

CamperDays

General Business Terms and Conditions

CamperDays is operated by SilverTours GmbH. SilverTours GmbH is a company registered in Freiburg, Germany under company number HRB7144 (Amtsgericht Freiburg) with its registered office at Konrad-Goldmann-Str. 5d, 79100 Freiburg and the same trading address and with VAT number DE228971672 ("CamperDays"). CamperDays operates the website: www.camperdays.com.

I. General

1. These General Business Terms and Conditions, together with the booking details for the selected offer and the special rental terms and conditions for the selected camper provider, shall form the contractual basis between the Customer and CamperDays for all rentals of campers via the Internet site www.camperdays.com as well as the telephone hotline. Insofar as the booking details or special rental terms and conditions contain provisions which deviate from these General Business Terms and Conditions, the provisions of the booking details and special rental terms and conditions shall be prevailing.
2. CamperDays itself does not have its own vehicle pool, but sub-contracts the provision of vehicles to various camper providers. The vehicle is supplied by the respective camper provider as well as its local contractual partners. The camper provider that is providing the rental on a sub-contract basis shall be specified both in the booking details as well as also in the special rental terms and conditions. In this regard, CamperDays shall be entitled to commission third parties to fulfil its obligations.
3. The General Business Terms and Conditions shall be valid upon the conclusion of the contractual agreement. In this regard, the General Business Terms and Conditions may be reviewed, printed out or saved at any time on the Internet at www.camperdays.com.
4. The offer to conclude a rental agreement is intended exclusively for consumers (meaning an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession). CamperDays reserves the right to reject inquiries from companies or anyone not acting wholly or mainly outside of their trade, business, craft or profession.
5. The General Business Terms and Conditions (as well as the booking details or special rental terms and conditions) of CamperDays shall be valid to the exclusion of any other terms and conditions (including any deviating or opposing general business terms and conditions of the Customer).

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6. For this contractual relationship, the statutory provisions of the German Civil Code regarding the rental of movables shall be valid insofar as the following provisions contain no special provisions. CamperDays shall owe no travel services and/or a package of travel services (trip). The statutory provisions regarding the Travel Agreement (particularly §§ 651 ff. German Civil Code) shall not be valid. The Customer shall independently implement his trip and use the vehicle at his own responsibility.

II. Conclusion of the Agreement

1. Via the Internet site www.camperdays.com, initially a product comparison of the offerings from the various camper providers can be conducted. After having made the price comparison, the Customer shall have the option of submitting a booking enquiry for a camper rental to CamperDays. Upon filling out the form fields and concluding the booking process, the Customer shall submit to CamperDays a binding offer for the conclusion of a Camper Rental Agreement. Moreover, the Customer shall have the option of submitting a non-binding enquiry for each displayed vehicle to CamperDays. Upon filling out the form fields, accepting CamperDays' General Business Terms and Conditions and concluding the enquiry process, the Customer shall submit an enquiry for a non-binding offer to CamperDays. The Customer acknowledges that his data will be stored so that CamperDays can send him a non-binding offer for the requested vehicle by e-mail or telephone. The offer shall be considered to be non-binding. The Customer will have the opportunity to review its order before submitting it to CamperDays. These General Business Terms are available in English, French, Dutch and German.
2. The Rental Agreement shall only then be considered to have been concluded upon the sending of the booking confirmation by CamperDays (via e-mail). Via the written booking confirmation, the Customer shall receive confirmation of a camper in the booked vehicle category insofar as the supplying of a replacement vehicle is permissible in accordance with Clause III. CamperDays expressly wishes to point out that specific vehicles are not booked, but rather vehicle categories. Solely the confirmed vehicle category shall be binding. No claim exists to a specific vehicle layout or to specific dimensions of the vehicle or its accessories. Solely the following shall be binding: Vehicle category, weight class, number of sleeping berths, type of transmission and fuelling option (diesel or petrol). Insofar as the booking details contain supplemental specifications, these specifications shall not be legally binding. However, the Customer shall have the option of requesting certain accessory features before or after the booking is made. Insofar as they are confirmed by CamperDays in writing (via e-mail), they shall be considered to have been agreed with binding legal validity. The Customer shall be obliged to promptly check the booking confirmation for accuracy that has been sent to him and to notify CamperDays and the camper provider of any errors that the Customer made during the booking. A belated notification of errors or deviations cannot be considered and shall not provide an entitlement particularly to rescind the Agreement.

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3. During the booking process, the Customer can select supplemental services to be paid for on-site (at the pick-up station). These supplemental services shall not become a component of the Agreement between CamperDays and the Customer. With regards to the supplemental services, CamperDays shall be commissioned by the Customer to broker the conclusion of the Agreement between the Customer and the camper provider and/or the pick-up station. The Agreement shall be considered to have been concluded through the binding confirmation having been issued by the camper provider and/or the pick-up station. CamperDays shall be entitled to send the confirmation to the Customer. Moreover, the Customer shall have the option during the booking process to submit non-binding supplemental requests for the booking. These supplemental requests shall only then become a binding contractual component if they have been confirmed in writing by CamperDays (cf. also in this regard Clause 2.2).
4. Upon the receipt of the booking confirmation, the Customer shall receive a voucher from CamperDays via e-mail. Solely by presenting the booking confirmation, but without presenting the voucher, the handover of the vehicle may be rejected. CamperDays would like to prevent that problems arise with regards to the receipt of the voucher. Insofar as the Customer does not, within 5 working days after the booking is made, receive the voucher or a notification via e-mail that the booking could not be confirmed, the Customer is advised to notify CamperDays of this set of circumstances in order to ensure that the transmission thereof has been properly made. Furthermore, the Customer shall be obliged to print out the voucher and present it when picking up the vehicle.
5. In the case that CamperDays does not confirm the booking within 5 working days via e-mail, the Customer's commitment to the binding enquiry shall be rendered invalid.

III. Vehicle and Replacement Vehicle

1. The reservation of the rented vehicle shall be valid only for the vehicle group – not for a specific vehicle model. The vehicle data stated in the rental terms and conditions describe an average vehicle in this vehicle group – not the vehicle which is actually provided to the Customer. There may be deviations – particularly with regards to the vehicle length (+/- up to 1.5m) and in the dimensions of the vehicle's bed. Insofar as the Customer requires specific minimum dimensions (e.g. in the case of the bed) or maximum dimensions (e.g. for the vehicle owing to restrictions on ferries or at camping sites), they can be assured only after written return confirmation has been made by CamperDays. It is recommended to submit the corresponding request before making the booking.
2. Unless a deviating provision has been agreed in the special contractual terms and conditions, in the case of insufficient availability, the following shall be valid: If the vehicle cannot be provided in the booked vehicle category at the time that handover is made, CamperDays and the camper provider reserve the right to provide a vehicle which is comparable or bigger with

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regards to size and accessories. By so doing, the Customer shall incur no additional rental costs. The same shall be valid if the vehicle is destroyed through no fault upon the part of the Customer or it is foreseeable that the usage will be impossible for an inappropriately long period owing to damage for which the Customer is not responsible. Termination upon the part of the Customer in accordance with § 543 Para. 2 No. 1 German Civil Code shall be excluded for these cases unless the provision of a replacement vehicle is unsuccessful, is delayed or is rejected by the Customer. Any higher ancillary costs incurred in this regard, e.g. ferry fees or road tolls as well as operational costs, shall be assumed by the Customer. Since CamperDays has no influence over the daily pool of rental vehicles available to the camper provider, CamperDays always recommends to the Customer to book a ticket for the largest vehicle category when making ferry or other seat reservations. Insofar as important valid interests of the Customer (e.g. the rental of parking spots for vehicles with limited dimensions) oppose this, he can reject the acceptance of a vehicle in a larger vehicle category as a contractual service. If the vehicle in the booked vehicle category cannot be provided at the time that handover is made and also no comparable or larger vehicle is available, CamperDays and the camper provider reserve the right to offer the Customer a smaller vehicle category. If the Customer accepts an available replacement vehicle in a smaller vehicle category, CamperDays and/or the camper provider by CamperDays' mandate shall reimburse the resulting price difference between the two vehicle categories.

3. If the vehicle is destroyed owing to the Customer's fault or it is foreseeable that the usage will become restricted or impossible owing to a set of circumstances for which the Customer is responsible, CamperDays and the camper provider may refuse to provide a replacement vehicle. In this case, a termination upon the part of the Customer in accordance with § 543 Para. 2 No. 1 German Civil Code shall be excluded. Furthermore, additional costs may be incurred owing to the breakdown (demurrage costs).
4. The Customer shall be obliged to handle the vehicle with due care and particularly to control the vehicle's condition upon a regular basis in the case of intensive usage. CamperDays wishes to point out that the usage of a camper is fundamentally different from the usage of a passenger vehicle. Thus, as a rule, checks of the motor oil and tyre pressure upon a more frequent basis are required. Based upon the vehicle model and usage type, daily controls may be required. Thus, particularly in the case of vehicles with four-wheel drive (4wd), the wear-and-tear on the tyres can be so severe that replacement becomes necessary during the rental period. The Customer shall thus be obliged particularly to control the tyre pressure and the profile thickness upon a regular basis, to ask the camper provider for the threshold values and to promptly contact the camper provider before reaching the threshold values in order to, as required, organise the replacement of the tyres.

IV. Usage Timeframe

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1. The Customer shall be entitled to use the vehicle for the contractually-agreed timeframe. In the individual case, a late pick-up or early return of the vehicle is possible, but must be individually requested by the Customer and confirmed in writing by the camper provider.
2. Insofar as the data within the parameters of the booking process or in accordance with the special rental terms and conditions contain no deviating provision, the day that the vehicle is handed over and the day of its return shall be respectively counted as one rental day.
3. An extension of the rental timeframe is possible only after having received the express written consent of the camper provider to do so. A continuation of usage after the rental timeframe lapses shall also not in principle result in an extension of the rental agreement even without CamperDays having lodged an express objection in this regard. The provision of § 545 German Civil Code shall have no express validity.
4. If the Customer does not return the vehicle by the agreed time to the agreed return station, CamperDays shall be entitled to demand a usage fee in the amount of the valid rental fee for the timeframe that the vehicle is not returned which extends beyond the contractual timeframe. The fee for a late return of the vehicle cannot be quoted at the time of booking, as the camper provider calculates this on the basis of his current daily prices at the time of return. Any more extensive damage compensation claims upon the part of CamperDays shall remain unaffected. After the agreed usage timeframe lapses, the Customer shall be liable in full scope in accordance with applicable law.
5. The returns of the vehicle before the agreed rental timeframe lapses shall not result in a reduction of the agreed rental fee.
6. With regards to the handover and return times, it must be kept in mind that they may deviate, for example, from typical check-in times at hotels. Thus, depending on the respective camper provider, a handover may possibly only then be made in the late afternoon and a return must be made in the morning. It is recommended that the Customer carefully read through the rental terms and conditions before making his travel planning and, as required, have any handover and return times confirmed in writing in advance by CamperDays.

V. Payment

1. The rental price shall be indicated in the booking details. Regardless of the country where the rental is made, the price shall be indicated in euro. Any additional costs such as, for example, supplemental fees, operating and fuel costs (petrol, diesel, gas, oil, electricity, among others), toll, parking, camping, parking space as well as ferry fees, fines, local taxes and fees for locally-booked supplemental services shall not be included in the rental price and must be paid by the Customer on-site (as required, in the respective national

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currency). Insofar as, during the booking, supplemental services are also booked which must be paid for on-site, they shall in principle not be included in the rental price and must be paid on-site. This encompasses services which are based upon a separate agreement between the Customer and the camper provider (cf. Clause II.3). In a few cases, the camper provider shall ask CamperDays to likewise collect the supplemental payment. In this case, the supplemental payment shall be separately indicated on the booking confirmation and it shall be expressly stated that this payment was already made in addition to the rental price to CamperDays.

2. The payment of the rental price may be made only via credit card (MasterCard and Visa) or by invoice. Upon the sending of the booking confirmation, the credit card provided during the booking shall be charged. The sending of the booking shall be considered to be the authorisation to charge the entire invoiced amount to the affected account at the credit card organisations.
3. Insofar as the credit card payment is not made (e.g. owing to an insufficient balance or refusal to make the payment by the issuing institution), CamperDays shall be entitled, after the fruitless lapsing of an extension period for rendering subsequent performance, to withdraw from the Agreement or cancel the booking. The cancellation terms and conditions of these General Business Terms and Conditions and/or the special rental terms and conditions shall be valid.
4. If the Customer enters into payment default, the payment default interest shall amount to 5 % above the base lending rate. CamperDays shall be entitled to charge the costs incurred to the Customer unless the Customer can document that CamperDays has incurred no or less expenditures and/or damages. If, in the case of the Customer's payment default, the commissioning of a debt collection agency or an enquiry to the Registration Office in order to determine a summonable address is required, then the Customer must also pay the resulting costs incurred within the statutorily-prescribed limits. CamperDays reserves the right to assert more extensive claims.
5. The Customer shall be obliged to, promptly and without this having to be requested, notify CamperDays of any changes in his billing address after the conclusion of the Rental Agreement and until the rental relationship has been fulfilled in full. In addition, the Customer shall be obliged to disclose the name and the address of an authorised driver or an unauthorised driver of the vehicle insofar as CamperDays has a rightful interest in the disclosure – particularly in the case of damage claims caused by the driver.

VI. Rescission / Cancellation / Rebooking

1. It is pointed out that the Customer's 'right to cancel' as a consumer does not apply to this Agreement.

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2. However, some of the camper providers nonetheless prescribe a contractual right of rescission. Insofar as this is offered, this shall be mentioned in the special rental terms and conditions. CamperDays wishes to point out that, in the case that a cancellation is made, usually only a percentage-based portion of the rental price (depending on the time that the cancellation is made) is remitted. In the case of cancellations on short notice, frequently the entire rental price shall be owed. The details shall be specified in the rental terms and conditions. A cancellation shall only then be considered to have been made if it has been confirmed in writing by CamperDays or the camper provider. The Customer shall be obliged to submit the cancellation request in writing (via e-mail). In principle, the point in time when the camper provider receives the cancellation request shall be prevailing because the right of rescission shall be granted by it. In this regard, CamperDays shall, upon its receipt, forward the Customer's cancellation request to the camper provider. However, in order to enable the forwarding, it is necessary for CamperDays to receive the initial cancellation request during its business hours (Monday to Friday from 9 a.m. to 5 p.m. German time except for legal holidays). If the receipt thereof is made outside of business hours, it shall be considered to have been received at 9 a.m. on the next working day. Upon its receipt, CamperDays shall send the cancellation request to the camper provider. With regards to the point in time when the camper provider receives the cancellation request, it must be kept in mind that this shall be done only during the camper provider's own business hours which may possibly be in a different time zone. Thus, it is recommended to send the cancellation with an appropriate run-up period. In order to safeguard the cancellation risk, the conclusion of a trip cancellation cost insurance policy should be considered.

3. Rebookings (such as date changes) are in principle possible, but not guaranteed. However, upon a corresponding request, CamperDays shall nonetheless endeavour to make an enquiry to the respective camper provider in order to find out whether a rebooking is possible and then notify the Customer of the terms and conditions of such a rebooking (particularly of any fees and surcharges). Insofar as the Customer approves the terms and conditions, this shall constitute an offer to amend the Agreement. Insofar as CamperDays accepts this, the Customer shall then be sent a new booking confirmation and a new voucher. Moreover, where applicable, the credit card shall be charged the agreed fees and surcharges or an invoice shall be sent. It may be necessary that the Customer once again provide his credit card data.

4. Moreover, it is pointed out that a legal right of revocation does not exist. We wish to point out that, with regards to the obligation in accordance with Art. 246 § 1 Para.3 No. 1 Introductory Act to the German Civil Code, particularly no right of revocation for distance selling agreements exists because the exception of § 312g Para. 2 No. 9 German Civil Code becomes effective.

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VII. Vehicle Handover and Vehicle Return

1. The vehicle must be picked up and returned on the respectively-agreed date (at the respectively-agreed time of day) at the camper station mentioned in the Agreement (cf. also the aforementioned Clause V).

2. Upon the handover of the vehicle, a passport and a driver's license in their original forms must be presented. The requirements for the minimum age of the driver as well as, where applicable, the duration of the possession of a valid driver's license may possibly differ among the various camper providers and shall thus be regulated in the special rental terms and conditions which shall likewise become part of the Agreement. Insofar as no requirements have been specified there, the following minimum requirements shall be valid: The driver must be at least 21 years old and possess a driver's license which is valid for the country where the rental is made as well as for the transit with the vehicle for the vehicle size. The Customer must ensure that only persons drive the rental vehicle who have been disclosed by name when making the booking via CamperDays, this has been confirmed and they fulfil the aforementioned terms and conditions. Moreover, the Customer shall be obliged to ensure that all drivers are registered on-site in the Leasing Agreement because this is a requirement for the permissibility of additional drivers. CamperDays wishes to point out that, in many cases, the possession of an international driver's license is mandatorily required.

3. A presentation of a valid driver's license by the Customer and/or the driver(s) when making the rental and/or at the time of the handover shall be a requirement for the handover of the camper. If, as the result of a failure to present the driver's license, there is a delayed handover, this shall be at the Customer's expense. If the driver's license is presented neither within the agreed handover timeframe nor within an appropriate extension period, CamperDays shall be entitled to withdraw from the Agreement. The cancellation terms and conditions of Clause VI. shall be valid.

4. The Customer shall be obliged, in cooperation with the camper provider/the rental station, to, upon the handover of the vehicle, inspect the rental vehicle to verify its contractual, flawless condition as well as the correct information with regards to its fuel levels and other filling levels, the level of cleanliness and the presence of the accessories and, where applicable, environmental/toll badges. The damage, missing parts, soilage and insufficient filling levels identified by the Customer must be disclosed to the camper provider/the rental station before beginning his travel and shall be recorded by the camper provider/the rental station on the handover report. The Customer must, at his own responsibility, particularly with regards to his liability in the case of the loss of accessories or damage to the vehicle, thoroughly inspect the condition of the vehicle and that it is in harmony with the checklist. Through his signature, he acknowledges the logged and contractual condition of the vehicle. A report shall be drafted as well upon the return of

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the vehicle. Both these reports shall be considered to be components of the Rental Agreement.

5. Insofar as no deviating provision is concluded in the special rental terms and conditions, the Customer shall be obliged to return the vehicle at the contractually-agreed time with a full tank of fuel, in undamaged fashion, cleaned on the inside and in the logged condition (in accordance with the handover report) to the contractually-agreed station.

6. Insofar as the special rental terms and conditions contain no deviating provision, the following shall be valid for a return of a vehicle that has not been cleaned: If, upon the return of the vehicle, the Customer has not emptied and/or not cleaned the toilet, a lump-sum fee of 130 € shall be respectively owed. The Customer shall be at liberty to document that no damages whatsoever have been suffered or that only substantially lower damages have been suffered. If, upon its return, the vehicle has not been cleaned in its interior or only insufficiently cleaned in its interior, the actually-incurred cleaning costs shall be billed, but nonetheless at least 200 €. The Customer shall be at liberty to document that no damages whatsoever have been suffered or that only substantially lower damages have been suffered.

7. Insofar as the Customer declares on-site to the camper provider/the rental station that he will assert no claims owing to defects, this declaration shall also be valid in the relationship between the Customer and CamperDays. The background is the circumstance that if the Customer renders such a declaration and, after its return, nonetheless asserts warranty claims against CamperDays, CamperDays is deprived of the opportunity to assert these claims against the camper provider/the rental station because they are availing themselves of the Customer's waiver. Insofar as the Customer intends to assert claims (against CamperDays or the camper provider/the rental station), CamperDays expressly recommends foregoing the rendering of waivers.

8. If the camper provider/the rental station pays the Customer a compensatory payment or it provides compensation for defects through the waiver of the assertion of payment claims or upgrades/supplemental services, these payments/compensations shall also be valid with regards to the same defect for the Customer's payment claims against CamperDays.

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VIII. Security Deposit

1. The security deposit in the agreed amount in the Rental Agreement must be paid upon the handover of the vehicle in principle via credit card (Visa or MasterCard). In rare cases, the security deposit may also be deposited via Debit Card subject to the express written confirmation upon the part of CamperDays. CamperDays shall make itself available for corresponding inquiries.

2. The Customer shall be obliged, before picking up the vehicle, to find out the precise amount of the security deposit and the payment methods and ensure that the credit card has a sufficient balance. CamperDays wishes to expressly point out that the pick-up stations often accept no debit cards although they are sometimes also referred to as credit cards colloquially. Moreover, as a rule, so-called "prepaid credit cards" are not accepted. When paying by credit card, it should be kept in mind that, where applicable, the PIN is required and credit card fees may be incurred. Furthermore, it should also be kept in mind that the security deposit must be paid in the respective national currency and there may be foreign currency fluctuations during the timeframe between the provision of the security deposit and its repayment. In addition, it should also be kept in mind that the rental station and possibly the institution issuing the card may sometimes charge credit card fees both for debits as well as also repayments. These fees shall not be reimbursed by CamperDays. Without a security deposit, the camper provider/the rental station shall not be obliged to provide the vehicle. Moreover, in the case that a damage event occurs during the rental period, the camper provider shall be entitled to demand another security deposit.

3. In the case that the vehicle is properly returned (particularly in an undamaged and prompt manner) and in compliance with the agreement, after the final billing has been made, the security deposit shall be returned. All additional costs incurred (e.g. cleaning costs, refuelling costs, costs for the elimination of damage) shall, upon the return of the vehicle, be deducted from the security deposit insofar as these costs must be assumed by the Customer. Any repair costs incurred as the result of a damage event may be billed by the camper provider upon the basis of a cost estimate. Until the definitive clarification of the amount of the costs and the cost-sharing burden has been made, the camper provider shall have the right to withhold the security deposit. If the payment claims from the Rental Agreement have been paid via a credit card, the card holder's signature shall be considered the authorisation to charge the entire invoiced amount to the affected account at the credit card organisation. This authorisation shall also be valid for any subsequent charges owing to damage events that have been culpably caused by the Customer (up to a maximum of the contractually-agreed deductible) and administrative fines and other monetary penalties caused by the Customer including the follow-up costs attributable to the Customer (particularly towing costs).

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IX. Insurance

1. With regards to insurance, the terms and conditions specified in the booking terms and conditions and special rental terms and conditions shall be valid.
2. Insofar as the rental is made abroad, it must be kept in mind that the country-specific insurance coverage may possibly deviate from European standards with regards to the scope of damages and damages excluded from insurance coverage. Thus, in some instances, the liability for certain vehicle components (e.g. underbody) may be excluded from insurance coverage. The Customer shall be obliged to review the scope of insurance coverage before making the booking and to familiarise himself with the local conditions (including also the road traffic rules and regulations) before the handover of the camper.

X. Conduct in the Case of an Accident

1. Insofar as no provisions to the contrary have been concluded in the special rental terms and conditions, the following manners of conduct shall be applicable in the case of an accident: After an accident or in the case of damages caused by a fire, theft, a wild animal or any other damages, the Customer/driver must promptly contact the police and also notify CamperDays as well as the rental station. The Customer/driver may not leave the accident site until he has fulfilled his obligation to report the event and to record the required facts in accordance with applicable law. If the police should refuse to file a report regarding the accident, then the Customer must document this to CamperDays as well as the rental station. This shall also be valid in the case of accidents for which the driver himself is at fault without any third-party involvement. In addition, the Customer must promptly notify CamperDays as well as the rental station in writing of all details of the accident or damage event – even in the case of minor damage. The accident/damage report must contain particularly the names and the addresses of the affected persons and of any witnesses as well as the registration numbers of the vehicles involved. Damage compensation claims asserted by other parties involved in the accident may not be recognised. Other damage or special events which affect the vehicle must likewise be promptly reported to CamperDays and the rental station.

XI. Conduct in the Case of Damage Claims

1. Insofar as no provisions to the contrary have been concluded in the special rental terms and conditions, the following manners of conduct shall be valid for a damage claim such as, for example, a defect to the toilet or a water leak when it rains. Neither CamperDays nor the camper provider can eliminate the damage if no notification is made. The camper providers shall frequently provide a telephone number which can be used to report damage events. The

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Customer shall be obliged, upon the occurrence of damages (including even in the case of minor damages), to promptly contact the camper provider by telephone and report the damages. In order to document and enable inquiries to be made to the camper provider, the Customer shall also be obliged to promptly notify CamperDays of all details of the damage event (including even in the case of minor damages) in writing and, in so doing, also provide the date and time of the damages reported by telephone and, if possible, designate a contact person for the camper provider. Insofar as the rental terms and conditions contain additional instructions for damage claims, they must be fulfilled. CamperDays wishes to point out that the camper providers often cooperate with specific repair garages and, in the case of a defect or damage, will request that the Customer seek out such a repair garage even if other repair garages are nearby. Depending on the country and region (e.g. the Outback in Australia), longer drives may thus be required.

XII. Liability of CamperDays and the Camper Provider

1. CamperDays shall be liable for all damages insofar as coverage exists from the insurance policies concluded for the vehicle. For any damages not covered through insurance, if CamperDays fails to comply with this Agreement, it is responsible for loss or damage you suffer that is a foreseeable result of its breach of this Agreement or its negligence, but CamperDays is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of CamperDays' breach or if it was contemplated by you and CamperDays at the time that this Agreement became binding on you and CamperDays.] CamperDays shall assume no liability for objects and items which are left behind/forgotten when the rental vehicle is returned.

2. CamperDays shall provide no guarantee for the availability of campers at the time that booking is made. Only then when the booking is confirmed shall a binding agreement be considered to have been concluded.

XIII. Customer's Liability

1. Insofar as the special booking terms and conditions contain no deviating provisions, the Customer shall be liable to CamperDays for vehicle damage, vehicle loss and any more extensive damages suffered by CamperDays and the camper provider as the result of the violation of contractual obligations insofar as the Customer is responsible for the damages or loss in accordance with applicable law.

2. Insofar as a liability restriction to the contractually-agreed deductible was agreed, this shall not be valid for any damages intentionally caused by the Customer. In this case, the Customer shall be liable in the full amount of the damages suffered. The same shall be valid

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if the Customer has intentionally committed a violation with regards to the information provided about the driver's minimum age during the vehicle handover and the vehicle return as well as his behaviour with regards to the non-fulfilment of the contractual obligations that have been regulated for accidents or damage claims. In these cases, the Customer shall be liable in the full amount for all damages which he has caused.

3. For damages to the vehicle or to third parties that have been caused by animals being transported, the Customer shall be liable in accordance with applicable law.
4. If the rental is made by multiple Customers, they shall be liable jointly and severally.
5. The Customer shall be obliged to reimburse CamperDays with regards to all fees, levies, monetary fines and other penalties incurred by CamperDays or the camper provider through the usage of the rental vehicle for which the Customer is responsible.

XIV. Customer's Obligations

1. Except in emergency situations, the vehicle may be driven only by the Customer himself and/or the drivers listed in the Rental Agreement. The Customer must personally appear to pick up the rental vehicle. Before handing over the camper, the camper provider may demand the presentation of the original driver's license and/or the personal ID.
2. The Customer shall be obliged, before handing over the rental vehicle to another driver, to verify that this other driver has been properly included in the Rental Agreement, is in a suitable condition to drive the vehicle at the time of usage and also possesses the required/valid driver's license and is subject to no driving ban. Moreover, the Customer has the obligation to inform the driver of the validity and the content of the contractual provisions regarding the rental (particularly of the special rental terms and conditions, the General Business Terms and Conditions and insurance coverage) and to make the operation of the vehicle contingent upon his consent.
3. The vehicle must be handled in a careful and proper manner (particularly including the regular controlling of the oil and water levels as well as the tyre pressure, exclusive usage of the prescribed fuel). It must also be properly operated in accordance with the relevant directives as well as properly locked. Insofar as a steering wheel locking device has been provided, this must be affixed upon leaving the vehicle. Moreover, upon leaving the vehicle, the Customer must take the vehicle keys and the vehicle's official documents with him and store them in such a manner to prevent unauthorised access to them. The directives, loading guidelines, vehicle dimensions (height, width) and technical rules that are prevailing for the usage must be followed. The Customer shall be obliged to verify upon a regular basis that the rental vehicle is in a roadworthy condition. A violation of the obligation may result in the

forfeiture or the restriction of the insurance coverage.

4. The following activities are forbidden without special written approval: The participation in motor sports events and vehicle tests; the transport of explosive, flammable, poisonous, radioactive or other hazardous substances and/or substances which constitute a risk to the vehicle or the passengers, the committing or participation in customs violations or other criminal acts even if they are not punishable in accordance with the law of the place where the violation was committed; the subleasing, transfer or lending of the rental vehicle; commercially transporting persons or the long-distance commercial transport; driving school drills, off-road travel; usage which exceeds the contractual usage – particularly on roads that are not intended for driving.

5. Driving the rental vehicle into or in close proximity to war zones shall be impermissible. Driving the rental vehicle into another country than the country in which the pick-up station is located shall be permissible only if a written consent has been issued by CamperDays or the special rental terms and conditions contain a corresponding authorisation. Insofar as a drive across national boundaries is permissible, the Customer must independently review the road traffic rules and laws for the countries visited during the rental period as well as of the transit countries and fulfil the respectively valid road traffic rules and laws. CamperDays wishes to point out that, in the case of travel via ferries and boats, the insurance coverage for water damage shall be restricted in some instances.

6. Repairs which become required in order to restore the operating and traffic safety of the vehicle may be commissioned to a repair garage by the Customer up to an amount of 75 € without any prior approval upon the part of CamperDays or of the rental station being required. However, a written damage report shall nonetheless be required. Otherwise, repairs may be commissioned only subject to the express and written approval upon the part of CamperDays or the camper provider. The reimbursement of the incurred and approved repair costs in this regard shall be issued by the camper provider only against the presentation of the corresponding documentation and receipts in their original forms and insofar as the Customer is not correspondingly liable for the defect necessitating the repairs in accordance with the provisions of the rental terms and conditions. Moreover, for the reimbursement, the presentation of the exchanged parts/used parts shall be required insofar as this encompasses warranted parts (batteries, inverters, chargers, water pumps). Moreover, the Customer shall have the obligation to present the exchanged parts/used parts to the rental station insofar as they were available to him and the return transport is reasonable.

7. The Customer may make no technical modifications to the vehicle.

8. The Customer shall not be authorised to optically modify the vehicle – particularly to affix it with varnishing, adhesive stickers or adhesive foils. CamperDays wishes to point out that

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some local rental stations also permit the replacement of tyres only in a restricted fashion. In this regard, the Customer should review the rental terms and conditions.

9. Pets may be transported in the rental vehicle only subject to the express written consent of CamperDays and only in respectively designated vehicles with the permissible safety precautions to be provided by the Customer. The Customer shall be responsible for the fulfilment of the corresponding animal protection, transport, vaccination as well as transit and importing guidelines. The transport of pets may result in a cost-based special cleaning – particularly if the vehicle has pet odour, or animal hair/animal secretions are found. Cleaning costs, which are incurred as the result of the non-adherence/violation of this policy as well as any profits correspondingly lost by CamperDays or the camper provider as the result of the temporary non-availability of the rental vehicle shall be assumed by the Customer.

10. In principle, only persons of adult age may be transported in the vehicle. The transport of children shall, subject to the fulfilment of the country-specific directives (particularly of the obligation to use child seats), only then be permissible if this is expressly permitted in the rental terms and conditions or CamperDays has confirmed this in writing. Insofar as the Customer would like to use the vehicle with children, he shall be obliged, before making a booking enquiry, to check whether this is permissible. CamperDays shall make itself available for corresponding inquiries.

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XV. Copyright

1. All texts and illustrations used on this Internet site are protected by copyright. Any reprinting and publication shall be permitted only if prior approval is obtained from CamperDays.
2. CamperDays reserves the right to modify the website at any time, save that the terms applicable to a particular booking will not be amended by a subsequent modification of the website.

XVI. Final Provisions

1. In the case that provisions of this Agreement or of the General Business Terms and Conditions should be discovered to be or become invalid, in whole or in part, then the validity of the remaining provisions shall be unaffected. The contractual partners shall be obliged to replace such an invalid provision with such a provision which most closely corresponds to the commercial intent of the contractual partners.
2. The place of performance shall be the commercial residence of the agreed pick-up station.
3. The assignment of claims from the Rental Agreement to third parties shall be excluded as well as the assertion of such claims on one's own behalf.
4. For the Agreement concluded between CamperDays and the Customer, exclusively German law shall be valid subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. There shall be the following prevailing order of priority: Firstly, the provisions of the booking details, then the provisions of the special rental terms and conditions, the General Business Terms and Conditions and, supplementally and alternatively, the statutory directives. Notwithstanding the foregoing, as a consumer, if the Customer is resident in the European Union and CamperDays pursues its commercial activities in, or directs its services to, that member state in relation to this Agreement, then it will benefit from any mandatory provision of law of that member state. Nothing in this Agreement affects the Customer's rights as a consumer to rely on such mandatory provisions of local law.

XVII. Miscellaneous

1. Storage of the contractual text: After a booking, you shall receive an e-mail with the data for your rental. If you should need these data once again, you can request them by telephone or via e-mail from us (valid only for your booking of camperdays.de's offerings). Please print out all General Business Terms and Conditions which are valid for your booking or store the documents electronically. If the General Business Terms and Conditions should change in the

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meantime, the old version shall not be stored which is valid for you. However, you may contact us at any time in order to request the General Business Terms and Conditions which were valid when you made your booking. In order to do so, please send us an e-mail to service@camperdays.com

XVIII. Online Dispute Resolution

1. We wish to point out that, at <http://ec.europa.eu/consumers/odr>, an online platform is provided by the EU Commission for out-of-court dispute resolution (OS platform). Our e-mail address is: info@camperdays.com. However, we wish to point out that we are not obliged to participate in dispute resolution proceedings in front of a consumer arbitration board. However, we shall in principle be willing to participate in dispute resolution proceedings in front of a consumer arbitration board, but will make the final decision in the individual case.

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