

## **General Rental Conditions**

### **DRM Deutsche Reisemobil Vermietungs GmbH**

(valid from February 1st, 2022)

Dear customers,

The following Terms and Conditions, insofar as effectively agreed on, become the content of the contract concluded between the company Deutsche Reisemobil Vermietungs GmbH – hereinafter referred to as “DRM” – and you in the event of the conclusion of a contract for the booking of a motorhome. Therefore, please read these Terms and Conditions carefully.

#### **1. Applicable Law, Position of the Customer, Contract Content**

1.1. The object of the contract with DRM is exclusively the rental of a motorhome. DRM does not owe any travel services and in particular no totality of travel services (package tour).

The statutory provisions on the package travel contract, in particular § 651 a-I BGB (German Civil Code), do not apply to the contractual relationship either directly or indirectly.

1.2. In accordance with the choice of law made in Clause 22 of these terms and conditions, the contractual relationship between DRM and the customer shall be governed primarily by these Terms and Conditions, or alternatively by the statutory provisions on the rental contract, §§ 531 et seq. Civil Code of the Federal Republic of Germany shall apply.

1.3. Several Hirers are liable as joint and several debtors.

1.4. Part of the rental agreement is also the take-over and return protocol to be filled in completely and signed by the Hirer and the return station.

1.5. The rental period begins when the Hirer takes possession of the motorhome. For proper return, the Hirer must personally hand over the motorhome to a DRM representative at a DRM station and sign the return protocol which the representative prepares upon return. Until this time, the Hirer is liable for damage to the motorhome in accordance with the following provisions; the Hirer is also liable for the rental fee or, after expiry of the agreed contract period, for damage resulting from the delayed return.

1.6. DRM will not participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the VSBG and is not obliged to do so.

1.7. It is stipulated in advance that the progressive use of the rental object beyond the agreed time does not constitute an implicit extension of the tenancy.

The parties recognise all documents (e.g. the takeover and handover protocol) as binding, even without a signature.

## **2. Minimum Age, Driving Licence, Authorised Drivers**

2.1 The minimum age of the Hirer and all drivers is 21 years. Class 3 driving licence for all models. Class B for vehicles with a gross vehicle weight of up to 3,500 kg and class C1 for vehicles with a gross vehicle weight of more than 3,500 kg. Drivers with class B and C1 licences must have held the licence for at least two years.

Presentation of the driving licence and valid identity card/passport by the Hirer and/or the driver at the time of pick-up is a prerequisite for the handover of the vehicle. If there is a delay in taking over due to a lack of presentation of these documents, this shall be at the expense of the Hirer. If these documents cannot be presented either at the agreed time of takeover or within a reasonable period of grace, the Rental Company is entitled to withdraw from the contract. The cancellation conditions of Clause 6.3 shall apply.

The presentation of an international driving licence (for non-EU members) may be required by the Rental Company or by official authorities of the country.

DRM is entitled to make copies of the above documents.

2.2 Please note that certain DRM vehicles have a gross weight of more than 3.5 tonnes and an appropriate driving licence is required to drive such vehicles. For safety's sake, holders of a Class B driving licence must consult the Rental Company regarding the technically permissible total mass of the vehicle rented by the Hirer. If an appropriate driving licence cannot be presented at the time of rental, the vehicle will be deemed not to have been collected. In this case, the corresponding cancellation conditions of Clause 6.3 shall apply.

## **3. Rental Prices, Insurances**

3.1. Generally, the prices from the price list valid at the time of conclusion of the contract shall apply as the rental price, unless a special price has been agreed and the rental price agreement is not based on an obvious error. Different seasons are taken into account when calculating prices.

3.2. The rental prices include: unlimited free kilometres; comprehensive insurance with 1,500 EUR excess per claim; third-party liability insurance with 100 million EUR coverage for personal injury, property damage and financial loss (personal injury 8 million EUR per injured person); manufacturer's mobility guarantee. Fuel and operating costs shall be borne by the Hirer.

3.3. The daily rates are calculated per 24 hours or part thereof. If the vehicle is returned after the time agreed in writing, DRM will charge 30 EUR per hour or part thereof (but no more than the total daily rate for each day late) and will pass on to the Hirer any claims for damages that the successor Hirer or other persons make against DRM on account of a late takeover of the vehicle.

3.4. If the vehicle is returned before the expiry of the agreed rental period, the full contractually agreed rental price must be paid, unless the vehicle can be rented to someone else. According to the respective valid price list, the specified minimum rental period during certain travel times must be observed. A one-off service fee is charged for each rental.

#### **4. Booking (Conclusion of Contract), Performance**

4.1. With the booking, the customer offers DRM the binding conclusion of a rental contract on the basis of these rental conditions and the service description in the brochure or on the Internet.

4.2. In the case of electronic transmission of the booking (via email or internet), DRM will immediately confirm receipt of the booking to the customer electronically. This confirmation of receipt does not yet constitute a booking confirmation and therefore does not constitute a claim by the customer to the conclusion of a rental contract.

4.3. The rental contract is concluded exclusively by written confirmation from DRM to the customer.

4.4. The subject of the service is exclusively a vehicle of the booked vehicle group, not a specific vehicle type.

4.5. Information in third-party brochures, information and assurances from third parties, in particular from manufacturers, vehicle handover points and travel agents, which go beyond the description of services and the contractual information provided by DRM or contradict these, are not binding for DRM.

#### **5. Payment Terms, Deposit**

5.1. After receipt of the written booking confirmation, a deposit of 300 EUR is to be transferred to the DRM account mentioned in the confirmation within 10 days.

5.2. The balance is to be transferred to the account specified by DRM 30 days before the start of the rental period (free of charges and fees, especially in the case of payments from abroad), whereby the timeliness of the payment is determined by the time the account is credited.

5.3. A deposit in the agreed amount, as stated in the service description and noted in the booking confirmation, is to be paid with the final payment. Alternatively, the deposit can be paid by Visa/Mastercard on the day of departure. Unless otherwise expressly agreed, the deposit shall amount to 1,500 EUR per vehicle. The deposit will be refunded by DRM (Head Office in Markt Schwaben) upon return of the vehicle in proper condition and after final settlement of the rental contract. Any extras incurred will be charged against the deposit when the vehicle is returned. If the claim arising from the rental agreement is paid by credit card, the signature of the credit card holder shall also be deemed to be authorisation for subsequent charges as a result of claims culpably caused by the Hirer (up to a maximum of 1,500 EUR, per claim).

5.4 In case of short-term bookings (less than 30 days to the start of the rental period), the rental price is due immediately.

5.5. Insofar as DRM is willing and able to provide the contractually owed service and there is no legal or contractual right of retention on the part of the customer, there is no entitlement to the contractual services, in particular the takeover of the vehicle, without full payment of the rental price and the deposit.

5.6. If the down payment, balance payment and deposit payment are not made within the contractually agreed due dates, DRM may withdraw from the contract after issuing a reminder with a deadline and charge the customer with withdrawal costs in accordance with Clause 6 of these Terms and Conditions.

5.7. Insofar as the customer does not fall into arrears prematurely due to a previous reminder by DRM, default in payment occurs at the latest 30 days after the due date and receipt of the booking confirmation and invoice, even without a reminder by DRM.

## **6. Vehicle Groups, Cancellation and Rebooking**

6.1 Bookings are only binding for the vehicle group stated in the reservation, but not for the respective vehicle type. This also applies if a specific vehicle type is given as an example in the description of the vehicle group. The Rental Company reserves the right to rebook the Hirer to a vehicle of equal or greater value.

6.2. It is pointed out that there is no general statutory right to withdraw from rental contracts. It is further pointed out that due to the legal provision of § 312b (3) No. 6 BGB (German Civil Code) a right of revocation also does not exist.

6.3. DRM does, however, grant the customer a right of withdrawal which, in the customer's interest, should be exercised in writing. In the event of withdrawal from the contract, DRM shall invoice the following cancellation fees, the assessment of which shall take into account saved expenses and the usual possibility of renting the room to another party in accordance with the principles of Section 537 (1) sentence 2 of the German Civil Code (BGB):

- a) up to 50 days before takeover: 10% of the rental price, but at least 300 EUR
- b) from the 49th to the 15th day before takeover: 50% of the rental price;
- c) from the 14th day before takeover: 80% of the rental price;
- d) on the day of rental or in the event of non-acceptance of the vehicle: 95% of the rental price.

6.4. The Hirer is at liberty to prove to DRM that it has incurred no loss or a significantly lower loss.

6.5. After conclusion of the contract, the customer shall not be entitled to any changes with regard to the start of the rental period, the type of vehicle, the pick-up and/or return station or the equipment (rebooking). If a rebooking is possible and is nevertheless made at the request of the customer, DRM may charge a rebooking fee of 25 EUR per rebooking transaction up to the 51st day before the start of the rental period. Rebooking requests made by the customer at a later date can only be carried out, insofar as their implementation is possible at all, after withdrawal from the contract under the conditions in Clause 6.3 and simultaneous rebooking. This does not apply to rebooking requests that only incur minor costs.

6.6 DRM is entitled to terminate the rental contract for good cause without notice and without payment of compensation if:

- the Hirer fails to make an agreed payment or provide security (deposit) even after expiry of a reasonable grace period set by the Rental Company;
- the Hirer is unable to present the required documents in accordance with Clause 2.1 when taking over the vehicle, even after a reasonable period of grace set by the Rental Company has elapsed;
- force majeure or other circumstances that the Rental Company is not responsible for – including delivery and logistics problems of any kind – make it impossible to fulfil the contract.

In the event of such an impossibility of performance, the Hirer will be informed immediately by DRM and, if possible, the reservation will be rebooked free of charge or any deposit already paid will be refunded;

- a motorhome was culpably booked with misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of use;
- the purpose or reason for the rental is unlawful,
- there is a breach of material obligations and duties of the Hirer. In the latter case, however, termination shall only be permissible after the unsuccessful expiry of a reasonable deadline set for remedial action, unless setting a deadline obviously does not promise success or immediate termination is justified for special reasons after weighing the interests of both parties. The justified extraordinary termination by the Rental Company does not give rise to a claim for damages on the part of the customer;

If the Hirer is responsible for the extraordinary termination by the Rental Company, the Rental Company shall offset the income from renting the motorhome to another party during the agreed rental period as well as the saved expenses against a claim for damages against the Hirer.

The Rental Company may lump-sum the deduction for saved expenses as follows:

In the event of a termination, the Hirer has to:

- up to 50 days before the start of the rental period: pay 10% of the rental price to the Rental Company.
- 49 up to 15 days before the start of the rental period: pay 50% of the rental price to the Rental Company.
- less than 14 days before the start of the rental period: pay 80% of the rental price to the Rental Company.
- pay 95% of the rental price on the day of rental.
- In the event of termination during the rental period, there will be no refund of unused days.

The Rental Company shall be at liberty to claim further damages.

The Hirer is free to prove that the claim did not arise or did not arise in the amount claimed.

## **7. Liability, Full Coverage, Damages**

7.1. For damage occurring during the rental period and for which the Hirer or his driver is responsible, the Hirer is liable according to the principles of comprehensive insurance for comprehensive damage with an excess of up to 1,500 EUR per claim.

The respective deductible cannot be excluded, but can be reduced for a fee by means of additional insurance from a third-party provider.

Stone chips (windscreen):

Stone chips in windscreens are not repaired for safety reasons; instead, the windscreen must be replaced. The costs are borne by the Hirer within the scope of the deductible.

Tyre damage:

Tyre damage occurring during the journey shall be borne by the Hirer.

The costs of towing services do not have to be borne by the Hirer, provided that the protection cover taken out covers these costs. Material costs (tyres) and installation costs must be borne by the Hirer.

7.2. In order to avoid an increase in costs due to the damage assessment costs, DRM shall, in the event of accident damage, first submit sample invoices for corresponding damage to the Hirer upon request. The Rental Company shall have the right to calculate any repair costs incurred on the basis of a cost estimate based on the repair costs customary in the locality for commercial vehicles. The Hirer is at liberty to prove that the damage is less than calculated in the cost estimate.

7.3. In the event of intentional or grossly negligent causation of the damage, in particular in the event of alcohol or drug-related driving incapacity, the limitation of liability shall not apply. The same applies to damage caused by non-observance of the sign 265 (clearance height) in accordance with § 41 Para. 2 No. 6 StVO (or comparable regulations abroad). Furthermore, despite the agreed limitation of liability, the Hirer shall be fully liable for all damage caused to the roof of the vehicle by the Hirer, as well as damage caused by failure to observe the vehicle dimensions (vehicle height and width), damage caused by improper loading and unloading or by the load, or damage caused by reversing without instruction.

The limitation of liability also does not apply in the event of damage caused by a shifting error or incorrect fuelling (water tank, AdBlue tank or diesel fuel tank), improper use (such as driving on unpaved roads) or by the load.

The same applies to damage to the awning, the interior of the rental vehicle or the pop-up roof including folding roof caused by operating errors.

7.4. If the Hirer has committed a hit-and-run offence or has breached his obligations in accordance with Clause 8 of these Terms and Conditions, he shall also be fully liable, unless the breach had no influence on the determination of the claim. The Hirer is also liable without limitation for all damage to the rental object during the rental period caused by the use of an authorised or unauthorised driver (see Clause 10 and Clause 2), passenger or other guest. The Hirer is also liable in particular for damage caused by use for prohibited purposes (Clause 11), by the load or by improper handling of the vehicle. In all other respects, the statutory liability shall apply.

7.5. The Hirer is liable for all damages claimed by third parties against him or DRM, which the Hirer or drivers authorised by him have caused to third parties during the use of the rental object, unless these are covered by the vehicle's liability insurance.

7.6. The Hirer shall be liable for all fees, charges, fines and penalties incurred in connection with the use of the vehicle for which the Rental Company is held liable, unless caused by the fault of the Rental Company. DRM charges a processing fee of 25 EUR per transaction to compensate for the administrative effort.

## **8. Return Protocol, Notice of Defects**

8.1. Any defects in the rental vehicle or its equipment discovered after the start of the rental period must be reported by the Hirer to the rental station without delay, but at the latest when the vehicle is returned.

8.2. The Hirer cannot assert claims of any kind if the defects giving rise to such claims are not recorded in writing and in detail in the return protocol. Claims shall only not be forfeited if the preparation of a return protocol is omitted for reasons for which the Hirer is not responsible.

## **9. Behaviour in Case of Accidents**

9.1. In the event of an accident, fire, theft or damage caused by game, the Hirer must immediately notify the police and the DRM Head Office in Markt Schwaben. Opposing claims may not be recognised. The same applies to damage caused by touching structures and buildings.

9.2. The Hirer must inform the DRM Head Office in Markt Schwaben immediately by telephone of any damage and submit a detailed written report, including a sketch, at the latest on return.

9.3. The accident report must contain the names and addresses of the persons involved and any witnesses as well as the registration numbers of the vehicles involved and must be signed by both parties.

9.4. If the anticipated amount of damage is higher than the personal liability or if the vehicle no longer has full roadworthiness, the Rental Company must be informed immediately by the Hirer.

## **10. Authorised Drivers**

10.1. The vehicle may only be driven by the Hirer and the authorised drivers specified at the time of rental.

10.2. The Hirer is obliged to keep a record of the names and addresses of all drivers to whom he leaves the vehicle, even temporarily, and to disclose them to the Rental Company at the latter's request in the context of damage reports or penalty notices. The Hirer shall be deemed to be the keeper for the duration of the tenancy.

## **11. Prohibited Use**

11.1. The Hirer is prohibited from using the vehicle: for participation in motor sport events and vehicle tests; for the carriage of highly flammable, toxic or otherwise dangerous substances; for the commission of customs and other offences, even if these are only punishable under the law of the place where the offence was committed; for subletting; for other uses that go beyond the contractual use, in particular on terrain not intended for driving on and unpaved roads.

11.2. The vehicle must be handled carefully and properly and must be properly locked in each case. The relevant regulations and technical rules for use must be observed and the maintenance periods complied with. The Hirer undertakes to regularly check whether the hired object is in a roadworthy condition.

## **12. Handover, Return**

12.1. The Hirer is obliged to take part in a detailed briefing at the handover station when taking over the vehicle. The Rental Company may withhold the handover of the vehicle until the vehicle instruction has taken place. Any delays and costs resulting from this shall be borne by the Hirer.

12.2. Before returning the vehicle, the service water tank must be completely emptied and the interior cleaned by the Hirer. Should this not be the case, the Hirer will be charged for the costs of cleaning work incurred (minimum 100 EUR). If the toilet has to be partially or completely cleaned by the Rental Company, the Hirer will be charged cleaning fees of up to 150 EUR. The return of the vehicle is confirmed by the signature of the employee of the rental station on the return protocol. Without this signature, all damage to the rented vehicle shall be borne by the Hirer, in particular if

the vehicle is parked outside business hours. Handovers take place after instruction from Mon to Fri between 3 and 5 pm, returns take place Mon to Fri between 9 and 10 am, on Saturdays handovers and returns are only possible in the morning, by arrangement and with an additional fee (75 EUR). The return takes place at the station and is confirmed by the Hirer's and Rental Company's signature on the checklist. The handover and return day are calculated together as one day, provided that the above times are observed.

### **13. Replacement Vehicle**

If the booked vehicle cannot be provided at the rental station, the Rental Company reserves the right to provide a vehicle of comparable size and equipment or a larger one. This means that the customer does not incur any additional rental costs. Should a smaller vehicle be offered and accepted by the Hirer, the difference in price between the two vehicles will be refunded. If the provision of a larger vehicle results in higher ancillary costs, such as ferry and toll charges or operating costs, these shall be borne by the Hirer. If the vehicle cannot be further used through the fault of the Hirer, the Rental Company may refuse to provide a replacement vehicle. Termination of the tenancy agreement is excluded in this case.

### **14. International Travel**

International travel within Western Europe is possible. Eastern European countries require the prior consent of the Rental Company. Journeys to war and crisis zones are prohibited.

### **15. Non-smoking Vehicles**

15.1. All DRM motorhomes are non-smoking vehicles. Accordingly, smoking is not permitted in the entire vehicle, both in the driver's cabin and in the living area.

15.2. In the event of proven infringements, DRM may, if necessary, terminate the rental contract extraordinarily and without notice. In addition, a special cleaning fee of 500 EUR will be charged as well as any downtime costs due to the temporary non-rentability of the vehicle.

### **16. Repairs**

16.1. Repairs that become necessary to ensure the operational and road safety of the vehicle may be ordered by the Hirer without further ado up to a price of 150 EUR, larger repairs only with the consent of DRM.

16.2. The repair costs will be reimbursed by the DRM Head Office following presentation of the relevant original receipts and the replaced parts, insofar as the Hirer is not liable for the damage (see Clause 7).



## **17. Remedy, Reduction, Compensation**

17.1. The Hirer has the right to remedy, rent reduction or, as far as DRM is responsible for a defect of the vehicle, to compensation due to non-contractual performance of the rental. To remedy the situation, the Hirer must notify the rental station immediately of any defects found and grant the rental station a reasonable period of time for repair. Claims shall only not be forfeited if the immediate notification of defects is omitted through no fault of the Hirer or a remedy is refused by DRM or is objectively impossible.

17.2. Claims for damages for defects of the vehicle existing before the conclusion of the contract for which DRM is not responsible are excluded.

## **18. Limitation of Liability**

DRM's liability is limited to intent and gross negligence, insofar as this does not concern main contractual obligations. This limitation of liability does not apply in cases of strict liability or to the liability of DRM, its legal representatives and its vicarious agents in the event of bodily injury, damage to health or loss of life.

## **19. Preclusion Period, Limitation Period**

19.1. Claims for non-contractual performance of the rental must be filed in writing by the Hirer at our registered office within one month of the contractually agreed return of the vehicle. After expiry of the deadline, claims can only be asserted if there is no fault in the failure to comply with the deadline. The period begins no earlier than the time at which the customer becomes aware of the circumstances giving rise to the claims against DRM.

19.2. The customer's claims against DRM arising from the rental contract, irrespective of the legal grounds – but with the exception of the customer's claims arising from tort - shall become statute-barred after one year.

19.3. The limitation period begins at the end of the year in which the claim arose and the customer becomes aware of circumstances giving rise to the claim and DRM as the debtor or should have become aware without gross negligence.

19.4. If negotiations are pending between the customer and DRM regarding asserted claims or the circumstances giving rise to the claim, the limitation period is suspended until the customer or DRM refuses to continue the negotiations. The aforementioned limitation period of one year shall commence at the earliest 3 months after the end of the suspension.

## **20. Storage and Disclosure of Personal Data**

20.1. The Hirer agrees to DRM storing their personal data.

20.2. DRM may transfer this data to third parties who have a justified interest if the information provided at the time of rental is incorrect in material respects or if the rented vehicle is not returned within 24 hours of the expiry of the rental period, which may have been extended, or if rental claims have to be asserted in legal dunning proceedings via the central warning ring. Furthermore, the data may be forwarded to all authorities responsible for the prosecution of administrative offences and criminal offences in the event that the Hirer has actually behaved dishonestly or there are sufficient

indications of this. This applies, for example, in the event of false rental information, presentation of false or lost personal documents, failure to return the vehicle, failure to report a technical defect, traffic violations, etc.

## **21. GPS Tracking of Vehicles**

DRM vehicles may be equipped with a GPS tracking system.

## **22. Choice of Law and Place of Jurisdiction**

22.1. The contractual relationship between the customer and DRM shall be governed exclusively by German law. This applies to the entire legal relationship. This also applies to disputes and claims against the customer's fellow travellers.

22.2. Insofar as German law is not applied to the liability of DRM on the merits in the event of legal action by the customer against DRM abroad, German law shall apply exclusively with regard to the legal consequences, in particular with regard to the type, scope and number of claims of the customer.

22.3. The customer may only sue DRM at its registered office.

22.4. The customer's place of residence is decisive for legal actions of DRM against the customer. For legal actions against customers or contractual partners of the rental contract who are merchants, legal entities under public or private law or persons who have their domicile or habitual residence abroad, or whose domicile or habitual residence is not known at the time the action is brought, the place of jurisdiction is agreed to be the registered office of DRM.

22.5. The above provisions shall not apply:

- a) if and to the extent that provisions of international agreements which are applicable to the rental agreement between the customer and DRM and which cannot be contractually excluded result otherwise in favour of the customer or
- b) if and to the extent that non-mandatory provisions applicable to the rental contract in the EU member state to which the customer belongs are more favourable to the customer than the following provisions or the corresponding German provisions.

Deutsche Reisemobil GmbH, last updated: January 2022