

Loan conditions for vehicles/ exhibits of

BMW Group Classic
Vehicle Exhibition Management AK-50
80788 Munich

Tel.: +49 (0) 89 – 382 – 23737
Tel.: +49 (0) 89 – 382 - 40693
E-Mail: classic.dispo@bmwgroup.com

The lender hands over to the borrower the vehicles/exhibits defined in the offer/quotation under the following conditions:

1. The conditions are applicable for the duration and scope that is defined in the offer. This offer is a constituent element of the agreement.
2. Collection, transport, setting up and/or provision of the vehicles/exhibits at the beginning and end of the exhibition shall in each case be performed punctually by the lender and his assistants at the expense of the borrower. The condition of the loan items will be defined on the supply order when the items are transferred and the order will be countersigned.
3. Loan items will be transferred to the borrower in a condition in accordance with the transfer list. The borrower shall treat the loan item with care and shall maintain it correctly. The borrower is not permitted to undertake visual, technical or other changes on the loan item. Any movement of the vehicles/exhibits may only be undertaken by the authorized employee of BMW Mobile Tradition or in their presence or under their supervision.
4. While the loan period is in force, the borrower shall be liable, without regard to culpability, for any destruction of the loan item (also in the case of loss and seizure) and for all damage incurred during the term of the loan, irrespective of what was the cause of the damage to or destruction of the loan item. This shall also be applicable to such risks that are not covered by the transport insurance taken out by the lender.
5. The borrower is not authorized to forward the loan item to third parties.
6. The statutory regulations shall otherwise be applicable to the loan.
7. The borrower shall bear all costs for logistics and handling, e.g. transport, packaging, insurance, support, travel costs and expenses of the support personnel, and a flat-rate fee to cover basic costs for provision of the loan items in accordance with the written offer/quotation. These costs will be billed to the borrower after the exhibition has taken place.
8. The lender accepts these conditions with his or her signature on the offer/quotation and/or provision order.
9. Changes and amendments to this contract and supplementary agreements must be made in writing.
10. German law is applicable to this contract and any disputes arising there from. Munich is hereby agreed as the place of jurisdiction.

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