

## General Terms and Conditions of the company mobilespace GmbH

### Obligations of the renter

The rental contract for the rented vehicle is concluded by an order confirmation signed by the Renter. Without a signed order confirmation, the Lessor reserves the right to rent the vehicle elsewhere. The rental period begins and ends at the Lessor's premises or at other stations or addresses determined by the Lessor. The prices stated in the offer include 150 km of mileage per day. Exceeding the Km flat rate will be charged with € 0,22 net per additional kilometer driven, unless otherwise agreed. For generators, 12 operating hours per day are free, each additional hour is charged with € 10 net. Before exceeding the agreed rental period, the consent of the Lessor must be obtained. Otherwise, the Lessor is entitled to obtain the rental vehicle at the expense of the Renter and/or to charge the daily rental price in full amount, without taking into account any quantity discounts or graduated prices. After termination of the rental agreement, the Lessor is entitled to take possession of the vehicle at any time. This also applies to longer-term rentals in the event that the Lessee is more than two weeks in arrears with the agreed payments or if it is foreseeable that the Lessee will no longer be able to meet the obligations. The vehicles may only be used for the intended purpose, not for the transport of persons or objects that do not belong to the vehicle. Damage or contamination caused by non-observance shall be borne in full by the Renter. Only the drivers named in the rental agreement are authorized to drive the vehicle, in the case of company rentals this applies to the drivers employed there. For driving the vehicles with box bodies a minimum age of 21 years and a driving experience of at least 3 years is required. Exceptions to this requirement must be agreed in writing. If an external company is commissioned to drive the vehicles, the consent of the Lessor must be obtained. The Renter is liable for the fault of the driver to the same extent as for his own fault. Renter and driver are obliged to observe the legal regulations for the use of the rented vehicle. For truck rentals the regulations of the German road haulage law (Güterkraft-Verkehrs-Gesetz - GüKG) have to be observed. For rental objects with engines, oil, water level and tire pressure are to be checked by the Renter at each refueling. In case of non-observance, the Renter is liable for any damages incurred to the full amount of the damage. In the case of minor defects and/or damage caused by the Renter, the Lessor will issue a cost invoice in the event of repair. The use of rental vehicles as towing vehicles for trailers is only permitted if the towed trailers are part of the rental contract. Trailers from other companies may only be towed if mobilespace has given its consent in writing. The functionality of trailer coupling and trailer electrics is only guaranteed if both trailer and towing vehicle are part of the rental agreement between mobilespace and Renter.

### Vehicle handover

The handover and instruction of the vehicle takes place on the premises of mobilespace GmbH. The vehicle handover only takes place during our business hours between 9:00 and 18:00. During the handover of the vehicle, a handover protocol will be issued, and a technical briefing will be carried out. Together with the Renter or a person authorized by the Renter, visible defects on the vehicle will be noted, as well as additional utensils handed over with the vehicle. The vehicle will be handed over to the Renter in a clean condition and with a full tank of fuel. If delivery or pick-up is desired, technical instruction is only possible by arrangement. The return of the vehicle is possible during business hours. If the vehicle is parked outside business hours on the company premises, the transfer of liability from the Renter to mobilespace GmbH to determine any defects will take place on the next working day. The vehicle handover outside business hours is subject to a fee. The cleaning, emptying of waste water and holding tanks is to be taken over by the Renter before the return of the vehicle. The vehicle must be handed over to the Lessor with a full tank. For cleaning,

refueling, instruction, filling of gas bottles, emptying of water or septic tanks we charge a service fee according to our current price list.

### **Liability of the Renter in the event of damage, accident, theft**

For damages caused by the Renter to and in the rented vehicle, or additionally rented equipment (power generator, cable, etc.) the Renter is liable per damage case up to an amount of € 1.500,- plus € 60,- for the preparation of the damage calculation by an expert. If the premium excess reduction is booked, the excess will be reduced to the corresponding agreed amount per damage event. The liability of the excess reduction is limited to the damage caused to the vehicle by an accident. The Renter is fully liable for any subsequent costs of an accident, such as towing, recovery, vehicle replacement or temporary repair of the vehicle. The Renter is liable for the full amount of the damage in case of accident or damage caused by intent, hit-and-run, disregard of the legal working hours for drivers and non-observance of the rules of the rental agreement or these General Terms and Conditions (in particular in case of failure to report an accident to the police, see below). Furthermore, the Renter is liable for the full amount of the damage in case of incorrect operation of the rented vehicle; this includes, for example, refueling with the wrong fuel or refilling engine oil. In case of loss of the vehicle due to theft, the renter is liable for € 5.000, -. The renter has to provide sufficient protection against theft. All rental objects must be parked in a guarded and fenced parking lot, with the exception of artistic vehicles. Trailers must always be parked and secured with a coupling lock and tire claw. Failure to do so will void insurance coverage and the renter will be charged the full replacement value. For depreciation of the vehicle or loss of rental due to improper use or non-compliance with the terms and conditions, the Renter is liable. In case of loss of the vehicle due to an accident caused by the Renter, theft, or culpable damage, the agreed rental price is to be paid in full. If an emergency repair of the rental object is carried out, these costs are due in addition to the excess reduction. If the vehicles are used at a distance of more than 350 km from the premises of the Lessor, the Renter is obliged, in the event of a malfunction such as an accident, breakdown or other technical defect, to arrange for the repair in cooperation with the Lessor if necessary. The vehicles are insured against third party liability, in case of personal injury limited up to € 15 million according to the General Terms and Conditions of the motor vehicle insurance. In case of any accident, the police must be called and it must be insisted that the accident is recorded by them. The Lessor is to be informed immediately. Evidence (witnesses, traces) must be secured and the names and addresses of those involved must be noted. The Renter is not allowed to make an admission of guilt (which would jeopardize the insurance coverage). In case of non-compliance, the Renter is liable for the full amount of the damage. If a vehicle combination is involved in an accident in which the trailer is not part of the rental contract (third-party vehicle), the liability for comprehensive cover or third party liability claims to the trailer or damages caused by the trailer is fundamentally excluded. A reduction of liability can only be claimed for own rental objects.

### **Liability and insurance coverage abroad**

In case of technical or other failure of the vehicle abroad, the Renter has to inform the Lessor immediately. Costs for repair, retrieval and transport back to Germany are to be borne by the renter, if the renter is responsible for these costs. All services regarding maintenance and repair are borne by the Renter. We reserve the right to charge for damages caused by accident or improper operation of the vehicle in full. Trips outside the EU are only permitted with the prior written consent of the Lessor, otherwise they are strictly prohibited.

### **Winter operation**

Vehicles with water system require special attention. When not in use, vehicles must either be connected to the power supply or the water system must be completely drained, otherwise frost damage will occur. Frost protection and frost damage prevention are the responsibility of the Renter.

### **Limitation of liability of the Lessor**

Compensation claims by the Renter, including those arising from pre-contractual obligations and tort, may only be asserted if they are based 1) on intent or gross negligence on the part of the Lessor or its vicarious agents, or 2) on the negligent breach of a contractual obligation (so-called "cardinal duty") by the Lessor or its vicarious agents, but then only in the amount of the foreseeable damage which is typical for this type of contract, or 3) on a negligent breach of duty of the Lessor or his vicarious agents leading to injury to life, body or health, or 4) on the absence of a guarantee feature of the rented object.

## **Terms of payment**

For short term rentals (1-4 days), unless otherwise agreed, the invoice will be issued directly upon vehicle delivery. Upon return of the vehicle, the outstanding invoice amount must be paid on the premises. For long-term rentals (7 days or more), the invoice is issued after half of the rental period. The invoice amount is due immediately. In case of delay of payment by more than 10 calendar days, the Lessor reserves the right to charge interest on arrears in the amount of 8% points above the base interest rate per month of delay or part thereof. If payment is delayed, a reminder fee plus interest on arrears (see previous sentence) plus VAT will be charged for each reminder. Furthermore, the Lessor reserves the right to cancel all previously negotiated discounts in the event of failure to meet the payment deadline. The rental price includes car taxes, insurance and oil. All Renters, drivers and directly liable guarantors of the rental contract are liable for the fulfillment of the contract.

## **Withdrawal / postponement from the rental agreement**

If the Renter withdraws from a concluded rental agreement, if the rental period is postponed or if fewer rental items are rented as agreed, the Lessor may demand compensation for the arrangements made and expenses incurred. Decisive for the time of withdrawal is the receipt of the written notice of withdrawal by the Renter. The following rates must be paid in case of withdrawal: 0% up to 61 days before the agreed start of the rental period, 25% from 60-31 days before the agreed start of the rental period, 50% from 30-21 days before the agreed start of the rental period, 80% from 20-11 days before the agreed start of the rental period and 90% from 10 days onwards for the agreed rental period. If the Renter withdraws from the rental agreement on the day of rental or during the rental period or does not pick up the vehicle, 100% of the agreed rental price will be due. If several vehicles are rented, the earliest possible handover date shall be deemed to be the start of the rental period for all vehicles. In case of multiple postponement or postponement over a period longer than one week, or reduction of the order volume, the Lessor reserves the right to charge an appropriate fixed fee for the time of the failure according to the above specified list. In case of postponement or reduction of the order volume, the Lessor reserves the right to cancel discounts or benefits. In the event of a postponement of confirmed rental contracts, the Lessor must be informed of the new rental period.

## **Data protection, applicable law**

The renter agrees to the storage of his data, which will be used exclusively for the execution of the contract. German law is applicable.

## **Business hours**

Working days: Monday to Friday between 9:00 am and 6:00 pm.

## **Severability clause**

If individual provisions of these terms and conditions should be invalid or contain gaps, the validity of the remaining provisions shall not be affected.

## **Place of jurisdiction**

The exclusive place of jurisdiction for both parties and for all claims arising from and in connection with this contract shall be the Lessor's registered office in Hamburg.

Valid from: 01.01.2023

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