

## NON-BINDING TRANSLATION

**General Terms and Conditions  
of Knaus Tabbert AG  
and the  
“RENT AND TRAVEL” Co-operation  
Partners  
in Germany for the Renting of Motorhomes**

The rental contract for a motorhome concluded exclusively between you as the customer (hereinafter referred to as the “Renter”) and the local rental station you have chosen (hereinafter referred to as the Rental Company), which is the “RENT AND TRAVEL” co-operation partner.

The “RENT AND TRAVEL” co-operation partners are independent companies.

When the Renter and the Rental Company enter into a rental contract for a motorhome, the following General Terms and Conditions shall be incorporated in the rental contract and shall therefore become an integral part of the rental contract.

### **General Terms and Conditions of Business:**

#### **Section 1 Scope, definitions**

##### **1. Scope**

These General Terms and Conditions of Business apply to all business relations between the Rental Company and the Renter. The Rental Company's General Terms and Conditions of Business apply on an exclusive basis. General terms and conditions of business of the Renter that vary from, are contrary to or supplement our General Terms and Conditions of Business, including if the Rental Company is aware of these, shall not become an integral part of the contract. Otherwise will only apply if the Rental Company expressly approves the validity of such conditions when entering into the contract. In particular, the Rental Company's General Terms and Conditions of Business will apply on an exclusive basis if the Rental Company rents the motorhome to the Renter without reservation while being aware of the Renter's general terms and conditions.

##### **2. Definitions**

The terms explained below apply within the meaning of these General Terms and Conditions of Business:

**Consumers:** Natural persons who enter into the contract for a purpose that is largely neither to be attributed to their commercial or self-employed professional activity.

**Entrepreneurs:** Natural persons, legal entities or persons and companies with legal capacity with whom the Rental Company enters into business relations and who are acting in a commercial or self-employed professional capacity.

**Renters:** Both consumers and entrepreneurs who rent motorhomes from the Rental Companies.

**Rental Company:** The local German rental station, which is a “RENT AND TRAVEL” co-operation partner and from whom the Renter rents a motorhome.

**Price list:** The “RENT AND TRAVEL” price list for German co-operation partners that is valid at the time of entering into the rental contract.

#### **Section 2 Object of the contract**

The subject matter of the contract entered into by the Rental Company and the Renter is, exclusively, the renting of a motorhome by the Renter from the Rental Company (rental

contract) with the rights and obligations agreed upon in the rental contract and the General Terms and Conditions of Business.

By way of entering into the rental contract, the Renter is granted the right, limited for the agreed rental period, to use the motorhome to the agreed extent. The rental contract shall end upon expiry of the agreed rental period. The rental period may only be extended following express approval by the Lessor in text form or writing. The tacit extension of the rental contract by way of the continued use of the rental item (Section 545 BGB (German Civil Code) is also excluded without stating the wish contrary to the extension.

By way of conclusion of the rental contract, the Rental Company is entitled to payment of the agreed rent and all other obligations set out in the contract, including the Rental Company's General Terms and Conditions of Business, being met by the Renter.

The rental contract is not a travel contract within the meaning of Sections 651a et seq. BGB. The Renter arranges in particular its travel and overnight accommodation itself. The provision of travel services, in particular the provision of travel services in their entirety (travel), is not owed by the Rental Company. The statutory regulations relating to travel contracts therefore do not apply.

#### **Section 3 Authorised drivers, presentation of documents, permitted use, travel abroad and in war zones**

##### **1. Authorised drivers**

A motorhome may only be driven by the Renter and the drivers stated in the rental contract who meet the following requirements (authorised drivers):

- In the case of motorhomes with a permitted total mass of up to 3.5 tonnes:

The motorhome Renter and the drivers stated in the rental contract must be at least 21 years of age upon taking possession of the vehicle and have been in possession of a driving license valid in Germany for at least one year of the class that is required for the rented motorhome (e.g. Class III or B).

- In the case of motorhomes with a permitted total mass of over 3.5 tonnes:

The motorhome Renter and the drivers stated in the rental contract must be at least 25 years of age upon taking possession of the vehicle and have been in possession of a driving license valid in Germany for at least three years of the class that is required for the rented motorhome (e.g. Class III or C1).

A list of the age and driving license provisions can be viewed prior to the reservation on the website [www.rentandtravel.de](http://www.rentandtravel.de)

Where a motorhome is to be driven by persons other than those who meet the aforementioned preconditions, as a matter of principle this may be agreed upon in writing with the Rental Company up until the vehicle is handed over. For each these additional drivers, an additional fee may be charged.

The Renter is to ensure that solely authorised drivers drive the motorhome. The Renter is to document the names and addresses of the persons who drive the motorhome during the rental period and disclose this to the Rental Company at the Rental Company's request.

## 2. Presentation of documents, change of address

The Renter must present, prior to the handover of the motorhome, a driving license valid in Germany that is required to drive that motorhome for each driver stated in the rental contract and their valid personal identity card or passport.

Presentation of the documents is a precondition for the handover of the motorhome to the Renter.

If the Renter fails to present the necessary documents for himself and/or individually stated drivers on the agreed handover date, at the Rental Company's request the stated driver(s) is/are to be deleted from the rental contract. The authorisation of these drivers shall become inapplicable upon being deleted from the rental contract. Deleting does not affect the Rental Company's claim to the agreed rental price.

If the Renter fails to present the necessary documents for himself and all other stated drivers on the agreed handover date, after a reasonable period of grace set by the Rental Company has passed without result, the Rental Company shall be entitled to terminate the rental contract extraordinarily without notice.

If the Rental Company terminates the rental contract extraordinarily without notice after a reasonable period of grace has passed without result, the Renter's claims regarding non-performance shall be excluded. In addition, the provisions for extraordinary termination without notice on grounds for which the Renter is responsible (section 7, sub-section 2) shall apply.

If handover of the motorhome is delayed as a result of the failure to present documents in good time, the resulting costs shall be borne by the Renter.

If the Renter's address/ registered office changes between the time of entering into the rental contract and the full processing of the rental contract, the Renter is to inform the Rental Company of the new address without delay or request.

## 3. Use of the motorhome

The motorhome may only be used on public roads.

The motorhome is to be treated with due care and in accordance with the requirements and technical regulations that are authoritative for the use. The operating instructions/manuals are to be complied with. The Renter is to properly lock the motorhome during periods of absence.

The regulations relevant for use, load regulations, vehicle dimensions (height, width, length) and technical rules are to be complied with.

The Renter undertakes to regularly check the operational safety and roadworthiness of the motorhome.

We therefore strongly recommend that you weigh your loaded vehicle before the start of each journey to check that your vehicle does not exceed the technically permissible maximum laden mass. It is your responsibility as the driver to ensure that your vehicle is not overloaded during the journey.

The Renter shall monitor, and where necessary correct, in particular, the oil and water levels.

The motorhome may not be used, in particular, for:

- motorsport purposes, in particular driving events where the aim is to reach a maximum speed or the practice drives for such events,
- Vehicle tests or vehicle safety training sessions,
- Other purposes that lead to excessive strain placed on the motorhome,
- Driving practice,
- Commercial passenger transport,

- Renting to others,
- Lending,
- Committing criminal acts, even if these are only punishable under the law of the state where they were committed and
- Transporting highly inflammable, poisonous or otherwise hazardous substances

Smoking in the motorhome is prohibited. It is a non-smoking vehicle. If the smoking ban in the rental vehicle is not observed, the Rental Company will have the right to demand a fixed compensation for damages in the amount of EUR 500.00 from the Renter. If the Rental Company claims higher compensation for damages from the Renter for not observing the smoking ban, the fixed compensation for damages will count towards this claim. The Renter has the right to prove that the Rental Company incurred no or lower damages

## 4. Trips abroad

The Renter/driver is to independently inform himself of the traffic regulations and laws of the countries, and the transit countries, visited in the motorhome during the rental period, and comply with the applicable traffic regulations.

The Renter is only entitled to travel in the motorhome in European foreign countries.

Contrary to this principle, trips to Bulgaria, Greenland, Iceland, Romania, Russia, Turkey, Ukraine and the Canary Islands, Madeira or the Azores are not permitted. If the Renter intends to drive in these countries or countries outside Europe, he shall only be permitted to do so following prior, express, approval by the Rental Company.

The Renter is prohibited from taking trips to crisis areas and war zones.

## Section 4 Rental price, service flat rate, deposit and other costs

### 1. Rental price

The rental price payable by the Renter to the Rental Company is provided for in the rental contract and as a matter of principle is based on the respective price list valid at the time of entering into the contract.

The rental price is charged for each night. This price for each night may vary depending on which season the night applies.

In addition to the rental surrender, the cost of the motor vehicle insurance (see Section 11) and the cost of servicing and wear-and-tear repairs are deemed settled by way of the rental price provided nothing to the contrary has been expressly agreed upon by the Rental Company and the Renter in writing or in text form.

The range of driven kilometres included in the rental price can be viewed in the valid price list when entering into the contract.

The rental price does not include, in particular, fuel costs; toll, parking, camping, camping site and ferry charges; administrative fines or other fines as well as the other operating costs. These costs shall be borne exclusively by the Renter.

If the Renter returns the motorhome prior to expiry of the agreed rental period, the Renter is to pay the full rental price agreed in the contract unless the Rental Company can rent the motorhome to somebody else in the period between the actual return and the agreed end of the rent. If the motorhome can be rented to somebody else in this period, the payable rental price shall be reduced accordingly on a pro rata basis.

If the Renter does not return the motorhome on the date agreed in the rental contract, the Rental Company shall be entitled to request remuneration of at least the previously agreed rent for the

period in which the motorhome is withheld as compensation for loss of use. This also applies if the Renter is not responsible for the delayed return. The Rental Company reserves the right to assert a claim for further-reaching damage.

### 2. Service flat rate charge

Every time the caravan is rented, a one-time service flat rate charge will be charged. The service flat rate charge includes the thorough familiarisation with the motorhome functions, the handover of the motorhome in a condition such that it is ready for use, the filling of one propane gas cylinder and external cleaning upon the return of the motorhome. The amount of the applicable service flat rate charge can be viewed in the valid price list when entering into the contract.

### 3. Deposit

The Renter undertakes to deposit with the Rental Company an amount of money as security for honouring his obligation (deposit). The amount of the deposit shall be based on the respective price list valid at the time of entering into the contract. The Rental Company shall reimburse the Renter for the deposit in the case of the proper return of the motorhome (see Section 10) following the final settlement of the rental contract.

If additional costs are to be borne by the Renter that extend beyond the due rent and the service flat rate charge, these shall be set off against the deposit. If damage is identified during the return of the motorhome, the Rental Company shall be entitled to retain the deposit up until the amount of damage/the repair costs as well as the obligation to bear costs have been clarified.

Additional costs may arise, in particular for cleaning work, additional kilometres, refuelling, damage and the excess of the insurance in the event of damage.

### 4. Other costs

Other costs shall arise for the Renter, in particular in the following cases:

If the Renter drives the motorhome for more than the maximum number of kilometres agreed in the rental contract, the Renter shall be charged 39 cents for each driven additional kilometre.

If the Renter returns the motorhome to the Rental Company without previously having sufficiently cleaned the inside of the caravan, the Rental Company shall impose a cleaning flat rate charge on the Renter for the cleaning of the inside of the caravan. The same applies if the Renter returns the motorhome without having previously sufficiently cleaned the toilet and the faecal tank. The flat rate charge payable by the Renter for the cleaning the inside of the caravan, the toilets and the faecal tank is based on the respective price list valid at the time of entering into the contract. The Renter is free to furnish proof that the Rental Company merely suffered less or no damage.

The Rental Company shall handover the motorhome to the Renter with a full fuel tank and it must be returned by the Renter to the Rental Company with a full fuel tank. If the Renter fails to return the motorhome with a full fuel tank, the Renter shall compensate the Rental Company for the cost incurred for this as well as the fuel costs, both on a fixed-rate basis, see Section 10 below.

The Renter shall be charged for damaged or missing items provided the Renter is responsible for the damage or loss.

Additional costs to be borne by the Renter, in particular fees and remuneration, may also arise from the respective, current, price list.

## Section 5 Booking and booking amendments

### 1. Booking

A rental contract for a motorhome (booking) can only be concluded in one of the three following ways:

- The Rental Company and the Renter conclude a rental contract in paper form that is signed by both (**VERSION A**),
- The Rental Company and the Renter conclude a rental contract form that is digitally signed by both (**VERSION B**) or
- The Renter clicks the "Confirm booking" button (kostenpflichtig buchen) at the end of the online booking process and the Rental Company will send the Renter a booking confirmation (**VERSION C**).

A booking applies exclusively for a motorhome category, not for a certain vehicle type. There is no claim for a certain layout. The Rental Company is entitled, to re-book the Renter for an equivalent or higher class motorhome by way of retaining the agreed conditions. If the Rental Company offers a motorhome from a more favourable cost category and the Renter accepts this, a difference in the rental price between the two motorhomes shall be reimbursed.

### 2. Booking amendments

The rental period agreed in the rental contract has binding force.

If the Renter wishes to amend the agreed rental period, this may only occur under the following preconditions:

- The Rental Company agrees to the booking amendment in writing or text form,
- The Renter has informed the Rental Company of his wish to amend at least 60 days prior to the start of the rental period,
- The Rental Company has the corresponding free capacity available,
- The requested new rental period is in the same calendar year as the booked rental period, and
- The requested new rental period complies in terms of scope with the booked rental period.

However, there is no legal entitlement on the part of the Renter to amend a booking.

The expected rental price calculated based on the booking data must be received in a bank account of the Rental Company specified to the Renter, without charges, at the latest 14 days prior to the start of the rental period, see Section 6, sub-section 2.

## Section 6 Terms and conditions of payment and default in payment

### 1. Down payment

The Renter undertakes to make a down payment to the Rental Company on the agreed rental price. The down payment shall be 20 % of the rental price. The Renter's down payment has to be made to the Rental Company within 7 bank working days of the conclusion of the rental contract. The down payment shall be made either by transfer by the Renter or by Online Payment, whichever is agreed. Online Payment means that the payment of the rental price, the service flat rate charge and additional payments to be made by the Renter are made using the credit card data stored by him, Apple Pay or Google Pay ("**Online Payment**"). The deposit (see Section 4 sub-section 3 and Section 6 sub-section 3) is initially blocked when paying by Online Payment. If the Renter chooses the Online Payment option, he can decide whether he would like to make only the down payment and the additional payments pursuant to Section 6 sub-section 2 at the time of conclusion of contract or whether the whole agreed

rental price, the service flat rate charge and additional payments to be made by the Renter under the rental contract, with the exception of the deposit (see Section 6 sub-section 3 below), should be paid.

If the Renter does not make the down payment in due time, the Rental Company shall be entitled to terminate the rental contract extraordinarily and without notice after a reasonable period of grace. Further details in this respect are provided for in Section 7, sub-section 2.

## 2. Rental price

The Rental Company must receive in full the remaining rental price payable by the Renter, the agreed service flat rate charge and additional payments to be made by the Renter at the latest 14 days prior to the agreed date for the handover of the vehicle.

## 3. Deposit

The deposit (see Section 4 sub-section 3 above) is to be paid by the Renter to the Rental Company prior to handover of the motorhome. The deposit can be paid by, among others, cash, credit card or EC Card.

## 4. Default

If the Renter defaults on his payment obligations, default interest shall be charged in accordance with the applicable statutory provisions.

## Section 7 Withdrawal, cancellation and termination as well as cancellation conditions and consequences of non-use

### 1. Cancellation and withdrawal by the Renter

Attention is drawn to the fact that a general withdrawal and cancellation right on the part of the Renter is not provided for in law for rental contracts.

Attention is drawn in particular to the fact that a cancellation right pursuant to Section 355 BGB in accordance with Section 312g, sub-section 2, paragraph 9, German Civil Code (German Civil Code (BGB)) among others does not apply to renting motor vehicles if the contract for the performance specifies a specific date or period of time.

However, where the Renter nevertheless in an individual case is actually entitled to a statutory cancellation or withdrawal right, this shall not be affected by these General Terms and Conditions of Business.

### 2. Termination of the rental contract

The rental contract is entered into for a fixed period and shall end at the time of the agreed return date without the necessity of termination of the rental contract (limitation). A right on the part of the Renter and Rental Company to properly terminate the rental contract is excluded.

This does not affect the right of the Renter and Rental Company to terminate the rental contract extraordinarily without notice for a compelling reason.

The Rental Company shall, in particular, be entitled to terminate the rental contract extraordinarily without notice for a compelling reason if:

- The Renter fails to make an agreed payment or provide an agreed security (deposit), including after a reasonable period of grace set by the Rental Company has passed;
- The Renter cannot present the documents required for himself and all other drivers stated in the rental contract at the handover of the vehicle, including after a reasonable

period of grace set by the Rental Company has passed (Section 3, sub-section 2);

- Force majeure or other circumstances that are not the Rental Company's responsibility render executing the contract impossible;
- A motorhome was culpably booked by way of providing misleading or incorrect details or concealing significant facts. In that respect significant may be the customer's identity, ability to pay or the intended use;
- The purpose or the reason for renting is unlawful or
- A breach of material obligations by the Renter. However, in the last stated case termination shall only be permitted following expiry in vain of a reasonable period set for remedial action unless the setting of a period will obviously be unsuccessful or immediate cancellation is justified for special reasons by way of weighing up both parties' interests. The justified extraordinary termination without notice by the Rental Company does not establish any claim on the part of the customer to compensation for loss suffered.

If the Renter is responsible for the extraordinary termination by the Rental Company, the Rental Company is to deduct the income from the renting of the motorhome to somebody else during the agreed rental period and the saved expenses from a claim for compensation against the Renter. If the motorhome is not rented to somebody else, the Rental Company may make the deduction at a flat rate for saved expenses as follows:

In the case of termination

- Up to 61 days prior to the start of rent the Renter is to pay 20% of the rental price to the Rental Company.
- 60 to 30 days prior to the start of rent the Renter is to pay 40% of the rental price to the Rental Company.
- 29 to 15 days prior to the start of rent the Renter is to pay 80% of the rental price to the Rental Company.
- Less than 15 days prior to the start of rent, or during the rental period, the Renter is to pay 90% of the rental price to the Rental Company.

The Rental Company reserves the right to claim further damages.

The Renter is free to furnish proof that the claim does not apply or does not apply at the requested amount.

### 3. Cancellation fees

The Rental Company grants the Renter a right to cancel his booking at the conditions set out below. The amount of the cancellation fee payable by the Renter depends on the date of receipt by the Rental Company of the written cancellation notification.

- Cancellation up to 61 days prior to the start of the rental period requires a payment of 20% of the rental price (cancellation fee) and not less than EUR 200 to the Rental Company.
- Cancellation 60 to 30 days prior to the start of the rental period requires a payment of 40% of the rental price (cancellation fee) to the Rental Company.
- Cancellation 29 to 15 days prior to the start of the rental period requires a payment of 80% of the rental price (cancellation fee) to the Rental Company.

- Cancellation less than 15 days prior to the start of the rental period requires a payment of 90% of the rental price (cancellation fee) to the Rental Company.

A cancellation shall only be valid if the Renter has stated the cancellation in text form or writing to the Rental Company.

The Rental Company is to deduct the income from the renting of the motorhome to somebody else during the agreed rental period and the saved expenses.

The Renter is free to furnish proof that the Rental Company merely suffered less or no damage.

The contractual right to cancel shall not apply if the Renter has booked a special offer, in particular so-called taster tours.

#### **4. Non-utilisation of the motorhome**

If the Renter fails to utilise the motorhome and has not effectively exercise his cancellation right and the Renter has no statutory right of withdrawal or termination, and the Rental Company does not consent to rescinding the contract, the Rental Company shall retain the claim to the agreed rental price irrespective of the fact that the motorhome has not been utilised. The Rental Company is to deduct the income from the renting of the motorhome to somebody else during the agreed rental period and the saved expenses.

If the motorhome is not rented to somebody else, the Rental Company may make the deduction at a flat rate for saved expenses as follows: In such a case, the Renter undertakes to pay at least 90 % of the rental price agreed in the contract. The Renter is free to furnish proof that the claim does not apply or does not apply at the requested amount.

#### **Section 8 Substitute motorhome**

If the motorhome is destroyed without culpability on the part of the Renter, or it is to be assumed that use of the motorhome will not be possible for an inappropriately long period of time as a result of a fault/damage that is not the Renter's responsibility, the Rental Company reserves the right to make a comparable or larger motorhome available to the Renter. If the Rental Company makes a corresponding substitute motorhome available within a reasonable period, the Renter shall, insofar, not have a right to terminate the rental contract. If the Renter incurs higher incidental costs, such as ferry or toll charges and operating costs, these shall be borne by the Renter. **Acceptance of a larger motorhome may be rejected as not per agreement in cases in which the Renter's justified interests conflict with such acceptance.**

If the Rental Company offers the Renter a substitute motorhome from a more favourable cost category and the Renter accepts the offer, the Rental Company shall reimburse the difference in the rental price between the two motorhomes.

#### **Section 9 Responsibility of the Renter, what to do in the case of accident and damage**

##### **1. Responsibilities of the Renter**

The motorhome may only be driven by the Renter personally or the driver(s) stated in the rental contract. A situation to the contrary shall only apply in an emergency. The Renter undertakes to disclose to the Rental Company the names and addresses of all driver and deposit a copy of the driving licenses and personal identity cards of these.

The Renter undertakes to inform all drivers of the validity and content of the General Terms and Conditions of Business.

Before the Renter surrenders the motorhome to an authorised driver, the Renter is to convince himself that the authorised driver is fit to drive and is not subject to any driving bans.

When leaving the motorhome, it is to be secured against theft using the available devices, in particular it is to be locked and the steering wheel is to be placed in the locked position. The Renter is to retain the vehicle documents and keys for the motorhome on his person when leaving the motorhome and protect them from unauthorised access.

The Renter may not make any technical or optical alterations to the motorhome.

Pets may only be taken in the motorhome following express, written, approval by the Rental Company. If the Rental Company grants approval, solely the Renter shall be responsible for taking the pet in the motorhome and the manner in which the pet is transported appropriately, including in respect of the respective species.

In the case of taking persons, in particular children up to the age of 12, honouring and following Section 21 German Road Traffic Act (StVO) is compulsory for the Renter and the respective driver.

##### **2. What the Renter needs to do in the case of accident and damage**

In the case of accidents, theft or other damage, the Renter/driver is to notify the police and the Rental Company without delay. In the case of accidents (including without involvement of third parties, the Renter/driver is to remain at the scene of the accident until he has honoured in full his obligation to clarify the facts as part of the statutory provisions (in particular Section 142 German Criminal Code - StGB). If the police refuse to record the accident, the Renter is to furnish the Rental Company with proof of this in a suitable manner.

Furthermore, the Renter is to extensively inform the Rental Company without delay in the form of a report on the circumstances leading up to and the consequences of an accident or damage. This also applies in the case of minor damage. The report is to state, in particular, the names and addresses of the involved persons and possible witnesses as well as the registration numbers of the involved vehicles. The Renter is not entitled, in dealings with third parties, to acknowledge an accident/damage to third parties. Other, minor, damage to the motorhome is to be stated to the Rental Company at the latest upon returning the motorhome.

#### **Section 10 Handover of and taking back the motorhome**

In the case of handing over and taking back the motorhome, the Rental Company and Renter are to jointly inspect the vehicle and accessories (in particular regarding the existence of accessories, damage, operational readiness, full fuel tank and cleanliness) and draw up and sign a handover or return record in which the corresponding findings are documented. The Rental Company reserves the right to claim for hidden damage even after the signing the return record.

The Renter undertakes to return the motorhome at the time agreed in the contract after the inside of the motorhome has been cleaned and in a condition in line with the condition recorded at the handover (according to the handover record) at the agreed rental station and, in the absence of agreements to the contrary,

during customary business hours, which shall be stated by way of a notice put up at the Rental Company's business premises.

The motorhome shall be handed over to the Renter with a full fuel tank and is to be returned by the Renter with a full fuel tank. If the Renter fails to return the motorhome with a full fuel tank, the cost of filling the fuel tank by the Rental Company shall be borne by the Renter. In this case the Renter will be charged EUR 2.50 per litre of fuel that needs to be filled and an administration fee of EUR 50.00.

One-way rental is not possible.

If the obligation to return is not met, several Renters shall be liable as joint and several debtors.

If the Renter does not meet his obligation to return including following a further, express, request to return, or if the Rental Company cannot establish contact with the Renter, the Rental Company reserves the right to report an offence. The resulting costs shall be borne by the Renter unless the Renter is not responsible for not meeting the obligation to return.

### **Section 11 Motorhome insurance**

The motorhome insurance complies with the German General Conditions for Motor Vehicle Insurance (AKB).

The insurance comprises third party liability in dealings with third parties in accordance with the applicable German General Conditions for Motor Vehicle Insurance (AKB) with unlimited cover for material and pecuniary damage, for personal damage at most up to EUR 8 million and a corresponding fully comprehensive insurance with an excess at most of EUR €1,500 for each case of damage.

### **Section 12 Defects and repair**

If the motorhome is faulty/damaged during the rental period, the Renter may commission repairs that are necessary to guarantee the operational safety and roadworthiness of the motorhome during the rental period up to a price of EUR 150.00 without further ado and in the case of major repairs at a specialist guarantee only once the Rental Company has granted consent in that respect. The repair costs shall be borne by the Rental Company subject to presentation of the original vouchers and the exchanged parts provided the Renter is not liable for the damage in accordance with Section 13. This regulation does not apply to tyre damage.

If a fault for which the Rental Company is responsible leads to the necessity of such a repair, and if the Renter fails to make arrangements to have this independently rectified, the Renter is to notify the Rental Company without delay and grant an additional repair period. In the case of country-specific circumstances (e.g. infrastructure) that delay the repair, the period is to be extended accordingly.

### **Section 13 Liability**

#### **1. Liability on the part of the Rental Company**

The Rental Company shall be liable for any damage provided the cover is in place as part of the insurance policies taken out for the motorhome. **If damage is not covered by the insurance, the Rental Company, its employees**

**and its legal representatives and vicarious agents shall be exclusively liable as follows:**

In the case of material and pecuniary damage, the liability shall be limited to intent and gross negligence unless a key contractual obligation was not met. **In the case of violation of key contractual obligations, the liability shall be limited in terms of amount in the case of minor negligence to the damage that is foreseeable when entering into the contract and typical for such contracts.**

Key contractual obligations are obligations that need to be honoured to properly execute the contract and the which the Renter relies, and may rely, in respect of honouring such obligations.

The limitation on liability shall not apply in the case of the loss of life, physical injury and detrimental effects on health or other cases of compulsory statutory liability.

The Rental Company shall not be liable for the Renter's items that the Renter fails to remove when returning the motorhome.

#### **2. Liability on the part of the Renter**

The Renter shall be liable to the Rental Company, in particular, for damage to or loss of the motorhome as follows:

In the case of damage to, or loss of, the motorhome as a result of minor negligence, the Renter shall be liable during the agreed rental period for each case of damage up to the insurance excess agreed in the contract.

In the case of damage caused intentionally by the Renter, the limitation on liability regarding the agreed excess shall not apply. In such a case the Renter shall be liable in full.

If the Renter has caused the case of damage during the rental period as a result of gross negligence, the Renter's liability in terms of amount shall be based on the amount of the total damage according to the severity of the Renter's culpability.

The limitation on liability regarding the agreed excess shall further not apply if:

- The Renter or the driver to whom the Renter surrendered the motorhome leaves the scene of accident without permission;
- The Renter intentionally or gross negligently fails to notify the police in the case of an accident,

unless the violation of the obligation does affect the establishment of the cause of the damage or the amount of damage.

Furthermore, in the aforementioned cases the Renter shall be liable to the Rental Company in the case of gross negligence to an extent in line with the severity of the culpability up to the amount of the total damage. The burden of proof for the absence of gross negligence lies with the Renter.

For damage covered by partial coverage insurance, in particular stone-chipping and hail damage, the Renter will be liable in the amount of the agreed excess of EUR 1,500.00 if the insurance

company has to settle the claim and the damage was not caused by the Rental Company.

If the Renter defaults on returning the motorhome, the Renter shall be liable from the start of the default in accordance with the statutory requirements.

In the case of any damage not covered by the insurance (for example nail/screw driven into the tyres or traffic offences) and following expiry of the agreed rental period, the Renter shall be liable in full in accordance with the general statutory provisions.

Several Renters shall be liable as joint and several debtors.

The Renter shall be liable in accordance with the statutory requirements for damage to the motorhome or third parties as a result of animals taken into in the motorhome.

The Renter undertakes to release the Rental Company in full from the liability for any fees, levies, administrative fines and fines that apply and are the Renter's responsibility during the use of the rented vehicle. Received cost notices etc. shall be forwarded to the Renter plus a processing charge according to the additional information regarding the rental contract unless the Renter furnishes proof that the Rental Company suffered no or lower costs and/or damage.

The Renter shall be liable without limitation in particular for all breaches of traffic and administrative regulations and any other statutory regulations as well as all trespasses by the Renter or third parties the Renter lets use the vehicle. The Renter shall indemnify the Rental Company against all penalties and warning fines, fees and any other costs charged by the authorities or other bodies in the event of such breaches by the Rental Company. As compensation for the administrative costs incurred by the Rental Company for the handling of enquiries sent to the Rental Company by the prosecution authorities or other third parties investigating administrative offences, criminal offences or disorder committed during the rental period, the Rental Company shall receive from the Renter for every such enquiry an administrative fee of EUR 29 (including VAT), unless the Renter proves that the Rental Company incurred no or much lower costs and/or damage; the Rental Company reserves the right to claim compensation for further damages.

As long as the question of guilt has not been clarified, the Rental Company shall be entitled to retain the deposit.

#### **Section 14 Data protection, processing and use as well as vehicle tracking**

The Rental Company collects, processes and uses the personal data of the Renter and the driver for the purpose of executing the rental contract in the capacity of controller within the meaning of the General Data Protection Regulation (GDPR) in conjunction with the German Federal Data Protection Act.

The Rental Company may forward such data to contracting parties and other authorised third parties (e.g. collection agencies) provided this is necessary to execute the rental contract.

Furthermore, personal contract data may be forwarded to third parties, in particular to the relevant authorities provided a statutory obligation applies or this is necessary to safeguard the

justified interests of the Rental Company or third parties, in particular to prosecute offences and there is no reason to believe that the interest of the Renter or the driver, which is capable of being protected, is predominate in excluding the forwarding.

Provided the motorhome is equipped with a tracking system, the Rental Company shall be entitled to identify the motorhome's position data and in the event of an emergency (theft, robbery, sabotage, violation of entry restrictions) identify the location of the motorhome and immobilise it. The Renter shall such data exclusively for the purpose of tracking and immobilising the motorhome in an emergency.

#### **Section 15 Final provisions**

Notwithstanding any translated version of these general terms and conditions that may be provided to the customer, the German-language version of these general terms and conditions shall be binding.

In the event of any conflict or discrepancy between any translated version of these general terms and conditions and the German-language version, the German-language version controls.

The Rental Company's registered office, or the agreed rental station, is deemed the place of performance

Amendments to the general rental conditions and additional agreements are subject to the written form of both parties in order to be deemed valid provided they apply to verbal agreement in advance and at the time of entering into the contract. Third party statements shall not have any influence. They shall not, in particular, have any effect on the rental relationship between the Rental Company and the Renter.

The contract entered into by the Rental Company and the Renter is governed exclusively by German law. Priority is given to the provisions of the rental contract including the rental conditions while the statutory provisions apply on a supplementary and alternative basis.

If one of the provisions is or becomes void, this shall not affect the validity of the other provisions.

If the Renter is a merchant within the meaning of the German Commercial Code, a legal person under public law or special federal funds, it is agreed that the exclusive place of jurisdiction shall be deemed the Rental Company's principal place of business for all claims resulting from or as a result of this contract. The same applies to persons who do not have a general place of jurisdiction in Germany or persons who, after entering into the contract, have moved their place or residence or habitual place of residence outside

Germany or whose place or residence or habitual place of residence is not known at the time at which the legal action is brought.

**Knaus Tabbert AG**