



roadsurfer

Si prega di notare le seguenti informazioni:

Le condizioni applicabili e il vostro partner contrattuale dipendono dal luogo di ritiro del camper concordato.

Quando si prenota un camper per il ritiro

- in **Europa (compreso il Regno Unito, la Svizzera e la Norvegia)** è la
 - **Partner contrattuale:** Roadsurfer GmbH, Winzererstraße 47d, 80747 Monaco di Baviera, Germania e la
 - **Le condizioni contrattuali applicabili** sono: Condizioni generali di contratto secondo la [sezione A.](#);

- all'interno degli **Stati Uniti d'America (USA)** è il
 - **Partner contrattuale:** RS USA, Inc., 838 Walker Road, Suite 21-2 Dover, DE, 19904, Stati Uniti d'America e la
 - **Le condizioni contrattuali applicabili** sono: Termini e condizioni generali in conformità con la [sezione B.](#);

- all'interno del **Canada** è il
 - **Partner contrattuale:** Roadsurfer Canada Inc., Suite 1700, Park Place, 666 Burrard Street, Vancouver, BC V6C 2X8 e la
 - **Le condizioni contrattuali applicabili** sono: Condizioni generali di contratto in conformità alla [sezione C.](#);

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Condizioni generali di contratto

1. Diritto applicabile, contenuto del contratto, posizione del cliente

L'oggetto del contratto è esclusivamente la concessione in noleggio di un camper con arredi interni standard o individuali e di eventuali accessori del camper da parte di roadsurfer GmbH in qualità di locatrice che concede l'oggetto del noleggio al noleggiatore.

Per il contratto viene applicato esclusivamente il diritto della Repubblica Federale di Germania se la cessione in noleggio avviene in una sede della locatrice in Germania. Sono esclusi il diritto di compravendita internazionale ONU e il diritto privato internazionale tedesco. In caso di noleggio in una sede fuori dalla Germania e se il noleggiatore è un consumatore, ovvero una persona fisica che conclude un negozio giuridico per fini non riconducibili ad una attività commerciale o di libera professione (cfr. § 13 del codice civile tedesco), possono essere applicate le vincolanti disposizioni sulla tutela del consumatore vigenti nello stato nel quale il noleggiatore è domiciliato a condizione che queste disposizioni concedano al noleggiatore una ampia tutela.

Per la definizione del contratto sono determinanti i seguenti documenti:

1. Il contratto di noleggio con le rispettive condizioni concordate e la relativa relazione sullo stato della vettura noleggiata,
2. La conferma di prenotazione per e-mail,
3. Le presenti condizioni generali di contratto.

Il noleggiatore utilizza la vettura noleggiata sotto propria responsabilità ed effettua autonomamente i suoi tragitti. La locatrice non offre servizi di viaggio. Le disposizioni di legge relative al contratto forfettario di viaggio, in particolare i §§ 651 lettera a – lettera m del codice civile tedesco, non vengono applicate al rapporto contrattuale né direttamente né in maniera corrispondente.

Ai sensi dell'art. 312 g (2) n. 9 del Codice Civile tedesco (BGB), non è previsto il diritto di recesso per i contratti di locazione stipulati con i consumatori utilizzando esclusivamente mezzi di comunicazione a distanza o al di fuori dei locali commerciali.

La vettura noleggiata può essere utilizzata solo all'interno dei seguenti Stati ("**Stati autorizzati**"): Stati membri dell'UE, così come Islanda, Norvegia, Svizzera, Albania, Andorra, Bosnia ed Erzegovina, Moldavia, Macedonia del Nord, Montenegro, Serbia e Gran Bretagna.

Sono esclusi e non autorizzati viaggi e tragitti in Azerbaigian, Bielorussia, Israele, Iran, Marocco, Russia, Tunisia, Turchia, Ucraina e tutti gli altri Stati non membri dell'UE, salvo i territori espressamente autorizzati ed indicati quali Stati autorizzati.

Il locatario non è autorizzato a rimuovere e/o modificare parti del veicolo, in particolare componenti della trasmissione, dei freni, dello sterzo e/o della carrozzeria, né a disattivare i sistemi telematici senza il previo consenso scritto del locatore. In caso di violazione colposa, il Locatore ha diritto a una risoluzione straordinaria.

I camper verranno dati in noleggio esclusivamente per finalità private, come ad esempio viaggi vacanza, per la partecipazione ad eventi sportivi, l'utilizzo quotidiano etc. Qualsiasi utilizzo commerciale, comportamento alla guida insolito (ad esempio stesso tragitto più volte avanti e indietro, tragitti con taxi o navette) o l'utilizzo per traslochi è vietato. In caso

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d'infrazione la locatrice ha facoltà di risolvere il contratto di noleggio senza alcun preavviso per giustificato motivo e a richiedere eventualmente un risarcimento.

Al noleggiatore è fatto divieto di utilizzare la vettura noleggiata per partecipare a eventi sportivi di motori e test con vetture, per il trasporto di materiali esplosivi, facilmente incendiabili, nocivi, radioattivi o altre sostanze pericolose. L'utilizzo della vettura è vietato anche per commettere reati penali in materia doganale o altri tipi di reati penali anche se questi reati sono passibili di pena solo in base al diritto dello stato dove sono stati commessi, per concedere in subnoleggio o prestito o per altri fini commerciali – tranne quelli espressamente concordati contrattualmente – o per altri utilizzi che eludono dall'uso previsto dal contratto. In caso di dubbi relativi all'utilizzo della vettura oggetto del noleggio, la locatrice si riserva il diritto di non concederla in uso.

È vietato incollare e/o rimuovere le insegne pubblicitarie Roadsurfer sulle vetture. L'apposizione di un'altra etichetta (Co-Branding) può essere concessa in via eccezionale e solo previo assenso.

Il noleggio di un camper per essere utilizzato come spazio per il telelavoro per attività di ufficio da parte del noleggiatore e dei suoi collaboratori (in caso di noleggio da parte di clienti aziendali) non rappresenta un utilizzo per fini commerciali.

2. Persone autorizzate alla guida della vettura

Le persone autorizzate alla guida dei camper sono sostanzialmente tutte le persone fisiche maggiorenni che al momento del noleggio siano in possesso di una regolare patente di guida della classe 3 o B da almeno un anno.

I noleggiatori e tutti i conducenti verranno inseriti per iscritto nel contratto di noleggio e alla consegna della vettura dovranno esibire alla locatrice la loro patente di guida originale. Non verranno accettate copie. Il detentore della vettura oggetto del noleggio per tutta la durata del periodo di noleggio concordato è il noleggiatore.

Il noleggiatore dovrà difendere le azioni del conducente come se fossero le proprie. Più noleggiatori rispondono in solido.

Dovranno essere comunicate alla locatrice tutte le persone che viaggiano nella vettura noleggiata durante il periodo del noleggio. In caso di dubbi circa la veridicità della finalità indicata e il numero dei viaggiatori nella vettura, la locatrice si riserva il diritto di non consegnare la vettura.

La vettura oggetto del noleggio può essere guidata solo dal noleggiatore e dai conducenti indicati nel contratto di noleggio. Se il noleggiatore lascia guidare la vettura ad un conducente non autorizzato, viola le condizioni di noleggio. Il noleggiatore risponde di tutti i danni causati da un conducente non autorizzato alla guida della vettura. Il conducente non autorizzato non dispone di una assicurazione derivante dai servizi aggiuntivi offerti dalla locatrice (pacchetti tutto completo etc.). Una copertura assicurativa in questi casi è possibile solo nell'ambito di una assicurazione di responsabilità civile contro terzi prevista dalla legge.

Un noleggio della vettura oggetto del noleggio a clienti aziendali è consentito solo per fini privati ai sensi del punto 1 del noleggiatore o dei suoi collaboratori. Se sulla base di un accordo contrattuale presente nel contratto di noleggio il noleggiatore in quanto cliente aziendale può concedere la vettura oggetto del noleggio ai suoi collaboratori, il

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noleggiatore è tenuto ad accertarsi che la vettura noleggiata sia concessa in uso solo a collaboratori che sono autorizzati a guidare ai sensi del punto 2.

Il noleggiatore e/o il conducente non possono guidare la vettura se la loro capacità di guida è compromessa, in particolare se sotto effetto di alcool, droghe o semplicemente a causa di malattia.

Il locatario non è autorizzato a rimuovere e/o modificare parti del veicolo, in particolare componenti della trasmissione, dei freni, dello sterzo e/o della carrozzeria, né a disattivare i sistemi telematici senza il previo consenso scritto del locatore. In caso di violazione colposa, il Locatore ha diritto a una risoluzione straordinaria.

3. Prezzi

Il prezzo di noleggio totale comprende la tariffa di noleggio giornaliera, attrezzatura eventualmente prenotata e una tariffa forfettaria di servizio. Nella tariffa di noleggio giornaliera è compresa la concessione della vettura per il periodo di noleggio stabilito nel contratto di noleggio. Il prezzo comprende anche i costi di manutenzione e riparazione di eventuali parti usurate, oltre alla copertura assicurativa concordata. Valgono i prezzi pubblicati su <https://roadsurfer.com/it-it/> al momento della stipula del contratto compresa la relativa imposta sul valore aggiunto. La relativa tariffa di noleggio giornaliera è consultabile nel listino prezzi su <https://roadsurfer.com/it-it/tariffe/>

Oltre alla tariffa di noleggio giornaliera per ogni noleggio è prevista una tariffa forfettaria di servizio pari a 99 Euro. Per le vetture a noleggio per le quali è consentito portare animali domestici tale tariffa forfettaria ammonta a 179 Euro. La tariffa forfettaria di servizio copre i costi per la fornitura del veicolo.

Tutti i costi non compresi espressamente nel prezzo di noleggio totale e che sono regolati da questa tariffa sono a carico del noleggiatore. Rientrano in particolare i costi per il pedaggio, per il carburante, parcheggio, per il campeggio e altri costi di parcheggio e trasporto come ad esempio costi per il traghetto. In casi specifici è possibile che un noleggiatore precedente abbia pagato determinati costi o tariffe (ad es. vignetta annuale per la Svizzera) dei quali può usufruire anche il noleggiatore nell'attuale rapporto contrattuale di noleggio. A tal riguardo è esclusa la rivendicazione di diritti a tali ulteriori servizi.

Anche eventuali contravvenzioni o multe sono a carico del noleggiatore. La locatrice chiederà il pagamento di 19 Euro per ogni pratica relativa al disbrigo di mandati penali, multe per autovelox e biglietti per il parcheggio.

Il locatario autorizza il locatore ad addebitare i costi dell'auto a noleggio dovuti in base al rapporto contrattuale e tutti gli altri crediti relativi al contratto di noleggio sul metodo di pagamento presentato al momento della stipula del contratto di noleggio o successivamente o indicato nel contratto di noleggio.

In particolare il noleggiatore autorizza la locatrice ad addebitare sulla sua carta di credito la tariffa concordata ai sensi del punto 3 delle condizioni generali di contratto per mandati penali, multe per autovelox e biglietti per il parcheggio, commissioni per danni ai sensi del punto 11 e commissioni per pedaggi ai sensi del punto 14. Tutti i chilometri percorsi dal noleggiatore con la vettura noleggiata sono inclusi nel prezzo di noleggio giornaliero, salvo diversamente concordato per iscritto e a condizione che non vi siano comportamenti

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inusuali alla guida. Se in un secondo momento viene riscontrato un utilizzo non consono all'uso previsto, il noleggiatore è tenuto a risarcire il danno.

Sconti speciali (offerte speciali, offerte per collaboratori od offerte per eventi fieristici) di solito non sono combinabili tra di loro, né tantomeno con altri sconti come sconti a lunga durata o sconti per chi prenota in largo anticipo.

4. Prenotazione

Inviando il modulo di prenotazione debitamente compilato il noleggiatore trasmette un'offerta vincolante per la stesura del contratto di noleggio e accetta le condizioni generali di contratto della locatrice tramite una procedura "Opt in" nel processo di prenotazione.

A fini informativi il noleggiatore riceve una notifica sulla pagina della prenotazione e una mail diretta (Instant Mail) da parte della locatrice con la conferma di ricezione della richiesta di prenotazione. Dopo la ricezione della conferma di prenotazione scritta inviata dalla locatrice per email tramite il portale di prenotazione di <https://booking.roadsurfer.com/it/rent> la prenotazione e il noleggio sono accettati in maniera vincolante da parte della locatrice (=avvenuta stipula del contratto) e la vettura oggetto del noleggio è da considerarsi prenotata in maniera vincolante.

Nell'ambito della propria libertà di disposizione la locatrice ha facoltà di rifiutare la stipula del contratto di noleggio.

L'importo dell'acconto di una prenotazione ammonta al 50% del prezzo di noleggio totale (inclusi extra e quota forfettaria di servizio) e deve essere versato entro 7 giorni dalla prenotazione (quindi dopo la ricezione della conferma di prenotazione). Il restante pagamento del restante 50% della somma totale dovrà essere accreditato alla locatrice entro 60 giorni prima dell'inizio del viaggio. In caso di prenotazione meno di 60 giorni prima dell'inizio del viaggio dovrà essere versato immediatamente l'intero prezzo del noleggio. Qualora l'acconto o il restante pagamento non giungano nei tempi previsti, la locatrice potrà a propria discrezione decidere quando cancellare definitivamente la prenotazione.

5. Cancellazione

Nel caso in cui il noleggiante cancelli la propria prenotazione vincolante si applica il diritto contrattuale di recesso regolato come di seguito a seconda del momento di ricezione della comunicazione di recesso da parte del noleggiatore:

- **Tra 0 e 48 ore** prima dell'inizio concordato del periodo di noleggio: deve essere corrisposto a Roadsurfer l'intero prezzo totale del noleggio, compresi gli extra. A causa della dichiarazione di recesso non sussiste il diritto ad ottenere un buono (di seguito "buono di cancellazione") od il rimborso dei pagamenti effettuati.

- **Tra 48 ore e 59 giorni** prima dell'inizio concordato del noleggio: deve essere corrisposto a Roadsurfer l'intero prezzo totale del noleggio, compresi gli extra. Tuttavia, il noleggiante riceverà un buono di cancellazione del valore del 50% del costo totale del noleggio da riscuotere alla stipula di un futuro contratto di noleggio. Resta esclusa qualsiasi ulteriore richiesta di rimborso del restante 50% del costo totale del noleggio da parte del noleggiante.

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Nel caso in cui il noleggiante aggiunga un'**opzione Flex** a pagamento al momento della stipula del contratto di noleggio, alla cancellazione avvenuta tra 48 ore e 59 giorni prima dell'inizio concordato del periodo di noleggio si applica quanto segue:

- La cancellazione è **gratuita** e il noleggiante riceverà un buono di cancellazione pari all'importo dei pagamenti effettuati fino a quel momento o potrà effettuare una nuova prenotazione per qualsiasi periodo dell'importo pari al prezzo totale del noleggio.

- Nel caso in cui una nuova prenotazione comporti un prezzo di noleggio totale superiore a quello originariamente concordato, il noleggiante dovrà pagare la differenza. Nel caso in cui invece il nuovo prezzo di noleggio sia inferiore, il noleggiante riceverà un buono di cancellazione per l'importo pari alla differenza rispetto al prezzo di noleggio totale originariamente concordato.

- **Nel caso in cui la cancellazione venga effettuata almeno 60 giorni** prima dell'inizio concordato del periodo di noleggio, la cancellazione è gratuita e gli eventuali pagamenti effettuati saranno rimborsati al noleggiatore. Tuttavia, se il prezzo totale del noleggio è stato pagato dal noleggiatore in tutto o in parte tramite un buono di cancellazione od un buono regalo, il noleggiatore riceverà solamente un buono di cancellazione pari all'importo del buono di annullamento o del buono regalo presentato al momento del pagamento.

Cambio prenotazione: se il noleggiatore non ha prenotato un'opzione Flex onerosa al momento della stipula del contratto di noleggio, esiste la possibilità di effettuare una nuova prenotazione per un altro periodo di noleggio ove il noleggiatore offra la possibilità di una nuova prenotazione dietro pagamento di un contributo per nuova prenotazione dovuto al momento della nuova prenotazione.

Attrezzatura eventualmente già prenotata non può essere cancellata separatamente dalla prenotazione. I costi per l'attrezzatura, quale portabiciclette o toilette per camping, non verranno restituiti in caso di cancellazione.

È fatta salva la facoltà del noleggiatore di dimostrare che non vi è stato alcun danno o che il danno è di portata più limitata.

In caso di recesso anticipato dal contratto di noleggio tramite la restituzione della vettura non sorge in capo al noleggiatore un diritto ad un risarcimento parziale del prezzo di noleggio, ad ottenere un buono di cancellazione od un cambio di prenotazione (parziale) per un altro periodo di noleggio.

Per i buoni di cancellazione valgono le seguenti condizioni:

- Hanno una validità di 1 anno dalla data di emissione.
- Dopo la cancellazione di una prenotazione pagata con un buono di cancellazione, per il relativo buono di cancellazione emesso vale la data di scadenza del primo buono di cancellazione.
- Non è possibile ottenere un pagamento in contanti del valore del buono.
- Valgono i prezzi e le condizioni generali di contratto attuali fino alla conclusione della prenotazione. Non vi è alcun diritto di ottenere il prezzo di noleggio iniziale.
- Non è consentita la rivendita, il trasferimento e/o la cessione dei buoni di cancellazione.

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6. Modalità di pagamento e cauzione

Alla decorrenza del periodo di noleggio dovrà essere versata a titolo cautelativo tramite carta di credito una cauzione di 800€ per la restituzione della vettura senza danni e perfettamente pulita. La cauzione verrà quietanzata al noleggiatore sul modulo con il contratto di noleggio. Senza il deposito della cauzione non verrà consegnata la vettura. In caso di versamento ritardato dell'acconto, pagamento finale o della cauzione, la locatrice ha facoltà di recedere senza preavviso dal contratto di noleggio per giustificato motivo, riservandosi il diritto al risarcimento di danni.

Al momento della consegna del veicolo all'inizio del periodo di noleggio, qualsiasi danno esistente al veicolo a noleggio sarà registrato per iscritto e un rapporto sulle condizioni sarà consegnato al Noleggiatore. Se il veicolo viene restituito in condizioni integre, a parte i danni elencati nel rapporto sulle condizioni, il deposito verrà rimborsato immediatamente dopo la fine del periodo di noleggio, a condizione che il deposito sia stato pagato con carta EC. Se il deposito è stato bloccato con carta di credito, verrà automaticamente sbloccato dopo la restituzione del veicolo a noleggio. Tuttavia, ciò non esonera il Noleggiatore dalla responsabilità per i difetti o i danni nascosti o celati che vengono scoperti dalla Società di noleggio entro 48 ore dalla restituzione del veicolo noleggiato.

In caso d'incidente la cauzione e la relativa franchigia del noleggiatore verranno trattenute dalla locatrice e/o richieste fino a che la responsabilità d'incidente viene accertata in sede giudiziale o stragiudiziale.

Ulteriori commissioni o costi (ad esempio importi forfettari per la pulizia straordinaria ai sensi del listino prezzi per spese di pulizia, disponibile presso il punto di ritiro concordato del mezzo) verranno addebitati al noleggiatore alla restituzione della vettura se tali costi possono essere conteggiati alla restituzione. Se subentrano ulteriori costi, ad esempio per contravvenzioni o se vengono causati danni alla vettura noleggiata e vengono constatati alla restituzione, la locatrice addebiterà al noleggiatore tali costi ed eventuali costi amministrativi (ad es. costi per la gestione di un danno, importo forfettario per l'evasione di una pratica relativa a multe) in un secondo momento se la locatrice è venuta a conoscenza di tali costi.

La locatrice è tenuta a trattenere direttamente dalla cauzione eventuali altre commissioni o costi.

Il noleggiatore può eccepire in merito a questo eventuale addebito presentando le sue ragioni per e-mail o posta entro 14 giorni dalla ricezione della comunicazione; ciò vale anche per apportare la prova che il noleggiatore non sia il responsabile dell'evento che ha portato a tali costi o tariffe. Qualora il noleggiatore non presenti le proprie ragioni entro tale termine, gli verranno addebitati i costi imputati.

7. Periodo di noleggio

Il periodo di noleggio va dalla presa in consegna concordata della vettura fino alla restituzione finale. La durata minima di noleggio ammonta a 3 notti in un anno.

La restituzione della vettura deve avvenire entro l'orario indicato nel contratto di noleggio.

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Se il periodo di noleggio viene superato, per ogni ora iniziata saranno conteggiati 50€ a meno che il noleggiatore non motivi eventualmente a sue spese la restituzione ritardata. L'importo massimo per ogni 24 ore di restituzione ritardata ammonta a 500€. Se a causa della restituzione ritardata la locatrice subisce un danno (ad es. mancato profitto, diritto al risarcimento di danni del noleggiatore successivo, dispendio temporale organizzativo etc.), la locatrice si riserva il diritto di rivendicare questi diritti di risarcimento di danni nei confronti del noleggiatore.

Se la vettura noleggiata viene restituita prima del giorno e ora concordati, dovrà comunque essere corrisposto il prezzo di noleggio totale indicato nel contratto. Generalmente la locatrice non acconsente a tramutare automaticamente il contratto di noleggio in un contratto di noleggio a tempo indeterminato.

8. Consegna e restituzione della vettura

La consegna e restituzione della vettura avvengono nelle sedi concordate. Il noleggiatore prenderà in consegna la vettura noleggiata puntualmente al momento e nella sede indicata nel contratto di noleggio. In alcuni casi può accadere che siano montati portabiciclette sulla vettura noleggiata nonostante non siano stati espressamente prenotati dal noleggiatore; questo avviene soprattutto per potere garantire un impeccabile processo di consegna al prossimo noleggiatore. La locatrice non è tenuta a smontare i portabiciclette. Per prenotazioni di traghetti valgono le lunghezze della vettura indicate sul sito.

Il noleggiatore è tenuto a restituire la vettura noleggiata al termine del periodo di noleggio nel luogo indicato nel contratto di noleggio e al momento lì concordato. Nel caso in cui la vettura noleggiata non venga restituita il giorno indicato nel contratto senza alcun preavviso da parte del noleggiatore e senza alcuna giustificazione, la locatrice riterrà automaticamente che il noleggiatore stia utilizzando indebitamente la vettura noleggiata. In tal caso la locatrice potrà sporgere denuncia presso l'autorità competente.

Alla restituzione del camper il noleggiatore è tenuto a ispezionare la vettura noleggiata insieme ad un rappresentante della locatrice. Nell'ambito di tale ispezione verranno rilevati nuovi danni al veicolo non indicati nella relazione sullo stato della vettura al momento della restituzione del veicolo. In caso di danno la locatrice calolerà l'entità entro 14 giorni dalla restituzione della vettura. Se durante l'ispezione della vettura non sono riconoscibili danni nascosti, ad esempio per impurità esterne, l'accettazione senza riserve della vettura non implica un'ammissione di colpa negativa da parte della locatrice.

Il veicolo a noleggio deve essere restituito con il serbatoio pieno. Se il serbatoio non è completamente pieno, al noleggiatore verrà addebitato il seguente importo in base al livello di riempimento esistente:

Da 0 % a 25 % di riempimento del serbatoio esistente: 199,00 EUR

Da 25 % a 50 % di riempimento del serbatoio esistente: 154,00 EUR

Riempimento del serbatoio esistente dal 50 % al 75 %: 109,00 EUR

Riempimento del serbatoio esistente dal 75 % al 99 %: 64,00 EUR

L'importo può essere detratto direttamente dal deposito cauzionale dal locatore.

Il noleggiante, prima della restituzione al noleggiatore della vettura noleggiata, deve:

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- pulire internamente la vettura (spazzare, passare l'aspirapolvere e lavare l'interno della vettura) ("**Pulizia interna**"),
- ripulire l'esterno della vettura da sporcizia rilevante (ad esempio, fango in grande quantità) e
- svuotare la toilette interna fissa e/o la toilette mobile da camping, così come i serbatoi delle acque chiare e di scarico della vettura ("**Svuotamento serbatoi**").

La locatrice si farà carico della restante pulizia interna ed esterna.

Eventuali costi e spese di pulizia per non aver il noleggiante eseguito la pulizia interna od averla eseguita in maniera non regolare, per la presenza di forte sporcizia o per non aver svuotato la toilette o i serbatoi delle acque chiare e di scarico, verranno calcolati ai sensi del listino prezzi per i costi di pulizia ("**Listino prezzi**") (il Listino Prezzi per i costi di pulizia in vigore è esposto nel luogo concordato per la consegna del veicolo ed è consultabile alla consegna), fatta salva la facoltà del noleggiante di dimostrare che non vi sia proprio stato un danno o che il danno sia significativamente inferiore rispetto all'importo fisso per la pulizia straordinaria.

9. Obbligo di custodia e accuratezza

Il noleggiatore dovrà tenere accuratamente conto della vettura noleggiata e rispettare tutte le disposizioni vincolanti per l'uso e le regole tecniche e chiudere sempre debitamente la vettura e proteggerla da eventuali furti. Si dovrà tenere accuratamente conto delle istruzioni per l'uso della vettura noleggiata e di tutti i dispositivi montati. In particolare il noleggiatore è tenuto ad osservare le vigenti disposizioni in materia di circolazione stradale dei paesi dove si trova. La guida è consentita solo con la bombola del gas serrata in modo sicuro.

Il noleggiatore e i suoi passeggeri sono responsabili del rispetto delle disposizioni valutarie, doganali, in materia di salute, pedaggio, passaporto e visto. Tutti gli eventuali costi e svantaggi derivanti dalla mancata osservanza di tali disposizioni sono a carico di suddette persone.

Non è consentito fumare nelle vetture concesse in noleggio. In caso di violazione di tale divieto, verranno applicate spese per il fumo non autorizzato ai sensi del Listino Prezzi per i costi di pulizia (il Listino Prezzi per i costi di pulizia in vigore è esposto nel luogo concordato per la consegna del veicolo ed è consultabile alla consegna) e saranno eventualmente trattenute dalla cauzione a discrezione del noleggiatore. È fatta salva la facoltà del noleggiatore di dimostrare che non vi sia proprio stato un danno o che il danno sia significativamente inferiore rispetto all'importo dovuto per la violazione del divieto di fumo.

È consentito portare con sé animali domestici, in particolare cani, solamente in veicoli debitamente contrassegnati ed attrezzati per possessori di animali di piccola taglia. Questi possono essere prenotati dietro pagamento di una tariffa extra. In tutti gli altri camper non contrassegnati dall'etichetta "Dogbus" non è consentita la presenza di animali. Nel caso in cui il noleggiatore si accorga di una violazione di tale divieto, i costi straordinari di pulizia ai sensi del Listino Prezzi per i costi di pulizia (il Listino Prezzi per i costi di pulizia in vigore è esposto nel luogo concordato per la consegna del veicolo ed è consultabile alla consegna) sono a carico del noleggiante (rimozione di peli di animali e trattamento dell'aria con ozono), e quest'ultimo dovrà inoltre pagare un importo di 500€ per la perdita di valore della vettura. Qualora un "Dogbus" venga graffiato a causa della presenza di un piccolo animale o venga particolarmente sporcato, il noleggiatore si riserva il diritto di addebitare

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in un secondo momento al noleggiante la relativa perdita di valore subita dalla vettura noleggiata e tutte le spese di pulizia. È fatta salva la facoltà del noleggiante di dimostrare che non vi sia proprio stato un danno o che il danno sia significativamente inferiore.

10. Riparazione e manutenzione

Durante il periodo di noleggio il noleggiatore è tenuto a prendere tutte le misure necessarie per ricevere il camper nello stato nel quale si trova al momento del noleggio. Il noleggiatore dovrà fare attenzione alle luci di emergenza nel display della vettura e adottare tutte le misure previste dal libretto delle istruzioni.

In particolare è tenuto a controllare il livello dell'acqua di raffreddamento prima e durante il viaggio, così come il livello dell'olio, la pressione dei pneumatici e le condizioni dei pneumatici.

I costi attuali di gestione, come ad esempio carburante della vettura sono a carico del noleggiatore per tutta la durata del noleggio. La locatrice si assume i costi per i servizi di manutenzione previsti e per le necessarie riparazioni dovute ad usura.

Se il Caravan è dotato di un serbatoio di AdBlue, il Noleggiatore dovrà prendere in consegna il Caravan con un serbatoio di AdBlue pieno all'inizio del viaggio e sarà obbligato a restituire il Caravan con un serbatoio di AdBlue completamente pieno. Se il Caravan non viene restituito con il serbatoio dell'AdBlue completamente pieno, al Noleggiatore verrà addebitato un importo forfettario di 50,00 EUR per il riempimento del serbatoio dell'AdBlue da parte della Società di noleggio.

Il Noleggiatore è tenuto a provvedere tempestivamente e a proprie spese al riempimento del serbatoio dell'AdBlue in caso di accensione dei segnali di avvertimento.

Quando il Locatore calcola la tariffa forfettaria per il riempimento del serbatoio dell'AdBlue, il Noleggiatore si riserva il diritto di dimostrare che non sono stati sostenuti costi o sono stati ridotti.

Qualsiasi modifica e intervento meccanico sul camper sono vietate senza una precedente autorizzazione scritta da parte della locatrice. In caso di violazione di questa disposizione il noleggiatore è tenuto ad assumersi i costi necessari per ripristinare lo stato della vettura prima al momento del noleggio.

Riparazioni necessarie per garantire la sicurezza del viaggio e della gestione della vettura possono essere richieste dal noleggiatore nel periodo di noleggio solo previa autorizzazione della locatrice. I costi di riparazione sono a carico della locatrice dietro esibizione dei relativi scontrini, a condizione che i danni non siano attribuibili al noleggiatore.

11. Responsabilità del noleggiatore e assicurazione

In caso d'incidenti, perdita, furto o utilizzo non conforme alle condizioni di fornitura della vettura noleggiata (ad esempio percorrendo strade sterrate) o violazione di obblighi contrattuali ai sensi dei punti 2, 8, 9 e 10 delle presenti condizioni generali di contratto, il noleggiatore risponderà di eventuali costi di riparazione, danni totali per ripristinare lo stato originale della vettura noleggiata detrando il valore restante a meno che il noleggiatore non sia responsabile del danno subentrato. Inoltre il noleggiatore risponde anche di eventuali danni conseguenti, in particolare la diminuzione di valore, costi di rimorchio,

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spese di salvataggio e spese per il perito. La responsabilità dell'affittuario si estingue in base alle norme di legge.

La vettura noleggiata è assicurata per danni a terzi e prevede una assicurazione casco totale. Il massimale dell'assicurazione civile per danni a terzi ammonta a 100 Mio €.

La locatrice ha facoltà di rivendicare il risarcimento di danni contro il noleggiatore a suo nome o respingere tali richieste e potrà inoltre rilasciare tutte le dichiarazioni necessarie al riguardo a sua discrezione tenendo conto dei suoi obblighi.

Se vengono avanzate rivendicazioni a livello giudiziale o stragiudiziale nei confronti del noleggiatore, il noleggiatore è tenuto a comunicarli immediatamente dopo esserne giunto a conoscenza. In caso di rivendicazioni giudiziali verrà lasciata alla locatrice la conduzione della controversia. La locatrice ha facoltà di nominare un legale in nome del noleggiatore a fornirgli tutte le informazioni necessarie tramite procura conferita dal noleggiatore e dovrà mettergli a disposizione tutta la documentazione richiesta.

La locatrice esonera il noleggiatore in conformità ai principi di una assicurazione casco totale sulla base delle rispettive condizioni quadro vigenti delle condizioni generali assicurative per vetture con franchigia e con l'aggiunta di un importo forfettario dei costi per danni per ogni danno di 49€ alla vettura noleggiata. Al noleggiatore è consentito di dimostrare che la locatrice non ha riportato alcun danno o che comunque tale danno è nettamente inferiore all'importo forfettario dei costi.

L'esonero dalla responsabilità riguarda il danno derivante da incidente, ovvero un evento indiretto esterno con violenza meccanica; danni di funzionamento o derivanti da rotture non sono danni legati ad un incidente. Allo stesso modo non sono considerati danni da incidente i danni tra una vettura che traina un'altra vettura e quella che viene trainata o con rimorchio senza interventi esterni.

Non sono compresi nell'esonero della responsabilità, pertanto, in particolare i danni causati da un guasto dell'alimentazione o un rifornimento errato del serbatoio (serbatoio di acqua o del carburante), utilizzo inadeguato (come ad esempio percorrendo strade sterrate) o sorti a causa del materiale caricato.

L'esonero della responsabilità non comprende inoltre i danni causati da guasti di controllo alla tendina da sole, nell'abitacolo della vettura noleggiata o sul tetto a soffietto con relativa tendina.

A tal fine ecco alcune avvertenze:

- La tendina da sole non deve mai essere abbassata in caso di forte pioggia o vento e non deve mai essere lasciata incustodita quando resta abbassata. I costi per una nuova tendina con montaggio sono a carico del noleggiatore in caso d'infrazione di tale obbligo. Suddetti costi possono superare l'importo della cauzione depositata.
- Il sistema dell'acqua non può essere pulito se il serbatoio è stato riempito in maniera inappropriata con carburante. Dovrà essere completamente sostituito. Riguarda serbatoi, boiler, pompa, rubinetti dell'acqua e tubi. Il noleggiatore si farà carico interamente di tali costi. Allo stesso modo il noleggiatore risponderà di tutti i danni causati alla

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vettura e agli accessori. Lo stesso vale per un errato rifornimento del serbatoio del carburante.

Il noleggiatore risponde interamente e indipendentemente dalla sua responsabilità per i seguenti danni, laddove la responsabilità è parzialmente limitata o esclusa da appositi pacchetti tutto completo (punto 13):

Danni a pneumatici: i costi per la rimozione della vettura, i pneumatici o il loro montaggio devono essere sostenuti dal noleggiatore. La ruota di scorta della vettura noleggiata non può essere montata autonomamente, bensì solo da personale del servizio di rimorchio o guasto de vettura;

Danni al vetro causati da sassi: i danni al vetro causati da sassolini verranno riparati o sostituiti in base alla loro entità e luogo;

Danni nell'abitacolo della vettura.

Ulteriori danni: danni derivanti dalla percorrenza di strade non costruite, compresi i relativi costi come la messa in sicurezza, rimorchio o danni ai pneumatici. È esclusa una limitazione di questi danni dai pacchetti tutto completo (punto 13).

Non vi è alcuna tutela assicurativa per danni alla vettura causati durante il tragitto con traghetti o autocarri. Il noleggiatore dovrà assumersi tutti i costi per danni sorti sul rispettivo mezzo di trasporto. Il noleggiatore è tenuto a comunicare alla locatrice danni durante il tragitto con traghetti e altri mezzi di trasporto.

La franchigia a carico del Noleggiatore è in linea di massima di 1500€. Il Noleggiatore ha la possibilità di ridurre l'importo della franchigia in vari pacchetti gratuiti offerti dalla Società di noleggio sul suo sito web nella sezione Servizi; informazioni più dettagliate al riguardo sono fornite al punto 13.

Il noleggiatore risponde totalmente in caso di violazione dolosa degli obblighi contrattuali, in particolare per danni sorti durante l'utilizzo della vettura da conducente non autorizzata, in uno Stato non autorizzato o per un utilizzo della vettura non conforme alle finalità previste dal contratto. Se il noleggiatore si è allontanato intenzionalmente dal luogo dell'incidente provocato o ha violato i suoi obblighi ai sensi del punto 12, risponderà altresì interamente a meno che la violazione non influisca sugli accertamenti necessari per il danno. In caso di violazione gravemente negligente di un obbligo contrattuale, il noleggiatore risponde interamente se il danno è stato causato intenzionalmente. Se il danno è stato da lui causato gravemente negligente, risponderà in base alla gravità della sua colpa; il noleggiatore ha l'onere di presentare le prove a sua discolpa per dimostrare l'assenza di una grave negligenza.

Per il resto il noleggiatore risponde in base alle disposizioni di leggi vigenti in materia.

La locatrice calcola ed effettua la riparazione di danni sulla base di preventivi di una officina tedesca o proprio personale specializzato con software standard per la stima dei danni (SilverDAT) e sulla base della composizione dei costi di una officina che opera nella sede della locatrice.

Per la gestione del danno di qualsiasi tipo causato nel periodo di noleggio e che deve essere processato dalla locatrice, verrà chiesto il pagamento di un importo forfettario di 49€.

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La restituzione anticipata della vettura noleggiata nella sede dove è stata presa in consegna o nelle immediate vicinanze (non importa se si tratti di suolo pubblico o privato) è a proprio rischio e pericolo! La locatrice non si assume alcuna responsabilità per danni che sorgono fino alla conclusione del periodo ufficiale di noleggio.

In caso di perdita della carta di circolazione la locatrice richiederà il pagamento di un importo forfettario di 200€. In caso di perdita delle chiavi la locatrice addebiterà una commissione forfettaria di 1.000€.

12. Incidenti e danni

In caso di guasto o malfunzionamento del veicolo noleggiato (ad es. spia del motore accesa, pneumatico sgonfio), è necessario contattare la hotline della società di noleggio e/o la garanzia di mobilità per chiarire l'ulteriore procedura.

In caso di qualsiasi danno della vettura noleggiata durante il periodo di noleggio il noleggiatore è tenuto a informare per iscritto immediatamente la locatrice circa tutti i dettagli dell'accadimento che ha portato al danneggiamento della vettura noleggiata. Il rapporto d'incidente deve riportare in particolare il nome e l'indirizzo delle persone coinvolte e di eventuali testimoni, oltre che le targhe e dati assicurativi delle vetture coinvolte nell'incidente. A questo scopo il noleggiatore dovrà compilare accuratamente e riportando informazioni veritiere in tutti i punti il modulo prestampato per il rapporto d'incidente collocato vicino ai documenti della vettura nel vano portaoggetti. Questo modello prestampato potrà essere anche richiesto in qualsiasi momento telefonicamente alla locatrice o scaricato sul sito web della locatrice. Il noleggiatore dovrà scannerizzare e trasmettere elettronicamente tempestivamente suddetto modulo a assistance@roadsurfer.com.

Se il noleggiatore non adempie a tale obbligo, la locatrice si riserva di addebitare una penale di 1.000 € senza escludere una responsabilità ai sensi del punto 11. Dopo un incidente, incendio, furto, danno causato dalla selvaggina o altro tipo di danno, il noleggiatore dovrà immediatamente informare la polizia del posto. Vale anche per danni attribuibili a propria responsabilità senza il coinvolgimento di terzi. Qualora il noleggiatore ometta di contattare la polizia per rilevare il danno, risponderà interamente per eventuali svantaggi economici subiti dalla locatrice. Non verranno riconosciute eventuali rivendicazioni di diritti di controparti.

L'unico documento da sottoscrivere in caso d'incidente è il rapporto per incidenti nel formato europeo.

Se durante il tragitto vengono riscontrati danni, la locatrice dovrà essere tempestivamente informata per e-mail. In caso sia necessaria una riparazione dovrà essere parcheggiata immediatamente la vettura noleggiata prima che subentrino ulteriori danni. Il prosieguo del tragitto anche fino all'officina più vicina è consentito solo previa approvazione da parte della locatrice. Ciò non vale se il tipo di danno permette di escludere il subentrare di danni conseguenti.

Qualora il noleggiatore porti o faccia portare la vettura noleggiata in una officina, la locatrice dovrà essere tempestivamente informata nei suoi orari di apertura prima di conferire l'ordine di riparazione da parte della officina e dovranno esserle comunicati la durata e i costi della riparazione. Si dovrà attendere il nulla osta per la riparazione. I costi

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di riparazione sono a carico della locatrice solo se prima ha acconsentito alla riparazione e dietro presentazione di appositi giustificativi. L'esatto indirizzo di contatto dell'officina dovrà essere immediatamente comunicato alla locatrice.

13. Pacchetti Tutto Completo

Il noleggiatore ha la possibilità di ridurre la sua responsabilità ai sensi del punto 11 prenotando il pacchetto tutto completo.

Per ogni prenotazione è incluso automaticamente il **Pacchetto Tutto Completo Basic** che comprende i seguenti servizi:

- Franchigia di € 1500
- Numero di chilometri illimitato
- Un ulteriore conducente senza maggiorazione
- Servizio di mobilità: in caso di guasti in territorio nazionale o all'estero la locatrice si adopererà a mettere a disposizione una macchina sostitutiva e/o effettuare il prima possibile una riparazione
- Assistenza in caso di guasto: Tutti i servizi devono essere organizzati solo dal Locatore e a sua discrezione e coordinati utilizzando la linea telefonica e/o la garanzia di mobilità del Locatore.

Prenotando inoltre il **Pacchetto Tutto Completo Advanced**, al noleggiatore spettano i seguenti servizi aggiuntivi oltre ai servizi del Pacchetto Tutto Completo Basic:

- Un secondo ulteriore conducente senza maggiorazione
- La franchigia (vedere punto 11) scende a €800
- Assicurazione piccola per danni al vetro: nessuna responsabilità del noleggiatore per danni al vetro causati da sassi o pietre oltre il campo visivo con crepe fino a 2 cm

Prenotando anche il **Pacchetto Tutto Completo Complete**, al noleggiatore spettano i seguenti servizi aggiuntivi oltre ai servizi previsti dal pacchetto Tutto Completo Basic e Advanced:

- Numero illimitato di ulteriori conducenti
- La franchigia (vedere punto 11) decade
- Assicurazione grande per danni al vetro: nessuna responsabilità del noleggiatore per danni al vetro causati da sassi o pietre
- Assicurazione per pneumatici: nessuna responsabilità del noleggiatore per danni ai pneumatici
- Assicurazione per l'abitacolo: nessuna responsabilità del noleggiatore per danni all'abitacolo (Sono esclusi dall'assicurazione interna i danni alla tenda da sole e/o al tetto a scomparsa, compresa la tenda a tetto, causati dal locatario ai sensi della clausola 11).

Anche in caso di riduzione della responsabilità prenotando il pacchetto tutto completo Advanced e/o il pacchetto tutto completo Complete, valgono le regole generali di responsabilità ai sensi del punto 11 nel caso che i danni siano imputabili al noleggiatore. In particolare il noleggiatore risponde interamente in caso di violazione gravemente negligente di un obbligo contrattuale se il danno è stato causato intenzionalmente. Se causa il danno a causa di grave negligenza, risponde proporzionalmente in base alla

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gravità della sua responsabilità; il noleggiatore ha l'onere di presentare le prove a sua discolpa per dimostrare l'assenza di una grave negligenza.

14. Responsabilità della locatrice

Qualsiasi responsabilità della locatrice per violazione dei suoi obblighi contrattuali è limitata a dolo, grave negligenza, inclusi dolo e grave negligenza dei suoi rappresentanti e assistenti. La locatrice risponde in base alle disposizioni previste dalla legge, se la violazione riguarda un obbligo contrattuale sostanziale (obbligo cardinale). In tal caso la responsabilità è limitata al risarcimento del danno contrattuale prevedibile in base alla sua entità. Resta intatta la responsabilità per violazione colpevole della salute, dell'integrità fisica e messa in pericolo dell'incolumità.

La locatrice mette a disposizione la vettura oggetto del noleggio al momento del noleggio concordato. Qualora la vettura oggetto del noleggio non sia pronta per essere consegnata per qualche motivo al momento concordato, la locatrice metterà a disposizione una vettura equivalente. Se anche questo non è possibile, il noleggiatore riceverà il rimborso dei pagamenti effettuati. Per quanto possibile la locatrice cerca di mettere a disposizione del noleggiatore in caso di danni o necessità di lasciare la vettura in officina una vettura sostitutiva per tutta la durata del noleggio in essere a condizione che tale vettura sostituita sia disponibile. Tranne che nei casi di danni dovuti a vizi iniziali il noleggio dovrà continuare a essere pagato anche durante il verificarsi di un danno o della necessità di portare la vettura in officina. Una riduzione del prezzo di pagamento ai sensi del § 536 del codice civile tedesco è in tal senso esclusa. Il noleggiatore non riceverà alcun risarcimento per i giorni che la vettura dovrà restare in officina e per mancati giorni di vacanza a causa di danni subentrati durante il noleggio.

Se al momento della restituzione della vettura il noleggiatore dimentica degli oggetti nella vettura, la locatrice solo è tenuta a conservarli se possibile e con obbligo di eventuali spese del noleggiatore.

Se in casi particolari vengono parcheggiati sul suolo della locatrice vetture private, la locatrice declina qualsiasi responsabilità in caso di danni o furto.

15. Pedaggi autostradali

Per tutti i relativi pedaggi autostradali e costi di registrazione il noleggiatore dovrà effettuare un bonifico anticipato o pagare tramite carta di credito direttamente in loco. Il noleggiatore si impegna prima di entrare nel paese dove intende trascorrere le vacanze ad informarsi su eventuali pedaggi e zone ambientali ed eventualmente a registrarsi in anticipo. Per viaggi in Norvegia il noleggiatore si dovrà informare anticipatamente su www.autopass.no circa le modalità di pagamento. Inoltre il noleggiatore si impegna a registrarsi su www.epcplc.com/rental prima del suo ingresso nel territorio. Per viaggi in Svezia il noleggiatore si dovrà registrare anticipatamente su www.epass24.com. La targa della vettura può essere aggiunta successivamente alla registrazione dopo la consegna della vettura noleggiata.

Se il noleggiatore intraprende il suo percorso da una destinazione francese, la vettura dovrà essere dotata già di un bollino per circolare nelle zone ambientali (Crit' Air). Se il noleggiatore desidera recarsi in Francia con una vettura noleggiata al di fuori del territorio francese, è tenuto a contattare la locatrice al più tardi una settimana prima dell'inizio del noleggio al fine di ricevere le necessarie informazioni sulla vettura. In Portogallo una registrazione o l'acquisto di una Toll Card www.portugaltolls.com è necessario solo se il

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noleggiatore percorre un tragitto autostradale sul quale il pedaggio vien riscosso elettronicamente. I percorsi sono appositamente contrassegnati.

In caso di mancato rispetto di tali obblighi la locatrice richiederà per ogni sollecito di pagamento una commissione di 19€ oltre ai pedaggi ed eventuali sanzioni pecuniarie.

16. Salvataggio di dati personali

Nell'ambito dell'esecuzione e adempimento del contratto stipulato con il noleggiatore è necessario che la locatrice tratti dati personali del noleggiatore. L'entità di tale trattamento di dati personali si basa sull'articolo 13 del GDPR come da informativa sul trattamento dei dati personali della locatrice disponibile al seguente link: <https://roadsurfer.com/it-it/protezione-dei-dati/>

Non avviene alcuna trasmissione di dati a terzi.

Su richiesta di enti statali o fornitori di servizio privati (ad es. gestori di parcheggi, pedaggio) possiamo essere esortati tuttavia in via eccezionale a fornire tali dati.

In seguito all'utilizzo del dispositivo di navigazione possono essere conservati nella vettura noleggiata dati di navigazione durante il periodo del noleggio. Collegando dispositivi radiomobili o altri dispositivi con la vettura noleggiata potrebbero esseri conservati sulla vettura noleggiata dati derivanti da questi dispositivi. Se il noleggiatore desidera che tali dati non siano più conservati nella vettura noleggiata al momento della restituzione della vettura, dovrà accertarsi che tali dati vengano cancellati prima della restituzione della vettura. È possibile cancellarli resettando i sistemi di navigazione e comunicazione della vettura e tornando alle impostazioni di base. Eventuali informazioni al riguardo sono disponibili nel libretto delle istruzioni nel vano portaoggetti. La locatrice non è tenuta alla cancellazione di suddetti dati.

17. Divieto di cession; Proprietà del veicolo

È esclusa la cessione a terzi di diritti derivanti dal presente contratto di noleggio come coniuge o altri passeggeri, esattamente come la rivendicazione di altri diritti a nome proprio.

Per tutti i veicoli a noleggio da ritirare in Svizzera, segnaliamo,

a) che la proprietà del rispettivo veicolo a noleggio è stata ritrasferita da Intertrust Trustees GmbH a roadsurfer One Vehicle GmbH in virtù di un accordo contrattuale. Inoltre, segnaliamo a nome di roadsurfer One Vehicle GmbH che la proprietà del veicolo a noleggio è stata successivamente ritrasferita da roadsurfer One Vehicle GmbH a Roadsurfer GmbH; e

b) che la proprietà è stata successivamente trasferita da roadsurfer GmbH a roadsurfer One Vehicle GmbH e ulteriormente trasferita da roadsurfer One Vehicle GmbH a Intertrust Trustees Limited a fini di finanziamento; e

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c) alla consegna del Veicolo noleggiato, il Noleggiatore è incaricato di tenere il Veicolo noleggiato per conto di roadsurfer One Vehicle GmbH e Intertrust Trustees Limited;

d) i crediti esistenti e/o futuri di roadsurfer Svizzera SA nei confronti dell'assicuratore auto in base al contratto di assicurazione auto sono e saranno ceduti a roadsurfer One Vehicle SA. Inoltre, questi crediti sono ceduti da roadsurfer One Vehicle GmbH a Intertrust Trustees Limited.

Per tutti i veicoli a noleggio da ritirare nel Regno Unito segnaliamo: i crediti esistenti e/o futuri di Roadsurfer UK Limited derivanti dal contratto di assicurazione auto nei confronti dell'assicuratore auto sono e saranno ceduti a roadsurfer One Vehicle GmbH. Inoltre, questi crediti sono ceduti da roadsurfer One Vehicle GmbH a Intertrust Trustees Limited.

18. Foro competente e prescrizione

Il foro competente per tutte le controversie derivanti dal presente contratto è Monaco di Baviera.

Se per l'incidente è stato redatto un verbale da parte della polizia, i diritti al risarcimento di danni da parte della locatrice nei confronti del noleggiatore potranno essere rivendicati solo dopo che la locatrice ha potuto visionare gli atti istruttori. Il termine di prescrizione decorre al più tardi sei mesi dopo la restituzione della vettura noleggiata.

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

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

Any change in the Rental Agreement or our rights must be in writing and signed by an authorized Roadsurfer officer. We have the unilateral right to change these Terms from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Roadsurfer web site. All changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Roadsurfer web site, without any requirement by you to sign the changed Terms.

1. Subject Matter of the Rental Agreement

These Terms, the rental agreement, including the respective agreed terms and conditions, and the status report of the rental vehicle contained therein, the booking confirmation sent by email, these Terms, the Fee Table in Annex 1 to these Terms (“**Fee Table**”), any additional agreement signed by you (“**You**” and “**Renter**”), any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, our privacy policy, and the return receipt, collectively constitute the "Rental Agreement" between you and roadsurfer RS USA, Inc. (“**Roadsurfer**”). “**Equipment**”, “**Vehicle**” and “**Campervan**” means the Vehicle and Trailer rented, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

The subject matter of the contract solely encompasses the leasing of a campervan with standard or individually configured interior fittings as well as accessories thereto, if applicable, to you by Roadsurfer. This Rental Agreement reflects a transfer of possession of the vehicle, not ownership.

The vehicle may only be used within the continental United States and Canada, unless otherwise agreed by Roadsurfer. Using the car is not permitted

- in Death Valley between June 1st and September 30th.

Customer is liable for disregarding of those restrictions and is notified, that no insurance coverage applies and no road assistance is provided within these prohibited areas.

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

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

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

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

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

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

2. Authorized Vehicle Drivers

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

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

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

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

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

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

3. Prices

The total rental price is made up of the daily rental price, any additional equipment booked and the service fee. The daily rental price encompasses the vehicle rental for the hire period specified in the Rental Agreement. Also covered are the costs for maintenance and wear and tear repairs as well as the agreed insurance cover.

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In addition to the daily rental price, a service fee according to the Fee Table is charged per rental. For rental vehicles in which pets are allowed, the increased service fee according to the Fee Table applies.

You are responsible for all tolls, fuel costs, parking fees, campsite fees and any other charges.

If you incur any parking tickets, speeding tickets, or other fines, fees, or charges, where Roadsurfer incurs administrative costs in handling them, you agree that Roadsurfer may charge you an administrative fee according to the Fee Table.

You hereby authorize Roadsurfer to charge the card presented at the time of rental or at a later date, or that is specified in the rental agreement, all rental car costs owed under the contractual relationship, as well as all other claims relating to the Rental Agreement. In particular, you authorize Roadsurfer to debit from the card all fees you incur for penalties, tickets, charges, and fines.

4. Booking

By sending the completed booking form, you submit a binding offer to conclude the Rental Agreement and accept these Terms.

No Rental Agreement is binding until after Roadsurfer issues a written booking confirmation by email via the booking port <https://booking.roadsurfercom/en/rent>, which was intentionally triggered by Roadsurfer.

We reserve the right to decline entering into the Rental Agreement at any time.

The 50% down payment of the total rental price is required for a booking (including any extras and service fee), which is due within 7 days of booking (i.e., of receipt of the booking confirmation). The remainder must be received 60 days prior to departure. In the case of a booking less than 7 days prior to departure, the total rental price is due immediately. If the down payment or the balance is not made on time, we may use our discretion to decide when to cancel the booking.

5. Cancellation

If you cancel a binding booking, the following applies:

- **Between 0 and 48 hours** before the agreed start of the rental, the full total rental price including extras must be paid to Roadsurfer. Due to the declared withdrawal, there is no claim to a value voucher (hereinafter "**cancellation voucher**") or refund of payments made.
- **Between 48 hours and 59 days** before the agreed start of the rental period, the full total rental price including extras is payable to Roadsurfer. However, you will receive a cancellation voucher worth 50% of the total rental price to be redeemed upon conclusion of a future rental agreement, any claim for reimbursement by the renter beyond this is excluded.

If the renter adds a **Flex option** for a fee when concluding the rental agreement, the following applies to a cancellation between 48 hours and 59 days before the agreed start of the rental period:

- Cancellation is **free of charge** and the tenant receives a cancellation voucher worth 100% of the total rental price to be redeemed upon conclusion of a future rental agreement or can rebook to any period in the amount of the total rental price.

- However, if the total rental price was paid by the renter in whole or in part with a cancellation or gift voucher, the renter will only receive a cancellation voucher in the amount of the cancellation or gift voucher value brought in at the time of payment.

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- If a rebooking results in a higher total rental price than the one originally agreed upon, the Lessee shall pay the difference. If, on the other hand, the new rental price is lower, the renter will receive a cancellation voucher for the difference compared to the originally agreed rental price.

- If at least **60 days** before the agreed start of the rental, the cancellation is free of charge and the tenant will be refunded any payments made. However, if the total rental price was paid by the renter in whole or in part with a cancellation or gift voucher, the renter will only receive a cancellation voucher in the amount of the cancellation or gift voucher value brought in at the time of payment.

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

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

The following conditions apply to the cancellation vouchers:

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

6. Payment Method and Deposit

At the start of the hire period, the agreed security deposit must be paid by credit card as security for the return of the vehicle in undamaged and clean condition. Without such a security deposit the vehicle shall not be handed over. A delayed down payment, delayed full payment or delayed or insufficient security deposit, entitles Roadsurfer to cancel the rental agreement without notice for good cause, subject to any claims for damages.

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

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

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

Additional charges or costs (e.g., special flat rate cleaning fees according to the Price List for cleaning fees, which is available at the agreed handover location) shall be invoiced when the vehicle is returned, insofar as these can be charged at this point in time. If additional costs are incurred, e.g., as a result of a fine, or if damage to the rented vehicle is discovered when the rented vehicle is returned, we shall subsequently charge you for these costs and other administrative costs (e.g., costs for the processing of claims, a flat rate fee for the handling of fines) when we become aware of these costs.

Roadsurfer reserves the right to withhold the corresponding additional charges or costs directly from the security deposit.

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

7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period is 3 nights all year round.

The vehicle must be returned by the time specified in the rental agreement.

If the hire period is exceeded, an excess fee according to the Fee Table will be charged per hour (a partial hour is charge the same as a full hour), unless you demonstrate that you are not at fault for the late return. The maximum excess fee per 24 hours of delay in returning the vehicle applies according to the Fee Table. We reserve the right to charge you for any and all damages (e.g., loss of profit, damage claims of the subsequent renter, etc.) as a result of the late return of the vehicle.

If the rental vehicle is returned before the agreed return date, the full rental price agreed in the rental agreement shall still be payable.

8. Handover and Return of Rental Vehicle

The vehicle must be returned at the agreed upon time, to the agreed return location, as specified by Roadsurfer. If return is indicated to a location other than the location where your rental commences, you may have to pay a one way service fee as agreed in the Rental Contract. If you return the car to a different location from the agreed return location without Roadsurfer permission, you agree to pay an unauthorized return location fee according to the Fee Table.

On occasion, it may be that bicycle racks are mounted on the rented vehicle, even though you did not expressly request them. Roadsurfer shall not be obligated to remove these bicycle racks.

You must return the rented vehicle at the location and time agreed in the Rental Agreement when the rental period ends. If the rented vehicle is not returned when required, and you fail to inform Roadsurfer that you still have possession of the vehicle, Roadsurfer may assume that you are using the rented vehicle unlawfully. Roadsurfer reserves the right to contact the police or other relevant authorities and report the vehicle stolen. Additional fees and charges shall apply when you keep the vehicle longer than the agreed upon rental period.

Upon return of the vehicle, we will conduct an inspection. You will pay a cleaning fee according to the price list for cleaning fees (the "**Price List**") (the applicable Price List for cleaning fees is available at the agreed handover location on handover) for cleaning the vehicle's interior upon return if (a) any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures, as determined by us in our sole discretion, or (b) the stationary toilet in the vehicle and / or mobile camping toilets or fresh water or waste water tanks of the rental vehicle are not fully emptied. In the course of the inspection, new damage to the vehicle will be recorded. You are responsible for any and all new damage, greater than ordinary wear and tear, to the rented vehicle.

The rented vehicle must be returned with a full tank of fuel. You will be charged a fuel surcharge according to the Fee Table (flat rate) in the event the gas tank is not full at the time of vehicle return.

We can repossess the rented vehicle at any time in our sole discretion for reasons that include, but are not limited to the following: the rented vehicle is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the vehicle through GPS tracking devices and utilizing for our benefit any other devices connected to the vehicle or affecting the vehicle's operation. If the vehicle is repossessed,

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you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the vehicle. You agree that such costs will be charged to the credit or debit card or account you used to rent the vehicle.

9. Obligation to Exercise Due Diligence and Care

You must handle the rented vehicle and Equipment with care and observe all relevant rules and regulations with respect to operating, driving, locking, parking, and maintaining the rented vehicle properly and protect it against theft. The operating instructions of the rented vehicle and those of all installed equipment on board must be strictly observed. You shall obey the rules of the road when operating the rented vehicle.

NO SMOKING is permitted inside the rented vehicle. Roadsurfer reserves the right to impose an additional smoking cleaning fee according to the price list for cleaning fees (the applicable Price List for cleaning fees is available at the agreed handover location on handover) if smoking occurs inside the rented vehicle. Pets, in particular dogs, may only be taken on campervans when being booked for a special fee. On all campervans without respective additional booking of an additional animal item (especially dogs), animals are not allowed, subject to medically accredited assistance dogs. Upon a violation of this pet rule, you shall pay for all additional cleaning costs (removal of pet hair, ozone treatment, etc.) plus the pet penalty according to the price list for cleaning fees (the applicable Price List for cleaning fees is available at the agreed handover location on handover) for the depreciation of the vehicle. Should a "dog-friendly" campervan be scratched or be particularly dirty due to having taken along a pet, we also reserve the right to charge for the respective loss in vehicle value and for any cleaning costs after the trip.

YOU ARE RESPONSIBLE FOR PROPERLY SECURING TRANSPORTED ANIMALS BEFORE THE START OF THE TRIP, E.G. BY TRANSPORT BOXES. THE RENTAL FIRM IS NOT LIABLE FOR DAMAGES CAUSED BY INADEQUATE TRANSPORT SECURING OF THE ANIMAL AND / OR LEAVING THE ANIMAL IN THE VEHICLE.

10. Repair and Maintenance

During the rental period, you must take all measures necessary to keep the rented vehicle in the condition it was in at the start of the rental. Look out for warning lights on the vehicle display and take all necessary measures in accordance with the operating instructions.

In particular, you are obligated to check oil level and cooling water levels and to carry out regular tire pressure and tire condition checks before and during the journey.

If vehicle is equipped with diesel exhaust fluid (DEF): At departure the Renter takes over a full tank of diesel exhaust fluid (DEF). You must regularly check the DEF tank and to ensure that it is properly refilled, at your expense, without delay if the warning signals flash.

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

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

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

11. Insurance

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

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

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

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

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by us, or our insurer.

The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

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

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

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

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

Please note the following with respect to the rented vehicle:

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

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

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

Stone-impact damage to the windscreen: Windscreen/glass damage from stone-impact shall be repaired or replaced, depending on the extent and location of the damage.

Damage to the interior of the vehicle.

Other damage: Damage caused by driving on unpaved roads, including the resulting costs such as for recovery, towing or tire damage.

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

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

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

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

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

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

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

12. Accidents and Damages

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

In the event of any damage to the rented vehicle during the rental period, you are obligated to immediately notify us, in writing, of all the details of the event that led to the damage. The accident report must, in particular, contain

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the names and addresses of the persons involved, must name any witnesses, as well as the registration numbers and insurance details of the vehicles involved. For this purpose, you must complete the accident report form that can be found in the glove compartment of the vehicle. You must do so carefully and truthfully. This form can also be requested over the phone at any time or may be downloaded from the website. You may electronically send the form as a scan to assistance@roadsurfer.com.

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

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

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

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

13. Carefree Packages

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

- The regular excess fee pursuant to Section 11 and according to the Fee Table applies
- Unlimited number of miles/kilometres
- An additional driver without any surcharge
- Breakdown assistance: All services shall be initiated only by the Rental Firm, and at its discretion, and shall be subject to agreement by way of use of the Rental Firm's 24-hour hotline.

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

- A second additional driver without any surcharge
- The regular excess fee per claim (see Section 11) shall be reduced according to the Fee Table
- Windscreen insurance for minor cracks: no liability for stone-impact damage to the windscreen outside the field of vision, with cracks up to a maximum of 2 cm

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

- Unlimited number of additional drivers
- The regular excess fee (see Section 11) shall be inapplicable in case complete carefree package is added to booking
- Windscreen insurance for major cracks: no liability for stone-impact damage to the windscreen
- Tire insurance: no liability for tire damages
- Interior insurance: no liability for damage to the interior (excluding the awning and the pop-up roof)

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

- Not fulfilling age requirements,
- Driving the vehicle without a rental agreement, in breach or violation of the rental agreement,
- Driving under influence of alcohol or controlled substances,
- Disregarding common sense or gross negligence or willfulness in failing to abide by the local laws and rules leading to damage third party's property.

14. Roadsurfer Liability; Indemnity; Waiver

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

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

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

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

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

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

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

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

15. Toll Charges

You are responsible for any and all toll charges.

16. Privacy; Storage of Personal Data

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

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

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

We use these devices and the Connected Car Data for the following purposes: (i) to provide certain aspects of our services to you; (ii) to manage your rental; (iii) to enable us to better understand how our vehicles are used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of vehicles which are overdue, lost, or reported stolen; (viii) to respond to requests from law enforcement or regulatory authorities; (ix) as necessary to defend, protect or enforce our rights; (x) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our vehicle is being used in violation of law or otherwise in the commission of a crime; and (xi) to comply with law.

17. Non-assignment Clause

The rental and the Rental Agreement is personal to you. No assignment of claims or rights under the Rental Agreement to third parties is permitted. The same applies to the assertion of other claims in one's own name.

18. Collections

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

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19. Arbitration

FOR RESIDENTS OF CALIFORNIA: NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER

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

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

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

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

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
3.	Service fee	149 \$	149 EUR
3.	Increased service fee	215 \$	199 EUR
3.	Administrative fee per process	20 \$	19 EUR
7.	Excess fee per hour	56 \$	50 EUR
7.	Excess fee maximum per 24 hours	545 \$	500 EUR
8.	Unauthorized return location fee	760 \$	700 EUR
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 220 \$ 25 % to 50 % existing tank filling: 160 \$ 50 % to 75 % existing tank filling: 120 \$ 75 % to 99 % existing tank filling: 70 \$	0 % to 25 % existing tank filling: 200 EUR 25 % to 50 % existing tank filling: 154 EUR 50 % to 75 % existing tank filling: 109,00 EUR 75 % to 99 % existing tank filling: 64,00 EUR
8.	Stationary or mobile toilet not emptied	250 \$	230 EUR
8.	Fresh water or waste water not emptied	75 \$	50 EUR
11.	Damage fee per damage	55 \$	49 EUR
11.	Regular excess fee per claim	1649 \$	1500 EUR
11.	Handling fee per damage	55 \$	49 EUR
11.	Lost registration flat rate handling fee	220 \$	200 EUR
11.	Lost key flat rate handling fee	1090 \$	1000 EUR
12.	Contractual penalty for defective or missing damage report	1090 \$	1000 EUR
13.	Advanced carefree package: Regular excess fee per claim	850 \$	800 EUR
13.	Complete carefree package: regular excess fee per claim	0 \$	0 EUR

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

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ROADSURFER – Terms & Conditions of **Roadsurfer Canada Inc.**

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

Any change in the Rental Agreement or our rights must be in writing and signed by an authorized Roadsurfer officer. We have the unilateral right to change these Terms from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Roadsurfer web site. All changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Roadsurfer web site, without any requirement by you to sign the changed Terms.

1. Subject Matter of the Rental Agreement

These Terms, the rental agreement, including the respective agreed terms and conditions, and the status report of the rental vehicle contained therein, the booking confirmation sent by email, the Fee Table in Annex 1 to these Terms ("**Fee Table**"), any additional agreement signed by you ("**You**" and "**Renter**"), any documents or agreements (or links to online documents or agreements) sent to you electronically in connection with your rental, our privacy policy, and the return receipt, collectively constitute the "Rental Agreement" between you and roadsurfer **Roadsurfer Canada Inc. ("Roadsurfer")**. "**Equipment**", "**Vehicle**" and "**Campervan**" means the Vehicle and Trailer rented, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

The subject matter of the contract solely encompasses the leasing of a campervan with standard or individually configured interior fittings as well as accessories thereto, if applicable, to you by Roadsurfer. This Rental Agreement reflects a transfer of possession of the vehicle, not ownership.

The vehicle may only be used within the continental United States and Canada, unless otherwise agreed by Roadsurfer. Using the car is not permitted

- in Death Valley (United States of America) between June 1st and September 30th.

Customer is liable for disregarding of those restrictions and is notified, that no insurance coverage applies and no road assistance is provided within these prohibited areas.

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

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

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

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

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

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

2. Authorized Vehicle Drivers

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

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

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

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

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

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

3. Prices

The total rental price is made up of the daily rental price, any additional equipment booked and the service fee. The daily rental price encompasses the vehicle rental for the hire period specified in the Rental Agreement. Also covered are the costs for maintenance and wear and tear repairs as well as the agreed insurance cover.

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In addition to the daily rental price, a service fee according to the Fee Table is charged per rental. For rental vehicles in which pets are allowed, the increased service fee according to the Fee Table applies.

You are responsible for all tolls, fuel costs, parking fees, campsite fees and any other charges.

If you incur any parking tickets, speeding tickets, or other fines, fees, or charges, where Roadsurfer incurs administrative costs in handling them, you agree that Roadsurfer may charge you an administrative fee according to the Fee Table.

Even if not expressly stated herein, all amounts payable by you to Roadsurfer (including, without limiting the generality of the foregoing, daily rental price, additional equipment fee, service fee, toll charges, administration fee or any fines, tickets, penalties, fees or charges or any other costs or expenses incurred by you where Roadsurfer handles them and invoices such costs to you) (collectively, the "**Rental Costs**") are exclusive of any applicable federal, provincial, municipal, territorial or other sales, retail, use, transfer, goods and services, harmonized sales, excise, value-added or other similar taxes, fees or charges imposed by any applicable taxing authority (collectively, "**Sales Taxes**"). If applicable, any such Sales Taxes, for which you are responsible and liable, shall be stated as a separate line item on your invoice and shall be payable concurrently with the payment of any Rental Costs upon which such Sales Taxes are calculated.

You hereby authorize Roadsurfer to charge the card presented at the time of rental or at a later date, or that is specified in the rental agreement, all Rental Costs, including any applicable Sales Taxes, owed under the contractual relationship, as well as all other claims relating to the Rental Agreement. In particular, you authorize Roadsurfer to debit from the card all fees you incur for penalties, tickets, charges, and fines, plus all applicable Sales Taxes.

4. Booking

By sending the completed booking form, you submit a binding offer to conclude the Rental Agreement and accept these Terms.

No Rental Agreement is binding until after Roadsurfer issues a written booking confirmation by email via the booking port <https://booking.roadsurfercom/en/rent>, which was intentionally triggered by Roadsurfer.

We reserve the right to decline entering into the Rental Agreement at any time.

A deposit equivalent to 50% of the total rental price is required for a booking (including any extras and service fee) (the "**Deposit**"). The total rental price, plus all applicable Sales Taxes, is due within 7 days of booking (i.e., of receipt of the booking confirmation) and Roadsurfer shall apply the Deposit received from you as partial consideration for the booking on that day. The total rental price, including any applicable Sales Taxes payable pursuant to these Terms, less the Deposit, must be received 60 days prior to departure. In the case of a booking less than 7 days prior to departure, the total rental price, plus all applicable Sales Taxes, are due immediately. If the Deposit or any balance amount due are not made on time, we may use our discretion to decide when to cancel the booking.

5. Cancellation

If you cancel a binding booking, the following applies: **Between 0 and 48 hours** before the agreed start of the rental, the full total rental price including extras and any applicable Sales Taxes must be paid to Roadsurfer. Due to the declared withdrawal, there is no claim to a value voucher (hereinafter "**cancellation voucher**") or refund of payments made.

- **Between 48 hours and 59 days** before the agreed start of the rental period, the full total rental price including extras and any applicable Sales Taxes are payable to Roadsurfer. However, you will receive a cancellation voucher worth 50% of the total rental price to be redeemed upon conclusion of a future rental agreement, any claim for reimbursement by the renter beyond this is excluded.

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If the renter adds a **Flex option** for a fee when concluding the rental agreement, the following applies to a cancellation between 48 hours and 59 days before the agreed start of the rental period:

- Cancellation is **free of charge** and the tenant receives a cancellation voucher worth 100% of the total rental price to be redeemed upon conclusion of a future rental agreement or can rebook to any period in the amount of the total rental price.
 - However, if the total rental price was paid by the renter in whole or in part with a cancellation or gift voucher, the renter will only receive a cancellation voucher in the amount of the cancellation or gift voucher value brought in at the time of payment.
 - If a rebooking results in a higher total rental price than the one originally agreed upon, the Lessee shall pay the difference (plus all applicable Sales Taxes). If, on the other hand, the new rental price is lower, the renter will receive a cancellation voucher for the difference compared to the originally agreed rental price.
- If at least **60 days** before the agreed start of the rental, the cancellation is free of charge and the tenant will be refunded any payments made. However, if the total rental price was paid by the renter in whole or in part with a cancellation or gift voucher, the renter will only receive a cancellation voucher in the amount of the cancellation or gift voucher value brought in at the time of payment.

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

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

The following conditions apply to the cancellation vouchers:

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

6. Payment Method and Deposit

At the start of the hire period, the agreed security deposit must be paid by credit card as security for the return of the vehicle in undamaged and clean condition. Without such a security deposit the vehicle shall not be handed over. A delayed Deposit, delayed full payment or delayed or insufficient security deposit, entitles Roadsurfer to cancel the rental agreement without notice for good cause, subject to any claims for damages.

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

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

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

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

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

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

7. Hire Period

The hire period extends from the agreed pick-up of the vehicle to the final return. The minimum hire period is 3 nights all year round.

The vehicle must be returned by the time specified in the rental agreement.

If the hire period is exceeded, an excess fee according to the Fee Table will be charged per hour (a partial hour is charge the same as a full hour), unless you demonstrate that you are not at fault for the late return. The maximum excess fee per 24 hours of delay in returning the vehicle applies according to the Fee Table. We reserve the right to charge you for any and all damages (e.g., loss of profit, damage claims of the subsequent renter, etc.) as a result of the late return of the vehicle.

If the rental vehicle is returned before the agreed return date, the full rental price agreed in the rental agreement shall still be payable.

8. Handover and Return of Rental Vehicle

The vehicle must be returned at the agreed upon time, to the agreed return location, as specified by Roadsurfer. If return is indicated to a location other than the location where your rental commences, you may have to pay a one way service fee and any applicable Sales Taxes as agreed in the Rental Contract. If you return the car to a different location from the agreed return location without Roadsurfer permission, you agree to pay an unauthorized return location fee and any applicable Sales Taxes according to the Fee Table.

On occasion, it may be that bicycle racks are mounted on the rented vehicle, even though you did not expressly request them. Roadsurfer shall not be obligated to remove these bicycle racks.

You must return the rented vehicle at the location and time agreed in the Rental Agreement when the rental period ends. If the rented vehicle is not returned when required, and you fail to inform Roadsurfer that you still have possession of the vehicle, Roadsurfer may assume that you are using the rented vehicle unlawfully. Roadsurfer reserves the right to contact the police or other relevant authorities and report the vehicle stolen. Additional fees and charges shall apply when you keep the vehicle longer than the agreed upon rental period.

Upon return of the vehicle, we will conduct an inspection. You will pay a cleaning fee and applicable Sales Taxes according to the price list for cleaning fees (the "**Price List**") (the applicable Price List for cleaning fees is available at the agreed handover location on handover) for cleaning the vehicle's interior upon return if (a) any stains, dirt, odor, or soiling attributable to your use cannot be cleaned with our standard post-rental procedures, as determined by us in our sole discretion, or (b) the stationary toilet in the vehicle and / or mobile camping toilets or fresh water or waste water tanks of the rental vehicle are not fully emptied. In the course of the inspection, new damage to

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the vehicle will be recorded. You are responsible for any and all new damage, greater than ordinary wear and tear, to the rented vehicle.

The rented vehicle must be returned with a full tank of fuel. You will be charged a fuel surcharge according to the Fee Table (flat rate) in the event the gas tank is not full at the time of vehicle return.

We can repossess the rented vehicle at any time in our sole discretion for reasons that include, but are not limited to the following: the rented vehicle is found illegally parked, being used to violate the law or the terms of the Rental Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the vehicle through GPS tracking devices and utilizing for our benefit any other devices connected to the vehicle or affecting the vehicle's operation. If the vehicle is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the vehicle. You agree that such costs will be charged to the credit or debit card or account you used to rent the vehicle.

9. Obligation to Exercise Due Diligence and Care

You must handle the rented vehicle and Equipment with care and observe all relevant rules and regulations with respect to operating, driving, locking, parking, and maintaining the rented vehicle properly and protect it against theft. The operating instructions of the rented vehicle and those of all installed equipment on board must be strictly observed. You shall obey the rules of the road when operating the rented vehicle.

NO SMOKING is permitted inside the rented vehicle. Roadsurfer reserves the right to impose an additional smoking cleaning fee according to the price list for cleaning fees (the applicable Price List for cleaning fees is available at the agreed handover location on handover) if smoking occurs inside the rented vehicle. Pets, in particular dogs, may only be taken on campervans that are specially designated and identified as 'pet-friendly' campervans for small pets. These can be booked for a special fee. On all other campervans — not marked as "dog-friendly" — animals are not allowed, subject to medically accredited assistance dogs. Upon a violation of this pet rule, you shall pay for all additional cleaning costs (removal of pet hair, ozone treatment, etc.) plus the pet fee according to the price list for cleaning fees (the applicable Price List for cleaning fees is available at the agreed handover location on handover) for the depreciation of the vehicle. Should a "dog-friendly" campervan be scratched or be particularly dirty due to having taken along a pet, we also reserve the right to charge for the respective loss in vehicle value and for any cleaning costs after the trip.

YOU ARE RESPONSIBLE FOR PROPERLY SECURING TRANSPORTED ANIMALS BEFORE THE START OF THE TRIP, E.G. BY TRANSPORT BOXES. THE RENTAL FIRM IS NOT LIABLE FOR DAMAGES CAUSED BY INADEQUATE TRANSPORT SECURING OF THE ANIMAL AND / OR LEAVING THE ANIMAL IN THE VEHICLE.

10. Repair and Maintenance

During the rental period, you must take all measures necessary to keep the rented vehicle in the condition it was in at the start of the rental. Look out for warning lights on the vehicle display and take all necessary measures in accordance with the operating instructions.

In particular, you are obligated to check oil level and cooling water levels and to carry out regular tire pressure and tire condition checks before and during the journey.

If vehicle is equipped with diesel exhaust fluid (DEF): At departure the Renter takes over a full tank of diesel exhaust fluid (DEF). You must regularly check the DEF tank and to ensure that it is properly refilled, at your expense, without delay if the warning signals flash.

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

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

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

11. Insurance

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

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

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

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

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by us, or our insurer.

The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

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

The Rental Firm shall indemnify the Renter in accordance with the principles of fully comprehensive insurance on the basis of the respective valid terms and conditions of the General Terms and Conditions for Motor Vehicle Insurance, with an excess plus a flat rate fee for damage to the rented vehicle per case of damage or loss according

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to the Fee Table. The Renter shall have the right to prove that no damage or loss was incurred, or that the damage or loss incurred is considerably lower than the flat rate fee.

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

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

Please note the following with respect to the rented vehicle:

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

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

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

Stone-impact damage to the windscreen: Windscreen/glass damage from stone-impact shall be repaired or replaced, depending on the extent and location of the damage.

Damage to the interior of the vehicle.

Other damage: Damage caused by driving on unpaved roads, including the resulting costs such as for recovery, towing or tire damage.

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

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

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

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

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

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

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

12. Accidents and Damages

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

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

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

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

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

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

13. Carefree Packages

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

- The regular excess fee pursuant to Section 11 and according to the Fee Table applies
- Unlimited number of miles/kilometres
- An additional driver without any surcharge
- Breakdown assistance: All services shall be initiated only by the Rental Firm, and at its discretion, and shall be subject to agreement by way of use of the Rental Firm's 24-hour hotline.

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

- A second additional driver without any surcharge
- The regular excess fee per claim (see Section 11) shall be reduced according to the Fee Table
- Windscreen insurance for minor cracks: no liability for stone-impact damage to the windscreen outside the field of vision, with cracks up to a maximum of 2 cm

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

- Unlimited number of additional drivers
- The regular excess fee (see Section 11) shall be inapplicable in case complete carefree package is added to booking
- Windscreen insurance for major cracks: no liability for stone-impact damage to the windscreen
- Tire insurance: no liability for tire damages
- Interior insurance: no liability for damage to the interior (excluding the awning and the pop-up roof)

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

- Not fulfilling age requirements,
- Driving the vehicle without a rental agreement, in breach or violation of the rental agreement,
- Driving under influence of alcohol or controlled substances,
- Disregarding common sense or gross negligence or willfulness in failing to abide by the local laws and rules leading to damage third party's property.

14. Roadsurfer Liability; Indemnity; Waiver

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

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

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

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

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

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

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

Unless prohibited by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. If any provision of this Agreement

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is deemed void or unenforceable, the remaining provisions are valid and enforceable. Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

15. Toll Charges

You are responsible for any and all toll charges.

16. Privacy; Storage of Personal Data

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

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

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

We use these devices and the Connected Car Data for the following purposes: (i) to provide certain aspects of our services to you; (ii) to manage your rental; (iii) to enable us to better understand how our vehicles are used; (iv) to optimize our operations; (v) to assist in the handling of any liability or property damage claims; (vi) to provide roadside assistance services; (vii) to assist in the recovery of vehicles which are overdue, lost, or reported stolen; (viii) to respond to requests from law enforcement or regulatory authorities; (ix) as necessary to defend, protect or enforce our rights; (x) when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or in other circumstances in which we reasonably believe our vehicle is being used in violation of law or otherwise in the commission of a crime; and (xi) to comply with law.

17. Non-assignment Clause

The rental and the Rental Agreement is personal to you. No assignment of claims or rights under the Rental Agreement to third parties is permitted. The same applies to the assertion of other claims in one's own name.

18. Collections

If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, applicable Sales Taxes and all matters associated with the rental of the vehicle: a) You agree to pay a late charge of 1.5% per month on the past due balance or the highest rate permitted by applicable

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

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Annex 1: Fee Table

Clause	Fee	Amount USD (rental agreement in USD)	Amount EUR (rental agreement in Euro)
3.	Service fee	149 \$	149 EUR
3.	Increased service fee	215 \$	199 EUR
3.	Administrative fee per process	20 \$	19 EUR
7.	Excess fee per hour	56 \$	50 EUR
7.	Excess fee maximum per 24 hours	545 \$	500 EUR
8.	Unauthorized return location fee	760 \$	700 EUR
8.	Fuel surcharge depending on fill level of the fuel tank at the time of return	0 % to 25 % existing tank filling: 220 \$ 25 % to 50 % existing tank filling: 160 \$ 50 % to 75 % existing tank filling: 120 \$ 75 % to 99 % existing tank filling: 70 \$	0 % to 25 % existing tank filling: 200 EUR 25 % to 50 % existing tank filling: 154 EUR 50 % to 75 % existing tank filling: 109,00 EUR 75 % to 99 % existing tank filling: 64,00 EUR
8.	Stationary or mobile toilet not emptied	250 \$	230 EUR
8.	Fresh water or waste water not emptied	75 \$	50 EUR
11.	Damage fee per damage	55 \$	49 EUR
11.	Regular excess fee per claim	1649 \$	1500 EUR
11.	Handling fee per damage	55 \$	49 EUR
11.	Lost registration flat rate handling fee	220 \$	200 EUR
11.	Lost key flat rate handling fee	1090 \$	1000 EUR
12.	Contractual fee for defective or missing damage report	1090 \$	1000 EUR
13.	Advanced carefree package: Regular excess fee per claim	850 \$	800 EUR
13.	Complete carefree package: regular excess fee per claim	0 \$	0 EUR

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