

General Travel Terms & Conditions of Sunny Cars International GmbH when the “No Deposit” option is selected

1. Services by Sunny Cars International GmbH

Sunny Cars International GmbH is one of the leading companies in its segment of the tourism sector and provides travel services worldwide for satisfied holidaymakers, i.e. private individual interested in rental car holidays (referred to below as “Customers”). In addition to vehicle rental, Sunny Cars International GmbH’s service packages include extensive consulting on choosing the “right” holiday rental vehicle for the Customer, the simplest booking and smooth vehicle collection and return procedures and additional services to round off a pleasurable travel experience. Sunny Cars International GmbH offers its services on the basis of these General Travel Terms & Conditions and the Specific travel conditions already provided to the Customer before booking (see section 4 below).

2. Vehicle rental agreement and agreement on additional services relevant to travel between Sunny Cars International GmbH and the Customer

Sunny Cars International GmbH and the Customer enter into an agreement for the hire of a rental vehicle and the provision by Sunny Cars International GmbH of additional services relevant to travel and relating to the rental vehicle (referred to below as the “Agreement”) that the Customer can utilise for the duration of the Agreement and, in some cases, beforehand. The additional services relevant to travel include a telephone concierge service that will be made available to the Customer for the holiday (seven days per week, 9 a.m. to 6 p.m. CET) and the provision of travel information to be accessed on the Internet using the Customer’s own smartphones, tablets, laptops or desktops about the destination and entry requirements, advice on sightseeing, restaurants, hotels, beaches, etc., maps, other tourist information and instructions for collecting and returning the rental vehicle at the destination. The “sunny2go” app is available for this purpose, and can be installed by the Customer on the Customer’s own smartphone or tablet. Depending on the language selected when booking the vehicle, the additional services relevant to travel are offered in German, English, French and Dutch. For the sake of simplicity, the agreements to be entered into between Sunny Cars International GmbH and the Customer are referred to below as the “Agreement”.

By sending their booking data (including desired place of rental, desired vehicle category and desired rental period), the Customer submits a legally binding offer to enter into a rental agreement and agreements on the provision of additional services relevant to travel (referred to below as the “Agreement”) with Sunny Cars International GmbH. The Agreement between Sunny Cars International GmbH and the Customer is formed when a voucher is sent to the Customer together with the corresponding booking confirmation by Sunny Cars GmbH, which serves as Sunny Cars International GmbH’s commercial agent with authority to contract. If the “No Deposit” option is selected, the Customer’s booking is not confirmed until the Customer sends their personal data in advance following a separate request from Sunny Cars International GmbH and confirms the basic payment obligation to Sunny Cars International GmbH – in accordance with section 6 of these General Travel Terms & Conditions – in the event that the utilisation of the deposit is confirmed. If the Customer does not send their personal data or does not confirm the basic payment obligation to Sunny Cars International GmbH – in accordance with section 6 of these General Travel Terms & Conditions – a rental agreement will not be formed between the Customer and Sunny Cars International GmbH. For the duration of the Agreement and, in some cases, beforehand (typically 14 days before commencement of the Agreement), the Customer can use the additional services relevant to travel provided by Sunny Cars Interna-

tional GmbH. The Customer will receive the access data for the individually provided additional services relevant to travel with the voucher.

3. Performance of the Agreement, in particular vehicle collection by the Customer

3.1 To fulfil its obligation under the Agreement between it and the Customer (see section 2), provided that this entails the provision of a rental vehicle, Sunny Cars International GmbH uses a suitable vehicle fleet provider at the Customer’s destination. Sunny Cars International GmbH thus hires a rental vehicle at the Customer’s destination from its chosen vehicle fleet provider by way of its own rental agreement (primary rental agreement). By way of the Agreement, the vehicle hired by Sunny Cars International GmbH is subleased by Sunny Cars International GmbH to the Customer. The Agreement between Sunny Cars International GmbH and the Customer is finalised in the sublease section at the same time that the rental agreement is entered into between Sunny Cars International GmbH and the vehicle fleet provider at the Customer’s destination.

3.2 By entering into the primary rental agreement with the vehicle fleet provider at the destination, the Customer becomes an agent of Sunny Cars International GmbH. For this purpose, with the voucher, the Customer receives power of attorney in the Customer’s name authorising the Customer to enter into the primary rental agreement between Sunny Cars International GmbH and the vehicle fleet provider at the destination to the extent of the services specified in the voucher and the Specific travel conditions. The Customer must therefore hand over the voucher issued by Sunny Cars International GmbH to the vehicle fleet provider when the Customer collects the vehicle.

3.3 If the vehicle offered by the vehicle fleet provider at the destination does not match the vehicle booked by the Customer or if the Customer believes that the vehicle is not in roadworthy condition, the Customer must make a complaint to the vehicle fleet provider immediately and, at the same time, notify Sunny Cars International GmbH by telephone in order to fulfil their statutory duty to mitigate damage. Signs of use already visible when the vehicle is collected and damage to the vehicle must be recorded in a written inspection report in order to rule out the possibility of the Customer being blamed for causing them.

4. Specific travel conditions for the specific vehicle booking and the additional services relevant to travel

4.1 Before booking, the Customer receives the Specific travel conditions for the specific booking requested by the Customer; in particular, these govern the collection and return of the vehicle, the deposit to be provided and costs for accessories that may have to be paid for separately on site; the Customer can also download, save or print out the Specific travel conditions with a simple click of the mouse. The Specific travel conditions also set out the exact scope of the additional services relevant to travel provided by Sunny Cars International GmbH for the Customer.

4.2 The Customer will carefully read the Specific travel conditions. It is in the Customer’s own interests to clarify any questions with Sunny Cars International GmbH before submitting the booking.

5. Deposit when “No Deposit” is selected

5.1 Sunny Cars International GmbH and the Customer agree that the Customer must pay a deposit in order to take possession of the rental vehicle. For the sake of simplicity, the Customer will pay this deposit directly to the vehicle fleet provider at the destination. If the Customer has selected the “No Deposit” option when entering into this Agreement, however, Sunny Cars International GmbH will pay the deposit required by the vehicle fleet provider at the destination in advance so that the vehicle fleet provider at the destination will not require a deposit from the Customer.

5.2 In the event that the vehicle fleet provider at the destination utilises

the deposit paid by Sunny Cars International GmbH, Sunny Cars International GmbH will re-charge this to the Customer, in accordance with section 6 of these General Travel Terms & Conditions.

5.3 Before Sunny Cars International GmbH makes a claim on the Customer, it will ask the Customer to provide a written statement on the loss event within 14 days and make its decision on whether to pursue the claim on this basis. The Customer is entitled to prove that no damage or lesser damage was caused as a result of the incident that led to the deposit being retained.

6. Requirement for claims against the Customer by Sunny Cars International GmbH in the event that the deposit is retained

6.1 If the Customer is involved in an accident or if the rental vehicle is damaged or stolen, under certain circumstances the vehicle fleet provider at the destination will retain some or all of the deposit paid by Sunny Cars International GmbH to cover the amount not covered by fully comprehensive vehicle insurance to compensate for the damage to the rental vehicle (= deductible), and may also charge an additional amount. The amount of the deductible can be found in the Special Terms and Conditions of Rental.

6.2 In such cases, Sunny Cars International GmbH will not re-charge the deposit that has ultimately been retained by the vehicle fleet provider or billed to it to the Customer, including for the following types of damage:

- ▶ damage to glass, roof, tyres and undercarriage, including sump and clutch;
- ▶ damage in the event of the loss of/damage to the vehicle's keys or documents;
- ▶ damage to or loss of car radio or navigation system as a result of the vehicle being broken into (a police report is required!);
- ▶ costs for the recovery of the rental vehicle in the event of an accident;

but not other consequential costs, such as hotel expenses, telephone charges, taxi fares, costs for renting a replacement vehicle, for repairing damage to or buying replacements for the loss of private effects (see also section 18.2), etc. In order for the deposit to be reimbursed, the Customer (unless they are prevented from doing so on the grounds of force majeure, due to injury in an accident or for other reasons that make it unreasonable to expect the obligations stated below to be fulfilled in the individual case, whereby the Customer bears the burden of proof and presentation) must comply with the following conditions, i.e. without delay (or, if there is an impediment as referred to above, without delay after this impediment no longer applies):

- ▶ the Customer must take the actions specified below;
- ▶ the Customer must send Sunny Cars International GmbH the documents specified below (by post to Sunny Cars International GmbH, Paul-Gerhardt-Allee 42, 81245 Munich, Germany, or by fax to +49 (0) 89 82 99 33 66 or e-mail to info@sunnycars.de);
- ▶ and none of the exclusion criteria specified in section 6.3. are met:

a) The Customer must inform the office of the vehicle fleet provider at the destination in the event of an accident, the theft of or other damage to the rental vehicle.

b) If another party is involved in the accident or in the event that the vehicle is broken into or stolen, the Customer must call the police, who will issue a police report. The police report must be sent to Sunny Cars International GmbH. In the event of the vehicle being stolen, the Customer must file a report with the local police authority. If the police refuse to record the event of loss involving the rental vehicle at the location by issuing a police report or by making a criminal complaint, the Customer must document when, how and at what police station they reported it and which police official they spoke to, and must send this documentation to Sunny Cars International GmbH.

c) The Customer must produce a damage report (with photos if possible).

This damage report must be signed by the Customer and sent to Sunny Cars International GmbH without delay together with a copy of the (primary) rental agreement between Sunny Cars International GmbH and the vehicle fleet provider at the destination.

d) If separately requested to do so, the Customer must confirm to Sunny Cars International GmbH in writing or electronically that no proceedings relating to the committing of a crime or administrative offence have been instituted against them on account of the damage to the rental vehicle. If a claim is not made against Sunny Cars International GmbH by the vehicle fleet provider at the destination after Sunny Cars International GmbH has already billed the Customer for the deposit, Sunny Cars International GmbH will repay the corresponding amount to an account of the Customer. In this event, Sunny Cars International GmbH will ask the Customer for their bank account details.

6.3 Sunny Cars International GmbH will re-charge the deposit or the deductible retained by the local vehicle fleet provider at the destination to the Customer in the following cases:

a) damage resulting from failure to comply with the regulations of the Specific travel conditions, including in particular by driving on unsurfaced roads;

b) damage arising as a result of violations of the local road traffic rules, including in particular drink-driving, speeding, bans on overtaking or other wilful or grossly negligent behaviour;

c) if there are legal proceedings pending against the Customer on account of an event of loss involving the rental vehicle as a result of committing a crime or administrative offence or if such proceedings have ended finally and absolutely with a fine or other penalty;

d) if the settlement of the claim for damage to the rental vehicle is excluded under the terms and conditions of the car insurance taken out for the vehicle. On this account, the Customer must obtain information from Sunny Cars International GmbH or the vehicle fleet provider at the destination on these terms and conditions and the related exclusions.

e) misfuelling of the rental vehicle.

7. Services included

7.1 The services provided by Sunny Cars International GmbH to the Customer in accordance with the Agreement entered into between these parties include unlimited mileage, vehicle liability insurance in accordance with local regulations, fully comprehensive insurance (CDW), vehicle theft protection (TP), airport charges, airport tax, all local taxes at the time that the booking confirmation is issued and the additional services relevant to travel. Sunny Cars International GmbH's prices do not include the costs of any telecommunications incurred by the Customer in using the additional services relevant to travel. The same applies to any paid services that the Customer can book through the concierge service (e.g. restaurant or theatre bookings, etc.); such services must be paid by the Customer directly to the respective provider of the services booked.

7.2 In very rare cases, charges and taxes (i.e. airport charges, airport taxes or other taxes) can be subsequently introduced or increased in the period between the booking confirmation being issued, i.e. formation of the Agreement, and commencement of the Agreement, over which Sunny Cars International GmbH has no influence and that Sunny Cars International GmbH could not have predicted at the time that the Agreement was entered into with the Customer. In these rare cases, Sunny Cars International GmbH has the right to demand from the Customer these charges or taxes that have subsequently been introduced or increased in addition to the price shown in the Agreement if a period of no less than four months has elapsed between the time that the voucher was sent to the Customer and commencement of the Agreement. If Sunny Cars International GmbH exercises this right before the commencement of the Agreement and requests the payment of such charges or taxes,

the Customer has the right to declare in writing or electronically (e-mail to reservierung@sunnycars.de is sufficient) within two weeks of receiving the request for the increased amount from Sunny Cars International GmbH, though no later than the commencement of the Agreement, that the Customer is cancelling the Agreement. The Customer is then immediately refunded any payments already made on the Agreement; it is therefore essential that the Customer provides their bank details in any letter of cancellation. The Customer has no further claims in such event. The burden of proof that the requirements for the right to raise the price in accordance with this paragraph have been met lies exclusively with Sunny Cars International GmbH. If the Customer does not exercise their right of cancellation in good time, this is regarded as tacit consent to the price increase; in such event Sunny Cars International GmbH thus acquires an additional claim to payment by the Customer. In the event of any subsequent request for payment, Sunny Cars International GmbH will expressly and especially advise the Customer of this in writing or electronically.

7.3 Costs, taxes, airport taxes and charges for any agreements for additional services made by the Customer with the vehicle fleet provider in addition to the Agreement at the destination are not included in the price. The Customer enters into such agreements exclusively in their own name and independently of the Agreement. The Customer is expressly not granted power of attorney authorising agreements for additional services to be entered into in the name and for the account of Sunny Cars International GmbH.

7.4 Under certain circumstances, Sunny Cars International GmbH will not require the Customer to refund the deductible under fully comprehensive insurance and vehicle theft protection, even for damage to glass, roof, tyres, clutch and undercarriage including sump, in the event of loss or damage, even if the deposit paid by Sunny Cars International GmbH to the vehicle fleet provider on site is claimed (see section 6, Requirement for claims against the Customer by Sunny Cars International GmbH in the event that the deposit is retained).

7.5 Additional drivers are also included in the price at many local vehicle fleet providers with which Sunny Cars International GmbH works. Detailed information on this and on the respective destination area can be obtained from the respective travel agency or from Sunny Cars International GmbH on request and can be found in the Specific travel conditions.

8. Due date of invoice, price calculation, price changes

8.1 The invoice issued by Sunny Cars International GmbH is due 14 days before the agreed commencement of the Agreement. Any due date other than this is shown in the Special Terms and Conditions of Rental and in the respective invoice. The prices in offers are stated in euro (EUR and CHF for bookings made from Switzerland). The actual price calculation is subject to the chosen commencement of the Agreement, which is the rental date.

8.2 Prices are calculated on a daily basis and can be changed at any time before completing the booking without prior notice, but not with retroactive effect for agreements already entered into.

8.3 All prices are calculated on a 24-hour basis from the time that the vehicle is collected. This means that vehicles must be returned (typically where the vehicle was collected unless agreed otherwise with the vehicle fleet provider at the destination) on the return date by no later than the same time at which it was collected. In the event that the vehicle is returned late, the local rates and terms and conditions of the vehicle fleet provider at the destination, over which Sunny Cars International GmbH has no influence, apply. Any additional costs incurred as a result must be borne by the Customer. In the event that the vehicle fleet provider at the destination bills Sunny Cars International GmbH for these additional costs, Sunny Cars International GmbH has a claim to settlement of this payment by the Customer.

8.4 All prices are valid at the time of the Customer's enquiry. Prices or terms and conditions can be changed at any time and without prior notice for bookings that have not yet been confirmed by sending a voucher, i.e. until the Agreement is entered into. Furthermore, this does not affect the right to price changes in accordance with the regulations of section 7.2.

9. Rental by vehicle categories

The vehicle fleet providers at the destination have vehicle fleets with various models of comparable size and features, which are divided into vehicle categories. In accordance with the regulations of the Agreement, the Customer is therefore entitled to a vehicle from the selected vehicle category or higher, but not to a specific model of vehicle.

10. Contract documents

10.1 On entering into the Agreement, the Customer will receive a voucher and the Specific travel conditions, which also regulate the collection of the rental vehicle from the vehicle fleet provider at the destination. The Agreement between the Customer and Sunny Cars International GmbH is formed when the Customer receives and accepts the voucher together with the Specific travel conditions.

10.2 The voucher also contains a power of attorney issued by Sunny Cars International GmbH to the Customer that authorises the Customer to enter into a (primary) rental agreement with the vehicle fleet provider at the destination in the name of Sunny Cars International GmbH for the service indicated in the Agreement, the voucher and the Specific travel conditions. Bookings and confirmations are valid for a specific vehicle category, not for a specific vehicle model. The lessors maintain vehicle fleets of various models of comparable size and features. The lessors therefore reserve the right to provide a vehicle of equivalent or higher quality.

11. Subsequent amendments to the Agreement

11.1 If the Customer subsequently wishes to have changes made to the Agreement, e.g. the rental or return date, the vehicle category, the place where the vehicle is to be collected or returned, this change must be requested from (if necessary through the competent travel agency) and confirmed by Sunny Cars International GmbH or its commercial agent Sunny Cars GmbH. If such changes are not confirmed, the Customer alone bears any consequences. Such consequences can be that vehicle fleet provider at the destination makes claims for payment by the Customer. In such cases, Sunny Cars International GmbH is not liable for any inconvenience or additional costs incurred by the Customer.

11.2 Sunny Cars International GmbH and the local vehicle fleet providers must be notified without delay of changes that jeopardise the planned collection of the vehicle, such as a change of arrival time at the collection point, e.g. as a result of a change of flight departure time, industrial action, or natural disasters, etc. (by post to Sunny Cars International GmbH, Paul-Gerhardt-Allee 42, 81245 Munich, Germany, or by fax to +49 (0) 89 82 99 33 66 or by e-mail to info@sunnycars.de). Please note: The availability of the vehicle can no longer be guaranteed if the vehicle is not collected at the agreed time, as local vehicle fleet providers reserve the right to rent the rental car to other customers. The Customer is not entitled to a refund in such event. You are entitled, however, to prove to Sunny Cars International GmbH that lesser or no damage has been incurred by the failure to collect the vehicle.

11.3 In the event that the Customer returns the vehicle late, the length of the delay will be billed based on the local rates and the terms and conditions of the vehicle fleet provider at the destination, over which Sunny Cars International GmbH has no influence. The Customer must indemnify Sunny Cars International GmbH in respect of the vehicle fleet provider at the destination against the resulting amount or compensate Sunny Cars

International GmbH for this amount if it has paid this in advance.

12. Cancellation/termination of the Agreement, exclusion of termination

12.1 Any cancellation/termination of the Agreement must be made in writing or electronically and must be received by Sunny Cars International GmbH, Paul-Gerhardt-Allee 42, 81245 Munich, Germany, (by fax to +49 (0) 89 82 99 33 66 or e-mail to info@sunnycars.de) during office hours (see section 14.2). Other cancellations/terminations, e.g. through the tour operator or through the vehicle fleet provider at the destination, will not be recognised.

12.2 The cancellation/termination fees in the event of termination by the Customer, the cause of which cannot be attributed to Sunny International GmbH, are:

- ▶ up to 5 days before the rental date:
EUR 25 (CHF 50 for bookings made from Switzerland)
- ▶ within 4 days before and up to the time of rental:
EUR 50 (CHF 100 for bookings made from Switzerland)

The Customer is entitled, however, to prove to Sunny Cars International GmbH that lesser or even no damage was incurred.

12.3 Cancellation/termination is no longer possible after the planned commencement of the Agreement; the vehicle rental price is incurred as per the booking. The Customer is entitled, however, to prove to Sunny Cars International GmbH that lesser or even no damage was incurred.

12.4 Section 580a of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) does not apply to the Agreement between Sunny Cars International GmbH and the Customer.

13. Cancellation protection

The Customer has the option of entering into an agreement for favourably priced cancellation protection. This covers the charges for cancellation/termination incurred up to no later than the commencement of the Agreement. Cancellation/termination is no longer possible after the vehicle has been collected from the vehicle fleet provider at the destination. The price of the cancellation protection is EUR 0.50 (CHF 1.00 for bookings made from Switzerland) per rental day with a minimum charge of EUR 3.50 (CHF 7.00 for bookings made from Switzerland). The cancellation protection must be agreed together with the Agreement. An agreement for cancellation protection cannot be entered into at a later date. No reasons have to be indicated for the cancellation/termination.

14. Booking errors and customer service

14.1 If any difficulties arise with the vehicle booking, the Customer should contact the competent travel agency, Sunny Cars GmbH or Sunny Cars International GmbH (by post to Sunny Cars International GmbH, Paul-Gerhardt-Allee 42, 81245 Munich, Germany, by phone on +49 (0) 89 82 99 33 900, by fax on +49 (0) 89 82 99 33 66 or by e-mail at info@sunnycars.de) without delay so that assistance can be provided and the proper processing of the booking can be ensured.

14.2 If the Customer is unable to contact Sunny Cars GmbH or Sunny Cars International GmbH outside business hours in the event that the booking is incorrect or a booked vehicle is not available, the Customer must minimise any losses that could be incurred on account of the incorrect booking. If it becomes necessary to rent a replacement vehicle, Sunny Cars International GmbH will bear the additional costs incurred as a result, but only when renting a vehicle in a category that is the same as the category booked with Sunny Cars International GmbH. Sunny Cars GmbH or Sunny Cars International GmbH must be informed of this without delay when business hours resume. They can be contacted 365 days a year at the following times:

Mon - Fri from 9.00 a.m. to 8.00 p.m.

Sat/Sun and public holidays from 10.00 a.m. to 6.00 p.m.

Christmas Eve and New Year's Eve from 9.00 a.m. to 2.00 p.m.

Christmas holidays from 11.00 a.m. to 4.00 p.m.

14.3 If the Customer fails to inform Sunny Cars GmbH or Sunny Cars International GmbH of an incorrect booking or similar, they must bear the resulting losses themselves. The limitation of liability defined under "Liability" also applies to incorrect bookings.

15. Age and driving licence requirements on the part of the Customer/driver

15.1 The minimum age of the driver of a rental vehicle is between 21 and 25 in most countries, but it can also be older for higher vehicle classes. In some destination areas, the minimum age can be reduced by the payment of an additional charge. There can also be a maximum age depending on the destination area. The driver must have been in possession of a valid Class 3/Class B (European standard) driving licence or an equivalent driving licence for no less than one year, or two years in some countries; the driver must present the original driving licence together with a valid passport or identity card to the vehicle fleet provider on site. Note: driving licences of the former German Democratic Republic are no longer accepted everywhere.

15.2 The Customer will be informed of the regulations applicable to their booking by the Specific travel conditions when the booking is made, i.e. when the Agreement is entered into.

16. Special accessories/extras

Roof racks, child seats, snow chains, GPS, etc., can be requested for many locations. Customers themselves are responsible for asking the competent travel agent, Sunny Cars GmbH or Sunny Cars International GmbH about the fees, country and, where applicable, airport taxes and charges that they must also pay.

Additional costs of this kind to be borne by the Customer are not included in the price lists of Sunny Cars International GmbH and are not a component of the Agreement between the Customer and Sunny Cars International GmbH, unless the Customer has expressly requested this from Sunny Cars GmbH or Sunny Cars International GmbH in good time before the commencement of the Agreement and has received confirmation. The safety standard for child seats, especially in southern countries, is not necessarily the same standard as in Germany.

17. Fuel policy

The Customer must comply with the fuel policy (collection/return) specified by the vehicle fleet provider at the destination; this policy will also be described in the Specific travel conditions.

18. Liability

18.1 Sunny Cars International GmbH assumes no liability if the collection of the booked rental car does not take place on site for reasons that lie in the person of the Customer and for which Sunny Cars International GmbH is not responsible. Such reasons include for example: presentation of a driving licence that is no longer valid or failure to present a driving licence; presentation of a driving licence that does not fulfil the local requirements for driving licences at the destination; non-compliance with regulations governing minimum or maximum age.

18.2 Any liability of Sunny Cars International GmbH for the loss of items stolen from the rental vehicle is excluded. The same applies in the event of damage to or loss as a result of an accident and to other costs that may be incurred as the result of an accident (hotel expenses, telephone charges, taxi fares, costs for renting a replacement car, damage to or loss of private effects, etc.).

18.3 In all other respects, Sunny Cars International GmbH is liable for the compensation of damages without limitation only in the event of wilful intent or gross negligence on its part. Sunny Cars International GmbH is liable for simple negligence only, and for an amount limited to the foreseeable losses typical of this type of contract, if it breaches a duty, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). In the event that performance is impossible from the outset, Sunny Cars International GmbH is only liable if it was aware of the impediment to performance or its lack of awareness is due to gross negligence.

18.4 The above limitations or exclusions of liability do not apply to losses arising from injury to life, limb or health for which Sunny Cars International GmbH is responsible.

18.5 If Sunny Cars International GmbH's liability is excluded or limited, this also applies to the personal liability of its executive bodies, employees, workers, personnel, representatives and vicarious agents.

19. Choice of law

The contractual relationship between the Customer and Sunny Cars International GmbH is subject to German law; the UN Convention on Contracts for the International Sale of Goods does not apply.

20. Data protection clause

20.1 Sunny Cars International GmbH is a controller as referred to by data protection law. Personal data of the Customer are collected, processed and used by Sunny Cars International GmbH for the purposes of forming, executing or terminating the Agreement. The data are only disclosed to third parties if this is necessary for the fulfilment of the Agreement. Any further use requires the legal permission or prior consent of the Customer.

20.2 In accordance with Article 21(2) GDPR, the Customer can notify Sunny Cars International GmbH (the controller as referred to by the GDPR) of its objection to the processing of their data for direct marketing at any time. Objections must be sent to: Sunny Cars International GmbH, Paul-Gerhardt-Allee 42, 81245 Munich, Germany, or by e-mail to info@sunnycars.de or by fax to +49 (0) 89 82 99 33 66.

21. Procedure for out-of-court dispute resolution

Regardless of whether we participate in the alternative dispute resolution process, we are legally required to advise you of the following: The European Commission has provided a platform for out-of-court dispute resolution since 15 February 2016. This gives consumers the opportunity to resolve disputes relating to online purchases without going to court. The dispute resolution platform can be accessed using the external link <http://ec.europa.eu/consumer/odr>. In this context we are also required by law to provide you with our e-mail address. It is: info@sunnycars.de.

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