

Vehicle Loan Contract

between the **Audi Vertriebsbetreuungsgesellschaft mbH, Theodor-Heuss-Str. 53, 85055 Ingolstadt, Germany**
and

Name	Address	Tel./mobile	E-mail address
XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

- hereinafter referred to as Borrower -

§ 1 Subject matter and duration of the contract

1. The Audi Vertriebsbetreuungsgesellschaft mbH is lending the following vehicle, which is in an orderly condition, to the Borrower

vehicle type	vehicle identification number	registration number
XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

for use during the term of the contract (paragraph 2).

2. The loan contract enters into force on _xxxxxxxxxx_ upon delivery of the vehicle and ends on _xxxxxxxxxxxxxxxxxx_.

§ 2 Surrender of vehicle

The Borrower may only surrender the vehicle to a third party in compliance with the subject matter of the contract and only with the prior, express and written consent of the Audi Vertriebsbetreuungsgesellschaft mbH. Unless provided otherwise in other agreements in connection with this Vehicle Loan Contract, this consent is hereby given for

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

The Borrower shall be responsible for the actions of the respective driver as if they were his own.

§ 3 Liability – Possibility of excess coverage

The Borrower is liable for all damage occurring to the vehicle which exceeds the normal use of the vehicle insofar as the damage was caused by the Borrower with wilful intent or gross negligence. The deductible, the Borrower has to bear for each case of damage amounts within the scope of

- comprehensive coverage including collision €500, 00
- comprehensive coverage excluding collision €150, 00.

§ 4 Signing

Reference is made to the General Terms and Conditions of the Vehicle Loan Contract. By signing this contract, the Parties also agree to these provisions. They thus become a part of this contract.

Ingolstadt,

i.V.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature Audi Vertriebsbetreuungsgesellschaft mbH

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature Borrower

Declaration of Consent in accordance with data protection law

The Declaration of Consent hereinafter is made voluntarily. It may be crossed out in whole or in part. It may be revoked at any time by contacting AUDI AG, Audi Service Center, Postfach 100467, 85004 Ingolstadt, Germany.

mayumi_shimoda@travel.nnr.co.jp The customer hereby declares his agreement that the personal data specified below (including his e-mail address, telephone and fax number) may be recorded, processed, passed on and used for the purposes of contract administration, customer support, customer surveys and for customer information tailored specifically to the customer from Audi, the companies of the Volkswagen Group and Audi partners selected by the customer (dealers and workshops).

Ingolstadt,

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Name of the Customer in capital letters

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature Customer

General Terms and Conditions of the Vehicle Loan Contract

§ 1 Delivery and return

1. Ingolstadt, Germany is the place of delivery. If the vehicle is delivered to any other location, the Borrower shall pay the transport costs incurred.
2. Both Parties may only terminate this contract for good cause. Good cause is especially the complete write-off or loss of the vehicle. The Audi Vertriebsbetreuungsgesellschaft mbH shall be entitled to give notice for good cause if
 - the Borrower acts in breach of § 2 of the contract and § 2 nos. 1-6 of the General Terms and Conditions of the Vehicle Loan Contract
 - the continuation of this Vehicle Loan Contract cannot be reasonably expected due to an excessively high incidence of damage.
3. The Borrower undertakes to return the vehicle to the Audi Vertriebsbetreuungsgesellschaft mbH with all the keys and surrendered documents, with a full tank, in an unchanged condition without faults and in a state that complies with the actual mileage of the vehicle on the date on which this contract ends according to § 1 no. 2 of the contract or on the date on which notice is given of termination for good cause. The place of return is the Audi Forum Ingolstadt, underground car park of the Audi Forum or the Piazza, Ingolstadt, Germany. The Borrower shall pay any transport costs incurred if the vehicle is returned from a site outside Ingolstadt.
4. A joint report shall be prepared on the state of the vehicle upon its return and signed by both contracting parties or their representatives. If the state of the vehicle fails to comply with the state described in the above paragraph and the vehicle thus has a lower value, the Borrower as well as the authorized third party, subject to § 2 of the Vehicle Loan Contract – subject to § 5 – shall be obliged to compensate this lower value. This lower value shall be determined by an officially appointed and sworn expert at the instigation of the Audi Vertriebsbetreuungsgesellschaft mbH with the approval of the Borrower. The charges for the sworn expert are defrayed by the Borrower.
5. If the vehicle is not returned on the date on which this contract ends according to § 1 no. 2 or on which notice of termination is given for good cause, the Audi Vertriebsbetreuungsgesellschaft mbH is entitled to take possession of the vehicle at any time at the expense of the Borrower irrespective of the current whereabouts of the vehicle. In addition, the Borrower shall be responsible for all legal consequences resulting from the delayed return of the vehicle and pay to the Audi Vertriebsbetreuungsgesellschaft mbH compensation for use at the car hire rates customary at the respective location for the period of the delayed return upon demand.
6. An implicit extension of this Vehicle Loan Contract is excluded.

§ 2 Use of the vehicle

1. The Borrower undertakes to treat the vehicle with due care according to the operating instructions, keep it in a roadworthy condition, not use it for any purpose other than stipulated in the contract and lock the vehicle properly. The entrainment of pets and other animals is not allowed.
2. The Borrower commits itself to keep a driver's logbook. The Borrower indemnifies the Audi Vertriebsbetreuungsgesellschaft mbH and the AUDI AG from all disadvantages following from non-compliance of this commitment.
3. Only the AUDI AG may make any technical alterations to the vehicle. The installation or removal of accessories is permitted only after obtaining the prior, express and written consent of the AUDI AG.
4. Use of the vehicle for the purpose of publishing test reports or reports on experience gained with the vehicle for the press is permitted only with the prior, express and written consent of the Audi Vertriebsbetreuungsgesellschaft mbH. The vehicle may not be used for races, trips to test the reliability of the vehicle or similar events, for the commercial transportation of persons or goods or for illegal purposes, in particular to commit customs or criminal offences, even if these are prohibited only according to the law of the scene of the crime. The vehicles are non-smoking cars. The Borrower is prohibited to hire out the vehicle.
5. The Borrower guarantees that the driver of the vehicle (Borrower and/or the person named in § 2 sentence 2 of the contract) has a valid driving licence for use of the vehicle. The Borrower undertakes to notify the Audi Vertriebsbetreuungsgesellschaft mbH immediately of the expiry, the withdrawal or any other loss of the driving licence and to cease using the vehicle immediately. The Borrower shall impose a respective obligation on the third party entitled to use the vehicle (§ 2 sentence 2 of the contract).
6. The vehicle may be used in the region of the EU and the EEA exclusively. In the event of deviations to this rule and for journeys to Eastern Europe (especially Russia, Belarus, the Ukraine, Moldova, Romania, Bulgaria, Croatia, Bosnia-Herzegovina, Macedonia, Yugoslavia, Albania) the written consent of the Audi Vertriebsbetreuungsgesellschaft mbH must be obtained prior to starting out on the journey.

§ 3 Automobile roadway repair service, Maintenance, repair and operating expenses

1. Automobile roadway repair service is exclusively done by the Audi Road Side Assistance. Servicing, inspections and repairs shall be exclusively carried out by Audi dealerships. Major servicing and repairs, including the replacement or exchange of tyres, are only permitted after obtaining the prior, express and written consent of AUDI AG.
2. The costs incurred to operate the vehicle (lubricants and fuel, replacement of tyres in case of a tyre failure etc.) shall be paid by the Borrower.

§ 4 Car registration and insurance

1. The vehicle is the property of the AUDI AG and is registered in the name of the AUDI AG.
2. The following cover has been taken out for the vehicle:
 - a) third-party insurance;
 - b) passengers' accident insurance;
 - c) comprehensive coverage including collision.
3. The insurance cover is valid for the duration of the contract. All insurance cover agreed within the Rental Contract shall be invalidated if an unauthorised driver uses the vehicle, if the vehicle driver is not in possession of the required driving licence at the time at which the insurance event occurs or if the driver/Customer infringes the provisions of § 6 nos. 1-3.

§ 5 Liability

1. The Borrower, his attorneys or servants are liable for any damage and all costs which arise through the use of the vehicle. If third parties file claims against the Audi Vertriebsbetreuungsgesellschaft mbH and/or the AUDI AG, the Borrower shall indemnify the Audi Vertriebsbetreuungsgesellschaft mbH and/or the AUDI AG from such claims.
In addition to this, the Borrower shall only be liable for damage, regardless of the agreed percentage caused by the Borrower, if
 - he does not forward the notification of damage to the Audi Vertriebsbetreuungsgesellschaft mbH or does not forward it in its entirety contrary to his obligation in accordance with § 6 no. 2;
 - he or his vicarious agents have caused the damage as a result of wilful intent or gross negligence;
 - he or his vicarious agents have committed a "hit-and-run" offence, so far as the legitimate interests of the Audi Vertriebsbetreuungsgesellschaft mbH by the determination of the occurrence of damage

have been generally prejudiced, unless the breach of obligation was not committed with wilful intent or gross negligence;

- he or his vicarious agents do not report an accident to the police contrary to the obligation in accordance with § 6 no. 3, so far as the legitimate interests of the Audi Vertriebsbetreuungsgesellschaft mbH by the determination of the occurrence of damage have been generally prejudiced, unless the breach of obligation was not committed with wilful intent or gross negligence;

- he or his vicarious agents provide false statements concerning the course of events of the accident, so far as the legitimate interests of the Audi Vertriebsbetreuungsgesellschaft mbH by the determination of the occurrence of damage have been generally prejudiced, unless the breach of obligation was not committed with wilful intent or gross negligence.

2. The Borrower shall ensure that if the vehicle is directly or indirectly involved in any traffic offences, the required measures are taken at the police authorities. The Borrower shall fully indemnify the Audi Vertriebsbetreuungsgesellschaft mbH and the AUDI AG from any claims and costs (in particular on-the-spot cautionary fines and administrative fines) in this connection. In case of a breach of these duties and to protect its own interests, the Audi Vertriebsbetreuungsgesellschaft mbH and the AUDI AG are entitled to disclose the name of the Borrower to the authorities.

3. For the handling of any request of police authority the Audi Vertriebsbetreuungsgesellschaft and the AUDI AG impose a handling fee of €5,00 including VAT. This handling fee is charged for all traffic offences during the whole period of the utilization of the vehicle. The Borrower may however demonstrate that the Audi Vertriebsbetreuungsgesellschaft mbH had to bare fewer costs and/or disadvantage.

The Audi Vertriebsbetreuungsgesellschaft mbH is at liberty to assert further damages. The Audi Vertriebsbetreuungsgesellschaft mbH and the AUDI AG are able to advise the authorities of the Borrower's name.

4. In this connection Audi Vertriebsbetreuungsgesellschaft mbH expressly draws attention to special features of the Austrian and Swiss road traffic regulations, among others, which may lead to the criminal prosecution of executive bodies of the manufacturer in the event of infringements and non-compliance with instructions (information on the driver).

5. If the vehicle is loaned to several Customers and it cannot be ascertained which of the Customers infringed the contractual obligations, the Customers shall be liable as joint and several debtors.

6. The Audi Vertriebsbetreuungsgesellschaft mbH and the AUDI AG shall be liable for damage resulting from death or injury or impairment to health only in the event of wilful intent and gross negligence; for other damage only in the event of wilful intent and gross negligence. Otherwise liability is precluded irrespective of the legal grounds.

7. The Audi Vertriebsbetreuungsgesellschaft mbH shall not be liable for items left in the vehicle after the end of the Contract.

8. If the Borrower is unable to use the vehicle for a temporary period for any reason, he shall not be entitled to any compensation for the loss of use or for the reimbursement of costs for a hired car under any circumstances.

§ 6 Occurrence of damage and claims settlement

1. In the event of an accident an acknowledgment of debt may not be executed.
2. The Audi Vertriebsbetreuungsgesellschaft mbH must be notified immediately about every case of damage by means of a vehicle accident report to be found in the vehicle. Only the AUDI AG is allowed to assign repairs in case of an accident on one's own behalf and on one's own invoice.
3. After an accident, fire, damage caused by game or other damage, the Customer must advise and consult with the police without delay and must notify the Audi Vertriebsbetreuungsgesellschaft mbH immediately of the damage. This shall also apply in the event of minor damage and accidents caused by the driver that do not involve third parties. If the police refuse to record the accident, the Customer must prove this to the Audi Vertriebsbetreuungsgesellschaft mbH.
4. The Audi Vertriebsbetreuungsgesellschaft mbH shall submit the notice of damage to the insurance company.
5. The Borrower is not entitled to assign any claims or rights due to the Audi Vertriebsbetreuungsgesellschaft mbH or the AUDI AG to third parties.
6. The Borrower hereby assigns to the Audi Vertriebsbetreuungsgesellschaft mbH any claims to the reimbursement of the loss of use or costs of a hired car against third parties due to the Borrower as the result of the occurrence of damage.

§ 7 Disposal of the vehicle, right of retention, offsetting

1. The pledging, transfer by way of security or any other disposal of the vehicle is prohibited.
2. The Audi Vertriebsbetreuungsgesellschaft mbH shall be notified immediately if execution is levied on the vehicle.
3. The Borrower is not entitled to a right of retention unless the right of retention is based on the same contract.
4. The Borrower may only offset any counterclaims from the claims of the Audi Vertriebsbetreuungsgesellschaft mbH if these are uncontested or have become final and absolute.

§ 8 Other agreements

1. The written form is agreed for this Vehicle Loan Contract. Oral declarations are not valid. Any amendments or supplements to this contract must be made in writing. Any special agreements made with the Borrower are enclosed in an annex which shall be considered a part of this contract.
2. Should any provision of this contract be invalid or become unenforceable, this shall not affect the validity of the remaining provisions of this contract. The parties to the contract shall replace the invalid provision with a provision which most closely approximates the legal and commercial aim of the invalid provision as far as reasonable and in good faith.
3. Should this contract be concluded with a foreign contracting party, the contract shall be governed solely by the laws of the Federal Republic of Germany.
4. Ingolstadt, Germany is the place of fulfilment.
5. If the Borrower is a registered merchant or if he does not have a place of general jurisdiction in Germany, the courts in Ingolstadt, Germany are agreed as having exclusive jurisdiction and venue.