

Terms of Europcar cards and Ready Service Terms of Use of the site

I. GENERAL CONDITIONS FOR ALL EUROPCAR CARDS

fEuropcar cards are personal to the holder.

1.1./ Nominative Europcar cards are not transferable and can be used only by the person named on the card (hereafter referred to as the "cardholder") and when the cardholder's signature is made in indelible ink on the back of the card.

Rental Conditions/Requirements

1.2./ All rentals are subject to Europcar's General Rental Conditions and Qualifications in force.

1.3./ The issue of a card implies that the cardholder meets the requirement that the driver is aged 21 or over and can present at time of start of rental the card, plus a full, valid, unendorsed driving license, applicable for the vehicle rented. Additional conditions may be required according to the country of rental. These conditions are subject to change from period to period, from country to country and from station to station. These rental requirements are available on request from the Europcar country headquarters.

1.4./ The issue of a card does not imply insurance cover is provided by Europcar and/or the cardholder. Insurance requirements are subject to change, from period to period, and can be different according to the country and station of rental. These insurance requirements are available on request from the Europcar Country headquarters.

Card Cancellation

1.5./ If any Europcar card is lost or stolen, or otherwise deemed necessary to be cancelled, the cardholder shall immediately notify the Europcar headquarters in his/her country of residence in writing, quoting the Driver ID number and supplying Europcar with all information necessary to identify the card.

1.6./ Any verbal communication must be confirmed immediately in writing. The cardholder will remain liable for the misuse of his or her card, including any charges and costs incurred as a result of this misuse, until written notification is received by Europcar.

Card expiration and renewal

1.7./ The expiry month and year of the card is displayed on the card as MONTH MONTH YEAR YEAR. The expiry date is the last calendar day in the month displayed. The card cannot be used after this date.

1.8./ Cards will normally be renewed by Europcar without communication with the cardholder, unless suspended, cancelled by the cardholder or Europcar or not used in the 12 months preceding the expiry date. Cards shall not be renewed if notice of cancellation is received in writing by Europcar no later than 2 calendar months prior to the card expiry date. Europcar reserves the right not to renew a card without giving reason or prior notice.

Information Storage and Disclosure

1.9./ The information requested on the application form is compulsory to obtain a Europcar card and the services linked to the card. This information will be stored on a computerised database, which the cardholder may consult at any time to review and rectify his/her personal data. Europcar is authorised to disclose to any third party having the right to request such information any details regarding the cardholder, subject to local regulations concerning data held on computer systems. Europcar may also disclose information concerning the cardholder within the Europcar worldwide network and to third parties for purposes connected with vehicle rental. The information which you provide in your application may be disclosed to a licensed credit

reference agency, which will retain a record of such. It may be used by other lenders in assessing other applications by you and for occasional debt tracing and fraud prevention.

1.10./ To consult or rectify the data stored or to oppose its disclosure to third parties, the cardholder must write to Europcar headquarters in his or her country of residence.

1.11./ All communications referred to in these Terms and Conditions shall be addressed to the Europcar Headquarters in the country of recorded residence of the cardholder. A list of Europcar Country Headquarters is available on the internet at www.europcar.com and from :

Europcar Group
Europcar House
Aldenham Road
WATFORD
WD23 2QQ
Telephone (44) 1923 81 10 00
Fax (44) 1923 81 10 10
Customer Services 0870 899 9900

II. GENERAL TERMS FOR EUROPCAR CARDS WITH A CHARGE OPTION (CORPORATE COMPANY CARDS)

The card

2.1. The Europcar charge card (hereafter referred to as the " card ") is not a credit or cheque guarantee card. The card is issued free of charge.

2.2. The card remains the sole property of Europcar and must be returned to Europcar on demand. Europcar reserves the right to withdraw the card and demand return there of in writing without giving reason or prior notice. Europcar may enter card details on a list of cards not to be accepted by Europcar for any reason without giving reason or prior notice, such cards shall not be accepted for credit transactions by Europcar and Europcar accepts no responsibility or liability in respect of any event arising from the listing of a card.

2.3. Where local regulations concerning the use of the card outside the country of issue are in force these regulations shall be adhered to by the cardholder and by Europcar stations. A copy of the list of Europcar stations is available on request from Europcar.

2.4. The card may not be acceptable by Europcar for payment for some specific products and/or vehicle types, depending on Europcar policy which may vary from period to period, from country to country and from station to station. This policy is subject to change without prior notice.

2.5. The card is issued to a named person (the cardholder) following credit enquiries, credit approval and the establishing of a Europcar business account by Europcar. Credit authorisation may be withdrawn at any time without giving reason or prior notice. Collective cards (cards in the name of a corporate entity not displaying a cardholder name) shall be signed on the reverse of the card by the corporate entity authorised signatory immediately upon receipt and prior to distribution to authorised representatives of the corporate entity and shall be used only by persons so authorised by the corporate entity authorised signatory, the cardholder in this case being in the corporate entity authorised signatory.

Payment

2.6. Europcar will send an invoice to the cardholder in respect of rentals in accordance with Europcar's

normal conditions of vehicle rental in force at the time, which shall be the only terms and conditions governing the amount and time for payment. Signature on the Europcar Credit Request and/or on the card and/or use of the Europcar card implies full acceptance of Europcar's general rental conditions.

2.7. Credit terms are as indicated on the Europcar Credit Request, and as per the payment date of the invoice. Payment shall be the method agreed with Europcar in the previously completed credit request document. Where no method is thus stated, payment will be by commercial cheque drawn on the account specified in the previously completed credit request document.

2.8. Invoices and payment shall be in local currency of the country of recorded residence of the cardholder. Foreign rentals will be converted to local currency in the exchange rate applicable for the date of the invoice. The exchange rate shall be fixed by Europcar and may vary from period to period and from country to country. For foreign rentals carried out in the Euro zone by a Euro zone resident, the national currency conversion will be calculated in accordance with the rules of the European Commission.

2.9. If payment is not made upon any invoice for rental and other charges addressed to the cardholder, the cardholder or other party responsible hereunder shall be liable to pay the cost of Europcar enforcing any of its rights against the cardholder and any expense incurred as a result of the cardholder's failure to pay said invoice or otherwise honour his / her obligation thereunder.

2.10. If the cardholder fails at any time to make payment on the due date then the period between the due date and the date on which the unpaid sum is paid in full shall be divided into successive periods of such duration as Europcar may determine and the cardholder shall pay interest on such unpaid sum for each period (as well as before judgement) such interest accruing daily on the basis of a year of 365 days and the number of days elapsed at the rate determined by Europcar. The rate may vary from period to period and from country to country, according to local regulations or terms and conditions of credit and is available on request from Europcar.

Indemnification

2.11. In the event of a card being issued in the name of a company or a partnership or another body corporate or incorporate with an individual also named on the card then in the event of the cardholder failing to pay according to the terms of payment any invoice for rental and other charges upon receipt of same or otherwise failing to honour any obligation pursuant to a rental agreement made using the card issued in these circumstances the individual shall indemnify Europcar in respect thereof.

2.12. The cardholder accepts the right of Europcar at any time to vary the rental charges (except for rentals which have already begun, or been reserved) and the cardholder accepts any liability that may arise therefrom. The cardholder will indemnify and guarantee Europcar on demand against all costs, expenses, losses, claims, proceedings and damages suffered or incurred by the cardholder or Europcar in respect of the invoice.

Changes in card details, personal details and/or corporate details and circumstances

2.13. If any information shown on the card or on the accompanying card carrier or on the credit request document previously submitted by the cardholder or otherwise normally deemed as being relevant to the use of the credit facility with Europcar, including financial condition of the corporate entity, is incorrect or changes at any time during the validity period of the card the cardholder shall inform Europcar immediately in writing. Europcar shall at its discretion issue a replacement card if deemed necessary by Europcar and shall update the cardholder record accordingly, and may withdraw credit facilities without reason or further notice. In any event, the cardholder shall ensure the card is not used if the financial condition of the corporate entity is such that it is not making payment on any invoices for any reason.

Additional cards

2.14. The cardholder may request from Europcar in writing usually on the Europcar document available for

this purpose, and by such request authorise Europcar to issue additional cards to the persons nominated by the cardholder who are employed by the cardholder. On issue of such a card the cardholder will be responsible for the use of the additional cards as if such use were by the cardholder him / herself. The cardholder will be liable to pay all rentals and other costs arising under any rental agreement entered into by any nominated person using the additional card.

2.15. In the event that the additional cardholder ceases to be employed by the cardholder or ceases to be eligible for credit then the cardholder shall immediately inform Europcar of that fact in writing and will destroy the additional card or return it to Europcar immediately. The cardholder will nevertheless continue to be responsible for all rentals and others costs arising under any rental agreement entered into by any nominated person using an additional card.

Invoice queries

2.16. If the cardholder considers an invoice is incorrect or the cardholder requires further information concerning a specific transaction on a particular invoice the cardholder must inform Europcar's Customer Services Department at Europcar headquarters in his / her country of residence in writing either within 15 days from the issuing date of the particular invoice giving rise to said query and/or within 7 days of the following monthly statement and on a receipt of said enquiry Europcar may if it is regarded as appropriate (at the entire discretion of Europcar) advise the cardholder in writing that they need not pay that specified disputed amount in the particular invoice until all investigations into the enquiry have been completed to the satisfaction of Europcar. In any event, the cardholder will still be obliged and under duty to pay the parts of the invoice which are not involved in the query or under dispute.

Change of terms and conditions

2.17. The terms and conditions of use of the card are subject to change without prior notice

III. GENERAL READY SERVICE TERMS

The General Ready Service Terms below are applicable as of May 1st 2002.

The General Terms for All Europcar Cards (I), General Terms for Europcar cards with charge option (II), and the General Ready Service Terms (III) shall govern the relationship between Europcar issuing the Europcar Privilege Ready Card and the Customer on acceptance by Europcar of the Customer's application for Ready service enrolment.

The purpose of the Ready service according to the conditions below is to propose to the customer a service which speeds up the rental transaction. An optional facility is offered (The Master Rental Agreement option) if the Customer selects this at the time of enrolment.

3.1. Definition of the Ready Service

Both a pre-printed rental agreement and the key of the reserved vehicle are prepared at the disposal of the Customer when he / she arrives at the Europcar location.

Enrolment in the Ready service is free of charge.

All the information required to complete the pre-printed rental agreement is provided by the Customer in the enrolment form and at the time of the reservation.

Each rental is a separate rental agreement in the country of rental between the Customer and the Europcar company, or Franchise providing the vehicle. For each rental the Customer will get a pre-printed rental agreement which must be signed by the Customer at the time of collection of the vehicle except if the

Customer chooses the Master Rental Agreement option. In such case the Customer will accept the Worldwide Rental Terms (See Section V)

3.2. Eligibility for the Ready Service

The Customer will need to duly complete and sign the appropriate section of the enrolment form. As a Member of the Ready Service the Customer will accept to be bound by the General Terms for all Europcar cards and the Ready Terms.

The Customer must be at least 23 years old.

Once Europcar accepts the Customer's enrolment application, Europcar will introduce or update the personal details of the Customer in its computerised system. Europcar shall allocate a Driver Identification number (ID number) to the Customer, or if the Customer is already a Europcar client, shall confirm the ID number of the Customer. Such ID number shall be embossed on the Europcar Privilege Ready Card to be delivered to the Customer.

The Customer shall only be entitled to the Ready Service while the Customer holds a valid individual Europcar Privilege Ready card with or without a charge card option or a valid Credit card accepted by Europcar and linked to his/her Europcar id number. If the Customer holds a valid individual Europcar Privilege Ready card without a charge card option, it must be linked to a valid accepted credit card via his/her Europcar ID number.

Europcar reserves the right to verify the accuracy of any information provided by the Customer before accepting the Customer's enrolment and at each rental transaction through the Ready Service.

3.3. Reservation Guaranteed , Cancellation & No show

To use the Ready service, the Customer must make a reservation at least 2 hours prior to the time of rental quoting their ID number.

At the time of reservation both parties shall confirm that it will be a Ready service rental transaction and shall agree the location, vehicle category and checkout time and duration of the rental.

Europcar guarantees to provide either the car group reserved, or if this car group is not available, a higher group at the reserved price.

Within the Ready service, Europcar guarantees to block the car group reserved for Two further hours from the agreed check out time and / or from the expected arrival time of his / her flight or train. Such extensions applies only to the rental station for which bookings made and lapses at the time of station closes.

If the Customer fails to cancel his/her reservation prior to the due check out time and does not pick up the vehicle prior to the station closing time, Europcar shall be entitled to charge a "no-show" fee .The amount of the no-show fee shall be confirmed at time of reservation.

3.4. Availability of the Ready Service

The Ready service will be available at selected major Europcar Rental Locations Worldwide (list available at reservation time and shown by an * in the list at the end of these conditions). The Ready service will be identified with a Ready signage at the participating rental counters.

Europcar may modify the list of locations at any time without prior notice. The list of such locations will be provided to the Customer upon request. Furthermore, the Customer can obtain information on participating locations and countries from a reservation agent at the time of reservation.

Prior to taking possession of the vehicle and leaving the rental location, the Customer must produce to a Europcar employee his / her:

- valid Privilege Ready card,
- valid driving licence,
- valid identity card or valid passport by default, when renting outside his / her country of residence.

The Ready service will not be available for:

- certain kinds of vehicles (i.e Trucks and Cars of the "Special" category - sipp code starting with X),
- specific requirements such as : Additional drivers and Rental up to 28 days,
- special equipment such as: Baby seats, luggage rack, snow tyres,..

Nevertheless, upon request by the Customer, Europcar may decide to waive the above restrictions and grant the Ready service to the Customer according to these terms.

Any information concerning the availability of the Ready service will be given to the Customer upon request from the reservation agent at the time of reservation. If for any reason whatsoever the availability of the Ready service cannot be confirmed at the time of reservation or offered to the Customer at the time of collection of the vehicle, the rental transaction will be processed according to Europcar's standard rental procedure at the location concerned for non Ready service customers.

Europcar, whilst taking all precautions and using its best efforts to prevent such occurrence shall not be liable for any loss, damage or expense resulting from the failure to provide the Ready services. Furthermore Europcar reserves the right to interrupt, modify or terminate the Ready service at any time without advance notice.

3.5. Customer's representations warranties and indemnity

The Customer represents and warrants that the information provided on the enrolment form is true, accurate and complete.

The Customer undertakes to notify Europcar in writing of any change in his / her home and professional details, billing address, change in driving licence number and expiry date or the status thereof due to endorsement, suspension, revocation or restriction of driving licence, any conditions of any nature which impair driving ability, change of credit card identification and expiry date or loss or theft of the Privilege Ready card and credit cards, or other information provided on the enrolment form.

The Customer further agrees to fully indemnify and hold EUROPCAR harmless from and against any loss, liability or expense arising out of any failure to so notify EUROPCAR or which results from non-disclosure by the Customer of a change in any of the information previously provided or arising out of any infringement of any conditions resulting from these terms.

3. 6. Payment terms

The means of payment recorded to the pre-printed rental agreement will be the one provided by the Customer on the enrolment form, at the exclusion of any other means of payment. If several means of payment are mentioned by the Customer in the enrolment form, the first means of payment shall be the Europcar charge card and otherwise the first preferred valid credit card.

Travel vouchers, award certificates, promotional coupons, travel orders and the like may only be used for rentals through the Ready service with Europcar's prior approval at time of reservation.

3.7. Termination

As soon as the Privilege Ready or credit card of the Customer expires for any reason whatsoever, the Ready

service will be terminated at the same date unless a duly completed update form has been faxed or mailed to Europcar in due time. Update forms can be obtained from the Europcar headquarters in his / her country of residence.

In the event of loss or theft of the Privilege Ready card, the Customer shall immediately notify by any means the Europcar Headquarters in his/her Country of residence and confirm the loss in writing. In such a case the Ready Service is terminated until a new enrolment form has been signed by the Customer and a new Europcar card giving access to the Ready service has been sent to the Customer.

Each party has the right at its discretion to terminate the enrolment in the Ready service by giving the other one month's prior notice at the relevant address on the enrolment form or such other address as may subsequently have been notified.

Europcar is entitled to terminate the enrolment in the Ready service immediately without prior notice in the event of breach of any obligations by the Customer or if any information given by the Customer in its application for enrolment in the Ready service or otherwise is or proves to be inaccurate incomplete wrong or misleading.

3.8. Force Majeure

Either party shall be excused from any delay or failure in performance of its obligations caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, earthquake, labour disputes, riots, governmental requirements/decisions/regulations, inability to secure materials on a timely basis, failure of computer equipment, failures or delays of sources from which information or data is obtained and transportation difficulties.

3.9. Miscellaneous

These terms in connection with the Customer's membership of the Ready service shall be governed by and determined in accordance with the laws of the country of the Europcar company or Franchisee which issued the Ready service enrolment form to the Customer. In the event of a dispute over its interpretation or execution, the courts of that country shall have exclusive jurisdiction.

At any time Europcar can make any modifications, amendments, waivers or additions to these terms which shall be notified to the Customer accordingly. These modifications, amendments, waivers or additions shall be deemed to have been approved by the Customer unless the Customer gives Europcar written notice to the contrary within one month after such notification.

IV. WORLDWIDE SPECIAL TERMS OF THE READY MRA OPTION & READY TERMINAL - except Portugal, South Africa

The following provisions apply only to the Customers who have selected the Ready Master Rental Agreement Option (Section C) on the enrolment form of the Privilege Ready Card.

The Ready service with Master Rental Agreement Option is progressively be available Worldwide except in Portugal and South Africa and is subject to the Worldwide Rental Terms (V) and the Worldwide Special Terms of the Ready Master Rental Agreement Option and Ready Terminal (IV).

4.1. Definition of the Ready Master Rental Agreement Option and the Ready Terminal

Within that option and in addition to the above General Terms, the pre-printed rental agreement does not need to be signed by the Customer.

As confirmed by the Europcar reservation agent, the Customer will collect the keys either from the Europcar counter or from the Ready Terminal by using his / her Europcar charge card or his/ her credit card.

4.2. Eligibility for the Ready Master Rental Agreement option

By signing the enrolment form and agreeing to the Ready Master Rental Agreement Option with the Worldwide Rental Terms the Customer is deemed to have read, understood and accepted the provisions applying to such rentals processed through the Ready Master Rental Agreement Option either at the counter or via a Ready Terminal.

Upon leaving Europcar rental premises, the Customer acknowledges that he has received and accepts the completed Europcar Ready service rental agreement for such rental.

4.3. Availability of the Ready Terminal

Ready Terminals are installed in some Ready Europcar rental premises in Germany and will be extended to other countries later on (list available at reservation time and shown by an * in the list at the end of these conditions).

Availability of the Ready Terminal will be checked by the Customer with Europcar at the time of reservation. If a Ready Terminal is not available, the Ready Master Rental Agreement Option will be processed at the Europcar counter.

As pre requisit for a rental to the Ready Terminal the Customer must be in a possession of a valid driving licence at the time of rental. Prior to the first rental to the Ready Terminal, the Customer must show his / her driving licence at the Europcar counter. The Customer will confirm unchanged driving licence status at every subsequent rental.

The Customer will immediately notify Europcar of any change of driving licence status and/or personal data. Should the Customer violate one of the obligations cited above, then the Customer is liable to Europcar for all disadvantages and damages stemming therefrom and will hold Europcar harmless against all claims by third parties, in particular against recourse claims of the liability insurer.

The rental agreement as printed by the Ready Terminal comes into force with the Customer whose card is inserted into the Ready Terminal, when the car keys are delivered for the vehicle for which the car keys as provided by the Ready Terminal are intended, at the rate agreed for said vehicle and for the rental period as validated in the Ready Terminal.

Additionally the General Rental Conditions of Europcar as in force at the time of concluding the rental agreement shall apply.

The Customer authorises Europcar to collect all receivables arising out of the rental agreement, including his/her own risk in the event of an accident caused by him/her by his/her own fault, via the card as used by the Customer for the Ready Terminal transaction.

The Customer agrees to settle all claims of Europcar out of the rental agreement via the Ready Terminal which has been concluded by using a Europcar Card or a credit card accepted by Europcar, whether the Customer himself/herself or an unauthorised third party, who was not allowed to use such card, has used the said card for renting via the Ready Terminal. The Customer will not be liable for the costs incurred by any wrongful use of the Europcar card, if the Customer has informed Europcar of the loss of his/her Europcar card in good time so that the Europcar card should have been blocked by Europcar before its wrongful use.

4.4. Charges of each rental

Within the Ready Master Rental Agreement Option, the Customer's signature on the enrolment form constitutes authority for Europcar to debit the total charges for each rental using one of the payment methods specified in the enrolment form, and to collect all claims stemming from the agreement concluded via the Ready Terminal or via the Counter with the mean of payment therein indicated, including the deductible in the event of an accident caused by the Customer. The total charges for each rental shall be determined according to Article 5.5.

4.5. Customer's representations, warranties and indemnity

The Customer agrees to hold harmless and to indemnify Europcar for any losses and or claims arising out of any rental concluded using the Europcar card or a credit card accepted by Europcar within the Master Rental Agreement Option which has been made by the Customer in breach of the terms of membership or by an unauthorised Customer or a third party using the Europcar Privilege Ready card or related credit card. The customer shall not be liable for such losses if in case of loss of the Europcar card, the customer has notified Europcar of the loss early enough to have allowed Europcar to block such card.

4.6 In the event of loss of the Europcar card

The Customer must take prudent care of his / her Europcar card. In the event of it is lost, the customer must immediately notify his/her Europcar Country Headquarters and confirm in writing, quoting his/her driver ID.

For Cards issued by Europcar Germany customer must notify Europcar on the following 24 Hours Service :
Tel: 040 - 52 018 0 Fax: 040 - 52 018 2616 and confirm in writing quoting his/her driver ID.

V. WORLDWIDE RENTAL TERMS of the Ready Service MRA Option (except Portugal and South Africa)

fThe Worldwide Rental Terms below are applicable as of May 1st 2002

5.1. Definitions and General Principles

"Renter" shall mean the Customer who signed the enrolment form and who is entitled to drive the vehicle.
"Europcar" shall mean the EUROPCAR company or franchisee named in the pre-printed rental agreement.
"Vehicle" shall mean the car which Europcar is renting to the Renter for the agreed duration of the pre-printed rental agreement and shall include all parts and accessories fitted to it at the commencement of the rental. "Damage" shall mean any damage occurring to the Vehicle (including glass, lights and mirrors) and any damage occurring to third party property where applicable.

5.2. REQUIREMENTS IN ORDER TO RENT

The Renter must hold and produce a driving licence valid in the country where the rental takes place. The driving licence must have been issued by authorised authorities at least 12 months before the date of the commencement of the rental. When the rental is made outside the Renter's country of residence he / her must also present a valid identity card or a valid passport. The Renter must also be at least 23 years old. For some types of vehicles, a higher age limit may be required. In certain countries a young driver fee is payable. Details are available at the time of reservation. Rentals under these Terms are personal to the Renter and the Renter cannot assign, transfer or delegate the same.

5.3. THE VEHICLE

5.3.1. Condition of the Vehicle.

A description of the condition of the Vehicle will be given to the Renter at the same time as the pre-printed rental agreement. The Renter is required, before leaving the rental location, to check the condition of the Vehicle. Where an apparent defect is found which is not already listed in the document, the Renter is required to inform immediately the Europcar employee at the counter in order to proceed to a joint-examination of the Vehicle.

In such a case, amendments must be stated in the document duly countersigned by both parties.

If the amended document is not countersigned by both parties, the condition of the Vehicle shall be as set out in the document given to the Renter with the pre-printed rental agreement and the Renter shall be reputed as having received the Vehicle in good condition of use.

The Renter shall return the Vehicle in the same condition as it was provided at the start of the rental.

The Renter is responsible for any repair or refurbishment costs and these will be added to the cost of the rental, subject to the conditions of the section "Summary of Optional Guarantees" as set out below.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee located in Australia, Belgium, Germany and Luxembourg:

Australia : The kilometer charge, if any, is calculated according to the Vehicle's odometer. If the Vehicle's odometer fails or is tampered with, the kilometre charge, if any, is of AUS\$ 400 per day at the applicable kilometre rate. **Belgium :** When driving in Italy, the Renter remains totally responsible in the event of theft or conversion of vehicles from Fullsize, Premium, Luxury, Special, Cabriolets and SDMR Categories, without possibility for the Renter to take the theft coverage. It is not authorised to drive any model of the makes Mercedes, Audi and BMW from Belgium into Italy. **Germany and Luxembourg :** The Renter is obliged, at the expiry of the rental period, to return the vehicle to the agreed venue during Europcar's business hours. The kilometre price is calculated according to the odometer position from rental station to return station. If the odometer fails, then the calculation is made according to the roadmap distance plus 10 %, but at least 100 km per day, unless the Renter can prove that less kilometres were driven.

5.3.2. Use of the Vehicle

The Vehicle must not be driven by anyone other than the Renter and then for so long only as the Renter's ability to drive is not in any way impaired by mental or physical incapacity or restricted by law.

If the Renter wishes to take the Vehicle outside the country of rental, the Renter is obliged to check that the Europcar's Country Terms and Conditions so permit the Renter and, where necessary, obtain Europcar prior written consent.

Depending on the country of rental, some restrictions may apply with respect to :

- loading the vehicle on trains, boats, ferries or similar means of transportation;
- taking the vehicle from the mainland onto an island; - taking certain types of vehicles across borders.

The Renter is advised to check at the time of reservation. Details of the restrictions which currently apply will be given to the Renter at the same time as the pre-printed rental agreement.

The Renter must take care of the Vehicle, keep it in good repair and condition, pay any fines for which the Renter may be liable, and reimburse Europcar for any damage to the Vehicle, and refund to Europcar for any costs it incurs.

The Vehicle will be provided to the Renter with a full fuel tank. The Renter must only refuel the Vehicle with

the correct type of fuel. Costs for fuel and refuelling service will be at the expense of the Renter if the Vehicle is not returned with a full tank.

The Renter is liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Europcar is charged, unless they have arisen through the fault of Europcar.

During the rental period the Renter must carry out the usual checks (engine oil level, tyre pressure..etc) as would any careful user and must respect the maintenance cycle of the Vehicle as stated in the maintenance guide, if any.

When parking the Vehicle, even for a short period, the Renter undertakes to lock it and make use of the Vehicle's alarm and/or immobilisation equipment. The Renter must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

The Renter undertakes to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. For a car, this means primarily carrying passengers other than for hire and reward. In particular, the Renter must not use the Vehicle for any of the following purposes:

- driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances,
- transportation of inflammable, dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances, - for carrying anything which, because of its smell or condition, will harm the Vehicle or mean Europcar lose time or money before it can rent the Vehicle again, - transportation of live animals (with the exception of domestic pets, subject to prior authorisation by Europcar), - with a roof rack, luggage carrier or similar, unless supplied by Europcar, - re-rental to or use by other persons, - carrying passengers for hire or reward, - participating in rallies, competitions or trials, wherever they may take place, - giving driving lessons, - pushing or towing another vehicle (except those vehicles equipped by Europcar with a towing-hook; maximum load 1,000 kg), or exceeding the authorised load weight. - travelling on non-paved roads or on roads, the surface or state of repair of which could put the vehicle's wheels, tyres or its underbody mechanics at risk, - intentionally committing any offence. - none of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, shall be permitted to damage the Vehicle, nor put the occupants abnormally at risk, - in any way which breaks the highway Code, road traffic laws or any other laws.

The Renter will be liable for any offence committed during the rental period which relates in any way to his / her use of the Vehicle, as if he / she were the owner of the Vehicle. The Renter agrees that Europcar may pass his / her personal details to the Police or any official body who request them, if to do so would be in accordance with the data protection law of the country of rental.

IMPORTANT NOTE: Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc.. is excluded from the damage cover, unless force majeure can be proved. Exceptions from this regulation may apply in some countries.

5.3.3. Maintenance / Mechanical problems.

The Vehicle has been provided to the Renter with a full set of tyres in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, the Renter undertakes to replace it immediately at his / her own expense with a tyre of the same dimensions, type and wear characteristics.

The Renter is obliged to stop the Vehicle if any of the instrument panel warning lights which are intended to indicate the existence of a fault light up, or if the Renter becomes aware of anything else which may indicate the presence of a fault with the Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, the Renter will be

required to pay a distance charge according to the rates in force in the country of rental.

When the rental starts, the Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes unroadworthy or unfit for normal use during the rental because of mechanical breakdown or accident, the Renter must inform a Europcar station or telephone the emergency number shown on the wallet of the rental agreement.

Europcar will have the choice between replacing the Vehicle or accepting repairs to be done to the Vehicle. In the last case, repairs can only be made after written or oral confirmation from and instructions given by Europcar as well as prior acceptance by Europcar of the estimation of costs. The Renter has to be able to provide name and station name of Europcar accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Europcar. If not, Europcar reserves the right to request from the Renter the remittance of the defective pieces and the paid invoice.

The Renter may at his / her own initiative, proceed to any repair. The fees and expenses of any repair undertaken without the order of Europcar shall not be reimbursed to the Renter.

All accidents, damages or breakdowns of the car, even those which may already have been repaired, must be notified to Europcar or any of its agents at the time of return of the Vehicle. This clause is without prejudice to any liability which the Renter may have for payment of damages for which is responsible.

Europcar will not be liable for the Renter's own loss or damage including loss of profit or earnings unless the competent laws provide that Europcar cannot exclude or restrict its liability to the Renter for this.

5.3.4. Breakdown Assistance

For the length of the rental, as agreed with Europcar, the Renter has the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, it can be contacted by calling the telephone number indicated on the wallet of the rental agreement or on the windscreen or on the key holder.

In order to benefit from this cover, the Renter must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If the Renter does not contact the Breakdown and Assistance Service and initiates steps or makes any disbursements without the prior consent of Europcar, the Renter will not be able to claim for reimbursement of the expenses. The rule of prior approval does not apply only in the event of breakdown on motorways. Consequently, the roadside repair or towing expenses will be reimbursed to the Renter.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee situated in the United-Kingdom:

A Breakdown and Assistance service is provided through the RAC, who must be contacted immediately. This cover provides assistance on all roads and motorways in the U.K.

5.4.RENTAL PERIOD

5.4.1. Principle and calculation

The Renter undertakes to return the Vehicle to the Europcar at the agreed place, on the date and at the time indicated on the rental agreement, under penalty of civil or criminal prosecution, unless as a result of something that is out of the Renter's control.

The maximum duration of a rental agreement within a Ready transaction is of 28 days. The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time the Vehicle is made available. However, an "allowance" of 59 minutes is applied at the end of the rental before the start of a new

24-Hour period.

If the renter returns the Vehicle to any other Europcar rental location than the agreed place, repatriation costs will be charged to the Renter.

5.4.2. Extension

Should the Renter wish to keep the Vehicle for a period longer than that originally set out in the rental agreement, but not exceeding 28 days, the Renter is required to contact by phone first the nearest Europcar location in order to extend the duration of the rental agreement (according to the country of rental this may require the Renter to come in person to a Europcar location). The Vehicle is insured to the period mentioned on the rental agreement. Once this period is passed, unless Europcar has agreed an extension of the rental period, Europcar shall have no liability whatsoever, whether in contract or tort for any loss damage cost or expense caused by or to the Renter or to or by the Vehicle, for which the Renter will consequently be held totally responsible and shall indemnify Europcar.

5.4.3. Delivery and collection terms in the UNITED KINGDOM and AUSTRALIA:

Where the Renter asks Europcar and Europcar agrees to deliver the Vehicle or to collect the Vehicle, the Renter may have to pay additional charges and follow additional instructions. The Renter must check at the time of reservation.

When the Renter returns the Vehicle, or when Europcar has agreed the Renter shall do so, the Renter leaves the Vehicle for collection by Europcar, the Renter must complete the details of the date and time of return, the mileage and fuel gauge reading and other information shown on the rental document wallet. The Renter must also do anything else, which Europcar requests as a condition of agreeing to collect the Vehicle.

The Renter must return the Vehicle immediately if Europcar asks the Renter to do so. In the event that the Vehicle is not delivered to Europcar upon request the Renter hereby authorises Europcar to enter the Renter's premises and to do any and all other things necessary to repossess the Vehicle. Any costs associated with such repossession shall be for the account of the Renter. Europcar may repossess any vehicle without notice or liability where Europcar deems that such repossession is necessary for its own protection.

5.4.4. End of rental

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter at the agreed Europcar location. This must be done to a uniformed Europcar employee and under no circumstances should the Renter give the keys to any persons present at the Europcar location and who the Renter assumes or who purports to be a Europcar employee. If explicitly mentioned in the rental agreement the keys may be returned to the reception desk of an hotel.

If the Vehicle were to be returned without its keys, the Renter will be invoiced for the cost of the replacement keys. Under no circumstances will Europcar accept any liability for articles that may have been left in the Vehicle at the end of the rental.

IMPORTANT NOTE: Outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. The Renter continues to be liable for the Vehicle until the Europcar employee takes possession of the Vehicle, documents and keys when the Europcar location opens.

5.4.5. In the event of confiscation, theft or accident

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, the Renter shall notify Europcar without delay. Europcar shall then be entitled to take all measures which it deems necessary to protect its rights. The Renter shall be liable for all loss damage cost and/or expenses associated with the above measures and for any loss of or damage to the Vehicle unless and then only to the

extent Europcar is directly responsible for such confiscation or impounding of the Vehicle. Furthermore, the rental agreement may be terminated by right as soon as Europcar is informed by the legal authorities or by the Renter.

Any use of the Vehicle which may be detrimental to Europcar will entitle the latter to terminate the rental agreement by right and with immediate effect. The Renter must return the Vehicle immediately as soon as Europcar so requests.

In the event of theft of the Vehicle, the rental agreement is terminated as soon as Europcar has received a copy of the theft declaration made by the Renter to the Police authorities.

In the event of an accident, the rental agreement is terminated as soon as Europcar has received a copy of the accident report completed by the Renter and, where applicable, the third party. If a new vehicle is provided by Europcar, the rental agreement shall be amended accordingly.

Furthermore Europcar shall have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee located in Australia, Belgium, Germany, Italy, Luxembourg, Poland and the United Kingdom:

Belgium: The Renter agrees to inform Europcar, within 24 hours, of any accident, theft or fire involving the vehicle, and to inform the police authorities immediately of any bodily injuries, theft, vandalism or suspicious fire. In case of confiscation of the Vehicle, further to any offence committed by the Renter of the Vehicle, Europcar reserves the right to charge the Renter the total amount of the expenses that Europcar paid to recover the Vehicle. **Germany:** The Renter must notify the police immediately after an accident, fire, theft, damage caused by animals or other damages. The same applies in the event of accidents caused by the driver without the involvement of third parties. Adversarial claims may not be recognised. Renter must immediately submit a detailed written report with the submission of a sketch to the Europcar, even in cases of minor damages. The accident report must, in particular, contain the name and address of persons involved and of any witnesses as well as the official registration plates of the vehicles involved. **Italy:** In the event the Vehicle is stolen and the Renter does not return the keys, Europcar may require the payment of a sum amounting to 180 days of rental ("Airportdrive" public tariff in force) and a the cost of full fuel tank, that in any event shall not exceed the market value of the Vehicle at the time of the event. **Australia and United Kingdom:** If the Vehicle or any of its parts or accessories are stolen or damaged, by a criminal act or if it is involved in an accident in which someone is injured, the Renter must immediately contact the local Police to report the incident. The Renter must then telephone the rental station from which the vehicle was rented and report the incident within twenty-four hours and give Europcar the police details and any other information Europcar asks for. The Renter must also telephone the rental station from which the vehicle was rented within 24 hours to report any other incident in which the vehicle is damaged. If following any incident the vehicle is unroadworthy or dangerous it must not be used.

The Renter must always:

Take the Police Crime Number and the reporting Officer's name when the police are involved;
Take the names, addresses and telephone numbers of all witnesses when relevant; Avoid saying or doing anything which admits the accident was the Renter's fault; Send to Europcar all papers and documents the Renter receives about the accident or damage (including copies of any court papers and any legal documents); Fill in an Europcar Motor Accident Report Form, sign it and send it to Europcar within 48 hours of the loss or damage otherwise the insurers may refuse to consider the claim; Co-operate fully with Europcar, the insurers and anyone else Europcar, or the insurers appoint. The Renter must allow Europcar or the insurers or anyone else the insurers appoint to take legal action and or to enforce legal rights in the Renter's name. The Renter must do anything else which Europcar, or the insurers think is reasonably necessary to help Europcar or the insurers enforce Europcar's or the insurers' rights for loss or damage to the

vehicle, its parts and accessories while the Renter was renting it. If the Renter receives any money in respect of loss or damage to the vehicle and / or its parts and accessories the Renter must pay this to Europcar and until the Renter does, hold it in trust for Europcar. Luxembourg: If the Vehicle is involved in a road accident, the Renter must take all measures which are necessary to determine the facts of the accident including a declaration to the police, the notation of the details of any other vehicles which may have been involved in the accident, the notation of names and persons or/and addresses of persons involved and possibly of witnesses as well as setting up of drawings of the accident, etc. The Renter must communicate all this information to Europcar. In the event of important damage, Europcar should be contacted forthwith by telephone. Without the express consent of Europcar, the Renter is not authorised to recognize any claim of a third party as being founded or to accept the payment of damages, etc. If the Vehicle is no longer fit for driving (as a result of an accident or otherwise) the Renter has no right of free transportation from the place where the damage or accident occurred. Europcar is not obliged to put a vehicle at the disposal or to pay damages to the Renter because of any delay which the Renter may have occurred as result of the rental thereof. Poland: In the event of an accident or a theft the Renter must inform the Police immediately. The Renter has no right to accept the claims of the other side. The Renter should inform Europcar without delay about all damages caused by fire, theft or an accident. Even when minus damages occur the Renter is obliged to deliver a filled accident report together with a situation outline to Europcar. The accident report should especially specify names and addresses of the persons involved and the witnesses of the event as well as registration numbers of the cars involved.

5.5. RATES / TERMS OF PAYMENT

5.5.1. Rates

The total charges for each rental shall be determined according to the price list applicable at the time of rental. If the Renter does not meet the preconditions for a contractual rate, then the standard rate is to be paid. In the event of one-way rental, the one-way rate is applicable.

5.5.2. Terms of payment

When payment is made by means of a credit card, an authorisation will be requested prior to the start of the rental.

The minimum amount of the authorisation shall be determined by multiplying the rate by the rental period reserved by the Renter and other relevant charges. This amount is available on request at the reservation time and shall be given for purely indicative purposes.

When the Vehicle is returned, the invoiced amount will be charged to the credit card provided, unless the Renter presents another means of payment.

By entering into these terms and where at least one of the parties is domiciled in a non-Euro country, the Renter agrees that the rental agreement will be prepared, if applicable by the country of rental, according to the following rule: The invoiced amount will be converted by Europcar, from the currency of the country of rental, to the currency of the country in which the card of the Renter is issued (Credit card Billing Currency) and shall be pre printed with the following mention: " Final charged amount will be converted into your Credit Card Billing Currency " plus the 3- letter code (ISO format) identifying such Card Billing Currency.

Nevertheless, the Renter will have the possibility at time of check in to request the non application of this currency conversion when asking for his / her invoice to be printed.

Otherwise, the final charged amount of the rental will be converted at the rate of exchange determined by the Interbank Cardschemes, aggregated for the day, plus a commission of 2.50 %. Any delayed or amended

charges will be processed in the same currency as selected by the Renter and on the day they are received using the exchange rate applicable on that day. If for whatever reason the conversion cannot be processed by Europcar, the transaction will be submitted in the currency of the country of rental.

When payment is tendered by means of a Europcar Privilege charge card it will be accepted on and subject to the terms on which such card was issued by Europcar.

IN THE EVENT OF NON-PAYMENT BY THE DUE DATE SHOWN ON THE INVOICE, THE RENTER WILL BE LIABLE, FOR PAYMENT OF INTEREST ON THE DUE AMOUNT IN ACCORDANCE WITH THE DETAILS ON THE INVOICE, IF ANY.

The Renter hereby explicitly acknowledges that non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise Europcar to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the pre-printed rental agreement, and correspond to the characteristics the Renter originally indicated at the time of reservation (Vehicle type rental, duration, return station..). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

Should the Vehicle not be returned with a full fuel tank, the Renter will be charged for the missing quantity of fuel and for the refuelling service according to the tariffs in force in the country of rental, unless the Renter has subscribed to the full tank option.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee located in Australia, Germany, Italy and the United-Kingdom:

Australia : At time of rental, a deposit corresponding to the estimated amount of the rental price must be charged on the credit card. The balance must be paid upon return of the Vehicle. In the event of non payment by the Renter in due time as indicated in the invoice Europcar will charge interest at 15% per annum on any amounts due by the Renter to Europcar. **Germany:** At time of rental, a deposit corresponding to the estimated amount of the rental price must be charged on the credit card. The balance must be paid upon return of the Vehicle. Where the rental fee is credited according to a contractual agreement, then it is due 14 days after the vehicle has been returned back. After arrears have commenced, for every reminder a fee of EUR 2.50 will be charged. If the Renter is in arrears, the late payment interest rate is 3 % above the European Central Bank discount rate, but at least 6 %, annually. The Renter is allowed to prove that damages due to arrears have been less. If arrears on the part of the Renter necessitate commissioning a collection agency, then the renter must bear the costs thus incurred **Italy:** In the event of non-payment by the due date shown on the invoice, the Renter will be liable, once formal notice has been given, for payment of interest at the official B.C.E annual interest rate of the country in which Europcar has its registered office, increased by 3 points . **United Kingdom:** Value added Tax : All Europcar's charges are stated exclusive of Value Added Tax. Europcar will charge interest on any amounts the Renter does not pay Europcar on time at 15% per annum. The Renter will also have to pay the losses and costs Europcar runs up whilst Europcar is preparing, carrying out or trying to enforce these terms. Credit card authorisation. The amount of the requested credit card authorisation will comprise the estimated amount of the rental with an additional amount of £ 150.

5.6. INSURANCE

All the vehicles of Europcar's fleet are insured against Bodily Injury and/or Property Damage that the Renter might inflict on a third party as a result of an accident involving the Vehicle. The amounts for such liability cover are available on request in the country of rental.

The Renter must comply in particular with the rule concerning permitted destinations, as set out in Article 5.3.2 above, in order to have the full benefit of the insurance provisions.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee located in Australia, France, Luxembourg, Poland and the United Kingdom :

Australia : All Vehicles are covered by a Vehicle and Third Party Property and Liability policy to a maximum of AUD\$100,000. If the Renter breaches any of the Rental Terms in this Agreement or if the loss results from immersion in water or from failure to supply keys if the Vehicle is stolen, the Renter shall be fully responsible for all Damage to the Vehicle and Third Party Property and the optional coverages shall not apply. Europcar gives no warranty except those implied by the Trade Practices Act 1974. **France:** All the vehicles are covered by a Third Party Motor Liability policy, as required by law. They also have the benefit of a Roadside Assistance cover. The Renter also has the possibility of taking out optional Personal Accident Insurance and Baggage cover. The conditions and limitations applicable to the compulsory or optional insurance and covers, as well as those of the Roadside Assistance cover can be found in the Insurance & Assistance brochure attached to the rental agreement. **Luxembourg :** The Vehicle rented through Luxembourg is covered by a civil liability insurance pursuant to general conditions approved by governmental decree. The guaranty of the insurance company may be limited in certain cases. Damages to goods as a result of fire or explosion whether or not resulting from a road accident are insured up to a level of 1.239.467,62 Eur. Where Europcar has authorised the Renter to drive the Vehicle outside of Luxembourg, the civil liability insurance is guaranteed only for those countries which are listed on the green insurance card. In the event of damage to the Vehicle, the Renter will incur, without having regard to the question of liability, a waivable of 1.200.- Eur for cars of the categories A,B,C,D,G and K. For all the other categories of vehicles the waivable amount is 1.650.- Eur. These amounts are payable at the time and where the Vehicle is returned. For damages exceeding the above amounts, Europcar shall accept payment therefore to the extent that the insurance covers the damage. The Renter, disregarding any question of liability must pay any damages not covered by the insurance, in particular in the event of damages which occurred outside of Luxembourg including the fees resulting from the transportation of the Vehicle to the place where it is being repaired. The Renter must also pay any damages to the third parties which are not covered by the liability insurance. In the following cases, the Renter must pay the entire damage: - if at the time the Vehicle is returned to Europcar, the Renter does not remit a duly filled-in declaration of accident, - if the Renter does not observe any of the conditions relating to the use or sublease of the Vehicle as set out in these conditions, - where the time to return the Vehicle has been exceeded more than 24 hours as per the time set out in the rental contract. **Poland :** Europcar warrants insurance according to the motor liability insurance policy only to those persons who use the vehicle with Europcar's approval. Europcar is responsible only for the losses or damages suffered by the Renter or third parties concerning the Vehicle or its use if the said losses or damages have been done on purpose or by a flagrant negligence on the part of Europcar. Europcar is not responsible for any other event and the Renter will not attempt to make Europcar responsible for such claims. **United-Kingdom:** The Third Party Cover ("TPC") which Europcar provides to the Renter (in accordance with the requirements of the Road Traffic Act 1998) gives the Renter unlimited cover against claims relating to bodily injury or death arising from the use of the vehicle, together with £250,000 cover for property damage. Rates that include Europcar Liability Insurance are only available to renters between the ages of 23 and 75 years (74 and 364 days). The Renter can arrange his / her own fully comprehensive insurance but the Renter must obtain Europcar prior permission in writing first and the Renter must provide the Europcar with a valid cover note before the rental commences. Full details are available from the Head office of Europcar.

5.7. LIABILITY IN THE EVENT OF DAMAGE TO THE RENTAL VEHICLE OR THEFT OR CONVERSION THEREOF.

The Renter is liable for the Vehicle which has been entrusted to him/ her.

Therefore, in the event of theft of the Vehicle or damage caused to it for which the Renter is responsible, the Renter will be required to indemnify Europcar to the extent of the loss which has actually been suffered (namely but not limited to amount of repairs, resale value of the Vehicle, loss of use, administration charges..). The amount shall not exceed the market value of the rented vehicle at the time of the event.

This liability is reduced if the Renter has taken out the option "reduced liability" in the event of damage

and/or theft, as set out in Article 5.8 below. Therefore, at the end of the Rental, **IN THE EVENT OF DAMAGE OR THEFT, THE RENTER WILL BE DEBITED** with an amount equal to the non-waivable excess charge according to the tariffs in force in the rental country.

The Renter is advised that any waivers he may have chosen will be invalidated if the Renter's fails to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuses or misuses it.

The Renter shall not be exempt from liability towards Europcar in the case of breach of contract. Therefore, the Renter will be responsible for any financial loss Europcar suffers as a result and for any relevant claims made by other people. The Renter agrees to pay any amounts Europcar spends enforcing these terms. **THEREFORE EUROPCAR SHALL BE UNDER NO LIABILITY WHATSOEVER WHETHER IN CONTRACT OR TORT OR OTHERWISE FOR ANY CONSEQUENTIAL OR BUSINESS LOSS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OR CONTROL OF ANY VEHICLE AND THE RENTER HEREBY AGREES TO INDEMNIFY EUROPCAR FOR ANY LOSS OR DAMAGE LIABILITY AND EXPENSE INCURRED BY EUROPCAR ARISING FROM THE BREACH OF THESE TERMS BY THE RENTER.**

If the loss suffered by Europcar were to be subsequently reduced (recovery of the Vehicle within 60 days, partial or total liability on the part of the Third party), the Renter will receive the corresponding reimbursement.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee located in Australia, France, Germany ,Italy and Poland.

Australia : The special conditions in Art 5.6 for Australia apply also to Art 5.7 **France: Avoidance of Cover :** Those drivers who do not appear on the rental agreement can lay no claim to the covers for damage to or theft of the Vehicle. Non-compliance with any one of the obligations explicitly set out in the General terms will result in avoidance of the covers taken out. In that case, the Renter(s) will be liable for the whole cost of the accident in accordance with Common Law of Liability. **Germany: Renter's Liability** In the event of accidental damages, loss, theft or improper use of the Vehicle or an infringement of the contractual duties according to the rental agreement, the Renter is liable for the repair costs or in the event of a total loss the replacement value of the Vehicle less the residual value, where the Renter responsible for the damage. In addition, the Renter shall also reimburse possibly incurred consequential losses, in particular reduction in the value, towing costs, expert fees and a lump sum for the administrative expenses. Where a liability exemption is agreed against payment of an additional charge, Europcar exempts the Renter in accordance with the principles of a fully comprehensive insurance policy with the following excess for damage to the Vehicle. The excess for cars for each damage is EUR 340.00 for upper middle class but EUR 520.00 for upper middle class vehicles (e.g. BMW 523i), for luxury class vehicles (e.g. Audi A6), mini cans (e.g. VW Sharan) as well as in all cases for renter below age 23 (except for deputy company drivers and vehicle replacement- or road assistance rents). For vans up to category 4 the excess payments amounts EUR 520.00, for category 5 (e.g. MAN 8.185) EUR 800.00 per damage. A list of the excess payments for the respective vehicles is available at the place of the closing of the contract. This excess only applies where no alternative individual agreement has been made. The liability waiver does not provide an exemption from the obligations according to the rental agreement. The Renter is also fully liable in the event of an infringement to the contractual conditions, in particular for losses that arise in the event of use by an unauthorised driver or for a prohibited purpose. If the Renter shall have fled the scene of an accident or has infringed against his obligation, the Renter is also fully liable unless the infringement has no affect on determining the loss. In addition, the Renter is fully liable in the event of causing the loss deliberately or gross negligens, in particular being unfit to drive due to the consumption of alcohol as well as for losses that are caused by cargo or by improper operation (e.g. filling up with the wrong type of fuel). Regarding comprehensive coverage (exclusive of collision damage) , the Renter is liable in particular for damages to glass and damages caused by wild animals, fire and theft with an excess of EUR 160.00 per loss. In all other cases the statutory liability shall apply. Otherwise, legislative provisions remain applicable. **Europcar's liability :** Europcar shall be liable to the Renter for damages, limited

to ten times the amount of the agreed net rent, in the event of delay in performance or impossibility to perform for which Europcar is responsible. Statute of limitations : Where the accident was reported to the police, any claims for damages made by Europcar against the Renter shall only become due once Europcar has had the opportunity to peruse the records of investigation. The term of limitation begins six months at the latest after the return of the Vehicle. When such records become available Europcar shall immediately advise the Renter of the date they were produced to them. Italy: In the event the Vehicle is stolen and the Renter does not return the keys, Europcar may require the payment of a sum amounting to 180 days of rental ("Airportdrive" public tariff in force) and a full tank of fuel that in any event shall not exceed the market value of the Vehicle at the time of the event. Poland : If the Vehicle has been damaged, stolen or has lost all or any of its parts, regardless of the Renter's or a third party's fault, the Renter will be charged with the actual repair cost up to the Vehicle value. If the loss has occurred due to a fault of a third party and Europcar receives compensation for it, the sum paid by the Renter shall be returned to him / her. If the Renter approves conditions of the Collision Damage Waiver and/or Theft Waiver on the first page of the rental agreement, the Renter's responsibility in the event of a damage to theft, loss of the vehicle or of its parts may be limited to the real cost of the repair up to the maximum amount indicated on the rental agreement, on the condition that Renter has not violated any rental conditions set out in the rental agreement. The Renter has the possibility to cancel this liability by approving SCDW (Super Collision Damage Waiver), which cancels Renter's financial liability for Vehicle Damages with the exception of theft and fire. Should the damage be done on purpose, or as a result of a Renter's inability to drive because of the influence of drugs or alcohol, the Renter's responsibility is unlimited.

5.8. SUMMARY OF THE OPTIONAL CONTRACTUAL GUARANTEES OFFERED BY EUROPCAR

ALL THE FOLLOWING GUARANTEES ARE ONLY APPLICABLE WORLDWIDE FOR THE DURATION OF THE RENTAL AGREEMENT AND SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF THE TERMS OF SECTION V.

The Renter acknowledges that the Renter has read and understood the following summary of the terms relating to optional Exoneration and/or Limitation of Liability ("ELL") guarantees and that the Renter may elect to choose any of the optional ELL guarantees by so indicating on the enrolment form. When the Renter rents for any other purposes than its company's business or in the event the Europcar contractual rates for such company do not include the ELL guarantees the Renter requires, the choice made on the enrolment form shall apply to all rentals made within the Ready Service. It should be noted that the ELL guarantees may be cancelled or may be voided if the Renter has given any false information.

CDW (Collision / Damage Waiver):

If chosen and indicated in the enrolment form or if included in the rate, this facility will limit the Renter's liability for any damage to the Vehicle which is not otherwise recovered from a third party, subject to the Non-Waivable Charge. Exceptions from this regulation may apply in some countries.

NWC (Non-Waivable Charge): Fixed amount charged for every rental for which CDW has been taken out and where the Vehicle is returned damaged and the repair costs are not recovered from a third party. The amount of Non-Waivable charge may vary from time to time. Details are available at time of rental.

P.A.I (PERSONAL ACCIDENT INSURANCE): If chosen and indicated in the enrolment form or if included in the rate, this option provides a financial indemnity for the Renter and passengers (subject to permitted number of occupants in the vehicle) in the event of death or permanent disability. The amounts vary from country to country and may also vary depending on whether an adult or a child is involved. Similarly, Partial Disability may lead to lower payment or to no payment at all if disability percentage is below a certain threshold.

Some countries may also provide reimbursement of medical costs under this option.

The PAI coverage is provided by an Insurance Company. The terms and conditions of this coverage are contained in a master policy which is available upon request. By accepting the PAI coverage the Renter agrees to the terms and conditions of the master policy.

TW / TP (Theft Waiver / Theft Protection):

If chosen and indicated in the enrolment form or if included in the rate, this relieves the Renter of its financial liability in the event of the Vehicle being stolen, except where incurred through negligence and/or breach of contract.

Subscribing to the CDW option alone does not necessarily provide this cover. TW may be mandatory in some countries and is strongly recommended in many countries. It may be subject to a non-waivable charge.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee located in Australia and Switzerland :

Australia : The TW/TP Policy does not apply in Australia. Switzerland : Vandalism is covered by CDW and not by Theft Waiver.

5.9. MISCELLANEOUS

The master rental agreement has been concluded with the person who signed the enrolment form for membership of Europcar Ready Service (with the Master Rental Agreement Option) and whose application was accepted in writing by a Europcar Company or Franchisee and can not be transferred or assigned.

These Terms shall apply to each rental under the Master Rental Agreement Option, as if contained in a separate agreement signed by and made between the Renter and Europcar which provides the Vehicle. These Terms shall be governed and construed in accordance with the laws of the country where Europcar is located and Europcar and the Renter both submit to the exclusive jurisdiction of the Courts of that country in the event of any dispute.

At any time Europcar reserves the right to modify, amend, waive to or add to these Terms with immediate effect. Europcar also reserves the right to cancel the Ready service under Master Rental Agreement Option upon a 3 month's notice period.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee situated in Belgium, Germany, Luxembourg and the United Kingdom:

Belgium : These terms shall be construed in accordance with the laws of the country where Europcar is situated and Europcar and the Renter both submit to the exclusive jurisdiction of the Courts of Brussels.
Germany : For all disputes stemming from or relating to this agreement, Hamburg has been agreed as the proper forum of jurisdiction, if a. the Renter has no general forum of jurisdiction within the country or moves his residence or habitual domicile abroad after conclusion of the agreement or if the Renter's residence or habitual domicile is unknown at the time when suit is brought. b. the Renter is a fully qualified merchant or a person equated therewith under Art. 38, para 1 of the German Civil Procedure Code. Luxembourg: These terms shall be construed in accordance with the Luxembourg law and Europcar and the Renter both submit to the exclusive jurisdiction of the courts of Luxembourg. Unless expressly agreed upon by Europcar, the Vehicle may only be used within the countries of the European Union. United Kingdom: Road Traffic Acts and other laws The Renter hereby agrees to respond to and settle any notice or proceedings received in respect of any offence committed under the Road Traffic Acts during the rental period and any other relevant loss in respect of the Vehicle and its use during the rental period which results in the imposition of fixed penalties or excess charges and to indemnify Europcar against any liabilities or expenses incurred hereunder. Customs and Excise If the rented vehicle is seized by Customs and Excise and a charge is payable to them, the Renter will be liable for all charges and will be billed directly by Customs and Excise. Europcar does not take responsibility for this or any costs relating to this.

5.10. DATA PROTECTION LAW

The Renter expressly authorises the computerised processing and storage on a computer system of any personal data communicated by any means by the Renter to Europcar for the service delivery as well as the offer of new or complementary products or services to the Renter. The Renter is entitled to ask for any modification or cancellation referring to his / her personal data by requesting it in writing and sending it to the data centre at Europcar. In the same way, the Renter expressly authorises Europcar to transfer such data to any Europcar companies, franchisees or external partners with the aim to complete and improve rental car services.

WARNING : The following provisions shall apply to any rentals from the Europcar company or franchisee situated in France and Italy :

France : Law of January 6th 1978 : In order to exercise the right of access or of modification, or in order to oppose the communication of data concerning the Renter to external commercial entities, the Renter should write to : Europcar Group France BP 19 78184 Saint Quentin en Yvelines Cedex. Italy : In accordance with, and for the purposes of, law no. 675 of 31st december 1996 and subsequent amendments and/or integrations, the renter has been informed in advance and explicitly agrees that: a) personal data supplied to the lessor, or in any way collected by him during the rental contract's period of duration, will be handled for the purposes of this contract, as well as for statistical, promotional, mailing and commercial information requirements and debt recovery purposes wherever necessary. the aforesaid data will be handled by the lessor, with or without the help of automated systems, in the form of collection, registration, organisation, processing, filing, modification, selection, interconnection, blocking, communication/diffusion, cancellation and destruction. b) the data may be conveyed by the lessor to companies belonging to the Europcar group, and also to other companies operating mailing operations, promotion and commercial information operations or debt recovery operations on behalf of the europcar group. such data may moreover be used by the lessor to enable road authorities or authorities responsible for further applicable regulations to obtain payment by the renter of the relevant pecuniary sanctions. c) art. 13 of law no. 675/96 assigns a number of specific rights to persons supplying personal data, which are hereafter briefly set out. such rights may also be exercised by persons or associations expressly authorised in writing by the aforementioned persons: * to obtain the cancellation or transformation into an anonymous form or the blockage of data handled in breach of the law; * to obtain the updating, rectification and integration of the data; * to obtain certification that the operations referred to above have been brought to the attention of the persons to whom the data were previously conveyed; * to oppose the handling of the date for justified reasons; * to oppose - exercising this right free of charge - the handling of personal data concerning him envisaged for the purposes of providing commercial information or sending advertising or sales material or for the purpose of conducting market research or sending interactive commercial information; The conferring of data by the client and the relevant approval for them to be handled are given freely and are in any case instrumental to establishing and executing this rental contract. The Holder of the processing of the data is Europcar S.p.A., a company registered in Rome, Via del Fiume Giallo, 196, represented by its pro-tempore legal representative. The Office in charge of processing is the company's General Management. At Europcar's offices, it is moreover possible to consult the detailed list of persons in charge of processing the data and of third parties who are to receive the information