

## **RENTAL TERMS AND CONDITIONS**

### **General terms and conditions**

The Rental Contract has been concluded between, on the one part, Ottó Horváth Private Entrepreneur (Site: 9022, Győr, 53 Árpád Street, Office: 9023, Győr, 14 Bartók B. Street), hereinafter referred to as *Rental Company* and on the other part, hereinafter referred to as *Renter*, regarding the vehicle indicated in the Rental Contract according to the terms and conditions below. The Renter shall mean one or several persons signing the present Contract and they shall be jointly and severally bound to fulfill the obligations referred to in the Rental Contract. The Contracting Parties shall mutually engage themselves to respect the conditions stipulated in the Rental Contract. By signing the Contract, the Renter or his/her representative shall certify, confirm and take cognizance of the content of the present Contract. After receiving the Rented Car, the Renter shall be obliged to apply directly to the Rental Company for any requests or complaints. The prevailing valid price list of the Rental Company is an inseparable part of the Contract. Any declaration concerning the Rental Contract – including the exceptions contained therein – can be validly made only in writing. The contractual incorporation of any untrue or false data shall entail full indemnification obligation. In case of the infringement of any provisions of the Contract by the Renter or the user of the vehicle, the Rental Company shall be entitled to terminate the Contract with immediate effect. The provisions of the Rental Contract shall remain valid in case of providing a replacement car as well.

### **Use of the Rented Car**

The Renter or the person indicated in this Contract must present a valid driving licence. In case of breaching the Contract, the Renter shall be liable for paying full indemnification. The Renter shall be responsible for the consequences which have an adverse effect on the Rental Contract or on the state, legal status and other circumstances of the Rented Car and for any conduct or act resulting any of the above mentioned. In order to use the Rented Car outside the territory of the Republic of Hungary, the prior written border crossing permission of the Rental Company is needed. The Renter is not entitled to use the Rented Car in the territory of Serbia, Bosnia and Herzegovina, Bulgaria, Ukraine, Belarus, Moldavia, Lithuania and Russia. The Rented Car shall not be used for towing another vehicle. The Rented Car is not allowed to be registered into a sport competition or used for testing purposes. The Rented Car is not allowed to be used for the purpose of committing criminal acts or of illegally crossing the border of the country by it. In case of infringing these obligations the Renter shall be obliged to pay full indemnification. The Renter shall be obliged to lock the door of the Rented Car under all circumstances, put the asset protection equipments in operation and make sure of their appropriate use. The Renter shall not leave the ignition key, the registration book, the Rental Contract and the detachable face of the car radio in the Rented Car. The Renter shall be obliged to keep the keys, the registration book and the documents of the Rented Car in safe, free from any damages and shall ensure that they do not get out of his/her possession under any circumstances, in addition the Renter shall be obliged to prevent and impede the access of these documents by any unauthorized third person. In case of infringing these obligations the Renter is obliged to pay full indemnification. The Renter shall engage himself/herself to fill the petrol tank with the specified quality fuel only, in the default of which the Renter shall be liable for paying a full indemnification. The Renter is obliged to check continuously the operative safety of the Rented Car, in particular the level of the cooling water, as well as the oil level of the motor and gear box and to refill them if necessary, in the default of which the Renter shall be liable for paying a full indemnification. The Renter is obliged to use the Rented Car, its equipments and accessories with proprietary solicitude, treat them with due care and caution and in strict compliance with the traffic regulations and parking instructions.

### **Rental rates, rental period, return of Rented Car**

The rental rates are based on the prevailing valid price list of the Rental Company or on the agreement concluded between the Renter and the Rental Company. The rental rates shall comprise the fee of the compulsory liability insurance of the Rented Car, as well as the transport of the Rented Car within the administrative border of Győr in the period of 08:00 am – 04:00 pm. The Rented Car shall be taken over by the Renter with a full tank of fuel. Rental period is at least 24 hours, the rental period exceeding 59 minutes counts a whole rental day, with the exception of the so-called special tariffs on which the Parties shall conclude an agreement within the Contract. The Rented Car along with its equipments, accessories and documents must be returned to the Rental Company fully tanked at the expiration of the rental period stipulated in the Contract, without rebuke, to the site of the Rental Company or to the premise upon which the Parties have previously agreed. Should the Rental Company allow car returns outside the administrative borders of Győr, the Rental Company shall be entitled to charge the return transport fee according to the kilometre rate defined in the prevailing price list. The prevailing price list of the Rental Company shall be on view on the site of the Rental Company during the regular opening time. The Rented Car can be returned between 08:00 am– 04:00 pm, except if the Parties agreed on a different time. During the rental period the Renter shall bear all the costs concerning the proper use of the Rented Car (including the cost of fuel, road toll, parking fee etc.). The extension of the rental period must be required by the Renter and confirmed by the Rental Company 24 hours prior to the rental expiration. In case of a delay in the use of the Rented Car and not having the permission of the Rental Company thereof, as well as in case of terminating or ceasing the Rental Contract, - from the time of this act until the return of the vehicle - the Renter shall be obliged to pay a charge for use equivalent to the double of the rental rate. Should the Renter fail to return the Rented Car within 24 hours following the expiration of the rental period, he/she shall be obliged to pay a full indemnification over the charge for use, to pay all the damages and costs arising from the delay (e.g. the quest and transport of the vehicle). Should the Renter fail to return the Rented Car, the Rental Company shall be entitled to take it back, even by methods of arbitration if necessary. In case of returning the Rented Car delayed without the written permission of the Rental Company, the Renter shall be liable for a full indemnification regarding the damages caused in the Rented Car by any reason.

### **Compulsory liability insurance**

The rental rate shall include the compulsory liability insurance of the maintainer of the Rented Car. In case of a damage occurred in the territory of the Republic of Hungary, the Renter shall be obliged to request an on-site police action in any case and to pass immediately the record drawn up about the accident to the Rental Company, as well as the decisions brought during the procedure and the forms of the European Accident Report signed and fully completed in a proper way by the Parties concerned in the damage. The accident report form must comprise the declaration of responsibility admitted by the person causing the damage. Furthermore, in case of damages occurred outside the territory of the Republic of Hungary, the Renter shall be obliged to acquire the valid cover certification of the liability insurance company of the person causing the damage. Should the Renter fail to cover his/her liabilities, he /she shall be liable for paying full indemnification.

### **The Renter's conduct in case of accident and/or damages**

In case of accident concerning the Renter or the driver of the Rented Car, as well as in case of any other damages (theft, wilful damage) concerning the Rented Car, the Renter is obliged to notify such event to the Rental Company and to the police immediately but not later than in 24 hours. The Renter is also obliged to have the participants of the accident and/or the damages and the witnesses – according to their name, address and phone number - entered on record. The Renter is not entitled to hand over the declaration of damage to a third person, the necessary measures regarding salvage and repairs shall be initiated by the Rental Company in any case. The Renter shall engage himself/herself to make a report of the accident on the spot and hand it over immediately to the Rental Company. If the Rented Car can not be started up, the Renter is obliged to have the Rented Car transferred – according to the instructions provided by the Rental Company - to the nearest safe parking place and to take care of the safeguarding of the vehicle afterwards. In case of infringing these obligations, the Renter shall be liable for fully reimbursing the damages.

### **Failure of the Rented Car**

Any failure of the Rented Car must be reported to the Rental Company by the Renter immediately. If the Rented Car breaks down, no repair or intervention is allowed to be taken without the consent of the Rental Company. If the Rented Car can not be started up, the Renter is obliged to have the Rented Car transferred – according to the instructions of the Rental Company - to the nearest safe parking place and to take care of the safeguarding of the vehicle until the above mentioned steps have been taken. In case of infringing these obligations, the Renter shall be obliged to pay full indemnification. If the Rental Company gives its assent that the repairs shall be arranged by the Renter, the Renter is obliged to hand over all the invoices - made out by the service to the name and address of the Rental Company - as well as all the replaced accessories to the Rental Company. Should the Renter fail to act so, the Rental Company shall not reimburse repair costs. The Renter acknowledges that the Rental Company shall cover the repair costs only if the failure of the Rented Car have been occurred under proper use of the vehicle and if the Renter has fully performed all the provisions set out in the Rental Contract. In addition, the Rental Company shall reimburse the cost incurred only to the extent which is required considering transport and operational safety. The Rental Company assumes to repair the broken Rented Car, which has been used properly in the territory of the Republic of Hungary, within 24 hours. If such repair can not be completed within this period of time, a replacement car may be provided by the Rental Company. The Rental Company agrees to reimburse the costs of the transport of the broken Rented Car - which has been used outside the territory of the Republic of Hungary and in a proper way - to the nearest car service, and a replacement car may be provided by the Rental Company for the period of the repair. Regarding the breakdown of the Rented Car, the Rental Company excludes the liability for all types of direct and consequential damages or costs which have occurred because any deadline, activity or declaration - by reason of the failure of the vehicle - has not been performed or has been performed with delay by the Renter.

### **The liability of the Renter**

In case of breakage, the liability of the Renter - under the exceptions defined in the Rental Contract - extends to the volume of the retention laid down therein. In case of technical or economic total damage, the amount of car damage must be defined on the basis of the price quotation of EUROTAX and of the model year of the Rented Car, according to the differential fee of the market value – which has been defined at the time of the damage - and the wreckage value. The Renter is obliged to fully reimburse the damages of wheel, running gear and tyre in any case, as well as the non-accidental damages caused in the inner space of the vehicle and in the boot. In case of theft or robbery regarding the Rented Car (hereinafter: theft damage), the Renter is obliged to reimburse the market value of the vehicle defined at the time of the damage, according to the price quotation of EUROTAX and on the basis of the model year of the Rented Car, except for the cases when the Parties have agreed otherwise in the Rental Contract. If the Parties have agreed otherwise regarding theft damage, the Renter's obligation to fulfill his/her commitment extends to the volume of the retention laid down in the Rental Contract, including the exceptions defined therof. In case of theft damage, the Rental Company has the keys of the Rented Car examined by an expert. If the Renter infringes any of the provisions stipulated in the Rental Contract, the agreement - regarding the restraint of the liability of the Renter (redemption of retention/ partially retention) - shall cease to have effect and the Renter shall be obliged to fully reimburse the damages. During the rental period the Renter shall hold full liability for all legal, financial and other types of disadvantages, damages and costs concerning the Rented Car, its equipments, accessories, and documents, including the liability regarding the deficiency of safe driving. The Renter shall fulfill his/her unexpected future commitments, including in particular penalties, fines, parking fees and road tolls, as well as the costs of expertise incurring for any reason. The Renter shall hold full liability in case of wilful or negligent damage, in addition and in particular, if the Rented Car was driven under the influence of alcohol, drugs, medication or other narcotics, if the Rented Car was driven not by the person indicated in the Rental Contract, as well as in case of damages occurred for the level reduction or leakage of the cooling water or the lubricant liquid and if the damage has been caused by any competition- or test-related activities or by towing another vehicle, furthermore if the Renter fails to return all the keys and the registration book of the Rented Car or a copy has been made of the key of the vehicle.

### **Payment and financial conditions**

The Renter is obliged to pay the bail, the deposit of the rental rate and the other costs in advance. The bail provides cover for assuring the fulfillment of the commitments of the Renter. In case of non-performance or non-contractual performance of the Rental Contract, the Rental Company shall be entitled to satisfy its claim directly from the amount of the bail, including interest rate and indemnity. In case of infringing the Contract, the Rental Company shall be entitled to dispose of the bail immediately and distraint in satisfaction without having resort to any judicial assistance. If legal relationship remains in force following the satisfaction, the Renter shall be obliged to complement or supplement the bail within 24 hours following the notification provided by the Rental Company. The settlement of the bill shall happen on the basis of the prevailing valid price list of the Rental Company and on the Rental Contract. The Renter agrees that in case of delayed settlement of the bill, he/she is obliged to pay 1% default indemnity per day to the Rental Company. In case of claim for damages raised by the Rental Company, the rate of the default interest shall be twice the amount of the prime rate. The Renter agrees and contributes that the Rental Company shall assert its claim by submitting for an immediate collection or by initiating an implementing procedure. By signing this Contract, the Renter shall empower the Rental Company to submit for an immediate collection. In case of failing to fulfill his/her paying obligation or performing it with delay, the Renter shall bear the burdens of the retainer, the law and exaction costs incurred.

### **Data protection**

The Renter and the driver entitled by him/her shall accept the data management and storage system of the Rental Company regarding personal data. The Rental Company shall engage itself to use the data stored in its system exclusively for the purpose of the rental cooperation. If the Renter discloses untrue data or fails to return the Rented Car within 24 hours following the expiration of the Rental Contract, in addition if he/she fulfills the payment obligation with delay or fails to fulfill it, the Rental Company shall be entitled to transfer the Renter's personal data to a third person. By signing the present Contract, the Renter agrees that the Rental Company shall provide the Renter's personal data to the competent authorities in the procedure of offence and penalty in relationship with the rented vehicle, furthermore, in case of validated parking debt regarding the rented vehicle, the Rental Company shall provide these data to the authorized person concerning parking fee.

### **Final clauses**

By signing the frontpage of the Rental Contract, the Renter shall justify that he/she has taken cognizance of the prevailing valid price list posted in the branch of the Rental Company, read through the general and specific conditions thereof, has been given a copy of them, has acknowledged its contain and has considered it binding.