

# Rental Terms AVIS Germany (as of 1 March 2009/No. 17)

## 1. Definition

The term AVIS in these Rental Terms shall identify the actual rental company of the motor vehicle ("Vehicle") as indicated beneath the heading "Avis Contact Details" on page 1 of the Car Rental Contract ("Rental Contract") (for AVIS licensees differing from section 17 of the Rental Terms). The term renter and driver shall also include female renters and/or drivers.

## 2. Check-out of Vehicle

Renter/driver shall report any possible defects to the rental station immediately after taking possession of the vehicle.

## 3. Authorized Drivers

In addition to the renter, the vehicle may also be driven with renter's consent by the members of his/her family, by authorized staff for rentals of businesses, or by other drivers registered duly with their full name on page 1 of the Rental Contract. Whenever the vehicle is to be driven by one or several additional drivers, AVIS will charge an administrative fee per rental contract as set out in the **Important Customer Information supplement**.

Each driver of the vehicle must hold a valid driver's license as required and has to comply with the AVIS minimum requirements for his/her age and length of possession of driver's license. For details, see the **Important Customer Information supplement**.

## 4. Use of Vehicle

The vehicle may only be used in normal road traffic. Not permitted are cross-country driving, driving-school exercises, use in connection with motoring events or the use on racing tracks even if open to the general public for testing and practising (so-called tourist drives). Neither permitted are subletting the vehicle, permitting the use to third parties except to the authorized drivers pursuant to section 3, nor any other use for purposes other than intended normally. It is prohibited to transport dangerous substances with the vehicle as set forth in the Ordinance Regulating the Transport of Dangerous Freight on Public Roads and by Rail in Germany (GGVSE).

Renter/driver must comply with the operating instructions – in particular with regard to the fuel specified – as well as the legal provisions applicable to the operation of the vehicle. This shall also apply to vans/trucks, inter alia to the transport and accompanying documents, the personal control book, and the tachograph.

Renter shall bear all costs in connection with any fees charged for the use of certain traffic routes and has an obligation to cooperate in connection with the charge of any fees (e.g. truck toll system).

## 5. Parking of Vehicle

As long as the vehicle is not in operation it must be kept locked in all parts; the steering-wheel lock must be clicked in. When leaving the vehicle, renter/driver is obliged to take the vehicle keys and documents with him/her and keep them in a place inaccessible to unauthorized persons and to close the roof of convertibles.

## 6. No Entry Clause

**Renter/driver is prohibited to take the vehicle into those countries, into which travel is generally not allowed by AVIS or which have been declared closed by AVIS for certain vehicle brands or types. The binding details are specified in page 2 of the Rental Contract. Exceptions shall only be valid if made in writing.**

## 7. Return of Vehicle

Renter shall duly return the vehicle together with all accessories to the agreed location by the agreed time at the latest. In case of good cause, AVIS is authorized to demand an earlier return of the vehicle at a given time or immediately if its terminates the Rental Contract without notice. In case renter/driver ignores such demand, AVIS reserves the right to report this offense to the Police and have them confiscate the vehicle.

If, also in case the renter/driver has returned the vehicle keys or documents to AVIS, the vehicle is returned after opening hours or to another place than an AVIS station or otherwise delayed, the Rental Contract shall be extended until the station is opened or until AVIS has regained immediate possession of the vehicle. This clause shall also apply in case of a damage of the vehicle. It is not permitted to return a vehicle to an automatic rental terminal (ART). As set out in the **Important Customer Information supplement**, certain types of vehicles are to be returned only during the opening hours of the rental station to AVIS staff directly.

## 8. Renter's/Driver's Obligations in the event of Damage or Breakdown

In the event of damage, renter/driver is obliged – after securing the location and rendering first aid – to take all actions necessary to avoid additional damage and to preserve evidence, in particular to ensure that

- the Police are summoned immediately, also in the event of accidents where no third party is involved.
- for the information of AVIS the names and addresses of all persons involved in the accident and any witnesses as well as the licence plate numbers of all vehicles involved are recorded and a sketch is drawn,
- renter/driver does not acknowledge any assumption of liability, and
- adequate safety precautions for the vehicle are taken.

Renter/driver must not leave the scene of the accident unless having fulfilled his/her duty to clear up the event and to identify the necessary details.

In case of theft of the vehicle, of vehicle parts, or accessories, renter/driver must immediately file a report with the competent police station. He/she must name any witnesses, if there are any, for the parking location and draw up a respective sketch.

Renter/driver is obliged to report each case of damage immediately and in person to the next accessible AVIS station, filling in the AVIS damage form completely and truthfully. Police certifications must be enclosed. In case of vehicle theft, renter/driver has to deliver the vehicle keys and documents to that AVIS station. Renter/driver agrees to support AVIS and its insurer also in the future processing of the damage event and to give any information which is necessary for clarifying the damage event and ascertaining the liability situation between AVIS and renter/driver.

In the event the safe operation of the vehicle is not ensured any more or its use is impeded after a breakdown, renter/driver has to take the proper safety precautions and has to agree on further actions with the next AVIS station and has to protect AVIS' interests at the best possible rate also outside the opening hours of such station.

## 9. Renter's Liability

During the rental period, renter shall be liable for all damages arising to the rented vehicle or caused by its operation or for the loss of the vehicle (including vehicle parts and accessories). The renter shall not be liable if he is not responsible for the breach of duty causing such damage or loss. The renter's obligation to pay damages shall include the repair costs plus any depreciation or, in case of a total loss of the vehicle, the replacement value of the vehicle less the residual value. In addition, to the extent incurred, renter shall also be liable for towing costs, expert's fees, and any other costs and loss of rental fees incurred by AVIS.

When leaving the vehicle to third persons, including the additional drivers set out in section 3, renter shall be liable for the compliance with the terms and conditions of this Rental Contract and for the third persons' conduct, as for his/her own conduct.

Renter shall be responsible for the consequences of any traffic violations or criminal offences ascertained in connection with the use of the vehicle and shall be liable towards AVIS for all fees and costs incurred to AVIS pursuant to the **Important Customer Information supplement**. In such case AVIS is obliged to disclose the renter's/driver's details to the authorities.

## 10. Limitation of Liability

Except as provided in section 11, renter can opt to reduce his/her liability pursuant to section 9 (except 3rd paragraph) to a certain deductible per damage event by concluding either the option "Reduction of Liability for all damages including vehicle theft" or the option "Reduction of Liability only in case of vehicle theft" upon conclusion of the Rental Contract against payment of the respective surcharge fee.

The surcharge fee and any special provisions can be taken from the **Important Customer Information supplement**.

The liability of the driver/renter for traffic violations and criminal offenses cannot be excluded.

## 11. Validity/Lapse of Reduction of Liability

**The reduction of liability under section 10 does not apply to any losses deliberately caused by the renter/driver. In the event of losses caused by gross negligence, AVIS is entitled to claim damages against the renter/driver in an amount commensurate to the severity of the negligence, up to and including the full amount of the loss.**

**The reduction in liability does not apply if the renter/driver deliberately violates a contractual obligation under sections 2 – 8 of these terms and conditions. In the event of a grossly negligent violation of an obligation, AVIS is entitled to claim damages against the renter/driver in an amount commensurate to the extent of the negligence, up to and including the full amount of the loss. The burden of proving that gross negligence has not occurred lies with the renter/driver. The reduction of liability shall not lapse if the violation of an obligation is not the cause for the occurrence of a loss or for the determination of the existence of prerequisites for granting a reduction of liability.**

## 12. Insurance Coverage

Rental rates include a motor vehicle liability insurance with the minimum scope – as is legally required or customary in the vehicle's country of registration or the rental country. This insurance does not cover any property in or on the vehicle.

On renter's request AVIS will arrange for an extended personal accident insurance according to the leaflet "AVIS insurance protection (Super PAI/PAI)" with either simple coverage or increased coverage. Renter's choice will be documented by entering the respective fee in the line "Personal Accident Insurance" on page 2 of the Rental Contract.

The insurance sums, premiums, other conditions, and the insurance company are indicated in the leaflet mentioned above and in the **Important Customer Information supplement**.

## 13. Renter's Payment Obligation

After return of the vehicle, renter is obliged to pay to AVIS the total amount resulting from the particulars shown on page 2 of the Rental Contract. This includes settlement of any fuel shortage upon return of the vehicle plus the costs for the fuelling service.

In case the vehicle is returned delayed pursuant to section 7, 2<sup>nd</sup> paragraph, renter shall additionally pay the provided rate for each additional beginning day of transgression; in the event a special rate limited in time has originally been agreed, the entire rental shall be subject to the standard rate applicable at check-out as of the commencement of the rental.

**If the charges under this Rental Contract are paid by credit card, the card holder's signature shall be regarded as authorization to debit the total amount to his/her account with the credit card company. This authorization shall also be valid for subsequent debits due to rental rate corrections, damage events and traffic violations on the basis of the Rental Contract.**

## 14. Liability of AVIS

AVIS endeavors to guarantee the proper condition of the vehicle and to execute reservations and deliveries as agreed.

In case of the non-availability of a vehicle with no replacement possible within 60 minutes or if an agreed delivery is delayed for such time, renter is entitled to rescind the contract.

Events which are unforeseeable, unavoidable and lie beyond the sphere of influence of AVIS and for which AVIS does not bear responsibility, such as Acts of God, war, terrorist acts and natural disasters, shall release AVIS for the duration of such event from its obligation to perform timely.

If property belonging to renter/driver or his passengers has been damaged or lost in or on the vehicle or in the AVIS station before, during or after the rental, AVIS shall be liable only in case of fault.

Subject to the following provisions AVIS' statutory liability for damages shall be limited as follows: (i) AVIS shall only be liable up to the amount of the typically foreseeable damages at the time of entering into the contract for damages caused by a slightly negligent breach of a material contractual obligation; (ii) AVIS shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

The aforesaid limitation of liability shall not apply to any mandatory statutory liability, liability for assuming a specific guarantee or liability for culpably caused personal injuries.

## 15. Data Protection

**Renter agrees that his/her personal data will be stored and transmitted by Avis Autovermietung GmbH & Co KG and to other also foreign companies within the AVIS group according to the German Data Protection Act and to the extent necessary for processing the transaction. Renter further agrees that his/her personal data will be stored and transmitted also abroad for the purpose of sending out information on the services of companies within the AVIS group.**

## 16. Applicable Law/Venue/Head Office/General Manager

German law shall be applicable. If renter is a merchant or has no legal domicile in Germany, the courts competent for the domicile of AVIS shall have jurisdiction for all disputes resulting from this Rental Contract. However, AVIS shall be entitled to take legal action also before any other competent court.

**Lizenznehmer der AVIS Autovermietung GmbH & Co. KG, Oberursel**

**Verwaltung:**

**AVIS Autovermietung**  
Pankiewicz & Becker GmbH  
Liebigstr. 6  
D-82256 Fürstenfeldbruck  
Telefon (08141) 50170  
Telefax (08141) 501740  
Internet: [www.avis-fib.de](http://www.avis-fib.de)  
Amtsgericht München, HRB 84604

**Geschäftsführer:**

**Rainer Pankiewicz**