

General business conditions for Rent4Ring vehicle hire (Version: March 2013)

IMPORTANT NOTICE: This is an English translation of the German legal document.

"Hirer" is Rent4Ring or agents acting on the behalf of Rent4Ring. "Customer" is the driver of the car.

§ 1 Vehicle hire

1.1 The vehicle hire includes motor vehicle tax, liability insurance, lubricant, *but not fuel and lap tickets*. The odometer is decisive for calculating the number of kilometers. The hirer is to be informed immediately if the odometer breaks down or the seal damaged. If he is not informed immediately the hirer is authorised to charge a distance of 600 km per hire day. The same also applies, if the customer intentionally damages the tachometer or the seal. He is at liberty to prove that he travelled a shorter distance.

§ 2 Customer's obligations

- 2.1 The customer has to handle the vehicle carefully, paying attention to the technical instructions and operating guidelines. He has to check oil and water levels and tyre pressures during the rental period, if required or a large number of laps is done. During refueling, 98 octane must be used. The engines can take severe damage using lower octane quality!
- 2.2 After signing the hire contract, the signatory is legally bound by it and is prohibited to transfer it to a third party. Persons not having signed this contract do not have permission to drive.
- 2.3 Maximum revs for all Suzuki Swifts are 7,600 rpm. Maximum revs for the Subaru BRZ are 7700rpm. Maximum revs for the Caterham R300 are 7800 rpm. If the engine over-revs (mis-shifts, driving error), the hirer has the right to have the engine's technical condition checked at the customer's expense. If the engine is damaged during use, and the customer has over-revved the engine, it is agreed that the damage has been caused by the customer. A penalty will be charged to the driver when over-revved as follows: up to 200rpm over = 150,00 Euro, up to 400 rpm over = 250,00 Euro, up to 600 rpm over = 350,00 Euro, more than 600 rpm over = 500,00 Euro. If over-revving is caused by several parties, the above applies proportionally. The hirer will use recording equipment to provide evidence of over-revving!
- 2.4 Before or whilst driving, the customer must not take drugs, alcohol, other smoking substances or medication, which may restrict his ability to drive, even slightly.
- 2.5 Before the vehicle is handed over, the customer will receive a detailed explanation of the vehicle's technical characteristics and features, including information on the danger of aquaplaning during wet conditions, due to the wide tyres, and how to deal with this.
- 2.6 At night (22.00 to 6.00), the vehicle cannot be parked on a public place. It may only be used in the way it is agreed in the contract and driving abroad is prohibited. The rental car has to be returned to Rent4Ring after the rental period or penalties and damages can be claimed for.
- 2.7 The customer must act in accordance with the legal conditions, and, in particular, the road traffic legislation. He is responsible for all fines and civil penalties, including any costs accruing to the hirer, which are due to his use of the vehicle.
- 2.8 Driving on the Nurburgring GP track is prohibited. If the hirer can prove that it has been driven on the GP track, the customer is liable for all costs to replace one set of brakes pads and one set of tires.

§ 3 Customer's liability for damage

- 3.1 The customer is liable for theft and any damage that happens to the hired vehicle during the hire period or which is caused by his use, unless he can prove that he is not at fault.
- 3.2 If the tyres are unusually worn, due to improper use, the customer is liable for their replacement. If tyre damage occurs, the customer can ask for them to be replaced, provided that the damage has not been caused by his negligent conduct. The customer is liable towards the hirer for all damage to the vehicle during its operation by the customer.
- 3.3 If the hire car is damaged, the customer is responsible for any actual or expertly assessed reasonable repair costs, recovery and return costs, expert costs, technical and mercantile value reductions, loss of hire during the repair period or, if written off, for the repurchase period. A basic daily rate of Euro 150,00 is to be defined for loss of hire. The customer reserves the right to prove less damage.
- 3.4 To cover accidental damage, the hirer has taken out an insurance policy, with an excess payment of €2,500.00 for all Suzuki Swift Sports, €6000.00 for the BMW 125i, Subaru BRZ and VW Scirocco, €10,000.00 for the Caterham and Artega GT, €15,000.00 for the BMW RS M3 being agreed. This excess payment is the liability of the customer. If the insurers refuse to pay out, due to the customer's actions, the customer is responsible for the total damage.
- 3.5 The customer has no claim to the damaged parts and/or the damaged vehicle.

§ 4 Hirer's obligations

- 4.1 The hirer hands the vehicle over in an acceptable, clean, operating and safe condition, with undamaged seals on the various components. Safety cells, first-aid kit and safety triangle are fixed component parts of the vehicle. In addition, the customer will receive a copy of the vehicle's papers, on which all modifications are entered.
- 4.2 The customer has the right to assess the technical condition of the vehicle in Rent4Ring's workshop at Adenau one hour before the hire period starts. The vehicle is deemed to be acceptable if the customer submits no reservations in writing to the hirer. Damage to the bodywork and paintwork are to be indicated by the customer as a reservation. If there is no inspection, the vehicle is assumed to be in a technically acceptable condition.
- 4.3 After the acceptance or averred acceptance by the customer, the hirer is not longer liable for the vehicle breaking down due to a technical defect and, in particular, there are no grounds for claims for refund of the hire payment.
- 4.4 If, during the hire period, a repair is necessary through no fault of the customer, in order to ensure the vehicle's operational or driving safety, the customer must return to Rent4Ring's workshop to carry out the repair. Claims for damages by the hirer are excluded, if the hirer has not acted intentionally or with gross negligence.

§ 5 Hirer's liability

- 5.1 The hirer is liable, in accordance with the legal conditions, if the customer makes any claims for damages due to intent or gross negligence by agents or servants. Insofar as the hirer is not accused of intentional non-fulfillment of the contract, liability for damages is restricted to the foreseeable, typically occurring damages.
- 5.2 In accordance with the legal conditions, the hirer is liable, if he is culpably negligent of fulfilling an essential contractual obligation, which prevents the contract purpose from being fulfilled. In this instance, liability for damages is restricted to foreseeable, typically occurring damage.
- 5.3 Liability due to culpable negligence of life, body or health remains unaffected.
- 5.4 Further liability for damages is excluded regardless of the applicable claim. This particularly applies to claims for damages due to fault when the contract is concluded. If damage liability towards us is excluded or restricted, this also applies with regard to the personal liability of our employees, workers, agents and servants.

I have read and understood the company rules and I accept the conditions of this rental with my signature

Sign: _____ Date: ___/___/___ Name: _____

Sign: _____ Date: ___/___/___ Name: _____

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- 5.5 The hirer cannot be held liable for customers property left in the hire vehicle.
- 5.6 The customer's sphere of risk includes the fact that the "Nordschleife" may also be closed during the hire period and traffic jams by operators cannot influence the hire period.

§ 6 Conduct during accidents and other damage

- 6.1 If any damage occurs, including accidents or damage not involving third parties, the customer has to inform the hirer and where appropriate the police immediately. Towing and/or repair services are only authorised with the hirer's consent. The police are to be called immediately, if an accident occurs. Evidence (statements, tracks etc.) are to be checked, the details of those involved recorded and any other steps taken to help determine what happened in a regular and clear way (see accident report).
- 6.2 The customer is not obliged to admit any blame or act in any way (payments, comparisons) that could put the insurance cover at risk.

§ 7 Insurance protection

- 7.1 The vehicle enjoys inclusive liability insurance cover against damage to persons, objects or assets up to an unlimited amount for third party damage and personal damages up to 5 million euro).
- 7.2 Partially- or fully-comprehensive insurance with an excess only applies if this was agreed under the vehicle insurance heading on the front of the hire contract.
- 7.3 If the hire period is arbitrarily extended by the customer there is no insurance protection, unless subsequently agreed with the hirer.
- 7.4 The hirer is liable for any damage in accordance with the agreed insurance cover. If partially- or fully-comprehensive insurance cover was taken out and this does not settle the damage claim, the customer is liable.
- 7.5 This customer is furthermore expressly informed that, even if he takes out a partially- or fully-comprehensive insurance policy, he is liable for damages in the following instances, if he or his servants culpably fail to observe the contractual conditions in accordance with clause 6 with regard to accidents, inadmissibly leaves the accident location, intentionally or with gross negligence contributes to any damages or contrary to the contract exceeds the agreed hire period.
- 7.6 In the case of a collision, the hirer will deal with the claims together with the insurer, insofar as the customer has not covered the claim with the excess. The customer's right to make subsequent claims through the hirer and the insurer remains unaffected. Cases where the insurer must settle, but which, due to contractual infringements, mean recourse against the customer, do not affect the hirer.

§ 8 Vehicle return

- 8.1 At the agreed point in time, the vehicle is to be handed back to the hirer in person, with a full tank of fuel (98 octane fuel must be used, if not available, the next higher rating has to be used). If the vehicle is very dirty, the customer has to be the cleaning costs. If the car is returned over half an hour (30 min.) late, the customer is obliged to pay another hour's or day's hire payment per day as compensation. The customer retains the right to prove that exceeding the hire time does not cause the hirer any damage.
- 8.3 The hirer reserves the right to cancel this contract for serious reasons. In particular, he has the right, to take it into his possession immediately, if it is used incorrectly. If the cancellation is based on serious grounds, there is no claim for restitution of the hire payment. Serious grounds include false statements by the customer about himself or his solvency and significant non-fulfillment of the contractual obligations.
- 8.4 If the contract is prematurely cancelled, the hire vehicle is to be returned immediately, even if the regular hire period is not at an end. The hirer's claims for damages remain unaffected thereby.
- § 9 Personal information: The customer is in agreement with his personal information being stored. If payment is delayed, the vehicle is not returned in accordance with the contract or for other reasons that allow the hire contract to be cancelled early, the personal information could be saved in a central alert file.

§ 10 Key conditions

- 10.1 There are no additional agreements or addenda to this contract.
- 10.2 All contractual agreements must be in writing. This also applies to the removal of this clause.
- 10.3 Insofar as the customer is a businessman, a legal entity or a separate public asset, the exclusive place of jurisdiction is Bad Neuenahr-Ahrweiler.
- 10.4 The law of the Federal Republic of Germany applies.
- 10.5 The hirer will not reimburse the price of the hire, if the track is unforeseeably closed or closed due to an accident or weather conditions.

I have read and understood the company rules and I accept the conditions of this rental with my signature

Sign: _____ Date: ___/___/___ Name: _____

Sign: _____ Date: ___/___/___ Name: _____