

Enterprise Autovermietung Deutschland B.V. & Co. KG

Terms & Conditions of Vehicle Rental

Unless otherwise agreed, the following terms and conditions shall apply to the rental contract between Enterprise and the renter.

0. Contractual Parties, Consent to the Transfer of Data

This contract is entered into between the renter and Enterprise Autovermietung Deutschland B.V. & Co. KG ("Enterprise"). By signing the rental contract, the renter consents to the reservation and contract data being stored in Enterprise Holdings, Inc.'s central database in the United States to ease future reservations for the renter with affiliates of Enterprise Holdings, Inc. for car rentals with the Alamo, Enterprise, and National car rental brands.

I. Renter's Duties

1. Authorization to drive the rental vehicle; vehicle handover; renter's responsibility to check.

(a) The rental vehicle may only be driven by persons who are listed on the front of this form as renters or drivers with valid details ("authorized drivers") and who are in possession of a driver's license valid in Germany.

(b) The rental vehicle must be handed over to the renter in an immaculate state, complete with toolkit, spare wheel or appropriate means to be used in case of tyre breakdowns, warning triangle, and first aid kit. The renter must check the vehicle's and equipment's condition immediately after handover. If he should notice any damages to the vehicle or other discrepancies, these must be marked on the front of this form and the Enterprise branch must be notified immediately.

(c) The rental vehicle is equipped according to the Federal Republic of Germany's safety regulations. When travelling abroad, it is the renter's responsibility to obtain information about the safety rules and requirements of the country visited (e.g. safety vests etc.), and to ensure that these requirements are met, at the renter's own cost.

2. Limitations of use. The rental vehicle must not be used

(a) outside the countries listed on the front of this form;

(b) by persons who are evidently under the influence of narcotics, alcohol or drugs;

(c) for transporting easily flammable, toxic or otherwise dangerous substances;

(d) for illegal purposes, car races, driver and vehicle tests;

(e) for towing other vehicles or towing trailers;

(f) on unpaved roads, racetracks and test courses;

(g) in violation of the legally prescribed safety precautions;

(h) for hire or reward;

(i) for sublease; nor

(j) for any purpose beyond the predictable and usual use, in particular any careless or reckless use, or intentional damage of the vehicle.

3. Care & custody requirement.

(a) The renter is obliged to check oil and water levels and tyre pressure at regular intervals during the rental.

(b) The rental vehicle must not be left unlocked while unobserved. Valuables must not be left in the rental vehicle in such a way that they are visible from the outside.

(c) The renter is obligated to properly secure his cargo. The prevailing regulations regarding safeguarding cargo must be adhered to.

4. Notification requirements. The renter must notify the police in case of any accident – even if the accident occurs abroad or if no third party is involved – and ensure that the accident and any injuries or damages resulting from it are recorded in a police report. Enterprise must be notified immediately. Any action which serves to clarify the accident and its cause must be undertaken. The renter is not permitted to give a statement of fault or to anticipate potential liability claims by paying money or by any other actions that could be construed as an acceptance of fault, as this endangers insurance cover.

5. Additional fees. If vehicle use differs from the contractually agreed vehicle use, the renter is obliged to pay, in addition to the agreed cost of rental, additional fees as set out in the price list which is available to the renter before signing the contract. Specifically, such fees apply in the following cases:

(a) if the rental vehicle is driven by an unauthorized driver or by a driver under the age of 21 years;

(b) for exceeding the mileage limit if the agreed rate only includes a limited number of miles/kilometres;

(c) if the renter uses the rental vehicle outside the countries listed on the front of this form;

(d) if the renter fails to return the rental vehicle after the end of the agreed rental period; in such case Enterprise reserves the right to claim additional compensation for damages.

6. Flat fees for damage and labour compensation in case of traffic offences or minor damage. Enterprise is entitled to charge the following flat-rate damage/labour compensation fees; in such cases, the renter retains the right to prove that smaller or no damages were incurred:

(a) for processing any traffic violations that the renter or a third party to whom the renter left the vehicle for use, committed culpably while using the rental vehicle. The fee amounts to a maximum of EUR 30.00 per violation on top of the costs advanced by Enterprise. Enterprise reserves the right to prove that higher charges were incurred, in particular if you do not settle any violation charge directly with the issuing authority within the time period allowed.

(b) a flat-rate repair fee for minor damage to the rental vehicle which the renter or a third party to whom the renter left the vehicle for use, committed culpably during the rental period.

7. Vehicle return.

(a) At the end of the rental contract or at the end of the agreed rental period, the renter is obliged to return the rental vehicle. Tacit extension of the rental contract by continuation of use as described by § 545 BGB (German Civil Code) is expressly excluded. Enterprise reserves the right to demand an early return of the rental vehicle if a material reason for such an early return exists.

(b) The renter is obliged to return the vehicle to the agreed Enterprise return location, during opening hours. If Enterprise has expressly permitted a return outside opening hours, the vehicle key must be returned in a theft-proof manner by placing it in the usually provided drop-safe key deposit box or another device as named by Enterprise, and the vehicle must be parked on the company premises or in another location named by Enterprise.

(c) The rental vehicle must be returned in a clean and serviceable state. If the rental vehicle is soiled or otherwise compromised due to use in contravention of the contract, e.g. smoking in our non-smoking vehicles, the renter must pay the cost of cleaning.

(d) If any valuables are found in the rental vehicle after its return, Enterprise shall notify the renter and ask him to pick them up. After 3 months, items will be disposed of.

8. Refuelling/Fuel Charges. The rental vehicle must have the same fuel level upon return as it did upon rental. Proof of refuelling must generally be provided in the form of a refuelling receipt from a petrol station located near the agreed return location of the vehicle. The renter must show the receipt when returning the vehicle or leave it inside the vehicle in an easily visible place. In case of insufficient fuel level, the renter is liable to pay the cost of fuel and refuelling service. If the vehicle's fuel level upon return is higher than it had been upon rental, a refund will not be issued.

9. Security deposit and additional security in case the vehicle is damaged, lost or stolen.

(a) Any agreed security deposit paid at the commencement of the hire can be used as security for any future claims which Enterprise has against the renter in connection with the rental contract. Enterprise will not pay any interest on the security deposit and is under no obligation to hold the security deposit in any account separate from its own assets.

(b) If the rental vehicle is damaged, lost or stolen during the period of hire Enterprise is entitled to collect from the renter as an additional security the excess amount shown on the front of this form (or if no figure is shown the sum of EUR 1,000). Enterprise will not collect any additional security if, and to the extent that, the renter cannot obviously be held liable or the amount of the additional security obviously exceeds the renter's liability. Any portion of the agreed security deposit (see paragraph 9a) which has not been used to satisfy other claims will be offset against the excess that is due.

(c) Enterprise will refund the security deposit and the additional security if, and to the extent that, after a period of 90 days from the date of the return of the vehicle, or, if the vehicle is lost or stolen, after a period of 90 days from the agreed end of the period of hire, they have not been used to satisfy the secured claims.

10. Payment Due Dates. The rental rate, including any other fees as may have been agreed in the rental contract, is due for payment in advance upon commencement of the rental contract; the payment due dates for the security deposit and excess are subject to paragraph 9. All other payments from the renter shall become due upon maturity and receipt of the appropriate invoice.

II. Insurance and additional services offered

1. **Third-party insurance.** The rental rate includes a vehicle third-party insurance policy compliant, at a minimum, with current legal requirements. This does not cover any injuries to passengers, damage to the rental vehicle itself, or damage to any items kept in or on the vehicle.

2. **Additional insurance.** For additional, optional insurance coverage, the renter may take out Personal Accident Insurance (PAI) and/or Personal Effects Cover (PEC). By checking the appropriate box on the front of this form, the renter undertakes to pay the associated fee.

3. **Roadside assistance protection (RAP).** Enterprise provides roadside assistance to the renter. This includes a 24-hour emergency service including provision of a replacement vehicle in case of lost vehicle key, shipping of the key, on-site assistance in case of tyre breakdowns, towing service, forced unlocking of the vehicle if the keys are locked inside, jump-start assistance, and refuelling service up to 5 litres. Roadside assistance is available in almost all European countries; the current list of countries is available at the rental branch at the time of rental. By checking the appropriate box on the front of this form, the renter undertakes to pay a flat-rate fee that covers all roadside assistance services up to the respective maximum amount agreed. Roadside assistance is also available without payment of this flat-rate fee; it will then be billed according to actual costs incurred for each assistance service rendered.

III. Renter Liability

1. **Full liability.** The renter is liable for any damage culpably caused by him or by any other authorized drivers, especially for damage to the rental vehicle, damage arising from loss of the rental vehicle and from loss of its use. In the event of any culpable non-compliance with these Terms & Conditions of Vehicle Rental, the renter is liable for all damage caused in accordance with the legal liability regulations. If the renter leaves the vehicle with a non-authorized driver, he shall be liable for any damage caused by this non-authorized driver while using the rental vehicle, unless the damage is not related to the fact that the vehicle was left to a third party.

2. **Damage Waiver.** If the parties agree on a damage waiver by entering an amount and entering the renter's signature in the appropriate box on the front of this form, then Enterprise, in accordance with the detailed provisions of this section III, shall only hold the renter liable for accident damage up to this agreed amount for each incident that constitutes an accident, and shall otherwise indemnify him against any other claims. Accidental damage is defined as damage caused by a sudden event acting immediately from outside with mechanical force; braking damage, operational damage, and pure breakage damage as well as filling up with the wrong fuel do not constitute accident damage.

3. **Inapplicability of Damage Waiver.** The above Damage Waiver is void if the renter causes the damage intentionally.

4. **Partial inapplicability of Damage Waiver.** If the renter caused the damage through gross negligence, Enterprise is entitled to hold the renter liable beyond the agreed Damage Waiver amount, but only pro-rata according to the level of culpability. This also applies in cases where the renter grossly neglected his duties according to these Terms & Conditions of Vehicle Rental unless such neglect of duties was cause neither for the occurrence nor for the discovery or investigation of the damage incident. The renter cannot claim lack of causality if he has maliciously violated a duty according to these Terms and Conditions of Vehicle Rental.

5. **Inapplicability of Damage Waiver in case of breach of duty.** The Damage Waiver is completely void if the renter has intentionally violated any duty under paragraph 1(a) of section I (driver authorization), paragraph 2 of section I (limitations of use) or paragraph 4 of section I (notification requirements) of these Terms & Conditions of Vehicle Rental. In cases of gross negligence, the Damage Waiver will be reduced pro-rata according to the level of culpability; the renter is obliged to prove that gross negligence does not apply. The first and second sentences of paragraph 5 of section III will not apply if the violation was not the cause for either the occurrence or extent or the discovery or investigation of the damage incident; the burden of proving absence of causality is on the renter. The renter cannot claim lack of causality if he has maliciously breached the duty. Nothing in this paragraph shall prejudice the validity of paragraphs 3 and 4 of section III.

IV. Limitation of Time

If the accident involving the rental vehicle is reported by the police, the limitation of time on any potential damage claims against the renter only begins when Enterprise has had the opportunity to view the police file; 6 months after return of the rental vehicle at the latest. Enterprise will notify the renter immediately of the time the police file was viewed.

V. Enterprise Liability Limitations

Enterprise is liable only for gross negligence and deliberate acts as well as in the case of breach of material contractual obligations, compliance with which would allow the appropriate transaction of the contract in the first place and compliance with which the renter can regularly expect ("cardinal obligations"). In the case of slight neglect of a cardinal obligation, Enterprise's liability is limited to damages which are typical for this kind of contract and which could have been foreseen at the time of rental. The above named liability limitations or exclusions do not apply in the case of malicious concealment of defects, issuing of a guarantee, liability resulting from the Product Liability Act (*Produkthaftungsgesetz*), damage to body, life, or health. The same applies for the liability of employees, representatives, or agents of Enterprise.

VI. Personal Data

The protection of your data is important to us. We only process and use your data in compliance with applicable laws. You consent that we use a central database as further described in section 0, above. The rental vehicle may be equipped with a tracking device. The tracking device utilises mobile, telephone, satellite and/or radio signals to transmit location data to us and our appointed service providers. The data will only be used if the car leaves the territory it was rented for, or we have indications that it was lost or stolen (in particular if you have informed us respectively), or to cooperate with law enforcement authorities in line with applicable laws, or as otherwise required by law. A tracking device may alert us if there are signs of tampering or attempted or actual removal of a tracking device.

For additional information please refer to our Privacy Policies available at www.enterprise.de or www.enterprise.com. Questions regarding your personal data should be addressed to the data protection officer at the company headquarters, Mergenthalerallee 35 -37, 65760 Eschborn, Germany.

VII. Jurisdiction, Applicable Law

1. **Jurisdiction.** The place of jurisdiction for both parties and all claims from and in connection with this contract is Frankfurt am Main, if the renter is a commercial entity or if he has no general place of jurisdiction within Germany.

2. **Applicable law.** German law applies.

3. **Applicable version.** This is a translation for the customer's information only. In the case of discrepancies between this document and the German original, the German original shall be the legally binding version.

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Last updated: 10/16