

1. The usability of the vehicle, the landlord allows the tenants to safe and technically perfect vehicle to use

#### 2. Insurance

The vehicle is made in the relevant Terms and Conditions for Motor Insurance (AKB) insured as follows: Fully comprehensive insurance: SB 5000 € Part Hull: This covers damage caused in case of fire, explosion, theft and natural disasters as well as glass and damage to wildlife (including the Section 13 prescribed SB)

#### 3. Maintenance

The maintenance of the vehicle, except the car wash will be by appointment by the landlord carried out. Is this because of the location of the caption is not possible, reimburse the landlord the tenant's proof ion costs.

#### 4. Repair

If during the rental period a repair necessary to the operation or the road safety of the vehicle to ensure the tenant may either Contracting workshop, major repairs only with the consent of the lesser subject. The repair shall be borne by the landlord, so far the tenant fails to NrIV this provision is liable.

#### 1. Rent

The rent depends on the agreement in the lease contract bzw. der this contract attached price list. The way rental is payable when the vehicle in a changing place, as agreed in the contract, will be delivered. Failure of the odometer, the renter is obliged immediately to the vehicle in a direct way relent workshop and to the instruction of the landlord catch. Failure to observe this rule he expects the kilometer price after a distance of 100km per day.

#### 3. Entitled Leadership

The vehicle may only be used by the tenant, whose salaried professional drivers and the lease specified in driver are. The tenant has the trade of each driver's respective like to specially represented. All the tenant beneficiary provisions of this Treaty shall also apply in favor of the legitimate driver.

#### 4. Care duty

The tenant has the vehicle to be treated carefully and all of use maßgeblichen regulations and technical rules, in particular the maintenance periods observed and keep the vehicle ordnungsgemäß to close. The tenant is prohibited from the vehicle motor sport purposes, testing purposes, for commercial freight and passenger long-distance transportation and other illegal purposes, even if they are only following the law of the place banned are offered to use. Trips outside the federal territories of Germany and Austria are only with the consent of letting landlord allowed. Driver from former eastern bloc countries is prohibited.

#### 6. Notification

In the case of accidents, the tenant the landlord at the same time, at the latest on all the details on returns must be informed in writing by presenting a sketch. The accident report must in particular names and Anschriftder persons involved and any witnesses and the registration numbers of vehicles involved included. The tenant has an accident after the police to understand so far to investigate the accident is not necessary findings in other ways (eg witnesses) who made reliably can be. Opponent's claims may not be recognized. Fire or Entwendungsschäden and wild fire or damage are immediately displayed.

#### 7. Vehicle Return

The tenant is required the vehicle after the expiry of the tenancy the landlord after the expiration of the Mietzeit returned. The back task can only result in the landlord business hours to happen. If the return date by more than 30 minutes is exceeded, the renter is without prejudice to any liability under these conditions Nr.IV obliged, for the period of the excess compensation to be paid, and at 30min to 6h one days rental per day. The Lessee shall be entitled to disclose that the owner no less wesentlich or damage.

The landlord is liable, apart from the violation of essential contractual obligations only for gross negligence (or gross negligence). Moreover, he is liable only if the damage by a motor vehicle liability insurance under the Terms and Conditions for the AKB abdeckbar is.

The tenant is liable under general rules of liability when the vehicle he damaged or committing an infringement. The tenant has the vehicle in the same condition returned, as he has. The liability extends to costs such as damage

a) Sachverständigungskosten

b) Towing costs

c) Impairment

d) Mietausfallkosten

Maximum allowable tire wear is 1mm/1000km, each each additional is commenced mm 120Euro per tire from the deposit deducted.

If the vehicle by fire, explosion, theft or damaged game, limited the liability of the lessee of the vehicle with respect to the SB of the CDW under the AKB, if he is not the damage from the rough indebtedness has brought, or against the display under no obligation . LLG) has violated this condition. The tenant may be liable for damages resulting from accidents as well as the landlord in paragraph 2 of the letter a)-d) damage charges by paying a special fee to exclude. In this case he will be liable for damage to the Fahrzeugund charges for the injury only if the damage was caused by gross negligence has brought about, he hit-and-run offense, or if the damage in alcohol-or drug-related activity Fahruntüch arose. The tenant also fully liable if he is against it, according I13) or 6) has failed, unless the injury is based on neither intent nor to gross negligence. When renting a fail cost the renter is liable up to the daily rent for each day on which the vehicle is not available for rental is available. The Lessee shall be entitled to open, the landlord no or significantly less damage.

The limitation of claims by the landlord due to alteration or deterioration of the vehicle starts when the tenant against a fine or criminal investigation is initiated, with the granting of access to documents for the landlord, but no earlier than 6 months after the return of the vehicle.

The tenant can agree that his personal data stored by the landlords and the key to a third party Warning where, when

- the rental information is inaccurate;
- the vehicle is not rented within 24 hours if the given – extended lease is returned;
- given by the landlord checks not redeemed or changes per – be audited.

It examines the status of the landlord as such, if the tenant has no general jurisdiction in Germany or after Contract his domicile or habitual residence abroad, or his domicile or his habitual residence halt at the time the plea is not known; Furthermore, if the tenant is a legal entity under public law or a law special öffentlich or is full.