

General Terms and Conditions

for services of INNOFLEET. INNOFLEET is part of the limited company RUFF pm GmbH

1. Acknowledgement of the Terms of Contract

The customer/user/renter has been instructed in depth about the provisions, in particular about the retention, the cessation of limitation on liability and comprehensive protection. The contractual clauses have been discussed in detail and expressly acknowledged by the customer/user/renter. An official copy was handed over to the customer/user/renter.

2. Condition of Vehicle / Duration and Price

INNOFLEET shall provide a roadworthy, clean and technically flawless vehicle to the customer for use, unless expressly requested otherwise by the customer. The entrustment shall begin with the vehicle takeover and end with the return at the agreed return location. If the vehicle has been damaged as a result of fault on the part of the customer, the agreed entrustment shall be extended until the end of repair itself or of the repair period specified by a vehicle expert; in the event of total accidental damage, the replacement period set by an expert and/or 14 days in accordance with general law shall apply. Should the vehicle be handed in before the end of the agreed rental period, the agreed rates (per day or per kilometre) are to be paid for the remaining period up to the agreed return date. The costs for lubricants and fuels as well as all cleaning costs shall be borne by the customer. The price to be paid by the customer is based on an individual, specific offer. The services set out therein as well as the price shall be deemed to have been agreed upon acceptance by the customer. The agreed price and any deposit are to be paid in advance and are due upon conclusion of the contract unless the parties have agreed a deviating term of payment. In the event of cancellation of an order after confirmation by the customer, INNOFLEET shall be entitled to claim damages. In this case, INNOFLEET shall be able to claim 60% of the agreed price, logistics costs not included, as lump-sum damages without prejudice to the possibility of claiming higher actual damages. Should INNOFLEET claim the lump sum of 60%, the customer shall be permitted to prove that the damage has not occurred or is significantly lower than the claimed lump sum. If the transport to the customer has already been ordered or initiated, the customer shall bear the previously agreed transport costs in full.

3. Obligations of the Customer / Use

The user shall be obliged to treat the vehicle carefully and observe all legal and official regulations. Participation in motorsport events shall not be admitted. Use on test tracks and sites as well as off-road driving may only take place with the prior consent of INNOFLEET. Driving for test purposes shall generally be subject to full liability due to the high wear and tear and the increased risk potential. The customer's liability shall extend in particular to excessive wear and tear of the tires, brake system, clutch, or other mechanical parts. The customer shall also be liable in full for damages that are due to technical modifications or that have been caused through dismantling.

The customer shall be responsible for ensuring that all persons driving the vehicle have a valid driving license, have the personal aptitude to drive vehicles and are authorized by the customer for the use of the vehicle. At the request of INNOFLEET, the customer shall be obliged to provide the name and address of all drivers of the respective vehicle, insofar as these are not specified in the contract itself. The drivers are vicarious agents of the customer; accordingly, the customer shall be responsible for their actions as if these actions were own ones. The customer's liability shall also extend to ancillary damage costs such as towing, downtime and expert costs as well as to a possible reduction in value.

4. Maintenance and Repair

The customer shall be obliged to comply with the maintenance periods of the vehicle provided to him and report the respective due date to INNOFLEET via e-mail. The necessary maintenance shall be induced by INNOFLEET. If this would not be possible due to the location of the vehicle, INNOFLEET shall only bear these costs with prior consent and upon presentation of the relevant supporting documents. Should repair become necessary during the period of use of the vehicle in order to ensure the operation or road safety of the vehicle, the customer shall only be allowed to assign repair with the prior consent of INNOFLEET. The repair costs shall be borne by INNOFLEET upon presentation of the corresponding documents, provided that the customer shall not be actually liable according to the provisions of No.3 or No.6.

5. Procedure in the Event of Accidents and Damage / Customer's Obligation to Notify

In the event of a traffic accident (even without third-party damage), the user shall be obliged to immediately notify the responsible police station and report the accident, as well as to take all measures that ensure preservation of evidence of the accident and enforcement of any claims for damages. Opposing claims may not be recognized.

The customer shall also be obliged to notify INNOFLEET immediately and prepare a written accident report, at the latest upon return of the vehicle. It must, in particular, comprise the names and addresses of all those involved in the accident and of any witnesses, the course of the accident, and the registration plates of the vehicles involved.

6. Return of Vehicle / Liability of Customer

The vehicle is to be returned to INNOFLEET at the agreed time at the agreed place. The customer must return the vehicle in the same condition in which it had been taken over. The vehicle must be fully refuelled if, when entrusted, it had a full tank. Any refuelling shall be at the expense of the user. The customer shall bear the costs of the transfer if the vehicle is returned to a location other than the one agreed.

The customer shall be liable for all damage to the vehicle that occurred during use and is detected upon return. If the customer concludes a fully comprehensive cover, the liability shall be reduced to the retention of the fully comprehensive insurance that has been agreed in writing. The fully comprehensive insurance only covers damage caused by an accident, i.e., by an event that suddenly occurs directly from the outside with mechanical force. Brake, operational and pure breakage damage are not considered as accident damage. The fully comprehensive insurance therefore does not cover damage caused by improper handling and/or operation of the vehicle, for example as a result of a gear-shifting error or incorrect refuelling. The customer shall be liable in particular for glass, ground game, fire, theft and elementary damage. Should the customer conclude a partial comprehensive cover, the liability is to be reduced to the retention of the partial comprehensive insurance agreed in writing. The customer shall not be liable for damage caused by a third party, which is to be regulated by their liability insurance. In the case of vehicles not officially registered, no comprehensive protection can be offered, so that the liability for any damage must be borne in full by the customer.

Notwithstanding any reduction in liability agreed in advance in writing, the customer shall be liable without limitation

- in the event of accident escape or breach of obligations in accordance with No. 5
- in the event of intent or gross negligence
- for all damage to unregistered vehicles provided to the customer
- for excessive wear and tear on tyres, brakes or clutch
- for damage resulting from off-road operations
- for damage resulting from driving events that serve to achieve maximum speeds
- for damage caused by the installation of test and measuring instruments or similar
- for all fees, charges, fines and penalties incurred in connection with the use of the vehicle, for which INNOFLEET is resorted to
- for any tolls incurred
- in case of violation of No.3, No.4 or No.5 of the present contractual provisions

Lump sum for the processing of violations of the law (e.g. fine or law offences):

- for the processing of violations of traffic and governing regulations, possession trespassing and other violations of the law, INNOFLEET shall charge a lump sum of EUR 29.00, unless the renter proves that no or a significantly lower outlay and/or damage have been incurred to INNOFLEET.

7. Notice

INNOFLEET may terminate the contract prematurely and/or without notice if the continuation of the entrustment of the vehicle becomes unreasonable, in particular in the event of false information on the type of use and duration becoming known. Besides, claims for damages on the part of INNOFLEET remain unaffected.

8. Ancillary Provisions / Place of Jurisdiction

All disputes arising from this agreement shall be governed exclusively by German law. Place of performance and jurisdiction shall be the registered office of INNOFLEET.

- a) All ancillary agreements, changes or additions to the contract must be made in writing. Verbal ancillary agreements do not exist.
- b) INNOFLEET shall not participate in a dispute resolution procedure before a consumer arbitration board and shall not be obliged to do so.
- c) If the renter is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be Stuttgart.
- d) The contract language is German. Insofar as INNOFLEET provides the customer with an English version of these General Terms and Conditions within the framework of the conclusion of the contract, this shall only be a non-binding translation and a non-binding service. In the event of discrepancies, ambiguities and contradictions between the German and the English version of these GTC, the German version of the present GTC shall always take precedence over any translations.
- e) Should a provision in these General Terms and Conditions or a provision within the framework of other agreements between us and the user be or become invalid, the validity of all other provisions or agreements shall not be affected.

Status: October 2022