Si prega di notare le seguenti informazioni:

Le condizioni applicabili e il vostro partner contrattuale dipendono dal luogo di ritiro del camper concordato.

Quando si prenota un camper per il ritiro

- in **Europa (compreso il Regno Unito, la Svizzera e la Norvegia)** è la
    - **Partner contrattuale**: Roadsurfer GmbH, Winzererstraße 47d, 80747 Monaco di Baviera, Germania e la
    - **Le condizioni contrattuali applicabili** sono: Condizioni generali di contratto secondo la **sezione A.**;

- all'interno degli **Stati Uniti d'America (USA)** è il
    - **Partner contrattuale**: RS USA, Inc., 838 Walker Road, Suite 21-2 Dover, DE, 19904, Stati Uniti d'America e la
    - **Le condizioni contrattuali applicabili** sono: Termini e condizioni generali in conformità con la **sezione B.**;

- all'interno del **Canada** è il
    - **Partner contrattuale**: Roadsurfer Canada Inc., Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8 e la
    - **Le condizioni contrattuali applicabili** sono: Condizioni generali di contratto in conformità alla **sezione C.**;

Sezione A.

Condizioni generali di contratto

1. Diritto applicabile, contenuto del contratto, posizione del cliente

L'oggetto del contratto è esclusivamente la concessione in noleggio di un camper con arredi interni standard o individuali e di eventuali accessori del camper da parte di roadsurfer GmbH in qualità di locatrice che concede l'oggetto del noleggio al noleggiatore.

I seguenti termini e condizioni si applicano anche alle c.d. prenotazioni "Rallye". Si prega di notare che a tali prenotazioni potrebbero applicarsi termini e condizioni particolari, riscontrabili nello specifico contratto di noleggio.

Per il contratto viene applicato esclusivamente il diritto della Repubblica Federale di Germania se la cessione in noleggio avviene in una sede della locatrice in Germania. Sono esclusi il diritto di compravendita internazionale ONU e il diritto privato internazionale tedesco. In caso di noleggio in una sede fuori dalla Germania e se il noleggiatore è un consumatore, ovvero una persona fisica che conclude un negozio giuridico per fini non riconducibili ad una attività commerciale o di libera professione (cfr. § 13 del codice civile tedesco), si applica ugualmente il diritto tedesco. Inoltre, si applicano le vincolanti disposizioni sulla tutela del consumatore vigenti nello stato nel quale il noleggiatore è domiciliato a condizione che queste disposizioni concedano al noleggiatore una ampia tutela.

Per la definizione del contratto sono determinanti i seguenti documenti:

1. Il contratto di noleggio con le rispettive condizioni concordate e la relativa relazione sullo stato della vettura noleggiata,
2. La conferma di prenotazione per e-mail,
3. Le presenti condizioni generali di contratto.

Il noleggiatore utilizza la vettura noleggiata sotto propria responsabilità ed effettua autonomamente i suoi tragitti. La locatrice non offre servizi di viaggio. Le disposizioni di legge relative al contratto forfettario di viaggio, in particolare i §§ 651 lettera a – lettera m del codice civile tedesco, non vengono applicate al rapporto contrattuale né direttamente né in maniera corrispondente.

Ai sensi dell'art. 312 g (2) n. 9 del Codice Civile tedesco (BGB), non è previsto il diritto di recesso per i contratti di locazione stipulati con i consumatori utilizzando esclusivamente mezzi di comunicazione a distanza o al di fuori dei locali commerciali.

La vettura noleggiata può essere utilizzata solo all'interno dei seguenti Stati (**"Stati autorizzati"**): Stati membri dell'UE, così come Islanda, Norvegia, Svizzera, Albania, Andorra, Bosnia ed Erzegovina, Liechtenstein, Monaco, Moldavia, Macedonia del Nord, Montenegro, Serbia e Gran Bretagna.

Sono esclusi e non autorizzati viaggi e tragitti in Azerbaigian, Bielorussia, Israele, Iran, Marocco, Russia, Tunisia, Turchia, Ucraina, Kosovo e tutti gli altri Stati non membri dell'UE, salvo i territori espressamente autorizzati ed indicati quali Stati autorizzati.

In caso di utilizzo in uno dei Paesi esclusi, il locatario dovrà pagare una penale di Euro 500. Se, dopo essere stato contattato dalla Società locatrice, il locatario farà immediato rientro in uno dei paesi consentiti, la penale ammonterà ad 150€.

Stato: 13 novembre 2026

Sezione A.

In caso di manomissione del sistema TCU o dei sistemi elettronici del veicolo, ed in particolare del sistema di navigazione, il locatario sarà soggetto ad una penale di 250€.

I camper verranno dati in noleggio esclusivamente per finalità private, come ad esempio viaggi vacanza, per la partecipazione ad eventi sportivi, l'utilizzo quotidiano etc. Qualsiasi utilizzo commerciale, comportamento alla guida insolito (ad esempio stesso tragitto più volte avanti e indietro, tragitti con taxi o navette) o l'utilizzo per traslochi è vietato. In caso d'infrazione la locatrice ha facoltà di risolvere il contratto di noleggio senza alcun preavviso per giustificato motivo e a richiedere eventualmente un risarcimento.

Al noleggiatore è fatto divieto di utilizzare la vettura noleggiata per partecipare a eventi sportivi di motori e test con vetture, per il trasporto di materiali esplosivi, facilmente incendiabili, nocivi, radioattivi o altre sostanze pericolose. L'utilizzo della vettura è vietato anche per commettere reati penali in materia doganale o altri tipi di reati penali anche se questi reati sono passibili di pena solo in base al diritto dello stato dove sono stati commessi, per concedere in subnoleggio o prestito o per altri fini commerciali – tranne quelli espressamente concordati contrattualmente – o per altri utilizzi che eludono dall'uso previsto dal contratto. In caso di dubbi relativi all'utilizzo della vettura oggetto del noleggio, la locatrice si riserva il diritto di non concederla in uso.

È vietato incollare e/o rimuovere le insegne pubblicitarie Roadsurfer sulle vetture. L'apposizione di un'altra etichetta (Co-Branding) può essere concessa in via eccezionale e solo previo assenso.

Il noleggio di un camper per essere utilizzato come spazio per il telelavoro per attività di ufficio da parte del noleggiatore e dei suoi collaboratori (in caso di noleggio da parte di clienti aziendali) non rappresenta un utilizzo per fini commerciali.

2. Persone autorizzate alla guida della vettura

Le persone autorizzate alla guida dei camper sono sostanzialmente tutte le persone fisiche maggiorenni che al momento del noleggio siano in possesso di una regolare patente di guida della classe 3 o B da almeno un anno.

I noleggiatori e tutti i conducenti verranno inseriti per iscritto nel contratto di noleggio e alla consegna della vettura dovranno esibire alla locatrice la loro patente di guida originale. Non verranno accettate copie. Il detentore della vettura oggetto del noleggio per tutta la durata del periodo di noleggio concordato è il noleggiatore.

Per le patenti di guida valide rilasciate da Stati non appartenenti all'UE o al SEE, i cui dati siano riportati esclusivamente in caratteri non latini (ad esempio solo in arabo, cinese o cirillico), oltre alla patente nazionale è richiesta una patente internazionale o una traduzione in tedesco redatta da un automobil club riconosciuto a livello internazionale dello Stato di rilascio, da un automobil club tedesco, da enti ufficiali dello Stato di rilascio o da un traduttore giurato e nominato dal tribunale. Spetta al noleggiante informarsi sulla necessità di presentare una patente internazionale.

Il noleggiatore dovrà difendere le azioni del conducente come se fossero le proprie. Più noleggiatori rispondono in solido.

Dovranno essere comunicate alla locatrice tutte le persone che viaggiano nella vettura noleggiata durante il periodo del noleggio. In caso di dubbi circa la veridicità della finalità

indicata e il numero dei viaggiatori nella vettura, la locatrice si riserva il diritto di non consegnare la vettura.

La vettura oggetto del noleggio può essere guidata solo dal noleggiatore e dai conducenti indicati nel contratto di noleggio. Se il noleggiatore lascia guidare la vettura ad un conducente non autorizzato, viola le condizioni di noleggio. Il noleggiatore risponde di tutti i danni causati da un conducente non autorizzato alla guida della vettura. Il conducente non autorizzato non dispone di una assicurazione derivante dai servizi aggiuntivi offerti dalla locatrice (pacchetti tutto completo etc.). Una copertura assicurativa in questi casi è possibile solo nell'ambito di una assicurazione di responsabilità civile contro terzi prevista dalla legge.

Un noleggio della vettura oggetto del noleggio a clienti aziendali è consentito solo per fini privati ai sensi del punto 1 del noleggiatore o dei suoi collaboratori. Se sulla base di un accordo contrattuale presente nel contratto di noleggio il noleggiatore in quanto cliente aziendale può concedere la vettura oggetto del noleggio ai suoi collaboratori, il noleggiatore è tenuto ad accertarsi che la vettura noleggiata sia concessa in uso solo a collaboratori che sono autorizzati a guidare ai sensi del punto 2.

Il noleggiatore e/o il conducente non possono guidare la vettura se la loro capacità di guida è compromessa, in particolare se sotto effetto di alcool, droghe o semplicemente a causa di malattia.

Il locatario non è autorizzato a rimuovere e/o modificare parti del veicolo, in particolare componenti della trasmissione, dei freni, dello sterzo e/o della carrozzeria, né a disattivare i sistemi telematici senza il previo consenso scritto del locatore. In caso di violazione colposa, il Locatore ha diritto a una risoluzione straordinaria.

3. Prezzi

Il prezzo di noleggio totale comprende la tariffa di noleggio giornaliera, attrezzatura eventualmente prenotata, una tariffa di prenotazione e una tariffa di viaggio. Nella tariffa di noleggio giornaliera è compresa la concessione della vettura per il periodo di noleggio stabilito nel contratto di noleggio. Il prezzo comprende anche i costi di manutenzione e riparazione di eventuali parti usurate, oltre alla copertura assicurativa concordata. Valgono i prezzi pubblicati su https://roadsurfer.com/it-it/ al momento della stipula del contratto compresa la relativa imposta sul valore aggiunto. La relativa tariffa di noleggio giornaliera è consultabile nel listino prezzi su https://roadsurfer.com/it-it/tariffe/.

Oltre alla tariffa di noleggio giornaliera per ogni noleggio è prevista una tariffa di prenotazione e una tariffa di viaggio nell'importo concordato al momento della prenotazione. La tariffa di prenotazione e la tariffa di viaggio vengono addebitate anche in caso di prenotazione di un Roadsurfer Rallye. In questo caso, l'unica attrezzatura aggiuntiva che può essere prenotata è il set di biancheria da letto e il trasporto di animali domestici.

La tariffa di prenotazione copre i costi generali di prenotazione e servizio. La tariffa di viaggio copre i costi per preparare il camper per il viaggio, inclusi logistica e consegna.

Tutti i costi non compresi espressamente nel prezzo di noleggio totale e che sono regolati da questa tariffa sono a carico del noleggiatore. Rientrano in particolare i costi per il pedaggio, per il carburante, parcheggio, per il campeggio e altri costi di parcheggio e trasporto come ad esempio costi per il traghetto. In casi specifici è possibile che un

noleggiatore precedente abbia pagato determinati costi o tariffe (ad es. vignetta annuale per la Svizzera) dei quali può usufruire anche il noleggiatore nell´attuale rapporto contrattuale di noleggio. A tal riguardo è esclusa la rivendicazione di diritti a tali ulteriori servizi.

Anche eventuali contravvenzioni o multe sono a carico del noleggiatore. La locatrice chiederà il pagamento di una tariffa fissa di gestione per ogni pratica relativa al disbrigo di mandati penali, multe per autovelox e biglietti per il parcheggio, in conformità all'elenco vigente al momento della restituzione (consultabile sul sito https://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati) i. Tale commissione non verrà addebitata qualora il locatario sia in grado di dimostrare che la multa per divieto di sosta o violazione del codice della strada era infondata oche il locatario o il conducente in questione non hanno alcuna responsabilità. Il locatario potrà provare linsussistenza di qualunque danno, o che il danno sia inferiore all'importo addebitato.

Il locatario autorizza il locatore ad addebitare i costi dell'auto a noleggio dovuti in base al rapporto contrattuale e tutti gli altri crediti relativi al contratto di noleggio sul metodo di pagamento presentato al momento della stipula del contratto di noleggio o successivamente o indicato nel contratto di noleggio.

In particolare il noleggiatore autorizza la locatrice ad addebitare irrevocabilmente sulla sua carta di credito la tariffa concordata ai sensi del punto 3 delle condizioni generali di contratto per mandati penali, multe per autovelox e biglietti per il parcheggio, commissioni per danni ai sensi del punto 11 e commissioni per pedaggi ai sensi del punto 14. Il locatario autorizza il locatore ad addebitare irrevocabilmente tutti i costi contrattuali dovuti dopo la conclusione del contratto (ad es. per la pulizia, il rifornimento di carburante, la restituzione tardiva, i danni e i pedaggi) utilizzando il metodo di pagamento indicato al momento della stipula del contratto di locazione o successivamente presentato o indicato nel contratto di locazione. Tutti i chilometri percorsi dal noleggiatore con la vettura noleggiata sono inclusi nel prezzo di noleggio giornaliero, salvo che la prenotazione sia una prenotazione Rally, e salvo diversamente concordato per iscritto e a condizione che non vi siano comportamenti inusuali alla guida. Se in un secondo momento viene riscontrato un utilizzo non consono all'uso previsto, il noleggiatore è tenuto a risarcire il danno.

Per le prenotazioni Rallye, i chilometri inclusi saranno specificati dalla società locatrice durante il processo di prenotazione. Ogni chilometro addizionale non incluso nella prenotazione Rallye sarà addebitato al locatario, in conformità con la policy di eccesso di chilometraggio specificata al momento della prenotazione.

Sconti speciali (offerte speciali, offerte per collaboratori od offerte per eventi fieristici) di solito non sono combinabili tra di loro, né tantomeno con altri sconti come sconti a lunga durata o sconti per chi prenota in largo anticipo.

4. Prenotazione

Inviando il modulo di prenotazione debitamente compilato il noleggiatore trasmette un´offerta vincolante per la stesura del contratto di noleggio e accetta le condizioni generali di contratto della locatrice tramite una procedura "Opt in" nel processo di prenotazione.

A fini informativi il noleggiatore riceve una notifica sulla pagina della prenotazione e una mail diretta (Instant Mail) da parte della locatrice con la conferma di ricezione della richiesta di prenotazione. Dopo la ricezione della conferma di prenotazione scritta inviata dalla

locatrice per email tramite il portale di prenotazione di https://booking.roadsurfer.com/it/rent la prenotazione e il noleggio sono accettati in maniera vincolante da parte della locatrice (=avvenuta stipula del contratto) e la vettura oggetto del noleggio è da considerarsi prenotata in maniera vincolante.

Nell'ambito della propria libertà di disposizione la locatrice ha facoltà di rifiutare la stipula del contratto di noleggio.

Al momento della conferma della prenotazione, l'intero prezzo di noleggio, comprensivo di tutti gli extra e della tariffa di prenotazione, diventa immediatamente esigibile. L'importo totale deve essere pagato senza indugio tramite il metodo di pagamento indicato durante il processo di prenotazione. In caso di mancato pagamento nei termini, Roadsurfer ha il diritto di recedere dal contratto di noleggio e di noleggiare il veicolo a un altro cliente.

Se al momento della stipula del contratto di noleggio il locatario aggiunge un**'opzione Flex** a pagamento, per il pagamento dell'intero prezzo di noleggio vale quanto segue:

- **Prenotazione più di 60 giorni prima del ritiro:** il 50% dell'importo totale è dovuto immediatamente e il restante 50% è dovuto 60 giorni prima della consegna del veicolo noleggiato.

- **Prenotazione 60 giorni o meno prima del ritiro:** al momento della prenotazione, l'intero prezzo del noleggio è immediatamente esigibile.

5. Cancellazione

Nel caso in cui il noleggiante cancelli la propria prenotazione vincolante si applica il diritto contrattuale di recesso regolato come di seguito a seconda del momento di ricezione della comunicazione di recesso da parte del noleggiatore:

- **Tra 0 e 48 ore** prima dell'inizio del noleggio concordato non è previsto alcun rimborso del prezzo totale del noleggio, inclusi gli extra. Non saranno rimborsate né tariffa di prenotazione né la tariffa di viaggio.

- In caso di cancellazioni effettuate almeno **48 ore** prima dell'inizio concordato del noleggio, non è previsto alcun rimborso del prezzo totale del noleggio, inclusi gli extra. Tuttavia, al noleggiante verrà restituita la tariffa di viaggio.

In caso di prenotazione con **opzione Flex**, vale quanto segue:

- **Tra 0 e 48 ore** prima dell'inizio del noleggio concordato non è previsto alcun rimborso del prezzo totale del noleggio, inclusi gli extra. Non saranno rimborsate né tariffa di prenotazione né la tariffa di viaggio.

- Cancellazioni **almeno 21 giorni** prima dell'inizio del periodo di locazione concordato: verrà rimborsato l'intero prezzo di locazione, escluse le spese di prenotazione, oppure il locatario potrà effettuare una nuova prenotazione per un periodo a sua scelta, pari all'intero prezzo di locazione, ai sensi del punto 5 (2).

- Cancellazioni effettuate **nei 21 giorni** precedenti l'inizio del periodo di locazione concordato: non è previsto alcun rimborso del prezzo totale della locazione. Sarà rimborsata solo la tariffa di viaggio.

Sezione A.

(2) Riprenotazione: oltre al diritto contrattuale di cancellazione di cui sopra, è possibile riprenotare per un periodo di locazione diverso ("riprenotazione") prima dell'inizio del periodo di locazione:

- Modifica della prenotazione **almeno 60 giorni** prima dell'inizio del periodo di locazione: se la modifica comporta un prezzo di locazione totale superiore a quello concordato inizialmente, il locatario è tenuto a pagare la differenza. Se invece il prezzo di locazione totale è inferiore al prezzo totale concordato inizialmente, verrà rimborsata la differenza. Se il periodo di noleggio viene ridotto, non si tratta di una modifica della prenotazione, ma di una cancellazione parziale. Ciò significa che in tal caso non verrà rimborsata la differenza.

- Modifica della prenotazione **nei 60 giorni** precedenti il ritiro: non è previsto alcun rimborso né buono di cancellazione pari alla differenza di prezzo.

In caso di prenotazione con **opzione Flex**, vale quanto segue:

- Modifica della prenotazione **almeno 14 giorni** prima dell'inizio del noleggio: se la modifica comporta un prezzo di noleggio totale superiore a quello concordato inizialmente, il locatario è tenuto a pagare la differenza. Se invece il prezzo di noleggio totale è inferiore al prezzo totale concordato inizialmente, verrà rimborsata la differenza. Se il periodo di noleggio viene ridotto, non si tratta di una modifica della prenotazione, ma di una cancellazione parziale. Ciò significa che in tal caso non verrà rimborsata la differenza.
- Modifica della prenotazione nel periodo compreso **tra 14 giorni** prima dell'inizio del noleggio e il ritiro: non sussiste alcun diritto al rimborso o al buono di cancellazione pari alla differenza di importo.

(3) L'affittuario ha il diritto di riprenotare più volte.

Dopo che è stata effettuata una nuova prenotazione, per il diritto di cancellazione contrattuale e per ogni ulteriore nuova prenotazione vale quanto segue: L'intervallo di tempo tra la prima riprenotazione e l'inizio del periodo di locazione del contratto di locazione iniziale determina in modo permanente le condizioni di annullamento e le spese di riprenotazione (esempio: se il contratto di locazione iniziale viene riprenotato 30 giorni prima dell'inizio del periodo di locazione, le condizioni di annullamento/riprenotazione 30 giorni prima dell'inizio del periodo di locazione si applicano all'annullamento/riprenotazione di ogni successivo contratto di locazione riprenotato, indipendentemente dal momento in cui l'annullamento/riprenotazione viene effettivamente dichiarato).

(4) Attrezzatura eventualmente già prenotata non può essere cancellata separatamente dalla prenotazione. I costi per l'attrezzatura, quale portabiciclette o toilette per camping, non verranno restituiti in caso di cancellazione.

(5) È fatta salva la facoltà del noleggiatore di dimostrare che non vi è stato alcun danno o che il danno è di portata più limitata.

(6) In caso di recesso anticipato dal contratto di noleggio tramite la restituzione della vettura non sorge in capo al noleggiatore un diritto ad un risarcimento parziale del prezzo di noleggio, ad ottenere un buono di cancellazione od un cambio di prenotazione (parziale) per un altro periodo di noleggio.

(7) Per i buoni di cancellazione valgono le seguenti condizioni:

Sezione A.

- Hanno una validità di 1 anno dalla data di emissione.
- Dopo la cancellazione di una prenotazione pagata con un buono di cancellazione, per il relativo buono di cancellazione emesso vale la data di scadenza del primo buono di cancellazione.
- Non è possibile ottenere un pagamento in contanti del valore del buono.
- Valgono i prezzi e le condizioni generali di contratto attuali fino alla conclusione della prenotazione. Non vi è alcun diritto di ottenere il prezzo di noleggio iniziale.
- Non è consentita la rivendita, il trasferimento e/o la cessione dei buoni di cancellazione.
- Al momento dell'utilizzo di un buono di cancellazione, verrà nuovamente addebitata la tariffa di prenotazione applicabile al momento della nuova prenotazione.

(8) La presente clausola 5 non pregiudica i diritti di cancellazione previsti dalla legge.

6. Modalità di pagamento e cauzione

All'inizio del periodo di noleggio dovrà essere versata a titolo cautelativo tramite carta di credito una cauzione per la restituzione della vettura senza danni e perfettamente pulita, per l'importo concordato al momento della prenotazione. La cauzione verrà quietanzata al noleggiatore sul modulo con il contratto di noleggio. Senza il deposito della cauzione non verrà consegnata la vettura. In caso di versamento ritardato dell'acconto, pagamento finale o della cauzione, la locatrice ha facoltà di recedere senza preavviso dal contratto di noleggio per giustificato motivo, riservandosi il diritto al risarcimento di danni.

Al momento della consegna del veicolo all'inizio del periodo di noleggio, qualsiasi danno esistente al veicolo a noleggio sarà registrato per iscritto e un rapporto sulle condizioni sarà consegnato al Noleggiatore. Se il veicolo viene restituito in condizioni integre, a parte i danni elencati nel rapporto sulle condizioni, il deposito verrà rimborsato immediatamente dopo la fine del periodo di noleggio, a condizione che il deposito sia stato pagato con carta EC. Se il deposito è stato bloccato con carta di credito, verrà automaticamente sbloccato dopo la restituzione del veicolo a noleggio. Tuttavia, ciò non esonera il Noleggiatore dalla responsabilità per i difetti o i danni nascosti o celati che vengono scoperti dalla Società di noleggio entro 48 ore dalla restituzione del veicolo noleggiato. L'autorizzazione del pagamento con carta di credito può richiedere fino a 30 giorni. L'autorizzazione del pagamento con carta EC può richiedere fino a 6-8 settimane.

In caso d'incidente la cauzione e la relativa franchigia del noleggiatore verranno trattenute dalla locatrice e/o richieste fino a che la responsabilità d'incidente viene accertata in sede giudiziale o stragiudiziale.

Ulteriori commissioni o costi () verranno addebitati al noleggiatore alla restituzione della vettura, in conformità con l'elenco vigente al momento della restituzione (consultabile sul sito https://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati) se tali costi possono essere conteggiati alla restituzione. Se subentrano ulteriori costi, ad esempio per contravvenzioni o se vengono causati danni alla vettura noleggiata e vengono constatati alla restituzione, la locatrice addebiterà al noleggiatore tali costi ed eventuali costi amministrativi (ad es. costi per la gestione di un danno, importo forfettario per l'evasione di una pratica relativa a multe) in un secondo momento se la locatrice è venuta a conoscenza di tali costi.

La locatrice è tenuta a trattenere direttamente dalla cauzione eventuali altre commissioni o costi.

Stato: 13 novembre 2026

Il noleggiatore può eccepire in merito a questo eventuale addebito presentando le sue ragioni per e-mail o posta entro 14 giorni dalla ricezione della comunicazione; ciò vale anche per apportare la prova che il noleggiatore non sia il responsabile dell´evento che ha portato a tali costi o tariffe. Qualora il noleggiatore non presenti le proprie ragioni entro tale termine, gli verranno addebitati i costi imputati.

7. Periodo di noleggio

Il periodo di noleggio va dalla presa in consegna concordata della vettura fino alla restituzione finale. La durata minima di noleggio può variare da 3 a 7 notti.

La restituzione della vettura deve avvenire entro l'orario indicato nel contratto di noleggio.

Se il periodo di noleggio viene superato, al locatore sarà addebitato un importo fisso per ogni ora di ritardo (una parte di ore sarà addebitata come ora completa), in conformità dell'elenco in vigore al momentodella restituzione (consultabile al sito https://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati) a meno che il noleggiatore non motivi eventualmente a sue spese il ritardo nella restituzione del veicolo. L'importo massimo per ogni 24 ore di ritardo nella restituzione del veicolo sarà calcolato in base all'elenco in vigore al momento del tirono.. qualora il ritardo nella restituzione dovesse causare ulteriori danni (ad es. mancato profitto, diritto al risarcimento di danni del noleggiatore successivo, dispendio temporale organizzativo etc.), la società locatrice si riserva il diritto di rivendicare questi diritti di risarcimento di danni nei confronti del locatario. Il locatario potrà provare l'insussistenza del danno, o che sia il danno sia significativamente inferiore all'importo addebitato.

Se la vettura noleggiata viene restituita prima del giorno e ora concordati, dovrà comunque essere corrisposto il prezzo di noleggio totale indicato nel contratto. Generalmente la locatrice non acconsente a tramutare automaticamente il contratto di noleggio in un contratto di noleggio a tempo indeterminato.

Al momento della prenotazione di un Roadsurfer Rallye, il luogo di ritiro e riconsegna, nonché l'orario di ritiro e riconsegna sono concordati in modo definitivo. Non è possibile derogare a tale accordo.

8. Consegna e restituzione della vettura

La consegna e restituzione della vettura avvengono nelle sedi concordate. Il noleggiatore prenderà in consegna la vettura noleggiata puntualmente al momento e nella sede indicata nel contratto di noleggio. In alcuni casi può accadere che siano montati portabiciclette sulla vettura noleggiata nonostante non siano stati espressamente prenotati dal noleggiatore; questo avviene soprattutto per potere garantire un impeccabile processo di consegna al prossimo noleggiatore. La locatrice non è tenuta a smontare i portabiciclette. Per prenotazioni di traghetti valgono le lunghezze della vettura indicate sul sito.

Il noleggiatore è tenuto a restituire la vettura noleggiata al termine del periodo di noleggio nel luogo indicato nel contratto di noleggio e al momento lì concordato. Nel caso in cui la vettura noleggiata non venga restituita il giorno indicato nel contratto senza alcun preavviso da parte del noleggiatore e senza alcuna giustificazione, la locatrice riterrà automaticamente che il noleggiatore stia utilizzando indebitamente la vettura noleggiata. In tal caso la locatrice potrà sporgere denuncia presso l'autorità competente.

Sezione A.

Se al momento della consegna non è possibile fornire un veicolo della categoria prenotata, il locatore si riserva il diritto di fornire un veicolo di dimensioni e dotazioni simili o superiori. Ciò non comporta costi aggiuntivi per il locatario. Se al locatario viene offerto e da lui accettato un veicolo più piccolo, riceverà uno sconto adeguato. Tale sconto viene determinato individualmente e il suo importo è commisurato alle funzionalità e alle dotazioni dei veicoli comparabili. Questi sconti dipendono inoltre dalla disponibilità e dai prezzi dei singoli modelli e possono quindi essere limitati a un determinato importo.

Al momento della consegna del veicolo, il locatario è tenuto a eseguire un controllo iniziale del camper. Il locatario deve verificare le funzioni principali del camper. I danni già presenti devono essere documentati dal locatario. Successivamente, il veicolo viene controllato insieme a un dipendente del locatore e le constatazioni effettuate congiuntamente vengono confermate con la firma del locatario e del dipendente sul verbale di consegna. La segnalazione di danni riscontrati successivamente non può essere presa in considerazione e tali reclami non hanno alcuna possibilità di successo.

Il locatario è inoltre tenuto a effettuare un controllo dell'attrezzatura. Il locatario deve verificare che le seguenti attrezzature siano presenti e funzionanti:

- cunei di livellamento
- tanica per l'acqua con tubo di riempimento
- cavo di alimentazione per esterni con adattatore
- spazzola a mano
- bombola del gas
- un tavolo e due sedie da campeggio
- tende
- bottiglia Solbio
- manovella per tenda da sole

La locatrice non è responsabile per attrezzature mancanti o difettose che il locatario segnala solo dopo la partenza.

Al termine del periodo di noleggio, Il locatario è tenuto a restituire il veicolo, le chiavi e l'equipaggiamento al luogo e tempo concordati nel contratto di noleggio. Qualora il veicolo non dovesse essere restituito alla data prevista nel contratto di noleggio, ed il locatario dovesse non essere in grado di giustificare la tarda restituzione, la società locatrice potrebbe identificare l'utilizzo del veicolo come illegale e procedere alla segnalazione alle attività competenti.

Il locatario è responsabile per l'equipaggiamento qualora questo non dovesse essere presente nel veicolo al momento della restituzione. In questo caso al locatario sarà addebitato un importo in conformità con l'elenco in vigore al momento della restituzione (consultabile al sito https://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati). Il locatario provare l'insussistenza del danno o che il danno sia significativamente inferiore all'importo addebitato.

Alla restituzione del camper il noleggiatore è tenuto a ispezionare la vettura noleggiata insieme ad un rappresentante della locatrice. Nell'ambito di tale ispezione la proprietaria verifica le condizioni in cui viene riconsegnato il veicolo e se sono dovuti costi aggiuntivi in base al listino prezzi.

Stato: 13 novembre 2026

Sezione A.

Il controllo del veicolo per individuare eventuali nuovi danni viene effettuato separatamente, in assenza del noleggiatore.

In tale occasione vengono registrati i nuovi danni al veicolo non indicati nella relazione sullo stato della vettura al momento della restituzione del veicolo. In caso di danno la locatrice calcolerà l'entità entro 14 giorni dalla restituzione della vettura. Se durante l'ispezione della vettura non sono riconoscibili danni nascosti, ad esempio per impurità esterne, l´accettazione senza riserve della vettura non implica un´ammissione di colpa negativa da parte della locatrice.

Il veicolo a noleggio deve essere restituito con il serbatoio pieno. Se il serbatoio non è completamente pieno, al locatario verrà addebitato un importo in base al livello di riempimento esistente, in conformità dell'elenco in vigore al momento della restituzione (consultabile al sito https://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati). Il locatario potrà provare l'insussistenza di qualunque danno, o che il danno sia significativamente inferiore all'importo addebitato..:

L'importo può essere detratto direttamente dal deposito cauzionale dal locatore.

Il noleggiante, prima della restituzione al noleggiatore della vettura noleggiata, deve:

- pulire internamente la vettura (spazzare, passare l'aspirapolvere e lavare l'interno della vettura) ("**Pulizia interna**"),
- ripulire l'esterno della vettura da sporcizia rilevante (ad esempio, fango in grande quantità) e
- svuotare la toilette interna fissa e/o la toilette mobile da camping, così come i serbatoi delle acque chiare e di scarico della vettura (**"Svuotamento serbatoi"**).

La locatrice si farà carico della restante pulizia interna ed esterna.

Eventuali costi e spese di pulizia per non aver il noleggiante eseguito la pulizia interna od averla eseguita in maniera non regolare, per la presenza di forte sporcizia o per non aver svuotato la toilette o i serbatoi delle acque chiare e di scarico, verranno calcolati ai sensi dell'elenco in vigore al momento del restituzione (consultabile al sito https://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati) Il locatario potrà provare l'insussistenza del danno, o che il danno sia significativamente inferiore all'importo addebitato.

9. Obbligo di custodia e accuratezza

Il noleggiatore dovrà tenere accuratamente conto della vettura noleggiata e rispettare tutte le disposizioni vincolanti per l'uso e le regole tecniche e chiudere sempre debitamente la vettura e proteggerla da eventuali furti. Si dovrà tenere accuratamente conto delle istruzioni per l'uso della vettura noleggiata e di tutti i dispositivi montati. In particolare il noleggiatore è tenuto ad osservare le vigenti disposizioni in materia di circolazione stradale dei paesi dove si trova. La guida è consentita solo con la bombola del gas serrata in modo sicuro.

Il noleggiatore e i suoi passeggeri sono responsabili del rispetto delle disposizioni valutarie, doganali, in materia di salute, pedaggio, passaporto e visto. Tutti gli eventuali costi e svantaggi derivanti dalla mancata osservanza di tali disposizioni sono a carico di suddette persone.

Stato: 13 novembre 2026

Sezione A.

Non è consentito fumare nelle vetture concesse in noleggio. In caso di violazione di tale divieto, verrà addebitato un importo per il fumo non autorizzato ai sensi dell'elenco in vigore al momento della restituzione (consultabile al sitohttps://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati) e saranno eventualmente trattenute dalla cauzione a. È fatta salva la facoltà del noleggiatore di dimostrare che non vi sia proprio stato un danno o che il danno sia significativamente inferiore rispetto all'importo dovuto per la violazione del divieto di fumo.

È consentito portare con sé animali domestici, in particolare cani, solamente in veicoli debitamente contrassegnati ed attrezzati per possessori di animali di piccola taglia. Questi possono essere prenotati dietro pagamento di una tariffa extra. In tutti gli altri camper non contrassegnati dall'etichetta "Dogbus" non è consentita la presenza di animali. Nel caso in cui il noleggiatore si accorga di una violazione di tale divieto, saranno addebitati al locatarioi costi straordinari di pulizia) in conformità con l'elenco in vigore al momento della restituzione (consultabile al sitohttps://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati) e quest' ultimo dovrà inoltre pagare un importo di 500€ per la perdita di valore della vettura. Qualora un "Dogbus" venga graffiato a causa della presenza di un piccolo animale o venga particolarmente sporcato, la società locatrice si riserva il diritto di addebitare in un secondo momento al locatario la relativa perdita di valore subita dalla vettura noleggiata e tutte le spese di pulizialI locatario potrà provare l'insussistenza del danno, o che il danno sia significativamente inferiore all'importo addebitato.

10. Riparazione e manutenzione

Durante il periodo di noleggio il noleggiatore è tenuto a prendere tutte le misure necessarie per ricevere il camper nello stato nel quale si trova al momento del noleggio. Il noleggiatore dovrà fare attenzione alle luci di emergenza nel display della vettura e adottare tutte le misure previste dal libretto delle istruzioni.

In particolare è tenuto a controllare il livello dell´acqua di raffreddamento prima e durante il viaggio, così come il livello dell´olio, la pressione dei pneumatici e le condizioni dei pneumatici.

I costi attuali di gestione, come ad esempio carburante della vettura sono a carico del noleggiatore per tutta la durata del noleggio. La locatrice si assume i costi per i servizi di manutenzione previsti e per le necessarie riparazioni dovute ad usura.

Se il Caravan è dotato di un serbatoio di AdBlue, il Noleggiatore dovrà prendere in consegna il Caravan con un serbatoio di AdBlue pieno all'inizio del viaggio e sarà obbligato a restituire il Caravan con un serbatoio di AdBlue completamente pieno. Se il Caravan non viene restituito con il serbatoio dell'AdBlue completamente pieno, al Noleggiatore verrà addebitato un importo per il riempimento del serbatoio dell'AdBlue da parte della Società locatrice, in conformità dell'elenco in vigore al momento della restituzione (consultabile al sito https://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati).Ik Il locatario potrà provare l'insussistenza del danno, o che il danno sa significativamente inferiore all'importo addebitato..

Il Noleggiatore è tenuto a provvedere tempestivamente e a proprie spese al riempimento del serbatoio dell'AdBlue in caso di accensione dei segnali di avvertimento.

Quando il Locatore calcola la tariffa forfettaria per il riempimento del serbatoio dell'AdBlue, il Noleggiatore si riserva il diritto di dimostrare che non sono stati sostenuti costi o sono stati ridotti.

Qualsiasi modifica e intervento meccanico sul camper sono vietate senza una precedente autorizzazione scritta da parte della locatrice. In caso di violazione di questa disposizione il noleggiatore è tenuto ad assumersi i costi necessari per ripristinare lo stato della vettura prima al momento del noleggio.

Riparazioni necessarie per garantire la sicurezza del viaggio e della gestione della vettura possono essere richieste dal noleggiatore nel periodo di noleggio solo previa autorizzazione della locatrice. I costi di riparazione sono a carico della locatrice dietro esibizione dei relativi scontrini, a condizione che i danni non siano attribuibili al noleggiatore.

11. Responsabilità del noleggiatore e assicurazione

In caso d'incidenti, perdita, furto o utilizzo non conforme alle condizioni di fornitura della vettura noleggiata (ad esempio percorrendo strade sterrate) o violazione di obblighi contrattuali ai sensi dei punti 2, 8, 9 e 10 delle presenti condizioni generali di contratto, il noleggiatore risponderà di eventuali costi di riparazione, danni totali per ripristinare lo stato originale della vettura noleggiata detraendo il valore restante a meno che il noleggiatore non sia responsabile del danno subentrato. Inoltre il noleggiatore risponde anche di eventuali danni conseguenti, in particolare la diminuzione di valore, costi di rimorchio, spese di salvataggio i danni da mancato utilizzo e spese per il perito. La responsabilità dell'affittuario si estingue in base alle norme di legge. Tali costi non rientrano in un'eventuale limitazione di responsabilità (punto 13).

La vettura noleggiata è assicurata per danni a terzi e prevede una assicurazione casco. Il massimale dell'assicurazione civile per danni a terzi ammonta a 100 Mio €. Per il ritiro di un veicolo nei seguenti Paesi si applicano i seguenti diversi importi di copertura:

- Ritiro in Regno Unito: La responsabilità per danni alle cose è limitata a 5 milioni di sterline (GBP).
- Ritiro in Portogallo: la copertura della responsabilità civile è limitata a 50 milioni di euro.

La locatrice ha facoltà di rivendicare il risarcimento di danni contro il noleggiatore a suo nome o respingere tali richieste e potrà inoltre rilasciare tutte le dichiarazioni necessarie al riguardo a sua discrezione tenendo conto dei suoi obblighi.

Se vengono avanzate rivendicazioni a livello giudiziale o stragiudiziale nei confronti del noleggiatore, il noleggiatore è tenuto a comunicarli immediatamente dopo esserne giunto a conoscenza. In caso di rivendicazioni giudiziali verrà lasciata alla locatrice la conduzione della controversia. La locatrice ha facoltà di nominare un legale in nome del noleggiatore a fornirgli tutte le informazioni necessarie tramite procura conferita dal noleggiatore e dovrà mettergli a disposizioni tutta la documentazione richiesta.

La locatrice esonera il noleggiatore in conformità ai principi di una assicurazione casco totale sulla base delle rispettive condizioni quadro vigenti delle condizioni generali assicurative per vetture con franchigia e con l'aggiunta di un importo forfettario dei costi per danni per ogni danno di 49€ alla vettura noleggiata. Al noleggiatore è consentito di

dimostrare che la locatrice non ha riportato alcun danno o che comunque tale danno è nettamente inferiore all'importo forfettario dei costi.

L'esonero dalla responsabilità riguarda il danno derivante da incidente, ovvero un evento indiretto esterno con violenza meccanica; danni di funzionamento o derivanti da rotture non sono danni legati ad un incidente. Allo stesso modo non sono considerati danni da incidente i danni tra una vettura che traina un'altra vettura e quella che viene trainata o con rimorchio senza interventi esterni.

Non sono compresi nell'esonero della responsabilità, pertanto, in particolare i danni causati da un guasto dell'alimentazione o un rifornimento errato del serbatoio (serbatoio di acqua o del carburante), utilizzo inadeguato (come ad esempio percorrendo strade sterrate) o sorti a causa del materiale caricato.

L'esonero della responsabilità non comprende inoltre i danni causati da guasti di controllo alla tendina da sole, nell'abitacolo della vettura noleggiata o sul tetto a soffietto con relativa tendina.

A tal fine ecco alcune avvertenze:

- La tendina da sole non deve mai essere abbassata in caso di forte pioggia o vento e non deve mai essere lasciata incustodita quando resta abbassata. I costi per una nuova tendina con montaggio sono a carico del noleggiatore in caso d'infrazione di tale obbligo. Suddetti costi possono superare l'importo della cauzione depositata.
- Il sistema dell'acqua non può essere pulito se il serbatoio è stato riempito in maniera inappropriata con carburante. Dovrà essere completamente sostituito. Riguarda serbatoi, boiler, pompa, rubinetti dell'acqua e tubi. Il noleggiatore si farà carico interamente di tali costi. Allo stesso modo il noleggiatore risponderà di tutti i danni causati alla vettura e agli accessori. Lo stesso vale per un errato rifornimento del serbatoio del carburante.

Il noleggiatore risponde interamente e indipendentemente dalla sua responsabilità per i seguenti danni, laddove la responsabilità è parzialmente limitata o esclusa da appositi pacchetti di copertura (punto 13):

Danni a pneumatici: i costi derivanti da danni agli pneumatici stessi o dal loro montaggio sono a carico del locatario. La ruota di scorta del veicolo noleggiato non può essere montata autonomamente, ma solo da un servizio di soccorso stradale o di assistenza;

Danni al parabrezza: riparazione e sostituzione del parabrezza;

Danni da furto e scasso: Tutti i danni inevitabili al veicolo causati dall'intrusione di terzi. È richiesto un verbale o una denuncia della polizia;

Danni dovuti alle intemperie: Danni imprevedibili da condizioni meteorologiche avverse (grandine, pioggia, vento forte, ecc.);

Danni nell'abitacolo della vettura;

Danni di sottoscocca e/o carrozzeria: Copre i danni alla carrozzeria (ammaccature, graffi, crepe, ecc.) e alle parti del sottoscocca (freni, assi, serbatoio del gas, ecc.).

Stato: 13 novembre 2026

Sezione A.

È **esclusa qualsiasi** limitazione o esclusione di responsabilità per i seguenti danni coperti dai pacchetti di copertura **Basic, Plus** e **Max** (punto 13):

- Danni alla tenda da sole (tipicamente dovuti a errori di utilizzo)
- Danni al tetto causati dal mancato rispetto delle altezze di passaggio

Tutti i pacchetti di protezione elencati al punto 13 (compreso il Pacchetto **All-inclusive**) **escludono qualsiasi limitazione o esclusione** di responsabilità per i seguenti danni:

- Danni al veicolo causati intenzionalmente o per grave negligenza
- Danni dovuti a rifornimento errato (serbatoio dell'acqua o serbatoio del gasolio)
- Danni dovuti a errori di utilizzo (ad eccezione dei danni alla tenda da sole)

Ulteriori danni: danni derivanti dalla percorrenza di strade non costruite, compresi i relativi costi come la messa in sicurezza, rimorchio o danni ai pneumatici. È esclusa una limitazione di questi danni dai pacchetti di copertura (punto 13).

Non vi è alcuna tutela assicurativa per danni alla vettura causati durante il tragitto con traghetti o autocarri. Il noleggiatore dovrà assumersi tutti i costi per danni sorti sul rispettivo mezzo di trasporto. Il noleggiatore è tenuto a comunicare alla locatrice danni durante il tragitto con traghetti e altri mezzi di trasporto.

La franchigia a carico del Noleggiatore è in linea di massima di 4000€. Il Noleggiatore ha la possibilità di ridurre l'importo della franchigia in vari pacchetti di copertura offerti dalla Società di noleggio sul suo sito web nella sezione Servizi; informazioni più dettagliate al riguardo sono fornite al punto 13.

Il noleggiatore risponde totalmente in caso di violazione dolosa degli obblighi contrattuali, in particolare per danni sorti durante l'utilizzo della vettura da conducente non autorizzata, in uno Stato non autorizzato o per un utilizzo della vettura non conforme alle finalità previste dal contratto. Se il noleggiatore si è allontanato intenzionalmente dal luogo dell'incidente provocato o ha violato i suoi obblighi ai sensi del punto 12, risponderà altresì interamente a meno che la violazione non influisca sugli accertamenti necessari per il danno. In caso di violazione gravemente negligente di un obbligo contrattuale, il noleggiatore risponde interamente se il danno è stato causato intenzionalmente. Se il danno è stato da lui causato gravemente negligente, risponderà in base alla gravità della sua colpa; il noleggiatore ha l'onere di presentare le prove a sua discolpa per dimostrare l'assenza di una grave negligenza.

Per il resto il noleggiatore risponde in base alle disposizioni di leggi vigenti in materia.

La locatrice calcola ed effettua la riparazione di danni sulla base dei costi di riparazione stimati, utilizzando una matrice dei danni basata sul sistema DAT.

Per i danni non riportati nella nostra tabella dei danni, il calcolo dei costi di riparazione viene effettuato sulla base dei preventivi di una officina tedesca o proprio personale specializzato con software standard per la stima dei danni (SilverDAT) e sulla base della composizione dei costi di una officina che opera nella sede della locatrice.

Sezione A.

Per la gestione del danno di qualsiasi tipo causato nel periodo di noleggio e che deve essere processato dalla locatrice, verrà chiesto il pagamento di un importo forfettario di 49€.

Il locatario potrà provare l'insussistenza del danno, o che il danno sa significativamente inferiore all'importo addebitato.

La restituzione anticipata della vettura noleggiata nella sede dove è stata presa in consegna o nelle immediate vicinanze (non importa se si tratti di suolo pubblico o privato) è a proprio rischio e pericolo! La locatrice non si assume alcuna responsabilità per danni che sorgono fino alla conclusione del periodo ufficiale di noleggio.

In caso di perdita della carta di circolazione la locatrice richiederà il pagamento di un importo forfettario di 200€. In caso di perdita delle chiavi la locatrice addebiterà una commissione forfettaria di 1.000€.

12. Incidenti e danni

In caso di guasto o malfunzionamento del veicolo noleggiato (ad es. spia del motore accesa, pneumatico sgonfio), è necessario contattare la hotline della società di noleggio e/o la garanzia di mobilità per chiarire l'ulteriore procedura.

In caso di qualsiasi danno della vettura noleggiata durante il periodo di noleggio il noleggiatore è tenuto a informare per iscritto immediatamente la locatrice circa tutti i dettagli dell'accadimento che ha portato al danneggiamento della vettura noleggiata. Il rapporto d'incidente deve riportare in particolare il nome e l'indirizzo delle persone coinvolte e di eventuali testimoni, oltre che le targhe e dati assicurativi delle vetture coinvolte nell'incidente. A questo scopo il noleggiatore dovrà compilare accuratamente e riportando informazioni veritiere in tutti i punti il modulo prestampato per il rapporto d'incidente collocato vicino ai documenti della vettura nel vano portaoggetti. Questo modello prestampato potrà essere anche richiesto in qualsiasi momento telefonicamente alla locatrice o scaricato sul sito web della locatrice. Il noleggiatore dovrà scannerizzare e trasmettere elettronicamente tempestivamente suddetto modulo a assistance@roadsurfer.com.

Se il noleggiatore non adempie a tale obbligo, la locatrice si riserva di addebitare una penale di 1.000 € senza escludere una responsabilità ai sensi del punto11. Dopo un incidente, incendio, furto, danno causato dalla selvaggina o altro tipo di danno, il noleggiatore dovrà immediatamente informare la polizia del posto. Vale anche per danni attribuibili a propria responsabilità senza il coinvolgimento di terzi. Qualora il noleggiatore ometta di contattare la polizia per rilevare il danno, risponderà interamente per eventuali svantaggi economici subiti dalla locatrice. Non verranno riconosciute eventuali rivendicazioni di diritti di controparti.

L'unico documento da sottoscrivere in caso d'incidente è il rapporto per incidenti nel formato europeo.

Se durante il tragitto vengono riscontrati danni, la locatrice dovrà essere tempestivamente informata per e-mail. In caso sia necessaria una riparazione dovrà essere parcheggiata immediatamente la vettura noleggiata prima che subentrino ulteriori danni. Il prosieguo del tragitto anche fino all'officina più vicina è consentito solo previa approvazione da parte della locatrice. Ciò non vale se il tipo di danno permette di escludere il subentrare di danni conseguenti.

Stato: 13 novembre 2026

Sezione A.

Qualora il noleggiatore porti o faccia portare la vettura noleggiata in una officina, la locatrice dovrà essere tempestivamente informata nei suoi orari di apertura prima di conferire l'ordine di riparazione da parte della officina e dovranno esserle comunicati la durata e i costi della riparazione. Si dovrà attendere il nulla osta per la riparazione. I costi di riparazione sono a carico della locatrice solo se prima ha acconsentito alla riparazione e dietro presentazione di appositi giustificativi. L'esatto indirizzo di contatto dell'officina dovrà essere immediatamente comunicato alla locatrice.

13. Pacchetti di Copertura

Il noleggiatore ha la possibilità di ridurre la sua responsabilità ai sensi del punto 11 prenotando il pacchetto di copertura.

Per ogni prenotazione è incluso automaticamente il **Pacchetto Basic** che comprende i seguenti servizi:

- Franchigia di € 4000 per prenotazione
- Numero di chilometri illimitato (tranne che per le prenotazioni Rallye)
- Un ulteriore conducente senza maggiorazione
- Servizio di mobilità: in caso di guasti in territorio nazionale o all'estero la locatrice si adopererà a mettere a disposizione una macchina sostitutiva e/o effettuare il prima possibile una riparazione
- Assistenza in caso di guasto: Tutti i servizi devono essere organizzati solo dal Locatore e a sua discrezione e coordinati utilizzando la linea telefonica e/o la garanzia di mobilità del Locatore.

Prenotando inoltre il **Pacchetto Plus**, al noleggiatore spettano i seguenti servizi aggiuntivi oltre ai servizi del Pacchetto Basic:

- Un secondo ulteriore conducente senza maggiorazione
- La franchigia (vedere punto 11) scende a € 900 per prenotazione

Prenotando anche il **Pacchetto Max**, al noleggiatore spettano i seguenti servizi aggiuntivi oltre ai servizi previsti dal pacchetto Basic e Plus:

- Numero illimitato di ulteriori conducenti (limitato al numero di passeggeri previsto per il veicolo in questione)
- La La franchigia (vedere punto 11) scende a € 300 per prenotazione
- **Danni al parabrezza:** nessuna responsabilità del locatario per la riparazione o la sostituzione del parabrezza
- **Danni agli pneumatici:** nessuna responsabilità del locatario per danni agli pneumatici
- **Copertura contro il furto e scasso:** Tutti i danni inevitabili al veicolo causati dall'intrusione di terzi. È richiesto un verbale o una denuncia della polizia. Gli effetti personali non sono coperti in caso di furto.

Prenotando anche il **Pacchetto All-inclusive**, al noleggiatore spettano i seguenti servizi aggiuntivi oltre ai servizi previsti dal pacchetto Basic, Plus e Max:

- La La franchigia (vedere punto 11) scende a € 0 per prenotazione
- **Danni all tenda da sole e al tetto**: nessun obbligo di risarcimento da parte dell'inquilino per i danni alla tenda da sole e al tetto

Stato: 13 novembre 2026

- **Tutti gli altri danni**: il locatario non è responsabile per tutti gli altri danni, ad eccezione di quelli causati da dolo, grave negligenza, errori di utilizzo o rifornimento errato, nonché ad eccezione di macchie, sporcizia e segni di incendio all'interno dell'abitacolo (vedi nota in calce)

Nota: macchie, sporco e segni di bruciature all'interno del veicolo (ad es. su tappezzeria, materassi, tende, rivestimenti del pavimento o superfici) non sono coperti dal pacchetto "tutto compreso". Il locatario è responsabile di tutti i costi di pulizia, riparazione o sostituzione che ne derivano. Tali costi saranno addebitati in base al tariffario o, qualora non fossero ivi indicati, in base alle spese effettivamente sostenute.

Anche in caso di riduzione della responsabilità prenotando il pacchetto Plus e/o il pacchetto Max e/o il pacchetto All-inclusive, valgono le regole generali di responsabilità ai sensi del punto 11 nel caso che i danni siano imputabili al noleggiatore. In particolare il noleggiatore risponde interamente in caso di violazione gravemente negligente di un obbligo contrattuale se il danno è stato causato intenzionalmente. Se causa il danno a causa di grave negligenza, risponde proporzionalmente in base alla gravità della sua responsabilità; il noleggiatore ha l'onere di presentare le prove a sua discolpa per dimostrare l'assenza di una grave negligenza.

Non è possibile passare dal pacchetto di protezione originariamente sottoscritto a un pacchetto con una copertura assicurativa inferiore.

14. Responsabilità della locatrice

Qualsiasi responsabilità della locatrice per violazione dei suoi obblighi contrattuali è limitata a dolo, grave negligenza, inclusi dolo e grave negligenza dei suoi rappresentanti e assistenti. La locatrice risponde in base alle disposizioni previste dalla legge, se la violazione riguarda un obbligo contrattuale sostanziale (obbligo cardinale). In tal caso la responsabilità è limitata al risarcimento del danno contrattuale prevedibile in base alla sua entità. Resta intatta la responsabilità per violazione colpevole della salute, dell'integrità fisica e messa in pericolo dell'incolumità.

La locatrice mette a disposizione la vettura oggetto del noleggio al momento del noleggio concordato. Qualora la vettura oggetto del noleggio non sia pronta per essere consegnata per qualche motivo al momento concordato, la locatrice metterà a disposizione una vettura equivalente. Se anche questo non è possibile, il noleggiatore riceverà il rimborso dei pagamenti effettuati. Per quanto possibile la locatrice cerca di mettere a disposizione del noleggiatore in caso di danni o necessità di lasciare la vettura in officina una vettura sostitutiva per tutta la durata del noleggio in essere a condizione che tale vettura sostituiva sia disponibile. Tranne che nei casi di danni dovuti a vizi iniziali il noleggio dovrà continuare a essere pagato anche durante il verificarsi di un danno o della necessità di portare la vettura in officina. Una riduzione del prezzo di pagamento ai sensi del § 536 del codice civile tedesco è in tal senso esclusa. Il noleggiatore non riceverà alcun risarcimento per i giorni che la vettura dovrà restare in officina e per mancati giorni di vacanza a causa di danni subentrati durante il noleggio.

Se al momento della restituzione della vettura il noleggiatore dimentica degli oggetti nella vettura, la locatrice solo è tenuta a conservarli se possibile e con obbligo di eventuali spese del noleggiatore.

Se in casi particolari vengono parcheggiati sul suolo della locatrice vetture private, la locatrice declina qualsiasi responsabilità in caso di danni o furto.

15. Pedaggi autostradali

Per tutti i relativi pedaggi autostradali e costi di registrazione il noleggiatore dovrà effettuare un bonifico anticipato o pagare tramite carta di credito direttamente in loco. Il noleggiatore si impegna prima di entrare nel paese dove intende trascorrere le vacanze ad informarsi su eventuali pedaggi e zone ambientali ed eventualmente a registrarsi in anticipo. Per viaggi in Norvegia il noleggiatore si dovrà informare anticipatamente su www.autopass.no circa le modalità di pagamento. Inoltre il noleggiatore si impegna a registrarsi su www.epass24.com prima del suo ingresso nel territorio. Per viaggi in Svezia il noleggiatore si dovrà registrare anticipatamente su www.epass24.com. La targa della vettura può essere aggiunta successivamente alla registrazione dopo la consegna della vettura noleggiata.

Se il noleggiatore intraprende il suo percorso da una destinazione francese, la vettura dovrà essere dotata già di un bollino per circolare nelle zone ambientali (Crit‘ Air). Se il noleggiatore desidera recarsi in Francia con una vettura noleggiata al di fuori del territorio francese, è tenuto a contattare la locatrice al più tardi uno settimane prima dell’inizio del noleggio al fine di ricevere le necessarie informazioni sulla vettura. In Portogallo una registrazione o l’acquisto di una Toll Card www.portugaltolls.com è necessario solo se il noleggiatore percorre un tragitto autostradale sul quale il pedaggio vien riscosso elettronicamente. I percorsi sono appositamente contrassegnati.

Per i viaggi in Austria, il locatario deve verificare che il veicolo sia già provvisto di un bollino autostradale valido. Se il veicolo non è provvisto di un bollino autostradale valido, il locatario deve acquistarlo a proprie spese e apporlo sul veicolo.

In caso di mancato rispetto, il locatario è tenuto a pagare la relativa richiesta di pagamento. Per ogni richiesta di pagamento, il locatore addebita una commissione di oltre ai pedaggi e alle eventuali penali a carico dei locatari, in conformità all’elenco in vigore al momento della restituzione (consultabile al sito https://rent-help.roadsurfer.com/hc/it-it/articles/49584762454291-Costi-aggiuntivi-Quali-addebiti-possono-essere-applicati) .. Il locatario potrà provare l’insussistenza del danno, o che il danno sia significativamente inferiore all’importo addebitato.

16. Salvataggio di dati personali

Nell’ambito dell’esecuzione e adempimento del contratto stipulato con il noleggiatore è necessario che la locatrice tratti dati personali del noleggiatore. L’entità di tale trattamento di dati personali si basa sull’articolo 13 del GDPR come da informativa sul trattamento dei dati personali della locatrice disponibile al seguente link: https://roadsurfer.com/it-it/protezione-dei-dati/.

Ai fini della verifica dell'identità al momento della stipula e dell'esecuzione del contratto di locazione, trattiamo i dati personali sulla base dell'art. 6 comma 1 lett. b GDPR. Ulteriori trattamenti (ad es. per la prevenzione di abusi o la conservazione di prove) vengono effettuati sulla base di interessi legittimi ai sensi dell'art. 6 comma 1 lett. f GDPR. Ulteriori informazioni sono disponibili nell'informativa sulla privacy del locatore.

Non avviene alcuna trasmissione di dati a terzi.

Stato: 13 novembre 2026

Sezione A.

Su richiesta di enti statali o fornitori di servizio privati (ad es. gestori di parcheggi, pedaggio) possiamo essere esortati tuttavia in via eccezionale a fornire tali dati.

In seguito all'utilizzo del dispositivo di navigazione possono essere conservati nella vettura noleggiata dati di navigazione durante il periodo del noleggio. Collegando dispositivi radiomobili o altri dispositivi con la vettura noleggiata potrebbero esseri conservati sulla vettura noleggiata dati derivanti da questi dispositivi. Se il noleggiatore desidera che tali dati non siano più conservati nella vettura noleggiata al momento della restituzione della vettura, dovrà accertarsi che tali dati vengano cancellati prima della restituzione della vettura. È possibile cancellarli resettando i sistemi di navigazione e comunicazione della vettura e tornando alle impostazioni di base. Eventuali informazioni al riguardo sono disponibili nel libretto delle istruzioni nel vano portaoggetti. La locatrice non è tenuta alla cancellazione di suddetti dati.

17. Divieto di cession; Proprietà del veicolo

È esclusa la cessione a terzi di diritti derivanti dal presente contratto di noleggio come coniuge o altri passeggeri, esattamente come la rivendicazione di altri diritti a nome proprio.

Per tutti i veicoli a noleggio da ritirare in Svizzera, segnaliamo,

a) che la proprietà del rispettivo veicolo a noleggio è stata ritrasferita da Intertrust Trustees GmbH a roadsurfer One Vehicle GmbH in virtù di un accordo contrattuale. Inoltre, segnaliamo a nome di roadsurfer One Vehicle GmbH che la proprietà del veicolo a noleggio è stata successivamente ritrasferita da roadsurfer One Vehicle GmbH a Roadsurfer GmbH; e

b) che la proprietà è stata successivamente trasferita da roadsurfer GmbH a roadsurfer One Vehicle GmbH e ulteriormente trasferita da roadsurfer One Vehicle GmbH a Intertrust Trustees Limited a fini di finanziamento; e

c) alla consegna del Veicolo noleggiato, il Noleggiatore è incaricato di tenere il Veicolo noleggiato per conto di roadsurfer One Vehicle GmbH e Intertrust Trustees Limited;

d) i crediti esistenti e/o futuri di roadurfer Svizzera SA nei confronti dell'assicuratore auto in base al contratto di assicurazione auto sono e saranno ceduti a roadurfer One Vehicle SA. Inoltre, questi crediti sono ceduti da roadsurfer One Vehicle GmbH a Intertrust Trustees Limited.

Per tutti i veicoli a noleggio da ritirare nel Regno Unito segnaliamo: i crediti esistenti e/o futuri di Roadsurfer UK Limited derivanti dal contratto di assicurazione auto nei confronti dell'assicuratore auto sono e saranno ceduti a roadsurfer One Vehicle GmbH. Inoltre, questi crediti sono ceduti da roadsurfer One Vehicle GmbH a Intertrust Trustees Limited.

18. Risoluzione delle controversie, foro competente, prescrizione e clausola salvatoria

La Commissione Europea ha creato una piattaforma per la risoluzione extragiudiziale delle controversie online in materia di diritto dei consumatori all'indirizzo https://consumer-redress.ec.europa.eu/site-relocation_en. Roadsurfer non parteciperà a una procedura di risoluzione delle controversie dinanzi a un organismo di conciliazione dei consumatori e non è tenuta a farlo.

Stato: 13 novembre 2026

Sezione A.

Il foro competente per tutte le controversie derivanti dal presente contratto è Monaco di Baviera, a condizione che il locatario sia un commerciante, una persona giuridica di diritto pubblico o un patrimonio speciale di diritto pubblico.

Qualora singole disposizioni di cui sopra fossero o diventassero totalmente o parzialmente inefficaci o nulle, ciò non pregiudica l'efficacia delle restanti disposizioni. Il § 139 del BGB (Codice civile ted.

Se per l'incidente è stato redatto un verbale da parte della polizia, i diritti al risarcimento di danni da parte della locatrice nei confronti del noleggiatore potranno essere rivendicati solo dopo che la locatrice ha potuto visionare gli atti istruttori. Il termine di prescrizione decorre al più tardi sei mesi dopo la restituzione della vettura noleggiata.

Stato: 13 novembre 2026

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**; (j) 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.

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).

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.

However, this does not release the Renter from liability for concealed or hidden defects or damage that the Rental Firm discovers after the rental vehicle has been returned.

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.

Section B.

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.

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.

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.

Section B.

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 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. The third-party liability coverage for the plus, max and all-inclusive package is $ 2,000,000.

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.

Section B.

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.

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 loss. 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 loss 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;

Windshield 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;

Section B.

Weather-related damage: Unpreventable damage from severe 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 loss 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 loss 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.

Section B.

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 per booking 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.
- Third-party liability coverage: state minimum

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 booking (see Section 11) shall be reduced according to the Fee Table
- Third-party liability coverage: USD 2,000,000

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 per booking (see Section 11) shall be reduced according to the Fee Table
- **Windshield 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.

If the **all-inclusive package** is added to the booking, the Hirer shall be additionally entitled to the following services in addition to the services from the basic, plus and max package:

- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table
- **Awning and roof protection**: no liability for damages to awning and roof
- **All other damages:** no liability for any other damages except for damages caused by wilful misconduct, gross negligence, operating errors, wrongful fueling, and except for interior stains, soiling and burn marks (see note below)

Section B.

> **Note:** Stains, soiling and burn marks in the vehicle's interior (e.g. on upholstery, mattresses, curtains, flooring or surfaces) are not covered by the all-inclusive package. The Hirer is liable for any resulting cleaning, repair or replacement costs. These costs are charged according to the Fee Table or, where the Fee Table does not list them, at actual cost.

Even where liability is reduced by booking the max package, the plus package, the general rules concerning liability shall apply if 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 caused by disregarding clearance heights

A **limitation or exclusion of liability** for the following damages caused by **all-inclusive** package in Section 13 is excluded:

- Vehicle damages caused intentionally or through gross negligence
- Damage caused by incorrect fueling (water tank or diesel fuel tank)
- Damage caused by improper operation (except for damages to the awning)

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.

Section B.

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.

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.

Section B.

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.

Section B.

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

Version: November 13th, 2026

Section B.

	- 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 booking	4000 $	4000 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 booking	4000 $	4000 EUR
13.	**Plus package**: Regular excess fee per booking	900 $	900 EUR
13.	**Max package**: regular excess fee per booking	300 $	300 EUR
13.	**All-inclusive package:** regular excess fee per booking	0 $	0 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**; (j) 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.

Section C.

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.

However, this does not release the Renter from liability for concealed or hidden defects or damage that the Rental Firm discovers after the rental vehicle has been returned.

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.

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.

Section C.

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.

Section C.

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 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.

Section C.

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.

Please note the following with respect to the rented vehicle:

Section C.

- 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;

Windshield 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 severe 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 loss 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.

Section C.

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 per booking 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 booking (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)

Section C.

- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table
- **Windshield 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.

If the **all-inclusive package** is added to the booking, the Hirer shall be additionally entitled to the following services in addition to the services from the basic, plus and max package:

- The regular excess fee per booking (see Section 11) shall be reduced according to the Fee Table
- **Awning and roof protection**: no liability for damages to awning and roof
- **All other damages:** no liability for any other damages except for damages caused by wilful misconduct, gross negligence, operating errors, wrongful fueling, and except for interior stains, soiling and burn marks (see note below)

Note: Stains, soiling and burn marks in the vehicle's interior (e.g. on upholstery, mattresses, curtains, flooring or surfaces) are not covered by the all-inclusive package. The Hirer is liable for any resulting cleaning, repair or replacement costs. These costs are charged according to the Fee Table or, where the Fee Table does not list them, at actual cost.

Even where liability is reduced by booking the plus package or the max package, the general rules concerning liability shall apply if 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.

A **limitation or exclusion of liability** for the following damages caused by **all-inclusive** package in Section 13 is excluded:

- Vehicle damages caused intentionally or through gross negligence
- Damage caused by incorrect fueling (water tank or diesekl fuel tank)
- Damage caused by improper operation (except for damages to the awning)

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.

Section C.

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.

Section C.

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, 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,

Section C.

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.

Section C.

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 $	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 other substantial cleaning effort (e.g. stains on	89 $	75 EUR

Version: November 13th, 2026

Section C.

	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 booking	4000 $	4000 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 booking	4000 $	4000 EUR
13.	**Plus package**: Regular excess fee per booking	900 $	900 EUR
13.	**Max package**: regular excess fee per booking	300 $	300 EUR
13.	**All-inclusive package:** regular excess fee per booking	0 $	0 EUR