

# BMW Terms and Conditions of Use

## 1. Use of the vehicle

The user must be at least 23 years old. The vehicle may only be used within the scope of the agreed use. In particular the user is prohibited from:

- a) handing over the vehicle to any driver other than the authorised drivers named on the front page;
- b) handing over the vehicle to any such authorised driver if the said driver has been disqualified from driving or is not in possession of a valid driving license;
- c) using the vehicle if he himself has been disqualified from driving or is not in possession of a valid driving license;
- d) using the vehicle under the influence of alcohol (absolute ban on alcohol – 0.0 blood alcohol level);
- e) using the vehicle if he is unfit to drive;
- f) using the vehicle to carry passengers against payment;
- g) taking part in motor racing events of any kind, including associated practice sessions;
- h) using the vehicle off paved roads;
- i) towing trailers, vehicles or other objects;
- j) transporting highly flammable, toxic or other hazardous materials.

## 2. Delivery and usage

The vehicle will be delivered with a full tank and in a clean condition and shall be returned in the same state. The user shall treat the vehicle with due care and attention.

The vehicle must be operated in accordance with the safety systems and the state of the art of the relevant automotive technology (brakes/braking distance, missing safety systems, such as seat belts, ABS, ESP, impact bars, airbags, brake servo, no power steering/steering response, tyres, etc.). The instructions of BMW personnel must be obeyed at all times.

The user may not replace or remove parts without the written consent of BMW. The same principle applies to additional equipment. He may only have repairs carried out with the express permission of BMW. The repair workshop shall be determined by BMW in every case.

## 3. Liability of the user

The user shall be liable to BMW from the time the vehicle is delivered until its return for the destruction of the vehicle (including loss and confiscation) and all damage if the destruction of or damage to the vehicle has been caused intentionally or by gross negligence on the part of the user or authorised driver (cf. front page). In the event of the vehicle being lost or damaged while being used by an unauthorised driver or while being put to use beyond its agreed intended use, the user shall be liable for even minor negligence, irrespective of whether the user himself or the driver is to blame. The user shall, furthermore, be liable for damage or loss caused by even minor negligence if the vehicle is used on public roads of highways without the requisite driving license. However, the latter shall not apply if the damage or loss has been caused by an authorised driver and the user could reasonably assume that the authorised driver was in possession of a driving license. The user shall be obliged to avert and mitigate the occurrence of damage insofar as possible. If circumstances allow, he shall seek relevant instructions from BMW and observe them.

## 4. Liability on the part of BMW

BMW shall only be liable for injuries incurred by the user or a third party in connection with the handover of the vehicle insofar as the injury was caused by intent or gross negligence on the part of BMW or its legal representatives or agents. The limitation of liability shall not apply to damages arising from fatal or physical injuries, damage to health or breach or major contractual obligations, such as those that the contract seeks to impose on BMW the fulfilment of which enables the orderly implementation of the contract and adherence to which the user may regularly rely on. This liability is restricted to the typical foreseeable damage at the time the contract is concluded. Claims may not be made against legal representatives and agents of BMW insofar as claims are not made against BMW itself.

## 5. Travel outside the Federal Republic of Germany

The user requires the permission of BMW in order to leave the Federal Republic of Germany. If this is granted, permission shall in all cases be restricted to travel and sojourns within Europe, to which insurance cover is also restricted.

In the event that the permanent place of residence of the user/ driver is not the Federal Republic of Germany, the user shall be obliged to present the vehicle to the first foreign customs post encountered and, as necessary, to duly clear it for temporary use. Any required securities shall be provided by him. If any customs charges or administrative fines arise due to non-compliance, these shall be borne by the user.

## 6. GPSoverIP Technologie

BMW Group Classic uses the GPSoverIP technology. It is a device that helps to locate a car while it is on a rally or other rides. In case of break down, emergency or any deviation of the participating car from the route the car can be found easily and quickly in order to offer quick assistance. This technology is only used during events. Collected data during the events will not be saved, forwarded nor will it be used for any other purposes than mentioned above. Only persons responsible for the events will have access to this technology. The car assistant will give detailed information on request. As soon as I use the car I agree expressly to the usage of this technology.

## 7. Requirements in the event of damage

If the vehicle is involved in an accident (any road traffic incident that leads to personal injury or material damage of more than trivial nature) or if the vehicle itself or parts of the vehicle are stolen, the user shall inform BMW immediately both verbally and in writing (for contact person see front page) and the nearest police station.

The written accident report for BMW should include the following information:

- date, time and place of the accident;
- details of the driver's driving license (license class, license number, issuing authority, date of issue);
- address and insurance number of the other persons involved in the accident and the registration numbers of the vehicles involved in the accident;
- a detailed accident report (including a sketch) and the names and addresses of possible witnesses;
- the extent of the damage (injury, fatality, material damage);
- details of the current location of the vehicle.

## 8. Return

At the end of the period of use, the user shall return the vehicle to the place of delivery or to the agreed place of return. BMW shall be entitled to demand the return of the vehicle at any time. In particular, BMW may cancel this vehicle usage contract without notice before delivering the vehicle to the user if BMW should require the vehicle itself. In the event of a delay in returning the vehicle the user shall be held liable for any losses incurred by BMW due to the unavailability of the property.

## 9. Court of jurisdiction

Any disputes arising as a result of or in connection with this contract shall be subject to the laws of Germany. The sole court of jurisdiction for disputes in relation to this contract is Munich if the user is a merchant. This court of jurisdiction shall also apply if the user does not have a general court of jurisdiction in Germany, changes his address after the conclusion of this contract or moves his usual place of residence or address from Germany after the conclusion of this contract or if his address or usual place of residence is unknown at the time the claim is made. The user shall ensure that the above provisions are also observed by the authorised drivers.

## 10. Miscellaneous

Amendments and supplements to the contract, as well as additional agreements must be made in writing in order to take effect. The user does not have the right to withhold the vehicle on grounds of alleged claims arising from other legal relationships with BMW.