

General Terms & Conditions

Terms of contract

Vanever (FreeVenture GmbH)

28.01.2025 - 11.03.2026

1. Area of application

These General Terms and Conditions (hereinafter referred to as 'GTC') apply to all contracts concluded between FreeVenture GmbH, Planegg (hereinafter referred to as 'FreeVenture') and its respective contractual partner (hereinafter referred to as 'Lessee') for the temporary, paid provision of a motorhome (hereinafter referred to as 'Rental Vehicle') and/or any accessories and additional equipment (hereinafter also referred to as 'Rental Items' together with the Rental Vehicle) in the version valid at the time the respective contract is concluded. Lessees are exclusively consumers. Use of the rental items for commercial purposes is expressly prohibited.

A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession. In contrast, an entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, is acting in the exercise of their commercial or independent professional activity. Individual agreements made with the tenant in individual cases (including collateral agreements, supplements and amendments) shall always take precedence over these GTC. The following references to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

2. Subject of the contract

The subject of the contract is the rental of a hire vehicle and, if applicable, other rental items. In addition, the contract may contain other elements, in particular purchase and service contracts. However, FreeVenture does not owe the provision of a package holiday within the meaning of § 651a BGB. The regulations on the package holiday contract (§§ 651a ff. BGB) are therefore neither directly nor correspondingly applicable to the contract between FreeVenture and the tenant.

3. Conclusion of contract

3.1 The contract is concluded when the lessee and the FreeVenture GmbH agree on the conclusion of a contract in electronic form by offer and declaration of acceptance (order confirmation) by e-mail, fax or via the website of the FreeVenture GmbH or by combination of these declaration ways.

3.2 Any legal entity and natural person who is legally and contractually capable may be a lessee within the meaning of this agreement to the extent that it can assume the obligations of the agreement.

3.3 In case of doubt, the general terms and conditions (GTC) of FreeVenture GmbH have priority over other GTCs of third parties, which could apply to the present rental contract.

4. Rental vehicle and purpose of the contract

4.1 FreeVenture GmbH provides the lessee with the vehicle specified in the booking confirmation. In the event that the rented vehicle is not available at short notice, FreeVenture GmbH is entitled to provide an equivalent vehicle to fulfill its obligation, provided the lessee has no justified interest in an extraordinary contract termination. Depending on the vehicle,

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individual additional equipment may be available and can be optionally booked for an additional fee. Additional equipment must be agreed upon in writing. The agreement of additional equipment must be confirmed by FreeVenture GmbH in written or email form. Further information can be found on the vehicle details page on the FreeVenture website. The equipment of individual vehicles may vary from what is listed on the vehicle details page.

4.2 The vehicle is handed over with a full tank. The engine is filled with sufficient engine oil.

4.3 The vehicle is covered by the following insurances: Insurance coverage is included in the rental vehicle. The rental vehicle is insured against liability and fully comprehensive in the countries Albania, Andorra, Belgium, Bosnia-Herzegovina, Bulgaria, Germany, Denmark, Estonia, France, Finland, Greece, Great Britain, Italy, Ireland, Iceland, Croatia, Luxembourg, Liechtenstein, Lithuania, Latvia, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Austria, Portugal, Poland, Romania, San Marino, Sweden, Slovak Republic, Spain, Switzerland, Serbia, Slovenia, Czech Republic, Hungary, Vatican, and Cyprus. The liability insurance coverage is €100 million. The lessee's deductible for the comprehensive insurance is €1500 per damage. Comprehensive damages require a lessee's deductible of €500 per damage. Drivers under 23 years old have a lessee's deductible of €2500 per damage in comprehensive or partial damage cases. Drivers over the age of 75 years have a lessee's deductible of €5000 per damage in comprehensive or partial damage cases. The lessee has the option to reduce the deductible amounts through various performance packages offered by the lessor on the FreeVenture website in the Conditions section. The liability reduction/deductible applies exclusively to comprehensive damages and only if there is no breach of obligation or gross negligence, as in such cases, the lessee is also liable for the full amount of the damage. Damages to the awning, the interior of the vehicle, or the pop-up roof are not considered comprehensive damages and must be fully covered by the lessee.

5. Authorised drivers

Authorised drivers of the rental vehicle are exclusively natural persons who are at least 18 years old at the time the rental vehicle is rented and who have held a valid Class 3 or B driving certificate in Germany and/or another EU member state or a corresponding certificate in the country in which the vehicle is driven for at least one year (hereinafter referred to as 'driver'). The respective authorised driver must prove the existence of this requirement with regard to his person before taking over the rental vehicle to the satisfaction of the Rental Firm. In this respect, the lessee guarantees that all authorised drivers fulfil this requirement. The lessee must name all drivers in the written hire contract. The Lessee and the drivers must each present their original driving licence when the rental vehicle is handed over by FreeVenture. Copies are not sufficient. However, the lessee remains the owner of the rental vehicle for the duration of the rental agreement. Only the lessee and the drivers named in the rental agreement are authorised to drive the rental vehicle. If the lessee allows an unauthorised driver to drive the rental vehicle, this is in breach of these Rental Terms and Conditions. The lessee is liable for all damage caused by an unauthorised driver. In such cases, only the statutory liability insurance provides cover.

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The lessee must therefore accept responsibility for the actions of the respective driver as if they were his own. Several lessees are jointly and severally liable.

Lessee and authorised drivers are prohibited from driving the rental vehicle if their fitness to drive is impaired in any way, in particular under the influence of alcohol or other drugs, medication or illness.

6. Fees and other costs to be borne by the lessee

The total rental price for the rental vehicle is based on the individual contract in accordance with the prices stated at www.vanever.com at the relevant time of performance. The prices quoted are gross prices, i.e. including the respective VAT at the statutory rate.

The prices for additional rental items and any special (equipment) requests are shown separately in each case.

Rentals are for full rental days. Each commenced period of 24 hours from the time at which the lessee can demand the handover of the vehicle and any other rental items in accordance with the rental agreement is deemed to be a rental day.

The agreed rental price per day for rental vehicles includes an unlimited mileage in kilometres, unless otherwise agreed, as well as the agreed insurance cover.

However, if a specific maximum mileage has been agreed, the total number of free kilometres for the entire rental period shall be decisive for compliance with this, even if a specific number of free kilometres per rental day has been agreed. If the agreed maximum mileage is exceeded, the additional kilometres driven shall be invoiced to the lessee at an amount per additional kilometre to be agreed separately in the rental agreement. If the mileage utilised by the lessee falls short of the agreed maximum permissible mileage, the lessee shall not be entitled to a pro rata reimbursement of the rent.

In addition, the lessee shall pay a flat-rate service fee for each rental in the amount specified in the individual contract and depending on whether pets are included in the respective rental vehicle.

All costs not expressly included in and covered by the total rental price shall be borne by the lessee. In particular, fuel costs, costs for AdBlue, parking, camping, parking space, toll and ferry fees as well as fines or similar are not included in the rental price. If a claimant, authority or other third party contacts FreeVenture in this context, FreeVenture will, if possible, first refer them to the lessee. In such cases, the tenant is free to defend himself against the claim at his own expense. The lessee cannot bring about a binding effect towards FreeVenture. If a referral to the lessee is not possible or if FreeVenture itself is held liable after/despite such a referral, the lessee must reimburse FreeVenture for the amount to be paid to the third party as well as all costs incurred in this connection. Irrespective of the proof of concrete costs incurred, FreeVenture can demand payment of a lump sum of €29 including VAT from the lessee in addition to the amount to be paid to the third party. In individual cases, the lessee may enjoy certain costs or fees (e.g. vignettes) paid by the previous lessee. However, there is no entitlement to additional services of this kind.

The lessee hereby authorises FreeVenture to debit the total rental price and all other claims in connection with the rental contract to the means of payment specified when the contract was concluded. FreeVenture is also entitled to offset any other recognised and/or legally

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established claims in connection with the rental agreement, in particular fines, against the deposit paid by the lessee.

In general, special discounts such as promotions, employee offers or trade fair promotions cannot be combined with each other or with other discounts such as early booking discounts.

7. Takeover and return of the rented items

The pick-up and return of the rental vehicle is location-based. The place and time at/when the Lessee may request the handover of the rental vehicle and any other rental items, as well as the place and time at/when the return of the rental vehicle and any other rental items must take place at the latest, are specified in the respective rental agreement.

When the hire vehicle is handed over to the lessee, the lessee must carefully inspect the hire vehicle for any defects and/or damage. A digital handover protocol shall be prepared. All defects or damage found must be recorded in the handover report. In addition, the rental vehicle must have the following minimum fuel levels on handover:

- Fuel tank: enough fuel for the fuel gauge to show completely full. AdBlue tank (if available): at least enough AdBlue so that the tank does not require servicing. Gas: at least one gas cylinder or the full number of cartridges corresponding to the maximum specification provided by the manufacturer for this vehicle (e.g. Grand California 11.0kg, California 2.75kg, ID.Buzz 4 gas cartridges).

If individual fill levels on return exceed the specifications stated here, the value of the additional content will not be compensated. A tank that is not completely full will be refilled by FreeVenture, whereby the respective costs of refilling the tank plus a processing fee of € 29 incl. VAT are to be borne by the lessee. FreeVenture can offset this amount directly against the deposit.

In the case of bicycle racks already fitted to the rental vehicle contrary to the express booking of the lessee, these must be accepted in order to maintain a smooth rental process. FreeVenture is not obliged to accept the bicycle carriers. When travelling by ferry, the length of the rental vehicle stated on the website applies, whereby the maximum length is 6 metres. The exterior of the rental vehicle will be cleaned by FreeVenture at the expense of the lessee upon return. If the rental vehicle is not soiled beyond the usual extent upon return, the cost of this exterior cleaning is included in the service component agreed in the rental contract. Otherwise, the additional cleaning costs shall be borne by the lessee. These are based on the actual costs incurred.

Unless otherwise agreed in the rental agreement, the Lessee must clean the interior of the rental vehicle and the other rental items before returning them in such a way that they can be rented to other Lessees without further cleaning measures (swept, vacuumed and mopped). In particular, the lessee is obliged to completely empty the rubbish bin, the refrigerator, the toilet cassette and the waste water tank. If the tenant fails to carry out a swept clean, FreeVenture will do so at the tenant's expense, whereby FreeVenture is entitled to charge a special cleaning fee of €200 including VAT.

It is forbidden to empty the waste water tank and/or toilet cassette on FreeVenture's premises or to leave rubbish or other objects there. If the interior of the rented vehicle is still

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dirty when it is returned or is soiled beyond the usual extent, FreeVenture will clean the interior at the expense of the lessee.

If heavy soiling in the interior or exterior cleaning, e.g. on the upholstery, the interior ceiling or the interior walls, leads to cleaning costs, FreeVenture is entitled to charge at least a special cleaning fee of € 350 incl. VAT.

The special cleaning charges are to be offset against the deposit. The lessee is authorised to prove that no damage has occurred or that the damage is significantly lower than the aforementioned special cleaning fee. In addition, FreeVenture is entitled to claim further damages for other offences committed by the tenant.

8. Deposit

At the start of the rental period and until the return of the rental vehicle in an undamaged and cleaned condition, a separate security deposit of €1,500, €750 or €250, depending on the protection package booked, must be provided via credit card or debit card at the lessee's choice.

The receipt of the deposit payment is documented on the rental agreement form. If no deposit is provided, the rental vehicle will not be handed over. In the event of non-payment of the deposit, FreeVenture is entitled to terminate the rental agreement without notice, subject to any claims for damages. The lessee shall have no claims for damages in this case.

Upon proper and flawless return of the rental vehicle in an undamaged condition, apart from damages recorded in the condition report, the deposit will be refunded depending on the payment method chosen by the lessee, typically after 30 days through automated release of the deposit hold for credit card payments, or within 8 weeks after the end of the rental period for deposits made by debit card. An automatic release of the deposit hold via credit card occurs after 30 days. Any non-obvious, concealed, or hidden damages discovered during subsequent maintenance or vehicle cleaning, e.g., due to external contamination, must be reported to the lessee immediately. FreeVenture is entitled to claim these costs from the lessee in case of damage.

All additional expenses and costs incurred (e.g., cleaning costs, refueling costs, etc.) will be offset against the deposit upon return if these are to be borne by the lessee. FreeVenture may charge repair costs for rental items resulting from damage incidents based on respective cost estimates. FreeVenture has the right to retain the deposit until the final clarification of the amount of these costs and the cost liability.

9. Rental period

The rental period is the period specified in the rental agreement from the handover and acceptance of the rental object by the lessee until its final return to FreeVenture, whereby the rental period is at least 3 nights all year round.

The rental vehicle must be returned by the time specified in the rental agreement on the last day of the rental period. If the lessee continues to use the rented items after the end of the rental period, the rental agreement shall not be deemed to have been tacitly extended. It is therefore not possible to tacitly convert the tenancy into a tenancy for an indefinite period.

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If the vehicle is returned more than one hour late, a compensation fee of 50 euros will be charged in addition to the regular daily rental fee. Each subsequent hour will also cost 50 euros per hour or part thereof. If a subsequent lessee suffers damage as a result, the lessee who returned the vehicle late shall also bear the compensation costs for the subsequent rental. The decisive factor is the handover of the vehicle keys and all documents (vehicle registration document) to FreeVenture at the respective location specified in the rental agreement.

If the vehicle is returned before the specified return date, the total rental price agreed in the rental contract must be paid by the lessee.

10. Terms of payment

FreeVenture generally offers various payment methods such as bank transfer, instant bank transfer, credit card and similar. However, FreeVenture reserves the right not to offer certain payment methods for each booking and to refer to other payment methods.

The total rental price is to be paid as follows:

100% of the total rental price, including other extras and service charge, is due within 7 days of receipt of the booking confirmation.

If the aforementioned deadlines have already (partially) elapsed upon conclusion of the contract, the total rental price is due immediately upon conclusion of the contract.

If the amounts due are not paid on time or in full, FreeVenture has a right of retention. In this case, the lessee is also in default upon expiry of the agreed handover date of the rental object. In this case, FreeVenture is entitled to withdraw from the contract and to assert claims for damages against the lessee.

11. Change of booking / cancellation

It should be noted that there is no general statutory right of cancellation for rental contracts. However, FreeVenture grants the tenant a contractual right of cancellation as follows:

11.1 The lessee may withdraw from his rental contract at any time before the start of the rental period. The cancellation must be declared to FreeVenture GmbH. The customer is advised to declare the cancellation in text form. If the lessee cancels his binding booking, FreeVenture GmbH grants the lessee a contractual right of cancellation to the extent described below.

11.2 Cancellation of the rental contract as a whole, which is declared by the lessee at least 50 days before the agreed start of the rental period, is free of charge. The entire deposit will be refunded by FreeVenture GmbH.

11.3 In the event of a cancellation of the rental contract as a whole, which is declared by the lessee less than 50 days but more than 48 hours before the agreed start of the rental period, the total rental price must be paid to FreeVenture GmbH. However, the tenant shall receive a cancellation voucher worth 50% of the total rental price to be redeemed upon conclusion of a future rental agreement. Any further claim for reimbursement of the remaining 50% of the total rental price of the tenant is excluded. The conditions for cancellation vouchers are explained under 11.19.

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11.4 If the lessee books one of the chargeable Flex options offered on the Off website in the Conditions section when concluding the rental agreement, the following shall apply in the event of cancellation by the lessee less than 50 days but more than 48 hours before the agreed start of the rental period:

- If the lessee has booked the chargeable 'Flex 50' option, FreeVenture GmbH will refund 50% of the total rental price, less the amount charged to the lessee for the Flex 50 option. The lessee will receive a voucher for the remaining amount to be redeemed when concluding a future rental contract.

- If the lessee has booked the chargeable 'Flex 100' option, FreeVenture GmbH will refund the total rental price less the amount charged to the lessee for the Flex 100 option.

11.5 In the event of cancellation of the rental contract as a whole, which is declared by the lessee less than 48 hours before the agreed start of the rental, the total rental price must be paid to FreeVenture GmbH if no option or the 'Flex 50' option has been booked. There is no entitlement to a rebooking or a voucher.

11.6 If the lessee books the 'Flex 100' option when concluding the rental contract, FreeVenture GmbH will refund the total rental price less the amount charged to the lessee for the Flex 100 option if the lessee cancels less than 48 hours in advance.

11.7 Decisive for the time of cancellation is the receipt of a cancellation notice from the lessee in text form by FreeVenture GmbH.

11.8 In the event of non-collection of the rented vehicle at the agreed time without notification, the rent already paid shall be retained in full, unless the lessee can prove that FreeVenture GmbH has incurred no or lower costs as a result of the non-collection. In the event that no rent has yet been paid, claims for damages shall remain unaffected. Saved expenses shall be taken into account.

11.9 If the rental vehicle is returned prematurely before the agreed return date, the full rental price agreed in the rental contract must still be paid. The Rental Firm does not agree to automatically convert the rental agreement into a continued rental agreement for an indefinite period.

11.10 Individual services, such as accessories (e.g. bicycle rack) carefree packages (e.g. carefree package Expedition) and services (e.g. interior cleaning of the vehicle) can be cancelled separately from the main booking under the conditions described in sections 11.2 - 11.6, depending on the Flex option booked and the time of cancellation.

11.11 A confirmed booking can be amended free of charge. If the originally confirmed total rental price increases as a result of the booking change, FreeVenture GmbH will invoice the lessee for the additional amount. If the total rental price of the changed booking is lower than the originally agreed total rental price, the conditions listed below apply depending on the time of the booking change.

11.12 If the total rental price is reduced when a confirmed booking is changed less than 50 days but more than 48 hours before the agreed start of the rental period, the lessee shall receive a voucher worth 50% of the difference to be redeemed when concluding a future rental agreement. The voucher is only valid if the rental price has been paid in full before the booking is changed.

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11.13 If the lessee has booked one of the paid Flex options when concluding the rental agreement, the following applies to booking changes made less than 50 days but more than 48 hours before the agreed rental start date that result in a reduction of the total rental price:

- If the lessee has booked the paid "Flex 50" option, FreeVenture GmbH will refund 50% of the reduced amount. A value voucher will be issued for the remaining 50% to be redeemed when concluding a future rental agreement. The voucher is only valid if the rental price was paid in full before the booking change.

- If the lessee has booked the paid "Flex 100" option, FreeVenture GmbH will refund the full reduced amount.

11.14 If the booking is changed less than 48 hours before the agreed rental start date and the total rental price is reduced, the following applies:

- If the lessee has booked the free "Standard" option or the paid "Flex 50" option, the reduced amount will not be refunded.

- The reduced amount resulting from the booking change will be refunded in full if the lessee has chosen the paid "Flex100" option.

11.15 Changes to the booking during the trip are possible (subject to availability). If the originally confirmed total rental price increases as a result, FreeVenture GmbH will charge the additional amount to the lessee. If the total rental price of the changed booking is lower than the originally agreed total rental price, the difference will be retained by FreeVenture GmbH.

11.16 The applicable conditions for repeated cancellation and/or booking changes are determined by the shortest time period ever reached between the time of the last change or cancellation and the agreed rental start date.

11.17 For any type of cancellation, the lessee reserves the right to prove that FreeVenture GmbH incurred no damage or substantially lower damage.

11.18 The following conditions apply to cancellation vouchers

- Valid for 3 years from date of issue.

- Redeemable for new bookings.

- After cancellation of a booking paid with a cancellation voucher, the expiration date of the original cancellation voucher applies to the subsequently issued cancellation voucher.

- The current prices and terms and conditions at the time of booking apply; there is no entitlement to the original rental price.

- Cash payment of the voucher value is not possible.

- Resale of the cancellation vouchers is not permitted.

12. Duty of Care and Diligence

The lessee is obligated to handle the rental vehicle with care, comply with all relevant regulations and technical rules, and properly secure the rental vehicle against theft. The operating manuals of the rental vehicle and all installed devices, etc. must be observed. In particular, the lessee commits to observing the existing traffic regulations in the respective countries. Driving is only permitted with secured and locked gas bottles.

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lessees and fellow travelers are responsible for complying with foreign exchange, health, toll, passport, visa, traffic, and customs regulations, as well as any potential costs and disadvantages that may arise from non-compliance with these regulations.

Smoking is not permitted in the rental vehicles. In case of violation of this prohibition, €500 will be withheld from the deposit to compensate for the loss in value and professional removal of smoke residue. The lessee has the right to prove that no damage occurred or that it is substantially lower than the aforementioned amount.

Pets such as dogs may only be brought in special rental vehicles designated for small animals. In all other rental vehicles not marked for small animals, bringing animals is prohibited. If a violation is detected, the lessee must pay all cleaning costs (pet hair removal, ozone treatment, etc.) as well as a flat fee of €500 for the loss in value of the rental vehicle. If a pet-friendly rental vehicle has been scratched or particularly soiled by the small animal, FreeVenture is authorized to separately charge the lessee for the corresponding loss in value of the rental vehicle and any additional cleaning costs.

13. Repair and Maintenance

During the rental period, the lessee must take all necessary measures to maintain the original condition of the rental vehicle. For this, the lessee must both pay attention to any warning lights in the vehicle display and take all necessary measures according to the operating manual.

The lessee is obligated to check the oil level, coolant level, tire pressure, and tire condition before and during the journey.

Corresponding measures, such as topping up motor oil, must be properly carried out by the lessee. The suitability of the motor oil to be added must be considered. If the wrong fuel is filled or wrong motor oil is added, the lessee is liable for the costs incurred through vehicle towing and/or repair of the damage. Furthermore, the lessee must pay attention to the warning lights in the vehicle display and take necessary measures according to the operating manual. In case of doubt, the lessee should contact FreeVenture GmbH.

At the start of the journey, the lessee takes over a full AdBlue tank. It is the lessee's responsibility to regularly check the AdBlue tank and, when warning signals light up, to ensure proper refilling of the tank immediately at their own expense.

In case of culpable violation of maintenance obligations by the lessee, they are liable for any resulting consequential damage events.

During the agreed rental period, the lessee bears the ongoing maintenance costs such as operating materials. The costs for prescribed maintenance services and necessary wear repairs are borne by FreeVenture.

Any modifications or mechanical interventions on the rental vehicle are prohibited without prior written permission from FreeVenture. If this rule is violated, the lessee must bear the costs necessary for restoring the vehicle to its original condition.

For repairs necessary for the operational and road safety of the rental vehicle during the rental period, the lessee must obtain prior approval (consent) from FreeVenture. If the lessee is not responsible for these repairs, FreeVenture will bear the repair costs upon presentation of corresponding receipts.

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14. Procedure in Case of Damage

In the event of an accident or damage to any of the rental items, the lessee must immediately notify FreeVenture. For this purpose, the lessee must specifically communicate the actual circumstances that led to the damage and the extent of the damage as precisely as possible. The lessee must use the telephone number provided by FreeVenture at www.vanever.com (Breakdown: +49 611 167 50516 or Accident: +49 611 167 50504). This is available during regular office hours (opening hours see at [\[www.vanever.com\]](http://www.vanever.com)).

In the event of an accident or damage caused by third parties (particularly including fire, theft, vandalism, or wildlife), the lessee must also immediately notify the local police.

In the event of damage, the lessee must prepare an accident report stating the personal details of those involved (including ID number or similar), the exact time of damage, and a detailed description of how the damage occurred and its extent, and must immediately send FreeVenture a copy of the respective report (e.g., as a scan or clearly legible photo).

Additionally, the lessee must document the damage and - where relevant - the external circumstances through photographs. The corresponding images must be made available to FreeVenture immediately.

Minor damages, defined as damages less than €100, are exempt from the obligations under this paragraph.

The lessee is prohibited from acknowledging any third-party claims of any kind.

If the lessee takes or has the rental vehicle taken to a workshop, they must immediately inform FreeVenture about the respective workshop, its business hours, duration, and costs of repair before issuing a repair order. FreeVenture will only cover repair costs if they have given prior approval for the respective repair and only upon presentation of corresponding receipts. If the lessee culpably violates their duties or obligations from the preceding paragraphs, FreeVenture may demand payment of an appropriate contractual penalty, the amount of which is to be determined by FreeVenture on a case-by-case basis and is subject to review for appropriateness by the competent court, but shall be at least €250. A paid contractual penalty shall be credited against any further claims for damages. Otherwise, any further claims of FreeVenture in this context remain unaffected.

15. Liability of the Lessee and Insurance

In the event of accidents, loss, theft, improper use of the rental vehicle (e.g., driving on unpaved roads), or breach of contractual obligations of due diligence, the lessee is liable for repair costs and consequential damages, including loss of value, towing and recovery costs, as well as expert fees. In the case of total loss, the lessee is responsible for the replacement value of the rental vehicle minus its residual value, provided the damage is attributable to the lessee. If the damage cannot be attributed to the lessee or the driver, the lessee is exempt from liability.

The rental vehicle is insured for third-party liability and comprehensive coverage, with the liability insurance providing coverage of up to €100 million. FreeVenture is authorized to assert or defend damage claims on behalf of the lessee and to make all necessary declarations at its reasonable discretion.

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If extrajudicial or judicial claims are made against the lessee in connection with the rental agreement, the lessee must notify FreeVenture immediately upon becoming aware of such claims.

FreeVenture provides the lessee with comprehensive insurance according to the applicable General Terms and Conditions for Motor Vehicle Insurance (AKB), with a deductible and a flat fee of €49 per damage case for damages calculated up to €500 and a flat fee of €99 for damages exceeding €500.

The liability waiver applies exclusively to damages caused by an accident. This means the damage must result from an external event and be caused by mechanical force. Operational damages or damages caused by structural breakage do not qualify as accident damage. Damages between the towing and towed vehicles or trailers, without external influence, are also excluded from accident damages.

Damages are particularly excluded from the liability waiver if they result from gear-shifting errors, incorrect refueling (e.g., filling the tank with water instead of diesel), improper use (e.g., driving on unpaved roads), or the transported cargo.

Damages caused by user errors are also not covered by the liability waiver. This includes damages to the awning, the interior of the rental vehicle, or the pop-up roof with rooftop tent. The following precautions must be observed:

- Extending the awning during strong winds or rain is prohibited, as is leaving it unattended while extended. In case of violation and damage or destruction of the awning, the lessee must cover the cost of a replacement awning plus installation. These costs may exceed the deposit amount.
- The water system cannot be cleaned if the tank is filled incorrectly with diesel fuel. Instead, the entire system, including tanks, boiler, pump, faucets, and lines, must be replaced. All related costs are fully borne by the lessee, including any resulting damages to the rental vehicle or accessories. The same applies in the event of incorrect refueling of the diesel tank.

Regardless of fault, the lessee is fully liable for the following damages:

- Tire damage: Costs for towing services, repairs, or replacement, including mounting, must be borne by the lessee. The spare tire on the rental vehicle may only be installed by a towing or roadside assistance service.
- Windshield damage: Depending on the size and location, chips in the windshield will either be repaired or the windshield replaced.
- Interior damage: Any damage to the interior of the vehicle is the lessee's responsibility.
- Other damages: Driving on unpaved roads may result in damages requiring recovery, towing, or tire repairs. Such damages are not covered by carefree packages (Section 16). Damages incurred during the use of the vehicle on ferries or car trains are not covered by the insurance. The lessee must bear all costs for damages occurring on these transport vehicles and must report ferry-related or transport damages to FreeVenture.

The deductible is €1,500 plus statutory VAT per damage case for all drivers. This excludes liability claims under a motor vehicle liability policy unless otherwise agreed between the parties. For such liability claims, the deductible is waived. The lessee and any drivers

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included in the liability waiver are jointly liable per damage case up to the agreed deductible amount.

The lessee can reduce the deductible amounts by purchasing an additional package offered by FreeVenture under the "Service" section on its website.

In all other respects, the lessee is liable for damages caused by them based on general legal principles, unless otherwise specified in these terms and conditions. If the lessee causes damage to a rented vehicle that requires partial repainting, the lessee must pay a surcharge of 20% on the net cost of the partial repainting to compensate for the potential depreciation caused by partial repainting (e.g., potential future color deviations). The replacement for depreciation may be higher or lower if FreeVenture proves greater damage or the lessee proves lesser or no damage.

The claim for liability exemption lapses if the damage was caused intentionally, particularly through the use of the rental vehicle by an unauthorized driver or for purposes not covered by the contract. In cases of gross negligence, FreeVenture is entitled to proportionally reduce the liability waiver based on the severity of the negligence. Such a reduction may also apply if the lessee or driver intentionally or negligently breaches their obligations (e.g., notification and documentation of damages) under these terms and conditions. The lessee bears the burden of proof for the absence of gross negligence in the event of a breach of obligation. Notwithstanding the above, FreeVenture remains fully obligated to provide liability exemption if the breach of obligation has no impact on the liability waiver event, its determination, or the extent of the liability waiver obligation, except in cases of fraudulent conduct, including unauthorized repairs. The liability waiver under this section applies only during the rental period.

The lessee is otherwise liable under the applicable statutory provisions.

FreeVenture calculates and processes damages either based on estimates from an authorized German repair shop or using standard damage calculation software (SilverDAT) by its own experts. A processing fee of €99 is charged for all damages incurred during the rental period.

For the loss of the vehicle registration document, a processing fee of €200 will be charged. In the event of key loss, an increased processing fee of €1,000 will be charged.

16. Insurance Coverage

When a rental agreement is concluded, the vehicle is insured for both third-party liability and comprehensive coverage. The standard insurance package includes the following benefits:

- Deductible: €1,500 for all drivers.
- Roadside Assistance: In case of breakdowns domestically or abroad, FreeVenture will endeavor to provide a replacement vehicle or arrange for repairs as quickly as possible. In such cases, the roadside assistance hotline at +49 611 167 505 16 and FreeVenture must be notified immediately.
- Accident Assistance: All services must be arranged solely by FreeVenture at its discretion and in coordination with the claims hotline at +49 611 167 505 04.

The deductible can be reduced to €0 by paying an additional fee as specified on www.vanever.com.

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17. Liability of FreeVenture

If a rental item has a defect at the time of handover or a defect arises during the rental period, the provisions of §§ 535 et seq. of the German Civil Code (BGB) apply, unless otherwise specified in these terms and conditions. Should the rental vehicle be unavailable at the start of the rental period for any reason, FreeVenture will provide an equivalent replacement vehicle. If this is not possible, the lessee will receive a refund of any payments already made.

If available, FreeVenture will provide a replacement vehicle during an ongoing rental period in the event of damage or a required workshop visit. Rent reduction under § 536 BGB is excluded unless the damage is due to initial defects. The rental fee must continue to be paid by the lessee during the period of damage or workshop repairs. The lessee is not entitled to reimbursement for lost vacation days or workshop days caused by damages occurring during the rental period.

The lessee must report any defects to FreeVenture immediately.

Warranty for minor impairments to the usability of the rental items for their intended contractual use is excluded under § 536 (1) sentence 3 BGB.

FreeVenture's strict liability for initial material defects is excluded. FreeVenture is only liable – except in cases involving the breach of essential contractual obligations or injury to life, body, or health – for willful misconduct and gross negligence. Essential contractual obligations are those necessary to achieve the purpose of the contract. In cases of simple or minor negligence, FreeVenture is only liable for typical and foreseeable damages, provided the claims do not involve injury to life, body, or health.

The above exclusions of liability also apply to the actions of FreeVenture's representatives and agents.

If the lessee leaves personal belongings in the vehicle upon return, FreeVenture is obligated to store these items only if it is reasonable to do so and at the lessee's expense. If private vehicles are parked on FreeVenture's premises, FreeVenture assumes no liability for potential damages or theft.

18. GPS Tracking of Rental Vehicles

FreeVenture reserves the right to equip rental vehicles with a modern satellite-based tracking system. This system allows the position of the vehicle to be determined and enables the vehicle to be tracked and immobilized in alarm situations (e.g., theft, robbery, sabotage, violations of entry restrictions). If personal data is collected in this context, FreeVenture will use such data solely for contractual purposes as outlined in the following provisions.

19. Storage of Personal Data

The processing of the lessee's personal data is necessary for the execution and fulfillment of the rental contract. The scope of data processing, including the relevant legal basis and further information in accordance with Article 13 of the GDPR, is detailed in FreeVenture's Privacy Policy, available at www.vanever.com/datenschutz.

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Data will not be shared with third parties as a rule. However, data may be disclosed in specific cases to governmental authorities or private service providers (e.g., parking operators or toll operators). Data may also be shared with third parties for contractual purposes (e.g., insurance providers, debt collection agencies, legal representatives). By using the vehicle's navigation system during the rental period, any entered navigation data may be stored. The same applies to the pairing of mobile phones or other devices with the rental vehicle. If the lessee wishes for such data to no longer be stored after the vehicle's return, they are responsible for deleting it prior to return.

This can be done by resetting the vehicle's navigation and communication systems to their factory settings. Instructions for this process can be found in the user manual located in the glove compartment. FreeVenture is not responsible for deleting such data.

20. Assignment Prohibition; Ownership of the Vehicle

The lessee is not permitted to assign claims arising from the rental agreement to third parties, such as spouses or additional travelers. Similarly, other claims cannot be asserted in the lessee's own name.

The rental vehicle remains the property of FreeVenture.

21. Statute of Limitations

If the accident has been recorded by the police, FreeVenture's claims for damages against the lessee will only become due once FreeVenture has been able to review the investigation file. The limitation period begins no later than six months after the vehicle is returned.

22. Applicable Law

The contract is governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided the rental takes place at a FreeVenture location in Germany. If the lessee is a consumer renting at a location outside of Germany, the mandatory consumer protection regulations of the lessee's country of habitual residence apply.

23. Final Provisions

If any provision of these General Terms and Conditions is or becomes invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision that most closely reflects the economic intent and purpose of the invalid or unenforceable provision.

The text of the contract will not be stored by FreeVenture after the conclusion of the agreement and will not be accessible to the lessee.

FreeVenture is neither willing nor obligated to participate in dispute resolution proceedings before consumer arbitration boards.