DIAMOND CARS
LUXURY CAR RENTAL

General Rental Terms and Conditions (AGB)

Convenience translation. The language of the contract is German; this English version is provided for information only. In the event of discrepancies, the German version alone prevails (Section M Clause 4).

Version: 08/26

A: Rental Agreement, Renter, Vehicle Condition, Repairs, Operating Fluids

1. Booking via the website:
   By clicking the button "book bindingly" (book with obligation to pay) on the Lessor's website, the Renter places a binding order. The Lessor confirms receipt of the order immediately by e-mail after the order has been submitted. The contract is concluded when the booking confirmation is sent to the Renter (by e-mail).
2. Booking with confirmation link:
   The Lessor sends the Renter a summary of the reservation request together with all contract information by e-mail. The Renter places a binding order by confirming the reservation request via the confirmation link sent to them. The contract is concluded when the booking confirmation is sent to the Renter (by e-mail).
3. Rental on site:
   In the case of a rental on site without a prior booking, the contract is concluded by signing the rental agreement when the vehicle is handed over.
4. There is no right of withdrawal for vehicle rental agreements.
5. The Renter declares that they are able to pay the agreed rental price and the security deposit.
6. The Renter undertakes to treat the vehicle with care and in a proper manner, to check regularly that the vehicle is in a roadworthy condition and to lock the vehicle properly. Smoking is not permitted in the Lessor's vehicles. In the event of a breach, the Lessor is entitled to charge the flat rate for the required special cleaning in accordance with the Rental Information; the Renter remains free to prove that no costs or significantly lower costs were incurred.
7. If operational malfunctions or other technical faults occur on the rental vehicle, the Renter must inform the Lessor without delay. Damage may only be repaired with the express approval of the Lessor at a specialist workshop for the make of the rented vehicle. The Lessor's approval is not required if, before the repair is carried out, the specialist workshop gives the Renter a binding assurance that the repair costs will not exceed EUR 80.00. The Lessor will reimburse the Renter for the actual costs of repairing the damage incurred in accordance with the foregoing provisions against presentation of the original invoice paid and receipted by the Renter, provided the Renter proves that the damage and operational malfunctions were not caused by them or that the vehicle was not roadworthy.
8. The vehicle is handed over to the Renter with a full fuel tank. On return, the vehicle must be returned with a completely full fuel tank. If the vehicle is not returned fully refuelled, the Lessor will charge the Renter the fee for refuelling the vehicle in accordance with the Rental Information valid at the time of rental.
9. The costs of operating fluids (in particular engine oil and windscreen washer fluid/antifreeze) are borne by the Renter.

B: Documents to Be Presented at Vehicle Collection, Authorised Drivers, Permitted Use, Journeys Abroad, Vehicle Tracking

1. When the vehicle is handed over, the Renter must present an identity card or passport with proof of address, a driving licence valid in Germany and a valid means of payment accepted by the Lessor. The means of

payment accepted by the Lessor are set out in the Rental Information. The means of payment must be issued in the Renter's name. If the Renter is unable to present these documents when the vehicle is handed over, the Lessor will withdraw from the rental agreement. Claims by the Renter for non-performance are excluded in such cases. Any damage incurred must be compensated to the Lessor.

2. If the Lessor has doubts about the identity of the Renter, the validity of their driving licence or their creditworthiness, the Lessor is entitled to withhold the handover of the vehicle until the existing doubts regarding identity, driving licence and creditworthiness have been satisfactorily clarified by the Renter to the Lessor.
3. The vehicle may only be driven by the drivers named in the rental agreement. Additional drivers may be registered before the start of the rental for an additional fee. Details of the amount of the fee can be found in the booking process and on the front page of the rental agreement. Age and driving licence restrictions apply to all drivers; these can be found in the booking process or in the rental agreement. All drivers must have held a driving licence for at least 3 years.
4. The Renter is responsible for the conduct of the driver as for their own conduct. All rights and obligations under this agreement apply for the benefit of and against the authorised driver.
5. The vehicle may only be used on public roads. The vehicle may not be used:
   - for motorsport purposes, in particular driving events in which the achievement of a maximum speed is the objective,
   - for vehicle tests or driver safety training,
   - on race tracks,
   - for the commercial transport of passengers,
   - for sub-letting,
   - for the commission of criminal offences.
6. Use abroad is only permitted in the countries named in the Rental Information. Use in other countries requires a request and is only possible with the prior consent of the Lessor and, where applicable, subject to special conditions.
7. Deactivating driving stability and assistance systems (in particular ESP/ESC and traction control) as well as launch control starts are strictly prohibited.
8. Any breach of or failure to comply with one of the provisions in the foregoing clauses 1, 2, 3, 5, 6 or 7 entitles the Lessor to terminate the contract without notice or to withdraw from the rental agreement. Claims for compensation by the Renter are excluded in such a case. The claim for compensation for the damage incurred by the Lessor as a result of a breach of one of the provisions in the foregoing clauses 1, 2, 3, 5, 6 or 7 remains unaffected.
9. Our vehicles are equipped with a GPS tracking system.

C: Rental Price, Due Date, Terms of Payment, Security Deposit, Termination Without Notice for Default of Payment

1. The rental price consists of a basic rental price, special services and any location surcharges. Special services are in particular additional driver fees and delivery and collection fees.
2. For deliveries and collections, the delivery and collection fees agreed for this purpose will be invoiced.
3. The rental price is payable in full for the agreed rental period, i.e. no refunds are made for late collection or early return of the vehicle. The rental price is due at the start of the rental period.
4. At the start of the rental period, the Renter is obliged to provide a security deposit in addition to the rental price as security for the fulfilment of their obligations. The amount of the deposit depends on the vehicle

rented. Details of the amount of the deposit can be found in the Rental Information at www.dcrentcars.de/anmietinformationen or on the front page of the rental agreement.

5. Unless otherwise agreed, the rent, all other charges and the security deposit will be charged to the Renter's means of payment, in particular their credit card.
6. If the Renter defaults on payment of the rent, the Lessor is entitled to terminate the rental agreement without notice, even without a prior reminder.

D: Insurance

1. The insurance cover for the rented vehicle comprises third-party liability insurance with a maximum sum insured of EUR 100 million for personal injury and property damage. The maximum sum insured per injured person is EUR 8 million and is limited to Europe. The excess under the third-party liability insurance is EUR 1,000 per claim.
2. In the case of third-party liability claims, the Renter or driver is not entitled to acknowledge or satisfy claims by third parties, in whole or in part, without the prior consent of the Lessor.
3. When a loss event occurs, the Renter or driver is obliged to do everything possible to avert and mitigate the damage. In doing so, they must follow the Lessor's instructions, insofar as reasonable, and assist in the investigation and settlement of the claim.
4. The Lessor is authorised to satisfy or defend claims for damages asserted against the Renter or driver in their name and to make all declarations that appear expedient for this purpose in the exercise of due discretion.
   If claims are asserted against the Renter or driver out of court or in court, the Renter or driver is obliged to notify the Lessor without delay after the claim has been raised.
   In the case of claims asserted in court, the conduct of the legal proceedings is left to the Lessor. The Lessor is entitled to instruct a lawyer in the name of the Renter or driver, to whom the Renter or driver must grant power of attorney and provide all necessary information and requested documents.

E: Accidents, Theft, Duty to Report, Obligations

1. After an accident, theft, fire, damage caused by wildlife or any other damage, the Renter or driver must notify and call the police without delay. This also applies if the rental vehicle has only been slightly damaged, and also to accidents caused by the Renter or driver themselves without the involvement of third parties.
2. In the event of any damage to the vehicle during the rental period, the Renter is obliged to inform the Lessor in writing without delay of all details of the event that led to the damage to the vehicle. This also applies in the event of theft of the vehicle or of vehicle parts. For this purpose, the Renter shall complete an accident report carefully and truthfully in all respects.
3. The Renter or driver must take all measures that serve and assist the clarification of the loss event. This includes in particular that they must answer the Lessor's questions about the circumstances of the loss event truthfully and completely and must not leave the scene of the accident before the necessary findings, in particular those relevant for the Lessor's assessment of the loss event, could be made, or without enabling the Lessor to make them.
4. The vehicle may only be parked in garages between 10pm and 8am.
5. The prohibitions under Section B clause 7 (deactivating driving stability and assistance systems, in particular ESP/ESC and traction control, as well as launch control starts) also constitute obligations within the meaning of these terms and conditions.

F: Liability of the Renter

1. In the event of damage to the vehicle, loss of the vehicle and breaches of the rental agreement, the Renter and/or the driver are liable in accordance with the general rules on liability. Accordingly, the Renter and/or driver are not liable if they are not responsible for the breach of duty.
2. Liability arising from accidents (contractual limitation of liability) for damage to the vehicle, loss of the vehicle and fire towards the Lessor is limited. A contractually agreed limitation of liability corresponds to the model of fully comprehensive insurance. In this case, the Renter and the drivers included in the scope of protection of the contractual limitation of liability are liable per individual loss event up to an amount equal to the agreed excess. In addition to the Renter, all additional drivers registered in the rental agreement are included in the scope of protection of the limitation of liability. There is no entitlement to a contractual limitation of liability if the damage was caused intentionally. If the damage was caused by gross negligence, the Lessor is entitled to reduce its obligation to limit liability in proportion to the severity of the fault. Furthermore, there is no entitlement to a contractual limitation of liability if an obligation to be fulfilled by the Renter or driver, in particular under Section E of these General Rental Terms and Conditions, has been breached intentionally. In the event of a grossly negligent breach of an obligation to be fulfilled by the Renter or driver, the Lessor is entitled to reduce its performance under the limitation of liability in proportion to the severity of the fault; the burden of proving the absence of gross negligence lies with the Renter or driver. Notwithstanding the provisions of the two preceding sentences, the Lessor is obliged to limit liability insofar as the breach of the obligation was not the cause either of the occurrence of the event giving rise to the limitation of liability or of the determination or the extent of the Lessor's obligation to limit liability; this does not apply if the obligation was breached fraudulently.
   The contractual release from liability applies only to the rental period and to damage to the vehicle. In addition, the Renter is liable for the return transport, loss of value, loss of rental income and any further costs and damage incurred by the Lessor.
   The excess per claim to be borne by the Renter can be found in the booking process and on the front page of the rental agreement.
3. The Renter is liable without limitation for all violations of traffic and regulatory provisions and other statutory provisions as well as for all disturbances of possession caused by them or by third parties to whom the Renter provides the vehicle. The Renter shall indemnify the Lessor against all fines, warning fines, fees and other costs levied on the Lessor by authorities or other bodies in connection with such violations. As compensation for the administrative effort incurred by the Lessor in processing enquiries addressed to the Lessor by prosecuting authorities or other third parties for the purpose of investigating administrative offences, criminal offences or disturbances committed during the rental period, the Lessor shall receive from the Renter a flat-rate expense fee in accordance with the valid Rental Information for each such enquiry, unless the Renter proves that the Lessor has incurred lower expense and/or damage; the Lessor remains free to claim further damage.
4. An accident is an event acting directly on the vehicle from outside, suddenly and with mechanical force. Damage caused by braking, operation and pure breakage is not accident damage; this applies in particular to damage caused, for example, by slipping loads, misfuelling, damage caused by incorrect gear changes, torsion damage, operating errors and damage caused by overstraining the vehicle.
5. When using toll roads, the Renter must ensure that the applicable toll is paid in full and on time. The Renter shall indemnify the Lessor against all tolls incurred by them or by third parties to whom they provide the vehicle.

6. These provisions apply not only to the Renter but also to authorised drivers, whereby the contractual limitation of liability does not apply in favour of unauthorised users of the rented vehicle.
7. The provisions of the German Insurance Contract Act (Versicherungsvertragsgesetz) and the provisions of the General Conditions for Motor Vehicle Insurance (Allgemeine Bedingungen für die Kraftfahrtversicherung) apply in addition to the provisions of these terms and conditions.
8. Several Renters are jointly and severally liable for claims arising from or in connection with the rental agreement.

G: Liability of the Lessor

1. The Lessor is liable in accordance with the statutory provisions in cases of intent or gross negligence on the part of the Lessor, a representative or a vicarious agent. Otherwise, the Lessor is liable only for injury to life, body or health or for the culpable breach of material contractual obligations. The claim for damages for breach of material contractual obligations is limited to the foreseeable damage typical for the contract.
2. The Lessor accepts no liability for items left in the rental vehicle on return; this does not apply in cases of intent or gross negligence on the part of the Lessor, its representatives or vicarious agents.

H: Return of the Vehicle, Data in Navigation and Communication Systems

1. The rental agreement ends on expiry of the agreed rental period. If the Renter continues to use the vehicle after expiry of the agreed rental period, the rental relationship is not deemed to be extended. Section 545 of the German Civil Code (BGB) does not apply.
2. The Renter is obliged to return the vehicle to the Lessor on expiry of the rental period in a condition in accordance with the contract, at the agreed place and at the agreed return time. In the event of excessive soiling of the vehicle requiring special cleaning, or if the vehicle is returned with an odour nuisance, the Renter shall compensate the Lessor for the damage. Special cleaning costs are charged according to the effort required, but at least at the flat rate for special cleaning in accordance with the Rental Information, unless the Renter proves that the Lessor has incurred lower damage; the Lessor remains free to claim further damage.
3. As a result of using a navigation device, the navigation data entered during the rental period may be stored in the vehicle. If mobile phones or other devices are paired with the vehicle, data from these devices may also be stored in the vehicle. If the Renter/driver wishes that the aforementioned data is no longer stored in the vehicle after its return, they must ensure that it is deleted before returning the vehicle. The Lessor is not obliged to delete the aforementioned data.
4. In the event of a breach of the obligation to return the vehicle, several Renters are jointly and severally liable.
5. If the Renter fails to return the vehicle or the vehicle key to the Lessor on expiry of the agreed rental period, even through no fault of their own, the Lessor is entitled to claim compensation for use for the period of withholding in the amount of the following scale:
    - up to 29 minutes late: free of charge
    - 30 to 59 minutes late: EUR 200
    - from 60 minutes late: one additional rental day for each day of delay or part thereof
    - The assertion of further damage is not excluded.

J: Cancellation, No-Show

1. Cancellation is possible up to 72 hours before the start of the rental. In the event of cancellation, a cancellation fee is payable. The amount of the cancellation fee depends on the time of withdrawal:
   - up to 4 weeks before the start of the rental: 30% of the rental price

- from the beginning of the 4th week up to the beginning of the 2nd week before the start of the rental: 60% of the rental price
- less than 2 weeks up to 72 hours before the start of the rental: 85% of the rental price

2. The rental price is the total rental price including all fees and extras.
3. The deduction of saved expenses has been taken into account in the provisions under paragraph 1. The Renter is free to prove that the Lessor has not incurred the claims referred to in paragraph 1, or not in the amount claimed.
4. If the Renter does not appear at the agreed collection time, the Lessor will hold the reservation for two hours. After that, the vehicle is released for other customers again. In this case, the Renter will be invoiced the total rental price. The Renter is free to prove that the Lessor has incurred no damage or lower damage as a result of the no-show.
5. The Lessor's place of business is in Grünwald. At all other locations to which the vehicle is delivered, the Lessor will wait for the Renter for a maximum of 30 minutes. After that, the vehicle is returned to the Lessor's place of business, where it can be collected by the Renter during business hours.

K: Termination

1. The parties are entitled to terminate the rental agreements in accordance with the statutory provisions. The Lessor may terminate the rental agreements extraordinarily without notice for good cause.
   Good cause includes in particular:
   - a significant deterioration in the Renter's financial circumstances,
   - dishonoured direct debits / cheques,
   - enforcement measures directed against the Renter,
   - inadequate care of the vehicle,
   - improper and unlawful use,
   - the unreasonableness of continuing the rental agreement, e.g. due to an excessively high damage rate.

1. If the Lessor terminates a rental agreement, the Renter is obliged to return the vehicles together with the vehicle documents, all accessories and all vehicle keys to the Lessor without delay.

L: Renter's Direct Debit Authorisation, Prohibition of Set-Off

1. The Renter irrevocably authorises the Lessor to debit all rental vehicle costs and all other claims connected with the rental agreement from the means of payment presented at the conclusion of the rental agreement and named in the rental agreement, or from the means of payment subsequently presented or additionally named by the Renter.
2. Set-off against claims of the Lessor is only possible with undisputed claims of the Renter or an authorised driver or claims that have been established by a final and binding court decision.

M: Written Form, Dispute Resolution, Place of Jurisdiction

1. There are no verbal side agreements.
2. The European Commission has set up a platform for the out-of-court online resolution of consumer disputes at http://ec.europa.eu/consumers/odr/. The Lessor does not participate in the alternative dispute resolution procedure.
3. If the Renter is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is Grünwald.

4. The contract language is German. If the Lessor provides translations of these terms and conditions or of other contract documents, they serve for information purposes only; in the event of discrepancies or questions of interpretation, the German version alone shall prevail.