

# General Terms and Conditions of rental for mobile homes (valid from 01.01.2010)

Dear Customers,

The following terms and conditions of business are, to the extent effectively agreed, the contents of the contract coming into force between the firm of Deutsche Reisemobil Vermietungs GmbH – hereinafter called “DRM” - and yourself in the event of a contract being concluded for the booking of a mobile home. **Therefore, please read these terms and conditions carefully!**

## 1. Applicable law, position of the customer, contents of the contract

**1.1.** The object of the contract with DRM shall exclusively be provision of the mobile home by rent for purposes of leisure time. DRM shall not owe any travel services and in particular no entirety of travel services.

**1.2.** According to the selection of law made in Section 19 of the present terms and conditions, the latter, alternatively the statutory provisions concerning rental contracts, §§ 531 et seq., Civil Code of the Federal Republic of Germany, shall primarily be applicable to the contractual relationship between DRM and Customer.

**1.3.** A plurality of tenants shall be joint and several debtors.

**1.4.** The statutory provisions on package tour contracts, in particular §§ 651a-I German Civil Code, shall not be applicable to the contractual relationship, either directly or analogously. Renting of a mobile home shall be based on a rental contract and not an entirety of travel services (package tour). The contrary shall only apply if DRM, according to the principles of § 651a sub-section 2 German Civil Code, creates the impression that it renders a plurality of principal tourism services as a package tour.

**1.5.** An integral part of the rental contract shall also be the take-over and return record to be filled in completely and signed by Tenant and the return station.

**1.6.** Rental shall commence with the take-over of the mobile home by Tenant. For proper return, Tenant shall personally hand over the mobile home to an agent of DRM at a DRM station and sign the return record which the agent produces at the return. Until this point in time, Tenant shall be liable for damage to the mobile home according to the contents of the following provisions, Tenant likewise being liable for the rental payments or, after the expiry of the agreed term of contract, for damage resulting from a delayed return.

## 2. Minimum age, driving licence

The minimum age of Tenant and the drivers shall be 21 years of age. Driving licence Class 3, for all models. Class B for vehicles with an admissible total weight of up to 3,500 kg and Class C1 for a total weight of more than 3,500 kg. Drivers with Class B and C1 driving licences must have been in possession of the driving licence for at least one year.

## 3. Rental prices, insurances

**3.1.** As a matter of principle, the prices from the price list valid at conclusion of the contract shall be deemed the rental price insofar as no special price has been agreed and the agreement of the rental price is not based on an obvious error. The various seasonal times shall be taken into account in the calculation of the price.

**3.2.** The rental prices shall contain: unlimited free mileage; partial coverage with € 500.- retention and comprehensive cover with max. € 1.200.- retention (group H 1.000/2.000.--€) per incident of damage; third-party liability insurance as a lump-sum with € 100 mill. sum insured for personal, property and economic damage (personal injury € 8 mill. per injured person); manufacturers' mobility guarantee. Fuel and operating costs shall be charged to Tenant.

**3.3.** The vehicles shall be handed over completely fuelled and must be returned completely fuelled. If not, DRM shall charge € 2.50 gross per litre of diesel.

**3.4.** The day's prices shall be charged per period of 24 hours commenced. If the vehicle is returned after the time agreed in writing, we shall charge € 26.- per commenced hour (albeit no more than the overall day price for each day of delay) and shall forward any claims to damages made against us by the subsequent tenant or other persons on account of a delayed take-over of the vehicle on to you.

**3.5.** In the event of a return of the vehicle before the expiry of the agreed rental period, the entire contractual rental price shall be due for payment unless the vehicle can be hired out elsewhere. According to the price list valid at the time, the required minimum duration of rent during certain travel periods shall be considered. A once-off service lump-sum shall be charged for each rental.

## 4. Booking (conclusion of contract), object of service

**4.1.** With the booking, DRM bindingly offers Customer conclusion of a rental contract on the basis of the present terms and conditions, the specification in the brochure or in the Internet and all supplementary information and notices to the extent available to Customer.

**4.2.** In the event of electronic transmission of the booking (by e-mail or Internet), DRM shall confirm receipt of the booking to Customer by electronic means without delay. This confirmation of receipt shall not represent a confirmation of booking and accordingly not substantiate a claim of Customer to origination of a rental contract.

**4.3.** The rental contract shall exclusively originate through the written confirmation from DRM to Customer.

**4.4.** The object of service shall exclusively be a vehicle of the vehicle group booked, not a specific type of vehicle.

**4.5.** Statements in outside brochures, information and assurances from third parties, in particular manufacturers, vehicle hand-over points and travel companies exceeding or contradicting the description of service and the contractual information by DRM shall not be binding for DRM.

## 5. Payment terms, security

**5.1.** After receipt of the written booking confirmation, a down-payment of € 200.- shall be transferred to the account of DRM stated in the confirmation within 10 days.

**5.2.** The remaining payment shall be transferred to the account stated by DRM 21 days before the start of the rental (free of fees and charges, in particular in payments from abroad), punctuality of the payment being determined by the time of the crediting of the amount to the account.

**5.3.** A security to the agreed amount, as stated in the specification and on the booking confirmation, shall be paid with the residual payment. To the extent that nothing to the contrary has been expressly agreed, the security shall amount to € 1,200.- per vehicle (group H: €2.000.--). The security shall be reimbursed in the event of proper return of the vehicle and following the final settlement of the rental contract by DRM (main administration in Munich). All extras due shall be settled with the security when the vehicle is returned.

**5.4.** In the event of short-notice bookings (less than 21 days before the start of rent), the security and the prospective rental price shall be due for payment immediately.

**5.5.** To the extent that DRM is willing and in a position to render the service owed by contract and Customer has no statutory or contractual right of retention, there shall be no claim to the contractual services without complete payment of the rental price and the security, in particular not to take-over of the vehicle.

**5.6.** If down-payment, residual payment and security payment are not done within the contractual maturities, DRM can withdraw from the contract following a reminder setting a period for payment and charge Customer the costs of withdrawal pursuant to Section 6 of the present terms and conditions.

**5.7.** Insofar as Customer does not fall into arrears prematurely on the basis of a previous reminder from DRM, arrears in payment shall occur no later than 30 days after maturity and receipt of the booking confirmation and invoice, even without a reminder from DRM.

## 6. Withdrawal and rebooking

**6.1.** We refer to the fact that a general statutory right of withdrawal does not exist in rental contracts. We further point out that a right of revocation likewise does not exist on the basis of the statutory provision of § 312b sub-section (3) no. 6 German Civil Code.

**6.2.** However, DRM grants Customer a right of withdrawal, which ought to be exercised in writing at all costs in Customer's interest. In the event of withdrawal from the contract, DRM shall charge the following cancellation fees, in the calculation of which expenditure saved and rental customarily possible elsewhere have been taken into account according to the principles of § 537 sub-section 1 sentence 2, German Civil Code:

- a)** up to 50 days before take-over: 10 % of the rental price;
- b)** from the 49<sup>th</sup> to the 15<sup>th</sup> day before take-over: 50 % of the rental price;
- c)** from the 14<sup>th</sup> day: 80 % of the rental price;
- d)** on the day of rental or if the vehicle is not taken over: 95 % of the rental price.

**6.3.** Tenant shall be free to prove to DRM that it has suffered no or considerably lower losses.

**6.4.** A claim of Customer after conclusion of the contract to changes with regard to the start of rent, kind of vehicle, take-over and/or return station or equipment (rebooking) shall not exist. If rebooking is possible and is done at Customer's wish, DRM can charge a rebooking fee of € 20.- per rebooking process up to the 51<sup>st</sup> day before the start of rental. Customer's rebooking wishes made later can only be implemented following withdrawal from the contract under the terms in Section 6.2 and a simultaneous new booking, insofar as implementation is even possible. This shall not apply to rebooking wishes only causing slight costs.

## 7. Liability, comprehensive coverage

**7.1.** Tenant shall be liable for damage occurring during the rental period and for which Tenant or the driver is answerable with up to € 1,200.- (Group H 2.000.-€) per incident of damage.

**7.2.** To avoid an increase of costs by the cost of establishing damage, DRM presents Tenant with sample invoices for corresponding damage upon request in the event of damage.

**7.3.** In the event of damage caused by malice aforethought or gross negligence, in particular inability to drive induced by alcohol or drugs, the limitation of liability shall not apply. The same shall hold for all damages of the roof or damages caused by ignoring sign 265 (height of passage) pursuant to § 41 sub-section 2 no. 6 German Highway Code (or comparable regulations abroad). Further, Tenant shall be fully liable, despite an agreed limitation of liability, for all damage based on failure to observe the vehicle dimensions (vehicle height and breadth), on improper loading and unloading or to be put down to the load or to driving in reverse without instruction.

**7.4.** If Tenant has left the scene of an accident or breached obligations pursuant to Section 8 of these terms, he shall also be fully liable, unless the breach has no influence on establishment of the case of damage. Tenant shall likewise be unrestrictedly liable for all damage occurring during the rental period in use by an authorised or unauthorised driver (Section 9) or for a forbidden purpose (Section 10) by the load or by improper treatment of the vehicle. Apart from this, statutory liability shall continue to apply.

**7.5.** Tenant shall be liable for all damage claimed against him or DRM which Tenant has caused to third parties during the use of the object of rent.

**7.6.** Tenant shall be liable for all fees, dues, fines and punishments in connection with the use of the vehicle for which claims shall be made against the owner, unless they have been caused through the fault of the owner. DRM charges an administration fee of 9,50€ for each claim.

## 8. Return record, notification of defects

**8.1.** Defects to the rented vehicle or its equipment noticed after the start of rent shall be notified to the rental station by Tenant without delay, albeit no later than upon return of the vehicle.

**8.2.** Tenant cannot make claims of any kind if the defects substantiating such claims have not been stated in writing and in

detail on the return record. Claims shall only not be forfeited if the a return record is not produced for reasons for which Tenant shall not be answerable.

## 9. Conduct in accidents

**9.1.** After an accident, fire, theft or accident with wild animals, Tenant shall notify the police and the DRM headquarters in Munich immediately. Claims by opposing parties may not be acknowledged.

**9.2.** Tenant shall inform the DRM headquarters in Munich immediately by telephone of all damage and hand in an extensive written report, including a sketch, upon return of the vehicle at the latest.

**9.3.** The accident report must contain the name and address of the persons involved and any witnesses and the official registrations of the vehicles involved and must have been signed by both parties.

**9.4.** If the prospective amount of damage is higher than the liability or if the vehicle no longer has complete safety for road traffic, the owner shall be informed by Tenant without delay.

## 10. Authorised drivers

**10.1.** The vehicle may only be driven by Tenant and the drivers stated upon rental.

**10.2.** Tenant shall be obliged to record the name and address of all drivers to whom he gives the vehicle, even only temporarily, and notify the owner of them upon request. Tenant shall be responsible for the action of the driver in question like his own to the extent that he has taken on this obligation by express and separate written declaration.

## 11. Forbidden use

**11.1.** Tenant shall not be allowed to use the vehicle: for participation in motor sport events and vehicle tests; to transport easily flammable, toxic or otherwise dangerous materials; to commit customs and other offences, even if these are only threatened by punishment according to the law of the place of the offence; for re-hiring; for other uses exceeding contractual use, in particular driving on land not intended for driving on.

**11.2.** The vehicle shall be treated gently and properly and locked properly at all times. The directives decisive for use and technical rules as well as maintenance periods shall be complied with. Tenant engages to check regularly whether the object of rent is in a condition safe for road traffic.

## 12. Hand-over, return

**12.1.** Tenant shall be obliged to attend extensive instructions at the take-over station when taking the vehicle over. The owner can reject handing over the vehicle until the instructions have been given. Delays in the hand-over and costs incurred by this shall be charged to Tenant.

**12.2.** Before the vehicle is returned, it must be cleaned on the inside by Tenant. If this is not the case, Tenant shall be charged the costs of necessary cleaning work (no less than € 75.-). If the toilet has to be completely or partly cleaned by the owner, Tenant shall be charged cleaning fees of up to € 100.-. Return of the vehicle shall be confirmed by the signature of the employee of the rental station on the return record. Without this signature, all damage to the rented vehicle shall be charged to Tenant, in particular if the vehicle is left outside working hours.

## 13. Replacement vehicle

If the booked vehicle cannot be provided at the rental station, the owner reserves the right to provide a vehicle comparable in size and equipment or larger. No additional rental costs shall be incurred by Tenant thereby. If a smaller vehicle is offered and accepted by Tenant, the difference in price between the two vehicles shall be reimbursed. If higher subsidiary costs result from the provision of a larger vehicle, e.g. ferry and toll charges or operating costs, these shall be charged to Tenant.

## 14. Journeys abroad

Journeys abroad within Europe shall be possible. Eastern European countries shall require the prior approval of the owner.

Journeys to war and crisis areas shall be forbidden.

#### **15. Non-smoker vehicles**

**15.1.** All mobile homes of DRM are non-smoker vehicles. Accordingly, smoking is not allowed in the entire vehicle, either in the driver's cab or in the living part.

**15.2.** In the event of proven breaches, DRM can, if applicable, terminate the rental contract extraordinarily without notice and charge Tenant for the costs incurred by airing or for removal of the contamination with smoke, including all and any costs of losses as a result of temporary unavailability of the vehicle caused thereby.

#### **16. Repairs**

**16.1.** Repairs becoming necessary to ensure the operational and road traffic safety of the vehicle may be commissioned by Tenant up to a price of € 150.- without any problems, major repairs only with the approval of DRM.

**16.2.** The costs of repairs shall be reimbursed by the DRM headquarters against presentation of the original documents and replaced parts in question to the extent that Tenant is not liable for the damage (Section 6).

#### **17. Remedy, reduction, damages**

**17.1.** On account of non-contractual rendering of rental, Tenant shall have a right to remedy, reduction of rental or, to the extent that DRM is answerable for a defect to the vehicle, to damages. For remedy, Customer shall inform the rental station immediately of defects established and grant the rental station a suitable period for repairs. Claims shall not be forfeited if immediate notifications of defects are not made without the fault of Tenant or if a remedy is rejected by DRM or is objectively impossible.

**17.2.** Claims to damages for defects to the vehicle existing before conclusion of the contract and for which DRM is not answerable shall be ruled out.

#### **18. Limitation of liability**

Liability of DRM shall be limited to malice aforethought and gross negligence to the extent that it is not a question of major contractual obligations. This limitation of liability shall not apply in cases of liability independent of fault or for liability of DRM, its legal representatives and its vicarious agents in damage to body or health or in loss of life.

#### **19. Preclusive period, barring by limitation**

**19.1.** Claims on account of non-contractual rendering of the rental shall be made in writing to our headquarters by Tenant within one month of the return of the vehicle planned in the contract. After the expiry of the period, claims can only be made if there is no fault for the failure to comply with the period. The period shall commence no earlier than the time at which Customer obtains knowledge of the circumstances substantiating the claims against DRM.

**19.2.** Customer's claims against DRM from the rental contract, regardless of the reason - albeit with the exception of Customer's claims from tort - shall be barred by limitation after one year.

**19.3.** Barring by limitation shall commence with the end of the year in which the claim originated and Customer obtained knowledge of circumstances substantiating the claim and DRM as the debtor or would have obtained it without gross negligence.

**19.4.** If there are negotiations pending between Customer and DRM about claims being made or the circumstances substantiating the claims, barring by limitation shall be inhibited until Customer or DRM rejects continuation of the negotiation. The aforementioned period of barring of one year shall commence no later than 3 months after the end of the inhibition.

#### **20. Storage and forwarding of personal data**

**20.1.** Tenant agrees to DRM storing personal data.

**20.2.** DRM may forward these data via the central warning ring to third parties with a justified interest if the statements made in the rental are incorrect in essential points or the rented vehicle is not returned within 24 hours of the expiry of the rental period (also extended, if need be) or if rental claims have to be made in judi-

cial reminder proceedings or cheques presented by Tenant are not honoured. In addition, the data can be forwarded to all the authorities responsible for prosecution of offences against public order and criminal offences in the event of Tenant actually behaving dishonestly or sufficient indications herefor existing. This is done, for example, in the event of wrong information for the rental, presentation of forged personal documents or such reported as having been lost, failure to return the vehicle, failure to notify a technical defect, road traffic offences or similar.

#### **21. Selection of law and place of jurisdiction**

**21.1.** The contractual relationship between Customer and DRM shall exclusively be governed by German law. This shall also apply for the entire legal relationship.

**21.2.** Insofar as German law is not applied in actions by Customer against DRM abroad for the reason of the liability of DRM, German law shall be exclusively applicable with regard to the legal consequences, in particular the nature, scope and amount of Customer's claims.

**21.3.** Customer can only take action against DRM at the latter's headquarters.

**21.4.** Customer's place of residence shall be decisive for actions of DRM against Customer. For actions against Customer or contracting partners of the rental contract who are merchants, public or private law legal entities or persons with their place of residence or customary abode abroad or whose place of residence or customary abode is not known at the time of initiating proceedings, the headquarters of DRM is agreed as the place of jurisdiction.

**21.5.** The aforementioned directives do not apply

**a)** if and insofar as something to the contrary in favour of Customer results from indispensable provisions of international treaties to be applied to the rental contract between Customer and DRM or

**b)** if and insofar as indispensable provisions in the member state of the EU to which Customer belongs and applicable to the rental contract are more favourable for Customer than the following provisions or the corresponding German provisions.

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