



General Rental Conditions of the  
EMobG Services Germany GmbH for  
rentals under the Europcar and  
Buchbinder brands

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## Table of contents

Table of contents .....	0	16) Changing or canceling a booking.....	9
Preamble .....	1	17) Rental contract extensions.....	10
1) To whom do the conditions apply?.....	1	18) Fuel Directive and Charging Directive for electric vehicles .....	10
2) Who may rent and who may drive the vehicle?.....	1	a) Internal combustion and/or hybrid vehicles .....	11
a) Who may rent?.....	1	b) Electric and/or plug-in hybrid vehicles (as far as the battery is concerned) .....	11
b) Who is authorized to drive the vehicle? (Authorized drivers).....	2	19) Regulations on the deposit payment.....	11
c) Who is not allowed to drive the vehicle? .....	2	20) Regulations for payment with a foreign credit card .....	12
3) Where may the vehicle be driven? (contract territory).....	2	21) Protection of personal data .....	12
4) Liability for items transported in the rental vehicle .....	3	22) Vehicles with a positioning system and data in navigation and cell phone systems (GPS) .....	12
5) What are the obligations of the renter and the driver with regard to the vehicle? .....	3	23) Liability of the tenant in the event of damage.....	13
During the rental period, you are obliged to take all necessary measures to maintain the vehicle in the condition specified in the contract. In particular, the renter and the driver must carry out the usual vehicle checks, e.g. oil, water level, tire pressure and AdBlue. ....	4	24) Statute of limitations.....	13
6) Which mobility services are included in the rental price? 5		25) Liability of EMobG.....	13
7) Which mobility services are not included in the rental price? .....	5	26) Special conditions for the rental of vehicles via the EUROPCAR Van Sharing App .....	14
8) What is included in the rental price? .....	5	a) Registration, rental, rental period .....	14
9) What other fees/costs may apply? .....	5	b) Rental price, kilometers and compensation for use .....	14
10) What must the renter or driver pay attention to when collecting the vehicle?.....	6	c) Terms of payment and provision of security .....	14
11) What rules apply when returning the vehicle? .....	6	d) Vehicle inspection by the renter, damage report.....	14
a) Return of the vehicle during the opening hours of the EMobG stations .....	6	e) Refueling.....	15
b) Return service outside opening hours.....	6	f) Return (parking at the end of the rental period) .....	15
c) Return of the vehicle without your presence and during the opening hours of the EMobG stations.....	7	27) Settlement of rental disputes .....	15
d) Late return of the vehicle .....	7	a) Applicable law .....	15
12) Damage to the vehicle .....	7	b) Customer service.....	15
a) Damage detected in your presence upon return .....	7	c) Communications .....	15
b) Damage discovered in your absence when returning the vehicle outside opening hours .....	8	d) Mediation .....	15
c) General provisions .....	8	e) Jurisdiction for vehicle rentals made on a commercial basis .....	15
13) Obligations of the renter and driver with regard to the maintenance of the vehicle .....	8	f) Order of precedence of the contractual documents .....	16
14) Obligations of the renter and driver in the event of an accident, other damage, breakdown or theft of the vehicle.....	8	28) Applicable code of conduct for car rental companies....	16
15) When is the rent invoice issued and when is payment due?.....	9	29) Who is the owner of the vehicles leased by EMobG? ...	16
		APPENDIX 1.....	17
		CONDITIONS FOR THE USE OF THE EMOBG EMERGENCY MANAGEMENT SERVICE .....	17
		The cases listed below are excluded from free roadside assistance and will be invoiced:.....	18
		ANNEX 2 .....	19
		- PRICE OVERVIEW OF ADDITIONAL SERVICES AND COSTS .....	19



# GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

## Preamble

*The German version of the General Rental Conditions represents the original version. This version of the General Rental Conditions translated into English is for informational purposes only. It does not replace the original German version.*

Thank you for renting a vehicle from Europcar or Buchbinder!

Europcar and Buchbinder are trademarks of EMOBG Services Germany GmbH (hereinafter referred to as **EMOBG**). EMOBG is a German company with its registered office at Anckelmannsplatz 1, 20537 Hamburg, registered with the Hamburg Register Court under the number HRB 168009.

We are pleased to provide you with the following services in accordance with these General Rental Terms and Conditions (hereinafter referred to as the **Terms and Conditions**) upon conclusion of a rental agreement:

- the rental of a vehicle - be it a car, van or truck - to you as defined below in Section 1 for the period specified in the rental agreement, including accessories, which are also listed in the rental agreement.
- certain mobility services that we make available to you for all vehicle rentals and other additional services at an extra charge.

The documents relevant to the contractual relationship between you and EMOBG are:

- the rental contract with the agreed conditions (the document signed by you at the time of vehicle pick-up or on the day of rental or which you received when renting via the EUROPCAR Van Sharing App).
- the booking confirmation by e-mail (if you have booked the vehicle online or offline in advance).
- the EMOBG provisions on insurance cover
- the price overview of additional services
- these current conditions.

In the event of a contradiction between the documents listed above, the documents apply in the order indicated, i.e. document 1 applies before document 2, etc.

## 1) To whom do the conditions apply?

The conditions apply to you as the renter, who is liable to pay for the vehicle rental and all associated costs. They also apply to you as the driver and to any additional driver who is expressly entered in the rental agreement and is therefore authorized to drive the vehicle.

The tenant registered in the rental agreement is liable for payment of the rent owed under the agreement and other costs.

## 2) Who may rent and who may drive the vehicle?

### a) Who can rent?

Any legal entity and any natural person who

- has the legal capacity and legal capacity to enter into a contract with EMOBG and is willing to assume the obligation for the vehicle for the rental period; and
- has the means of payment accepted by EMOBG (see table below), whereby EMOBG prefers cashless payment

<b>EMOBG accepts the following means of payment</b>
Credit cards (Mastercard, Visa, Amex, Diners, JCB)
Girocard (Maestro & VPay Card) for cars up to the Standard category for a maximum rental period of 4 weeks, for trucks for a maximum rental period of 4 weeks
Cash payment* for cars in the Mini, Economy, Compact, Intermediate and Standard categories as well as vans and trucks for a maximum rental period of 4 weeks. Cash rentals may only be made to customers resident in Germany.
*For all cash payments/cash deposits, a processing fee ("cash handling fee") of €10.00 is charged per rental agreement (see price overview in Appendix 2)
Voucher
Checks are <u>not an</u> accepted means of payment

- and valid documents, which are listed in the table below:

<b>EMOBG requires the submission of the following documents</b>
Identity card or passport
Driving license valid in Germany in Latin script (European or international driving license or certified translation). Photocopies or digital documents are not accepted.
Proof of current address, no PO box, if necessary also via "Utility Bills" such as electricity bills

EMOBG is entitled to refuse to conclude a rental agreement within the scope of its own freedom of disposition.



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

### b) Who may drive the vehicle? (Authorized drivers)

An authorized driver of a vehicle is any natural person who

- (1) is expressly entered with full details in the rental agreement; this is generally the renter and any additional drivers entered.
- (2) presents a valid driver's license and a valid identification document in accordance with 2 a).
- (3) has the following minimum age and period of possession of a valid driving license, depending on the vehicle category (the period of possession of the driving license also takes into account the driving license (BF17) in accompanied driving):

For drivers of the vehicle category	Both requirements must be met	
	Minimum age	Valid driver's license at least since
Mini	18 years	1 year
Economy		
Economy Elite		
Compact		
Compact Elite		
Intermediate	21 years	3 years
Intermediate Elite		
Standard		
Standard Elite		
Fullsize		
Premium (incl. minibuses in this category)	25 years	
Luxury (incl. minibuses in this category)		
Special (incl. minibuses in this category)		
Selection		
Minibus	21 years	1 year
Truck group 0, 1, 2	18 years	
Truck group 3, 4, 5, 6	21 years	2 years

If the "Company confirmation driver" agreement is in place, company drivers from this company can drive the EMOBG vehicle, regardless of the minimum age and duration of driving license possession.

A separate fee is charged for drivers under the age of 23 ("Young Driver Fee"). The specified minimum age cannot be waived by adding the Young Driver Fee.

At the request of EMOBG, the Lessee is obliged to provide the names and addresses of all drivers, unless these are specified in the rental agreement. The drivers are vicarious agents of the Hirer. If the vehicle is driven by other persons (additional drivers), separate costs will be charged for each additional driver.

### c) Who is not allowed to drive the vehicle?

A person who is not entered in the rental agreement as an authorized driver may not drive the vehicle. Nor may persons who are unable to present an identification document as specified in 2 a) or 2 b).

If you allow an unauthorized driver to drive the vehicle, this constitutes a breach of the Terms and Conditions and you will be liable to EMOBG for any resulting damage caused by you and/or an unauthorized driver.

The unauthorized driver has no insurance cover or protection through additional services offered by EMOBG. Coverage then exists exclusively within the scope of the statutory liability insurance (essential insurance coverage).

### 3) Where may the vehicle be driven? (contract territory)

The renter and the driver may not drive the vehicle outside the contract territory. The contract territory covers Europe with the exception of the following countries, which may not be driven in, depending on the vehicle category:

- a) **Countries blocked for all vehicle categories:** Albania, the Baltic Republics, Bulgaria, Greece, Iceland, Romania, Turkey, Serbia, Montenegro, Macedonia, Kosovo, Bosnia and Herzegovina, Moldova, the Russian Federation, Malta, Ukraine, Belarus and Cyprus.
- b) **for vehicles in the Selection category and from the Fullsize category (except minibuses in this category) blocked countries:** Great Britain, Ireland, Italy, Croatia, Poland, Slovakia, Slovenia, the Czech Republic and Hungary.

If the Lessee drives an EMOBG rental vehicle into a restricted country (sections 3a and 3b), a contractual penalty shall be payable in accordance with the price table in Appendix 2.



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

For trips abroad within the above-mentioned and permitted contractual area, EMOBG charges a separate fee ("Cross Border Fee (CBF)", see price overview in Appendix 2). In the case of permitted trips abroad, the Hirer and the driver are obliged to inform EMOBG of the planned trip abroad at the time of booking and at the latest before crossing the border. If the Hirer does not inform EMOBG of the planned trip abroad to a permitted contractual area, the cross-border fee and an additional processing fee in accordance with the price table in Appendix 2 will be payable retrospectively. You are permitted to prove that we have not incurred any damage or that the damage is significantly lower than the respective processing fee.

If you have any questions, please contact our customer service by telephone on 040 52018-8000.

If you are using an electric vehicle, please note that it is your responsibility to check whether compatible charging stations are available in the country you intend to travel to.

Please note that you are obliged to comply with the laws, traffic regulations and any toll obligations of the country in which you are driving the vehicle. As the renter and driver, you are liable for all claims arising from the owner's liability during the rental period.

#### 4) Liability for items transported in the rental vehicle

EMOBG is not liable for the risk associated with transported items. Nor is EMOBG liable for a loss in connection with a business opportunity or for a business interruption in connection with the rental.

#### 5) What are the obligations of the renter and the driver with regard to the vehicle?

If you hire a vehicle from EMOBG, you and the driver are subject to the following obligations:

- a) The renter and the driver are obliged to return the vehicle and the vehicle keys as well as the accessories at the end of the rental period on the agreed day and at the agreed time at the agreed return location. EMOBG grants a tolerance of 29 minutes at the end of the rental period. There is a tolerance time of 15 minutes for pick-ups (see Section 11 d)). The vehicle, keys and accessories must be returned in the condition in which EMOBG provided them at the time of rental. If you do not return the vehicle as stated above, EMOBG will act in accordance with the procedures set out in these Rental Terms and Conditions (in particular in accordance with clause 11, "What rules apply when returning the vehicle?").
- b) If you intend to drive the vehicle outside of Germany, you are obliged to ensure that the vehicle is properly equipped in accordance with the applicable laws of the country in which you are driving or through which you are traveling.
- c) The Hirer and the driver are obliged to drive the vehicle in an appropriate manner, taking into account the applicable laws and regulations, and to ensure that they are familiar with all relevant local traffic regulations. You are liable for all fees, tolls, charges, fines and penalties incurred in connection with the use of the vehicle, as well as for all disturbances of possession caused by you or third parties to whom you have entrusted the vehicle, for which EMOBG is held liable, insofar as you are responsible for them. For each request from a prosecuting authority or other third party to determine the driver's data, a flat-rate fee will be charged in accordance with the price overview in Appendix 2.
- d) The Hirer and the driver are obliged to ensure that the luggage or objects transported in the vehicle are secured in such a way that no damage is caused to the vehicle and that this does not pose a risk to the passengers. The applicable regulations on load securing must be observed.
- e) The renter and the driver are obliged to ensure that the vehicle is handled with due care. They are obliged to ensure that the vehicle is locked and protected by the anti-theft device when the vehicle is parked or unattended.
- f) The Hirer and the driver may not drive the vehicle if their fitness to drive is impaired, in particular if they are under the influence of alcohol or drugs or if they are ill.
- g) Smoking is strictly prohibited in all vehicles. We are entitled to charge a lump sum for damages in the event of culpable violation of this prohibition by you or third parties transported by you. You are permitted to prove that no damage has occurred at all or that it is significantly lower than the lump sum.
- h) We hand over our vehicles to the renter ready to drive, checked and with all the necessary operating materials. The Hirer and the driver are obliged to fill the vehicle with the appropriate fuels (fuel, oil, wiper fluid, cooling water, etc.) as required during the rental period. If the wrong fuel is used, you shall be liable for the costs incurred for towing the vehicle and/or repairing the damage on the basis of the provisions in Section 12 (Damage to the vehicle). This does not apply if you can prove that the incorrect refueling is attributable to a third party.
- i) Electric vehicles must only be charged using the charging cable provided by EMOBG in accordance with the manufacturer's recommendations.
- j) The renter and the driver may not use the vehicle for the following purposes or permit such use.
  - (1) The vehicle may not be sublet, encumbered, pledged, sold or otherwise encumbered in any other way, not only the vehicle itself, but also



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

vehicle parts, vehicle keys, vehicle documents, equipment, tools and/or accessories.

- (2) For the transportation of persons for hire or for payment (e.g. for car sharing and commercial passenger transportation), unless this has been expressly agreed with EMOBG and you have the appropriate permission.
- (3) Carriage of more passengers than entered in the vehicle documents.
- (4) Transportation of flammable and/or dangerous goods, toxic, hazardous and/or radioactive products or of such products that violate the applicable legal provisions (except for everyday products, e.g. deodorant/hair spray, which do not violate the applicable laws and are in accordance with normal use of the rental vehicle).
- (5) Use of the vehicle for the transportation of goods with a weight, quantity and/or volume greater than that entered in the vehicle documents.
- (6) Use of the vehicle for racing, even if the race track is open to the general public for test and practice drives (so-called tourist drives). This also applies to off-road driving, reliability tests, speed tests or participation in rallies, races, driving safety training or test runs, regardless of where these take place and whether they are official or not.
- (7) Use of the vehicle for the transportation of live animals (with the exception of pets and/or animals kept indoors in suitable transport boxes). Any necessary special cleaning costs shall be borne by the Hirer. Special cleaning costs will be charged at cost, but at least at a special cleaning flat rate. You are permitted to prove that no damage was incurred at all or that the damage was significantly lower than the flat rate.
- (8) Use of the vehicle for driving school purposes and accompanied driving.
- (9) Use of the vehicle to tow or push another vehicle or a trailer (unless the rental vehicle is equipped with a trailer coupling and the gross vehicle weight limit specified in the vehicle documents is observed).
- (10) Use of the vehicle on gravel roads or on roads whose surface, size or condition poses a risk to the vehicle, such as beaches, impassable roads, forest tracks and mountains, or roads that are unauthorized and unpaved.
- (11) for the commission of an intentional offense.
- (12) for transporting the vehicle on board an aircraft.
- (13) Use of the vehicle within areas of ports, airports and/or airfields that are not authorized for traffic and/or in areas that correspond to the aforementioned areas or that do not permit access to public traffic. This also applies to the premises of a refinery or oil company, including the associated facilities, unless this is expressly authorized in writing by EMOBG. If EMOBG grants you permission, EMOBG will inform you of the liability insurance cover that applies in this case, which may vary depending on the circumstances.
- (14) to commit customs and other offenses, even if these are only punishable under the law of the place where the offense was committed.
- (15) for other use that goes beyond the contractual use.

During the rental period, you are obliged to take all necessary measures to maintain the vehicle in the condition specified in the contract. In particular, the renter and the driver must carry out the usual vehicle checks, e.g. oil, water level, tire pressure and AdBlue.

If the vehicle you have rented is equipped with assistance systems, it is your responsibility to read the relevant passages in the operating instructions before use in order to familiarize yourself with the operation, restrictions and limitations of these assistance systems. You must be attentive and in control of the vehicle at all times.

Please note that the mileage shown on the display may vary depending on your driving style, the charge and the use of heating/air conditioning.

Vehicle displays and operating instructions are always given in the language of the country of registration. For further questions on vehicle operation, please contact EMOBG employees or consult the operating instructions on the Internet, which are available in various languages. If an operating manual is not available online, you will find the operating manual in several languages in the paper version in the vehicle.

You are liable to EMOBG for all consequences arising from a breach of the above obligations. Please note that failure to do so may affect a possible claim for damages on your part.

In addition, you are also liable for the accessories (e.g. child seat, navigation device) and vehicle equipment (e.g. warning vest, warning triangle, operating instructions, telematics/location technology ("Connected Vehicle")) rented by you if these are not returned with the vehicle or are present in the vehicle, insofar as you are responsible for this. You are permitted to prove that we have not incurred any damage or that this is significantly lower than the damage claimed in each case.

EMOBG reserves the right to claim a contractual penalty in accordance with the price table in Appendix 2 if



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

telematics/tracking technology ("Connected Vehicle") is removed/removed.

EMobG reserves the right to demand the immediate return of the vehicle and, if necessary, compensation in the event of a breach of the aforementioned obligations.

### 6) Which mobility services are included in the rental price?

The basic rent includes the following mobility services:

Mobility services
Motor vehicle liability insurance
Fully comprehensive cover (VK) with an excess depending on the agreed product or according to individual agreement. In some stations, fully comprehensive cover is not included in the agreed rental price. You can book fully comprehensive cover when making your reservation by selecting the Basic, Medium or Premium protection package, which reduces your liability for accidental damage caused by yourself or excludes it if you select the Premium protection package. If you do not book fully comprehensive cover when making your reservation, the vehicle will only be covered by motor vehicle liability insurance and you will be liable for the full amount of the damage to the rental vehicle or the theft/attempted theft of the vehicle if you are at fault for the damage or the theft/attempted theft of the vehicle.
Partial accidental damage cover (TK) with an excess depending on the agreed product or according to individual agreement including theft protection
Included free kilometers, depending on the choice of product
Technical support for the vehicle in the event of impairment of the vehicle's roadworthiness not caused by the renter or driver (emergency management service) in Germany.

### 7) Which mobility services are not included in the rental price?

You can book additional services and products for an additional charge; these are listed in the price overview of additional services and costs (Appendix 2).

### 8) What is included in the rental price?

The information you provide to EMobG at the time of booking (e.g. duration and day of rental, your age or the age of an additional driver) will affect the price you pay. Any change to such information may mean that the price will also change. The price for the rental is the price valid at the time of booking or at the time of any subsequent change to the booking.

The price to be paid by you includes the following costs for:

- a) the rental costs for the vehicle for the agreed rental period (these include the mobility services mentioned above).

- b) Additional costs for additional kilometers, if you have booked
- c) can specify exactly which additional kilometers are incurred
- d) the rental period, which is calculated according to the agreed rate; this is not divisible and is calculated from the time the vehicle is rented
- e) other mobility services or accessories selected by you for an additional charge.
- f) VAT applicable at the time the service is provided.
- g) Additional costs associated with the person of the renter or driver (e.g. Young Driver Fee for drivers under 23 years of age).

By concluding the vehicle rental agreement, you expressly authorize EMobG to collect all costs in connection with the rental using your means of payment. You give your express authorization for this at our station when you hand over your means of payment to our representative before collecting the vehicle.

### 9) What other fees/costs may be incurred?

- a) Security deposit. In addition to the rental price (which you have paid in advance when booking or which you pay at the time of collecting or returning the vehicle), EMobG will ask you to provide security for any additional costs that may arise during your use of the vehicle during the rental period.

This security is granted as financial security, in the case of payment by credit card in the form of a pre-authorization by your bank. If you pay for the rental using your Girocard (Maestro and VPay Card), the deposit amount will be debited from your bank account when you rent the vehicle using your Girocard. You can also pay the deposit in cash on site for the vehicle categories approved for this purpose. If you have not booked your vehicle on site (online, via app or by telephone), the deposit amount will be stated in the confirmation email you receive after your booking. In any case, you will be reminded to pay the deposit at the pick-up station. If you require additional information on the deposit, please refer to section 19 (Regulations on deposit payment).

- b) EMobG may charge you for costs incurred during the rental period and/or due to your use of the vehicle. The amount (including VAT) of these costs is listed in the price overview for additional services and costs (Appendix 2). This overview is attached to your confirmation email or is available at our stations and/or on our website.

The above-mentioned costs and fees also include



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

- c) Processing flat rates for the determination of driver data for the handling of fines, tolls or other costs arising from the rental for which EMOBG is claimed as the holder. You are expressly permitted to prove that no damage has been incurred at all or that it is significantly lower than the lump sum. Please note that such flat-rate processing fees are payable in addition to the fine or toll and that you are liable for the payment of such fines or tolls. The lessee of the truck or the owner of the trailer is solely responsible for the payment of the trailer surcharge.
- d) Cleaning costs for a vehicle that is returned in a soiled condition beyond the contractual use or with an unpleasant odor. Special cleaning costs will be charged at cost, but at least at a special cleaning flat rate. You are permitted to prove that no damage was incurred at all or that the damage was significantly lower than the flat rate.
- e) Costs for lost or stolen vehicle keys, insofar as you are responsible for the loss.
- f) Costs for the non-return of accessories and documents supplied with the vehicle (such as warning triangle, fluorescent safety vests, operating instructions, etc.) and/or the accessories you have chosen (e.g. car seat, navigation device, charging cable for a household socket, etc.)
- g) Flat-rate processing fee per claim.
- h) Costs for the processing of lost property.
- i) Fuel consumed during the rental period, including a service charge for refueling.
- j) For car rentals: a climate protection fee per rental day, the amount of which depends on the vehicle category rented.
- k) The following additional special fees and costs: additional costs for a rental at an airport or train station or at a cruise terminal, costs for returning the vehicle to our station (with the exception of the station where you picked up your vehicle), the extension of your rental and additional kilometers that exceed the agreed free kilometers.

In order to execute the vehicle rental agreement, EMOBG must be able to use your means of payment to collect all legally and/or contractually owed costs in connection with the rental. You give your express authorization for this at our station when you hand over your means of payment to our representative before collecting the vehicle. In particular, you authorize us to collect contractually owed processing costs in connection with administrative offenses and fine proceedings as well as warnings and fines paid by EMOBG via your credit card, provided that you have culpably committed the underlying traffic violations.

### 10) What must the renter or driver pay attention to when collecting the vehicle?

If you discover a defect or damage that is not documented in the rental agreement, you are obliged to ensure that this is noted on the rental agreement. This also applies in the event of a defect or damage to the booked accessories. This amendment must be signed by you and the EMOBG representative.

Alternatively, the defect or damage can also be reported directly via smartphone. To do this, please send an SMS with the word "Vorschaden" to 0177 / 178 3001 or scan the QR code on the claims management flyer. When you use the QR code, a text message 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 rules apply when returning the vehicle?

You are obliged to return the vehicle to our station or to the agreed pick-up location on the day and at the time agreed in the rental contract at the latest.

#### a) Return of the vehicle during the opening hours of the EMOBG stations

You can return the vehicle to another of our stations at the costs listed in the price overview of additional services and costs (Appendix 2), which was enclosed with your confirmation email, if you did not make the reservation on site. This document can also be consulted on site at our stations and/or on our website.

The rental ends when you return the vehicle to our EMOBG station and hand over the vehicle keys and other accessories to an EMOBG representative.

If the vehicle is returned at an earlier date than agreed in the rental contract, you are not entitled to a refund of part of the rental costs. You are permitted to prove that we have not suffered any damage as a result of the premature return or that this damage is significantly lower than the retained part of the rental costs.

When you return the vehicle, you are obliged to inspect the vehicle together with an EMOBG representative and sign a return report for the vehicle.

Upon request, EMOBG will provide you with a return document confirming the return of the vehicle to EMOBG.

EMOBG is not liable for items or documents that you may have forgotten in the vehicle, unless it can be proven that they were lost in EMOBG's area of responsibility.

#### b) Return service outside opening hours

EMOBG recommends returning the vehicle during the opening hours of the stations. At the customer's request, EMOBG offers an additional service outside opening hours at





## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

certain stations. Stations with extended opening hours or round-the-clock service can be found on our website.

If you decide to return the vehicle outside of opening hours, EMOBG will prepare a condition report of the vehicle in your absence.

In particular, you as the renter are obliged to indicate any event and/or damage that affects the condition of the vehicle on the "Damage report" document. This is located in the vehicle.

Depending on the system available and the information you have received from EMOBG, this damage report must either be left in the vehicle or deposited together with the vehicle keys in the key return device provided for this purpose.

Please note that your rental contract does not end automatically when you return the vehicle keys. The vehicle will remain in the parking lot until the EMOBG station opens to inspect the vehicle and conclude your rental agreement. EMOBG would therefore like to remind you to park the vehicle in the designated area in such a way that the vehicle does not pose a danger to third parties or obstruct traffic. The vehicle documents remain in the glove compartment. In view of the fact that the vehicle will be checked at a later date - during the station's opening hours - EMOBG recommends that you take photos of the vehicle before handing in the vehicle key in order to record its condition on return and the time of return.

EMOBG will inform you as soon as the vehicle has been inspected and if any damage has been found.

### **c) Return of the vehicle without your presence and during the opening hours of the EMOBG stations**

If you are unable or refuse to inspect the vehicle together with the EMOBG representative, EMOBG will inspect the vehicle in your absence and note your refusal of a joint vehicle inspection.

The procedure described in section 11 b) applies.

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

If the vehicle is not returned on the day agreed in the rental contract or if you are not present at the time of the agreed collection and if you do not immediately report the reason for the late return, EMOBG must assume that you are using the vehicle illegally. EMOBG is then entitled to file a complaint with the competent authority.

In such a case, EMOBG is entitled to charge you a usage fee based on the applicable tariff for each additional day of unauthorized use and, in the event of unsuccessful collection (= empty run), an expense allowance of up to €50.00 in accordance with Appendix 2, unless you can prove that you no longer have the vehicle at your disposal through no fault of your own or that the failure to return the vehicle occurred due to circumstances that are not your fault. EMOBG may

assert claims against you for all damages incurred by EMOBG through your fault, in particular fines, penalties, tolls, third-party claims or measures arising from claims by authorities for the purpose of identifying the tortfeasor or for the purpose of clarifying other circumstances relating to an offense or criminal act.

EMOBG is also entitled to take legal action to demand the immediate return of the vehicle. In such a case, the agreed insurance cover and other contractual benefits shall not apply.

## **12) Damage to the vehicle**

If the condition of the vehicle on return differs from the condition when it was rented, the following regulations apply in the event of damage culpably caused by you or the driver.

### **a) Damage detected in your presence upon return**

If damage is discovered in your presence when you return the vehicle and you confirm this by signing the return report, one of the following regulations will apply depending on the extent of the damage:

- (1) In the event of damage in accordance with the price list for direct claims settlement: The damage will be settled on the basis of the price list for direct claims settlement if you pay for it directly on site when you return the vehicle, insofar as this is listed in the price list and there are no other reasons to the contrary (e.g. accidents involving third parties, gross negligence, intent, vehicle exchange during the rental period, special billing modalities, etc.). Should the Direct Claims Settlement have been claimed incorrectly on the basis of your information (e.g. accidents involving third parties, gross negligence, intent, etc.), EMOBG reserves the right to claim additional compensation retrospectively.

If you subsequently request proof of the amount of damage, we will charge you a flat-rate fee, see Appendix 2.

If you do not pay for the damage directly on site, it will be charged on the basis of a cost estimate or an expert opinion plus a flat-rate fee for processing the claim.

If we charge a flat-rate fee in accordance with the above paragraphs, you are permitted to prove that we have not incurred any damage or that the damage is significantly lower than the respective flat-rate fee.

- (2) for all other claims: Claims that are not listed in the above price list for direct claims settlement will be charged on the basis of a cost estimate or an expert opinion plus a lump sum for processing the claim. You are also permitted to prove that we have not incurred any damage or that the damage is significantly lower than the respective flat-rate fee.



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

If you do not sign the return protocol, the procedure described in section 12 b) applies.

### b) Damage discovered in your absence on return outside opening hours

If damage to the vehicle is discovered by an EMOBG representative in your absence after the vehicle has been returned, the following applies:

- (1) If you have rented the vehicle from EMOBG as a consumer, EMOBG will send you the following documents:
  - Return report for the vehicle with a description of the damage found.
  - Photos of the damage
  - a cost estimate or an expert opinion on the necessary repair costs.

If you have any objections to the damages determined and their calculation, you can inform us of these by e-mail or post within 14 days of sending them to us.

If you do not raise any objections within the 14-day period, EMOBG reserves the right to invoice you for the necessary repair costs plus a lump sum for processing the claim.

- (2) If you have rented the vehicle as an entrepreneur, EMOBG will invoice you for the necessary repair costs plus a lump sum for processing the claim. EMOBG will send you the following documents with the invoice:
  - a cost estimate or an expert opinion on the necessary repair costs
  - Photos of the damage
  - Return report for the vehicle with a description of the damage found

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

### c) General regulations

Please note that, depending on the damage caused to the vehicle and the scope of the agreed insurance cover (see also the EMOBG provisions on insurance cover, which were enclosed with your confirmation email or which are available at our stations or on our website), you may be charged the full amount or only part of the repair costs.

If you have any objections to the damage determined and its calculation, you can proceed as described in section 26.

### 13) Obligations of the renter and driver with regard to the maintenance of the vehicle

During the rental period, the renter and driver are obliged to take all necessary measures to maintain the vehicle in the condition it was in when it was rented.

Please pay attention to the warning lights in the vehicle display and take all necessary measures in accordance with the operating instructions. If in doubt, please contact our emergency management service by telephone on 040 52018-8100.

Any modification or mechanical intervention on the vehicle is prohibited without the prior written consent of EMOBG. If this rule is violated, you are obliged to bear the costs required to restore the vehicle to the condition it was in when you rented it.

If you use an electric vehicle, you are obliged to use only the charging cable provided by EMOBG to charge the battery. If you use a different charging cable, you are responsible for any resulting damage.

If you rent a household charging cable from EMOBG as an additional service, which you can also use to charge the battery at home, you must ensure that your electrical cables meet the current technical standards and the requirements of the vehicle manufacturer before you start charging the battery.

Repairs that become necessary to ensure the operational and road safety of the vehicle may be carried out by you up to an amount of € 50, larger repairs may only be commissioned with the consent of EMOBG. EMOBG will bear the repair costs on presentation of the relevant receipts, unless the renter is liable for the damage, see clause 23.

You shall be liable to EMOBG for all consequences arising from a breach of the aforementioned maintenance obligations.

### 14) Obligations of the renter and driver in the event of an accident, other damage, breakdown or theft of the vehicle

In the event of an accident or impaired driving ability due to a technical fault, which prevents you from continuing your journey and/or you are obliged to stop the vehicle, an emergency management service will be provided. This is included in the rental price. The provisions of the emergency management service are set out in Appendix 1 of these terms and conditions.

In such cases, please contact our emergency management service on the following number:  
040 52018-8100.

Renters and drivers are obliged to inform the police and EMOBG immediately after an accident, fire, theft, damage caused by wild animals or other damage. This also applies to self-inflicted accidents without the involvement of third parties. Opposing claims may not be recognized. Even in the



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

case of minor damage, you are obliged to draw up a written report with a sketch. In particular, the accident report must contain the names and addresses of the persons involved and any witnesses as well as the registration numbers of the vehicles involved.

If the vehicle is stolen, you are obliged to provide EMOBG immediately with a copy of the criminal complaint together with the vehicle keys and the vehicle documents, if these have not also been stolen.

### 15) When is the rental invoice issued and when is payment due?

You will receive a final invoice as soon as all elements of your rental have been settled, but no earlier than the day after you return the vehicle.

Depending on the product and payment method, you pay the full invoice amount in one lump sum or in several parts, or EMOBG collects the corresponding amount using the agreed means of payment.

You can opt for a prepayment (prepayment only when booking online, via the call center or at one of our stations); this prepayment includes the rental for the booked period, the accessories for the rental period and for any additional mobility service booked. Your means of payment will be debited with the corresponding amount. When renting, the renter must present the same credit card as used for the advance payment. You will receive confirmation of the advance payment made. This advance payment will be taken into account in the final invoice for the rental agreement and deducted from any total amount (still) to be paid.

If you decide not to make an advance payment, you will be charged the deposit amount at our station where you collect your vehicle, in addition to the cost of the vehicle rental and the selected accessories, for any additional service or additional driver or insurance cover that you have opted for before collecting the vehicle. These costs will be shown on the rental agreement that you sign before picking up the vehicle. The final total cost of your rental will be calculated and charged at the time you return the vehicle at the end of the rental.

Additional fees or costs will be charged to you when you return the vehicle, if they can be charged at that time. If additional costs are incurred, e.g. due to a fine or if damage has been caused to the vehicle that was discovered upon return, EMOBG will charge you these and other administrative costs (e.g. costs for claims processing, processing fee for fines) at a later date if EMOBG has become aware of these costs.

You can raise objections to this calculation within a period of 14 days, starting from receipt of the letter, by e-mail or by post; this also applies to proof if you are not the originator.

If you do not respond within this period, you will be charged the costs.

If the Tenant has provided EMOBG with his e-mail address, he agrees that the invoices will be sent to him in electronic form to the e-mail address provided and that he will no longer receive the invoice in paper form. It is the responsibility of the tenant to ensure that the e-mail address provided is valid and that e-mails can be received at the e-mail address provided.

The Tenant may object to the sending of the invoice in electronic form at any time. EMOBG will then send the Tenant a paper invoice. The additional costs incurred for sending the paper invoice and the postage costs shall be borne by the tenant.

With tenants who are not consumers and who have issued a direct debit authorization, a direct debit notification period (pre-notification) of one day is agreed, which is fulfilled when the direct debit authorization is sent.

If you do not pay the invoice amount by the due date stated on the invoice and even after a reminder, the default interest rate is 5% above the prime rate if you are a consumer; for business customers, the default interest rate is 9% above the prime rate. You can provide evidence of lower damages caused by default. If, in the event of default, it becomes necessary to commission a debt collection agency, you shall bear the resulting costs, provided that you were not recognizably unable or unwilling to pay and did not raise any other objections to the reason for the claim.

If the invoice amount has not been paid by the due date, the default interest is payable in addition to the outstanding amount.

### 16) Change or cancel a booking

#### a) Amendment

You can change your booking free of charge, provided that you notify EMOBG at least 48 hours before the planned start of the rental. You should always use the same communication channel as for the original booking.

Please note that new rental prices and new mileage packages may apply if you change your booking.

You can make changes online via our websites. Alternatively, you can also contact our call center on 040 52018-8000.

#### b) Cancellation and No Show

(1) **Cancellation** - You can cancel your booking free of charge provided that you inform EMOBG **at least 48 hours before the start of the rental period**.

(2) **Delayed cancellation** - if you cancel your booking with EMOBG less than 48 hours before the start of the rental period, **you may be charged a cancellation fee of up**



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

**to € 50. The cancellation fee is not higher than the agreed rental price.** If you have paid the rental price in advance, you will be refunded the amount paid in advance less the aforementioned cancellation fee. If you have not paid in advance, the cancellation fee will be charged to the means of payment that you provided to EMOBG at the time of booking. If you have not made an advance payment and EMOBG does not have details of your means of payment, you will still be responsible for paying the cancellation fee.

You are permitted to prove that EMOBG has not suffered any loss or that the loss incurred is significantly lower than the cancellation fee.

- (3) **No Show Fee** - If you do not cancel your booking and fail to collect the vehicle at the agreed rental start date, **you may be charged a no show fee of up to €95. The no show fee is not higher than the agreed rental price.** If you have paid the rental price in advance, you will be refunded the amount paid in advance minus the aforementioned no-show fee. If you have not paid in advance, the no-show fee will be charged to the means of payment that you provided to us at the time of booking. If you have not made an advance payment and EMOBG does not have details of your means of payment, you will still be responsible for payment of the no-show fee. You are entitled to prove that EMOBG has not suffered any loss or a significantly lower loss than the no-show fee.

- (4) **Unsuccessful delivery** - If you do not take delivery of the vehicle at the booked delivery time or if it cannot be taken delivery of due to section 2 a) or 2 b), you will be charged an expense allowance of up to €50.00 for the aborted delivery (= empty run) in accordance with Appendix 2 and an additional rental day in accordance with the agreed conditions. A delivery shall be deemed unsuccessful if you do not take delivery of the vehicle on the agreed delivery date and you do not accept the vehicle within the 15-minute grace period granted. The vehicle must be accepted in accordance with these terms and conditions. You are permitted to prove that EMOBG has not incurred any damage or that the damage incurred is significantly lower.

### c) Delay

If you have paid the rental price online or provided your credit card details when booking, the rental station will provide you with a vehicle of the booked vehicle category at the agreed rental time.

If the rental is to take place at an airport or train station and if the train or flight number is not specified in the reservation, the rental station will wait up to 1 hour after the station closes to rent you a vehicle from the booked vehicle category.

If you have neither paid the rental price online when booking the vehicle nor provided us with your credit card details or

personal data (e.g. address, driving license number, train or flight number), the rental station cannot guarantee that a vehicle will be available later than 2 hours after the booked rental time.

For deliveries, an employee will wait a maximum of 15 minutes for your arrival. After this time has elapsed, compensation will also be charged in accordance with Section 13 b) (4) if the delivery cannot be made due to your fault. You are entitled to prove that EMOBG has not incurred any loss or that the loss incurred is significantly lower.

### d) Force majeure

If you cancel your reservation or do not pick up the vehicle at the agreed rental time or do not (or cannot) take delivery of the delivered vehicle, you are not liable if this is due to a force majeure event.

An event of force majeure exists if the event is beyond your control, could not have been foreseen at the time the contract was concluded even with the utmost care, and its effects cannot be avoided even by taking appropriate measures. Such an event releases you from the obligation to rent the vehicle. If you invoke force majeure, you must demonstrate and prove the conditions for this.

Please note that strikes, delays or cancellations of your chosen means of transportation (train, plane, etc.) are not considered force majeure and do not release you from the obligation to pay cancellation fees or a no-show fee.

### 17) Rental contract extensions

For any extension of the rental period agreed in your rental contract of less than 24 hours, please contact our customer service by telephone on 040 52018-8000.

For any extension of more than 24 hours, you are obliged to do so:

- a) to check the vehicle together with an EMOBG representative.
- b) to pay the rent and any additional costs incurred.
- c) to sign a new tenancy agreement or an addendum to the original tenancy agreement.

present a means of payment for the extension period. If you do not meet these conditions, the provisions of the previous paragraph regarding the return of the vehicle shall apply.

### 18) Fuel Directive and Charging Directive for electric vehicles

Please note that the regulations applicable to refueling the vehicle or charging the battery for electric vehicles depend on the country of rental and the type of vehicle you have chosen. Please check carefully the regulations that apply to each of your rentals. Please ask the

## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

EMobG representative for details of the options available.

### a) Internal combustion and/or hybrid vehicles

All vehicles are handed over to you with a full tank of fuel. Two options can then be offered to you:

#### FULL TANK OPTION WITH REFUND

- (1) You can purchase a full tank of fuel in advance when you pick up your vehicle. The price of the full tank of fuel depends on the category of vehicle you are driving.
- (2) If you return the vehicle with a full tank of fuel (EMobG may request proof of refueling), EMobG will reimburse you the amount you paid for the full tank of fuel when you rented the vehicle.
- (3) If you do not return the vehicle with a full tank of fuel, EMobG will not reimburse you for the unused fuel.

#### REFUELING CONTROL FULL / FULL

- (4) We rent you a vehicle with a full tank of fuel
- (5) You return the vehicle with a full tank
- (6) You pay neither for the refueling service nor for fuel under the following conditions:

#### (1) You have driven less than 100 km during your rental period and can provide proof of refueling:

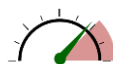
The basis for the distance driven is the difference in mileage between renting and returning the vehicle. Due to the manufacturer, the fuel gauge rarely changes after 100 km have been driven. Therefore, you will be required to provide a valid fuel receipt proving that the vehicle was refueled before return during the rental period with the amount of fuel that the vehicle consumes on average per 100 km in proportion to the distance driven during your rental period. In addition to the fuel price, you pay a refueling fee for each liter of fuel refilled. The applicable price per liter including the refueling fee is available at the EMobG stations. The renter is permitted to prove that no or lower costs were incurred for refueling.

Please ask the staff at the EMobG station for additional information on the average consumption of the vehicle model you have rented.

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

The basis for the distance driven is the difference in mileage between the rental and return of the vehicle. The tank is considered full when the fuel gauge shows the maximum level (8/8). The tank is not considered full if the fuel gauge is lower than the maximum level. The 1/8 method is used as the

basis for calculation. Here, the tank capacity of the vehicle driven is divided into 1/8 and the resulting missing fuel quantity is converted into liters and shown on the invoice. If the fuel gauge is between two 1/8 values, the missing eighths are calculated according to the next gradation.



e.g. If the vehicle is returned with a tank level of 5/8, 2/8 of the tank will be charged.

The employee at our station can provide you with information about the fuel price per liter including the refueling fee when you return the vehicle.

### b) Electric and/or plug-in hybrid vehicles (as far as the battery is concerned)

If you rent an electric or hybrid vehicle, the vehicle will be handed over to you when you collect it from the station with a battery that has a charge level of at least 80%. You are under no obligation to return the vehicle with a specific minimum charge level.

### 19) Deposit payment regulations

A deposit must be paid when collecting the vehicle. If you pay by credit card, an authorization will be issued for the corresponding amount. If you pay by Girocard (Maestro and VPay Card), the deposit amount will be debited from your bank account. For approved vehicle categories, you can also pay the deposit in cash for a fee (see price overview in Appendix 2). If you have paid your rental in advance, the same credit card must be used for the deposit amount as for the rental payment.

The deposit serves as security for additional rental costs.

If you have prepaid for your rental, the deposit amount is EUR 300 with Europcar / EUR 800 with Buchbinder (or the equivalent in your local currency). If you have not made an advance payment at the time of reservation, the rental price will also be blocked on your credit card. In this case, the amount blocked on your credit card will be the rental price plus 300 EUR or 800 EUR.

For rentals in Germany, the deposit amount will be reduced to EUR 100 (or the equivalent in your local currency) when purchasing fully comprehensive cover which reduces the excess for accidental damage to €0.

In any case, you will find the specific deposit amount on your confirmation email that we send you when you make your reservation for the rental. For prepaid reservations, please note that additional products and services that you book at the counter will be included in the deposit. The deposit will be refunded to you at the end of the rental if no additional costs have been incurred. If you have paid the deposit in cash or by Girocard, we will refund the deposit either by bank transfer or by check.



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

You can find further information on the security deposit in our security deposit policy, which is available at the following link: <https://www.europcar.de/allgemeine-bedingungen/kautionsrichtlinie>

### 20) Regulations for payment with a foreign credit card

If you are a tenant whose place of residence is abroad according to the data we have and you have a VISA or MasterCard credit card with a base currency other than euros, you can benefit from currency conversion into the card's base currency if you pay your rent with this card. The EMOBG representative who offers you this payment option will enter your choice into the system so that the rental agreement shows the currency option you have chosen. In this case, EMOBG will make the currency conversion based on the daily exchange rate provided by SIX Payment Services, including an exchange fee of 3.25% already included in this exchange rate.

If you change your mind, you can make a corresponding declaration when you return the vehicle to our station. You will then receive your final invoice in euros.

If EMOBG is unable to provide this service for technical reasons or if a currency conversion into the base currency is excluded in accordance with the credit card terms and conditions, the conversion will be made on the basis of your bank's terms and conditions.

### 21) Protection of personal data

If you rent a vehicle, EMOBG is obliged to collect and process the personal data of you and the drivers entered in the rental agreement in order to:

- a) Manage your booking, your rental contract and your payment,
- b) manage and update a list of risk customers,
- c) To provide you with information about similar services that we believe may be of interest to you, in accordance with applicable law. You can unsubscribe from this service at any time. Please contact our customer service via your customer account, which you can find under "Managing communication preferences" or via the unsubscribe link in the email you received and, where applicable, to
- d) Manage your loyalty program,
- e) to process tickets for traffic violations committed with the rental vehicle during the rental period
- f) manage the geolocation of the rental vehicle, if the vehicle is equipped with such a device.

EMOBG stores your personal data for as long as necessary to fulfill the above-mentioned purposes, supplemented by the purposes stated in our privacy policy.

Recipients of the personal data collected are companies and agencies of EMOBG, their franchisees and partners as well as the competent authorities and third parties who have a justified claim against you, in particular in the event of traffic offenses and possession offences committed during the rental period. The recipients of your personal data may be located inside or outside the European Union. In the event of a transfer of data to a recipient located in a country whose legislation does not provide an adequate level of protection of personal data within the meaning of the data protection provisions, EMOBG will agree appropriate safeguards within the meaning of these provisions.

You have the right to access, rectify and erase the data we hold about you, the right to be forgotten, the right to object to the processing of your data, the right to portability and the right to control the fate of your personal data after your death. You can exercise these rights as follows:

- g) by simple letter to the following address:  
EMOBG Services Germany GmbH,  
for the attention of the Data Protection Officer,  
Anckelmannsplatz 1, 20537 Hamburg
- h) or by e-mail to the following address:  
[datenschutz@europcar.com](mailto:datenschutz@europcar.com)

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

We invite you to contact us before lodging a complaint with the data protection authority.

Further information on how EMOBG handles your personal data can be found in our privacy policy, which is available at the following link: <https://www.europcar.de/datenschutzrichtlinie>. You can also ask about this at the rental station.

### 22) Vehicles with a positioning system and data in navigation and cell phone systems (GPS)

All EMOBG vehicles, cars and trucks, are equipped with technology that enables EMOBG to determine the position of the vehicle.

You agree that EMOBG may collect, store or use GPS coordinates and speed information, or give the order to do so, if you do not return the vehicle within the agreed rental period, use the vehicle outside the contractually agreed area (see Section 3 of the General Rental Terms and Conditions) and in areas close to the border or in port areas. The collection, storage and use of the data serves the sole purpose of protecting our vehicle fleet and the contractual rights of EMOBG. We would like to point out that EMOBG may be obliged to disclose this data by order of government authorities.

The vehicles in the EMOBG fleet are largely equipped with information and communication systems such as navigation



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

devices and cell phone systems as standard. By offering these information and communication systems, EMOBG does not pursue the purpose of collecting personal data from renters and drivers. As the renter or driver, you are obliged to reset the vehicle's information and communication system to factory settings before returning the vehicle at the end of the rental period, thereby deleting all personal data collected from the navigation devices and cell phone systems. Each vehicle in the EMOBG fleet comes with a user manual containing instructions on how to reset the information and communication systems to factory settings.

### 23) Liability of the tenant in the event of damage

In the event of accidental damage, loss, theft or improper operation of the vehicle or breach of contractual obligations in accordance with Sections 2, 3, 5 and 14 of these Terms and Conditions, the Hirer shall be liable for the resulting repair costs, and in the event of a total loss for the replacement value of the vehicle less the residual value, unless the Hirer is not responsible for the occurrence of the damage.

In addition, the renter shall also be liable for any consequential damage incurred, in particular depreciation, towing costs, expert fees and flat-rate administrative costs. The renter shall not be liable if neither he nor the driver is responsible for the damage.

If an exemption from liability is agreed against payment of an additional fee, EMOBG shall indemnify the Lessee in accordance with the principles of fully comprehensive insurance based on the applicable model conditions of the AKB (General Conditions for Motor Vehicle Insurance) with the following excess plus a lump sum for damages per claim to the rental vehicle. The Hirer is permitted to prove that EMOBG has suffered no damage or significantly less damage than the lump sum. The exemption from liability covers damage caused by an accident, i.e. by a sudden external event with mechanical force; operational damage and pure breakage are not accidental damage. The exemption from liability therefore does not cover damage caused by a gearshift error or incorrect refueling or by the load. The excess for damage depends on the vehicle category.

The excess per claim depends on the vehicle category:

Vehicle category	Deductible	
	Europcar	Bookbinder
Mini, Economy, Compact, Compact Elite, Intermediate, Intermediate Elite	€ 950	€ 1.050
Standard, Fullsize	€ 1.150	€ 1.250
Premium, Luxury	€ 1.500	-
Special	€ 1.750	-
Selection	Depending on the vehicle, up to € 4,000	-

Trucks up to group 3	€ 900	€ 1.100
Truck group 4 and 5	€ 1.200	€ 1.400
Truck group 6 and 7	€ 1.500	€ 1.600

A list of the deductibles applicable to the respective vehicle is available at the place where the contract is concluded. These excesses only apply if no individual agreement to the contrary has been made.

The exemption from liability does not release the Hirer from the contractual obligations pursuant to Sections 2, 3, 5 and 14 of these Terms and Conditions. The Hirer shall be fully liable in the event of intentional breach of the contractual obligations, in particular for damage caused by use by an unauthorized driver or by use of the vehicle for prohibited purposes. If the Hirer has deliberately committed a hit-and-run accident or breached his obligations under clause 14, he shall also be fully liable, unless the breach has no influence on the determination of the claim. In the event of a grossly negligent breach of a contractual obligation, the renter shall be fully liable if he intentionally causes the damage. If he causes the damage through gross negligence, he shall be liable in proportion to the severity of his fault.

If partial casco cover is taken out, the Hirer shall be liable in particular for damage caused by glass and furred game, fire and natural hazards as well as marten damage with the excess specified in Section 23 per claim plus a lump sum for costs, unless an individual agreement to the contrary has been made. With regard to the lump sum, the Hirer is expressly permitted to prove that no damage was incurred at all or that the damage was significantly lower than the lump sum.

In all other respects, statutory liability shall apply.

### 24) Statute of limitations

If the accident was recorded by the police, EMOBG's claims for damages against the Lessee shall only become due once EMOBG has had the opportunity to inspect the investigation file. The limitation period begins at the latest six months after the vehicle has been returned. In the event of inspection of the file, EMOBG will notify the renter of the time of inspection.

### 25) Liability of EMOBG

Any liability of EMOBG for breach of its contractual obligations is limited to intent and gross negligence, including intent and gross negligence on the part of its representatives and vicarious agents. EMOBG is liable in accordance with the statutory provisions in the event of a breach of a material contractual obligation (cardinal obligation). In this case, liability is limited to compensation for foreseeable damage typical of the contract. Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

### 26) Special conditions for renting vehicles via the EUROPCAR Van Sharing app

#### a) Registration, rental, rental period

- (1) After successful completion of the registration process in the EUROPCAR Van Sharing app and activation, the lessee can use the EUROPCAR Van Sharing app to open a provided and available EMobG vehicle. All information provided by the lessee (registration address, e-mail address, mobile phone number, driving license data, payment details) during the registration process must be truthful. The lessee must correct any subsequent changes to the data the next time the EUROPCAR Van Sharing app is used without being asked to do so. In the event of culpable breaches of these obligations by the hirer, the hirer shall be prohibited from using the EUROPCAR Van Sharing app to open a vehicle. The Lessee shall be liable in particular for damage, consequential damage or costs incurred due to outdated or incorrect data. Furthermore, EMobG shall be entitled to terminate the rental agreement without notice if the rental is made using incorrect or outdated data.
- (2) Once the registration process has been successfully completed, the renter will be sent a personal code (PIN) by text message to the mobile device used for registration. The tenant must keep this code safe and protected from access or knowledge by third parties. The code may not be passed on to third parties (including family and household members). This code enables vehicles to be opened via the EUROPCAR Van Sharing app. Written records of the code must not be kept in the immediate vicinity of the access data and must not be stored unsecured on the mobile device. If the Lessee culpably breaches this obligation, it shall be liable to EMobG for any damage caused by misuse of the code.
- (3) The Lessee acknowledges and agrees, in accordance with the consent given during registration, that the location of the mobile device will be recorded each time the EUROPCAR Van Sharing App is used. This location data will be deleted by EUROPCAR no later than 45 days after the vehicle is returned, unless the lessee has not made any payments due before the deadline or new damage to the vehicle can be attributed to the lessee for which a claim is pending. However, the location data shall be deleted no later than 30 days after the lessor no longer has any claims against the lessee arising from the rental relationship.
- (4) When the vehicle is opened using the EUROPCAR Van Sharing app, an individual rental agreement is concluded between the Lessee and EMobG and the chargeable rental period begins. The rental ends on the day and at the time of return (final locking) to the Lessor, unless a different time for the end of the rental has been agreed in these Terms and Conditions. The

uninterrupted rental period for one and the same vehicle is limited to a maximum of 28 days. If the Hirer continues to use the vehicle after the maximum rental period has expired, the rental relationship shall not be deemed extended. § Section 545 BGB does not apply in this case.

#### b) Rental price, kilometers and compensation for use

- (1) The prices of the tariff overview currently valid at the time of rental shall apply, which are displayed to the renter before each rental via the EUROPCAR Van Sharing app for the vehicle of his choice. The rental price is made up of a basic rental price (time price and kilometer flat rate) as well as the costs for any additional kilometers and the fees for selected additional products. The rental price is calculated on the basis of full hours and any additional kilometers. Each rental day begins at 0:00 and ends at 23:59. The minimum rental period is 1 (one) hour. Refunds for returns before the end of the last full hour are excluded.
- (2) The rental price is always due at the beginning of the respective rental period. Any compensation for use to be paid is due daily in arrears.

#### c) Terms of payment and security deposit

- (1) Payment for the rental can only be made using a valid credit card via SEPA direct debit, prepayment or PayPal. Notwithstanding No. 2a), other payment methods are not permitted.
- (2) A deposit must be paid upon conclusion of the rental agreement. The deposit is EUR 150. In the case of payment by credit card, the deposit shall be paid exclusively by means of an authorized debit entry on a valid credit card issued to the renter and accepted by the rental company. Instead of charging the customer's credit card, the lessor may have an amount in the amount of the credit limit granted to the customer by his credit card company blocked in his favor as part of a so-called merchant request.

The rental security deposit will be refunded or the blocking lifted after a reasonable period of time has elapsed and insofar as it has been established that there are no claims for which the rental security deposit is liable.

#### d) Vehicle inspection by the renter, damage report

- (1) Before the first journey and at the end of the rental (final locking), the Lessee is obliged to photograph the vehicle from all sides, including at least from four different angles (wide-angle landscape format: front left, front right, rear left, rear right; recognizability of the license plate), and to transmit these photos to the Lessor using the function provided in the EUROPCAR Van Sharing App. EMobG





## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

reserves the right to request these photos from the renter separately at a later date. It is recommended to keep the photos for at least 30 days after the end of the rental.

In addition, the Hirer must check the exterior and interior of the vehicle using the digital damage report before the first journey and compare it with the actual condition of the vehicle and report any undocumented damage via the EUROPCAR Van Sharing app, enclosing two photographs (close-up and long-distance). The operational safety of the vehicle (e.g. tire tread depth, air pressure, mirror functions) must also be checked before driving off. EMOBG must be informed immediately via [service@ubq.app](mailto:service@ubq.app) or +493031198666 of any circumstances that indicate that the vehicle is unsafe to operate.

- (2) During - but at the latest before the end of the rental (final locking) - the Lessee must report any damage that has occurred during the rental period at its own initiative via the EUROPCAR Van Sharing app. Otherwise, No. 14 of these terms and conditions shall apply without restriction.

### e) Refueling

- (1) The vehicle must be refueled at a partner filling station at the expense of the rental company. The current partner filling stations can be viewed in the EUROPCAR Van Sharing app. The refueling process at partner filling stations is carried out using the fuel card in the vehicle. If the renter refuels at third-party petrol stations, a reimbursement is generally limited to the amount of the flat rate per kilometer paid for the respective rental and must be requested within 24 hours after the refueling process via e-mail ([service@ubq.app](mailto:service@ubq.app)) or LiveChat ([www.service.ubq.app/de/](http://www.service.ubq.app/de/)) with proof of the fuel receipt. A flat-rate fee in accordance with Appendix 2 shall be charged for each reimbursement process. The Lessee shall be permitted to prove that EMOBG has not incurred any loss or that the loss incurred is significantly lower than the flat-rate fee
- (2) At the end of the rental (final locking), the vehicle must still have a fuel level of at least 25% as indicated by the on-board computer. If the Hirer returns a vehicle that does not display the aforementioned tank level, the Hirer shall bear the additional costs for bringing the vehicle for refueling or recharging at a flat rate specified in the currently valid tariff and fee overview, unless the Hirer can prove that these costs were not incurred or were not incurred in the amount specified.

### f) Return (parking at the end of the rental period)

- (1) A vehicle can only be parked at the end of the rental period in the zone in which the vehicle was opened. The zone can be viewed in the EUROPCAR Van Sharing app. Within the zone, the vehicle can be parked either in a free parking space not marked by a stopping or parking ban on public roads or in specially marked and

designated parking spaces. The vehicle may only be parked in areas with a day or time-related restriction on parking authorization if this restriction takes effect at the earliest 48 hours after the vehicle is parked. If the vehicle is not in this zone at the time of parking, the renter will be informed accordingly in the EUROPCAR Van Sharing app.

- (2) Before returning the vehicle, the renter must deposit the vehicle keys in the glove compartment and insert the fuel card in the corresponding receptacle. If the rental cannot be terminated via the EUROPCAR Van Sharing app, the renter must call the support team at +493031198666 and coordinate the next steps.

## 27) Settlement of rental disputes

### a) Applicable law

In the event of disputes between you and EMOBG in connection with your rental in Germany, German law shall apply.

### b) Customer service

For customer support, please contact the EMOBG country organization through which you made your booking. This may be a different country organization than the one that carries out the rental or the one in your country of residence.

For bookings made via EMOBG, you can contact customer service as follows (for other countries, you will find the contact details on the respective websites):

EMOBG Services Germany GmbH  
Anckelmannsplatz 1  
20537 Hamburg  
Phone: 040 52018-8000  
Internet: [www.europcar.de](http://www.europcar.de) | [www.buchbinder.de](http://www.buchbinder.de)

### c) Messages

All notifications in connection with your rental must be sent to the addresses stated in the rental agreement. The parties recognize these addresses as binding for the receipt of notifications.

### d) Mediation

The European Commission has set up a platform for out-of-court online dispute resolution for 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) Place of jurisdiction for vehicle rentals made on a commercial basis

If both parties are merchants or the party to be sued has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes shall be Hamburg-Mitte.



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

### f) Order of precedence of the contract documents

The binding documents agreed between you and EMOBG apply in the following order of priority:

- (1) the rental contract with the agreed conditions (the document signed by you at the time of picking up the vehicle or on the day of rental).
- (2) the booking confirmation by e-mail (if you have booked the vehicle online in advance).
- (3) the EMOBG provisions on insurance cover.
- (4) the price list for additional services and costs (Annex 2).
- (5) these current conditions.

### 28) Applicable code of conduct for car rental companies

EMOBG is committed to the Code of Conduct for Car Rental Companies published by Leaseurope. You can find out more at the following Internet address: [www.leaseurope.org](http://www.leaseurope.org). The German version of the Code of Conduct can be found at [www.bav.de](http://www.bav.de)

### 29) Who is the owner of the vehicles rented out by EMOBG?

The companies Securitifleet SAS, SecuritiFleet GmbH, Securitifleet SL and Securitifleet S.p.A own part of the vehicle fleet leased by EMOBG to its customers in accordance with these terms and conditions. These companies have pledged their vehicles in favor of, among others, Crédit Agricole Corporate and Investment Bank and its successors and assigns. For the purpose of these pledges, EMOBG Services Germany GmbH is deemed to be a third party owner in accordance with Article 2337 of the French Civil Code.

If the companies Securitifleet SAS, SecuritiFleet GmbH, Securitifleet SL or Securitifleet S.p.A are named as owners of the rental vehicles in the registration documents (of which you have received a copy in each case), any vehicle return by you must be made to EMOBG Services Germany GmbH in its capacity as third party owner or, if the relevant requirement is met, to any other company that replaces EMOBG Services Germany GmbH in its capacity as third party owner. Under no circumstances may the vehicle be returned to Securitifleet SAS, SecuritiFleet GmbH, Securitifleet SL and Securitifleet S.p.A.

If you require further information, please contact the legal department of EMOBG Services Germany GmbH at Anckelmannsplatz 1, 20537 Hamburg.



# GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

## APPENDIX 1

### CONDITIONS FOR THE USE OF THE EMOBG EMERGENCY MANAGEMENT SERVICE

For the duration of the rental agreement concluded with EMOBG and provided that none of the following reasons for exclusion apply, you are entitled to the services of our emergency management service within the Federal Republic of Germany in the event of an accident or breakdown at no additional cost, regardless of whether the rental vehicle is a passenger car or a commercial vehicle. You can also make use of the emergency management service abroad for an additional fee. With regard to the use of the vehicle abroad, this service may vary in the event of an accident or breakdown there.

The services include in particular

- a) Technical support for the EMOBG rental vehicle.
- b) In the event of a breakdown, if the vehicle cannot be repaired on site, organization of a towing service and transport of the vehicle to the nearest specialist workshop,
- c) Arrangement and payment of the cost of towing a vehicle that has been involved in an accident or has broken down and cannot be repaired on site,
- d) Procurement of a replacement vehicle within a radius of 100 km if the vehicle cannot be repaired on site. To carry out this vehicle exchange, a vehicle of the same category will first be sought. No guarantee can be given that the replacement vehicle will belong to the same vehicle category. If the rental vehicle is an electric vehicle, the emergency management will endeavor to replace it with a vehicle of the same type, but cannot guarantee this.
- e) Transportation of the beneficiaries to the rental station where the replacement vehicle is provided (cab costs up to EUR 150)
- f) 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 cab, train or plane (if no other means of transport can be used) to the place of residence or destination in Germany or to the place of departure from Germany for non-residents, up to € 200 (including VAT) per beneficiary. If this is not possible, a hotel room with breakfast for one night (excluding restaurant costs) will be paid up to € 85 (including VAT) per beneficiary.

### g) Exclusions

No free emergency management service is provided in the following cases:

Breakdowns caused by the customer or due to the use of incorrect fuel, breakage or loss of the key/starting card of the rental vehicle. In such cases, the emergency services will be invoiced at a flat rate as specified in the price overview of additional services and costs (Appendix 2):

If you have booked our Assistance and Personal Protection (APP), you are exempt from paying the flat rate, subject to compliance with the statutory provisions and our General Rental Terms and Conditions. The prerequisite is that you book our Assistance and Personal Protection (APP) at a fixed price per rental day, see Appendix 2.

The APP product offers you the following advantages when you take out a policy:

- (1) Additional protection for vehicle occupants, your luggage and your property in the event of an accident or theft in accordance with the conditions in the General Rental Terms and Conditions and the General Insurance and Protection Conditions under PAI - Personal Accident Protection.
- (2) No processing fee charged in the event of damage or accident.
- (3) Free 24-hour breakdown and assistance service in the event of damage and breakdowns, even if the vehicle is at fault (e.g. due to incorrect refueling, breakage or loss of the vehicle key or a flat tire).

In the event of a vehicle breakdown in one of the authorized areas, you benefit from the pick-up and return services listed below:

- In the event of a breakdown, if the vehicle cannot be repaired on site, the emergency management service organizes and pays for the towing service to the nearest specialist garage.
- Organization and payment of the costs for the recovery of a vehicle that has been involved in an accident or has broken down and cannot be repaired immediately,
- Search for a replacement vehicle within a radius of 100 km if the vehicle cannot be repaired immediately. To carry out this vehicle exchange, a vehicle of the same category will be sought as a priority. No guarantee can be given that the replacement vehicle will belong to the same vehicle category. The same applies to certain vehicle equipment. If the rented vehicle is an electric vehicle, the emergency management service will endeavor to replace it with a vehicle of the same type, but cannot guarantee this.



## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

- Transportation of the beneficiaries to the rental station where the replacement vehicle is made available (cab costs up to 150 euros).

If no replacement vehicle can be provided:

- the customer waits on site for the repair and benefits from a hotel room for one night (excluding catering costs), up to a maximum of eighty-five euros including tax (€85) per beneficiary.
- The customer will be taken either to their place of residence or to the rental station. Transportation by cab, train or plane (if only this means of transport can be used) to the place of residence or destination in Germany or to the point of departure from Germany for non-residents up to a maximum of €400 (including tax) per beneficiary. If this is not possible, the customer will be offered to spend one night in a hotel room (excluding catering costs) up to a maximum of eighty-five euros (€85) per beneficiary, including taxes.

The emergency management service abroad is listed in detail in the General Terms and Conditions of Insurance and Protection and also includes Assistance Plus Protection (APP). The price for this service is listed in the price overview of additional services and costs (Appendix 2).

**The cases listed below are excluded from free roadside assistance and will be invoiced:**

- Breakdown assistance for commercial vehicles rented in Germany and driven abroad.
- All incidents or damage resulting from participation in car tests, other motor sport events, rallies or any type of competition.
- Modifications to commercial vehicles abroad.
- Measures on rural roads and paths that are impassable or measures following a road blockage.
- The seizure of the vehicle by the police or confiscation etc. of the vehicle caused by the renter.
- The ship crossing incurs costs that EMobG would have to pay for the return of the rental vehicle.
- Customs duties that EMobG would have to pay to ensure the return of the rental vehicle.

Repair costs incurred by the customer independently of the assistance provided will not be reimbursed.

## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

### ANNEX 2

#### - PRICE OVERVIEW OF ADDITIONAL SERVICES AND COSTS

If you add additional services that were not already selected when you made your booking, please note that the prices may have changed between your reservation and the start of your rental. The current prices on the day of rental apply to all additional services

Additional services	Prices of EMOBG Services Germany GmbH			
Equipment tariffs incl. VAT.	Price per day	Price max.	Liability	Additional information
Additional driver	€ 10,90	€ 79,90		
Bubble wrap	€ 6,00			To purchase
Child seat	€ 12,75	€ 70,00	€ 250,00	
Bicycle carrier	€ 8,00	€ 40,00	€ 250,00	Not available in all stations
Carrying strap with ring buckle	€ 5,00			To purchase
Diesel option guaranteed	€ 6,00	€ 84,00		
Roof rack	€ 10,00	€ 60,00	€ 100,00	Not available in all stations
Navigation device	€ 10,50	€ 126,00	€ 250,00	1-6 rental days: € 10,50 From 7-14 rental days: € 9,00
Moving box	€ 2,40			To purchase
Moving blankets	€ 3,85			To purchase
Sack truck	€ 14,00	€ 42,00	€ 80,00	For rent
Snow chains	€ 15,00	€ 90,00	€ 300,00	
Winter tires	€ 17,00	€ 125,00		Weekend price: € 10.00 per day, max. € 84.00
Lashing strap with clamp lock	€ 3,85			To purchase
Trailer coupling	€ 15,00	€ 165,00	€ 200,00	Not available at all stations and for all vehicle categories available
Fee for drivers under 23 years	€ 10,00	€ 50,00		Mandatory for drivers under 23 years of age
Fee for drivers under 23 years of age (van sharing), optional	€ 21,00			Per calendar day, reduction of the deductible to € 500.00
	€ 29,00			Per calendar day, reduction of the deductible to € 150.00
Safety vest	€ 3,15			To purchase
Cross Border Fee (CBF)	€ 7,50	€ 30,00		Binding for permitted trips abroad
Loss of charging cable for electric vehicles		€ 250,00	€ 500,00	Fee for the loss of charging cables/power cables in electric vehicles

### ANNEX 2 Services

Service rates incl. VAT.	Price max.	Additional information
After Hour	€ 32,00	Hire outside opening hours at selected stations
Night Return	€ 10,00	Returns outside opening hours
Emergency management service abroad	€ 15,00	
Delivery / collection	€ 35,00	Incl. 10 kilometers, additional km: €1.50
One-way car rental within Germany	€ 45,00	A flat-rate fee is charged for one-way rentals within Germany (Exception: one-way rentals to Sylt cost € 249)
One-way car rental station/airport	€ 25,00	For one-way rentals within a city from/to train station or airport station

## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

One-way car rental within a city		€ 19,00		For one-way rentals within the same city at a different station
One-way rental vans and trucks*				Price depends on the drop-off station and vehicle size
*Without special vehicles Truck				
Battery surcharge for electric vehicles		€ 22,00		Price depends on electric vehicle. The electric vehicle can be returned with an empty battery.
Fuel service (EUROPCAR Van Sharing)		€ 15,00		Ending the rental process (EUROPCAR Van Sharing) with a fuel level below 25%, see section 26 e)
		€ 50,00		Ending the rental process Rental process (EUROPCAR Van Sharing) with a fuel level below 10%, see section 26 e)
One-way rentals abroad				Price depends on the delivery station
Refueling fee incl. service				Price is available at the EMOBG stations

### ANNEX 2 Costs

Costs		Price max.		Additional information
Processing fee for driver investigation for fines, penalties and other claims		€ 30,00		The processing fee is due for the determination of a tenant in the event of justified claims
Processing fee for lost property		€ 20,00		
Processing fee Subsequent calculation of border crossing fee ("cross-border fee")		€ 30,00		In addition, the cross-border fee is payable per rental day.
Contractual penalty for entry into restricted countries in accordance with section 3a)		€500,00		Entry into restricted countries is prohibited in accordance with sections 3a and 3b.
Cash handling fee (= cash handling fee)		€ 10,00		For any cash payment/cash deposit per rental agreement
Flat-rate claims processing costs		€ 95,00		
Special cleaning		€ 200,00		Heavy soiling / odor impairment
Lost/stolen vehicle key		€ 500,00		
Loss of the key fob (key fob)		€ 150,00		The "keyfob" is relevant to show the telematics system whether the fob and therefore the vehicle key is in the holder or not
Loss of the fuel card		€ 150,00		Loss of the fuel card of a EUROPCAR Van Sharing vehicle
Cancellation fee <48h		€ 50,00		per booking
No Show fee		€ 95,00		per booking in case of no-show
For car rentals: Climate protection amount per rental day		€ 0,60 € 0,71 € 0,83		Vehicle category up to lower middle class Vehicle category up to upper middle class Vehicle category from upper middle class/ minibuses
Assistance & Personal Protection		€ 9,00		1 to 7 days
		€ 7,00		8 to 14 days

## GENERAL RENTAL CONDITIONS OF EMOBG SERVICES GERMANY GMBH

		€ 5,00		> 15 days
Flat-rate costs for emergency management Services		€ 70,00		In the event of breakdowns caused by the customer
Reminder fee for non-performance		€ 4,00		Per reminder for justified claims in arrears
Unsuccessful delivery/collection (= empty run)		€ 50,00 additional 1 rental day		Costs for unsuccessful delivery or collection Additional charge for one rental day according to agreed conditions
Separation of telematics/location technology		€ 500,00		Temporary disconnection of telematics/location technology
Loss of telematics/location technology		€ 500,00		A lack of telematics/location technology detected on return

### ANNEX 2 Occupant accident protection

Rental period	Price per day incl. VAT.
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

Prices in Euro and incl. VAT.

For rentals or purchases at airports, train stations and cruise terminals, we charge an additional service fee of 24.9% on the net rental price, excluding fuel. Subject to change without notice.

