AVIS RENT-A-CAR SERVICE - GENERAL RENTAL TERMS AND CONDITIONS

AUTO ReFAIRent Ltd. as the sole representative of Avis in Hungary (hereinafter referred to as "Lessor") hereby rents out to the Renter, whose name and address are indicated in the Rental Agreement, the motor Vehicle identified in the Terms and Conditions set forth in this Car Rental Agreement, with the covenants thereby foreseen, and under the following terms and conditions:

- 1. Renter receives the Vehicle in perfect technical and aesthetic condition and shall undertake to return the Vehicle in the same condition in which he or she received it - save for the normal tear and wear - including original keys and documents, every tyre, fittings, and complete equipment outfit. The Vehicle shall be returned to Lessor at the place and time specified in the Rental Agreement (with the exception if Renter requests and Lessor agrees to the prolongation of the Agreement, or if Lessor requests an earlier return of the Vehicle). Lessor shall use, operate and protect the Vehicle and its fittings according to the instruction manual of the type of Vehicle. Renter shall protect the Vehicle in his or her care and use by every available means against theft, that is if the Vehicle is not in use, it shall be locked, nothing valuable shall be left in the Vehicle, the Vehicle shall be parked possibly in a guarded or closed area, and Renter shall take due care when leaving the Vehicle. Renter shall be held financially liable for all damages resulting from not following the above practice up to the full value of the damage sustained. By signing the Rental Agreement Renter verifies that the Vehicle was delivered in the condition specified in the Rental Agreement. Renter is held responsible for the condition of the Vehicle as long as Lessor or the person designated by Lessor has not officially taken over the Vehicle.
- 2. The Vehicle shall be driven by aforementioned Renter, who is at least 21 years of age and is in possession of a valid driving license issued at least one year beforehand. The Vehicle may be driven by a person who is at least 21 years of age, or in case of certain categories 25 years of age at the time of the renting and is in possession of a valid driving license issued at least one year beforehand and is designated by Lessor in writing as "Additional driver". In all events Renter is held responsible for the condition of the Vehicle during the rental period.
- 3. The Vehicle must not be used:
- for renting it out to other persons, unless with prior written consent of Lessor
- in case of technical failure or lack of liquid (motor-oil, cooling agent)
- for giving driving lessons
- for moving or towing a Vehicle or trailer, unless Vehicle was rented with the express aim of towing by Lessor for driving or letting anyone drive in the state of disorientation or under the influence of alcohol, drugs, sleeping pills, hallucinogens or any other substance that may affect reaction time and consciousness
- for transportation in breach of customs regulations and other illegal transportation
- for the transportation of passengers, goods or money consignments for payment agreed on implicitly or stated
- in motor-car events, including competitions of any sort whatsoever, training for competitions, or for test driving
- 4. Renter shall comply with domestic and foreign road regulations in force and as user of the Vehicle and holder of a driving licence cannot plead ignorance of these regulations. Renter expressly acknowledges and agrees that Lessor is entitled to endorse the costs related to irregular parking (fines, surcharges etc.), and any fines imposed by the public administration in the same way as the rental fee is endorsed even after the termination of the rental period. Renter accepts that his or her data will be treated by Lessor as prescribed by the laws and if necessary it might be supplied to the responsible authorities on request - in cases such as fines imposed by the public administration, parking tickets, surcharges, official requests in case of violation of traffic regulations.
- 5. Renter shall pay a caution specified in the Rental Agreement on signing the Agreement, which serves as a security for possible damages caused by Renter to Lessor. The caution shall be returned to Renter, except in case of damages caused by Renter or other debts accumulated by Renter. Lessor shall not be obliged to repay the caution until Renter's responsibility for compensation for any damages caused or other debts are not settled. Lessor shall not have to pay interest on the caution. In case of payment by credit card the sum of the caution shall be blocked in the bank account of Renter with the consent of Renter based on the prior permission request submitted to Lessor's bank. Lessor shall notify the bank about removal of block - if the cautioned amount is not used - at the termination of the rent. In connection with the blocked amount Lessor shall not be held responsible for any banking administration other than notifying the bank about the removal of the block.
- 6. Renter undertakes to pay and/or reimburse Lessor the following items as Lessor's claims:
- A fee calculated on a rate specified in the Rental Agreement on the basis of the rental period, considering that a rental day is 24 hours and if the Vehicle is returned with more than 29 minutes of delay, Lessor shall be allowed to invoice a further day of car rental
- A fee for the kilometres travelled by the Vehicle during the rental period, calculated on a rate specified in the Rental Agreement if not included in the applicable charges
- Insurance against physical damage and/or theft, reduction of deductible on physical damages, personal accident insurance fee, in case Renter made use of them according to the Rental Agreement and not included in the applicable charges
- Deductible and compensation according to section 17.
- Lost day rates incurred by any breach of section 3. according to the applicable charges described in the Rental Agreement, transportation and damage repair costs, and administrative expenses (EUR 20.3 gross)
- Transportation fee to and fro in the event that the Vehicle is received and returned at a location other than the office renting the car as specified in the Rental
- Return, or so called one-way fee in the event that the Vehicle is returned to an office other than from where it was rented as specified in the Rental Agreement
- In the event return takes place abroad and Renter does not return Vehicle to the office designated in the Location of Return box, and even if Vehicle is returned to the designated office but one which is not the same as the office where the Vehicle was rented, Renter shall pay the transportation fee of the Vehicle from the location of return to the office renting out the Vehicle - fee is calculated from depot to depot - according to applicable charges in force at the time of return
- Fees specified in the Rental Agreement relating to additional driver and extra equipment, such as navigation system, mobile Wi-Wi device, child safety seat, snow chain, roof rack etc.
- If Vehicle is rented with a chauffeur service accommodation, daily subsistence and expenditure costs shall be charged to Renter's account in case of both domestic and foreign journeys during the whole term of the rental period
- The cost of refuelling the tank, as well as related services, in the event that the Renter chooses to return the Vehicle with less fuel than that received
- Winterizing fee between 1. November and 31. March
- The cost, fines, surcharges charged for any violation of the Highway Code and the administration (EUR 20.3 gross) and legal fees imposed by courts ensuing from the aforementioned
- Fines are the following: loss of the documents of the Vehicle registration certificate and/or PUC certificate and the licence plate EUR 127 gross each, loss of original keys EUR 510 gross, damaged or lost navigation system EUR 180 gross per item, damaged or lost mobile Wi-Fi device EUR 214 gross per item, loss of high visibility vest - EUR 2 gross, loss of safety reflective triangle and/or emergency kit - EUR 26 gross per item
- In the case of excessive abrasion deriving from improper usage of the motor vehicle, or special contamination including tobacco smell, or conditions requiring disinfecting, or drapery cleaning in addition to normal interior cleaning of the vehicle EUR 64 gross are being charged for the extra expenses
- In case it is proven that Renter did not use the fuel quality prescribed for the Vehicle, Renter shall pay the costs of possible damages caused thereof and that of the fuel as well
- Default interest is the sum calculated with twice the prevailing base rate of interest of the central bank
- In case of electronic security the credit card service provider performs an authorisation process checking the validity of the card every fifth rental day, the cost of which may be between 0 and 2 USD depending on the issuer
- Renter shall pay all operating and other costs (fuel, parking fee, etc.) incurred during the rental period
- 7. The borders of Hungary may only be crossed with the rented Vehicle with the prior written consent of Lessor. Vehicle may not be taken to countries listed under "Further information/Limitations to driving" section of the Rental Agreement. In case of breach of this section of the Rental Agreement or even in case of the attempt of thereof Lessor is entitled to terminate the Agreement with an immediate effect, and Renter is liable for all damages incurred and the cost of the return of the Vehicle to the office it was rented from.
- 8. Renter acknowledges that in the event that the Vehicle at the termination date is returned contrary to the terms and condition out of office hours, the inspection of the condition of the Vehicle and termination of the Rental Agreement shall take place during office hours of the working day following return. Renter is entitled to be present at the aforementioned events. Renter renounces his or her rights to question the statements of the inspection of the condition of the

Vehicle and the termination of the Rental Agreement carried out in his or her absence. Renter acknowledges that he or she is held liable for damages incurred during the rental period and established in the course of the inspection of the condition of the Vehicle. Renter shall be held responsible for compensation of the aforementioned damages as set forth in the General Rental Terms and Conditions. These costs shall be endorsed by Lessor in the same way as the rental fee is endorsed even after the termination of the rental period.

- 9. The Rental Agreement shall take effect according to the fees included thereof. In case parties wish to continue the renting of the Vehicle according to some other set of fees, they shall conclude a new agreement. In case return conditions set forth at the beginning of the rental period do not agree with the actual conditions of return, the costs may be calculated according to some other fee.
- 10. If the Renter wishes to extend the rental beyond the term established in the Rental Agreement, Renter shall notify Lessor in person of his or her wish at least 24 hours prior to the termination of the Rental Agreement with the simultaneous payment of the necessary caution if needed. Lessor is not obliged to prolong the Rental Agreement. In case of long-term rent the Rental Agreement shall be renewed on the designated date simultaneous to the presentation of the Vehicle.
- 11. In case of breach of the Rental Agreement by Renter or in case Renter has not returned the Vehicle in 24 hours following termination of the rent with due cause, Lessor is entitled to terminate the Agreement with immediate effect and take back the Vehicle from Renter even by employing the necessary force. Lessor is also entitled to take back the Vehicle from Renter if Renter does not cover debts even after receiving a written statement from Lessor. Lessor is exempt from the costs of damages, responsibility and fees resulting from taking back the Vehicle, while Renter is not exempt from the rental fee and the possible costs of the taking back of the Vehicle by Lessor. Parties state that in case Renter does not return the Vehicle within 24 hours following termination of the rent, or does not extend the rental, or does not justify his or her reasons, Lessor is entitled to presume that Renter committed embezzlement falling under § 317 of the Penal Code in relation to the Vehicle, and thus Lessor is entitled to file a police report and request a warrant for the Vehicle. Lessor may proceed similarly in case some other circumstances provide a firm foundation for the aforementioned supposition.
- 12. In the case of road accidents resulting in personal injury or physical damage Renter or his or her authorised personnel shall:
- request the police to take measures, and file a police report in case the Vehicle was broken into, damaged, or stolen and submit the relevant document (report, certificate etc.) to Lessor's office
- notify Lessor's office of any and all events related to the Vehicle within 24 hours of the event thereof
- proceed with due care, and do everything in his or her power to clarify the events, obtain all possible data of persons involved in the accident (licence number of the other Vehicle, name and address of the owner/driver, name and address of witnesses, site plan, photos)
- Renter is not entitled to enter into any agreements, and shall not admit any responsibility or liability to the disadvantage of Lessor
- provide for the safety and security and protection of the Vehicle at Lessor's cost and with the prior consent of Lessor
- fill out the accident report and the report form for damage claims and send them to the address of Lessor
- 13. In case of technical faults, rescue due to accidents or a need for replacement Vehicle Renter shall contact the renting office or phone (+36) 30 934 4050. In case of technical faults Renter may find the nearest qualified service where Renter may have the Vehicle repaired at the cost of Lessor up to EUR 64 gross without prior consent of Lessor (the amount shall be discharged from the rental fee on the basis of an invoice issued to AUTO ReFAIRent Kft., 2220 Vecsés Ecseri street 21.). In case of repair works described above, Renter shall ask for the spare parts changed in the Vehicle, keep them and submit them to the Lessor's office at latest on termination of the Rental Agreement. If Renter fails to do so, repair costs are charged to Renter's account. Lessor shall not be held to Renter. Lessor shall not be liable in any way for objects, valuables, cargoes placed in the Vehicle by Renter, or for the damages incurred in them or their disappearance.
- 14. Lessor does not guarantee that the category of the replacement Vehicle will be the same as the rented Vehicle. In such case, Renter is not entitled to a lowering of the rental rates. Lessor reserves the right to refuse to provide Renter with a replacement Vehicle in case Renter was at fault in an accident or the Vehicle was stolen.
- 15. Renter agrees to present the Vehicle at the given place and time for the compulsory technical inspection. In case of a delay in the inspection or its omission Renter shall pay Lessor EUR 167 gross in the event of +500 km excess, while above this a further EUR 3.3 gross for every 100kms started.
- 16. A compulsory insurance was concluded for the Vehicle specified in the Rental Agreement as prescribed by Hungarian law, and Casco insurance has also been concluded. The Vehicle is also supplied with an electronic permit for an unlimited number of travels on the high ways in Hungary.
- 17. According to the insurance deductible conditions of the insurance Renter shall pay a compensation of 10% but at least EUR 250 of the damages incurred in an accident where Renter was at fault, in case of damages above the value of EUR 2500 Renter is liable for 10% of the gross value of the repairs. In case of theft or a write-off, Renter is liable to pay 10% of the gross purchase price of the Vehicle on the basis of the purchase invoice. Lessor reserves the right to charge a 10 percent own risk, and the compensation amount based on the repair invoice, purchase invoice and the insurer's settlement in case of theft and high value damages even after termination of the Rental Agreement. In case the insurance company refuses to pay irrespective of the insurance administration and the reason for refusal of payment Renter is obliged to pay as compensation the amount of deductible specified in the Rental Agreement, in the event Renter returns the Vehicle with an injury or damage incurred during the rental period. The excess depends on Collision Damage Waiver. If denying the Collision Damage Waiver, in case of breakage and theft, Renter is liable for total cost of reparation. Insurance does not cover damages to tires, rims, aerial and damages caused by the use of inappropriate fuel; neither does it cover damages in the interior of the Vehicle. Renter is liable for total cost of these damages irrespective of the CDW. Renter accepts calculations for breakage and theft and in case of post-correction shall pay the margin. Renter is liable for the total cost even up to the full value of the Vehicle for:
- any damages incurred in the Vehicle during rental period which is not covered by the insurance
- theft and partial theft if Renter left any of the keys of the Vehicle, the registration certificate or the document suitable for verifying for the authorities the utilisation right in the Vehicle
- failing to immediately report to Lessor the malfunction of the speedometer
- any and all such actions or behaviour on the part of Renter or participant that omit or limit compensation by the insurance company
- in case of trucks damages resulting from the overloading of the cargo area and other damages of the cargo area
- 18. The service is to be considered fulfilled when Renter returned the motor vehicle to Lessor. Issuing of the invoice concerning the service shall take place within the time limits set forth in Sections (1)-(2) of § 163 of the Act on Value Added Tax. Complaints in relation to invoices shall be submitted by Renter to Lessor within 60 days following closure of the Rental Agreement.
- 19. Lessor processes the personal data provided by Renter and shares them with Avis Rent a Car System, and with firms acting as part of the Avis Europe Group. Renter may request inspection of documents concerning him or her, and may update them through the Renter Relations Department of Avis. In case Renter allowed the use of his or her personal data on the Rental Agreement, Lessor may present to Renter from time to time Lessor's own offers or that of some other firm operating Avis. For further information please contact Lessor's office or www.avis.hu/Privacy policy.
- 20. In case Renter shall pay the fee calculated in foreign currency by Lessor by transfer, the equivalent shall be calculated at the exchange rate published by Lessor's bank on the day of the closure of the Rental Agreement, if payment is realised by credit card, the exchange rate of Renter's bank is authoritative.
- 21. Lessor is entitled to market not only its own services but also those purchased by Lessor as a mediated service unchanged.
- 22. In witness whereof, the Parties hereto have caused this Agreement to be signed by their representatives as of the date shown below. In questions not treated by the Rental Agreement the respective regulations of Hungarian laws shall apply. *In force from 01.09.2016*