GENERAL TERMS AND CONDITIONS OF ROAD-CAMPER.COM FOR MOTORHOME RENTALS FOR INDIVIDUAL TRAVEL

§ 1 Scope, Type of Contract, Applicable Law, Jurisdiction

(1) Applicability: These General Terms and Conditions of Contract and Business (hereinafter referred to as "GTC"), together with the booking details for the selected offer for a motorhome (hereinafter: "Motorhome", "Vehicle", or "RV") for an individual trip or group trip, form the contractual basis between Road-camper.com, Office: 3655 W Anthem Way # 109, Anthem, AZ-85086, represented by its Director Ludwig Langenbach (hereinafter: "RC") and its customers in the version valid at the time of the order. They apply to all services provided by RC that are booked by the customer via the online order form on the Road-camper.com website or through other distance selling methods, such as via phone or email or at tourism fairs, and, together with the selected booking details, regulate the required customer information. For contracts resulting from RC's services in print catalogs for the delivery of goods depicted in the print catalog of NICOLA GMBH, these GTC apply accordingly, unless expressly stipulated otherwise. RC's offer to conclude a contract and these GTC apply to all contractual relationships between RC and private individuals, entrepreneurs, legal entities of public law, or special public funds (hereinafter referred to as "Customer"), although RC's offers are primarily addressed to private individuals.

(2) Priority: RC asks its customers to read these GTC carefully, as they contain important information and contractual foundations for the relationship between the customer and RC regarding the rental of RVs for individual travel. If the booking details contain provisions that deviate from these GTC, the provisions of the booking details shall prevail as special regulations.

(3) Application only for individual trips, not group trips: For group trips, the special terms and conditions for group trips apply additionally and take precedence in the event of deviations from the provisions of these GTC.

(4) Validity: These GTC are valid at the time the contract is concluded. The general terms and conditions can be viewed, printed, or saved at any time here on the internet at Road-camper.com.

(5) Deviating customer terms and conditions: Only these GTC apply to the contractual relationship between the customer and RC. RC hereby expressly objects to any conflicting, additional, and/or deviating conditions of the customer. These GTC shall apply even if RC provides the service to the customer without reservation in the knowledge of the customer's conflicting, additional, and/or deviating conditions, unless RC has expressly agreed to their validity in writing in accordance with the provisions of these GTC.

(6) Rental Agreement: For the present contractual relationship between RC and its customers, the statutory provisions on the rental of movable property shall apply, unless the following regulations contain special provisions. Travel services or a combination of travel services (package travel) are not owed by RC for RV bookings for individual trips. The customer executes their journey in the RV independently and uses the vehicle on their own responsibility.

(7) No Travel Services: Services of another tour operator mentioned or linked in the description on the website or in print media (e.g., flights, hotel accommodation) are not part of a package tour offered and carried out by RC, unless the bundling by RC as a package tour is explicitly designated as such. RC purely offers RV rental agreements; RC only offers travel services based on individual contractual agreements, and without explicitly corresponding designation, they are not standard services. If agreed upon, a travel service provided will be listed on the first page of the booking confirmation, along with additional services, cf. 1 (6). RC does not offer such third-party services as its own services.

The same applies to the mediation of linked travel arrangements, i.e., the mediation of different types of travel services deliberately coordinated with each other for the purpose of the same trip, which can be booked with different providers. On the website, this is typically done through a click-through solution to the website of a third-party provider, on whose page a separate contract conclusion takes place specifying all data. If such offers exist for further services beyond the RV bookings offered by RC, services from third-party providers (including package tours from third-party tour operators) are exclusively brokered. In such booking cases, the contract is concluded exclusively between the customer on the one hand and the provider of the relevant additional individual travel service(s)/package tour on the other hand. In this regard, reference is made to the agency conditions of RC.

(8) Contractual specification of the scope of services: All inclusive and additional booked services contained in the rental price of the respective rental agreement, as well as other individual agreements, derive from the first page of RC's booking confirmation. The booking of a package tour, if one had been agreed with RC deviating from 1 (6), would be correspondingly indicated here.

(9) Applicable Law: The rental relationship between RC and its customers is governed exclusively by the laws of the state in which RC is headquartered, thus the law of the United States of America, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). It is true that RC also directs its offers to customers outside the USA, especially via its website and locally at trade fairs in Europe, particularly to customers who have their habitual residence in the German-speaking area, thus especially in Germany, but also in Austria and Switzerland. In such cases, according to the legal provisions in the European Union (Directive (EU) 2015/2302), if the customer is a private individual and thus a consumer, the choice of law fundamentally cannot result in the consumer being deprived of the protection afforded to them by the mandatory provisions of the country in which they have their habitual residence. However, this does not apply to contracts for the provision of services to consumers if the services owed to the consumer are exclusively to be performed in a country other than the one in which the consumer has their domicile. The rental for the use of RC's RVs is exclusively performed in the USA or Canada, and the term services in this context is to be interpreted broadly and also includes rental, so that US law alone applies to the services covered by the contract under these GTC.

(10) No statutory right of withdrawal: RC specifically points out that due to the application of US law, there is no statutory right of withdrawal under distance selling regulations in the European Union. For the sake of completeness, RC additionally notes that even if a legal system of the European Union applied, which provides for corresponding notification duties regarding withdrawal rights, there would be no right of withdrawal in the present case for a contract concluded via distance selling, because for contracts such as the present one regarding the provision of services in the areas of accommodation for non-residential purposes, transport of goods, car rental, supply of food and beverages, and for the provision of other services related to leisure activities, if the contract provides for a specific date or period for provision, no right of withdrawal exists even under the statutory requirements in the European Union. The duty to inform and the statutory exception to the right of withdrawal, if German law were applicable for example, follow from Art. 246 § 1 Para. 3 No. 1 EGBGB and § 312g Para. 2 No. 9 BGB, according to which even under German law, no right of withdrawal would exist for a contract like the present one concluded via distance selling.

(11) Place of Performance, Jurisdiction: The place of performance is RC's headquarters. The exclusive place of jurisdiction for all disputes arising out of and in connection with the contract, including these GTC, regardless of the legal basis, is, to the extent legally permissible, the competent court for RC's headquarters, unless mandatory regulations, particularly for consumers, dictate a place of jurisdiction at the consumer's domicile.

§ 2 Conclusion of Contract, Rental Requirements, Offer Documents

(1) Offer and Acceptance: RC's offer to the customer, particularly the online mask of the web shop, but also print offers, is non-binding and does not obligate RC, unless an offer from RC explicitly indicates binding character. In the RV offer on the Road-camper.com website, as well as in print media, the RVs in the portfolio can first be compared. The customer has the option to submit a booking request for a motorhome rental to RC, either by filling out the form fields and completing the booking process on RC's website, with an inquiry via email or another distance communication medium, but also by filling out contract documents at a trade fair. The customer commits to providing truthful information—especially regarding their identity (name and address) and the number of users (all co-travelers incl. children) and driver's licenses. By filling out the form fields on the internet presence, additionally accepting these GTC and the privacy policy, the customer submits a binding offer to RC to conclude a motorhome rental contract by clicking the "order with obligation to pay" button, which RC can accept. In connection with submitting their offer to conclude a contract on RC's website, the customer has the opportunity to create a customer account. Unless explicitly agreed otherwise, the offer cannot be submitted for specific vehicles, but only for vehicle categories. For inquiries via distance selling methods, the contract documents including these GTC and the privacy policy are provided to the customer, whose acknowledgment must be confirmed by the customer in the email containing the binding booking request. At trade fairs, the GTC are laid out for acknowledgment together with non-binding offer inquiry forms, and acknowledgment must be confirmed therein. By submitting their offer inquiry, the customer confirms the acknowledgment and acceptance of the GTC and privacy information and bases their offer on this, which RC can also accept through these contract conclusion methods.

(2) Booking Confirmation: The RV rental contract only comes into effect upon RC sending the booking confirmation (via email). With the corresponding booking confirmation, the customer gains the right to a motorhome for the period specified during booking, the number of users (all co-travelers incl. children), and an RV in the booked vehicle category according to § 3 (1), provided the provision of a replacement vehicle is not permissible according to § 6. In the event that RC does not confirm the booking within 5 working days, typically via email, the customer is no longer bound to their binding inquiry.

(3) Driver's License and Fitness to Drive: The minimum age of the person booking, as well as every additional driver, is 21 years on the key date of the rental start. From the age of 74, a medical certificate may be required as a condition of fitness to drive. An international driver's license is recommended. A valid national driver's license (not just an international driver's license) must be present on site. Without a valid driver's license, the vehicle cannot be moved. Only new credit-card-style driver's licenses are accepted.

(4) Offer Documents: RC retains all rights to all offer documents of any kind, whether online or in print (e.g., illustrations, drawings, texts, data/data records, software, calculations, etc.), in particular ownership, copyright, and ancillary copyright as well as industrial property rights. Offer documents may only be passed on to third parties by the customer after obtaining prior consent from RC in text form.

§ 3 Subject of Performance "Motorhome/RV", Additional Services

(1) Contract over Vehicle Categories: RC expressly points out again, in addition to § 2 (2), that specific vehicles are not booked, but rather vehicle categories. Only the confirmed vehicle category/vehicle group is binding, not a specific vehicle type. There is no entitlement to a specific floor plan, age, or specific vehicle or equipment dimensions. Only the vehicle category, weight class, number of beds, transmission type, and fuel type (diesel or gasoline) are binding. If the booking details contain supplementary descriptions, these are not legally binding unless there is an explicit corresponding agreement between RC and the customer, at least in text form. The provided vehicle details, regardless of the medium on which they are displayed, describe an average vehicle of this vehicle group, not the vehicle that will be handed over to the customer. Deviations may occur, particularly regarding vehicle length (+/- up to 1.5m), age, accumulated mileage, and bed dimensions. If the customer requires certain minimum dimensions (e.g., for the bed) or maximum dimensions (e.g., for the vehicle due to restrictions on ferries or campsites), these can only be guaranteed after written re-confirmation by RC. It is recommended to make a corresponding inquiry before booking, provided and insofar as this is a prerequisite for the customer to conclude the contract. Where offers specify the age of the vehicle, this generally refers to the period the vehicle has already been part of the rental fleet.

(2) Equipment Features, Additional Services: The customer has the option, before or after booking - possibly in the customer account and on site - to request specific equipment features, and possibly also additional chargeable services. These are only legally binding if they are confirmed by RC at least in text form (via email). The customer is obliged to check the booking confirmation sent to them immediately for its accuracy and to point out any inaccuracies to RC. A delayed notification of inaccuracies or deviations cannot be considered and in particular does not entitle the customer to withdrawal or price reduction. Additional services requested after the conclusion of the contract come into effect upon acceptance by RC through a separate further contract conclusion.

(3) Inclusive Services: For all rental agreements, the services apply that are designated accordingly in the rental agreement. The provisions in § 3 (2) apply accordingly.

(4) No Inclusive Service: A power generator is not an included accessory in the RVs; it is not included in the rental price as an inclusive service but can be provided as an additional service per hour for a fee (price to be requested at the station) plus tax. The provisions of § 3 (2) apply accordingly.

(5) Customer Purchases: New purchases made by the customer as accessories for the RV may only remain in the motorhome after the end of the rental period following prior consultation with RC. The costs for this will only be covered by RC if they remain in the vehicle and if this has been appropriately agreed with RC. The customer bears the burden of proof.

(6) Handover Condition for Final Cleaning: The RV must be handed over for final cleaning internally in the following condition: The interior living area as well as the driver's cabin, i.e., including toilet, stove, refrigerator, and dishes, must be clean; the wastewater tanks must be emptied (valves of the wastewater tanks must be open upon return). If the aforementioned condition is not met upon return, a fee (please inquire) will be charged.

§ 4 Rental Period/Duration of Use, Extension

(1) Rental Period: The customer is entitled to use the vehicle for the contractually agreed duration. They are obliged to inform themselves in advance about the pickup and return times (especially opening hours and rest days/holidays). A later pickup or earlier return of the vehicle is possible in individual cases but must be individually requested by the customer and confirmed in writing by RC.

(2) Pickup/Return Day: Unless the details within the booking process or in individual agreements contain a deviating rule, the day of vehicle pickup and the day of return each count as one rental day.

(3) Pickup/Return Times: Regarding pickup and return times, it is recommended to carefully read the exact pickup/return times before planning the trip and, if necessary, have them confirmed in advance at least in text form. Every started day is calculated as a full day. The day starts at 7:00 a.m. and ends on the following day at 6:59 a.m. Further handover specifications follow from § 5.

(3) [Note: Original duplicate numbering] Early Return: Early returns before the end of the agreed rental period do not result in a reduction of the agreed rental price.

(4) (Tacit) Extension of Rental Period: An extension of the rental period as well as any other change in the rental duration via contract adjustment is only possible with RC's explicit consent, at least in text form. Continuation of use after the end of the rental period does not generally lead to an extension of the rental agreement, even without RC's explicit objection. A tacit contract extension is excluded. If the customer does not return the vehicle at the agreed time to the agreed return station, RC is entitled to demand a usage fee equal to the valid rental rate for the period of withholding beyond the contract duration. RC's further claims for damages remain unaffected. After the expiration of the agreed rental and usage period, the customer is fully liable for all damages caused to RC or third parties due to the impermissible extension.

§ 5 Handover, (Airport) Transfer

(1) Handover Station: The motorhome is to be picked up and returned at the agreed time (observing the hour) at the handover station named in the contract. A previously agreed pickup time may be delayed on the day of pickup due to prior customer pickups/returns. Therefore, it is recommended not to schedule fixed times with third-party providers on the day of pickup. The handover station is located at RC's business premises.

(2) Opening Hours of Handover Station: The regular opening hours of the handover station for RV handover and the airport transfer are from Monday to Saturday, between 7:00 a.m. and 4:00 p.m. and are carried out by RC or service providers commissioned by RC, with handovers typically only starting from 10:00 a.m. local time. The handover station is closed on Sundays. Handovers outside regular opening hours (only upon prior written agreement) will be charged an extra fee of 195 US Dollars plus tax. A transfer on a Sunday is only carried out for a surcharge of 85 US Dollars plus tax, possibly in addition to the usual transfer price if this is not included in the rental price, cf. § (3) and (4).

(3) Rest Days of the Handover Station: The handover station is closed on the following days, especially American and Canadian holidays. Irrespective of individual agreements, no handovers or transfers take place on these days:

- (a) Christmas Day Dec. 24 - 26;
- (b) New Years Eve and New Years Day: Dec. 31 & Jan. 1;
- (c) Martin Luther King Day, (d) Memorial Day, (e) Independence Day: July 4,
- (f) Labor Day, (g) Columbus Day, (h) Veterans Day, (j) Thanksgiving Day

(4) Transfer: If appropriately booked and indicated in the booking confirmation, pickup from the airport or airport hotel will take place provided a transfer is still possible within the opening hours of the handover station. The return transfer (during opening hours) can only take place immediately after the RV handover. Furthermore, the transfer can only take place to and from specific locations. Additional transfers or driving services that are not part of the motorhome handover will be charged an extra fee starting at $100 plus tax. Furthermore, excess baggage must be registered in due time (at least 2 weeks before departure). Standard luggage per person is one suitcase of 23 kg with one piece of hand luggage and a handbag. Any additional piece of luggage may incur a surcharge. Please inquire at our station.

(5) Handover Requirements: As a prerequisite for the RV handover, an original passport and driver's license must be presented (not just an international driver's license). The requirements for the minimum age of the driver and additional drivers as well as the duration of possession of a valid driver's license had to be provided as a prerequisite for concluding the contract during the booking process and must be confirmed unchanged and verified at the station. RC is entitled to make photographic copies of the documents. The following minimum requirements apply for an RV rental with RC:

- The driver (and typically the renter) must have completed their 21st year of life and possess a valid driver's license for the vehicle size in the country of rental and, if applicable, transit.
- The customer must ensure that only persons drive the motorhome who were declared as additional drivers and renters at the time of booking, whose driving authorization was accepted and confirmed by RC upon booking, and who also meet the conditions of the 1st bullet point.
- In addition, the customer is obliged to ensure that all drivers are added to the rental agreement no later than on site. This is a prerequisite for the admissibility of additional drivers. RC does not have to accept drivers and renters on site who were not already registered at the time of booking.
- RC points out that possession of an international driver's license is highly recommended.

The presentation of a valid driver's license by the customer and/or all renters and drivers at the time of handover is a mandatory prerequisite for the handover of the motorhome, in addition to the confirmation of holding a valid driving license upon conclusion of the contract. If a delayed handover occurs due to failure to present a driver's license, this is at the expense of the customer. If the driver's license cannot be presented at the agreed pickup time nor within a reasonable grace period, RC is entitled to withdraw from the contract. The cancellation conditions in § 9 apply accordingly. The failure to present a valid driver's license is treated equivalently to a cancellation by the customer.

(6) Rest Period after Flight: Generally, the first night must be spent in a hotel unless the customer is already inland in North America. The motorhome must not be moved or driven immediately after arriving on an intercontinental flight. The RV may only be moved the next day.

(7) Handover Protocols: A protocol is created upon both pickup of the vehicle from RC and return to RC. These two handover protocols are parts of the rental agreement. The agreed return and pickup times must be observed.

(8) RV Pickup from RC: The customer commits to checking the rental vehicle together with RC during the RV pickup to ensure it is in a contractual, damage-free condition, as well as verifying the correct specification of the fuel level and other fill levels, the cleanliness rating, and the presence of accessories and, if applicable, environmental/toll badges. Any damages, missing parts, dirt, and insufficient fill levels identified by the customer (together with RC) must be reported to RC before the start of the journey and will be noted by RC on a "Vehicle Release Handover Protocol". The customer must thoroughly convince themselves of the condition of the vehicle at handover and its alignment with the "Vehicle Release Handover Protocol" under their own responsibility, particularly regarding their liability in the event of loss of equipment or damages to the vehicle. By signing the "Vehicle Release Handover Protocol," the customer acknowledges the documented and contractual condition of the vehicle.

(9) RV Return to RC: The customer commits to returning the motorhome fully fueled, undamaged, cleaned inside, and in the documented condition (as per the Vehicle Release Handover Protocol) at the handover station at the contractually agreed time.

(10) Return Condition of the Motorhome: When picking up a proper and cleaned vehicle according to § 5 (8), the customer must return the vehicle in a corresponding condition upon return. If the toilet is not emptied and/or not cleaned, a flat fee of 250.00 US Dollars each will be due. The customer remains free to prove that no damage occurred at all or that it is significantly lower. If the vehicle is not or insufficiently cleaned inside upon return, or if there are damages or impairments, which also include pest infestations such as ants, mice, etc., the actual damage repair costs, especially cleaning costs, possibly also exterminator costs, but at least 250.00 US Dollars will be charged. The customer remains free to prove that no damage occurred at all or that it is significantly lower. RC cannot be held liable for any damage to customer property.

(11) Defect Waiver Declaration, Defect Compensation: If the customer declares to RC on site that they will make no claims for defects, this is binding. Later claims for defects of any kind are excluded without an explicit reservation of defects. If RC pays the customer a compensation payment for defects in the vehicle or compensates for defects by waiving/reducing the rental price, waiving the payment of agreed additional services, or by granting upgrades or additional services, these compensatory measures exclude further claims by the customer regarding the same defect.

(12) Luggage Storage etc.: If suitcases or other items belonging to customers are stored at our station, a corresponding fee will be charged (see internet under special accessories for the fee). Furthermore, the customer can spend the last night at the station at any time for a fee (see internet under special accessories for the fee).

§ 6 Replacement Vehicles

(1) Replacement Vehicle: Unless otherwise agreed, if the vehicle in the booked vehicle category cannot be provided at the time of handover, RC reserves the right to provide a vehicle of comparable size and equipment or a larger vehicle. This does not result in additional rental costs for the customer. The same applies if the vehicle is destroyed without fault on the part of the customer or if it is foreseeable that the use will be impossible for an unreasonably long time due to damage for which the customer is not responsible. Termination by the customer is excluded in these cases, unless the provision of a replacement vehicle fails, is delayed, or is refused by the customer. Any higher incidental costs incurred as a result, such as ferry or toll fees as well as operating costs, are to be borne by the customer. Against this background, RC strongly recommends the customer to book a ticket for the largest vehicle category in any case for ferry or space reservations. If important legitimate interests of the customer (such as the rental of parking spaces for vehicles with restricted vehicle dimensions) stand in the way, they can refuse the acceptance of a vehicle of a larger vehicle category as a contractual service. If the vehicle in the booked vehicle category cannot be provided at the time of handover and no comparable or larger vehicle is available either, RC reserves the right to offer the customer a different or even smaller vehicle category that is correspondingly available. In the case of an available replacement vehicle in a smaller vehicle category, RC will refund the resulting price difference. The regulations on the vehicle category in § 3 (1) also apply accordingly to the replacement vehicle.

(2) Refusal of a Replacement Vehicle: If the vehicle is destroyed through the fault of the customer or if it is foreseeable that the use will be restricted or impossible due to a circumstance for which the customer is responsible, RC may refuse the provision of a replacement vehicle. A termination of the rental agreement by the customer is excluded in this case. In addition, the customer may incur additional costs due to downtime (demurrage costs).

§ 7 Security Deposit

(1) Deposit: The deposit in the amount agreed upon in the rental contract must generally be provided in the form of a credit card (no debit cards) when picking up the motorhome. RC issues a confirmation of receipt, typically on the handover protocol for the release of the vehicle. RC is not obliged to provide an RV without a deposit being provided in an accepted form.

(2) Additional Deposit: Furthermore, RC is entitled to demand an additional deposit on top of the deposit indicated in the booking confirmation in the event of a damage incident during the rental period.

(3) Possible Deposit Methods: The customer is obliged to inform themselves about the exact amount of the deposit and the payment modalities before picking up the RV and to ensure that depositing the security is possible regardless of the form, for example, that the credit card has sufficient funds. RC explicitly points out that debit cards are generally not accepted at the handover station, even though they are sometimes colloquially referred to as credit cards. So-called "prepaid credit cards" are also generally not accepted. When paying by credit card, it should be noted that the PIN may be required and credit card fees may apply. RC notes that if the deposit is made in the local currency, currency fluctuations may occur in the time between the payment of the deposit and the refund.

(4) Transaction Fees: RC notes to take into consideration that RC, and possibly also the card-issuing institution, sometimes charge credit card fees for both debits and refunds. These fees will not be reimbursed by RC during the deposit return. When paying by credit card, due fees of 5% are passed on.

(5) Deposit Refund: Upon proper (especially undamaged and timely) and contractual return of the vehicle, the deposit will be refunded after the final settlement has been made. All additional costs arising in connection with the rental agreement, such as cleaning costs, refueling costs, costs for repairing damages, will be deducted from the deposit upon return of the vehicle, provided they are to be borne by the customer. Repair costs incurred as a result of a damage incident can be settled by RC on the basis of a cost estimate. Until the final clarification of the amount of the costs and the burden of bearing the costs, especially depending on the chosen insurance coverage and deductible, RC has the right to retain the deposit. If all claims from the rental agreement and any additional services have been paid with a credit card, the signature of the cardholder is deemed an authorization to debit the entire invoice amount from the respective account at the credit card organization. This authorization also applies to subsequent charges due to damage cases culpably caused by the customer, up to a maximum of the agreed deductible, and to administrative offenses and fines of the customer including the consequential costs attributable to the customer, particularly towing costs.

(6) Deposit Offset with Additional Services: RC is entitled to offset unpaid additional services that were only agreed upon on site, cf. § 3 (2), against the deposit, even if these originate from a supplementary contractual relationship.

(7) Credit Card Failure: If the deposit or booked special accessories cannot be debited from the credit card due to incorrect credit card data, RC will request the customer in writing to verify the accuracy of the credit card data. Should the requested reply not be received on time, RC reserves the right to charge default interest of 6% per day.

§ 8 Payment, Due Date, Invoice

(1) Rental Price, Currency: The rental price is shown in the booking details and confirmation in US/CAD Dollars. Payment of the rental price is to be made in US/CAD Dollars, based on the current daily exchange rate.

(2) Down Payment, Due Date: Unless the rental price is an agreed promotional or special price, 20% of the rental price is due for payment immediately upon receipt of the booking confirmation and corresponding invoicing by RC, which includes a payment request for the date and amount stated in the invoice, corresponding to the 20% down payment. The remaining rental fee in the amount of 80% of the invoice difference sum is due for payment no later than 39 days before the start of the rental. This second due date and remaining amount are also shown on the invoice. Early booking discounts only apply as specified in the offer and booking confirmation. Vouchers and special prices do not entitle the customer to an early booking discount.

(3) Promotional Price, Special Price: Special or promotional prices are due for payment in the amount of 35% immediately after invoicing; the remaining 65% is due for payment no later than 39 days before the start of the rental.

(4) Payment Method: Payment of the rental price can be made by bank transfer or credit card after invoicing. The customer is free to choose which of the two payment methods to use. Any transfer fees will be passed on to the renter.

(5) Default: If no payment is received by the stated date, the customer is in default of payment. RC reserves the right, after the fruitless expiration of a grace period for supplementary performance, to withdraw from the contract or to cancel the booking. The cancellation conditions of these GTC apply. If the customer is in default of payment, the default interest is 6%. RC is entitled to invoice the customer for the costs incurred, unless the customer proves that RC incurred no or less effort and/or damage. If, due to the customer's default, it becomes necessary to commission a debt collection agency or to inquire with the residents' registration office to determine a summonable address, the customer must also bear the resulting costs within the legal limits. RC reserves the right to assert further claims.

(6) Additional Services, Due Date: Additional services of any kind that are not inclusive services of a contract, such as supplementary remuneration and fees, especially additional cleaning costs, extra bookings like power generators, operating and fuel costs (gasoline, diesel, AdBlue, gas, oil, electricity, etc.), toll, parking, camping, pitch, and ferry fees, fines, local taxes, and charges for (locally) booked additional services are not included in the rental price and must be paid by the customer on site in US Dollars. Unless shown as an inclusive service on the first page of the booking confirmation, these are fundamentally not included in the rental price. These are based on a separate contract, cf. § 3 (2), or caused by fault, e.g., speeding. RC will issue a separate invoice for these. Payment for additional services is due immediately upon invoicing.

§ 9 Cancellation, Rebooking

(1) Right of Withdrawal/Cancellation: RC points out that a right of withdrawal for rental contracts is fundamentally not provided for by the legal system. This would be different if the RV booking fell under package travel law in the EU. This is not the case, cf. § 1 (5) and (6). RC's own right of withdrawal is regulated separately in § 9a. RC nevertheless grants its customers a contractual right of cancellation (Storno), provided the rental is not a promotional/special price. Cancellation fees for special offers/promotional prices are generally always the full rental price. In the event of a cancellation, the cost of the first night hotel is fully charged.

(2) Cancellation Conditions: RC points out that in the event of a cancellation, only a portion of the rental price (depending on the time of cancellation) is waived, and the remaining amount is retained as a cancellation fee. For short-term cancellations, the entire rental price is due. The agreed cancellation rules of RC are:

- More than 60 days before rental start - 20% of the rental price are cancellation fees.
- 60-40 days before rental start - 60% of the rental price are cancellation fees.
- 40-18 days before rental start - 80% of the rental price are cancellation fees.
- 18-0 days before rental start - 100% of the rental price are cancellation fees.
- Cancellation of rental with promotional price/special offer - 100% of the rental price.
- From the start of the rental, cancellation is no longer possible.
- Failure to pick up the RV - 100% of the rental price are cancellation fees.
- For early returns, § 4 (4) applies.

(3) Scope of Cancellation: These cancellation costs concern the rental agreement for the RV including inclusive services, but not additional services booked with a separate agreement. Additional services must also be refunded in the event of cancellation.

(4) Cancellation Fee: For every cancellation, 5% of the rental price plus the hotel first night in full amount are charged as processing fees, regardless of the time the cancellation is made.

(5) Receipt of Cancellation: A cancellation is only considered effective once it has been received by RC. If the customer does not receive a confirmation from RC, it is possible that the cancellation has not reached RC. In this case, the customer is obliged to contact RC to inquire about the receipt of their cancellation. The customer is further obliged to transmit the cancellation request at least in text form (via email). The cancellation is only effective upon proven receipt.

(6) Time of Cancellation: The time of cancellation is the time of receipt by RC. Receipt only occurs during office opening hours (Monday to Friday from 9 a.m. to 5 p.m. Pacific Time, excluding holidays) at RC. If receipt occurs outside of office opening hours, 9 a.m. on the next working day is simulated as the time of receipt.

(7) Rebookings, Rebooking Fee: There is no right to rebooking. It is a discretionary decision by RC on a case-by-case basis to allow rebookings. Up to 40 days before pickup, RC will, however, attempt to investigate the possibility of a rebooking upon a corresponding request by the customer and inform the customer about the conditions in the specific case (especially any fees and surcharges). If the customer agrees to the conditions, this constitutes an offer to change the contract. If RC accepts this, a new booking confirmation will be sent to the customer, along with an invoice for additional costs, surcharges, and fees, if agreed. Rebookings by RC are generally charged with a flat processing fee of 100.00 US Dollars plus tax, which can, however, be quantified with a higher effort in the offer.

> **(8) Proof of lower damage/effort upon cancellation or rebooking:** The customer is always free to prove that RC suffered no damage due to the cancellation or rebooking, or that calculated costs or fees were lower, including lower processing effort than the applied cancellation fee or rebooking fee (which is essentially a processing fee). If an agreement on the additional costs of a rebooking according to § 9 (7) has been reached, the proof of lower damage is excluded due to the contractual agreement thereon.

§ 9a Cancellation Rights of RC

(1): RC is entitled to withdraw entirely or partially from the rental agreement before vehicle handover or to refuse handover if one of the reasons listed below in paragraph (2) exists. RC will inform the customer of this immediately in text form and, if possible, offer a reasonable alternative before declaring a full withdrawal.

(2) Reasons for Withdrawal: A reason for withdrawal within the meaning of paragraph (1) exists in particular if:

- a) a case of § 5 (5) (failure to present a valid driver's license despite a reasonable grace period) exists;
- b) the payment deadline according to § 8 is not met and RC withdraws after the fruitless expiration of a grace period according to § 8 (5);
- c) a case of § 6 (1) sentence 3 or § 6 (2) (vehicle destruction or significant usage restriction, where the provision of a replacement vehicle also fails, is delayed or refused, or where RC refuses a replacement vehicle due to customer fault) exists;
- d) objective indications exist that the vehicle does not meet the applicable legal safety requirements considering the weight, number, and physical condition of the registered travelers (especially permissible gross weight and number of usable seat belts), or that travelers cannot use the safety facilities without external help, and no alternative is available;
- e) the customer made incorrect or incomplete statements during booking regarding circumstances explicitly inquired by RC.
- f) the execution of the trip would objectively not be legally permissible under the mandatory statutory provisions of the pickup, return, or transit state with the booked vehicle, and a replacement vehicle cannot resolve this either.

(3) Objective Standard: The assessment under paragraph (2) lit. d) and e) is based exclusively on objective, vehicle- and safety-related criteria. A withdrawal or rejection solely based on age, body weight, appearance, or a disability of a traveler does not occur, provided the objective safety requirements are met.

(4) & (5): [Summary of financial consequences] If withdrawal is based on a), b), or e), cancellation terms under § 9 (2) apply. If based on c), d), or f) without customer fault, RC refunds payments minus non-compensable costs incurred by RC.

§ 10 to § 21 Summary of Further Provisions

§ 10 Vehicle Care: Customer must treat RV with care, checking oil and tire pressure regularly. An oil change is mandatory after 3500 miles at the customer's expense.
§ 11 Insurance: Basic liability ($1,000,000) is included. Premium Insurance reduces deductible to Euro 1,000 per incident but excludes gross negligence, unauthorized routes, underbody/roof damage, and tire damage.
§ 12 Accidents: Any damage must be reported to RC within 48 hours and police (911) must be involved for accidents.
§ 13 Routes: Travel on unpaved roads, into Mexico, Manhattan, or Death Valley (July/August especially) is strictly prohibited. Northern regions (Alaska, Yukon) require prior approval and a $660 fee.
§ 19 Force Majeure: Events like pandemics do not automatically dissolve the contract; parties must adapt the contract, e.g., via a voucher valid for 2 years.
§ 21 Final Provisions: Severability clause applies. Text form (email) is acceptable for declarations.

Smoking and bringing pets are prohibited in the entire Motor Home.
All prices shown in these Terms and Conditions may be subject to change.
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