Tenga en cuenta la siguiente información:

Las condiciones aplicables y su socio contractuale dependen del lugar acordado para la recogida de la autocaravana.

Al reservar una autocaravana para su recogida

- en **Europa (incluidos el Reino Unido, Suiza y Noruega)** es el
    - **socio contractuale**: Roadsurfer GmbH, Winzererstraße 47d, 80747 Munich, Germany and the
    - **las condiciones contractuales aplicables** son: Condiciones Generales según **Apartado A.**;

- en los **Estados Unidos de América (EE.UU.)** es el
    - **socio contractuale**: RS USA, Inc., 838 Walker Road, Suite 21-2 Dover, DE, 19904, Estados Unidos de América y el
    - **Las condiciones contractuales aplicables** son: Condiciones Generales ("*Condiciones Generales*") de conformidad con la **Apartado B.**;

- dentro de **Canadá** es el
    - **socio contractuale**: Roadsurfer Canada Inc., Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8 y el
    - **Las condiciones contractuales aplicables** son: Condiciones Generales ("*Condiciones Generales*") de conformidad con la **Apartado C.**;

Apartado A.

1. Ley aplicable, posición del cliente y contenido del contrato

El objeto del contrato es únicamente el alquiler de un vehículo tipo furgoneta camper con un equipamiento interior estándar o personalizado y, en su caso, con accesorios para ello por parte de roadsurfer GmbH como arrendador al arrendatario.

El derecho de la República Federal de Alemania se aplica exclusivamente al contrato si el alquiler se efectúa en un establecimiento del arrendador en Alemania. La validez de la Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías y el derecho internacional privado alemán está excluida. En el caso de un alquiler en un establecimiento fuera de Alemania y si el arrendatario es un consumidor, es decir, una persona física que celebra un negocio jurídico con fines que no pueden atribuirse predominantemente a su actividad comercial ni a su actividad profesional autónoma (véase el artículo 13 del Código Civil alemán), también se aplicará la legislación alemana. Además, se aplicarán las disposiciones obligatorias de protección del consumidor que se aplican en el Estado en que el arrendatario tiene su residencia habitual, en la medida en que estas proporcionen al arrendatario una protección más amplia.

Los documentos pertinentes para la relación contractual son:

1. el contrato de alquiler con las condiciones acordadas en cada caso, y el informe de situación del vehículo que se incluye,
2. la confirmación de la reserva por correo electrónico,
3. estos términos y condiciones generales.

El arrendatario usa el vehículo bajo su responsabilidad y organiza el viaje por su cuenta. El arrendador no presta servicios de viaje. Las disposiciones legales sobre los contratos de viaje con todo incluido, especialmente los artículos 651 a-b del Código Civil alemán (BGB), no se aplican a la relación contractual ni directa ni indirectamente.

De conformidad con el artículo 312 g (2) nº 9 del Código Civil alemán (BGB), no existe derecho de revocación para los contratos de alquiler celebrados con consumidores utilizando exclusivamente medios de comunicación a distancia o fuera de los establecimientos comerciales.

El vehículo solo podrá conducirse y emplearse para realizar viajes en los siguientes países («**Países permitidos**»): Estados miembros de la Unión Europea, así como Islandia, Noruega, Suiza, Albania, Andorra, Bosnia y Herzegovina, Liechtenstein, Moldavia, Macedonia del Norte, Montenegro, Serbia y el Reino Unido.

Quedan prohibidos y no estarán permitidos los viajes a o la conducción por Azerbaiyán, Bielorrusia, Israel, Irán, Marruecos, Rusia, Túnez, Turquía, Ucrania y todos los demás países que no sean miembros de la UE, salvo en los territorios expresamente permitidos de los Países permitidos.

Las furgonetas camper se utilizarán únicamente para fines privados como viajes de vacaciones, para participar en eventos deportivos, uso diario, o similares. Queda prohibido todo uso comercial, todo comportamiento inusual en carretera (repetir el mismo trayecto ida y vuelta) o el uso para mudanza. El incumplimiento da derecho al arrendador a rescindir el contrato de alquiler sin preaviso por causa justificada, sujeto a posibles reclamaciones por daños y perjuicios.

Estado: 13 de enero de 2026

Apartado A.

Se prohíbe al arrendatario utilizar el vehículo alquilado para participar en eventos deportivos de motor y pruebas de vehículos, para el transporte de materiales explosivos, altamente inflamables, tóxicos, radioactivos o peligrosos de cualquier otro modo. También está prohibido utilizar el vehículo para la comisión de delitos aduaneros u otros delitos penales, aunque estos solo sean punibles con arreglo a la legislación del lugar del delito, para el subarriendo o el préstamo o para otros fines comerciales -excepto los expresamente acordados en el contrato- o para otros usos que vayan más allá del uso contractual. En caso de duda sobre el uso del vehículo alquilado, el arrendador se reserva el derecho de no entregarlo.

Está sumamente prohibido tapar los logos de roadsurfer con otro tipo de pegatinas y/o retirar los logos. Se podría permitir un pegado suplementario (co-branding) en casos individuales y tras previo acuerdo.

El alquiler de una furgoneta camper para su uso como espacio de oficina para actividades de oficio del arrendatario o de sus empleados (en caso de alquiler por parte de clientes corporativos) no constituye un uso con fines comerciales.

2. Conductores autorizados

En principio, todas las personas físicas mayores de edad que hayan estado en posesión de un permiso de conducir válido de clase 3 o B durante al menos un año en el momento del alquiler tienen derecho a conducir la camper.

El arrendatario y todos los conductores se registrarán por escrito en el contrato de alquiler y deben presentar el original de su permiso de conducir al arrendador cuando entregan el vehículo. No se aceptarán copias. El responsable del vehículo de alquiler para el período de alquiler acordado es el arrendatario.

El arrendatario tiene que representar las acciones del conductor como si fueran sus propias acciones. Varios arrendatarios son responsables como deudores conjuntos.

Todas las personas que viajen con el arrendatario durante el período de alquiler deben ser nombradas al propietario. En caso de duda sobre la veracidad de la declaración del propósito y el número de compañeros de viaje, el arrendador se reserva el derecho de no entregar el vehículo de alquiler.

El vehículo alquilado solo podrá ser conducido por el propio arrendatario y los conductores especificados en el contrato de alquiler. Si el arrendatario permite que un conductor no autorizado conduzca el vehículo de alquiler, se considerará una violación de las condiciones de alquiler. El arrendatario es responsable de todos los daños causados por un conductor no autorizado. El conductor no autorizado no disfruta de la protección del seguro a través de los servicios adicionales ofrecidos por la empresa de alquiler (paquetes de cobertura, etc.). La cobertura en estos casos se encuentra exclusivamente dentro del ámbito del seguro de responsabilidad civil legal.

El alquiler del vehículo a clientes corporativos solo estará permitido para fines privados según la cláusula 1 del arrendador o sus empleados. Si, sobre la base de la disposición contractual del contrato de alquiler, se permite al arrendatario, como cliente empresarial, dejar el vehículo de alquiler a sus empleados, el arrendatario está obligado a asegurarse de que el vehículo solo será entregado a los empleados autorizados a conducir según la presente cláusula 2.

Apartado A.

El arrendatario o los conductores no están autorizados a conducir el vehículo alquilado si su capacidad de conducir se ve afectada, especialmente bajo la influencia del alcohol, las drogas o en caso de enfermedad.

El arrendatario no está autorizado a realizar ningún desmontaje y/o modificación de las piezas del vehículo, en particular de los elementos de tracción, freno, dirección y/o carrocería, ni a desactivar los sistemas telemáticos sin el previo consentimiento por escrito del arrendador. En caso de violación culpable, el Arrendador tiene derecho a una rescisión extraordinaria.

3. Precios

El precio total del alquiler se compone del precio diario del alquiler, en su caso, los accesorios contratados, una tarifa de reserva y una tarifa de viaje. El precio diario también incluye el alquiler del vehículo durante el periodo de tiempo especificado en el contrato de alquiler. También cubre los costes de mantenimiento y reparación de piezas desgastadas por el uso, así como la cobertura de seguro acordada. Los precios publicados en https://roadsurfer.com/es/ en el momento de la celebración del contrato incluyen el tipo de IVA aplicable. Los precios diarios del alquiler pueden consultarse en la lista de precios de roadsurfer en https://roadsurfer.com/es/alquilar-camper/precios/.

En cada alquiler se añade al precio diario del alquiler una tarifa de reserva y una tarifa de viaje en el importe acordado en el momento de la reserva. La tarifa de reserva y una tarifa de viaje también se aplica al reservar un Roadsurfer Rallye. En este caso, solo se podrán reservar como equipamiento adicional juegos de ropa de cama y el transporte de mascotas.

La tarifa de reserva cubre los gastos generales de reserva y servicio. La tarifa de viaje cubre la preparación del camper para el viaje, incluyendo logística y entrega.

Todos los costes, que no se incluyen expresamente en el precio total del alquiler y se abonan con el mismo, son a cargo del arrendatario. Entre estos se cuentan especialmente, peajes, combustible, tarifas de aparcamiento, tarifas de camping ni otros gastos de lugares de estacionamiento o tarifas de transporte como costes de ferri. En casos puntuales cabe la posibilidad, que el arrendatario anterior hubiera pagado para el vehículo ciertos gastos o tasas (p. ej. la viñeta anual de Suiza), que podrá seguir disfrutando el arrendatario del alquiler actual. Este no puede, sin embargo, exigir disfrutar de estas prestaciones adicionales.

Además, las multas o sanciones correrán a cargo del arrendatario. Roadsurfer GmbH cobra una tarifa de 34,99 € por sanción en concepto de gestión de multas, radares y multas de aparcamiento. Esta tasa no se cobrará si el arrendatario puede demostrar que la multa de aparcamiento o de tráfico era infundada, que el arrendatario o el conductor correspondiente no tienen la culpa o que el daño real es inferior a la tasa.

Por la presente, el Arrendatario autoriza al Arrendador a cargar de forma irrevocable los costes del vehículo de alquiler adeudados en virtud de la relación contractual y todas las demás reclamaciones relacionadas con el contrato de alquiler en el medio de pago presentado en el momento de la celebración del contrato de alquiler o posteriormente o designado en el contrato de alquiler. En particular, el arrendatario autoriza al arrendador a cargar de forma irrevocable en cuenta, mediante la tarjeta de crédito, la tarifa acordada según esta cláusula 3 de las CGC para multas, radares y multas de aparcamiento, los gastos de tramitación de los daños según la cláusula 11 y los gastos de tramitación de los

peajes según la cláusula 14. El arrendatario autoriza al arrendador a cargar irrevocablemente todos los gastos acordados contractualmente que venzan tras la celebración del contrato (por ejemplo, por limpieza, repostaje, devolución tardía, daños y peajes) a posteriori mediante el método de pago indicado en el contrato de alquiler o presentado posteriormente. Todos los kilómetros que el arrendatario recorra con el vehículo de alquiler están incluidos en el precio del alquiler diario, a menos que se acuerde lo contrario por escrito y el comportamiento en carretera no sea inusual. Si el arrendador pone en duda la finalidad del alquiler y posteriormente se aprecia un mal uso, el arrendatario estará obligado a pagar una indemnización por daños y perjuicios.

Por regla general, los descuentos especiales (promociones, ofertas a empleados o promociones de ferias) no se pueden combinar con otros descuentos como descuentos por alquiler de larga duración o reserva anticipada.

4. Reserva

Al enviar el formulario de reserva rellenado, el arrendatario envía una oferta vinculante para cerrar el contrato de alquiler y reconoce las condiciones generales del contrato de Roadsurfer GmbH mediante un procedimiento «opt-in» durante el proceso de reserva.

A título informativo, el arrendatario recibe un mensaje en la página de reserva y un correo electrónico automático directo de roadsurfer para confirmar la recepción de la solicitud de reserva. La reserva del alquiler será vinculante para el arrendatario (= conclusión del contrato) y se considerará que el vehículo está realmente reservado solo después de que el arrendatario reciba la confirmación por escrito y enviada de forma activa por parte de roadsurfer (por correo electrónico) a través del portal de reservas https://booking.roadsurfer.com/es/rent.

El arrendador tiene derecho, en el ámbito de su propia libertad de disposición, a negarse a concertar un contrato de alquiler.

Con la finalización de la reserva, el precio total del alquiler, incluidos todos los extras y la tarifa de reserva, será exigible de inmediato. El importe total deberá abonarse sin demora mediante el método de pago especificado durante el proceso de reserva. Si el pago no se realiza a tiempo, Roadsurfer tendrá derecho a rescindir el contrato de alquiler y a alquilar el vehículo a otro cliente.

Si el arrendatario contrata una **Opción flexible** de pago adicional al formalizar el contrato de alquiler, se aplicará lo siguiente al vencimiento del precio total del alquiler:

- **Reservas realizadas con más de 60 días de antelación a la recogida:** el 50 % del importe total se abonará inmediatamente y el 50 % restante se abonará 60 días antes de la entrega del vehículo alquilado.
- **Reservas realizadas 60 días o menos antes de la recogida:** al completar la reserva, se abonará inmediatamente el importe total del alquiler.

5. Cancelación

(1) Derecho contractual de rescisión: Si el arrendatario cancela su reserva vinculante, se aplicará el derecho contractual de desistimiento de las siguientes maneras, en función del momento de recepción de la notificación de desistimiento por parte del arrendador:

Apartado A.

- **Entre 0 y 48 horas** antes del inicio del alquiler acordado, no se tendrá derecho al reembolso del precio total del alquiler, incluidos los extras. No se reembolsarán ni la tarifa de reserva ni la tarifa de viaje.
- En caso de cancelaciones realizadas **al menos 48 horas** antes del inicio del alquiler acordado, no se reembolsará el precio total del alquiler, incluidos los extras. No obstante, se devolverá al arrendatario la tasa de preparación del viaje.

En caso de haber reservado una **Opción flexible**, se aplica lo siguiente:

- **Entre 0 y 48 horas** antes del inicio del alquiler acordado, no se tendrá derecho al reembolso del precio total del alquiler, incluidos los extras. No se reembolsarán ni los gastos de reserva ni los gastos de preparación del viaje.
- Cancelaciones con **al menos 21 días** de antelación al inicio del alquiler acordado: se reembolsará el precio total del alquiler, excluidos los gastos de reserva, o el arrendatario podrá cambiar la reserva por cualquier otro periodo de tiempo, de conformidad con el apartado 5 (2), por el importe total del alquiler.
- Cancelaciones **en el plazo de 21 días** antes del inicio del alquiler acordado: No se tiene derecho al reembolso del precio total del alquiler. Solo se reembolsará la tasa de preparación del viaje.

(2) Cambio de reserva: Además del derecho contractual de cancelación anteriormente mencionado, es posible cambiar la reserva a un período de alquiler diferente ("**cambio de reserva**") antes del inicio del período de alquiler:

- Cambio de reserva **al menos 60 días** antes del inicio del alquiler: si el cambio de reserva da lugar a un precio total de alquiler superior al acordado inicialmente, el arrendatario deberá pagar la diferencia. Sin embargo, si el precio total del alquiler es inferior al precio total acordado inicialmente, se reembolsará la diferencia. Si se reduce el período de alquiler, no se trata de un cambio de reserva, sino de una cancelación parcial. Es decir, en tal caso no se reembolsará la diferencia.
- Cambio de reserva **en el plazo de 60 días** antes de la recogida: no se tiene derecho a un reembolso ni a un vale de cancelación por el importe de la diferencia.

En caso de haber reservado una **Opción flexible**, se aplica lo siguiente:

- Cambio de reserva **al menos 14 días** antes del inicio del alquiler: si el cambio de reserva da lugar a un precio total de alquiler superior al acordado inicialmente, el arrendatario deberá pagar la diferencia. Sin embargo, si el precio total del alquiler es inferior al precio total acordado inicialmente, se abonará la diferencia. Si se reduce el período de alquiler, no se trata de un cambio de reserva, sino de una cancelación parcial. Es decir, en tal caso no se reembolsará la diferencia.
- Cambio de reserva **en el plazo comprendido entre 14 días** antes del inicio del alquiler y la recogida: no se tiene derecho a reembolso ni a un vale de cancelación por el importe de la diferencia.

(3) El arrendatario tiene derecho a cambiar varias veces de reserva.

Una vez efectuada una nueva reserva, se aplicará lo siguiente al derecho contractual de cancelación y a cualquier nueva reserva: El intervalo de tiempo entre la primera nueva reserva y el inicio del periodo de alquiler del contrato de alquiler inicial determina permanentemente las condiciones de cancelación y los gastos de nueva reserva (ejemplo: Si el contrato de alquiler inicial se vuelve a reservar 30 días antes del inicio del periodo de alquiler, las condiciones de una cancelación / nueva reserva 30 días antes del inicio del

periodo de alquiler se aplican a la cancelación / nueva reserva de cada contrato de alquiler posterior vuelto a reservar, independientemente de cuándo se declare realmente la cancelación / nueva reserva).

(4) El equipamiento ya reservado no puede ser cancelado por separado de una reserva.

(5)Los costes del equipamiento como portabicicletas o baño portátil no se reembolsarán en caso de cancelación. El arrendatario tendrá la carga de la prueba de demostrar que los equipos no han sufrido daños o que éstos han sido mínimos.

(6) En caso de que se finalice anticipadamente el contrato de alquiler mediante la devolución del vehículo, el arrendatario no podrá reclamar la devolución parcial del precio del alquiler, vale de cancelación o cambio de reserva (parcial) para otras fechas.

(7) Los vales de cancelación tendrán las siguientes condiciones:

- Tienen una validez de 1 año a partir de la fecha de expedición.
- La validez del nuevo vale de cancelación expedido tras la cancelación de una reserva pagada con un vale de cancelación, es la fecha de caducidad del vale de cancelación inicial.
- El valor de un vale no puede ser abonado en metálico.
- Se aplican los precios y las condiciones generales de contratación vigentes en el momento de finalizarse la reserva; no podrá reclamarse el precio de alquiler inicial.
- No está permitida la reventa, transferencia y/o cesión de los vales de cancelación.
- Al canjear un vale de cancelación, se aplicará nuevamente la tarifa de reserva vigente en el momento de la nueva reserva.

(8) Los derechos legales de cancelación no se verán afectados por la presente cláusula 5.

6. Método de pago y fianza

En el momento de recoger el vehículo, el arrendador deberá pagar una fianza de 800,00 € con tarjeta de crédito o tarjeta de débito como seguridad como garantía del cumplimiento de sus obligaciones contractuales.. La fianza se confirmará al arrendatario en el formulario del contrato de alquiler. Si no se deposita la fianza no se entregará el vehículo. Si no se abona el depósito, el pago completo o la fianza a tiempo, el arrendador se guarda el derecho a rescindir el contrato de alquiler sin preaviso por causa justificada, sujeto a posibles reclamaciones por daños y perjuicios.

En el momento de la entrega del vehículo al inicio del alquiler, se hará constar por escrito cualquier desperfecto existente en el vehículo de alquiler y se entregará al Arrendatario un informe del estado del mismo. Si el vehículo se devuelve en perfecto estado, aparte de los daños indicados en el informe de estado, la fianza se reembolsará inmediatamente después de finalizar el periodo de alquiler, siempre que la fianza se haya pagado con tarjeta EC. Si el depósito se ha bloqueado mediante tarjeta de crédito, se liberará automáticamente tras la devolución del vehículo de alquiler. Sin embargo, esto no exime al arrendatario de la responsabilidad por defectos o daños ocultos o encubiertos que sean descubiertos por el arrendador dentro de las 48 horas siguientes a la devolución del vehículo alquilado. La autorización del pago con tarjeta de crédito puede tardar hasta 30 días. La autorización del pago con tarjeta EC puede tardar entre 6 y 8 semanas.

Apartado A.

En caso de accidente con la otra parte implicada en el accidente, el depósito, incluido el deducible del arrendatario, será retenido o reclamado por el arrendador hasta que la cuestión de la culpabilidad se haya aclarado claramente en los tribunales o fuera de ellos.

Se cobrarán al arrendatario tarifas o gastos adicionales (por ejemplo, gastos de limpieza especial según la lista de precios de limpieza publicada o disponible en el lugar de entrega del vehículo) al devolver el vehículo, siempre que se puedan calcular en ese momento. Si se incurre en gastos adicionales, por ejemplo, debido a una multa, o si se han producido daños en el vehículo de alquiler que se hayan comprobado al devolverlo, el arrendador cobrará en este caso al arrendatario estos y otros gastos administrativos (por ejemplo, gastos de tramitación de reclamaciones, tramitación de multas) en una fecha posterior, si el arrendador ha tenido conocimiento de estos gastos.

El arrendador tiene derecho a retener los costes o gastos adicionales correspondientes directamente de la fianza.

El arrendatario podrá formular objeciones a este cálculo en un plazo de 14 días a partir de la recepción de la carta, por correo electrónico o por correo postal; esto también se aplica a la prueba de que el arrendatario no es el causante del hecho que provoca los gastos o costes. Si el arrendatario no reacciona en este plazo, se le cargarán los gastos.

7. Periodo de alquiler

El periodo de alquiler se extiende desde la entrega acordada del automóvil hasta la devolución final. El periodo mínimo de alquiler es de 3 noches todo el año.

La devolución del vehículo debe realizarse antes de la hora indicada en el contrato de alquiler.

Si se excede el periodo de alquiler, se cobrarán 50,00 € por cada hora de más. A menos que el arrendatario no sea responsable de la devolución tardía, por lo que la carga de la prueba recae en el arrendatario. El cargo máximo por 24 horas de retraso es de 500 €. Si al exceder el periodo del alquiler se obstaculiza un alquiler posterior, el arrendatario estará obligado a compensar los daños originados (p. ej. pérdida de ganancias).

Aunque se devuelva el vehículo antes de la fecha de entrega acordada, se deberá pagar el precio total del alquiler acordado en el contrato. Por norma general, no existe por parte del arrendador ningún acuerdo para convertir automáticamente el contrato de alquiler de un vehículo en un alquiler continuo por un periodo indeterminado.

8. Recogida y entrega del vehículo de alquiler

La recogida y entrega del vehículo de alquiler tendrán lugar en las instalaciones de roadsurfer. El arrendatario deberá recoger el vehículo en el lugar y a la hora acordada en el contrato de alquiler.

En algunos casos puede ocurrir que los vehículos tengan un portabicicletas montado, a pesar de que el arrendatario no lo haya reservado, con el fin de garantizar el buen desarrollo del negocio. El arrendador no está obligado a desmontar el portabicicletas. Para las reservas de ferris se aplican las medidas de longitud del vehículo indicadas en la página web.

Apartado A.

Si en el momento de la entrega no se puede proporcionar un vehículo de la categoría reservada, la empresa de alquiler se reserva el derecho de proporcionar un vehículo de tamaño y equipamiento similares o superiores. Esto no supondrá ningún coste adicional para el arrendatario. Si se ofrece al arrendatario un vehículo más pequeño y este lo acepta, se le aplicará un descuento adecuado. Este descuento se determinará de forma individual y su importe se basará en las funcionalidades y el equipamiento de los vehículos comparables. Además, estos descuentos se basan en la disponibilidad y los precios de los distintos modelos y, por lo tanto, pueden estar limitados a un importe determinado.

Al recibir el vehículo, el arrendatario está obligado a realizar una comprobación inicial de la autocaravana. Para ello, el arrendatario debe comprobar las funciones más importantes de la autocaravana. El arrendatario debe documentar los daños ya existentes. A continuación, se realiza una inspección conjunta del vehículo con un empleado de la empresa de alquiler y las conclusiones acordadas conjuntamente se confirman mediante la firma del arrendatario y del empleado en el acta de entrega. No se tendrán en cuenta los daños detectados posteriormente y dichas reclamaciones no tendrán ninguna posibilidad de prosperar.

El arrendatario también está obligado a realizar una comprobación del equipamiento. Para ello, el arrendatario debe comprobar si el siguiente equipamiento está disponible y en buen estado de funcionamiento:

- cuñas niveladoras
- bidón de agua y tapón de llenado
- cable de alimentación exterior con adaptador
- cepillo de mano y pala
- botella de gas
- una mesa y dos sillas de camping
- persianas
- Solbio-botella
- manivela para toldo

La arrendadora no se hace responsable del equipo perdido o defectuoso que el arrendatario no haya comunicado antes de la salida.

Al finalizar el periodo de alquiler, el arrendatario está obligado a devolver el vehículo en el lugar y a la hora acordada en el contrato de alquiler. Si el vehículo alquilado no se devuelve en el día acordado en el contrato de alquiler y si el arrendatario no notifica inmediatamente el motivo de la devolución tardía, el arrendador debe suponer que el arrendatario está utilizando el vehículo alquilado de manera ilegal. El arrendador tiene entonces derecho a presentar una denuncia ante la autoridad competente.

Al devolver la camper, el arrendatario está obligado a inspeccionar el vehículo alquilado junto con un representante del arrendador. En esta inspección se anotan todos los daños del vehículo que no es incluyeron en el informe de situación a la devolución del vehículo. En caso de daño y en el plazo de 14 días contados a partir de la devolución, el arrendador hace un cálculo. Si en la inspección del vehículo no se apreciaron daños ocultos, p. ej. por suciedad exterior, la devolución sin salvedad del vehículo no constituirá reconocimiento de deuda negativo para el arrendador.

El vehículo de alquiler debe devolverse con el depósito lleno. Si el depósito no está completamente lleno, el arrendatario deberá abonar el siguiente importe en función del nivel de llenado existente:

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0 % a 25 % de llenado de depósito existente: 199,00 EUR

Del 25 % al 50 % de llenado del depósito existente: 154,00 EUR

50 % a 75 % de llenado del depósito existente: 109,00 EUR

75 % a 99 % de llenado del depósito existente: 64,00 EUR

El arrendador puede deducir el importe directamente de la fianza.

Antes de proceder a la devolución del vehículo al arrendador, deberá procederse a:

- limpiar el vehículo por dentro (aspirado y limpieza de superficies) («**Limpieza de interior**»);
- limpiar cualquier macha o suciedad considerable del exterior del vehículo (p. ej. cantidad considerable de lodo o barro), y
- deberá vaciarse el baño fijo instalado en el vehículo y/o el baño portátil, así como los depósitos de agua potable y aguas negras del vehículo de alquiler («**Vaciado**»).

El arrendador se hará cargo de la limpieza interna y externa que no esté dentro de este alcance.

Los gastos de limpieza que resulten por no proceder a la limpieza, o por realizar una limpieza no ajustada a la definición proporcionada en este contrato, así como por suciedad excesiva o por no haber procedido al vaciado del baño portátil o de los depósitos de agua potable o aguas negras, se cobrarán conforme a lista de precios de limpieza («**Lista de precios**») (dicha lista de precios podrá solicitarse en el lugar de entrega del vehículo). El arrendatario deberá probar que el vehículo no ha sufrido daños, o que dichos daños son de importe inferior al de los gastos de limpieza extraordinaria.

Al reservar un Roadsurfer Rallye, se acuerdan de forma fija el lugar de recogida y devolución, así como la hora de recogida y devolución. No se puede desviar de este acuerdo.

9. Deber de cuidado y de diligencia

El arrendatario está sujeto al deber de diligencia en lo que respecta al objeto alquilado y está obligado a seguir escrupulosamente las instrucciones de funcionamiento del vehículo y de todos los aparatos instalados. El arrendatario debe tratar el vehículo con cuidado y seguir todos los reglamentos y normas técnicas aplicables, así como cerrar siempre el vehículo correctamente y protegerlo contra robos. El arrendador se compromete específicamente a cumplir las normas de tráfico existentes en cada país. Solo se permite conducir con bombona de gas si está asegurada o desbloqueada.

El arrendatario y los acompañantes tienen la responsabilidad de cumplir con las normas de cambio de divisa, salud, peajes, pasaporte, visado, tráfico y aduanas. Cualquier coste o desventaja que pueda resultar de la inobservancia de las normas correrá a cargo de estas personas.

Está prohibido fumar en el vehículo. Si se incumple la prohibición de fumar en el vehículo, se aplicarán cargos por dicho incumplimiento; las tarifas aplicadas serán las establecidas en la Lista de precios de limpieza (dicha lista de precios podrá solicitarse en el lugar de entrega del vehículo), que podrán también deducirse de la fianza. El arrendatario tendrá

la carga de probar que el vehículo no ha sufrido daños, o que el importe de los daños sufridos es considerablemente inferior al de la tarifa de limpieza aplicada por incumplir la prohibición de fumar.

Las mascotas, sobre todo los perros, solo se pueden llevar en las furgonetas diseñadas y marcadas especialmente para dueños de animales de compañía. Estas podrán alquilarse con cargos adicionales. En el resto de furgonetas -que no estén marcadas como «apta para perros»- no está permitido llevar animales. Si el arrendatario incumple esta norma, deberá hacerse cargo de todos los costes adicionales de limpieza (retirada de pelos de animal, tratamiento con ozono, etc.) cuyas tarifas aparecerán en la Lista de precios (dicha lista de precios podrá solicitarse en el lugar de entrega del vehículo) y pagar 500 € por la pérdida de valor del vehículo. Si una furgoneta «apta para perros» presenta arañazos o está especialmente sucia después de transportar un animal de compañía, el arrendador también se reserva el derecho de cobrar al arrendatario posteriormente la correspondiente pérdida de valor del vehículo y los gastos de limpieza. El arrendatario tendrá la carga de probar que el vehículo no ha sufrido daños, o que el importe de los daños sufridos es considerablemente inferior.

10. Reparación y mantenimiento

Durante el período de alquiler, el arrendatario está obligado a tomar todas las medidas necesarias para mantener la camper en el estado en que se encontraba cuando la alquiló. El arrendatario prestará atención a las luces de advertencia de la pantalla del vehículo y tomará todas las medidas necesarias de acuerdo con las instrucciones de funcionamiento.

En particular, el arrendatario está obligado a comprobar el nivel de aceite, el nivel de agua de refrigeración, la presión de los neumáticos y el estado de los mismos antes y durante el viaje.

Los gastos corrientes de mantenimiento, como el combustible del vehículo de alquiler, corren a cargo del arrendatario durante el período de alquiler acordado. Los costes de los servicios de mantenimiento prescritos y de las reparaciones necesarias por desgaste correrán a cargo del arrendador.

Si la camper está equipada con un depósito de AdBlue, el arrendatario recibirá la camper con el depósito de AdBlue lleno al inicio del viaje y estará obligado a devolver la camper con el depósito de AdBlue lleno. En caso de no devolver la camper con el depósito de AdBlue lleno, el arrendatario deberá abonar un importe global de 50,00 EUR por el llenado del depósito de AdBlue por parte del arrendador.

El arrendatario está obligado a llenar el depósito de AdBlue por su cuenta y sin demora cuando se enciendan las señales de advertencia.

Cuando el arrendador calcule el importe global por el llenado del depósito de AdBlue, el arrendatario tendrá derecho a demostrar que no se han producido gastos o que éstos han sido inferiores.

Se prohíbe toda modificación o intervención mecánica en la camper sin el consentimiento previo por escrito del arrendador. En caso de violación de esta regla, el arrendatario está obligado a pagar los gastos necesarios para devolver el vehículo al estado en que se encontraba cuando fue alquilado.

Apartado A.

Las reparaciones que sean necesarias para garantizar la seguridad operacional o de tráfico del vehículo solo podrán ser encargadas por el arrendatario con el consentimiento del arrendador durante el período de alquiler. El arrendador correrá con los gastos de la reparación siempre y cuando se presenten los recibos correspondientes, a menos que el arrendatario sea responsable de los daños.

11. Responsabilidad del arrendatario y seguro

En caso de accidente, pérdida, robo o utilización indebida del vehículo de alquiler (p. ej. conducir por carreteras sin pavimentar) o incumplimiento de las obligaciones contractuales de conformidad con los artículos 2, 8, 9 y 10 de estas CGC, el arrendatario será responsable de los gastos de reparación en que incurra como consecuencia, en caso de pérdida total del valor de sustitución del vehículo de alquiler menos el valor residual, a menos que el arrendatario no sea responsable de la ocurrencia de los daños. Además, el arrendatario también es responsable de cualquier daño consecuente, en particular la depreciación, los gastos de grúa y rescate, y los servicios de perito. La responsabilidad del arrendatario se extinguirá de conformidad con las disposiciones legales.

El vehículo de alquiler está asegurado contra responsabilidad civil y a todo riesgo. La suma de cobertura del seguro de responsabilidad civil asciende a 100 millones de euros. Se aplican los siguientes importes de cobertura diferentes al recoger un vehículo en los siguientes países:

- Recogida en el Reino Unido: La responsabilidad por daños materiales está limitada a 5 millones de libras esterlinas (GBP).
- Recogida en Portugal: la cobertura de responsabilidad civil se limita a 50 millones de euros.

El arrendador estará autorizado a cumplir o defender las reclamaciones por daños y perjuicios que se hagan valer contra el arrendatario en nombre de este y a hacer todas las declaraciones que le parezcan apropiadas a tal fin dentro del ámbito de su debida discreción.

Si se hacen valer reclamaciones contra el arrendatario fuera o dentro de los tribunales, el arrendatario está obligado a denunciarlo inmediatamente después de que se haga valer la reclamación. En el caso de las reclamaciones hechas en el tribunal, el arrendador se encargará de dirigir el litigio. El arrendador tendrá derecho a contratar un abogado en nombre del arrendatario, a quien deberá otorgar un poder y proporcionar toda la información necesaria y los documentos solicitados.

El arrendador indemnizará al arrendatario de acuerdo con los principios de una póliza de seguro a todo riesgo basada en las condiciones de muestra actualmente válidas de las Condiciones Generales del Seguro de Vehículos con una franquicia más un coste por daños y perjuicios de 49 € (por daño) sobre el vehículo de alquiler. El arrendatario puede demostrar que el arrendador no ha sufrido ningún daño o que el daño es considerablemente inferior a la tarifa fijada.

La exención de responsabilidad cubre los daños causados por accidente, es decir, por un acontecimiento repentino que actúa directamente desde el exterior con fuerza mecánica; los daños operacionales y los daños por rotura pura no son daños accidentales. Asimismo, los daños entre un vehículo tractor y un vehículo remolcado o un remolque sin impacto externo no se consideran daños accidentales.

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Por lo tanto, la exención de responsabilidad no cubre en particular los daños causados por un error de conmutación o de carga de combustible inapropiado (tanque de agua o tanque de combustible diésel), uso indebido (p. ej. conducir por carreteras sin pavimentar) o por la carga.

Tampoco están cubiertos por la exención de responsabilidad los daños al toldo, al interior del vehículo de alquiler o al techo elevable, incluida la tienda del techo, causados por errores de funcionamiento.

Toma nota de la siguiente información:

- Nunca extiendas el toldo con viento fuerte o lluvia y nunca lo dejes desatendido cuando esté abierto. El arrendatario deberá asumir los costes de un nuevo toldo con su respectiva instalación en caso de incumplimiento. Estos costes pueden exceder el importe de la fianza.
- Si se llena el depósito de agua con diésel, no se podrá limpiar el sistema. Debe ser reemplazado completamente. Esto incluye tanques, caldera, bomba, grifos y tuberías. Los gastos los asumirá en su totalidad el arrendatario. El arrendatario también es responsable de cualquier daño resultante del vehículo de alquiler y sus accesorios. Lo mismo se aplica si el depósito de combustible diésel se llena de manera indebida.

El arrendatario es plenamente responsable -e independiente de su culpa- de los siguientes daños, por lo que la responsabilidad puede limitarse parcialmente o excluirse mediante los correspondientes paquetes de cobertura (punto 13):

Daños a los neumáticos: Los costes de daños en los propios neumáticos o del montaje de los neumáticos también correrán a cargo del arrendatario. La rueda de repuesto del vehículo de alquiler no puede ser montada por el propio arrendatario, sino solo por un servicio de grúa o de reparación de averías;

Daños en las parabrisas: Los daños en las parabrisas por desprendimiento serán reparados o reemplazados dependiendo del tamaño y la ubicación;

Daños por robo: Todos los daños al vehículo ocasionados por terceros que no se puedan prevenir;

Daños relacionados con las condiciones climáticas: Daños inevitables por condiciones climáticas adversas (granizo, lluvia, vientos fuertes, etc.);

Daños en el interior del vehículo;

Daños en el chasis y/o de la carrocería: Cubre daños en la superficie exterior (abolladuras, rayones, grietas, etc.) y en las partes del chasis (frenos, ejes, tanque de combustible, etc.).

Queda **excluida cualquier limitación o exclusión** de responsabilidad por los siguientes daños cubiertos por los paquetes de protección (apartado 13):

- Daños en el toldo (normalmente debido a errores de manejo)

- Daños en el techo causados por no respetar las alturas de paso

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• Daños en el vehículo causados de forma intencionada o por negligencia grave

• Daños causados por un repostaje incorrecto (depósito de agua o depósito de combustible diésel)

Otros daños: Los daños que se producen por conducir por carreteras sin pavimentar, incluyendo los gastos así devengados, p. ej. el rescate, servicio de grúa o daños en los neumáticos. Se excluye una limitación de estos daños por los paquetes de cobertura (cláusula 13).

No hay cobertura de seguro para los daños al vehículo causados por el uso de ferris o trenes automotores. Todos los gastos de los daños ocasionados en los respectivos medios de transporte correrán a cargo del arrendatario. El arrendatario está obligado a informar al arrendador de los daños causados por el transporte en el ferry y en otros medios de transporte.

La franquicia a pagar por el Arrendatario es en principio de 3000€. El Arrendatario tiene la posibilidad de reducir los importes de la franquicia en varios paquetes sin franquicia ofrecidos por el arrendador en su página web en la sección de Servicios; en el punto 13 se ofrece información más detallada al respecto.

El arrendatario es plenamente responsable en caso de incumplimiento intencional de las obligaciones contractuales, en particular de los daños causados por el uso de un conductor no autorizado, acontecidos en un país no permitido, o el uso del vehículo de alquiler para fines prohibidos. Si el arrendatario ha cometido intencionadamente un atropello con fuga o ha violado sus obligaciones de acuerdo con el artículo 12, también será plenamente responsable, a menos que la violación no influya en la determinación de los daños. En caso de violación de una obligación contractual por negligencia grave, el arrendatario es plenamente responsable si causa el daño intencionalmente. Si causa el daño por negligencia grave, será responsable en una proporción correspondiente a la gravedad de su falta; la carga de la prueba de la ausencia de negligencia grave recaerá en el arrendatario.

En todos los demás aspectos, el arrendatario es el responsable según las normas legales.

El arrendador cuantificará y liquidará las reclamaciones sobre la base de las estimaciones de costes de un taller autorizado alemán o por su propio personal especializado utilizando un programa informático estándar para el cálculo de reclamaciones (SilverDAT) y sobre la base de la estructura de costes de un taller autorizado en la sede del arrendador.

Para la liquidación de un daño de cualquier tipo que se haya producido durante el período de alquiler y que tenga que ser procesado por el propietario, se cobrará una tasa de tramitación de 49 €.

El estacionamiento prematuro de los vehículos de alquiler en o cerca de la oficina de alquiler (ya sea un local público o privado) será a riesgo propio. El arrendador no es responsable de los daños que se produzcan hasta el final oficial del período de alquiler.

En caso de pérdida de los documentos del vehículo, el arrendador cobrará una tasa de tramitación de 200 €. En caso de pérdida de la llave, el arrendador cobrará una tasa de tramitación de 1.000 €.

12. Accidentes y daños

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Apartado A.

En caso de avería o mal funcionamiento del vehículo alquilado (por ejemplo, si se enciende la luz del motor o se pincha una rueda), deberá ponerse en contacto con la línea directa de la empresa de alquiler o con la garantía de movilidad para aclarar el procedimiento a seguir.

El arrendatario está obligado a informar de inmediato por escrito a roadsurfer GmbH de cada desperfecto que sufra el vehículo durante el periodo de alquiler, informando de todos los detalles del suceso que haya provocado dichos desperfectos. El informe del accidente debe contener, en particular, los nombres y direcciones de las personas involucradas y de los posibles testigos, así como los números de matrícula y los datos del seguro de los vehículos implicados. Para ello, el arrendatario rellenará cuidadosa y verazmente todos los puntos del formulario de informe del accidente en la guantera de los documentos del vehículo. Este formulario también puede solicitarse al arrendador en cualquier momento por teléfono o a través de la página web del arrendador. El arrendatario debe enviar inmediatamente el formulario escaneado a assistance@roadsurfer.com.

En caso de que el arrendatario no cumpla con esta obligación, el arrendador se reserva el derecho de cobrarle una penalización de 1000 €. Además, habrá una posible responsabilidad de acuerdo con la cláusula 11.

En caso de accidente, incendio, robo, daño causado por animales de caza u otros daños, el arrendatario deberá además informar de inmediato a la policía local. Esto también aplica para accidentes en los que el arrendatario es el único responsable, sin la intervención de terceros. Si el arrendatario no da parte de los daños a la policía, será totalmente responsable de todos los perjuicios económicos que resulten para el arrendador. No se deberán reconocer las reclamaciones de las partes contrarias.

Aparte del parte europeo estandarizado de accidente, no se podrá firmar ningún otro documento relacionado con el accidente.

Si se detectan daños durante el viaje, se informará inmediatamente al arrendador por correo electrónico. En caso de que sea necesaria una reparación, se deberá aparcar el vehículo de alquiler inmediatamente antes de que se produzcan más daños. La continuación del viaje, incluso hasta el siguiente garaje, solo se permite con el consentimiento previo del arrendador. Esto no se aplica si, de acuerdo con la naturaleza del daño, puede excluirse el daño consecuente.

Si el arrendatario lleva el vehículo de alquiler a un taller o lo hace llevar a un taller, se debe informar inmediatamente al arrendador, durante el horario de trabajo de este y antes de que se emita la orden de reparación, sobre el taller, la duración y los costes de la reparación. Hay que esperar la aprobación de la reparación. El arrendador solo asumirá los gastos de la reparación si esta ha sido aprobada por el arrendador previamente y solo tras presentación de los recibos correspondientes. El arrendador debe ser informado inmediatamente de la dirección exacta de contacto del taller.

13. Paquetes de cobertura

Al reservar los paquetes de cobertura, el arrendatario tiene la posibilidad de reducir su responsabilidad de acuerdo con la sección 11. Cada reserva incluye automáticamente el **paquete de cobertura "Basic"**. Este incluye los siguientes componentes:

- Franquicia de 3000 € por siniestro
- Número ilimitado de kilómetros

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- Un conductor adicional sin gastos extras
- Servicio de movilidad: En caso de averías en el país y en el extranjero, el arrendador se esforzará por proporcionar un coche de sustitución o hacer que se lleve a cabo una reparación lo antes posible
- Servicio de averías: Todos los servicios se organizarán únicamente por y a discreción del arrendador y se coordinarán utilizando la línea directa del arrendador y/o la garantía de movilidad.

Si se añade el **paquete de cobertura "Plus"**, el arrendatario tiene derecho, además de las prestaciones del paquete de cobertura "Basic", a los siguientes servicios adicionales:

- Un segundo conductor adicional sin gastos extras
- La franquicia (véase el punto 11) se reduce a 800 € por siniestro

Si se añade el **paquete de cobertura "Max"**, el arrendatario tiene derecho a los siguientes servicios adicionales:

- Número ilimitado de conductores adicionales (limitado al número de pasajeros previsto para cada vehículo)
- La franquicia (véase el punto 11) se reduce a 150 € por siniestro
- Seguro para parabrisas grande: No hay responsabilidad del arrendatario por daños en el parabrisas debidos a caída de piedra
- **Daños en las parabrisas:** el arrendatario no es responsable de las reparaciones ni de la sustitución del ventanas
- **Daños en los neumáticos:** el arrendatario no se hace responsable de los daños en los neumáticos.
- **Protección contra robo**: Todos los daños al vehículo ocasionados por terceros que no se puedan prevenir. Se requiere un informe policial o registro oficial.

Aunque la responsabilidad se reduzca al reservar el paquete de cobertura "Plus" o el paquete de cobertura "Max", las normas de responsabilidad general según la sección 11 se aplican en caso de que el arrendatario sea responsable de los daños. En particular, el arrendatario es plenamente responsable del incumplimiento de una obligación contractual por negligencia grave si causa el daño intencionadamente. Si causa el daño por negligencia grave, será responsable en una proporción correspondiente a la gravedad de su falta; la carga de la prueba de la ausencia de negligencia grave recaerá en el arrendatario.

14. Responsabilidad del arrendatario

Toda responsabilidad del arrendador por el incumplimiento de sus obligaciones contractuales se limita a la intención y la negligencia grave, incluida la intención y la negligencia grave de sus representantes y auxiliares ejecutivos. El arrendador será responsable, de conformidad con las disposiciones legales, en caso de incumplimiento de una obligación contractual esencial (obligación cardinal). En este caso, la responsabilidad se limita al alcance de la indemnización por los daños previsibles típicos del contrato. La responsabilidad por daños culposos a la vida, el cuerpo o la salud no se verá afectada.

El arrendador pondrá a disposición el vehículo de alquiler en el momento del alquiler. En caso de que el vehículo alquilado no esté disponible al comienzo del viaje por cualquier motivo, el arrendador proporcionará un vehículo de sustitución adecuado. En caso de que esto tampoco sea posible, los pagos realizados serán devueltos al arrendatario.

Apartado A.

Dentro de los límites de lo posible, el arrendador tratará de proporcionar al arrendatario un vehículo de sustitución en caso de daños o reparaciones durante el período de alquiler en curso, siempre que esté disponible. Excepto por los daños debidos a defectos iniciales, el alquiler debe seguir pagándose incluso durante un caso de daños o de taller, una reducción según el § 536 BGB (Código Civil alemán) queda excluida a este respecto. Los días de taller necesarios o los días de vacaciones perdidos debido a daños ocurridos durante un período de alquiler no se reembolsarán al arrendatario.

Si el arrendatario deja objetos al devolver el vehículo de alquiler, el arrendador solo está obligado a conservarlos si ello es razonable y el arrendatario está obligado a asumir los gastos.

Si los vehículos privados se estacionan excepcionalmente en los terrenos del arrendador, este no asume ninguna responsabilidad por daños o robos.

15. Cargos de peaje

El arrendatario se tiene que encargar de pagar todos los peajes y/o tasas de registro directamente en el lugar, por adelantado mediante transferencia bancaria o a través de tarjeta de crédito. Antes de visitar el país de vacaciones, el arrendatario se compromete a informarse sobre los peajes y las zonas medioambientales y, si es necesario, a registrarse con antelación. Para viajar a Noruega, el arrendatario debe informarse primero sobre los medios de pago en www.autopass.no. Además, el arrendatario está obligado a registrarse en www.epass24.com antes de entrar en el país. Para viajar a Suecia, el arrendatario debe registrarse con antelación en www.epass24.com. El número de matrícula del vehículo puede añadirse a la matrícula después de entregar el vehículo de alquiler.

Si el arrendatario comienza desde una de oficina de roadsurfer en Francia, el vehículo ya está equipado con una placa ambiental (Crit' Air). Si el arrendatario desea ir a Francia con un vehículo alquilado en una oficina de roadsurfer fuera de Francia, deberá notificarlo al arrendador al menos una semana antes del comienzo del período de alquiler para obtener la información necesaria sobre el vehículo. En Portugal, el registro o la compra de una Toll Card (tarjeta de peaje) www.portugaltolls.com es solo necesario si el arrendatario conduce por una ruta con peajes electrónicos. Estas rutas están especialmente marcadas.

Para viajar a Austria, el arrendatario debe comprobar si el vehículo ya dispone de una viñeta válida. Si el vehículo no dispone de una viñeta válida, el arrendatario deberá adquirirla por su cuenta y colocarla en el vehículo.

En caso de incumplimiento, el arrendatario deberá abonar inmediatamente la correspondiente reclamación de pago. La arrendadora cobrará por cada reclamación de pago una tasa administrativa de 34,99 € además de los peajes y las posibles multas que deban abonar los arrendatarios. El inquilino tiene derecho a demostrar que no se ha producido ningún daño o que este es considerablemente menor.

16. Almacenamiento de datos personales

En el curso de la ejecución o cumplimiento del contrato con el arrendatario, es necesario que el arrendador procese los datos personales del arrendatario. El alcance del tratamiento de los datos, así como la base jurídica pertinente y la información adicional de conformidad con el artículo 13 del RGPD, pueden consultarse en la declaración de

protección de datos del arrendador. Esto está disponible en: https://roadsurfer.com/es-es/proteccion-de-datos/.

Para verificar la identidad al celebrar y ejecutar el contrato de alquiler, tratamos datos personales sobre la base del artículo 6, apartado 1, letra b) del RGPD. Otros tratamientos (por ejemplo, para prevenir abusos o conservar pruebas) se realizan sobre la base de intereses legítimos de conformidad con el artículo 6, apartado 1, letra f) del RGPD. Para más información, consulte la política de privacidad del arrendador.

En principio no se transmitirán datos a terceros.

Sin embargo, las autoridades gubernamentales o los proveedores de servicios privados (por ejemplo, los operadores de aparcamientos, de peaje) pueden solicitarnos que facilitemos estos datos en casos concretos.

Como resultado del uso de un dispositivo de navegación, los datos de navegación introducidos durante el período de alquiler pueden almacenarse en el vehículo de alquiler si es necesario. Si se conectan teléfonos móviles u otros dispositivos al vehículo de alquiler, los datos de estos dispositivos también pueden almacenarse en el vehículo de alquiler. Si el arrendatario desea que los datos mencionados no se almacenen más en el vehículo de alquiler después de la devolución del mismo, debe asegurarse de que se eliminen antes de devolver el vehículo. La eliminación se puede efectuar restableciendo los sistemas de navegación y comunicación del vehículo a los ajustes de fábrica. Las instrucciones se encuentran en el manual de instrucciones que se encuentra en la guantera. El arrendador no está obligado a eliminar los datos mencionados.

17. Prohibición de cession; Propiedad del vehículo

No está permitida la cesión de derechos derivados del contrato de alquiler a terceros, tales como la pareja u otros compañeros de viaje. Lo mismo ocurre con el ejercicio de otros derechos en nombre propio.

Para todos los vehículos de alquiler que se recogen en Suiza, señalamos que la propiedad del respectivo vehículo de alquiler fue transferida primero de roadsurfer GmbH a roadsurfer One Vehicle GmbH. Además, señalamos en nombre de roadsurfer One Vehicle GmbH que la propiedad del vehículo de alquiler fue transferida posteriormente de roadsurfer One Vehicle GmbH a Intertrust Trustees GmbH con fines de financiación.

Para todos los vehículos de alquiler que se recojan en Suiza, señalamos,

a) que la propiedad del respectivo vehículo de alquiler ha sido transferida de nuevo de Intertrust Trustees GmbH a roadsurfer One Vehicle GmbH debido a un acuerdo contractual. Además, señalamos en nombre de roadsurfer One Vehicle GmbH que la propiedad del vehículo de alquiler fue posteriormente transferida de nuevo de roadsurfer One Vehicle GmbH a Roadsurfer GmbH; y

b) que la titularidad fue posteriormente transferida de roadsurfer GmbH a roadsurfer One Vehicle GmbH y posteriormente transferida de roadsurfer One Vehicle GmbH a Intertrust Trustees Limited con fines de financiación; y

c) a la entrega del Vehículo alquilado, el Arrendatario recibe instrucciones de retener el Vehículo alquilado en nombre de roadsurfer One Vehicle GmbH e Intertrust Trustees Limited;

d) las reclamaciones existentes y/o futuras de roadsurfer Switzerland Ltd. contra el asegurador del automóvil en virtud del contrato de seguro del automóvil son y serán cedidas a roadsurfer One Vehicle Ltd. Además, estos créditos son cedidos por roadsurfer One Vehicle GmbH a Intertrust Trustees Limited.

Para todos los vehículos de alquiler a recoger en el Reino Unido señalamos: las reclamaciones existentes y / o futuras de Roadsurfer UK Limited del contrato de seguro del automóvil contra el asegurador del automóvil son y serán cedidas a roadsurfer One Vehicle GmbH. Además, estos créditos son cedidos por roadsurfer One Vehicle GmbH a Intertrust Trustees Limited.

18. Resolución de litigios, jurisdicción competente, prescripción y cláusula de salvaguardia

La Comisión Europea ha creado una plataforma para la resolución extrajudicial de litigios en línea en materia de consumo en https://consumer-redress.ec.europa.eu/site-relocation_en. Roadsurfer no participará en ningún procedimiento de resolución de litigios ante un organismo de conciliación de consumo y tampoco está obligado a hacerlo.

El lugar de jurisdicción para todas las disputas derivadas de este contrato es Múnich, siempre que el arrendatario sea un comerciante, una persona jurídica de derecho público o un patrimonio especial de derecho público.

Si el accidente ha sido registrado por la policía, las reclamaciones de daños y perjuicios del arrendador contra el arrendatario solo se harán efectivas después de que el arrendador haya tenido la oportunidad de inspeccionar el expediente de la investigación. El plazo de prescripción comienza como muy tarde seis meses después de la devolución del vehículo de alquiler.

Section B.

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

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

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.

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; (i) for travel outside of the United States or Canada, **specifically excluding travel into Mexico**; (o) when loaded beyond its capacity as determined by the manufacturer of the Equipment; (k) on unpaved surfaces, except at designated campgrounds; (l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by

local law; (n) when the odometer has been tampered with or disconnected; (o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment; (p) in a manner that causes damage to the Equipment due to inadequately secured cargo; (q) after an accident with the Equipment unless and until Renters summen the police to the accident scene; and (r) for anyone sitting, standing or lying on the roof of the Equipment.

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

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

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

2. Authorized Vehicle Drivers

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

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

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

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

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

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

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 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 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).

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.

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.

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- 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.

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.

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.

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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.

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 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 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.

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 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 according to the price list for cleaning fees (the "**Price List**") (the applicable Price List for cleaning fees is available at the agreed handover location on handover) 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, 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 price list for cleaning fees (the applicable Price List for cleaning fees is available at the agreed handover location on handover) 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 price list for cleaning fees (the applicable Price List for cleaning fees is available at the agreed handover location on handover) 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 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.

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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.

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

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

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

11. Insurance

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

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

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

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

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.

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

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

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

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

Please note the following with respect to the rented vehicle:

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

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

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

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

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

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

Damage to the interior of the vehicle;

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

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

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

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

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

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

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

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

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

12. Accidents and Damages

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

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

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

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

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

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

13. Protection Packages

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

- The regular excess fee pursuant to Section 11 and according to the Fee Table applies
- Unlimited number of miles/kilometres

Section B.

- An additional driver without any surcharge
- Mobility service: In the event of a breakdown, the Rental Firm shall endeavour to provide a replacement car or to have the rented vehicle repaired as quickly as possible
- Breakdown assistance: All services shall be initiated only by the Rental Firm, and at its discretion, and shall be subject to agreement by way of use of the Rental Firm's 24-hour hotline.

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

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

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

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

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

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

14. Roadsurfer Liability; Indemnity; Waiver

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

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

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

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

You shall defend, indemnify, and hold us, our parent and affiliated companies harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner

from this rental transaction or from the use of the vehicle by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such losses.

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

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

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

15. Toll Charges

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

Not covered by the Toll Access option:

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

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. 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.

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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

Section B.

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

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

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

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

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
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 $	34,99 EUR
7.	Excess fee per hour	56 $	50 EUR
7.	Excess fee maximum per 24 hours	545 $	500 EUR
8.	Unauthorized return location fee	760 $	700 EUR
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 220 $ 25 % to 50 % existing tank filling: 160 $ 50 % to 75 % existing tank filling: 120 $ 75 % to 99 % existing tank filling: 70 $	0 % to 25 % existing tank filling: 200 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	250 $	230 EUR
8.	Fresh water or waste water not emptied	75 $	50 EUR
11.	Damage fee per damage	55 $	49 EUR
11.	Regular excess fee per claim	1649 $	1500 EUR
11.	Handling fee per damage	55 $	49 EUR
11.	Lost registration flat rate handling fee	220 $	200 EUR
11.	Lost key flat rate handling fee	1090 $	1000 EUR
12.	Contractual penalty for defective or missing damage report	1090 $	1000 EUR
13.	**Basic package:** regular fee per claim	3.000 $	3.000 EUR
13.	**Plus package**: Regular excess fee per claim	800 $	800 EUR
13.	**Max package**: regular excess fee per claim	150 $	150 EUR

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The applicable Price List for cleaning fees is available at the agreed handover location on handover.

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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.

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.

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

The Renters and Authorized Drivers shall not use or permit the use of the Vehicle: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (c) by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Equipment; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, to teach anyone to drive, or to carry objects on the roof of the Equipment; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal materiel; (i) for travel outside of the United States or Canada, **specifically excluding travel into Mexico**; (o) when loaded beyond its capacity as determined by the manufacturer of the Equipment; (k) on unpaved surfaces, except at designated campgrounds; (l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by

local law; (n) when the odometer has been tampered with or disconnected; (o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment; (p) in a manner that causes damage to the Equipment due to inadequately secured cargo; (q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and (r) for anyone sitting, standing or lying on the roof of the Equipment.

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

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

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

2. Authorized Vehicle Drivers

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

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

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

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

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

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

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).

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:

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• **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.

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The hirer is entitled to rebook several times.

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

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

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

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

The following conditions apply to the cancellation vouchers:

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

6. Payment Method and Deposit

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

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

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

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

Additional charges or costs (e.g., special flat rate cleaning fees according to the Price List for cleaning fees, which is available at the agreed handover location), plus any applicable Sales Taxes, shall be invoiced when the vehicle

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

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

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

7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period 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, 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.

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 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.

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.

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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 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 and applicable Sales Taxes according to the price list for cleaning fees (the "**Price List**") (the applicable Price List for cleaning fees is available at the agreed handover location on handover) 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, 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 price list for cleaning fees (the applicable Price List for cleaning fees is available at the agreed handover location on handover) 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 price list for cleaning fees (the applicable Price List for cleaning fees is available at the agreed handover location on handover) 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 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.

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 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

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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:

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

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

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

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

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

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

Damage to the interior of the vehicle;

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

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

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

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

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

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

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

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

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

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.

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

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

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

13. Protection Packages

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

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

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

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

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

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

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

- Not fulfilling age requirements,
- Driving the vehicle without a rental agreement, in breach or violation of the rental agreement,

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- 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.

14. Roadsurfer Liability; Indemnity; Waiver

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

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

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

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

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

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

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

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

15. Toll Charges

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

Not covered by the Toll Access option:

- If a Hirer rents a vehicle in Canada and crosses into the US, toll charges are not covered by the Toll Access add-on

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- 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. The Hirer is permitted that no damage occurred at all or that the damage incurred was significantly lower.

16. Privacy; Storage of Personal Data

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

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

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

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.

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18. Collections

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

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
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 $	34,99 EUR
7.	Excess fee per hour	56 $	50 EUR
7.	Excess fee maximum per 24 hours	545 $	500 EUR
8.	Unauthorized return location fee	760 $	700 EUR
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 220 $ 25 % to 50 % existing tank filling: 160 $ 50 % to 75 % existing tank filling: 120 $ 75 % to 99 % existing tank filling: 70 $	0 % to 25 % existing tank filling: 200 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	250 $	230 EUR
8.	Fresh water or waste water not emptied	75 $	50 EUR
11.	Damage fee per damage	55 $	49 EUR
11.	Regular excess fee per claim	1649 $	1500 EUR
11.	Handling fee per damage	55 $	49 EUR
11.	Lost registration flat rate handling fee	220 $	200 EUR
11.	Lost key flat rate handling fee	1090 $	1000 EUR
12.	Contractual fee for defective or missing damage report	1090 $	1000 EUR
13.	**Basic package:** regular fee per claim	3.000 $	3.000 EUR
13.	**Plus package**: Regular excess fee per claim	800 $	800 EUR

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13.	**Max package**: regular excess fee per claim	150 $	150 EUR

The applicable Price List for cleaning fees is available at the agreed handover location on handover.