

GENERAL RENTAL CONDITIONS

A: Rental contract, renter and authorized driver

1. The rental contract comes into effect after signing or through a binding online booking that has to be confirmed by the rental company per e-mail.
2. Rental agreements cannot be canceled.
3. Renters can be one or several persons who are explicitly named in the rental contract as renters. In addition, it can be agreed in the rental contract that the renter is authorized to entrust the rental car to a named person as an authorized driver. Insofar as the renter is entitled to entrust the rental car to a driver named by them in accordance with the rental contract, they must choose the driver carefully and must in particular ensure that the driver is in possession of the license necessary for the respective rental car and also satisfies any other requirements according to the license. Subject to the said provision, the renter is not entitled to entrust the rental car to a third person for a charge or on loan, not even for temporary use. Any infringement leads to the loss of all insurance cover.

B: General remarks

1. The renter must present a license that is valid in the country of rental, a valid method of payment that is accepted by the rental company as well as an ID card or passport with proof of their home address on delivery of the vehicle. If the renter is unable to produce these documents on delivery of the vehicle, the rental company will rescind the rental contract. Any losses incurred by the rental company must be reimbursed.
2. The vehicle is supplied in a proper, fault-free and operational condition and with a full tank of fuel and must be returned by the renter with a full tank of fuel. Any damages or deviations will be recorded in the handover report. All fuel costs during the terms of the contract are to be borne by the renter. If the vehicle is returned without a full tank of fuel, the rental company will have it refilled by one of their own employees and charge the renter for this at a cost of EUR 4 per liter of missing fuel.
3. Notwithstanding any specific written arrangements, all of the renter's disclosures about those circumstances that are material for the rental contract are an integral part of this contract. The renter in particular declares that they are able to pay the agreed rental fee.
4. Considering the exceptional risks associated with renting a motor vehicle that are known to both contracting parties, the renter pledges never to drive under the influence of alcohol and/or drugs.
5. It is forbidden to use the motor vehicle for sports events or any kind of competition.
6. Our vehicles are fitted with a GPS tracking system.
7. The vehicle may only be parked in locked garages.
8. The renter declares that all statements made by them, in particular with respect to the assumption of his obligations, are also on behalf of the authorized driver(s) of the rental car, so that all statements made are also effective for and against the authorized driver(s).
9. The renter pledges to check and drive the rental car during the rental period with the due diligence of a careful driver. The inspection obligation in particular includes a constant check of the roadworthiness, the oil level, the tire pressure, compliance with the data listed in the vehicle registration document, such as the permissible number of persons when driving the vehicle and the permissible load, as well as securing the vehicle against theft and burglary.
10. The motor vehicle may only be used within Germany and Austria. Any trips to other countries have to be approved by the rental company.
11. It is strictly forbidden to deactivate the traction control and Launch-Control-Start functions.

C: Return of the vehicle and terms of payment

1. The rental contract ends on expiry of the agreed rental period. If the renter continues to use the vehicle after the rental period has expired, the rental contract is not deemed to have been prolonged. § 545 BGB (German Civil Code) is not applicable.
2. The renter is obliged to return the vehicle to the rental company at the end of the rental period in a contractual condition, at the agreed place and time. If the vehicle is excessively dirty and requires special cleaning or if the vehicle is returned with a bad smell, the renter must pay the rental company compensation.
3. If the renter wishes to prolong the agreed rental period, the rental company must be informed of this in due time before expiry of the agreed rental period and they have to approve this. If this is refused, the rental car has to be returned punctually at the agreed date and time. Even if the rental contract is only prolonged verbally, all agreements of the original rental contract remain in force. If the rental contract is not prolonged (for whatever reason), the renter loses all rights from the rental contract, in particular the insurance cover and the renter's liability reduction confirmed by the rental company. Notwithstanding this, the renter is obliged to pay the respective rental fee for the period of the unapproved excess rental period in accordance with the following scale:
 - overdue by up to 29 minutes: no charge
 - overdue between 30 and 59 minutes: 50% of the daily rental fee
 - overdue by more than 60 minutes: daily rental fee

Separate costs do not have to be paid for the contractual liability limitation. The rental company reserves the right to prove any additional damage.

4. The rental fee and insurance cover can be found in the rental company's respective valid tariff list. The rental fee plus deposit must be paid in advance. This also applies if an extension of the rental period is approved.
5. At the end of the rental contract, the rental car must be returned to the rental company during normal office hours at the agreed place, subject to any special agreements reached in the rental contract.
6. The renter is not entitled to offset or assert any right of detention against the rental company's rental fee entitlement unless the claim being offset against this is uncontested or has been determined without further legal recourse.
7. If payment is made by credit card, the rental company is entitled to settle any possible damages and/or the damage excesses over the credit card.

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D: Damage to the rental car

1. Technical damages
 The renter must inform the rental company immediately if any malfunctions or other technical defects occur on or in the rental car. The damage may only be repaired in a specialist workshop for the rental car make with the express approval of the rental company.
 The rental company's approval is unnecessary if the renter receives the specialist workshop's express confirmation that the repair costs will not exceed EUR 80 before the repair work is carried out. The rental company will reimburse the renter for any effective costs incurred to repair the damage in accordance with the provisions above on presentation of the original invoice paid and receipted by the renter, provided the renter can prove that they were not to blame for the damage and malfunctions and/or that the vehicle was roadworthy.
2. Damage caused by accidents
 - I. Accidental damage within the meaning of these provisions is any event in public or private traffic that is causally related to its hazards and leads to a material damage to the rental car, irrespective of whether any other road user is involved in the accident or not.
 - II. In the event of any accidental damage, the renter must:
 - a) notify the police immediately and remain at the scene of the accident until the arrival of the notified police officers.
 - b) make a note of the names and addresses of all persons involved, the license plates and insurance companies of the vehicles involved as well as the names and addresses of all witnesses, and
 - c) make out a complete damage report (description of the scene of the accident including a sketch, the time of the accident as well as the circumstances of the accident) when the vehicle is returned to the rental stations and hand this over to the rental company's employee on duty.
 - III. The renter is not entitled to admit their guilt either orally or in writing, nor to anticipate any settlement of the claim through the indemnity insurance concluded for the rental car through any other statements, concessions or even payments.
 - IV. The renter is obliged to inform the rental company immediately of any accident by phone, or if necessary by email.
 - V. When they return the rental car, the renter must inform the rental company without further request of all damages, malfunctions and accidental damage, even if these have been repaired in the meantime.

E: Renter's liability

1. Unlimited liability of the renter if the car is entrusted to an unauthorized driver
 - I. If the renter entrusts the rental car to a third person not listed in the rental contract, the renter and the third party have joint and several unlimited liability if the rental car is damaged.
2. Contractually agreed liability limitation for the renter and authorized driver
 - I. The excess for damage to the rental car by the renter and authorized driver can be limited by concluding a separate agreement. This type of contractual liability reduction corresponds to the model of a fully comprehensive insurance. In this case, the renter and the authorized driver are liable for damages up to an amount corresponding to the agreed excess in each damage event. The liability of the renter/driver cannot be excluded for traffic offenses and criminal acts.
 - II. An indemnity insurance also exists with a max. cover for personal injury and property damage of EUR 100 million. The max. cover for each injured person is EUR 8 million and is limited to Europe. The excess in the indemnity insurance is EUR 1,000 for each damage event.
 - III. The renter and the driver have unlimited liability for all and any violations of statutory provisions, in particular traffic and administrative regulations, committed by them during the rental period. The renter and driver indemnify the rental company against all warnings and fines, fees and other costs levied by the authorities or other offices on the occasion of such violations.
 - IV. The renter is liable for all damage to the vehicle that is caused by operating errors or overuse during the rental period.
3. Unlimited liability of the renter and authorized driver despite contractual liability limitations for accidents, theft, vandalism etc.
 - I. The liability reduction pursuant to E. 2. Does not apply for damage caused deliberately by the renter/driver. In the event of losses caused by gross negligence, the rental company is entitled to claim damages against the renter/driver in an amount commensurate to the severity of the negligence, up to and including the full amount of the loss, whereby the extent of the liability is determined analogous to § 81 (2) VVG (German Federal Law on Insurance Contracts) in cases of gross negligence. The liability reduction does not apply if the renter/driver deliberately violates one of the contractual obligations pursuant to Sections A. B. C3. of these provisions. In the event of a grossly negligent breach of contract, the rental company is entitled to claim damages against the renter/driver in an amount commensurate to the severity of the negligence, up to and including the full amount of the loss, whereby the extent of the liability is determined analogous to § 81 (2) VVG (German Federal Law on Insurance Contracts) in cases of gross negligence. The burden of proof with respect to the non-existence of any gross negligence shall lie with the renter/driver.
 The renter and driver are severally and jointly liable to the rental company for compensation for damage, irrespective of the liability limitation agreed in E. 2. and 3.:
 - a. in all cases in which, within the context of a fully comprehensive insurance contract, the respective fully comprehensive insurance provider (rental company) may withdraw the insurance cover from its policyholder (renter) in accordance with § 81 German Federal Law on Insurance Contracts, and also,
 - b. if the vehicle is driven by the driver under even the slightest influence of alcohol and/or drugs,
 - c. if the renter of the rental car who is entitled to choose their own driver hands over the rental car to a driver who is not in possession of the license necessary for the respective rental car,
 - d. if the vehicle is used contrary to road traffic regulations or for sports events and competitions,
 - e. if the rental car is used for unapproved trips abroad/across federal borders.

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4. Scope of the compensation for damage to be paid

In case of liability, the renter and driver must jointly and severally provide compensation for the following damages:

- I. The renter's liability for damages covers the costs of repairs plus any depreciation, or if the vehicle is a total write-off, the replacement value of the vehicle minus the residual value. Furthermore, the renter is liable – wherever incurred – for towing costs, recovery and return, expert's fees and any other costs incurred by the rental company and lost rental fees amounting to 60 % of the daily rates in the respective valid tariff list.
- II. If the vehicle is entrusted to third parties – including the additional driver mentioned in Section A – the renter is liable for complying with the terms of this rental contract as well as the behavior of the third party/parties as if it were their own behavior.

F: Rental company's liability

Claims for compensation from the renter against the rental company from the rental contract are excluded, except claims that involve injuries to life, body, health or an essential contractual obligation, unless the damage is caused by a grossly negligent breach of contract by the rental company or a deliberate or grossly negligent breach of contract by a legal representative or vicarious agent of the rental company. This provision also applies for damages caused by a breach of obligations during contract negotiations. The renter expressly discharges the rental company from any liability for damage or loss to or of items that are transported with the vehicle or are left in this.

G: Extraordinary termination

The rental company is entitled to terminate the rental contract without notice for good cause. A good cause is, in particular: insufficient care of the vehicle, incorrect and illegal use, willful damage to the rental vehicle, any attempt to culpably conceal or cover up any damage caused, use of the vehicle during the perpetration of or to perpetrate intentional crimes, subleasing of the vehicle without permission.

H: Cancellation policy

1. A cancellation or postponement is possible up to 72 hours before the start of the rental period. A cancellation fee will be charged in the event of a cancellation or postponement. The amount of the cancellation fee depends on the time of the rescission/postponement:
 - up to 4 weeks before the rental start: no charge
 - from the start of the fourth week to the start of the second week before the rental start: 60% of the rental fee
 - less than 2 weeks up to 72 hours before the rental start: 85% of the rental fee
2. The rental fee is the overall rental fee including any charges and extras.
3. The deduction of saved expenses has been taken into consideration in the provisions according to paragraph 1. The renter is at liberty to prove that the rental company did not incur the claims named in paragraph 1, or not to the extent claimed.
4. If the renter does not appear at the agreed collection time, the rental company will hold the reservation for two hours. The rental company has its headquarter in Rosenheim. The rental company will wait for the renter for 30 minutes at all other rental locations, to where the car is delivered. After this period, the vehicle will be released for other customers. In this case, the renter will be charged the full rental fee. The renter is at liberty to prove that the rental company did not suffer any loss from the non-collection, or only a smaller loss.

I: Obtaining information from credit agencies

The renter agrees to the rental company obtaining information about them from SCHUFA.

J: Final provisions

German law is applicable. Should individual terms of this contract or of the terms and conditions of business be invalid, this does not affect the legal validity of the remaining contents of the contract or the remaining terms and conditions of business.

If the renter is a merchant in the sense of the German Commercial Code, or if they do not have a place of general jurisdiction within the Federal Republic of Germany, Rosenheim shall be the sole place of performance and jurisdiction for all disputes related to this rental contract.