

# General Rental Terms and Conditions

## 1 INTRODUCTION

Touring Cars™ franchise network of independent rental companies (each a "Rental Company") operate on a common platform provided by TC Rent Ltd. through which such Rental Companies can advertise, sell, promote and offer their vehicle rental products and related services for individuals or legal entities as end customers (each a "Customer").

By using this platform for making a vehicle reservation, or making a vehicle reservation through any other authorized intermediary or agent of Touring Cars™, Customer enters directly into a direct contractual relationship only with the Rental Company identified as the service provider, regardless of the manner of ordering the vehicle ("Rental Agreement"). These General Terms and Conditions ("General Terms") shall apply to each Rental Agreement.

TC Rent Ltd. acts only as an intermediary between Customer and Rental Company, transmitting the relevant details of Customer's reservation to Rental Company and sending Customer a confirmation email for and on behalf of Rental Company. TC Rent Ltd. does not (re)sell, rent out or offer any travel product of service.

## 2 HANDING OVER THE VEHICLE

The individual Customer (or the person using the vehicle being rented as a representative of a Customer that is a legal entity), must have a valid driving license, sufficient driving skill for the circumstances, needed driving experience defined by Rental Company and the minimum age of the driver required by Rental Company.

Rental Company shall hand over the vehicle to Customer in working order and in compliance with the applicable laws at the agreed place and time. The rented vehicle has been inspected by Rental Company or its partner before it is handed over to Customer. However, Customer shall also inspect the vehicle in connection with the handing over of the vehicle to establish any potential damage or defects already existing in the vehicle.

Potential damage or defects shall be immediately notified to Rental Company and marked onto the damage report before the vehicle leaves the rental station. Insurance information and deductibles are presented to Customer, and Customer must either accept or decline additional deductible reduction optional. Customer has been presented and accepts the restrictions and limitations concerning the selected deductible / additional protection.

## 3 USE OF THE VEHICLE DURING RENTAL

Customer shall take care of the vehicle as well as a careful person takes care of his or her own car, and to observe special carefulness and cautiousness while driving. Customer shall use the vehicle only in the manner for which it is normally intended. During the rental period, Customer shall take care of the normal monitoring of vehicle's condition, such as tire pressure and sufficient oil and other liquid levels. Customer is prohibited to add any oil, liquids or fluids other than windshield washer fluid without consulting Rental Company. Whenever the vehicle is left parked even momentarily, it shall always be locked.

Customer shall drive the vehicle him- or herself. He or she shall not be allowed to hand over the vehicle to other persons for their use, without such permission being explicitly noted in the Rental Agreement. Carrying more than the specified number of passengers is against the law and shall be a breach of the Rental Agreement.

Customer shall inform the person to whom he or she hands over the rental object, within the scope of the Rental Agreement, about the contents of the Rental Agreement, including the content of these General Terms. Use of the Vehicle for illegal purposes, such as towing, competitions or training for these, educational driving or driving on ice is prohibited.

Crossing the vehicle pick-up location's country border with vehicle is prohibited without the permission of Rental Company. Smoking in the vehicle is prohibited and the transportation of pets in the vehicle requires

additional permission from Rental Company.

Customer shall always be fully liable for any parking fees and tickets, charges of private parking control, overload penalty fees, on-the-spot fines, fines incurred for speeding or other traffic offences or violations, road tolls and congestion taxes caused by the use of the vehicle during the rental period unless otherwise mentioned. Rental Company reserves the right to charge Customer's credit card for any such fees and charges, or associated costs caused by Customer. An additional administrative fee will be applied to each charge. Value of the administrative fee is presented on the office price list. Customer authorizes Rental Company to make such charge on his/her credit card up to 24 months after the rental period.

Customer is in any case responsible to indemnify costs, if the credit card charge does not succeed. By signing the Rental Agreement, Customer authorizes Rental Company to disclose his or her identification information to the authorities for the imposition of the aforementioned charges.

Customer shall pay for the fuel used. The type of fuel to be used in the vehicle shall be as stated in the Rental Agreement and/or the registration of the vehicle. Customer is fully liable for any damage to the vehicle caused by filling the tank with or use of incorrect quality fuel. If Customer returns the vehicle with a partially filled tank, Rental Company has the right to charge for the missing fuel and the potential filling-up fee at the price indicated in the Rental Agreement or price list.

#### **4 CUSTOMER'S LIABILITY FOR VEHICLE AND ITS ACCESSORIES**

Customer shall indemnify Rental Company for any damage to and loss of the vehicle and its accessories during the rental period and, as out-of-service indemnification, to pay the rent according to the agreement for the duration of the repair of the vehicle for a maximum of thirty (30) days. However, Customer's liability is limited to the basic selfrisk share specified in the Rental Agreement. The basic selfrisk is charged separately for each instance of damage or loss. The basic own risk may be reduced by an additional charge separately agreed on in the Rental Agreement.

Customer shall indemnify Rental Company for damage in full, without any selfrisk restriction, if the damage was caused or incurred in some of the following ways: excessive loading, smoking in the vehicle, damage to the vehicle's upholstery, driving with over- or under-

pressured tires, loss of keys, use of incorrect quality fuel, sandstorm damages, snow damage if indicated by signs, driving through too narrow premises considering the size of the vehicle, driving on roads or in areas in poor condition or other negligent or incorrect use of the vehicle. In addition, it is strictly forbidden to drive the vehicle when the wind speed exceeds 15 meters per second. Customer shall also be responsible to check weather conditions and forecast on daily basis. Customer agrees that he/she has received all needed information on how to check the weather conditions at any time. If Customer breaks this condition and the vehicle is damaged in these conditions, insurance coverage is NOT valid on the vehicle. Any wind warning from Rental Company does not limit Customer's liability.

Customer's full indemnification liability always concerns damage that happened directly or indirectly due to Customer's criminal conduct, use of the vehicle under the influence of alcohol or other intoxicating substances or other breach of the terms and conditions of the Rental Agreement occurring intentionally or through gross negligence. Customer shall indemnify Rental Company for cleaning costs due to any unusual fouling of the vehicle. Customer is released from his or her liability towards Rental Company with regard to selfrisk, as well if Rental Company receives full indemnification from a potential third party that caused the damage or his or her insurance company.

#### **5 PROCEDURE IN CASES OF DAMAGE TO OR FAILURE OF THE VEHICLE**

Customer shall immediately inform Rental Company of any faults in or damage to the vehicle during the rental period. Damages that happen inside the vehicle are not applicable to deductible levels. If Customer has purchased the optional Windshield and Tire Protection, Rental Company will not hold Customer responsible for loss or damage to the tire or windshield damage of the vehicle. Windshield and Tire Protection gives protection for one windshield or tire damage. For second or more damages, the costs are according to normal prices. Any offence involving the vehicle, traffic accidents and personal injury or animal damage shall always also be notified to the police. In a damage situation, Customer shall always fill in a written damage report and submit it to Rental Company. Customer shall pay full compensation for the damage, if Customer fails to fill out a written damage report. Customer shall be fully liable for any damage resulting from the neglect of the aforementioned reports.

Rental Company shall be liable for a technical fault appearing in the vehicle during the rental period which is not due to Customer's operational fault or negligence. Provided that the defect or fault is within the liability of Rental Company, it is necessary for continued driving and permission for repair has been granted by Rental Company, Customer is entitled to a full refund of the repair costs paid for the external repair shop for this particular defect or fault.

A receipt for the repair work and the payment made shall be submitted to Rental Company. In the event of the vehicle being in breakdown repair for 24 hours or more, through no fault of Customer, Rental Company's responsibility to Customer is limited to a refund of a daily rate or portion thereof. Customer is required to take the vehicle to the closest repair location stated by Rental Company. Daily refund will be issued only for the days that the vehicle is broken down due to no fault of a Customer. The insurance policy and its deductibles are subject to traffic accidents and damages on the vehicle, reimbursable by traffic insurance only. No policy is applicable to damages caused by improper use of the vehicle.

## **6 PAYMENT OF RENT**

Unless another payment method has been agreed on, Customer pays the rent according to the Rental Agreement with its possible additional charges with his or her payment card. Already when entering into the Rental Agreement, Customer approves the final calculation prepared for the rental in advance without signing it personally.

In connection with the rental, Rental Company has the right to make an advance confirmation for Customer's payment card for the amount corresponding to the estimated final rent and potential other charges, by means of which Rental Company ensures that Customer's payment card account has sufficient balance and that the payment card is valid.

Rental Company has the right to charge from Customer's credit card, specified in the Rental Agreement, additional charges for the following, in addition to the rent according to the Rental Agreement: the basic selfrisk according to the Rental Agreement, fuel charges, rents and charges for the extension of the rental period, vehicle delivery and pickup charges, as well as parking tickets, charges of private parking control, on-the-spot fines, fines, road tolls, congestion taxes and overload penalty fees caused by the use of vehicle during the rental period, and other comparable charges with their administrative costs.

If the legal person specified in the Rental Agreement as Customer is not willing or able to pay the rent, the person signing the Rental Agreement on behalf of this Customer is personally liable for the rent and the potential additional charges according to these terms and conditions related to the rental. In addition, when it considers it necessary, Rental Company has the right to demand two (2) credit cards from Customer as collateral for the charges arising from the rental.

## **7 RENTAL COMPANY'S LIABILITY FOR A DEFECT IN VEHICLE AND DELAY**

If a technical fault or other defect appears in the vehicle during the rental period for which Customer is not liable, according to the Rental Agreement and these General Terms,

Customer may demand that Rental Company repairs the defect or a reduction in price corresponding to the defect. Rental Company reserves 24 hours' time to fix the defect and claims to compensation by Customer can be declined, if Rental Company fixed the defect within 24 hours since it received information about it.

If Rental Company is unable to hand over the vehicle to Customer's use according to the terms and conditions of the Rental Agreement, Customer has the right to receive indemnification for any reasonable direct costs incurred by Customer for the delay. Any claims to compensation on the basis of defect for which Rental Company is not responsible, or which has not been informed to Rental Company before closing the Rental Agreement are hereby excluded. Any defects in the vehicle, its equipment or rented items which are discovered after the vehicle handover must be reported to Rental Company as soon as they are discovered. Rental Company reserves right to decline any compensation request, if Customer fails to notify Rental Company about any defects prior to the agreed return date of the vehicle.

## **8 RETURN OF THE VEHICLE UPON EXPIRATION OF THE RENTAL PERIOD**

Customer shall return the vehicle with all its accessories to the agreed place upon expiration of the rental period. Return times cannot be changed during the rental without approval from the Rental Company. The rental period expires when vehicle with its keys has been returned to Rental Company or when Rental Company has received a notification from Customer stating that the vehicle has been returned to a place approved by Rental Company. If the vehicle has not been returned

in this manner and no continuation of the rental period has been verifiably agreed, Rental Company may inform the police of the matter. Rental company has the right to charge full rent from Customer for the duration of any delay in returning and indemnification for any additional work caused to Rental Company and other economic losses related to the matter. Unless otherwise agreed, the vehicle must be returned with a full tank of fuel.

Rental company is not responsible for any property left in the vehicle by Customer at the time of return.

#### **9 POST RENTAL CHECK-UP**

Customer commits to a post-rental check-up, in case the vehicle is not returned according to the drop-off time agreed upon in the Rental Agreement, or if a post-rental check-up has been separately agreed upon with Rental Company. If a post-rental check-up is performed, Customer gives Rental Company the right to charge their credit card: all damages caused to the vehicle during the rental period, fuel surcharges, all missing items or equipment.

Customer agrees to these being charged, without being present to confirm these charges. In the case of a charge, Rental Company will electronically deliver all related documents of the charge to Customer. If the credit card cannot be charged for the accrued charge, this does not absolve Customer from the obligation to pay the said charge. A post-rental checkup is also used in the case of a one-way rental to a location that does not have a permanent Touring Cars™ rental station. Customer's responsibility for the vehicle remains during the post-rental checkup until the rental station has checked and confirmed the returned state of the vehicle with Customer.

#### **10 RETURN OF THE VEHICLE BEFORE THE EXPIRATION OF THE RENTAL PERIOD**

If Customer returns the vehicle before the expiration of the rental period, the rent is determined according to the used rental period on the pricing criteria according to the Rental Agreement. If the vehicle has been rented on special terms, early return of the vehicle may lead to a change in the type of price list and thereby a change in the daily rent.

In the case of prepaid rentals, early return of the vehicle does not obligate Rental Company to return the rent paid in advance to Customer.

#### **11 CANCELLATION OF THE AGREEMENT**

Rental Company has the right to cancel the Rental

Agreement with immediate effect if it appears that Customer materially breaches the terms and conditions of the Rental Agreement. In this case, Customer shall immediately return the vehicle with all its accessories to the agreed place of return.

Either party may cancel the Rental Agreement if the vehicle is stolen or a fault preventing the use of the vehicle for which Rental Company is liable is developed in the vehicle and Rental Company does not deliver a substitute vehicle within a reasonable period from the notification.

#### **12 DISPUTES CONCERNING THE RENTAL AGREEMENT**

Any dispute concerning the Rental Agreement is primarily resolved through negotiations. If the dispute is submitted to a court for a decision, the matter is resolved by the district court for the domicile of Rental Company or, in consumer dispute cases, by another statutory court of first instance.

#### **13 ELECTRONIC TRACKING**

All vehicles are equipped with electronic tracking devices

#### **14 PERSONAL DATA OF CUSTOMER AND DRIVERS**

Rental Company collects personal data that you voluntarily provide. Customer and all drivers of the vehicle agree to Rental Company storing personal data. Rental Company will not pass this information onto any other company outside Touring Cars™ franchise network or Rental Companies other than insurer of Rental Company and authorities responsible for any traffic, parking, road or other offences. See our privacy policy for further information.