

Rental Terms and Conditions

Issued: February 2012

General Rental Conditions

Motorrad Maier GmbH & Co. KG – Germany

Renatastr. 8 – 84034 Landshut – phone: +49 871922 010

1. Rent

Under the Terms and Conditions for Rental provided hereunder (herein after referred to as "General rental Conditions"), Motorrad-Maier (hereinafter referred to as "Company") shall rent a motorcycle (hereinafter referred to as "Rental Vehicle or motorcycle") to a customer who desires to rent from the Company (hereinafter referred to as "Renter"). Particulars, not provided in the Terms and Conditions, shall be in accordance with the laws, regulations and general customs. The rent includes annual tax on motor vehicles, general liability insurance, lubricants, not the fuel. To calculate the cost for the mileage the readout from the odometer is applicable. If a malfunction of the odometer occurs, or a damage of the odometers seal has happened the company needs to be informed immediately. If the notification does not occur or occur at once the company is eligible to charge 300 km per day. This applies as well when the renter intentionally destroys the odometer or its seal. It is at liberty to the renter to proof a lower mileage. A payment in the amount of the expected rent or a deposit needs to be made. The remaining rent needs to be paid on return of the motorcycle. If the payment is delayed the company is eligible to demand a dunning charge in the amount of € 4,00 and 12% default interest from the second request of payment on. The company is entitled for compensation if the motorcycle is not picked up at the date stipulated. It is left to the costumer to proof minor damage caused by delay.

2. The Renter's Responsibilities

The renter has to handle the motorcycle with care, obey the technical instructions and manuals, and assure its road-worthiness. The oil-level, coolant level, the correct tension of the drive chain/belt is to be checked regularly during the term of the rent. During the night (22.00 h - 6.00 h) the motorcycle must not be parked on public roads. The motorcycle has to be used in the way agreed in the contract. It is prohibited to participate in motor sport events of any kind, driving on closed roads, or driving on streets with motor-sport-like character (e.g. „Nürburgring-Nordschleife“) even if the road traffic regulations apply. Travels abroad require explicit consent of the company. The renter has to obey road traffic regulations. The renter takes responsibility to all fines and penalties and the resulting costs for the company based on the renter's use of the vehicle.

3. Renter's Liability for Damages

The renter is liable for theft and all damages of the motorcycle and its components and accessories during the term of the rent except he can proof he/she is not responsible. If the tire wear is disproportional (e. g. „Burn-Outs) the renter is liable to pay damages. The renter is liable for the actual damage or damages ascertained by an independent

vehicle expert, the costs to recover and return the motorcycle, costs for the independent vehicle expert, the debasement of the vehicle, loss of rent due to downtime of the vehicle, respectively if a total loss has occurred the replacement of the motorcycle; if the motorcycle is stolen the replacement of the vehicle. As loss of rent a daily base fee is charged. A proof of minor or non-existent damage(s) is the renter's liability. In case a declaration of liability of the renter needs to be confirmed and therefore the records of the inquiry authorities need to be accessed, the compensation for damages will be deferred.

4. Responsibilities of the Company

The company hands over the motorcycle in good order, clean and dependable and in a well roadworthy condition; seals of diverse parts are undamaged. Furthermore the company hands over the registration documents and the motorcycles tool kit. Previous damage will be acknowledged only if recorded in writing upon hand-over of the motorcycle. If a repair of the motorcycle is required (if this is not the renter's fault) to maintain the roadworthiness or keep the motorcycle operational he/she can retain an authorized repair shop up to an amount of 250.00 €. Bills and/or receipts need to be provided as originals. If the repair costs more than 250.00 € the renter needs to obtain the approval of the company. Claims for damages are excluded if the company did not act deliberately or wantonly negligent. This exclusion of liability does not apply to a culpable violation of a contractual obligation and in case of injuries to persons. In cases of simple negligence, the degree of liability is limited to restitution for calculable damages, as per standard contract provisions.

5. Conduction in case of an Accident or other Damages

If the renter is involved in an accident he/she is obligated to inform the company and the police immediately even there is no third party involved or damaged. Towing and repair services are only to be informed in cooperation with the company. In every case of an accident the police needs to be consulted right away. Evidence (witnesses, traces and so forth) need to be secured, dates of involved parties need to be secured. Every measure needs to be taken to ensure clarification of facts leading to the accident. (See accident report). The renter commits himself to give no acceptance of a debt, or pay any fines which can compromise his/her insurance coverage.

6. Insurance Coverage

The motorcycle has a third party liability and is insured against damage to persons, property damage, and financial damage (unlimited amount), and for damages of third parties (damage to persons up to 8,000,000.00 €). A damage and theft waiver with excess or the fully comprehensive insurance with excess is only provided if arranged between company and renter and formally marked on the front page (rubric: vehicle insurance) of the rental agreement. If the rental time is extended by the renter the insurance expires, unless the insurance will be extended with the company.

The renter is liable for all damages depending on the insurance. If a damage and theft waiver with excess or the fully comprehensive insurance with excess is taken out, but the regulation of damage is legitimately denied by the insurance company the renter is liable. It is explicitly stated that the renter is liable, even if he has taken out a damage and theft waiver with excess or the fully comprehensive insurance with excess in the following cases:

- The contractual obligation according to No.5 is disregarded culpably
- Hit and Run offense
- damage by negligent behavior or purposely
- Extension of the rental period without the company's approval. Damage claims will be carried out between the company and the insurance company, as long as the renter's insurance excess is not accessed. A subsequent claim of the renter through the company or the insurance company is not affected. If the insurance company claims indemnity, due to contract contempt committed by the renter, the company will not be held responsible.

7. Return of Motorcycle

The motorcycle has to be returned to the company personally at the agreed time. The fuel tank has to be filled up completely. If the motorcycle is dirty the renter will be charged to clean the motorcycle. If the returning point in time will be exceeded for more than one hour the renter is obligated to pay an additional fee (hour- or day fee) as compensation. The customer shall have the right to prove that no damage or lesser damage has incurred on exceedance of the rental term. The company can terminate the contract without notice if an important reason makes a continuance of the contact unacceptable. Important reasons are: false information regarding the renter's person, his or her creditworthiness or other serious contractual violations. In case of a termination of the contact without notice the motorcycle needs to be returned at once, even during the rental term. The take over and the return of the motorcycle is only possible during the business hours of Motorrad Maier Landshut.

8. Cancellation

If a reservation is canceled up to 14 day beforehand 10% of the rent value will be charged, subsequently 25% of the rent value will be charged. If the cancellation takes place within 24 hours of the agreed rental period the full amount will be charged.

9. Motorcycle-Type- and Category

The company is always anxious to supply the requested motorcycle. If - in case of an unforeseen event - this is not possible, it is the renter's right to get an equal replacement. If this is not possible the renter has the right for an upgrade to the next higher category (mutual agreement assumed).

10. Personal Data

The renter agrees that his/her personal data will be stored. If the renter is in delay of payment, or he/she returned the motorcycle in a non-contractual way, or other reasons which caused a termination of the

contract without notice personal data will be provided to a central „warning database“ to protect other companies.

11. Final provisions

Additional agreements or supplementations to this rental agreement are not applicable. All contractual arrangements have to be made in writing. This applies to the abolition of this article as well. If one of the contracts assignments is invalid the other assignments will not be affected. The parties of the contract are obligated to replace the ineffective articles in order to come as close as possible to the economic intent.