

Terms and Conditions of Rental of motorhomebookers, a DERTOUR Deutschland GmbH brand

(Last updated March 2024)

The provisions that follow and the terms and conditions of rental ("Provider Terms") of the rental station or rental vehicle provider from which you take possession of the vehicle ("Rental Station") become part of the content of the **rental agreement** that comes into existence between you and us concerning the rental of cars, motorcycles, and RVs ("**Rental Agreement**"). They supplement and add further detail to the statutory provisions set down in Sec. 535 et seqq. of the German Civil Code (BGB). Provisions that deviate herefrom in the relevant service specifications, Provider Terms, and individual agreements take precedence over these Terms and Conditions of Rental.

1. Entry into Rental Agreement; responsibility for passengers and fellow travelers

- 1.1. The following applies to all booking channels (e.g., at a travel agency, directly with us, by phone, online, etc.):
 - a) This offer is based on our service specifications and the relevant Provider Terms, provided that these are in your possession at the time of booking. Intermediaries, the Rental Station, and/or the rental vehicle provider are not authorized or empowered to enter into any contracts or agreements on our behalf, provide information, or make representations or warranties that amend the agreed content of the Rental Agreement, go beyond the contractually promised services, or conflict with the service specifications. Service specifications not issued by us are not binding with respect to our obligation to perform unless they have been rendered part of the content of the Rental Agreement by way of an agreement with you.
 - b) You are obligated to take responsibility for all contractual obligations undertaken by travelers for whom you are making the booking in the same way as if they were your own obligations, to the extent that you have made this undertaking by way of an express separate declaration.
 - c) If the content of our rental confirmation deviates from that of the booking, the matter is deemed to constitute a new offer, by which we are bound for a period of ten days. The contract comes into existence on the basis of such new offer if we have made reference to the change with respect to the new offer and you declare your acceptance by way of an express declaration, or by making the payment, within the period for which the offer is binding.
- 1.2. The following applies to the booking, which can be made orally, by phone, in writing, or by e-mail, text message, or fax:
 - a) By placing your booking, you issue a binding offer to us to enter into the Rental Agreement.
 - b) The contract comes into existence upon receipt of our confirmation. At the time of entry into the contract or immediately thereafter, we will transmit confirmation to you on a permanent data storage medium that allows you to store the declaration unchanged in such a way that it is accessible to you in a reasonable period, e.g., on paper or by e-mail.
- 1.3. The following applies to entry into the contract in the case of bookings made via electronic transactions (e.g., Internet, app, telemedia):
 - a) The electronic booking process must be explained to you in the relevant application.
 - b) To correct your entries or delete or reset the entire booking form, a corresponding correction option must be available to you, and the use thereof must be explained to you.
 - c) The languages available for the contract to carry out the electronic booking must be stated.
 - d) Where we store the text of the contract, you must be notified thereof and of the possibility of accessing the contractual text later on.
 - e) By activating the button labeled "Book and pay" or with similar wording, you issue a binding offer to us to enter into the Rental Agreement.
 - f) We will confirm receipt of your booking electronically without delay (confirmation of receipt).
 - g) Transmitting the booking registration by activating the button does not establish any claim on your part to a contract coming into existence.
 - h) The contract comes into existence as soon as you have received our confirmation on a permanent data storage

medium. If the confirmation is provided immediately after the "Book and pay" button is activated in that the confirmation appears immediately onscreen, then the Rental Agreement comes into existence when this confirmation is displayed. In this case, there is also no need for an interim notification of receipt of the booking in accordance with subsection (f) above, provided that the option of storage on a permanent data storage medium and to print the confirmation is offered to you. However, the binding nature of the Rental Agreement does not depend on your actually utilizing these options of storage or printing.

- 1.4. Please note that pursuant to the statutory provisions set down in Sec. 312 et seqq. BGB, there is no right of withdrawal with regard to the motor vehicle rental agreements offered by us that have been entered into as distance contracts (particularly by mail, phone call, fax, e-mail, text message, telemedia, or online services).
2. **Payment; rental documents**
 - 2.1. After conclusion of the Rental Agreement, a deposit of 20% of the rental price is due for payment. The balance is due 28 days before the start of the rental. For short-term rentals up to 28 days before the start of the rental period, the rental price is due for payment in full immediately. The rental price is to be understood as exclusive of all costs of consumption, including but not limited to fuel (gas, diesel), electricity, tolls, and parking charges. Unless expressly agreed otherwise, you are required to return the vehicle with at least the same fill level or charge status as existed at the time when you took possession of the vehicle. We and/or the Rental Station are entitled to charge reasonable compensation to make up for any shortfall, plus a surcharge for the time, effort, and expense associated therewith (energy costs, personnel costs, downtime when the vehicle is not available for use, etc.). If you do not return the vehicle at the agreed return point at the agreed return time, we and/or the Rental Station are entitled to charge one additional day's rent at the then-applicable rate for each day or portion thereof and to apply these charges accordingly to the payment method on file for you.
 - 2.2. In case of payment by credit card, your account will automatically be charged immediately after booking.
 - 2.3. If you do not remit payment in accordance with the agreed due dates although we are willing and able to perform properly as agreed and there is no statutory or contractual right to withhold payment on your part, we are entitled to rescind the Rental Agreement after issuing a warning notice and setting a deadline and to charge you for the costs of rescission in accordance with Sec. 4.2, second sentence, through 4.5. You will be deemed to be in default at the latest if you do not remit payment within 30 days after payment has fallen due and you have received an invoice or equivalent payment statement, provided that these consequences have been specifically pointed out to you in the invoice or payment statement. Such a notice is not required if you did not enter into the Rental Agreement as a consumer. If the time of receipt of the invoice or payment statement is uncertain, then you are deemed to be in default no later than 30 days after payment has fallen due and the product or service for which payment is due has been received, if you are not a consumer.
 - 2.4. In principle, the rental documents will be prepared about 21 days before the start of the rental, and within 24 hours where necessary in the case of short-term bookings. The rental documents will typically be transmitted by e-mail or in printed form to the travel intermediary via which you have booked the rental services or, by prior agreement to this effect, by e-mail or in printed form to you directly.
3. **Changes in services; availability**
 - 3.1. If no vehicle in the category you have booked is available, the Rental Station will provide you with a vehicle in a higher category where possible, at the agreed rental price (without a surcharge).
 - 3.2. Should it only be possible to provide a vehicle in a lower category and you agree to rent such a vehicle, you are entitled to a refund for the difference between the amount you paid and the rate valid at the time of delivery of the vehicle for a vehicle in the category provided.
 - 3.3. In the rare event that no vehicle is available, or if you do not agree to rent a vehicle in a lower category, you are entitled to a full refund for the amount you have paid. Please contact our customer service team for this.
 - 3.4. Should the Rental Station be unable to provide an extra feature that you have booked (such as a mobile navigation device), you are entitled to a refund for the amount you paid for the extra feature in question that cannot be provided.

3.5. The provisions of this Section are exhaustive unless non-waivable provisions of law dictate otherwise.

4. Cancellation by the customer; cancellation costs

- 4.1.** You can cancel your booking at any time before the date of the planned delivery of the vehicle. You must declare your cancellation to us. We recommend that you declare the cancellation on a permanent data storage medium.
- 4.2.** If you do not cancel before the date of the planned delivery of the vehicle and do not pick up the vehicle, you are not entitled to a refund. The rental price will be charged in full. In all cases, you are permitted to prove that neither we nor the Rental Station has sustained any damage and/or losses or that the amount of any damage and/or losses sustained by us or the Rental Station is significantly lower than the rental price.
- 4.3.** If you cancel your booking before the date of the planned vehicle delivery, we will charge you a cancellation fee. We have established a flat cancellation fee, taking into account the period between the declaration of cancellation and the planned start of the rental along with the expected savings on expenditures and expected earnings from utilizing the rental property for other purposes ("Flat Cancellation Fee"). For the Flat Cancellation Fees, please see Sec. 15 below.
- 4.4.** In all cases, you are permitted to prove that neither we nor the Rental Station has sustained any damage and/or losses or that the amount of any damage and/or losses sustained by us or the Rental Station is significantly lower than the Flat Cancellation Fee.
- 4.5.** We reserve the right to charge a higher, individually calculated cancellation fee instead of the foregoing Flat Cancellation Fees if we demonstrate that the time, effort, and costs involved at our end are significantly higher than the applicable Flat Cancellation Fee. In this case, we are obligated to set a concrete figure for the compensation being charged, taking into account the expenditures saved and less what we will earn by utilizing the rental property for other purposes, and to set out the reasons for this.

5. Rebookings; substitute participants

After the contract is entered into, you have no claim to changes, particularly with regard to the rental period, the location of vehicle delivery, or the type of vehicle (rebooking). If you wish to rebook – where possible – nonetheless, we generally incur the same costs as we would if you were to cancel. This means we are obliged to charge you the same costs as would have arisen for a cancellation at the time of your rebooking. In the case of other minor changes, however, we will charge only a processing fee of EUR 30/CHF 40. In this regard, you are permitted to demonstrate that we have not sustained any damage and/or losses or that the amount of any damage and/or losses we have sustained is significantly lower than the cancellation or processing fee.

6. Services not utilized

If, for reasons attributable to you, you do not utilize individual services that we were willing and able to provide as agreed, you have no claim to a partial refund for the rental price. This applies in particular in the event that the vehicle is returned early.

7. Termination for conduct-related reasons

We or the Rental Station can rescind the Rental Agreement or terminate it with immediate effect and refuse to deliver a vehicle if you conduct yourself in a way that gives reason to believe or fear that you or any of your passengers or fellow travelers are unable to participate safely in road traffic or that you or any of your passengers or fellow travelers pose a significant risk to the rental vehicle, yourself, or any of your passengers or fellow travellers or to other road users (for example, you or any of your passengers or fellow travelers are evidently under the influence of drugs or alcohol, conduct yourself or yourselves aggressively toward the staff of the Rental Station or other road users, for instance by threatening them, or have prior convictions for non-minor traffic offenses).

You have no claim to reimbursement in the event of termination or rescission pursuant to the provisions of this Sec. 7; the rental price will be charged in full. In all cases, you are permitted to prove that neither we nor the Rental Station has sustained any damage and/or losses or that the amount of any damage and/or losses sustained by us or the Rental Station is significantly lower than the rental price.

8. Termination for unmet requirements

Moreover, we or the Rental Station can rescind the Rental Agreement or terminate it with immediate effect and refuse to

deliver a vehicle if you are, or the intended driver is, unable to present to the Rental Station a driving license that meets the requirements for unaccompanied operation of a vehicle in the rented category in the location where the vehicle is being rented and is valid for the entire rental period or if you do not, or the intended driver does not, meet any minimum age requirement that may apply to the rental of rental vehicles in the category booked as applicable in the location of the Rental Station or as set down in our service specifications. The same applies in the event that a maximum age is exceeded or additional documents are required once a certain age is passed and these documents cannot be presented at the Rental Station.

If the documents you present at the Rental Station permit the rental and operation of a vehicle in a category other than that booked, the Rental Station will first endeavor to provide a vehicle in such a category if you agree to rent such a vehicle and one is available. However, there is no claim to provision of a vehicle in a category other than that booked. You are responsible for bearing any additional costs. There is no claim for a refund of any difference between the current rate for the actual vehicle provided and the rental price paid by you.

You have no claim to reimbursement in the event of termination or rescission pursuant to the provisions of this Sec. 8; the rental price will be charged in full. In all cases, you are permitted to prove that neither we nor the Rental Station has sustained any damage and/or losses or that the amount of any damage and/or losses sustained by us or the Rental Station is significantly lower than the rental price.

9. Renter's obligations of cooperation

9.1. Rental documents

Please let us or the travel intermediary via which you have booked the rental vehicle know promptly if you have not received the requisite rental documents within the time limits communicated.

9.2. Reporting defects; requests for remediation of defects

If the vehicle is not provided, or is not provided free of defects, by the Rental Station, you can request a remedy. Without prejudice to our obligation of performance, which takes precedence, your cooperation is required for this. You are therefore obligated to make every reasonable effort to contribute to eliminating the disruption and minimize or entirely prevent any damage and/or losses that may arise.

Where we have been unable to remedy the matter as a result of culpable failure to report a defect, you have neither claims to reduction of payment nor claims for damages.

You are obligated to report the defect to our local representative without delay. If there is no local representative, nor is one owed under the contract, any travel defects must be communicated to us using the contact details set out below or via the point of contact that has been provided to you; the availability of our local representative or local point of contact will be noted in the rental confirmation and/or rental documents.

Please indicate the process number mentioned in the rental documents, the travel destination, and the rental dates in all cases.

However, you can also report the defect to your travel intermediary via which you have booked the rental vehicle. Our local representative has been commissioned to ensure that the matter is remedied where possible. However, the representative is not authorized to acknowledge claims.

9.3. Setting of a time limit prior to termination

If you wish to terminate the Rental Agreement with regard to a significant defect, you must set a reasonable time limit for us to remedy the matter beforehand. The only time when this does not apply is if we refuse to provide a remedy or if an immediate remedy is necessary.

9.4. Use of the vehicle

You are obligated

- to exercise the necessary care and expertise when using the vehicle;
- to use the vehicle only in the country where the Rental Station is located and not to remove it or cause it to be removed from that country unless expressly agreed otherwise with you;
- to use the vehicle only in accordance with the statutory provisions of the country where you are driving and only lawfully and for legally permissible purposes;

- to use the correct fuel and/or the charging cable provided with the vehicle or a compatible charging cable and compatible charging stations;
- to close and lock the vehicle and ensure that all windows, roof openings, removable roof panels, and the hood are properly closed if and for as long as you are not using the vehicle;
- to immediately discontinue using the vehicle as soon as this is possible without risk and to notify the Rental Station thereof without delay if you determine that there is a defect in the vehicle.
- In particular, you are not permitted
- to allow any person other than the authorized drivers to use the vehicle, or
- to use the vehicle for the following purposes:
 - for any form of motor sports, whether professional or amateur motor sports or comparable activities;
 - for off-road driving;
 - to tow any other vehicle or trailer;
 - to transport hazardous, flammable, explosive, corrosive, or combustible materials, with the exception of petroleum or mineral oil or similar products in keeping with applicable local law and the electricity, fuel, or gas necessary to operate the vehicle.

9.5. Accidents, theft, and damage

You must notify the police, the Rental Station, the insurer, and us without delay if the vehicle has been involved in an accident or other claim, even if no third party was involved. You must transmit a properly completed damage report form to us within 48 hours after the incident, including the contact information of the parties involved.

10. Liability

- 10.1.** Our contractual liability for damage and/or losses that are not bodily injuries and were not caused culpably is limited to three times the rental price.
- 10.2.** Our tortious liability for damage and/or losses that are not bodily injuries or harm involving sexual self-determination and were not caused culpably is limited to three times the rental price.
- 10.3.** We are not liable for damage to or loss of objects brought into the vehicle by you or your passengers or fellow travelers or left or forgotten in the vehicle when it is returned.
- 10.4.** Nothing in these limitations shall affect any claims that go beyond the provisions of Sec. 10.1 through 10.3 pursuant to international agreements or provisions of law based on such agreements.
- 10.5.** You are liable pursuant to the statutory rules on liability. This applies in particular in the event of destruction, accidental loss, damage, or loss of the vehicle if and insofar as the claim against you is not limited in each individual event of damage ("Claim Event") to any deductible that may have been agreed with us or to the total of any reduction in liability that may have been agreed with us, where the relevant requirements therefor are met. An agreed deductible is charged one time for each Claim Event (in case of a deductible of €500.00 and three Claim Events during your rental period, €1,500.00 would thus be charged in total). Multiple instances of damage and/or losses occurring in close succession and with the same cause are deemed to constitute a single Claim Event. Any reduction of liability does not apply if you have caused the loss of or damage to the vehicle intentionally or you have intentionally violated a contractual obligation and the violation thereof was the cause of the damage and/or loss that has occurred. Please note that insurance coverage may also be limited or not apply in the event of intent or gross negligence. For further information on this, please see the insurance terms.
- You are free to demonstrate that no damage and/or losses have been sustained or that the amount of any damage and/or losses sustained is significantly lower than the total being charged based on the Claim Event, the deductible, or the amount of the reduction of liability.

10.6. You are not liable for costs or for damage and/or losses that were demonstrably caused by deficient maintenance by the Rental Station or are covered by a manufacturer warranty.

10.7. You are liable for all administrative fines incurred in conjunction with your vehicle use during the rental period, along with unpaid parking fees, tolls, or filling or charging invoices. We and the Rental Station are entitled to charge a reasonable processing fee for processing these administrative fines and charges. You are free to demonstrate that no damage and/or losses have been sustained or that the amount of any damage

and/or losses sustained is significantly lower than the processing fee.

10.8. You are liable for all additional drivers being listed in the Rental Agreement and for all passengers and fellow travelers whom you transport in the vehicle complying with these Terms and with the terms and conditions of rental of the Rental Station. You are liable for all administrative fines, costs, damage and/or losses incurred by us as a result of any additional driver, passenger, or fellow traveler not observing the terms of the Rental Agreement.

11. Assertion of claims: addressee, information on consumer dispute resolution

11.1. You are required to assert claims toward us. Claims can also be asserted via the travel intermediary if the rental vehicle was booked via that travel intermediary. Assertion on a permanent data storage medium is recommended.

11.2. Please note that we will not participate in voluntary consumer dispute resolution. For all travel agreements entered into as electronic legal transactions, please see the EU online dispute resolution platform at <http://ec.europa.eu/consumers/odr>.

12. Limitation of claims

Any claims for damages toward us shall become time-barred after the regular statutory limitation period for claims pursuant to Sec. 195 and 199 BGB.

13. Travel coverage (travel cancellation insurance and similar)

Please note that the agreed rental price only includes insurance with limited coverage, and that you will be required to pay a deductible in the event of a claim. Therefore, we recommend taking out an Allianz CDW copayment exclusion from AWP P&C S.A Germany Branch, Bahnhofstrasse 16, 85609 Aschheim (near Munich). It includes assumption of any copayment by Alliance up to €5,500.00.

14. Data protection

When you place your booking, we collect personal data that are required to fulfill and execute the Rental Agreement. We store these data electronically, process them, and transfer them to third parties such as service providers where necessary in order to achieve the purpose of the contract.

If you provide your e-mail address when booking your Rental Agreement, we use this address to notify you of comparable rental offerings from our company. Should you not wish to receive information, you can object to this use of your data at any time without incurring any cost other than the costs of transmission at base rates. We will also notify you of this again each time we use your e-mail address for this purpose. Alternatively, you can object to receiving e-mails as early as when you make your booking.

Vehicles can be equipped by the Rental Station with systems for locating vehicles and with tracking systems in order to locate the vehicle in case of an accident or breakdown or if it is stolen or not returned to the Rental Station.

15. Flat Cancellation Fees (see Sec. 4.2 through 4.4)

The relevant amount of the Flat Cancellation Fee depends on the rental service chosen and the time when we receive your declaration of cancellation. If you have combined multiple rental services with individual prices, the compensation must be determined individually based on the flat fees set out below and then added up. Please note any deviations in the individual service descriptions that are to be applied with priority.

The scale for the Flat Cancellation Fees is as follows:

Up until the 45th day before the planned start of the rental, 20% of the rental price;
 from the 44th day to the 35th day before the planned start of the rental, 50% of the rental price;
 from the 34th day to the 25th day before the planned start of the rental, 70% of the rental price;
 from the 24th day to the 15th day before the planned start of the rental, 80% of the rental price; and
 on or after the 14th day before the planned start of the rental, 90% of the rental price.

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