

## **1. General**

The provisions of the German Civil Code (BGB) in its currently valid version apply to the contract on the reverse side, unless the following provisions stipulate otherwise. 2) Should the following provisions be invalid, the remaining provisions shall remain unaffected.

## **2. Rental Price**

The prices stated in the rental agreement or the price list valid at the time of rental apply. If the renter does not meet the requirements of a special rate, the standard rate must be paid. If a vehicle is returned to a location other than the pick-up location, return costs will be charged, the amount of which depends on the drop-off location.

The renter is liable for all fees, charges, fines, and penalties incurred in connection with the use of the vehicle for which the lessor is held liable. Fuel and refueling costs are borne by the renter unless the vehicle is returned with the correct fuel level. For rental periods of at least one week, the renter grants the lessor regular access to the vehicle to check its general condition.

The mileage-free rates are calculated accurately for 24 hours, so even a slight overrun of just a few minutes triggers a corresponding claim for additional charges.

## **3. Authorized Drivers**

1) The vehicle may only be driven by the renter or, in the case of corporate customers, by the driver specified in the rental agreement. A valid EU driving license, older than two years and valid for the rented vehicle, as well as proof of permanent residence in the Federal Republic of Germany, is required for entry in the rental agreement. 2) If the vehicle is to be driven by someone other than the aforementioned person, the renter is obligated to immediately provide the rental company with their full name, address, and driver's license details, without being asked to do so. 3) All drivers are vicarious agents of the renter.

## **4. Deposit**

A deposit is required upon pickup of the vehicle. This deposit must be paid in cash and will be refunded after the vehicle has been returned in perfect condition. The amount of the deposit depends on the vehicle type. A valid ID card and driver's license must also be presented. In the event of damage to the rented vehicle, the rental company is entitled to retain the full security deposit until the repairs have been completed, the amount of damage is known, and liability has been sufficiently clarified. The deposit also serves as security for the rental company in the event of non-payment of rental installments and may be retained/accounted for until the rental company has settled the outstanding amounts.

## **5. Bookings, Collection, and Cancellations**

1) Bookings can only be accepted for certain price groups, but not for specific vehicle types. Cancellations must be made no later than seven days before the start of the rental. Cancellations within seven days before the start of the rental will result in a 50% charge, unless the rental company can rent the vehicle to someone else. 2) If a reserved vehicle is not picked up at the agreed start of the rental without prior cancellation, the agreed rental price must be paid in full. If the rental company is able to rent the vehicle to someone else, the rental price is only payable until the start of the alternative rental agreement. In case of cancellation, the renter is required to pay a processing fee of €25.00. 3) The lessor is entitled to request a security deposit to guarantee the reservation, from which the above-mentioned claims can also be deducted. 4) The renter remains free to provide evidence of minor damage in all cases.

## **6. Prohibited Uses**

1) The renter is prohibited from using the rented vehicle for the following purposes: a) subletting  
b) towing without the lessor's permission c) towing and pushing other vehicles d)

transporting highly flammable, toxic, or otherwise dangerous substances e) participating in motorsport events of any kind or any driving on a racetrack f) for driving lessons g) participating in vehicle testing of any kind h) committing customs, tax, or other criminal offenses, even if these are only punishable under the law of the place where the offense occurred i) driving abroad! 2) If the renter violates any of these provisions, the renter is obligated to pay a contractual penalty of €5,000 plus any wear and tear, repair costs, and damages incurred. Furthermore, the protection provided by the limitation of liability for accident damage pursuant to Section 8 and theft insurance pursuant to Section 8 shall no longer apply. The assertion of further claims for damages in individual cases remains expressly reserved. 3) The renter is also prohibited from using the vehicle for demonstrations or other political events, as well as for any other use that goes beyond the contractual use. 4) The lessor may terminate the rental agreement without notice if the renter or a third party for whom the renter is responsible uses the vehicle in a manner that is materially contrary to the contract. The same applies if continuation of the rental agreement is unreasonable. This is particularly the case if a disagreement arises between the renter and the lessor during the rental period regarding the cause of significant damage to the rented vehicle. 5) If the renter significantly exceeds the mileage used as the basis for the deposit payment at the start of the rental period, they are obliged to notify the lessor immediately and to increase the deposit accordingly. If the renter fails to notify the lessee or to increase the deposit, the lessor has the right to terminate the contract immediately without notice. In all of the aforementioned cases, no prior warning is required for termination. 6) The renter or a third party for whom the renter is responsible must return the vehicle immediately upon the lessor's request.

In the event of excessive wear and tear, the lessor reserves the right to charge the renter a portion or all of the repair costs. The use of the vehicle is permitted only within Germany. Exporting it from Germany will be considered embezzlement and will be prosecuted.

## **7. German Road Traffic Regulations/Renter's Liability:**

The renter must comply with the German Road Traffic Regulations (StVO) throughout the entire rental period. Any violation must be reported to the lessor immediately, and the renter must pay for the damage. The renter is liable without limitation for all accidental damage caused to the lessor by the renter, in accordance with the general liability provisions. Furthermore, the renter is fully liable for all damages caused by the renter during use for a prohibited purpose, by the load, or by improper handling (e.g., incorrect wiring, engine overheating, clutch overload, etc.). If the renter leaves the scene of the accident without permission (Section 142 of the German Criminal Code) or violates their obligations under these terms and conditions, they are also fully liable, unless the violation had no influence on the determination of the damage. The renter will be charged a flat-rate expense fee of €25 in the event of a warning/fine and €100 in the event of a summons/hearing. For rental loss costs, the renter will pay a flat-rate compensation amounting to the agreed daily rental rate for each day the damaged vehicle is not available to the renter. Multiple renters are jointly and severally liable. Braking, operational, and pure breakage damage are not considered accident damage; this applies in particular to damage resulting from the slipping of the load. The renter is also responsible for paying tolls for the use of toll roads. The renter indemnifies the lessor against all claims that authorities and/or third parties impose on the lessor or assert against the lessor due to late or incomplete payment of the toll.

**8. Conduct in the Event of Accidents:** In the event of an accident, fire, theft, wildlife, or other damage, the renter must immediately notify the police and the lessor immediately after the damage occurs. This also applies to accidents caused by the renter without the involvement of third parties. Opposing claims may not be accepted. If the renter negligently fails to notify the lessor or the police, the renter must pay the lessor a contractual penalty in the amount of the damage to be reimbursed to the other party involved in the accident. The accident report must be sent to the lessor. A contractual penalty in the amount of the damages to be reimbursed to the other party involved in the accident. The accident report must be submitted to the lessor during and outside of business hours by calling 0157/50987507. Even in the case of minor damage, the renter must immediately submit a detailed written report, including a sketch, to Limitless Performance GmbH. The accident report must include the names and addresses of the persons involved and any witnesses, as well as the license plate numbers of the vehicles involved.

**9. Duty of Care:** The renter's duty of care towards the lessor generally applies to the rental property as defined by the German Civil Code (BGB). Regularly check all operating fluids and tire pressure, and properly secure the vehicle against theft. 2) Vehicle documents may not be kept in the vehicle. The costs for fuel and oil are the responsibility of the renter. In particular, Limitless Performance GmbH vehicles are non-smoking vehicles. Violations may result in compensation for loss of value or additional costs for cleaning and/or ionization.

## **10. Repairs During the Rental Period**

1) Repairs during the rental period may only be commissioned with the consent of the lessor.

2) Repair costs will be borne by the lessor upon presentation of the relevant invoices, unless the renter is liable for the damage. 3) If the rental vehicle is no longer drivable or if further damage to the vehicle is to be expected upon further travel, this must be reported immediately to the lessor, including on Sundays and public holidays, by calling 0157/50987507. In these cases, the renter must await further instructions from the lessor.

## **11. Insurance**

1) The renter is always liable without limitation for a) damage caused intentionally or through gross negligence

b) damage resulting from driving while under the influence of alcohol or drugs c) damage caused by use for prohibited purposes (Section 4) d) hit-and-run according to Section 142 of the German Criminal Code (StGB). Liability: The vehicle is insured in accordance with the applicable general terms and conditions for motor vehicle insurance (AKB).

The vehicle is also fully comprehensive insured.

Limitations of liability for accident damage to the rental vehicle: The renter is liable to the rental company for accidents up to the amount of the deductible per damage event to the rental vehicle. In the event of an unclear legal situation, the renter is obligated to advance the deductible to the rental company until the question of liability is finally clarified by a court. Theft insurance: The rental vehicle is insured against theft with a renter's deductible of €5,000 - €20,000 (depending on the vehicle). The amount of the deductible results from the fact that in almost all past thefts, the consent of the renter or their vicarious agent (driver) could be proven.

## **12. Tracking System**

Every Limitless Performance GmbH vehicle is equipped with tracking systems designed to protect against misuse. This allows for the prevention and prosecution of prohibited uses.

## **13. Renter Liability**

A) In the event of an accident or loss of the vehicle, the renter is liable for the sole repair costs. In the event of a total loss, the renter is liable for the replacement value of the vehicle, limited to the maximum amount stated in the applicable price list, provided that the renter or the driver caused the accident.

B) However, the renter is liable without limitation for accident damage if they caused the damage intentionally or through gross negligence, or if the damage was caused by alcohol or drug-induced inability to drive. The same applies to damage caused by failure to observe the clearance height.

C) If the renter has fled the scene of an accident or violated their obligations under Section 8 of these Terms and Conditions, they are also fully liable, unless the violation had no influence on the determination of the damage.

D) The renter is also liable without limitation for all damages for which they are responsible, which occurred during use by an unauthorized driver (Section 3) or for a prohibited purpose (Section 6), caused by the load, or due to improper handling of the vehicle.

E) If partial comprehensive insurance is taken out, the renter is liable for each partial comprehensive claim, in particular for fire, theft, and damage caused by wild animals, with a deductible of €5,000 - €20,000 (depending on the vehicle).

F) Otherwise, the statutory provisions apply.

G) The assignment of rights under this rental agreement to third parties is excluded.

#### **14. Return of the Vehicle**

The renter is obligated to return the vehicle to Limitless Performance GmbH at the agreed location upon expiration of the rental period. Unless expressly agreed otherwise in the contract, the return location is the pick-up location. If the odometer fails, the vehicle will be charged based on the distance shown on the map. If the vehicle is not returned on time, the contract will automatically be extended for a period as agreed in the contract, or double the hourly rate for each hour exceeded will be due, unless the renter proves that no damage was caused or that the damage was significantly less. The lessor is entitled, at its discretion, to demand compensation for the actual damage incurred.

If no extension is agreed upon, the renter is liable for any damage incurred. The return report will record the condition of the vehicle, including any damage, as well as the date, time, and mileage upon return, and will be confirmed by the lessor's signature. The vehicle is only considered returned once the return report has been signed by the lessor. If the renter parks the vehicle outside of normal business hours on or in front of the lessor's premises and deposits the vehicle key in the lessor's mailbox, the vehicle is not considered returned to the lessor. Risk only reverts to the lessor upon return of the vehicle as described above. The renter is fully liable for any damage or loss that occurs between the time the renter parks the vehicle and the time the lessor has the opportunity to inspect it, within the scope of the standard terms of the contract and these General Terms and Conditions.