

General Rental Terms for ADAC motorhomes

when renting a motorhome, the following general terms and conditions are an integral part of the contract between Rental Firm of the motorhome (hereinafter referred to as “**Rental Firm**”) and you (hereinafter referred to as “**Renter**”).

1. Object of agreement

- a) By concluding the rental contract, Renter shall be entitled to use the vehicle for the agreed duration within the contractually agreed scope. Said contract specifically entitles Rental Firm to payment of rent and other contractually agreed remuneration.
- b) The object of the agreement is solely the rental of a motorhome. Rental Firm is not entitled to provide travel services or a collective package of travel services (trip). Accordingly, the statutory provisions relating to travel contracts, in particular those of §§ 651 a - i German Civil Code [BGB], do not apply to the contract. Renter shall engage in travel independently and is solely responsible for the use of the vehicle.
- c) When assigning or withdrawing the vehicle, a handover or acceptance record must be completely filled out and signed. Both these records are components of the rental contract.

2. Minimum driver age, driving license

The driver must have reached a minimum age of 21 and possessed a valid driving license for at least a year for the respective vehicle class in Germany, e.g. class 3, class B for vehicles with a permissible total weight of up to 3,500 kg or class C1 with total weight exceeding 3,500 kg. Renter must accordingly ensure that only people meeting said conditions drive the rental vehicle.

Submission of the driving license by Renter and/or driver during the rental and/or at the time of handover is a prerequisite for the handover of the motorhome. If the handover is delayed due to failure to submit the driving license, the costs shall be borne by Renter. In the event of continued failure to submit the driving license, either within an agreed handover period or within a subsequent appropriate time limit, Rental Firm is entitled to withdraw from the contract. The cancellation conditions in clause 6b shall apply.

3. Remuneration and payment terms

- a) The rental price shall be in accordance with the price list respectively valid when concluding the contract or in accordance with the agreements in the rental contract. Any additional mileage required shall be calculated in accordance with the valid price list when returning the vehicle. Fuel costs, toll, parking, camping, carport and ferry fees as well as fines and other penalty payments shall be borne by Renter. The rental vehicle is to be returned with a full tank; failing which tank refill costs will be levied in accordance with the rental contract (currently: €2.50/liter diesel). Rental price shall include costs of insurance coverage in accordance with clause 4 and for maintenance, oil consumption and wear-and-tear repairs.
- b) The price is calculated differently depending on the season concerned. The day of the vehicle handover and the day of the return shall be respectively calculated as rental days, provided the vehicle is returned punctually at the agreed time (see also clause 8 g).
- c) Each rental also includes an additional one-time service charge in accordance with the valid price list. This covers, among others, ensuring the handover of the vehicle in serviceable condition and detailed vehicle instructions.
- d) If the payment owing under the rental contract is settled via credit card, the signature of the cardholder shall constitute authorization to charge the total invoiced amount to the relevant account with the credit card company. This authorization also applies for subsequent charges due to cases of culpable damage caused by Renter (up to a maximum of the contractually agreed deductible) and infringements committed by Renter including any consequential costs for which Renter is liable (particularly towing charges).
- e) If Renter is deemed in default of payment pursuant to applicable legislation, penalty interest shall be levied at a rate of 5 % over the basic interest rate. If Renter has insufficient funds to cover the sum or Renter instructs his/her financial institution to withhold the debit payment, Rental Firm is entitled to charge the customer for all related costs incurred, unless Renter proves that no or only minimal administrative expense and/or damages were incurred by Rental Firm. If default of Renter means the order has to be referred to a debt collection agency or necessitates an inquiry to the residents' registration office, Renter must bear all additional resulting costs within the legally applicable scope. In addition, Renter may be prohibited from any further rental with Rental Firm.

4. Insurance cover

- a) The rental vehicle is insured as follows in accordance with the General Terms and Conditions for Motor Insurance (AKB) as follows:
Third-party insurance coverage with unlimited cover for property damage and loss and a maximum of €8 m for personal injury.
- b) Indemnity against liability in accordance with the principles of a partial or fully comprehensive insurance coverage with a deductible per claim for the amount agreed in the rental contract, provided the provisions do not impose full liability of Renter, particularly pursuant to clause 13 of these rental conditions.

5. Reservation and payment terms

- a) Reservations are only binding following written reservation confirmation by Rental Firm. On receipt of the written reservation confirmation, Renter shall be entitled to a motorhome in the selected vehicle category, whereby in accordance with clause 9, the provision of a replacement vehicle is not permissible. There is no entitlement to receive a detailed illustration of the motorhome layout.
- b) On receipt of the written reservation confirmation, payment of the amount specified in the written reservation confirmation shall be transferred within 14 days (receipt of payment) to the account of Rental Firm as specified in the reservation confirmation. In the event payment is not received on time, even after a reminder and expiration of an additional grace period for subsequent performance without reply, Rental Firm may withdraw from the contract. The cancellation conditions in clause 6b shall apply.
- c) The rental price owing must be transferred no later than 14 days before the start of the rental period to the account of Rental Firm. In the event payment is not received on time, even after a reminder and expiration of an additional grace period for subsequent performance without reply, Rental Firm may withdraw from the contract. The cancellation conditions in clause 6b shall apply.

6. Withdrawal and rebooking

- a) Please note that rental contracts do not include a general legal right to withdraw. However, Rental Firm shall grant Renter a contractual right to withdraw within the following scope:
- b) In the event of withdrawal from a binding reservation, the following cancellation fees shall be charged:
 - 10% of the rental price up to 100 days before the agreed rental start date;
but a minimum of 75 €/reservation
 - 20% of the rental price from 99 to 61 days before the agreed rental start date
 - 40% of the rental price from 60 to 30 days before the agreed rental start date
 - 60% of the rental price from 29 to 15 days before the agreed rental start date
 - 70% of the rental price from 14 to 8 days before the agreed rental start date
 - 80% of the rental price from 7 days before the agreed rental start date
 - 90% of the rental price from 48 hours before the agreed rental start date.The decisive factor determining the time of withdrawal is the receipt of the written declaration of withdrawal by Rental Firm. Non-acceptance/ collection shall constitute withdrawal. To cover the risk of possible cancellation, we recommend taking out insurance cover to cover travel rescission costs.
- c) If free capacity exists within the same calendar year at the rental location cited in the reservation confirmation, a rebooking up to 14 days before the agreed rental start date at no extra charge is possible, provided the agreed rental duration is not exceeded. Reducing the rental period after a confirmed booking is also not possible.
- d) Requests for a substitute Renter are permissible only with the written consent of Rental Firm, although it may reject such requests only with good cause.
- e) The onus remains on Renter to prove that no damage whatsoever or only minimal damage was incurred.

7. Deposit

- a) The deposit for the amount agreed in the rental contract must be paid at the time of vehicle handover directly to the Rental Firm.
- b) In the event of proper and contractually compliant return of the vehicle and upon confirmed settlement of the final invoiced amount under the rental contract, the deposit shall be reimbursed. All additionally incurred expenses and costs (e.g. cleaning costs, toilet cleaning, filling the tank, damage ...) shall be covered on return of the vehicle via the deposit, provided Renter is liable for payment thereof. In the event of repair costs incurred due to an incident involving damage, Rental Firm may invoice based on a cost estimate. Pending final clarification of the costs and of which party is liable, Rental Firm is entitled to withhold the deposit.

8. Vehicle handover and return

- a) The vehicle shall be brought on the respectively agreed date (also respecting the time!) to the motor home site of Rental Firm specified in the contract and returned.
- b) During the vehicle handover, a valid form of personal ID and the original driving license shall be submitted.
- c) Renter jointly undertakes to check the rental vehicle with Rental Firm or rental station at the time of vehicle handover to ensure it is free of damage, confirm the fuel tank is full and other fluids filled as required, and confirm it is clean and that the relevant accessories and emissions stickers are present. Any damage, missing parts, soiling and insufficient fluid or fuel levels discovered by Renter shall be communicated to the rental station before commencement of travel and shall be recorded by the rental station on the handover record.
- d) Before the vehicle handover, a detailed vehicle introduction will be given. Rental Firm may refrain from handing over the vehicle pending conclusion of the vehicle introduction. Any delays in handover and costs incurred by Renter shall be borne by Renter.
- e) Renter undertakes to return the vehicle at the contractually agreed time with the interior cleaned and in the same state as recorded on handover (in accordance with handover record) at the contractually agreed station. If Renter has failed to empty and/or clean the toilet on return of the vehicle, a fixed charge of €140 per incident shall be levied. The right of Renter to prove that no damage whatsoever or minimal damage only was incurred remains unaffected. If the vehicle interior is not cleaned or insufficiently cleaned on return, the cleaning costs required will be additionally charged at the rate actually incurred, but a minimum of €140. The right of Renter to prove that no damage whatsoever or minimal damage only was incurred remains unaffected.
- f) Damaged or missing objects shall be charged to Renter, provided Renter is culpable for said damage or loss.
- g) If Renter fails to return the vehicle upon expiry of the agreed usage period or not at the agreed time to Rental Firm, the latter shall be authorized to levy a usage charge for the extension beyond the contractually agreed rental time period amounting to the previously agreed rental charge. The right of Rental Firm to exercise any additional claims for damages remains unaffected. Upon expiry of the agreed usage period, Renter shall be fully liable in accordance with the general statutory provisions.
- h) Extensions to the rental period are permissible only upon explicit consent of Rental Firm in writing. The entitlement to use the rental vehicle extends only to the extent of the agreed usage period. Continued use after expiry of the rental period shall not, in general, justify any extension of the rental contract, even in the absence of explicit objection of Rental Firm. The regulation of § 545 German Civil Code is expressly excluded.
- i) Returning the vehicle before expiry of the agreed rental period shall not justify any reduction in the agreed rent, unless the vehicle can be re-rented out.
- j) If the reserved vehicle cannot be provided, Rental Firm reserves the right to provide a vehicle of comparable size and equipment. If a smaller vehicle is offered and accepted, the difference in rental price between the two vehicles shall be reimbursed.
- k) Rental Firm is entitled to request return of the vehicle before expiry of the agreed usage period in the event of immediate termination of the rental contract. This is permissible only for good cause. The right of Renter to extraordinary termination for good cause remains unaffected.
- l) If Renter fails to meet the obligation to return the vehicle, even after being expressly requested to do so once again or if Renter cannot be contacted by Rental Firm, Rental Firm reserves the right to report an offence. Any costs thereby incurred shall be borne by Renter, unless the Renter is not responsible for the infringement of the obligation to return.

9. Replacement vehicle

- a) If the vehicle in the selected vehicle category cannot be provided at the time of handover, Rental Firm reserves the right to provide a vehicle of comparable size and equipment. Renter shall not be charged any additional rental costs as a result. Termination of Renter in accordance with § 543 (2)(1) German Civil Code is excluded in this case, unless there is no offer of a replacement vehicle, or said offer is delayed or refused by Rental Firm. Any higher auxiliary costs incurred as a result, such as ferry or toll charges and operating costs, shall be borne by Renter. If justified interests of Renter are prejudiced, he/she may reject acceptance of a larger vehicle as a contractual service.
- b) If Renter accepts an available replacement vehicle in a smaller vehicle category, Rental Firm shall reimburse any resulting difference in price between the two vehicle categories.
- c) If the vehicle is destroyed culpably by Renter or there is reason to believe that usage will be impossible for an unacceptably long period due to damage for which Renter is culpable, Rental Firm may refuse to provide a replacement vehicle. Cancellation by Renter in accordance with § 543 (2)(1) German Civil Code is excluded in this case.

10. Obligations of Renter

- a) The vehicle may – excluding emergencies – be driven solely by Renter him/herself or the driver(s) specified in the rental contract. Renter must appear in person when collecting the rental vehicle. Renter is obliged to inform Rental Firm of the names and addresses of all drivers of the vehicle and provide a copy of the driving license and personal ID of all drivers to the same.
- b) Renter undertakes, before allowing any other driver to operate the rental vehicle, to check whether the individual concerned is in a fit state to drive at the time of usage, possesses the required and valid driving license and is not subject to any driving ban. In addition, Renter shall be obliged to inform the driver of the validity and details of the general rental conditions.
- c) The rental vehicle is to be treated carefully and appropriately (particularly in terms of checking the oil and water levels and tire pressure and use of the prescribed fuel), operated properly in accordance with the relevant provisions and duly locked at the appropriate time. The steering-wheel lock must be engaged when leaving the vehicle. Renter must keep the vehicle ignition key and papers on his/her person when leaving the vehicle and prevent any unauthorized access to the same. The relevant provisions for use, loading regulations, vehicle dimensions (height, width) and technical regulations must be observed. Renter undertakes to regularly check that the rental vehicle remains in a roadworthy state.
- d) The following uses of the vehicle are prohibited:
 - participation in motorsports events and vehicle tests;
 - to convey explosives, highly flammable, toxic, radioactive or other hazardous materials;
 - to commit customs-related or any other criminal offences, even if they are only punishable by local laws;
 - subletting or loaning the vehicle;
 - for any purposes that would expose the vehicle to excessive strain;
 - for commercial passenger or freight conveyance;
 - for driving school purposes or cross-country drives;
 - for uses beyond the contractually agreed scope, particularly in areas in which it is not designed to drive.

e) Journeys into areas at war are prohibited. Journeys into European countries are generally permitted, unless it involves journeys to Russia, Belarus, Ukraine, Bulgaria, Moldova, Romania, Turkey, Iceland, Greenland, the Canary Islands, Madeira, Cyprus (incl. Northern Cyprus) and the Azores. Any exceptions to these provisions require the express and written consent of Rental Firm. Renter/driver shall be solely responsible for ensuring familiarity with traffic legislation and laws of countries visited and observing all applicable traffic regulations in all countries visited and traversed during the rental duration.

f) Repairs required to restore the vehicle to an operable and roadworthy state may be commissioned by Renter up to an amount of €150 without needing to inquire with Rental Firm at a specialist workshop. In general, repairs may be commissioned only with the express and written consent of Rental Firm.

Rental Firm shall reimburse repair costs consequently incurred and approved only upon submission of original copies of the relevant evidence and supporting documents, provided Renter is not liable for the defect necessitating the repair under the provisions of the rental conditions. In addition, for reimbursement, the replacement/old parts must be presented, provided the parts concerned are parts under guarantee (batteries, inverter, battery charger, water pump). In general, Renter is obliged to submit the replacement/old parts to Rental Firm, provided said parts are available and return shipment of the same is feasible.

g) Renter must not make any technical modifications to the vehicle.

Renter is not authorized to alter the appearance of the vehicle in any way, particularly by applying paint, stickers or adhesive film.

h) Domestic pets may be carried only following express written consent of Rental Firm in specially designed vehicles equipped with permissible safety devices/installations to be provided by Renter/driver. Renter/driver is solely responsible for ensuring compliance with the corresponding animal protection, carriage, vaccination and transit/entry requirements. Carriage of domestic pets may require an additionally chargeable special cleaning in accordance with the price list/rental contract, particularly if the vehicle is affected by animal malodor and/or animal hair/excretions. Cleaning costs incurred due to non-compliance or infringement of said regulations and any loss of profit consequently incurred by Rental Firm due to the extended downtime required shall be borne by Renter.

i) Renter undertakes to inform Rental Firm immediately and without being requested of any change in his/her billing address after concluding the rental contract and pending full settlement of all charges associated with the rental. Renter also undertakes to inform Rental Firm of the name and address of any driver of the vehicle, whether authorized or otherwise, provided Rental Firm has a justified interest in knowing such information, particularly when claims for damages are exercised against the driver.

j) The carriage of children aged under 12 is permissible only with officially approved child seats, suitable in terms of size, age and weight (§21 Road Traffic Act) installed in the designated places intended for that purpose.

k) In the event of any infringements, Renter may be prohibited from any further rental with Rental Firm.

11. Conduct in the event of accident or damage

In the event of any accident or fire, theft, damage caused by game animals or other damage, Renter/driver must immediately alert the police and Rental Firm. Renter/driver must not leave the scene of the accident unless having fulfilled his/her legal duty to resolve the event and identify the necessary details. Please note the prohibition on illegally leaving the scene of an accident as defined by § 142 Criminal Code should be observed. If the police should refuse to register details of the accident, Renter must prove the same to Rental Firm. This shall also apply to accidents caused without third-party involvement. In addition, Renter must immediately inform Rental Firm in writing of all relevant details of the accident or damage incident, even in the event of minor damage. The accident/damage report must particularly include names and addresses of all people involved and any witnesses and the official registration details of the vehicles involved. Claims for damages from others involved in the accident shall not be entertained. Rental Firm must also be notified of other incidents of damage or extraordinary incidents that involve the vehicle, no later than at the time of return.

12. Liability of Rental Firm

Rental Firm accepts liability all damage which is covered by the insurance taken out for the vehicle in question. For uninsured damage, liability of Rental Firm shall be limited to property damage and loss occurring willfully or due to gross negligence, unless Rental Firm has infringed key contractual obligations. This limitation of liability also applies in favor of employees of Rental Firm and legal agents and assistants of the same. The limitation of liability does not apply for a statutorily prescribed no-fault liability of Rental Firm or for liability arising out of any contractually undertaken guarantee and in the event of culpable death, injury or impaired health caused by Rental Firm, a legal agent or assistant of the same. Rental Firm disclaims all liability for objects and items that are left behind or forgotten when the rental vehicle is returned.

13. Liability of Renter

a) Renter is liable to Rental Firm for damage or loss of the vehicle and any damage beyond this scope incurred by Rental Firm due to the infringement of contractual obligations, where Renter is culpable for said damage or loss, subject to the following provisions:

b) In the event of minor negligence Renter shall be liable during the agreed usage period solely up to a contractually agreed deductible, per damage claim, so long as provisions do not entail any further liability. If Renter delays return of the vehicle, from the commencement of delay he/she shall have unlimited liability in accordance with the legal provisions for any damage incurred.

c) The limitation of liability to the contractually agreed deductible does not apply for damage intentionally caused by Renter. In this case, Renter shall be liable for the full amount of damages. If Renter causes any damage incident during the agreed usage period due to gross negligence, Renter shall be liable to Rental Firm for an amount commensurate to the severity of the negligence, up to and including the full amount of the loss.

The limitation of liability also no longer applies to the contractually agreed deductible if Renter deliberately infringes the contractual obligations stipulated in clauses 2 (Minimum driver age) 8, (Vehicle handover and return), 10, b.c.d.e.f.g. (Obligations), and 11, (Conduct in the event of accident or damage). Under such circumstances, Renter shall be liable for the full amount of damages for all damage for which he/she is culpable. In the event of a grossly negligent infringement of the specified contractual obligations during the agreed usage period, Renter shall be liable to Rental Firm in an amount commensurate to the severity of the negligence, up to and including the full amount of the loss. The burden of proving that gross negligence has not occurred lies with Renter. The limitation of liability shall not lapse when the infringement of a contractual obligation has no impact on the occurrence of damage or on the assessment of damage and the existence of pre-conditions for granting the limitation of liability. This does not apply in the event of malicious conduct.

d) Upon expiry of the agreed usage period Renter shall be fully liable in accordance with the general statutory provisions.

e) For damage to the vehicle or third parties caused by transported animals, Renter shall be liable in accordance with the legal provisions.

f) Multiple Renters shall be jointly liable.

g) Renter undertakes to indemnify Rental Firm in full against all charges, taxes, fines and penalties to which he/she is subject during the usage of the rental vehicle. Detailed cost summaries, etc. shall be charged to Renter plus a processing charge in accordance with additional information on the rental contract, unless Renter proves that Rental Firm was exposed to no or minimal damage or expense.

h) Provided the clarification of culpability remains pending, Rental Firm is entitled to withhold the deposit.

14. Time-barring

a) Renter must immediately inform Rental Firm in writing of details of any obvious defect to the rental vehicle. To ensure compliance with the requirement for immediate notification, the prompt delivery of said notification by Renter shall suffice. Should Rental Firm be unable to rectify matters due to lack of notification, claims of Renter shall only be possible if he/she is not responsible for such damage.

b) All contractual claims of Renter shall be time-barred to 12 months, as calculated with effect from the statutory period of limitation, unless involving damage in the form of death, injury or health of Renter or in cases in which Rental Firm, a legal agent or assistant of the same has caused such damage willfully or through

gross negligence. If claims have been exercised by Renter, the statute of limitations shall be delayed until the day Rental Firm rejects the claims in writing.

c) Claims for damages from Rental Firm due to modification and deterioration of the rented item shall be time-barred after a 12-month period, which shall generally commence as of the return of the vehicle at the agreed rental station. If any accident has been recorded by the police, claims for damages of Rental Firm against Renter shall be admissible only if Rental Firm has had the opportunity to examine the investigation file. The commencement of the time-barring period shall be no later than 6 months after return of the rental vehicles. Rental Firm is obliged immediately and with its best efforts to strive to view the file and to inform Renter immediately at the time of viewing said file.

15. General provisions

a) If the signatory of the rental contract is not the expressly designated representative of Renter, he/she shall be personally liable as joint debtor in addition to the person, company or organization on whose behalf he/she has concluded the rental contract.

b) Offsetting of any claims is excluded, unless such claims or demands are undisputed or legally enforceable.

c) Rental Firm is entitled to commission third parties to fulfill its contractual obligations.

d) The transfer of claims arising out of the rental contract to third parties is excluded, as is the exercising of such claims on a personal basis.

16. Data collection, processing and use

a) Rental Firm collects, processes and uses Renter's/the driver's personal data for the purpose of processing the rental contract as the controller in the sense of Art. 6(1) (a), GDPR.

b) These data may be transferred among Rental Firm, ADAC Autovermietung GmbH and its contractual partners/licensees/franchisors and to other authorized third parties (e.g. debt collection agencies, lawyers) for the purposes of the contract.

c) In addition, personal contract data may be disclosed to the competent authorities if and to the extent Rental Firm is obliged to disclose such information to the respective authority (e.g. public prosecutor's office). Rental Firm shall also be entitled to disclose Renter's personal data in response to requests from authorities in relation to violations reported during the respective rental period, e.g. traffic tickets, fines and other charges. The data shall not be transferred to any other third party, unless they are required for the performance of the contract, e.g. to Renter's credit card company for settlement purposes and, where clauses 13 g) and h) apply, to the company or competent agency for claiming any charges or costs directly from Renter.

d) Rental Firm reserves the right to equip, or has equipped, some of its rental vehicles with a state-of-the-art, satellite-based tracking system. This system allows to determine a vehicle's position data as well as to locate a vehicle and render it immobile in an emergency (theft, robbery, sabotage, infringement of entry regulations). Where this procedure involves the collection of personal data, Rental Firm shall not use them unless for the purposes of locating the vehicle and rendering it immobile.

17. Final clauses

a) The place of performance is the office of Rental Firm or the agreed rental station.

b) Any alterations to the general rental conditions and supplementary agreements must be made in writing by both parties to be valid, provided oral agreements exist beforehand and at the time of concluding the contract. Third-party declarations shall be excluded and in particular shall have no binding effect on the rental agreement between Rental Firm and Renter.

c) The contract concluded between Rental Firm and Renter shall be governed exclusively by German law. The provisions of the rental contract shall prevail, supplemented and reinforced by the relevant legal provisions.

d) If any provision is or becomes invalid, the validity of the remaining provisions shall be hereby unaffected.

e) If Renter is a trader as defined by the Commercial Code, an independent legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims that arise out of or as a result of this contract is agreed as the registered office of Rental Firm. The same applies with respect to individuals who have no general place of jurisdiction in Germany or individuals who, after concluding the contract, relocate their place or residence or usual abode outside Germany or where their place of residence or usual abode is unknown at the time any action is filed.

Version: March 15, 2022