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GENERAL TERMS AND CONDITIONS (GTC) FOR LEASING APPLICATIONS FOR BUSINESSES AND ADDITIONAL PROVISIONS FOR SERVICES

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STATUS AS AT MAY 2018

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Part A: General Provisions

I. Entering into a leasing agreement

1. The LESSEE shall offer to enter into a leasing agreement with the LESSOR. The LESSEE shall be bound by his application to enter into a leasing agreement for one month. The contract shall be entered into if the LESSOR confirms acceptance of the leasing application in writing within this period of time (Confirmation of acceptance) or the LESSEE takes over the vehicle. The period of commitment shall be extended as appropriate if the LESSEE fails to provide the LESSOR with all the documents requested by the latter on time allowing to check his creditworthiness, in spite of being sent a written reminder to do so by the LESSOR for reasons for which the LESSEE is to blame.
2. The LESSOR is entitled, for the purposes of refinancing, to transfer the title to the leasing vehicle as well as all the LESSOR's rights and duties, in particular the claims under this contract to third parties. The LESSEE waives notification of transfers and assignments with regard to this.
3. All agreements are to be put down in writing. This shall apply in particular for side agreements, assurances as well as subsequent amendments or supplements to the contract and for the amendment of this written form clause.
4. During the term of this leasing agreement the LESSEE shall, at the request of the LESSOR, provide proof of his financial status. He hereby authorises his banks to pass out information about his creditworthiness.

II. Delivery and default in delivery

1. As a matter of principle quoted delivery dates shall not be binding unless they have been expressly agreed and marked as being "binding" in the leasing agreement. If subsequent contractual amendments are agreed, a delivery date or delivery period shall, if necessary, be agreed again in writing. The LESSEE is hereby authorised, even at this stage, to assert a claim for the delivery of a vehicle against the Supplier and to inform him that he is in default, setting him a reasonable period of time to supply a vehicle while threatening to withdraw from the contract unless a vehicle is supplied within the reasonable subsequent period of time set for delivery. The LESSEE has to inform the LESSOR if he is not supplied with a vehicle on time and of all the measures instigated by him by submitting copies of the correspondence without undue delay.
2. The LESSEE may call upon the LESSOR in writing 6 weeks after a non-binding delivery date or delivery period has not been met, to supply a vehicle within a reasonable period of time. The LESSOR shall be in default upon receipt of this warning. In addition to the supply of a vehicle, the LESSEE may only demand the reimbursement of default damages if the LESSOR is accused of intent or gross negligence. In each case the claim for compensation shall be limited to the foreseeable damages typically occurring. Limitations of liability shall not exist for damages resulting from death, personal injury of physical harm. The LESSOR cannot be held liable if the damages would also have been incurred had the vehicle been supplied on time. The LESSOR is entitled, by agreement with the LESSEE, to provide a suitable replacement vehicle until the intended vehicle is supplied. The LESSEE shall not be entitled to a legal right to this. The LESSOR shall reserve the right to decide the suitable vehicle.
3. If, while he is in default, the LESSOR is, by chance, unable to supply a vehicle, he shall consequently only be liable in accordance with Paragraphs 1 – 3, if the damage would not have been incurred even if the vehicle had been supplied on time. If the LESSOR is not responsible for it being impossible to render his performance, e.g. as a result of force majeure, civil unrest, operational breakdowns, strike or lock-out he cannot be held liable.

III. Taking over the vehicle, default in taking over and acceptance of the vehicle

1. Unless agreed otherwise, the LESSEE shall take over the vehicle where the supplying dealer is located. If additional expenditure is incurred as a result of the LESSEE taking over the vehicle at another place as agreed, it shall be for the LESSEE's account. By signing the take-over confirmation, in which the definitive mileage (kilometres) of the vehicle is recorded in particular, and proof that the special payment, in so far as one has been agreed, the LESSEE recognises the receipt of the vehicle and that it is complete and is free of identifiable defects.
2. The LESSEE is entitled to inspect the vehicle with 8 days from receipt of notification that it is ready to be taken over at the agreed take-over venue and take it on a test drive of no more than 20 kilometres. The LESSEE is obliged to take over the vehicle within the above-named period of time. The right to have design or shape modifications made to the vehicle, differences in colour as well as changes to the delivery schedule by the manufacturer shall be reserved during the delivery period, provided that the vehicle is not considerably changed as a result and the LESSEE can be reasonably expected to accept them. If the above modifications are considerable or if the LESSEE cannot be reasonably expected to accept them, he may refuse to take over the vehicle. The LESSEE shall have the same right if the vehicle offered shows considerable defects which, following notification during the inspection period, are not fully rectified within 14 days.
3. If the LESSEE is in arrears with taking over the vehicle for longer than 7 days from receipt of notification that it is ready to be taken over, the LESSOR may consequently set the LESSEE a subsequent period of 14 days to take over the car with the declaration that after this period of time has expired, he will refuse to hand over the vehicle to the LESSEE. After the subsequent period of time has expired unsuccessfully, the LESSOR shall be entitled to withdraw from the contract by means of a written declaration to that effect and to demand compensation for damages on account of non-fulfilment. A subsequent period of time will not have to be set if the LESSEE in all

seriousness definitively refuses acceptance of the vehicle or if he is manifestly unable to fulfil his payment obligation under the leasing agreement within this period of time. If the LESSOR demands compensation for damages, this shall consequently amount to 15 % of the price of the vehicle, that is the non-binding price recommended by the manufacturer, (including value added tax) at the point in time at which the contract is entered into for this vehicle. The amount of damages is to be set higher or lower if the LESSOR can prove higher damages or if the LESSOR can prove lower damages.

4. The LESSEE shall have to inspect the vehicle in accordance with Section 377, Section 381 Paragraph 2 of the German Commercial Code [HGB] without undue delay and notify the Supplier without undue delay of any defects there may be while notifying the LESSOR at the same time.

IV. Leasing period

1. The leasing period shall begin on the day on which the vehicle is taken over by the LESSEE or – with a written agreement to this effect – by a third party. If the vehicle is registered in the name of the LESSEE or – with the prior written consent of the LESSOR in the name of a third party prior hand-over, the leasing period shall begin when the vehicle is registered.
2. The leasing agreement shall end when the leasing period specified in the contract expires. The termination rights in accordance with Section XI Number 2 and 3 shall not be affected by this.

V. Payment date and adjustment of the leasing instalments

1. The finance leasing instalment to be paid is the counter-performance for handing over the vehicle for use. In a leasing agreement to be invoiced on the basis of the number of kilometres driven the amount of the finance leasing instalment shall in particular be based on the price of the vehicle, a possible special payment, the service life and the agreed total mileage (kilometres); for a leasing agreement with a residual value settlement it shall be determined in particular by the vehicle price, the service life and the amount of any special payment which may possibly be made.
2. The first finance leasing instalment or for service leasing the total leasing instalment and all other once-off payments named in the leasing agreement such as, for example, special payment, agreed ancillary services such as, for example, transportation, registration and deregistration of the vehicle, as well as expenditure for insurance and taxes shall be due for payment and is to be paid on the day on which term of the lease commences. The subsequent (total) leasing instalments shall each be due in advance on the 1st of the month. If the leasing period does not begin on the first of the month, the first payment shall be worked out for the calendar days from the beginning of the term of the lease up until the last day of the month, whereby one thirtieth of the contractually agreed monthly fee is to be paid for each calendar day. The same shall apply accordingly at the end of the contract. The LESSEE shall receive a credit for the calendar days not used up. All the LESSOR's subsequent claims, such as on-debiting, interim/final settlements as well as once-off payments for ancillary services shall become due for payment upon presentation of the invoice and are to be paid immediately.
3. The LESSEE shall grant the LESSOR the authority to collect the respective accounts due on a revocable basis from the bank named in the printed form entitled "Direct Debit Authorisation".
4. The LESSEE shall find himself in arrears with regard to the (total) leasing instalment if this is not received in full by the LESSOR when the first of the month ends. The LESSEE shall find himself in arrears with the payment of the LESSOR's other accounts without having to be sent a written payment reminder, if this is not received by the LESSOR on the end of the last day of the payment period stated on the respective invoice LESSOR. In the event of default the LESSOR shall be entitled to invoice default interest for the period of default. Default interest shall be invoiced at 8 percentage points above base rate per annum in accordance with Section 247 Paragraph 1 of the German Civil Code [BGB].
5. If the base rate and interest rates of interest changes in the capital markets change between the date on which the vehicle is ordered and the beginning of the leasing period, the LESSOR shall be entitled to adjust the finance leasing instalment. Besides which the LESSOR is entitled – and at the request of the LESSEE obliged – to adjust as appropriate the finance leasing instalment shown in the confirmation of acceptance if there is a change in the non-binding price recommended by the vehicle manufacturer, if there are more than 4 months between the order and delivery of the vehicle and, given this, there is a change in the LESSEE's purchase costs. The LESSOR is, moreover, entitled to adjust the finance leasing instalment as appropriate, if the scope of delivery is modified subsequently at the LESSEE's request.
6. For contracts with a kilometre-based settlement the finance leasing instalment shall be based upon the total mileage (kilometres) quoted by the LESSEE and agreed when the contract is signed. If the stipulated total mileage (kilometres) will probably be exceeded or undercut by more than 10 %, the LESSEE shall have to notify the LESSOR of this without undue delay. The LESSOR is entitled and the LESSEE may demand that the contract is reclassified.
7. If during the duration of the contract there is a change in the rate of value added tax or if new item-based taxes or duties are introduced, which are to be borne by the LESSOR and which are directly related to the usage of the leased thing, the LESSEE and LESSOR demand that the corresponding demands and amounts arising under this contract are adjusted from the point in time of the change.

VI. Ownership and holder status/the duties of the LESSEE as vehicle holder

- The LESSOR is the owner of the vehicle. He is entitled, by agreement with the LESSEE, to inspect the vehicle to check its condition. The LESSEE must not sell, pledge, give away or loan the vehicle or assign it by bill of sale as a security. He may only allow his employees and their partners and family members to drive it. In doing so he shall have to convince himself that the persons who are to be allowed to drive the vehicle are in possession of a valid driving licence. Use of the vehicle other than as described shall be subject to the prior written consent of the LESSOR. The use of the vehicle as a taxi, as a driving school car, as test car or for racing shall likewise be subject to the prior written consent of the LESSOR.
- The LESSEE has to keep the vehicle free from third party rights. The LESSOR is to be notified without undue delay by the LESSEE of third party claims on the vehicle, theft, damage and loss. The LESSEE shall bear the cost of measures to avert third party seizure not caused by the LESSOR. In exigent circumstances the LESSEE must take all measures capable of maintaining and protecting the LESSOR's rights immediately.
- The LESSEE is the keeper of the vehicle. It is registered in his name. Even if the vehicle is registered in the name of a third party the LESSEE shall be regarded as the sole keeper of the vehicle and he has to fulfil all the associated obligations. Part II of the vehicle registration certificate is to be kept in safe-keeping by the LESSOR. If the LESSEE needs to have Part II of the vehicle registration certificate to acquire official licences, it will be submitted to the authority at his request and expense by the LESSOR. If Part II of the vehicle registration certificate is handed over to the LESSEE by a third party, the LESSEE shall be obliged to return it to the LESSOR without undue delay.
- The LESSEE has to fulfill all the statutory obligations arising from the operation and maintenance of the vehicle, in particular presenting it for inspections and test on time and exempting the LESSOR in so far as a claim is made on him.
- The LESSEE has to ensure that the vehicle is treated in accordance with the regulations in the instructions for use and in compliance with the manufacturer's user manual and maintenance instructions. The vehicle is to be treated with care and consideration in keeping with the contractual use and is to be maintained in a roadworthy and safe condition at all times. Likewise, the Lessee is to have all necessary maintenance and repair work carried out without undue delay by a workshop approved by the manufacturer or by a customer service operation authorised by the LESSOR.
- Damage to the speedometer and the associated electronics are to be reported to the LESSOR immediately in writing and the LESSOR is to have the damage rectified as soon as it occurs.
- Retrospective modifications, additional installations, chip-tuning plus paint and lettering on the vehicle are subject to the LESSOR's prior written consent. The LESSOR's consent shall not replace any new type approval which may possibly be necessary under the highway code and Road Traffic Licensing Regulations. The modifications and additional installations extant at the point in time at which the vehicle is returned shall at the LESSOR's choice be removed at the LESSEE's expense and the vehicle restored to its original condition or it shall become the LESSOR's property without the LESSEE being paid compensation.
- The LESSOR shall generally allow the vehicle to be used for temporary trips from the vehicle's registered address in Germany to other countries in Europe, provided that these states are listed in the International Insurance Card for Motor Vehicles of the respective company providing third party insurance and the insured strictly observes all the associated impositions and restrictions laid down by his insurer for trips to other European countries from Germany. The LESSEE shall be liable to the LESSOR in full for damage covered by third party and comprehensive insurance policies and associated costs for which the insurance company does not provide any cover or make any payments, regardless of the legal reason. This shall apply in particular for the costs of confiscation of the vehicle, clearance following an accident, return transportation and the costs of calling in a lawyer or claims settlement bodies in a country outside Germany.
- The LESSEE shall bear all expenses associated with running and maintaining the vehicle, in particular taxes, insurance premiums, the costs of maintenance, repairs and fuel, unless an agreement has been made otherwise in writing with the LESSOR. If the LESSOR makes payments for availing himself of vehicle-related services in the interest of, and for, the LESSEE, which are not to be rendered by the LESSOR on the basis of contractual agreements, the costs actually incurred and paid out up front by the LESSOR for the LESSEE plus reasonable handling fees (given this Section 315 of the German Civil Code [BGB] shall apply) shall be passed on to the LESSEE.
- The LESSEE has to notify the LESSOR of any change in his home address or business address as well as of changes in the legal form and contingencies of his firm without undue delay. If it becomes necessary to reregister vehicles, the costs incurred shall be for the LESSEE's account.

VII. Bearing of risk and liability

The LESSEE shall be liable to the LESSOR for theft, loss, damage, loss in value and reduced value of the vehicle and its accessories even if the LESSEE is not to blame, but not however, if the LESSOR is to blame.

VIII. Quality defects

- The LESSEE is not entitled to claims and rights against the LESSOR on account of quality defects. Given this, sections 536 – 536d of the German Civil Code [BGB] shall not apply. In its place the LESSOR shall hereby assign his claims and rights under the purchase contract on account of quality defects including warranty claims against the manufacturer/importer/supplier to the LESSEE. The assignment shall include in particular in accordance with the purchase contract and the statutory regulations the rights: to demand a cure, to withdraw from the purchase contract, to reduce the purchase price or to claim compensation for damages for expenditure spent in vain. The content and scope of the LESSOR's claims and rights under the purchase contract can be seen in the statutory regulations, provided that there is nothing otherwise in the numbers below. The LESSEE accepts the assignment. He is entitled and obliged to assert the assigned claims and rights in his own name to subject to the provision that in the event of withdrawing from the purchase contract or reducing the purchase price any payments which may be made by the supplier/party under warranty obligations/third parties are to be made direct to the LESSOR. This leasing agreement shall also end when the LESSEE withdraws from the purchase contract with justification. A waiver of these claims shall in this case be subject to the prior consent of the LESSOR.

- In order to make it possible for the LESSOR to be involved, the LESSEE shall undertake to inform the LESSOR comprehensively and without undue delay of claims and rights which have been asserted on account of quality defects. The LESSOR shall support the LESSEE in the enforcement of his claims, provided that the LESSEE so wishes and that it is possible for the LESSOR to do so.
- The assignment in accordance with Number 1 does not include the LESSEE's claims against the LESSOR on account of death, personal injury or physical harm resulting from a negligent breach of duty by the LESSOR or an intentional or negligent breach of duty by the LESSOR's representative or assistants, neither does it cover claims on account of other damages asserted by the LESSEE which he suffers as a result of a grossly negligent breach of duty committed by the LESSOR or a grossly negligent breach of duty by his representative or assistants.
- The existence of this leasing agreement shall not be affected by a right to a cure being exercised.
- If the LESSEE states that he is withdrawing from the purchase contract as a result of the vehicle having a quality defect and if the supplier is prepared to return the contract to status ex tunc, or if a court has adjudicated that he must do so, the reversal of this leasing agreement is to be handled in accordance with the regulations.
- If, as a result of a vehicle having a quality defect, the LESSEE states that he is reducing the purchase price and if the Supplier is prepared to accept this, or if a court has adjudicated that he must do so, the leasing instalment shall be reduced as appropriate. The recalculation shall be based upon the LESSOR's original calculation parameters.

IX. Motor vehicle insurance by the LESSEE

- For the duration of the leasing agreement the LESSEE shall have to take out at least statutory third party insurance cover for the vehicle providing lump sum cover of at least 50 million Euro for property damage, financial loss and personal injury – with a minimum limit for personal injury of 8 million Euro per injured person and maintain it throughout the term of the lease. The liability risk over and above this shall be borne by the LESSEE alone.
- If a separate written agreement has not been made with the LESSEE for the individual vehicle, in addition to third party insurance for the vehicle, the LESSEE shall have to take out and maintain a fully comprehensive insurance policy with an excess of no more than 1,000.00 Euro together with a third party, fire and theft policy and an excess not exceeding 150.00 Euro for the duration of the lease agreement. The fully comprehensive insurance policy to be taken out must cover at least the damage, destruction and loss of the vehicle as a result of accident, wanton or malicious acts carried out by persons not working for the LESSEE. The third party, fire and theft insurance cover to be taken out must, as a minimum requirement cover the damage, destruction and loss of the vehicle as a result of fire or explosion, misappropriation, theft, unauthorised use by persons not working for the LESSEE, robbery, fraud, storm, hail, lightning strike, flooding, collision with ground game, glass breakage, damage to the cabling as a result of a short circuit. The fully comprehensive cover must include the third party fire and theft cover.
- The LESSEE shall undertake to the LESSOR, at first call by the LESSOR, to present the terms and conditions of insurance for the insurance policy taken out to the LESSOR without undue delay in full. The LESSEE shall, moreover, undertake to notify the LESSOR of all changes in the existing insurance agreement, in particular of changes in the scope of insurance cover or the terms and conditions of insurance, without undue delay and without being called upon to do so, and to present the relevant documents with changes to the LESSOR at the latter's request.
- The LESSEE shall authorise the LESSOR at the costs of the LESSEE, to make an application for a security note at the LESSEE's expense for the fully comprehensive and third party, fire and theft insurance policies and likewise to obtain information about the above-named insurance agreements and terms and conditions.

X. Claims handling by the LESSEE

- The LESSEE shall have to inform the LESSOR without undue delay if an insurance claim is made with the repair costs probably in excess of 500.00 Euro net.
- The LESSEE shall have to have the necessary accident repairs carried out without undue delay in his own name and for his own account, unless it is assumed that the vehicle is a total write-off given the seriousness or scope of the damage or the probable repair costs will exceed 60 % of the replacement value of the vehicle. The LESSEE shall have to contract a specialist business approved by the manufacturer or LESSOR to carry out the repairs. Only in emergencies, i.e. if the LESSEE is only able to contact a specialist business approved by the manufacturer or LESSOR with unreasonable difficulty may repairs be carried out by another vehicle repair shop offering a warranty that work will be carried out carefully by time-served staff. After a repair has been carried out the LESSEE shall have to provide the LESSOR with the invoice for the repair and a copy of the damage and repair assessment drawn up by the vehicle repair shop.
- Subject to revocation by the LESSOR, the LESSEE shall be authorised and obliged to assert all vehicle-related claims created by the insurance claim in his own name and for his own account. Sums received in settlement of the vehicle damage from the insurance company shall have to be spent by the LESSEE on settling the repair bill. If the LESSEE is not obliged to repair the vehicle in accordance with Number 2, he shall have to pay over the compensation benefits received to the LESSOR. They will be used to cover the LESSEE's debt balance under an early settlement in accordance with Point XII. If the accident is caused by the driver of the leased vehicle, at the LESSOR's request the LESSEE is to have a professional assessment drawn up at the latter's expense showing how much the repair costs will probably cost and how much the value of the vehicle will be reduced as a result. If the LESSEE fails to comply with this request to have a professional assessment drawn up, the LESSOR shall be entitled to have one drawn up himself at the LESSEE's expense.
- The LESSOR shall in all cases be entitled to all the compensation paid for reductions in value and they are to be paid or forwarded to the LESSOR without undue delay. In contracts with a residual value settlement the LESSOR shall add value reduction amounts received to the proceeds from the sale of the vehicle at the end of the contract. With contracts without a residual value settlement the LESSOR may in such cases demand any reduction there still is in the value of the vehicle caused by damage from the LESSEE at the end of the vehicle, provided that the LESSOR has not already received compensation for the reduction in value in the course of the claim being handled. It shall be the reduction in value stated in the assessment which shall count. If there isn't such an assessment, the LESSOR shall, as owner, consequently be entitled to demand 10 % of the repair costs or the cost estimate from the LESSEE as a

reduction in value. This right to compensation shall be payable immediately after the damage has been caused. The LESSEE or LESSOR shall reserve the right to prove that the reduction in value per claim should be lower or higher respectively. The LESSEE's obligation to pay compensation for the reduction in value shall not apply for glass breakage and if the repair costs are less than 1,000.00 Euro net.

5. If the cost of repairs incurred to make good damage are in excess of 60 % of the replacement value of the vehicle, the leasing agreement may be terminated immediately for an important reason within 3 weeks of becoming aware of these preconditions (XI.2.2.c.). If the Parties to the agreement do not avail themselves of this right, the LESSEE shall have to have the vehicle repaired in accordance with Number 2 without undue delay. If, in the event that the vehicle is stolen, the vehicle is found again before the insurer's benefit commitment comes into force, the leasing agreement shall, at the request of one of the Parties to the agreement, continue at the terms and conditions in force hitherto. In this case the LESSEE shall have to pay the interim leasing instalments later in a single amount within one week from the request being made to continue the policy. Write-offs, loss of or damage to the vehicle shall only exempt the LESSEE from the obligation of having to pay more leasing instalments in those cases in which the leasing agreement has effectively ended and will not be continued. The settlement shall be made in accordance with Point XII.

XI. Premature termination of the agreement

1. The leasing agreement shall be entered into for a fixed period of time over the agreed term of the lease. At the LESSEE's request it may be terminated prematurely no earlier than 6 months after the beginning of the agreement by means of a written cancellation agreement.
2. Each Party to the agreement may terminate the leasing agreement immediately for an important reason.
- 2.1 The LESSOR may terminate it immediately in particular, if the LESSEE:
 - a) Is in default with at least two successive monthly leasing instalments,
 - b) In a period of time covering more than two payment dates is in default with the payment of sums equal to two leasing instalments,
 - c) Stops making his payments, as debtor learns of enforcement measures to be carried out against him, as debtor offers to enter into an out-of-court settlement or allows drafts and/or cheques to be protested due to lack of cover,
 - d) Makes incorrect statements when entering into a contract or has concealed facts and consequently the LESSOR cannot be expected to continue the contract,
 - e) In spite of receiving a written warning the LESSOR fails to desist from serious breaches of contract or does not rectify breaches of agreement already committed without undue delay,
 - f) The financial status of the LESSEE deteriorates to such a significant extent that there is a real risk that the agreement cannot be fulfilled.
- 2.2. Not only the LESSOR, but also the LESSEE are entitled to serve immediate notice of termination if:
 - a) The vehicle is lost, in particular if it is stolen or misappropriated,
 - b) The vehicle suffers a technical or economic total write-off
 - c) Following an accident the repair costs incurred by the damage amount to more than 60 % of the replacement value of the vehicle.
- 2.3. If the LESSEE dies, not only his heirs, but the LESSOR too, shall be entitled to serve immediate notice of termination.
3. Settlement shall be effected in accordance with Point XII.

XII. Settlement in the event of premature termination of the contract

1. If the leasing agreement ends as a result of the contract ending prematurely in accordance with Point XI. Number 2, the LESSOR shall draw up a final settlement in accordance with the following provisions:
2. Settlement with contracts having a residual value settlement:
 - 2.1. The termination damages to which the LESSOR is entitled is worked out from the total of all the net finance instalments still outstanding at the point in time of the premature termination of the contract (receipt of the notice of termination or point in time at which the vehicle is returned) for the remaining agreed term of the lease plus the calculated net residual value in accordance with the leasing agreement, minus interest credit on account of the payment date of the net finance leasing instalments and the net residual value being brought forward minus the proceeds earned for the vehicle.
 - 2.2. The vehicle proceeds are the proceeds actually earned from the sale of the vehicle to the used car trade. If the LESSOR turns the vehicle into cash other than by selling it, the dealer purchase price estimated by a motor vehicle specialist shall be regarded as the vehicle proceeds.
 - 2.3. The LESSOR shall allow the LESSEE an opportunity to nominate within a reasonable period of time up to two solvent third parties which have to be businesses within the meaning of Section 14 of the German Civil Code [BGB] as potential buyers. They must be prepared to purchase the vehicle at a price which is at least equal to the dealer purchase price stated in an expert's assessment. If a potential buyer is not named to the LESSOR within the set period of time, or if a purchase contract does not materialise with the potential buyer's named for the vehicle, the LESSOR shall be entitled to sell the vehicle in accordance with Number 2.2.
3. **Settlement for contracts with a mileage (kilometre) based settlement.**
The termination damages to which the LESSOR is entitled is worked out from the total of all net leasing instalments still outstanding at the point in time at which the contract is terminated prematurely (receipt of the notice of termination or point in time at which the vehicle is returned) for the remaining agreed term of the lease, minus interest credit on account of the payment date being brought forward minus time-based expenditure saved and offsetting the difference between the real net vehicle value in accordance with the expert's assessment and the point in time of the premature return of the vehicle and the hypothetical value of the vehicle upon return at the end of the contract as intended, minus the interest saved as a result of being able to sell the vehicle prematurely.
4. **Costs of taking legal action**
If the settlement is drawn up by the LESSOR as a result of the leasing agreement being terminated with immediate effect by the LESSOR, the LESSEE shall consequently have

to reimburse the LESSOR for the additional expenditure in accordance with Sections 280, 249 et seq. of the German Civil Code [BGB] as well. These costs include in particular the costs of sending out a payment reminder, taking legal action, calling in an expert to draw up a market/actual value assessment as well as the costs of sale.

XIII. Return of the vehicle and final settlement

1. On the last day of the term of the leasing agreement the vehicle is to be returned to the LESSOR together with all keys and all documents handed over (e.g. Part 1 of the registration certificate, customer service book, radio code card, fuel card and if there is one, HU/AU-certificates plus identification) in a clean condition by the LESSEE at his cost and expense during normal office hours at the LESSOR's principal place of business, unless the LESSOR has previously requested in writing that the vehicle be returned to the dealer supplying the vehicle or to a service company to be nominated beforehand by the LESSOR. If the LESSEE notifies his request in writing on time the vehicle may be returned at the LESSEE's premises at the costs of the LESSEE. If the LESSEE does not return the keys or documents, he shall have to reimburse the LESSOR for the replacement costs as well as other damages arising therefrom. If the last day of the term of the leasing agreement is a Sunday or public holiday, the vehicle is to be returned on the following working day.
2. If the vehicle is not returned on time, although the LESSEE was able to return it, the LESSEE will be invoiced in accordance with Section 546a of the German Civil Code [BGB] for every subsequent day at 1/30 of the monthly total leasing instalment agreed for the term of the lease until the day on which the vehicle is actually returned and for the costs incurred as a result of the delay in returning the vehicle. Moreover, the duties of the LESSEE under this contract shall continue to apply in full analogously during this time.
3. When returning the vehicle the vehicle must be in a condition compatible with its age and the contractual mileage (kilometres), damage-free as well as being roadworthy and safe to drive. Normal signs of wear and tear shall not be regarded as damage. With regard to the tyres and rims the vehicle must, as a matter of principle, be returned with the same number of tyres and rims in the same size/format/speed rating/rim type as the vehicle was fitted with when it was handed out to the LESSEE and in accordance with the contractual agreement. When the vehicle is returned a joint record is to be prepared by the LESSOR and the LESSEE stating the actual condition of the vehicle and it must be signed by both Parties to the contract or their authorised representatives.
4. The following regulations shall apply when returning the vehicle. If, in contracts with a mileage (kilometre) based settlement is not in a condition compatible with Number XIII 3, and if the value of the vehicle has been reduced as a result of this, the LESSEE shall be obliged to compensate for this reduction in value. A reduction in value caused by damage shall not be taken into account hereby, provided that the LESSOR has already received compensation for this. If the Parties to the contract are unable to agree on the reduction in value to be compensated by the LESSEE or – in contracts with a residual value settlement – on the value of the vehicle (dealer purchase price), the reduction in value or value of the vehicle shall be worked out by a publically appointed and sworn specialist or an independent specialist company. The costs for this shall be borne by the LESSEE. The specialist assessment shall not in itself preclude either party from seeking redress through the courts.
5. The settlement of the excess or shortfall in mileage (kilometres) shall be determined in accordance with the contractually agreed rates. An excess or shortfall in mileage (kilometres) of up to 2,500 kilometres shall not taken into account under any circumstances. Shortfalls in kilometres shall only be reimbursed up to 10,000 kilometres.
6. The LESSOR shall work out the difference between the contractually agreed residual value and the actual residual value of the vehicle for the final settlement in contracts with a residual value settlement. The actual residual value is the proceeds from a sale in accordance with Point XII. Number 2.2. If the actual residual value is lower than the contractually agreed residual value, the LESSEE shall have to settle the difference. If the actual residual value is higher than the calculated residual value, the LESSEE shall receive 75 % of the difference. If there is a follow-up contract, the LESSEE shall be remunerated the remaining 25 % of the additional proceeds as a bonus.
7. The LESSEE may not acquire the vehicle from the LESSOR after the contract has expired.
8. With contracts having a right of first refusal, the LESSEE shall, at the request of the LESSOR, be obliged to buy the leased item when the contract ends at the contractually agreed residual value from the LESSOR, without however any warranty for quality defects, if the buyer is a business. In this case the above limitation of liability shall not apply for damages arising from death, personal injury or physical harm. The LESSEE shall not be entitled to any right to buy the leased item. The LESSOR shall inform the LESSOR in writing of his wish to buy before the leasing agreement expires (Right of first refusal declaration). The purchase contract will have materialised when the Right of first refusal declaration has been received.

XIV. Place of jurisdiction

The place of jurisdiction and place of fulfilment for all rights and duties arising under this contract shall – provided that this is legal – be Hamburg. The law of the Federal Republic of Germany shall apply to the materialisation of the leasing agreement as well as the execution of the contract as well as all legal disputes arising from, and in connection with, these GTC. The UN law on sales [CISG] shall not apply. No reference may be made to other legal systems.

XV. Data protection

1. The LESSOR is entitled to save data – also including personal data – concerning this contract internally and to use it in line with the intended use and handling this contract. In doing so the LESSOR warrants that he will comply with the preconditions, legal bases and terms and conditions in accordance with the currently valid data protection legislation, EU-GDPR.
2. The LESSEE shall assure the LESSOR that the personal data of the drivers may be forwarded to the LESSOR with their consent and, given this, he shall indemnify the LESSOR from compensation claims for damages asserted by the drivers. The personal data of the drivers will only be processed and saved in keeping with the purpose of this contract. The LESSOR shall not accept any obligation to check the data or liability for the entitlement of the LESSEE to have the protected data forwarded for the purposes of processing and saving it in accordance with the contract.

3. To protect the personal data against misuse or loss, the LESSOR will take the appropriate technical and organizational measures in accordance with Art.32 EU-GDPR.
4. The LESSOR is entitled to pass on all data to service providers for processing. The LESSOR and service provider shall undertake that information and data stored in the course of their work will be handled confidentially and in particular outsiders will not be allowed access to it. The service providers shall, when processing data, be obliged to comply with the principles of proper data processing and the provisions of the EU-GDPR and monitor compliance with them.
5. The LESSOR confirms, ensures and monitors that the employees of the LESSOR and the service providers involved with processing the LESSEE's data are placed under an obligation in accordance with Art. 5, Art. 24, Art. 29 and Art. 32 EU-GDPR and have been familiarised with the protection provisions of the GDPR as well as other laws relevant to data protection.
6. The LESSOR shall not pass on any data to third parties for advertising purposes or for commercial reasons. For these purposes third parties does not include associated businesses which are affiliated with the LESSOR within the meaning of or by application of an analogy with Section 15 of the German Stock Companies Act [AktG].
7. The LESSEE may only transfer personal data to countries outside the European Economic Area (EEA) with the prior written consent of the person in charge, and only if the transmission is permitted under data protection laws, i.e. if the transmission meets the special requirements of Art 44 EU GDPR (e.g. adequacy decision of the Commission, standard data protection clauses, approved codes of conduct).

XVI. Special agreements

1. The LESSOR is entitled to charge an appropriate amount for special services rendered by him (e.g. sending out the vehicle registration certificate, reregistering the contract) and handling fees. Upon request, the LESSEE shall be notified of the terms and conditions as may from time to time be published.
2. In the event that there is a change in the keeper entry in the registration certificate, the LESSOR shall be entitled on the basis of any loss in value of the vehicle which may possibly occur as a result of this to demand that LESSEE share this loss in value, that is 1.5 % of the price recommended by the vehicle manufacturer. The LESSEE shall be allowed an opportunity to prove that the loss in value is less than that produced by the above formula.

XVII. Final provisions

1. Should any of the above provisions be or become invalid or void, the validity of the remaining provisions shall not be affected as a result. In valid or void provisions shall be replaced with those provisions which are the equivalent of or which come closest to what the Parties to the contract intended.
2. The LESSOR may demand that the vehicle is marked as his property.
3. The LESSEE's claims under this contract may only be assigned with the LESSOR's prior written consent.
4. The LESSEE shall only be able to offset against the LESSOR's claims if his counter-claim is uncontested or if it has been adjudicated.

Additional Terms and Conditions for Leasing Agreements with Customer Service and Special Agreements

If the LESSEE selects additional service components, the LESSOR shall render them at the respective terms and conditions listed below, which shall apply in addition to the General Terms and Conditions Part A.

The individual monthly instalments shown in the contract are to be paid for the selected service components. In so far as value added tax has to be paid on the service components, the rate of value added tax in force at that time shall have to be paid together with the service components for the first time after the vehicle is handed over and then in advance by the 1st of each month.

The respective service components shall apply for the entire duration of the leasing agreement as agreed. It will not be possible to terminate just the service components prematurely.

Part B

Agreements for leasing agreements including the "technical service" component in "open calculation" or in "closed calculation"

I. Scope of services

1. When agreeing to render the "technical service" component the LESSOR will be responsible for the costs and fees for:
 - a) The prescribed servicing work as stipulated by the manufacturer including the required materials plus the costs for conducting repairs due to wear and tear in the course of mileage-dependent normal use and age of the vehicle.
Costs over and above this for fuel or electricity and for any top-up engine oil required between oil changes, general top-up liquids, working materials used other than at the prescribed service intervals as well as costs incurred for washing, cleaning and polishing the vehicle, software updates, the purchase and replacement for navigation data shall be borne by the LESSEE.
 - b) The repair of damage attributable to wear and tear; this shall not include the costs of maintenance and repair of bodywork, special accessories and special equipment which is not an integral part of the contract or on account of improper handling of the vehicle or over and above normal wear and tear.
 - c) The main inspection in accordance with Section 29 of the German Road Traffic Licensing Regulations [StVZO], as well as the special brakes inspection in accordance with Section 29 Appendix 8 StVZO. The LESSOR shall take over the costs in accordance with the specifications and price list of the testing organisations. Costs associated with the general inspection such as the MOT preliminary review, driving to the general inspection and workshop fee and use of equipment fee not

included in the specifications list in the testing organisations shall be borne by the LESSEE.

d) Towing the vehicle within the states of the European Union and Switzerland to the nearest workshop authorised for the make of – not exceeding 50 kilometres however – provided that the vehicle is unable to reach this workshop to have damage caused by wear and tear (b, above). Towing costs incurred outside the European Union and Switzerland will not be reimbursed under any circumstances.

2. The LESSEE shall receive the ALD service card entitling him to place orders in the name and for the account of the LESSOR within the Federal Republic of Germany for service and repair work in accordance with Number 1. The orders for work under Number 1 a) and 1 b) must always be placed with a workshop specialising in vehicles made by the manufacturer of the leased vehicle and approved by the manufacturer or LESSOR (Cf. GTC Part A VI 5).
3. If the workshop estimates that the cost incurred for repairing damage within the meaning of Number 1 b) will exceed 400.00 Euro (net), the LESSOR's consent is to be obtained before placing an order to carry out repair work.
4. If the LESSEE incurs costs within the Federal Republic of Germany which are to be borne by the LESSOR in accordance with Part B. I. 1. a) – d), the LESSEE shall consequently be reimbursed for the costs upon presentation of properly made out paperwork (invoices, bills made out to the LESSOR as beneficiary). If the LESSEE incurs such expenses outside the Federal Republic of Germany, they shall only be reimbursed up to that amount which would have been invoiced by an authorised workshop in Germany for the services used outside Germany.
5. If, when collecting the vehicle, the LESSEE receives an invoice from the authorised workshop, he shall be obliged to check it to confirm that it is correct, in particular that is for what was ordered and he is to notify the LESSOR within one week or receiving the invoice of what are in his opinion incorrectly invoiced items.
6. The LESSEE shall be liable to the LESSOR for disadvantages and the consequences arising from the loss or misuse of the customer service documents. All loss is to be notified to the LESSOR without undue delay.

II. Remuneration

1. If the LESSEE has agreed the "closed calculation" service components, the LESSOR shall take over the risk of the repair costs increasing and the price going up. For this the LESSEE shall pay the technical service lump sums shown in the leasing application each month, the amount of which shall be determined by the useful service life and the total mileage (kilometres) driven.
2. If the LESSEE has agreed the "open calculation" service component, there will be a settlement at the end of the contract on the basis of the actual costs actually incurred. For this the LESSEE will pay the technical service lump sums shown in the leasing application each month and the service fee also shown in the leasing application for handling.

III. Reimbursement of leasing instalments while repairs are being carried out with "closed calculation"

1. If the LESSEE is unable to use the vehicle due to servicing and repair work being conducted within the Federal Republic of Germany in accordance with Part B. I. 1. a) and b) for more than three successive working days, he shall be entitled to have 1/30 of the monthly leasing instalment reimbursed for each day from the fourth working day onwards on which the LESSEE is unable to use the vehicle. This claim shall lapse if it is impossible for the workshop to carry out or complete the work for reasons beyond its control and for which it can therefore not be held responsible, in particular if spare parts cannot be supplied on time as a result of force majeure, warlike disputes, strikes or lock-outs.
2. The leasing instalments shall not be refunded while servicing and repair work is being carried out if it is being conducted outside the Federal Republic of Germany.

IV. Settlement

1. If the LESSEE has agreed the "closed calculation" service components,
 - a) the settlement for the technical service lump sums shall be exactly as in Part A of the General Terms and Conditions of Business.
 - b) if the excess or under mileage (kilometres) at the intended end of a contract when a vehicle is returned as planned are settled so that the LESSOR invoices the LESSEE for the kilometres driven at the technical service cost rate stipulated in the leasing application plus VAT, whereas the LESSOR repays the LESSEE for the shortfall in kilometres driven likewise at the technical service cost rate stipulated in the leasing application plus VAT, whereby the repayment shall only apply for the shortfall in mileage up to a maximum of 10,000 kilometres. The regulation in Number XIII 5. in Part A of the General Terms and Conditions of Business [permitted limit of 2,500 kilometres] shall not apply for the technical service settlement.
 - c) if the excess or shortfall in mileage (kilometres) when a contract is terminated and the vehicle is returned prematurely settled in such a way so that the LESSOR first of all works out the imputed monthly mileage (kilometres), by dividing the distance stipulated in the leasing agreement by the number of months of use intended by the contract. The "imputed monthly mileage" worked out in this way is multiplied by the LESSOR by the number of actual months of use and by doing so he obtains the kilometre grading which counts for the premature ("arithmetical kilometre grading"). The settlement principles in accordance with Number B IV 1 a) shall apply accordingly the excess of or shortfall in kilometres arising from the discrepancy between the arithmetical kilometre grading and the number of kilometres actually driven.
2. If the LESSEE has agreed the "open calculation" service component, the technical service lump sums shall be settled on an actual cost basis within eight weeks from the end of the contract. It includes a comparison of the servicing and repair costs incurred by the LESSOR with the technical service lump sums paid by the LESSEE. The balance shall be settled between the LESSOR and the LESSEE. After the LESSOR has settled up services still to be rendered to or received from third parties a separate settlement shall be made with the LESSEE.

Part C

Agreements for leasing agreements including the “tyre service” component in “open calculation” or in “closed calculation”

I. Scope of performance

- When entering into the “tyre service” component the LESSOR takes over the costs for the summer and winter tyres described precisely by model, tyre size and quantity ordered in the leasing application in accordance with the following terms and conditions:
 - Replacement of the summer tyres including fitting, as soon as they have worn down to the minimum wear allowed by law;
 - Winter tyres on steel rims including initial fitting and seasonal change and or all wheels including balancing. If it is intended that winter tyres are only to be fitted on aluminium rims (in accordance with the manufacturer’s recommendations), they shall only be costed without aluminium rims as a matter of principle. At the LESSEE’s request aluminium rims make be taken into account in the costing after the LESSEE has quoted a price;
 - As a matter of principle the LESSEE shall have an opportunity to purchase alloy rims for winter tyres through the LESSOR, provided that these rims are sourced through a tyre contractor of the LESSOR. In so far as the relevant costs have not been costed in the leasing instalment, a separate written agreement between the LESSOR and the LESSEE will, given this, be necessary.
 - Additional costs for tyre pressure sensors fitted in the factory which are to be fitted as direct tyre pressure monitoring systems as standard in the vehicle depending on the manufacturer (e.g. sensors, calibration) are included in the tyre instalment. If the selection of special equipment in a vehicle results in indirect tyre pressure monitoring systems being replaced with a direct system in the factory, the additional costs for this shall consequently be passed on. The costs for putting summer and winter tyres into storage for the seasons in which they are not used with an authorised tyre contractor to the LESSOR, provided that this service has been entered into separately.
- The LESSEE shall be provided with the ALD service card to place orders under the “tyre service” component. The tyres must be changed by one of the contractual suppliers to the LESSOR; costs incurred outside the LESSOR’s tyre associate network shall be for the LESSEE’s account. Information about the contact details of our contractual suppliers is attached to the service documents.
- The LESSEE shall be liable to the LESSOR for disadvantages and consequences of loss or misuse of the ALD service card. All loss is to be notified to the LESSOR without undue delay.

II. Remuneration

- If the LESSEE agrees to having the “tyre service” component with “closed calculation”, the LESSEE shall pay the “tyre service” lump sums shown in the leasing application each month.
- If the LESSEE agrees to having the “tyre service” component with “open calculation”, a settlement will be made at the end of each month based upon the actual costs incurred. The LESSEE shall pay the tyre service lump sums shown in the leasing application each month for availing himself of the “tyre service” with “open calculation” and he shall likewise pay the service fee shown in the leasing application for handling.

III. Settlement

- If the LESSEE has agreed the “tyre service” component with an “closed calculation”,
 - The “tyre service” lump sums will be settled down to the exact day in accordance with Part A of the General Terms and Conditions of Business.
 - The excess or shortfall in mileage (kilometres) will be settled in the same way as for Number N. IV. 1. including unlimited summer tyres.
- If the LESSEE has agreed the “tyre service” component with “open calculation”, the “tyre service” lumps sums will be settled on the basis of actual cost within 8 weeks of the end of the contract. It includes a comparison of the tyre costs incurred by the LESSOR with the “tyre service” lump sums paid by the LESSEE. A balance of account will be settled between the LESSEE and the LESSOR. After the LESSOR has settled any services rendered to or received by third parties a separate settlement will be made with the LESSEE.

Part D

Agreements for leasing agreements including the “motor vehicle tax service” component in “open calculation”

I. Scope of performance

When entering into “motor vehicle tax service” component the LESSOR shall advance the motor vehicle tax and pay it over on the respective payment due dates to the tax authorities. The LESSEE hereby assigns any claims to reimbursement of tax under the motor vehicle tax to which he may be entitled against the tax authorities to the LESSOR. The LESSOR hereby accepts this assignment. The LESSEE is obliged to pay out refunded sums paid to him to the LESSOR without undue delay. In addition to this, the LESSEE is obliged to forward tax rulings served on him to the LESSOR without undue delay. The LESSOR shall only be liable to the LESSEE for financial losses incurred by the LESSOR or for penalties for late payment to be paid if the LESSOR is guilty of at least grossly negligent conduct.

II. Remuneration

Each month the LESSEE shall pay the motor vehicle lump sums shown in the leasing application for availing himself of the “motor vehicle tax service” component and for handling the service charge likewise shown in the leasing application.

If the motor vehicle taxes at issue change in the period of time between the end and the beginning of the leasing agreement or during the term of the leasing agreement, the LESSOR

shall consequently be entitled to adjust the motor vehicle tax lump sums to reflect the change.

III. Settlement

The “motor vehicle tax service” shall be settled at actual cost. It includes a comparison of the sums paid over to the respective tax authorities by the LESSOR with the “motor vehicle tax service” lump sums paid by the LESSEE. A balance of account will be settled between the LESSEE and the LESSOR.

Part E

Additional provisions for leasing agreements with a “radio licence service” (RBS)

I. Scope of performance when including the “radio licence service” (RBS)

If the inclusion of the payment of the radio licence (RBS) has been agreed for the vehicles leased on a commercial basis through ALD D by the LESSOR, the latter shall pay these radio licence fees for the leased vehicles registered in the name of the LESSEE on the basis of the radio licence state contract (RBSIV) and for the LESSEE for the licence service to the responsible regional broadcasting company.

When the radio licence fees are paid by the LESSOR for motor vehicles, the exemption of a motor vehicle for each of the LESSEE’s registered places of business shall not be taken into account. For each of the LESSEE’s registered motor vehicles the radio licence will be paid over by the LESSOR without deducting or offsetting an exemption in accordance with Section 5 Paragraph 2 Number 2 RBSIV. The attention of the LESSEE has been expressly drawn to this regulation before entering into the RBS. Given this, the LESSEE shall exempt the LESSOR and the responsible regional broadcasting company from possible recourse claims asserted on account of a non-existent liability to pay licence fees.

II. Prices for the “radio licence service” (RBS)

For the RBS the LESSEE shall pay the price shown separately in the leasing agreement.

If there is a change in the radio licence fee, or in the calculation in the period of time between order confirmation and the beginning of the term of the contract (beginning of the contract) as well as during the term of the contract, the LESSOR shall be entitled to adjust the radio licence fee accordingly.

III. Settlement of the radio licence fee

The radio licence fee shall be settled with the LESSEE on the first of the month in which the LESSEE is the keeper of the vehicle and shall end when the month in which the LESSEE stops being the keeper of the vehicle expires but not, however, before the month in which the responsible regional broadcasting company has been notified of this by the LESSOR expires.

Part F

Agreements for leasing agreements including the “fuel service” component

I. Scope of performance

When entering into the “fuel service” component the LESSOR shall be responsible for supplying fuel, oil and other ancillary services if necessary, as well as their statistical evaluation in accordance with the following regulations:

- Without undue delay after the vehicle has been registered, or when the leasing agreement begins, the LESSOR shall provide the LESSEE with vehicle-based ALD fuel cards (quantity as stated in the leasing application) for the petrol station networks (Aral/BP [partners: Aral/BP, Agip, OMV, Statoil] and/or euroShell [partners: Shell, Total, Avia, Esso]) and valid areas (Germany or international). The ALD fuel card shall entitle the holder to purchase goods and/or services (fuel and oil) cash-free in the name and for the account of the LESSOR at the respective petrol stations.
- The ALD fuel cards are to be kept in safekeeping, to prevent them from falling into the hands of unauthorised third parties. In particular, ALD fuel cards must not be left in an unattended vehicle.
- The LESSOR shall total the goods and services within the “fuel service” system each month and invoice the LESSEE accordingly. The LESSOR shall reserve the title to the goods and services supplied until the purchase price has been paid to the LESSOR.
- The LESSEE shall have to ensure that the current mileage reading is recorded correctly at the fuel pump at the petrol station after each occasion on which fuel is purchased. It is essential that the data is entered correctly to enable the LESSOR to process the payment properly subsequently.
- The LESSEE shall have to assert complaints with regard to the quality of the goods and services received and faults of the same within 24 hours to the petrol station concerned in the name and on behalf of the LESSOR, and he must inform the LESSOR at the same time.

II. Prices

- The price per litre of fuel shall be the price displayed at the petrol station used (pump price) or the price specified by the oil company (list price).

Other goods and services shall be settled at the prices displayed at the time of purchase. The displayed prices shall be understood to include value added tax.
- In so far as goods and services are purchased outside the Federal Republic of Germany, the prices to be applied shall be the prices on display converted into Euro plus value added tax.

- Each month the LESSEE shall pay the service fee shown in the leasing application for availing himself of the "fuel service" component.

III. Settlement

- The fuel, oil, and other ancillary services, if applicable, purchased by the LESSEE using the ALD fuel cards shall be charged by the LESSOR to the LESSEE in a collective invoice. The LESSEE hereby authorises the LESSOR to collect the final invoiced amount due in each case by means of direct debit from the LESSEE's account stated in the leasing application.
- Invoices shall be raised on a monthly cycle for the previous month and will also include a statistical evaluation.

IV. Liability

- If the LESSEE loses an ALD fuel card as a result of theft, loss or by other means, the LESSEE shall have to notify the LESSOR of this without undue delay. The LESSEE shall be liable for the misuse of the ALD fuel card up until the point in time at which the loss report has been received by the LESSOR. The LESSOR shall block the lost ALD fuel card without undue delay upon receipt of the loss report. The cardholder shall be provided with a new ALD fuel card. The LESSEE is obliged to send the LESSOR an ALD fuel card reported as being lost but found again without undue delay.
- In the event of theft, or misuse of an ALD fuel card, the LESSEE shall be obliged to report this to the police and furnish the LESSOR with a copy of the police report.
- ALD fuel cards no longer required (e.g. change of vehicle or end of contract) are to be returned by the LESSEE to the LESSOR without undue delay. In the event that the LESSEE is responsible for handing back the ALD fuel card late, the LESSOR shall be entitled to invoice the monthly service charge until the ALD fuel card is returned. If an ALD fuel card no longer required is not returned to the LESSOR on time as a result of a culpable breach of contractual obligations by the LESSEE, the LESSEE shall moreover be liable for the losses incurred by the LESSOR as a result of the ALD fuel card being misused.
- The LESSEE shall have to make good all damages incurred by the LESSOR as a result of the LESSEE or another third party culpably obtaining an advantage in breach of contract, in that the LESSEE or other third party intentionally or through negligence fails to comply with the agreements for leasing agreements including the "fuel service" component.
- The LESSOR cannot be held liable for any of the statistical evaluations for such vehicles being correct for which there is not recorded mileage or if the mileage recorded on the settlement date is incorrect.

Part G

Agreements for leasing agreements including the "insurance service" component

I. Scope of performance, order and cover

When entering into the "insurance service" component the LESSOR shall make an application with the Insurer for the insurance protection and scope of cover described by the LESSEE in the leasing application and take out a commensurate policy for the LESSEE at the rates, terms and conditions of insurance in force at that time. The following regulations shall apply accordingly for the contractual relationship between the LESSOR and LESSEE:

- Motor vehicle insurance: The LESSOR shall make an application with the Insurer for insurance protection for the LESSEE in accordance with the level of cover requested by the LESSEE in his leasing application for liability insurance and the excess selected by the LESSEE for fully comprehensive or third party fire and theft insurance cover from the registration of the vehicle onwards. The insurance cover shall end when the vehicle is deregistered with the registration authority.
- Passenger accident insurance, accident and breakdown cover, legal protection insurance: The LESSOR shall also take out passenger accident cover, accident and breakdown cover insurance policy or legal protection insurance in accordance with the amount of cover stated in the leasing application.
- GAP insurance: if the LESSEE applies for a GAP insurance policy to be taken out (Guaranteed Asset Protection = compensation for the discrepancy between residual book value for the LESSOR and the Insurer's replacement cost for theft of the entire vehicle/a write off), the LESSOR shall take out a GAP insurance policy for the LESSEE at the terms and conditions of insurance for GAP and comprehensive insurance policies.

II. Insurance cover liability insurance

Insurance cover shall be included for liability insurance in accordance with the terms and conditions of German obligatory car insurance law and the regulations on insurance cover in the motor vehicle liability insurance (motor vehicle obligatory insurance regulation). In addition to this, the Insurer's respective rates, terms and conditions of insurance in force at that time shall apply which shall likewise become an integral part of these GTC and this leasing agreement. A liability risk over and above the level of cover requested by the LESSEE and agreed for personal injury, property damage and financial loss shall be borne by the LESSEE alone and exclusively.

III. Insurance cover with third party fire and theft or fully comprehensive insurance policies

If the LESSEE applies for third party fire and theft and fully comprehensive insurance cover, the LESSOR shall consequently cover the own-damage risk requested with the excess applied by the LESSEE in accordance with the rates, terms and conditions of insurance and the premiums of the Insurer in force at that time. The Insurer's rates, terms and conditions of insurance which are, given this, in force shall become an integral part of these GTC and this leasing agreement.

IV. Claims processing by the LESSOR

- When the motor vehicle liability insurance and fully comprehensive insurance are included by the LESSOR, the out-of-court handling damages covered by liability and fully comprehensive insurance policies to the leased vehicle in Germany not dealing with direct damage to the vehicle, and financial loss and personal injury suffered by the LESSEE or by the driver as well as the passengers will not be handled. It shall be the responsibility of the main liability insurer alone to deal with third party compensation claims for damages against the LESSEE or co-insured persons, to mount a defence against compensation claims for damages based on liability regulations with private law contents against the LESSEE, the LESSOR or co-insured persons and not the subject-matter of this agreement. In these cases the LESSOR shall forward the corresponding damage of the LESSEE or the entitled driver of the vehicle to the main Insurer.
- The LESSOR is entitled to retain lawyers at his own expense to assert liability claims out-of-court. As far as necessary the LESSEE shall also authorise the LESSOR as applicable. The assertion of claims in court at the LESSEE's expense shall be subject to the express written instruction by the LESSEE to the LESSOR.
- When handling liability claims for the LESSEE outside Germany, the LESSOR shall be entitled to call in settlement offices or lawyers to act for the LESSEE in order to take legal action quickly as appropriate in the interest of the LESSEE. The costs incurred for retaining lawyers in such circumstances and, moreover, the costs of necessary translations, charges, bank fees expenses etc. shall be for the LESSEE's account and shall be passed on by the LESSOR to the LESSEE, unless the other side takes over some or all of these costs.
- All damage covered by a liability and fully comprehensive insurance policy is to be reported to the LESSOR immediately on the claims form handed over with the vehicle (notice of claim) in full and truthfully. If the LESSEE fails to comply with the LESSOR's request after submitting a written notice of claim, or if the LESSEE does not make statements about a claim regarded by the Insurer as being necessary or only does so incompletely, the LESSOR shall consequently be entitled to pass on costs he has advanced to the LESSEE after a period of three weeks has expired, counting from the date on which the corresponding written reminder was sent by the LESSOR to the LESSEE. Costs and interest incurred in connection with this shall be borne by the LESSEE alone.
- If the damage probably amounts to more than 1,000.00 Euro net, the LESSEE shall be obliged to the LESSOR to obtain the LESSOR's permission to have the repair carried out prior to placing an order to have it carried out. The LESSOR is entitled to instruct the LESSEE or his authorised person to have the vehicle collected, the repair work carried out and the vehicle returned by nominated specialist repair workshops. After the repair has been approved by the LESSOR when the damage is in excess of 1,000.00 Euro net, the LESSOR shall first of all advance the repair costs incurred by the accident for the leased vehicle until a settlement has been made out of court by the Insurer or until the Insurer rejects a payment. The instruction to carry out a repair must be placed by the LESSEE in writing on the form for repair contracts provided by the LESSOR and handed out with the vehicle.
- In so far as a claim cannot be made under a liability insurance policy or a comprehensive insurance policy for repair work to a vehicle or for the cost of having the car towed, the cost of a hire car or the cost of specialists, or else the Insurer has refused to pay for them, the LESSEE shall be obliged to bear these costs alone and to settle them without undue delay upon receipt of invoice. These claims shall be payable immediately or after the Insurer has refused to pay for them.
- If persons are injured, the LESSEE or the driver of the vehicle shall be obliged to arrange for the police to write up a report. This is to be arranged by the LESSEE or the driver of the vehicle even when greater damages have been incurred as evidence. The police shall have to be notified both in Germany and in other countries in the event of losses being incurred due to misappropriation – theft of the vehicle, break-in to the vehicle, robbery, fraud etc. – as well as in the event of damage being caused by fire or an animal, which exceeds the excess agreed with the Insurer. The LESSEE is obliged to forward the relevant copy of the police notification to the LESSOR.
- The LESSEE and the entitled user or driver of the vehicle are not entitled to sign assignment declarations to the detriment of the LESSOR. Given this, the LESSEE shall undertake to the LESSOR to point out this prohibition of assignment to every user of the vehicle. Likewise the LESSEE shall undertake to the LESSOR to point out to the user of the vehicle that an admission of guilt must not be made either to parties involved in an accident or to investigators.
- If injured parties assert their accident-based claims against the LESSEE or the user of the vehicle out of court or in court, the LESSEE shall undertake to the LESSOR, to inform him immediately, enclosing the relevant written documents about the assertion of the claim. In so far as the LESSEE is unable to obtain an instruction from the LESSOR within the period of time allowed for him to do so, the LESSOR shall be obliged to appeal against a court order, arrest or other court orders on time to maintain the period of time required to seek legal redress. If a legal dispute follows, the LESSEE shall have to authorise the LESSOR and any lawyer who may be retained by the LESSOR, to represent the LESSEE and to clarify everything concerned with the facts and circumstances in full and truthfully and to assist in the clarification.
- As part of the claims handling by the LESSOR, the LESSEE and the vehicle user shall assign here and now the compensation claims for damages incurred personally such as the costs of hiring cars, compensation for loss of use, to the LESSOR. The LESSOR accepts this assignment. The LESSEE and the vehicle user authorise the LESSOR to assert the assigned compensation claims for losses incurred by him in its own name against the injuring third party. Number 4 – 6, 8 shall also apply for the advance of these costs.
- The handling of benefits from additional insurance policies taken out – e.g. passenger accident insurance, road assistance, legal protection insurance – in the event of a claim this shall be the LESSEE's responsibility and is not covered by this agreement.

V. GAP insurance policy

If insurance protection insurance is also included, when the contract ends prematurely as a result of the vehicle being written off or stolen in Europe in accordance with the provisions in the GAP insurance policy, the difference benefitting the LESSOR between the replacement value paid out for the leased vehicle by the vehicle or liability Insurer and the imputed residual book value owed by the LESSEE (redemption value in accordance with Part A General Terms and Conditions of Business) will be refunded to the LESSEE. Any excess or other deductions by the Insurer under the insurance agreement which may have been agreed in the contract shall be for the account of the LESSEE alone. The GAP insurance policy is not a substitute for a fully comprehensive insurance policy taken out. The replacement value is the actual value of an equivalent vehicle worked out by a specialist including special

accessories subject to normal local market conditions. The precondition for refunding under the GAP insurance policy – is that, the necessary insurance benefit is received by the LESSOR no later than three months from the date of the damaging event, and is at least the replacement value, if necessary minus the net sales proceeds set for the vehicle by the Insurer. If the named insurance benefit is paid out to the LESSOR at a later point in time, the LESSOR shall credit the LESSEE with the refund made under the GAP insurance policy at this point in time.

VI. Remuneration

For availing himself of the "insurance service" components, each month the LESSEE shall pay the fee shown separately in the leasing application and for handling the service fee also shown in the leasing application. If there is a change in the fees which count, in particular the tariff provisions, the Insurers terms and conditions for motor vehicles, the cover, the existing no-claims bonus classification, the amount of the premiums, and/or taxes for insurance policies and/or statutory charges in the period of time between entering into the leasing agreement and it coming into force, or during the term of the leasing agreement, the LESSOR shall consequently be entitled to adjust the fees of the "insurance service" component in accordance with the changes made by the Insurer at the same time with the Insurer and/or at a point in time stipulated by law. This shall also apply for changes required by the Insurer as a result of a good or poor claims history.

VII. Settlement

Settlement is to be made on the same day in accordance with Part A of the General Terms and Conditions of Business.