

**Wohnmobile in Schleswig-Holstein - General Rental Agreement
Terms and Conditions**

1. Reservation and Cancellation

Reservations are binding only after written confirmation of Kieler Wohnmobile. In case there will be no down payment and/or Vehicle Security Deposit according to no. 3. and 5. Kieler Wohnmobile is allowed to terminate the rental agreement and can claim for compensation according to the following conditions. In case of missing down payment and/or Vehicle Security Deposit Kieler Wohnmobile is not obliged to provide the vehicle.

In case of cancellations by the customer cancellations fees apply as follows:

If cancelled up to 90 days prior pick-up: 20 % of the total cost of the rental. If cancelled from 89 to 31 days prior to pick-up: 75% of the total cost of the rental. If cancelled after the 30th day: 100% of the total cost of the rental. If cancelled on the day of pick up or No-Show: 100% of the total cost of the rental.

The claim for compensation can be higher if the Kieler Wohnmobile can give reason for higher costs. But also the claim of compensation can be lower if the customer has reasonable questions of the damage or lack thereof. The customer is able to provide an alternative hirer, but can also be rejected by the car rental company with cogent causes

If an alternative customer takes over the rental agreement with the same conditions there will be no more reason for compensation. In case of a customer's delay in returning the vehicle and the following hirer is claiming for compensation, the Kieler Wohnmobil is allowed to forward that compensation to the Customer. The duration of the rental period cannot be extended unless confirmation is received from the Kieler Wohnmobile. In any case a usage fee for the use during the extended rental period must be paid, which is based on the agreed rental rate. In case of an early return of the vehicle before the agreed return date, the full agreed price is to be paid, unless Kieler Wohnmobile can rent the vehicle otherwise.

2. Rates and Kilometers included

Rates are according to our price list, valid at the day of agreement. The daily rate includes 300 km free. Additional kilometers will charge additionally.

3. Payment Terms and Conditions

To make a booking, at least during the next ten days a down payment of 20% of the total is required. If the Customer fails to meet the payment deadline the company is no longer obligated to provide the promised reservation and conditions. The final payment shall be paid 42 days prior to the pick up date. If the booking is made less than 30 days before the pick up date the terms of payment according to the bill are valid

4. Pick up and Drop Off

The vehicle must be picked up at the agreed time in 24211 Kleinkühen, Hogenrade 9.

The Customer agreed that the vehicle must be dropped off with full fuel tank in 24211 Kleinkühen, Hogenrade 9, Germany. It shall be clean both inside and outside and the WC and water tanks should be emptied. In case of an inadequate delay in the drop off of the vehicle the customer agreed that Kieler Wohnmobile reserves the right to apply a surcharge (25 EUR per hour).

5. Vehicle Security Deposit

On pick up of the vehicle the customer agrees to pay Vehicle Security Deposit of 1000,-€. Only cash is suitable for supplying the Vehicle Security Deposit. If the „Urlauber Schutz Paket“ is additionally booked the Vehicle Security Deposit is reduced to 500,-€. The excess by incident under third party insurance is 150,-€ and under comprehensive insurance 1000,-€.

During the pick up a detailed description about the condition of the vehicle will be made that includes all previous damage. If the vehicle is dropped off in proper conditions the Vehicle Security Deposit will be returned back immediately. The customer acknowledges having received the vehicle in clean condition, with full fuel tank. The customer will return the vehicle in a clean condition with full fuel tank otherwise Kieler Wohnmobile reserves the right to apply a cleaning surcharge according to the valid price list. The customer agreed that Kieler Wohnmobil also reserve the right to apply higher cleaning cost, if essential.

6. Accident, Breakdown Cover and Travel Abroad

Accident and break down cover for backhaul in case of breakdown is included.

Travels are only allowed to all west European countries. Travels to outer European countries like Tunisia, Morocco and the GUS as well as areas of conflicts and war are not allowed. In case of any damages the damages compensation will be given by the customer to the Kieler Wohnmobile

7. Use of Vehicle

The age of the hirer and driver must be at least 23 years and the driver must have his license for at least two years. For motorhomes the driver must have a valid license class 3 resp. German class B. It should be noted that motorhomes may have a total weight of over 3.5 tons and therefore the license category 3 or the German class C is required. Also should the customer notice that according to the German law a special license BE will be necessary for driving with caravans where the combination of vehicle and caravan have more 750 kg in total weight. Only the hirer and all in the rental agreement listed drivers are allowed to drive the vehicle. The customer agrees that during the rental period he will be responsible for all drivers and take over the responsibility like an owner.

The customer agrees that during the rental period the customer will not allow the vehicle to be:

- Used for any illegal purpose or any race, rally or contest
- Use to carry volatile liquids, gases, explosive, radioactive or inflammable material
- Used for any sub rental and commercial purpose
- Used for any purpose other than what is agreed in the rental agreement

8. Duty of Care

The customer is obligated to treat the rental carefully and follow the operating instructions of the vehicle and all installed equipment accurately. The customer has to take care of the vehicle and is responsible for its use according to the technical rules and regulations (i.e. spare parts, fuel supply, breathalyzer, warning signs and vests and so on). The customer shall take all reasonable steps to properly maintain the vehicle, including daily checks of the oil, water and batteries and is also responsible that the vehicles is locked in proper form.

Smoking is prohibited in all vehicles. The customer agrees that the customer is directly liable for taking care of the existing traffic and toll regulations in the visited countries.

The vehicles may only be driven on roads, which are the proper tyres weather conditions!

In general only vehicles with summer tyres are available. Only for special winter rentals winter tyres will be provided.

9. Maintenance and Repairs

The customer is liable for cost of routine maintenance, e.g. supplies (fuel and oil) while the cost of regular maintenance services and necessary repairs wearing will be taken over by Kieler Wohnmobile. Kieler Wohnmobile will reimburse customer for expenditure up to 100,- € reasonably incurred in mechanical failure of the vehicle. For repairs costing over 100,- €, Kieler Wohnmobile will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, if the customer was not responsible for the damages (see n. 10). In all cases, receipts must be submitted for any repair or the claim will not be paid.

10. Liability of the Customer

The customer is directly liable for the on time drop off of the vehicles in conditions as be required in the rental agreements. In case of theft and damage of the vehicle the customer is liable for each of the occurred damages – as covered by the insurance if the customer and or the driver is responsible for the damages caused.

The customer agrees that he will be liable for damages unlimited in case the damages are not covered by the insurance and the damages are caused by

- Intention or gross negligence
- Drunkenness and drug abuse
- Absence of a valid driver license
- In the event of failure of reporting to the police in case of any accident, fire, burglary, accidents with wild animals or other damages (see no. 12)
- Ignoring of overhead clearance
- Hit and run in any case of accident and contempt of his duties according no. 6 and 8
- unauthorized passing on to third
- Faulty and unauthorized usage of the vehicle

11. Liability of Kieler Wohnmobile

Kieler Wohnmobil will endeavour to supply the vehicle selected, however should the vehicle booked be unavailable through unforeseen circumstances, Kieler Wohnmobile reserves the right to substitute an alternative vehicle of the same or higher category.

In case that there will be no alternative vehicle available the total amount of the rental costs will be reimbursed. Upon failure of the vehicle during the rental period for reasons that the customer is not responsible for the accident and break down cover will cover the backhaul of the vehicle. There will be no responsibility of Kieler Wohnmobil for indirect damages. Kieler Wohnmobile is not obligated to take care of objects, which the Customer leaves at the return of the vehicle.

12. Behaviour at Accidents

The police must be called right after any accident, fire, burglary, accidents with wild animals or other damages. This includes self-inflicted accidents without any concurrence of a third party. If the police is not notified about the damage, the customer is liable for the whole amount (see no. 10). Adversarial claims are not to be accepted. A detailed written report must be send to Kieler Wohnmobile right after the occurrence of any accident, attached by a sketch. This report must include name and address of the involved persons and possible witnesses as well as license numbers of involved cars. In case the estimated amount of damage exceeds the insurance excess or the vehicle is not roadworthy, the Kieler Wohnmobile must be notified telephonically immediately. In the event that the odometer breaks, the customer shall promptly bring the vehicles to a suitable garage and notify the Kieler Wohnmobile

13. Storage of Personal Data

Kieler Wohnmobile is entitled to process the acquired data regarding the business relationship to the customer, whether it comes from himself or from third parties, according to the Federal Data Protection Act.

14. Court of jurisdiction

Court of jurisdiction is the registered office of Kieler Whonmobile, unless the parties are merchants, or at least one of the parties has no general jurisdiction in Germany or the participating party has relocated the contract residence outside the scope of the German Code of Civil Procedure or the residence at the time of bringing an action is not known.

15. Entire Agreement

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties, or agreements between parties relating to the subject matter of this agreement. In case that single rental conditions are effect less the legal effect of this terms and conditions is still valid.

Mandatory statutory regulations shall remain unaffected