

TERMS AND CONDITIONS OF HIRE FOR RENTAL AGREEMENT

By entrusting this vehicle to you, Europcar Romania make a commitment to you and you to them, on the contractual terms and conditions of hire set out below, subject to force majeure as defined in Romanian Law. Any deviation from these terms shall require prior consent in writing from the company.

1. DEFINITIONS AND GENERAL CONDITIONS

The various notions to which their terms refer shall be construed in accordance with generally applicable law relating to leases.

The hire contract is made on a personal basis and may not be transferred.

“You”, “the hirer” means the drivers and payers mentioned in the hire contract and those signing it, who are deemed hirers.

“We”, “the company” means Europcar Romania.

“The vehicle” means a passenger car or utility vehicle let to you for the durations agreed under the Rental Agreement.

“Damage” shall mean any damage to the vehicle including glass damage, which shall include lenses, mirrors, and lights.

“Theft” of the vehicle shall include vandalism theft of accessories and attempted theft.

“Travelling abroad” Romania is allowed in certain countries, conditions, and costs according with Europcar Romania insurance program at the beginning of your rental.

You can travel abroad Romania with a written authorization from Europcar Romania. This authorization must be requested with at least two days, exempt weekends, before you want to pass the Romanian border.

2. PRE-CONDITIONS FOR HIRE

You are required to give us, with supported evidence, all the essential information to draw up you hire contract and in particular your identity, address, the category, and date of insurance of your driving license and the form of payment for your hire.

Any driver must have held for at least 12 months a currently valid driving license, corresponding to the category of the vehicle hired. He or she shall also be aged over 21 (the age required may be higher for certain categories of vehicle). You will be required to make, at the start of hire, a pre-payment in the foreseeable amount of the hire bill, plus the deposit.

3. THE VEHICLE

3.1 The vehicle's conditions

A document describing the vehicle's condition is attached to your contract. You agree to put on it in writing, before departing the station, any apparent damage not described. If not, you shall be deemed to have delivered a vehicle complying with the statement.

We are unfortunately unable to accept claims relating to apparent damage not reported at the time of departure. You must return the vehicle in the condition in which you received it. Any reconditioning costs by the hirer's misconduct shall be added to the cost of hire, subject to the terms of the section “Optional contractual waivers”.

3.2 Use of the vehicle

You must never drive the vehicle elsewhere than Romania without a written authorization of Europcar Romania (see definition, Article 1). In accordance with the principal of personal penalties, you are responsible for the offences committed during the term of the hire. Accordingly, you are informed that your references may be notified to the police authorities on demand. You undertake to use the vehicle in a prudent and reasonable mode and, without being under the influence of alcohol, narcotics or any other substance liable to be detrimental to your driving ability, as laid out in the Traffic Code and in accordance with its intended use which, for a passenger vehicle, means mainly the carriage of persons on a gratuitous basis.

CAUTION: In particular, you may not use the rental vehicle:

- *for rehire;
- *for carrying passengers for hire or reward;
- *to carry a number of persons in excess of that mentioned on the vehicles registration certificate;
- *to take part in rallies, contests or trials, wherever located;
- *to give driving lessons;
- *to push or tow another vehicle
- *on a road unfit for motor vehicle, or the surface or condition of which evolve risks for the tires or parts under the vehicle;
- *to commit a national / international offence.
- *driving the vehicle off roads, mountains, etc.

The goods and baggage carried in the vehicle, including their packaging and fastening shall not damage the vehicle or cause unreasonable risks for its occupants. When you park the vehicle, even for a short stop, you undertake to lock the vehicle and to use the alarm and/or anti-theft devices fitted to the vehicle (if any).

You should never leave the car unoccupied with the keys in the ignition. Failure to return the keys shall render the theft waiver void. In the event of damage or theft, you must forward to the company as soon as possible the accident report or receipt of theft report issued by the authorities, together with the vehicle's keys and documents.

3.3 Maintenance – Mechanical problems

During your hire and according to the mileage run, you will be required to perform customary inspection (oil level in excess of 1000 km, tire pressure, etc.) in accordance with reasonable and prudent use. The hirer shall remain alert to any signal from the warning lights on the vehicle's dashboard and shall take any necessary protection, such as an emergency stop.

CAUTION: Article 3-2 lists the obligations to be observed during your custody of the vehicle.

The vehicle is provided to you with five tires in a condition meeting the traffic-legislation requirements. In the event of damage to one of them otherwise than by ordinary wear and tear, latent defect or force majeure, you undertake to replace it immediately at your own expense with a tire of the same size, type, brand and wear.

In the event of the mechanical breakdown or accident, you are provided with an assistant service, included in the price of the hire. If the odometer has not run for a reason other than technical malfunction, the hirer shall pay for mileage on the basis of 500 km per day.

4. DURATION OF THE HIRE

4.1 Definition and computation

The renter agrees to return the vehicle to the company on the date specified by the hire contract, under penalty of civil and criminal proceedings. The hire duration shall be determined by indivisible period of 24 hours, starting from the time when the vehicle is made available; you are allowed, however, a 29-minute tolerance at the end of the hire before a new period of 24 hours is applied.

If you wish to keep the vehicle beyond the duration specified in the contract, you are required to visit the Europcar office as a priority, to extend the rental agreement and to pay for the extended rental period.

4.2 End of the hire

The hire shall end upon return of vehicle, its keys and documents at the company's counter, to a Europcar agent. In no event will you return the keys to persons present in the car parks and claiming to be Europcar agents.

In the event that the vehicle was to be returned without its keys, the cost of their replacement will be charged to the renter as well as bringing the vehicle back. Vehicle relocation will be charged with 0.50 EUR/km, (VAT included) to the nearest Europcar station.

The company shall bear no liability for property left in the vehicle at the end of the hire.

CAUTION: Only transfer of possession of the vehicle, documents, and keys to the agent during the agency's opening hours shall end the hire contract.

Reminder: You are liable until the end of the hire contract.

Exceptions: if the vehicle is confiscated, the hire contract may be terminated as of rights as soon as the Company is informed by the judiciary authority or hirer.

Any use of the vehicle detrimental to the company shall be cause for the latter to terminate the contract as of right.

In the event of theft, the hire contract shall end upon delivery to the company of the complaint lodged with the appropriate authorities by the hirer. In the event of accident, the hire contract shall end upon delivery to the company of the accident report duly completed by the hirer and any third party involved.

5. PAYMENT

Renter shall be jointly liable for the cost of hire. The estimated cost of hire and services is payable in advanced. It includes the hire fee computed according to the prices in force at the time of the contract's signature, any fees or costs for optional accepted by the hirer, the various contributions related to the supplementary insurance or waivers taken out.

The client accepts to be charged on the same account the amount of excess charges and other charges in case of damage or theft of the hired vehicle, unless the hirer offers another means of payment accepted by the company.

Beyond 30 days hire, an invoice shall be issued, and shall be paid immediately, even if the hire continues. If the due date for payment stated on the bill exceeded, the hirer shall be liable, after notice, for late-payment interest on the amount due, at the legal rate plus a penalty of 0.1% per day over the due date of payment.

The hirer expressly agrees that failure to make a single payment when due or delinquency shall entail immediate maturity of all outstanding bills and entitle the company to claim immediate return of vehicles currently hired. The customer will pay all invoices for closed Rental Agreements.

5.1 Applicable prices

The prices applicable to the hire, supplementary services, and optional waivers or insurance shall be those in force at the time of the contract's signature and based on the information you have provided (duration, return station, etc.).

Any change of such information shall entail application of a substituted price, mentioned in the brochure for the agreed price.

- Gasoline is not included in the Basic Rental rate. The Company rents vehicles fully tanked and the customer must return the rented vehicle with the same quantity of fuel and, pays the missing fuel in the rented vehicle's tank at the check-in.

CAUTION: The customer is fully responsible for the rented car during his rental. Malfunctions caused by refuelling with improper fuel type will be charged with the amount of minimum 250 EUR from the deposit.

5.2 Deposit

The deposit amount covers the extension of rentals or additional charge which might appear at the end of rental. The renter explicitly agrees to pay full rental charges by the end of rental. If the renter is not taken out waivers charge (theft and/or damage), the deposit shall amount to the renter's maximum liability, according to the category of vehicle made available, as specified in the Rental Agreement.

If the renter has taken out waivers charge for damage (CDW mentioned or ticked on the contract) or theft (TWH mentioned or ticked on the contract) only a deposit equal to estimated rental charge + 500 EUR will be required. At the end of the rental, the deposit will be released. If there are damages to be charged, they can be charged from the blocked deposit.

5.3 Payment conversion

The renter who admits paying at the start of the rental with a credit card issued in a non- Euro billing currency has the choice to pay either in Euro, in USD or in RON.

The choice may be amended by the renter at the time of check in, when requesting a printed invoice, otherwise the check- out choice is considered final. If for whatever reason the conversion can't be processed, the transaction will be submitted in RON.

6. LIABILITY IN THE EVENT OF DAMAGE OR THEFT TO THE VEHICLE HIRED

Customer is responsible for the rented vehicle, for the entire period.

Consequently, in case of accident without identified third party, the customer must complete an accident report and submit it five (5) working days but no later than the return of the car to the Europcar desk.

In the event of an accident identified the implication of third parties and the possibility of using their insurance policy, customer's responsibility will be reduced to a payment for the claim file / loss caused by the unavailability of the vehicle, in amount of EUR 119.

In case of theft of the rented vehicle, customer is responsible for replacement cost of the vehicle according with the responsibility of rented vehicle group only if delivered to Europcar within a maximum of two (2) working days car documents, its keys and the report issued by authorities.

If the conditions are not met the above, the customer is responsible for the entire value of the rented vehicle at the market price, updated in normal wear / age / features.

This liability shall be limited if you have taken out the basic / additional insurance which reduces waivers for damage or theft specified under Article 7.

7. OPTIONAL CONTRACTUAL WAIVERS

7.1 Damage and/or theft waiver

CAUTION: All these waivers apply only in Romania, during the terms of the hire contract and subject to compliance with articles 2, 3-2 and 4-2 of these terms. To reduce your responsibility to the non-reimbursable excess charge amount, you may take out cover for the waiver charge for damage ("CDW" Collision Damage Waiver) mentioned or ticked on the contract and/or theft of the hired vehicle ("TW" Theft Waiver) mentioned or ticked on the contract, in consideration of a flat-rate payment per day of hire. Some of our prices include these waivers.

CAUTION: In case of accident / theft please contact the nearest Police station to obtain a police report. Failure to comply with this request shall cause the contractual waivers taken out to be voided.

8. JURISDICTION

The Courts at the location of the company's principal office shall have jurisdiction, to the extent permitted by law, over any dispute among tradespeople arising out of this agreement and which cannot be settled amicably.

In order to exercise your right to access or correction, or in order to object to disclosure of your personal data particularly to other commercial companies, you may write to:

AHL Auto Rent – EUROPCAR FRANCHISEE IN ROMANIA
Str. Oasului nr. 6, Ilfov, Otopeni, Romania
office@europcar.ro

Additional Rental Terms and Conditions - Europcar Romania

Basic Rental rate

Rental charge is calculated in EURO. Basic Rental rate includes duration of rental, kilometres, Third Party Accident Liability Insurance up to the limit set by the country Law and the Compulsory Insurance with the Lessor's Insurance Company if differently not stated in the Rental Agreement. The renter is fully liable for all accidental damages to third parties up to the limit set by the law, caused by his fault. Minimum charge of rental period is 1 day (24 hours). There is a grace period of 29 minutes, free of charge. After 29 minutes a full day will be charged at the rental rates agreed in rental tariffs.

Liabilities and Coverage

CAUTION: All these waivers apply only in Romania, during the terms of the hire contract

In order to reduce your responsibility to the non-reimbursable excess charge amount, you may take out cover for the waiver charge for damage ("CDW" Collision Damage Waiver) mentioned or ticked on the contract and/or theft of the hired vehicle ("TW" Theft Waiver) mentioned or ticked on the contract, in consideration of a flat-rate payment per day of hire. Some of our prices include these waivers.

Third Party Liability – TPL

TPL (RCA) – covers you in case you cause damage to someone or something, including passengers and their property, when using rented car. This insurance is included in the rate. Insurance terms of the TPL (RCA) are not valid on the territory of countries that are not mentioned on the vehicle insurance policy (Green card). The renter will pay full value of all damages and losses caused by accidents on that territory.

Collision Damage Waiver - CDW

CDW - Coverage for accident and other collision damages on the rented vehicle. Accepted CDW reduces, irrespective of fault, renter's financial responsibility to the non-waivable amount for loss of or damage to the rented vehicle and its parts or accessories, except by or following theft or vandalism. Regardless of whether CDW has been accepted or not, the renter is liable for full repair of the damage, if they have been caused by:

- *Driving under the influence of drugs or alcohol (or pills with similar effects);
- *If the renter didn't stop after an accident and didn't take the necessary actions, e.g., notifying the Police, obtaining names and addresses of parties and witnesses involved.
- *Use for illicit / illegal purposes, e.g., smuggling, theft, illegal transport of items or goods.
- *Driving whilst overloaded, over the speed limit permitted according to the vehicle's Circulation Permit.
- *Driving by unauthorized persons, i.e., under the age-restriction, not declared and written on the Rental Agreement.
- *Using the vehicle for any kind of races or competitions, including racing pace making.
- *Driving the vehicle off roads, mountains.
- *Violation of: traffic lights, STOP sign, speed limit, entering in the opposite direction line, driving opposite in a One Way road;
- *Damages to the underside of the vehicle, to the wheels and tires and to the interior space of the vehicle.
- *Hydraulic shock or damages of the engine caused by lack of fluids.
- You are liable for reporting all accidents/other collision damages on the rented vehicle to the relevant Police authorities at the place of the accident, providing the official Police report and filling the Accident Report in our Rental station.
- In case of rented vehicle's accidental damage is not properly reported to the Police authorities, renter is liable to pay full value of the damage, regardless of the purchasing the Collision Damage Waiver.
- You must provide written report on the Accident Report, regardless of the purchasing the CDW.

Insurance terms of the Collision Damage Waiver are not valid on the territory of countries that are not mentioned on the vehicle insurance policy (Green card). The renter will pay full value of all damages and losses caused by accidents on those territories.

THW - Coverage for total loss/theft of the vehicle.

Accepted THW relieves renter financial responsibility for loss of or damage to the rented vehicle by or following theft or attempted theft. Please note that in the unfortunate event of an accident the nearest police station must be informed, and an accident report must be obtained.

CAUTION: Both CDW and THW condition are applicable only if Police protocol and accident report are presented. If not, renter will be responsible even if accepted CDW and THW for all damages to the rented vehicle. CDW and TP are valid only in Romania. Insurance for driving outside Romania is subject to special condition and rates.

The renter explicitly accepts to protect all interests of us and our Insurance Company in case of traffic accident in such a way:

- To take all accident witnesses' names and addresses.
- Not to leave the accident place before securing the rented vehicle from the accident place.
- To call and wait for the Police authorities in case of a serious accidental damage or in case of wounded passengers, even if it is obvious that other side was liable for the accident.
- To submit a written Accident Report to the closest Europcar' Rental Station.

You are liable for all consequences and damages that the hirer may have and that arise from his negligence to obey to the rules set.

Insurance terms of the Theft/Loss Protection Insurance are not valid on the territory of countries that are not mentioned on the vehicle insurance policy (Green card). The Lessee will pay full value of the missing / stolen vehicle on that territory.

CAUTION: In case of accident / theft please contact the nearest Police station to obtain a police report. Failure to comply with this request shall cause the contractual waivers taken out to be voided.

CAR Category ACRISS CODE	Make & Model or similar	Third Party Liability (TPL)	COLLISION DAMAGE WAIVER (CDW)		THEFT WAIVER (THW)		Deductible amt. if CDW/THW not accepted
			€ / Day	Excess	€ / Day	Excess	
ECMR	OPEL CORSA	Included	11.90	833.00	5.95	833.00	Car value
EDMR	DACIA LOGAN	Included	11.90	833.00	5.95	833.00	Car value
ECAR	NISSAN MICRA AUT	Included	11.90	833.00	5.95	833.00	Car value
CGAE	DACIA SPRING ELECTRIC	Included	11.90	833.00	5.95	833.00	Car value
CDMR	VW GOLF	Included	11.90	1071.00	5.95	1071.00	Car value
CCAR	FORD FOCUS AUT	Included	11.90	1071.00	5.95	1071.00	Car value
CDAR	RENAULT MEGANE AUT	Included	11.90	1071.00	5.95	1071.00	Car value
CWMR	RENAULT MEGANE SW	Included	11.90	1071.00	5.95	1071.00	Car value
CGMR	DACIA DUSTER 4WD	Included	11.90	1071.00	11.90	1071.00	Car value
IDMR	VW JETTA	Included	11.90	1190.00	5.95	1190.00	Car value
IDAR	HYUNDAI ELANTRA AUT	Included	11.90	1190.00	11.90	1190.00	Car value
IGAR	TOYOTA C-HR HYBRID	Included	11.90	1190.00	11.90	1190.00	Car value
IFAD	MERCEDES GLA 200 D	Included	11.90	1190.00	11.90	1190.00	Car value
IVMR	DACIA LODGY 7 SEATS	Included	11.90	1190.00	11.90	1190.00	Car value
SDAR	VW PASSAT AUT	Included	11.90	1428.00	11.90	1428.00	Car value
SDMR	VW PASSAT	Included	11.90	1428.00	11.90	1428.00	Car value
SFAD	FORD KUGA 4WD	Included	17.85	1190.00	11.90	1190.00	Car value
SFAR	VW TIGUAN 4WD	Included	17.85	1785.00	11.90	1785.00	Car value
PDAR	MERCEDES C200 A	Included	23.80	2380.00	23.80	2380.00	Car value
LDAR	LEXUS ES 300 HYBRID	Included	35.70	2380.00	23.80	2380.00	Car value
LVMR	OPEL VIVARO 9 SEATS	Included	23.80	1785.00	17.85	1785.00	Car value
LVAR	VW CARAVELLE T6 9 SEATS	Included	23.80	2380.00	23.80	2380.00	Car value
FPBD	ISUZU D-MAX 4WD PICK-UP	Included	23.80	1785.00	17.85	1785.00	Car value

Optional Insurance

CAR Category ACRISS CODE	Make & Model or similar	MEDIUM PROTECTION PACKAGE		PREMIUM PROTECTION PACKAGE		WINDOWS INSURANCE	PERSONAL ACCIDENT INSURANCE
		€ / Day	Excess	€ / Day	Excess	€ / Day	€ / Day
ECMR	OPEL CORSA	23.80	416.50	35.70	0	11.90	9.52
EDMR	DACIA LOGAN	23.80	416.50	35.70	0	11.90	9.52
ECAR	NISSAN MICRA AUT	23.80	416.50	35.70	0	11.90	9.52
CGAE	DACIA SPRING ELECTRIC	23.80	416.50	35.70	0	11.90	9.52
CDMR	VW GOLF	29.75	535.50	41.65	0	11.90	9.52
CCAR	FORD FOCUS AUT	29.75	535.50	41.65	0	11.90	9.52
CDAR	RENAULT MEGANE AUT	29.75	535.50	41.65	0	11.90	9.52
CWMR	RENAULT MEGANE SW	29.75	535.50	41.65	0	11.90	9.52
CGMR	DACIA DUSTER 4WD	29.75	535.50	41.65	0	11.90	9.52
IDMR	VW JETTA	29.75	595.00	41.65	0	11.90	9.52
IDAR	HYUNDAI ELANTRA AUT	29.75	595.00	41.65	0	11.90	9.52
IGAR	TOYOTA C-HR HYBRID	29.75	595.00	41.65	0	11.90	9.52
IFAD	MERCEDES GLA 200 D	29.75	595.00	41.65	0	11.90	9.52
IVMR	DACIA LODGY 7 SEATS	29.75	595.00	41.65	0	11.90	17.85
SDAR	VW PASSAT AUT	29.75	714.00	41.65	0	11.90	9.52
SDMR	VW PASSAT	29.75	714.00	41.65	0	11.90	9.52
SFAD	FORD KUGA 4WD	29.75	595.00	47.60	0	11.90	9.52
SFAR	VW TIGUAN 4WD	29.75	892.50	35.70	0	11.90	9.52
PDAR	MERCEDES C200 A	35.70	1190.00	59.50	0	17.85	9.52
LDAR	LEXUS ES 300 HYBRID	35.70	1190.00	59.50	0	17.85	9.52
LVMR	OPEL VIVARO 9 SEATS	29.75	892.50	47.60	0	17.85	17.85
LVAR	VW CARAVELLE T6 9 SEATS	35.70	1190.00	59.50	0	17.85	17.85
FPBD	ISUZU D-MAX 4WD PICK-UP	29.75	892.50	47.60	0	17.85	9.52

Medium Protection Package includes Super Collision Damage Waiver SCDW and Super Theft Waiver STHW. By accepting and paying in addition the Medium Protection Package You can reduce your financial responsibility in case of collision damage and /or theft up to the maximum amount for the selected car group stated in the Excess amounts price list below.

Premium Protection Package

By accepting and paying in addition the Premium Protection Package, the financial responsibility in case of collision damage and /or theft will be reduced to zero, unless the T&C are broken.

Additional services and fees		
Airport surcharge	15%	On basic rental charge
Additional Driver	5.95 € / day	Maximum 59.50 € / month
Young Driver: 19 - 24 y.o	11.90 €/ day	Between 19- 22 only Economy car groups are permitted to drive
Senior Driver 70 - 77 years old	11.90€ / day	
Out of working hours	41.65 €	Charged on both Check-Out / Check-in
Child Safety Seat	5.95 € / day	Maximum 59.50 € /month
Delivery / Collection within city limits	35.70€/ item	Include 20 km
Cross Border Fee	83.30€- 249.99€	83.30 €/ country, maximum 249.99 €
GPS -Mobile Navigation System	5,95€/ day	Maximum 83,30 € / month
Taxa contract (vignette)	1,19 EUR /zi	Maximum 7,14 EUR / contract
Tablet Device	5,95 € / day	
Winterization Kit (snow tyres, ice scraper)	4,76 € / day	Maximum 142,80 € / month
Snow Chains	2.38 € /day	Maximum 35.70 € / month
DIESEL Option	3.57 €/day	Maximum 35.70€ / month
Missing Fuel	1,73 € / litre	+ 41.65 € refuelling service charge
Destroyed / damaged tyre	238 € /piece	Replacement charge of tyre
Destroyed /loss of documents / car's key	142,80 € / article	Replacement charge
Destroyed /loss of car's plate number (s)	23,80 €	Replacement charge
Extreme dirty vehicles (inside elements)	59,95€ Economy & Compact	Cleaning charge for upholstery / inside elements
	119.00€ other groups	
Administration fee for damage / traffic fine	37.50 €	Applies to damage file/traffic fines occurred during rental period

For renting all groups of vehicles, customer should be in possession of a credit card accepted by Europcar. The cards accepted by Europcar in Romania are: American Express, Visa, Master Card, as well as payment cards issued in the international network Europcar. In cases where payment is guaranteed with a credit card, Europcar will temporarily block on customer's credit card account equivalent of financial responsibility, according with the car group rented. On return of the rented car, after payment of all costs, Europcar will release the amount blocked on customer's credit card. The customer is required to pay all closed invoices.