

General Terms and Conditions of CAR-MAXX GmbH, Hamburg

*Flughafenstraße 25-29, 22415 Hamburg, as of
11/2015*

I. Scope/object of agreement

These General Terms and (GTC) apply to all contracts regarding the rendering of services in return for payment by CAR-MAXX GmbH and Customer or Client.

The services offered by CAR-MAXX GmbH include in particular:

- safe-keeping of vehicles on suitable parking areas (Park-and-Fly) in return for payment
- vehicle care

Deviating, contradictory, or supplementary General Terms and Conditions of Customer or Client do not become part of the agreement. This applies also if CAR-MAXX GmbH does not contradict expressly.

II. Conclusion of agreement

- 1) Client or Customer can place the order with CAR-MAXX GmbH via phone, fax, e-mail, mail or via the internet portal of CAR-MAXX GmbH. The agreement will only be concluded upon acceptance of the order by CAR-MAXX GmbH. Customer or Client will receive an order confirmation upon receipt of the order. The agreement will be concluded upon acceptance of the vehicle by CAR-MAXX GmbH at the latest.
- 2) If Client is not the same person as the vehicle owner or the person bringing the vehicle, Client shall still be liable for compliance with all contractual obligations as contractual partner of CAR-MAXX GmbH. If permitted by law, Client is also liable for damages towards CAR-MAXX GmbH as joint and several debtor in addition the vehicle owner or a third party.

III. Changes after conclusion of the agreement

- 1) Client or Customer is obliged to inform CAR-MAXX GmbH in due time but not later than one hour before the time of handover of the vehicle specified in the order of changes of the order, in particular changes of travel data and cancellation of the order. The notification must be made via the service hotline 01805/345 555 or the number ++49 (0)40 244 28 10.
- 2) If the change to information is not reported in due time or if the vehicle is not brought to CAR-MAXX GmbH without order cancellation, CAR-MAXX GmbH reserves the right to charge the damage caused by this. Client/Customer shall bear the burden of proof of lower damage.

IV. Acceptance of the vehicle by CAR-MAXX GmbH

- 1) Handover of the vehicle to CAR-MAXX GmbH will be effected at the agreed time on the VIP parking lot of Hamburg airport. Deviating agreements may be concluded. They must be expressly confirmed by CAR-MAXX GmbH.

- 2) CAR-MAXX GmbH will inspect the vehicle upon acceptance and will prepare written documentation, especially also regarding the degree of soiling, visible damages and other particulars. If required, damage or other striking particulars of the vehicle that already exist upon handover are recorded photographically.

Documentation of the damage of the vehicle already existent upon handover of the vehicle to CAR-MAXX GmbH is not necessarily complete. This applies in particular when a visual inspection upon handover is not possible or can only be carried out to a limited extent (e.g. in case of strong rain, darkness or because the vehicle is very dirty).

- 3) Client/Customer or the person bringing the vehicle must inspect the vehicle together with the staff member of CAR-MAXX GmbH if possible. The record created must be signed by the person bringing the vehicle and by the staff member of CAR-MAXX GmbH.
- 4) When handing over the vehicle, CAR-MAXX GmbH must be explicitly informed about loose valuables in the interior of the vehicle. The valuables are recorded in writing by the staff member of CAR-MAXX GmbH upon acceptance and countersigned by the person bringing the vehicle. Furthermore, No. 2 shall apply.

V. Safe-keeping of the vehicle

CAR-MAXX GmbH is responsible for proper safekeeping of the vehicle brought and the vehicle key for the indicated duration. CAR-MAXX GmbH keeps various parking spaces ready for safekeeping of the vehicle. Client/Customer is not entitled to safekeeping of their vehicle in a specific parking area.

VI. Parking time/excess or shortfall of parking time

- 1) Maximum parking time of the vehicle is three months. A longer period of time must be agreed in writing in advance on a case-by-case basis. In such case, CAR-MAXX GmbH may demand an advance payment of the full amount.
- 2) The parking time stipulated initially can be extended upon consultation. If stipulated parking time is exceeded by Client/Customer without consultation, CAR-MAXX GmbH may demand payment according to the agreement with Client/Customer for the duration of the excess. If the stipulated parking time is exceeded by more than 14 days, CAR-MAXX GmbH may remove the vehicle at the expense of Client/Customer. Prior to removal, CAR-MAXX GmbH must ask Client/Customer in writing to collect the vehicle under threat of removal. This order must be given if Client or Customer cannot be identified or can only be identified with disproportionate efforts.
- 3) If Client/Customer wants to collect their vehicle before expiry of the indicated parking time, CAR-MAXX GmbH must be informed of this complying with a notice period of at least 24 hours before the desired collection date. If CAR-MAXX GmbH receives information less than 24 hours before desired collection time, timely provision cannot be

guaranteed. Client/Customer must expect a waiting period.

VII. Return of the vehicle

- 1) The vehicle will only be returned to Client or Customer or to a person specified by Client or Customer upon conclusion of the contract or upon acceptance of the vehicle by CAR-MAXX GmbH at the latest.
- 2) CAR-MAXX GmbH undertakes to provide the vehicle at the agreed time on the VIP parking lot of Hamburg airport. Deviating agreements can be concluded. They must be confirmed expressly by CAR-MAXX GmbH.
- 3) CAR-MAXX GmbH may examine the identity of the collecting person. For this purpose, the ID card or passport must be shown to CAR-MAXX GmbH upon request. If the person specified for collecting the vehicle and the collecting person are not identical or if the identify of the collecting person cannot be determined exactly, CAR-MAXX GmbH may refuse to hand the vehicle over. In this case, the vehicle will be parked again in one of the parking areas of CAR-MAXX GmbH. Client shall bear the costs of the failed collection and continued safekeeping.
- 4) The collector is obliged to inspect the vehicle upon collection. Obvious damages must be reported immediately. They are recorded in the collection documents.
- 5) If Client or Customer dies before they can collect the vehicle, CAR-MAXX GmbH may return the vehicle to the vehicle owner or any other authorised person (e.g. heir, lessor) against presentation of legitimation.

VIII. Limitation of liability

- 1) CAR-MAXX GmbH shall be liable as of handover of the vehicle and the vehicle key by Client/Customer until return of the vehicle in accordance with the following provisions:
 - a) CAR MAXX GmbH shall be liable without limitation for damages caused by an intentional or grossly negligent injury to life, body or health. CAR-MAXX GmbH shall only be liable for damages to or the loss of the vehicle in case of intentional or grossly negligent conduct of their staff members or other vicarious agents in accordance with legal provisions. If essential contractual obligations are violated, CAR-MAXX GmbH shall also be liable in case of simple negligence but the amount shall be limited to the amount of the damage typical under the contract that is foreseeable upon conclusion of the agreement.
 - b) As regards the loss of valuables and other objects from the interior of the vehicle including the trunk, CAR-MAXX GmbH shall only be liable for itself, vicarious agents in case of intention and gross negligence and apart from that only if the relevant objects are explicitly specified in the handover record upon handover and included in the safekeeping contract.

2. Any liability for damages caused by force majeure shall be excluded. Liability for mere soiling of the vehicle is also excluded.

IX. Prices/terms of payment

Unless agreed otherwise, prices valid upon conclusion of the agreement apply to the selected service(s) in accordance with the price list of CAR-MAXX GmbH applicable upon conclusion of the agreement.

Unless agreed otherwise, payment of any fees due will be effected in cash, by EC or credit card upon collection of the vehicle.

X. Data protection

Personal data of Client and Customer and vehicle data including any photo documentation are stored to the extent required for the processing of the order and the provision of the contractual services. Client and Customer agree to forwarding of personal data to third parties if this is mandatory. CAR-MAXX GmbH undertakes to treat the data with strict confidentiality and to comply with legal provisions.

XI. Final provisions/severability clause

- 1) Should any provision of these GTC be or become fully or partially invalid or void, this shall not affect the validity of the remainder of these GTC. The void or invalid provisions shall be replaced by provisions of the German Civil Code.
- 2) All disputes between CAR-MAXX GmbH and Client and/or Customer shall be subject to the law of the Federal Republic of Germany. The place of jurisdiction for all claims under the contractual relationship is Hamburg if Client or Customer is not a consumer.