



**roadsurfer**

**Please note the following:**

Below you will find in [Section A.](#) the general terms and conditions of the roadsurfer GmbH, Winzererstraße 47d, 80747 Munich, Germany, which apply for all bookings of a campervan for **pick-up within Europe.**

When booking a campervan for pick-up within the

**United States of America (USA)**

the General Terms and Conditions (Terms & Conditions) of **RS USA, Inc.**, 838 Walker Road, Suite 21-2 Dover, DE, 19904, USA, shall apply in accordance with [Section B.](#)

# SECTION A: GENERAL TERMS AND CONDITIONS OF ROADSURFER GMBH

## 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 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)), 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.

The vehicle may only be used within the member states of the European Union and in the United Kingdom, Norway, Iceland, Croatia, Andorra, Albania, Macedonia, Bosnia-Herzegovina and Switzerland. In particular, trips to Turkey, Russia, Morocco, Tunisia and all other non-EU countries are excluded.

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 behaviours (for example the same route to and fro 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.

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 (carefree 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.

## 3. Prices

The total rental price is made up of the daily rental price, any additional equipment booked and the service 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 service fee of € 99 is charged per rental. For rental vehicles in which pets are allowed, the service fee is € 179. The service fee covers the costs incurred for providing the vehicle.

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 an administrative fee of €19 for the handling of penalties, speeding and parking tickets.

The Hirer hereby authorises the Rental Firm to debit from the credit card that is presented at the time of the conclusion of the rental agreement or at a later date, or that is specified in the rental agreement, the rental car costs owed under the contractual relationship as well as all other claims relating to the rental agreement. In particular, the Hirer authorises the Rental Firm to debit from the 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. Every kilometre that the Hirer drives using the rented vehicle shall be included in the daily car rental price, 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.

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>, 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.

The 50% down payment of the total rental price is required for a booking (including any extras and service fee), which is due within 7 days of booking (i.e., of receipt of the booking confirmation). The remainder must be received by the Rental Firm 30 days prior to

departure. In the case of a booking less than 7 days prior to departure, the total rental price is due immediately. If the down payment or the balance is not made on time, the Rental Firm may use their discretion to decide when to finally cancel the booking.

## 5. Cancellation

If the Hirer cancels their binding booking, the following applies:

Between 0 and 48 hours prior to the agreed start of the rental, the total rental price including extras is payable to Roadsurfer. Due to the declared cancellation, there is no entitlement to a rebooking or a value voucher (hereinafter called "cancellation voucher").

Between 48 hours and 29 days prior to the agreed rental start date, the total rental price including extras is payable to Roadsurfer. The Hirer can freely choose between

- a cancellation voucher in the amount of the total rental price,
- a rebooking to a freely selectable period, or
- a rebooking to another vehicle category.

If the rebooking leads to a total rental price higher than the originally agreed one, the Hirer must pay the difference. If, on the other hand, the new rental price is lower, the Hirer will receive a cancellation voucher for the difference compared to the originally agreed rental price. The customer has a three-year period from the date of re-booking or issuance of a refund voucher. After the expiration of this period (the initial re-booking or cancellation date is decisive), there is no entitlement to a renewed re-booking or issuance of a new refund voucher.

Between 30 and 59 days prior to the agreed start of the hire period, the Hirer will be refunded up to 50% of the agreed total rental price at their request. Depending on the amount of the total rent refunded, the Hirer may freely choose, with regard to the remaining balance, between

- a cancellation voucher between 50 and 100% of the total agreed rental price (depending on the amount of the chosen refund),
- a rebooking to a freely selectable period, or
- a rebooking to another vehicle category.

If the rebooking leads to a total rental price higher than the originally agreed one, the Hirer must pay the difference. If, on the other hand, the new total rental price is lower, the Hirer will receive a voucher for the difference compared to the originally agreed total rental price. The customer has a three-year period from the date of re-booking or issuance of a refund voucher. After the expiration of this period (the initial re-booking or cancellation date is decisive), there is no entitlement to a renewed re-booking or issuance of a new refund voucher.

Cancellation is free of charge if made at least 60 days prior to the agreed start of the hire period and the Hirer will be refunded any down payment made. If the trip was paid for with a cancellation or gift voucher, the Hirer will only receive a cancellation voucher in the amount of the agreed total rental price.

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.

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

In the event of early termination of the rental agreement triggered by the return of the rental vehicle, there is no entitlement to a 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 3 years 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 of the cancellation vouchers is not permitted.

## 6. Payment Method and Deposit

At the start of the hire period, a deposit of €800.00 must be paid by credit card as security for the return of the vehicle in undamaged and clean condition. 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.

When the vehicle is handed over at the start of the hire period, any existing damage to the vehicle is recorded in writing, and a status report is handed to the Hirer. If the vehicle is returned in an orderly manner in undamaged condition, except for the damage listed in the status report, the deposit shall be refunded within 8 weeks after the end of the hire period, provided that the deposit was paid by means of an EC card. Any blocking of the deposit by means of a credit card shall be automatically released again after the expiry of 30 days. However, this shall not exempt the Hirer from liability for concealed or hidden defects or damage which are discovered by the Rental Firm within 48 hours of the return of the rented vehicle.

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 (e.g., special flat rate cleaning fees) shall be invoiced to the Hirer 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, 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.

The Hirer may lodge objections to such charging, by email or post, within a period of 14 days from receipt of the letter; this shall also apply to proof that the Hirer did not cause the

event triggering the costs or charges. If the Hirer does not respond within this period, the costs shall be invoiced to the Hirer.

## 7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period is 3 nights all year round.

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

If the hire period is exceeded, €50 will be charged per hour (a partial hour is charged the same as a full hour), 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 of delay in returning the vehicle is €500. Should the Rental Firm incur any 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.

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.

## 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 (up to 6 metres in each case).

The Hirer is obligated to return the rented vehicle 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.

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, 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 rented vehicle must be returned with a full tank of fuel. A partially filled tank will be refilled by the Rental Firm, who will charge the fuel costs incurred plus a flat rate handling fee of €19.00 for the refilling of the tank. The amount may be withheld directly from the security deposit.

The rented vehicle must be returned with a clean interior (swept, vacuumed and wiped clean) by the Hirer to the Rental Firm. The Rental Firm shall carry out any further interior and exterior cleaning.

Cleaning costs incurred due to the rented vehicle being considerably dirty, e.g., the upholstery, the interior ceiling or walls, shall be withheld from the security deposit and be subject to a special flat rate cleaning fee of at least €200. In this respect, however, 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 special flat rate cleaning fee. Likewise, the Hirer shall bear the cost of an exterior car wash if the outside of the rented vehicle is considerably dirty (e.g., muddy).

If the vehicle is not returned with a properly cleaned interior (swept, vacuumed and wiped clean), a special flat rate cleaning fee of €100 shall be charged. In this respect, however, 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 special flat rate cleaning fee.

## 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 vehicles. If the smoking ban in the rental vehicle is not observed, a €500.00 fine shall be retained from the security deposit to compensate for the loss in value and to pay for a professional cigarette smoke removal company. 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 special flat rate cleaning fee.

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. 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 have to pay for all additional cleaning costs (removal of pet hair, ozone treatment, etc.) 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 and for any cleaning costs after the trip.

## 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.

At departure the Hirer takes over a full Ad Blue tank. The Hirer is obligated to regularly check the Ad Blue tank and to ensure that it is properly refilled, at their own expense, without delay if the warning signals flash.

The Hirer shall be liable for all consequences ensuing from any breach of these maintenance obligations.

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.

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 as well as expert's fees. The Hirer's liability shall not apply insofar as neither the Hirer nor the driver is at fault for the damage or loss.

The rental vehicle has third-party liability insurance and fully comprehensive insurance. Liability cover is €100 million.

The Rental Firm shall be authorised 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.

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 carefree 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 for the towing service, 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.

**Stone-impact damage to the windscreen:** Windscreen/glass damage from stone-impact shall be repaired or replaced, depending on the extent and location of the damage.

**Damage to the interior of the vehicle.**

**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 carefree 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.

Young drivers under 23 years of age are subject to paying an excess of €2,500.00 per claim. Otherwise, the excess is generally €1,500. The Hirer has the option to reduce

excess amounts by opting for various carefree 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 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 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.

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.

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 the event of a breakdown or malfunction of the rented vehicle (e.g., the engine lamp lights up or flat tire), the Rental Firm's hotline shall be contacted in order to clarify the further course of action.

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 [damage@roadsrufer.com](mailto:damage@roadsrufer.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 recognised.

Apart from the standardised 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.

### 13. Carefree Packages

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

- An excess of €1,500. For young drivers under the age of 23 an excess of €2,500 shall apply
- Unlimited number of kilometres
- 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 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 **advanced carefree package** is added to the booking, the Hirer shall be entitled to the following services in addition to the services from the basic carefree package:

- A second additional driver without any surcharge
- The excess (see Section 11) shall be reduced to €800 or to €1,500 for young drivers (under the age of 23)
- Windscreen insurance – minor: no liability on the part of the Hirer for stone-impact damage to the windscreen outside the field of vision, with cracks up to a maximum of 2 cm

If the **complete carefree 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 advanced carefree packages:

- Unlimited number of additional drivers
- The excess (see Section 11) shall be inapplicable, or shall be reduced to €500 for young drivers (under the age of 23)
- Windscreen insurance – major: no liability on the part of the Hirer for stone-impact damage to the windscreen
- Tire insurance: no liability on the part of the Hirer for tire damages
- Interior insurance: no liability on the part of the Hirer for damage to the interior (excluding the awning and the pop-up roof)

Even where liability is reduced by booking the advanced carefree package or the complete carefree 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.

#### 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](http://www.autopass.no) about the terms of payment. Furthermore, the Hirer must register at [www.epcplc.com/rental](http://www.epcplc.com/rental) before arrival.

For trips to Sweden, the Hirer must register in advance at [www.epass24.com](http://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 two weeks 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](http://www.portugaltolls.com) if the Hirer takes a toll route where the toll is electronically collected. The routes are specially marked.

In the event of non-compliance, the Rental Firm shall, in addition to the toll charges and any penalty fees, charge a handling fee of €19.00 for each payment request made.

## 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. 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 picked up in Switzerland, we point out** that the ownership of the respective rental vehicle was first transferred from roadsurfer GmbH to roadsurfer One Vehicle GmbH. Furthermore, we point out on behalf of roadsurfer One Vehicle GmbH that the ownership of the rental vehicle was subsequently transferred from roadsurfer One Vehicle GmbH to Intertrust Trustees GmbH for financing purposes.

## **18. Place of Jurisdiction, Statute of Limitation**

The place of jurisdiction for all disputes arising from this contract is Munich.

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.

# SECTION B: TERMS AND CONDITIONS OF RS USA, INC.

## 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.

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, any additional agreement signed by you, any documents or agreements (or links to on-line 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")

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, 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 permitted areas and.

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 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. 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.

## 3. Prices

The total rental price is made up of the daily rental price, any additional equipment booked and the service 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 service fee of EUR 99 is charged per rental. For rental vehicles in which pets are allowed, the service fee is EUR 199.

You are responsible for all tolls, fuel costs, parking fees, campsite fees and any other charges.

If you incur any parking tickets, speeding tickets, or other fines, fees, or charges, where Roadsurfer incurs administrative costs in handling them, you agree that Roadsurfer may charge you an administrative fee of \_\_\_.

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.

## 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.

The 50% down payment of the total rental price is required for a booking (including any extras and service fee), which is due within 7 days of booking (i.e., of receipt of the booking confirmation). The remainder must be received 30 days prior to departure. In the case of a booking less than 7 days prior to departure, the total rental price is due immediately. If the down payment or the balance is not made on time, we may use our discretion to decide when to cancel the booking.

## 5. Cancellation

If you cancel a binding booking, the following applies:

Between 0 and 48 hours prior to the agreed start of the rental, the total rental price including extras is payable to Roadsurfer. Due to the declared cancellation, there is no entitlement to a rebooking or a value voucher (a "cancellation voucher").

Between 48 hours and 29 days prior to the agreed rental start date, the total rental price including extras is payable to Roadsurfer. The Hirer can freely choose between

- a cancellation voucher in the amount of the total rental price,
- a rebooking to a freely selectable period, or
- a rebooking to another vehicle category.

If the rebooking leads to a total rental price higher than the originally agreed one, you must pay the difference. If, on the other hand, the new rental price is lower, you will receive a cancellation voucher for the difference compared to the originally agreed rental price. You have a three-year period from the date of re-booking or issuance of a refund voucher to use it, otherwise the voucher will expire. After expiration of this period (the initial re-booking or cancellation date is decisive), there is no entitlement to a renewed re-booking or issuance of a new refund voucher.

Between 30 and 59 days prior to the agreed start of the hire period, you will be refunded up to 50% of the agreed total rental price at your request. Depending on the amount of the total rent refunded, you may choose, with regard to the remaining balance, between

- a cancellation voucher between 50 and 100% of the total agreed rental price (depending on the amount of the chosen refund),
- a rebooking to a freely selectable period, or
- a rebooking to another vehicle category.

If the rebooking leads to a total rental price higher than the originally agreed one, you must pay the difference. If, on the other hand, the new total rental price is lower, you will receive a voucher for the difference compared to the originally agreed total rental price. You have a three-year period from the date of re-booking or issuance of a refund voucher to use it, otherwise the voucher will expire. After the expiration of this period (the initial re-booking or cancellation date is decisive), there is no entitlement to a renewed re-booking or issuance of a new refund voucher.

Cancellation is free of charge if made at least 60 days prior to the agreed start of the hire period, and you will receive a refund of any down payment made. If the trip was paid for with a cancellation or gift voucher, you will only receive a cancellation voucher in the amount of the agreed total rental price.

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 3 years 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.

## 6. Payment Method and Deposit

At the start of the hire period, a security deposit of EUR 800 must be paid by credit card as security for the return of the vehicle in undamaged and clean condition. 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 within 8 weeks after the end of the hire period. Any blocking of the security deposit by means of a credit card shall be automatically released again after the expiry of 30 days. However, this shall not exempt the Hirer from liability for concealed or hidden defects or damage which are discovered within 48 hours of the return of the rented vehicle.

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) 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.

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

## 7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period is 3 nights all year round.

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

If the hire period is exceeded, EUR 50 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 fee per 24 hours of delay in returning the vehicle is EUR 500. 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.

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

## 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 service fee. 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.

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.

You must return the rented vehicle 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.

Upon return of the vehicle, we will conduct an inspection. You will pay a cleaning fee of EUR 200 for cleaning the vehicle's interior upon return if 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. In the course of the inspection, 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 of \_\_\_ (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 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 a cleaning fee of \_\_\_ 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. On all other campervans — not marked as "dog-friendly" — animals are not allowed. Upon a violation of this pet rule, you shall pay for all additional cleaning costs (removal of pet hair, ozone treatment, etc.) plus a penalty of EUR 500 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.

## 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.

At departure the Hirer 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.

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. Liability; 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.

The rental vehicle has third-party liability insurance and fully comprehensive insurance. The third-party liability has no deductible. Third-party liability is limited to EUR 1,000,000.

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

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 EUR 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.

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.

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 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.

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

**Tire damage:** Resulting costs for the towing service, 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.

**Stone-impact damage to the windscreen:** Windscreen/glass damage from stone-impact shall be repaired or replaced, depending on the extent and location of the damage.

Damage to the interior of the vehicle.

**Other damage:** Damage caused by driving on unpaved roads, including the resulting costs such as for recovery, towing or tire damage.

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.

Young drivers under 23 years of age are subject to paying an excess of EUR 2,500 per claim. Otherwise, the excess is generally EUR 1,500. 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 of EUR 49 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, a flat rate handling fee of EUR 200 shall apply. In the event of loss of the key or fob, a flat rate handling fee of EUR 1,000 shall apply.

## 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 [damagerondsrufer.com](mailto:damagerondsrufer.com).

If you fail to comply with these obligations, we reserve the right to charge a contractual penalty of EUR 1,000.00.

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 Roadsrufer 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 Roadsrufer'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. Roadsrufer 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. Carefree Packages

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

- An excess of EUR 1,500 pursuant to Section 11. For young drivers under the age of 23 an excess of EUR 2,500 shall apply
- Unlimited number of miles/kilometres
- An additional driver without any surcharge
- 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 **advanced carefree package** is added to the booking, you are entitled to the following services in addition to the services from the basic carefree package.

- A second additional driver without any surcharge
- The excess (see Section 11) shall be reduced to EUR 800 or to EUR 1,500 for young drivers (under the age of 23)
- Windscreen insurance for minor cracks: no liability for stone-impact damage to the windscreen outside the field of vision, with cracks up to a maximum of 2 cm

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

- Unlimited number of additional drivers
- The excess (see Section 11) shall be inapplicable, or shall be reduced to EUR 500 for young drivers (under the age of 23)
- Windscreen insurance for major cracks: no liability for stone-impact damage to the windscreen
- Tire insurance: no liability for tire damages

- Interior insurance: no liability for damage to the interior (excluding the awning and the pop-up roof)

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

- Not fulfilling age requirements,
- Driving the vehicle without a rental agreement, in breach or violation of the rental agreement,
- Driving under influence of alcohol or controlled substances,
- Disregarding common sense or gross negligence or willfulness in failing to abide by the local laws and rules leading to damage third party's property.

## 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.

## 15. Toll Charges

You are responsible for any and all toll charges.

## 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. Place of Jurisdiction

The place of jurisdiction for all disputes arising from this contract is Dover, Delaware.

## 19. 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.

## 20. Arbitration

All disputes between you and Roadsurfer arising out of your rental of a vehicle and the Rental Agreement shall be exclusively adjudicated by binding arbitration through the American Arbitration Association ("AAA") pursuant to the AAA's then-current rules for commercial arbitration. There is an impartial arbitrator but no judge or jury in arbitration. Both parties waive the right to jury trial. YOU AND ROADSURFER AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ARBITRATION PROCEEDING. Notwithstanding any provision in the Rental Agreement to the contrary, if the class action waiver in the prior sentence is deemed invalid or unenforceable, neither you nor we are entitled to pursue dispute resolution by binding arbitration. If you are an individual, in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction.



Disputes and claims that are within the scope of a small claims court's authority, as well as disputes and claims regarding personal injury and/or damage to or loss of a vehicle related to your Roadsurfer rental, are exempt from the foregoing dispute resolution provision.

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

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

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

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

You agree to promptly notify us of any accident in which the vehicle is involved and to assist and cooperate with us in the investigation, including any police investigation and handling 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.