

## Rental Terms and Conditions for motorhomes\*

Dear Customer, your contract partner is the respective local rental station that will hand the vehicle over to you. Therefore, upon conclusion of a contract on the booking of a motorhome, the following Rental Terms and Conditions (to the extent effectively agreed) will become part of the contract coming about between the partners and licensees of McRent Holding GmbH, i.e. the respective local rental station (herein after referred to as the „Rental Firm“) and you. Please read these Terms and Conditions of Business carefully.

(\*Translation only. The only legally binding version of this document is the German one.)

### 1. Scope, contents of contract, jurisdiction

1.1 The following Standard Terms and Conditions [AGB] of McRent, its partners and licensees (hereinafter referred to as „the Rental Firm“) apply exclusively. Terms and conditions of the Hirer which contradict or deviate from the Standard Terms and Conditions of the Rental Firm will not be recognised. The Standard Terms and Conditions of the Rental Firm will apply even if the Rental Firm hires the motorhome out to the Hirer without reservation, knowing that terms and conditions of the Hirer contradict or deviate from these Standard Terms and Conditions.

1.2 The sole subject of the contract with the Rental Firm is the hiring out of the motorhome. The Rental Firm is under no obligation to provide travel services, and in particular no package of travel services.

1.3 In the event of a booking, a rental contract will arise between the Rental Firm and the Hirer(s) which is solely subject to German law. The statutory provisions relating to travel contracts, in particular those of §§ 651 a - 1 German Civil Code [BGB], do not apply to the contract either directly or accordingly. The Hirer will organise his journey himself and make use of the vehicle on his own responsibility. The rental contract is limited to a specific period as agreed. Any tacit extension of the rental indefinitely on the basis of continued use pursuant to § 545 German Civil Code is hereby excluded.

1.4 All agreements between the Rental Firm and the Hirer must be concluded in writing.

### 2. Minimum age, authorised drivers

2.1 The Hirer and any other driver must be at least 21 years old. For groups Family Luxury and Premium, the minimum age is 25 years. The Hirer and any other drivers must have been in possession of a Class III / Class B or comparable national driving licence for at least one year - for groups Family Luxury and Premium, for not less than 3 years - corresponding to the weight of the vehicle.

2.2 Please note that some of the Rental Firm's vehicles have a total weight of more than 3.5 tonnes and that to drive these vehicles an appropriate driving licence is required. Those in possession of a Class B driving licence must consult the Rental Firm about the engine size and the technically permissible total weight of the vehicle rented. If, upon renting, a respective driving licence cannot be presented, the motorhome shall be regarded as not collected. In such case, there shall apply the respective terms of cancellation (see 4.2).

2.3 The vehicle may only be driven by the Hirer and the drivers named at the time of hiring.

2.4 The Hirer is under an obligation to record the names and addresses of all drivers to whom he entrusts the vehicle, for however short a time, and supply this information to the Rental Firm on request. The Hirer bears the same responsibility for the actions of any driver to whom he supplies the vehicle as for his own.

### 3. Hire charges and their calculation, rental period

3.1 The hire charges applicable are those stated in the version of the Rental Firm's price list in force at the time the contract is concluded. Any prescribed minimum rental period applicable during particular travel periods is likewise indicated in the version of the Rental Firm's price list current at the time the contract is concluded. The prices applicable are those for the season indicated in the price list within which the rental period booked falls. A one-off lump-sum service charge will be made for each rental. The amount of this is also indicated in the version of the Rental Firm's price list current at the time the contract is concluded.

3.2 The relevant hire charge includes unlimited mileage, insurance cover modelled on German „Kasko“ insurance as described in Section 12 and the vehicle manufacturer's mobility guarantee.

3.3 The daily rates applicable will be charged for each 24-hour period completed or commenced during the rental period. The rental period will begin when the Hirer takes possession of the motorhome at the rental station and end when the rental station employee takes it back.

3.4 If the vehicle is returned after the time agreed in writing, the Rental Firm will charge a fee according to the actual valid pricelist (up to a maximum equal to the relevant full day price for each day late). Any costs incurred as a result of a subsequent hirer or any other person making claims against the Rental Firm on the grounds that a vehicle was supplied late must be borne by the Hirer.

3.5 If the vehicle is returned before the expiry of the agreed rental period, the full contractually agreed hire charge must be paid unless the vehicle can be hired out to someone else.

3.6 The motorhome will be supplied with a full tank and must be returned in the same condition. Otherwise, the Rental Firm will

charge the diesel according to the valid price list. Fuel and running costs during the rental period must be borne by the Hirer.

3.7 One-way rentals are only possible by special agreement.

### 4. Reservations and changes to bookings

4.1 Reservations are only binding after they have been confirmed by the Rental Firm as described in Subsection 4.2, and then only for vehicle groups, not for vehicle types. This will apply even if a specific vehicle type is mentioned as an example in the description of the vehicle group.

4.2 Within ten days after the issue of a written confirmation of reservation by the Rental Firm, a deposit of €200.00 must be paid. Only then will the reservation become binding on both parties. If the Hirer exceeds this deadline, the Rental Firm will cease to be bound by the reservation.

4.3 Changes may be made to a reservation confirmed to the Hirer from the date of reser-

vation until at least three days before the agreed commencement of the rental period, as long as the Rental Firm has alternative capacity and the alternative booking corresponds in amount to the first.

- Until 50 days before beginning of rental 10 % of rental price

- Between 49 to 15 days before beginning of rental 50 % of rental price

- Less than 15 days before beginning of rental 80 % of rental price

- At rental day / day of pick up or by no show 95 % of rental price

Later changes are not permitted. Each rental amendment will be charged according to the valid price list. After conclusion of the contract the customer is not entitled to any changes with regard to begin of term of rental.

### 5. Terms of payment, security deposit

5.1 The predicted hire charge, calculated on the basis of the booking details, must be received at least 30 days before the commencement of the hire in an account of the Rental Firm to be notified to the Hirer, free of any charges.

5.2 The security deposit of € 1,000.00 must either be received together with the hire charge in the Rental Firm's account at the latest when the vehicle is collected.

5.3 In the case of short-notice bookings (less than 14 days before hire commencement) both the security deposit and the hire charge will be due immediately.

5.4 The Rental Firm will reimburse the security deposit after the final rental account has been settled, as long as the vehicle is returned as required. Any charges incurred in addition to the hire charge paid in advance by the Hirer will be deducted from the security deposit when the vehicle is returned.

5.5 If the Hirer defaults on payment, interest will be charged in accordance with the statutory regulations in force.

### 6. Collection, return

6.1 Before taking the wheel, the Hirer is under an obligation to take part in a detailed introduction to the vehicle by the Rental Firm's experts at the collection centre. On that occasion, there is drawn up a detailed report (check out) of delivery describing the condition of the vehicle that is to be signed by both parties. The Rental Firm is entitled to refuse to hand over the vehicle until this introduction has taken place. If handover is delayed due to the fault of the Hirer, he must bear any costs incurred as a result.

6.2 On returning the vehicle, the Hirer is under an obligation to carry out a final examination of it together with rental station staff, with a written return report (check in) to be prepared and signed by the Rental Firm and the Hirer. Any damage not specified in the report of delivery that is detected upon return of the vehicle shall be at the renter's expense.

6.3 Vehicles can be collected from Monday to Friday between 2 pm and 5 pm. They may be returned from Monday to Friday between 9 am and 11 am. Pick up and drop off times as shown in the rental contract are binding. On Saturdays collection and return are only possible by prior arrangement. This will incur an additional charge, to be agreed. The days of collection and return will be charged together as a single day, as long as a total of 24 hours is either not exceeded or only exceeded due to the fault of the Rental Firm.

6.4 The vehicles are delivered with a clean interior and are to be returned by the renter in the same condition as are received. Should the interior not be in the same clean condition as received, the renter will be liable for the cleaning fee.

### 7. Prohibited use, duty of care

7.1 The Hirer is prohibited from using the vehicle as follows: to participate in motor sport events and vehicle tests, to transport easily inflammable, poisonous or otherwise dangerous substances, to commit Customs or other criminal offences, even if these are only punishable according to the law applicable in the place where the offence was committed, for rental to a third party or for the commercial transport of passengers or for any other use going beyond that agreed by contract, in particular driving on terrain not intended for the purpose.

7.2 The vehicle must be treated carefully and appropriately and properly locked on all occasions. The regulations and technical rules applicable to its use must be complied with. Its running condition, in particular oil and water levels and tyre pressure, must be monitored. The Hirer undertakes to check regularly to make sure that the vehicle is in a roadworthy condition.

7.3 All vehicles are non-smoking vehicles. This means that you may not smoke in any part of the vehicle. Pets may only be brought along subject to the lessor's explicit approval. Cleaning expenses caused by non-compliance with regulations must be borne by the lessee. Any costs which may be incurred by deventilation or for elimination of contamination with smoke, including lost profits resulting from temporary non-availability of the vehicle for hire owing to these circumstances, shall also be borne by the lessee.

7.4 If evidence of violation of the provisions in the aforementioned paragraphs 7.1, 7.2 and 7.3 can be provided, the lessor may terminate the lease without notice.

### 8. What to do in the event of an accident

8.1 After an accident, theft or damage by fire or collision with a wild animal, the police must be informed immediately and also the Rental Firm via the Service Hotline +49(0)7562/987850 or the rental station (for Telephone Number see rental contract), at the latest immediately after the working day following the day of the accident/incident. It is not permitted to accept any third-party claims as valid.

8.2 Even in the case of very slight damage, the Hirer must prepare a detailed written report for the Rental Firm, including a sketch. If, for whatever reason, the renter fails to draw up such report and if, because of that, the insurance company refuses to pay the damage, the renter shall be obliged to pay full compensation for the damage.

8.3 The accident report must in particular include the names and addresses of anyone involved and any witnesses, together with the licence numbers of all vehicles involved and has to be over handed filled out and signed by drop off latest towards Rental Firm.

### 9. Journeys abroad

Journeys abroad within Europe are permitted. Journeys to countries outside of Europe are subject to the prior approval of the Rental Firm. Journeys to areas affected by war or crisis are prohibited.

### 10. Defects in the motorhome

10.1 Any claims to compensation by the Hirer on the basis of defects for which the Rental Firm is not responsible are hereby excluded.

10.2 Any defects in the motorhome or its fittings/equipment which are discovered after the commencement of the hire must be reported to the Rental Firm in writing by the Hirer by returning of vehicle. Claims for damages based on subsequently notified defects shall be

excluded unless the claim is based on a defect which is not patent.

## 11. Repairs, substitute vehicle

11.1 Repairs which are necessary in order to maintain the vehicle in a good working and roadworthy condition during the rental period may be ordered by the Hirer up to € 150.00 without consultation. Repairs going beyond this may only be ordered with the consent of the Rental Firm. The Rental Firm will bear repair costs on production of the original invoices and the parts replaced, as long as the Hirer is not liable for the damage pursuant to Section 12 below. This does not apply to tyre damage.

11.2 If a defect for which the Rental Firm is responsible makes such a repair necessary, and if the Hirer does not rectify the defect on his own initiative, the Hirer must notify the Rental Firm of the defect immediately and set a reasonable deadline for its repair. Any circumstances specific to a particular country (e.g. infrastructure) which delay the repair must be taken into account here to avoid disadvantage to the Rental Firm.

11.3 If the motorhome is destroyed without any fault on the part of the Hirer or if it appears likely that its use will be prevented or withdrawn for an unreasonably long time, the Rental Firm will be entitled to supply the Hirer with an equivalent substitute vehicle within a reasonable period. If the Rental Firm supplies an equivalent substitute vehicle, any termination by the Hirer pursuant to § 543 Para. II No. 1 German Civil Code [BGB] is excluded. If in such a case the Rental Firm offers a motorhome from a lower price class and this is accepted by the Hirer, the Rental Firm will reimburse to the Hirer the difference between this and the price already paid in advance by the Hirer.

11.4 If the motorhome is destroyed due to the renter's fault or if it is foreseeable that its use will be prevented or made impossible for an unreasonably long period due to the renter's fault, the rental firm may refuse to make a replacement vehicle available. In such a case, termination of the contract by the renter is excluded according to § 543 Subsec. II No.1 BGB. If the rental firm provides a replacement vehicle, it can charge the renter with the transfer costs incurred.

## 12. Hirer's liability, insurance

12.1 In accordance with the principles of a comprehensive motor insurance, the rental firm will indemnify the renter from liability subject to an excess of € 300.00 [German: Teilkasko<sup>®</sup>] to be borne by the renter in case of damage subject to partial comprehensive motor insurance and to an excess of € 1,000.00 [German: Kasko] to be borne by the renter in case of damage subject to full comprehensive motor insurance per case of damage. The respective excess cannot be excluded.

12.2 The indemnity against liability described in Subsection 12.1 will not apply if the Hirer causes a loss/damage deliberately or by gross negligence.

12.3 If the Hirer causes loss/damage culpably, he will additionally be liable in the following cases:

- if loss/damage was caused by impaired ability to drive due to drugs or alcohol
- if the Hirer or a driver to whom the Hirer has supplied the vehicle leaves the site of an accident without justification
- if the Hirer fails to call the police to an accident, contrary to the obligation imposed by Section 8, unless this breach of obligation does not affect either the establishment of the cause of the loss/damage or of its amount
- if the Hirer breaches any other obligations imposed by Section 8, unless this breach of obligation does not affect either the establishment of the cause of the loss/damage or of its amount
- if loss/damage is due to usage prohibited by Subsection 7.1
- if loss/damage is due to a breach of an obligation imposed by Subsection 7.2
- if loss/damage is caused by an unauthorised driver to whom the Hirer has supplied the vehicle
- if loss/damage is due to a failure to take account of the vehicle's dimensions (height German Road Traffic Regulations [StvO] Signal 265, with German Road Traffic Regulations [StvO] Signal 264 or equivalent country signs.
- if loss/damage is due to a failure to comply with load regulations

12.4 To avoid increasing costs due to expenses incurred to establish the amount of the damage suffered, the Rental Firm will in the event of accident damage initially supply the Hirer on request with sample invoices for the type of case concerned.

12.5 The Hirer is liable for all fees, charges, fines and penalties imposed upon the Rental Firm in connection with the use of the vehicle, unless these are incurred due to the fault of the Rental Firm.

12.6 More than one Hirer will be generally and severally liable.

## 13. Rental Firm's liability, expiry by limitation

13.1 The Rental Firm bears unlimited liability for deliberate action and gross negligence. In the case of simple negligence the Rental Firm is only liable for foreseeable loss/damage typical of the type of contract concerned where there is a breach of an obligation the meeting of which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). This standard of liability also applies in cases of obstacles to performance at the time of the conclusion of the contract.

13.2 The above limitations and exclusions of liability do not apply to claims under the terms of the German Product Liability Act or to claims based on injury to life, limb or health or infringements of liberty.

13.3 Claims which are not excluded according to paragraph 13.1 but were only limited in scope shall become statute-barred within a year of the end of the year of the claim being created and the circumstances justifying the claim and the debtor's identity being disclosed to the creditor or the creditor, without gross negligence, being considered to be aware of such circumstances or identity. With the exception of claims for damages which are based on loss of life, physical injury, health hazards or the loss of freedom and claims based on the product liability act, claims for damages shall become statute-barred - with no consideration being given as to whether the creditor was aware of the circumstances and identity or, without gross negligence, should have been aware of such circumstances and identity - within five years of the end of the year in which the claim was created.

13.4 The McRent booking conditions apply. These are provided at the rental depot during pick-up and are published on our website.

## 14. Legal venue

For all disputes arising out of or in connection with the hire contract for the motorhome, it is hereby agreed that if the Hirer has no general legal venue in Germany or if the Hirer against whom legal action is to be brought to enforce a claim transfers his place of resi-

dence or usual abode abroad after the conclusion of the contract or if his place of residence or usual abode is not known at the time when action is brought or if the Hirer is a merchant [Kaufmann] as defined by German law or a person defined as equivalent by § 38 Para. 1 German Code of Civil Procedure [ZPO], the legal venue will be that of the rental station concerned.

January 1st, 2009