

# Rental Conditions for Motor Vehicles Zeppelin Rental GmbH

Graf-Zeppelin-Platz 1, D-85748 Garching near Munich

## Section 1: Scope; deviating conditions

- The following Rental Conditions for Motor Vehicles apply exclusively to rental agreements for motor vehicles owned by Zeppelin Rental GmbH (hereinafter referred to as the „Lessor“). Upon conclusion of the first agreement that is subject to the following conditions, the Lessee acknowledges their validity for the entire duration of the business relationship between the parties. This applies in particular to all follow-up transactions, including those concluded verbally, in particular by telephone.
- If the Lessee is specified in these conditions, the provisions apply equally to any drivers of the rental vehicle authorized by them.

## Section 2: Use of the vehicle

- The sole purpose of the rental is use of the vehicles by the Lessee for business and private journeys on public roads in normal construction site deployment. The vehicles may not be used for motor sports purposes or for driver training exercises. The same applies to driving on race tracks, even if these are approved for use by the general public for test and practice drives. Use of the vehicle in off-road situations or open pit mining must be approved in writing in advance and recorded in the rental agreement.
- Subleasing or other inappropriate use is not permitted.
- The operating instructions, including with regard to the required fuel and necessary additives, must be complied with, as must the legal provisions applicable to the use of the vehicle. For vehicles with a permissible gross weight of 2.8 t or more this also applies in particular to the transport documents and accompanying documents, the personal logbook and the (digital) tachograph.

## Section 3: Collection and return of the vehicle

- The Lessee or the driver that they commission is obliged to report any issues with the vehicle to the Lessor immediately upon handover of the vehicle or promptly thereafter.
- Unless otherwise agreed in the Rental Agreement, the Lessee shall return the vehicle with all accessories at the agreed end of the rental period, during business hours at the branch of the Lessor that is responsible for accepting return of the vehicle. If the return time is exceeded by more than 60 minutes, the Lessee shall be obliged, without prejudice to further liability in accordance with Section 8 of these conditions, to pay compensation in the amount of one rental day per commenced day for the period of the overrun. Any further compensation for damages shall remain unaffected by this.
- In the event of good cause, the Lessor is entitled to require return of the vehicle prematurely at a specified point in time or, in the case of termination of the Rental Agreement without notice, immediately.

## Section 4: Obligations of the Lessor

### 1. Maintenance

Maintenance of the vehicle, except for washing, shall always be carried out by the Lessor. In all other cases, Section 5 (Obligations of the Lessee) apply.

### 2. Repair

If, during the rental period, a repair is necessary to ensure the operation or road safety of the vehicle, the Lessee may only commission an authorized workshop to carry out these repairs after cost estimate up to a maximum of EUR 50. Any more significant repairs always require prior consent from the Lessor. Repair costs, that can be proven, shall be borne by the Lessor, insofar as the Lessee is not liable according to Section 8 (Liability of the Lessee).

## Section 5: Obligations of the Lessee

### 1. Rent

The rent is based on the valid rental price list of the Lessor and the provisions of the rental agreement. It is to be paid in addition to the respectively applicable statutory value added tax. Upon conclusion of the rental agreement and before handover of the vehicle, the Lessor is entitled to demand an advance payment of up to the anticipated amount of the final total cost. Any remainder is due for payment upon return of the vehicle to the Lessor.

The agreed rent shall cover a total mileage of 100 km per complete calendar day of the rental period. The extra charge per additional kilometer shall be specified separately in the Rental Agreement. If the odometer breaks, the Lessee is obliged to promptly take the vehicle to a suitable workshop and request guidance from the Lessor. If this provision is not observed, the kilometer price is calculated based on a distance of 250 km per calendar day. The Lessee is entitled to prove that a shorter distance was traveled. The Lessor has the right to claim further compensation if the Lessee acted without their consent or contrary to their instructions, or if they can prove that the Lessee traveled longer distances. If the vehicle is not returned with a full tank, the costs for fuel and refueling service shall be borne by the Lessee.

### 2. Notification obligation

The Lessee shall be obliged to notify the Lessor of all issues occurring on the vehicle during the rental period that are the responsibility of the Lessor to remedy. If no notification is made, the Lessor shall not be obliged to remedy the defect. The Lessee shall be liable for damages insofar as they could have been avoided by timely notification of a defect.

### 3. Authorized drivers

The vehicle may only be driven by the Lessee, its employed professional drivers and the drivers specified in the Rental Agreement. The regulations of StVZO and StVZO must be observed. The Lessee shall be responsible for the actions of the respective driver in the same way as for their own. All provisions of the agreement that favor the Lessee shall also apply to the respectively authorized driver. A driver commissioned by the Lessee must be in possession of a driving license suitable for the rented vehicle and valid in the Federal Republic of Germany. This must be presented at the request of the Lessor.

### 4. Motorway charge/toll

The Lessee shall bear all costs in connection with fees collected for the use of certain transport routes and shall comply with all the cooperation obligations required in connection with the collection of these fees (e.g. truck toll).

### 5. Parking the vehicle

When the vehicle is not in use, all parts of the vehicle should be locked and the steering lock engaged. When leaving the vehicle, vehicle keys and papers should be taken to ensure they remain inaccessible to unauthorized persons. Specific legal or official regulations for truck parking must be observed.

### 6. Overseas journeys

The vehicle is provided to the Lessee for exclusive use within the Federal Republic of Germany. Any use outside Germany, but within the EU, must be reported to the Lessor before the start of the rental period. Journeys outside the EU are not permitted.

### 7. Maintenance

If maintenance within the meaning of Section 4 (1) is not possible by the Lessor due to the location of the vehicle and the rental duration, maintenance must be carried out in consultation with the Lessor and in accordance with the maintenance intervals specified by the vehicle manufacturer. The Lessor shall reimburse the Lessee for verifiable maintenance costs if an authorized workshop was commissioned in consultation with the Lessor. The same applies to technical tests and approvals for the vehicle (TÜV general and intermediate inspections, UVV inspections (accident prevention regulations), ASU (emissions test) etc.).

### 8. Operating fluids

All consumables and operating fluids (fuel, engine oil, coolant etc.) must be provided by the Lessee in accordance with the manufacturer's specifications. With regard to operability of the vehicle, fill levels must be checked regularly based on use. The actual fill levels are decisive.

## Section 6: Obligations of the Lessee in the event of an accident or breakdown

- In the event of an accident, the Lessee is obliged to ensure that, after securing the site and providing first aid, all measures necessary to reduce the amount of damage and safeguard evidence are taken, namely:
  - the police are contacted immediately,
  - the names and addresses of anyone involved in the accident and witnesses, as well as the license plate of the vehicles involved are documented,

- if necessary, an accident sketch is drawn up,
  - they provide no acknowledgement of guilt, and
  - appropriate safety precautions are taken for the vehicle.
- The Lessee may not leave the scene of the accident until they have complied with the duty to clarify the incident and determined the necessary facts.
  - The Lessee is obliged to promptly (max. 24 hours on business days), completely and truthfully report every accident in writing to the Lessor. Police certificates must be submitted. In the event of vehicle theft, the Lessee is obliged to surrender the vehicle keys and documents at one of the rental stores of the Lessor. In further processing of the damage case, the Lessee is obliged to support the Lessor and its insurers as well as to provide them with all information required to clarify the damage case and to determine the liability situation.
  - If safe operation of the vehicle is no longer guaranteed or its use is impaired due to a breakdown, the Lessee must take appropriate safety precautions and coordinate these with the Lessor.

## Section 7: Liability of the Lessor

- The Lessor shall endeavor to ensure the proper condition of the vehicle and to provide reserved vehicles in accordance with the agreement. Events that are unforeseeable, unavoidable or beyond the sphere of influence of the Lessor and for which the Lessor is not responsible, such as force majeure, war, terrorist attacks and natural disasters release the Lessor from its obligation to perform timely services for the duration of these events.
- Subject to the provision in the following paragraph, the legal liability of the Lessor shall be limited as follows:
  - the liability of the Lessor shall be limited to the amount typically foreseeable at the time of conclusion of the agreement and in the case of slightly negligent breach of obligations, the fulfillment of which makes proper execution of the contract possible in the first place and the observance of which the Lessee may regularly rely on (essential obligations arising from the Rental Agreement);
  - the Lessor is not liable for the slightly negligent breach of insignificant obligations arising from the contractual relationship.
- The limitation of liability referred to in the preceding paragraph shall not apply in cases of mandatory statutory liability (in particular in accordance with the Product Liability Act), in the event of assumption of a warranty, or in the event of damages arising from injury to life, limb or health due to a negligent breach of duty by the Lessor or an intentional or negligent breach of duty by a legal representative or vicarious agents of the Lessor.

## Section 8: Liability of the Lessee

- The Lessee shall be liable, in accordance with the statutory liability regulations, for damage to the vehicle or loss of the vehicle, including vehicle parts and accessories, which has arisen during the term of the rental. The amount of compensation is calculated based on the repair costs plus any impairment in value, but is limited to the replacement value.
- Liability also extends to incidental damage costs such as
  - expert fees,
  - towing costs,
  - impairment in value,
  - lost rental income.
- If the vehicle is transferred to third parties, regardless of whether they are authorized or not, the Lessee shall be liable for compliance with this agreement and the conduct of the third party in the same way as they are liable for their own conduct.
- When renting a truck or a vehicle with an open loading area (e.g. pick-up), the Lessee shall be liable for any damage caused by the load.
- In accordance with the German General Terms and Conditions for Motor Vehicle Insurance (AKB), the Lessor may demand recourse from the Lessee up to a maximum of EUR 5,112.92 for damage caused to third parties by the Lessee with the rented vehicle. The liability recourse claim is limited to the following circumstances:
  - If the vehicle was driven under the influence of alcohol or drugs;
  - If the vehicle was driven by another driver who is not in possession of a valid driving license;
  - If the scene of the accident was left without authorization;
  - If the Lessor was notified of the accident (Section 6 (3)) late or incorrectly.
- If, during or after conclusion of the Rental Agreement, the Lessor is obliged to determine and pass on the Lessee's details to an investigating authority due to a violation of the road traffic regulations, the Lessor shall be entitled to charge the Lessee compensation at a flat rate fee of EUR 20.00 for the expenses incurred.
- The Lessee shall be liable for all damage caused to the vehicle due to incorrect or insufficient refueling, or supply of fuels and lubricants that is their responsibility.
- During the rental of vehicles with crane bodies and/or boom supports, the locking of the boom supports must be checked and/or the crane must be returned to its initial position after each use and before the start of travel.

## Section 9: Insurance and reduction of liability

- In accordance with the applicable German General Terms and Conditions for Motor Vehicle Insurance (AKB), the vehicle is insured at a minimum to the extent legally required and customary in the country of vehicle registration with third-party liability insurance at the statutory minimum insurance amount. The Lessee shall be liable for any damage to the vehicle caused intentionally or negligently; however, there is the possibility of a reduction of liability in accordance with Paragraph 2 below. Liability insurance coverage in accordance with AKB exists in the geographical boundaries of Europe. The Asian part of Turkey is excluded. Damage to property inside or on the vehicle is not covered by these insurance policies.
- In accordance with Section 8 (Liability of the Lessee) of these Rental Terms and Conditions, upon conclusion of the Rental Agreement, the Lessee may reduce their liability by paying an additional amount to a specific payable excess per damage event that shall be recorded in writing in the Rental Agreement.
- The reduction of liability does not apply if the Lessee culpably breaches one or more of the obligations specified in Section 5 (Obligations of the Lessee) or Section 6 (Obligations of the Lessee in the event of an accident or breakdown) or if the Lessee caused damage deliberately or through gross negligence. This also applies in particular if, in the event of damage with or without the involvement of third parties, the police were not called, so that the Lessor is not able to objectively clarify the damage case.

## Section 10: Limitation period

To avoid a hasty legal claim against the Lessee, in the event of loss or damage to the rental object the Lessor shall first carefully examine the facts of the matter. Compensation claims by the Lessor due to modification or deterioration of the rental object shall therefore only become due two months after its return; the limitation period is extended accordingly.

## Section 11: Data protection clause

The Lessee agrees that their personal data will be stored by the Lessor insofar as it is necessary for business processing.

## Section 12: Place of jurisdiction

Munich is agreed as the place of jurisdiction if the Lessee does not have a general place of jurisdiction in Germany or if, after conclusion of the agreement, they relocate their place of residence or habitual abode overseas, or if the place of residence or habitual abode is not known at the time the claim is filed. This also applies if the Lessee is a person under public law, a special fund under public law or a merchant.