



## 1. GENERAL RENTAL CONDITIONS

- Renting a car is allowed only in Romania.

If the client will leave the territory of the country, they must request this in advance, and pay additional fees for insurance extension and international road assistance. Otherwise, it will be penalized by withholding the full warranty as well as bearing the consequences because the car does not have international insurance and in case of an accident or theft, forcing themselves to fully reimburse the catalog value of the car.

- The client must be 20 years old at the time of signing the contract and have a valid national or international management with a minimum of 1 year of experience, for the car category. The lessor will make copies of the documents submitted by the client.
- Rental price includes: VAT, car insurance and liability insurance civil, tolls, maintenance and periodic inspections, roadside assistance if necessary. Price does not include fuel.
- The car will be delivered and received with the same fuel level.
- Any difference found at the fuel gauge will be paid by the client at the price of 1.20 euro / liter.
- Delivery-receipt of the car is made at the place and date established by the lessor and the tenant and mentioned in the contract. Returning the car to another place than the one specified in the contract may generate additional expenses.
- The minimum rental period is 24 hours. The rented car will be driven only by the client or by the additional driver specified in this contract. If the car will be driven by another person, the client will be penalized by full retention of warranty and full payment of damages, if any.
- The client undertakes to pay fines for traffic offenses or other violations of laws, targeting the car;
- In case of losing the car keys, a fee of 200 euros will be paid.
- When signing the contract, the client will deposit a warranty from 0 to 1000 euros in cash / credit card, depending on the chosen car model. If the chosen model has written on the side, "0 deposit" or "Deposit not required" warranty will not be charged for that car, the price displayed being the final one!

This will be returned at the reception of the car, if the client will return it in good condition, however car documents, with all accessories and undamaged equipment, at the place, date and time specified in the contract.

- If defects are found at the return of the car, which are not compensated by the insurance company (mechanical defects, small scratches, damage inside the car, loss of accessories, etc.) the warranty will be retained until the damages suffered are covered, after which payment documents will be issued.

## 2. SPECIAL CONDITIONS

- This contract starts and ends at the terms stipulated in the table.
- Exceeding the return term of the car by more than 2 hours entails the extension contract with another 24 hours, ONLY IF the client requests this by phone. OTHERWISE, THE VEHICLE WILL BE DECLARED STOLEN! In case of extension of the contract term, on request with another 24 hours the rent price for the new day is calculated according to the standard offer.

- If problems occur while driving, including turning on the warning lights on board or abnormal noises the client will stop the car immediately and will notify the agency. If the client does not do so, they risks aggravating the defect and paying the damages caused to the vehicle.
- Any damage caused during the use of the car, other than those due to the normal process of usage, through the fault of the CLIENT will be paid by him.
- Normal usage includes: usage of tires, oil, windshield washer fluid, normal usage and tear of suspension joints, normal engine usage and gearbox - they fall into the load the owner.
- The owner reserves the right to find hidden defects within 72 hours after receiving the car, made through the fault of the client, and notify him of of damages.
- There is damage that cannot be ascertained during a visual inspection and that requires verification detailed at an authorized car service.

### **3. CUSTOMER PAYMENT OBLIGATIONS. PENALTIES**

- Payment of the rent is charged in advance, upon signing the contract. Payment can be made in lei or in euro.

The invoicing will be done in lei at the NBR exchange rate.

- When the signing of the contract, a warranty which is specified in this contract at pct. 3.12 will be charged

The warranty can be paid in cash, or it can be withheld from the client's credit card.

- The warranty will be returned to the customer at the reception if the rented car will be returned in the same condition in which it was received from the owner.

- The owner can fully retain the warranty in the following situations:

1. theft of the rented car or license plates (including loss of them)
2. accidents caused to the rented car, in the situation where the Police finds that the accident was because of the driver of the rented car (including the situation in which the car is found hit, injured in the parking lot)
3. if the client omitted the declaration of an accident or a damage committed by them
4. in the situation of entrusting the rented car to a person not specified in contract as an additional driver
5. in the situation of committing one of the deeds provided in point 9.43.

- The car has Casco and RCA type insurance.

- Rental price is set for each rental day, depending on the duration of the rental and the type

The daily price is calculated considering that the car is rented 24 hours and not fractionated. If the car is returned before the deadline, the amounts paid will not be refunded, except for the owner's initiatives.

- In case of late payment over the term established by the two parties, penalties of 1% for each day of delay will be applied.

- In the situation where the client owes outstanding amounts, they can be collected from the guarantee deposited (including from the credit card voucher), without prior summons.

#### **4. OBLIGATIONS OF THE OWNER**

- The owner undertakes

To transfer to the customer the right of use over the vehicle, to complete this lease, to hand over the car keys and to hand over to the client a copy of documents and car insurance.

To hand over the car in good working order, clean and fully charged.

- Return or unlock the warranty paid if he returns the car at the date, time, place and under the conditions provided in the contract.

#### **5. CUSTOMER'S OBLIGATIONS**

- To pay the rent and the warranty.

- The customer undertakes not to drive or use the car in the following situations:

1. Violating the rules regarding the circulation of vehicles in Romania;

2. For subletting, taxi, driving school, security and protection, etc. or other benefits materials;

3. Violating the instructions for use of the car regarding the maximum permissible weight and to the maximum number of people who can travel in the car;

4. To push or tow another vehicle or trailer;

5. While the driver is under the influence of alcohol, drugs or other substances with effect psychotropic, likely to affect the ability to concentrate, the psyche or the physical abilities of the driver;

It is forbidden:

1. repair of the car performed at another car service than the one recommended by the owner;

2. using the car for sports competitions;

3. leaving the car with the doors unlocked with the keys in, with doors, windows or hoods open;

**FAILURE TO COMPLY WITH THIS CONDITION CAUSES THE FINANCIAL RESPONSIBILITY OF THE CLIENT**

- To return the car on the date, time and place stipulated in the contract, in the condition in which it was received and to bear all expenses incurred in recovering the car.

7.34 Not to sell, pledge or use the car in any other way than the one agreed by this contract.

- To bear the value of all damages caused to the car and / or third parties due to its fault produced during the commission of any crime or contravention provided by the Romanian legislation, including driving a car under the influence of alcohol or psychotropic substances, hallucinogen.

- To fully pay the fines received, including those related to illegal parking the car, as well as the expenses occasioned by picking up, blocking / unlocking the car.

7.37 To notify the owner of the location of the car when requested this and allow the examination of the vehicle by the owner, whenever he considers.

7.38. In case of theft of the vehicle, immediately notify the owner and declare the theft at the nearest police station.

7.39 In case of theft of the vehicle with all its documents and / or keys, the customer will bear the total value of the car.

- The following situations are assimilated to the theft of the vehicle by the client: a) exceeding unannounced term of delivery of the car with more than 24 hours; b) lack of notification the police in case of the disappearance of the car.

## **6. INSURANCE**

- The owner has the vehicle insured CASCO against theft and injury of the vehicle.

5. If the car is stolen, the tenant's liability will be limited to the warranty paid, if the conditions provided in points 5.23 and 11.46 to 11.51 are met

1. if the car is injured due to the client's fault, the guarantee and the related expenses will be retained from the loss of use while the car will be repaired.

2. if the car is injured by an unknown perpetrator, vandalized or a theft is committed, the car owner reserves the right to consider whether the act occurred as a result of negligence of the client, a situation in which he can retain the warranty paid by him.

- The property owned by the client in the car is not insured and falls under liability. The insurance does not cover the people in the car.

## **7. CLIENT'S RESPONSIBILITY**

- The client is responsible, and agrees to compensate all expenses or losses value caused by:

1. Improper operation or maintenance of the machine, including engine damage, transmission or gearbox caused by improper lubrication, overheating or impact their edges or other hard objects;

2. Damage to tires or inner tubes caused by low pressure rolling in wheels, or with too much pressure, rubber feathers, impact with sharp objects or explosions;

3. Damage to the electrical system of any kind;

4. Damages caused by driving on flooded roads or on roads other than public ones;

5. Damage to the vehicle or its auxiliary systems due to non-compliance with the requirements regarding the vehicle load

6. Damage caused to the spare wheel, upholstery and dashboard, tools and accessories delivered with the vehicle;

7. Damages caused by sports competitions or car training rented;

8. Damages that:

- They are intentionally produced;

- They are produced by the driver under the influence of alcohol or other substances with hallucinogen effect;
- Damages produced as a result of violation of legal provisions, even if the car was not driven on a public road;
- Damages occurred during the commission of a crime or contravention by the client;
- Damages caused by the driver when he tries to escape arrest or another punishment, does not stop at the signal of the police or other competent bodies;

1. The client is also liable for theft or attempted theft, if it is not communicated to the nearest police unit.

## 2. LIABILITY OF THE OWNER

- The owner is not liable for losses caused directly or indirectly to the client by failure of the car and not in case of losing some objects inside the car.
- Throughout the extent of the contract the owner is exonerated from liability for the damages caused third parties by the client, driving the rented car

## 8. PROCEDURE IN CASE OF ACCIDENT, THEFT OR DAMAGE

- The client agrees to defend the interests of the owner and the insurance company in case of accident, theft or damage by:

1. informing the telephone owner immediately;
2. announcing the event at the nearest police station;
3. ensuring that the vehicle will not be left unattended;

- If the event has an unknown author (car found hit or scratched in the parking lot, theft or attempted theft from the car, etc.) the client has the obligation to obtain the report of finding and the police repair permit.

- In case of an accident caused by the client's fault, he will obtain the report from the police finding and repair authorization.

- In the situation where the client is another culprit for the occurrence of the event, they have the obligation to obtain the report of the finding and the repair authorization from the police, and by to the other driver involved copy after RCA insurance.

- In all the situations mentioned above, the tenant has the obligation to verify the correct mention and complete of all damages found in the repair authorization.

- If the tenant omits one of the documents mentioned above, the value of the damage will be invoiced to the customer.

## 9. FINAL PROVISIONS

- The owner reserves the right to recover from the customer any amount of money and expenses occasioned by its recovery, in accordance with the Romanian legislation regarding compensation, as a result of the breach by the client of the obligations resulting from this contract.

- Any misunderstanding regarding the execution of this contract falls within the Romanian courts. This contract is subject to the Romanian laws in force.