Please note the following information:

The applicable terms and conditions and your contractual partner depend on the agreed pick-up location of the campervan.

When booking a campervan for pick-up

- within **Europe (including the United Kingdom, Switzerland and Norway)** is the
    - **contractual partner**: Roadsurfer GmbH, Winzererstraße 47d, 80747 Munich, Germany and the
    - **applicable contractual terms** are: General Terms and Conditions according to **Section A.**;

- within the **United States of America (USA)** is the
    - **contractual partner**: RS USA, Inc., 838 Walker Road, Suite 21-2 Dover, DE, 19904, United States of America and the
    - **applicable contractual terms** are: General Terms and Conditions ("*Terms & Conditions*") in accordance with **Section B.**;

- within **Canada** is the
    - **contractual partner**: Roadsurfer Canada Inc., Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8 and the
    - **applicable contractual terms** are: General Terms and Conditions ("*Terms & Conditions*") in accordance with **Section C.**;

Section A.

1. Applicable Law, Subject Matter of the Contract, Position of the Customer

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 the Hirer by Roadsurfer GmbH, acting as the Rental Firm.

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.

The agreement shall be governed exclusively by the laws of the Federal Republic of Germany if the rental takes place at one of the Rental Firm's locations in Germany. Application of the UN sales law and German international private law is hereby excluded. In the case of a rental to a location outside of Germany, and if the Hirer is a consumer, i.e., a natural person entering into a legal transaction for purposes not primarily attributable to their trade or self-employment (cf. Section 13 BGB (German Civil Code)), German law shall also apply. In addition, the mandatory provisions concerning consumer protection applicable in the country where the Hirer has their habitual place of residence shall additionally apply, insofar as those provisions grant the Hirer more extensive protection.

Documents relevant to the contractual relationship encompass:

1. the rental agreement, including the respective agreed terms and conditions, and the status report of the rental vehicle contained therein,
2. the booking confirmation sent by email,
3. these General Terms and Conditions

The Hirer organises their own trip to suit their needs and is solely responsible for this use. The Rental Firm does not owe any travel services. The statutory provisions on package travel contracts, in particular §§ 651a-m BGB (German Civil Code), apply neither directly nor indirectly to the contractual relationship.

For rental agreements with consumers that are concluded using exclusively means of distance communication or outside business premises, there is no right of revocation pursuant to Section 312 g (2) No. 9 of the BGB (German Civil Code).

The rental vehicle may be used for travel and trips only within the following countries ("**Permitted Countries**"): member states of the European Union and in Iceland, Norway, Switzerland, Albania, Andorra, Bosnia-Herzegovina, Liechtenstein, Monaco, Moldova, North Macedonia, Montenegro, Serbia, and Great Britain.

Travel and trips in Azerbaijan, Belarus, Israel, Iran, Morocco, Russia, Tunisia, Turkey, Ukraine, Kosovo and all other non-EU countries are excluded and not permitted, except the territories explicitly included in the list of Permitted Countries.

If the Hirer uses the rental vehicle in one of these excluded countries, the Hirer must pay a penalty of € 500. If the renter returns immediately to one of the "Permitted Countries" upon being contacted by the Rental Firm, the contractual penalty is € 150.

If the Hirer interferes with the TCU or the vehicle's electronics, particularly the navigation system, the contractual penalty will be € 250.

Section A.

The campervans are leased exclusively for private purposes, such as holiday trips, to take part in sporting events, everyday use or for similar purposes. Any commercial use, out of the ordinary driving behaviors (for example the same route to and for several times, taxi or shuttle drives) or their use to move home, shall be prohibited. A violation entitles the Rental Firm to terminate the lease without notice for good cause and, where applicable, to damage claims.

The Hirer is not permitted to use the rented vehicle to participate in motor sport events or vehicle tests, or to transport explosive, easily inflammable, poisonous, radioactive or otherwise dangerous substances. The vehicle's use to commit customs or other criminal offences, even if these are only punishable under the law of the country the crime is committed in, its use for subletting or lending or its use for any other commercial purposes – unless when expressly contractually agreed – or for other uses that go beyond the contractual use, is not permitted. If there are doubts about how the rented vehicle will be used, the Rental Firm shall have the right not to hand over the rented vehicle.

As a rule, it is impermissible to paste over or remove roadsurfer advertising signs on the vehicles, respectively. A supplementary sticker (co-branding) may be permitted in individual cases subject to agreement.

Rental of a campervan for use as a home-office space for office activities of the Hirer or the Hirer's employees (in the case of rental by corporate customers) shall not constitute use for a commercial purpose.

2. Authorised Vehicle Drivers

As a rule, the campervans may only be driven by drivers who have been in possession of a valid class 3 or class B driving licence for at least one year at the time of the start of the rental.

The Hirer and all drivers are named in writing in the rental agreement and must show their original driving licences to the Rental Firm at the time of vehicle pick-up. Copies of licences are not accepted. The keeper of the vehicle is the Hirer for the agreed hire period.

For valid driver's licenses from non-EU/non-EEA countries whose information is written exclusively in non-Latin scripts (e.g., only Arabic, Chinese, or Cyrillic), an international driver's license or a German translation by an internationally recognized automobile club of the issuing country, a German automobile club, official authorities of the issuing country, or a court-appointed and generally certified translator is required in addition to the national driver's license. It is the renter's responsibility to determine whether an international driver's license is required.

The Hirer shall be responsible for actions of the driver to the same extent as for their own actions. Several Hirers shall be jointly and severally liable.

The Rental Firm must be told about all accompanying persons during the hire period. Should there be any doubt as to the truthfulness of the purpose or the number of passengers, the Rental Firm reserves the right not to hand over the vehicle.

The rented vehicle must only be driven by the Hirer him-/herself and the drivers named in the rental agreement. If the Hirer allows an unauthorised driver to drive the rented vehicle, this shall constitute a breach of the terms and conditions of the rental. The Hirer shall be

liable for all damage or loss caused by an unauthorised driver. Unauthorised drivers shall not enjoy insurance cover resulting from additional services (protection packages etc.) offered by the Rental Firm. In these cases, insurance cover shall exist only within the scope of the statutory third-party liability insurance.

Rental of the rental vehicle to corporate customers shall be permissible only for private purposes of the Hirer, or the Hirer's employees, permitted under Section 1. Where the Hirer, acting as a corporate customer, is permitted to make the rented vehicle available to its employees as provided for in the rental agreement, the Hirer shall ensure that the rented vehicle is made available only to employees who are authorised drivers within the meaning of this Section 2.

Neither the Hirer nor the drivers shall be permitted to drive the rented vehicle if their fitness to drive is impaired, in particular if they are under the influence of alcohol or drugs or are ill.

The Lessee 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 the Lessor's prior written consent. In case of culpable violation, the Lessor is entitled to extraordinary termination.

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. The prices published on https://roadsurfer.com/en-gb at the time of conclusion of agreement include VAT at the respective rate owed. The respective daily rental price is to be taken from the price list as published under prices on https://roadsurfer.com/en-gb/rates.

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 applies when booking a Roadsurfer Rallye. In this case, the only additional equipment that can be booked is bed linen sets and the transport of 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.

All costs that are not expressly included in the total rental price and compensated with it shall be borne by the Hirer. This encompasses in particular tolls, fuel costs, parking fees, campsite fees and other pitching costs or transport charges, such as for example ferry costs. In individual cases, it is possible that a previous Hirer has paid certain costs or fees (e.g., annual vignette Switzerland) for the rental vehicle, which can also be used by the Hirer in the current rental relationship. A claim to such additional services does not exist.

Penalties or fines, too, are payable by the Hirer. For each individual penalty received, the Rental Firm charges a flat processing fee per ticket for the handling of penalties, speeding and parking tickets in accordance with the fee list in effect at the time of the return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply). This fee will not be charged if the renter can prove that the parking or traffic fine was unjustified or that the renter or the respective driver

was not at fault. The Hirer is expressly permitted to prove that no damage occurred at all or that the damage is significantly less than the flat fee.

The Hirer hereby authorizes the Rental Firm to irrevocably debit the rental car costs owed under the contractual relationship and all other claims related to the rental agreement from the payment method presented at the time of conclusion of the rental agreement or subsequently or designated in the rental agreement. In particular, the Hirer authorizes the Rental Firm to irrevocably debit from the EC, debit or credit card the agreed fee under this Section 3 of the T&Cs for penalties, speeding tickets and parking tickets, the handling fees for claims under Section 11 and the handling fee for toll charges under Section 14. The Hirer authorizes the Rental Firm to irrevocably all contractually agreed costs due after conclusion of the contract (e.g. cleaning fees, refueling fees, late return fees, damages and tolls) retrospectively to the payment method specified in the hire agreement or submitted retrospectively. Every kilometer that the Hirer drives using the rented vehicle shall be included in the daily car rental price, provided that it is not a Rallye booking, unless otherwise agreed in writing, and as long as no unusual driving behaviour is apparent. If misappropriation is subsequently apparent, the Hirer shall be obligated to compensate for any damage or loss incurred.

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 billed to the Hirer in accordance with the excess-mileage policy specified at the time of booking.

As a rule, special discounts (promotions, special staff offers or trade fair promotions) shall not be combinable with each other nor with other discounts, such as long-term or early-bird discounts.

4. Booking

By sending the completed booking form, the Hirer submits a binding offer to conclude the rental agreement and accepts the general terms and conditions of the Rental Firm by way of the “opt-in” procedure in the booking process.

For information purposes the Hirer receives a message on the booking page and an automated instant email from the Rental Firm, acknowledging receipt of the booking request. Only after receipt of a written booking confirmation by email via the booking portal of https://booking.roadsurfer.com/en/rent?currency=GBP, which was actively triggered by the Rental Firm, shall the rental booking be bindingly accepted by the Rental Firm (= conclusion of agreement) and the rental vehicle be deemed firmly booked.

The Rental Firm is, within the scope of its freedom to organise its business operations, entitled to decline the conclusion of a rental agreement.

Upon completion of the booking, the total rental price including all extras and booking fee becomes immediately due. The total amount must be paid without delay using the payment method specified during the booking process. If payment is not made on time, the Rental Firm shall be entitled to withdraw from the contract 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

(1) Contractual right of cancellation: If the Hirer withdraws from their binding booking, the following contractual right of withdrawal applies depending on when the Rental Firm receives the withdrawal notice:

- **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 pursuant to Section 5 (2).

- 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.

(2) In addition to the above contractual 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.

(3) 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).

(4) 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.

(5) The Hirer reserves the right to prove that no damage or only minor damage has occurred.

(6) If the rental agreement is terminated early because the rental vehicle is returned, there is no entitlement to a partial refund of the rental price, a cancellation voucher, or a (partial) rebooking for another hire period.

(7) 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.
- A cash payment of the voucher value is not possible.
- The prices and T&Cs current at the time the booking is made apply; there is no entitlement to the original rental price.
- Resale or transfer of the cancellation vouchers are not permitted.
- When redeeming a cancellation voucher, the booking fee applicable at the time of booking will be charged again.

(8) Statutory rights of cancellation remain unaffected by this Clause 5.

6. Payment Method and Deposit

At the start of the hire period, a deposit in the amount agreed upon at the time of the booking must be paid by credit, debit card or EC card as security for the fulfilment of their contractual obligations, in addition to the rent. The security deposit is receipted on the rental agreement form. Without such a security deposit the vehicle shall not be handed over. A delayed down payment, full payment or security deposit, entitles the Rental Firm to cancel the rental agreement without notice for good cause, subject to any claims for damages.

Section A.

At the handover of the vehicle at the beginning of the rental period, any existing damage to the rental vehicle will be recorded in writing and a condition report will be handed over to the renter. In case of proper return of the vehicle in undamaged condition, except for the damages listed in the condition report, the refund of the deposit will be made immediately after the end of the rental period, provided that the deposit was paid by EC card. If the deposit is blocked by credit card, it will be automatically released after the return of the rented vehicle. However, this does not release the renter from liability for hidden or concealed defects or damages that are detected by the lessor within 48 hours after the return of the rental 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, the Rental Firm shall retain or demand the deposit as well as the Hirer's excess until the question of guilt has been clarified beyond doubt, judicially or extrajudicially.

Additional charges or costs shall be invoiced to the Hirer when the vehicle is returned in accordance with the fee list in effect at the time of return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply), 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, the Rental Firm shall, in this case, subsequently charge the Hirer 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 the Rental Firm becomes aware of these costs.

The Rental Firm shall be entitled to withhold the corresponding additional charges or costs directly from the security deposit.

7. Hire Period

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

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

If the hire period is exceeded, the Hirer will be charged a flat fee per hour (a partial hour is charged the same as a full hour) in accordance with the fee list in effect at the time of return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply), unless the Hirer is not at fault for the late return; the Hirer shall bear the burden of proving this. The maximum fee per 24 hours is also based on the fee schedule in effect at the time of the return. Should the Rental Firm incur any further damages (e.g., loss of profit, damage claims of the subsequent Hirer, organisational expenses etc.) as a result of the late return of the vehicle, the Rental Firm reserves the right to claim these damages back from the Hirer. The Hirer is permitted to prove that no damage occurred at all or that the damage is significantly less than the flat rate.

If the rental vehicle is returned before the agreed return date, the full rental price agreed in the rental agreement shall still be payable. On principle, no agreement exists on the part

of the Rental Firm to automatically convert the rental agreement into a continued rental agreement for an indefinite period of time.

When booking a Roadsurfer 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 taken over and returned at the locations. The rented vehicle must be taken over by the Hirer at the time agreed at the location specified in the rental agreement.

On occasion it may be that bicycle racks are mounted on the rented vehicle – even though they were not expressly booked by the Hirer; this is, above all, to ensure a smooth-running rental business. The Rental Firm shall not be obligated to remove these bicycle racks. For ferry bookings, the vehicle length as stated on the website applies.

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.

The Hirer is obligated to return the rented vehicle, the vehicle keys, and the equipment at the location and time agreed in the rental agreement when the hire period comes to an end. If the rented vehicle is not returned on the date agreed upon in the rental agreement, and the Hirer also fails to report without delay the reason for the delayed return, the Rental

Firm shall assume that the Hirer is using the rented vehicle unlawfully. The Rental Firm shall then be entitled to report the matter to the relevant authority.

The Hirer is 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 the Hirer is responsible for this. In such a case, the Hirer must pay a flat fee in accordance with the fee list in effect at the time of the return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply). The Hirer is permitted to provide evidence that no damage has occurred or that the damage is significantly lower than the amount claimed.

Upon return of the campervan, the Hirer is obligated to inspect the rented vehicle together with a representative of the Rental Firm. In the course of this inspection, the Rental Firm will check the condition of the vehicle upon return and determine whether any additional charges apply according to the fee schedule. The rental vehicle will be inspected for new damages separately, in the absence of the renter. Any new damage to the vehicle that was not already noted in the status report at the time of handover is recorded. In the event of damage, a charge will be levied by the Rental Firm within 14 days of the return of the vehicle. If concealed damage, e.g., due to external contamination, is not recognisable during the inspection of the vehicle, the undisputed repossession of the vehicle does not lead to a negative acknowledgement of guilt on the part of the Rental Firm.

The rental vehicle must be returned with a full tank. If the tank is not completely filled, the Hirer will be charged a flat fee depending on the existing fill level in accordance with the fee list in effect at the time of the return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply). The Hirer is permitted to provide proof that no damage has occurred or that the damage is significantly lower than the amount claimed.

The Rental Firm may deduct the amount directly from the deposit.

Before returning the rental vehicle to the Rental Firm, the Hirer shall

- clean its interior (swept, vacuumed, and wiped clean) ("**Interior Cleaning**"),
- remove any significant soilage (such as large patches of mud) from the exterior and
- empty the firmly installed toilet in the vehicle and/or mobile camping toilets, and the vehicle's freshwater and wastewater tanks ("**Emptying"**)

The Rental Firm shall carry out any further interior and exterior cleaning.

Cleaning costs and expenses incurred because the Hirer fails to clean the interior properly or at all, or fails to empty the camping toilet or the freshwater or wastewater tank, or because the vehicle is considerably dirty will be charged a flat fee according to the fee list in effect at the time of the return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply). The Hirer may prove that no damage, or significantly less damage than the flat fee, was incurred.

9. Obligation to Exercise Due Diligence and Care

The Hirer must handle the rented vehicle with care and observe all relevant regulations and technical rules and must always lock the rented vehicle properly and protect it against theft. The operating instructions of the rented vehicle and those of all installed equipment etc. on board must be strictly observed. The Hirer in particular undertakes to observe the

relevant road traffic regulations in the respective countries of travel. Driving is only permitted with a secured or locked gas cylinder.

Hirer and passengers are themselves responsible for observing any foreign exchange, health, toll, passport, visa, traffic or customs regulations. All possible costs and disadvantages, which may result from the non-observance of these regulations shall be borne by these persons.

Smoking is not permitted inside the rental vehicles. If the smoking ban in the rental vehicle is not observed, fees will be charged for the forbidden smoking according to fee list in effect at the time of the return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply) and possibly retained from the deposit. The Hirer 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 cleaning fee for forbidden smoking.

Pets, particularly 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. On all other campervans – not marked as “dog-friendly” – animals are not allowed. Should the Rental Firm notice a breach of this rule, the Hirer shall pay a separate cleaning fee (removal of pet hair and ozone treatment) in form of a flat fee according to the fee list in effect at the time of return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply) plus a penalty of €500.00 for the depreciation of the vehicle. Should a “dog-friendly” campervan be scratched or be particularly dirty due to having taken along a small pet, the Rental Firm also reserves the right to charge the Hirer for the respective loss in vehicle value as well as for any cleaning costs. The Hirer 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.

10. Repair and Maintenance

During the hire period, the Hirer shall take all measures necessary to keep the campervan in the condition it was in at the start of the rental. The Hirer shall look out for warning lights on the vehicle display and take all necessary measures in accordance with the operating instructions.

In particular, the Hirer is 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.

Regular maintenance costs, such as operating materials for the rented vehicle, shall be borne by the Hirer for the agreed hire period. The costs for statutory maintenance services and any necessary wear repairs shall be borne by the Rental Firm.

If the camper is equipped with an AdBlue tank, the Hirer shall take over the camper with a full AdBlue tank at the start of the journey and shall be obliged to return the camper with a fully filled AdBlue tank. If the camper is not returned with a fully filled AdBlue tank, the Hirer will be charged a flat fee for the filling of the AdBlue tank by the Rental Firm in accordance with the fee list (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply). The Hirer 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.

The Hirer is obliged to ensure that the AdBlue tank is properly filled at his own expense without delay when the warning signals light up.

When the Hirer is charged a flat-rate fee for the filling of the AdBlue tank by the Rental Firm, the Hirer reserves the right to prove that no or lower costs were incurred.

Any alteration or mechanical tampering with the campervan without the Rental Firm's prior written approval is prohibited. If this rule is breached, the Hirer shall bear the costs necessary for restoring the vehicle to the condition it was in at the start of the rental.

Repairs which become necessary in order to guarantee the operational safety or road safety of the vehicle may only be commissioned by the Hirer during the hire period with the consent of the Rental Firm. The Rental Firm shall bear the repair costs upon presentation of the relevant receipts, unless the Hirer is liable for the damage.

11. Liability of the Hirer, Insurance

In the event of accidents, loss, theft or improper operation in respect of the rented vehicle, (such as driving on unpaved roads) or in the event of any breach of contractual obligations under Sections 2, 8, 9 or 10 of these T&Cs, the Hirer 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 the Hirer is not at fault for the occurrence of the damage or loss. Additionally, the Hirer shall also be liable for any resulting consequential loss, in particular any reduction in value, towing and recovery costs, loss of use as well as expert's fees. The Hirer's liability shall not apply in accordance with the statutory regulations. These costs are not covered by any limitation of liability (Section 13).

The rental vehicle has third-party liability insurance and comprehensive insurance. Liability cover is €100 million. The following deviating coverage amounts apply when collecting a vehicle in the following countries:

- Collection in the United Kingdom: Liability for damage to property is limited to 5 million pounds sterling (GBP).

- Collection in Portugal: Liability cover is limited to € 50 million.

The Rental Firm shall be authorized to meet or ward off, in the Hirer's name, damage claims asserted against the Hirer and, within the scope of dutiful discretion, to submit all declarations that appear appropriate in this respect.

If claims are asserted against the Hirer extrajudicially or judicially, the Hirer shall give notification thereof without delay after the claim was brought. In the case of claims asserted judicially, the Hirer shall leave it to the Rental Firm to conduct the legal dispute. The Rental Firm shall be entitled to appoint a solicitor in the Hirer's name. The Hirer shall grant the appointed solicitor power of attorney and provide him/her with all necessary information and requested documents.

The Rental Firm shall indemnify the Hirer in accordance with the principles of fully comprehensive insurance on the basis of the respective valid model 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 in the sum of €49 per case of damage or loss. The Hirer 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.

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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 diesel fuel tank), improper use (such as driving on unpaved roads) or as a result of the load.

Nor shall the exemption from liability include damage caused to the awning, to the interior of the rented vehicle or to the pop-up roof, including the roof tent, as a result of operating errors.

Please also note the following in this respect:

- 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 the Hirer, if in breach of the above. These costs may exceed the deposit!
- The water system cannot be cleaned if the diesel fuel has been incorrectly filled into the tank. It must be replaced completely. This applies to tanks, boiler, pump, taps and pipes. The costs shall be borne in full by the Hirer. The Hirer shall furthermore be liable for any damage to the vehicle and its accessories resulting from this. The same shall apply if the diesel fuel tank is incorrectly filled.

Except where the Hirer's liability can be partly limited or excluded by way of corresponding protection packages (Section 13), the Hirer shall – regardless of fault on their part – be fully liable for the following damage or loss:

Tire damage: Resulting costs damages to the tires themselves or the fitting of the tires shall likewise be borne by the Hirer. The spare tire shall not be fitted to the rented vehicle by the Hirer but shall be fitted 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.).

Any **limitation or exclusion of liability** for the following damages caused by protection packages **basic, plus and max** (Section 13) is **excluded**:

- Damage to the awning (typically due to operational errors)
- Roof damage caused by disregarding clearance heights

Section A.

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

- Vehicle damage 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)

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.

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 the Hirer. The Hirer is obligated to report any ferry and any other transport damages to the Rental Firm.

The excess to be paid by the Hirer is generally €4,000. The Hirer has the option to reduce excess amounts by opting for various protection packages offered on the Rental Firm's website in the Service section by the Rental Firm; see Section 13 for more information.

The Hirer shall be fully liable in cases of intentional breach of the contractual obligations, in particular for damage or loss incurred in the event of use by an unauthorised driver, in a forbidden country, or use of the rental vehicle for prohibited purposes. If the Hirer has intentionally committed hit and run or breaches its obligations under Section 12, he/she shall likewise be fully liable, unless the breach does not affect the ascertainment of the case of damage or loss. In cases of grossly negligent breach of a contractual obligation, the Hirer shall be fully liable if he/she caused damage or loss with wrongful intent. If the Hirer causes damage or loss by gross negligence, he/she shall be liable to an extent proportionate to the severity of the Hirer's culpability; the burden of proving the absence of gross negligence shall be borne by the Hirer.

In all other respects, the Hirer shall be liable in accordance with the statutory provisions.

The Rental Firm shall quantify and settle claims on the basis of cost estimates using a DAT-based damage matrix.

For damages not listed in our damage matrix repair costs will be calculated from a German authorised repairer or by means of its own specialist personnel using standard software for the calculation of claims (SilverDAT) and on the basis of the cost structure of an authorised garage located at the place where the Rental Firm has its registered office.

A handling fee of €49.00 is charged by the Rental Firm for sorting out any damage of any kind incurred during the hire period.

The Hirer 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.

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), this is done at the Hirer's own risk! The Rental Firm does not accept any liability for damages that occur up until the official end of the hire period.

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In the event of loss of the vehicle licence, the Rental Firm shall apply a flat rate handling fee of €200. In the event of loss of the key, the Rental Firm shall charge a flat rate handling fee of €1,000.

12. Accidents and Damages

In case of breakdown or malfunction of the rented vehicle (e.g. engine light is on, flat tire), the hotline of the rental company and/or mobility guarantee is to be contacted to clarify the further procedure.

In the event of any damage to the rented vehicle during the hire period, the Hirer is obligated to immediately notify the Rental Firm, 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, the Hirer must fill in the accident report form that can be found in the glove compartment of the vehicle and must do this carefully and truthfully. This form can also be requested from the Rental Firm over the phone at any time or may be downloaded from the Rental Firm's website. The Hirer shall electronically send the form as a scan to assistance@roadsurfer.com without delay.

If the Hirer does not comply with this obligation, the Rental Firm reserves the right to charge a contractual penalty of €1,000.00. Additionally, liability under Section 11 may possibly apply.

After an accident, fire, theft, damage caused by game animals or other damage, the Hirer must also immediately inform the local police. This also applies to accidents for which the Hirer is solely responsible without any other third-party involvement. If the Hirer fails to report the incident or damage to the police, he/she shall be fully liable for any resulting economic disadvantages of the Rental Firm. Any opposing third-party claims must not be recognized.

Apart from the standardized European accident report, no other documents relating to the accident must be signed.

If any damage is detected while on route, the Rental Firm must be notified via email immediately. 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 the prior consent of the Rental Firm. This does not apply if consequential damage can be ruled out based on the type of damage reported.

If the Hirer takes the rented vehicle to a garage or has it taken there, the Rental Firm must be informed immediately during business hours, and before giving the repair garage a repair order, about the garage, the duration and the costs of the repair. Repair must not commence before approval has been granted. The Rental Firm shall only pay repair costs if the repair has been approved by them beforehand and only upon presentation of the respective receipts. The Rental Firm must be given the exact contact address of the garage immediately.

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13. Protection Packages

The Hirer has the option of reducing their liability under Section 11 by booking protection packages. The **basic package** is automatically included with every booking. This package comprises the following elements:

- An excess of € 4,000 per booking
- Unlimited number of kilometres (except for Rallye bookings)
- An additional driver without any surcharge
- Mobility service: In the event of a breakdown in Germany or abroad, 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 are to be arranged only by the Rental Firm and at its discretion and coordinated by using the Rental Firm's hotline and/or mobility guarantee.

If the **plus package** is added to the booking, the Hirer shall be entitled to the following services in addition to the services from the basic package:

- A second additional driver without any surcharge
- The excess (see Section 11) shall be reduced to € 900 per booking

If the **max package** is added to the booking, the Hirer shall be 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 excess (see Section 11) shall be reduced to € 300 per booking
- **Windshield damage**: no liability on the part of the Hirer for repairs or replacement of the windshield
- **Tire protection**: no liability on the part 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 excess (see Section 11) shall be reduced to 0€ per booking
- **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 willful 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, the max package or all-inclusive package, the general rules concerning liability under Section 11 shall apply if the Hirer is at fault for the damage or loss. In particular, the Hirer shall be fully liable in cases of grossly negligent breach of a contractual obligation where he/she causes the damage or loss with wrongful intent. If the Hirer causes damage or loss by gross negligence, he/she shall be liable to an extent proportionate to the severity of the Hirer's culpability; the burden of proving the absence of gross negligence shall be borne by the Hirer.

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

14. Liability of the Rental Firm

Any liability on the part of the Rental Firm due to a breach of its duties laid down in the agreement shall be limited to wrongful intent or gross negligence, including wrongful intent or gross negligence on the part of its representatives and authorised agents. The Rental Firm shall be liable in accordance with the statutory provisions insofar as a duty material to the agreement (material contractual duty) is breached. In this case, liability shall be limited, in terms of the scope, to compensation for the foreseeable damage or loss typical of this type of contract. Liability due to culpable mortal injury, physical injury or health damage shall remain unaffected hereby.

The Rental Firm makes the rented vehicle available for the agreed time. Should the rented vehicle not be available at departure for any reason whatsoever, the Rental Firm shall provide a replacement vehicle. Should this not be possible either, the Rental Firm shall reimburse the Hirer for the payments made.

The Rental Firm will try to provide the Hirer with a replacement vehicle in the event of damage to the vehicle or the vehicle needing garage repair during a hire period, provided that a replacement is available. Except in the case of damage due to initial defects, the rental fee shall continue to be paid even in the event of damage to the vehicle or in the event of the vehicle needing garage repair; a reduction of the rental fee under § 536 BGB (German Civil Code) is ruled out in this respect. Garage repair days or missed holidays due to damages that occur during a rental do not entitle the Hirer to a refund.

If the Hirer leaves items behind when returning the rented vehicle, the Rental Firm shall only be obligated to keep these items in as far as this can reasonably be expected and the Hirer is obligated to bear the costs.

If in isolated cases private vehicles are parked on the Rental Firm's grounds, the Rental Firm accepts no liability for damage or theft.

15. Toll Charges

The Hirer bears the cost for all toll and/or registration charges at the respective location, in advance by bank transfer or by credit card. Prior to traveling to the holiday destination, the Hirer shall inform himself/herself of possible tolls and environmental zones and shall, where necessary, register for these.

For trips to Norway, the Hirer shall inform him-/herself in advance at www.autopass.no about the terms of payment. Furthermore, the Hirer must register at www.epass24.com before arrival.

For trips to Sweden, the Hirer must register in advance at www.epass24.com. The vehicle number plate can be added to the registration after the vehicle has been handed over.

If the Hirer sets off from a French location, the vehicle shall already be equipped with an environmental sticker ("Crit' Air"). If the Hirer wishes to drive to France using a vehicle rented at a location outside of France, he/she shall, by no later than one week before the rental begins, notify the Rental Firm in order to obtain the necessary vehicle information.

In Portugal, it shall only be necessary to register or purchase a toll card at www.portugaltolls.com if the Hirer takes a toll route where the toll is electronically collected. The routes are specially marked.

For trips to Austria, the renter must check whether the vehicle already has a valid vignette. If the vehicle does not have a valid vignette, the renter must purchase one at their own expense and affix it to the vehicle.

In the event of non-compliance, the Hirer must settle the corresponding payment request. The Rental Firm shall, in addition to the toll charges and any penalty fees payable by the Hirer, charge a flat fee for each payment request made in accordance with the fee list in effect at the time of the return (available at https://rent-help.roadsurfer.com/hc/en-150/articles/49584762454291-Additional-fees-What-charges-can-apply). The Hirer is permitted to prove that no damage occurred at all or that the damage incurred was significantly lower than the amount claimed.

16. Storage of Personal Data

When carrying out or performing the agreement with the Hirer, it shall be essential for the Rental Firm to process the Hirer's personal data. The scope of the data processing, as well as the relevant legal basis and further information in accordance with Article 13 GDPR are set out in the Rental Firm's Data Protection Statement.

We process personal data for identity verification purposes when concluding and executing the rental agreement on the basis of Art. 6 (1) (b) GDPR. Further processing (e.g. for the prevention of misuse or preservation of evidence) is carried out on the basis of legitimate interests in accordance with Art. 6 (1) (f) GDPR. Further information can be found in the Rental Firm's Data Protection Statement.

This Data Protection Statement is available at: https://roadsurfer.com/en-gb/privacy-statement/.

As a rule, data shall not be passed on to third parties.

However, we may, in individual cases, be called upon by government agencies or private service providers (e.g., car-park operators, toll operators) to hand over these data.

As a result of the use of a navigation device, the navigation data entered during the hire period may be stored in the rented vehicle. If mobile devices or other devices are coupled with the rented vehicle, data from these devices may likewise possibly be stored in the rented vehicle. If the Hirer wishes that the aforementioned data no longer be stored in the rented vehicle after the vehicle has been returned, he/she shall ensure that these data are erased before the vehicle is returned. Erasure can be brought about by resetting the vehicle's navigation and communication systems to the factory setting. Instructions relating

thereto can be gathered from the operating instructions, which are to be found in the glove compartment. The Rental Firm shall not be obligated to delete the aforementioned data.

17. Non-assignment Clause; Ownership of the vehicle

Any assignment of claims from the rental agreement to third parties, for instance to spouses or other passengers, is not permitted. The same applies to the assertion of other claims in one's own name.

For all rental vehicles to be collected in Switzerland, we point out,

a) that the ownership of the respective rental vehicle has been transferred back from Intertrust Trustees GmbH to roadsurfer One Vehicle GmbH due to contractual agreement. Furthermore, we point out on behalf of roadsurfer One Vehicle GmbH that the ownership of the rental vehicle was subsequently transferred back from roadsurfer One Vehicle GmbH to Roadsurfer GmbH; and

b) that the ownership was subsequently transferred from roadsurfer GmbH to roadsurfer One Vehicle GmbH and further transferred from roadsurfer One Vehicle GmbH to Intertrust Trustees Limited for financing purposes; and

c) upon delivery of the hired vehicle, the hirer is instructed to own the hired vehicle on behalf of roadsurfer One Vehicle GmbH and Intertrust Trustees Limited;

d) the existing and / or future claims of roadsurfer Schweiz AG from the motor vehicle insurance contract against the motor vehicle insurer are and will be assigned to roadsurfer One Vehicle GmbH. Furthermore, these claims are assigned by roadsurfer One Vehicle GmbH to Intertrust Trustees Limited.

For all rental vehicles to be collected in the United Kingdom we point out: the existing and / or future claims of Roadsurfer UK Limited from the motor vehicle insurance contract against the motor vehicle insurer are and will be assigned to roadsurfer One Vehicle GmbH. Furthermore, these claims are assigned by roadsurfer One Vehicle GmbH to Intertrust Trustees Limited.

18. Dispute resolution, Place of Jurisdiction, Statute of Limitation

The European Commission has set up a platform for out-of-court online dispute resolution for consumer disputes at https://consumer-redress.ec.europa.eu/site-relocation_en. Roadsurfer will not participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.

The place of jurisdiction for all disputes arising from this contract is Munich, provided that the hirer is a merchant, a legal entity under public law or a special fund under public law.

Should any of the above provisions be or become invalid or void in whole or in part, this shall not affect the validity of the remaining provisions. Section 139 of the German Civil Code (BGB) shall not apply.

Insofar as the accident has been recorded by the police, damage claims by the Rental Firm against the Hirer shall fall due only if the Rental Firm has had the opportunity to see the investigation file. The limitation period shall begin no later than six months after the return of the rental vehicle.

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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;

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(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.

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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;

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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.

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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.

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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.

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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

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	- other substantial cleaning effort (e.g. stains on other interiors, dirt that takes substantial effort to be removed		
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 235 $ 25 % to 50 % existing tank filling: 184 $ 50 % to 75 % existing tank filling: 129 $ 75 % to 99 % existing tank filling: 74,99 $	0 % to 25 % existing tank filling: 199 EUR 25 % to 50 % existing tank filling: 154 EUR 50 % to 75 % existing tank filling: 109,00 EUR 75 % to 99 % existing tank filling: 64,00 EUR
8.	Stationary or mobile toilet not emptied (Cleaning Fee – Excrements)	350 $	
8.	Fresh water or waste water not emptied	89 $	75 EUR
9.	Penalty Fee: Dog Hair in no Dog car	175,50 $	150 EUR
9.	Penalty Fee: Smoked in Car	290 $	250 EUR
11.	Damage fee per damage	55 $	49 EUR
11.	Regular excess fee per 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.

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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.

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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:

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- 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.

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12. Accidents and Damages

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

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

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

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

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

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

13. Protection Packages

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

- The regular excess fee 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)

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- 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.

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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.

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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,

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you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
1.	Contractual penalty for disregarding the restrictions of use	550 $	500 EUR
1.	Contractual penalty for interference with TCU/vehicle's electronics	300 $	250 EUR
3.	Booking fee	As agreed at the time of booking	As agreed at the time of booking
3.	Travel Fee	As agreed at the time of booking	As agreed at the time of booking
3.	Administrative fee per process	45 $	
7.	Excess fee per hour	60 $	50 EUR
7.	Excess fee maximum per 24 hours	589 $	500 EUR
8.	Unauthorized return location fee	1500 $	
8.	Missing camping table	139 $	119,95 EUR
8.	Missing child seat 15 months to 12 years	165 $	139,95 EUR
8.	Missing mobile camping toilet	129 $	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

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	other interiors, dirt that takes substantial effort to be removed		
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 235 $ 25 % to 50 % existing tank filling: 184 $ 50 % to 75 % existing tank filling: 129 $ 75 % to 99 % existing tank filling: 74,99 $	0 % to 25 % existing tank filling: 199 EUR 25 % to 50 % existing tank filling: 154 EUR 50 % to 75 % existing tank filling: 109,00 EUR 75 % to 99 % existing tank filling: 64,00 EUR
8.	Stationary or mobile toilet not emptied	350 $	
8.	Fresh water or waste water not emptied	89 $	75 EUR
9.	Penalty Fee: Dog Hair in no Dog car	175,50 $	150 EUR
9.	Penalty Fee: Smoked in Car	290 $	250 EUR
11.	Damage fee per damage	55 $	49 EUR
11.	Regular excess fee per 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