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*This version of the GTC is an English translation of the Original German version of the GTC; only the German wording shall be legally binding.*

## General Terms and Conditions

for Lease and Service Contracts of  
Athlon Germany GmbH

status: 1 July 2024

## GTC Part A:

### A.1. Contractual components

**A.1.1.** The present General Terms and Conditions for Lease and Service Contracts ("GTC") of Athlon Germany GmbH ("Athlon"), consisting of Part A ("GTC Part A") and Part B ("GTC Part B") shall govern the contractual relationship between Athlon and the Customer. For each Vehicle provided by Athlon to the Customer, the Parties shall enter into a separate Lease Contract, where additional Service Components may be stipulated optionally for the relevant Vehicle. If Service Components are stipulated, the provisions under the GTC Part B shall apply additionally, in particular those regulating scope and handling of the Service Components. The specification of the Vehicle, the conditions (for example agreed Mileage, Total Lease Rate, Term of the Lease Contract) and the selected Service Components shall be regulated for each Vehicle in a "Lease Configuration". Athlon shall render its services exclusively to entrepreneurs within the meaning of the Civil Code.

**A.1.2.** If the online tool "Athlonline" provided by Athlon is used, the terms and conditions of use of Athlonline ("Terms of Use Athlonline") shall apply in addition between the Parties and shall prevail in case of contradictions.

**A.1.3.** Deviating or additional terms and conditions of the Customer shall be valid only if they have been approved by Athlon on a case-by-case basis in writing prior to conclusion of the contract.

### A.2. Conclusion of the contract and purchase of the Vehicle

**A.2.1.** Athlon shall provide the Customer with Lease Configurations according to the specifications requested by the Customer (Vehicle configuration, Term, Mileage, Service Components). These may be sent to the Customer in writing (for example by post or e-mail) or via Athlonline. By signing and shipping the Lease Configuration, the Customer applies with Athlon for the conclusion of a Lease Contract. If Athlonline is used, such application may also be addressed to Athlon electronically and without signature; in detail, the Terms of Use Athlonline shall apply. The Customer shall be bound to its application for 4 weeks.

**A.2.2.** The Lease Contract may be accepted by Athlon by sending a Contract Confirmation or by handing over the Vehicle. If Athlonline is used, such acceptance of the Lease Contract may also be transmitted to the Customer electronically and without signature; in detail, the Terms of Use Athlonline shall apply. If the Contract Confirmation deviates from the contents of the Lease Configuration, these deviations shall be deemed agreed if the Customer does not object within 2 weeks after receipt of the Contract Confirmation.

**A.2.3.** Unless the Lease has been explicitly agreed as a "Residual Value Lease" in the Lease Configuration, the Lease Contract shall be concluded as a "Kilometre Contract". The residual value risk in such case shall be borne by Athlon.

**A.2.4.** Athlon shall acquire the Vehicle in its own name from the Dealer identified in the Lease Configuration on the latter's terms and conditions of sale. If no Dealer is listed, Athlon shall select one. The terms and conditions of sale shall be made available to the Customer on request. Subject to a different contract, Athlon shall be free to select a Dealer. Athlon shall in particular refuse procurement from a Dealer specified by the Customer if Athlon believes that such Dealer lacks sufficient creditworthiness or cannot guarantee sufficient purchase quantities.

**A.2.5.** If the Customer requests the application of any special terms (such as discounts) as stipulated between it and the Dealer or Manufacturer, the Customer shall notify Athlon in a

machine-readable form specified by Athlon without further request about such special terms and shall inform Athlon without delay about any subsequent changes. Upon request, the Customer shall provide Athlon with any forms, information and explanations required for the application of special terms. If the Dealer or Manufacturer refuses or subsequently reclaims the application of these special terms in relation to Athlon and this refusal or reclaim is not Athlon's responsibility, Athlon may charge the resulting additional costs to the Customer.

**A.2.6.** If the Customer has already concluded a purchase contract for the Vehicle, it shall inform Athlon in full about the conclusion of the contract and shall send the relevant documents to Athlon. Upon conclusion of the Lease Contract, Athlon shall accede into the purchase contract, replacing the Customer.

**A.2.7.** The Customer accepts that, depending on the specifications of the respective Manufacturer, it may be necessary to download an application and/or register (e.g. by creating and linking a user account) in order to use certain functions of the Vehicle.

### A.3. Leased object

**A.3.1.** Changes to the Vehicle's design or shape, deviations in the color as well as changes in the scope of delivery by the Dealer shall remain reserved during the delivery period, as long as the Vehicle is not modified significantly and the changes are reasonable for the Customer. Such reservation shall not apply to demonstration and used Vehicles.

**A.3.2.** Subsequent changes, additional installations as well as paint finishes, car wrappings, stickers and labeling on the Vehicle shall be permitted only if the Customer has first obtained Athlon's consent. Athlon's consent shall not replace any new or modified operating permit required under the Road Traffic Licensing Regulations (Straßenverkehrszulassungssordnung). The Customer must in any case professionally remove any car wrapping, stickers and labeling at its own expense before returning the Vehicle. Moreover, upon Athlon's request, the Customer shall be required to restore the original condition at its own expense by the end of the Agreement. The Customer shall be entitled to remove installations made by it by the end of the Contract; if it fails to do so, the property shall be transferred to Athlon without compensation. Should any damage to the Vehicle occur due to the changes pursuant to clause A.3.2., sentence 1, which remains upon return, Athlon shall be entitled to have it removed at the Customer's expense or to charge for a Reduction in Value as determined during the evaluation.

### A.4. Start of the Term

The Lease Contract shall be concluded for the Term specified in the Lease Configuration. The Term shall start on the day of takeover of the Vehicle by the Customer or a third party entitled to take over (cf. in detail clause A.8.2. through A.8.4.). If Athlon does not receive a Takeover Confirmation within 7 days of registration, the Term shall start on the day of the registration.

### A.5. Lease fee, other costs, due date and payment default, invoicing

**A.5.1.** The Total Lease Rate specified in the Lease Configuration and a possibly stipulated Special Payment shall be consideration for the permission to use the Vehicle. If Service Components have been stipulated, a Service Rate and, if applicable, a Management Rate apply in addition, which are included in the Total Lease Rate. The Service Rate is, depending on the respective type of accounting, a consideration for the use of the selected Service Components (Closed Account) or an advance payment for those Services (Open Account). If the agreed Mileage is exceeded, the agreed charges for Over Mileage may apply in addition.

**A.5.2.** The initial Total Lease Rate shall be due at the start of the Term and shall amount to 1/365 of the annual Total Lease Rate per day of use from the start of the Term to the end of the calendar month in which the Term commenced. All other Total Lease Rates shall be due monthly in advance, in each case by the first calendar day of the calendar month. The final Total Lease Rate shall initially be charged in full, even if the end of Term is different from the end of the calendar month. Athlon shall balance any overpayment with the final settlement.

**A.5.3.** Costs for ancillary services, such as Factory Freight/ Transfer, registration, Delivery (transport to the Customer), redelivery, deregistration and other delivery costs (e.g. vanity plates) shall be paid separately by the Customer in the amount shown in the Lease Configuration; the cost of ancillary services shall either be invoiced with the initial Total Lease Rate or separately during the Term of the Lease Contract, with the exception of the Return and deregistration costs, which will be charged with the final invoice. Alternatively, the costs incurred at the start of the Contract for the ancillary services may in principle be shown and settled as part of the Total Lease Rate; this fact shall be noted separately in the Lease Configuration.

**A.5.4.** Any stipulated Special Payment shall be additional remuneration in addition to the Total Lease Rates and shall not serve as a deposit. It shall be due together with the initial Total Lease Rate.

**A.5.5.** If the Customer makes use of services that were not contractually agreed, it shall be obligated to pay a reasonable processing fee for the additional administrative work. The amount of such fees shall follow from the Athlon Fee Table that was applicable at the time the Service was used, which will be sent to the Customer upon request. The claims for reimbursement of the amounts advanced by Athlon, which according to the contractual agreements shall be borne by the Customer, shall be due upon incurring/ advance and payable within 5 days from the date of the invoice issued to the Customer.

**A.5.6.** All amounts shown in the Lease Contract shall be exclusive of the respective applicable statutory value added tax, provided that the invoiced deliveries/ services are subject to VAT within the meaning of the UStG (Value Added Tax Act), as amended.

**A.5.7.** If the Customer defaults on any payments, Athlon shall be entitled to charge default interest in the statutory amount. The assertion of any demonstrated higher damage due to default shall remain unaffected.

**A.5.8.** The Customer may set off against claims of Athlon only if the Customer's counterclaim is undisputed or has been finally established. The same shall apply accordingly to the assertion of rights of retention, unless the right of retention is based on the same contractual relationship.

**A.5.9.** If not already carried out, the Customer is obliged to issue a basic SEPA Direct Debit Mandate in favor of Athlon. The collection of receivables by way of SEPA direct debit shall be announced to the Customer at least 3 days prior to any such debit (pre-notification).

**A.5.10.** Athlon shall send invoices either on paper or electronically at its own discretion. The Customer consents to the sending of invoices in electronic form. The Customer may revoke this consent to the sending of electronic invoices at any time in text form; subsequently, invoices shall only be sent by post in paper form. Electronic invoices shall be created in a common format (e.g. PDF) and sent to the e-mail address provided by the Customer in accordance with clause A.21.4. If no e-mail address has been provided, the Customer undertakes to provide Athlon with one for the purpose of receiving invoices, unless the consent to electronic dispatch has been effectively revoked. Athlon reserves the right to commission a qualified service provider for the creation and sending of invoices.

## A.6. Adjustment of the Total Lease Rate

**A.6.1.** Athlon shall have the right and, upon the Customer's request the duty to adjust the Total Lease Rate, a possibly agreed Special Payment and the cost rates for Over- and Under Mileage if:

- a) the purchase price for the Vehicle and/ or the accessories have changed by the agreed delivery date of the Vehicle (for example due to admissible price adjustments by the Dealer or changes to the scope of delivery requested by the Customer);
- b) object-related taxes, fees or charges change or are newly introduced that (must) be taken into account in the Total Lease Rate;
- c) insurance tax changes and the Service Components "Vehicle Insurance" and/ or "Assistance Cover" have been stipulated;
- d) the Vehicle Tax changes and the Service Component "Vehicle Tax" has been stipulated;
- e) the Broadcasting Fee changes and the Service Component "Broadcasting Fee" has been stipulated;
- f) the Service Component "Damage Waiver" has been stipulated, and the Damage Waiver amount is adjusted pursuant to clause B.10.8;
- g) the Service Component "Vehicle Insurance" has been stipulated, and the flat-rate insurance fees are adjusted pursuant to clause B.11.4;
- h) the Service Component "Insurance Premium Management" has been stipulated, and calculation or amount of the insurance premium is changed.

If the above changes occur before the start of the Term, the adjustments shall be made from the start of the Term; in case of changes occurring after the start of the Term, the adjustment shall take place as of the next due date following occurrence of the circumstances giving rise to the change (possibly retroactively). In case of changes pursuant to sub-para. d) and h), Athlon may in addition to or instead of adjusting the Total Lease Rate settle after the end of the Lease Contract in the context of a budgeted/ actual accounting of costs (cf. in detail clause B.6.3. and B.13.4.).

**A.6.2.** The calculation of the Lease Rates shall be based on Athlon's refinancing terms as of the date specified in the Lease Configuration. If the refinancing conditions change by the time of the contractual takeover of the Vehicle (date shown on the Takeover Confirmation of the Customer), the Lease Rates (without Service Rate) will be adjusted in accordance with the changed refinancing costs in accordance with the following conditions. The relevant reference interest rate per annum (p.a.) on which the calculation of the refinancing conditions is based shall be the Capital Market Statistics of the Deutsche Bundesbank on the bond market for covered bonds with a remaining term of 3 years, as currently published under [www.bundesbank.de/de/statistiken/geld-und-kapitalmaerkte/zinssaetze-und-renditen/zinsstruktur-am-rentenmarkt/zinsstruktur-am-rentenmarkt-772452](http://www.bundesbank.de/de/statistiken/geld-und-kapitalmaerkte/zinssaetze-und-renditen/zinsstruktur-am-rentenmarkt/zinsstruktur-am-rentenmarkt-772452). Should the relevant page be replaced or the service no longer be available, Athlon shall without delay designate another page or service that publishes a corresponding reference interest rate, taking into account the legitimate interests of the Customer. No adjustment shall take place within a period of 4 months, starting from the calculation date. Thereafter, an adjustment is made if the reference interest rate changes by more than 0.25 percentage points compared to the interest rate on the date indicated on the Lease Configuration. Athlon will check whether the requirements for an adjustment are met upon takeover of the Vehicle and receipt of the invoice(s) for the Vehicle sent to Athlon by the Dealer and shall notify the Customer of the adjustment, if applicable; an adjustment request by the Customer is not required. The sending of an invoice

clearly indicating the amount of the deviating Total Lease Rate shall also be deemed as an adjustment notification.

**A.6.3.** If the Vehicle's actual Mileage deviates by more than 20% from the Mileage stipulated per contractual year in the Lease Configuration, Athlon and the Customer may request the adjustment of the Lease Contract in accordance with the expected total Mileage. Any adjustment shall be made by the date specified in the adjustment request, which must coincide with a due date. The adjustment shall be announced to the other party with a lead-time of at least one month. The Total Lease Rate and the cost rates for Over or Under Mileage shall be adjusted. The Customer shall be obligated to notify Athlon of the current Mileage in the form and periodicity specified by Athlon and on request.

#### **A.7. Delivery dates/ deadlines and delivery default**

**A.7.1.** Delivery dates or deadlines shall be specified in writing and shall in principle not be binding, unless their binding nature has been explicitly stipulated in the Lease Contract. Delivery deadlines shall commence upon conclusion of the Lease Contract. If subsequent changes to the Contract are stipulated, a delivery date or deadline shall also be agreed at the same time in writing if necessary.

**A.7.2.** If a non-binding delivery date or a non-binding delivery deadline has been exceeded by six weeks, the Customer may request Athlon to deliver. Athlon shall be in default upon receipt of such request. In addition to delivery, the Customer may request compensation for damage caused by the delay; in case of slight negligence on the part of Athlon, such claim shall be limited to a maximum of 5% of the Vehicle price according to the Manufacturer's recommended retail price/ list price (including VAT) at the time of the conclusion of the Contract.

If the Customer furthermore wishes to withdraw from the Contract and/ or demand damages instead of performance, it must set a reasonable grace period for Athlon for delivery following expiry of the 6-week period pursuant to sentence 1 of this clause, indicating that it will refuse acceptance of the Vehicle after expiry of such deadline. Such grace period may be dispensed with only in case of special circumstances justifying the immediate assertion of claims for damages, taking into account the interests of both Parties. Unless Athlon or its assistants have acted with intent or gross negligence, the Customer's claim for damages shall be limited to a maximum of 25% of the Vehicle price according to the Manufacturer's recommended retail price/ list price (including VAT) at the time of the conclusion of the Contract. In case of demonstrators and used Vehicles, the purchase price with VAT shall be decisive. If Athlon is unable to deliver while Athlon is in default, Athlon shall be liable subject to the above limitations of liability. Any liability on the part of Athlon shall be excluded if the damage would have occurred even if delivery had been timely.

**A.7.3.** If a binding delivery date or a binding delivery deadline is exceeded, Athlon shall already be in default upon exceeding the delivery date or the delivery deadline. The Customer's rights in such case shall be based on A.7.2., sentence 3 et seqq.

**A.7.4.** Force majeure or disruptions of operations on the part of Athlon or its Dealers, e.g. due to unrest, strike, lockout, which temporarily prevent Athlon without any fault of its own from delivering the Vehicle by the stipulated date or with the stipulated deadline, shall alter the dates and deadlines specified in A.7.2. and A.7.3. for the duration of the performance impairments caused by such circumstances. If the Customer demonstrates that, as a result of the delay, the subsequent fulfillment is of no interest to him, he may withdraw from the Contract after a delay in performance of at least 4 months. If the case of force majeure or the disruption lasts longer than one month, Athlon may withdraw from the Contract with respect to the part not yet performed if Athlon has informed the

Customer without undue delay of the occurrence of the impediment to performance and insofar as Athlon has not taken over the procurement risk or a delivery guarantee. Any other rights of withdrawal shall remain unaffected.

**A.7.5.** Force majeure is any non-company related occurrence brought about by external natural forces or by the actions of third parties, which is unpredictable according to human judgement and experience, which cannot be prevented or rendered harmless by economically feasible means, even with the utmost care that can reasonably be expected in view of the circumstances, and which cannot be tolerated due to its frequency.

#### **A.8. Risk assumption, takeover and takeover delay**

**A.8.1.** From the time of the transfer of possession of the Vehicle (or from an acceptance delay) until its return, the Customer shall be strictly liable for the risks of destruction, loss, damage, premature wear and accidental Reduction in Value of the Vehicle and its equipment. The above-mentioned events shall not exempt the Customer from the obligation to pay the stipulated lease fees. This shall not apply only if Athlon is responsible for the respective event described above.

**A.8.2.** If the option "Collection by Customer" option has been stipulated in the Lease Configuration, the Vehicle shall be handed over at the Dealer's, unless a collection ex-works has been agreed in the individual case between Athlon and the Customer. If the option "Delivery to Customer" has been stipulated, the Vehicle shall be delivered by Athlon or by a transfer service contracted by Athlon to a place within the country that should be agreed between the Customer and Athlon prior to the handover. The costs of using such option shall either be factored into the Total Lease Rate or charged to the Customer as a one-off payment. The transport may take place by using delivery trucks and "on their own axles". By stipulating the option "Delivery to Customer", the Customer agrees that staff of Athlon or of the contracted transfer service in case of a Transfer "on their own axles" will drive the Vehicle that has been registered in the Customer's name and insured by the Customer. Any damage caused by Athlon or by the transfer service during transport shall be compensated by Athlon or by the transfer service or their insurance companies.

**A.8.3.** The Customer shall be obligated to thoroughly inspect the Vehicle upon takeover and to confirm the takeover to Athlon ("Takeover Confirmation"). Obvious defects as well as wrong deliveries shall be reported immediately to the Dealer as well as to the transfer service contracted by Athlon, if applicable; Athlon shall be informed by means of a note on the Takeover Confirmation. If changes within the meaning of clause A.3.1. are material or unreasonable for the Customer, it may and must reject the takeover. The same shall apply if the Vehicle has significant defects that are not completely removed within 8 days from a relevant complaint.

**A.8.4.** If collection of the Vehicle by the Customer has been stipulated, such collection must take place within 14 days from receipt of the notice of completion. If Delivery to Customer or the user has been stipulated, the Customer must propose at least one delivery date within 14 days from receipt of the notice of provision. If the Customer intentionally or with gross negligence is in arrears with the takeover of the Vehicle, Athlon may set a period of grace of 14 days in writing, including the declaration that it will refuse handover after the expiry of such period. Upon unsuccessful expiry of the grace period, Athlon shall be entitled to declare withdrawal from the Lease Contract in writing and/ or to demand compensation in damages. It shall not be necessary to provide and set a grace period if the Customer seriously and finally refuses acceptance or obviously is unable to fulfill its payment obligation under the Lease Contract within such period. If Athlon demands compensation in damages, this shall amount to 15% of the Vehicle price according to the Manufacturer's recommended retail price/ list price (including VAT) at the time of the conclusion of the contract for such Vehicle. The amount of damage shall be higher or lower



if Athlon demonstrates greater damage or if the Customer demonstrates that lower or no damage has been incurred.

#### **A.9. Rights in case of a defective Vehicle, warranties**

**A.9.1.** The Customer shall have no claims and rights vis-à-vis Athlon due to Vehicle defects. Athlon shall instead assign to the Customer any and all claims regarding material defects under Sec. 437 et seqq. BGB (German Civil Code) in the respective structure of the purchase contract for the Vehicle that is underlying the Lease Contract as well as any additional warranty claims against the Dealer/ third party. The Customer shall accept such assignment. The claim for performance of the purchase contract (Sec. 433 (1) sentence 2 BGB), claims regarding defects in title as well as claims for compensation for any damage sustained by Athlon shall not be assigned to the Customer. The Customer undertakes to assert any claims assigned to it in its own name subject to the provision that any payments by the Dealer or guarantor shall be made directly to Athlon upon withdrawal from the purchase contract or reduction of the purchase price. The Customer shall have the rights pursuant to sentence 1 of this clause vis-à-vis Athlon only if Athlon has maliciously concealed a defect. In the event of termination of the Contract (cf. clause A.14.), the claims and rights due to Vehicle defects that have been assigned above shall hereby be re-assigned to Athlon, which shall accept them.

**A.9.2.** The Customer shall be obligated to inform Athlon in full and without delay about any assertion of claims and rights because of defects of the Vehicle.

**A.9.3.** Claims for the removal of defects shall be asserted by the Customer with an undertaking recognized by the Manufacturer of the Vehicle in accordance with the applicable provisions of the purchase contract and the warranty terms. If the first attempt to remove the defect is unsuccessful, Athlon shall assist the Customer upon request (in writing) with asserting its claim for the removal of the defect.

**A.9.4.** If the Customer requests delivery of a defect-free item and the Dealer agrees to do so or if the Dealer has been validly ordered to deliver a defect-free item (replacement delivery), the Customer shall have the right and the duty to take possession of the replacement Vehicle for Athlon; clause A.8.3. shall apply accordingly. The Customer shall agree with the Dealer that the latter will transfer ownership of the replacement Vehicle directly to Athlon and that Athlon will hand over part II of the registration certificate. The Customer must inform Athlon in advance about the replacement delivery, indicating the specific model, type and equipment. The replacement Vehicle must be a new Vehicle that is at least equivalent and identical. The Lease Contract shall be continued with the replacement Vehicle on the same terms. The Customer shall reimburse Athlon for the compensation for use owed to the Dealer.

**A.9.5.** If the Customer withdraws from the purchase contract and the Dealer is willing to reverse it or if the Dealer is validly ordered because of the Customer's action for withdrawal, the Customer's obligation to pay Lease Rates shall cease. Athlon shall reimburse any Lease Rates effected by such time by the Customer as well as any Special Lease Payments effected to the Customer, plus interest in the statutory amount as well as ancillary costs reimbursed by the Dealer. Athlon's expenses for any Service Components stipulated in the Lease Contract with the Customer shall be deducted from the Customer's relevant claim. In addition, the assertion of a claim pursuant to clause A.17. shall remain unaffected insofar as the lower value is not due to the asserted defect of the Vehicle. The Customer shall reimburse Athlon for the compensation for use owed to the Dealer.

**A.9.6.** If the Dealer rejects delivery of a defect-free item pursuant to clause A.9.4. or if it does not accept the withdrawal pursuant to clause A.9.5., the Customer shall be entitled to withhold any Lease Rates due after the time of such rejection if it takes legal action without delay, in any case no later than within 6 weeks after such rejection. If the Customer fails to

take legal action in due time, it shall only be entitled to withhold the Lease Rates from the date on which the claim is filed. The right of retention shall cease to apply retroactively if the Customer's claim is unsuccessful. The retained Lease Rates shall be repaid immediately in a single amount. The Customer shall compensate Athlon for any default damage caused by retaining the Lease Rates.

**A.9.7.** If the Dealer in case of a reduction has repaid part of the purchase price to Athlon, Athlon shall recalculate the outstanding Total Lease Rates, the compensation for Over and Under Mileage as well as the Residual Value, taking into account any lease fees already paid on the basis of the reduced purchase price.

**A.9.8.** Athlon shall bear the risk of the Dealer's insolvency.

#### **A.10. Insurance cover and claims settlement**

**A.10.1.** If the Service Components "Vehicle Insurance" or "Damage Waiver" have not been stipulated, the Customer must take out vehicle Liability Insurance for the lease period with a coverage amount of € 100 million and Comprehensive Motor Insurance (full and partial) with a deductible not exceeding € 1,000. The Customer shall authorize Athlon to apply for a security certificate for the Comprehensive Motor Insurance and to obtain information about the aforementioned insurance conditions. If the Customer has failed to complete the required Comprehensive Motor Insurance, Athlon shall have the right, but not the duty to take out appropriate insurance for the Vehicle. The resulting costs shall be borne by the Customer. Athlon shall furthermore be entitled to demand a reasonable handling fee. The amount of such fees shall follow from the respective applicable Athlon Fee Table, see clause A.5.5.).

**A.10.2.** With conclusion of the Lease Contract, the Customer shall assign all Vehicle-related claims arising under the insurance taken out for the Vehicle and all claims relating to the damage of the Vehicle against third parties and their Liability Insurance to Athlon. Athlon shall accept such assignment.

**A.10.3.** If the Customer has not agreed on the Service Component "Damage-Service", in the event of a damage it shall be proceeded as follows: the Customer shall inform Athlon without delay; if anticipated net repair costs exceed € 1,500, such information shall be provided before ordering any repair work insofar as this is possible and reasonable for the Customer. The Customer shall have the necessary repair work carried out without delay and in its own name and for its own account, unless due to severity and extent of the damage a total loss is to be assumed or the estimated repair costs exceed 60% of the Vehicle's replacement value. The Customer shall commission an undertaking recognized by the respective Manufacturer to carry out the repair in accordance with the Manufacturer's repair guidelines. In case of emergency, if assistance by a Manufacturer-approved undertaking is not available at all or only with unreasonable difficulties, repairs may be carried out in another Vehicle workshop that guarantees careful technical workmanship. The Customer shall furthermore provide Athlon without delay with a copy of the claim notification addressed to the insurer and the invoice for the repair work carried out. If the Customer fails to comply with their notification obligations under this clause A.10.3., they shall be liable for all resulting damage and consequential damage and shall be obliged to indemnify Athlon against any third-party claims; this shall not apply if the Customer is not responsible for the failure to comply with the notification obligation.

**A.10.4.** The Customer shall be authorized and obligated beyond the end of the Contract and in the event of termination to assert any Vehicle-related claims arising from a claim in its own name and at its own expense, unless the Service Component "Damage-Service" is not stipulated. The Customer shall be required to use any amounts obtained as compensation for the Vehicle damage to settle the repair invoice in case of repair. If the Lease Contract is terminated in accordance with

clause A.10.6., the Customer shall transfer the resulting compensation payments to Athlon. They shall be taken into account in the context of the settlement pursuant to clause A.15.

**A.10.5.** Any compensation payments for Reductions in Value shall in any case be transferred to Athlon. In case of Residual Value Leases, Athlon shall attribute any received compensation payments for Reductions in Value to the proceeds of the sale of the Vehicle at the end of the Contract. In case of Kilometre Contracts, Athlon may at its own option demand compensation from the Customer either after the occurrence of the damage or at the end of the Contract for any remaining reduction of the Vehicle's value due to the damage, unless Athlon has already received compensation for the Reduction in Value in the course of the claims settlement. The amount shall follow from the Reduction in Value determined in the expertise. In the absence of such an expertise, Athlon may demand a flat 15% of the net repair costs or of the net costs as per the quotation as Reduction in Value from the Customer. The Customer shall retain the right to demonstrate a lower or no Reduction in Value; Athlon shall retain the right to demonstrate greater damage. There shall be no compensation for a Reduction in Value if the net repair costs amount to less than € 1,500.

**A.10.6.** In case of total loss or write-off of the Vehicle, either Party to the Contract may terminate the Lease Contract effective from the end of a contract month. In case of damage-related repair costs exceeding 60% of the Vehicle's replacement value, both Athlon and the Customer may terminate the Contract within 3 weeks from obtaining knowledge of such requirements, effective from the end of a contract month. The Vehicle must be returned to Athlon early in this case. If neither the Customer nor Athlon makes use of such termination right, the Customer shall have the Vehicle repaired without delay. If in the event of theft, the Vehicle is found again before the insurer becomes liable to pay, the Lease Contract shall continue upon request by either contracting party on the previous terms. In this case, the Customer shall pay the Total Lease Rates that have accrued in the interim in one sum within one week from the assertion of the continuation request. Total loss, write-off or damage of the Vehicle shall release from the obligation to make further lease payments only if the Lease Contract has been effectively terminated pursuant to sentence 1 or 2 of this clause A.10.6. and is not continued pursuant to sentence 4 of this clause. The consequences of termination pursuant to sentence 1 or 2 of this clause are regulated in clause A.15.

#### **A.11. Ownership, registration, transfer of registration**

**A.11.1.** Athlon is the owner of the Vehicle. It shall be entitled to inspect the Vehicle upon consultation with the Customer and to check its condition. The Customer may not sell, pledge, gift, rent or lend the Vehicle, or transfer it by way of security.

**A.11.2.** The Customer shall keep the Vehicle free from any third-party rights. Athlon shall be notified by the Customer without delay about any third-party claims regarding the Vehicle, theft, damage and loss. The Customer shall bear the costs of measures to ward off third-party access that has not been caused by Athlon and has not been paid by third parties.

**A.11.3.** The transfer for use to the Customer's employees, their family members, civil partners or persons living in the same household as well as to persons entitled authorized pursuant to the Customer's company car policy shall be permitted. Any transfer for use to third parties shall require that such persons are authorized and able to drive the Vehicle. Any other transfer for use shall require the written consent of Athlon, except for short-term transfers for the purpose of repair, maintenance and care measures as well as transfer trips.

**A.11.4.** The Customer shall be the keeper of the Vehicle. It shall be registered in its name. The registration certificate part II shall be retained by Athlon. If the Customer requires the registration certificate part II to obtain regulatory approvals, it shall be submitted to the authority by Athlon upon the Customer's request; the above activities shall be subject to charge

(cf. clause A.5.5.). If the registration certificate part II is handed over to the Customer by third parties, the Customer shall be required to return it to Athlon without delay.

**A.11.5.** If additional keepers are recorded in the registration certificate part II (for example, in case of a contract transfer) or a change in keeper, the Customer shall be charged a reasonable processing fee per registration or change in keeper (cf. clause A.5.5.). Any mercantile Reductions in Value potentially resulting per entry of an additional keeper or per change in keeper as well as any additionally incurred costs (e.g. regulatory charges) shall be borne by the Customer.

**A.11.6.** The Customer shall notify Athlon without delay about any changes to the originally stipulated type of use, such as changes to the type of use or registration.

#### **A.12. Keeper's duties**

**A.12.1.** The Customer shall fulfill any legal obligations arising from operation and from keeping the Vehicle, in particular the timely presentation for inspections, and shall indemnify Athlon should it be held liable.

**A.12.2.** The Customer shall bear any and all expenses associated with operation and keeping of the Vehicle, in particular taxes, administration fees, insurance premiums, road use charges, maintenance and repair costs, tire service and tire replacement, unless stipulated otherwise due to Service Components concluded in the Lease Contract.

**A.12.3.** The Customer shall fulfill all legal obligations in connection with operation of the Vehicle as well as any replacement Vehicles, in particular under the Road Traffic Act (Straßenverkehrsgesetz), the Road Traffic Regulations (Straßenverkehrsordnung), the Road Traffic Licensing Regulations (Straßenverkehrszulassungsordnung) and the Road Freight Transport Act (Güterkraftverkehrsgesetz), unless they are assumed by Athlon due to Service Components stipulated in the Lease Contract.

#### **A.13. Use, maintenance, repair and upkeep of the Vehicle**

**A.13.1.** The Customer shall ensure that the Vehicle is handled in accordance with the provisions in the Manufacturer's/Importer's operating instructions. In so doing, the Vehicle shall be treated with care within the scope of the contractually stipulated purpose of use and shall at all times be maintained in operational and roadworthy condition.

**A.13.2.** The Customer must carry out the ongoing inspection and maintenance measures in accordance with the operating instructions, such as checking and replenishing engine oil, coolant, brake fluid, antifreeze, window cleaner and tire pressure, at its own expense, unless they are assumed by Athlon due to Service Components stipulated in the Lease Contract.

**A.13.3.** The Customer shall have due maintenance work carried out on time, necessary repair work (including wear-and-tear repairs) without delay by an undertaking authorized or approved by the Manufacturer/Importer. The same shall apply to installations, attachments and superstructures. The maintenance instructions of the Vehicle Manufacturer/Importer and of the Manufacturer of the attachment and superstructure shall be decisive for the timely execution of the maintenance works. In case of emergency, if assistance by a Manufacturer-approved undertaking is not available at all or only with unreasonable difficulties, repairs may be carried out in another Vehicle workshop that guarantees careful technical workmanship. The quality measures (e.g. recalls) initiated by the Manufacturer or by the authorities shall be implemented by the Customer in accordance with the respective requirements. The timely implementation of the above measures shall be demonstrated by the Customer by way of entry in the service log or - if only a digital service book exists - through relevant printouts.

**A.13.4.** The Customer shall ensure that the Vehicle is used only in a roadworthy and operational condition. It may permit use of the Vehicle by third parties only if the driver is in possession of the required valid driving license. If the Customer employs its staff or any auxiliary persons when using the Vehicle, it must obligate them to comply with the above-mentioned provisions.

**A.13.5.** The Customer is entitled to use the Vehicle temporarily without the consent of Athlon for a maximum continuous period of 2 months within the geographical borders of Europe with the exception of the following countries: Armenia, Azerbaijan, Belarus, Russian Federation, Ukraine, Kosovo. The compliance with customs and licensing law regulations as well as the existence of insurance cover in the respective country are to be ensured by the Customer. The Vehicle must not be used in war or crisis areas.

**A.13.6.** The use of the Vehicle for driving school purposes, as a taxi or self-drive rental Vehicle shall require the consent of Athlon (in writing). The use for motor sport purposes as well as the participation in driving events, which aim to achieve maximum speed, shall not be permitted. Participation in driving safety training shall be permitted.

**A.13.7.** Odometer failures must be reported to Athlon without delay. The Customer shall have such damage removed without delay and exclusively by workshops authorized by the Manufacturer/ Importer. If the odometer is replaced, the Mileage read at the time of replacement shall be transferred to the new odometer, otherwise Athlon shall be entitled to estimate. Damage to the tachograph or to the EU control unit may be removed only by a relevant authorized body pursuant to Sec. 57b of the Road Traffic Licensing Regulations.

#### A.14. Termination

**A.14.1.** The Lease Contract may not be terminated by way of contractual termination during the stipulated Lease Term.

**A.14.2.** The Parties to the Lease Contract may terminate it without notice for good cause. Such good cause on the part of Athlon shall include in particular:

- a) the Customer is in arrears with 2 monthly Total Lease Rates;
- b) the Customer is in arrears with payments amounting to 2 Total Lease Rates over a period of more than 2 payment dates,
- c) the Customer suspends its payments altogether, offers an out-of-court settlement as a debtor or lets bills of exchange and/ or checks be protested for lack of cover;
- d) the Customer violates other contractual agreements and in spite of warnings (in writing) does not cease or remove such violations or their consequences within a reasonable period of time;
- e) the Customer's economic situation significantly deteriorates, raising fears that the Customer's performance of the Contract is at a concrete risk;
- f) the Customer has provided incorrect information that was relevant to the conclusion or renewal of contractual agreements.

**A.14.3.** The termination rights pursuant to clause A.10.6. shall remain unaffected by the provisions of this clause.

**A.14.4.** Athlon shall have a claim against the Customer for the surrender of the Vehicle. Until the time of the Vehicle's return, Athlon shall have a claim to payment of the Total Lease Rate. Moreover, the legal consequences of an extraordinary termination of the Lease Contract shall be based on clause A.15.

#### A.15. Settlement after termination

**A.15.1.** In case of termination of the Lease Contract due to extraordinary termination because of breach of contract pursuant to clause A.14.2. as well as in case of termination because of total loss or write-off loss pursuant to clause A.10.6., settlement shall be made as follows:

##### a) Settlement of Kilometre Contracts

The claim to compensation for Athlon's termination damages shall be calculated based on the sum of all Total Lease Rates still outstanding at the time of early termination of the Contract, without any rate portions attributable to any Service Components that still would have become due by the stipulated end of the Term, less any interest credit because of the early due date (discounting) and setoff of the difference between the value of the Vehicle at the time of early return, and the hypothetical value of the Vehicle upon contractual return, less any interest rate advantage due to the early option to utilize the Vehicle.

##### b) Settlement of Residual Value Leases

The claim to compensation for Athlon's termination damages shall be calculated based on the sum of all Total Lease Rates still outstanding at the time of early termination of the Contract, without any rate portions attributable to any Service Components that still would have become due by the stipulated end of the Term, plus the calculated net Residual Value of the Vehicle, less any interest credit because of the early due date (discounting), less saved term-related expenses and less the net utilization proceeds from the Vehicle.

**A.15.2.** Athlon shall in principle utilize the Vehicle by selling it to a commercial car Dealer. If utilization is not possible within 6 weeks from termination of the Lease Contract and taking possession of the Vehicle, or if realization is not done by way of sale, Athlon may use the net Dealer purchase price established by an independent expert instead of the utilization proceeds. Recourse to the ordinary courts of law shall not be excluded by such expertise. In case of termination pursuant to clause A.10.6., any insurance benefits and, if applicable, the proceeds from the Residual Value of the Vehicle shall be offset against the claim for damages instead of the utilization proceeds. The amount of the Residual Value shall be determined based on the information provided by the relevant insurer.

**A.15.3.** In addition to the claim under clause A.15.1., Athlon shall be entitled, if Service Components have been stipulated, to offset any income therefrom against the corresponding expenses and to claim any difference to the expense of Athlon as additional compensation from the Customer.

**A.15.4.** In case of extraordinary termination of the Lease Contract pursuant to clause A.14., Athlon shall be entitled to charge any additional damage, in particular costs of prosecution, involvement of an expert for the preparation of a market/current value expertise, redelivery costs as well as the costs of utilization.

#### A.16. Return of the Vehicle

**A.16.1.** Upon termination of the Lease Contract the Vehicle shall be returned by the Customer to Athlon at the stipulated return location, together with all keys, complete accessories and all documents provided (e.g. registration certificate part I). Vehicles shall be returned with the fuel tank at least 75% full or with a corresponding charge status (in case of battery electric vehicles). Any items owned by the Customer or driver shall be removed from the Vehicle prior to its return. Insofar as the Customer or the user uses a software/ app that allows access to Vehicle-related data and/ or the control of Vehicle functions the Vehicle has to be decoupled at the latest on return or the software/ app has to be deleted. All personal data stored in the Vehicle systems shall be deleted by the Customer before the Vehicle is returned.



**A.16.2.** All summer and winter wheels procured by Athlon shall be returned together with the Vehicle. The summer wheels shall be returned on the original rims and with Tires that in terms of quality, size, format and speed rating correspond to the condition at the time of delivery. If the return is made during the winter period, a return with mounted winter wheels is permitted. In such case, the summer wheels should be handed over to Athlon together with the Vehicle. If the mounted winter wheels have not been procured by Athlon, the Customer shall have the right to remove them at its own expense before the return; if it does not use this option, ownership shall pass to Athlon without compensation.

**A.16.3.** If the return location is not indicated in the Lease Configuration, it shall be stipulated by and between Athlon and the Customer in due time prior to the scheduled termination of the Lease Contract. If Athlon collects the Vehicle from the Customer on the Customer's behalf, the Customer shall pay the redelivery costs shown in the Lease Configuration. If no redelivery costs are shown in the Lease Configuration, the flat-rate costs valid at the time of collection shall be charged in accordance with the Fee Table (see clause A.5.5.). The return location can be freely selected by the Customer (only within Germany). If the Customer chooses not to have the Vehicle collected by Athlon, the Vehicle shall be returned by the Customer to the return location in Germany specified by Athlon at the Customer's expense and risk; in this case, the Customer shall notify Athlon of the return in text form no later than 2 working days in advance. In case of transfer by Athlon, the transport from the return location to Athlon's parking space may take place by using delivery trucks and "on their own axles". The Customer agrees that staff of Athlon or of the contracted transfer service in case of a Transfer "on their own axles" will drive the Vehicle that has been registered in the Customer's name and insured by the Customer. Any damage caused by Athlon or by the transfer service during transport shall be compensated by Athlon or by the transfer service or their insurance companies.

**A.16.4.** In case of extraordinary termination of the Lease Contract, the Vehicle shall be returned to one of Athlon's parking spaces designated by Athlon. Time and place of the return shall be agreed with Athlon in advance.

**A.16.5.** Upon return, the Vehicle must be complete (see clauses A.16.1. and A.16.2.) in a condition commensurate with its age and the contractual Mileage, free from damage, as well as roadworthy and operational. Normal signs of wear, provided they do not affect roadworthiness or operational safety, shall not be considered damage. Criteria for acceptable and unacceptable return conditions shall be agreed between the Parties in the "Athlon Valuation Guidelines" valid at the time of conclusion of the contract (available at [www.athlon.com/de/support/formulare-dokumente](http://www.athlon.com/de/support/formulare-dokumente)). A joint protocol shall be prepared about condition and possible damages of the Vehicle and shall be signed by both contracting Parties or their authorized representatives.

**A.16.6.** In case of Kilometre Contracts, a Condition Report shall be prepared following the return by an independent expert company or another independent and competent body (e.g. vehicle workshop) at Athlon's expense. The Reduced Value to be offset by the Customer shall be determined in such Condition Report. The Reduced Value thus determined shall be deemed to be correct and effectively agreed between the Parties if (i) neither Party objects within 5 working days of receipt of the Lease Condition Report by the Customer and (ii) the Customer was expressly informed of the significance of failure to object to the Lease Condition Report at the latest when the report was sent. If, in case of an objection to the Lease Condition Report, the Parties are unable to agree on a Reduced Value to be compensated by the Customer, the Reduced Value shall be determined by a (further) independent expert company ("Second Expertise"); the Parties shall each bear half of the costs. Legal recourse is not excluded by the Lease Condition Report and a possible Second Expertise.

**A.16.7.** If the Vehicle is not returned on time, the Customer shall be charged 1/365 of the stipulated annual Total Lease Rate for the Contract Term as a base amount for each day exceeded, as well as the costs caused by the delay in return. The base amount is increased accordingly if special financial factors (e.g. subsidies, grants, special lease payments), which are calculated over the Term and reduce the Total Lease Rate, cease to apply at the end of the Term. Moreover, the Customer's obligations under this Contract shall continue to apply accordingly during such time.

**A.16.8.** After the Vehicle has been returned, it shall be de-registered by Athlon or a service provider commissioned by Athlon at the Customer's expense. The Customer shall not be entitled to deregister the Vehicle.

## A.17. Final settlement

**A.17.1.** The following shall apply in case of Kilometre Contracts:

a) Upon return of the Vehicle after expiry of the stipulated Lease Term, the following rules shall apply: If the Vehicle does not correspond to the condition pursuant to clause A.16.5. and if the Vehicle's value is thus thereby reduced, the Customer shall be obligated to compensate such Reduced Value. Loss of value due to damage shall be disregarded insofar as Athlon has already received relevant compensation. The amount of the Reduced Value results from the Condition Report; if a Second Expertise is available (see A.16.6.), the amount of the Value Reduction shall be determined on this basis.

Moreover, Athlon shall charge the Customer in full for the costs of repair for any unnotified damage not repaired at the time of return, provided that they are covered by the Comprehensive Motor Insurance to be taken out pursuant to clause A.10.1. or if they would have to be reimbursed by the party responsible in case of damage caused by a third party. In this case Athlon will commission an expert to prepare a damage report; the costs must be borne by the Customer. In this report the amount of damage to be compensated by the Customer is determined. Legal action is not excluded by the damage report. If the Customer has agreed on the Service Component Damage Service, the claim shall be settled pursuant to the provisions in clause B.14.

b) Settlement of the Over or Under Mileage compensation shall depend on the rates stated or subsequently adjusted in the Lease Configuration. Any excess kilometres shall be additionally charged at the stipulated Over Mileage rate; any shortfall in kilometres shall be compensated at the stipulated Under Mileage rate. Any excess or shortfall of the stipulated total Mileage up to the allowance indicated in the Lease Configuration shall not be taken into account in the settlement. The Mileage shortfall to be compensated shall be capped at 10% of the total Mileage stated or subsequently adjusted in the Lease Configuration.

**A.17.2.** The following shall apply in case of Residual Value Leases:

a) In case of Residual Value Leases, Athlon shall determine the difference between the calculated Residual Value stated in the Lease Configuration and the utilization proceeds from the Vehicle for the final settlement (sales price of the Vehicle without VAT less utilization costs). If the utilization proceeds are lower than the agreed calculated Residual Value, the Customer shall compensate the difference. If the utilization proceeds are higher than the calculated Residual Value, the Customer shall receive 75% of the difference. Athlon shall in principle utilize the Vehicle by selling it to a commercial car Dealer. If utilization is not possible within 6 weeks from termination of the Lease Contract or if realization is not done by way of sale, Athlon may use the net Dealer purchase price established by an independent expert instead of the utilization proceeds. Recourse to the ordinary courts of law shall not be excluded by such expertise.



b) Settlement of the Over or Under Mileage compensation shall depend on the rates stated or subsequently adjusted in the Lease Configuration and shall refer exclusively to the stipulated Service Components, if any, for which the option Closed Account has been stipulated. Otherwise, the provisions in clause A.17.1. b) shall apply accordingly.

#### **A.18. Information obligations and disclosure of financial situation**

**A.18.1.** To meet its obligations under the Money Laundering Act (Geldwäschegesetz), the Customer shall furnish Athlon with the documents and information necessary to meet the statutory duties of care and information. Relevant changes during the Term of the Lease Contract (e.g. changes to company name, registered office, shareholder structure) shall be reported to Athlon without delay in writing.

**A.18.2.** The Customer agrees to disclose its financial situation to Athlon, in particular to grant access to the annual financial statements and to provide any necessary information. Upon Athlon's request, the Customer shall transmit the relevant documents.

#### **A.19. Data protection**

**A.19.1.** Detailed information on the processing of personal data by Athlon as well as the rights of data subjects is contained in a separate Privacy Notice. This is available at [www.athlon.com/de/support/formulare-dokumente](http://www.athlon.com/de/support/formulare-dokumente) or will be provided by Athlon upon request.

**A.19.2.** The Customer shall ensure that Athlon may collect, process and use any personal data of employees or other third parties obtained on the basis of the Lease Contract and required for Contract performance and if necessary, shall obtain the consent of the persons concerned. The Customer is obliged to make Athlon's Privacy Notice available to the above-mentioned natural persons and inform them in a transparent manner.

**A.19.3.** The Customer agrees that the data collected at the time of contract conclusion and the contractual data (product, commencement and end of Term) for the products used by it may be processed and used by Athlon for its information about Athlon's products and services. The Customer can object to the use of his or her data for information purposes at any time with effect for the future towards Athlon.

#### **A.20. Liability on the part of Athlon**

**A.20.1.** Unless Athlon's liability for individual facts is specifically regulated in this contract (e.g. in A.9.1. due to defects of the Vehicle), the following general liability rule shall apply:

If Athlon is liable for any damage sustained by the Customer due to own fault or fault on the part of its legal representatives or assistants, Athlon's liability shall be limited to incidents of intent or gross negligence. In case of injury to life, limb or health as well as in case of violation of material contractual obligations, it shall also be liable for simple negligence. Material contractual obligations are such, where performance is essential for the proper performance of the contract, where a breach jeopardizes the realization of the contractual purpose and which the Customer may regularly expect to be complied

with. In case of a breach of material contractual obligations, the scope of liability shall be limited to the damage foreseeable at the time of conclusion of the Contract.

**A.20.2.** Liability under the provisions of the Product Liability Act, liability in case of assumption of a guarantee by Athlon and for fraudulent concealment on the part of Athlon shall remain unaffected.

**A.20.3.** Athlon shall not assume any liability for the CO<sub>2</sub> emission values specified in the Lease Configuration as well as the calculation of the estimated Fuel costs. The claims assigned to the Customer under clause A.9.1. shall remain unaffected.

#### **A.21. Other provisions**

**A.21.1.** It shall be agreed that any financial benefits received by Athlon in connection with contracting services and procuring of goods from the workshops and Dealers (e.g. quantity bonuses, marketing grants) shall be the sole responsibility of Athlon and the Customer shall have no claims to information and return against Athlon.

**A.21.2.** Changes to these GTC shall be offered to the Customer in writing no later than 2 months prior the proposed effective date. The Customer's consent shall be deemed to have been given, unless it has indicated its rejection prior to the proposed effective date of the changes. Athlon shall note such approval effect especially in its offer.

**A.21.3.** For legally relevant declarations (e.g. notices of termination) and other notifications under this Contract, the Parties stipulate at least the text form (especially e-mail). All supplementary agreements and warranties as well as amendments or additions to the Lease Contract require - with the exception of the changes mentioned in section A.21.2. - the written form. This shall also apply to the cancellation or amendment of these formal requirements. To preserve the written form it is sufficient to send a readable electronic copy (e.g. PDF) by e-mail.

**A.21.4.** If the Customer gives Athlon one or more e-mail addresses, the Customer agrees that Athlon shall use these e-mail addresses to communicate with the Customer. Possible changes of the e-mail addresses must be notified to Athlon prior to their effectiveness. The Customer undertakes to retrieve its e-mails at least once per working day. The Customer shall notify Athlon without delay if any news which the Customer could expect were not received.

**A.21.5.** If individual provisions of the Lease Contract are or become invalid, the remaining contents of the Contract shall continue to be valid. In such case, the contracting Parties shall be obligated to replace the invalid provision with a valid one that comes nearest to the economic purpose pursued.

**A.21.6.** The laws of the Federal Republic of Germany shall apply, under exclusion of the conflict of law rules and the UN Sales Convention (CISG).

**A.21.7.** If the Customer is a merchant, a public legal entity or a public-law special fund or if after the conclusion of the Agreement, the Customer does not have its general place of jurisdiction in Germany, moves its domicile or habitual residence abroad or its habitual residence and domicile is not known at the time of filing an action, the exclusive place of jurisdiction shall be Düsseldorf.

## GTC Part B:

### B.1. General provisions

**B.1.1.** These GTC Part B shall apply in addition to the GTC Part A, provided that Service Components have been agreed with the Customer in the Lease Contract, which can be obtained by it individually or in conjunction with each other. These GTC Part B shall govern in particular the scope and the processing of the agreed Service Components. Unless provided otherwise in the GTC Part B, the GTC Part A shall also apply to the Service Components.

**B.1.2.** Athlon shall owe only the Service Components specified in the Lease Configuration. There shall be no claim on the part of the Customer for subsequent adjustment of the scope of service. The Parties' right to terminate the Service Component "Vehicle Insurance" pursuant to clause B.11.4. shall remain unaffected.

**B.1.3.** The entitlement to avail of the Service Components shall be coupled to the existence of a valid Lease Contract and only applies during the Term of the Lease. This entitlement shall end without separate termination if the Lease Contract is terminated by giving ordinary or extraordinary notice or if it is terminated otherwise. The Service Components "Fleet Management", "Fuel" and "Insurance Premium Management" may be - regardless of the Lease Contract - terminated by Athlon for good cause without observing a notice period. Such good cause shall include in particular the circumstances set forth under A.14.2. Otherwise, the Lease Contract shall continue to be in force and effect in such case.

### B.2. Scope of performance and liability for poor performance, handling of Service Components, service and Fuel Card

**B.2.1.** The Customer acknowledges that Athlon's service obligation with regard to the Service Components "Maintenance and Repair" (cf. B.4.), "Tires" (cf. B.5.) and "UVV-Inspection" (cf. B.8.) shall be limited to designate specialist undertakings for the provision of the services covered by the Service Components as well as assuming the costs for the services included in the Service Components. These specialist undertakings (hereinafter referred to as "Athlon Service Partners" or "Athlon Tire Partners") will be commissioned in the name and for the account of Athlon (possibly with the Customer's involvement). Athlon hereby authorizes the Customer to place orders on its behalf within the scope of the stipulated services components and to the extent of the approval limits with Athlon Service or Tire Partners for performance to be rendered for Athlon. Regarding the placement of orders, the Customer shall observe the respective specifications by Athlon, and in particular use the provided service card. Invoices shall be issued to Athlon.

**B.2.2.** Athlon shall be liable for the non-performance or poor performance of the services provided based on the Service Components by the service provider or by third parties involved by the latter and for any damage to the Vehicle that may be associated with this, only insofar as it itself is has liability claims against the service provider or the third party. The provisions in clause A.9. shall apply accordingly. Athlon shall assist the Customer with enforcing its claims to the extent necessary.

**B.2.3.** The Customer may have any potential services under the Service Components "Fleet Management" (cf. B.3.), "Maintenance and Repair" (cf. B.4.), "Tires" (cf. B.5.) and "UVV-Inspection" (cf. B.8.) performed only by the Athlon Service or Tire Partners authorised for the respective vehicle brand. The Customer may obtain information about the nearest approved Athlon Service or Tire Partner as well as a detailed list upon request from Athlon or online at [www.athlon.com](http://www.athlon.com). If the Customer in breach of the agreement places an

order for the Service Components "Maintenance and Repair" or "Tires" with an unapproved workshop, Athlon may refuse assumption of any additional costs incurred and demand proof of professional execution of the works. Additional costs that may be reimbursed shall also include any unrealized goodwill services that demonstrably would have accrued to Athlon if an Athlon Service or Tire partner had been commissioned.

**B.2.4.** If the Service Components "Maintenance and Repair", "Fleet Management" and/ or "Tire" are taken out, the Customer shall receive a service card upon completion, and one or several Fuel Card(s) if the Service Component "Fuel" is chosen. The Customer shall ensure that unauthorized persons cannot make use of the Athlon service card and the Fuel Cards and shall be liable vis-à-vis Athlon for any damage resulting from the misuse of the Athlon service card, the Fuel Cards and/ or the misuse of the Service Components. The actions of the authorized users of its Vehicles shall be attributed to the Customer and it shall obligate them accordingly. If the Athlon service card or the Fuel Cards are lost, the Customer shall notify Athlon without delay in written form and reimburse the costs incurred for issuing replacements and for the additional effort (see clause A.5.5.). The provisions in B.9.11. shall apply in addition to the loss of Fuel Cards. Upon termination of the Lease Contract, the Athlon service card shall be returned and the Fuel Cards shall be destroyed.

**B.2.5.** Services pursuant to these GTC Conditions Part B shall not be owed for accessories as well as for modifications and remodeling of the Vehicle, in particular not for superstructures, loading beds as well as workshop installations.

### B.3. Fleet Management

**B.3.1.** If the Service Component "Fleet Management" has been stipulated, the Customer shall be given the opportunity to use the services included in the Service Components "Maintenance and Repair" and/ or "Tires" by the Athlon Service or Tire Partners pursuant to the provisions under B.2. However, the cost risk shall be borne exclusively by the Customer. The scope of the stipulated Fleet Management services ("Maintenance and Repair" and/ or "Tires") shall be shown in the Lease Configuration.

**B.3.2.** In the context of "Fleet Management", Athlon shall review necessity and efficiency of maintenance and wear-and-tear repairs (if "Fleet Management Maintenance and Repair" has been stipulated) and/ or tire service and tire replacement (if "Fleet Management Tires" has been stipulated), review the invoice for correctness and - if necessary - make a complaint. Otherwise, Athlon shall advance the respective costs incurred. Athlon shall invoice the Customer once a month by way of a detailed collective invoice (not individual receipts) for the actual costs incurred by Athlon in the previous month for the Customer's use of the services.

**B.3.3.** The provisions regarding the Service Components "Maintenance and Repair" (cf. B.4.) and "Tires" (cf. B.5.) shall also apply in the context of the Fleet Management. In particular, the services may be procured exclusively via the Athlon Service or Tire Partners. Any limitations on such Service Components (e.g. limited number of sets of Tires) shall not apply due to Customer's assumption of the calculation risk.

### B.4. Maintenance and Repair

#### B.4.1. Type of accounting

It is possible to agree the options Closed Account or Open Account for compensation of the Service Component "Maintenance and Repair". The type of accounting chosen follows from the Lease Configuration. If the Lease Configuration does not contain any information regarding this matter the type "Closed Account" shall be understood as agreed.

The following shall apply:

- a) The option Open Account means that the Customer will be charged the costs Athlon has actually incurred for rendering the Service Component. With the monthly Total Lease Rate the Customer first makes a flat advance payment as service rate. Upon termination of the Lease Contract Athlon shall compare the cost actually incurred for the individual Service Component and the collected Service Rates (excluding the Management Rate) and prepare a detailed final account or credit note; Athlon will not provide proof by means of individual receipts. If Athlon receives cost accounts at a later date, Athlon may correct the final account accordingly. With the Open Account option, the Customer shall bear the cost risk associated with the Service Component.
- b) If the Closed Account option has been stipulated, the Service Rate shown in the Lease Configuration shall be Athlon's compensation for rendering the Service Components within the framework of the agreed Mileage and Term. The cost risk associated with the Service Components shall be borne by Athlon in this case.

**B.4.2.** Insofar as the Service Component "Maintenance and Repair" has been stipulated, Athlon shall assume - subject to the exceptions specified in clause B.4.3. - the costs for the following works and services without any surcharges for night, weekend or holiday work:

a) Maintenance and Repair (Standard Service)

- Performance of all inspection and maintenance work on the Vehicle pursuant to the Manufacturer's specifications (cf. maintenance booklet or operating instructions), including the relevant required replacement parts and operating materials as specified by the Manufacturer;
- Repair and/ or renewal of the parts, including wages and all required materials, which are spent or worn due to operational strains in the course of the intended use of the Vehicle and which are likely to affect the operational safety and/ or roadworthiness of the Vehicle ("natural wear"). Wearing parts are parts of the Vehicle that require replacement at certain intervals, except for Tires and all associated work (e.g. tire replacement, calibration after wheel/ tire change);
- Repair and/ or renewal of parts, including wages and all necessary materials, which become required because of defects of the Vehicle and are not covered by either guarantee or warranty claims;
- Acceptance fees of testing organizations for the legally required main and exhaust emission tests. Costs for the demonstration of the Vehicle/ preliminary-checks shall not be included.

b) Option Plus

If the "Option Plus" has been stipulated, Athlon shall also assume the costs for (1) necessary refill oil and (2) necessary window cleaning fluids between the maintenance intervals. The above may be procured exclusively from an Athlon Service Partner.

**B.4.3.** The scope of services shall not include any services that are not covered by clause B.4.2. In particular, the assumption of costs shall not cover the removal of the damages listed below or of the performance of the following works and services:

- Removal of damage caused by violence or accident;
- Damage due to force majeure (e.g. hail, flood, storm, frost);
- Animal bite damage (e.g. marten damage);
- Hardware and software updates as well as replacement of data carriers for navigation systems;
- Removal of damage caused by fire;
- Damage due to improper use or improper handling as well as incorrect loading (e.g. exceeding the permissible axle load, payload or trailer load);

- Damage resulting from exceeding maintenance intervals (pursuant to the Manufacturer's specifications);
- Services that become necessary because the Customer, unauthorized workshops or other third parties have performed improper, unprofessional works or made modifications to the Vehicle;
- Services for the removal of defects that are subject to warranty claims and/ or guaranty claims;
- Conversion and retrofitting of the Vehicle, for any reason whatsoever, as well as adaptation to statutory provisions coming into force after the date of initial registration;
- Maintenance works that pursuant to the maintenance booklet or operating instructions must be carried out daily or weekly; such works shall fall within the Customer's responsibility;
- Cleaning, air condition disinfection, washing, paint care and cosmetic repairs;
- Removal of corrosion damage and corrosion prevention control;
- Removal of damage to Tires, rims and wheel attachments as well as any consequential damage resulting therefrom;
- Vehicle assessment, unless associated with the replacement of defective parts of the axle/ steering geometry;
- Removal of broken glass, replacement of bulbs and removal of damage to the lighting of the Vehicle, as far as this is due to breakage;
- Supplementing, inspection and repair of accessories, such as spare wheel, fire extinguisher as well as tools;
- Testing of tachographs;
- Repair works due to a clogged Fuel Line, Fuel Shortage, polluted or unsuitable Fuel as well as due to parafined diesel Fuel;
- Refilling Fuels and additives for after-treatment of exhaust gases (e.g. AdBlue®, urea);
- Replenishing supplies (e.g. engine oil, window cleaning agents, etc.) between service intervals;
- Assumption of towing and recovery costs;
- Assumption of accident-related ancillary costs, such as Mileage allowance, travel expenses, replacement Vehicle costs, loss or damage to goods, lost profits;
- Assumption of damage caused by excessive immobilization.

**B.4.4.** If the Service Component "Maintenance and Repair" is indicated with the addition "without Service Rate" in the Lease Configuration, the following shall apply: Athlon's service obligation shall end upon reaching the Mileage stipulated for the entire Term ("Total Mileage") and no later than upon the expiration of the Term stipulated in the Lease Configuration or, in case of early termination of the Lease Contract, at the time of its termination.

**B.4.5.** Inspection and maintenance works must be carried out at the earliest from 2,000 km or 4 weeks prior to their due date and must be carried out at the latest once their due date is reached. If repair and maintenance works on the Vehicle are carried out outside of Germany, Athlon shall assume the costs only up to the amount that would have been incurred had the relevant works been carried out domestically by an Athlon Service Partner. The foreign value-added tax and German import sales tax, if any, as well as customs duties shall be borne by the Customer. If Athlon has initially assumed such costs, this shall not constitute an acknowledgment of the assumption of costs and such costs shall be reimbursed to Athlon by the Customer.

**B.4.6.** Athlon may refuse the execution of repairs if the estimated costs of repair are disproportionate for economic reasons. Should the serviceability and/ or road safety of the Vehicle not be guaranteed without the repair, Athlon will provide the Customer with a comparable replacement Vehicle for the remaining Term on equal conditions.

**B.4.7.** The Customer shall be obligated to check the proper execution of the works, the functionality of the Vehicle as well as the complete entry in the (electronic) service booklet immediately after their completion and to report any obvious defects without delay to the workshop for and on behalf of Athlon and demand the removal of the defects. In case of a dispute, the Customer shall be obligated to notify Athlon without delay.

**B.4.8.** If the Customer fails to have due maintenance work carried out on time and if warranty or guaranty claims are voided as a result, the Customer shall bear the additional costs caused thereby. The same shall apply to costs that result from not using any customary goodwill.

## B.5. Tires

### B.5.1. Type of accounting

It is possible to agree the option Closed Account or Open Account for compensation of the Service Component "Tires". The type of accounting chosen follows from the Lease Configuration. If the Lease Configuration does not contain any information regarding this matter the type "Closed Account" shall be understood as agreed. The following shall apply:

- a) With the option Open Account the Customer will be charged the costs Athlon has actually incurred for rendering the Service Component. With the monthly Total Lease Rate the Customer first makes a flat advance payment as service rate. Upon termination of the Lease Contract Athlon shall compare the cost actually incurred for the individual Service Component and the collected Service Rates (excluding the Management Rate) and prepare a detailed final account or credit note; Athlon will not provide proof by means of individual receipts. If Athlon receives cost accounts at a later date, Athlon may correct the final account accordingly. With the Open Account option, the Customer shall bear the cost risk associated with the Service Component.
- b) If the Closed Account option has been stipulated, the Service Rate shown in the Lease Configuration shall be Athlon's compensation for rendering the Service Components within the framework of the agreed Mileage and Term. The cost risk associated with the Service Components shall be borne by Athlon in this case.

**B.5.2.** As part of the Service Component "Tires", Athlon shall assume the costs for the tire services stipulated in the Lease Contract. If agreed, such services shall be shown in the Lease Configuration and may include:

- Replacement of summer and/ or winter Tires pursuant to the limitation in the Lease Contract incl. fitting aids, balancing, disposal of used Tires (tire replacement limited);
- Unlimited tire replacement to a certain number incl. fitting aids, balancing, disposal of used Tires (tire replacement unlimited);
- Assumption of tire changing costs (changing the complete summer and/or winter wheels including tools and balancing as part of the seasonal wheel change);
- Assumption of storage costs;

The period for obtaining winter wheels respectively the seasonal period for the wheel change shall usually begin on 15 September and end on 30 April of the following year. The Customer shall have no claim for additional storage of the wheels for the current summer/ winter period due to changes in the location of the Vehicle.

**B.5.3.** In addition, additional services may be stipulated within the scope of individual availability. Such additional services shall be shown accordingly in the Lease Configuration and may include:

- Complete winter wheels ex works;
- Wheel covers.

If "complete winter wheels ex works" has been selected, the wheelset not installed at the time of Vehicle takeover shall either be handed over to the Customer together with the Vehicle or a voucher or the like shall be issued by the supplier to the Customer, regulating the details of the procurement of the wheels. Any other possibly stipulated tire services shall be procured exclusively through the Athlon Tire Partner. The Customer shall be responsible for any potentially required transport of the uninstalled wheelset to the Athlon Tire Partner. If "wheel covers" have been selected, the Customer shall be entitled to procure wheel covers once through the Athlon Tire Partner accessories wheel covers.

**B.5.4.** Athlon shall bear the costs of tire services only in case of fair wear and tear (wearing). Athlon shall pay only the costs of the tire sizes and types specified in the Lease Configuration; the meaning of the tire type codes used there is available at [www.athlon.com/de/support/formulare-dokumente](http://www.athlon.com/de/support/formulare-dokumente). Athlon may select the tire make at its own discretion. To the extent possible (e.g. deliverability, availability), Athlon shall select premium brand Tires. Any tire renewal may be carried out only once a wear limit of 4 mm has been reached for winter Tires and 2 mm for summer Tires. If the Customer causes the Tires to be changed before such wear limit has been reached, Athlon may demand compensation from the Customer for the resulting additional costs. If the Customer has spent its stipulated contingent in case of limited tire replacement, Athlon shall advance the costs for any additional tire procurement and then charge them to the Customer. Such claim shall be due and payable immediately.

**B.5.5.** The "winter Tires" service shall include installation on separate rims. If installation of the winter Tires on alloy rims has been stipulated, this shall be specified in the Lease Configuration (shown as "alloy rim"). Otherwise, the additional "winter Tires" service shall include installation on steel rims. The rim make shall be selected by Athlon in case of alloy rims and steel rims. If the feature "alloy rim" is not shown in the Lease Configuration and if it transpires after the calculation date that due to the design, only alloy rims can be used, the Customer shall be obligated to reimburse the resulting additional costs upon invoicing by Athlon.

**B.5.6.** Due to legal requirements, the Vehicle must be equipped with a so-called Tire Pressure Monitoring System ("TPMS"). If the TPMS does not rely on the existing sensors in the Vehicle (so-called indirect system), the costs of additional systems installed on the tire (so-called direct TPMS) have been taken into account in the calculation of the Total Lease Rate. If the Manufacturer converts an indirect to a direct TPMS after the calculation date, the Customer shall be obligated to reimburse the resulting additional costs upon invoicing by Athlon.

**B.5.7.** The following services shall not be included in the Service Component "Tires":

- Tire repairs;
- In case of damage due to violence or due to improper use, any assumption of the costs by Athlon shall be excluded. This shall be the case in particular if the damage is due to the failure to comply with the prescribed tire pressure, if the axle geometry has been altered due to external influences, if damage has occurred due to contact with pointed or sharp objects, the tire and/ or the rim has been willfully damaged/ destroyed.

**B.5.8.** Clause B.4.7. shall apply accordingly.

## B.6. Vehicle Tax

**B.6.1.** If the Service Component "Vehicle Tax" has been stipulated, Athlon shall advance the Vehicle Tax for the Vehicle to the competent authority on behalf of the Customer. The Customer shall assign any claims against the authorities for reimbursement of tax amounts to Athlon. Athlon hereby accepts such assignment.



**B.6.2.** The Customer shall be obligated to send the relevant tax returns without delay upon receipt and in due time prior to the due date specified therein to Athlon. The Customer shall bear any disadvantages resulting from a delay (e.g. dunning fees).

**B.6.3.** In the case of changes to the calculation or to the amount of Vehicle Tax, the Service Rate stipulated in the Lease Contract generally shall not be adjusted during the Term; Athlon may, however, at its discretion request an adjustment of the Total Lease Rate (cf. clause A.6.). Settlement shall take place after termination of the Lease Contract in the context of target/ actual cost accounting, where any payments (without Management Rate) made shall be compared to the actual Vehicle Tax incurred. Athlon shall refund the Customer for any overpayments received by Athlon; shortfalls shall be compensated by the Customer.

**B.6.4.** Athlon shall be entitled to demand that the Customer repay any Vehicle Taxes paid pro rata that go beyond the end of the Term of the Lease Contract.

## B.7. Broadcasting Fee

**B.7.1.** The scope of services for this Service Component shall include the purely administrative processing in the name and for account of the Customer vis-à-vis the competent body. If this Service Component has been stipulated, Athlon shall assume registration and deregistration of the receiver unit in the Vehicle with the competent body and advance the due Broadcasting Fee.

**B.7.2.** In case of changes to calculation or the amount of the Broadcasting Fee, the Service Rate stipulated in the Lease Contract shall be adjusted during the Term (cf. clause A.6.).

## B.8. UVV-Inspection

As part of the Service Component "UVV-Inspection", Athlon shall assume the costs of the annual inspection of the Vehicle pursuant to the Accident Prevention Regulations applicable to Vehicles (currently: Sec. 57 DGUV 70 - Vehicles) (hereafter: "UVV-Inspection"), provided this was carried out by an Athlon Service or Tire Partner. The inspection in accordance with any other applicable accident prevention regulations, in particular with regard to accessories (e.g. charging cables) as well as installation in and modifications of the Vehicle shall not be included in the scope of performance.

## B.9. Fuel

**B.9.1.** If the Service Component "Fuel" has been stipulated, Athlon shall provide the Customer with fuelling and charging cards (hereinafter collectively referred to as "Fuel Cards" in the amount agreed, which shall remain the property of the company indicated on the Fuel Card. If the Fuel Card Acceptance Point or the Operator of an Electric Vehicle charging station (hereinafter referred to as "Acceptance Point") accepts the Fuel Card, the Customer may use the Fuel Cards for cashless purchases of Fuel in the name and for account of Athlon and – if agreed – Electricity and other goods or services at the respective Acceptance Points. For this purpose, the Customer shall initially enter into a contract with the respective Fuel Card cooperation partner of Athlon in the name and for account of Athlon by using the Fuel Card. At the same time, by using the Fuel Card, the Customer shall purchase the purchased Fuel, the purchased Electricity as well as the purchased goods and services from Athlon in his own name and for his own account. By using the Fuel Card, the Customer or the user of the Vehicle recognizes the accuracy of the purchase, the prices and the payment obligation vis-à-vis Athlon. To meet its duties, Athlon uses its respective Fuel Card cooperation partner as vicarious agent, which in turn may use the Acceptance Points as vicarious agents. Insofar as the Acceptance Points use general terms and conditions, they shall apply accordingly

to the relationship between Athlon and the Customer (e.g. liability regulations). Athlon shall not assume any liability for the acceptance of the Fuel Cards at the individual Acceptance Points.

**B.9.2.** For the purchase of Fuel, Athlon shall charge and invoice the Customer for the Pump Price displayed at the time of Fuel Purchase or – if applicable – as specified by the respective Fuel Card cooperation partner (daily) fixed price.

Athlon shall send the Customer the respective (daily) fixed prices of the Fuel Card cooperation partner regularly in the form of a newsletter to the e-mail address provided to Athlon (see clause A.21.4.). If no e-mail address has been provided, the Customer undertakes to provide Athlon with one for this purpose. Athlon shall reserve the right to unilaterally change announcement of the (daily) fixed prices and replace the announcement with a new, suitable medium. The Customer shall be notified of such changes by Athlon with a notice period of 5 working days in advance. Should the (daily) fixed price be no longer available in the future, the Fuel Price displayed at the pump at the time of Fuel Purchase shall be deemed agreed until agreement has been reached on a new price basis.

**B.9.3.** If the Customer purchases Electricity using the Fuel Card, Athlon charges and invoices the charging column price shown for the respective charging column at the time the Electricity is supplied. The unit of billing (e.g. time-based, in kWh) is determined by the respective Acceptance Point. In order to access the prices, it may be necessary to download an application from the Fuel Card cooperation partner or to visit their website.

**B.9.4.** When using Fuel Cards, the Customer shall purchase goods or services from Athlon at the respective prices displayed at the Acceptance Point at the time of delivery or performance.

**B.9.5.** When using the Fuel Cards abroad, the prices following from clauses B.9.2. – B.9.4. plus the applicable VAT in the respective country of destination shall be stipulated by Athlon and the Customer as the applicable price. Settlement between Athlon and the Customer shall be done in euros, whereby the exchange rate used by the Fuel Card cooperation partner vis-à-vis Athlon shall be used as the basis for any required conversion. There shall be no separate statement of the (foreign) value added tax in such case.

**B.9.6.** Athlon shall prepare and send a monthly settlement for the claims under the contracts concluded between Athlon and the Customer for the purchase of Fuel, Electricity and possibly of additional goods and services.

**B.9.7.** The Customer shall raise any objections to the accuracy of the settlement vis-à-vis Athlon in writing within 2 months from the invoice date. After said period, the settlement shall be deemed approved.

**B.9.8.** If requested by the Customer, Athlon shall provide a consolidated summary of the purchased Fuel or Electricity as well as the other products, including the place and time of purchase, for all Fuel Purchase Cards obtained by the Customer (in the context of this or of any other Lease Contracts concluded with Athlon). The Customer shall be obligated to enter the current Mileage after refueling in the terminal at the filling station. The correct recording of the Mileage shall be a necessary condition for Athlon to be able to prepare the summary of services obtained relating to Fuel.

**B.9.9.** The Customer shall be obligated to keep the PIN code provided to it for use of the Fuel Cards secret and to disclose it only to persons authorized by it to use the Fuel Cards. The PIN code must not be noted on the Fuel Cards. The Customer shall also impose such non-disclosure obligation upon the users of the Vehicle. The costs for the effort associated with the re-allocation of PIN codes shall be borne by the Customer (see clause A.5.5.). It undertakes to ensure that the Fuel Cards are not made accessible to unauthorized third parties, in particular that they are not stored in unguarded Vehicles.

**B.9.10.** Upon termination of the Lease Contract or in the event of extraordinary termination of the Service Component "Fuel" pursuant to clause B.1.3., the Fuel Cards shall be blocked or collected via the Acceptance Points. The Customer shall be obligated to invalidate or destroy them without delay, unless they have been collected. Irrespective of any extraordinary termination, the Customer or the holder of the Fuel Card shall be prohibited from using it if insolvency proceedings are instituted against the Customer's assets or if the Customer's financial situation deteriorates significantly, resulting in a concrete risk to contractual performance by the Customer. In this case as well, Athlon shall be entitled to block the Fuel Cards or to collect them via the Acceptance Point.

**B.9.11.** The Customer shall notify Athlon about destruction, loss or theft of the cards, first by phone and without delay in writing (cf. also clause B.2.4). If Athlon is unavailable, in particular outside of normal business and service hours, on weekends and/ or on public holidays, the Customer shall make such report directly to the company indicated on the Fuel Card, notifying Athlon in writing at the same time. Until the card has been blocked, the Customer shall be liable for any purchases made using its Fuel Card.

**B.9.12.** Athlon shall be entitled to terminate the Service Component "Fuel" in whole or in relation to individual Fuel Cards prior to regular termination of the Lease Contract if the respective Fuel Card cooperation partner terminates the business relationship with Athlon. In all other respects the Lease Contract continues to apply. In this case Athlon will endeavor to offer the Customer a suitable alternative.

## B.10. Damage Waiver

**B.10.1.** If the Service Component "Damage Waiver" has been stipulated in the Lease Contract, the Customer shall be liable vis-à-vis Athlon in deviation from clause A.8.1. pursuant to the following provisions for any damage, destruction or loss of the Vehicle and of any Vehicle parts and Vehicle accessories fixed to the Vehicle that are owned by Athlon (hereinafter "Damage Waiver"). The following parts shall be considered accessories in the above sense:

- Vehicle parts which are permanently installed in the Vehicle or permanently attached to the Vehicle at the factory.
- Vehicle accessories which are permanently installed in the Vehicle or attached to the Vehicle or stored in the Vehicle under lock and key, insofar as they are required by law or serve the operation of the Vehicle or breakdown assistance. This also includes original charging cables or charging cable adapters.

Only parts that are included in the Lease Contract between Athlon and the Customer shall be deemed accessories.

In deviation from clause A.10.1., the Customer shall not be obligated to take out Comprehensive Insurance when stipulating this Service Component.

**B.10.2.** The Damage Waiver shall apply within the countries in which use is permitted in accordance with clause A.13.5. If the Customer has been given Athlon's approval to permit use by third parties, the Damage Waiver shall apply to the Customer itself as well as to the persons authorized to use ("authorized users"). Knowledge and conduct of the authorized users shall be attributed to the Customer as its own knowledge or conduct.

**B.10.3.** The Damage Waiver shall apply exclusively to the damage specified in a) through i). If the Damage Waiver applies according to the following provisions, the Customer shall be liable vis-à-vis Athlon for any damage pursuant to

- lit. a) to g) only up to the maximum amount specified as HP 1 in the Lease Configuration, and
- lit. h) and i) only up to the maximum amount specified as HP 2 in the Lease Configuration.

### HP 1:

- a) Damage caused by fire or explosion: Fire shall mean a fire with flames that has started without an intended cooker or has left it and that is able to expand on its own. Damage from smoldering or singeing shall not be deemed fire. Explosion shall mean a sudden burst of power based on the expansion of gases or vapors.
- b) Damage caused by theft: This shall include theft, robbery and surrender of the Vehicle due to extortion. Damage caused by embezzlement shall be covered by the Damage Waiver if the Vehicle is not provided to the offender for use in his own interest, for sale or under retention of title. Unauthorized use shall be covered by the Damage Waiver only if the offender is not entitled at all to use the Vehicle. Unauthorized use shall not apply in particular if the offender was commissioned by the Customer/ authorized driver to take care of the Vehicle (e.g. workshop staff). The Damage Waiver shall not apply if the offender has a close relationship with the Customer/ authorized driver (e.g. relatives)
- c) Damage caused by direct impact of storm, hail, lightning or flooding on the Vehicle: A storm shall mean a weather-related movement of air of at least wind speed 8. This shall include damage caused by objects that are thrown onto or against the Vehicle by such forces of nature. Excluded are damages that are due to conduct by the driver caused by such forces of nature.
- d) Damage caused by a collision of the moving Vehicle with animals.
- e) Breakage of the glazing of the Vehicle: Glazing shall mean glass and plastic windows (e.g. front, rear, roof, side and separating windows), mirrored glass and luminaire covers. Glazing shall not include glass and plastic parts of measuring, assistance, camera and information systems, solar modules, displays, monitors as well as illuminants. Consequential damage shall not be included. The maximum liability amount shall be reduced to € 0 for glass damage due to stone chipping, insofar as the pane is repaired.
- f) Damage caused by animal bite. The Damage Waiver shall include direct damage caused by animal bites (e.g. by a marten) to cables, hoses and lines of the Vehicle. Direct consequential damage to the Vehicle caused by animal bites shall be covered up to € 7,500 per claim.
- g) Short circuit damage to the wiring: The Damage Waiver shall include damage to the wiring of the Vehicle due to a short circuit.

### HP 2:

- h) Damage caused by an accident, i.e. by an event suddenly acting directly from the outside with mechanical force. In particular, any accident damage shall not include damage to the Vehicle, where the sole cause is a braking operation that occurs exclusively as a result of an operation (e.g. wrong operation, skidding load) caused solely by material fatigue, overuse or wear, twisting damage or damage between towing and towed Vehicle or trailer without external influence (e.g. maneuvering damage to the towing Vehicle by the trailer).
- i) Damage caused by willful or malicious actions of persons who are in no way entitled to use the Vehicle. Entitled persons shall include in particular persons who have been commissioned by the Customer to look after the Vehicle (e.g. persons entitled to use company cars, employees of the Customer) or who are related persons of the authorized Vehicle user (e.g. family members or household members).

**B.10.4.** In particular the following damage shall be excluded from the Damage Waiver:

- a) Damage caused intentionally by the Customer. Athlon shall waive any objections citing gross negligence in causing the

claim. However, such waiver shall not apply in the following cases:

- The driver is unable to safely drive the Vehicle because of alcoholic beverages or other intoxicants. The Customer furthermore must not make it possible for a driver to drive the Vehicle who is unable to safely drive the Vehicle because of alcoholic beverages or other intoxicants.
- The Customer allows the theft of the Vehicle or of Vehicle parts and Vehicle accessories fixed to the Vehicle that are owned by Athlon.

In such instances of damage caused by gross negligence, Athlon shall be entitled to reduce the Damage Waiver in proportion to the seriousness of the Customer's fault.

- b) Damage caused on the occasion of participation in driving events, which aim to achieve maximum speed. This shall also apply to associated practice drives.
- c) Damaged or destroyed Tires However, the Damage Waiver shall apply if the Tires are damaged or destroyed as a result of an event that has simultaneously caused other damage to the Vehicle in question that is subject to the Damage Waiver.
- d) Damage caused by war, warlike events and civil unrest. This shall apply regardless of whether other causes participate. However, late damage of past wars (e.g. by explosion of unexploded ordnances decades after the end of the war) shall be covered.
- e) Damage caused by nuclear energy, nuclear radiation or radioactive substances. This shall apply regardless of whether other causes participate.
- f) Damage to the Vehicle caused solely by an operating procedure, e.g. due to incorrect operation, incorrect filling or slipping loads.

**B.10.5.** The Customer shall have the following obligations under the Damage Waiver:

- a) The Vehicle may be used only for the purpose stated in the Lease Contract.
- b) The Vehicle may be used only by an authorized driver (cf. clause A.11.3). In addition, the Customer must not allow use of the Vehicle by any unauthorized driver.
- c) The driver of the Vehicle may use the Vehicle on public roads or places only with the required driving license. The Customer furthermore must not allow use of the Vehicle by a driver who does not hold the required driving license.
- d) The Customer shall be obligated to notify Athlon according to clause B.14.3. about any damage event that may lead to a claim under the Damage Waiver.
- e) If the police, the public prosecutor or any other authority investigates the damage event, the Customer shall be obligated to notify Athlon without delay, even if it has already notified Athlon of the damage event.
- f) The Customer shall be obligated to do everything that may serve to clarify the damage. This shall mean, in particular, that it must truthfully and completely answer all of Athlon's questions about the circumstances of the damage event and about the extent of the damage and must not leave the scene of the accident, unless the necessary findings have been made (e.g. regarding alcohol or drug use by the driver causing the accident). To the extent reasonable, the Customer must follow the instructions given by Athlon.
- g) The Customer shall be obligated to ensure the avoidance and reduction of damage as far as possible upon occurrence of the damage event. To the extent reasonable, it must follow the instructions given by Athlon.
- h) Insofar circumstances permit, it must seek instructions from Athlon before commencing sale or repair of the Vehicle, as well as of the Vehicle parts and Vehicle accessories

fixed to the Vehicle. It must also follow Athlon's instructions as far as it is reasonable for it to do so.

- i) In case of damage caused by theft, fire or collision with animals, the Customer shall be obligated to report the damage event to the police without delay.
- j) The Customer must inform Athlon in advance in case of repair and leave the selection and commissioning of the workshop to Athlon (cf. clause B.14.4.). If the Vehicle is no longer roadworthy, Athlon shall exempt the Customer from the costs for towing from the place of damage to the nearest repair shop or the nearest parking space up to an amount of € 500 (net) in accordance with the further requirements of this clause B.10. Standing costs are not covered by the Damage Waiver and may be charged to the Customer.
- k) If the Customer has claims to compensation for damages or benefits against third parties (e.g. insurance companies) that fall under the Damage Waiver in accordance with this clause B.10., these performance obligations shall have precedence over Athlon's obligations under the Damage Waiver and shall be asserted with priority.

If the Customer deliberately violates any of the aforementioned obligations, the Damage Waiver shall not apply. If it violates any of its obligations with gross negligence, Athlon shall be entitled to reduce the Damage Waiver in proportion to the seriousness of the Customer's fault. If it demonstrates that it has not violated the obligation with gross negligence, the Damage Waiver shall apply. This shall also apply if the Customer demonstrates that the breach of duty did not cause either the damage event or determination or scope of the Damage Waiver. The above shall not apply if the Customer willfully violates its duty.

**B.10.6.** Athlon shall charge the Customer for the amount shown in the Lease Configuration for the Damage Waiver per Vehicle (hereinafter "Damage Waiver Amount"), which shall constitute a component of the Total Lease Rate.

**B.10.7.** For Customers with an average stock of at least 20 active Lease Contracts in the calendar year where the Service Component Damage Waiver has been stipulated (hereinafter "Damage Waiver Contracts"), the Damage Waiver Amount shall be adjusted annually in accordance with the provisions of clause B.10.8. Contracts identified as salary conversion contracts shall be excluded from the adjustment. The following calculation considers as "Active Lease Contracts" all Lease Contracts between Athlon and the Customer that were active on at least one key date of the relevant base year (cf. clause B.10.8.) and do not constitute salary conversion contracts. The Base Year shall be the calendar year that directly precedes the calendar year where the adjustment is made in accordance with the following clause B.10.8.

**B.10.8.** The average portfolio of active Damage Waiver Contracts with the Customer shall be calculated as follows:

$$\frac{\text{Number of active Damage Waiver Contracts as of the 15th day of each month during the Base Year (key days)}}{12}$$

12

Athlon shall determine a loss ratio for each customer as at 15 April of each year. The loss ratio shall be calculated as a percentage of the ratio of all claims expenditures relating to the individual customer (sum total of all payments made or determined for future payment) for the removal of any damage incurred during the Base Year that is covered by the Damage Waiver (excluding statutory VAT) relative to the sum total of all Damage Waiver Amounts of the respective customer for active Lease Contracts (sum total of all Damage Waiver Amounts paid for the Base Year excluding statutory VAT). Using the loss ratio, the Damage Waiver Amount for the calendar year following the Base Year shall be adjusted as follows:

The amount of the respective Damage Waiver Amount shall be reduced

- by 20% in case of a loss ratio of less than 30%

- by 15% in case of a loss ratio of less than 40%
- by 10% in case of a loss ratio of less than 50%

The amount of the respective Damage Waiver amount shall be increased

- by 10% in case of a loss ratio of more than 80%
- by 20% in case of a loss ratio of less than 90%
- by 30% in case of a loss ratio of more than 100%
- by 40% in case of a loss ratio of more than 110%
- as per individual agreement, but at least by 70% in case of a loss ratio of less than 120%

The adjustment of the Damage Waiver Amount shall apply retroactively as at 01 January of the year following the respective Base year. Any deficits or surpluses resulting from the adjustment of the Damage Waiver Amount shall be reported together with the next Total Lease Rate following the adjustment. Deficits shall be payable together with such Total Lease Rate. Any surpluses shall be offset against such Total Lease Rate and paid out if necessary.

If the loss ratio determined is above 120% and an individual agreement on the adjustment of the Damage Waiver Amount is therefore required, Athlon shall send the Customer an offer for the adjustment stating a period for acceptance. If the Customer does not accept the offer within this period, it shall be deemed rejected. In this case, Athlon may terminate the Service Component "Damage Waiver" with a notice period of 8 weeks to the end of the month. From the date of termination of the Service Component, the Customer shall provide full insurance cover in accordance with clause A.10.1. and provide evidence of this. If the Customer accepts the offer, the provisions of the preceding paragraph shall apply.

**B.10.9.** Any damage covered by the Damage Waiver shall be reported to Athlon to the 24/7 service hotline indicated on the service card. Claims shall be processed pursuant to the regulations set forth in clause B.14. The Service Component "Damage Service" shall be stipulated whenever the Damage Waiver is agreed.

### B.11. Vehicle Insurance

**B.11.1.** If the Parties stipulate the Service Components "Liability Insurance" and possibly "Comprehensive Motor Insurance" in the Lease Contract, the Customer shall be included in a group insurance contract between Athlon and an insurer selected by Athlon as insured person. Athlon shall be entitled to change the insurer during the Term of the Lease Contract, unless this results in disadvantages for the Customer. The Lease Configuration shall indicate whether the areas of "Liability Insurance" and possibly "Comprehensive Motor Insurance" are included. The amount of the agreed deductibles for damage under full and partial comprehensive cover shall follow from the Lease Configuration.

**B.11.2.** The respective scope of services shall result from the respective applicable insurance terms to be provided by Athlon online at [www.athlon.com/de/support/formulare-dokumente](http://www.athlon.com/de/support/formulare-dokumente). The Customer shall not be entitled to have an insurance policy or insurance certificate issued.

**B.11.3.** The obligations arising under the insurance relationship shall be fulfilled by the Customer or by the respective driver; this shall also apply to the duties of the policyholder, unless it has been agreed that they shall be fulfilled by Athlon (e.g. payment of the premiums to the insurer). In case of damage, a proper claims notification shall be submitted to Athlon without delay following the occurrence of the damage event using the contact details for damage events. The risk of the (partial) release of the insurer from payment (e.g. in case of breach of duty by the Customer or by the driver) shall be borne by the Customer, unless Athlon is responsible for the reason for such release.

**B.11.4.** For the Service Component "Liability Insurance" and possibly "Comprehensive Motor Insurance", Athlon shall charge the Customer the flat-rate insurance fees shown in the Lease Configuration. The Term of the Service Components "Liability Insurance" and "Comprehensive Motor Insurance" and the relevant flat-rate insurance fee payable for them shall apply only until the end of the calendar year (or until the date of termination of the Lease Contract). If the flat-rate insurance fee is adjusted as a result of premium adjustments by the insurer, Athlon shall in principle first provide the Customer with an adjustment offer. If no agreement on an adjustment is reached, either Party shall be entitled to terminate the Service Component with a notice period of 4 weeks, effective from the end of the calendar year. In the absence of such termination, the Term of the Service Component shall be renewed for another year, but not beyond termination of the Lease Contract; the conditions shall remain in full force and effect in such case. In the event of termination of the Service Components, the Customer shall ensure and demonstrate uninterrupted insurance cover from the time of termination pursuant to clause A.10.1.

### B.12. GAP Protection

**B.12.1.** If the Service Component "GAP Protection" has been stipulated, Athlon shall, in the event of early termination of the Contract pursuant to clause A.10.6. waive any difference in favor of Athlon between (i) the Athlon's claim against the Customer under clause A.15. and (ii) the Vehicle's replacement value. Replacement value shall be the price determined by an expert that must be paid for the purchase of an equivalent used Vehicle on the day of the damage event.

**B.12.2.** The waiver of the aforementioned claim shall be contingent upon receipt of the insurance benefit by Athlon within 3 months, calculated starting from the day of the damage event. If the insurer does not pay compensation equivalent to the replacement value (less any Residual Value of the Vehicle, if any), the difference shall be compensated by the Customer. Deductions by the insurer due to stipulated deductibles or other deductions under the terms of the insurance contract shall be borne solely by the Customer.

**B.12.3.** If no payment is made within the aforementioned period, the Lease Contract shall be settled pursuant to clause A.15. If the Customer demonstrates that it has received compensation from the insurer at a later date, Athlon shall reimburse the Customer for the difference pursuant to clause B.12.1.

### B.13. Insurance Premium Management

**B.13.1.** If the Service Component "Insurance Premium Management" has been stipulated, Athlon shall pay the insurance premium agreed by the Customer with its Vehicle insurer and invoice it to the customer on a monthly basis together with the Total Lease Rate. This shall require that the Customer only agrees on piece premiums with its insurer. Athlon shall assume the purely administrative processing in the name and for account of the Customer vis-à-vis the Customer's insurer. The Customer's contractual partner with regard to the insurance benefits shall be exclusively the insurer chosen by the Customer.

**B.13.2.** The Customer shall send the insurance certificate to Athlon in good time, stating the insurance premium and the deductible, and nominate a contact person with the insurer.

**B.13.3.** The Customer must send the relevant premium invoices without delay upon receipt and in due time prior to the due date specified therein to Athlon. The settlement period covered by the relevant premium invoices may not exceed one quarter. The Customer shall bear any disadvantages resulting from a delay (e.g. dunning fees).

**B.13.4.** In the event of changes in the calculation or the amount of the insurance premium, the Service Rate stipulated



in the Lease Contract may in principle be adjusted during the Term (cf. clause A.6.). After termination of the Lease Contract a target/ actual cost accounting shall be made, where any payments made (without Management Rate) shall be compared to the actual insurance premiums incurred. Athlon shall refund the Customer for any overpayments received by Athlon; shortfalls shall be compensated by the Customer.

#### **B.14. Damage Service**

**B.14.1.** The scope of service of this Service Component shall include - regardless of whether the damage event was caused by the Customer itself or by third parties - the central control of the claims settlement process by Athlon in the event of damage events within the Federal Republic of Germany. This shall comprise the following services:

- a) Recording the damage according to the customer's report to the 24/7 service hotline;
- b) Commissioning of towing companies (if the Vehicle is not roadworthy);
- c) Commissioning of experts;
- d) Commissioning of repair by a workshop authorized by Athlon;
- e) Arranging a replacement Vehicle;
- f) As the case may be, requesting the claim notice as well as the review and forwarding to the comprehensive insurer;
- g) Advancing towing, expert, repair and replacement Vehicle costs;
- h) Asserting the claim and settlement with the respective cost bearer.

**B.14.2.** Settlement of property damage or personal injury on the part of the Customer, the Vehicle user or the passengers as well as defense of third-party compensation claims raised in connection with the damage event against the Customer or Co-insured Persons shall not be owed. In such cases, Athlon shall merely forward the claims report by the Customer or by the user to the liability insurer.

**B.14.3.** Any damage shall first be reported to Athlon without delay via the 24/7 service hotline set up for this purpose. The phone number is indicated in the provided service card. Athlon is entitled to refuse to process claims that are reported late. Upon request a written claims report together with all damage-relevant documents (e.g. police accident report) shall be submitted to Athlon within one week from the occurrence of the damage. In addition, during the processing of the damage, Athlon may also request the Customer to provide any required or useful information and documents. The Customer shall furthermore be obligated to provide Athlon at the commencement of the agreement with all information necessary for the proper settlement of claim and to keep it up to date at all times (in particular, the name of the insurer and scope of coverage). If the Customer does not fulfill its duty to inform or if it provides Athlon with incorrect information, Athlon shall charge the Customer a reasonable processing fee for the additional work (see clause A.5.5.).

**B.14.4.** Athlon shall commission the measures required as part of the settlement of damages (e.g. commissioning of towing companies, experts, workshops) in its own name or on behalf of a service provider authorized by Athlon; Athlon shall select the commissioned companies. The damage caused to the Vehicle shall be repaired immediately; repairs may only be carried out in the workshops authorized by Athlon. Approval of repair shall be made - insofar deviating from clause A.10.3. - in any case by Athlon or by a service provider commissioned by Athlon. If upon the Customer's request, the repaired Vehicle is delivered to a place located more than 30 km from the place of damage, the resulting additional costs shall be borne by the Customer. The transport shall be organized by Athlon.

**B.14.5.** Athlon as owner of the Vehicle shall be entitled to all Vehicle-related Services of the respective cost bearers, in particular the insurer, resulting from the damage event. Athlon shall assert those claims autonomously or, if applicable, through a service provider commissioned by Athlon. The Customer shall not be entitled to assert Vehicle-related claims itself or assign them to third parties. The Customer undertakes to inform each Vehicle user about this prohibition of assignment. In case of damage caused by a third party, all Vehicle-related compensation claims against the responsible party or its Liability Insurance shall be asserted by a lawyer retained by Athlon in its own name. Upon conclusion of the Lease Contract, the respective claim holder shall assign any claims for loss of use to Athlon; Athlon shall accept such assignment. Upon request, the Customer shall issue a declaration of assignment for presentation to the insurers or other obligated parties. If the party against whom possible claims are asserted objects to the compensation in whole or in part, Athlon shall not be obligated to assert those claims in court.

**B.14.6.** Amounts for deductibles and/ or excess payments, expertise costs and all other costs that are not assumed by the vehicle liability and comprehensive insurance of the counterparty or where the insurer has refused cover or liability on the part of Athlon is ruled out under the Damage Waiver (cf. clause B.10.) shall be borne by the Customer who shall be invoiced by Athlon accordingly.

#### **B.15. Breakdown Assistance**

**B.15.1.** As part of the Service Component "Breakdown Assistance", the Customer may claim the services defined below in case of a breakdown and/ or accident (hereinafter: damage event). In addition to the following provisions, the conditions for the Service Component "Breakdown Assistance", status May 11, 2018 (hereinafter: "Breakdown Assistance Conditions") shall apply, which can be downloaded from [www.athlon.com/de/support/formulare-dokumente](http://www.athlon.com/de/support/formulare-dokumente), and which regulate in particular the specific scope of services, conditions of service and exclusions. Athlon shall use third parties for the provision of services.

**B.15.2.** In the event of a damage (as defined in the Breakdown Assistance Conditions), the following services may be provided, if the respective requirements are met:

- Breakdown/ accident assistance
- Towing
- Recovery
- Rental car (arrangement, advancement of costs)
- Hotel accommodation (arrangement, advancement of costs)

Type and scope of the services shall result from the Breakdown Assistance Conditions.

**B.15.3.** Services shall be provided only for eligible Vehicles and/ or eligible persons. Eligible Vehicles shall be such Vehicles that meet the following requirements:

- The Vehicle is registered in Germany
- Maximum 9 seats
- Maximum width: 2.55 m
- Maximum length (including trailer): 16 m
- Maximum height: 3.20 m
- Maximum total weight: 3,500 kg

Eligible persons shall be the passengers of an eligible Vehicle, including the driver, but not exceeding 9 persons.

**B.15.4.** Services shall be provided for claims that occur within Germany or one of the countries specified in the Breakdown Assistance Conditions.

**B.15.5.** The scope of services shall not include any damage that

- has been caused by force majeure, dangers of war, strikes, confiscation, regulatory compulsion, regulatory prohibitions, piracy, explosions of objects, as well as nuclear and radioactive impact;
- has been caused during participation in motor sport events and the associated practice drives;
- occur as a result of a defect on a trailer;
- has been caused by fire to the eligible Vehicle, unless this is due to a defect or damage that would constitute a warranty defect;
- occur on the load of the eligible Vehicle.

**B.15.6.** If a claim for performance consists of a Manufacturer's warranty (e.g. mobility guarantee), this must be utilized with priority.

**B.15.7.** In a damage event, the claims report and the use of the services shall be made exclusively via the hotline number provided by Athlon. As part of the claims report, all information requested by Athlon and the information requested in the context of the report must be provided and the issued instructions must be followed.

## **B.16. Assistance Cover**

**B.16.1.** Athlon and ROLAND-Schutzbrief Versicherung AG, Deutz-Kalker Str. 46, 50679 Cologne (hereafter: "Insurer") have entered into a framework agreement for a Vehicle assistance cover (hereinafter: "Assistance Cover Contract"). The policyholder under the Assistance Cover Contract shall be Athlon. If the Service Component "Assistance Cover" has been stipulated, the Customer shall accede to the Assistance Cover Contract as insured party; the insurance cover shall include the Customer, the eligible user and the eligible passengers of the respective Vehicle (hereinafter: "Co-insured Persons"). Athlon shall be entitled to replace the above-mentioned Insurer with a different insurer, unless this leads to any disadvantages for the Customer.

**B.16.2.** The scope of the Service Component shall be governed by the provisions of the Assistance Cover Contract existing between Athlon and the Insurer as well as by the Vehicle assistance cover conditions for companies (hereinafter: "FSB-U 2008") in the version valid at the time of entering (currently: status 01/2010). An excerpt from the regulations of the FSB-U 2008 with the relevant regulations for the Customer as well as the complete version of the FSB-U 2008 is available at [www.athlon.com/de/support/formulare-dokumente](http://www.athlon.com/de/support/formulare-dokumente) or may be requested from Athlon. If deviations from the regulations of the FSB-U 2008 have been agreed in the Assistance Cover Contract and if such deviations are relevant for the Customer, this shall be noted below.

**B.16.3.** When using the insured Vehicle, insurance cover shall exist for the eligible Vehicle user and the eligible passengers. All provisions made for the policyholder (Athlon) shall apply accordingly to the Co-insured Persons.

**B.16.4.** Vehicles within the meaning of these conditions shall be passenger cars, vans, trucks, camper vans and motorcycles registered in the name of Athlon or the Co-insured Person, if the Vehicles do not exceed

- a total width of 2.55 m,
- a total length of 10.00 m,
- a height of 3.00 m as well as
- a permissible maximum weight of 3.5 t.

**B.16.5.** The same shall apply to trailers when in use at the same time. All specified dimensions shall include the load. Trailers must not have more than one axle. Axles with a distance of less than 1 m shall be considered one axle. Vehicles that in terms of design and layout are meant for transporting persons may not exceed 9 seats (including the driver seat). In addition, camper vans shall be insured up to a height of 3.20 m including cargo and a maximum permitted weight of 3.5 t.

Vehicles that are not registered in the name of Athlon or of the Co-insured Person, but that are nonetheless part of the policyholder's or co-insured person's fleet shall also be included.

**B.16.6.** Section 4 paragraph 8 and paragraph 9 of the FSB-U 2008 shall not apply.

**B.16.7.** Type and scope of the insurance benefits shall follow from Section 1 of the FSB-U 2008.

- Section 1.1 Breakdown and accident assistance
- Section 1.2 Vehicle recovery after breakdown or accident
- Section 1.3 Vehicle towing after breakdown or accident
- Section 1.4 Continued travel or return in case of Vehicle failure
- Section 1.5 Overnight accommodation in case of Vehicle failure
- Section 1.6 Rental car in case of Vehicle failure
- Section 1.7 Spare parts shipment
- Section 1.8 Vehicle transport
- Section 1.9 Vehicle storage after Vehicle failure
- Section 1.10 Customs clearance and scrapping of the Vehicle
- Section 1.11 Vehicle retrieval after loss of driver

**B.16.8.** In deviation from Section 1.2 FSB-U 2008, in case of a breakdown or accident, commercially transported loads and luggage shall also be recovered. This shall apply only if the commercially transported load/ luggage is still inside the Vehicle to be recovered. The insurer will not reload any commercially transported load/ luggage.

**B.16.9.** Insurance cover shall be granted for insured events within Europe (geographically).

**B.16.10.** The Co-insured Person shall report the damage to the Insurer without delay via the 24-hour emergency call center specified by Athlon and come to an agreement with the insurer on its payment obligation.

**B.16.11.** Upon occurrence of the damage, the Co-insured Person shall fulfill the following obligations (cf. Section 6 FSB-U 2008):

- Keep the damage as low as possible and to follow the insurer's instructions.
- Allow the Insurer to make any reasonable inquiry into cause and amount of the damage and the scope of its compensation obligation as well as to submit original documents demonstrating the amount of the damage and, if necessary, release the attending physicians from confidentiality.
- Assist the Insurer in asserting claims against third parties that have been transferred to it on account of its services and to provide any documents required for this purpose.

**B.16.12.** The Co-insured Person shall lose the insurance cover if one of said obligations is violated intentionally. In case of grossly negligent violation of an obligation, the Insurer shall be entitled to reduce its performance in proportion to the severity of the fault on the part of the Co-insured Person. If the Co-insured Person demonstrates that the violation of an obligation was not caused by gross negligence, the insurance cover shall remain in force and effect. The insurance cover shall also continue to be in force and effect if the Co-insured Person demonstrates that the violation of the obligation was not the cause for occurrence or determination of the insured event or for determination or scope of the performance required by the Insurer. The above shall not apply if the Co-insured Person has violated the obligation maliciously. In case of intentional injury, the Co-insured Person shall retain insurance cover in such cases only insofar as the violation was not likely to seriously affect the interests of the Insurer or if the Co-insured Person is not significantly at fault.

**B.16.13.** The claims under the insurance contract may be asserted independently by the Co-insured Person.

**B.16.14.** Sections 7.1, 7.2, 8 and 13 FSB-U 2008 shall not apply.

#### **B.17. Flat Compensation Charge**

**B.17.1.** If the Service Component "Flat Compensation Charge" has been stipulated, a Flat Compensation Charge shall be specified in the Lease Configuration. Such Flat Compensation Charge shall be taken into account when returning the Vehicle pursuant to clause B.17.3. and B.17.4. below. The relevant fee payable by the Customer, which is included in the Total Lease Rate, shall correspond to a percentage share ("percentage") of the Flat Compensation Charge. Both the percentage and the Flat Compensation Charge shall also be specified in the Lease Configuration. The fee for the Service Component "Flat Compensation Charge" shall be divided by the number of complete months of the Term of the Lease Contract and the result shall be charged monthly in the same amount, together with the Total Lease Rate.

**B.17.2.** If the stipulated Term of the Lease Contract changes, the sum of the payments already made shall be deducted from the amount stipulated as a fee for the Service Component "Flat Compensation Charge" and the resulting amount shall be divided by the number of remaining complete

months during the Term of the Lease Contract and the result shall be charged monthly in the same amount, together with the Total Lease Rate. This shall initially be done together with the Total Lease Rate following the reclassification of the Contract.

**B.17.3.** If the Lease Contract is terminated pursuant to the Contract and the Vehicle is returned, the Flat Compensation Charge shall be offset against the costs to be reimbursed by the Customer for any damage due to the non-contractual condition of the Vehicle pursuant to the final invoice pursuant to clause A.17.1. a). Any setoff against missing parts, unrepaired accident damage or mercantile Reduced Values shall be excluded. If the Flat Compensation Charge is insufficient to cover the aforementioned damage, the Customer shall be obligated to make additional payments. Any remaining surplus from the Flat Compensation Charge payment shall be due to Athlon.

**B.17.4.** In case of a mutually agreed early termination of the Lease Contract, the "Flat Compensation Charge payment" calculated pro rata as of the actual termination date shall be deducted from the claims for possible Reduced Values in the redemption claim (cf. clause A.17.1. a)). Credit, if any, shall not be disbursed. Any remaining surplus from the Flat Compensation Charge payment shall be due to Athlon.