

General Terms and Conditions of renting a vehicle

1. General terms

The company Classic Roadster Munich, owner Peter Forster or an associated lessor rents out the vehicle specified in the rental agreement pursuant to the following terms and conditions which the lessee/user accepts upon entering into the rental agreement. The lessee/user declares that he is authorized to place an order and that he is willing and able to pay the total direct and indirect rental costs. The instructions of the lessor will have to be observed. Any violation will result in the immediate termination of the rental agreement. For lessee-drivers the following additional terms and conditions shall apply: The minimum age of a male lessee/user shall be 26 years, the male lessee having held a valid driving licence for no less than eight years. The minimum age of a female lessee/user shall be 24 years, the female lessee having held a valid driving licence for no less than six years. A valid national driving licence has to be shown when renting the car.

2. Delivery of the vehicle

The lessee/user receives the car with all its accessories and a refilled tank, in perfect and undamaged condition together with the vehicle registration papers.

3. Time limit of preclusion

The lessee/user agrees to disclose obvious defects of the rented object immediately. Otherwise it will not be possible to assert any warranty claim or waiver of liability.

4. Use of the vehicle

The vehicle is rented and let to the lessee/user personally. The explicit approval of the lessor will be required for:

- Rides outside of the territory of the Federal Republic of Germany (possible only to Austria, Switzerland, Northern Italy, BeNeLux, France);
- letting the vehicle to a third person, in particular in case of a sudden illness of the lessee.

Under no circumstances shall the vehicle:

- be rented to a third person;
- be used for rides to countries other than those mentioned above;
- be used in races, or other motoring events to reach high speeds or time limits;
- be used for the transport of goods other than the usual personal travel items.

5. Special custody of the driver

As all vehicles are singular and precious specimen, special custody is incumbent on the lessee/user. The lessee/user will have to take good care of the vehicle and observe all provisions and technical instructions which may be important for the use of the vehicle including the periods of maintenance which are much shorter for a classic than for contemporary cars. The lessee/user will be liable for any wear and tear exceeding the normal use. Supergrade ethanolfree gasoline of Super+ 102 RON and the addition of a lead- and sulfate substituting additive is needed for all vehicles. Generally oil- and waterlevels must be checked before enginestart every morning. Overnight parking in garage only.

6. Cancellation

Transfer of a firm booking to a different date will be charged with 59,50 €. Cancellation of a firm booking will be charged with 50% of the rental fee, min. 99,00 €.

7. Conduct in case of loss/damage

In case of loss (accident, theft, other damage or defect) the lessee/user agrees to inform the lessor immediately and completely. In general, the following procedure shall apply:

In case of an accident the lessee/user will have to show the names and addresses of all persons involved and of any witnesses as well as the registration numbers of all vehicles involved. The place of the accident will have to be demonstrated by taking pictures from all angles. The lessee/user will have to arrange for the accident being recorded by the police. He is not authorized to admit any fault or guilt. If the vehicle has been stolen or damaged otherwise, all necessary records to be made by the police will have to be arranged for by the lessee/user immediately.

8. Return

The lessee/user will have to return the vehicle on the day agreed, usually at the end of the rental period, in the same condition (gas refilled) as on receiving the vehicle, including all accessories and registration papers and at the place where the return has been agreed. If the vehicle is returned without having been refilled, the fuel and oil service will be charged in addition. In case of a late return, a rental price of a minimum of 1 hour will be charged in addition.

9. Terms of payment

The lessor will accept payment in cash or by credit cards issued by American Express, MasterCard, or Visa. In case of payment in cash and before the vehicle is delivered, the lessor may ask for a prepayment up to the amount of the expected price, however, amounting to a minimum of 100.00 €. The remainder will have to be paid in cash upon the return of the vehicle. Otherwise, the amount unpaid will have to be paid not later than three days following the return of the vehicle. In case of payment in cash the amount of the own risk chosen will have to be deposited as a security in cash. The cost of gas will have to be paid by the lessee/user. Payment by creditcard is charged with 4% handlingfee.

10. Default

If the lessee/user is in default of payment, the lessor will have the right to charge a collection fee amounting to 15.00 € for each reminder and in addition default interest amounting to 10 % without further proof. If a collection agency is entrusted with the collection of the amounts due, the lessee/user will have to pay alone the costs arising therefrom.

11. Liability of the lessor

Except for the violation of fundamental obligations of the contract, the lessor and his vicarious agents will only be liable for gross negligence (i.e. only for wilful fault or gross carelessness). Beyond such case he will only be liable as far as the damage can be covered by a motor-vehicle liability insurance within the scope of the General Terms and Conditions of the motor-vehicle insurance (AKB). Likewise, the lessor will be liable for any faults or problems of the car which obviously did not exist when the car was delivered as well as for any loss or damage arising therefrom only in case of gross negligence. In particular, the lessor will not be liable for the failure to comply with this agreement, if such failure arises from an unforeseen defect or accident of the car. Moreover, the lessor will not be liable for the failure to carry out an order, if the reason for the failure to carry out the order is due to a third person or local circumstances (e.g. traffic jam). All other warranty claims will be restricted to the right of touch up.

12. Liability of the lessee/user

The lessee/user will be liable for all parking and traffic violations. In case of damage to the car or accidents caused by fault of the lessee/user, the lessee/user will have to pay the amount of the own risk up to a maximum of 5,000.00 €. The lessee/user shall be liable without any limitation for damage due to an accident, if he has caused such damage wilfully or by gross negligence or the damage has been caused by a restriction of the ability to drive due to alcohol or drugs. In case of a hit-and-run accident or a violation of the duties by the lessee/user arising from item 7 of these terms and conditions, the lessee/user shall also be liable without any limitation. The lessee/user shall be liable without any limitation for all damage arising from the use of the vehicle other than the use intended in this agreement - see item 4 above. In all other cases the provisions of the legal liability shall apply.

13. Limitation of liability

Lessee/user may reduce his own risk to 500,00 € -with the proviso of #14- on payment of an extra charge. The liability of lessee/user may not be limited by any offence against traffic or general laws.

14. Validity/omission of limitation

The limitation -#13- is not effective for damages caused by the lessee/user grossly negligent or intentional. In case of grossly negligent caused damage CRM is authorized to make full claim against the lessee/user. The burden of proof is totally with the lessee/user. Limitation is excluded if lessee/user violates one of the obligations of these terms, esp. #4, 5, 7.

15. Insurance

The legal liability insurance is included for all vehicles. In addition, a full comprehensive plus collision insurance with an own risk of € 5,000.00 has been concluded for all vehicles. On request, this own risk can be limited to € 500.00.

16. Applications/Stickers

If the lessee/user puts or let put any applications, such as startnumbers or sponsor stickers onto the car, the lessee/user is fully responsible and liable for any damage occurring by the use and removal of those applications/stickers.

17. Handoverprotocoll/Checklist

The terms and rules listed in the protocoll and checklist are mandatory.

18. Gasoline, Additives, Motoroil

Gasoline, additives and motoroil are on behalf of lessee/user. Lessee/user is strictly binded to show the tankrefilling receipts when returning the car. In case lessee/user is not able to show these receipts, the gasreservoir will be emptied and refilled with the proper gasoline on lessee's/user's expense.

19. Voucher

The voucher allows the named person to make a reservation for the car / the amount / the group of cars written in the voucher. These GTC are valid. The validation of a voucher is 1 year.

20. Limitation

Limitation of claim for damages of the lessor because of a change or deterioration in the condition of the vehicle will begin when fine or criminal preliminary proceedings are instituted against the lessee/user, the lessor or his legal representative is granted inspection of the files, however, not later than six months following the return of the vehicle.

21. Preclusion clause

Classic Roadster Munich explicitly reserves the right to refuse to enter into a contractual relationship.

22. Law and place of venue German law will apply. The UNCITRAL Sale of Goods Act (UN Sale of Goods Act) will be explicitly excluded. Place of venue for all parties involved will be Munich.

23. Separability clause

If one or several clauses of these General Terms and Conditions of renting and using a vehicle should become void, the effectiveness of the other clauses will not be affected hereby.

24. Written arrangements

Any arrangements other than those provided for in this agreement will have to be made in writing.

25. Modification of the General Terms and Conditions

Classic Roadster Munich explicitly reserves the right to modify these General Terms and Conditions at any time and without prior notice.