

Rental Terms and Conditions for motorhomes*

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

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

1. Scope, contents of contract, jurisdiction

- 1.1 The following Standard Terms and Conditions [AGB] of McRent, its partners and licensees (hereinafter referred to as „the Rental Firm“) apply exclusively. Terms and conditions of the Hirer which contradict or deviate from the Standard Terms and Conditions of the Rental Firm will not be recognized. The Standard Terms and Conditions of the Rental Firm will apply even if the Rental Firm hires the motorhome out to the Hirer without reservation, knowing that terms and conditions of the Hirer contradict or deviate from these Standard Terms and Conditions.
- 1.2 The sole subject of the contract with the Rental Firm is the hiring out of the motorhome. The Rental Firm is under no obligation to provide travel services, and in particular no package of travel services.
- 1.3 In the event of a booking, a rental contract will arise between the Rental Firm and the Hirer(s) which is solely subject to Swiss law. The statutory provisions relating to package holiday contracts, in particular the federal act for package holidays do not apply to the contract either directly or accordingly. The Hirer will organize his journey himself and make use of the vehicle on his own responsibility. The rental contract is limited to a specific period as agreed. Any tacit extension of the rental indefinitely on the basis of continued use pursuant to Art. 266 para. 2 OR German Civil Code is hereby excluded.
- 1.4 All agreements between the Rental Firm and the Hirer must be concluded in writing.

2. Minimum age, 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 B, Class C1 or comparable national driving license for at least one year - for groups Family Luxury and Premium, for not less than 3 years - corresponding to the weight of the vehicle. The delivery of the motorhome 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 neither at the agreed time for taking possession, nor within a reasonable grace period thereafter, then the Rental Firm shall be entitled to withdraw from the contract. The cancellation provisions set forth in section 4.3 shall apply.

The Rental Firm 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 Firm's vehicles have a total weight of more than 3.5 tons and that to drive these vehicles an appropriate driving license is required. Those in possession of a Class C1 driving license must consult the Rental Firm about the engine size and the technically permissible total weight of the vehicle rented. If, upon renting, a respective driving license cannot be presented, the motorhome shall be regarded as not collected. In such case, there shall apply the respective terms of cancellation (see 4.3).
- 2.3 The vehicle may only be driven by the Hirer and the drivers named at the time of hiring.
- 2.4 The Hirer is under an obligation to record the names and addresses of all drivers to whom he entrusts the vehicle, for however short a time, and supply this information to the Rental Firm on request. The Hirer bears the same responsibility for the actions of any driver to whom he supplies the vehicle as for his own.

3. Hire charges and their calculation, rental period

- 3.1 The hire charges applicable are those stated in the version of the Rental Firm's price list in force at the time the contract is concluded. Any prescribed minimum rental period applicable during particular travel periods is likewise indicated in the version of the Rental Firm's price list current at the time the contract is concluded. The prices applicable are those for the season indicated in the price list within which the rental period booked falls. A one-off lump-sum service charge will be made for each rental. The amount of this is also indicated in the version of the Rental Firm's price list current at the time the contract is concluded.
- 3.2 The relevant hire charge includes unlimited mileage, insurance cover modeled on German „Kasko“ insurance as described in Section 12 and the vehicle manufacturer's mobility guarantee.
- 3.3 The daily rates applicable will be charged for each 24-hour period completed or commenced during the rental period. The rental period will begin when the Hirer takes possession of the motorhome at the rental station and end when the rental station employee takes it back.
- 3.4 If the vehicle is returned after the time agreed in writing, the Rental Firm will charge a fee according to the actual valid pricelist (up to a maximum equal to the relevant full day price for each day late). Any costs incurred as a result of a subsequent hirer or any other person making claims against the Rental Firm on the grounds that a vehicle was supplied late must be borne by the Hirer.
- 3.5 If the vehicle is returned before the expiry of the agreed rental period, the full contractually agreed hire charge must be paid unless the vehicle can be hired out to someone else.

- 3.6 The motorhome will be supplied with a full tank and must be returned in the same condition. Otherwise, the Rental Firm will charge the diesel according to the valid price list. Fuel and running costs during the rental period must be borne by the Hirer.
- 3.7 One-way rentals are only possible by special agreement.

4. Reservations and changes to bookings

- 4.1 Reservations are only binding after they have been confirmed by the Rental Firm as described in Subsection 4.2, and then only for vehicle groups, not for vehicle types. This will apply even if a specific vehicle type is mentioned as an example in the description of the vehicle group. The Rental Firm 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, with a minimum of CHF 300,00 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 Firm will cease to be bound by the reservation.
- 4.3 Changes may be made to a reservation confirmed to the Hirer from the date of reservation until at least sixty days before the agreed commencement of the rental period, as long as the Rental Firm has alternative capacity and the alternative booking corresponds in amount to the first. Rebookings are only possible in the same calendar year.
 - Until 50 days before beginning of rental 20% with a minimum of CHF 200 of rental price
 - Between 49 to 15 days before beginning of rental 50 % of rental price
 - Less than 15 days before beginning of rental 80 % of rental price
 - At rental day / day of pick up or by no show 95 % of rental price

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

5. Terms of payment, security deposit

- 5.1 The predicted hire charge, calculated on the basis of the booking details, must be received at least 30 days before the commencement of the hire in an account of the Rental Firm to be notified to the Hirer, free of any charges.
- 5.2 The security deposit of CHF 1,500.00 must either be received together with the hire charge in the Rental Firm's account at the latest when the vehicle is collected (MasterCard, Visa). 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 30 days before hire commencement) both the security deposit and the hire charge will be due immediately.
- 5.4 The Rental Firm will reimburse the security deposit after the final rental account has been settled, as long as the vehicle is returned as required. Any charges incurred in addition to the hire charge paid in advance by the Hirer will be deducted from the security deposit when the vehicle is returned.
- 5.5 If the Hirer defaults on payment, interest will be charged in accordance with the statutory regulations in force.

6. Collection, return

- 6.1 Before taking the wheel, the Hirer is under an obligation to take part in a detailed introduction to the vehicle by the Rental Firm's experts at the collection centre. On that occasion, there is drawn up a detailed report (check out) of delivery describing the condition of the vehicle that is to be signed by both parties. The Rental Firm is entitled to refuse to hand over the vehicle until this introduction has taken place. If handover is delayed due to the fault of the Hirer, he must bear any costs incurred as a result.
- 6.2 On returning the vehicle, the Hirer is under an obligation to carry out a final examination of it together with rental station staff, with a written return report (check in) to be prepared and signed by the Rental Firm and the Hirer. Any damage not specified in the report of delivery (Check out) that is detected upon return of the vehicle shall be at the renter's expense. As long as the settlement of a claim is contestable, the rental firm is authorized to refuse the refund of the deposit.
- 6.3 For the pickup and the drop off of the vehicles the stated times in the rental contract will apply. From Monday to Friday vehicles can be collected between 2 pm and 5 pm and returned between 9am and 11am. On Sundays no pickups and drop-offs can be arranged. On Saturdays collection and return are only possible by prior arrangement. This will incur an additional charge, to be agreed. The days of collection and return will be charged together as a single day, as long as a total of 24 hours is either not exceeded or only exceeded due to the fault of the Rental Firm.
- 6.4 The vehicles are delivered with a clean interior and are to be returned by the renter in the same condition as are received. Should the interior not be in the same clean condition as received, the renter will be liable for the cleaning fee.

7. Prohibited use, duty of care

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

- 7.2 The vehicle must be treated carefully and appropriately and properly locked on all occasions. The regulations and technical rules applicable to its use must be complied with. Its running condition, in particular oil and water levels and tire pressure, must be monitored. The Hirer undertakes to check regularly to make sure that the vehicle is in a roadworthy condition.
- 7.3 All vehicles are non-smoking vehicles. This means that you may not smoke in any part of the vehicle. Pets may only be brought along subject to the lessor's explicit approval. Cleaning expenses caused by non-compliance with regulations must be borne by the lessee. Any costs which may be incurred by deventilation or for elimination of contamination with smoke, including lost profits resulting from temporary non-availability of the vehicle for hire owing to these circumstances, shall also be borne by the lessee.
- 7.4 If evidence of violation of the provisions in the aforementioned paragraphs 7.1, 7.2 and 7.3 can be provided, the lessor may terminate the lease without notice.

8. What to do in the event of an accident

- 8.1 After an accident, theft or damage by fire or collision with a wild animal, the police must be informed immediately and also the rental station (for Telephone Number see rental contract), at the latest immediately after the working day following the day of the reportable event. It is not permitted to accept any third-party claims as valid from the Hirer.
- 8.2 Even in the case of very slight damage, the Hirer must prepare a detailed written report for the Rental Firm, including a sketch. If, for whatever reason, the renter fails to draw up such report and if, because of that, the insurance company refuses to pay the damage, the renter shall be obliged to pay full compensation for the damage.
- 8.3 The accident report must in particular include the names and addresses of anyone involved and any witnesses, together with the license numbers of all vehicles involved and has to be over handed filled out and signed by drop off latest towards Rental Firm.

9. Journeys abroad

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

10. Defects in the motorhome

- 10.1 Any claims to compensation by the Hirer on the basis of defects for which the Rental Firm is not responsible are hereby excluded.
- 10.2 Any defects in the motorhome or its fittings/equipment which are discovered after the commencement of the hire must be reported to the Rental Firm in writing by the Hirer by returning of vehicle. For damages, which aren't reported latest at drop off of the vehicle, there is no claim for damages or abatement of the rent.

11. Repairs, substitute vehicle

- 11.1 Repairs which are necessary in order to maintain the vehicle in a good working and roadworthy condition during the rental period may be ordered by the Hirer up to CHF 150.00 without consultation. Repairs going beyond this may only be ordered with the antecedent consent of the Rental Firm. The Rental Firm will bear repair costs on production of the original invoices and the parts replaced, as long as the Hirer is not liable for the damage pursuant to Section 12 below. This does not apply to tire damage.
- 11.2 If a defect for which the Rental Firm is responsible makes such a repair necessary, and if the Hirer does not rectify the defect on his own initiative, the Hirer must notify the Rental Firm of the defect immediately and set a reasonable deadline for its repair. Any circumstances specific to a particular country (e.g. infrastructure) which delay the repair must be taken into account here to avoid disadvantage to the Rental Firm.
- 11.3 If the motorhome is destroyed without any fault on the part of the Hirer or if it appears likely that its use will be prevented or withdrawn for an unreasonably long time, the Rental Firm will be entitled to supply the Hirer with an equivalent substitute vehicle within a reasonable period. If the Rental Firm supplies an equivalent substitute vehicle, any termination by the Hirer pursuant to Art. 259b lit. a OR is excluded. If in such a case the Rental Firm offers a motorhome from a lower price class and this is accepted by the Hirer, the Rental Firm will reimburse to the Hirer the difference between this and the price already paid in advance by the Hirer.
- 11.4 If the motorhome is destroyed due to the renter's fault or if it is foreseeable that its use will be prevented or made impossible for an unreasonably long period due to the renter's fault, the rental firm may refuse to make a replacement vehicle available. In such a case, termination of the contract by the renter is excluded according to Art. 259b lit. a OR. If the rental firm provides a replacement vehicle, it can charge the renter with the transfer costs incurred.

12. Hirer's liability, insurance

- 12.1 The rental firm concludes full cover insurance for the vehicle with an excess of CHF 1500 per damage. In case the insurance company will compensate for the damage the client caused, the Hirer will be indemnified from liability subject to an excess of CHF 1500 per damage. Incidentally the Hirer is liable for the damages caused by him, especially if the insurance company is authorized to shorten or refuse their benefits due to the clients' default.
- 12.2 The indemnity against liability described in Subsection 12.1 will not apply particularly, if the Hirer causes a loss/damage deliberately or by gross negligence.

- 12.3 In addition the Hirer particularly will be liable in the following cases:

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

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

- 12.5 The Hirer is liable for all fees, charges, fines and penalties imposed upon the Rental Firm in connection with the use of the vehicle, unless these are incurred due to the fault of the Rental Firm. The rental firm 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 More than one Hirer will be generally and severally liable.

13. Rental Firm's liability, expiry by limitation

- 13.1 The contractual as well as the non-contractual liability of the Rental Firm is excluded for slight and medium faults (art. 100 OR). The contractual as well as the non-contractual liability of the Rental Firm for its auxiliary person will be fully excluded. (art. 101 OR). This standard of liability also applies in cases of obstacles to performance at the time of the conclusion of the contract.

- 13.2 Insofar as forcing legal regulations are not opposed, all requirements of the Hirer against the Rental Firm shall become statute-barred within a year, as far as they are not excluded according to paragraph 13.1, calculated from the time, when the Hirer attains knowledge of the claim, justified by the circumstances or could have attained at due diligence, but at latest after five years after the ingress of the claim causing event. This regulation of limitation applies also for non-contractual claims of the Hirer.

- 13.3 The McRent 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. Storage and forwarding of personal data

- 14.1 Tenant agrees to McRent storing personal data.

- 14.2 McRent 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 judicial 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.

15. GPS Tracking System

The McRent vehicles can be equipped with GPS Tracking Systems.

16. Legal venue

Under reverse of a coactive legal venue, arose by the Swiss code of civil procedure or the Convention on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters (Lugano-Convention), for all disputes arising out of or in connection with the hire contract for the motorhome the registered office of the particular Rental Firm applies as legal venue. The Rental Firm is above all authorized to file a suit for their claims against the Hirer at the place of residence or the registered office of the Hirer.

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