

## General Travel Terms & Conditions of Sunny Cars B.V.

### 1. Services by Sunny Cars B.V.

Sunny Cars B.V. is one of the leading companies in its segment of the tourism sector and provides travel services world-wide for satisfied holiday-makers, i.e. private individual interested in rental car holidays (referred to below as "Customers"). In addition to vehicle rental, Sunny Cars B.V.'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 B.V. offers its services on the basis of these General Travel Terms and 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 B.V. and the Customer; special rules if the "No Deposit" option is selected by the Customer upon booking

**2.1** Sunny Cars B.V. and the Customer enter into an agreement for the hire of a rental vehicle and the provision by Sunny Cars B.V. 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 sight-seeing, 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 B.V. and the Customer are referred to below as the "Agreement".

**2.2** By sending their booking data (including desired place of rental, desired category of vehicle [see section 9 of these General Travel Terms and Conditions], desired rental period and possible selection of the "No Deposit" option), the customer submits a legally binding offer to enter into an agreement between themselves and Sunny Cars B.V. The Agreement between Sunny Cars B.V. and the Customer is formed when the contract documents are sent to the Customer pursuant to section 10 along with the corresponding booking confirmation by Sunny Cars GmbH, which serves as Sunny Cars B.V.'s commercial agent with authority to contract. If the "No Deposit" option is selected, the Customer's booking is not confirmed and an Agreement is not formed until after the Customer has sent their personal data following separate request by Sunny Cars GmbH, has confirmed their agreement to these General Travel Terms and Conditions and has confirmed they accept any liability to pay damages to Sunny Cars B.V. pursuant to section 6.3 of these General Travel Terms and Conditions in the event the deposit is utilised by the vehicle fleet provider.

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 B.V. 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 the rental vehicle, Sunny Cars B.V. uses a suitable vehicle fleet provider at the Customer's destination. Sunny Cars B.V. thus hires a rental vehicle at the Customer's destination from its chosen vehicle fleet provider by way of its own rental agreement. By way of the Agreement, the vehicle hired by Sunny Cars B.V. is subleased by Sunny Cars B.V. to the Customer. The Agreement between Sunny Cars B.V. and the Customer is finalised in the sublease section, e.g. for a specific rental vehicle, at the same time that the rental agreement (Primary Rental Agreement) is entered into between Sunny Cars B.V. 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 B.V. 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 B.V. 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 B.V. 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 B.V. by telephone in order to fulfil their statutory duty to mitigate losses. 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. Validity of 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 type and the amount of 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 B.V. 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 B.V. before submitting the booking.

### 5. Deposit, payment by credit card and PIN, credit limit; special rules in the event the "No Deposit" option is selected by the Customer

**5.1** Sunny Cars B.V. and the Customer agree that the Customer must pay a deposit in order to take possession of the rental vehicle. For simplicity's sake, the Customer will pay this deposit directly to the vehicle fleet provider at the destination pursuant to the rules in sections 5.2 through 5.4 (inclusive), provided that the Customer has not chosen the "No Deposit" option upon booking.

If the Customer has selected the "No Deposit" option when entering into this Agreement, Sunny Cars B.V. will pay the deposit required by the vehicle fleet provider at the destination in advance for the customer so that the vehicle fleet provider at the destination will not require a deposit from the Customer; sections 5.2 through 5.4 (inclusive) do not apply in these cases. However, special reference is made to any liability on the

part of the Customer to pay damages under section 5.5 in the event that the deposit provided for the Customer by Sunny Cars B.V. is retained.

**5.2** The deposit is typically (not when the “No Deposit” options is selected) paid by presenting a valid credit card and entering the PIN number; sometimes it is also possible to pay the deposit in cash (partly in the national currency). The Customer is advised in the Specific Travel Conditions of the deposit required in their particular case.

**5.3** If the Customer is required to pay the deposit by credit card (usually the case), they must have the allocated PIN on hand to enable electronic credit card use at a POS terminal. Manual credit card use is not permitted.

**5.4** The Customer must also ensure that the credit card has a sufficient (or remaining) credit limit when paying the deposit so that the deposit can be charged/allocated. The Customer is advised that the deposit reduces the credit limit of their credit card accordingly until it is reimbursed/leased.

**5.5** Special rule only when the “No Deposit” option is selected: In the event that the vehicle fleet provider at the destination utilises the deposit paid by Sunny Cars B.V., Sunny Cars B.V. will review the Customer’s liability to pay damages under the rules in section 6 of these General Travel Terms and Conditions and enforce it in accordance with section 6.3, if applicable.

## **6. Consequences of vehicle damage or loss of the vehicle; rights and obligations of Sunny Cars International GmbH and the Customer in this context**

**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 the Customer or – if the “No Deposit” option is selected – paid for the Customer by Sunny Cars B.V. 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 Specific Travel Conditions. The Customer has the right to prove that no damage – or simply less damage than was retained or charged – was caused as a result of the incident that led to the deposit being retained.

**6.2** In such cases, Sunny Cars B.V. will compensate the Customer for the deposit that has ultimately been retained by the vehicle fleet provider or billed to Sunny Cars B.V., i.e. it will reimburse the amount retained or charged if the deposit is paid by the Customer or not-recharge the deposit to the Customer if the “No Deposit” option is selected by the Customer upon booking, 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 or – if the “No Deposit” option is selected – for the costs to be assumed, 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 automatically send Sunny Cars B.V. the documents specified below (by post to Sunny Cars B.V., 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 shall immediately inform the office of the vehicle fleet provider at the destination in the event of an accident, the theft of the rental vehicle or other damage to it.

b) If another party is involved in the accident or in the event of a break-in into the vehicle or theft, 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 theft of the vehicle or if the vehicle is broken into, a criminal complaint must be made at the responsible police station. 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 B.V.

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 B.V. without delay together with a copy of the (Primary) Rental Agreement between Sunny Cars B.V. and the vehicle fleet provider at the destination.

d) If separately requested to do so, the Customer must confirm to Sunny Cars B.V. 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.

e) The following rules additionally apply for cases in which the “No Deposit” option was not selected by the Customer and the Customer paid the deposit to the vehicle fleet provider itself:

- ▶ Sunny Cars B.V. must be provided with proof of payment showing that the deposit was paid by the Customer in cash or by credit card and that it was retained by the vehicle fleet provider at the destination or has been charged to the Customer’s credit card.

- ▶ The Customer must provide Sunny Cars B.V. with its bank details for the purpose of reimbursement.

- ▶ If the vehicle fleet provider at the destination pays the Customer back in full or in part for amounts that were initially retained after Sunny Cars B.V. has compensated the Customer for the amount retained in accordance with the above, the Customer is required to automatically transfer the relevant repayment to Sunny Cars B.V. at the following bank account:

UniCredit AG  
 IBAN: DE64 7002 0270 0015 5468 28  
 Account holder: Sunny Cars B.V.  
 BIC: HYVEDEMMXXX  
 Reference: Res. no.: xxxxxxxxRC

**6.3** Reimbursement by Sunny Cars International GmbH of the retained deposit/deductible is excluded in the following cases or the Customer must compensate Sunny Cars B.V. for the deposit or deductible retained by the local vehicle fleet provider as a result of the Customer’s having selected the “No Deposit” option upon booking:

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 B.V. 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 B.V.'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 B.V. has no influence and that Sunny Cars B.V. could not have predicted at the time that the Agreement was entered into with the Customer. In these rare cases, Sunny Cars B.V. 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 B.V. 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](mailto:reservierung@sunnycars.de) is sufficient) within two weeks of receiving the request for the increased amount from Sunny Cars B.V., 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 with Sunny Cars B.V. 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 B.V. thus acquires an additional claim to payment by the Customer. In the event of any subsequent request for payment, Sunny Cars B.V. 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 B.V.

**7.4** The services provided by Sunny Cars B.V. to the Customer in accord-

ance with the Agreement entered into between these parties also include compensating or (if the "No Deposit" option is selected by the Customer) not charging any deposit retained or deductible charged by the vehicle fleet provider under the circumstances stipulated in section 6 of these General Travel Terms and Conditions.

**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 B.V. 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 B.V. is due 14 days before the agreed commencement of the Agreement. Any due date other than this is shown in the Specific Travel Conditions 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 B.V. 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 B.V. 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** After booking, 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.

**10.2** The voucher also contains a power of attorney issued by Sunny Cars B.V. 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 B.V. for the service indicated in the Agreement, the voucher and the Specific Travel Conditions. Bookings and confirmations are valid for a specific vehicle category (see section 9 of these General Travel Terms and Conditions), 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 B.V. 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 B.V. is not liable for any inconvenience or additional costs incurred by the Customer.

**11.2** Sunny Cars B.V. 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 B.V., 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 booked 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 B.V. that less damage was incurred due to failure to collect the vehicle or that the damage incurred was less than the forfeited rental price.

**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 B.V. has no influence. The Customer must indemnify Sunny Cars B.V. in respect of the vehicle fleet provider at the destination against the resulting amount or compensate Sunny Cars B.V. for this amount if it has paid this in advance.

**11.4** There is no claim for compensation in the event that the rental vehicle booked is returned early, collected later or not used.

## 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 B.V., 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 cancellation/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 to prove to Sunny Cars B.V. that the Customer's cancellation/termination did not incur any damage or that the damage incurred was less than the fee.

**12.3** Cancellation/termination is no longer possible after the confirmed duration of the agreement starts; the vehicle rental price is incurred as per the booking. The Customer is entitled to prove to Sunny Cars B.V. that the Customer's cancellation/termination did not incur any damage or incurred less damage than the forfeited price.

**12.4** Section 580a of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) does not apply to the Agreement between Sunny Cars B.V. 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. Incorrect bookings, service disruptions concerning the rental vehicle or the additional services relevant to travel, Customer's duty to mitigate losses

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

**14.2** If the Customer is unable to contact Sunny Cars GmbH or Sunny Cars B.V. outside business hours in the event that the booking is incorrect or a booked vehicle is not available or when using the vehicle they rented or in conjunction with the additional services relevant to travel, the Customer must minimise any losses that could be incurred due to the service disruption. If it becomes necessary to rent a replacement vehicle, Sunny Cars B.V. will bear the additional costs incurred as a result under the circumstances and within the limits of the rules in sections 14.3 and 18 of these General Travel Terms and Conditions (Liability), but only when renting a vehicle in a category that is the same as the category booked with Sunny Cars B.V. Sunny Cars GmbH or Sunny Cars B.V. 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 B.V. of an incorrect booking or any other service disruption or similar, they must bear the resulting losses themselves to the extent that the damage could have been prevented by prompt notification. The limitation of liability defined under "Liability" (see section 18) applies.

## 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 B.V. 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 B.V. and are not a component of the Agreement between the Customer and Sunny Cars B.V., unless the Customer has expressly requested this from Sunny Cars GmbH or Sunny Cars B.V. 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 B.V. 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 B.V. 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; non-compliance with credit card obligations in some destinations (see "Deposit" and the Specific Travel Conditions).

**18.2** Any liability of Sunny Cars B.V. 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 B.V. is liable for the compensation of damages without limitation only in the event of wilful intent or gross negligence on its part. Sunny Cars B.V. 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 that must first be met in order to even allow for proper performance of the Agreement and that the contract partner may routinely trust will be fulfilled (cardinal obligation). In the event that performance is impossible from the outset, Sunny Cars B.V. 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 B.V. is responsible.

**18.5** If Sunny Cars B.V.'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 B.V. is subject to the law of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods does not apply.

#### 20. Data protection clause

**20.1** Sunny Cars B.V. 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 B.V. (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 B.V., Paul-Gerhardt-Allee 42, 81245 Munich, Germany, or by e-mail to [info@sunnycars.de](mailto: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](mailto:info@sunnycars.de).

#### Last updated:

October 2021

*These translations of the General Travel Terms and Conditions are for service purposes only, but have been carefully composed with the best intentions and scope. In case of any (legal) dispute, the text and all legal implications of the applicable German Travel Terms and Conditions will prevail under all circumstances.*