

Thank You for renting with Europcar!

Europcar Denmark, Ostergaard Biler A/S is a Danish company with capital of 15,185,000 DKK and its registered offices are located at: *Fredensgade 17 – 8000 Aarhus C – Denmark* It is registered with the Company CVR-number: 19986292 (“**EUROPCAR/ØSTERGAARD BILER A/S**”).

In accordance with the present general Terms and Conditions of Hire (“**T&Cs**”), the renter/co-drivers (“**renter**”) agrees to the following:

1. The renter shall return the vehicle, together with all tires, tools, documents, accessories and equipment at the correct time and rental location. If the vehicle is returned outside the rental location's opening hours, time of delivery will be at the rental locations proximate opening. The period of the contract is as specified in the contract and may only be extended with permission from EUROPCAR/ØSTERGAARD BILER A/S. If the vehicle is not returned within the contract period, the renter is liable for all loss and damage occurring after the contract period until the time of delivery. Failure to deliver the vehicle within the contract period or cases of non-payment, will result in the renter being subject to the Penal Code § 293.

2. The renter, on receipt of the vehicle, shall examine the vehicle's brakes, steering, indicators and lights and ensures that these are functional according to current regulations. The seals on the mileage recorder must remain intact and if they are broken the renter shall forfeit his deposit in favor of EUROPCAR/ ØSTERGAARD BILER A/S. The renter has received the vehicle in good condition and acknowledges liability for the cost of all fuel, oil and water consumed during the rental period. In the event of accidental mishap, for instance a puncture, where help is called, this is at the renter's own expense. If engine failure is self-inflicted all costs must be paid by the renter

3. The vehicle must only be operated by the renter and additional drivers who are electronically printed in the car rental agreement and duly qualified and licensed and follows the age limits for the different car groups that can be found on EUROPCAR/ØSTERGAARD BILER A/S website. Furthermore the driver and co-drivers must have a valid driver's license and have had it for at least 1 year.

The vehicle may not be used:

- a) to carry passengers or goods for a consideration, explicit or implied, unless the renter holds the necessary bus, taxi or freight permits.
- b) to tow any vehicle or trailer, unless the vehicle is fitted with approved tow bar and the load limits are observed.
- c) at motoring events, driving courses, race tracks etc.
- d) for driving with construction material or goods or food which involve obnoxious odors or major mechanical wear, unless the rented vehicle is constructed for this purpose.
- e) for driving outside firm roads or sites, including gravel and dirt roads and driving on the beach.
- f) to transport dogs and other animals unless it is electronically printed on the front page of the rental agreement. The renter is responsible for any extra cleaning.
- g) by any person under the influence of alcohol, medicine or drugs.
- h) The vehicle may not be fitted with roof racks.

4. The renter or additional driver expressly acknowledges personal liability to pay the lessor, on demand:

- a) the agreed amounts mentioned on the rental agreement, including insurance premiums, taxes and tariffs according to current legislation.

b) additional expenses for delivery/collection as well as kilometer charge to our nearest station, if a written agreement with the lessor does not exist.

c) all fines, costs and fees for traffic or parking violations imposed on the vehicle renter, or lessor during the rental period, except where the violation was the fault of the lessor. It's the renters own responsibility, that the vehicle is equipped with a valid eco-label in the front window when driving into an environmental zone.

d) expenses imposed on the lessor by the renter, such as legal fees where permitted by law, administration fees, debt collection fees etc.

e) the lessor's expenses for repairs of damages and any secondary damage on the vehicles, as a result of intention, gross negligence or other violations displayed by the renter or co-driver, regardless of any collision damage waiver, including but not limited to refueling the vehicle with the wrong type of fuel, failure to react to warning signals from the vehicle's systems etc. If the car has been smoked in, which is not allowed, or is returned in extraordinarily dirty condition EUROPCAR/ØSTERGAARD BILER A/S is entitled to charge the renter a fee for extra cleaning, regardless of any insurances taken.

f) lessor's costs of repairing collision or other damage, in the event of theft and of procuring an extra key, if the original key is lost. Provided the vehicle is operated in accordance with all the terms of the rental agreement, the renter's max. liability per accident is:

The excess stipulated by Færdselsstyrelsen (the Danish Road Safety and Transport Agency) and the Rental Company plus loss of use as follows: Group A, B: DKK 250. Groups C, D, F: DKK 350. Other groups, vans and lorries DKK 550. Up to 30 days can be charged for loss of use. The above mentioned loss shall be waived if the renter has purchased in advance the collision waiver as endorsed by his initials in the "Accepts" space provided in rental agreement.

The car insurance however only covers damage to the car and liability, but not theft of the car or damage or theft of the renters' personal belongings. The theft protection insurance is also a personal accident insurance (PAI), which covers bodily injury independent of other insurances. It does not cover damage to or theft of the renters' personal belongings. Renters younger than 26 years and renters of vans and trucks will always have a mandatory excess charge per damage of DKK 900 and furthermore do all renters have a mandatory excess charge of DKK 1,500 on busses.

g) If the original keys are lost and the car is stolen, the lessor shall demand payment of excess from the renter according to art 4.F and the rental agreement.

The renter must inform EUROPCAR/ØSTERGAARD BILER A/S immediately after realizing that the key has been lost. The key must be kept safely at all times. In case of gross negligence by the renter he/she is liable for all losses in connection with this.

h) In case of damages to vehicles from group 5 to 12 on the thermos, tarpaulin and frame, incl. the extra high roof on the group 4, e.g. damages that happen as a result of collision with a low entry or ceiling in for example gate, garage, bridge/viaduct etc. there is ALWAYS a mandatory excess of DKK 7,000 regardless of any collision damage waiver. The excess charge will also be charged on consequential damage from the above mentioned collisions on sunshades, gates, viaducts, basement garages, poles etc.

i) If the vehicle is returned outside of opening hours and/or new damages are identified during the inspection of the vehicle, EUROPCAR/ØSTERGAARD BILER A/S will contact the renter by email/letter with i.a. photo documentation and price estimate. The renter has up to 14 days to challenge the evidence by either mail or letter and the excess must not be charged during that period. After the 14 day period has passed the renter still has the possibility to contact the lessor regarding the invoice by mail: skade@europcar.dk

j) THE RENTER/ADDITIONAL DRIVER HAVE PERSONAL, JOINT AND SEVERAL LIABILITY FOR THE CONDITIONS MENTIONED UNDER A) - I), IRRESPECTIVE OF THE ADDRESS OF PAYMENT WHICH MIGHT BE STATED ON THE RENTAL AGREEMENT.

5. The renter and co-drivers are insured under a standard motor vehicle policy. The policy contains public liability and damage to property insurance within the limits required by law in the country where the vehicle is registered. The renter is bound by and agrees to the terms and conditions of this policy. In addition the renter agrees to protect the interests of the lessor and the lessor's insurance company in the event of an accident during the term of the rental contract by:

a) obtaining vehicle registration numbers, names and addresses and photos from the site of parties involved, and/or witnesses.

b) not admitting liability or guilt.

c) not abandoning the vehicle without making adequate provision for its safeguard and security. The renter is also required to give a detailed report including diagram to the lessor and fill out the accident report.

d) calling the nearest rental location of the lessor by telephone/mail even in the event of slight or minor damage.

e) notifying the police immediately if the guilt of another party has to be ascertained or if people are injured.

6. The lessor shall not be held responsible for loss or damage to any property left, stored or transported by the renter or any other person in the vehicle before, during or after the term of the rental contract. Furthermore the lessor shall not be held responsible for any claims or costs arising from such loss or damage. The renter agrees to defend and indemnify the lessor in the event of such claims or costs.

7. The lessor, whilst taking all precautions and using his best efforts to prevent such happening, shall not be held responsible for mechanical failure of the vehicle or consequential damage. The renter must always lock the vehicle when it is not in use. All repairs must be authorized by EUROPCAR/ØSTERGAARD BILER A/S. Without such authorization, expenses for transport, towing, repairs at workshop etc. will not be refunded. The renter must be able to refer to the rental station and the person with whom he/she has spoken.

8. Additions or amendments to his contract are void, unless agreed upon in writing.

9. THIS AGREEMENT IS TO BE INTERPRETED IN ACCORDANCE WITH DANISH LAW WITH AARHUS AS LEGAL VENUE.

10. The lessor can cancel this contract without notice.

11. BY SIGNING THE RENTAL AGREEMENT THE RENTER AGREES TO LET THE LESSOR DEBIT THE RENTER'S CREDIT CARD/PAYMENT CARD FOR ANY EXPENSES THAT THE LESSOR MAY HAVE FOR REPAIRS AND LOSS PER DAY AFTER COLLISION DAMAGES OR OTHER DAMAGES TO THE CAR.

a) The renter can retract this consent by notifying the lessor in writing. The retraction cannot take place after the occurrence of the collision/damages.

b) In case of retraction the lessor has the right to cancel the rental.

12. It's to be noticed that the rental car can be owned by lessor's financial partner. The vehicle must be driven into the following countries: Austria, Belgium, France, Germany, Holland, Italy, Liechtenstein, Luxembourg, Monaco, Portugal, Switzerland, Spain, Norway and Sweden. Driving north of Oslo and Stockholm and south of Rome and Madrid in vans and trucks is only permitted with preceding acceptance in writing. It's not allowed to drive to Finland and Portugal

Tax:

25%

Deposit policy:

Total rental estimate+2500 DKK

Additional driver:

With the consent of the renter, the vehicle may be driven by other persons. Conditions and charges available from Europcar Reservation Office.

Age:

Minimum 23, 26 or 28 years according to the car group : For Economy and Compact cars minimum age is 23 years, Intermediate and Standard cars 26 years, all other car groups including Convertibles and Special cars 28 years. When renting a vehicle, a driver qualified as a "young driver" (Drivers under 26 years old) pays a specific charge (the "Young Driver Surcharge").

Airport surcharge:

Details are available from Europcar Reservation office.

Cash rental deposit:

No Cash Rental Deposit Available.

Chauffeur driven service:

Not available.

Credit cards accepted:

American Express, Diners Club, Master Card, Visa. For Premium, Luxury and larger car groups, Convertibles and special cars 2 credit cards are required.

Driving license:

Held for at least one year.

Financial qualification

Not available

Insurances:

If LDW is included in the rates quoted, the excess charge is DKK 5000 for all vehicles. If rates quoted do not include insurance, SLDW may be purchased. The excess will then be zero for all vehicles. If rates quoted do not include any insurance and LDW is not purchased, customers will be responsible for the full excess charge in case of accident or theft.

One-way rentals:

A) Domestic: Available between Europcar stations. B) International: Available - Details available from Europcar Reservation Office.

Modification or cancellation of booking:a) **Modifications**

Renter can modify the booking, free of charge, provided You let Europcar know **at least 48 hours before** the rental is due to start.

- Please be aware that new rental prices may apply if renter modifies the booking and renter should always use the same communication channel that he/she used when booking the Vehicle in the first place. Alternatively, renter can call our Call Centre on (+45) 89 33 11 33.

b) **Cancellation and No show**

- If renter has prepaid the booking online:
 - o Renter can cancel the booking free of charge provided that he/she has given Europcar at least 48 hours notice before the rental is due to start.
 - o If renter cancels giving Europcar less than 48 hours notice, the prepaid amount will be refunded less a late cancellation fee of 375 Danish krone (50 euros).
 - o If renter has not cancelled and fail to come to the Europcar station to pick up the Vehicle, the prepaid amount will be refunded less a "no show" fee of 750 Danish krone (95 euros).

For the purpose of this section, cancellation of the booking or failure to pick up the Vehicle due to Force Majeure means that the renter is prevented or delayed by reason of war and other hostilities civil commotion, accident, lock-outs, trade disputes, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond renter's reasonable (direct or indirect) control.

- If You have not prepaid Your booking online:
 - o Renter may modify or cancel the booking free of charge up to the time of pick up.
 - o If you do not cancel your booking and fail to collect the Vehicle at the time of pick-up, a no show fee will be charged of 750 Danish krone (95 euros).

Other services:

Child Seat Baby, Child Seat Infant, Child seat Toddler, Snow chains, Winter Tyres, Navigation system. Available Within and Outside City limits on request.

Use of Winter Tyres:

According to the Danish Road Traffic Act, Winter Tyres are not mandatory. If driving to Germany, Sweden and Norway from November to March, Europcar Denmark require their Customers to book Winter Tyres as Special Equipment. Details are available from Europcar Reservation Office.

Other conditions for car hire in Denmark :

Certain driving restrictions may apply for driving into certain countries. Details are available from Europcar Reservation Office.