

## General Terms and Conditions of Rental

### § 1 Rental

1. Rentals shall be arranged by telephone or in writing exclusively via LEAN Autovermietung GmbH (hereinafter referred to as "LEAN") reservation centres or LEAN car rental stations. LEAN may make use of vehicles from other car rental companies to fulfil its obligations arising from the Rental Agreement. These car rental companies are not entitled to amend or supplement the terms and conditions of the Rental Agreement in LEAN's name.

2. LEAN is entitled at any time to exchange the rented vehicle for another vehicle in the same category during the term of the Rental Agreement. The vehicles are solely self-propelled rental cars.

3. The Customer undertakes to notify LEAN in advance when the vehicle is approaching the maximum mileage agreed in the Rental Agreement. Such notification must be provided at least one week before the mileage agreed in the Rental Agreement is expected to be reached. If the Customer fails to provide this notification, it shall compensate LEAN for any actual damages incurred as a result.

### § 2 Rental rates and payments

If the Customer has not concluded a separate agreement with LEAN, LEAN's rate for individual customers applies. The rental charge is immediately due and payable at the end of the Individual Rental Agreement. If the rental period exceeds 28 days, the monthly rental charge is invoiced and payable at the end of the calendar month.

### § 3 Insurance, exemption from liability and duty to provide notification of damage

1. The rental charge includes vehicle liability insurance with at least the minimum statutory coverage in the country where the vehicle is registered and it is restricted to Europe.

2. Exemption from liability for damage to the rented vehicle with an excess for each incident of damage is agreed. The amount of excess for each incident of damage and the amount of the fee for exemption from liability is in accordance with the currently effective rates for individual customers. Exemption from liability is based on the principles of fully comprehensive insurance.

The exemption from liability does not apply

- to brake damage, gearbox damage and simple breakages. This pertains, in particular, to damage caused by slipped loads, misfuelling and incorrect gear shifting.

- if the renter causes the damage deliberately. If damage is caused by gross negligence, renter's liability is assessed proportionately to fault.

- if the renter deliberately breaches the obligation to provide notification in §3, no. 3. Exemption from liability is reduced proportionately to fault if the obligation to provide notification is breached with gross negligence. If the renter is able to prove that the obligation to provide notification was not breached with gross negligence, the exemption from liability remains effective.

- if the Customer is guilty of failure to stop after an accident, to the extent that the legitimate interests of LEAN in assessing the damage incident are generally impaired. In cases of grossly negligent failure to stop after an accident, the Customer is liable proportionately to fault if the legitimate interests of LEAN in assessing the damage incident are generally impaired.

- if the Customer/driver uses the vehicle for a purpose other than that provided for under this Agreement, see § 4 no. 4, or uses the vehicle outside Europe.

Otherwise, statutory provisions apply.

3. The customer undertakes to notify LEAN in writing without delay if the vehicle itself or parts of the vehicle is stolen and is required to report to the police immediately. Notification of all other types of damage must be provided within one week. In case damage is (co-)caused by a third party this event must notified to the police without delay. .

### § 4 Duty of care

1. The Customer shall comply with statutory provisions pertaining to the operation and use of the vehicle. LEAN is exempted from any claims asserted against it in this respect.

2. The vehicle shall be handled in accordance with the manufacturer's/importer's instructions and may not be subjected to excessive loads. In particular, the axle load, payload and towing capacity specified in the vehicle documents may not be exceeded. The vehicle shall be treated with care and used for the agreed purpose, protected from damage and always maintained in an operational and roadworthy condition.

3. LEAN may arrange an appointment with the Customer to view the vehicle and inspect its condition at any time. Regular checks and maintenance, such as checks on and replenishment of engine oil, coolant, brake fluid, anti-freeze, windshield fluid and tyre pressure, shall be performed by the Customer and at the Customer's expense. Wheel nuts and bolts shall be inspected to ensure that they are secure and tightened if necessary approx. 50 km after repairs or tyre changes and thereafter at regular intervals. LEAN is entitled to exchange the vehicle if repairs or maintenance other than washing are necessary. The Customer shall notify LEAN without delay when any maintenance or repairs are due.

4. The vehicle may not be used for driver training or driving school purposes, as a taxi or in motor sports. Participation in any events other than events to improve everyday driving safety is subject to the prior written consent of LEAN. The transportation of hazardous substances as specified in the German Hazardous Goods Ordinance for Road and Rail

(GGVSE) is prohibited. Furthermore, the customer shall take the risk covered by the insurance into account.

5. Written notification of damage to the odometer or any odometer-relevant electronic components or lead seals must be provided to LEAN without delay.

6. The Customer may not permit use of the vehicle by third parties in return for payment or free of charge. It may, however, permit use of the vehicle by company employees or the driver's next of kin as specified in the Individual Rental Agreement. If the vehicle is used by a person who is not specified in the Rental Agreement, a log book must be kept. All persons using the vehicle must have a valid driving license and the aptitude to drive a vehicle of the type rented. The Customer shall inform its drivers of the requirement to comply with these aforementioned provisions.

7. If the vehicle is to be driven in countries outside Germany, additional written permission from LEAN must be obtained, unless information was provided in conjunction with the Rental Agreement permitting use of the vehicle in the country in question.

### § 5 Liability

1. In cases of vehicle damage, vehicle loss and breaches of the Rental Agreement the Customer has statutory liability unless the exemption from liability under section § 3 applies.

2. In particular, the Customer shall be liable if he or one of his drivers culpably breaches the liability insurance contract (including breach of obligation) and, as a result, no claim can be made on the vehicle's liability insurance for the incident of damage. If and insofar as no provisions to the contrary are contained in this Agreement, the provisions of the German Insurance Contract Law (VVG) and "General Terms and Conditions for Motor Vehicle Insurance" which are effective at the time of rental apply mutatis mutandis.

3. If the vehicle is damaged in an accident, the Customer shall pay the costs associated with the delivery of a replacement vehicle by LEAN pursuant to the effective rates for individual customers.

4. LEAN shall be liable for malicious intent and gross negligence, culpable loss of life, physical injury or damage to health, malice or breach of warranty. In the event that LEAN breaches an obligation necessary for the proper performance of the Agreement, or the breach of obligation jeopardises the attainment of the purpose of the Agreement and/or the Customer is entitled to expect compliance with such obligation, LEAN is also liable in cases of ordinary negligence up to the amount of typical and foreseeable damage. If it breaches other obligations, LEAN shall not be liable for ordinary negligence unless otherwise agreed hereunder.

### § 6 Limitation period

All claims asserted by the parties hereto shall become statute barred 18 months after the vehicle is returned unless the statutory limitation period is longer.

### § 7 Rental term/vehicle return

If no end date for the rental term is agreed in the Individual Rental Agreement, the Rental Agreement may be terminated at any time by LEAN or the Customer. If the Customer terminates the Agreement, the vehicle shall be returned without delay pursuant to the terms and conditions for the termination of fixed-period rental agreements.

When the Rental Agreement expires, the Customer undertakes to return the vehicle to the agreed LEAN rental station during regular business hours unless another place of return is agreed in writing. The vehicle shall be returned in a clean condition and in proper working order. The condition of the vehicle will be recorded in a return protocol which is signed by the driver and the rental station to which it is returned. Defects, damage and alterations to the vehicle which were not evident when the vehicle was returned or concealed by dirt, rain, ice, snow or darkness will be subsequently recorded and notified to the customer.

### § 8 Winter tyres

In the core period from 1.11. to 31.03. the leased vehicles will be fitted with winter tyres (mud + snow tyres).

### § 9 Amendments to the General Terms & Conditions of Rental

LEAN is entitled to amend or supplement the General Terms & Conditions of Rental at any time. LEAN will notify the Customer in writing or in an e-mail containing a link to the GTCs of any amendments and supplements. Such amendments and supplements shall be deemed to be accepted by the Customer if no objection is raised by the Customer within one month of receiving written notification of the amendments or supplements. The amendments do not apply to existing Rental Agreements. They are only effective for new rental agreements concluded after the entry into force of the amendments or supplements.

### § 10 Miscellaneous

1. The Customer consents to LEAN's storage, transmission, editing and deletion of personal data received in connection with or resulting from processing of the Master Agreement and the Individual Rental Agreements up to the end of the statutory archiving period.

2. This Agreement and the Individual Rental Agreements are governed exclusively by the laws of the Federal Republic of Germany. Exclusive legal venue for all disputes is the place of the claimant's registered place of business if the Customer is a merchant ("Kaufmann") as defined by the German Civil Code, a legal entity under public law or a public-law special fund. However, LEAN is also entitled to bring action against the Customer at the place of its registered office.