

This version of the GRT is a translation of the Original German GRT. In the event of any conflict between the German and the English version, the German version shall prevail.



General Rental Terms for Vehicle Rental Agreements with Companies

(hereinafter: "GRT")

1. Scope

The following General Rental Terms of Athlon Rental Germany GmbH, Am Seestern 24, 40547 Düsseldorf (hereinafter: Athlon) shall apply exclusively. These General Rental Terms shall supersede any Customer terms and conditions.

2. Conclusion of Contract, Rented vehicle

2.1 Upon the Customer's request, Athlon shall provide the Customer with a non-binding rental offer. If the Customer is interested in this non-binding rental offer, it must send it back to Athlon bearing a legally-binding signature, thereby submitting a binding offer to conclude a rental agreement with Athlon. Athlon shall accept the rental agreement through handover of the rented vehicle (hereinafter: RV) to the Customer or through sending the Customer an order confirmation. The Customer shall be bound to its offer for four weeks following receipt of all documents requested by Athlon. If Athlon accepts the offer after the expiration of the offer commitment period, this shall represent a new offer to conclude an agreement with the Customer. If the Customer does not reject this offer within two weeks, or if it accepts the RV, the rental agreement shall come into existence.

2.2 The RV is a vehicle in the price category indicated in the rental agreement. The Customer shall have no claim to the handover of a specific vehicle or vehicle type. The price categories are determined by the Athlon rental price list sent to the Customer. The Customer may receive a current rental price list upon request.

2.3 This is not substantiated through the handover of the RV. Athlon reserves the right to exchange the RV during the rental term for another vehicle in the same price category.

3. Rental period, Payment, Default

3.1 The rental agreement shall be concluded for an indefinite period, unless otherwise agreed in the rental agreement. Any statements regarding anticipated rental terms as part of Athlon's non-binding rental calculation are non-binding. The rental term shall begin upon handover of the RV to the Customer, but not before the date indicated in the rental agreement.

3.2 The first rental instalment shall be due upon handover of the RV. Further rental instalments shall be invoiced in one-month time intervals, and shall be due on the third business day of the current month for the upcoming month. If the RV is handed over or returned within the agreed term during a month, the first and last rental instalments shall be calculated at 1/30 of the agreed monthly rental instalment per day of use. If the Customer ends the rental agreement before the expiration of the first 30 days of the rental term, 2/30 of the agreed monthly rental instalment must be paid per day of use. If the Customer ends the rental agreement before handover of the RV, the Customer must pay a lump-sum compensation for damages (cancellation fee). Its amount shall be determined in accordance with the current rental price list. It is possible for the Customer to demonstrate lower damages. The Lessor reserves the right to assert further claims for damages.

3.3 If desired by Athlon, the Customer shall be obligated to provide Athlon with a basic SEPA direct debit mandate. The Customer must have received the pre-notification, through which the collection by means of the SEPA direct debit has to be announced, no later than 1 day before the due date.

4. Adjustment of Rental Instalment, Interim Billing

4.1 If costs over which Athlon has no control change during the contractual term, in particular taxes, duties, radio contributions, or if new taxes and/or duties are introduced, Athlon shall be entitled to adjust the rental instalment accordingly. Such adjustments shall not entitle the Customer to extraordinary termination of the rental agreement.

4.2 The Customer hereby undertakes to release Athlon in full from liability for all fees, duties, penalties, and fines for which it is responsible incurred during the use of the RV. Any administrative decisions regarding costs, etc. shall be transferred to the Customer including a processing fee, unless the Customer provides proof that Athlon has suffered no or has suffered lower costs or damages.

4.3 Athlon shall be entitled to create interim invoices for excess mileage if excess mileage has been driven. The Customer shall inform Athlon of the current mileage of the RV upon request for this purpose.

5. Delivery and Acceptance of the RV

Athlon shall deliver the RV to the Customer. The Customer shall bear the costs for delivery. The amount of these costs shall be determined in accordance with the current rental price list. The Customer shall be obligated to examine the RV promptly for defects. If the RV is in accordance with the agreement, the Customer shall promptly confirm the handover in writing (confirmation of acceptance), indicating the vehicle identification number. If the Customer ascertains any defects or discrepancies, objections must be filed promptly and in writing with Athlon or with the delivery provider (fulfillment agent). If the Customer makes no entries into the confirmation of acceptance, the RV shall be considered to be free from defects and in accordance with the agreement. Once received by Athlon, the confirmation of acceptance shall become an essential component of the rental agreement. The RV shall be transferred to the Customer with a full fuel tank. Insofar as the mileage of the RV is not stated on the confirmation of acceptance upon handover, the Customer shall inform Athlon of this within one week upon request. If the Customer does not do so, the last documented mileage shall be estimated.

6. Assumption of Risk, Limitation of Liability, Damaging Events

6.1 The Customer shall assume liability towards Athlon for damages to the RV, loss of the RV (including vehicle components), loss or damage to accessories of the RV and vehicle documentation, and any further damages incurred by Athlon due to the violation of contractual obligations. This shall only be the case if the Customer bears responsibility for the loss or damage. Besides its own fault, the Customer must also bear responsibility for the fault of persons coming into contact with the RV at its request or on its account. Under the condition that the Customer has paid the contractually agreed rental instalments, the liability of the Customer and authorized drivers shall be restricted in accordance with the following regulations.

6.2 The Customer shall be liable towards Athlon for any damages caused by simple negligence only up to the highest amount agreed in the rental agreement.

6.3 This limitation of liability shall not be valid for damages caused by gross negligence. In this case, the Customer shall be liable for an amount proportional to the severity of its fault towards Athlon. Additionally, the limitation of liability shall not be valid for instances of grossly negligent violation of a contractual obligation to be fulfilled by the Customer or driver. In this case, the Customer shall be liable for an amount proportional to the severity of its fault towards Athlon.

6.4 In the case of intentional damage or the intentional violation of obligations by the Customer or the driver, the Customer shall be liable without limitation.

However, the limitation of liability shall be valid if the grossly negligent or intentional violation of the obligation was neither the cause of the occurrence of the claim nor for its determination or its scope. This shall not apply if the obligation was violated intentionally.

6.5 The following damages are not included in the limitation of liability:

- Tire damages. By way of derogation, the limitation of liability shall only apply if the tires are damaged or destroyed due to an event that also caused other damages falling under the limitation of liability to the RV.
- Damages caused by use of the RV in an inappropriate manner or in a manner in violation of the agreement, in particular operating errors and misfueling.
- for brakes, transmission, and simple breakages.

6.6 In case of damage, the Customer must inform Athlon promptly and must describe the cause of the damaging event in writing. If the projected net repair costs are above € 1,500, this notification must occur through provision of a cost estimate by a workshop approved by Athlon. In case of an accident or theft involving the RV, the Customer shall also be obligated to inform the police promptly.

6.7 The Customer must take all necessary and appropriate measures to provide clarification of the damaging event. In particular, this shall include providing full and truthful answers to Athlon's questions regarding the circumstances of the damaging event. In case of an accident, the Customer may not leave the scene of the accident before the determinations required to assess the damaging event can be made.

6.8 The Customer may only order repairs after receiving a release declaration from Athlon. The Customer must commission a workshop approved by Athlon with the completion of the repair. If it is not possible to reach such a workshop, or not possible without an unreasonable amount of effort, repairs may be completed in another workshop. After each completed repair, the Customer shall be obligated to send Athlon a copy of the repair invoice.

6.9 The Customer shall bear unlimited liability for violations of statutory regulations committed during the rental term, in violations particular of traffic laws and of procedural rules, by the Customer or by persons coming into contact with the RV at its request.

6.10 If the Customer enters into default with the return of the RV, it shall bear unlimited liability from the beginning of the default - notwithstanding any other claims - for all damages that occur from this point forward.

7. Claims for Defects

7.1 The claims of the Customer against Athlon due to the condition, material and legal defects of the RV or due to its lack of usability shall be governed by statutory provisions unless the following provisions contain deviations.

7.2 The liability irrespective of culpability for a defect already existing at the time of the conclusion of this agreement pursuant to Sec. 536a paragraph 1 sentence 1 BGB (German Civil Code) shall be excluded.

7.3 A liability for defects by Athlon shall be excluded if the defect was caused through the inappropriate use of the RV, in particular due to operating errors made by the Customer or by persons coming into contact with the RV at the Customer's request, use of the RV in a manner contrary to this agreement, or unjustified modifications to the RV.

7.4 The preconditions for the assertion of warranty claims by the Customer are the immediate written notification of Athlon of the defect as well as the unsuccessful expiry of a reasonable grace period granted to Athlon for curing the defect. The defect may also be cured through the provision of suitable substitute RV. In the case of an abatement of the rent, a deduction from the agreed rent instalments shall be inadmissible.

8. Liability by Athlon

8.1 Liability by Athlon, its institutions, employees, and fulfillment representatives - for any legal grounds - shall only exist if the damage

- a) has been caused due to the culpable violation of an essential contractual obligation (cardinal duty) in a manner jeopardizing the achievement of the purpose of this agreement, or
- b) was caused due to gross negligence or willful intent.

Any further liability for damages - irrespective of the legal basis - shall be excluded.

8.2 If, pursuant to Sec. 8.1. a), Athlon is liable for the violation of an essential contractual obligation without the existence of any gross negligence or willful intent, the liability shall be limited to the extent of damage the occurrence of which Athlon typically had to expect at the time of the conclusion of the agreement due to the circumstances known to it at that point in time.

8.3 The liability for any loss of data shall be limited to the expenditure for the recovery of the data which would have been incurred in case of a regular backup corresponding to the risk.

8.4 There shall be no liability for incidental damages, subsequent damages, or loss of profit.

8.5 The aforementioned limitations of liability and exclusions shall not be valid in cases of culpable injury to life, limb, and health. Liability in accordance with the Product Liability Law, contractually agreed strict liability, and liability due to a defect that has been fraudulently concealed shall remain unaffected.

8.6 A liability by Athlon for Customer property which the Customer has left in the RV when returning the property shall be excluded.

9. Ownership, Transfer of the right of use

9.1 The Customer shall be obligated to only use the RV within the contractually agreed operational area. If not otherwise agreed, the operational area shall extend to the territory of the EU, the European Economic Area (EEA), and Switzerland. Prior written agreement must be obtained from Athlon if the RV is to be used outside of this area.

9.2 The Customer hereby undertakes to indemnify or release the RV from any access by third parties (e.g. foreclosure, right of retention by a repair company, lien, etc.). The Customer shall be obligated to inform Athlon promptly if any such third party access occurs, and to submit the respective documents to the Lessor. All costs and measures for eliminating such access shall be borne by the Customer.

9.3 Modifications, installations, and stickers or wraps attached to the RV that significantly influence its functional capabilities and/or value shall require prior written agreement from Athlon and must be completed by suitable specialist companies.

9.4 Athlon shall be entitled to view the RV at the Customer's premises at any time and following prior notification, as well as to complete normal maintenance and inspections, and to review the completion of a maintenance log and other documentation.

9.5 Transferring for use to persons employed by the Customer, their family members, partners, or other individuals living in their households or to persons authorized under the company car guidelines of the Customer shall be permitted. The condition for a transfer of use to third parties shall be the authorization

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and suitability of the third party to operate vehicles of the type transferred. Furthermore, the Customer shall not be authorized to transfer use of the RV to third parties without prior written consent by Athlon, unless this is a short-term transfer for the purpose of repair, maintenance, or upkeep measures, or to deliver the vehicle. The Customer may not terminate the rental agreement if Athlon does not consent to a transfer of use. Irrespective of Athlon's consent, the Customer shall assign its claims and rights arising from a transfer of the right of use irrevocably to Athlon for collateralization purposes at this point in time already. Athlon accepts the assignment. The Customer shall continue to remain bound to its obligations arising from this agreement during the term of the transfer of use to third parties. The Customer must provide information to Athlon regarding the current location of the RV at any time.

10. Use and Maintenance, Tires, Replacement Vehicle

10.1 The Customer shall be obligated to treat the RV in a careful and prudent manner at all times, and to maintain it in a roadworthy, orderly, and technical and visually immaculate condition at all times. Athlon shall bear the costs incurred for maintenance required by the manufacturer and for repairs due to wear and tear. The Customer must have maintenance work completed promptly. The Customer shall be obligated, in particular,

- to complete all legally mandated inspections according to schedule;
- to have all inspections, maintenance, and repair work scheduled by the manufacturer or typical for the vehicle completed in a timely and professional manner, and completed exclusively by a professional workshop authorized by Athlon or by the manufacturer of the RV; in case of emergency – if such workshops cannot be reached or can only be reached with unreasonable difficulty – repairs can also be completed in another professional workshop approved in advance by Athlon;
- to maintain repair and service logs in an orderly and complete fashion, and to note and gain confirmation for completed work;
- to provide Athlon with prompt written proof of damage to the mileage gauge. Damages must be fixed promptly by a professional workshop authorized by the manufacturer. The old and new mileages must be noted on the repair invoice, and Athlon must be provided with a copy of this invoice.

10.2 In particular, the Customer shall not be authorized to use the RV to tow trailers of any type (insofar as it is not equipped with a trailer hitch) or to use the RV at motor sports events, for the purposes of driver education, or for passenger transport without prior approval by Athlon. Smoking in the RV is not allowed.

10.3 Athlon shall bear the costs for all repair and maintenance work required to maintain / prepare the RV in a condition suitable for the contractual use, insofar as the Customer is not itself liable for the rectification of damages in accordance with the provisions of the GRT. In this regard, the Customer shall request the necessary work in the name of and for the account of Athlon, providing the Athlon Service Card to the workshop in question. Absorption of costs for the following services is hereby excluded:

- Conversions and retrofitting for any reason, as well as adjustments to statutory provisions coming into force after the date of initial registration.
- Maintenance work that is to be completed on a daily or weekly basis according to the maintenance manual or operating manual; these tasks shall be the responsibility of the Customer;
- cleaning, washing, paint care;
- removal of corrosion damage;
- rectification of damages or defects and/or repair of additional accessories and special equipment that was not delivered by the manufacturer of the RV;
- repair of broken glass, replacement of bulbs, and rectification of damages to the lighting of the RV, insofar as this has been caused by a breakage;
- repair work due to a clogged fuel line, lack of fuel, or contaminated or unsuitable fuel;
- filling the vehicle with fuel, refilling operating media between service intervals,
- acceptance of responsibility for damages that occur due to long periods of non-use;
- software updates and updates to maps for navigation systems.

11 Tires

11.1 Athlon shall bear responsibility for the following services:

- tire replacement without limitation to a particular number of tires (unlimited tire replacements);
- assumption of re-installation costs;
- assumption of storage costs;
- acceptance of costs for accessory hubcaps (initial purchase).

11.2 The Customer may only purchase all agreed tire services from tire partners indicated by Athlon. Customers can receive information regarding nearby Athlon tire partners and a complete list by sending a request to Athlon or online at www.athlon.com.

11.3 Athlon shall only bear responsibility for the costs for tire services due to normal wear and tear. No costs resulting from intentional damage and/or damage resulting from improper usage shall be absorbed. Athlon shall absorb only the costs for tire sizes and types indicated on the Service Card. Athlon shall select tire manufacturers at its own discretion. Athlon shall, insofar as possible (e.g. availability, deliverability) select tire brands. Any tire replacement may be made only after the legally prescribed wear limit has been reached. If the Customer initiates a tire replacement before the legally prescribed wear limit has been reached, Athlon may demand reimbursement for the additional costs incurred on this basis.

11.4 The Customer shall be obligated to review the completed work for proper execution, to object to any noticeable defects with the workshop, and to demand their resolution. In case a dispute arises, the Customer shall be obligated to inform Athlon promptly in writing.

12. Replacement Vehicles

In case of damage and an estimated repair duration lasting more than 4 hours, the Customer shall be provided a replacement vehicle for the length of the repair. Athlon shall select replacement vehicles at its own discretion. In general, the Customer will be provided a vehicle from one pricing level lower than the RV. Athlon shall bear the costs for the replacement vehicle during the required repair term.

13. Fuel Cards

13.1 The Customer will be provided with a fuel card for the RV for the duration of the rental agreement, insofar as this has been agreed in the rental agreement. The fuel card shall be concluded in the name of and to the account of Athlon Germany GmbH, Am Seestern 24, 40547 Düsseldorf (hereinafter: Athlon Germany). The fuel card agreement shall be subject to a positive credit review by Athlon Germany. Athlon Germany will pay the actual costs incurred (net costs without VAT) for use of the fuel card. If the fuel card is used abroad, the Customer shall be obligated to also reimburse the VAT incurred because of said use to Athlon Germany. For payments made by Athlon Germany in a foreign currency, the current conversion rate valid at the time of the payment shall apply. If other costs are incurred due to a use of the fuel card abroad, in particular fees for payment in a foreign currency, the Customer shall be obligated to reimburse said costs. To do so, the Customer shall provide Athlon Germany with a SEPA direct debit mandate.

13.2 The Customer may use the fuel card and the PIN code provided by Athlon to purchase fuel and other goods and services from associated oil companies in the name of and on the account of Athlon Germany without using cash. Athlon shall provide no guarantee of the acceptance of the fuel card by the individual stations belonging to the oil company in question. The Customer, or the fulfillment agent acting as a user, shall be obligated to provide the correct mileage for the RV upon payment.

13.3 The Customer shall be obligated to reimburse all costs incurred by Athlon Germany due to use of the fuel card following receipt of invoice from Athlon Germany.

13.4 The Customer shall be obligated to keep the PIN code provided to it for use of the fuel card confidential and to only share it with individuals authorized by it to use the fuel card. The PIN code may not be marked on the card. The Customer must also subject its employees to this confidentiality obligation. This is true, in particular, if the PIN code was changed at the Customer's request. It shall undertake to ensure that access to the fuel card is not granted to third parties, and in particular that it is not stored in unattended vehicles. The fuel card will be blocked when the agreement is ended. The Customer shall be obligated to cancel and destroy the card promptly.

13.5 The Customer must inform Athlon and/or Athlon Germany ex ante by telephone and promptly in writing of any transfer, loss, or theft of the card. In case Athlon and/or Athlon Germany cannot be reached, in particular outside of typical business or service hours, on the weekends, and/or on legal holidays, the notification shall be made to the oil company in question, with parallel written notification to Athlon / Athlon Germany. In case of inappropriate or improper use of the fuel card, Athlon shall be entitled to demand its return from the Customer without compensation or to have the card collected by the fuel station and/or block the card. The same shall apply if the Customer is in default for payment of costs incurred through its use of the card.

13.6 The Customer shall be liable for all claims and damages resulting from a (including improper) use and/or falsification of the fuel card, and hereby indemnifies Athlon against all claims by third parties in this regard.

14. Insurance Protection

Liability insurance conforming to statutory requirements is available for the RV.

15. Termination

15.1 The rental agreement may be terminated in an ordinary manner by both parties with a notice period of 2 days. If a minimum rental term has been agreed in the rental agreement, ordinary termination during this minimum rental term shall not be possible.

15.2 The right of both parties to extraordinary termination shall remain unaffected.

15.3 If Athlon terminates a rental agreement through extraordinary termination for just cause, Athlon may also terminate all other existing agreements with the Customer through extraordinary termination.

16. Return of the RV and Invoicing

16.1 On the date of the end of the rental agreement, the RV must be returned to Athlon with a full tank, all accessories, all transferred keys, documents, and certificates. Athlon will pick up the RV at the cost of the Customer. Return costs will be determined based on the rental price list. The RV must be in a condition corresponding with contractually appropriate use and must be free from defects, freshly cleaned inside and out, free from damages, and safe to operate and drive. If the Customer does not return the RV with all keys and documentation, it must reimburse Athlon for the costs of replacement purchases and any further damages. If the Customer does not return the RV promptly, Athlon shall be entitled to seize the property.

16.2 If there are still objects in the RV following return that are not the property of Athlon, the Customer must remove these promptly upon request. If it does not fulfill this obligation, at Athlon's discretion, these objects shall be stored at the cost and risk of the Customer for a maximum of 3 months and, after expiration of this time, shall be sold without further notification, or Athlon will return these objects to the Customer at the Customer's own cost and risk.

16.3 The Parties shall log the condition of the RV, as well as any obvious technical or visual defects. The Customer shall be obligated to disclose any - including repaired - accident damage. The return log shall be signed by the Parties or their authorized representatives. The costs incurred to rectify the damages shall be determined based on the creation of a cost estimate by a professional workshop. The repair costs indicated in the cost estimate shall be borne by the Customer, insofar as they are not encompassed by the reduction of liability.

16.4 If the agreed total mileage is exceeded, the invoice shall be calculated based on contractual agreements. Lower mileages shall not be reimbursed.

16.5 Athlon shall provide the Customer an invoice in which the findings of calculations resulting from Clauses 16.3 and 16.4 are shown. Claims for damages due to changes or deterioration of the RV shall become time-barred after 1 year. The period of limitation shall start upon the day the RV is returned.

16.6 The Customer hereby undertakes to return the RV to its original status and configuration upon the conclusion of the rental agreement at its own cost. The alterations, decals and wraps, and additional installations still present upon return of the RV shall, at the discretion of Athlon, either be removed at the Customer's cost in order to return the RV to its original condition, or they shall become the property of Athlon without compensation.

16.7 After the end of the rental agreement, if the Customer does not return the RV and the documents listed in Clause 16.1, it must pay a compensation for use amounting to the agreed proportional rental rate for the duration of its withholding of ownership. Furthermore, the obligations arising from this agreement shall apply correspondingly to this period of time as well. The Lessor reserves the right to assert further damages. A tacit extension of the Agreement pursuant to Sec. 545 BGB (German Civil Code) shall be excluded.

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17. Data protection

17.1 The document "GDPR Privacy Notice" contains detailed information on the processing of personal data by Athlon as well as the rights of data subjects. The Privacy Notice is available at www.athlon.com/Documents or will be provided by Athlon upon request.

17.2 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 rental agreements 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.

17.3 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.

18. Final Provisions

18.1 No oral ancillary agreements to this rental agreement have been or will be made. All declarations related to this agreement, such as changes, amendments, withdrawal or termination, etc. shall require the written form. The Parties agree that, as a general rule and for the fulfillment of the form requirement, legible fax copies and image files transmitted by email shall be sufficient if they show a signature of a person who has signed with his/her name as well as the sender. Each Party shall be obligated to immediately provide original documents at the request of the respective other Party.

18.2 Bodies of persons and their members shall mutually authorize each other to receive any declarations in connection with the rental agreement.

18.3 All claims resulting from this rental agreement shall be subject to the law of the Federal Republic of Germany, irrespective of their legal grounds. The application of a conflict of law provision is hereby excluded. The place of jurisdiction for all disputes arising from this rental agreement is Düsseldorf.

18.4 The Customer may only transfer claims and rights resulting from the rental agreement to third parties with prior written approval by Athlon.

18.5 The Customer shall only be entitled to rights of set-off if its counterclaims have been undisputedly and finally established. The Customer may only assert a right of retention if it relates to claims arising from this rental agreement.

18.6 If any of the above provisions shall be or become invalid, this shall not affect the validity of the remainder of the rental agreement.

18.7 Athlon shall inform the Customer of any changes to or new versions of the GRT or of the introduction of additional GRT by sending it an updated version in which the changes must be highlighted. The changes, new versions, and/or additional GRT shall be deemed as approved if the Customer does not object to these within three months after notification. This deadline shall be deemed to have been met if the objection is sent within this period. If no objection is raised within the term, Athlon shall use the changed GRT as the basis for the continued business relationship. Athlon shall inform the Customer of this specifically upon announcing changes.