



JAGUAR & LAND ROVER RENT

GENERAL TERMS AND CONDITIONS FOR RENTAL OF PASSENGER VEHICLES JAGUAR AND LAND ROVER RENTALS (12 / 2019)

1. Parties and subject matter of the Agreement

- 1.1 The Agreement is made between the Lessee and the Lessor.
- 1.2 Under the terms of the Agreement, the Lessor provides the Lessee with a non-smoker vehicle (hereinafter referred to as the "vehicle") in return for payment.
- 1.3 With the Agreement of the Lessee, the Lessor may recall the vehicle at any time and replace it with a comparable vehicle, provided it matches the specifications of the vehicle agreed under the terms of the Agreement.

2. Vehicle handover, supply and default of acceptance on the part of the Lessee

- 2.1 The Lessor undertakes to hand over the vehicle to the Lessee at the agreed time and place without any technical defect that may impair roadworthiness. The Lessee agrees to take delivery of the vehicle at the agreed time and to check vehicle condition and equipment immediately. Should any damage or deficiency be discovered, these must be reported and recorded as soon as possible.
- 2.2 The following provisions apply in the case of short-term rentals (up to 28 days). Should the Lessee fail to take delivery of the vehicle within one hour of the time agreed, the reservation is no longer valid. Cancellations must be made at least 24 hours prior to the start of the rental period. If this is not the case, the Lessee will be charged the basic daily rate in line with the tariffs listed at the time of cancellation, unless the vehicle can be rented otherwise. The assertion of further damages remains unaffected. The Lessee retains the right to prove lesser damages.
If the Lessor can prove greater damages or the Lessee lesser damages or no damage, the amount of damages shall be increased or reduced accordingly.
In either case, the amount of damages shall be increased if the Lessor can prove greater damages or reduced if the Lessee can prove lesser damages or no damage.
- 2.3 In the case of long-term rentals, the Lessor reserves the right to impose a charge of at least one month's rent, should the Lessee cancel an already signed rental agreement.

- 2.4 The Lessee must provide the following documents upon collection of the vehicle:
 - a driving licence valid in the relevant country and for the prebooked class of vehicle
 - a valid means of payment in the Lessee's name
 - an ID card or passport

Driving licences from non-EU states are accepted provided the customer is in possession of a visa that is valid at the time of the rental (excluding Switzerland). Non-EU citizens residing on a long-term basis for more than 6 months must provide an EU driving licence.

All credit and debit cards issued by internationally recognised credit card companies (Visa, MasterCard, American Express) will be accepted as means of payment; prepaid cards of any kind are not accepted. The means of payment must be in the name of the Lessee. This must be presented and valid at the time of vehicle collection.

The Lessor will terminate the Agreement if the Lessee is unable to provide documentation at vehicle collection. In this case, the Lessee shall have no claim for compensation on the grounds of default.

3. Authorised drivers

- 3.1 Only those persons entered on the Rental Agreement as Lessee or driver with accurate and correct information and in possession of a driver's licence valid in the rental country are permitted to drive the vehicle.
- 3.2 The vehicle may also be driven by persons other than the Lessee with the explicit consent of the Lessor. The consent of the Lessor is deemed to apply to all other persons entered on the Rental Agreement with first name, family name and driving licence number. Insurance cover cannot be guaranteed without the agreement of the Lessor.
- 3.3 If the vehicle is to be driven by another person approved by the Lessor, the Lessor will demand an additional charge as set out in the version of the tariff price list valid at the time of rental.
- 3.4 All rights and obligations contained within the Agreement are valid in favour of and at the expense of the authorised driver.

4. Vehicle use

- 4.1 Excessive wear is prohibited. The vehicle may only be used on public roads; road traffic regulations must be observed at all times.
Use of the vehicle in the following circumstances is expressly prohibited:
off-road driving, driving instruction, driving practice, motor sports, use on race circuits including those authorised for test / practice drives by the general public ("tourist sessions"), any kind of racing, participation in road rallies, illegal road racing of any kind, commercial transportation of passengers, transportation of hazardous substances, subleasing, use by third parties not registered in the Rental Agreement in accordance with section 3, use of the vehicle to commit criminal acts and / or use of the vehicle as a weapon, drunk-driving, driving under the influence of drugs, driving under the influence of medication and other intoxicating substances insofar as these impair driving ability, driving without a valid driver's licence, towing other vehicles or trailers. Statutory provisions apply to similar violations of all kinds involving the vehicle.
- 4.2 The Lessee is responsible for all costs arising from charges levied for the use of certain traffic routes (e.g. tolls) and shall perform all obligations to cooperate with respect to payment of charges.
- 4.3 All parts of the vehicle must be kept locked at all times when the vehicle is not in use; the steering-wheel lock must be engaged. Valuables should not be left visible in the vehicle. When leaving the vehicle, the Lessee / driver must remove all keys and vehicle documents and keep them inaccessible to unauthorised parties. The roof of a

convertible vehicle must be closed.

- 4.4 The manufacturer's instructions for use must also be observed with regard to the type of fuel required, and to the statutory provisions applicable with respect to use of the vehicle. The customer shall treat the leased vehicle with care, paying particular attention to the guidelines set out in the manufacturer's instruction manual, as well as the rules for running in, for observing prescribed maximum revs and road speed. The Lessee shall check oil, water and tyre pressures on a regular basis throughout the rental period.
- 4.5 The Lessee is not permitted to drive the vehicle in those countries prohibited by the Lessor either in general or for specific vehicle models. In principle, entry and exit is permitted only for the following countries:
Andorra, Austria, Belgium, Denmark, Finland, France, Hungary, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain (mainland), Sweden, Switzerland, Vatican City, United Kingdom.
Vehicles leased in an island state may only be used in that specific island state. It is forbidden to transport the vehicle by means of ferry.
The Lessor also reserves the right to prohibit entry into or passage through the aforementioned countries, either in general or on an individual basis.
- 4.6 The customer is also prohibited from taking the vehicle into or through countries other than those listed above.
- 4.7 It is also forbidden to transport the vehicle by any other means to other countries.
- 4.8 These restrictions do not apply if explicit written authorisation from the Lessor was granted by the Lessor prior to entry.
- 4.9 Should vehicle use contravene either the Rental Agreement (section 4.1) or entry regulations (section 4.5 ff), the Lessor shall be entitled to terminate the contract without notice. Furthermore, any breach of conditions concerning travel into foreign countries will result in all insurance and limitations of liability losing their validity.
- 4.10 The Lessor shall also be entitled to restrict further use of the vehicle and to recall the vehicle immediately should conduct constituting a breach of the Agreement be suspected or established.

5. InControl Services

The vehicles are connected and include services and apps that provide connectivity between the user and the vehicle. The InControl apps and services provided by Jaguar Land Rover are already activated before your use. The functions and terms and conditions of InControl can be viewed by clicking on the following link:
<https://incontrol.jaguar.com/jaguar-portal-owner-web/about/terms-and-conditions/EN>.

6. Damage (accident, theft, fire, breakdown, etc.); duty of disclosure, obligations

- 6.1 The Lessee or driver must notify the police immediately if the vehicle is damaged (accident, fire, theft, damage caused by wild animals or otherwise) whether in the rental country or abroad. If it is not possible to report the damage incident by phone, it should be reported at the nearest police station. This applies also in the event of minor damage to the vehicle and self-inflicted accidents with no third-party involvement.
- 6.2 The Lessee must report any damage to the Lessor without delay. The Lessee must inform the Lessor in writing of all details of the event leading to damage of the vehicle in the form of an incident report. The incident report must include the names and addresses of witnesses, those involved in the incident and the registration numbers of all vehicles involved. Police documentation and case numbers should be attached to the incident report where applicable. Incident report forms are available from the Lessor.
- 6.3 The Lessee or driver must take all necessary measures to investigate the cause of the damage incident. Any questions posed by the Lessor in connection with the damage incident must be answered truthfully and comprehensively. The Lessee must not leave the site of the incident until the necessary findings have been established, in particular those required by the Lessor to evaluate the damage incident.
- 6.4 The damaged or broken down vehicle shall only be abandoned if the incident site is adequately secure and protected against all further risk, in particular theft or secondary accident.
- 6.5 The Lessor is responsible for actioning repairs to accident damage. In the event of damage, the Lessee undertakes to bring the vehicle to a dealership, representative or garage approved by the Lessor. In all cases, the Lessor shall have the right to compensation payments relating to damage to the vehicle. If the Lessee is in receipt of such payments, he/she shall forward these to the Lessor. The Lessee is not entitled to assert the right to retain compensation payments for damage to the vehicle. The Lessee may not assert damage claims on account of damage to the vehicle against the liable party, driver, vehicle owner or civil liability insurer in the Lessee's own name either directly or indirectly. This does not affect the rights of the Lessee or driver to make a claim for any injury to their person or any damage to their property.
- 6.6 In the event of accidents involving a vehicle driven by the Lessee, they shall not declare any assumption of liability or responsibility. Should, in spite of this, the Lessee make such a declaration of liability, it shall apply solely and directly to the Lessee. Neither the vehicle owner nor the insurer are bound by any such declaration.
- 6.7 The Lessee undertakes to provide information as to the precise location of the vehicle at any time as requested by the Lessor and to facilitate inspection of the vehicle.
- 6.8 Reimbursement of expenses for road traffic violations: In the case of potential road traffic violations committed during use of the vehicle by the Lessee or a third party to whom the Lessee has given use of the vehicle, the Lessor is entitled to levy a flat-rate reimbursement of costs. This flat rate is detailed in the tariff price list and will be added to the costs incurred.

7. Public Liability Insurance

- 7.1 The rental price includes a motor vehicle liability insurance, with the minimum



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scope as is legally required in Germany in accordance with the German obligatory car insurance law (PflVG). In the event of an accident for which the Lessee is responsible, they shall be financially liable for the cost of third-party damage up to the amount of the excess.

7.2 The precise terms and conditions of the insurance policy can be obtained from the Lessor.

8. Liability on the part of the Lessee for damage to the rental vehicle.

8.1 The Lessee is wholly liable for any damage to the vehicle arising or caused as a result of its operation for the duration of the Rental Agreement, loss of the vehicle (including vehicle parts and accessories) and breaches of the Rental Agreement. The Lessee shall not be liable if they are not responsible for the breach of duty resulting in such damage or loss.

The liability for damages exists in particular (and as appropriate) for repair costs, depreciation or, in the case of a total vehicle write-off, for the replacement value of the vehicle less the salvage value – towing costs, expert's fees, loss of rental – and any other costs incurred by the Lessor. The Lessee is responsible for compliance with the provisions of this Rental Agreement. The Lessee is responsible both for the negligence of third parties left in charge of the vehicle and for the Lessee's own negligence.

8.2 The Lessee is responsible for the consequences of road traffic violations or offences involving the rental vehicle, and is liable to the Lessor for any charges, costs and all damages incurred by the Lessor as a result of official measures and defence against them. The Lessor has the explicit right to provide the name of the Lessee or driver to any authorities that request them. See section 6.8.

9. Liability reduction

9.1 The Lessee is advised that the vehicle is not covered by fully comprehensive insurance.

9.2 The Lessee can reduce their liability as set out above (section 8) by agreeing to a special liability reduction for certain vehicle damages by paying an additional fee with a specific excess per accident or loss. However, this liability reduction does not apply in the event of a violation of section 10. A contractual exemption from liability is equivalent to the concept of fully comprehensive insurance.

9.3 The level of the excess and the relevant additional fee for liability reduction is fixed by the Lessor on an individual basis in the Rental Agreement. Exemption from liability explicitly does not apply in the event of brake damage, operational or breakage damages (e.g. clutch damage, damage caused by refuelling with the incorrect fuel, etc.). Equally, liability reduction does not apply if the vehicle is misappropriated.

9.4 The liability of the Lessee/driver for road traffic violations and criminal offences cannot be excluded. The Lessee is liable without limitation for all road traffic violations, legal infringements and other statutory provisions, as well as for any interference with the vehicle caused by the Lessee or a third party left in charge of the vehicle by the Lessee. The Lessee indemnifies the Lessor against all penalties and warning fines, charges and other costs claimed for such violations from the Lessor by the relevant authorities or other bodies.

9.5 For any damage incident, the Lessor is entitled to invoice the excess immediately, even when the question of liability is open or presumed to lie with the other road user. The assertion of further damages remains unaffected. Invoicing the excess is **not a surrender** of the right to claim further compensation from the Lessee and does not constitute a declaration on the liability of an insurance policy or third party.

10. Applicability / removal of liability reduction

10.1 In the event of liability reduction, the Lessee and any driver also protected by the contractual liability reduction are liable for damages up to the agreed policy excess. Liability reduction does not apply to damage caused wilfully by the Lessee/driver. In the event of losses caused by gross negligence, the Lessor is entitled to reduce his obligation to provide exemption from liability commensurate to the severity of the negligence. Moreover, the liability reduction does not apply should the Lessee/driver wilfully infringe one of his/her obligations as set out in these general terms and conditions of rental. In the event of a grossly negligent breach of duties, the Lessor is entitled to reduce his obligation to provide exemption from liability commensurate to the severity of the negligence.

10.2 The reduction of liability shall not lapse if the violation of an obligation is neither the cause for the occurrence of damage/loss nor for the determination of the existence of prerequisites for granting a reduction of liability. However, this does not apply where the obligation is violated maliciously.

10.3 The regulations on contractual liability reduction apply both to the Lessee and to the authorised driver, but only for the period of the Rental Agreement, and not for the benefit of any unauthorised user of the vehicle.

11. Return of vehicle

11.1 The Rental Agreement ends when the rental period expires. If the Lessee continues to use the vehicle after the agreed rental period has expired, the Rental Agreement is not deemed to have been extended. § 545 BGB (German Civil Code) does not apply.

11.2 The Lessee shall duly return the vehicle in the condition in which it was collected to the agreed location and at the latest by the agreed time, together with all accessories, keys and vehicle documentation, and fully refuelled, unless explicitly agreed otherwise. The fuel receipt must be provided upon request. Should the fuel level be unsatisfactory, the Lessee shall bear the cost of the additional fuel and refuelling service.

11.3 Subject to any agreement to the contrary, the vehicle can only be returned during the Lessor's hours of opening in accordance with the tariff price list and only to the

Lessor or their authorised employee.

11.4 If the vehicle is returned to the Lessor outside the hours of opening or at a location other than the one agreed, the risk of accidental deterioration is not transferred to the Lessor until the vehicle is actually in the Lessor's possession or actually reaches the contractually agreed point of return. The risk of vehicle damage is borne by the Lessee during this period.

11.5 Where good cause exists, the Lessor is entitled to request the premature return of the vehicle. Furthermore, the Lessor may assert the right to retake possession of the vehicle, should the Lessee not return the vehicle to the Lessor at the agreed time. In this case, the Lessee shall pay an additional usage charge for every additional started day beyond the agreed rental period and, as a minimum, equivalent to the fee listed in the current applicable scale of charges. If a time-limited special tariff was agreed, the standard rate valid at the time shall be applied as a minimum beyond the agreed rental period. The Lessee is entitled to provide evidence that the Lessor has incurred no, or only limited, loss or damage.

12. Payment obligation of the Lessee, due dates, billing

12.1 The Lessee shall pay the total amount, which is calculated from the individual positions shown on the front page of the Rental Agreement. This includes invoicing for any fuel shortage upon return of the vehicle. If the charges under this Rental Agreement are paid with a valid credit card, the card holder's signature shall be regarded as authorisation to debit the corresponding account at the credit card organisation for the full invoice amount. This authorisation shall also be valid for subsequent debits due to rental rate corrections, damage incidents, including relevant towing costs, road traffic violations and any administration costs arising from processing.

12.2 The rental price including deposit (equivalent to the established excess) shall be blocked on the credit card left on file during the reservation process on the website. The deposit serves to guarantee any subsequent charges levied by the Lessor on the Lessee in connection with the Rental Agreement. No interest is added to the deposit by the Lessor.

12.3 The rental price (plus other agreed charges, e.g. liability reduction, delivery costs, etc.) plus VAT at the applicable statutory rate shall be paid in full for the agreed rental period. The rental price is charged from the start of the rental period.

12.4 The following agreement applies in the case of a long-term rental (rental period > 28 days). The rental price (plus other agreed charges, e.g. liability reduction, delivery costs, etc.) plus VAT at the applicable statutory rate shall be paid in advance for the relevant accounting month. The monthly rental price will be collected at the beginning of each month (starting on the first day of the agreed vehicle pick-up).

12.5 Invoices can be delivered electronically, as a hard copy on-the-spot, or by post (exclusive of postage).

13. Lessor liability

13.1 The Lessor is liable in cases of malicious intent or gross negligence on the part of the Lessor, their representative or vicarious agent in line with statutory provisions. In all other respects, the Lessor shall only be liable for injuries to life, body or health or for culpable breach of essential contractual obligations. The damages claim for breach of cardinal contractual duties is limited to typical foreseeable loss or damage.

13.2 The Lessor assumes no liability for items left in the vehicle upon its return; this shall not apply in cases of premeditation or gross negligence on the part of the Lessor, their representative or vicarious agent.

13.3 Liability without fault on the part of the Lessor for initial defects to the vehicle is ruled out.

14. Termination

14.1 This Agreement has a fixed term. For this reason, ordinary termination of the Agreement during the rental period is not possible.

14.2 The right of both parties to terminate the Agreement for good reason remains unaffected.

Good reason from the Lessor's perspective includes infringement of sections 4.1 or 4.5 ff. and payment default.

15. Place of jurisdiction, written form, severability clause

15.1 Amendments or additions require the written form. There are no verbal ancillary agreements.

15.2 In so far as the Lessee is a merchant, a legal entity under public law or a public law entity with special public funds, the exclusive place of jurisdiction for both parties is the Lessor's registered office. The applicable law is German law.

15.3 The Lessor shall not participate in any dispute resolution scheme under the VSBG (German Consumer Dispute Resolution Act) and is not obliged to participate in any such scheme. Further information about the German Consumer Dispute Resolution Act (VSBG) can be found at:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

15.4 Should individual provisions of this contract be deemed ineffective or unfeasible or become ineffective or unfeasible after conclusion of the contract, the effectiveness of the remaining provisions of the contract shall remain unaffected. The ineffective or unfeasible provision shall be replaced by an effective and feasible provision that comes as close as possible in terms of economic purpose to that which the contracting parties intended or would have concluded had they recognised its ineffectiveness or unfeasibility at the time. In the absence of any regulation in this Agreement, the provisions of the German Insurance Contract Act (VVG) and the provisions of the General Terms and Conditions for Motor Vehicle Insurance (AKB 95) shall apply. © Choice GmbH