

## **General rental conditions RIDING EXPERIENCE ALTO ADIGE for BMW motorcycles**

For the rental of a BMW motorcycle, the following General Terms and Conditions of RIDING EXPERIENCE Südtirol as the **lessor** shall become an integral part of the vehicle usage contract concluded between us and you (hereinafter referred to as the "User").

### **1. Subject matter of the contract**

By concluding the vehicle usage contract, the user receives the right to use the vehicle for the agreed duration to the extent stipulated in the contract. In particular, this entitles the Rental Firm to payment of the contractually agreed rental price and other contractually agreed fees.

The subject of the contract is expressly only the rental of a motorcycle. The Rental Firm does not owe travel services or a package of travel services (package tour). The statutory provisions on the travel contract - in particular § 651 a paragraph 1 and the following paragraphs and sections of the German Civil Code (BGB) - shall not apply. The user carries out his journey independently and uses the vehicle on his own responsibility.

When the vehicle is handed over or returned, a handover or return protocol must be completed in full and signed. These two protocols are part of the vehicle usage contract.

### **2. Minimum age of the driver, driving license, additional driver**

The driver must be entitled to drive vehicles in the AM, A, A1 and A2 driving license categories and, unless otherwise stipulated below, must be at least 20 years of age and have held a driving license valid for the respective vehicle category in Germany or other EU member states for at least 3 years. A minimum age of 24 years and possession of a driving license valid for this vehicle category in Germany or in other EU member states for at least 3 years are prerequisites for renting a vehicle for which driving license category A is required. The user must ensure that only persons who meet the aforementioned conditions drive the vehicle. Presentation of a valid driver's license by the user and/or the additional driver at the time of handover is a prerequisite for the handover of the motorcycle. If there is a delay in connection with the handover due to failure to present the driver's license, this shall be borne by the user. If the driver's license cannot be presented either at the agreed handover time or within a reasonable grace period, the Rental Firm shall be entitled to withdraw from the contract. The cancellation conditions in Section 6 of these Terms and Conditions of Vehicle Use shall apply. An additional driver can be legitimized for a fee before the start of the rental period in accordance with the current price list.

### **3. Charges and terms of payment**

The rental price is based on the price list valid at the time of conclusion of the contract or on the agreements in the rental contract. Any additional kilometers required will be charged upon return of the vehicle according to the price list valid at the time of conclusion of the contract. Fuel costs, toll, parking and ferry fees as well as fines and other penalties shall be borne by the renter. The rented vehicle must be returned with a full tank; otherwise refueling costs will be charged according to the price list. The rental price covers the costs of insurance coverage according to item 4 as well as maintenance, oil consumption and wear and tear repairs. The day of handing over the vehicle and the day of taking it back shall be calculated as one rental day, provided that the vehicle is returned on time at the agreed time and the total time does not exceed 24 hours. If the receivables from the rental contract are paid with a credit card, the signature of the cardholder is considered as authorization to charge the entire invoice amount to the relevant account with the credit card organization. This authorization shall also apply to subsequent charges resulting from damages culpably caused by the Lessee (up to a maximum of the contractually agreed deductible) and administrative offences committed by the Lessee, including consequential costs attributable to the Lessee (in particular towing costs). Therefore, the rental agreement and the credit card must be issued to the same person/company. If the Lessee is in default of payment in accordance with the statutory requirements, the default interest shall be 5% above the base interest rate.

### **4. Insurance coverage**

The vehicle is registered in the name of BMW AG and insured by BMW Motorrad against third party liability with a lump sum cover of EUR 100 million for personal injury, property damage and financial loss (limited to EUR 15.0 million per injured person in the case of personal injury). However, there is no comprehensive vehicle insurance (fully comprehensive), partial vehicle insurance (partially comprehensive) or accident insurance.

Individual limitation of liability in accordance with the principles of partial or comprehensive cover with a deductible per claim in the amount agreed in the vehicle usage contract, insofar as the terms and conditions do not provide for any further liability on the part of the user, in particular in accordance with Section 13 of these Vehicle Usage Terms and Conditions.

## 5. Reservation and terms of payment

Reservation and terms of payment Reservations are only binding after written reservation confirmation (email) by the lessor. With the reservation confirmation the renter receives the right to a motorcycle in the booked price group, as far as the provision of a substitute vehicle is not allowed according to clause 9. There is no claim to a certain vehicle type, only to a vehicle of the booked price group. After receipt of the reservation confirmation in written form (email), a deposit in the amount of the specifications in the reservation confirmation is to be transferred to the Lessor's account stated in the reservation confirmation within 7 days (receipt of payment). The landlord can withdraw from the contract in case of late payment after a reminder and fruitless expiration of a grace period for supplementary performance. The cancellation conditions of clause 6 shall apply. The remaining rental price as well as the deposit must be paid to the lessor at the latest when the vehicle is picked up on site.

## 6. Cancellation and rebooking

- a) It is pointed out that a general legal right of withdrawal from rental contracts is not provided for. However, the landlord grants the tenant a contractual right of withdrawal to the extent described below: - In the event of cancellation up to 90 days before the start of the rental period, no cancellation costs will be incurred.  
- In case of cancellation between the 89th and 14th day before the beginning of the rental period, 50% of the rental price will be retained.  
- In case of cancellation between the 13th and the 1st day before the beginning of the rental period, 70% of the rental price will be retained.  
- In case of cancellation on the day of the agreed start of the rental period, 80% of the rental price will be charged. The declaration of withdrawal must be made in text form; e-mails must be sent to the following e-mail address [info@riding-experience.it](mailto:info@riding-experience.it).  
Decisive for the cancellation date is the receipt of the cancellation notice by the lessor. A non-acceptance/collection is considered as a cancellation. To cover the risk of cancellation, it is recommended to take out insurance.
- b) As far as free capacities are available within the calendar year at the rental station named in the reservation confirmation, a rebooking is possible up to 14 days before the agreed start of the rental period without additional charges, provided that the agreed rental period is not undercut. A reduction of the rental period after the reservation confirmation is not possible.
- c) The provision of a substitute tenant is only possible with the written consent of the landlord. The latter can refuse the approval only for justified reasons.

## 7. Deposit

- a) The deposit in the amount of the agreement in the rental contract must be paid before the vehicle is taken over. Provided that the Lessor agrees, payment can also be made by credit card / debit card (VISA / MasterCard).
- b) The deposit will be refunded/released upon proper return of the vehicle in accordance with the contract and after final settlement of the rental agreement. All additional expenses and costs incurred (e.g. cleaning costs, refueling costs, damages) will be charged against the deposit upon return of the vehicle, provided they are to be borne by the renter. Repair costs incurred as a result of a damage event may be settled by the Lessor on the basis of a cost estimate. Until the final clarification of the amount of the costs and the burden of bearing the costs, the Lessor has the right to retain the deposit.

## 8. Vehicle handover and vehicle return

- a) The vehicle is to be taken over and returned on the agreed date (with attention to the pick up time!) at the motorcycle station of the Lessor named in the contract.
- b) When handing over the vehicle, the valid identity card/passport and valid driver's license of the renter and other drivers must be presented in the original.
- c) The renter undertakes to check the rental vehicle together with the lessor or the rental station upon handover for its damage-free condition as well as for the correct indication of the fuel level and other filling levels, for the indication of cleanliness and for the presence of accessories. Any damage, missing parts, soiling and insufficient fuel levels detected by the Lessee must be reported to the rental station before the start of the journey and will be noted by the rental station on the handover report.
- d) Before the vehicle is handed over, a detailed vehicle briefing takes place. The lessor may withhold the handover of the vehicle until the vehicle instruction has been completed. Any delays in handing over the vehicle for which the Lessee is responsible and any resulting costs shall be borne by the Lessee.
- e) The renter is obliged to return the vehicle at the contractually agreed time, cleaned and in a recorded condition (according to the handover protocol) to the contractually agreed rental station. The Lessee is at liberty to prove that no damage has occurred at all or that the damage is significantly lower.
- f) Damaged or missing items will be charged to the Lessee, provided that the Lessee is responsible for the damage or loss.
- g) If the Lessee does not return the vehicle to the Lessor or does not return it at the contractually agreed time, the Lessor is entitled to demand a usage fee in the amount of the agreed rental fee for the period of retention

exceeding the contractually agreed period of use. Any further claims for damages on the part of the lessor shall remain unaffected. After expiry of the agreed period of use, the Lessee shall be liable in full in accordance with the general statutory provisions.

- h) An extension of the rental period is only possible with the express written consent of the Lessor. The authorization to use the rental vehicle extends only to the agreed period of use. A continuation of use after the expiry of the rental period does not in principle lead to an extension of the rental agreement, even without the express objection of the Lessor. The provision of § 545 BGB shall expressly not apply.
- i) Returns of the vehicle before the expiry of the agreed rental period do not result in a reduction of the agreed rent, unless the vehicle can be rented to another party and/or the early return has been culpably caused by the Lessor.
- j) The Lessor is entitled to reclaim the vehicle before the expiry of the agreed period of use by terminating the rental agreement without notice. There must be an important reason for this. The Lessee's right to extraordinary termination in the event of good cause shall remain unaffected.
- k) If the Lessee does not comply with his obligation to return the equipment even after a further express request to do so or if he cannot be reached by the Lessor, the Lessor reserves the right to file a criminal complaint. Costs arising from this are to be borne by the lessee, unless he is not responsible for the breach of the obligation to return the vehicle

#### **9. Vehicle return**

- a) If the vehicle in the price group covered by the reservation confirmation cannot be provided at the time of handover, the Lessor reserves the right to provide a vehicle comparable in performance, design and equipment. This shall not result in any additional rental costs for the Lessee. A termination of the lessee according to § 543 paragraph 2 No. 1 BGB is excluded for these cases, unless the provision of a replacement vehicle fails, is unreasonably delayed or is refused by the lessor. As far as justified interests of the lessee are opposed, he can refuse the acceptance of a larger vehicle as contractual performance.
- b) If the lessee accepts an available replacement vehicle in a more favorable price group, the lessor will reimburse the resulting price difference between the two price groups.
- c) If the vehicle is destroyed through the fault of the lessee or if it is foreseeable that its use will be restricted or rendered impossible by a circumstance for which the lessee is responsible, the lessor is not obliged to provide a replacement vehicle. In this case, a termination of the lessee according to § 543 paragraph 2 No. 1 BGB is excluded.

#### **10. Obligations of the renter**

- a) The vehicle may - except in emergencies - only be driven by the renter himself/herself or the additional driver(s) specified in the rental agreement. The renter must appear in person when picking up the rental vehicle. The Lessee is obliged to provide the Lessor with the names and addresses of all drivers of the vehicle and to provide their driver's license and identity card original.
- b) The Lessee undertakes to check, before handing over the rented vehicle to another driver, whether the latter is in a fit condition to drive at the time of use and is in possession of the required and valid driving license and is not subject to a driving ban. Furthermore, the renter has the obligation to inform the driver about the validity and content of the General Rental Terms and Conditions.
- c) The rented vehicle is to be handled carefully and properly (this includes in particular checking the oil and water levels as well as the tire pressure, use of the prescribed fuel), as well as to be operated properly and according to the specifications. The regulations, load regulations and technical rules relevant for the use are to be observed. The Lessee undertakes to regularly check that the rented vehicle is in a roadworthy condition.
- d) When parking the vehicle, the lessee is obliged to lock it properly, to take the vehicle keys and the vehicle documents and to keep them inaccessible to unauthorized persons. The Lessee shall ensure that the steering lock is locked and/or the immobilizer is activated when parking the vehicle.
- e) It is prohibited to use the vehicle, among other things:
  - deactivate Dynamic Stability Control (DSV);
  - Motor sport events of any kind, including the associated practice drives; to transport explosive, highly flammable, toxic, radioactive or otherwise hazardous materials;
  - to commit customs and other offences, even if these are only punishable under the law of the place where the offence is committed;
  - for subletting or lending;
  - for towing trailers, vehicles or other objects
  - for purposes involving excessive use of the vehicle;
  - for commercial passenger or long-distance transport;
  - for driving school exercises, off-road driving;
  - for uses that go beyond the contractual use, especially on terrain not intended for driving on. The use of the rented motorcycle is limited only to the area of public roads. Use on unpaved roads, off-road

tracks, courses or race tracks is prohibited. The vehicle must be moved in such a way that both wheels are always on the ground and turning at the same speed. This means that so-called “burnouts”, “wheelies” and “stoppies” are strictly prohibited.

- When using an off-road motorcycle ( Enduro type), the restrictions regarding the prohibition of riding on unpaved roads and off-road are not applicable.
- f) Rides in war zones are not allowed.
- g) The vehicle may not be used by journalists for the preparation of test reports. Any use by journalists must be agreed with the lessor in good time. Other special uses are only permitted with the prior written consent of the Rental Firm.
- h) Journeys with the vehicle are limited to journeys within Europe in accordance with the insurance cover of the international insurance card ("Green Card").
- i) Repairs which become necessary to restore the operational and road safety of the vehicle may be ordered by the renter up to an amount of 150 € brutto at a specialized workshop without asking the lessor. Otherwise, repairs may only be commissioned with the express written and prior consent of the Lessor. The Lessor shall reimburse the repair costs incurred and approved as a result only upon presentation of corresponding evidence and receipts in the original, provided that the Lessee is not liable for the defect underlying the repair in accordance with the provisions of the rental terms and conditions. In addition, the replacement parts/old parts must be presented for reimbursement if they are warranty parts. In all other respects, the Lessee is obliged to present the exchange parts/old parts to the Lessor, provided they were available to him and the return transport is reasonable.
- j) The Lessee may not make any technical changes to the vehicle - both to hardware and software. The Lessee is not authorized to visually modify the vehicle, in particular to provide it with paintwork, stickers or adhesive foils.
- k) The Lessee undertakes to inform the Lessor immediately and without being asked of any change in his invoice address after conclusion of the rental agreement and until the rental relationship has been completely settled. In addition, the Lessee undertakes to disclose the name and address of an authorized or unauthorized driver of the vehicle, provided that the Lessor has a legitimate interest in disclosure, in particular in the event of damage to the driver.
- l) In case of any violation, the Lessee may be excluded from further rentals with the Lessor.

#### **11. Behavior in case of accident or damage**

After an accident or in the event of fire, theft, damage caused by game or other damage, the lessee/driver must immediately call the police and inform the lessor orally and subsequently in writing. The renter/driver may not leave the scene of the accident until he has fulfilled his obligation to clarify what happened and to establish the necessary facts within the framework of the legal requirements. The criminally sanctioned prohibition of unauthorized removal from the scene of an accident within the meaning of § Section 142 of the German Criminal Code (Strafgesetzbuch-StGB) or the comparable criminal legislation of the country where the accident occurred must be observed. Should the police refuse to record the accident, the Lessee must prove this to the Lessor. If the police cannot be reached by telephone, the nearest police station must be informed. If the police refuse to record the accident, the user must report this to the lessor and provide proof of this. This also applies to self-inflicted accidents without the involvement of third parties. In addition, the lessee must immediately inform the lessor in writing of all details of the accident or damage event, even in the case of minor damage. The accident/damage report must contain in particular the names and addresses of the persons involved and any witnesses, as well as the registration numbers of the vehicles involved. Claims for damages by other parties involved in the accident must not be recognized. Other damages or special incidents in connection with the vehicle must also be reported to the lessor immediately, at the latest 12 hours after the accident.

#### **12. Liability of the lessor**

The Lessor is liable for all damages as far as coverage exists within the scope of the insurances taken out for the vehicle. For damages not covered by insurance, the Lessor's liability for property damage and financial loss is limited to intent and gross negligence, unless the Lessor has violated essential contractual obligations. This limitation of liability shall also apply in favor of employees of the Lessor, legal representatives and vicarious agents of the Lessor. The limitation of liability shall not apply to any statutory strict liability of the Lessor or to liability arising from a contractually assumed strict warranty or in the event of injury to life, body or health by the Lessor, a legal representative or a vicarious agent of the Lessor. The Lessor assumes no liability for objects and things that are left behind / forgotten upon return of the rental vehicle.

#### **13. Liability of the Lessee**

- a) For operational damage to the vehicle, in particular as a result of operating errors, pure breakage damage, damage caused by the load as well as for the loss of or damage to vehicle documents/vehicle accessories, the Lessee shall be fully liable in accordance with the general statutory provisions without limitation to the

contractually agreed deductible.

- b) The Lessee shall be liable to the Lessor for damage to the vehicle, loss of the vehicle (including vehicle parts) and any further damage suffered by the Lessor due to the breach of contractual obligations, insofar as the Lessee is responsible for the damage or loss, in accordance with the following provisions:
- c) In the event of slight negligence, the Lessee shall be liable for vehicle damage and vehicle loss during the agreed period of use only up to the contractually agreed deductible per damage event, unless these Terms and Conditions stipulate further liability. If additional costs are incurred as a result of damage (e.g. transportation costs, etc.), these shall be borne by the user. If the Lessee is in default with the return of the vehicle, he shall be liable without limitation for all damages arising therefrom as of the occurrence of the default in accordance with the statutory provisions.
- d) The limitation of liability to the contractually agreed deductible does not apply to damage caused by the renter intentionally or through gross negligence. In this case the renter is liable for the full amount of the damage. In the event that the Lessee causes the damage during the agreed period of use by gross negligence, the Lessee shall be liable to the Lessor for vehicle damage and vehicle loss to an extent corresponding to the severity of the fault up to the amount of the total damage. Likewise, the limitation of liability to the contractually agreed deductible shall not apply if the Lessee has committed a breach of the obligations set out in clauses 2 (minimum age of the driver), 8. (handover and return of the vehicle), 10. b.d.e.f. (Obligations), 11. (Conduct in case of accident or damage) is committed intentionally. In such cases, the Lessee shall be liable in full for all damages for which he is responsible. In the event of a grossly negligent breach of the aforementioned contractual obligations during the agreed period of use, the Lessee shall be liable to the Lessor for vehicle damage and vehicle loss to an extent corresponding to the severity of the fault up to the amount of the total damage. The burden of proof for the non-existence of gross negligence shall be borne by the Lessee. The limitation of liability does not cease to apply if the breach of the contractual obligation has no influence on the occurrence of the damage or on the determination of the damage or on the existence of the conditions for granting the limitation of liability. This shall not apply in the event of fraudulent conduct.
- e) Otherwise, as well as after the expiry of the agreed period of use, the Lessee shall be liable in full in accordance with the general statutory provisions.
- f) Several Lessees shall be liable as joint and several debtors.
- g) The Lessee shall be liable without limitation for all violations of traffic and regulatory regulations, other legal provisions as well as for all disturbances of possession caused by him or by third parties to whom the Lessee leaves the vehicle. The Lessee agrees to fully indemnify the Lessor for all fees, charges, fines, penalties and other costs incurred during the use of the rented vehicle for which the Lessee is responsible. Incoming cost notices, etc. will be forwarded to the lessee plus a processing fee according to the current price list, unless the lessee proves that the lessor has incurred no or less expense and/or damage.
- h) When using toll roads, the Lessee shall be responsible for the timely and complete payment of the applicable toll.
- i) As long as the question of guilt is unresolved, the Lessor is entitled to retain the deposit

#### **14. Notification of defects and limitation period**

- a) The Lessee must immediately notify the Lessor of obvious defects in the rented vehicle in written form (email) - it is recommended that this be done in writing. The timely dispatch of the notification by the Lessee shall be decisive for compliance with the requirement of immediacy. If the Lessor was unable to remedy the situation as a result of the failure to notify, claims by the Lessee are only possible if the Lessee is not at fault.
- b) Claims for damages by the Lessor due to alteration and deterioration of the rental object become time-barred at the earliest after the expiry of 6 months, beginning in principle with the return of the vehicle by the Lessor. If the accident was recorded by the police, claims for damages by the lessor against the lessee shall only become due when the lessor has had the opportunity to inspect the investigation file. However, the limitation period shall commence no later than 6 months after the rental vehicle has been returned. The lessor is obliged to make immediate and emphatic efforts to inspect the file and to inform the lessee without delay of the date of inspection of the file.

#### **15. General Provisions**

- a) Unless the signatory of the rental agreement expressly designates himself as the representative of the Lessee, he shall be personally liable as joint and several debtor in addition to the person, company or organization for which he has concluded the rental agreement.
- b) Offsetting is excluded with the exception of undisputed and legally established claims.
- c) The Lessor is entitled to use third parties to fulfill its obligations.
- d) The assignment of claims arising from the rental contract to third parties is only permissible with the express written consent of the Lessor.

#### **16. Data collection, processing and use**

- a) The Lessor collects, processes and uses personal data of the Hirer/Driver only for the purpose of processing the rental agreement as the responsible body within the meaning of Art. 6 (1) a) of the DSGVO.
- b) A transfer of this data may take place for contractual purposes between the landlord and their contractual partners and to other commissioned third parties (eg collection agencies, lawyers).
- c) Furthermore, a transfer of personal contract data to authorities may take place if and to the extent that a legal obligation of the landlord to the respective authority (e.g. public prosecutor's office) exists. In addition, the lessor is entitled to disclose personal data of the tenant in the context of responding to requests from authorities in connection with charges that have arisen during the rental period, such as parking tickets, fines and other fees. A transfer to other third parties will only take place if this is necessary for the fulfillment of the contract, e.g. to the credit card company of the tenant for the purpose of billing and in the cases of paragraph 13 g. and h. to the company or the appropriate body so that it can claim the incurred fees or costs directly against the tenant.
- d) The Lessor reserves the right or has equipped part of its fleet of rental vehicles with a modern satellite-based tracking system. This system allows to determine the position data of the respective vehicle and to locate and immobilize the vehicle in case of alarm (theft, robbery, sabotage, violation of entry restrictions). If personal data is collected, the Lessor uses it exclusively for the purpose of locating and immobilizing the vehicle.

#### **17. Final provisions**

- a) The place of performance is the registered office of the lessor or the agreed rental station.
- b) Amendments to the General Rental Terms and Conditions and additional agreements must be made in text form by both parties in order to be effective, insofar as they concern verbal agreements made in advance and at the time of the conclusion of the contract. Declarations by third parties have no influence, in particular no binding effect on the rental relationship between the Lessor and the Lessee.
- c) The contract concluded between the Lessor and the Lessee shall be governed exclusively by German law. The provisions of the rental agreement and the General Rental Terms and Conditions shall have priority; the statutory provisions shall apply in addition and in the alternative.
- d) Should a provision be or become void, the validity of the other provisions of the rental agreement and these rental conditions shall remain unaffected.
- e) If the Lessee is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the Lessor's place of business shall be agreed as the exclusive place of jurisdiction for all claims arising from or on the basis of this contract. The same shall apply to persons who do not have a general place of jurisdiction in Germany or persons who have moved their place of residence or habitual abode outside Germany after conclusion of the contract or whose place of residence or habitual abode is unknown at the time the action is brought.
- f) Notice pursuant to § 36 Consumer Dispute Settlement Act (VSBG): The lessor does not participate in a dispute resolution procedure before a consumer arbitration board according to the Consumer Dispute Resolution Act, but refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal transactions.

#### **Riding Experience Alto Adige**

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