

General Terms and Conditions of MicronNexus For Car Rental Platform

1. Definitions

- 1.1 **“MICRONNEXUS”** means the MicronNexus GmbH, Stormsweg 8, 22085 Hamburg, registered in Hamburg, Germany.
- 1.2 **“General Terms and Conditions For Car Rental Platform”** means these general terms and conditions of MICRONNEXUS for car rental platform as set out below.
- 1.3 **“Car Rental Platform”** means the platform for rental cars operated by MICRONNEXUS, in particular under www.mietwagenmarkt.de.
- 1.4 **“Car Rental Services”** means the services provided by MICRONNEXUS through its Car Rental Platform.
- 1.5 **“Car Rental Company”** means the rental company offering the rental car MICRONNEXUS arranges contact with.
- 1.6 **“Customer”** means any person who utilizes the services of MICRONNEXUS' Car Rental Platform.
- 1.7 **“Car Rental Contract”** means the contract between the Customer and the Car Rental Company.

2. General

- 2.1 The General Terms and Conditions For Car Rental Platform set out below shall form part of any agreement concluded with MICRONNEXUS relating to MICRONNEXUS' Car Rental Platform.
- 2.2 MICRONNEXUS' General Terms and Conditions For Car Rental Platform shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction.
- 2.3 MICRONNEXUS hereby objects to any counter confirmation, counter offer or other reference by the Customer to its general terms and conditions; any dissenting terms and conditions of the Customer shall only apply if MICRONNEXUS has confirmed the same in writing.
- 2.4 The Customer may not assign any claims arising from transactions with MICRONNEXUS without MICRONNEXUS' written approval.

3. Provision of Service

- 3.1 MICRONNEXUS undertakes to offer Car Rental Services through its Car Rental Platform. MICRONNEXUS is not a car rental company. MICRONNEXUS acts as an agent only. The Car Rental Contract is concluded between the Customer and the Car Rental Company.
- 3.2 The Customer is advised that the Car Rental Contract is subject to the general terms and conditions of the Car Rental Company.
- 3.3 Special regulations or restrictions may apply to chosen prices, products or services. In this case the Customer will be advised accordingly prior to the reservation.

4. Offers

- 4.1 **All offers made by MICRONNEXUS are on behalf of the Car Rental Company only.**
 - 4.2 **Offers shall not be binding, in particular with reference to price, delivery time and further specifications of the Car Rental Contract.**
5. **Reservations, Confirmations and Delivery of the Car**
 - 5.1 **Reservations placed by the Customer shall not be regarded as accepted before they have been confirmed by MICRONNEXUS in writing or by email on behalf of the Car Rental Company or by the Car Rental Company itself in writing, by email or by debiting an account or a credit card. However, reservations remain subject to explicit confirmation by the Car Rental Company itself and its general terms and conditions.**
 - 5.2 **The Customer is obliged to check the correctness of the confirmation of the reservation immediately and to inform the Car Rental Company in the case of any mistake and/or discrepancy without any delay.**
 - 5.3 **The Customer will be advised by the Car Rental Company with regard to the delivery of the car.**
6. **Prices**
 - 6.1 **Prices are quoted in EURO including valid V.A.T. if not other stated in the offers or confirmations respectively.**
 - 6.2 **If, as a result of change of law between the agreement date and the rental date, additional or increased charges, in particular duties, levies, currency compensation payments etc., shall be payable, then MICRONNEXUS or the Car Rental Company respectively shall have the right to increase the rental price accordingly.**
7. **Change of Reservation**
 - 7.1 **The Car Rental Company is exclusively competent for any possible change or cancellation of reservation subject to its procedures and general terms and conditions.**
8. **Customer's Obligations, Liability and Indemnification**
 - 8.1 **The Customer guarantees that all information provided to MICRONNEXUS whether by the Customer himself or by another person in the Customer's name and/or for his/her account is correct and complete.**
 - 8.2 **Any reservation with fraudulent, speculative or bogus intention or which is concluded in the expectation of an increasing demand, is prohibited.**
 - 8.3 **The Customer agrees and accepts that the Car Rental Services rendered by MICRONNEXUS may only be used for legal reservations by the Customer.**
 - 8.4 **The Customer agrees to indemnify MICRONNEXUS, its officers, directors, employees, affiliates, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable costs for legal representation, resulting from any Customer's violation of these General Terms and Conditions for Car Rental Platform.**

9. MICRONNEXUS' Obligations

9.1 MICRONNEXUS' contractual obligation is limited to the forwarding of the information for the Car Rental Contract to the Car Rental Company.

9.2 The delivery of the rental car is also not part of MICRONNEXUS' obligations.

10. Disclaimer of Warranties

10.1 MICRONNEXUS relies on the information from Car Rental Companies. MICRONNEXUS does not have the opportunity to check the correctness and/or completeness of this information. MICRONNEXUS does not warrant or make any representations regarding the correctness, reliability, completeness and/or currency of any information content and/or service whatsoever. Neither MICRONNEXUS warrants that its services will be uninterrupted or error-free and that defects will be corrected or that the server that makes the content available will be free of viruses or other harmful components.

10.2 MICRONNEXUS does not warrant and is not liable for the availability of the rental cars at the time of the reservation nor for the fulfilment of the Car Rental Contract.

11. Limitation of Liability

11.1 MICRONNEXUS, its representatives, employees and vicarious agents (in the following provisions, together designated as "MICRONNEXUS") shall, regardless on which legal grounds, be liable exclusively in accordance with the following provisions.

11.2 MICRONNEXUS shall be liable neither for any interruptions or errors of the MICRONNEXUS Websites, nor for ensuring that the contents of the MICRONNEXUS Websites are free from errors, omissions, defects or viruses, nor for the accuracy or legality of the contents. MICRONNEXUS shall not be liable for any loss of data.

11.3 MICRONNEXUS shall only be liable, regardless on which legal grounds, for actions arising from deliberate intent or gross negligence, except in the case of breach of fundamental contractual duties.

11.4 Except in the case of deliberate breach of contract, MICRONNEXUS shall not be liable for any loss of profit, loss of savings, indirect damage and/or consequential damage.

11.5 The liability of MICRONNEXUS shall, except in the case of deliberate breach of contract, be limited in any case to the damage reasonably foreseeable at the time of conclusion of the contract.

11.6 Liability on account of culpable injury to life, limb or health shall remain unaffected by the above-mentioned limitations of liability.

12. Miscellaneous

12.1 The Customer may only exercise a right of set-off against claims of MICRONNEXUS if the counterclaim of the Customer is undisputed or has been judicially decided and is final and legally binding. The

- Customer may only assert a right of retention in so far as the same is based on claims arising from the same contractual relationship.
- 12.2 The failure of MICRONNEXUS to enforce or to exercise at any time or for any period any term of or any right pursuant to these General Terms and Conditions for Car Rental Platform shall not be construed as a waiver of any such term or right and shall in no way affect MICRONNEXUS' right later to enforce or exercise it.
- 12.3 The headings and titles contained in these General Terms and Conditions are included for convenience only and shall not limit or otherwise affect the General Terms and Conditions for Car Rental Platform.
- 12.4 The Customer is advised that MICRONNEXUS collects, processes and records personal data of the Customer according to the German Federal Data Protection Act.
- 12.5 German Law shall apply, subject to the exclusion of the UN Convention on the International Sale of Goods. The place of performance shall be Hamburg.
- 12.6 Hamburg shall be the exclusive court venue, provided the Customer is a business, a legal entity established under public law provisions or a body comprising special assets established under public law.
- 12.7 Should individual provisions of these General Terms and Conditions for Car Rental Platform be or become unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the other provisions and shall not affect the validity and enforceability of the remaining provisions. In place of the ineffective provision, a substitute arrangement shall apply which most closely corresponds to the purpose sought to be achieved with the ineffective provision.