

GENERAL TERMS & CONDITIONS (GTC)

STARCAR GmbH Kraftfahrzeugvermietung, Süderstraße 282, 20537 Hamburg / As of July 21, 2025

A. RENTAL AGREEMENT, RENTER, AND AUTHORIZED DRIVERS

- I. A rental agreement based on these General Terms & Conditions (hereinafter "GTC") is rendered effective in writing or by means of a (simple) digital signature in text form, or with a binding order placed by telephone, which the rental company must confirm in writing or in text form (e.g., by email).
- II. The renter may be one or several persons, all of whom must be specifically designated as renters in the rental agreement. In addition, it may be agreed in the rental agreement – subject to a fee – that the renter may make the rental vehicle available for use by a person listed by name as an authorized driver (hereinafter "authorized driver"). In such a case, the renter represents that such declarations as they may submit, especially with respect to the transfer of their obligations under the rental agreement, are likewise issued for the authorized driver(s) on their authority, to the effect that any and all declarations further operate to the benefit as well as to the detriment of the authorized driver(s). Insofar as the renter is entitled to make the rental vehicle available for use by an authorized driver, they must choose such individual with care and, in particular, make sure that, at the time the vehicle is handed over, the authorized driver holds the driver's license needed for the rental vehicle in question and meets any other requirement associated with the permission to operate a motor vehicle.
- III. Subject to the aforementioned provision, the renter is not otherwise entitled to make the rental vehicle available for use by a third party, be it against a fee or as a loan – not even for short-term use. Violations will result in the lapse of the agreed reduction of liability (also see item I.III. of the GTC).

B. GENERAL PROVISIONS

- I. The rental company is not obliged to hand over the vehicle with a full tank of gas or, in cases of electric vehicles, with fully charged batteries. In return, the renter need only return the vehicle at the end of the rental period at the fill or charge level recorded at the time the vehicle was handed over.
- II. The rental company restricts the use of rental vehicles outside the Federal Republic of Germany. If the renter wishes to travel abroad in the rental vehicle, they must specify the countries in question prior to entering into the rental agreement either at the rental station or online, where foreign travel destinations may be included at an extra charge.
- III. For rental vehicles that are subject to German toll regulations, the rental company has installed the necessary recording devices in the vehicles. The toll costs incurred during the rental period must be borne by the renter in addition to the rental price and will be charged by the rental company retrospectively. Outside Germany it is the renter's responsibility to comply with any relevant country-specific toll and vignette regulations, as well as to pay them in good time. The rental company is not obliged to provide information in this regard, nor is he obliged to equip the vehicles with technical or toll-specific precautions (vignettes, transponders) for the collection and billing of a toll abroad. The renter indemnifies the rental company against all related tolls incurred by him or third parties to whom he transfers the vehicle.
- IV. In consideration of the extraordinary risks associated with renting out a motor vehicle, of which both parties are aware, the renter undertakes to abstain from driving under the influence of alcohol or drugs in any quantity.
- V. Upon termination of the rental agreement, the renter must return any and all vehicle keys and documents provided to them on their own initiative. The rental company is entitled to retain a security to ensure the return of such vehicle keys and documents – or to offset the replacement costs should the renter fail to return such items.
- VI. It is prohibited to use the vehicle to participate in motorsport events, to use it outside of paved roads and paths, to participate in vehicle tests and driving safety training, to transport dangerous goods or to use it in or for the commission of criminal offences.
- VII. Smoking is strictly prohibited in all vehicles, including e-cigarettes and so-called "vaporizers". In the event of culpable violation of this smoking ban by the tenant or third parties transported by the tenant, the rental company may charge the tenant a flat rate, that is indicated in the price overview of additional services and costs (Appendix 1). The customer is allowed to prove that no damage occurred at all or is significantly lower than the flat rate.

C. PRE-ORDERING OF RENTAL VEHICLE

- I. The renter may pre-order a rental vehicle when making a reservation. Reservation enquiries in this regard are solely for the purpose of initiating a contract and always refer only to a specific vehicle group. The reservation confirmation sent by the rental company is a summary of the essential contractual components for the subsequent rental agreement, which is concluded only at the beginning of the rental period in the selected rental station after presentation of the necessary documents and means of payment.
- II. Reservations can be cancelled by either party at any time without giving reasons in text form, even after confirmation has been made. In the event of cancellations by the customer within less than 48 hours prior to the start of the rental period, the rental company may charge a flat rate specified in the price overview of additional services and costs (Appendix 1). The customer is allowed to prove that no damage occurred at all or is significantly lower than the flat rate.
- III. If the rental car is to be delivered to the renter and/or returned by the rental company, the costs incurred must also be paid in advance by the renter.
- IV. If no rental contract is concluded for the reserved rental vehicle without timely cancellation due to no-show, the customer is obliged to compensate the lessor for the loss of damage. The rental company may, at his option, charge the customer either with a flat rate in accordance with the price overview of additional services and costs (Appendix 1) or calculate a compensation corresponding to 60% of the daily basic rental price, for each day of the rental period was agreed upon in accordance with the valid reservation. The customer is allowed to prove that no damage occurred at all or is significantly lower than the flat rate.

D. RENTAL FEE AND TERMS OF PAYMENT

- I. The rental fee plus any additional costs (e.g. additional kilometers, accessories) are stated in the rental agreement. The rental fee plus deposit must be paid in advance. The same is true if the rental period is extended by mutual agreement.
- II. The rental company can also charge additional costs in accordance with the price overview of additional services and costs (Appendix 1) in case that these costs incurred during the rental period and/or due to the use of the vehicle. These include in particular:

1. Flat rate processing fees for the handling of administrative offenses in accordance with Section F.III. GTC.
2. Flat rate processing fee for claim handling in accordance with Section I.II.4.3 GTC.
3. Cleaning costs of the vehicle that is in a dirty condition beyond the contractual use or is returned with an odor impairment. Special cleaning costs are calculated according to effort, but at least with a special cleaning flat rate as indicated in Appendix 1.
4. Costs for lost or stolen vehicle keys, unless the renter is not responsible for the loss.
5. Costs for non-return of accessories supplied with the vehicle and/or additional equipment requested by the renter (e.g. car seat, navigation device, charging cable, etc.).
6. Further charging of toll costs in accordance with Section B. III. GTC.
The customer is permitted to prove that no damage occurred at all or that it was significantly lower as a flat rate set by the rental company.
- III. The renter is not entitled to offset or assert a right of retention against the landlord's rent claim, unless the claim to be offset is undisputed or legally established.
- IV. If payment is made by credit card, the rental company is also entitled to settle any damages or damage deductibles via the credit card.
- V. As a rule, only the anticipated rental fee and a rental vehicle deposit will be charged when payment is made using EC Cash. The customer agrees that subsequent claims under these contractual relationships may be collected by direct debit.

E. RENTAL PERIOD AND TERMINATION FOR CAUSE

- I. The contract is concluded for the rental period specified in the rental agreement.
- II. With the rental agreement having ended, the rental vehicle is to be returned to the rental company during business hours at the rental station where the vehicle was rented unless special arrangements made in the rental agreement provide otherwise.
- III. The rental agreement ends at the end of the agreed rental period. Any intended extension of the agreed rental period by the tenant must be notified to the rental company in good time before the end of the agreed rental period and must be approved by the company. In case of refusal, the rental car must be returned punctually on the agreed return date. Even if an extension of the rental agreement was agreed only verbally, any and all arrangements under the original rental agreement remain in effect. The rental relationship is not deemed to have been extended if the renter continues their use of the vehicle beyond the rental period. § 545 of the Bürgerliches Gesetzbuch (the Civil Code - BGB) (tacit extension) does not apply.
- IV. If the rental period is not extended (regardless of the reason), the tenant loses all rights under the rental agreement, particularly the insurance cover promised by the rental company, the COLLISION DAMAGE WAIVER (or „CDW“), as well as any liability waivers, agreed special rates or discounts. The tenant is obliged to pay the full rental price for each calendar day or part thereof of the rental period until the final return. The rental company reserves the right to provide proof of further damage.
- V. Either party may terminate the rental agreement without notice for cause. Such cause includes:
 - renter's default of payment or enforcement measures directed against the renter with the rental company;
 - improper use of rental object in violation of items B.VI. and G. of the GTC; and
 - unauthorized travel abroad / outside Germany in violation of item B.II. of the GTC.

F. ADMINISTRATIVE OFFENCES

- I. For violations of traffic and public order regulations or other legal provisions committed by the rental vehicle during the rental period, the renter is liable to the rental company without limitation, regardless of whether he himself has caused them or the authorized driver or another third party to whom the renter has transferred the vehicle. The renter indemnifies the rental company against any related fines and penalties, fees, and other costs that the authorities or other agencies may assess in response to such violations.
- II. Insofar as the leased property is secured during the rental period by the regulatory authorities or by private towing companies on behalf of the authorities, the tenant must immediately redeem the leased property by paying the fees and expenses charged.
- III. For the administrative expenses incurred by the processing of requests from law enforcement authorities or other third parties, the rental company is entitled to charge the tenant a flat rate, which is indicated in the price overview of additional services and costs (Appendix 1). The customer is allowed to prove that no damage occurred at all or is significantly lower than the flat rate.

G. RENTER'S SPECIAL DUTIES

The renter undertakes to check the rental vehicle during the rental period using the requisite and customary care, as well as to operate it both carefully and properly (cf. driver's duties pursuant to § 23 of the Straßenverkehrsordnung (the Road Traffic Act - StVO)). The duty to check specifically includes the ongoing monitoring of road safety as well as the oil level and tire pressure, along with compliance with the specifications listed in Part 1, such as the number of individuals permitted when operating the motor vehicle, maximum load and protecting the vehicle against theft and break-in. In cases of vans and trucks, the renter is specifically obligated to be mindful of the vehicle's dimensions as well as the specifications regarding maximum weight and load capacity.

H. DAMAGES TO RENTAL VEHICLE

- I. In the event that the rental vehicle malfunctions or otherwise exhibits technical issues, the renter must notify the rental company without delay. The rental company's express consent is needed to have the damage removed by a specialized repair shop for the rental vehicle's make. No such consent is required if the renter is assured by the specialized repair shop in a binding fashion prior to the completion of repairs that the costs will not exceed EUR 80.00. The rental company reimburses the renter for the effective costs of repairing the damages incurred in accordance with the foregoing provisions, provided that the renter submits the original invoice paid by them and validated by the repair shop, and further furnishes proof to the effect that they did not cause the damages or malfunctions.

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II. Damages caused by accident

1. Damages caused by an accident for purposes of these provisions refer to any event on public or private roads that is causally linked to the dangers associated with road traffic and results in the rental vehicle sustaining material damage – irrespective of whether the accident involved another party.
2. In the event of damage caused by an accident, the renter must
 - a. immediately notify the police and remain at the site of the accident until the police so alerted arrive;
 - b. record the names, addresses and insurance information of all parties involved, the plates of any vehicle involved as well as the names and addresses of all witnesses; and
 - c. prepare and submit to the responsible employee of the rental company a comprehensive damage report (describing the location of the accident, including a sketch, the time of the accident and how it occurred) following the vehicle's return at the rental station.
3. The renter is not authorized to acknowledge their culpability, be it orally or in writing, nor must they pre-empt the adjustment of the insured event by the liability insurance carrier for the rental vehicle by providing other statements or confessions – let alone, by making payments.
4. The renter is obligated to promptly notify the rental company of an accident by telephone or, if necessary, by email.
5. When returning the rental vehicle, the renter must apprise the rental company of all damages, malfunctions and damage caused by accidents even if and to the extent that such issues were resolved in the meantime.

I. RENTER'S LIABILITY

- I. Contractually agreed limitation of the liability of the renter as well as any authorized driver:
 1. When a reduction of liability (COLLISION DAMAGE WAIVER or "CDW") is chosen in the rental agreement, the deductible of the renter and any authorized driver in cases of damages is capped. Such contractual reduction of liability mirrors the coverage of fully comprehensive insurance (Vollkaskoversicherung). In this case, the renter and the authorized driver bear liability for damages only up to the amount of the agreed deductible. If payment is made by credit card, the CDW is optional.
 2. In the event of damage, STARCAR is entitled to collect the deductible agreed in the rental agreement from the renter, if a CDW up to the amount agreed in this regard, unless the lessee proves that STARCAR has suffered no or significantly less damage has arisen. If the billed damage is less than the deductible collected or the CDW, STARCAR will refund the difference to the renter. In the case of the unlimited liability of the lessee according to Section I. II. If possible, STARCAR will use the means of payment (payment card) provided by the renter.
 3. Liability for traffic infractions and criminal offenses cannot be reduced or excluded.
- II. Unlimited liability of the renter as well as any authorized driver despite contractual limitations of liability:
 1. The reduction of liability pursuant to item I.1.1. of the GTC does not apply to damage caused deliberately, or a willful violation of these GTC, by the renter or an authorized driver. In the event that damages are caused or duties are breached in a grossly negligent manner, the rental company is entitled to assert claims against the renter or authorized driver in keeping with the degree of culpability and in an amount up to the sum of total damages, with § 81 (2) of the Versicherungsvertragsgesetz (the Insurance Contract Act - VVG) governing the degree of culpability.
 2. The limitation of liability pursuant to item I.1.1. of the GTC further does not apply if:
 - the driver operates the motor vehicle under the influence of alcohol and/or drugs in any quantity.
 - a renter entitled to choose a driver independently hands the rental vehicle over to a driver who does not hold the driver's license needed for the vehicle in question.
 - if the vehicle has been used in violation of traffic regulations for sporting competitions, for motorsport events, vehicle tests, driving safety training, for the transport of dangerous goods, off paved roads and paths or for committing criminal offenses.
 - from unauthorized exceeding of the agreed rental period in accordance pursuant to item E. IV. of the GTC,
 - in the case of unauthorized travel abroad with the rental vehicle.
 3. If the renter transfers the rental car to a third party not named in the rental agreement, the renter and the third party are jointly and severally liable in the event of damage to the rental car.
 4. Extent of damages owed
 - The liability for damages extends to the repair costs plus any depreciation or, in the case of a total loss of the vehicle, to the replacement value of the vehicle minus the residual value.
 - In addition, the rental company is entitled to claim – insofar as incurred – towing costs, costs for recovery and repatriation, expert fees, loss of rent and any other additional costs as damages, unless the customer proves that the rental company has incurred no or significantly less expense and/or damage.
 - For the processing of claims, the rental company is entitled to charge the customer a flat rate, which is specified in the price overview of additional services and costs (Appendix 1). The customer is allowed to prove that no damage occurred at all or is significantly lower than the flat rate.

J. RENTAL COMPANY'S LIABILITY

- I. The renter holds no claims for damages against the rental company under the rental agreement unless their claim is premised on an injury to life, body or health or a violation of a cardinal contractual obligation; likewise, such exclusion of liability does not apply to cases in which the rental company commits a breach of contract in a grossly negligent manner, or its legal representatives or (vicarious) agents commit a breach of contract either willfully or through gross negligence. This clause includes damages resulting from breaches of duty in the context of contract negotiations.
- II. The renter expressly releases the rental company from any liability for damages or losses to or of items conveyed or left behind in the vehicle.
- III. When renting cooling trucks, the rental company specifically does not bear liability for damages to freight cargo caused by a malfunctioning or failing cooling system. It falls to the renter to check applicable statutory provisions with respect to the cooling needed for the goods in question on their own responsibility, and they will ensure compliance with such provisions. It is the renter's responsibility to procure the necessary insurance coverage for cargo, including coverage for failing refrigeration units.

K. PASSENGER ACCIDENT INSURANCE

Passenger contingency insurance provides for coverage in the amount of EUR 5,000.00 in the event of death and EUR 10,000.00 in the event of disability. For more passengers, the sums insured increase by 10% in cases of a proportional claim.

L. DATA PROTECTION

- I. The rental company processes personal data in compliance with the General Data Protection Regulation (GDPR) and all other applicable data protection laws.
- II. In the context of the rental, the rental company is entitled to collect and process the personal data of the renter and authorized driver (Art. 6 para. 1 sentence 1 lit. b), c) GDPR) in order to:
 - manage the booking, the rental agreement and the payment, as well as, if there is a legitimate interest, check the creditworthiness before concluding the rental agreement for the purpose of reducing the risk of non-payment,
 - To deal with administrative offences committed with the rental vehicle during the rental period.
- III. Vehicles in the STARCAR fleet are largely equipped as standard with information and communication systems such as navigation devices, mobile phone systems, GPS-tracking systems, on-board diagnostic systems, as well as systems for recording technical vehicle information, such as tank volume, mileage or speed („telematics“). Personal data that are stored in vehicle systems during the rental period by the customer himself shall be deleted by the customer. Instructions for resetting the systems to factory settings can be found in the owner's manual provided in the vehicle.
- IV. The rental company uses individual telematics data for the maintenance and care as well as organization of its vehicle fleet, as well as in the event of criminally relevant conduct on the vehicles, e.g. in the case of theft, embezzlement, usurpation or use in violation of contract. The processing of this data is in the legitimate interest of the lessor (Art. 6 para. 1 sentence 1 lit. f), c) GDPR), namely to protect and secure the ownership of our vehicles as well as to protect our contractual and non-contractual rights.
- V. The rental company stores personal data only for as long as it is necessary to fulfil the above-mentioned purposes. In addition to the rental company, recipients of the personal data collected are affiliated companies, agency partners, as well as authorities in the event of administrative offences during the rental period.
- VI. The renter and any authorized driver may demand that the rental company provide information about the data stored on them, the purpose of storing such data and the data's origin. In addition, they are entitled to their personal data being corrected, blocked, and erased. For more information on this subject, please refer to <https://www.starcar.de/datenschutz/>.

M. ARBITRATION

The rental company is neither obligated nor willing to participate in arbitration proceedings conducted by a consumer arbitration board. About the online resolution of disputes: The OS platform is to serve as a point of first contact for the out-of-court resolution of disputes regarding contractual obligations arising from online purchase agreements. The OS platform can be accessed using this link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=ENG>.

N. FINAL PROVISIONS

- I. The rental company is entitled to assign or transfer rights under the rental agreement, along with the title to the vehicle itself, to third parties, including by way of security.
- II. In the event that a provision of this agreement or these GTC, or any part thereof, is ineffective, void or unenforceable, the remaining provisions are to continue in full force and effect.
- III. German law applies.
- IV. If the renter is a business within the meaning of the Handelsgesetzbuch (the Commercial Code - HGB), or if they do not have a forum generale in the Federal Republic of Germany, the place of performance as well as the legal venue for all disputes in connection with this rental agreement is Hamburg, Germany.

APPENDIX 1 - OVERVIEW OF ADDITIONAL SERVICES AND COSTS

Type of service	Price (incl. VAT)	Remark
Special Vehicle Cleaning	100,00 EUR	Violation of smoking ban
Special Vehicle Cleaning	200,00 EUR	Heavy pollution
Cancellation fee <48h	40,00 EUR	
No-Show Fee	90,00 EUR	
Claims processing	89,00 EUR	
Flat-rate processing of administrative offences (domestic)	19,90 EUR	
Flat-rate processing of administrative offences (abroad)	49,90 EUR	
Processing fee due to unauthorized border crossing	500,00 EUR	
unauthorized border crossing	50,00 EUR	

HAVE A NICE TRIP!

