



## GENERAL RENTING CONDITIONS

**EUrent Autókölcsönző Kft.** (address: 1238 Budapest, Szentlőrinci u. 195853. hrsz.) (hereinafter referred to as Lessor) rents to Renter the vehicle described overleaf with the following terms and conditions („GRC”), and with the tariffs described overleaf:

### 1. Definitions

**Accident:** A sudden direct exterior mechanical force or event that causes such damage that the vehicle has to be repaired.

**Renter:** The party/person with whom the Lessor concludes the GRC.

**User of the vehicle:** Any person who uses the vehicle on behalf of the Renter. The vehicle may be driven by the person(s) indicated in the contract (or in the attachment thereof). The Renter is liable for the behaviour of the user of the vehicle and for all the damages caused by the user of the vehicle except where there parties agreed otherwise.

**Tire damages:** Damages of the tires due to which the tires have to be repaired or replaced.

**Damage deriving from theft:** Damage deriving from stealing, robbery or arbitrary taking of the vehicle and all the damages occurred during the period of unauthorized use. Such damage may be, in particular, the stealing of the parts and accessories of the vehicle, including the damage occurred from the attempt to steal even if the vehicle is found.

**If GRC mentions the Renter, the given provision shall be also applicable to the User of the vehicle.**

### 2. The take-over, use and return of the vehicle

**By the take-over** Renter shall examine the condition of the vehicle. If the Renter notices any kind of damage of the vehicle, Renter shall inform the co-worker of the Lessor about this fact immediately and ensure that the damage got documented in writing or in any other form (photograph). Renter is liable for the damages resulting from the failure of such notification.

During the **use of the vehicle** the Renter is obliged to:

- comply with all the domestic and foreign rules, regulations of official authorities, for example road traffic regulations and parking rules;
- use, handle and preserve the vehicle, its parts and accessories carefully in accordance with the user manual of the vehicle;
- carefully handle and protect the documents handed over by Lessor from damages;
- protect the vehicle in all the available ways from stealing such as locking the vehicle when it is not in use, no matter how short the non-use period is, not leaving any valuable in the vehicle, parking in a guarded/watched or enclosed spaces if possible. Renter also shall act with due care and diligence in every situation.

#### **Not allowed uses of the rented vehicle:**

- use for load transport, except for small commercial vehicles;
- use for racing or for preparing to races (training);
- use for towing other vehicles (except when it has been rented expressly for the purpose of towing);
- use if the coolant is frozen or the engine oil is lost; or in the event of any other operational failure;
- driving under the influence of alcohol, drugs or narcotics, or allowing to drive the vehicle by a person under the influence of such drugs. It is also forbidden to smoke in the vehicles;
- use in the following countries without Renter's prior written approval: Bulgaria, Greece, Turkey, Albania, former soviet states (except Lithuania, Estonia, Latvia), former Yugoslavian states (except Slovenia and Croatia).

If the Renter uses the vehicle for committing a crime and the competent authority seizes the vehicle, this constitutes such a material breach of contract on the Renter's side that the Lessor is entitled to terminate the contract with immediate effect. In case the authority ordering the seizure releases the vehicle from seizure, Renter shall not be entitled to further use of the vehicle. Renter is obliged for the payment of the rent until the return of the vehicle by the authority.

Renter shall **return** the vehicle and its accessories at the place and time indicated in the single rental contract under "Agreed place and time of returning" heading, during regular working hours, in a condition identical to the receipt condition except for normal wear and tear. If Renter had used the vehicle in a way that is contradictory to this contract or had returned it in an unnaturally soiled state – especially in case of traces of smoking in the vehicle, which requires the complete cleaning of the vehicle – Renter shall pay for all the related costs and damages.

Renter acknowledges that in case Renter returns the rented vehicle at the end of the rental period out of opening hours, Lessor shall charge EUR 50 out of office hours fee, and the vehicle's status will be inspected and the contract will be closed on the working day following the day of the vehicle's return. Renter may be present at this occasion. If the Renter cannot be present at the inspection, Renter shall take photographs of every side of the vehicle and from the odometer at the time of the return in the way that the number of the parking plot (where the rented vehicle parks) **and** the plate number of the vehicle parking next to the rented vehicle can be clearly recognized. If the Renter fails to take photographs, Renter has no right to contest the photographs and the report of the inspection, which will be sent to Renter via e-mail or registered mail upon request.

Renter acknowledges that Renter has payment obligation and liability to pay damages for any claims determined during the inspection made in Renter's absence, and Lessor is entitled to collect such amounts from Renter in ways identical to those of the collection of the rental fee, even following the termination of the contract. If the Lessor claims for compensation, Renter has the right to challenge the damages within 3 days from the receipt of the report and the photographs of the inspection solely in the possession of Renter's own photographs of the vehicle.

### 3. Rental fee, other fees and deposit

The tariffs of the rental are determined in the single rental contract based on single tariffs unless otherwise agreed upon by the parties. Credit and/or debit cards must be valid for the whole duration of the rental plus at least 2 months.

Upon the conclusion of the contract Renter shall pay **rent guarantee** in accordance with the contract. The rent guarantee shall serve as a security to cover damages or outstanding debts caused by the Renter to the Lessor. Lessor is not obliged to pay back the rent guarantee until there is any open question regarding damage liability or there is other outstanding debt of Renter. Lessor shall not pay interest after the rent guarantee. In case of credit card payment the amount of the rent guarantee will be



pre-authorized on Renter's account with Renter's consent on the basis of a prior permission request sent to Lessor's accepting bank. If the rent guarantee is not used, Lessor shall, upon the termination of the rental contract notify the bank in writing to release the pre-authorized amount. Lessor has no obligation related to the pre-authorized amount or any other banking matter other than initiating the release of the pre-authorized amount. If – in case of returning the vehicle abroad or in Hungary – Renter does not return the vehicle at the office indicated in the "Agreed place and time of returning" heading or if Renter returns it there but this office is not the same as where Renter rented the vehicle from, then Renter shall pay a re-transportation fee and a penalty on the basis of the actual tariffs, calculated from site to site.

The rental fee includes the following:

- fee of the compulsory insurance;
- costs of all the Hungarian highways without any limitation;
- costs of repairs (except for repairs resulting from damages caused by the Renter), maintenances being compulsory or resulting from normal wear and tear; and lubricant refills.

All other costs incurred during the period of the rent (fuel, parking, tolls etc.) shall be borne by Renter. If Renter does not return the vehicle with a full fuel tank, Lessor shall charge a refuelling service fee. The refuelling service fee is higher than the actual fuel price. Renter explicitly consents and also acknowledges that the Lessor is entitled to enforce the payment of the parking tickets, costs of traffic infringements and the costs of accidental damages (fines, surcharges, administration fees etc.) and other administration fees from Renter in ways identical to those of the collection of the rental fee even after the termination of the contract.

For a booking with payment at the rental location, cancellation is free of charge up to the time of pick-up. For bookings paid online, cancellation is free of charge up to 48 hours before the start of the rental day. For cancellations made later than this, a cancellation fee of EUR 50 is payable. In both cases if you failed to collect the vehicle in due time, we will charge you a "no show" fee of EUR 95 as contractual penalty. This amount will be charged either in local currency or in your card billing currency, where applicable and at the exchange rate conditions valid at time of transaction.

#### 4. Rental period

The minimum rental period is one day. One rental day consists of 24 hours starting at the time of the vehicle's receipt indicated in the single contract, unless otherwise agreed upon by the parties. An additional rental day shall be charged if the vehicle is returned thirty minutes later than the expiry of the rental period (taking into consideration its starting hour). If Renter intends to continue using the vehicle, this intention shall be communicated personally to Lessor at least 24 hours before the expiry of the rent, with the payment of any necessary rent guarantee. Lessor is not obliged to extend the rent. In case of a renting period of more than 30 days, a new rental contract can be concluded on the day of the expiry of the contract if the vehicle is presented to Lessor.

If Renter breaches the rental contract or if Renter fails to return the vehicle within 24 hours from the time of expiry of the rent without a good reason or Renter fails to settle any outstanding debts towards Lessor in spite of Lessor's written notice, Lessor is entitled to terminate the contract with immediate effect and/or to take back the vehicle from Renter, using force, if necessary. If Renter does not return the vehicle within 24 hours from the expiry of the rental, Lessor may rightfully presume that Renter had committed the crime of embezzlement according to the Criminal Code and Lessor is entitled to report Renter to the police or to have the vehicle searched for.

#### 5. Liability for damages

a) Renter shall pay **full compensation** up to the value of the vehicle in case of breaching the GRT and especially in the following cases:

- neglectful or unprofessional operation or overloading of the vehicle;
- the vehicle was not refilled with the proper quality of fuel;
- neglectful guarding, storing or leaving of the vehicle;
- in case of a lorry the overloading of the load area or damages to the load area;
- any damages of the vehicle which were not caused by an accident;
- any loss of parts or accessories;
- in case of Renter fails to report the status of the odometer monthly if the duration of the rent is more than 30 days long;
- any damages resulting from failure to lock the vehicle before it was left alone or from parking it without observing all relevant regulations;
- Renter shall be responsible for all theft or partial theft damage to the vehicle (if the vehicle is found), its parts or accessories if Renter has left any keys or documents of the vehicle or any documents suitable for proving to the authorities the vehicle's ownership or Renter's right to use it in the vehicle;
- any act or behaviour of Renter or Renter's contributor that will exclude or limit the insurer's payment for the damages.

b) **In case of any damage in the vehicle (not enumerated in point a)**, the Renter or the User of the vehicle shall bear the excess, except, the other party admits his/her liability for the accident. In case of high-value damage (gross value of the damage is more than 1.200.000 HUF), the amount of the excess is 10%. By decision of the Lessor, the damage is calculated by Audatex calculation or based on the invoice issued on the repair by a partner car service of the Lessor. Renter accepts the offer for the repair of the partner car service. The amount of the excess can be deducted to the half by paying the corresponding daily insurance fee (Super CDR), and the Renter may be exempted from the payment of the excess in case of paying the corresponding daily insurance fee (Super CDR Plus).

The insurance does not cover damages of the windscreen, tires and the interior of the vehicle. In case of such damages the excess is the overall value of the damage. In case of windscreen damage the excess rate is HUF 35.000.

Renter shall be obliged to pay the amount of the applicable excess if the **vehicle is stolen** (and it is not found).

In the cases above the basis for the calculation of the excess and that of the liability rate for the damages is the gross purchase price of the vehicle. In case of total theft of the vehicle, the Lessor is entitled to collect the value of refuel service based on the police report, as the vehicle was handed over to the Renter with full tank. The amount of the excess can be deducted to the half



by paying the corresponding daily insurance fee (Super Theft Protection). The acting against the insurer and the thief of the vehicle are the Lessor's duty and Lessor shall bear its costs.

#### **6. The repair of the vehicle, guarantee**

When the odometer reaches the value indicated in the "Revision" heading of the contract, Renter shall have a technical revision of the vehicle at the place and time indicated by the Lessor. If the revision is delayed or omitted Renter shall pay the actual km fee as contractual penalty. In addition to contractual penalty, Lessor shall be entitled to demand payment for damages not covered by the contractual penalty in case the vehicle loses its guarantee. The actual km fee is available at the rental station and on [www.europcar.hu](http://www.europcar.hu) website.

**In case of a technical fault** Renter is obliged to:

- ask for the proper measures in Budapest at phone number (1) 421 8333 on workdays and at phone number (1) 421 8370 on weekends and public holidays;
- take the vehicle to the nearest service where Renter may have the vehicle repaired without Lessor's prior approval if the repair costs do not exceed HUF 20.000, in case the default occurs outside Budapest;
- submit the request for towing or a replacement vehicle in case of an irreparable fault, or in case of an accident to submit the request for towing at the renting office by phone or fax. The Renter can receive the replacement vehicle on the next day during the working hours of the office.

In case of repair, Renter shall ask for the replaced part(s) from the service, which shall be kept and at the time of the vehicle's returning shall be handed over at the renting office by Renter. In the event of failure to do so, Renter shall bear the repair costs. If Renter has paid for the repair in cash Renter shall hand over the invoice (including VAT amounts, and the value shown by the odometer). On the basis of this invoice the renting office will pay the invoice amount or – if Renter is a legal entity – transfer the amount to Renter's account.

#### **7. Cooperation between the Parties**

In case of **accident where somebody was injured or when material damages occurred** Renter shall call the police. If the vehicle is broken into, vandalized or stolen Renter shall report it to the police personally and shall hand over one copy of the relevant document (report, confirmation sheet, etc.) at the renting office. In case of accident Renter shall continue to act with due care, shall do everything in order to clarify the case, and shall try to obtain all possible data of the persons/vehicles involved in the accident (e.g. vehicle license plate number, name and address of the owner/driver, name and address of the witnesses, site drawing, perhaps photographs). Renter has no right to agree in settlement and may not make any admitting statements against Lessor. All traffic events related to the vehicle (light crashes, glass damages, loss of vehicle, etc.) and parking offences committed with the rented vehicle (imposition of traffic fine, demand for payment of additional parking charge etc.) shall be reported to the renting office within 24 hours. In case of accident or technical fault Renter shall – after prior agreement, at Lessor's cost – ensure the vehicle's safe placement and guarding.

#### **8. Miscellaneous provisions**

Renter agrees that **his/her data will be managed by the Lessor** within the scope of the law and if necessary, - when administrative penalty is imposed, parking fees, and/or additional parking charges are to be collected or data of a traffic offender are requested by the authority – be provided for the competent party. Lessor shall not be responsible in any way for the damage or loss of objects or **valuables placed in the vehicle** by Renter. Lessor shall not be responsible for any direct or indirect damages sustained by Renter caused by the failure of the vehicle. In case of the vehicle's failure Lessor shall pay one day's accommodation allowance (up to an amount equal to 50 euros) and one day's daily allowance (up to an amount equal to 25 euros) to Renter to cover his/her direct damages.

Lessor is entitled to sell not only its own services but also the services purchased by itself in an unchanged form, as mediated services.

In the event of any delay in Renter's payment, Renter shall pay to Lessor the default interest according to Act V of 2013 on the Civil Code and, if Renter is a commercial entity, also EUR 40 collection flat charge. Lessor may derogate from the settlement sequence provided by the Civil Code.

For all matters not dealt with in this GRC the regulations of the Civil Code shall apply. In case of legal dispute Parties accept the exclusive authority of Budapest II. and III. District Court.

Parties have read and understood this GRC and have signed it as one meeting their intentions fully. By signing this GRC Renter accepts the legal consequences arising from the GRC and acknowledges taking over the vehicle with all accessories required by Hungarian regulations, a full gas tank, completely filled with coolant and lubricants.