Veuillez tenir compte des remarques suivantes :

Les conditions générales applicables et ton partenaire contractuel dépendent du lieu de prise en charge convenu pour le camping-car.

En cas de réservation d'un camping-car à emporter

- en **Europe (y compris le Royaume-Uni, la Suisse et la Norvège)**, la
    - **Partie contractante** : Roadsurfer GmbH, Winzererstraße 47d, 80747 Munich, Allemagne et
    - **les conditions contractuelles applicables** sont les suivantes : les conditions générales de vente visées à la **section A** ;
- à l'intérieur des **États-Unis d'Amérique (USA)** est la
    - **Partie contractante** : RS USA, Inc, 838 Walker Road, Suite 21-2 Dover, DE, 19904, États-Unis d'Amérique et la
    - **les conditions contractuelles applicables** sont : Conditions générales ("*Terms & Conditions*") telles que définies à la **section B** ;
- à l'intérieur **du Canada** est
    - **Partie contractante** : Roadsurfer Canada Inc, Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8 et la
    - **les conditions contractuelles applicables** sont : Conditions générales ("*Terms & Conditions*") telles que définies à la **section C** ;

Section A.

1. Droit applicable, contenu du contrat, position du client

L'objet du contrat est exclusivement la location d'un campervan avec aménagement intérieur standard ou personnalisé ainsi que les accessoires éventuels par roadsurfer GmbH en qualité de loueur et le locataire.

Les dispositions suivantes s'appliquent également aux réservations dites « de rallye ». Il est expressément précisé que des conditions particulières peuvent s'appliquer à ce type de réservations ; celles-ci figurent dans le contrat de location correspondant.

Le droit en vigueur en République fédérale d'Allemagne est seul applicable au contrat si la location a lieu dans un établissement du loueur en Allemagne. La validité de la Convention des Nations unies sur les contrats de vente internationale de marchandises et du droit international privé allemand est exclue. En cas de location dans un lieu situé hors d'Allemagne et si le locataire est un consommateur, c'est-à-dire une personne physique qui conclut un acte juridique à des fins qui ne peuvent être attribuées principalement ni à son activité commerciale ni à son activité professionnelle indépendante (cf. § 13 du Code Civil allemand) le droit allemand s'applique également. En outre, les dispositions obligatoires de protection des consommateurs qui s'appliquent dans l'État dans lequel le locataire a sa résidence habituelle sont également applicables, dans la mesure où elles accordent au locataire une protection plus étendue.

Les documents nécessaires pour établir la relation contractuelle sont :

1. le contrat de location comprenant les conditions convenues ainsi que le rapport d'état du véhicule de location,
2. la confirmation de réservation par courrier électronique,
3. ces conditions générales de ventes.

Le locataire utilise le véhicule de location sous sa propre responsabilité et organise lui-même son trajet. Le loueur n'est redevable d'aucune prestation de voyage. Les dispositions légales du contrat de voyage standard, en particulier les §§ 651a-m du Code civil allemand, ne s'appliquent au rapport contractuel ni directement ni mutatis mutandis.

Conformément à l'article 312 g, paragraphe 2, point 9, du BGB, il n'existe pas de droit de rétractation pour les contrats de location conclus avec des consommateurs en utilisant exclusivement des moyens de communication à distance ou en dehors de locaux commerciaux.

Le véhicule de location ne peut être utilisé pour des voyages et déplacements qu'au sein des pays suivants (« Pays autorisés ») : États membres de l'Union européenne, Islande, Norvège, Suisse, Albanie, Andorre, Bosnie-Herzégovine, Liechtenstein, Monaco, Moldavie, Macédoine du Nord, Monténégro, Serbie et Royaume-Uni.

Sont exclus et interdits les voyages et déplacements en Azerbaïdjan, Biélorussie, Israël, Iran, Maroc, Russie, Tunisie, Turquie, Ukraine et tous les autres pays non membres de l'UE, à l'exception des territoires expressément mentionnés et autorisés dans les États autorisés.

Si le conducteur utilise le véhicule de location dans l'un de ces pays exclus, une pénalité de 500 € lui sera appliquée. Toutefois, si, dès que le loueur le contacte, le conducteur retourne immédiatement dans l'un des « pays autorisés », la pénalité est réduite à 150 €.

Section A.

Si le locataire altère le TCU ou le système électronique du véhicule, en particulier le système de navigation, une pénalité de 250 € lui sera infligée.

Les campervans sont loués exclusivement à des fins privées, par exemple pour des voyages de vacances, pour participer à des manifestations sportives, un usage quotidien ou autre. Toute utilisation commerciale, tout comportement de conduite inhabituel (par exemple même trajet aller-retour de manière répétée, taxi ou navette) ou toute utilisation pour un déménagement est interdite. Le loueur est autorisé à résilier le bail sans préavis pour motif grave en cas de violation des termes et à réclamer des dommages-intérêts.

Il est interdit au locataire d'utiliser le véhicule de location pour participer à des manifestations sportives et à des essais de véhicules, pour transporter des substances explosives, facilement inflammables, toxiques, radioactives ou présentant un autre danger. Il est également interdit de l'utiliser pour commettre des infractions douanières ou toute autre infraction pénale, même si celles-ci ne sont punissables qu'en vertu du droit du lieu du crime, pour la sous-location, le prêt ou à d'autres fins commerciales – sauf accord contractuel explicite – ou pour d'autres utilisations dépassant l'utilisation contractuelle prévue. En cas de doute sur l'utilisation du véhicule loué, le loueur se réserve le droit de refuser de le remettre.

Il est en principe interdit de recouvrir et/ou de retirer les autocollants publicitaires roadsurfer sur le véhicule. Un autocollant supplémentaire (co-marquage) peut être autorisé dans certains cas et selon certaines modalités.

La location d'un campervan destiné à servir de bureau à domicile pour les activités professionnelles du locataire ou de ses employés (en cas de location par des entreprises) ne constitue pas une utilisation à des fins commerciales.

2. Personnes autorisées à conduire le véhicule

Les campervans de roadsurfer peuvent être conduits par toute personne physique majeure titulaires d'un permis de conduire de classe 3 ou B depuis au moins un an au moment de la location.

Le locataire ainsi que les conducteurs et conductrices doivent être nommés et ils doivent présenter leur permis de conduire au loueur au moment de la remise du véhicule. Les copies ne sont pas acceptées. Le locataire du véhicule loué en est responsable pour la période de location convenue.

Pour les permis de conduire valides délivrés par des pays non membres de l'UE ou de l'EEE, dont les informations sont exclusivement rédigées dans un alphabet non latin (par exemple, uniquement en arabe, chinois ou cyrillique), un permis de conduire international ou une traduction en allemand, certifiée par un club automobile internationalement reconnu de l'État de délivrance, un club automobile allemand, les autorités officielles de l'État de délivrance ou un traducteur assermenté et agréé par un tribunal, est exigé en plus du permis de conduire national. Il incombe au locataire de s'informer de la nécessité d'un permis de conduire international.

Le locataire prend la responsabilité des actions du conducteur comme étant les siennes. En cas de location par plusieurs locataires, ils sont solidairement responsables.

Section A.

Toutes les personnes accompagnant le locataire pendant la période de location doivent être indiquées au loueur. En cas de doute sur la véracité de l'objet et du nombre de passagers, le loueur se réserve le droit de ne pas remettre le véhicule loué.

Le véhicule loué ne peut être conduit que par le locataire lui-même et les conducteurs indiqués dans le contrat de location. Si le locataire permet à un conducteur non autorisé de conduire le véhicule de location, cela constitue une violation des conditions de location. Le locataire est responsable de tout dommage causé par un conducteur non autorisé. Le conducteur non autorisé ne bénéficie d'aucune couverture d'assurance par le biais des services supplémentaires offerts par le loueur (forfaits sans soucis, etc.). Dans ces cas, la couverture est fournie exclusivement dans le cadre de l'assurance responsabilité civile légale.

La location du véhicule loué à des entreprises clientes n'est autorisée qu'à des fins privées autorisées conformément à l'article 1 pour le loueur ou ses collaborateurs. Si, sur la base des dispositions du contrat de location, le locataire, en tant que client d'entreprise, est autorisé à céder le véhicule de location à ses employés, le locataire est tenu de veiller à ce que le véhicule de location ne soit cédé qu'aux employés qui sont autorisés à conduire au sens du présent article 2.

Le locataire et les conducteurs ne sont pas autorisés à conduire le véhicule loué si leur capacité à conduire est compromise, notamment en état d'ébriété, de drogues ou en cas de maladie.

Le locataire n'est pas autorisé à procéder à des démontages et/ou des transformations de pièces du véhicule, en particulier de composants de la transmission, des freins, de la direction et/ou de la carrosserie, ni à désactiver les systèmes télématiques sans l'accord écrit préalable de la société de location. En cas de violation fautive, la bailleresse est en droit de résilier le contrat de manière extraordinaire.

3. Tarifs

Le prix total de location comprend le prix de location journalier, les éventuels équipements réservés, les frais de réservation et les frais de voyage. Le prix de location journalier correspond au transfert du véhicule pour la période de location spécifiée dans le contrat de location. Les frais d'entretien et de réparation des pièces soumises à l'usure ainsi que l'assurance convenue sont également couverts. Les prix publiés sur https://roadsurfer.com/fr-fr/ au moment de la signature du contrat incluent la TVA. Le prix de location journalier correspondant est indiqué dans la grille tarifaire sur https://roadsurfer.com/fr-fr/tarifs/.

Outre le prix de location journalier, des frais de réservation et les frais de voyage au montant convenu lors de la réservation sont facturés par location. Les frais de réservation et les frais de voyage sont appliquent également lors de la réservation d'un Roadsurfer Rallye. Dans ce cas, seuls les sets de linge de lit et les animaux domestiques peuvent être ajoutés comme équipements supplémentaires.

Les frais de réservation couvre les coûts liés à la réservation et aux services. Les frais de voyage couvre les coûts de préparation de van avant le départ, y compris la logistique et la remise du véhicule.

Tous les frais n'étant pas explicitement compris dans le prix total de location et couvert par ce dernier sont à la charge du locataire. Sont inclus en particulier les frais de péage,

les frais de carburant, les frais de stationnement, les frais de camping ainsi que les autres frais de garage ou de transport tels que les frais de traversée. Dans certains cas, il est possible qu'un locataire précédent ait pris en charge de coûts ou des frais (par ex. vignette annuelle pour la Suisse) pour le véhicule de location et que le locataire actuel puisse continuer à en bénéficier. Cela n'entraîne en aucun cas un droit à ce genre de services supplémentaires.

Les pénalités ou amendes sont également à la charge du locataire. Le loueur facture des frais de traitement par infraction pour la gestion des amendes, des infractions radar et des contraventions de stationnement, conformément à la liste des frais en vigueur au moment de la restitution du véhicule (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer). Ces frais ne sont pas facturés si le locataire peut prouver que l'amende de stationnement ou de circulation était injustifiée ou que le locataire ou le conducteur concerné n'est pas en faute ou que le préjudice réel est inférieur au montant des frais. Le locataire peut prouver qu'aucun dommage n'a été causé ou que le montant du préjudice est nettement inférieur au montant forfaitaire.

Le locataire autorise par la présente le loueur à débiter les frais de location de voiture dus en vertu de la relation contractuelle et toutes les autres prétentions en rapport avec le contrat de location du moyen de paiement présenté lors de la conclusion du contrat de location ou ultérieurement ou désigné dans le contrat de location. Le locataire autorise notamment le loueur à débiter irrévocablement par carte de crédit la redevance convenue conformément au présent article 3 des CGV pour les contraventions, les radars et les tickets de stationnement, les frais de traitement pour les dommages conformément à l'article 11 et les frais de traitement des péages conformément à l'article 14. Le locataire autorise irrévocablement le loueur à prélever tous les frais contractuels dus après la conclusion du contrat (par exemple pour le nettoyage, le plein d'essence, les retours tardifs, les dommages et les péages) à l'aide du mode de paiement indiqué lors de la conclusion du contrat de location ou présenté ultérieurement ou mentionné dans le contrat de location. Tous les kilomètres parcourus par le locataire avec le véhicule de location sont inclus dans le prix de la location journalière, sauf en cas de réservation pour un Rallye, sauf accord écrit contraire et si aucun comportement de conduite inhabituel n'est apparent. Si une utilisation abusive du véhicule est constatée rétrospectivement, le locataire est tenu de payer des dommages et intérêts.

Le prix total d'une réservation Rallye comprend le nombre de kilomètres déterminé lors de la réservation par le loueur. Tout kilomètre supplémentaire non compris dans la réservation sera facturé au locataire conformément aux conditions applicables aux kilomètres supplémentaires définies lors de la réservation.

Les rabais spéciaux (promotions, conditions spéciales pour les employés ou promotions offertes lors de salons) ne peuvent en principe pas être combinés entre eux ni avec d'autres réductions tels que les rabais pour réservation longue durée ou anticipée.

4. Réservation

Par l'envoi du formulaire de réservation dûment rempli, le locataire transmet une offre ferme de signature du contrat de location et il accepte les conditions générales du loueur par le biais d'une procédure de consentement lors du processus de réservation.

Le locataire reçoit à titre informatif une notification sur la page de réservation ainsi qu'un email direct automatique (Instant Mail) de la part du loueur concernant la réception de la

demande de réservation. La réservation de location est acceptée par le loueur (= conclusion du contrat) et le véhicule de location est considéré comme fermement réservé seulement après réception de la confirmation de réservation écrite (par e-mail) envoyée activement par le loueur via le portail de réservation https://booking.roadsurfer.com/fr/rent.

Le loueur est autorisé, dans le cadre de sa propre liberté de disposition, à refuser de conclure un contrat de location.

Dès la confirmation de la réservation, le montant total de la location, y compris tous les suppléments et les frais de réservation, devient immédiatement exigible. Le montant total doit être réglé sans délai via le mode de paiement indiqué lors du processus de réservation. En cas de non-paiement dans le délai imparti, Roadsurfer est en droit de résilier le contrat de location et de louer le véhicule à un autre client.

Si le locataire réserve une **option Flex** payante lors de la conclusion du contrat de location, les conditions suivantes s'appliquent à l'échéance du prix total de la location :

• Réservation **plus de 60 jours** avant la prise en charge : 50 % du montant total est payable immédiatement et les 50 % restants sont dus 60 jours avant la remise du véhicule de location.

• Réservation **60 jours ou moins** avant la prise en charge : le prix total de la location est payable immédiatement à la fin de la réservation.

5. Annulation

(1) Si le locataire annule sa réservation ferme, le droit d'annulation contractuel suivant s'applique en fonction de la date de réception de la déclaration d'annulation par le loueur:

- **Entre 0 et 48 heures** avant le début de la location convenu, il n'y a pas de droit au remboursement du prix total de la location, y compris les suppléments. Ni les frais de réservation ni les frais de voyage ne sont remboursés.
- En cas d'annulation **au moins 48 heures avant le début de la location convenu**, le prix total de la location, y compris les suppléments, n'est pas remboursé. Le locataire se voit toutefois rembourser les frais de voyage.

En cas de réservation avec **option Flex**, les conditions suivantes s'appliquent :

- **Entre 0 et 48 heures** avant le début de la location convenu, aucun remboursement du prix total de la location, y compris les suppléments, ne sera accordé. Ni les frais de réservation ni les frais de préparation du voyage ne seront remboursés.
- Annulations au moins **21 jours avant** le début de la location convenu : le prix total de la location, hors frais de réservation, sera remboursé ou le locataire pourra modifier sa réservation pour une période de son choix conformément au point 5 (2) à hauteur du prix total de la location.
- Annulations dans les **21 jours** précédant le début de la location convenu : il n'y a pas de droit au remboursement du prix total de la location. Seuls les frais de préparation du voyage sont remboursés.

(2) Modification de la réservation : outre le droit d'annulation contractuel susmentionné, il est possible, avant le début de la location, de modifier la réservation pour une autre période de location ("**modification de la réservation**") :

Section A.

- Modification de la réservation **au moins 60 jours avant** le début de la location : si la modification entraîne un prix de location total supérieur à celui initialement convenu, le locataire doit payer la différence. Si, en revanche, le prix de location total est inférieur au prix total initialement convenu, la différence est remboursée. Si la période de location est raccourcie, il ne s'agit pas d'une modification de réservation, mais d'une annulation partielle. Cela signifie que dans un tel cas, la différence de prix ne sera pas remboursée.
- Modification de réservation **dans les 60 jours** précédant la prise en charge : aucun remboursement ni bon d'annulation correspondant à la différence de prix ne sera accordé.

En cas de réservation avec **option Flex**, les conditions suivantes s'appliquent:

- Modification de la réservation **au moins 14 jours** avant le début de la location : si la modification entraîne un prix de location total supérieur à celui initialement convenu, le locataire doit payer la différence. Si, en revanche, le prix de location total est inférieur au prix total initialement convenu, la différence est remboursée. Si la période de location est raccourcie, il ne s'agit pas d'une modification de réservation, mais d'une annulation partielle. Cela signifie que dans un tel cas, la différence de prix ne sera pas remboursée.
- Modification de réservation **dans les 14 jours** précédant le début de la location et jusqu'à la prise en charge : il n'y a pas de droit à un remboursement ou à un bon d'annulation correspondant à la différence.

(3) Le locataire est autorisé à modifier plusieurs fois sa réservation.

Une fois la modification de la réservation effectuée, le droit d'annulation contractuel et toute modification ultérieure de la réservation sont régis par les dispositions suivantes : L'intervalle de temps entre la première modification de la réservation et le début de la location du contrat de location initial détermine durablement les conditions de résiliation et les frais de modification de la réservation (exemple : si la modification de la réservation du contrat de location initial a lieu 30 jours avant le début de la location, les conditions d'une résiliation / modification de la réservation 30 jours avant le début de la location s'appliquent à chaque contrat de location suivant modifié, indépendamment du moment où la résiliation / modification de la réservation est effectivement déclarée).

(4) Les équipements déjà réservés ne peuvent pas être annulés séparément d'une réservation. Les frais d'équipements tels que les porte-vélos ou les toilettes de camping ne seront pas remboursés en cas d'annulation.

(5) Le locataire se réserve le droit de prouver qu'aucun dommage n'a été causé ou que le dommage est moindre.

(6) En cas de résiliation anticipée du contrat de location par la restitution du véhicule de location, cela n'ouvre aucun droit à un remboursement partiel du prix de location, à un bon d'annulation ni à une modification (partielle) de la réservation pour une autre période de location.

(7) Les conditions suivantes s'appliquent aux bons d'annulation :

- Ils sont valables 1 an à compter de la date d'émission.

Section A.

- Après une annulation d'une réservation effectuée avec un bon d'annulation, la date d'expiration du bon d'annulation initial s'applique au bon d'annulation émis à la suite de cette annulation.
- Un paiement en espèces de la valeur du bon n'est pas possible.
- Les prix et CGV en vigueur au moment de la réservation s'appliquent. il n'existe aucun droit au prix de location initial.
- La revente, le transfert et / ou la cession des bons d'annulation sont interdits.
- Lors de l'utilisation d'un bon d'annulation, les frais de réservation applicables au moment de la nouvelle réservation seront de nouveau facturés.

(8) Les droits légaux de résiliation ne sont pas affectés par le présent point 5.

6. Mode de paiement et caution

Au début de la période de location, une caution d'un montant convenu lors de la réservation doit être payée par carte de crédit ou débit en guise de garantie afin de garantir le respect de ses obligations contractuelles. La caution sera attestée au locataire sur le formulaire du contrat de location. Le véhicule loué ne sera pas remis au locataire sans la caution. Le loueur est autorisé à résilier le contrat de location sans préavis pour motif grave en cas de retard sur le paiement de la caution, d'une partie ou de la totalité du paiement, sous réserve de toute réclamation en dommages-intérêts.

Lors de la remise du véhicule au début de la période de location, les dommages déjà existants sur le véhicule loué sont consignés par écrit et un rapport d'état est remis au locataire. Si le véhicule est restitué en bon état, à l'exception des dommages mentionnés dans le rapport d'état, la caution est remboursée immédiatement après la fin de la location, à condition que la caution ait été payée par carte de crédit. Si la caution est bloquée par carte de crédit, elle sera automatiquement débloquée après la restitution du véhicule loué. Cela ne libère toutefois pas le locataire de sa responsabilité en cas de défauts ou de dommages cachés ou dissimulés, constatés par le loueur dans les 48 heures suivant la restitution du véhicule de location. La validation du paiement par carte de crédit peut prendre jusqu'à 30 jours. La validation du paiement par carte EC peut prendre jusqu'à 6 à 8 semaines.

En cas d'accident avec une autre partie, la caution, y compris la franchise due par le locataire, sera conservée ou réclamée par le loueur jusqu'à ce que la question de la culpabilité ait été entièrement clarifiée par voie judiciaire ou extrajudiciaire.

Des frais supplémentaires (par exemple, un forfait de nettoyage spécial), conformément à la liste des frais en vigueur au moment de la restitution du véhicule (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer) seront facturés au locataire à la restitution du véhicule si leur montant peut être déterminé à ce moment-là. Si des frais supplémentaires sont encourus, par exemple en raison d'une amende, ou si le véhicule loué subit des dommages qui ont été constatés à la restitution, le loueur facturera au locataire ces frais et les frais administratifs corrélés (par exemple les frais de traitement de la demande, les frais de traitement des amendes) à une date ultérieure, lorsque le loueur aura eu connaissance de ces frais.

Le loueur a le droit de retenir les frais ou coûts supplémentaires correspondants directement sur la caution.

Le locataire peut contester ce calcul dans un délai de 14 jours à compter de la réception de la lettre, par courrier électronique ou par courrier postal ; cela vaut également pour le justificatif attestant que le locataire n'est pas responsable de l'évènement dont découlent les frais ou coûts. Si le locataire ne réagit pas dans ce délai, les frais lui seront facturés.

7. Période de location

La période de location s'étend du moment de la prise en charge convenue du véhicule jusqu'à sa restitution définitive. La durée minimale de location est de 3 à 7 nuits.

Le véhicule doit être restitué à l'heure déterminée dans le contrat de location.

Si la période de location est dépassée, le locataire est tenu de payer une indemnité forfaitaire par heure entamée selon la liste des frais en vigueur au moment de la restitution du véhicule (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer), à moins que le locataire ne soit pas responsable du retard et qu'il puisse en apporter la preuve. Les frais maximums par tranche de 24 heures de retard sur l'heure de restitution sont également fixés conformément à la liste des frais en vigueur au moment de la restitution du véhicule. Si le loueur subit des dommages indirects (par exemple un manque à gagner, des demandes de dommages et intérêts de la part du locataire suivant, des frais d'organisation, etc.) en raison d'une restitution tardive du véhicule, le loueur se réserve le droit de faire valoir ces droits de dommages et intérêts à l'encontre du locataire.

Si le véhicule loué est restitué avant la date de retour convenue, le prix total de location convenu dans le contrat de location reste dû. Le loueur n'est pas tenu de prolonger automatiquement la location pour une durée indéterminée.

Lors de la réservation d'un Roadsurfer Rallye, le lieu de prise en charge et de restitution ainsi que l'heure de prise en charge et de restitution sont fixés de manière définitive. Il n'est pas possible de déroger à cet accord.

8. Prise en charge et restitution du véhicule de location

Le véhicule est pris en charge et restitué sur les sites. Le véhicule loué doit être pris en charge par le locataire à l'heure convenue et à l'endroit défini dans le contrat de location.

Dans certains cas, il peut arriver que des porte-vélos soient montés sur le véhicule loué – bien qu'ils n'aient pas été expressément réservés par le locataire – en particulier afin de garantir le bon déroulement de la location. Le loueur n'est pas tenu de démonter le porte-vélo. Pour les réservations de ferry, la longueur du véhicule indiquée sur le site s'applique.

Si un véhicule de la catégorie réservée n'est pas disponible au moment de la remise, le loueur se réserve le droit de fournir un véhicule de taille et d'équipement comparables ou supérieurs. Cela n'entraîne aucun frais de location supplémentaires pour le locataire. Si un véhicule plus petit est proposé au locataire et que celui-ci l'accepte, il bénéficie d'une remise appropriée. Cette remise est déterminée au cas par cas et son montant est calculé en fonction des fonctionnalités et de l'équipement des véhicules comparables. Ces remises dépendent également de la disponibilité et du prix des différents modèles et peuvent donc être limitées à un certain montant.

Lors de la remise du véhicule, le locataire est tenu d'effectuer un contrôle initial du camping-car. Le locataire doit tester les fonctions les plus importantes du camping-car.

Section A.

Les dommages déjà existants doivent être consignés par le locataire. Le véhicule est ensuite inspecté conjointement avec un employé du loueur et les constatations faites ensemble sont confirmées par la signature du locataire et de l'employé sur le procès-verbal de remise. Les dommages constatés a posteriori ne peuvent être pris en compte et les réclamations à ce sujet n'ont aucune chance d'aboutir.

Le locataire est également tenu de procéder à une vérification de l'équipement. Le locataire doit vérifier si les équipements suivants sont disponibles et en état de fonctionner:

- cales de nivellement
- bidon d'eau avec bec verseur
- câble d'alimentation extérieur avec adapteur
- brosse à main
- bouteille de gaz
- une table de camping et deux chaises de camping
- obscurcissement
- Solbio-bouteille
- manivelle pour store

La loueuse n'est pas responsable de l'équipement manquant ou défectueux que le locataire ne signale qu'après son départ.

Le locataire est tenu de restituer le véhicule, les clés du véhicule ainsi que l'équipement loué à la fin de la période de location au lieu et à l'heure définis dans le contrat de location. Si le véhicule loué n'est pas restitué le jour convenu dans le contrat de location et que le locataire ne notifie pas immédiatement la raison du retard, le loueur doit supposer que le locataire utilise le véhicule loué de manière illicite. Le loueur est alors en droit de déposer une plainte auprès de l'autorité compétente.

Le locataire est responsable du matériel loué si celui-ci n'est pas restitué avec le véhicule ou s'il ne se trouve pas dans le véhicule au moment de la restitution, dans la mesure où cela est imputable au locataire. Dans ce cas, il est tenu de verser une indemnité forfaitaire conformément au la liste des frais en vigueur au moment de la restitution du véhicule (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer). Le locataire peut apporter la preuve qu'aucun dommage n'a été causé ou que le montant du dommage est nettement inférieur au montant du dommage réclamé.

Lors de la restitution d'un campervan, le locataire est tenu d'inspecter le véhicule loué avec un représentant du loueur. Au cours de l'inspection, la loueuse vérifie l'état dans lequel le véhicule est restitué et si des frais supplémentaires sont dus conformément au barème des frais. L'examen du véhicule visant à détecter d'éventuels nouveaux dommages est effectué séparément, en l'absence du locataire. À cette occasion, les nouveaux dommages présents sur le véhicule et qui n'étaient pas indiqués dans le protocole lors de la remise du véhicule sont conscrits. En cas de dommage, le loueur facturera le client dans les 14 jours suivant la restitution du véhicule. Si des dommages cachés ne sont pas visibles lors de l'inspection du véhicule, par ex. en raison de salissures extérieures, la reprise du véhicule sans opposition n'entraîne pas une reconnaissance d'absence de dette par le bailleur.

Le véhicule de location doit être restitué avec le plein de carburant. Si le réservoir n'est pas entièrement rempli, le montant suivant sera facturé au locataire en fonction du niveau de remplissage conformément à la liste des frais en vigueur au moment de la restitution

(consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer). Le locataire peut prouver qu'aucun dommage n'a été causé ou que celui-ci est nettement inférieur au montant du dommage invoqué. Le montant peut être déduit directement de la caution par le bailleur.

Avant d'être rendu au loueur, le véhicule de location doit être

- nettoyé (balayé, aspiré et essuyé) à l'intérieur (« nettoyage intérieur »),
- débarrassé à l'extérieur de toute salissure importante (par ex. de la boue sur une grande surface) et
- et les toilettes fixes du véhicule et/ou les toilettes mobiles du campervan ainsi que les réservoirs d'eau propre et d'eaux usées du véhicule de location doivent être vidés (« **Vidange** »).

Le loueur prend en charge le nettoyage supplémentaire de l'intérieur et de l'extérieur.

Les frais de nettoyage et les dépenses occasionnées par un nettoyage intérieur non effectué ou mal effectué par le locataire, par des salissures importantes ou par la non-vidange des toilettes du campervan ou du réservoir d'eaux usées ou d'eau fraîche sont facturés conformément à la liste des frais en vigueur au moment de la restitution (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer). Le locataire peut prouver qu'aucun dommage n'a été causé ou que celui-ci est nettement inférieur au montant du dommage invoqué.

9. Devoir de soin et de diligence

Le locataire est tenu de manipuler le véhicule loué avec soin et respecter toutes les réglementations et règles techniques en vigueur, ainsi que de verrouiller le véhicule loué correctement et de le protéger contre le vol. Le mode d'emploi du véhicule ainsi que de l'ensemble des équipements installés et autres doit être scrupuleusement respecté. En particulier, le locataire s'engage à respecter le code de la route en vigueur dans les pays concernés. Il n'est permis de conduire avec une bouteille de gaz que si elle est sécurisée ou verrouillée.

Le locataire et les autres voyageurs sont responsables du respect des réglementations en matière de devises étrangères, de santé, de péage, de passeport, de visa, de circulation et de douane. Tous les frais et inconvénients éventuels qui pourraient résulter du non-respect de ces dispositions sont à la charge de ces personnes.

Il est interdit de fumer dans les véhicules de location. Si l'interdiction de fumer dans le véhicule loué n'est pas respectée, des frais de nettoyage seront facturés conformément à la liste de prix des frais en vigueur au moment de la restitution (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer) et pourront être retenus sur la caution. Le locataire en droit de prouver qu'aucun dommage n'a été causé ou que le montant des frais de nettoyage pour avoir fumé sans autorisation est nettement inférieur.

Les animaux de compagnie, en particulier les chiens, ne peuvent être transportés que dans des campervans spécialement conçus à cet effet et indiqués comme tels. Ceux-ci peuvent être réservés à un tarif spécial. Les animaux ne sont pas autorisés dans tous les autres véhicules – non marqués comme « Dogbus ». Si le loueur constate une infraction, le locataire doit payer des frais de nettoyage séparés (élimination des poils d'animaux,

traitement à l'ozone, etc.) conformément à la liste des prix pour les frais en vigueur au moment de la restitution (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer ainsi qu'un montant de 500 € pour la dépréciation du véhicule. Si un « Dogbus » présente des marques de griffures ou des salissures particulièrement marquées du fait du transport d'un petit animal, le loueur se réserve également le droit de facturer au locataire la perte de valeur correspondante du véhicule loué ainsi que les frais de nettoyage. Le locataire est autorisé à prouver que le dommage n'a pas été causé ou qu'il a été considérablement réduit.

10. Réparation et entretien

Pendant la période de location, le locataire est tenu de prendre toutes les mesures nécessaires pour maintenir le campervan dans l'état où il se trouvait au moment de sa prise en charge. Le locataire est tenu de prêter attention aux voyants lumineux sur le tableau de bord du véhicule et de prendre toutes les mesures nécessaires conformément au mode d'emploi.

Le locataire est notamment tenu de vérifier le niveau d'huile, le niveau d'eau de refroidissement, la pression des pneus et l'état des pneus avant et pendant le voyage.

Les frais d'entretien, tels que le carburant du véhicule loué, sont à la charge du locataire pendant la période de location convenue. Les frais des services d'entretien prescrits et des réparations nécessaires des pièces soumises à l'usure sont à la charge du loueur.

Si le véhicule est équipé d'un réservoir d'AdBlue, le locataire prend en charge le camping-car avec un réservoir d'AdBlue plein au début du voyage et est tenu de restituer le véhicule avec un réservoir d'AdBlue entièrement rempli. Si le véhicule n'est pas restitué avec un réservoir d'AdBlue entièrement rempli, le locataire se verra facturer un forfait de conformément à la liste des frais en vigueur au moment de la restitution (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer) pour le remplissage du réservoir d'AdBlue par le loueur. Le locataire peut prouver qu'aucun dommage n'a été causé ou que celui-ci est nettement inférieur au montant du dommage invoqué.

Le locataire est tenu de veiller immédiatement au remplissage correct du réservoir d'AdBlue à ses propres frais lorsque les signaux d'avertissement s'allument.

En cas de facturation du forfait de frais pour le remplissage du réservoir d'AdBlue par le loueur, le locataire se réserve le droit de prouver qu'aucun frais ou des frais inférieurs aient été occasionnés.

Toute modification ou intervention mécanique sur le camping est interdite sans l'accord écrit préalable du loueur. En cas de violation de cette règle, le locataire est tenu de payer les frais engagés pour remettre le véhicule dans l'état où il se trouvait au moment de la location.

Les réparations nécessaires pour garantir la sécurité du véhicule en fonctionnement ou en circulation ne peuvent être effectuées par le locataire qu'avec l'accord du loueur pendant la durée de la location. Les frais de réparation sont à la charge du loueur sur présentation des justificatifs correspondants, sauf si le locataire est responsable du dommage.

11. Responsabilité du locataire et assurance

Section A.

En cas d'accident, de perte, de vol ou de mauvaise utilisation du véhicule de location (comme la conduite sur une route non goudronnée) ou de manquement aux obligations contractuelles conformément aux articles 2, 8, 9 et 10 des présentes CGV, le locataire est responsable des frais de réparation encourus, en cas de perte totale pour la valeur de remplacement du véhicule loué moins la valeur résiduelle, sauf si le locataire n'est pas responsable de l'occurrence du dommage. En outre, le locataire est également responsable de tout dommage consécutif, notamment la dépréciation de la valeur, les frais de remorquage ou de sauvetage et les frais d'expertise. La responsabilité du locataire n'est pas engagée conformément aux dispositions légales.

Le véhicule de location est assuré contre la responsabilité civile et risques. L'assurance responsabilité civile assure un montant de 100 millions €. En cas de prise en charge d'un véhicule dans les pays suivants, les montants de couverture suivants s'appliquent :

- Enlèvement en Royaume-Uni : La responsabilité pour les dommages aux biens est limitée à 5 millions de livres sterling (GBP).
- Enlèvement au Portugal : la couverture de la responsabilité civile est limitée à 50 millions d'euros.

Le loueur est en droit de satisfaire ou de combattre au nom du locataire les demandes de dommages-intérêts formulées à son encontre et d'émettre toutes les déclarations qui lui semblent appropriées à cette fin dans la mesure où il le juge utile.

Si le locataire fait l'objet de poursuites judiciaires ou extrajudiciaires, il est tenu de le notifier immédiatement après avoir fait valoir ses droits. En cas de revendication réclamées en justice, le loueur est tenu de mener la procédure judiciaire. Le loueur est en droit de désigner un avocat au nom du locataire, auquel le locataire doit donner procuration et auquel il doit fournir toutes les informations nécessaires et documents demandés.

Le loueur indemnisera le locataire conformément aux principes d'une police d'assurance tous risques basée sur les conditions types des CGA (Conditions Générales d'Assurance pour les véhicules automobiles) actuellement en vigueur, avec une franchise plus un coût forfaitaire pour les dommages de 49 € par sinistre sur le véhicule de location. Le locataire est en droit de prouver que le loueur n'a subi aucun dommage ou un dommage nettement inférieur au montant forfaitaire.

L'exonération de responsabilité couvre les dommages causés par un accident, c'est-à-dire par un événement extérieur soudain issu d'une force mécanique ; les dommages opérationnels et les dommages de casse ne constituent pas des dommages accidentels. De même, les dommages se produisant entre un véhicule tracteur et un véhicule tracté ou une remorque sans incident extérieur ne sont pas considérés comme des dommages accidentels.

L'exonération de responsabilité ne couvre pas notamment les dommages causés par une erreur d'embrayage, par un mauvais remplissage du réservoir (réservoir d'eau ou réservoir de diesel), par un usage non conforme (comme la conduite sur route non goudronnée) ou par la cargaison.

Ne sont pas non plus couverts par l'exonération de responsabilité les dommages causés à l'auvent, à l'intérieur du véhicule loué ou au toit relevable, y compris la tente de toit, par une mauvaise manipulation.

Veuillez noter les informations suivantes à ce sujet :

- L'auvent ne doit jamais être déployé par vent fort ou en cas de pluie et ne doit jamais être laissé sans surveillance lorsqu'il est déployé. Les frais correspondant à un auvent neuf et son montage sont à la charge du locataire en cas de non-respect de ces consignes. Ces frais peuvent dépasser le montant de la caution
- Le système d'eau ne peut pas être nettoyé si le réservoir a été rempli de carburant diesel par erreur. Il doit être entièrement remplacé. Cela s'applique aux réservoirs, radiateurs, pompes, robinets et tuyaux. Tous les frais sont à la charge du locataire. Le locataire est également responsable des dommages causés au véhicule et à ses accessoires. Il en va de même en cas d'erreur de carburant dans le réservoir de diesel.

Le locataire prend l'entière responsabilité – indépendamment de sa culpabilité – des dommages suivants, la responsabilité pouvant être partiellement limitée ou exclue par des forfaits de couverture (article 13) :

Dommages infligés aux pneus : Les frais liés aux dommages causés aux pneus sont à la charge du locataire. La roue de secours du véhicule de location ne peut être montée par le locataire lui-même, mais uniquement par un service de remorquage ou de dépannage;

Dommages au pare-brise: réparation et remplacement du pare-brise;

Dommages causés par le vol: Tous les dommages inévitables causés aux véhicules par l'intrusion d'un tiers. Un rapport ou un dossier de police est requis;

Dommages liés aux intempéries: Dommages inévitables causés par des phénomènes météorologiques (grêle, pluie, vents forts...).

Dommages dans l'habitacle du véhicule;

Réparation du train de roulement et/ou de la carrosserie: Couvre les dommages causés aux surfaces extérieures (bosses, rayures, fissures, etc.) et aux pièces du train de roulement (freins, essieux, réservoir d'essence, etc.).

Une **limitation ou une exclusion de responsabilité** pour les dommages suivants couverts par les packs de protection (chiffre 13) est **exclue**:

• Dommages causés à l'auvent (généralement dus à des erreurs de manipulation)

• Dommages au toit causés par le non-respect des hauteurs de passage

• Dommages au véhicule causés intentionnellement ou par négligence grave

• Dommages dus à un mauvais remplissage du réservoir (réservoir d'eau ou réservoir de carburant diesel)

Autres dommages : Les dommages découlant de la conduite sur route non goudronnée, y compris les frais en résultant pour tout éventuel dépannage, remorquage ou dommage aux pneus. Ces dommages ne sont pas limités par les forfaits de couverture (article 13).

L'assurance ne couvre pas les dommages causés au véhicule par le transport par ferry ou en train. L'ensemble des frais liés aux dommages subis pendant le transport respectif est

à la charge du locataire. Le locataire est tenu d'informer le loueur des dommages causés par le ferry ou tout autre moyen de transport.

La franchise à payer par le locataire s'élève en principe à 3000€. Le locataire a la possibilité de réduire le montant de la franchise dans le cadre de différentes formules sans souci proposées par le loueur sur son site Internet dans la rubrique Services ; des informations plus précises à ce sujet figurent au point 13.

Le locataire porte l'entière responsabilité en cas de violation intentionnelle des obligations contractuelles, notamment en cas de dommages causés par l'utilisation par un conducteur non autorisé, dans un Pays non autorisé, ou par l'utilisation du véhicule de location à des fins interdites. Si le locataire a délibérément commis un délit de fuite ou violé ses obligations conformément à l'article 12, il porte également l'entière responsabilité, à moins que la violation n'ait aucune influence sur la détermination des dommages. En cas de violation d'une obligation contractuelle par négligence grave, le locataire est entièrement responsable s'il cause le dommage intentionnellement. En cas de dommages découlant d'une négligence grave, il porte la responsabilité dans une proportion correspondant à la gravité de sa faute ; il incombe au locataire d'apporter la preuve de l'absence de négligence grave.

Dans tous les autres cas, le locataire porte la responsabilité conformément aux dispositions légales.

Le loueur quantifie et règle les créances sur la base d'une estimation des coûts de réparation, à l'aide d'une grille de dommages établie selon la méthode DAT.

Pour les dommages qui ne figurent pas dans notre tableau des dommages, le calcul des frais de réparation s'effectue sur la base des estimations d'un atelier agréé allemand ou par son propre personnel spécialisé à l'aide du logiciel standard de calcul des créances (SilverDAT) et sur la base de la structure des coûts d'un atelier agréé au siège du loueur.

Des frais de dossier de 49 € seront facturés pour la prise en charge par le loueur de tout dommage de quelque nature que ce soit survenu pendant la période de location.

Le locataire peut prouver qu'aucun dommage n'a été causé ou que celui-ci est nettement inférieur au montant du dommage invoqué.

La restitution prématurée des véhicules loués sur le site ou à proximité du site (qu'il s'agisse d'une zone publique ou privée) se fait aux risques et périls du locataire ! Le loueur n'assume aucune responsabilité pour les dommages qui surviennent jusqu'à la fin convenue de la période de location.

En cas de perte de la carte grise, le loueur facture des frais de dossier forfaitaires d'un montant de 200 €. En cas de perte de la clef, le loueur facture des frais de dossier forfaitaires d'un montant de 1.000€.

12. Accidents et dommages

En cas de panne ou de dysfonctionnement du véhicule de location (par ex. voyant du moteur allumé, pneu crevé), il convient de contacter la hotline du loueur et/ou Mobilité garantie afin de déterminer la marche à suivre.

Section A.

En cas d'endommagement du véhicule loué pendant la période de location, le locataire est tenu d'informer le loueur immédiatement et par écrit de tous les détails de l'événement qui a causé l'endommagement du véhicule de location. Le constat d'accident doit notamment comprendre le nom et l'adresse des personnes impliquées et de tout témoin ainsi que le numéro d'immatriculation et les données d'assurance des véhicules impliqués. Le locataire doit remplir à cet effet le formulaire de constat d'accident dans la boîte à gants des documents du véhicule dans son intégralité, avec véracité et avec soin. Ce formulaire peut également être demandé à tout moment par téléphone auprès du loueur ou téléchargé sur le site web du loueur. Le locataire est tenu d'envoyer immédiatement le formulaire par voie électronique sous forme de scan à assistance@roadsurfer.com.

En cas de non-respect de cette obligation, le loueur se réserve le droit de facturer une pénalité contractuelle de 1 000 € au locataire. Peut s'y ajouter une éventuelle responsabilité au sens de l'article 11.

Après tout accident, incendie, vol, dommage dû à des animaux sauvages ou autres, le locataire est également tenu d'avertir immédiatement la police locale. Ceci s'applique également aux accidents dont le locataire est responsable sans l'intervention de tiers. Si le locataire ne fait pas constater le dommage par la police, il est entièrement responsable des dommages financiers qui en résultent pour le loueur. Toute autre exigence ne sera pas reconnue.

En dehors du constat européen standardisé, aucun document relatif à l'accident ne peut être signé.

Si des dommages sont constatés en cours de route, le loueur doit en être informé immédiatement par courrier. Si une réparation est nécessaire, le véhicule doit être immédiatement arrêté avant que d'autres dommages puissent survenir. La poursuite du voyage, même jusqu'au garage le plus proche, n'est autorisée qu'avec l'accord préalable du loueur. Ceci ne s'applique pas si la nature du dommage permet d'exclure des dommages consécutifs.

Si le locataire apporte ou fait transporter le véhicule à un garage, le loueur doit être immédiatement informé, pendant les heures d'ouverture et avant de commander la réparation au garage, de la durée et des coûts de la réparation. Le locataire est tenu d'attendre le consentement aux réparations. Le loueur ne prend en charge les frais de réparation que si elle a été approuvée par lui au préalable et uniquement sur présentation des justificatifs correspondants. L'adresse exacte du garage doit être communiquée au loueur sans délai.

13. Forfaits de Couverture

Le locataire a la possibilité de réduire sa responsabilité conformément à l'article 11 en commandant des forfaits de couverture. Le forfait de couverture **Basic** est automatiquement inclus avec toute réservation. Ce dernier comprend les composants suivants :

- Franchise de € 3000 par sinistre (sauf en cas de réservation d'un Rallye)
- Nombre illimité de kilomètres
- Un conducteur supplémentaire sans supplément
- Service de mobilité : en cas de panne dans le pays d'origine ou à l'étranger, le loueur s'efforcera de fournir un véhicule de remplacement ou de faire effectuer une réparation le plus rapidement possible

Section A.

- Service de dépannage : Toutes les prestations doivent être organisées uniquement par le loueur et à sa discrétion et doivent être convenues en utilisant la hotline du loueur et/ou la garantie de mobilité.

En commandant le **forfait de couverture Plus**, le locataire dispose en complément des services compris dans le forfait de couverture Basic des services suivants :

- Un deuxième conducteur supplémentaire sans supplément
- La franchise (voir article 11) est réduite à € 800 par sinistre

En commandant le **forfait de couverture Max**, le locataire dispose en complément des services compris dans le forfait de couverture Basic et dans le forfait de couverture Plus des services suivants :

- Nombre illimité de conducteurs supplémentaires (limité au nombre de passagers prévu pour le véhicule concerné)
- La franchise (voir article 11) est réduite à € 150 par sinistre
- **Dommages au pare-brise:** aucune responsabilité du locataire pour les réparations ou le remplacement du pare-brise
- **Dommages aux pneus:** aucune responsabilité du locataire en cas de dommages aux pneus
- **Protection contre le vol:** Tous les dommages inévitables causés aux véhicules par l'intrusion d'un tiers. Un rapport ou un dossier de police est requis. Les effets personnels ne sont pas couverts en cas de vol.

Même si la responsabilité est réduite lorsque le forfait d'assurance Advanced ou Complete a été commandé, les règles générales de responsabilité évoquées dans l'article 11 s'appliquent dans le cas où le locataire est responsable des dommages. En particulier, le locataire est entièrement responsable en cas de violation par négligence grave d'une obligation contractuelle s'il cause le dommage intentionnellement. En cas de dommages découlant d'une négligence grave, il porte la responsabilité dans une proportion correspondant à la gravité de sa faute ; il incombe au locataire d'apporter la preuve de l'absence de négligence grave.

Il n'est pas possible de transférer la formule de protection initialement souscrite vers une formule offrant une couverture d'assurance moins étendue.

14. Responsabilité du loueur

Toute responsabilité du loueur en cas de violation de ses obligations contractuelles est limitée à l'intention et à la négligence grave, y compris l'intention et la négligence grave de ses représentants et de ses agents d'exécution. Le loueur est responsable au sens des dispositions légales en cas de violation d'une obligation contractuelle essentielle (obligation cardinale). Dans ce cas, la responsabilité est limitée à l'indemnisation des dommages prévisibles typiques dans le cadre du contrat. La responsabilité en cas d'atteinte coupable à la vie, au corps ou à la santé reste inchangée.

Le loueur doit mettre le véhicule à disposition au moment convenu de la location. Si, pour une raison quelconque, le véhicule loué n'est pas disponible au début du voyage, le loueur fournira un véhicule de remplacement équivalent. Si cela n'est pas possible, le loueur remboursera les paiements effectués au locataire.

Section A.

Dans la mesure du possible, le loueur s'efforce de mettre à la disposition du locataire un véhicule de remplacement, si disponible, en cas de dommages ou de prise en charge en garage pendant la période de location en cours. À l'exception des dommages dus à un défaut déjà présent, la location reste due même en cas de dommage ou de réparation ; une réduction de prix au sens du § 536 du Code Civil allemand est exclue à cet égard. Les jours perdus au garage ou en cas de congé à cause de dommages survenus pendant la période de location ne seront pas remboursés au locataire.

Si le locataire oublie des objets lors de la restitution du véhicule, le loueur n'est tenu de les garder que dans la mesure du raisonnable et le locataire est tenu de prendre en charge les frais correspondants.

Si des véhicules privés sont stationnés sur le terrain du loueur dans des cas particuliers, le loueur décline toute responsabilité en cas de dommages ou de vol.

15. Péages

Le locataire est responsable de tous les frais de péage encourus – sur place ou à l'avance par virement bancaire ou carte de crédit. Le locataire s'engage à s'informer à l'avance sur les éventuels péages et zones de protection de l'environnement dans le pays visité et, le cas échéant, à s'enregistrer.

Pour les voyages en Norvège, le locataire est tenu de s'informer à l'avance sur les conditions de paiement sur www.autopass.no. En outre, le locataire est tenu de s'inscrire au préalable sur www.epass24.com.

Pour les voyages en Suède, le locataire doit s'inscrire au préalable sur www.epass24.com. La plaque d'immatriculation du véhicule peut être ajoutée a posteriori après la remise du véhicule.

Si le locataire part d'un site français, le véhicule est déjà équipé d'un badge environnemental (Crit' Air). Si le locataire souhaite se rendre en France avec un véhicule loué auprès d'un site situé hors de France, il est tenu de contacter le loueur au moins une semaine avant le début de la période de location afin d'obtenir les informations nécessaires sur le véhicule.

Au Portugal, l'enregistrement ou l'achat d'une carte de péage www.portugaltolls.com n'est nécessaire que si le locataire circule sur une route à péage où les péages sont perçus électroniquement. Ces routes sont indiquées.

Pour les voyages en Autriche, le locataire doit vérifier si le véhicule dispose déjà d'une vignette valide. Si le véhicule ne dispose pas d'une vignette valide, le locataire doit l'acheter à ses frais et l'apposer sur le véhicule.

En cas de non-respect, le locataire est tenu de régler la demande de paiement correspondante. Pour chaque demande de paiement, le loueur facture des frais de dossier conformément à la liste des frais en vigueur au moment de la restitution (consultable à https://rent-help.roadsurfer.com/hc/fr-fr/articles/49584762454291-Frais-supplémentaires-Quels-frais-peuvent-s-appliquer) plus des frais de péage et des éventuelles pénalités à la charge du locataire. Le locataire peut prouver qu'aucun dommage n'a été causé ou que le montant des dommages est nettement inférieur.

16. Conservation des données personnelles

Version: 28 octubre 2026

Section A.

Dans le cadre de l'exécution ou de la mise en œuvre du contrat avec le locataire, le loueur est amené à traiter les données personnelles du locataire. L'étendue du traitement des données, ainsi que la base juridique correspondante et d'autres informations au sens de l'article 13 du RGPD figurent dans la déclaration de protection des données du loueur. Vous pouvez les consulter sur : https://roadsurfer.com/fr-fr/declaration-de-confidentialite/.

Pour vérifier l'identité lors de la conclusion et de l'exécution du contrat de location, nous traitons les données à caractère personnel sur la base de l'art. 6, al. 1, let. b du RGPD. D'autres traitements (par exemple pour prévenir les abus ou conserver des preuves) sont effectués sur la base d'intérêts légitimes conformément à l'art. 6, al. 1, let. f du RGPD. Vous trouverez de plus amples informations dans la déclaration de confidentialité du bailleur.

Les données ne sont en principe pas transmises à un tiers.

Toutefois, il peut nous être demandé de divulguer ces données dans certains cas en raison de demandes émanant d'organismes gouvernementaux ou de prestataires de services privés (par exemple, exploitants de parkings, péages).

En raison de l'utilisation d'un GPS, les données de navigation saisies pendant la période de location peuvent être stockées dans le véhicule de location. Si des appareils mobiles ou autres sont connectés au véhicule loué, les données de ces appareils peuvent également être stockées dans le véhicule de location. Si le locataire souhaite que les données mentionnées ci-dessus soient supprimées de la mémoire du véhicule de location après la restitution du véhicule, il doit veiller à ce qu'elles soient effacées avant de rendre le véhicule. La suppression peut être effectuée en réinitialisant les systèmes de navigation et de communication du véhicule aux paramètres d'usine. Vous trouverez des instructions à ce sujet dans le manuel d'utilisation, qui se trouve dans la boîte à gants. Le loueur n'est pas tenu de supprimer les données mentionnées ci-dessus.

17. Interdiction de cession; Propriété du véhicule

La cession de toute prétention au contrat de location à des tiers, tels que les conjoints ou autres compagnons de voyage, est exclue. Il en va de même pour la revendication d'autres droits en son propre nom.

Pour tous les véhicules de location à retirer en Suisse, nous attirons votre attention,

a) que la propriété du véhicule loué a été rétrocédée par Intertrust Trustees GmbH à roadsurfer One Vehicle GmbH sur la base d'un accord contractuel. Nous signalons en outre, au nom de roadsurfer One Vehicle GmbH, que la propriété du véhicule de location a ensuite été rétrocédée par roadsurfer One Vehicle GmbH à Roadsurfer GmbH ; et

b) que la propriété a été transférée par la suite de Roadsurfer GmbH à roadsurfer One Vehicle GmbH et a été transférée par roadsurfer One Vehicle GmbH à Intertrust Trustees Limited à des fins de financement ; et

c) le locataire a reçu l'instruction, lors de la remise du véhicule de location, de posséder le véhicule de location pour le compte de roadsurfer One Vehicle GmbH et d'Intertrust Trustees Limited ;

d) les créances existantes et / ou futures de Roadsurfer Suisse SA résultant du contrat d'assurance automobile contre l'assureur automobile sont et seront cédées à roadsurfer

One Vehicle GmbH. En outre, ces créances sont cédées par roadsurfer One Vehicle GmbH à Intertrust Trustees Limited.

Pour tous les véhicules de location à retirer au Royaume-Uni, nous attirons l'attention sur le fait que les créances existantes et/ou futures de Roadsurfer UK Limited résultant du contrat d'assurance automobile à l'encontre de l'assureur automobile sont et seront cédées à roadsurfer One Vehicle GmbH. En outre, ces créances sont cédées par roadsurfer One Vehicle GmbH à Intertrust Trustees Limited.

18. Règlement des litiges, juridiction compétente, prescription et clause salvatrice

La Commission européenne a mis en place une plateforme de règlement en ligne des litiges de consommation à l'adresse https://consumer-redress.ec.europa.eu/site-relocation_en. Roadsurfer ne participera pas à une procédure de règlement des litiges devant un organisme de conciliation des consommateurs et n'est pas tenu de le faire.

Le tribunal compétent pour tous les litiges découlant du présent contrat est celui de Munich, dans la mesure où le locataire est un commerçant, une personne morale de droit public ou un fonds spécial de droit public.

Si certaines des dispositions ci-dessus sont ou deviennent totalement ou partiellement invalides ou nulles, cela n'affecte pas la validité des autres dispositions. L'article 139 du BGB (Code civil allemand) ne s'applique pas.

Si l’accident a été enregistré par la police, les demandes de dommages-intérêts du loueur à l’encontre du locataire ne deviennent exigibles qu’après que le loueur a eu la possibilité de consulter le dossier d’enquête. Le délai de prescription commence au plus tard six mois après la restitution d’un véhicule de location.

Section B.

ROADSURFER – Terms & Conditions of **RS USA, Inc.**

THESE TERMS AND CONDITIONS ("**Terms**") CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY.

The following terms and conditions also apply to so-called Rallye bookings. Please note that special terms and conditions may apply to such bookings, which can be found in the respective rental agreement.

Any change in the Rental Agreement or our rights must be in writing and signed by an authorized Roadsurfer officer. We have the unilateral right to change these Terms from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Roadsurfer web site. All changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Roadsurfer web site, without any requirement by you to sign the changed Terms.

1. Subject Matter of the Rental Agreement

These Terms, the rental agreement, including the respective agreed terms and conditions, and the status report of the rental vehicle contained therein, the booking confirmation sent by email, these Terms, the Fee Table in Annex 1 to these Terms ("**Fee Table**"), any additional agreement signed by you ("**You**" and "**Renter**"), any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, our privacy policy, and the return receipt, collectively constitute the "Rental Agreement" between you and roadsurfer RS USA, Inc. ("**Roadsurfer**"). "**Equipment**", "**Vehicle**" and "**Campervan**" means the Vehicle and Trailer rented, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

The subject matter of the contract solely encompasses the leasing of a campervan with standard or individually configured interior fittings as well as accessories thereto, if applicable, to you by Roadsurfer. This Rental Agreement reflects a transfer of possession of the vehicle, not ownership.

The vehicle may only be used within the continental United States and Canada, unless otherwise agreed by Roadsurfer. Using the car is not permitted

- in Death Valley between June 1st and September 30th.

Customer is liable for disregarding of those restrictions and is notified, that no insurance coverage applies and no road assistance is provided within these prohibited areas.

In case the Renter disregards these restrictions of use, the Renter must pay a penalty of 550 $. If the Hirer interferes with the TCU or the vehicle's electronics, particularly the navigation system, the contractual penalty will be 300 $.

This rental is for your personal use only, and not for any commercial use. Vehicles are rented exclusively for personal, private purposes, such as holiday trips, everyday travel, or for similar purposes. All commercial uses are prohibited, such as use as part of a taxi service or other privately hired use.

The Renters and Authorized Drivers shall not use or permit the use of the Vehicle: (a) by anyone who is not an Authorized Driver, or by anyone whose driving is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (c) by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Equipment; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, to teach anyone to drive, or to carry objects on the roof of the Equipment; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal materiel;

Section B.

(i) for travel outside of the United States or Canada, **specifically excluding travel into Mexico**; (o) when loaded beyond its capacity as determined by the manufacturer of the Equipment; (k) on unpaved surfaces, except at designated campgrounds; (l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by local law; (n) when the odometer has been tampered with or disconnected; (o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment; (p) in a manner that causes damage to the Equipment due to inadequately secured cargo; (q) after an accident with the Equipment unless and until Renters summen the police to the accident scene; and (r) for anyone sitting, standing or lying on the roof of the Equipment.

The vehicle may not be used to participate in motor sport events or vehicle tests, or to transport explosive, easily inflammable, poisonous, radioactive or otherwise dangerous substances. It is also prohibited to use the vehicle in connection with the commission of any criminal offenses. If there are doubts about how the rented vehicle will be used, we have the right to refuse to hand over the rented vehicle.

You may not paste over or remove any Roadsurfer advertising signs, insignia, or other branded content on the vehicle.

Rental of a vehicle for use as a home-office space for your own or your employee(s)' office activities shall not constitute use for a commercial purpose.

2. Authorized Vehicle Drivers

Vehicles may only be driven by drivers who possess a valid full and unrestricted driver license and must fulfill the minimum age of 21 years ("**Authorized Drivers**"). Only Authorized Drivers are permitted to drive the Equipment. All Authorized Drivers are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment. The vehicle must only be driven by driver(s) designated in the Rental Agreement. If an unauthorized driver drives the vehicle, that constitutes a breach of these Terms and the Rental Agreement. You shall be liable for all damage or loss caused by an unauthorized driver. Unauthorized drivers are not covered by insurance.

All authorized drivers must be named in writing in the Rental Agreement and must show their original driver licenses to the Rental Firm at the time of vehicle pick-up. Copies of licenses are not accepted. Roadsurfer has the right to verify that any driver's license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition of each rental.

Roadsurfer must be told about all accompanying persons prior to the commencement of the rental period. Should there be any doubt as to the truthfulness of the purpose or the number of passengers, Roadsurfer reserves the right not to hand over the vehicle.

Corporate customers renting a vehicle may make the vehicle available to employees as provided for in the Rental Agreement, and are responsible to ensure that the vehicle is made available only to employees who are authorized drivers.

The vehicle may not be driven by anyone whose fitness to drive may be impaired for any reason, in particular if they are under the influence of alcohol or drugs or are ill.

The Renter shall not be entitled to carry out any removal and/or modification of vehicle parts, in particular drive, brake, steering and/or body components, or to deactivate the telematics systems without Roadsurfer's prior written consent. In case of culpable violation, Roadsurfer is entitled to extraordinary termination.

Section B.

3. Prices

The total rental price is made up of the daily rental price, any additional equipment booked, the booking fee and the travel fee. The daily rental price encompasses the vehicle rental for the hire period specified in the Rental Agreement. Also covered are the costs for maintenance and wear and tear repairs as well as the agreed insurance cover.

In addition to the daily rental price, a booking fee and a travel fee in the amount agreed upon at the time of booking is charged per rental. The booking fee and the travel fee also apply when booking a Roadsurfer Rallye. In this case, the only additional equipment that can be booked is bed linen sets and pets.

The booking fee covers the costs incurred for booking the vehicle. The travel fee covers the logistics costs incurred to get the vehicle ready for the respective Hirer.

You are fully responsible for all tolls, fuel costs, parking fees, campsite fees, any traffic or public order violations, other legal issues and any other charges. You will cover any fines, fees or other costs that authorities or other agencies impose on Roadsurfer as a result of such violations.

For responding to requests for information about the driver from purpose of investigating traffic violations, administrative offenses, criminal offenses, or disturbances of possession committed during the rental period, you will be charged an administrative fee according to the Fee Table. This fee will not be charged if the renter can prove that the parking or traffic fine was unjustified, that the renter or the respective driver was not at fault, or that the actual damage incurred is less than the fee.

You hereby authorize Roadsurfer to charge the card presented at the time of rental or at a later date, or that is specified in the rental agreement, all rental car costs owed under the contractual relationship, as well as all other claims relating to the Rental Agreement. In particular, you authorize Roadsurfer to debit from the card all fees you incur for penalties, tickets, charges, and fines. This authorization also applies to all contractually agreed costs that become due after conclusion of the contract (e.g., for cleaning, refueling, late return, damage, and toll charges).

When booking a Rallye, the included kilometers are specified by the Rental Firm during the booking process. Any additional kilometers not included in the Rallye booking will be invoiced to the Hirer in accordance with the excess-mileage policy specified at the time of the booking.

4. Booking

By sending the completed booking form, you submit a binding offer to conclude the Rental Agreement and accept these Terms.

No Rental Agreement is binding until after Roadsurfer issues a written booking confirmation by email via the booking port https://booking.roadsurfercom/en/rent, which was intentionally triggered by Roadsurfer.

We reserve the right to decline entering into the Rental Agreement at any time.

Upon completion of the booking, the total rental price, including all extras and booking fees, becomes immediately due. The total amount must be paid without delay using the payment method specified during the booking process. If payment is not received on time, Roadsurfer is entitled to withdraw from the Rental Agreement and rent the vehicle to another customer.

If the renter books a paid **flex option** when concluding the rental agreement, the following applies to the due date of the total rental price:

- **Booking more than 60 days before pickup:** 50% of the total amount is due immediately and the other 50% is due 60 days before the rental vehicle is handed over.
- **Booking 60 days or less before pickup:** the entire rental price is due immediately upon completion of the booking.

Section B.

5. Cancellation

If you cancel a binding booking, the following applies:

- **Between 0 and 48 hours** before the agreed start of the rental, there is no entitlement to a refund of the total rental price including extras. Neither the booking fee nor the travel fee will be refunded.
- For cancellations made **at least 48 hours before** the agreed rental start date, no refund of the total rental price including extras will be made. However, the renter will receive a refund of the travel fee.

In case of a booked **flex-option**, the following applies:

- **Between 0 and 48 hours** before the agreed start of the rental, there is no entitlement to a refund of the total rental price including extras. Neither the booking fee nor the travel fee will be refunded.
- Cancellation **at least 21 days before** the agreed start of the rental period: the total rental price excluding the booking fee will be refunded, or the Hirer may rebook for any period in the amount of the total rental price.
- Cancellations **within 21 days** of the agreed rental start date: there is no entitlement to a refund of the total rental price. Only the travel fee will be refunded.

In addition tot he above right of cancellation, it is possible to rebook to a different rental period ("**rebooking**") before the start of the rental period:

- Rebooking **at least 60 days before** the start of the rental period: If the rebooking results in a higher total rental price than originally agreed, the renter must pay the difference. If, on the other hand, the total rental price is lower than the originally agreed total price, the difference will be refunded. If the rental period is shortened, this is not considered a rebooking, but rather a partial cancellation. This means that in such cases, the difference in price will not be refunded.
- Rebooking **within 60 days of pickup**: there is no entitlement to a refund or cancellation voucher for the difference in price.

In case of a booked **flex-option**, the following applies:

- Rebooking **at least 14 days before** the start of the rental period: If the rebooking results in a higher total rental price than originally agreed, the renter must pay the difference. If, on the other hand, the total rental price is lower than the originally agreed total price, the difference will be refunded. If the rental period is shortened, this is not considered a rebooking, but rather a partial cancellation. This means that in such cases, the difference in price will not be refunded.
- Rebooking **within 14 days prior** to the start of the rental period and up to the time of pickup: there is no entitlement to a refund or cancellation voucher for the difference in price.

The hirer is entitled to rebook several times.

After a rebooking has been made, the following applies to the contractual right of cancellation and any further rebooking:

The time interval between the first rebooking and the start of the rental period of the initial rental agreement permanently determines the cancellation conditions and rebooking fees (example: If the initial rental agreement is rebooked 30 days before the start of the rental period, the conditions of a cancellation / rebooking 30 days before the start of the rental period apply to the cancellation / rebooking of each subsequent rebooked rental agreement, regardless of when the cancellation / rebooking is actually declared).

Section B.

Equipment already booked cannot be cancelled separately from a booking. The cost of equipment, such as bicycle racks or a camping toilet, shall not be refunded in the event of cancellation.

Early return of the rented vehicle shall not provide you with any credit, partial refund of the rental price, a cancellation voucher, or a (partial) rebooking for another hire period.

The following conditions apply to the cancellation vouchers:

- They are valid for 1 year from the date of issue.
- After cancellation of a booking paid for with a cancellation voucher, the expiry date of the original cancellation voucher applies to the cancellation voucher subsequently issued.
- The cancellation voucher has no cash value.
- The prices and terms and conditions current at the time the booking is made apply; there is no entitlement to the original rental price or previous set of terms and conditions.
- Resale, auction, or other transfer of the cancellation vouchers is not permitted.
- When redeeming a cancellation voucher, the booking fee applicable at the time of booking will be charged again.

6. Payment Method and Deposit

At the start of the hire period, the agreed security deposit must be paid by Credit- or Debit Card (Mastercard or Visa) as security for the fulfillment of their contractual obligations. Without such a security deposit the vehicle shall not be handed over. A delayed down payment, delayed full payment or delayed or insufficient security deposit, entitles Roadsurfer to cancel the rental agreement without notice for good cause, subject to any claims for damages.

When the vehicle is handed over at the start of the hire period, any existing damage to the vehicle is recorded in writing.

If the vehicle is returned in undamaged condition (ordinary wear and tear, and any damage indicated on the damage report prior to rental excepted), the security deposit shall be refunded immediately after the end of the hire period. Any blocking of the security deposit by means of a credit card shall be automatically released again. However, this shall not exempt the Renter from liability for concealed or hidden defects or damage which are discovered within 48 hours of the return of the rented vehicle. Credit card payments may take up to 30 days to clear. Debit card payments may take up to 6-8 weeks to clear.

In the event of an accident involving another driver, we shall retain or demand the security deposit until the question of guilt has been clarified beyond doubt, judicially or extrajudicially.

Additional charges or costs (e.g., special flat rate cleaning fees according to the Price List for cleaning fees, which is available at the agreed handover location) shall be invoiced when the vehicle is returned, insofar as these can be charged at this point in time. If additional costs are incurred, e.g., as a result of a fine, or if damage to the rented vehicle is discovered when the rented vehicle is returned, we shall subsequently charge you for these costs and other administrative costs (e.g., costs for the processing of claims, a flat rate fee for the handling of fines) when we become aware of these costs.

Roadsurfer reserves the right to withhold the corresponding additional charges or costs directly from the security deposit.

7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period can vary between 3 to 7 nights.

The vehicle must be returned by the time specified in the rental agreement.

Section B.

If the hire period is exceeded, an excess fee according to the Fee Table will be charged per hour (a partial hour is charged the same as a full hour), unless you demonstrate that you are not at fault for the late return. The maximum excess fee per 24 hours of delay in returning the vehicle applies according to the Fee Table. We reserve the right to charge you for any and all damages (e.g., loss of profit, damage claims of the subsequent renter, etc.) as a result of the late return of the vehicle. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

If the rental vehicle is returned before the agreed return date, the full rental price agreed in the rental agreement shall still be payable.

When booking a Rallye, the pick-up and drop-off locations and the pick-up and drop-off times are fixed. This agreement cannot be changed.

8. Handover and Return of Rental Vehicle

The vehicle must be returned at the agreed upon time, to the agreed return location, as specified by Roadsurfer. If return is indicated to a location other than the location where your rental commences, you may have to pay a one way fee as agreed in the Rental Contract. If you return the car to a different location from the agreed return location without Roadsurfer permission, you agree to pay an unauthorized return location fee according to the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

On occasion, it may be that bicycle racks are mounted on the rented vehicle, even though you did not expressly request them. Roadsurfer shall not be obligated to remove these bicycle racks.

If a vehicle in the booked vehicle category cannot be provided at the time of handover, the Rental Firm reserves the right to provide a vehicle of comparable or larger size and equipment. This will not result in any additional rental costs for the Hirer. If the Hirer is offered and accepts a smaller vehicle, they will receive an appropriate discount. This discount is determined on an individual basis and is calculated in relation to the functionality and features of the vehicles being compared. These discounts are also based on the availability and pricing of the individual models and may therefore be limited to a certain amount.

Upon handover of the vehicle, the Hirer is obliged to carry out a start-up check of the camper. In doing so, the Hirer must test the most important functions of the camper. Any existing damage must be documented by the renter. The vehicle is then inspected jointly with an employee of the rental company, and the findings are confirmed by the signatures of the renter and the employee on the handover report. Reports of damage discovered at a later date cannot be taken into account, and such complaints have no chance of success.

The Hirer is also obligated to perform an equipment check. The Hirer must check whether the following equipment is available and in working order:

- levelling wedges
- water canister and filler neck
- outdoor power cable & adapter
- handbrush
- gas bottle
- camping table and two camping chairs
- window blinds
- Solbio-bottle
- awning crank

The Rental Firm is not liable for missing or defective equipment that the Hirer reports only after departure.

Section B.

You must return the rented vehicle, the vehicle keys, and the equipment at the location and time agreed in the Rental Agreement when the rental period ends. If the rented vehicle is not returned when required, and you fail to inform Roadsurfer that you still have possession of the vehicle, Roadsurfer may assume that you are using the rented vehicle unlawfully. Roadsurfer reserves the right to contact the police or other relevant authorities and report the vehicle stolen. Additional fees and charges shall apply when you keep the vehicle longer than the agreed upon rental period.

You are liable for the rented equipment if it is not returned with the vehicle or is not present in the vehicle at the time of the return, provided that you are responsible for this. In such a case, you must pay a flat fee in accordance with the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

Upon return of the vehicle, we will conduct an inspection. You will pay a cleaning fee according to the Fee Table for cleaning the vehicle's interior upon return if (a) any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures, as determined by us in our sole discretion, or (b) the stationary toilet in the vehicle and / or mobile camping toilets or fresh water or waste water tanks of the rental vehicle are not fully emptied. In the course of the inspection, we will check the condition of the vehicle and determine if any other additional charges apply according to the fee table. The rental vehicle will be inspected for new damages separately, in absence of the renter. Any new damage to the vehicle will be recorded. You are responsible for any and all new damage, greater than ordinary wear and tear, to the rented vehicle.

The rented vehicle must be returned with a full tank of fuel. You will be charged a fuel surcharge according to the Fee Table (flat rate) in the event the gas tank is not full at the time of vehicle return.

We can repossess the rented vehicle at any time in our sole discretion for reasons that include, but are not limited to the following: the rented vehicle is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the vehicle through GPS tracking devices and utilizing for our benefit any other devices connected to the vehicle or affecting the vehicle's operation. If the vehicle is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the vehicle. You agree that such costs will be charged to the credit or debit card or account you used to rent the vehicle.

9. Obligation to Exercise Due Diligence and Care

You must handle the rented vehicle and Equipment with care and observe all relevant rules and regulations with respect to operating, driving, locking, parking, and maintaining the rented vehicle properly and protect it against theft. The operating instructions of the rented vehicle and those of all installed equipment on board must be strictly observed. You shall obey the rules of the road when operating the rented vehicle.
NO SMOKING is permitted inside the rented vehicle. Roadsurfer reserves the right to impose an additional smoking cleaning fee according to the Fee Table if smoking occurs inside the rented vehicle. Pets, in particular dogs, may only be taken on campervans when being booked for a special fee. In certain cases, there are no additional costs for medically recognized assistance dogs. On all campervans without respective additional booking of an additional animal item (especially dogs), animals are not allowed, subject to medically accredited assistance dogs. Upon a violation of this pet rule, you shall pay for all additional cleaning costs (removal of pet hair, ozone treatment, etc.) plus the pet penalty according to the Fee Table for the depreciation of the vehicle. Should a "dog-friendly" campervan be scratched or be particularly dirty due to having taken along a pet, we also reserve the right to charge for the respective loss in vehicle value and for any cleaning costs after the trip.

You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

YOU ARE RESPONSIBLE FOR PROPERLY SECURING TRANSPORTED ANIMALS BEFORE THE START OF THE TRIP, E.G. BY TRANSPORT BOXES. THE RENTAL FIRM IS NOT LIABLE FOR DAMAGES CAUSED BY INADEQUATE TRANSPORT SECURING OF THE ANIMAL AND / OR LEAVING THE ANIMAL IN THE VEHICLE.

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10. Repair and Maintenance

During the rental period, you must take all measures necessary to keep the rented vehicle in the condition it was in at the start of the rental. Look out for warning lights on the vehicle display and take all necessary measures in accordance with the operating instructions.

In particular, you are obligated to check oil level and cooling water levels and to carry out regular tire pressure and tire condition checks before and during the journey.

If vehicle is equipped with diesel exhaust fluid (DEF): At departure the Renter takes over a full tank of diesel exhaust fluid (DEF). You must regularly check the DEF tank and to ensure that it is properly refilled, at your expense, without delay if the warning signals flash. If the vehicle is not returned with a full tank of diesel exhaust fluid (DEF), you will be charged a flat fee for the filling of the DEF tank according to the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

You shall be liable for all damages and costs ensuing from any breach of these maintenance obligations.

Any alteration or mechanical tampering with the rented vehicle without our prior written approval is prohibited.

Repairs which become necessary in order to guarantee the operational safety or road safety of the rented vehicle may only be secured by you during the rental period with our written consent. We will bear the repair costs upon presentation of the relevant receipts, unless you are otherwise liable for the damage.

11. Insurance

In the event of accidents, loss, theft or improper operation of the rented vehicle, or in the event of any breach of contractual obligations herein, you shall be liable for the repair costs incurred as a result thereof or, in the case of a total write-off, for the replacement value of the rented vehicle less its residual value, unless you can demonstrate that you are not at fault for the damage or loss. Additionally, you shall be liable for additional losses and costs such as any reduction in value, towing, and recovery costs, as well as expert's fees to assess vehicle value or damages.

You are responsible for all injury, damage and loss you cause to yourself or others. You will provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. If state law requires us to provide auto liability insurance, we provide auto liability insurance (Policy) that is excess to all other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum limits set by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage and other optional protection, where permitted by law. To the extent such protection is imposed by law, that protection will be for the minimum limits required by law. The Policy is void if you breach this Agreement or fail to cooperate in a loss investigation by us or our insurer.

This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. We may monitor the Vehicle through telematic devices. You agree to indemnify, defend, and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide autoliability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

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Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the lass. Renters, Authorized Drivers, and we reject Personal lnjury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any lass investigation conducted by us, or our insurer.

The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

If legal claims are asserted against you in connection with the rental vehicle or arising out of this Rental Agreement in any way, you shall give immediate notification thereof to Roadsurfer in writing.

The Rental Firm shall indemnify the Renter in accordance with the principles of fully comprehensive insurance on the basis of the respective valid terms and conditions of the General Terms and Conditions for Motor Vehicle Insurance, with an excess plus a flat rate fee for damage to the rented vehicle per case of damage or loss according to the Fee Table. The Renter shall have the right to prove that no damage or loss was incurred, or that the damage or loss incurred is considerably lower than the flat rate fee.

The exemption from liability covers damage caused by an accident, i.e., by an event suddenly impacting directly from the outside with mechanical force; operating damage and damage strictly due to breakage shall not constitute damage caused by an accident. Likewise, damage between a towing vehicle and a towed vehicle or trailer without any impact from the outside shall not constitute damage caused by an accident.

In particular, therefore, the exemption from liability shall not include damage or loss incurred as a result of a hook-up error or incorrect filling (of the water tank or fuel tank), improper use (such as driving on unpaved roads) or as a result of the load.

Please note the following with respect to the rented vehicle:

- Never extend the awning in strong wind or rain and never leave it unattended while it is extended. The cost of a new awning with installation shall be borne by you, if you breach this obligation. These costs may exceed the value of your security deposit!
- The water system cannot be cleaned if fuel has been incorrectly filled into the water tank. It must be replaced completely. This applies to tanks, boiler, pump, taps and pipes. The costs shall be borne in full by the Renter. The Renter shall furthermore be liable for any damage to the vehicle and its accessories resulting from this. The same shall apply if the fuel tank is incorrectly filled.

You shall be fully liable for the following damage or loss:

Tire damage: Resulting costs damages to the tires themselves or the fitting of the tires. The spare tire shall not be installed on the rented vehicle by you – it must be installed by a towing or breakdown service;

Windshild damage: Windscreen/glass damage shall be repaired or replaced, depending on the extent and location of the damage;

Theft (Burglary) Damage: All unpreventable vehicle damage caused by third-party intrusion. A police report or record is required;

Weather-related damage: Unpreventable damage from sever weather (hail, rain, strong winds, etc.);

Damage to the interior of the vehicle;

Undercarriage and/or bodywork repairs: Damages to exterior surface (dents, scratches, cracks, etc.) and undercarriage parts (brakes, axles, diesel tank, etc.);

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Other damage: Damage caused by driving on unpaved roads, including the resulting costs such as for recovery, towing or tire damage. A limitation of these damages by protection packages (item 13) is excluded.

Renters' Property: Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for lass of, or damage to, Renters' personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in our offices, unless the lass or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.

There is no insurance cover for any damages to the vehicle that are caused when using ferries or motorail trains. All costs for damages caused by these means of transport shall be borne by you. You are obligated to report any ferry and any other transport damages to us in writing immediately.

The general excess fee according to the Fee Table applies. You shall be fully liable in cases of intentional breach of these contractual obligations, for damage or loss incurred in the event of operation by an unauthorized driver, use of the rental vehicle for prohibited purposes, or otherwise.

A handling fee according to the Fee Table is charged for dealing with any damage of any kind incurred during the rental period.

If the rented vehicle is parked/dropped off early at the location or in the proximity of the location (regardless of whether this is a public or private space), do so at your own risk! We do not accept any liability for damages that occur up until the official end of the rental period.

In the event of loss of the registration card, the lost registration flat rate handling fee according to the Fee Table shall apply. In the event of loss of the vehicle key, the lost key flat rate handling fee according to the Fee Table shall apply.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment except and only if we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

12. Accidents and Damages

In the event of a breakdown or malfunction of the rented vehicle, please contact our hotline to clarify the course of action.

In the event of any damage to the rented vehicle during the rental period, you are obligated to immediately notify us, in writing, of all the details of the event that led to the damage. The accident report must, in particular, contain the names and addresses of the persons involved, must name any witnesses, as well as the registration numbers and insurance details of the vehicles involved. For this purpose, you must complete the accident report form that can be found in the glove compartment of the vehicle. You must do so carefully and truthfully. This form can also be requested over the phone at any time or may be downloaded from the website. You may electronically send the form as a scan to assistance@roadsurfer.com.

If you fail to comply with these obligations, we reserve the right to charge a contractual penalty for defective or missing damage report according to the Fee Table.

After any accident, fire, theft, or other damage, involving the rented vehicle, you must also immediately inform the local police, whether known third parties were involved or not. If you fail to report the incident or damage to the police, you shall be fully liable for any resulting economic costs, charges, fees, or damages Roadsurfer may incur.

Should a repair be necessary, the rented vehicle must be stopped immediately before further damage can occur. The continuation of the journey, even to the nearest garage, shall only be permitted with Roadsurfer's prior consent.

If you take or have the rented vehicle taken to a garage, you must let us know immediately about the garage, the duration, and the costs of the repair, before any repairs are administered. Repair must not commence before approval has been granted. Roadsurfer is only liable for, and will only pay for, repair costs if the repair has been

approved beforehand and only upon presentation of the respective receipts. You must provide us with the exact contact address of the garage immediately.

13. Protection Packages

You have the option of reducing your potential liability by booking protection packages. The **basic package** is automatically included with every booking. This package comprises the following elements:

- The regular excess fee pursuant to Section 11 and according to the Fee Table applies
- Unlimited number of miles/kilometres (except for Rallye bookings)
- An additional driver without any surcharge
- Mobility service: In the event of a breakdown, the Rental Firm shall endeavour to provide a replacement car or to have the rented vehicle repaired as quickly as possible
- Breakdown assistance: All services shall be initiated only by the Rental Firm, and at its discretion, and shall be subject to agreement by way of use of the Rental Firm's 24-hour hotline.

If the **plus package** is added to the booking, you are entitled to the following services in addition to the services from the basic package.

- A second additional driver without any surcharge
- The regular excess fee per claim (see Section 11) shall be reduced according to the Fee Table

If the **max package** is added to the booking, you are additionally entitled to the following services in addition to the services from the basic and plus packages:

- Unlimited number of additional drivers (limited to the number of passengers specified for the respective vehicle)
- The regular excess fee (see Section 11) shall be inapplicable in case max package is added to booking
- **Windshild damage:** no liability on the end of the Hirer for repairs or replacement of the windshield
- **Tire protection:** no liability on the end of the Hirer for tire damages
- **Theft (Burglary) protection:** All unpreventable vehicle damage caused by third-party intrusion. A police report or record is required. Personal belongings are not covered in the event of theft.

Even where liability is reduced by booking the max package or the plus package, the general rules concerning liability shall apply you are at fault for the damage or loss. In particular, you shall be fully liable in cases of negligent breach of a contractual obligation where you cause the damage or loss with wrongful intent. Especially no insurance coverage is given due to your negligence in, but not limited to, the following cases:

- Not fulfilling age requirements,
- Driving the vehicle without a rental agreement, in breach or violation of the rental agreement,
- Driving under influence of alcohol or controlled substances,
- Disregarding common sense or gross negligence or willfulness in failing to abide by the local laws and rules leading to damage third party's property,
- Damages to the awning (typically due to operational errors by the Hirer)
- Roof damage caised ny disregarding clearance heights

It is not possible to switch from the originally purchased protection package to a protection package with lower coverage.

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14. Roadsurfer Liability; Indemnity; Waiver

Any liability of Roadsurfer due to a breach of its obligations herein shall be limited to wrongful intent or gross negligence, including wrongful intent or gross negligence on the part of its representatives and authorized agents.

If the rented vehicle or a substitute is not available for any reason whatsoever, Roadsurfer's liability shall be limited to refunding all payments made.

We will use reasonable efforts to provide you with a replacement vehicle in the event of damage to the rented vehicle or if the vehicle needs garage repair during the rental period, provided that a replacement is available. Garage repair days or missed holidays due to damages that occur during a rental do not entitle you to a refund.

We are not responsible for any personal items left behind at the end of the rental period.

You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the vehicle by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses.

YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.

An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Our acceptance of payment from Renters or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. lf any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

15. Toll Charges

The Hirer may elect the optional Toll Access add-on. If selected all generated tolls are tracked via the installed transponder in the vehicle and the Hirer will be charged a fixed rate based of the number of nights in the booking in the amount agreed upon at the time of booking. All toll costs are covered upfront by Roadsurfer for the entire rental period and no additional toll charges or related administrative fee will be applied after the rental. In the event that a transponder is not available or not operational, tolls may instead be tracked and processed using a toll-by-plate system or other electronic tolling method as determined by the relevant toll authority.

Not covered by the Toll Access option:

- If a Hirer rents a vehicle in the US and crosses into Canada, toll charges are not covered by the Toll Access add-on
- If a Hirer travels on any private orads, tunnels or bridges, they are not covered by the Toll Access add-on
- The Toll Access add-on provides coverage solely for electronic toll charges incurred trough approved electronic tolling systems during the rental period. This coverage does not extend to cash-only toll roads, bridges, or booths, or any toll points that do not accept electronic payment.

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If the customer does not select the Toll Acess add-on, any tolls incurred during the rental period will be charged separately after the rental, together with any applicable handling fees according to the Fee Table. The Hirer is permitted to prove that no damage occurred at all or that the damage incurred was significantly lower.

16. Privacy; Storage of Personal Data

We collect, use, process, and share personal data in accordance with our privacy policy, available at https://roadsurfer.com/en/privacy-statement/.

Some vehicles may allow you to connect your personal phone or device via Bluetooth to the vehicle's electronic system. If you choose to do so, the vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the vehicle system screen to delete this information and the device from the vehicle's memory. We are not responsible for assuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the vehicle.

Certain vehicles may contain devices that monitor the vehicle's condition, performance, and operation, track fuel consumption, distance travelled, location and other information ("Connected Car Data"), and may transmit such Connected Car Data to Roadsurfer, third party providers, and/or the manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the vehicle are turned off. We cannot guarantee that a vehicle without these features will be available at the time of rental. These devices may have been installed by us, on our behalf, or by the manufacturer. If the devices are installed by the manufacturer, the manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the manufacturer with your personally identifiable information ("PII"), unless authorized by you, or is necessary in connection with the provision of services provided through such manufacturer, or is required by law. We may enter into agreements with manufacturers to receive some or all of the Connected Car Data collected by these devices. We may use a third party to process the Connected Car Data on our behalf. We do not provide the third party processor with your PII, unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

We use these devices and the Connected Car Data for the following purposes: (i) to provide certain aspects of our services to you; (ii) to manage your rental; (iii) to enable us to better understand how our vehicles are used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of vehicles which are overdue, lost, or reported stolen; (viii) to respond to requests from law enforcement or regulatory authorities; (ix) as necessary to defend, protect or enforce our rights; (x) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our vehicle is being used in violation of law or otherwise in the commission of a crime; and (xi) to comply with law.

17. Non-assignment Clause

The rental and the Rental Agreement is personal to you. No assignment of claims or rights under the Rental Agreement to third parties is permitted. The same applies to the assertion of other claims in one's own name.

18. Collections

If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the vehicle: a) You agree to pay a late charge of 1.5% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and reasonable attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us

and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Agreement, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

19. Arbitration

FOR RESIDENTS OF CALIFORNIA: NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER

You are responsible for all collision damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, and towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the vehicle rental transaction, may cover all or part of your financial responsibility for the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of the deductible, if any, for which you may be liable.

Further, if you use a credit card that provides coverage for your potential liability, you should check with the issuer to determine if you must first exhaust the coverage limits of your own insurance before the credit card coverage applies.

The cost per day of the optional damage waiver is stated on your Rental Contract, Rental Receipt or other documents which make up the Rental Agreement.

You agree to promptly notify us of any accident in which the vehicle is involved and to assist and cooperate with us in the investigation, including any police investigation and handing of such accident or claim of liability against you or us arising out of such accident or otherwise out of your rental. You also agree to promptly advise us of any suit, claim or communication you receive, or which you know another driver of the vehicle receives, that is related to any such accident. You will report any accident or loss involving the car to the police and/or motor vehicle department, as required by local law.

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
1.	Contractual penalty for disregarding the restrictions of use	550 $	500 EUR
1.	Contractual penalty for interference with TCU/vehicle's electronics	300 $	250 EUR
3.	Booking fee	As agreed at the time of booking	As agreed at the time of booking
3.	Travel fee	As agreed at the time of the booking	As agreed at the time of booking
3.	Administrative fee per process	45 $	
7.	Excess fee per hour	60 $	50 EUR
7.	Excess fee maximum per 24 hours	589 $	500 EUR
8.	Unauthorized return location fee	1500$	
8.	Missing camping table	139 $	119,95 EUR
8.	Missing child seat 15 months to 12 years	165 $	139,95 EUR
8.	Missing mobile camping toilet	129 $	109 EUR
8.	Missing roof rack	385 $	329 EUR
8.	Missing Bedding Package for 1 person	89 $	75 EUR
8.	Missing Bike rack for 4 bikes (and 2 bikes)	831 $ $	710,90 EUR
8.	Missing Kitchen Box	269 $	277,65 EUR
8.	Missing additional camping chair (in addition to the two camping chairs in camper)	60 $	51,90 EUR
8.	Missing XL bedding package for 2 people	109 $	95 EUR
8.	Missing Booster Seat	35 $	28,95 EUR
8.	Missing Snow Chains	165 $	140 EUR
8.	Missing Pillow	18 $	15 EUR
8.	Cleaning Fee - Fridge - stove or sink - mattress - seats	89 $	75 EUR

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	- other substantial cleaning effort (e.g. stains on other interiors, dirt that takes substantial effort to be removed		
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 235 $ 25 % to 50 % existing tank filling: 184 $ 50 % to 75 % existing tank filling: 129 $ 75 % to 99 % existing tank filling: 74,99 $	0 % to 25 % existing tank filling: 199 EUR 25 % to 50 % existing tank filling: 154 EUR 50 % to 75 % existing tank filling: 109,00 EUR 75 % to 99 % existing tank filling: 64,00 EUR
8.	Stationary or mobile toilet not emptied (Cleaning Fee – Excrements)	350 $	
8.	Fresh water or waste water not emptied	89 $	75 EUR
9.	Penalty Fee: Dog Hair in no Dog car	175,50 $	150 EUR
9.	Penalty Fee: Smoked in Car	290 $	250 EUR
11.	Damage fee per damage	55 $	49 EUR
11.	Regular excess fee per claim	1649 $	1500 EUR
11.	Handling fee per damage	55 $	49 EUR
11.	Lost registration flat rate handling fee	220 $	200 EUR
11.	Lost key flat rate handling fee	1090 $	1000 EUR
12.	Contractual penalty for defective or missing damage report	1090 $	1000 EUR
13.	**Basic package:** regular fee per claim	3.000 $	3.000 EUR
13.	**Plus package**: Regular excess fee per claim	800 $	800 EUR
13.	**Max package**: regular excess fee per claim	150 $	150 EUR

Section C.

ROADSURFER – Terms & Conditions of **Roadsurfer Canada Inc.**

THESE TERMS AND CONDITIONS ("**Terms**") CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THIS PROVISION CAREFULLY

The following terms and conditions also apply to so-called Rallye bookings. Please note that special terms and conditions may apply to such bookings, which can be found in the respective rental agreement.

Any change in the Rental Agreement or our rights must be in writing and signed by an authorized Roadsurfer officer. We have the unilateral right to change these Terms from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Roadsurfer web site. All changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Roadsurfer web site, without any requirement by you to sign the changed Terms.

1. Subject Matter of the Rental Agreement

These Terms, the rental agreement, including the respective agreed terms and conditions, and the status report of the rental vehicle contained therein, the booking confirmation sent by email, the Fee Table in Annex 1 to these Terms ("**Fee Table**"), any additional agreement signed by you ("**You**" and "**Renter**"), any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, our privacy policy, and the return receipt, collectively constitute the "Rental Agreement" between you and roadsurfer **Roadsurfer Canada Inc.** ("**Roadsurfer**"). "**Equipment**", "**Vehicle**" and "**Campervan**" means the Vehicle and Trailer rented, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

The subject matter of the contract solely encompasses the leasing of a campervan with standard or individually configured interior fittings as well as accessories thereto, if applicable, to you by Roadsurfer. This Rental Agreement reflects a transfer of possession of the vehicle, not ownership.

The vehicle may only be used within the continental United States and Canada, unless otherwise agreed by Roadsurfer. Using the car is not permitted

- in Death Valley (United States of America) between June 1st and September 30th.

Customer is liable for disregarding of those restrictions and is notified, that no insurance coverage applies and no road assistance is provided within these prohibited areas.

In case the Renter disregards these restrictions of use, the Renter must pay a penalty of 550 $. If the Hirer interferes with the TCU or the vehicle's electronics, particularly the navigation system, the contractual penalty will be 300 $.

This rental is for your personal use only, and not for any commercial use. Vehicles are rented exclusively for personal, private purposes, such as holiday trips, everyday travel, or for similar purposes. All commercial uses are prohibited, such as use as part of a taxi service or other privately hired use.

The Renters and Authorized Drivers shall not use or permit the use of the Vehicle: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (c) by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Equipment; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, to teach anyone to drive, or to carry objects on the roof of the Equipment; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal materiel; (i) for travel outside of the United States or Canada, **specifically excluding travel into Mexico**; (o) when loaded

beyond its capacity as determined by the manufacturer of the Equipment; (k) on unpaved surfaces, except at designated campgrounds; (l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by local law; (n) when the odometer has been tampered with or disconnected; (o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment; (p) in a manner that causes damage to the Equipment due to inadequately secured cargo; (q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and (r) for anyone sitting, standing or lying on the roof of the Equipment.

The vehicle may not be used to participate in motor sport events or vehicle tests, or to transport explosive, easily inflammable, poisonous, radioactive or otherwise dangerous substances. It is also prohibited to use the vehicle in connection with the commission of any criminal offenses. If there are doubts about how the rented vehicle will be used, we have the right to refuse to hand over the rented vehicle.

You may not paste over or remove any Roadsurfer advertising signs, insignia, or other branded content on the vehicle.

Rental of a vehicle for use as a home-office space for your own or your employee(s)' office activities shall not constitute use for a commercial purpose.

2. Authorized Vehicle Drivers

Vehicles may only be driven by drivers who possess a valid full and unrestricted driver license and must fulfill the minimum age of 21 years ("**Authorized Drivers**"). Only Authorized Drivers are permitted to drive the Equipment. All Authorized Drivers are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment. The vehicle must only be driven by driver(s) designated in the Rental Agreement. If an unauthorized driver drives the vehicle, that constitutes a breach of these Terms and the Rental Agreement. You shall be liable for all damage or loss caused by an unauthorized driver. Unauthorized drivers are not covered by insurance.

All Authorized Drivers must be named in writing in the Rental Agreement and must show their original driver licenses to the Rental Firm at the time of vehicle pick-up. Copies of licenses are not accepted. Roadsurfer has the right to verify that any driver's license has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition of each rental.

Roadsurfer must be told about all accompanying persons prior to the commencement of the rental period. Should there be any doubt as to the truthfulness of the purpose or the number of passengers, Roadsurfer reserves the right not to hand over the vehicle.

Corporate customers renting a vehicle may make the vehicle available to employees as provided for in the Rental Agreement, and are responsible to ensure that the vehicle is made available only to employees who are authorized drivers.

The vehicle may not be driven by anyone whose fitness to drive may be impaired for any reason, in particular if they are under the influence of alcohol or drugs or are ill.

The Renter shall not be entitled to carry out any removal and/or modification of vehicle parts, in particular drive, brake, steering and/or body components, or to deactivate the telematics systems without Roadsurfer's prior written consent. In case of culpable violation, Roadsurfer is entitled to extraordinary termination.

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3. Prices

The total rental price is made up of the daily rental price, any additional equipment booked, the booking fee and the travel fee. The daily rental price encompasses the vehicle rental for the hire period specified in the Rental Agreement. Also covered are the costs for maintenance and wear and tear repairs as well as the agreed insurance cover.

In addition to the daily rental price, a booking fee and a travel fee in the amount agreed upon at the time of booking is charged per rental. The booking fee and a travel fee also applies when booking a Roadsurfer Rally. In this case, the only additional equipment that can be booked is bed linen sets and pets.

The booking fee covers the costs incurred for booking the vehicle. The travel fee covers the logistivs costs incurred to get the vehicle ready for the respective Hirer.

You are fully responsible for all tolls, fuel costs, parking fees, campsite fees, any traffic or public order violations, other legal issues and any other charges. You will cover any fines, fees or other costs that authorities or other agencies impose on Roadsurfer as a result of such violations.

For responding to requests for information about the driver from purpose of investigating traffic violations, administrative offenses, criminal offenses, or disturbances of possession committed during the rental period, you will be charged an administrative fee according to the Fee Table. This fee will not be charged if the renter can prove that the parking or traffic fine was unjustified, that the renter or the respective driver was not at fault, or that the actual damage incurred is less than the fee.

Even if not expressly stated herein, all amounts payable by you to Roadsurfer (including, without limiting the generality of the foregoing, daily rental price, additional equipment fee, booking fee, toll charges, administration fee or any fines, tickets, penalties, fees or charges or any other costs or expenses incurred by you where Roadsurfer handles them and invoices such costs to you) (collectively, the "**Rental Costs**") are exclusive of any applicable federal, provincial, municipal, territorial or other sales, retail, use, transfer, goods and services, harmonized sales, excise, value-added or other similar taxes, fees or charges imposed by any applicable taxing authority(collectively, "**Sales Taxes**"). If applicable, any such Sales Taxes, for which you are responsible and liable, shall be stated as a separate line item on your invoice and shall be payable concurrently with the payment of any Rental Costs upon which such Sales Taxes are calculated.

You hereby authorize Roadsurfer to charge the card presented at the time of rental or at a later date, or that is specified in the rental agreement, all Rental Costs, including any applicable Sales Taxes, owed under the contractual relationship, as well as all other claims relating to the Rental Agreement. In particular, you authorize Roadsurfer to debit from the card all fees you incur for penalties, tickets, charges, and fines, plus all applicable Sales Taxes. This authorization also applies to all contractually agreed costs that become due after conclusion of the contract (e.g., for cleaning, refueling, late return, damage, and toll charges).

When booking a Rallye, the included kilometers are specified by the Rental Firm during the booking process. Any additional kilometers not included in the Rallye booking will be invoiced to the Hirer in accordance with the excess-mileage policy specified at the time of the booking.

4. Booking

By sending the completed booking form, you submit a binding offer to conclude the Rental Agreement and accept these Terms.

No Rental Agreement is binding until after Roadsurfer issues a written booking confirmation by email via the booking port https://booking.roadsurfercom/en/rent, which was intentionally triggered by Roadsurfer.

We reserve the right to decline entering into the Rental Agreement at any time.

Upon completion of the booking, the total rental price, including all extras, booking fees, and any applicable Sales Taxes, becomes immediately due. The total amount must be paid without delay using the payment method specified

during the booking process. If payment is not received on time, Roadsurfer is entitled to withdraw from the Rental Agreement and rent the vehicle to another customer.

If the renter books a paid **flex option** when concluding the rental agreement, the following applies to the due date of the total rental price:

• **Booking more than 60 days before pickup:** 50% of the total amount is due immediately and the other 50% is due 60 days before the rental vehicle is handed over.

• **Booking 60 days or less before pickup:** the entire rental price is due immediately upon completion of the booking.

5. Cancellation

If you cancel a binding booking, the following applies:

Between 0 and 48 hours before the agreed start of the rental, the full total rental price including extras and any applicable Sales Taxes must be paid to Roadsurfer. Due to the declared withdrawal, there is no claim to a value voucher (hereinafter "**cancellation voucher**") or refund of payments made.

- **Between 0 and 48 hours** before the agreed start of the rental period, there is no entitlement to a refund of the total rental price including extras. Neither the booking fee nor the travel fee will be refunded.
- For cancellations made **at least 48 hours before** the agreed rental start date, no refund of the total rental price including extras will be made. However, the renter will receive a refund of the travel fee.

In case of a booked **flex-option**, the following applies:

- **Between 0 and 48 hours** before the agreed start of the rental period, there is no entitlement to a refund of the total rental price including extras. Neither the booking fee nor the travel fee will be refunded.
- Cancellation **at least 21 days before** the agreed start of the rental period: the total rental price excluding the booking fee will be refunded, or the Hirer may rebook for any period in the amount of the total rental price.
- Cancellations **within 21 days** of the agreed rental start date: there is no entitlement to a refund of the total rental price. Only the travel fee will be refunded.

In addition tot he above right of cancellation, it is possible to rebook to a different rental period ("**rebooking**") before the start of the rental period:

- Rebooking **at least 60 days before** the start of the rental period: If the rebooking results in a higher total rental price than originally agreed, the renter must pay the difference. If, on the other hand, the total rental price is lower than the originally agreed total price, the difference will be refunded. f the rental period is shortened, this is not considered a rebooking, but rather a partial cancellation. This means that in such cases, the difference in price will not be refunded.
- Rebooking **within 60 days of pickup**: there is no entitlement to a refund or cancellation voucher for the difference in price.

In case of a booked **flex-option**, the following applies:

- Rebooking **at least 14 days before** the start of the rental period: If the rebooking results in a higher total rental price than originally agreed, the renter must pay the difference. If, on the other hand, the total rental

price is lower than the originally agreed total price, the difference will be refunded. f the rental period is shortened, this is not considered a rebooking, but rather a partial cancellation. This means that in such cases, the difference in price will not be refunded.

- Rebooking **within 14 days prior** to the start of the rental period and up to the time of pickup: there is no entitlement to a refund or cancellation voucher for the difference in price.

The hirer is entitled to rebook several times.

After a rebooking has been made, the following applies to the contractual right of cancellation and any further rebooking:

The time interval between the first rebooking and the start of the rental period of the initial rental agreement permanently determines the cancellation conditions and rebooking fees (example: If the initial rental agreement is rebooked 30 days before the start of the rental period, the conditions of a cancellation / rebooking 30 days before the start of the rental period apply to the cancellation / rebooking of each subsequent rebooked rental agreement, regardless of when the cancellation / rebooking is actually declared).

Equipment already booked cannot be cancelled separately from a booking. The cost of equipment(plus all applicable Sales Taxes), such as bicycle racks or a camping toilet, shall not be refunded in the event of cancellation.

Early return of the rented vehicle shall not provide you with any credit, partial refund of the rental price, a cancellation voucher, or a (partial) rebooking for another hire period.

The following conditions apply to the cancellation vouchers:

- They are valid for 1 year from the date of issue.
- After cancellation of a booking paid for with a cancellation voucher, the expiry date of the original cancellation voucher applies to the cancellation voucher subsequently issued.
- The cancellation voucher has no cash value.
- The prices and terms and conditions current at the time the booking is made apply; there is no entitlement to the original rental price or previous set of terms and conditions.
- Resale, auction, or other transfer of the cancellation vouchers is not permitted.
- When redeeming a cancellation voucher, the booking fee applicable at the time of booking will be charged again.

6. Payment Method and Deposit

At the start of the hire period, the agreed security deposit must be paid by Credit- or Debit Card (Mastercard or Visa) as security for the fulfillmet of their contractual obligations. Without such a security deposit the vehicle shall not be handed over. A delayed Deposit, delayed full payment or delayed or insufficient security deposit, entitles Roadsurfer to cancel the rental agreement without notice for good cause, subject to any claims for damages.

When the vehicle is handed over at the start of the hire period, any existing damage to the vehicle is recorded in writing.

If the vehicle is returned in undamaged condition (ordinary wear and tear, and any damage indicated on the damage report prior to rental excepted), the security deposit shall be refunded immediately after the end of the hire period. Any blocking of the security deposit by means of a credit card shall be automatically released again. However, this shall not exempt the Renter from liability for concealed or hidden defects or damage which are discovered within 48 hours of the return of the rented vehicle. Credit card payments may take up to 30 days to clear. Debit card payments may take up to 6-8 weeks to clear.

In the event of an accident involving another driver, we shall retain or demand the security deposit until the question of guilt has been clarified beyond doubt, judicially or extrajudicially.

Additional charges or costs (e.g., special flat rate cleaning fees according to the Price List for cleaning fees, which is available at the agreed handover location), plus any applicable Sales Taxes, shall be invoiced when the vehicle is returned, insofar as these can be charged at this point in time. If additional costs are incurred, e.g., as a result of a fine, or if damage to the rented vehicle is discovered when the rented vehicle is returned, we shall subsequently charge you for these costs and other administrative costs (e.g., costs for the processing of claims, a flat rate fee for the handling of fines), plus any applicable Sales Taxes, when we become aware of these costs.

Roadsurfer reserves the right to withhold the corresponding additional charges or costs directly (plus any applicable Sale Taxes) from the security deposit.

You may lodge objections to such charging, by email or other notice, within 14 days; this shall also apply to the time within which you shall provide proof that you did not cause the event triggering the costs or charges. If you fail to respond within this period, the costs shall be invoiced to you.

7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period can vary between 3-7 nights.

The vehicle must be returned by the time specified in the rental agreement.

If the hire period is exceeded, an excess fee according to the Fee Table will be charged per hour (a partial hour is charge the same as a full hour), unless you demonstrate that you are not at fault for the late return. The maximum excess fee per 24 hours of delay in returning the vehicle applies according to the Fee Table. We reserve the right to charge you for any and all damages (e.g., loss of profit, damage claims of the subsequent renter, etc.) as a result of the late return of the vehicle. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

If the rental vehicle is returned before the agreed return date, the full rental price agreed in the rental agreement shall still be payable.

When booking a Rallye, the pick-up and drop-off locations and the pick-up and drop-off times are fixed. This agreement cannot be changed.

8. Handover and Return of Rental Vehicle

The vehicle must be returned at the agreed upon time, to the agreed return location, as specified by Roadsurfer. If return is indicated to a location other than the location where your rental commences, you may have to pay a one way fee and any applicable Sales Taxes as agreed in the Rental Contract. If you return the car to a different location from the agreed return location without Roadsurfer permission, you agree to pay an unauthorized return location fee and any applicable Sales Taxes according to the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

On occasion, it may be that bicycle racks are mounted on the rented vehicle, even though you did not expressly request them. Roadsurfer shall not be obligated to remove these bicycle racks.

If a vehicle in the booked vehicle category cannot be provided at the time of handover, the Rental Firm reserves the right to provide a vehicle of comparable or larger size and equipment. This will not result in any additional rental costs for the Hirer. If the Hirer is offered and accepts a smaller vehicle, they will receive an appropriate discount. This discount is determined on an individual basis and is calculated in relation to the functionality and

features of the vehicles being compared. These discounts are also based on the availability and pricing of the individual models and may therefore be limited to a certain amount.

Upon handover of the vehicle, the Hirer is obliged to carry out a start-up check of the camper. In doing so, the Hirer must test the most important functions of the camper. Any existing damage must be documented by the renter. The vehicle is then inspected jointly with an employee of the rental company, and the findings are confirmed by the signatures of the renter and the employee on the handover report. Reports of damage discovered at a later date cannot be taken into account, and such complaints have no chance of success.

The Hirer is also obligated to perform an equipment check. The Hirer must check whether the following equipment is available and in working order:

- levelling wedges
- water canister and filler neck
- outdoor power cable & adapter
- handbrush
- gas bottle
- camping table and two camping chairs
- window blinds
- Solbio-bottle
- awning crank

The Rental Firm is not liable for missing or defective equipment that the Hirer reports only after departure.

You must return the rented vehicle, the vehicle's keys, and the equipment at the location and time agreed in the Rental Agreement when the rental period ends. If the rented vehicle is not returned when required, and you fail to inform Roadsurfer that you still have possession of the vehicle, Roadsurfer may assume that you are using the rented vehicle unlawfully. Roadsurfer reserves the right to contact the police or other relevant authorities and report the vehicle stolen. Additional fees and charges shall apply when you keep the vehicle longer than the agreed upon rental period.

You are liable for the rented equipment if it is not returned with the vehicle or is not present in the vehicle at the time of the return, provided that you are responsible for this. In such a case, you must pay a flat fee in accordance with the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

Upon return of the vehicle, we will conduct an inspection. You will pay a cleaning fee and applicable Sales Taxes according to the Fee Table for cleaning the vehicle's interior upon return if (a) any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures, as determined by us in our sole discretion, or (b) the stationary toilet in the vehicle and / or mobile camping toilets or fresh water or waste water tanks of the rental vehicle are not fully emptied. In the course of the inspection, we will check the condition of the vehicle and determine if any other additional charges aplly according to the fee table. The rental vehicle will be inspected for new damages separately, in absence of the renter. Any new damage to the vehicle will be recorded. You are responsible for any and all new damage, greater than ordinary wear and tear, to the rented vehicle.

The rented vehicle must be returned with a full tank of fuel. You will be charged a fuel surcharge according to the Fee Table (flat rate) in the event the gas tank is not full at the time of vehicle return.

We can repossess the rented vehicle at any time in our sole discretion for reasons that include, but are not limited to the following: the rented vehicle is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the vehicle through GPS tracking devices and utilizing for our benefit any other devices connected to the vehicle or affecting the vehicle's operation. If the vehicle is repossessed,

you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the vehicle. You agree that such costs will be charged to the credit or debit card or account you used to rent the vehicle.

9. Obligation to Exercise Due Diligence and Care

You must handle the rented vehicle and Equipment with care and observe all relevant rules and regulations with respect to operating, driving, locking, parking, and maintaining the rented vehicle properly and protect it against theft. The operating instructions of the rented vehicle and those of all installed equipment on board must be strictly observed. You shall obey the rules of the road when operating the rented vehicle.
NO SMOKING is permitted inside the rented vehicle. Roadsurfer reserves the right to impose an additional smoking cleaning fee according to the Fee Table if smoking occurs inside the rented vehicle. Pets, in particular dogs, may only be taken on campervans that are specially designated and identified as `pet-friendly' campervans for small pets. These can be booked for a special fee. In certain cases, there are no additional costs for medically recognized assistance dogs. On all other campervans — not marked as "dog-friendly" — animals are not allowed, subject to medically accredited assistance dogs. Upon a violation of this pet rule, you shall pay for all additional cleaning costs (removal of pet hair, ozone treatment, etc.) plus the pet fee according to the Fee Table for the depreciation of the vehicle. Should a "dog-friendly" campervan be scratched or be particularly dirty due to having taken along a pet, we also reserve the right to charge for the respective loss in vehicle value and for any cleaning costs after the trip.

You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

YOU ARE RESPONSIBLE FOR PROPERLY SECURING TRANSPORTED ANIMALS BEFORE THE START OF THE TRIP, E.G. BY TRANSPORT BOXES. THE RENTAL FIRM IS NOT LIABLE FOR DAMAGES CAUSED BY INADEQUATE TRANSPORT SECURING OF THE ANIMAL AND / OR LEAVING THE ANIMAL IN THE VEHICLE.

10. Repair and Maintenance

During the rental period, you must take all measures necessary to keep the rented vehicle in the condition it was in at the start of the rental. Look out for warning lights on the vehicle display and take all necessary measures in accordance with the operating instructions.

In particular, you are obligated to check oil level and cooling water levels and to carry out regular tire pressure and tire condition checks before and during the journey.

If vehicle is equipped with diesel exhaust fluid (DEF): At departure the Renter takes over a full tank of diesel exhaust fluid (DEF). You must regularly check the DEF tank and to ensure that it is properly refilled, at your expense, without delay if the warning signals flash. If the vehicle is not returned with a full tank of diesel exhaust fluid (DEF), you will be charged a flat fee for the filling of the DEF tank according to the Fee Table. You shall have the right to prove that no damage or loss at all was incurred, or that the damage or loss incurred is considerably lower than the amount claimed.

You shall be liable for all damages and costs ensuing from any breach of these maintenance obligations.

Any alteration or mechanical tampering with the rented vehicle without our prior written approval is prohibited.

Repairs which become necessary in order to guarantee the operational safety or road safety of the rented vehicle may only be secured by you during the rental period with our written consent. We will bear the repair costs upon presentation of the relevant receipts, unless you are otherwise liable for the damage.

11. Insurance

In the event of accidents, loss, theft or improper operation of the rented vehicle, or in the event of any breach of contractual obligations herein, you shall be liable for the repair costs incurred as a result thereof or, in the case of

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a total write-off, for the replacement value of the rented vehicle less its residual value, unless you can demonstrate that you are not at fault for the damage or loss. Additionally, you shall be liable for additional losses and costs such as any reduction in value, towing, and recovery costs, as well as expert's fees to assess vehicle value or damages.

You are responsible for all injury, damage and loss you cause to yourself or others. You will provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. If provincial law requires us to provide auto liability insurance, we provide auto liability insurance (Policy) that is excess to all other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum limits set by the financial responsibility laws of the Province whose laws apply to the loss. You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage and other optional protection, where permitted by law. To the extent such protection is imposed by law, that protection will be for the minimum limits required by law. The Policy is void if you breach this Agreement or fail to cooperate in a loss investigation by us or our insurer.

This is a contract for rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. We may monitor the Vehicle through telematic devices. You agree to indemnify, defend, and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide autoliability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by provincial law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the lass. Renters, Authorized Drivers, and we reject Personal lnjury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any lass investigation conducted by us, or our insurer.

The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

If legal claims are asserted against you in connection with the rental vehicle or arising out of this Rental Agreement in any way, you shall give immediate notification thereof to Roadsurfer in writing.

The Rental Firm shall indemnify the Renter in accordance with the principles of fully comprehensive insurance on the basis of the respective valid terms and conditions of the General Terms and Conditions for Motor Vehicle Insurance, with an excess plus a flat rate fee for damage to the rented vehicle per case of damage or loss according to the Fee Table. The Renter shall have the right to prove that no damage or loss was incurred, or that the damage or loss incurred is considerably lower than the flat rate fee.

The exemption from liability covers damage caused by an accident, i.e., by an event suddenly impacting directly from the outside with mechanical force; operating damage and damage strictly due to breakage shall not constitute damage caused by an accident. Likewise, damage between a towing vehicle and a towed vehicle or trailer without any impact from the outside shall not constitute damage caused by an accident.

In particular, therefore, the exemption from liability shall not include damage or loss incurred as a result of a hook-up error or incorrect filling (of the water tank or fuel tank), improper use (such as driving on unpaved roads) or as a result of the load.

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Please note the following with respect to the rented vehicle:

- Never extend the awning in strong wind or rain and never leave it unattended while it is extended. The cost of a new awning with installation shall be borne by you, if you breach this obligation. These costs may exceed the value of your security deposit!
- The water system cannot be cleaned if fuel has been incorrectly filled into the water tank. It must be replaced completely. This applies to tanks, boiler, pump, taps and pipes. The costs shall be borne in full by the Renter. The Renter shall furthermore be liable for any damage to the vehicle and its accessories resulting from this. The same shall apply if the fuel tank is incorrectly filled.

You shall be fully liable for the following damage or loss:

Tire damage: Resulting costs for damages to the tires themselves or the fitting of the tires. The spare tire shall not be installed on the rented vehicle by you – it must be installed by a towing or breakdown service;

Windshild damage: Windscreen/glass damage shall be repaired or replaced, depending on the extent and location of the damage;

Theft (Burglary) Damage: All unpreventable vehicle damage caused by third-party intrusion. A police report or record is required;

Weather-related damages: Unpreventable damage from sever weather (hail, rain, strong winds, etc.);

Damage to the interior of the vehicle;

Undercarriage and/or bodywork repairs: Damages to exterior surface (dents, scratches, cracks, etc.) and undercarriage parts (brakes, axles, diesel tank, etc.);

Other damage: Damage caused by driving on unpaved roads, including the resulting costs such as for recovery, towing or tire damage. A limitation of these damages by protection packages (item 13) is excluded.

Renters' Property: Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for lass of, or damage to, Renters' personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in our offices, unless the lass or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.

There is no insurance cover for any damages to the vehicle that are caused when using ferries or motorail trains. All costs for damages caused by these means of transport shall be borne by you. You are obligated to report any ferry and any other transport damages to us in writing immediately.

The general excess fee according to the Fee Table applies. You shall be fully liable in cases of intentional breach of these contractual obligations, for damage or loss incurred in the event of operation by an unauthorized driver, use of the rental vehicle for prohibited purposes, or otherwise.

A handling fee according to the Fee Table is charged for dealing with any damage of any kind incurred during the rental period.

If the rented vehicle is parked/dropped off early at the location or in the proximity of the location (regardless of whether this is a public or private space), do so at your own risk! We do not accept any liability for damages that occur up until the official end of the rental period.

In the event of loss of the registration card, the lost registration flat rate handling fee according to the Fee Table shall apply. In the event of loss of the vehicle key, the lost key flat rate handling fee according to the Fee Table shall apply.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment except and only if we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

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12. Accidents and Damages

In the event of a breakdown or malfunction of the rented vehicle, please contact our hotline to clarify the course of action.

In the event of any damage to the rented vehicle during the rental period, you are obligated to immediately notify us, in writing, of all the details of the event that led to the damage. The accident report must, in particular, contain the names and addresses of the persons involved, must name any witnesses, as well as the registration numbers and insurance details of the vehicles involved. For this purpose, you must complete the accident report form that can be found in the glove compartment of the vehicle. You must do so carefully and truthfully. This form can also be requested over the phone at any time or may be downloaded from the website. You may electronically send the form as a scan to assistance@roadsurfer.com.

If you fail to comply with these obligations, we reserve the right to charge a contractual fee for defective or missing damage report according to the Fee Table.

After any accident, fire, theft, or other damage, involving the rented vehicle, you must also immediately inform the local police, whether known third parties were involved or not. If you fail to report the incident or damage to the police, you shall be fully liable for any resulting economic costs, charges, fees, or damages Roadsurfer may incur.

Should a repair be necessary, the rented vehicle must be stopped immediately before further damage can occur. The continuation of the journey, even to the nearest garage, shall only be permitted with Roadsurfer's prior consent.

If you take or have the rented vehicle taken to a garage, you must let us know immediately about the garage, the duration, and the costs of the repair, before any repairs are administered. Repair must not commence before approval has been granted. Roadsurfer is only liable for, and will only pay for, repair costs if the repair has been approved beforehand and only upon presentation of the respective receipts. You must provide us with the exact contact address of the garage immediately.

13. Protection Packages

You have the option of reducing your potential liability by booking protection packages. The **basic package** is automatically included with every booking. This package comprises the following elements:

- The regular excess fee pursuant to Section 11 and according to the Fee Table applies
- Unlimited number of miles/kilometres (except for Rallye bookings)
- An additional driver without any surcharge
- Mobility service: In the event of a breakdown, the Rental Firm shall endeavour to provide a replacement car or to have the rented vehicle repaired as quickly as possible
- Breakdown assistance: All services shall be initiated only by the Rental Firm, and at its discretion, and shall be subject to agreement by way of use of the Rental Firm's 24-hour hotline.

If the **plus package** is added to the booking, you are entitled to the following services in addition to the services from the basic package.

- A second additional driver without any surcharge
- The regular excess fee per claim (see Section 11) shall be reduced according to the Fee Table

If the **max package** is added to the booking, you are additionally entitled to the following services in addition to the services from the basic and plus packages:

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- Unlimited number of additional drivers (limited to the number of passengers specified for the respective vehicle)
- The regular excess fee (see Section 11) shall be inapplicable in case max package is added to booking
- **Windshild damage:** no liability on the end of the Hirer for repairs or replacement of the windshield
- **Tire protection:** no liability on the end of the Hirer for tire damages
- **Theft (Burglary) protection:** All unpreventable vehicle damage caused by third-party intrusion. A police report or record is required. Personal belongings are not covered in the event of theft.

Even where liability is reduced by booking the plus package or the max package, the general rules concerning liability shall apply you are at fault for the damage or loss. In particular, you shall be fully liable in cases of negligent breach of a contractual obligation where you cause the damage or loss with wrongful intent. Especially no insurance coverage is given due to your negligence in, but not limited to, the following cases:

- Not fulfilling age requirements,
- Driving the vehicle without a rental agreement, in breach or violation of the rental agreement,
- Driving under influence of alcohol or controlled substances,
- Disregarding common sense or gross negligence or willfulness in failing to abide by the local laws and rules leading to damage third party's property,
- Damages to the awning (typically due to operational errors by the Hirer),
- Roof damages caused by disregarding clearance heights.

It is not possible to switch from the originally purchased protection package to a protection package with lower coverage.

14. Roadsurfer Liability; Indemnity; Waiver

Any liability of Roadsurfer due to a breach of its obligations herein shall be limited to wrongful intent or gross negligence, including wrongful intent or gross negligence on the part of its representatives and authorized agents.

If the rented vehicle or a substitute is not available for any reason whatsoever, Roadsurfer's liability shall be limited to refunding all payments made.

We will use reasonable efforts to provide you with a replacement vehicle in the event of damage to the rented vehicle or if the vehicle needs garage repair during the rental period, provided that a replacement is available. Garage repair days or missed holidays due to damages that occur during a rental do not entitle you to a refund.

We are not responsible for any personal items left behind at the end of the rental period.

You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from this rental transaction or from the use of the vehicle by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses.

YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE RENTAL.

An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Our acceptance of payment from Renters or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. lf any provision of this Agreement

is deemed void or unenforceable, the remaining provisions are valid and enforceable. Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

15. Toll Charges

The Hirer may elect the optional Toll Access add-on. If selected all generated tolls are tracked via the installed transponder in the vehicle and the Hirer will be charged a fixed rate based of the number of nights in the booking in the amount agreed upon at the time of booking. All toll costs are covered upfront by Roadsurfer for the entire rental period and no additional toll charges or related administrative fee will be applied after the rental. In the event that a transponder is not available or not operational, tolls may instead be tracked and processed using a toll-by-plate system or other electronic tolling method as determined by the relevant toll authority.

Not covered by the Toll Access option:

- If a Hirer rents a vehicle in Canada and crosses into the US, toll charges are not covered by the Toll Access add-on
- If a Hirer travels on any private orads, tunnels or bridges, they are not covered by the Toll Access add-on
- The Toll Access add-on provides coverage solely for electronic toll charges incurred trough approved electronic tolling systems during the rental period. This coverage does not extend to cash-only toll roads, bridges, or booths, or any toll points that do not accept electronic payment.

If the customer does not select the Toll Acess add-on, any tolls incurred during the rental period will be charged separately after the rental, together with any applicable handling fees according to the Fee Table. The Hirer is permitted that no damage occurred at all or that the damage incurred was significantly lower.

16. Privacy; Storage of Personal Data

We collect, use, process, and share personal data in accordance with our privacy policy, available at https://roadsurfer.com/en/privacy-statement/.

Some vehicles may allow you to connect your personal phone or device via Bluetooth to the vehicle's electronic system. If you choose to do so, the vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the vehicle system screen to delete this information and the device from the vehicle's memory. We are not responsible for assuring the privacy of any such information, and cannot guarantee that other persons you do not authorize will gain access to this information after you return the vehicle.

Certain vehicles may contain devices that monitor the vehicle’s condition, performance, and operation, track fuel consumption, distance travelled, location and other information (“Connected Car Data”), and may transmit such Connected Car Data to Roadsurfer, third party providers, and/or the manufacturer. Some or all of these communications are turned on all the time, even when other services or other media in the vehicle are turned off. We cannot guarantee that a vehicle without these features will be available at the time of rental. These devices may have been installed by us, on our behalf, or by the manufacturer. If the devices are installed by the manufacturer, the manufacturer will process the Connected Car Data in accordance with its privacy notice. We do not provide the manufacturer with your personally identifiable information ("PII"), unless authorized by you, or is necessary in connection with the provision of services provided through such manufacturer, or is required by law. We may enter into agreements with manufacturers to receive some or all of the Connected Car Data collected by these devices. We may use a third party to process the Connected Car Data on our behalf. We do not provide the third party processor with your PII, unless authorized by you, necessary in connection with the provision of services provided through such third party, or required by law.

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We use these devices and the Connected Car Data for the following purposes: (i) to provide certain aspects of our services to you; (ii) to manage your rental; (iii) to enable us to better understand how our vehicles are used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of vehicles which are overdue, lost, or reported stolen; (viii) to respond to requests from law enforcement or regulatory authorities; (ix) as necessary to defend, protect or enforce our rights; (x) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our vehicle is being used in violation of law or otherwise in the commission of a crime; and (xi) to comply with law.

17. Non-assignment Clause

The rental and the Rental Agreement is personal to you. No assignment of claims or rights under the Rental Agreement to third parties is permitted. The same applies to the assertion of other claims in one's own name.

18. Collections

If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, applicable Sales Taxes and all matters associated with the rental of the vehicle: a) You agree to pay a late charge of 1.5% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). b) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and reasonable attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Agreement, or in any customer profile, as the place to send any demands or collection notices. c) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
1.	Contractual penalty for disregarding the restrictions of use	550 $	500 EUR
1.	Contractual penalty for interference with TCU/vehicle's electronics	300 $	250 EUR
3.	Booking fee	As agreed at the time of booking	As agreed at the time of booking
3.	Travel Fee	As agreed at the time of booking	As agreed at the time of booking
3.	Administrative fee per process	45 $	
7.	Excess fee per hour	60 $	50 EUR
7.	Excess fee maximum per 24 hours	589 $	500 EUR
8.	Unauthorized return location fee	1500 $	
8.	Missing camping table	139 $	119,95 EUR
8.	Missing child seat 15 months to 12 years	165 $	139,95 EUR
8.	Missing mobile camping toilet	129 $	190 EUR
8.	Missing roof rack	385 $	329 EUR
8.	Missing Bedding Package for 1 person	89 $	75 EUR
8.	Missing Bike rack for 4 bikes (and 2 bikes)	831 $	710,90 EUR
8.	Missing Kitchen Box	269 $	277,65 EUR
8.	Missing additional camping chair (in addition to the two camping chairs in camper)	60 $	51,90 EUR
8.	Missing XL bedding package for 2 people	109 $	95 EUR
8.	Missing Booster Seat	35 $	28,95 EUR
8.	Missing Snow Chains	165 $	140 EUR
8.	Missing Pillow	18 $	15 EUR
8.	Cleaning Fee - Fridge - stove or sink - mattress - seats other substantial cleaning effort (e.g. stains on	89 $	75 EUR

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	other interiors, dirt that takes substantial effort to be removed		
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 235 $ 25 % to 50 % existing tank filling: 184 $ 50 % to 75 % existing tank filling: 129 $ 75 % to 99 % existing tank filling: 74,99 $	0 % to 25 % existing tank filling: 199 EUR 25 % to 50 % existing tank filling: 154 EUR 50 % to 75 % existing tank filling: 109,00 EUR 75 % to 99 % existing tank filling: 64,00 EUR
8.	Stationary or mobile toilet not emptied	350 $	
8.	Fresh water or waste water not emptied	89 $	75 EUR
9.	Penalty Fee: Dog Hair in no Dog car	175,50 $	150 EUR
9.	Penalty Fee: Smoked in Car	290 $	250 EUR
11.	Damage fee per damage	55 $	49 EUR
11.	Regular excess fee per claim	1649 $	1500 EUR
11.	Handling fee per damage	55 $	49 EUR
11.	Lost registration flat rate handling fee	220 $	200 EUR
11.	Lost key flat rate handling fee	1090 $	1000 EUR
12.	Contractual fee for defective or missing damage report	1090 $	1000 EUR
13.	**Basic package:** regular fee per claim	3.000 $	3.000 EUR
13.	**Plus package**: Regular excess fee per claim	800 $	800 EUR
13.	**Max package**: regular excess fee per claim	150 $	150 EUR