

General Terms and Conditions (T&C) for Vehicle Rental, Testing and Transport Services

Arndt Automotive GmbH, Ruwerstraße 7a, 41464 Neuss, Germany

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This translation is provided for information purposes only. In case of discrepancies, the German version shall prevail.

I. Scope of Application

These Terms and Conditions apply to all vehicle rental, testing, and transport contracts concluded between Arndt Automotive GmbH (hereinafter referred to as the 'Service Provider') and its commercial customers (hereinafter referred to as the 'Customer'). They also apply to all future business relationships, unless otherwise agreed in writing. Conflicting or differing terms and conditions of the Customer shall not apply unless expressly accepted in writing by the Service Provider.

II. Subject Matter of the Contract

The Service Provider rents, provides or transports vehicles (cars, trucks, tractors, transporters, special or test vehicles) under the agreed conditions for temporary use, vehicle benchmarking, testing, logistics or event operations. Subleasing, transfer to third parties or use for motorsport or illegal purposes is prohibited unless expressly agreed in writing.

III. Contract Conclusion and Payments

The contract shall be concluded by written confirmation or digital acceptance (email, platform, electronic signature). All prices are net plus statutory VAT. The Service Provider may require an appropriate deposit or prepayment. Invoices are payable within 14 days from receipt, unless otherwise agreed. In the event of default, statutory default interest (§288 BGB) and administrative charges may be applied.

IV. Rental Period, Handover and Return

The rental period begins upon handover of the vehicle to the Customer or an authorised third party. Handover and return shall be documented by a written or digital protocol (photo, app or form). The Customer shall return the vehicle in the same condition as received, except for normal wear and tear. If returned late, the Service Provider may charge the agreed daily rental rate per commenced day; further damage claims remain unaffected. Loss of keys, documents or accessories shall be borne by the Customer.

V. Cancellation Policy

In case of project or rental cancellations, the following cancellation fees apply (calculated on the net rental/service price):

- up to 12 weeks before start: 25%
- up to 8 weeks before start: 50%
- up to 4 weeks before start: 75%
- up to 1 week before start: 85%
- less than 1 week before start: 100%

VI. Obligations and Use

Only drivers with a valid driving licence and written authorisation by the Customer may operate the vehicles. The Customer shall comply with all applicable regulations (e.g. road traffic laws, transport and customs rules). Vehicles may not be used for:

- motorsport or performance events without written consent,
- unauthorised passenger or freight transport,
- travel to war or crisis regions,
- driving under the influence of alcohol, drugs or medication.

The Customer is liable for the conduct of all drivers, employees and agents.

VII. Electric Vehicles

1. Vehicles with electric drive are handed over fully charged and must be returned with an equivalent charge level.
2. The Service Provider may charge the costs of recharging and a service fee according to the current price list if the battery is not fully charged upon return.
3. The Customer shall only charge the vehicle with suitable equipment at authorised charging stations. Damage caused by incorrect charging, deep discharge, overheating or improper use of the charging system shall be borne by the Customer.
4. High-voltage batteries are expressly excluded from insurance coverage (both partial and comprehensive). The Customer is fully liable for all damages, defects or consequential losses to the high-voltage battery, particularly due to improper use, overcharging, discharging, thermal effects, manipulation or accident events, unless caused by the Service Provider.
5. The Service Provider may perform a post-rental safety inspection or diagnostic test of the high-voltage battery. If damages are detected that occurred during the rental period, repair costs may be charged to the Customer.

VIII. Maintenance, Damage and Accidents

The Customer must handle the vehicle with care, monitor fluid levels and ensure regular maintenance. In case of damage, breakdown or accident, the Service Provider must be immediately informed via the service hotline: +49 (0)2131 – 52338-300. The police must always be notified. Opposing claims may not be acknowledged. A full written accident report must be submitted within 48 hours. In case of gross negligence, any agreed limitation of liability becomes void.

IX. Insurance and Liability

All vehicles are insured for third-party liability according to statutory requirements and partially covered against fire, theft and glass damage. Comprehensive coverage or liability reduction can be individually agreed; applicable terms and deductibles are specified in the rental agreement. The limitation of liability shall not apply in cases of driving under the influence, gross negligence, unauthorised trips abroad, manipulation, or unauthorised use. The deductible varies by vehicle and project. The Customer is also liable for consequential losses, towing and recovery costs arising from their fault.

X. GPS, Telematics and Data Protection

Vehicles may be equipped with GPS or telematics systems. Such systems are used exclusively for safety, theft protection, contractual compliance and damage analysis. The Service Provider processes personal data exclusively for contractual purposes in accordance with Art. 6(1)(b) GDPR. Data will be deleted once no longer required or after

statutory retention periods. Data subjects have the right of access, rectification, deletion, restriction and portability. Responsible entity: Arndt Automotive GmbH, Ruwerstraße 7a, 41464 Neuss, Germany – datenschutz@arndt-automotive.de.

XI. Liability of the Service Provider

The Service Provider shall be liable only in cases of intent or gross negligence. In the event of slight negligence, liability shall be limited to foreseeable, typical damages. Liability for loss of profit or indirect damages is excluded, except in cases involving injury to life, body or health.

XII. Limitation Period

Claims of the Service Provider for changes or deterioration of the rental object become time-barred one year after return, but no later than six months after official or insurance file access has been granted.

XIII. Final Provisions

Any amendments or supplements must be made in writing. Should any provision be invalid, the remaining provisions remain valid. German law shall apply exclusively. Place of performance and exclusive jurisdiction is Neuss, Germany. These Terms apply solely to business customers within the meaning of §14 BGB.