

## TERMS AND CONDITIONS FOR CUSTOMERS

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### 1. Scope of Application

- 1.1 These Terms and Conditions (hereinafter: "T&Cs") govern the legal relationship between GENESIS Motor Deutschland GmbH (hereinafter: "GENESIS") and the natural or legal persons (hereinafter: "Customers", referred to in combination with GENESIS as the "Parties") who use the GENESIS website, currently available at [www.genesis.com](http://www.genesis.com), (hereinafter: "Platform"), to lease the motor vehicles (hereinafter: "Vehicle") offered on the Platform for defined periods of individual use, with the use of the Platform being free of charge and the leasing of Vehicles being subject to a fee.
- 1.2 The Customer recognises these T&Cs as the sole contractual basis for use of the Platform (hereinafter: "Platform Use Agreement") and for the leasing of Vehicles (hereinafter: "Individual Lease Agreement"). No terms and conditions of the Customer apply, even if GENESIS does not expressly object to such terms and conditions. These Terms and Conditions are supplemented by the Tariff and Cost Schedule available at <https://flexibility.eu.genesis.com/de/en/sbt/#costs>.

- 1.3 GENESIS expressly reserves the right to make appropriate changes to these T&Cs and the Tariff and Cost Schedule. The Customer will be informed of such changes by email and by notifications on the Platform. All changes are regarded as valid if the Customer fails to object in text form (e.g. by email, fax) within six weeks of the announcement of such changes. GENESIS will make specific reference to this when announcing changes.

## 2. Registration on the Platform; Obligations of the Customer regarding platform use; Deregistration

- 2.1 The Customer registers on the Platform by entering the necessary data on the Platform during the order process and then clicking on the "Place binding order" button. By clicking, the Customer – in addition to the offer to conclude an Individual Lease Agreement (cf. Section 5.2) – issues a request to enter into a Platform Use Agreement with GENESIS. GENESIS then sends the Customer an automatically generated email (hereinafter: "Confirmation Email") to the email address provided by the Customer. By sending the Confirmation Email, GENESIS accepts the Customer's request to enter into a Platform Use Agreement. The conclusion of a Platform Use Agreement does not oblige either GENESIS or the Customer to conclude Individual Lease Agreements. The Confirmation Email contains a link which the Customer must click on to verify the authenticity of the email address it has provided. The functions of the Platform in the customer account will only become available to the Customer once this verification has taken place. GENESIS reserves the right to refuse the registration of a Customer if there is reason to believe the Customer will not behave in accordance with the agreement. A Customer may not have multiple accounts on the Platform.
- 2.2 The Customer is obliged to only provide truthful, complete information about himself on the Platform and via the Platform to GENESIS. The Customer is obliged to keep its information up to date.
- 2.3 The Customer is obliged to treat its access data as confidential and, to the extent possible, ensure that third parties cannot use its access data to access the Platform. The Customer is obliged to immediately inform GENESIS of any suspicion of such data misuse.
- 2.4 The communication methods provided by GENESIS via the Platform must not be used to transmit illegal content, advertisements, spam or any other communications which represent an annoyance due to their content or number. The Customer is obliged to observe any relevant laws when using the Platform.
- 2.5 GENESIS reserves the right to take appropriate measures in the event that these rules are violated, taking the legitimate interests of the Customer into account. Such measures include warning the Customer and the temporary or permanent blocking of customer accounts. Furthermore, GENESIS expressly reserves the right to take legal action with regard to any instance of misuse of the Platform.
- 2.6 Deregistration from the Platform is possible at any time provided there is no ongoing lease relationship with GENESIS. The Customer can send notification of termination of the Platform Use Agreement by email to the email address provided in the GENESIS imprint.

## 3. GENESIS' services and obligations as a platform provider

- 3.1 GENESIS offers Customers the opportunity to conclude Individual Lease Agreements with GENESIS and to manage the lease relationship via the Platform. Furthermore, GENESIS processes payments due for vehicle leasing in cooperation with a payment services provider.

- 3.2 GENESIS is obliged to ensure unrestricted Platform accessibility for 99% of the time on a per-month basis. Therefore, the Platform may be unavailable for a maximum of 7.3 hours per month. The relevant time period begins with the successful registration of the Customer onto the Platform. Once the calendar month in which registration took place has ended, the relevant time period always runs from the beginning to the end of a full month. Unavailability due to circumstances for which GENESIS is not responsible or due to maintenance and service work governed under Section 3.3 of these T&Cs remains reserved.
- 3.3 The Platform may not be available to the Customer when GENESIS performs necessary maintenance and service work and consequently has to cease or restrict provision of the Platform (hereinafter: "Downtime"). GENESIS will duly inform the Customer of any Downtime, at least two days before it takes place. Downtime may not exceed five hours per month.

## 4. GENESIS' services as a lessor

- 4.1 GENESIS will provide the Customer with a Vehicle for use on the basis of the respective Individual Lease Agreement. This includes the provision of the Vehicle in a roadworthy condition, with all legally required safety equipment, the registration of the lease vehicle, the payment of agreed insurance premiums (such premiums include liability insurance, partial and fully comprehensive insurance with a deductible of EUR 500.00 for partially comprehensive insurance or EUR 1,000.00 for fully comprehensive insurance and gap insurance), motor vehicle tax and radio licence fees, damage management, necessary maintenance work and wear and tear repairs, necessary inspections of the lease vehicle, the amount of kilometres selected in the offer and seasonal changes to all-weather tyres or, at the discretion of GENESIS, biannual tyre changes between summer and winter tyres as well as tyre changes due to wear and tear.
- 4.2 GENESIS is entitled to use subcontractors at its own expense and without prior consultation with the Customer. Any such use of subcontractors does not relieve GENESIS of its contractual obligations.

## 5. Conclusion of an agreement for vehicle lease

- 5.1 The Individual Lease Agreement for a Vehicle arises through quote and acceptance. The mere inclusion of a vehicle on the Platform, be it in a listing or in any other way, does not constitute an offer to conclude a corresponding Individual Lease Agreement. Listings only represent an invitation to the Customer to make a legally binding offer to conclude an Individual Lease Agreement for the respective Vehicle under the specified conditions.
- 5.2 The Customer submits an offer by clicking on the "Place Binding Order" button inside the listing. GENESIS then sends a booking confirmation by email to the email address provided on the Platform by the Customer. This booking confirmation is not an acceptance of the Customer's offer. The binding acceptance or rejection of the Customer's offer by GENESIS takes place within two working days. The Customer receives a corresponding notification by email and via the Platform.
- 5.3 The Customer must have selected a payment method on the Platform and entered the required information in order to lease a Vehicle.
- 5.4 The Customer has no right of revocation under Section 312g Para. 2 No. 9 German Civil Code, even if the Customer is a consumer.

## 6. Customers and other persons authorised to use the Vehicle

- 6.1 Customers may be private or corporate customers.
- 6.2 Subject to these T&Cs, the booked Vehicle may only be driven by the authorised driver(s) specified in the respective booking confirmation (hereinafter "Authorised Driver"). In this clause, driving also refers to moving the vehicle on private property, where German road traffic regulations or equivalent foreign laws may not apply.
- 6.3 The Customer or Authorised Driver may allow all other drivers listed in the booking confirmation (hereinafter "Authorised Third Parties") to use the vehicle for individual journeys. The provisions of this Section 6 must also be observed for Authorised Third Parties. The Customer or Authorised Driver may only allow any other persons to use the Vehicle with the prior, express written consent of GENESIS.
- 6.4 Evidence of a valid driving licence must be provided to GENESIS. Such evidence can be provided by uploading scans of the driving licence via the upload function on the Platform or by presenting the driver's licence on handover.
- 6.5 Authorised Drivers must be at least 18 years of age, in possession of a driving licence valid both for the use of the booked Vehicle and for use in Germany, and fulfil any conditions and requirements contained therein. The Customer must assume responsibility for making sure that the respective Authorised Driver has a driving licence which is valid for the Federal Republic of Germany. European driving licences issued by a Member State of the European Union (hereinafter "EU") and/or the European Economic Area (hereinafter: "EEA") will be accepted. Non-EU/EEA driving licences are only accepted in combination with an international driving licence, or a sworn German or English translation of the national driving licence, and evidence of entry into the EU/EEA.
- 6.6 The Customer undertakes to immediately inform GENESIS of the expiry, withdrawal or any other loss of the driving licence and to immediately stop using the vehicle. In this instance, the Customer must ensure that, after the cessation of use, the Vehicle is in a safe location at which motor vehicles can be parked in line with applicable legal regulations.
- 6.7 The Customer must ensure that the Authorised Driver and any Authorised Third Parties comply with all obligations arising from these T&Cs. In this regard, the Customer - without prejudice to any possible liability of the Authorised Driver or Third Party - is liable for breaches of obligation vis-à-vis GENESIS.
- 6.8 GENESIS may make the leasing of Vehicles subject to additional requirements or conditions. GENESIS will notify the Customer of such requirements and conditions before the lease of a Vehicle.
- 6.9 The Customer must immediately inform GENESIS of any change in its relevant data (name or company name, address, bank details) or the details of the Authorised Drivers (name, address) by amending the relevant data stored in its GENESIS customer account.
- 6.10 For each case of culpable violation of this Section 6, the Customer undertakes to pay a contractual penalty in the amount shown in the Tariff and Cost Schedule. The assertion of damages remains unaffected. In this case, the contractual penalty will be offset.

## 7. Vehicle handover; Costs of Vehicle handover; Courtesy car; Vehicle return

- 7.1 The Customer is informed via the Platform as soon as the booked Vehicle is ready for collection.

- 7.2 Upon agreement, the Customer has the option of having the Vehicle handed over at the location of its choice (e.g. its residence, place of work).
- 7.2.1 The Vehicle is only handed over to the Customer or Authorised Driver if they can identify themselves by means of an ID card or passport. In addition, a valid driving licence must be presented on handover. Furthermore, handovers can only be made to persons who are fit to drive (collectively: "Handover Conditions").
- 7.2.2 No additional costs are incurred for the handover of a Vehicle at a location of the Customer's choice. This is not the case if a handover at a location of the Customer's choice is not possible for reasons for which the Customer is responsible, for instance, because the Customer or Authorised Driver are not present or the respective individual does not meet the Handover Conditions. Additional handover appointments which become necessary for the reasons mentioned above are subject to a fee. The fee incurred is based on the Tariff and Cost Schedule.
- 7.3 Should the booked Vehicle no longer be available, GENESIS is entitled to provide a Vehicle of equivalent or higher standard and to hand this over to the Customer for the purpose of fulfilling the agreement. The prerequisite for this is that all significant features are matched. Significant features are: vehicle type, freedom from damage, engine power with a permissible deviation tolerance of 10%, transmission type, fuel, body type (estate, saloon, etc.), number of seats and doors.
- 7.4 GENESIS will provide the Customer with a courtesy car in the event of a breakdown or traffic accident for which the Customer is not responsible. No charges are incurred by the Customer for the provision of the courtesy car. The T&Cs and the terms of the Individual Lease Agreement also apply to the use of the courtesy car.
- 7.5 Upon handover of the Vehicle, the Customer also receives the vehicle key and the required associated documents (e.g. copy of the registration document).
- 7.6 Upon handover, the Vehicle is inspected by a competent employee together with the Customer/Authorised Driver and any defects are recorded in a log (hereinafter: "Vehicle Handover Log").
- 7.7 After inspection of the Vehicle, the Vehicle Handover Log must be signed by the competent employee and the Customer/Authorised Driver. This log documents the contractual condition of the Vehicle. Both Parties receive a copy of the Vehicle Handover Log.
- 7.8 Upon its return, the Vehicle is inspected by a competent employee together with the Customer/Authorised Driver and any evident defects are recorded in a log (hereinafter: "Vehicle Return Log").
- 7.9 After inspection of the Vehicle, the Vehicle Return Log must be signed by the competent employee and the Customer/Authorised Driver. This log documents the condition of the Vehicle upon return. Both Parties receive a copy of the Vehicle Return Log.
- 7.10A final valuation reduction report will be ordered within 72 hours of return.

## 8. Contractual use and obligations of the Customer

- 8.1 The Customer undertakes to treat the Vehicle with care in accordance with the operating instructions, to keep it in a roadworthy condition and, in particular, to observe warning lights and maintenance intervals, such as those associated with refilling operating fluids. The Customer also undertakes to use the Vehicle for no purpose other than that specified in the agreement and to always lock the Vehicle doors securely and park it in a safe manner.

8.2 GENESIS remains the owner of the Vehicle. However, the Customer undertakes to abide by all legal responsibilities of a motor vehicle owner.

8.3 Sole responsibility of the Customer for fines and other penalties:

8.3.1 The Customer ensures that relevant measures are taken vis-à-vis the authorities in the event of traffic violations directly associated with the Vehicle.

8.3.2 The costs for use fees (including tolls and highway permit stickers), fines and penalties for traffic violations incurred during the term of the Individual Lease Agreement are borne by the Customer. Should public authorities or other bodies, in Germany or abroad, demand payment from GENESIS as the owner, the Customer undertakes to indemnify GENESIS immediately after corresponding notification.

8.3.3 The Customer must pay a flat fee to GENESIS for each processing of a traffic violation committed using the Vehicle. The amount of the flat fee is based on the respective Tariff and Cost Schedule. The flat fee will not be charged if the Customer can prove that it is not responsible for the costs, that no costs were incurred or that the actual costs were significantly lower than the flat fee.

8.3.4 GENESIS is entitled to disclose the name, address and contact details of the Customer, the Authorised Driver or the Authorised Third Party to the authorities in the event of a violation of the obligations under Sections 8.3.1 and 8.3.2, to safeguard its own interests or to the extent necessary to fulfill a legal obligation. GENESIS makes express reference to the particular features of road traffic regulations in countries such as Austria or Switzerland which, if violated or not observed, may result in criminal prosecution of the permit holder by official bodies (Driver Information).

8.4 The Customer must not:

8.4.1 use the Vehicle for motor sport, in particular motoring events where vehicles are driven at their maximum speeds, or for journeys to and from such events;

8.4.2 to use the Vehicle for vehicle tests, driving lessons or driver safety training;

8.4.3 to use the Vehicle for the commercial transport of people or goods;

8.5.4 to use the Vehicle as the subject of journalist / publicist activity (publication of commercial test reports and user reports to the press or on the Internet, e.g. in social media, etc.);

8.5.5 to hand the Vehicle over, for a fee or free of charge, to third parties who are not Authorised Third Parties within the meaning of these T&Cs, in car sharing or other such schemes;

8.5.6 to use the Vehicle to commit criminal acts, even if such acts are only punishable under the jurisdiction of where the criminal acts are committed;

8.5.7 to use the Vehicle to transport highly flammable, poisonous or otherwise dangerous substances;

8.5.8 to drive the Vehicle under the influence of alcohol or narcotics as specified by the Narcotics Act or other intoxicating substances or drugs, provided that these substances reduce a person's ability to drive;

8.5.9 to drive the Vehicle off-road;

8.5.10 to smoke, vape, or use e-cigarettes and the like, or to permit third parties to do so;

- 8.5.11 to let animals into the Vehicle, unless such animals are in a closed cage securely stored in the luggage compartment;
- 8.5.12 to transport more passengers than permitted in the vehicle registration;
- 8.5.13 to make, or allow others to make, amendments to the Vehicle of a technical or cosmetic nature (such as the attachment of stickers, performing modifications or vehicle-tuning) on or in the Vehicle;
- 8.5.14 to perform, or allow others to perform, repairs;
- 8.5.15 to transport children or infants without a booster seat / child seat.

8.6 With its signature, the Customer confirms its intention to predominantly use the Vehicle in Germany.

#### 8.7 Trips abroad:

- 8.7.4 the booked Vehicle may be driven to the following countries as well as in Germany: Austria, Switzerland, Italy, Spain, Portugal, France, Czech Republic, Slovenia, Slovakia, Hungary, Poland, Belgium, Netherlands, Denmark, Norway, Sweden, Finland, Estonia, Latvia, Lithuania, Greece, Liechtenstein, Luxembourg. Driving the Vehicle to any country not listed here is expressly prohibited and is only permitted with the prior, express written consent of GENESIS.
- 8.7.5 On trips abroad, the Customer is obliged to take all necessary documents and safety accessories in the Vehicle, e.g. sufficient safety vests, in accordance with the requirements of the destination country and all countries in between.
- 8.7.6 The Customer bears all risks arising from usage of the vehicle outside Germany, insofar as such risks are not covered by the vehicle insurance taken out by GENESIS. In such cases, the Customer must indemnify GENESIS from any third-party claims. The Customer must take actions to defend against such claims at its own expense. In the event of damage abroad, the Customer must pay the costs of settling any claims. Such costs will be reimbursed by GENESIS within the limits of the vehicle insurance taken out by GENESIS after presentation of proper receipts.

#### 8.8 What to do in the event of accidents, damage or theft:

- 8.8.4 After an accident, theft, damage due to fire or game or any other type of damage, the Customer, the Authorised Driver or Authorised Third Party must immediately notify and call in the police, as well as inform GENESIS immediately by telephone. GENESIS provides a 24/7 hotline for such events. This also applies even if the damage to the Vehicle is minor or the accident is self-inflicted without a third party being involved.
- 8.8.5 The Customer may only depart from the scene of the accident when police have concluded their recording of the incident, GENESIS have agreed, measures to preserve evidence and minimise damage have been taken and the Vehicle has been handed over to a towing company or, after consultation with GENESIS, has otherwise been parked in a safe place or moved on by the Customer.
- 8.8.6 The Customer may not accept liability or make an equivalent declaration for accidents in which the Vehicle was involved. If liability is accepted despite this prohibition, this will only apply to the Customer itself. Neither GENESIS nor the insurer will be bound by this.
- 8.8.7 Regardless of whether an accident was caused by the Customer or by someone else, GENESIS will provide the Customer with a damage report form after reporting of the accident, which must be completed and returned to GENESIS in text form (e.g. by e-mail, fax) within 7 days.

8.9 For each case of culpable violation of this Section 8, the Customer undertakes to pay a contractual penalty in the amount shown in the applicable Tariff and Cost Schedule. The assertion of damages remains unaffected. In this case, the contractual penalty will be offset.

## 9. Package price; Invoicing; Terms of payment

9.1 The package price for the booked Vehicle can be found in the booking confirmation. A booking interval corresponds to one month. GENESIS will invoice the Customer for the package price in advance of the respective booking interval. The lease period begins with the handover of the Vehicle to the Customer. The amount for one booking interval is calculated from this date.

9.2 The prices indicated in the booking confirmation are final prices. Sales tax and all other applicable price components are included. Any delivery costs are also indicated in the booking confirmation. No additional delivery, freight or transport costs apply.

9.3 Any agreed ancillary services booked separately by the Customer must be paid separately by the Customer insofar as these are not expressly indicated as being included in the package price in the booking confirmation.

9.4 Customer payments can only be made cashless using the payment services specified by GENESIS on the Platform to the account specified by GENESIS in the booking confirmation or the respective invoice.

9.5 The Customer and GENESIS agree that the payment of the first booking interval is due immediately after handover and the amount is pre-allocated on a credit card beforehand. Payment for each subsequent booking interval is due on the day of each following month corresponding to the calendar date on which the term began.

9.6 The Customer consents to GENESIS invoices being sent in electronic form to the email address provided by the Customer. The Customer accepts that it will not receive any paper invoices and that GENESIS will send an electronic invoice compliant with legal requirements to the email address provided.

## 10. Liability of the Customer

10.1 The Customer is relieved of liability within the limits of the scope of the vehicle insurance according to Sections 8.7.6 and 10 of these T&Cs. The Customer bears unlimited liability in accordance with legal requirements for instances of damage not covered by the vehicle insurance according to Sections 8.7.6 and 10 of these T&Cs.

10.2 The Customer must pay a deductible for each instance of damage for which it is responsible. The amount can be found in the details of the respective booking confirmation, the product details page or in the checkout on the overview page.

10.3 In the event of a self-inflicted accident, the Customer's liability extends to the amount of the agreed deductible, including additional damage costs, such as expert costs, towing costs, depreciation, loss of lease income, higher insurance premiums or additional administrative costs.

## 11. Liability of GENESIS; Force Majeure

11.1 GENESIS is liable for damage caused by itself or its vicarious agents through intent or gross negligence in accordance with legal requirements.

11.2 For simple negligence, GENESIS is only liable in the event of a breach of an essential contractual obligation and the amount is limited to the foreseeable damage typical for the contract. Essential contractual obligations are



those whose fulfillment enables any proper execution of the contract and on whose compliance the Customer can regularly rely. The regulations of this Section 11.2 also apply for the legal representatives and vicarious agents of GENESIS.

11.3 The above limitations of liability do not apply for granted warranties, injuries to life, limb or health or for claims under the Product Liability Act.

11.4 Events which are unpredictable, unavoidable and beyond the control of GENESIS and for which GENESIS is not responsible which wholly or partially prevent GENESIS from fulfilling its obligations, in particular war, pandemics, epidemics, terrorist attacks, natural disasters, fire damage, floods, strikes, lockouts or official orders release GENESIS from the obligation to provide timely performance for the duration of these events.

## 12. Orders; Foreclosure; Right of retention; Offsetting; Assignments

12.1 If foreclosure of the Vehicle is imminent or has taken place, GENESIS must be informed immediately.

12.2 The Customer is not entitled to offset claims vis-à-vis GENESIS unless its counterclaims are legally binding or undisputed.

12.3 The Customer is not entitled to a right of retention unless the counterclaims are uncontested or legally established and based on the same contractual relationship.

12.4 Any claims and other rights of the Customer arising from the contractual relationship with GENESIS may only be assigned with the prior written consent of GENESIS. GENESIS is entitled to assign claims from the contractual relationship for the purpose of refinancing.

## 13. Term of Vehicle lease; Termination

13.1 The agreed term in the respective Individual Lease Agreement (hereinafter: "Minimum Term") begins on the day of the agreed handover of the Vehicle. If the handover of the Vehicle has not taken place at the agreed time for reasons for which the Customer is not responsible, the Minimum Term begins with the actual handover of the Vehicle.

13.2 After the expiration of the Minimum Term, the respective Individual Lease Agreement is extended indefinitely at the agreed package price. Once the Minimum Term has expired, the Customer may terminate the agreement at any time with a notice period of 10 days to the end of the month.

13.3 After the expiration of the Minimum Term, GENESIS may also terminate the agreement at any time with a notice period of 2 months to the end of a month.

13.4 If the Customer desires a seamless transition to another Vehicle, the Customer must indicate this on the Platform via the respective function at least 10 days before the expiration of the Minimum Term.

13.5 The Customer must return the Vehicle to GENESIS by the last day of the term at the latest. Further rules on Vehicle returns are based on Sections 14 and 15 of these T&Cs.

13.6 Termination must be in text form (e.g. by email or via the corresponding function on the Platform).

13.7 If the Customer fails to return the Vehicle by the end of the term in line with the contract, the term is automatically extended by one calendar month. The package price is then calculated as if the Customer had only booked the Vehicle on a monthly basis. Section 545 German Civil Code does not apply.

13.8 The right to extraordinary termination for just cause remains unaffected. GENESIS has just cause for extraordinary termination if, in particular:

- the Customer is in arrears in an amount equalling the sum of a monthly package;
- the Customer, Authorised Driver or Authorised Third Party significantly endangers the Vehicle provided by neglecting its duty of care;
- the Customer culpably hands over the Vehicle to an unauthorised third party;
- the Customer has disclosed false information or withheld facts when concluding the Individual Lease Agreement and as a result GENESIS cannot reasonably be expected to continue the Individual Lease Agreement until the expiration of the notice period or any other end of the usage relationship;
- GENESIS cannot reasonably be expected to continue the Individual Lease Agreement due to the Customer causing frequent damage. This level of frequency is regularly achieved when total damage amounting to EUR 5,000.00 for which the Customer is responsible has been inflicted on the vehicle in one or several incidents.

13.9 If several Individual Lease Agreements exist between GENESIS and the Customer and GENESIS is entitled to immediate extraordinary termination of one of these agreements, GENESIS is entitled to immediate extraordinary termination of the other Individual Lease Agreements if GENESIS cannot reasonably be expected to maintain other Individual Lease Agreements due to grossly negligent behaviour on the part of the Customer. This particularly applies if the Customer deliberately damages the Vehicle, culpably withholds information on damage to the Vehicle, attempts to conceal damage to the Vehicle or uses the Vehicle to commit deliberate criminal acts.

13.10 If GENESIS terminates an Individual Lease Agreement, the Customer is obliged to immediately return the Vehicle to GENESIS along with all vehicle papers, accessories, and keys.

13.11 GENESIS reserves the right to assert claims for damages in the event of extraordinary termination.

## 14. Location and time of Vehicle return

14.1 If no return appointment and/or location are indicated in the Individual Lease Agreement, GENESIS will agree an appointment and location with the Customer before expiration of the term.

14.2 During the term, the Customer is also obliged to return the Vehicle to GENESIS upon request for just cause. Just cause includes in particular inspection, maintenance, repair, or manufacturer recall. In this case, the Customer receives a courtesy car with all significant features for the remaining lease term upon return of the Vehicle. Significant features are: vehicle type, freedom from damage, engine power with a permissible deviation tolerance of 10%, transmission type, fuel, body type (estate, saloon, etc.), number of seats and doors.

## 15. Vehicle condition upon return; Defects and damage

15.1 The Vehicle must be returned in a contractual condition. In this context, contractual condition means that the Vehicle must be returned in the condition it was accepted (including cleaning of the interior and exterior of the Vehicle). Any wear of vehicle parts arising due to contractual use of the Vehicle during the lease term are not taken into account.

- 15.1.1 Section 15.1 also applies for accessories. Accessories include all loose items in the Vehicle at the time of the Vehicle handover, such as warning triangles, first-aid kits, tools, etc., all documents such as Part I of the registration certificate, the service booklet and all keys.
- 15.1.2 Section 15.1 also applies for the consumption of operating fluids of all kinds (e.g. fuels, AdBlue, windscreen washer fluid, engine oil). Such fluids should be refilled in the amount and equivalent quality by the Customer in a way which restores the contractual condition upon return.
- 15.2 The condition of the Vehicle as documented in the Vehicle Handover Log upon handover determines contractual conformity.
- 15.3 If the Vehicle is not returned in a contractual condition, the Customer is obliged to pay GENESIS compensation. This does not apply if the Customer is not responsible for the Vehicle not being in a contractual state upon its return.
- 15.4 If the Vehicle is returned with more kilometres driven than contractually agreed, the excess kilometres are invoiced upon return of the Vehicle. The amount of additional payment to be made by the Customer can be found in the relevant booking confirmation and the applicable Tariff and Cost Schedule.

## 16. Processing of personal data

GENESIS processes the personal data of Customers, Authorised Drivers, Authorised Third Parties and other persons during the Platform registration process and the execution of the Individual Lease Agreement in accordance with applicable privacy law. Additional information on the processing of personal data is contained in the privacy policy which can be accessed [here](#).

## 17. Other provisions

- 16.1 Contractual relations between GENESIS and the Customer are subject to German law to the exclusion of the UN Sales Convention (CISG).
- 16.2 If the Customer is a merchant (Kaufmann), the place of jurisdiction for all disputes arising from the Platform Use Agreement or Individual Lease Agreements is Frankfurt. The same applies if the Customer is a natural person and transfers its place of residence or usual abode outside the territory of the Federal Republic of Germany after conclusion of contract. The same also applies if the place of residence or usual abode of the Customer is not known at the time legal action is commenced.
- 16.3 Genesis is neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board.
- 16.4 Should individual provisions of this agreement be invalid, the validity of the other provisions will not be affected. In such an eventuality, the Parties undertake to replace any invalid provisions with new ones which correspond to the original aim of the invalid provisions.
- 16.5 Subsidiary agreements, amendments and additions to these T&Cs are only effective if agreed in writing upon or after the conclusion of contract and expressly designated as subsidiary agreements, amendments or additions. This also applies to this clause.

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