



Terms and conditions of  
hire of EMOB Services  
Germany GmbH

Version 11/2022

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# TERMS AND CONDITIONS OF HIRE OF EMOBG SERVICES GERMANY GmbH

## PREAMBLE

Thank you for renting with us!

EMobG Services Germany GmbH (hereinafter referred as EMobG) is a German company with its registered office at Anckelmannsplatz 1, 20537 Hamburg. It is registered at the registry court of Hamburg under the number 168009.

In accordance with the present general Terms and Conditions of Hire (T&C), EMobG will have the following obligations if a rental agreement is concluded:

- To rent a vehicle (a car or a van) to you (as defined in section 1 below) for the period of time that is specified in the rental agreement (the 'hire period') plus any accessories that you wish to rent which will also be indicated in the rental agreement.
- To provide certain mobility services included in your rental and offer you other services which are available at an extra cost.
- The contractual relationship between you and EMobG is governed by the following documents:
- The rental agreement, including, if applicable, its specific conditions (the terms agreed with you at the time of the pick-up or the first day of rental)
- The booking confirmation email (where you have pre-booked your rental online or offline)
- The EMobG Insurance and Protection Provisions
- The recommended Tariff and Cost List
- The present T&C which apply to all aforementioned documents

In case of a contradiction between the documents listed above, the terms of the first document will prevail over the subsequent documents.

## 1) TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&C will apply to you, the person who is paying for the rental and any associated costs (and you may also be a driver), as well as any (other) driver who is expressly indicated in the rental agreement and therefore being authorized to drive the vehicle.

The renter named in the rental agreement is liable for the payment of sums due under the contract.

## 2) WHO MAY RENT AND WHO MAY DRIVE?

### a) Who may rent?

Any legal entity and physical person:

- (1) Who is legally capable of entering into an agreement with EMobG and is prepared to accept responsibility for the vehicle throughout the hire period;
- (2) Who has the means that will be accepted by EMobG (see table below) to pay for the hire of the vehicle and any associated costs; EMobG prefers non-cash payments

Payment method accepted by EMobG
Credit card (Mastercard, Visa, Amex, Diners, JCB)
Girocard (Maestro, VPay Card) for passenger cars up to the Standard category for a rental period of maximum four weeks and for vans for a rental period of maximum four weeks
Cash* for passenger cars of the categories Mini, Economy, Compact, Intermediate, Standard and vans/trucks for a rental period of maximum four weeks. Cash is only accepted for customers with residency in Germany.  *For any cash related transaction (payment & deposit), EMobG will charge €10,00 per rental ("Cash-Handling-Fee", see pricing list annex 2)
Vouchers
Cheques are <b>not</b> an accepted payment method

- (1) and who provides valid documents as indicated in the table below:

Documents required by EMobG
ID or passport
Driving license in Latin characters valid in Germany (European and/ or international driving license or certified translation)
Proof of actual place of residence, no PO boxes, possibly with a utility bill (e.g. electricity bill)

EMobG has full discretion with regard to the decision to conclude a car rental contract with a customer or not.

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## b) Who may drive? (Authorized driver)

An authorized driver of a vehicle is any physical person who complies with all of the following requirements:

- (1) The person is expressly mentioned and fully identified on the rental agreement; this is in principle the renter, and this may also be the person who is a registered additional driver.
- (2) The person provides a valid driver license and a valid identification document as mentioned in 2a).
- (3) The person is in possession of a driver's license for the requested period and meet the minimum-age requirements as follows (the ownership period of accompanied driving program (BF17) is included):

for drivers of the vehicle category	both requirements must be fulfilled	
	minimum age driver	valid driving license for at least
Mini	18 years	1 year
Economy		
Economy Elite		
Compact		
Compact Elite		
Intermediate	21 years	3 years
Intermediate Elite		
Standard		
Standard Elite		
Fullsize		
Premium (incl. minibus of this category)	25 years	
Luxury (incl. minibus of this category)		
Special (incl. minibus of this category)		
Selection		
Minibus	21 years	
Truck Groups 0, 1, 2	18 years	
Truck Groups 3, 4, 5, 6	21 years	2 years

- (2) Company driver with additional agreement "Firmenbestätigung Fahrer" are allowed to drive any EMOBG vehicle without age and driving license restrictions

A special charge is made for drivers less than 23 years of age (Young Driver Fee). The minimum age cannot be overridden by booking an additional Young Driver Fee.

The renter is obliged at the request of EMOBG to provide the names and addresses of all drivers, unless these are already stated in the rental contract itself. The drivers are agents of the renter. If the vehicle will be driven by another person (additional driver), then an additional charge is made for each additional driver.

## c) Who may not drive the vehicle?

Neither person expressly mentioned/ identified on the rental agreement is authorized to drive the vehicle. In addition, any person who cannot provide a valid identification document as indicated in the sections 2a and 2b.

If you allow an unauthorized person to drive the vehicle, then this is considered as a breach of the T&C and you will be responsible for any consequences that may arise as a result, including the possibility of having to reimburse EMOBG for damage caused by you and/ or an unauthorized person.

In such circumstances, the unauthorized driver will not be covered by any insurance or protection products offered through EMOBG. Only liability insurance (compulsory protection) will apply.

## 3) WHERE MAY I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)

The renter and the driver are not allowed to use the vehicle outside the contractual territory. The contractual territory is Europe with the exception of the countries mentioned below for the respective vehicle category.

- a) **Prohibited countries for all vehicle categories:** Albania, the Baltic Republics, Bulgaria, Greece, Iceland, Romania, Serbia, Montenegro, Macedonia, Kosovo, Bosnia and Herzegovina, Moldova, Russian Federation, Malta, Ukraine, Belarus and Cyprus.
- b) **Prohibited countries for the vehicle category Selection, as well as for vehicle categories Full Size (except minibus of this category) and higher:** Great Britain, Ireland, Italy, Croatia, Poland, Slovakia, Slovenia, Czech Republic and Hungary.

When traveling abroad within the above mentioned and permitted contract area EMOBG collects a separate fee "Cross Border Fee (CBF)", see pricing list. In the case of permissible trips abroad, you and/ or any driver are obliged to inform EMOBG about the planned travel abroad when booking and at the latest before crossing the border.

Should you have questions, please contact Customer Relations on +49 (0)40 520 188 000.

In the case of electric vehicles, it will be Your responsibility to check that recharging devices are available and compatible in the countries in which You plan to travel.

Please be aware that you must comply with the laws – in particular the traffic road regulations and toll payment obligations – of the country where you drive the vehicle. You as renter and driver are liable for all claims resulting from vehicle owner liability during the rental time.

#### **4) LIABILITY FOR GOODS TRANSPORTED WITH THE RENTAL VEHICLE**

You are informed that EMOBG does not cover the goods carried in the vehicles. Similarly, EMOBG cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.

#### **5) WHAT ARE MY OBLIGATIONS WITH REGARD TO THE VEHICLE?**

- a) You and/ or any driver must return the vehicle and its keys, accessories and documentation to EMOBG at the agreed place of return at the time and date specified in the rental agreement. EMOBG allows a 29-minute grace period at the end of the rental. If you booked a collection of the vehicle, EMOBG waits 15 minutes at the agreed location for your arrival. The vehicle has to be returned in the condition that EMOBG provided it to you at the start of the hire period. If you do not return the vehicle as stipulated above, EMOBG will take all necessary measures outlined in these terms and article 11 in particular (What procedures apply when returning the vehicle?).
- b) If you intend to drive the vehicle outside the contractual territory, you should ensure during pick-up that the vehicle is properly equipped in accordance with local traffic rules for the country that you and/ or the driver will drive in or through.
- c) You and/ or the driver must drive the vehicle responsibly and in accordance with all applicable road traffic laws and regulations and you should ensure you and/ or any drivers are familiar with all relevant local driving regulations. You are liable for all charges, duties, tolls, fines, penalties and any interference with possession ("Besitzstörungen")

associated with the use of the vehicle and claimed from EMOBG to the extent that the renter is responsible for them. For any request regarding these above, EMOBG will charge a fee in accordance to the price list.

- d) You and/ or any driver must ensure that any luggage or goods transported in the vehicle are secured to the extent that they will not cause damage to the vehicle or pose a risk to any passengers. Please bear the current regulations with regard to load safety in mind.
- e) You and/ or any driver must guard the vehicle with the utmost care and diligence, and in all circumstances, you shall make sure it is locked and protected using the provided anti-theft devices when parked or left unattended.
- f) You and/ or any driver must never drive the vehicle whilst your ability to drive is impaired, in particular when you are ill or under the influence of alcohol or drugs.
- g) You and/ or any driver will be provided with a vehicle which is ready to drive and checked and filled with all necessary operating materials. During the rental period, you and/ or any driver should refill the vehicle with the appropriate type of operating materials (e.g. fuel, oil, windscreen fluid, coolants) if necessary. If unsuitable fuel should be added, unless you can demonstrate that the mistake is attributable to a third party, you will be responsible for any expenses incurred by the transfer of the vehicle and/ or repair of the damage caused to it calculated according to the rules described in the section below (Damage to the vehicle). This does not apply if you can prove that use of the wrong fuel was the fault of a third party. As far as the electric vehicle is concerned it must be recharged exclusively with the cables supplied by EMOBG for this purpose and in strict compliance with the car manufacturer's recommendations.
- h) Smoking is strictly forbidden in all vehicles. EMOBG is entitled to claim a set compensation fee in each case of infringement by the renter or a third party appointed by the renter. The renter is entitled to demonstrate that the damage has not occurred or is considerably less than the amount of the set fee.
- i) You and/ or any driver may not use the vehicle nor allow the vehicle to be used in the following ways:
  - (1) The vehicle may not be re-hired, mortgaged, pawned, sold or used for bonding purposes; this applies not only to the vehicle, but also the rental agreement, keys, documentation, equipment, tools and/ or any accessories.
  - (2) For carrying passengers for hire or payment (for instance, for car-sharing purposes), unless otherwise expressly agreed by EMOBG.

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- (3) For carrying a number of passengers that exceeds that mentioned in the vehicle's registration certificate.
- (4) For carrying inflammable and/ or dangerous goods; toxic, harmful and/ or radioactive products; or those that infringe upon current legal provisions (provided that such exclusion does not prohibit you from satisfying the needs of everyday life which do not infringe upon the applicable laws and whose transportation would correspond to normal use of the rented vehicle.
- (5) For the transport of merchandise with a weight, quantity and/ or volume in excess of what is authorized in the vehicle's Traffic Circulation Permit and/ or Technical Inspection Sheet.
- (6) For off-roading, racing (even if racing circuits are open to the public for tests and practice for so-called tourist use), reliability trials, speed testing or to take part in rallies, contests or trials, wherever they are located, official or not.
- (7) For transporting live animals with the exception of pets and/ or domestic animals in appropriate animal transport boxes. Necessary cleaning costs must be borne by the renter. Extraordinary cleaning costs are calculated on a time and materials basis and charged with a minimum set fee. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the set fee.
- (8) To give driving lessons or for accompanied-driving purposes.
- (9) To push or tow another vehicle or trailer (except where the vehicle you are renting is already fitted with a tow bar and when the maximum load complies with the applicable law).
- (10) On gravel roads or roads whose surface, size or state of repair poses a risk to the vehicle, such as beaches, impassable roads, forest roads, mountains, or any roads that are not authorized and paved roads.
- (11) To commit an intentional offence.
- (12) For being transported on board any type of aircraft.
- (13) Inside the no-traffic lanes of ports, airports, and/ or aerodromes and/ or areas analogous or of a similar nature to those listed above or that are not accessible to public traffic; the same applies to refineries and oil company premises or installations unless EMOBG provides its express written authorization. If EMOBG gives its consent in accordance with the above, EMOBG will inform you of the third-party insurance cover that may be applicable in this case and which will vary depending on the circumstances.

(14) For the perpetration of customs offences or other criminal offences, even if these are only penalized under the law at the scene of the offence.

(15) For any other use outside those deemed to be in accordance with the contract.

During the rental, you must take all necessary protective measures to keep the vehicle in the same condition as that when you took possession of it. In particular you and/ or the driver are required to perform customary inspections as to the vehicle condition such as oil, water and AdBlue levels or checking tyre pressure.

In general, it is important to remember that when using the driving assistance devices present in certain Vehicles, it is Your responsibility to refer to the manufacturer's manual before any use in order to familiarize yourself with the instructions for use, as well as the restrictions and limitations for the use of such driving assistance devices. In any event, You must always remain vigilant and in control of your vehicle.

Similarly, the range in kilometers displayed on the dashboard is an estimate that may vary depending on Your driving style, the load carried, the road (major gradients) and the use of heating or air conditioning.

Vehicles and manuals are normally supplied in the language of the country of registration. For further information on the use of the vehicles, please contact EMOBG staff or consult the user manuals available in the various languages on the Internet, in case the manufacturer's documentation is not available in paper format in different languages.

## 6) WHAT ARE THE MOBILITY SERVICES INCLUDED IF I ONLY RENT A VEHICLE?

The basic rental charge includes the following mobility services:

Mobility services
Automobile third-party liability
Collision Damage Waiver (CDW) with a deductible depending on the product or depending on different individual agreement.  In some stations the displayed rental price does not include CDW and TW. However, you can add this protection at the time of your booking by choosing our
Basic, Medium or Premium protection that reduces or exclude if you purchase the Premium protection your financial liability. If you choose not to add any protection to your rental you will still be covered by the third party liability but you will be personally liable for the financial consequences resulting from the damage culpably caused by you or the authorized driver to the Vehicle by collision, theft or attempted theft of the Vehicle.
Partially comprehensive cover (TW) with a deductible depending on the product or depending on different

individual agreement, including a Theft Waiver (TW)
Included mileage selected during the booking
Technical assistance for the vehicle in case of impairment of the vehicle not caused by the renter and/ or driver (Emergency Management Service) in Germany

## 7) WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?

EMobG proposes several additional services as mentioned in the recommended Tariff and Cost List (Annex 2).

## 8) WHAT IS INCLUDED IN THE PRICE YOU PAY?

The information you provide EMobG at the time of booking (such as the duration of the rental, your age or the age(s) of any additional driver(s)) will have an impact on the price you will pay. Any change to that information could therefore mean a change in the price. The price of your rental will be those in force at the time of booking or at the time you make any subsequent changes to the booking.

The price you will pay comprises the following costs:

- a) The rental charge for the vehicle for the agreed rental period (this will include the standard mobility services above mentioned)
- b) Any charges applicable to additional mileage (when it is possible at the time of booking the additional kilometers that will be made)
- c) Any other mobility services or additional accessories you choose to add at additional cost
- d) VAT (at the current rate at the time of billing)
- e) Any additional fees that are linked to you and additional drivers personally (for example, Young Driver Fees for drivers younger than 23).

By contracting with EMobG, you expressly allow EMobG to charge your means of payment for any unpaid amount related to your rental. In this regard, your express consent will be given at our station when you will provide our agent with your means of payment before picking up the vehicle.

## 9) WHAT ARE THE OTHER FEES/ CHARGES THAT I MAY HAVE TO PAY?

- a) The deposit. In addition to the rental price (that you have prepaid during the booking or that you will pay at the pick-up time or at return), EMobG is requiring you to leave EMobG with some security for any additional charges that may arise during your use of a vehicle

over the hire period. This security is in the form of a financial deposit which takes the form of a bank pre-authorization when you are paying with credit card. If you are going to pay via Girocard (Maestro, VPay Card), your bank account will be charged with the deposit amount. Besides this, you are also entitled to pay the deposit in cash for the allowed vehicle categories. If you have booked your vehicle by remote means of communication (website, mobile application or phone) the deposit amount is recalled in the confirmation email that you will have received following your booking. In any case, the deposit amount will be reminded at our station. If you are paying by credit card, the deposit takes the form of a bank pre-authorization. Should you need any additional information regarding the deposit, please refer to the paragraph below (article 19 "Must I pay a deposit before picking up the vehicle?")

- b) EMobG may also charge you for various charges and fees that EMobG will have to apply relating to incidents that may have occurred during the hire period and/ or how you used the vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the recommended Tariff and Cost List (Annex 2) attached to your confirmation email and available from our station and/ or on the Europcar website.

You are also liable of any rented accessory.

Such charges and fees include without limitation:

- c) Administration fees for identifying the driver to handle fines or tolls or any other claims that result from the rent. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the set fee. Please note that such administration fees are payable in addition to the fine or toll to which it relates and you are fully liable to pay such fines or tolls. The payment of the trailer supplement is the sole responsibility of the renter of the truck or the keeper of the trailer as appropriate.
- d) Cleaning fees for a vehicle returned in an unacceptable and/ or dirty state or having a bad odour. Extraordinary cleaning costs are calculated on a time and material basis and charged with. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the set fee.
- e) Charges for lost or stolen keys if you are responsible for the loss.
- f) The cost of not returning the accessories and documents provided in the vehicle (such as warning triangle, fluorescent safety vests,

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operating Instructions etc.3) and/ or the accessories that You have chosen to add (such as car seat, GPS, recharging cable to a household socket etc.)

- g) Damage management fee per claim.
- h) Fee for lost and found properties.
- i) Any and all fuel used during the hire period including a refueling service charge.
- j) Environmental contribution amount per rental day - the amount of which is graded by the car category.
- k) The following additional specific fees and charges: (i) extra charges associated with the rental made at stations located in airports, rail stations or cruise terminals; (ii) the cost to return the vehicle to our station other than the one from which you picked it up; (iii) the extension of your rental; (iv) charges for additional mileage exceeding the contractual agreed included kilometers.

For the execution of the rental agreement it is necessary, that EMOBG is authorized to debit all your costs provided by law or contract in connection with the car rental from your means of payment. Moreover you give approval in our station, if you give to our representative your currency before the car pick up. In particular, you entitle us to collect the contractually owed incidental processing costs relating to administrative offences and fine procedures as well as warnings and fines that EMOBG has paid, through your credit card if you are responsible for the underlying traffic offences.

When you do return the vehicle to EMOBG, you must take the opportunity to inspect the vehicle together with the EMOBG agent or its representative and countersign a vehicle restitution damage report.

On your request, EMOBG shall give you a signed document where EMOBG declares that the vehicle was returned to EMOBG.

EMOBG cannot be held liable for any property and/ or objects you may have forgotten in the vehicle, unless you can prove that the property and/ or objects went missing in the area of responsibility of EMOBG.

### 10) WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?

If you notice any apparent defect or damage that is not described on the rental agreement, then you should ensure a note is made on the document and that both you and the

EMOBG agent sign with regard to the change. This also applies for any apparent defects or damage to the booked accessories.

Alternatively, the defect or damage can also be reported by smartphone. To do this, please send an SMS with the word "Pre-Claim" to 0177/178 3001 or scan the QR Code on the Claims Management flyer. When using the QR Code, an SMS is generated which you only need to send. You will then receive a link to an online form where you can report the defect or damage.

### 11) WHAT PROCEDURES APPLY WHEN RETURNING THE VEHICLE?

You are obligated to return the vehicle to our station or at the agreed collection location at the latest on the date and at the time shown on the rental agreement.

#### a) Return of the vehicle during our station opening hours

You may return the vehicle to another of our station for the cost mentioned on the recommended Tariff and Cost List (Annex 2) attached to your confirmation email if you did not make the reservation on-site. This document may also be consulted on-site at the stations and/ or on Europcar website.

The hire period will end when you return the vehicle to our station and hand the vehicle keys and the registration documents to an EMOBG agent or its representative.

Any return of the vehicle at a time earlier than the date and time mentioned on the rental agreement shall not give rise to any reimbursement. You are entitled to demonstrate that no damage has occurred through the earlier return of the vehicle or is considerably less than the retaining part of the

#### b) Out-of-hours return service

EMOBG recommends returning the vehicle during the normal opening hours of its stations. However, to meet the specific needs of some of its clients, EMOBG offers an additional out-of-hours service at certain stations. You can find our stations with 24-hour service and stations with extended opening hours on our website europcar.de.

If you opt for this out-of-hours service, EMOBG is entitled to draw up a vehicle condition report without your presence and after you have dropped off the keys.

In particular, you are bound to declare any incident and/ or damage that affects the conditions of the vehicle on the document that you can find in the vehicle documents folder in the glove box of the vehicle.

Depending on the available systems and the information that you will have received from EMOBG, this document must be left in the vehicle or returned with the keys in the



drop-off box provided for that purpose.

Please note that your rental agreement does not automatically end when you drop off the keys: the vehicle will remain in the parking space where you will have parked it until opening of our station, which will then proceed to inspect the vehicle and conclude your rental agreement. Therefore,

EMobG reminds you that you must park the vehicle in the area provided for that purpose and in a manner so that the vehicle is not a danger to others or hamper traffic as stipulated by the Highway Code. The vehicle documents remain in the glove box of the vehicle. Provided that the vehicle is inspected at a later stage – during opening hours of the station – EMobG recommends you to take photographs of the vehicle in order to have evidence of the date and state of return of the vehicle once it is parked and before you dropped off of the keys.

Once the inspection has been performed, EMobG will inform you should any damage have been discovered.

EMobG cannot be held liable for property and/ or objects you may have forgotten in the vehicle, unless you can prove that the property and/ or objects went missing in the area of responsibility of EMobG.

### **c) Return of the vehicle without your presence and during our station opening hours**

If you are unable and/ or refuse to inspect the vehicle together with the EMobG agent or its representative, EMobG is authorized to inspect the vehicle itself without your presence and to register your refusal in the vehicle report.

The same procedure as the one described above will apply (see 11b).

### **d) Late return of the vehicle**

In the event that the vehicle is not returned on the date shown on the rental agreement, and if you have not informed EMobG immediately about the delay in its return, EMobG shall regard the vehicle as having been unlawfully appropriated and will be entitled to report this to the competent local authorities.

In such a case, EMobG will be entitled to charge you an additional day for each rental day at the rental tariff in effect and upon collection to charge you an compensation fee up to the amount of €50.00 in accordance with Appendix 2, unless you can demonstrate that the vehicle is no longer at your disposal through no fault of your own or that the non-restitution of the vehicle resulted through no fault of your own. EMobG may assert a claim against you for all damage and losses suffered by EMobG and all the fines, tolls, penalties, third party claims or sanctions that apply to the vehicle as a result of demands issued by public

administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence.

EMobG will also be entitled to start legal proceedings in order to claim the immediate return of the vehicle. In such case, protections and additional contractual services would have no effect.

## **12) DAMAGE TO THE VEHICLE**

In case of differences between the state of the vehicle as described upon pick-up and the one identified upon return, you may pay the amount as defined below if you or the driver have caused the damage culpably.

### **a) Damages identified upon return of the vehicle and in Your presence**

If damage to the vehicle is identified in your presence upon the return of the vehicle and if you confirm that you caused the damage by signing the return inspection report then the following provisions shall apply depending on the scope of the damage:

- For damage according to the price list for direct claim settlement: If the damage is listed in the price list and there are no other reasons to proceed in a different way (e.g. gross negligence, deliberate action, vehicle change over during the rental period, special charging structures) then the damage will be billed on the basis of the price list for direct claim settlement if you pay it directly on site upon return of the vehicle. This price list is available in every of our stations and on the Europcar website. If direct damage settlement is falsely utilized on the basis of the information you provide (e.g. accident with third parties involved, gross negligence, breach of duty) EMobG reserves the right to assert damage compensation claims beyond this after the fact.

If you request proof of damage after the fact then we will charge you a flat-rate fee.

If you do not pay for the damage directly on site then it will be billed on the basis of a cost proposal or an expert report plus a flat-rate fee for the processing of the claim.

Insofar as we charge you on the basis of the above subsections with a flat-rate fee you are entitled to demonstrate that a damage in the amount of the flat-rate fee has not occurred or is considerably less.

- (2) For all other damages: Damage which is not listed in the aforementioned price list for direct claim settlement will be calculated on the basis of a cost proposal or an expert report plus a flat-rate fee for the processing of the claim. Also for this flat-rate fee you are entitled to demonstrate that damage in the amount of the flat-rate fee has not occurred or is considerably less.

If you do not sign the return inspection report the procedure

described in 12 b) shall apply.

## **b) Damage identified in your absence upon return of the vehicle outside opening hours**

If damage to the vehicle is identified by an EMOBG representative in your absence after the return of the vehicle the following shall apply:

(1) If you rented the vehicle from EMOBG as a consumer EMOBG will send you the following documents:

- return inspection report for the vehicle with a description of the identified damage
- photos of the damages
- a cost proposal or an expert report of the required repair
- costs

If you have objections to the identified damages and billing, you can notify us of this by sending an email or a letter within 14 days of the sending of the documents.

If you do not raise any objections at all or if you only raise unreasonable objections within the 14-day period EMOBG reserves the right to bill you for the required repair costs plus a flat-rate fee for the processing of the claim.

(2) If you rented the vehicle as entrepreneur EMOBG will bill you for the required repair costs plus a flat-rate fee for the processing of the claim. EMOBG will send you the following documents with the invoice:

- a cost proposal or an expert report of the required repair costs
- photos of the damages
- the return inspection report for the vehicle with a description of the identified damages

EMOBG reserves the right to exclude customers with conspicuous damage event behavior from future rentals.

## **c) Common rules**

Please note that depending upon the damage sustained by the vehicle and the type of protection you have subscribed to with EMOBG (see the EMOBG Insurance and Protections Provisions attached to your confirmation email or available from all our stations and/ or on Europcar's websites), you may or may not be charged for the full or for the partial amount of the cost of repair.

In any case, you will be able to challenge damage and their invoicing by acting pursuant to provisions of article 26.

## **13) WHAT IS EXPECTED OF ME REGARDING VEHICLE MAINTENANCE?**

During your rental, you must take all necessary protective

measures to keep the vehicle in the same condition as that when you took possession of it.

You should remain alert to any signal from the warning lights on the vehicle's dashboard and take any necessary protective actions according to the instruction manual. Should you have any doubts, please contact our Emergency Management Service at +49 (0)40 520 188 100.

Any modification to or mechanical interventions on the vehicle are forbidden without EMOBG's prior written authorization.

Should this rule be breached, you must bear the duly justified costs of restoring the vehicle to the same state as when you took possession of it.

The renter may have repairs which are necessary in order to ensure the operating and road safety of the vehicle, and these may be carried out up to maximum €50 without further implications. Larger repairs may only be carried out with the agreement of EMOBG. EMOBG will bear repair costs

if the relevant receipts are produced, unless the renter is liable for the damage (see 23).

You will be liable to EMOBG for any detrimental consequence arising out of any infringement to the above-mentioned maintenance obligations.

If You rent an Electric Vehicle, You must also use only the cables supplied by EMOBG for recharging. Any recharging carried out with any other cable may engage Your responsibility in the event of damage arising as a result.

If You rent a cable from EMOBG that also allows recharging from a domestic socket (additional service), You must ensure that your electrical installation complies with the standards in force and the requirements defined by the car manufacturer before proceeding with any recharging. Failing this, and in the event of damage, You will be held liable.

## **14) WHAT SHOULD I DO IN CASE OF AN ACCIDENT, MECHANICAL BREAKDOWN, OTHER DAMAGES OR THEFT OF THE VEHICLE?**

In case of an accident or impairment to the vehicle's working order due to a technical defect which prevents you from continuing your travel and/ or obliges you to stop the vehicle to prevent a breakdown, you are entitled to use the Emergency Management Service, which is included in the price of your rental.

The terms of the Emergency Management Service are set out in Annex 1 of the present T&C. In the mentioned cases, you should contact our Emergency Management Service on +49 (0)40 520 188 100.

You shall inform the police and EMOBG immediately after

any accident, fire, theft or other damages caused by an animal or other incident. Claims by opposing parties may not be acknowledged. The renter shall, even if the damage is slight, produce a written report with a sketch without delay. The accident report must include the name and address of the persons involved, any witnesses and the registration numbers of the vehicles involved.

In case of theft of the vehicle, you shall provide EMOBG with a copy of the report of theft filed with the local police authorities immediately along with the keys and official papers of the vehicle if those have not been stolen.

## 15) WHEN WILL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all elements of your rental have been settled and no earlier than the day after the vehicle return date.

You will pay or be charged the full amount in one or in several parts, or EMOBG will make a direct debit via

the agreed method of payment depending on the product and payment method.

You may decide to prepay (prepayment of your booking made online, via our call center or at our station) your rental which will include the daily rental charge of the vehicle and accessories for the hire period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive a booking reservation confirmation including the prepayment. With the hire the same credit card must be presented by the renter as a currency like on the prepayment of your booking. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the resulting total amount (still) to be paid.

If you decide not to prepay your rental at booking time, the amount of the deposit plus the rental charges for the vehicle and any accessories, any additional services or drivers or protections you decide to take out before you take the vehicle away will be shown on the rental agreement that you will have to agree to and sign before picking up the vehicle. The final and total cost of your rental will be charged and invoiced at the time of return of the vehicle at the end of the rental period. Any additional fees or charges will be charged when you return the vehicle (if they can be calculated at that time).

If you have incurred extra costs, such as fines, or caused damage to the vehicle identified without your presence, EMOBG will charge you these costs and the applicable administration fees (damage management fees, fines administrative fees) at a later date when EMOBG becomes aware of them.

In this respect, you will have a fourteen (14) day period starting from the date the billing notification is sent (by email

or regular post) to challenge and justify not being the person responsible of the fees. In case of no objection or justification from you within the aforementioned period, the amount of these fees will be charged.

The renter agrees to receive the invoice in digital format at the listed e-mail address if he has provided his e-mail address to EMOBG and not to receive the invoice in paper format any longer. It is the responsibility of the renter to ensure that the e-mail address provided from the renter is valid and the receipt of e-mails is possible at the listed e-mail address.

The renter has the right to object the receipt of invoices in electronic format at any time. EMOBG will then provide the renter with an invoice in paper format. The renter is liable for additional costs incurred thereby for the sending of the invoice in paper format and the mailing costs.

If payment is by direct debit, a pre-notification of one day is agreed which is fulfilled with the sending of the debit notification.

In addition, if the due date of the payment shown on the

invoice has expired and if you do not pay after having

received a written warning, you have to pay a default interest of 5% above the relevant base rate if you are a consumer. The default interest is 9% above the relevant base rate if you are a business customer. The renter can demonstrate that the actual loss due to default is less.

If the default of a renter makes the appointment of a debt collection agency necessary, then the renter has to bear the resulting costs if he was not evidently unable or unwilling to pay and has also not raised any other objections to the grounds for the claim.

If the invoice amount is not paid in due time, you have to pay the default interest in addition to the non-paid invoice amount.

## 16) WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

### a) Modifications

You can modify your prepaid booking free of charge, provided You let EMOBG know **at least 48 hours before** the rental is due to start.

Please be aware that new rental prices may apply and a new mileage rate may apply if you modify Your booking and you should always use the same communication channel that You used when booking the vehicle in the first place to modify Your booking.

Modifications of your booking can be done via EMOBG website [europcar.de](http://europcar.de) using the login function (Anmelden). Alternatively, you can also call our call center at

+49 (0)40 520 188 000.

## b) Cancellation and No Show

**(1) Cancellation** - You can cancel Your booking free of charge provided that You have given EMOBG **at least 48 hours' notice before the rental is due to start.**

**(2) Late cancellation** - If You cancel giving EMOBG less than 48 hours' notice a **penalty of up to € 50 might be applied. The amount of this fee shall not exceed the price of Your rental if it is lower.** In case of prepaid booking, the prepaid amount will be refunded less a late-cancellation fee. In the event of a non-prepaid-reservation, the penalty will be deducted from the mean of payment You have provided. In case of a non-prepaid reservation and in the absence of any payment details provided, You remain liable for the late cancellation fee. You are entitled to demonstrate that the damage has not occurred or is considerably less than the No Show fee.

**(3) No show** - If you have not cancelled and fail to come to our station to pick up the vehicle at the time scheduled, a **No show fee of up to € 95 might be applied. If the price of your rental is lower than the No show fee, the No show fees 'amount will be equal to the price of Your rental.** In case of prepaid booking, the prepaid amount will be refunded less a no-show fee. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of a non-prepaid reservation and in the absence of any payment details provided, You remain liable for the "No show" fee. You are entitled to demonstrate that the damage has not occurred or is considerably less than the No Show fee.

## **(4) Failed vehicle delivery (= "Leerfahrt")**

If you do not accept the vehicle at the booked delivery time or cannot accept it due to clause 2 a) or 2 b), the renter will be charged a compensation fee for the aborted delivery up to the amount of €50.00 in accordance to annex 2 and one rental day in accordance to the agreed rental conditions. A delivery shall be deemed unsuccessful if you do not accept the vehicle on the agreed delivery date or no acceptance of the vehicle has taken place in accordance with the granted grace period of 15 minutes. The acceptance of the vehicle must be made in accordance with these terms and conditions. You are allowed to prove that EMOBG did not suffer any damage or that the damage was significantly lower.

## c) Delay

If You have prepaid Your Booking online and/ or provided Your payment card details, Your departure station agency undertakes to provide You with the chosen category of Vehicle until its closing time.

In the specific case of a Train Station or Airport, if the train or flight number is not provided in the reservation, in the event of a delay, Your departure station agency undertakes to provide You with the category of Vehicle chosen until one hour after its closing time.

If you have not prepaid Your booking online and/ or not provided Your payment card details and Your identification data (address, driver's license number, train or flight number), Your departure station agency cannot guarantee that a Vehicle will be available beyond two (2) hours from the booking time scheduled during business hours.

For deliveries, an employee will wait for your arrival for max. 15min. After this time the compensation fee in accordance to 13 b) (4) is due, if the delivery cannot take place because of your fault. You are allowed to prove that EMOBG has not incurred any damage or a significantly lower damage.

## d) Force Majeure

Under this section, you will not be held responsible in the event of cancellation of the reservation or failure to pick up the Vehicle or failed delivery due to the occurrence of an event of Force Majeure.

Legally, there is Force Majeure when an event beyond Your control, which could not be reasonably foreseen at the time of the conclusion of the contract and whose effects cannot be avoided by appropriate measures, prevents You from executing the rental contract. If You invoke it, it will be up to You to establish that the event actually constitutes a case of Force Majeure.

Please note that strikes, delays or cancellations of Your means of transport (train, plane, etc.) are not considered events of *Force Majeure* and do not exempt You from additional costs for late cancellation or no show.

## **17) WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?**

In case you want to extend the hire period shown on your rental agreement, you should take the following steps:

For any extension of less than 24 hours, call EMOBG Customer Service on +49 (0)40 520 188 000.

For any extension greater than 24 hours, you shall:

- a) Carry out a check of the vehicle together with a EMOBG agent.
- b) Pay the rental as well as any additional charges.
- c) Sign a new rental agreement or an addendum to the initial rental agreement.
- d) Present a means of payment for the extension of the rental period.

If you don't comply with the above-mentioned conditions,

the terms of the section 'What procedures apply when returning the vehicle?' above will apply.

## 18) WHAT IS THE FUEL/ ELECTRICITY POLICY?

The rules applicable to fueling and refueling (or electricity charging) of a Vehicle depend on the country of rental and the type of rental product you have selected. Please check carefully the rules applicable for every rental you make. Please ask EMobG's agent for details of all available options when you collect the Vehicle.

### 1. Thermal and/ or hybrid vehicle (as far as the fuel part is concerned)

All Vehicles are supplied with a full tank of fuel at pick up. Two options may then be made available to You:

#### FULL TANK OPTION REFUNDABLE

- At pick up you pay for the price of a full tank of fuel. The price of this will depend on the Vehicle category.
- If you return the Vehicle with a full tank of fuel (proof of filling may be required), EMobG will reimburse you the price of the full tank of fuel paid at the time of pick-up.
- If You return the Vehicle with a fuel tank that is not full to its maximum capacity, EMobG will not reimburse You for the unused fuel.

#### FULL TO FULL

- We provide you with a vehicle with a full tank of fuel
- You return the vehicle with a full tank of fuel
- You pay nothing for either refueling service charge nor fuel

At return, to consider the tank as full, different rules are applied depending on the kilometers driven during the rental.

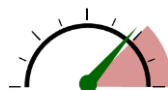
#### a) You have travelled less than 100 km during your rental period and can provide proof of refueling:

The distance driven is determined on the basis of the difference between the kilometers readings at the time the rental of the vehicle and its return. Depending on the manufacturer, the fuel gauge rarely changes after driving

100 km. You are therefore required to provide a valid receipt from the fuelling station proving that the vehicle was refueled with the quantity of fuel that the vehicle consumes on average per 100 km in proportion to the distance travelled during your rental period. In addition to the fuel price, you will pay a flat-rate refueling fee per refueled liter of fuel. The current valid price per liter including the flat rate refueling fee is available in our stations. The renter is entitled to demonstrate that no costs or considerably lower costs for refueling occur. Please ask the employee at our Station for additional information about the average consumption of the vehicle model that you have rented.

#### b) You have travelled more than 100 km during your rental period and the fuel gauge shows a full tank:

The distance driven is determined on the basis of the difference between the kilometers readings at the time the rental of the vehicle and its return. The tank is considered full if the fuel gauge shows the maximum fuel level (8/8). The tank is not considered full if the tank gauge shows a fuel level that is less than the maximum fuel level. The 1/8th method is applied as the basis for calculation. For this, the tank capacity of the driven vehicle is divided into 1/8ths and the resulting missing quantity of fuel is converted into liter and stated on the invoice. If the tank gauge lies between two 1/8th values then you will be charged for the missing 1/8ths by means of rounding to the next 1/8th.



Example: If the vehicle is returned with a fuel level of 5.8 then you will be charged for 2/8ths of the tank.

The employee at our Station can inform you about the fuel price per liter including the fueling fee when the vehicle is returned.

### 2. Electric and/ or plug-in hybrid vehicle (for the electricity part)

In the case of rental of an electric vehicle, the Vehicle will be returned to you with a minimum charge level of 95% on departure from the rental agency, and no minimum charge level will be required on return of your Vehicle.

If you are renting a Plug-In Hybrid (gasoline/ electric) Vehicle, the Vehicle will be returned to you upon departure from the rental agency with a full tank of fuel and a minimum charge level of 80%.

When you return the Vehicle, as regards the fuel, the provisions set out in 1/ above will be applied depending on the option you have chosen.

With regard to electricity, no minimum charge level will be required when you return your Vehicle.

### 19) MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

When you pick up the vehicle, you have to pay a deposit. If you pay with a credit card, an authorization is made for the deposit. If you pay the deposit via Girocard (Maestro, VPay Card) the amount for the deposit will be debited from your bank account. You can also pay the deposit in cash for certain vehicle categories approved by EMobG. A cash handling free (see pricing list annex 2) will be applied. If you have prepaid your booking, the same credit card is to be presented with the hire for the amount for the deposit, like you used for the prepayment of your booking.

The deposit is intended to cover additional rental costs. You will find further information on the Europcar website under "deposit guideline".

If you have paid for your hire in advance, the amount of the deposit is 300 EUR (or the equivalent in local currency). If you have not already paid for your rental when you made

the reservation, the rental cost will also be blocked to your credit card. In this case the amount blocked to your credit card will be the rental cost plus 300 EUR (or the equivalent in local currency).

For the rental destinations Germany, United Kingdom and Portugal, when you purchase a protection which reduces the damage excess to 0€, the deposit amount will be reduced to 100€ (or equivalent in destination country currency).

In any case, the final amount is stated on the confirmation email which is sent to you when you make your reservation and in the hire agreement. Please note that for prepaid booking, if you subsequently make additional purchases at the desk, the amount of these additional sales shall be added to the sum of the deposit. The deposit shall be released at the end of your hire agreement if no other costs are payable. If the deposit is paid on cash or by Girocard, you shall be reimbursed within 8 working days.

## **20) CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?**

If you are a foreign hirer holding a Visa or MasterCard credit card (with a base currency other than euro), you can benefit from the currency conversion facility into the card's base currency when paying for your rental. The EMobG agent offering this facility to you will enter your reply into the system and the rental agreement will specify the option chosen. In that case, EMobG will take care of the currency conversion, using an exchange rate based on the Reuters index, including an exchange fee of 3.25%.

If you wish to change your mind, you can do so by making the appropriate declaration when returning the vehicle to the EMobG counter and will be forwarded your final invoice in Euros.

If EMobG for technical reasons is not in the situation to make available this service, or if a currency conversion in the base currency according to your Credit card terms is excluded, the Conversion is done on basis of the conditions of your bank. To make available this service, or if a currency conversion in the base currency according to your Credit card terms is excluded, the Conversion is done on basis of the conditions of your bank.

## **21) WHAT IS EMOBG DOING TO PROTECT MY PERSONAL DATA?**

When you make a rental, EMobG is required to collect and process personal data about you and the designated Driver(s) in order to:

- manage your booking, rental contract and payment,
- Manage and update a list of at-risk clients,
- communicate information to you about similar services that we believe may be of interest to you, within the

framework of the applicable legal provisions. You can unsubscribe from these communications at any time by contacting our customer service department, via your customer account in the communications preferences management tab or via the unsubscribe link in the email you will have received, and, where appropriate, to:

- manage your loyalty program,
- manage traffic tickets for traffic violations committed with your vehicle during the rental period,
- manage the geolocation of your rental vehicle if the vehicle was equipped with such a device.

EMobG keeps your personal data for the time necessary to fulfill the purposes mentioned above, if applicable, supplemented by those mentioned in our Privacy Policy.

The recipients of the data collected are the companies and agencies of the Europcar Mobility Group, their franchisees and partners, third parties who have a legitimate claim against the tenant as well as the competent authorities, in particular in the event of a traffic offence committed during your rental. The recipients of your personal data may be located within or outside the European Union. In the event of data transfer to a recipient located in a country whose legislation relating to the protection of personal data does not provide an adequate level of protection within the meaning of the regulations relating to data protection, Europcar Germany will put in place appropriate guarantees within the meaning of these same regulations.

In accordance with applicable law, you have the right to access, rectify and delete data concerning you, the right to forget, the right to oppose the processing of your data, the right to portability and the right to organize the fate of your personal data after your death. You can exercise these rights by sending your request:

- by simple letter to the following address: EMobG Services Germany GmbH, Anckelmannsplatz 1, 20537 Hamburg
- or by email at the following address: [dpo@europcar.com](mailto:dpo@europcar.com)

You also have the right to lodge a complaint with the data protection authority.

We invite you to contact us at the contact details above before making any complaint to the data protection authority.

For more information on how we treat your personal data, you can read our Privacy Policy available at the following address: <https://www.europcar.de/datenschutzrichtlinie> and on any of our national sites. You can also ask for it at your rental agency.

## **22) ARE VEHICLES EQUIPPED WITH TRACKING DEVICES AND DATA IN NAVIGATION AND MOBILE PHONE SYSTEMS?**

All vehicles of EMobG are equipped with technology that makes it possible to determine the vehicle's position.

You agree that EMobG will collect, store and use GPS-

coordinates and speed measurements if you will not return the vehicle within the agreed time period, use the car outside

the agreed contract territory, border areas and harbor areas. The purpose of collection, storage and use of your personal data are exclusively protection of our vehicles and the contractual rights of EMOBG. Please note that we can be obliged to hand over personal data on the basis of official orders.

Most of the vehicles of the EMOBG fleet are as far as possible equipped with information- and communication systems as for example with navigation devices and mobile telephone systems. The purpose of the information- and communication systems is not to collect personal data of the renter and driver. You as renter respectively driver are obliged before you return the vehicle at the end of the rental to reset all data in the information- and communication systems to the works setting and to delete all collected personal data out of the navigation devices and mobile telephone systems. You can find in every vehicle in the EMOBG fleet an operating instruction which includes an instruction for the resetting of the information- and communication systems to the works setting.

### 23) WHAT IS MY LIABILITY IN CASE OF DAMAGE?

- a) The renter is liable for repair costs for accident damage, loss, theft or improper operation of the vehicle or impairment of contractual obligations according to clauses 2, 3, 5 and 14 of these conditions in case of a write-off for the replacement value of the vehicle less the residual value unless the renter is not responsible for the occurrence of the damage.
- b) The renter is also liable for any consequential damage, particularly reduced value, towing costs and fees for technical experts and a fee for administration costs. The renter is not liable if neither the renter nor the driver is responsible for the damage.

If an exemption of liability is agreed against payment of an additional sum, then EMOBG exempts the renter with regard to damage to the rental vehicle in accordance with the principles of vehicle damage (collision) insurance based on the relevant valid sample conditions of the AKB (general conditions for vehicle insurance in Germany) with subsequent deductible excess plus a flat-rate fee per incidence of damage.

The renter is entitled to demonstrate that the damage has not occurred or is considerably less than the flat-rate fee. The liability exemption covers accident damage; that is, through a sudden external incident involving mechanical force; brake damage, operational damage and pure breakage do not count as accidental damage. The exemption of liability does not therefore cover damage which occurs due to improper treatment and/ or operation,

for example through incorrect gear changes, use of the wrong fuel or loaded goods. The deductible excess for each instance of damage depend on the vehicle category.

Vehicle category	Deductible excess
High-end to upper-mid range	€ 950
Upper-mid range and particularly valuable vehicles (e.g. Audi A4), luxury class vehicles (e.g. Audi A6) and minibuses (e.g. VW Sharan)	€ 1.150
Selection	Depending on vehicle category up to € 4.000
Vans, up to group 3	€ 900
Vans, group 4 and 5	€ 1.200
Vans, groups 6 and 7	€ 1.500

A list of the deductible excess applicable for the relevant vehicle is available at the place of conclusion of the contract. These deductible excesses only apply when no different individual agreement has been made.

- c) The exemption of liability does not release the renter from the contractual obligations under clauses 2, 3, 5 and 14 of these conditions. The renter is fully liable in case of intentional infringement of the contractual obligations, particularly for damage, which occurs due to an unauthorized driver (clause 2) or due to a forbidden use (clause 5). If the renter has intentionally fled the scene of an accident or infringed obligations under clause 14, the renter is also fully liable, unless the infringement has no effect on the assessment of the damage incident. In case of grossly negligent infringement of a contractual obligation, the renter is liable in the proportion of the extent of the fault of the renter. The renter is also fully liable for intentionally caused damage. If damage is caused through gross negligence, liability is in proportion to the fault of the renter.
- d) If cover for fire and theft is concluded, the renter is liable particularly for damage to glass, damage caused by game animals, fire, the elements and marten damages with the deductible excess mentioned in clause 23 per claim plus set fee, if no different individual agreement has been made. The renter is expressly entitled, with regard to the set fee, to demonstrate that there has been no cost or the cost is considerably less than the set fee.
- e) In other cases, the statutory regulations apply.

## 24) LIMITATION

If an accident has been recorded by the police, compensation claims by EMOBG against the renter will only be due after EMOBG has had the opportunity to inspect the investigation file. The period of limitation begins at the latest six months after return of the vehicle. In case files are to be inspected, EMOBG will notify the renter without delay of the date of inspecting the file.

## 25) LIABILITY OF EMOBG

Any liability of EMOBG due to the infringement of their contractually regulated duties is restricted to cases of intentional or gross negligence, including the intentional or gross negligence of representatives and employees. EMOBG is liable in accordance with the statutory provisions for infringement of essential contractual duties (Kardinalspflichten). In this case liability is limited to the extent of compensation for typical contractual losses. Liability for culpable violation of life, body or health remains unaffected; the same applies for compulsory liability under the terms of the product liability law.

## 26) WHAT HAPPENS IN CASE OF A DISPUTE WITH REGARD TO MY RENTAL?

### a) Applicable law

In case of a dispute between you and EMOBG regarding your rental, German law is applicable.

### b) Customer Relations Service

Please contact the Customer Relations Service of the EMOBG country where you made your reservation. This country may be different from the one which is renting the vehicle to you or from the country of your place of residence.

For bookings you have made via EMOBG, you can contact the Customer Relations Service at the following addresses and telephone:

EMOBG Services Germany GmbH  
Anckelmannsplatz 1  
20537 Hamburg

Telephone: +49 (0)40 520 188 000  
Internet: [www.europcar.de](http://www.europcar.de)

### c) Notifications

All notifications directed to you from EMOBG pursuant to your rental agreement shall be sent to the addresses indicated in the latter, and which you and EMOBG shall recognize as the

elected domicile for all purposes. Any modifications must be communicated to the other party.

### d) Mediation

The European Commission has set up a platform for the out-of-court online settlement of consumer disputes at <http://ec.europa.eu/consumers/odr/>. EMOBG will not participate in a dispute resolution procedure before a consumer arbitration board and is not obliged to do so.

### e) Jurisdiction for rentals made on a professional basis

In case both parties are businesspeople in the sense of the German Commercial Code or if the party against which a claim has been made has no place of general jurisdiction in Germany, Hamburg-Mitte is the exclusive applicable place of jurisdiction.

### f) Contractual documents

The binding documents between you and EMOBG are, by order of priority, the following:

- The rental agreement and its specific conditions (the document signed by you at the moment of the pick-up or the first day of rental)
- The confirmation email (where you have pre-booked your rental)
- The EMOBG Insurance and Protection Provisions
- The recommended Tariff and Cost List (Annex 2)
- The present T&C which apply to all aforementioned documents

## 27) IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

EMOBG views itself as being obliged to the code of conduct for the car rental industry. You may obtain more details on the website [leaseurope.org](http://leaseurope.org). You can find the German version under: [www.bav.de](http://www.bav.de).

## 28) WHO OWNS THE VEHICLES RENTED BY EMOBG SERVICES GERMANY GMBH?

The companies Securitifleet SAS, Securitifleet GmbH, Securitifleet SL and Securitifleet S.p.A own a substantial part of the fleet rented out by EMOBG to its customers in accordance with these T&C and have granted a pledge over their vehicles in favor of, among others, Crédit Agricole Corporate and Investment Bank and its successors and assignees. For the purposes of these pledges, Europcar France SAS has been designated as a third-party holder in accordance with Article 2337 of the





## TERMS AND CONDITIONS OF HIRE OF EMOBG SERVICES GERMANY GmbH

French Civil Code. As a result, if the company Securitifleet SAS, Securitifleet GmbH, Securitifleet SL or Securitifleet S.p.A is designated as owner of the leased vehicle on the registration certificate, a copy of which was given to you, any return of the vehicle by a customer of Europcar France SAS must be strictly made to Europcar France SAS in its capacity as third-party holder or, if the need arises, to any other entity that may replace Europcar France SAS in that capacity and under no circumstances to Securitifleet SAS, Securitifleet GmbH, Securitifleet SL or Securitifleet S.p.A. For further information, please contact the legal department of EMOBG at the following address: Anckelmannsplatz 1, 20537 Hamburg.

## ANNEX 1

### EMERGENCY MANAGEMENT SERVICE TERMS AND CONDITIONS

For the duration of the Rental Period agreed with EMOBG, and provided that You do not find Yourself in one of the cases of exclusion listed below, You benefit in Germany from personal assistance in the event of an accident and a free breakdown service permanently linked to the use of the Vehicle, whether it is a passenger vehicle or a commercial vehicle.

With regard to the use of the rented Vehicle abroad, the assistance and breakdown services will be different according to the case as indicated below.

Finally, EMOBG reserves the right to invoice the Hirer in the event that the Hirer uses the assistance management service without reason

The Emergency Management Service comprises, amongst other benefits, the following:

- o Technical support for the rental vehicle
- o Sending out a breakdown vehicle.
- o Arranging and paying for the costs of towing a vehicle which has been involved in an accident or has broken down and cannot be repaired on the spot.
- o Locating a replacement vehicle within a radius of 100 kilometers if the vehicle cannot be repaired on the spot.  
To carry out this change of vehicle, a Vehicle of the same category will be sought first, but no guarantee can be given on this point. If the rented Vehicle was an electric vehicle, the assistance will endeavor to replace it with a vehicle of the same type, but cannot guarantee it.
- o Transportation of the beneficiaries to the rental station where the replacement vehicle is to be made available (up to 150 € in taxi costs)

If no replacement vehicle can be provided:

- Either a hotel room with breakfast for one night (excluding restaurant costs) up to 85 € including VAT per beneficiary Or transportation by taxi, train or plane (when no other means of transport can be used) to the domicile or destination in Germany or to the point of departure from Germany for non-residents up to 200 € inclusive VAT per beneficiary. If it is impossible, a hotel room with breakfast for one night (excluding restaurant costs) up to 85 € (inclusive VAT) per beneficiary will be proposed.

#### o Exclusions

Exclusion cases:

Breakdowns caused by the Customer or resulting from the use of incorrect fuel, breakage or loss of the keys/ starter card of the Rental Vehicle, as well as punctures and/ or damage to the tires are excluded from the scope of the free service and will be subject to the invoicing of a lump sum as indicated in the Recommended Rates Guide:

By subscribing to our Assistance Plus Protection (RSA), and

subject to compliance with the law and our General Rental Terms and Conditions, You will be exempted from the payment of these lump sums. To do so, You must purchase our Assistance Plus coverage for a fixed cost per rental day as indicated in the Recommended Rates Guide. The Assistance Plus Protection (APC) is detailed in the General Conditions of Insurance and Coverages.

If you rent a private passenger vehicle, You can benefit from a free breakdown service even abroad within the limits of the Authorized Territories by subscribing to the Emergency Service Abroad (EMS).

The EMS is a fee-based foreign assistance service. In the event of a breakdown, accident or human error, customers driving abroad with a passenger vehicle benefit from assistance that exempts them from the towing and roadside assistance package. The Assistance Service abroad also includes the Assistance Plus protection.

Customers who have subscribed to this Foreign Assistance Service can thus benefit from pick-up and repatriation services in the event of a breakdown of the Vehicle in one of the Authorized Territories:

o In the event of breakdown - if the Vehicle cannot be repaired on the spot, assistance will organize and pay for the cost of towing to the nearest dealer or agent of the Vehicle brand.

- o Organisation and payment of the costs of recovering a Vehicle that has been involved in an accident or has broken down and cannot be repaired immediately,
- o Searching for a replacement Vehicle within a 100km radius, if the Vehicle cannot be repaired immediately (N.B.: the rental contract will continue to run until the last day of the originally agreed rental period). In order to carry out this change of Vehicle, priority will be given to finding a Vehicle of the same category, but no guarantee can be given on this point. The same shall apply to specific equipment or, if the rented Vehicle was an electric vehicle, the Assistance shall endeavor to replace it with a vehicle of the same type, but cannot guarantee this,
- o Transport of the beneficiaries to the rental agency where the replacement Vehicle is located (up to 150 euros taxi fare)

o If no Replacement Vehicle can be identified :

- Or the customer waits on site for the repair and as such benefits from a hotel room for one night (excluding catering costs), within the limit of eighty-five euros all taxes included (85€TTC) per beneficiary,
- Either the customer is repatriated to his home or to the rental agency of departure: transport by taxi, train or plane (when only this means can be used) to the home or destination in Germany or to the point of departure from Germany for non-residents within the limit of 400€ euros (including tax) per beneficiary. If repatriation is not possible, the customer will be offered to stay in a hotel room for one night (excluding catering costs), up to a limit of eighty-five euros (85€) per beneficiary, all taxes included.

The Assistance Service Abroad is detailed in the General Terms and Conditions of Insurance and Coverages, and its

rate is indicated in the Recommended Rates Guide. In case of rental of a private passenger vehicle, You can benefit from a free breakdown service even abroad by taking out the Coverage/ Protection Emergency Management Service Abroad, which also includes the Assistance Plus protection. The Emergency Management Service Abroad protection is detailed in the General Terms and Conditions of Insurance and Coverages, and its price is indicated in the Recommended Price Guide.

III - The cases of breakdown service and assistance listed below are systematically excluded from the free and/ or paying breakdown service and will give rise to invoicing:

- Assistance for Vehicles rented in Germany that do not respect the territoriality rules defined in point 3) Where can I drive the vehicle? unless a derogation is expressly granted by EMOBG
- ○ Assistance of Commercial Vehicles rented in Germany and driven abroad.
- ○ Any incidents or damage resulting from taking part in car tests, sporting events, rallies or any type of competition.
- ○ Changes of utility vehicles abroad
- ○ Interventions on rural roads and tracks that are not passable, or interventions following a bogging down of the road.
- The immobilization of the vehicle by the police or legal immobilization (sequestration, etc.) .whose cause is attributable to the client
- The boat crossing costs that EMOBG would be obliged to pay to ensure the repatriation of the rented Vehicle,
  
- Customs duties that EMOBG would be obliged to pay to ensure the repatriation of the rented Vehicle
- Repair costs incurred by the customer independently of the assistance will not be reimbursed

### ANNEX 2

#### – RECOMMENDED TARIFF AND COST LIST – EMobG

Thank you for choosing Europcar.

“If you add any additional services that you did not already selected during your booking, please note that the price list may evolve between the booking date and the starting date of your rental. For all these additional services, only the applicable rates on the date you rental will apply.”

#### Equipment Tariffs

Europcar				
Equipment Tariffs incl. VAT	Price per day	Price max.	Liability	Additional information
ADDITIONAL DRIVER	€ 9.00	€ 50.00		
AIR CUSHION FOIL	€ 6.00			To buy
BABY SEAT	€ 12.00	€ 60.00	€ 250.00	
BICYCLE RACK	€ 8.00	€ 40.00	€ 250.00	Not available in all stations
CARRY BELT	€ 5.00			To buy
DIESEL GUARANTEED	€ 6.00	€ 84.00		
LUGGAGE RACK	€ 10.00	€ 60.00	€ 100.00	Not available in all stations
NAVIGATION SYSTEM	€ 9.00	€ 60.00	€ 250.00	
PACKING CASE	€ 2.40			To buy
PROTECTIVE COVERING	€ 3.50			To buy
TROLLEY	€ 14.00	€ 42.00	€ 80.00	To rent
SNOW CHAINS	€ 15.00	€ 90.00	€ 300.00	
SNOW TYRES	€ 17.00	€ 125.00		Weekend price: € 10.00 per day, max. € 84.00
TIE BELT	€ 3.50			To buy
TRAILER HITCH	€ 15.00	€ 165.00	€ 200.00	Not available in all stations and for all categories
YOUNG DRIVER SURCHARGE	€ 10.00	€ 50.00		Mandatory for Young Drivers (18-22 years)
SAFETY VEST	€ 3.15			To buy
Cross Border Fee (CBF)	€ 7,50	€ 30.00		Binding for permitted trips abroad
Loss of Electric-Vehicle-Cable		€ 250.00	€500.00	Fee for losing the EV-Cable of the rental car

ANNEX 2 – Services				
Services Tariffs incl. VAT	Price per day	Price max.	Liability	Additional information
AFTER HOUR		€ 32.00		Rentals outside the opening hours at selected stations
NIGHT RETURN		€ 10.00		Returns outside of opening hours
EMERGENCY MANAGEMENT SERVICE ABROAD		€ 15.00		
DELIVERY/ COLLECTION		€ 35.00		Incl. 10 kilometers additional km: € 1.50
ONE WAY RENTAL CARS		€ 35.00		One way in another town in Germany (for Sylt: 150€ one way charge)
ONE WAY RENTAL CARS		€ 22.00		Within a city from or to airport-railway-station
ONE WAY RENTAL CARS		€ 16.00		One way within the same city to another rental station
ONE WAY RENTAL TRUCKS AND VANS*				Price depends on the delivery station and vehicle size
*Without special trucks				
ONE WAY RENTAL TO ANOTHER COUNTRY				Return at station in another country. Price depends on check-in station
REFUELLING COST incl. Service				Price is available in our stations
BATTERY SURCHARGE for electric vehicles		€18.00		Depends on the Electric Vehicle booked. Electric vehicles can be returned with empty battery

ANNEX 2 – Costs				
Costs		Price		Additional information
FINES ADMINISTRATION FEE		€ 30.00		For identifying the driver for justified claims against the driver
HANDLING FEE LOST PROPERTIES		€ 20.00		
CASH-HANDLING-FEE		€ 10.00		For any payment via cash per rental
HANDLING FEE DAMAGES		€ 95.00		
CLEANING COST		€ 200.00		Heavy soiling/Odor impairment
LOST/ THEFT OF CAR KEY		€ 500.00		
LATE CANCELLATION FEE < 48 h		€ 50.00		Per booking
NO SHOW FEE		€ 95.00		Per booking
FOR PASSENGER CARS: ENVIRONMENTAL CONTRIBUTION PER RENTAL DAY		€ 0.60 € 0.71 € 0.83		Car category Economy/ Compact Car category Intermediate/ Standard Car category Fullsize/ Busses
Assistance & Personal Protection		€ 9.00 € 7.00 € 5.00		1 to 7 days 8 to 14 days > 15 days
Cost lump sum for emergency management services		€ 70.00		In the event of breakdowns caused by the customer
DUNNING FEE		€ 4.00		Per dunning



# TERMS AND CONDITIONS OF HIRE OF EMOBS SERVICES GERMANY GmbH

UNSUCCESSFUL DELIVERY/COLLECTION		€ 50.00 and 1 rental day		Costs for unsuccessful Delivery/Collection. Additionally one rental day
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ANNEX 2 – Personal Accident Protection	
Tariffs incl. VAT	
Duration	Price per day
1-6 days	€ 10.00
7 days	€ 8.57
8 days	€ 7.50
9 days	€ 6.67
10 days	€ 6.00
11 days	€ 5.45
12 days	€ 5.00
13 days	€ 4.62
14 days	€ 4.29
15 days	€ 4.00
16 days	€ 3.75
17 days	€ 3.53
18 days	€ 3.33
19 days	€ 3.16
20 days	€ 3.00
21 days	€ 2.86
22 days	€ 2.73
23 days	€ 2.61
24 days	€ 2.50
25 days	€ 2.40
26 days	€ 2.31
27 days	€ 2.22
>28 days	€ 2.14

Price in Euro and incl. VAT.

If additional equipment is rented or bought at airports, train stations or cruise ship terminals, we currently charge a service fee of 24.9 % of the total net rental, except fuel.

Subject to change.

to be used to estimate the time to collision (TTC) for a vehicle in front of the ego vehicle. The model is based on the assumption that the vehicle in front of the ego vehicle is moving with a constant velocity. The model is based on the following equation:

$$TTC = \frac{d}{v_{ego} - v_{front}}$$

where  $d$  is the distance between the ego vehicle and the vehicle in front of it,  $v_{ego}$  is the velocity of the ego vehicle, and  $v_{front}$  is the velocity of the vehicle in front of it. The model is used to estimate the time to collision for a vehicle in front of the ego vehicle. The model is based on the assumption that the vehicle in front of the ego vehicle is moving with a constant velocity. The model is based on the following equation:

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