

General Terms and Conditions Smart

General rental terms and conditions The Circus GbR, Weinbergsweg 1a, 10119 Berlin +49(0)30 2000 39 39

The Rental Terms and Conditions form an integral part of this Car Rental Agreement. By signing this Agreement, the Lessee confirms that he/she has read and unconditionally accepts the Rental Terms and The Circus GbR, Weinbergsweg 1a, 10119 Berlin will be referred to hereinafter as "Lessor".

1. Acceptance of Motor Vehicle

The Lessee shall accept the vehicle with a full tank of fuel and in a clean condition, safe for operation. Any ancillary equipment, such as: a navigation system, etc., must be indicated in the Rental Agreement and must be in impeccable condition. Complaints on the part of the Lessee must be reported to the Lessor prior to the commencement of the rental relationship.

2. Return of Motor Vehicle

The Lessee shall be required to return the vehicle to the Lessor upon the expiration of the rental period listed in the Rental Agreement at the place of rental (Rosenthaler Straße 1/ Weinbergsweg 1a). The rental relationship and the liability of the Lessee does not terminate until an employee or agent of the Lessor has taken possession of the car, the car keys and the car papers. Upon the return of the vehicle, the vehicle and all ancillary equipment made available by the Lessor must be returned to the Lessor in perfect condition. In the event of the loss of or damage to the ancillary equipment, the Lessee will be charged for the same.

3. Extension of the Rental Period

An extension of the rental relationship is possible only with the consent of the Lessor, prior to termination of the ongoing rental relationship. The Lessor shall be entitled to refuse an extension, without providing reasons therefore.

4. Minimum Age of the Lessee and of the Driver(s)/Driver's License

With respect to all vehicles, the minimum age of the Lessee and of the driver(s) is 18 years. The driver of the rental car must have possessed a valid driver's license for at least 1 year.

5. Authorized Drivers

The vehicle may be driven only by the Lessee himself/herself and by the driver(s) who have been reported to the Lessor. All drivers in addition to the Lessee must have attained the prescribed minimum age and possess a valid driver's license, which must be produced to the Lessor prior to the car rental. The Lessee shall be required to report to the Lessor the names and addresses of all drivers of the vehicle. The signatory to the Rental Agreement, however, shall remain fully liable, even if the signatory is not at the same time a driver as well.

6. Rental Price

The prices indicated in the Price List in effect at the time of the rental shall apply. The rental period shall (unless indicated otherwise in the Rental Agreement) be one rental day consisting of 8 hours. The Lessee shall be liable for all fees, duties, fines and penalties arising in connection with the use of the vehicle which are claimed from the Lessor, unless these arise based on fault on the part of the Lessor. The Lessee shall bear, or refund to the Lessor, all road-use tolls that are incurred based on the roads chosen by the Lessee/driver within and outside Germany.

7. Method of Payment

Upon rental, a deposit in the amount of at least the foreseeable final rental price plus €500 must be paid. If no deposit or only an inadequate deposit can be paid, the Lessor shall be entitled to refrain from making any vehicle available to the Lessee (despite any prior reservation that may have been made). If the deposit is paid by means of a credit card accepted by the Lessor, the Lessee shall authorize the Lessor to retain from the card issuer a credit that corresponds to all

foreseeable obligations of the Lessee under the Rental Agreement. Upon the return of the car and termination of the Rental Agreement, the deposit that has been paid shall be set off against the final rental price. The Lessor shall be further authorized and entitled to subsequently settle the Lessee's obligations under and in connection with the Rental Agreement (e.g., towing costs, fuel costs, repair costs) by using the means of payment made available in order to cover the rental costs. The final bill shall be deemed to have been approved if the Lessee does not object to the same in writing, within 30 days, to The Circus GbR, Weinbersweg 1a, 10119 Berlin.

8. Maintenance/Repairs

The Lessee agrees to attend to the car to the best of his/her knowledge and belief. Costs for oil and lubricants and necessary repairs will be refunded at the end of the rental period, provided that the prior consent of the Lessor was obtained. The Lessee, however, shall be fully responsible for all damages that arise due to neglect, for example, based on failures to check oil fluids, water and tire pressure. In particular, the Lessee shall be liable for all damages that may arise based on refuelling with an improper fuel.

9. Prohibited Uses/Travel Restrictions

I. The Lessee shall be prohibited from using the vehicle:

- a. to participate in motor sport events, car tests or for purposes of driving instructions.
- b. for the transportation of goods or persons for compensation.
- c. in order to pull, tow or otherwise move another vehicle, provided that the rental car does not constitute a vehicle foreseen for these purposes.
- d. in an overloaded condition, i.e., with a number of persons or maximum load in excess of the amount indicated in the vehicle license.
- e. for the carriage of readily inflammable, explosive, poisonous or otherwise dangerous substances.
- f. in order to commit customs offences and other criminal acts, even if such acts are subject to penalties based only on the law of the place where the act is committed.
- g. for purposes of a further rental.

10. Damaging event

The Lessee shall be required to immediately notify the police and have a police report compiled following any event of accident, theft (break-in theft, embezzlement etc.), loss, fire, damage caused by game or other damage. This shall also apply in the event of accidents through one's own fault, without the participation of third parties. No claims from other persons involved shall be acknowledged. The Lessee shall be required to promptly provide to the Lessor, even in the event of minor damages, a comprehensive written report, together with a sketch. The accident report must, in particular, set forth the names and addresses of the persons involved in the accident and any witnesses, as well as the official license numbers of the vehicles involved. In the event of theft, loss or embezzlement of the vehicle the police and the Lessor are to be informed immediately. The car keys, the report on the details of the theft and the police report are to be submitted to the Lessor within 24 hours following the theft. The Lessee authorizes the Lessor to inspect all relevant files at all official agencies.

11. Liability of the Lessee

- a. No employee or agent of the Lessor shall be entitled to verbally grant any exemption from liability. In all cases, such an exemption from liability must be in writing.
- b. In the event of accident and tyre damage, theft (break-in theft/embezzlement etc.), loss or improper use of the vehicle or the breach of contractual obligations in accordance with Sections 5, 8, 9 and 10 of these Terms and Conditions, the Lessee shall be liable for the costs of repair. In the event of total loss Lessee's liability shall not exceed the replacement cost of the vehicle, provided that the damages were incurred due to fault on the part of the Lessee or the driver. In addition, the Lessee shall also be required to pay to the Lessor any consequential damages incurred, including, in particular, a reduction in value, any lost rental income, towing costs, expert fees and a fixed administrative fee.
- c. The Lessee shall be liable for damages attributable to public disturbances, acts of nature, and damages that arise in connection with major events and, in particular, for damage to the roof / upper structures of the vehicle due to non-observance of clearance heights (in the case of garage entries, underpasses and the like). All damages to the underside of the vehicle shall be charged in full to the Lessee.
- d. Insurance cover based on the principles of comprehensive insurance is included in the rental price. The Lessee shall, in case of a damaging event, be liable for up to at most the amount of the contractually agreed-upon deductible, which is five hundred (500) Euro. This exemption from liability shall not apply with respect to the damages listed under Section 11c or for "light damages" listed under Section 12.
- e. The exemption from liability shall not release the Lessee from the obligations in Sections 5, 8, 9 and 10 of these Terms and Conditions. The Lessee shall be fully liable in the event of a breach of his/her contractual obligations, including, in particular, for damages arising in connection with the use of the rental car by an unauthorized driver (Section 5) or for a prohibited purpose (Section 9). The Lessee shall likewise be liable in full if he/she has fled from the scene of the accident or breached his/her duties pursuant to Section 10. The Lessee shall further be liable in full in the event that the damages are due to deliberate intent or wilful negligence, in particular due to overtiredness, unsuitability to drive due to alcohol or drug consumption, as well as in the case of damages that arise due to the freight or due to improper use, including, in particular, improper refuelling.
- f. The Lessee shall not be liable for damages caused by fire, snow slides, earth slides and elementary forces, provided that the Lessee is not at fault with respect to the event of damage.

12. «Light Damage» charges

Both at check-out and check-in the Lessor will, together with the Lessee, record in the rental agreement all visible light damage to a vehicle in compliance with the detailed list of light damages and repair costs displayed at the counter which the Lessee declares to have acknowledged.

- a. "light damages" are defined as damages whose repair costs less than seven hundred fifty (750) Euros and
- b. are listed in the damages list at the counter. At the commencement of rental, damages need to be confirmed with a signature on the rental contract from both the Lessee and Lessor. At the end of the rental period (check-in), newly ascertained light damages need to be noted in the rental contract. At this time, the new light damages shall be immediately listed on the rental contract, signed by both the Lessor and Lessee. The Lessee shall be immediately charged according to the light damage price list at the counter. If this option is available, the Lessee gives his permission with an electronic signature or on the appropriate document. Charges of this type will be billed directly to the Lessee and include the charges

for the repairs as well as service charges, charges for immobilization costs, costs for replacement parts and labor costs. The conditions for paying the above mentioned repair costs are the same as for the payment of the rental price.

13. Liability of the Lessor

The Lessor shall not be liable in any way to the Lessee or third persons with respect to accidents or damages that occur during the rental period. Similarly, the Lessor shall not be liable for damages that may arise as the result of defects in the vehicle, provided that these damages were not caused by deliberate intent or willful negligence on the part of the Lessor.

14. Amendments to the Agreement

Supplements and modifications to this Agreement shall be in writing.

15. Applicable Law/Jurisdiction

This Agreement shall be governed by German law. The place of jurisdiction is Berlin.