



WENCKSTERN[®]

Custom Manufaktur

Wenckstern GmbH • Oststraße 64 • 22844 Norderstedt

General terms and conditions of Hot Rod Fun

1. General

The rental of a "WENCKSTERN© Hot Rod" – hereinafter referred to as the vehicle – is carried out exclusively based on a written rental agreement and rental conditions. Any additional agreement must be included in the rental agreement in written in order to be effective

The subject of the rental agreement is the rental of a vehicle for the period specified in the rental agreement. The rental price results from the lessors' current price list at the time of booking.

The lessor is free to refuse the rental without giving reasons.

2. Booking / Payment / Force Majeure / Cancellation

The renter/driver is obliged to immediately pay the rental price to the costs (rent) shown in the booking to the lessor. The booking of the vehicle is binding after confirmation by the lessor in text form and one or more vehicles are reserved for the renter/driver to rent on the agreed date. Any other payment flow requires a separate agreement between the lessor and renter/driver. The rental agreement is concluded in writing before the vehicle is handed over on site.

If the vehicle is not taken over by the renter/driver at the agreed time or if the rental agreement is not concluded for reasons for which the renter/driver is responsible, the renter/driver

- may up to four weeks prior to starting day of the event a refund of 100%
- from four up to two weeks prior to starting day of the event a refund of 50%
- from two weeks up to 24 hours prior to starting day of the event a refund of 25%

Alternatively, both parties may mutually agree on a new date for the meeting or may issue a voucher to the full extend of the booking value valid for three years starting from issuing date.

In case however customers do not show up at all at agreed timing, missing to carry a valid driving license physically, showing up under influence of drugs or alcohol no refund will be granted.

In the case of cash vouchers, the full voucher value can be applied. In the case of product-related vouchers, these are not taken into account by any price adjustments and the voucher entitles the renter to participate in the event without any additional payment, even if the price is adjusted.

3. Special information / use at your own risk

The renter/driver is advised that the rented vehicles are special vehicles. The vehicles are not comparable to normal passenger cars in terms of operation and driving behavior, so even experienced drivers must familiarize themselves with the operation and driving behavior. The renter/driver expressly accepts the associated higher risks compared to ordinary road vehicles. Use is at the renter's/driver's own risk. In particular, the lessor is not liable for damage resulting from risks associated with the special version. The renter/driver is particularly advised of the following design features and risks:

- The vehicle is less recognized due to being smaller size.
- The vehicle does not have the usual safety features such as ABS, seat belt/airbag.
- The vehicle has direct steering (small steering wheel movements result in large changes in direction).

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- In contrast to conventional cars, the brake has to be operated with the left foot and does not have a brake booster.

The renter/driver and any other renters/drivers are obliged to familiarize themselves with the operation of the vehicle and its special features before starting the journey. This applies in particular to steering and braking behaviour. If anything is subject to misunderstanding, please consult the lessor or his employees during handover/instruction.

The renter/driver may only start the journey once he/she is in the position to safe control/handle of the vehicle.

The renter/driver is also advised that the vehicles do not offer any weather protection. The lessor is not liable for weather-related damage or dirt.

4. Taking over the vehicle

Before taking over the vehicle, the renter/driver must show:

- an original, valid driving license for cars (a photo is not sufficient) which authorizes the renter/driver to drive the vehicle
- a valid ID card or passport
- a debit or credit card

The vehicle will be handed over to the renter/driver in a roadworthy, undamaged and technically and visually perfect condition, with fuel and all accessories. In case damages are already apply prior the start, such damages are marked in the damage card which the renter/driver may check prior start of the tour. The renter/driver is obliged to inform the lessor of any complaints when the vehicle is picked up and must ensure that these are documented in writing in the damage card. The renter/driver will be instructed in the special features of operating the vehicle upon handover.

5. Authorized Drivers

The vehicle may only be driven by the renter/driver named in the rental agreement. The renter/driver of the vehicle must have the required and valid driving license, not be subject to a driving ban and be at least 18 years old. In addition, the renter/driver must be physically and mentally able to drive the vehicle safely. The ability to drive must not be impaired by medication, drugs, alcohol or any other way. The lessor or his employees can prohibit the trip or its continuation if they have reasonable doubts about it. It is forbidden to make phone calls or take photographs while driving. Furthermore, the renter/driver is responsible for ensuring that he complies with the legal regulations for driving motor vehicles and is also liable for all resulting consequences.

6. Use of the vehicle / exclusion from participation

The vehicle may only be used as part of a guided tour on a specified route.

Any instructions from the guide/lessor must be followed. In the event that the instructions are not followed by the renter/driver (e.g. but not limited to aggressive driving, overtaking, racing, failure to follow official driving guidelines on public roads), the renter/guide reserves the right to notify the renter / to exclude drivers from taking part in the tour (including during the event). The cost of returning/returning the vehicle to the rental station in the amount of €250.00 must be borne by the renter/driver. The renter/driver will bear the full amount of any additional costs for failure to re-rent the vehicle on time (at least equal to the booked tour price). If the renter/driver loses contact with the group or the guide/lessor, he or she must immediately stop at a suitable location and contact the guide/lessor. The trip may only be continued with the consent of the guide/lessor.

Driving is only permitted with a motorcycle helmet approved in accordance with the legal regulations in the Federal Republic of Germany, which can be borrowed from the rental company if necessary.



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The vehicle may only be used on public roads in the Federal Republic of Germany, but not for off-road driving, driving school exercises, in connection with motorsports or for driving on race tracks, even if these are free to the general public for test and practice drives. Use outside of public traffic is only permitted with the consent of the lessor. Use on federal highways is not permitted. The lessor is entitled to specify further spatial or material usage restrictions in the rental agreement.

The renter/driver is prohibited from subletting or giving the vehicle to third parties. The transport of hazardous substances within the meaning of the Hazardous Goods Ordinance on Roads and Railways (GGVSE) is prohibited. The vehicle may not be used to tow other vehicles and no other items may be transported on or in the vehicle, with the exception of rented accessories and items for personal use (clothing for travel, handbag). The renter/driver bears all costs in connection with the collection of fees for the use of certain transport routes and provides all obligations to cooperate in connection with the collection of fees.

The renter/driver must treat the vehicle with care, follow the instructions of the guide/lessor and observe the legal regulations.

In particular, he is also responsible for the proper and roadworthy condition of the rental vehicle during the rental period and must pay particular attention to technical defects (unusual noises, braking function, etc.). If there are doubts about the proper condition of the vehicle, the renter/driver must inform the rental company and refrain from further use of the vehicle.

7. Return of the vehicle

The renter/driver will return the vehicle with all accessories properly, at the agreed time and at the agreed location at the latest. If there is an important reason, in particular breaches of duty by the renter/driver (e.g. failure to follow the guide's instructions), the rental company is entitled to demand the early return of the vehicle at a certain point in time or to demand immediate termination of this rental agreement without notice. The renter/driver must also bear any further damage resulting from late return.

8. Obligations of the renter/driver in the event of damage or breakdown

In the event of damage or breakdown, the renter/driver is obliged to ensure that after initial care has been provided on site, all measures necessary to minimize damage and preserve evidence are taken, in particular:

- a) the police are called in immediately, even in accidents without the involvement of third parties as well as in self-inflicted accidents and in particular in accidents involving wild animals.
- b) The place and date of the accident as well as the names and addresses of all those involved in the accident and witnesses as well as the official registration numbers of the vehicles involved are noted and a sketch is prepared for forwarding to the lessor.
- c) the renter/driver does not make any statements regarding the question of guilt - in particular no admission of guilt.
- d) appropriate safety precautions are taken for the vehicle. The renter/driver may not leave the scene of the accident until he has fulfilled his obligation to investigate the incident and establish the necessary facts. If the vehicle, vehicle parts or accessories are stolen, the renter/driver must immediately report the theft to the responsible police station. Witnesses – if available – must be named for the location of the vehicle and a corresponding sketch must be drawn up.

The renter/driver is obliged to report any damage to the lessor immediately, personally, completely and truthfully. During further processing, the renter/driver is obliged to support the lessor and his insurer and to provide all information necessary to clarify the damage and determine the liability situation. He must immediately provide the lessor with a truthful written description of the facts. If, in the event of a breakdown, the safe operation of the vehicle is no longer guaranteed or its use is impaired, the renter/driver must take appropriate safety precautions and immediately coordinate the measures to be taken with the rental company.



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e) any work on the rental vehicle (e.g. repairing damage) is only permitted with express prior consent

Lessor's consent permitted. Any expenses incurred will not be reimbursed.

9. Liability of the renter

In the event of damage caused by the renter/driver, photo documentation of the damage caused to the vehicle(s) will be made.

The renter/driver and lessor create a damage report, which the parties sign together accordingly.

The renter/driver will provide a security deposit of € 2,500.00 (unless reduced to €500 by additional security in accordance with Section 10 and subject to intent or gross negligence).

The lessor will provide the renter with complete documentation of the damage electronically within 5 working days. This also includes a cost estimate for restoring the vehicle (vehicle repair) as well as any downtime and lost rental income caused by the damage.

If the amount of the cost estimate is less than the security deposit provided by the renter/driver, the lessor will refund the difference to the renter/driver.

10. Reduction of liability for damage to the rental vehicle

The vehicle is not fully insured. The renter/driver can reduce his liability for damage to the rental vehicle caused by simple negligence or for its loss by paying an additional fee, the deductible from € 2,500.00 to € 500.00 per case of damage. This does not apply to damage caused by gross negligence or intentionally. If the renter/driver has paid the additional fee for the reduction of liability, he is liable to the lessor for damage caused by gross negligence in proportion to the severity of his fault. The reduction in liability does not apply completely if the renter/driver caused the damage intentionally. The reduction in liability also does not apply if the renter/driver intentionally violates his contractual obligations under the rental agreement.

11. Insurance

The rental price includes motor vehicle liability insurance at least to the minimum extent required by law. This does not cover damage to items in or on the vehicle.

12. Defects in the vehicle

The lessor must ensure that the vehicle is in perfect condition and make the vehicle available on time and as agreed. If defects occur in a vehicle that impair the contractual use or if the vehicle breaks down for a reason for which the renter/driver is not responsible and the rental company does not remedy the defect/reason for failure within 80 minutes of becoming aware of the defect/failure a replacement vehicle, the renter/driver can withdraw from the contract. In this case, the renter/driver is only entitled to a refund of payments already made.

Any damage beyond this (travel, other rent) will not be reimbursed unless the lessor caused the non-fulfillment of the contract intentionally or through gross negligence.

13. Liability of the lessor

The lessor remains unaffected by the following and the above liability limitations in accordance with the statutory provisions for damages resulting from injury to life, body and health that are based on a negligent or intentional breach of duty by the lessor, his legal representatives or vicarious agents, for damages that are covered by liability under the Product Liability Act, as well as for damages that are based on intent, gross negligence or fraud on the part of the lessor, his legal representatives or vicarious agents. The lessor is liable for other damage caused by slight negligence to the extent that the negligence relates to the violation of contractual obligations, compliance with



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which is of particular importance for achieving the purpose of the contract (cardinal obligations). However, he is only liable if the damage is typically associated with the contract and foreseeable. The lessor is not liable for slightly negligent breaches of secondary obligations that are not essential to the contract

14. Data protection consent

The renter/driver agrees that his personal data, to the extent necessary for the transaction, will be stored by the lessor in accordance with the Federal Data Protection Act.

15. Photo and film recordings, contact details

The renter/driver agrees that photos and/or films will be taken of him while using the vehicle. The lessor is entitled to the usage rights to these photographs.

The renter/driver grants the lessor and his advertising partners his express permission, free of charge, to use such photographs for advertising purposes and to publish them for these purposes. Furthermore, when the rental agreement is concluded, contact details (email address, telephone number) are recorded by the renter/driver in order, among other things, to provide the renter/driver with photos/films after the tour and to inform the renter/driver after the rental agreement has ended to inform you about further offers from the lessor via newsletter.

Changes may occur depending on the station. The respective general terms and conditions of the station operators, which must be confirmed during the booking process, have higher priority.