

Rental terms and conditions for motorhomes (GTC)

Dear Hirer,

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 Rental Alliance GmbH, i.e. the respective local rental station (herein after referred to as the „Rental Company“) 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 the Rental Company, its partners and licensees (hereinafter referred to as „the Rental Company“) apply exclusively. Terms and conditions of the Hirer, which contradict or deviate from the Standard Terms and Conditions of the Rental Company will not be recognized. The Standard Terms and Conditions of the Rental Company will apply even if the Rental Company hires the Vehicle 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 Company is the hiring out of the Vehicle. The Rental Company is under no obligation to provide travel services, and in particular no package of travel services.
- 1.3 All agreements between the Rental Company and the Hirer must be concluded in writing

2. Minimum age, authorized drivers

- 2.1 The Hirer and any other driver must be at least 21 years old. For Vehicles above 3,5 tons 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 driver's license for at least one year – for Vehicles above 3,5 tons (Premium Group) not less than 3 years – corresponding to the weight of the Vehicle. The delivery of the Vehicle requires the presentation by the Hirer and/ or driver(s) of the driver's license and the valid identification card/passport at the time of taking possession. If a delay in taking possession occurs due to the non-presentation of said documents, such delay shall be at the expense of the Hirer. If such documents cannot be presented at neither the agreed time for taking possession, nor within a reasonable grace period thereafter, then the Rental Company shall be entitled to withdraw from the contract. The cancellation provisions set forth in section 4.2 shall apply.
The Rental Company or the official authorities of the country may require the presentation of an international driver's license (for non-EU citizens).
- 2.2 Please note that some of the Rental Company's Vehicles have a total weight of more than 3.5 tons and that to drive these Vehicles an appropriate driver's license is required. Those in possession of a Class B driver's license must consult the Rental Company about the engine size and the technically permissible total weight of the Vehicle rented. If, upon renting, a respective driver's license cannot be presented, the Vehicle 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 Company 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 Company'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 Company's price list (<https://www.mcrent.fr/cgv/>) current at the time the contract is concluded. The respective minimum rental period is shown in the current price list. The document can be found on the website under the following link: <https://www.mcrent.fr/cgv/>
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 Company's price list current at the time the contract is concluded.
- 3.2 The included services can be found in the current price list of the respective country and on the website under the following link: www.mcrent.eu/about-mcrent/
- 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 Vehicle 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 Company 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 Company on the grounds that a Vehicle was supplied late must be borne by the Hirer.
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.

3.5 The Vehicle will be supplied with a full tank and must be returned in the same condition. Otherwise, the Rental Company will charge diesel fuel according to the current price list (www.mcrent.eu/rental-conditions/). Fuel, AdBlue and running costs during the rental period must be borne by the Hirer.

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

4. Reservation, rebooking and cancellation

- 4.1 Reservations are only binding after they have been confirmed by the Rental Company 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. The Rental Company reserves the right to upgrade the client to an equivalent or superior Vehicle.
- 4.2 To confirm the booking a deposit of 30% of the rental charge, but a minimum of € 300 must be paid. After receiving the payment, a booking confirmation will be sent to the Hirer. Only then will the reservation become binding on both parties. If the Hirer exceeds this deadline written in the offer the Rental Company will cease to be bound by the reservation. Cancellation fees*:
 - From the day of a confirmed booking until 50 days before the beginning of the rental period (Pick Up), we will charge a processing fee of € 300
 - Between 49 to 15 days before beginning of rental 50 % of the rental price but a minimum of € 300
 - 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*It is up to the Hirer to prove that no damage has occurred at all or to a lesser extent. The cancellation must be made in writing.
- 4.3 Changes may be made to a reservation confirmed to the Hirer from the date of reservation until at least sixty days before the agreed commencement of the rental period, as long as the Rental Company has alternative capacity and the alternative booking corresponds in amount to the first. Rebooking is only possible in the same calendar year and at the same station, a change of station is not possible in case of rebooking. Later changes of bookings are not possible. If the booked travel period is shortened/reduced, the abovementioned cancellation conditions apply to the cancelled nights. Each rental amendment will be charged according to the valid price list. After the conclusion of the contract, the Hirer is not entitled to any changes with regard to the beginning of term of rental.
- 4.4 If the Rental Company cannot provide the rental vehicle of the booked vehicle group on the planned pick-up date, the Rental Company reserves itself the right to:
 - a) provide a vehicle of an equal or higher category. If the Rental Company provides a vehicle of an equal or higher category, the hirer shall not be entitled to cancel the rental contract.
 - b) If a vehicle of an equal or higher category cannot be made available either, the Rental Company is entitled to rebook the customer to a vehicle of a lower category. The Rental Company shall reimburse the Hirer for the difference in price to the rental charge already paid by the Hirer in advance. If the Rental Company provides a vehicle of a lower rental category, cancellation of the rental contract by the Hirer is excluded.
 - c) If the Rental Company is unable to provide a replacement vehicle, the Rental Company is entitled to offer a rental from another rental station. In this case, the current daily prices for the rental vehicle at the new rental station shall apply. Possible additional costs are to be borne by the hirer.
 - d) If the Rental Company cannot provide a replacement vehicle and the Hirer does not accept a rental offer from another rental station, the Rental Company reserves itself the right to cancel the booking free of charge. The Rental Company shall reimburse the Hirer for any payments already made.

This provision shall apply, amongst other things, in the event of delays in delivery or non-delivery of the rental vehicle, as well as destruction of the vehicle due to force majeure, weather conditions, explosion, fire, theft, burglary, amended legal regulations or other amended regulations.

5. Terms of payment, security deposit

- 5.1 The predicted hire charge, calculated based on the booking details, must be received at least 40 days before the commencement of the hire in an account of the Rental Company to be notified to the Hirer, free of any charges.
- 5.2 The security deposit of € 1,800 (under certain circumstances the amount can be reduced to € 1,000 - see conditions on the website or at the rental station) must either be received together with the hire charge in the Rental Company's account at the latest when the Vehicle is collected (MasterCard, Visa - No other mode of payment will be accepted). A payment of the deposit with Prepaid Credit Cards or cash is not possible. The Hirer has to pay the deposit.
- 5.3 In the case of short-notice bookings (less than 40 days before hire commencement), the total hire charge will be due immediately.
- 5.4 The Rental Company 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 Company's experts at the collection center. On that occasion, there is drawn up a detailed report (Pick Up) of delivery describing the condition of the Vehicle that is to be signed by both parties. The Rental Company is entitled to refuse to hand over the Vehicle until this introduction has taken place. If the handover is delayed due to the fault of the Hirer, he must bear any costs incurred as a result. On that occasion, the Hirer must check the operating condition of the Vehicle equipment.

- 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 (Drop Off) to be prepared and signed by the Rental Company and the Hirer. Any damage not specified in the report of delivery that is detected upon return of the Vehicle shall be at the Hirer's expense.

- 6.3 Regular vehicle handovers take place Monday to Friday in the afternoon, returns take place Monday to Friday in the morning. You can find your booked pick-up time on your booking confirmation. 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 Company. The exact times can be found on the station details pages: www.mcrent.eu/motorhome-rv-rental/germany/

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

7. Prohibited use, duty of care

- 7.1 The Hirer is responsible for the Vehicle rented by the Hirer during the time from receiving the keys until their return.

- 7.2 The hirer and the authorized drivers are strictly prohibited from:

- using the Vehicle for a participation in motor sport events or in tests;
- using the Vehicle for the transport of inflammable, explosive, corrosive, fire-promoting, poisonous or other dangerous substances;
- using the Vehicle for the commercial transport of passengers;
- hiring the Vehicle out to a third party;
- Smoking in the Vehicle. In case of a failure to comply with this prohibition, the Hirer must pay to the Rental Company, in addition to the rental charge, the costs for cleaning, ventilation and decontamination as well as a loss of profit caused by a temporary non-availability of the Vehicle for rental caused by such circumstances;
- Transporting any pets without the prior express approval of the Rental Company. In case of a failure to comply with this prohibition, the Hirer must pay to the Rental Company, in addition to the rental charge, the costs for cleaning, ventilation and decontamination as well as a loss of profit caused by a temporary non-availability of the Vehicle for rental caused by such circumstances;
- using the Vehicle for any illegal purposes;
- transporting a major number of passengers than specified in the Vehicle registration document;
- loading the Vehicle beyond its admissible total Vehicle weight;
- hooking a trailer or a Vehicle up to the motorhome;
- Using the Vehicle for driving on rough terrain or on paths that cannot be used without a danger of damage to the motorhome and/or its tires.

- 7.3 The Vehicle must be treated carefully and appropriately and kept properly locked while it is parked, even if for a short time only. The Hirer must keep the Vehicle documents in a safe place on his/her own person.

- 7.4 The Hirer must check oil and water levels and tire pressure. The Hirer is obliged to check regularly whether the Vehicle is in a roadworthy condition.

- 7.5 In case of a failure to observe the provisions of the above item, the Rental Company is entitled to terminate the rental contract automatically, with immediate effect and without any further formalities due to the Hirer's fault. Moreover, the amounts of cover under the insurance are excluded.

- 7.6 We draw the Hirer's attention to the dimensions of the Vehicle that will require increased attention for certain maneuvers and may make it impossible to pass certain traffic infrastructures (bridges, tunnels, etc.) with a limited height.

8. What to do in the event of an accident

After an accident, theft or fire damage (even in case of a minor damage) that the Vehicle is affected by or involved in, the Hirer must carefully comply with the following regulations - otherwise, the Hirer will forfeit any insurance and will be obliged to fully settle the damage:

- The Hirer must report the matter to the police and inform by telephone the rental station mentioned in the rental contract not later than in the course of the working day following the day of the respective incident.
- The Hirer must not recognize any claims of the adverse party.
- Even in case of a minor damage, the Hirer must submit a written report to the Rental Company, stating the circumstances, the date, the place and the time of the case of damage as well as the names and addresses of the witnesses and persons involved. After an accident, the Hirer must submit a written report, stating the circumstances, the date, the place and the time of the case of damage as well as the names and addresses of the witnesses and persons involved, their policy numbers and the names

of their insurance companies as well as the registration numbers of the Vehicles involved. These documents are to be handed over to the Rental Company upon return of the Vehicle at the latest. After a theft of the Vehicle, the Hirer must be able to return the keys, otherwise the Hirer will forfeit the insurance cover and must refund the total value of the Vehicle to the Rental Company. A document entitled „Déclaration de sinistredaide à la rédaction du constat amiable“ (European accident report) is handed over to the Hirer upon delivery of the Vehicle. The Hirer must strictly observe the provisions of that document.

9. Journeys Abroad

For security and insurance reasons, the motorhome may only be used for journeys within the European Union, Switzerland and Norway. Any journeys to third countries are subject to the prior written approval of the Rental Company. In any case, the respective countries must be stated on the valid international insurance card. Journeys to areas affected by war or crisis are prohibited. The applicable entry requirements can be found on our website: www.mcrent.eu/service/travel-requirements

10. Defects in the Vehicle

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

- 10.2 Any defects in the Vehicle or its fittings/equipment, which are discovered after the commencement of the hire must be reported to the Rental Company 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 In case the Hirer detects any technical problems in the superstructure (body shell) of the Vehicle, the Hirer must go to the nearest authorized Dethleffs dealer. A list of these authorized dealerships is handed over upon receipt of the Vehicle.

- 11.2 Any repairs that 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 without consultation up to an amount of € 150,00 including labor costs and all repairs together. Repairs going beyond this are subject to the prior consent of the Rental Company. The Rental Company 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.

- 11.3 If the Vehicle 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 Company will be entitled to supply the Hirer with an equivalent substitute Vehicle within a reasonable period. If the Rental Company supplies an equivalent substitute Vehicle, any termination by the Hirer is excluded. If in such a case the Rental Company offers a Vehicle from a lower price class and this is accepted by the Hirer, the Rental Company will reimburse to the Hirer the difference between this and the price already paid in advance by the Hirer. If no replacement vehicle can be provided, the Rental Company may cancel the contract.

- 11.4 If the Vehicle is destroyed due to the Hirer's fault or if it is foreseeable that its use will be prevented or made impossible for an unreasonably long period due to the Hirer's fault, the Rental Company may refuse to make a replacement Vehicle available. In such a case, termination of the contract by the Hirer is excluded. If the Rental Company provides a replacement Vehicle, it can charge the Hirer with the transfer costs incurred.

12. Hirer's liability, insurance

- 12.1 Our Vehicles are covered by a third-party motor insurance valid in the countries of the European Union, in Switzerland and Norway.

- 12.2 This insurance covers motor Vehicle third-party liability without limitation for bodily injury, to an amount of € 100,000,000 for damage to property and economic loss, € 1,530 thereof for economic loss only, and to an amount of € 1,500,000 for damage caused by inexcusable gross negligence. This insurance does not apply to bodily injury of the driver. Damage to the Vehicle (fire damage, climatic events, theft, damage, damage caused by accident and technological disasters) are covered by the insurance minus a gross excess of € 1,800 per damage to be borne by the Hirer. The gross amount of the excess is reduced from € 1,800 to € 1,000 when the Hirer chooses the option „reduction of the excess“ at the price according to the current price list (<https://www.mcrent.fr/cgv/>) before receiving the Vehicle. We draw your attention in particular to the dimensions of the Vehicle that will require increased attention for certain maneuvers and may make it impossible to pass certain traffic infrastructures (bridges, tunnels, etc.) the maximum height of which is shown in advance according to applicable law.

ATTENTION: In case of damage to the Vehicle caused by a failure to observe height limits, the admissible total Vehicle weight, by a poor assessment of the dimensions and, in general, in case of damage to the superstructure (body shell) of the Vehicle hired-out to you, you are liable for all repair costs within the maximum liability limit for that kind of damage.

- 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 Our insurance does not cover:

- damage to high part of the motorhome (roof, alcove, as well as all parts of the Vehicle in a height of more than 2.50 m);
- tires;
- Vehicle radio;
- personal effects;
- damage to the interior of the Vehicle;
- Frost damage.

12.4 The Vehicle is only insured for the contractually agreed rental period. After the expiry of that period, the Hirer must take care of any damage and incident that the Vehicle is affected by or involved in personally, unless an extension was expressly accepted by the Rental Company in advance.

12.5 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
- when any damage is caused by a driver who was not named upon renting the Vehicle;
- when damage is caused by a failure to observe the Vehicle dimensions;
- when damage is caused by a failure to observe the regulations as to additional load and total Vehicle weight.
- if damage is caused by the use of the wrong fuel (Incorrect refuelling), if water, AdBlue or oil is not refilled and warning indicators in the vehicle have been disregarded; the insurance does not cover the damages. This also counts for interior damages and incorrect operation of for instance awning, AdBlue water and fuel tank.
- in case of damage caused by intent or fraud on part of the Hirer or the driver;
- if the Hirer or the driver have given false information and were not of the required age or were not in the possession of the legally prescribed required and valid licenses and permits;
- when the Hirer violated duties under Section 11, unless the breach of duty has not had any influence on the determination of the cause of the damage and the amount of the damage;
- when the damage was caused as a consequence of a use of the Vehicle in breach of Section 9

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

12.5 According to the principle of limitation of penalty claims to the author, the Hirer is solely liable for any infringements under penal law that are committed during the time the Hirer has the Vehicle in the Hirer's possession. The Hirer must pay the respective fines. The Hirer is liable for all fees, charges, fines and penalties imposed upon the Rental Company in connection with the use of the Vehicle, unless these are incurred due to the fault of the Rental Company. The Rental Company reserves the right to deduct the fees, charges, fines and penalties from the clients' credit card. Additional handling charges are subject to the displayed pricing lists at the rental stations.

12.6 Personal property of the Hirer, which is damaged - or lost - as a result of an accident or theft is not insured.

12.7 The Hirer is jointly and severally liable, together with the drivers, for the conditions of the contract and its appendices.

13. Rental Company's liability, expiry by limitation

13.1 The rental vehicle is insured by a third-party liability insurance with at least the legal amount of coverage (depending on the country).

13.2 The Rental Company bears unlimited liability for deliberate action and gross negligence. In the case of simple negligence, the Rental Company is only liable for foreseeable lost 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.

13.3 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.

13.4 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.

13.5 The Rental Company Terms and conditions apply. These are provided at the rental depot during pick-up and are published on our website. Additional price lists are published in each Rental Station.

14. Data Protection Act

You can view our privacy policy online and at the following link:
<https://www.mcrent.eu/privacy-policy/>

15. GPS-Tracking System

The Rental Company's Vehicles can be equipped with GPS Tracking Systems.

16. Legal venue

For all disputes arising out of or in connection with the hire contract for the Vehicle, it is hereby agreed that if the Hirer has no general legal venue in this country or if the Hirer against whom legal action is to be brought to enforce a claim transfers his place of residence 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, the legal venue will be that of the rental station concerned.

January 9th, 2023