

Standard Terms and Conditions for the Hire of Porsche Motor Vehicles through the Porsche Drive program operated by First-Class Autovermietung GmbH ("the Rental Company")

1. Registered owner of the vehicle

- 1.1. The registered owner and keeper of the vehicle is Dr. Ing. h.c. F. Porsche AG, Porscheplatz 1, 70435 Stuttgart, Germany, which will make the vehicle available to the Rental Company.
- 1.2. The Rental Company hires the vehicle out in its own name and for its own account.

2. Cancellation, no-show

- 2.1. The Customer is entitled to cancel the reservation up to 24 hours before the hire period commences. If he/she cancels later, the Customer must pay a cancellation fee as specified in the summary of charges to cover the Rental Company's expenses. This fee will be charged to his credit card.
- 2.2. If the Customer fails to pick up the vehicle at the agreed time plus a maximum of 30 minutes ("no-show"), the Rental Company is entitled to hire the reserved vehicle out to someone else. The Customer must pay the agreed hire charge if he does not pick up the vehicle, but the Rental Company must allow the set-off of the costs it saves and/or the amount it earns from hiring the vehicle out to someone else or willfully fails to earn by so doing.

3. Conclusion of a rental agreement, Co-Hirers, vehicle pickup

- 3.1. The rental agreement is concluded when the vehicle is picked up. The hire contract may permit not only the Customer but also additional drivers to drive the vehicle (hereinafter "Co-Hirers"). The Co-Hirers and the Customer are jointly and severally liable to the Rental Company.
- 3.2. The following conditions must be satisfied when the vehicle is picked up and throughout the entire period of use for the hire contract to be effectively concluded and valid:
 - 3.2.1. The Customer must present a **driver's license** appropriate to the vehicle which is valid in Germany, a **credit card** in his name which is valid for at least a further three months and a valid **personal identity document** or **passport**.
 - 3.2.2. **Customers from non-EU countries** must present an international driver's license (International Driving Permit (IDP)) in addition to their national license.
 - 3.2.3. The Customer must be at least **27 years** old and have been in possession of the necessary driver's license for at least **five years**.
 - 3.2.4. First-Class Autovermietung GmbH reserves the right to refuse to hire out a vehicle through its Porsche Drive program at any time without stating any reason.
 - 3.2.5. These conditions also apply to Co-Hirers.

- 3.3. If a driver passed his driving test pursuant to § 17 Subs. 6 German Driving Permits Ordinance (FeV.), he is not permitted to drive a vehicle with a manual transmission. If the applicant already has a Class B driver's license acquired by passing a test in a vehicle with a manual transmission, this does not apply to Class AM or T or Class BE C1, C1E, C, CE, D1, D1E, D or DE driver's licenses.
- 3.4. On picking up the vehicle, the Customer must check that it is in good condition.

4. Use of the vehicle, alcohol ban, contract penalty, cross-border travel

- 4.1. The Customer must report any complaints about the vehicle immediately. The Customer must check the oil and water levels and the tire pressure.
- 4.2. The Customer must treat the vehicle carefully and in accordance with the instructions supplied and the user manual. The vehicle must always be properly locked when parked; convertible vehicles must have their tops closed when parked. Smoking is not permitted in the vehicle and no animals may be carried. Otherwise, the Rental Company is entitled to impose a fixed cleaning charge as per the summary of charges, Subs. 7.4. This fixed cleaning charge is also payable if there is excessive soiling of the vehicle.
- 4.3. The vehicle may only be driven by the Customer or a Co-Hirer. Permitting any third party to use the vehicle, in particular any sub-hiring, is strictly prohibited.
- 4.4. The permitted blood alcohol limit is 0.0 ‰ – driving under the influence of alcohol or any other intoxicating substance is strictly prohibited.
- 4.5. The Customer is liable for actions by another driver in the same way as for his own actions.
- 4.6. The vehicle may only be used in accordance with the relevant statutory and other official regulations and only on public roads; the German Road Traffic Code (StVO) and other countries' corresponding regulations must be complied with at all times. The vehicle may under no circumstances be used for motor sport purposes, in particular in any events in which the aim is to drive at the highest possible speed or practice runs for such events, even if such driving is permitted to the general public (e.g. at racetracks such as Nürburgring or Hockenheimring) or within the framework of vehicle tests or driving safety training. If this ban is contravened, the Rental Company is entitled to charge a contract penalty of € 2,500.00. The Rental Company reserves the right to claim for any damages exceeding this amount.
- 4.7. Any transport of dangerous substances as defined by the German Hazardous Goods Ordinance (Gefahrgutverordnung GGVSEB) is prohibited, as is the use of the vehicle for commercial passenger transport in return for payment. The vehicle may only be used for private purposes; any use for commercial purposes is prohibited. Also prohibited are all structural alterations and any modification of technical equipment.
- 4.8. The vehicle may only be used in Germany, Austria, Switzerland, the Netherlands, Belgium, Luxembourg, France, Spain, Portugal, Italy, Monaco, Andorra, Liechtenstein, San Marino, and Vatican City.

In order to counter the elevated theft risk in France, Italy, Spain and Portugal, above-average precautions must be taken there (e.g. only park in guarded car parks, use steering clamps). Failure to comply may result in the Rental Company claiming any losses back from the Customer. Crossing any border into another country is strictly prohibited.

- 4.9. Any contravention of the above rules constitutes a gross violation of the terms of the hire contract and entitles the Rental Company to cancel the contract without notice for good cause. This is without prejudice to any other claims by the Rental Company, in particular claims to damages.

5. Malfunctions, breakdowns, repairs

If the vehicle signals a warning, if the vehicle malfunctions or breaks down or if a repair becomes necessary, the Customer must immediately telephone

Porsche Assistance (0800-9114455) and

Porsche Drive (0711-91127911)

to agree further action. The Customer is not permitted to employ/allow anyone to rectify a malfunction or carry out a repair.

6. Fuel

- 6.1. The vehicle is supplied to the Customer with a full fuel tank. He must return it with a full fuel tank. Otherwise, the Rental Company will charge the Customer for the tank to be filled and for the required amount of fuel. The charges applicable are the Rental Company's charges as specified on the notice displayed at the rental station.
- 6.2. If the wrong fuel is put in the tank, the Customer is liable for the repair costs and any other loss/damages.

7. Hire charge, security deposit, other charges

- 7.1. If credit card is agreed on as a method of payment, the Customer irrevocably authorizes the Rental Company to charge all vehicle hire costs and all other amounts due in connection with the hire contract to a credit card presented on the conclusion of the hire contract, specified in the hire contract and/or presented later or additionally designated by the Customer. Such a credit card may be charged up to 6 months after the vehicle is returned, in particular for fuel top-up and repair costs.
- 7.2. At the beginning of the hire period, the Customer must provide a security deposit in case he fails to meet his obligations. The amount of this deposit depends on the deductible specified in Section 12. The Rental Company is under no obligation to keep the deposit separate from its own assets. No interest is payable on the deposit. The deposit will likewise be charged to the Customer's credit card.
- 7.3. Instead of charging the Customer's credit card, the Rental Company is entitled to have an amount equal to the deposit deducted from the credit limit granted to the Customer by his credit card provider.

7.4. Additional charges

Kilometers driven in excess of the free allowance: € 1.00 per km

Fuel costs (if tank not full on return): € 2.50 per liter

Charge for processing fines and penalties: € 35.00

No-show (failure to collect reserved vehicle): hire charge plus 50%

Charge for return transport: € 2.50 per km

Special cleaning: € 179.00

Loss of key: € 2,500.00

Late return of vehicle without notification: charge for the additional time plus 50% of the hire charge

8. End of hire period, vehicle return

- 8.1. The hire contract will terminate at the end of the agreed hire period. If the Customer continues to use the vehicle after the expiry of the agreed hire period, the hire contract will not be deemed extended; § 545 German Civil Code (BGB) does not apply.
- 8.2. If the Customer fails to return the vehicle to the Rental Company by the end of the agreed hire period, but he is not to blame, the Rental Company is entitled to make a charge for this additional period of use which at least equals the previously agreed hire charge; if the Customer is to blame for such a failure, he must pay an additional 50% of the agreed hire charge (see Subs. 7.4). This is without prejudice to any further entitlements to damages.
- 8.3. The Customer must return the vehicle and all of its accessories to the agreed location in accordance with the contract and, unless otherwise agreed, with a full tank by the agreed time at the latest.
- 8.4. If it is necessary for the vehicle to be transported back to the rental station, the Customer must pay the Rental Company the return transport charge specified in the summary of charges plus any other necessary costs (e.g. towing costs, travel to the vehicle's location, fuel costs).
- 8.5. If the key is lost, the Rental Company will charge the Customer the fixed sum specified in the summary of charges in Subs. 7.4.
- 8.6. The Customer and any Co-Hirers are jointly and severally liable in the event of any failure to return the vehicle as agreed.
- 8.7. The Customer must return the vehicle to

Rental Station Porsche Center Berlin, Franklinstraße 23, 10587 Berlin

Mo: 08:30 AM to 12:30 PM

(Only Vehicle Drop-Off & Information)

Tues-Sat: 9 AM to 6 PM

Sun: 11 AM to 3 PM

(or, if hired at an event, the rental station at the event concerned).

- 8.8. If the vehicle is not returned as agreed, the Rental Company expressly reserves the right to press criminal charges and to have the vehicle secured by the police.

9. Porsche Drive on Demand

If requested by the Customer, the vehicle can be picked up and/or dropped off at a location specified by the Customer when booking. A charge will be made for delivery to / collection from such a location. The Customer must be informed of the charge for such delivery/collection during the reservation process, before the reservation is finalized. Such an arrangement is only possible within the business territory relevant to the location concerned. The Customer must be notified of the extent of the business territory during the reservation process.

10. Insurance

The hire charge includes motor vehicle liability insurance to the extent that the latter is required by law in Germany. This does not cover items in or on the vehicle.

11. Vouchers

- 11.1. Porsche Drive vouchers can be redeemed from any Porsche Drive partner in the country in which the voucher was acquired. It is not possible to redeem them from a Porsche Drive partner based in another country.
- 11.2. A voucher can be redeemed either during the online reservation process (by entering the voucher number) or at the latest when the rental contract is agreed. The original voucher must be presented when the vehicle is handed over. Any remaining credit can be used for further Porsche Drive journeys and will be kept recorded in the system. Neither the value of a voucher nor any remaining credit can be paid out in cash. If a voucher is lost or stolen, the issuer accepts no liability for its unauthorized use. No replacements can be issued for vouchers lost or destroyed.

12. Rental Company's liability

- 12.1. The Rental Company bears unlimited liability for premeditation, gross negligence, absence of a guaranteed feature and personal injury. In cases involving a slightly negligent breach of an essential contractual obligation, the Rental Company's liability is limited to foreseeable damages typical of the type of contract concerned.
- 12.2. Liability regardless of culpability for defects already present when the contract is concluded (§ 536a German Civil Code (BGB)) is excluded.
- 12.3. The Rental Company accepts no liability for items left in the vehicle when it is returned; this does not apply in cases involving premeditation or gross negligence.

13. Customer's liability, reduction of liability

- 13.1. The hire charge covers a limitation of the Customer's liability for damage to or loss of the vehicle to a specified deductible. Under the terms of this "comprehensive insurance", the

Customer and any Co-Hirers are liable for losses up to an amount equal to an agreed deductible of € 2,500. If the vehicle rented is either a 911 Turbo or a 911 Turbo S, the amount of the agreed deductible is increased to € 7,500.

However, this limitation of liability does not apply if the loss/damage was caused deliberately by the Customer or a Co-Hirer. If the loss/damage was the result of gross negligence, the Rental Company is entitled to reduce the limitation of liability in proportion to the degree of culpability. Neither is there any entitlement to a limitation of liability if an obligation to be satisfied by the Customer/Co-Hirers (in particular obligations to notify pursuant to Subs. 13) has been breached deliberately. In the case of a grossly negligent breach of obligation, the Rental Company is entitled to reduce the limitation of liability in proportion to the degree of culpability. If a breach of obligation was not the cause either of the event giving rise to the liability or for the determination or the amount of the liability reduction, the Rental Company will remain obliged to limit the liability. However, this will not apply if the obligation was breached maliciously, fraudulently or deviously.

- 13.2. This contractual limitation of liability only applies for the agreed hire period. It will not apply if the vehicle is driven by a third party, i.e. someone who is neither the Customer nor a Co-Hirer. It only applies to loss/damage in a country in which Subs. 4.7 permits the vehicle to be used.
- 13.3. The Customer bears unlimited liability for breaches of legal regulations, in particular traffic and administrative regulations, committed by him or by a Co-Hirer. This includes offences committed at the end of the hire period, e.g. parking the vehicle in a pay car park without paying. The Customer hereby guarantees to indemnify the Rental Company against all fines and official warning penalty payments, fees and other costs which a public authority or any other agency imposes on the Rental Company or the registered owner of the vehicle for such offences. To cover the administrative costs incurred by the Rental Company in dealing with enquiries addressed to it by prosecuting authorities or any other third party investigating administrative offences, crimes or any other incidents during the hire period, the Rental Company will for each enquiry impose a fixed charge as specified in the summary of charges contained in Subsection 7.4. The Customer remains entitled to prove that the Rental Company's costs/damages were less, and the Rental Company remains entitled to prove that its costs/damages were greater.
- 13.4. Brake, operational and purely breakage damage does not constitute accident damage.

14. Enquiries from public authorities

The Rental Company / Dr. Ing. h.c. F. Porsche AG in its capacity as registered owner of the vehicle are entitled to disclose the Customer's name and private address in response to written enquiries from a German or foreign public authority relating to criminal or administrative offences connected with the use of the vehicle. In addition, the Customer must for this purpose supply the Rental Company / Dr. Ing. h.c. F. Porsche AG with the

names and private addresses of any third parties who have driven the vehicle; the Rental Company / Dr. Ing. h.c. F. Porsche AG are entitled to disclose this information as well in response to public authority enquiries as defined above.

15. Obligation to report accidents, theft and damage

- 15.1. The Customer or Co-Hirer must inform the police immediately of any accident, theft, fire, injury, damage caused by wild animals or other loss/damage. If they cannot be reached by telephone, the incident must be reported to the police at the nearest police station. This applies even if the vehicle is only slightly damaged and includes accidents which were the driver's own fault, with no third party involved.
- 15.2. If any damage whatsoever is suffered to the vehicle, the Customer must inform the Rental Company immediately by telephone and in writing of all details of the event which resulted in the damage. For this purpose, every section of the preprinted accident report supplied to the Customer must be completed carefully and truthfully.
- 15.3. The Customer and any Co-Hirers must do everything they can to help clarify how the damage was caused. They must answer any questions from the Rental Company truthfully and in full and are not permitted to leave the scene of an accident before the relevant facts have been established.
- 15.4. The Customer must not do or say anything to indicate that he admits being to blame for an accident or damage.

16. Termination

- 16.1. Either party is entitled to cancel the contract as provided by law. The Rental Company is entitled to terminate the hire contract exceptionally and without notice, in particular on the following grounds:
 - 16.2. inappropriate or prohibited use of the vehicle, in particular contrary to 4.5, 4.6, 4.7;
 - 16.3. involvement in a criminal offence.

17. Data protection

The Rental Company will collect and process personal data relating to the Customer and any Co-Hirers to the extent necessary for the implementation of the hire contract. For this purpose, the Rental Company will forward personal data to Dr. Ing. h.c. F. Porsche AG. Any additional processing of data by the Rental Company or by Dr. Ing. h.c. F. Porsche AG and any disclosure to a third party are only permitted if legally justified, e.g. by a declaration of consent made previously.

18. Applicable law, legal venue

German law applies. If the Customer is a merchant (*Kaufmann* as defined by German law), a public law legal entity or a public law special fund, the legal venue for all disputes arising out of or in connection with the hire contract is the Rental Company's registered

place of business. The same applies if the Customer has no general legal venue in Germany, if he has transferred his registered or usual place of residence abroad after the conclusion of the contract or if neither his registered nor his usual place of residence is known when legal proceedings commence. However, the Rental Company is also entitled to file suit at the Customer's registered or usual place of residence.