



General Terms and Conditions of Business of Europcar Austria.

PREAMBLE

- 1 ARAC GmbH, referred to as Europcar Österreich ARAC GmbH, is the lessor, and is hereby referred to as Europcar, and is an Austrian Gesellschaft mit beschränkter Haftung with its registered office in Louise-Piëch-Strasse 2, A- 5020 Salzburg, and its central headquarters at Brunner Strasse 85, A-1230 Vienna, registered on the Commercial Register of the Salzburg Regional Court under company number FN 51 993k.

These General Terms and Conditions of Business (hereinafter the Terms and Conditions) and the itemisation appended to them of all of the potential further costs associated with this Rental Agreement (hereinafter referred to as Annex 1) constitute integral elements of the Rental Agreement made between Europcar, party of the first part, and the Lessee, party of the second. The GTCs contain terms supplementing that Rental Agreement.

Subject to change without guarantee, typos and errors.

- 2 The references to persons used in these Terms and Conditions are deemed to refer in equal measure to men and women.

- 3 Europcar furnishes the following services:

- Rental of a vehicle (whether passenger car, transporter or HGV) for the term specified in the Rental Agreement and the contracted accessories likewise referred to in the Rental Agreement.
- Certain mobility services provided for all vehicle rentals as well as additional services which the Lessee may contract for with the lessor in exchange for an additional price as per Annex 1.

- 4 The Lessee(s) have signed the Rental Agreement and have undertaken to comply with and perform all of the obligations and liabilities arising out of the contract relations between the parties.

The Lessee(s) hereby take(s) note that multiple lessees and the drivers listed in the Rental Agreement are deemed to bear joint and several liability for compliance with the Rental Agreement. Where the Lessee is not already himself the driver, then he must acquaint the authorised driver(s) with the contract terms set out in the Rental Agreement. He shall also bear liability as a Lessee in the event of breach of the contract terms by the driver(s) and shall indemnify and hold Europcar harmless in respect thereof. References to Europcar's counterparty/counterparties are made in this regard as references to the Lessee or Lessee/Driver.

- 5 The Lessee shall also be responsible for ensuring that the vehicle is only provided to drivers who are referred to in the Rental Agreement and who are in possession of a valid driving licence.

GENERAL TERMS OF BUSINESS

1. LESSEE/DRIVER

1.1. Vehicle Lessee

A valid Rental Agreement may be entered into with a legal entity, represented by a person empowered to represent it or an authorised agent, or with a natural person, subject to the prerequisite that such person

- 1.1.1. has legal capacity and is empowered to enter into a contract with Europcar and
- 1.1.2. is willing to assume the obligation in respect of the vehicle for the term of the rental,
- 1.1.3. has the means of payment accepted by Europcar. Europcar accepts credit card payment using credit cards as set out in Annex 1, as well as the Europcar Charge Card, provided that financial solvency is assured. Debit cards and cash are not accepted.
- 1.1.4. produces valid documents/provides the details as set forth in the table shown below:

EUROPCAR REQUIRES SUBMISSION OF THE FOLLOWING DOCUMENTS
Personal identity card or passport
A driving licence valid in Austria, in Latin script, and an European/or international driving licence in combination with a valid national driving licence.
Current address details, no P.O. box permitted

1.2. Driver

In terms of lessees/further drivers permitted to drive the vehicle, Europcar will only accept persons who

- 1.2.1. are expressly listed in the Rental Agreement, including their complete details; i.e. the Lessee and any drivers who may be registered. The Lessee must notify Europcar of the name and address of all drivers. The drivers are deemed vicarious agents of the Lessee.
- 1.2.2. have a valid driving licence (pursuant to 1.1.4.) and a valid identity document, which must be produced at the time of entering into the Rental Agreement.
- 1.2.3. are of the minimum age and have been in possession of a valid driving licence for the required length of time, depending on the category of vehicle.
- 1.2.4. A minimum age of 18 applies to drivers of all vehicle categories; the driver must have held his or her driving licence for at least 1 year. Exceptions apply in respect of the Porsche mark of vehicles, for which the driver's required minimum age is 27.

In the event that the vehicle is driven by persons other than the Lessee, separate costs will be charged for each driver (who is not himself the Lessee); these costs are listed in Annex 1 of these Terms and Conditions.

1.3. Persons who are not permitted to drive the vehicle

No person who has not been registered as a permitted driver on the Rental Agreement may drive the vehicle. Furthermore, any person who fails to submit one of the identity documents referred to in sec. 1.1.4. or who is unable to provide the corresponding details is not permitted to drive the vehicle.

An unauthorised driver will have no protection by any reduction of excess offered by Europcar under section 10 of these General Terms and Conditions of Business. Only the statutory liability insurance, with a sum assured of minimum EUR 7 million and maximum EUR 15 million, will apply. Where the Lessee allows an unauthorised driver to drive the vehicle, this will constitute a breach of these Terms and Conditions, such that the Lessee shall be liable to Europcar for losses arising from this and caused by the unauthorised driver.

2. TRAVEL OUTSIDE AUSTRIA

The Lessee/driver may not drive the vehicle beyond the contract territory. The contract territory encompasses Europe, except for the countries referred to in secs. 2.1. and 2.2., which the driver may not enter, or may only enter with the prior consent of Europcar. The driver is advised to obtain written consent from Europcar.

The Lessee/driver is required to comply with the laws, road traffic rules and any road use tolls for the country in which he is driving. The Lessee is liable for all claims arising on the basis of vehicle keeper liability during the term of the rental.

2.1. Countries which are off-limits for all vehicle categories

None of Europcar's vehicles may be driven in the following countries: Albania, Estonia, Lithuania, Latvia, Moldova, Russia, Belarus, Ukraine, Cyprus and Turkey and all non-European countries.

2.2. Countries in which drivers may only drive with Europcar's prior consent

With the prior consent of Europcar, and an undertaking to pay supplements charged for passing the borders of such countries as set out in Annex 1, drivers are permitted to travel to the Czech Republic, Slovakia, Hungary, Slovenia, Croatia, Poland, Bosnia & Herzegovina, Serbia, Montenegro, Macedonia, Bulgaria, Romania and Greece, but not with special-model vehicles (see sec. 2.3.). Drivers are recommended to obtain written consent from Europcar.

2.3. Countries in which drivers may not drive special-model vehicles as set out in Annex 1

Drivers may not drive into the following countries with special-model vehicles as set out in Annex 1: Bosnia-Herzegovina, Bulgaria, Macedonia, Poland, Romania, Serbia, Montenegro.

SPECIAL WARNING: Lessees are advised that some public authorities will require the Lessee/driver to produce written proof from Europcar that they are authorised to cross the border with the rented vehicle at the time of crossing it. This consent declaration is shown on the Rental Agreement.

In the event of any questions, Europcar's Reservations Hotline is available to help at Tel. No. +43 (0)1 866 16-1633.

3. AMENDMENT OR CANCELLATION OF RESERVATION

3.1. Amendment

Lessees may amend a reservation free-of-charge, provided that he agrees this with Europcar at least 24 hours prior to the planned commencement of the rental period. It should be noted that, due to adjustments of rates, new rental prices may be applied if a reservation is changed.

Amendments may be made online at www.europcar.at, under "Login - My Europcar" or "My Reservation" Alternatively, the

Lessee may also contact Europcar Reservations Headquarters on +43 (0)1 866 16-1633.

3.2. Cancellation

3.2.1. Where the Lessee has made a prepaid reservation,

- he may cancel his reservation free of charge provided that he informs Europcar at least 48 hours before the commencement of the rental term.
- the amount paid in advance by the Lessee will be refunded, minus a cancellation fee as per Annex 1, if he notifies Europcar of his cancellation within a period of less than 48 hours.
- If the Lessee does not cancel his reservation and fails to collect the vehicle at the agreed time, Europcar will allow him a grace period until close of business of the collection office on the date of vehicle collection. Where the vehicle is not collected within that grace period, the vehicle reservation is cancelled, and the amount which has been pre-paid, minus a 'no show' fee as per Annex 1 will be refunded.

Cancellations may be made online at www.europcar.at under "Login - My Europcar" or "My Reservation". Alternatively, the Lessee may also contact Europcar Reservations Headquarters on +43 (0)1 866 16-1633.

3.2.2. If the Lessee has made his booking without prepayment,

- He may cancel his booking free of charge prior to the agreed time of collection;
- If he does not cancel his booking and fails to collect the vehicle at the agreed time of collection, Europcar shall grant a 60 minute grace period beyond the agreed time of collection. If the vehicle is not collected within that grace period, the vehicle reservation is cancelled and "no-show" fee is charged pursuant to Annex 1.

Cancellations for non-prepaid bookings may be made online at www.europcar.at under "Login - My Europcar" or "My Reservation". Alternatively, the Lessee may also contact Europcar Reservations Headquarters on +43 (0)1 866 16-1633.

3.3. Group reservations

Special reservation terms and conditions and terms of payment may apply to group reservations of five or more vehicles.

4. DEPOSIT

In addition to the price of the rental the Lessee has paid in advance at the time of the making of a reservation or shall pay at the time of collecting the vehicle or returning it, the Lessee is required to provide a deposit prior to taking possession of the vehicle. If the Lessee has the rental settled via his credit card, the deposit is procured in the form of an advance authorisation by his bank.

This deposit serves as security covering the vehicle and is set by reference to various criteria, e.g. the category of vehicle, the period of the rental and other mobility services as described in Annex 1, which the Lessee has additionally agreed by the Rental Agreement at the time of collecting the vehicle. Other components of the reservation (i.e. reserved additional services such as navigation devices) may likewise have an

impact on the amount of the deposit. Payment of the deposit in cash is not permitted.

4.1. Amount of deposit

The method of calculating the amount of the deposit is based on the tentative price of the rental as well as a security premium of EUR 850, up to a maximum of EUR 3,000.00.

Where the vehicle is reserved online, by using the Europcar app or over the phone, the amount of the deposit will be stated in the confirmation e-mail received by the Lessee after making his reservation. The amount of the deposit is stated in the Rental Agreement when the Lessee collects the vehicle.

4.2. Refund of deposit

Europcar will release the deposit to the Lessee's credit card institution (minus the total costs of the Rental Agreement, i.e. the rent and any costs which may arise pursuant to Annex 1 and listed therein, as well as claims for damage falling within the Lessee's scope of responsibility) within 24 hours after settling the Rental Agreement.

5. DELIVERY OF VEHICLE TO LESSEE OR DRIVER

To avoid additional costs, lessees are advised that they should report defects or damage not documented in the Rental Agreement to a Europcar agent prior to taking possession of the vehicle. The foregoing also applies to any defects or damage to reserved accessories. In addition, it is recommended that the Lessee and the Europcar agent subsequently sign these notes.

6. OBLIGATIONS OF LESSEE/USE OF VEHICLE

6.1. Obligations of Lessee

6.1.1. The Lessee must return the vehicle, the vehicle keys and accessories at the end of the Rental Agreement on the agreed day, the agreed time and the agreed location.

The vehicle, keys and accessories must be returned in the same condition as Europcar provided them at the time the rental was commenced, taking account of normal wear and tear. If the Lessee fails to return the vehicle as described above, Europcar shall proceed in accordance with sec. 15.4. of these General Terms and Conditions. For this reason, lessees are referred to sec. 15.4. governing late return of the vehicle.

6.1.2. In the event that the Lessee/driver intends to use the vehicle to drive outside Austria, the Lessee also must ensure that the vehicle is equipped properly in accordance with the applicable law of the country in which the Lessee/driver drives or passes through. However, Europcar expressly points out to the Lessee that Europcar does not provide any additional country-specific equipment.

6.1.3. The Lessee/driver must drive the vehicle in accordance with the requirements of law (statutes and regulations), and must ensure he is familiar with all of the relevant traffic rules applicable at such locations. The Lessee shall be liable for all fees, tolls and fines arising in connection with the use of the vehicle and for which claims are asserted against Europcar, and provided that responsibility for these lies with the Lessee/driver. Costs for toll roads with separate toll collection are not included in the road tax („Vignette“) for Austria and must be paid by the lessee/driver.

- 6.1.4. The Lessee/driver must ensure that the luggage or goods transported in the vehicle are secured such that they do not cause any damage to the vehicle or represent any risk for persons travelling in the vehicle. The applicable legal rules on securing loads, in line with the requirements of law, must be complied with.
- 6.1.5. The Lessee/driver must handle the vehicle with care. The Lessee/driver must ensure that the vehicle is locked shut and that the anti-theft system is activated whenever the vehicle is parked or not supervised.
- 6.1.6. The Lessee/driver may not drive the vehicle when his ability to drive is impaired, particularly by the effects of alcohol, medication, drugs, illness or fatigue.
- 6.1.7. During the period of the rental, the Lessee/driver must keep the vehicle in contractually compliant condition, as provided to him, but taking account of normal wear and tear. The Lessee/driver must, in particular, carry out the checks of the vehicle necessary to ensure operational serviceability of the vehicle, such as checks of the oil levels, the coolant levels and tyre pressure levels, and where necessary to replenish AdBlue, oil, coolant, windscreen wiper fluid, anti-freeze or air.
- 6.1.8. If the wrong fuel is filled into the vehicle's tank, the Lessee shall be liable for the necessary costs of towing the vehicle away and/or repairing the damage. The Lessee's attention is expressly directed to the provisions in sec. 10.1.13. of these General Terms and Conditions.
- 6.1.9. In all vehicles, smoking is strictly prohibited. Europcar is entitled to claim special cleaning costs on the basis of actual expenditures for each case of breach of this prohibition by lessees, drivers or third parties transported by them.
- 6.1.10. The Lessee/driver must use the vehicle appropriately and in line with his agreement with Europcar, pursuant to the user instructions of the vehicle manufacturer, which are kept in the vehicle.

6.2. Usage of vehicle

The Lessee/driver may only use the vehicle in line with the provisions of applicable law (statutes, regulations, etc.) and must, in any event, not use it for the following purposes

- 6.2.1. The vehicle may not be re-rented, encumbered, pledged, sold or otherwise encumbered; the foregoing applies not merely to the vehicle itself, but rather also to vehicle parts, keys, documents, equipment, tools and/or accessories.
- 6.2.2. For transporting persons by way of rental or in exchange for payment, e.g. for car-sharing or commercial personal transport, except where this has been expressly agreed with Europcar and the Lessee has the corresponding trading licence.
- 6.2.3. Transporting more persons than permitted pursuant to the vehicle documents.
- 6.2.4. Transporting flammable, toxic, hazardous and/or radioactive goods.
- 6.2.5. Use of the vehicle to transport goods having a weight, quantity and/or volume that causes the permissible total vehicle weight to be exceeded.
- 6.2.6. Use of the vehicle for racing, even if the racetrack is open to the public for testing and trial driving (so-called tourist trips). The fore-

going also applies to travel off surfaced roads, for dependability tests, speed tests or participation in rallies, races, driving safety training or test runs.

- 6.2.7. Use of the vehicle to transport live animals, with the exception of household pets in transport boxes suitable for this purpose. The Lessee shall bear the costs of any necessary special cleaning, even if the soiling of the vehicle was not caused by the driver or third parties transported by the driver.
- 6.2.8. Use of the vehicle for driving school purposes or for accompanied driving such as in order to carry out training, e.g. for driving licence preparation.
- 6.2.9. Use of the vehicle to tow or push another vehicle or trailer, except where the rented vehicle is fitted with a trailer hitch and the maximum permitted total weight registered in the vehicle documents is adhered to.
- 6.2.10. Use of the vehicle on gravel roads or on roads whose surface, size or condition poses a risk to the vehicle, such as beaches, impassable roads, forest paths, mountains, etc. or roads which are not open to traffic or not tarmac-surfaced.
- 6.2.11. To commit any intentional criminal act and to commit customs and other criminal offences, even where such offences are only subject to penalties under the law of the location of the offence.
- 6.2.12. To transport the vehicle on board an aircraft.
- 6.2.13. Use of the vehicle within areas of ports, airports and/or air strips which are not open to traffic. The foregoing also applies to the premises of refineries or oil companies, including the plants belonging to the foregoing, unless Europcar has expressly approved this. Written form of the approval is recommended.
- 6.2.14. For other use going beyond the use envisaged by contract.

6.3. Termination of the rental agreement by Europcar

In case of breach of the above obligations, Europcar reserves the right to declare the premature termination of the rental agreement and to demand the immediate return of the vehicle and, if necessary, assert claims for damages. This applies in particular in case of damage to the vehicle caused by the lessee/driver, whereby further use of the vehicle is not possible.

The Lessee shall be liable to Europcar for all consequences arising out of culpable breach of the above-referenced obligations by the Lessee or the driver. It should be noted that any breach of these terms may entail a potential claim for damages against the Lessee.

7. RENTAL PRICE

The rental price is agreed in the Rental Agreement, and is based on the valid price at the time of the booking or at the time of any later amendment of the booking. The price is governed by the premises indicated at the time of the booking. The information forwarded by the Lessee to Europcar at the time of the booking, i.e. duration and date of commencement of booking, location of collection and return, the age of the Lessee or driver, will impact on the price that is payable. In respect of amendments to contract terms during a rental, we would refer you to section 13.

Upon conclusion of the Rental Agreement, the Lessee expressly and irrevocably authorises Europcar to debit all costs in connection with the rental using his means of payment pursuant to sec. 1.1.3. of these Terms and Conditions. The Lessee grants his express consent to this at the

Europcar office when he hands the Europcar agent his means of payment prior to collecting the vehicle:

7.1. The rental price includes the following mobility services:

- The rental costs for a vehicle from the booked vehicle category in which various vehicle models may be aggregated. Europcar is unable to guarantee particular car makes or models.
- The period of the rental, which is calculated from the actual time the vehicle rental begins until the actual time of the return of the vehicle. One day of rental corresponds to 24 hours, and further days of rental are calculated in each case by each 24 hour period that is commenced. When calculating the last day of the rental, Europcar grants a grace period of 29 minutes (excepted from this grace period are the beginning and ending times of booked rates that are only eligible for booking if certain chronological conditions are complied with, e.g. weekend rates.)
- Included free kilometres, depending on the agreed product rate selected, and as shown in the Rental Agreement.
- Technical support for the vehicle under the mobility guarantee of the vehicle manufacturer in question in the event that the serviceability of the vehicle is impaired.
- VAT or turnover tax.
- Contract tax on contract amounts exceeding EUR 150.00 (gross amount).
- Vehicle liability insurance (with a maximum sum assured of minimum EUR 7 million and maximum EUR 15 million.

7.2. Additional mobility services for additional price

At the time of entering into the Rental Agreement, Lessees may book additional services and products in exchange for payment of an additional price, which are listed in the price summary for additional services, which is appended hereto as Annex 1.

- Reduction of liability in the event of damage to the rental vehicle per event of damage, with an excess as agreed in the Rental Agreement.
- Reduction of liability in the event of theft of the vehicle, its individual components and accessories, per event of loss, with an excess as agreed in the Rental Agreement.
- Further mobility services, as agreed in the Rental Agreement in exchange for payment of an additional price.

8. ADDITIONAL COSTS AND FEES

Europcar may invoice the Lessee for further costs arising during the period of the rental and/or due to the use of the vehicle resulting from actions by the Lessee/driver. For this purpose Europcar will use the payment method specified in the rental agreement. The amount of these costs (including VAT/turnover tax) is listed in the price list for additional services, appended as Annex 1 to these Terms and Conditions. (With the exception of refuelling costs, which depend on the location at which refuelling takes place and the daily price of fuel.) This list is attached to the confirmation e-mail or is available for inspection at Europcar offices and/or can be downloaded from Europcar's website. These costs and fees include:

- 8.1. Fixed processing fees for processing traffic fines and tolls.** The Lessee's attention is drawn to the fact that such fixed processing fees will be payable by the Lessee in addition to the fine or

the toll, and that the Lessee is liable for payment of the fines for which he or the driver is liable, or for tolls arising through the use of toll roads. To avoid additional excessive costs for the lessee, Europcar might pay traffic fines in advance. These costs will be invoiced to the lessee plus processing fees.

- 8.2. A fixed processing charge for dealing with cases of damage to the vehicle.
- 8.3. The necessary costs of cleaning for vehicles which are returned in a soiled condition which exceeds contractually compliant use or vehicles which are returned with adverse smells. Special cleaning costs are charged by actual time and expenses.
- 8.4. The costs of lost or stolen vehicle keys and/or papers, based on actual time and expenses.
- 8.5. A fixed processing fee for lost or stolen vehicle keys and/or papers.
- 8.6. The costs of fuel which is lacking at the time of return of the vehicle and a service supplement for refuelling. Lessees are referred to note sec. 14 of these Terms and Conditions.
- 8.7. The parking charges arising as a result of parking in parking garages/carparks which are subject to charges.
- 8.8. The costs arising due to loss of an entry ticket which has been obtained for a parking garage/carpark used by the customer.
- 8.9. **The following additional special fees and costs:**
 - 8.9.1. Additional costs for commencing a rental at an airport or train station.
 - 8.9.2. The costs of returning (one-way rental) the vehicle to a Europcar office (with the exception of the office in which the vehicle was collected).
 - 8.9.3. Additional kilometres exceeding the agreed free kilometres.
 - 8.9.4. For collections of vehicles out of opening hours, a supplement is charged. Such reservations require confirmation by the Europcar office in question. Where the acceptance of the vehicle was reserved for a time during opening hours, but the actual vehicle collection takes place after official closure of office hours, a late arrival supplement is charged.

9. VEHICLE LIABILITY INSURANCE

All rental vehicles are covered by liability insurance pursuant to the applicable statutory rules in Austria, with a maximum sum assured of minimum EUR 7 million and maximum EUR 15 million. Damage to the rental vehicle is not covered by this statutory liability insurance, nor are the passengers and the items of property accompanying them covered by this insurance.

10. REDUCTION OF LIABILITY

Europcar offers reduction of liability limiting the Lessee's liability to an amount of excess per event of loss stipulated per vehicle and set forth in the Rental Agreement and in Annex 1 to these Terms and Conditions. That reduction of liability covers losses to the rental vehicle as a result of accident or theft up to the amount of an excess. Damage caused through operation and pure breakage are not considered accident losses.

The Lessee has the option to contract for a reduction of liability at the

time of concluding the Rental Agreement. If such a reduction of liability has been contracted, then, unless different rules are agreed below, any damage to the vehicle through accident or theft during the agreed term of the rental will be for the account of the Lessee, up to the amount of the agreed excess per event of loss.

- 10.1. Despite any agreed reduction of liability, in the case of the following types of damage, the Lessee may not rely on this;
- 10.1.1. Any damage, including the loss of the vehicle, arising in connection with travel outside Austria for which no consent from Europcar was granted;
- 10.1.2. Losses and additional costs arising where the Lessee/driver has abandoned the scene of an accident or where the Lessee/driver has caused such damages and costs in a condition in which he was impaired by alcohol, medications or drugs, or in another condition negatively affecting his ability to react (e.g. fatigue, illness etc.);
- 10.1.3. Losses arising due to loading the vehicle, e.g. as a result of loaded goods which are not sufficiently secured, or due to overloading, or improper fitting of accessories or the use of improper accessories, as well as damage to the interior of the vehicle;
- 10.1.4. Losses and consequential losses which are causally linked to these, to HGV truck bodies (tarpaulins and hoops, box bodies, tail lifts, refrigeration units) and convertible roofs;
- 10.1.5. Losses and consequential losses which are causally linked to these to tyres and rims, as well as to the undercarriage of the vehicle;
- 10.1.6. Losses as a result of theft where the Lessee fails to return the vehicle keys;
- 10.1.7. Losses arising due to the fact that a non-authorized driver has driven the vehicle;
- 10.1.8. Losses resulting from breaches of sections 1.3., 6.1.5., 6.1.7., 6.1.10. or as to which the provisions of precisely these sections were not complied with;
- 10.1.9. Losses arising due to the fact that driving entrance heights are not complied with, e.g. in underpasses, garages etc.;
- 10.1.10. Losses arising due to intentional acts or gross negligence of the Lessee/driver;
- 10.1.11. Losses arising in the course of transporting the vehicle with other means of transport/shipping (including, in particular, where the vehicle is forwarded by rail on car trains, on car ferries or other vehicle transporters);
- 10.1.12. Losses including consequential losses to high-voltage systems, including jumper cables and batteries, in the case of electrical vehicles;
- 10.1.13. Losses and consequential losses causally related to these, resulting from refuelling with the incorrect fuel; i.e. for example fuelling a diesel vehicle with petrol or a petrol vehicle with diesel or with fuels which are not permitted for the vehicle in question, e.g. biodiesel;
- 10.1.14. Losses due to loss or damage of mobile Europcar accessories, such as navigation devices, GPS systems, child seats, snow chains or the like;

- 10.1.15. Damage to clutches and other damage caused due to errors in shifting gear;
- 10.1.16. Losses arising from use of the vehicle in contravention of the agreement with Europcar, in particular in the course of criminal use thereof;
- 10.1.17. Losses arising from the fact that the Lessee has not submitted an accident report to Europcar, contrary to sec. 12.

11. MAINTENANCE OF THE VEHICLE/ACTION TO BE TAKEN IN THE EVENT OF A BREAKDOWN

- 11.1. During the period of the rental, the Lessee is required to take such measures as are necessary in order to keep the vehicle in the same condition it was provided to him at the time of commencing the rental, taking account of normal wear and tear.
- 11.2. Lessees and drivers must observe the warning lights in the vehicle display and in the event that these light up, must take all such measures as are necessary, as listed in the operating instructions.
- 11.3. In cases of doubt, the Lessee/driver must contact the technical team for the respective vehicle manufacturer in order to obtain support on queries regarding the vehicle, which will be responded to under the mobility guarantee in the event that the vehicle's serviceability is impaired. The emergency numbers in question will be found in the vehicle papers.
- 11.4. Beyond the assistance of the technical team for the respective vehicle manufacturer, alterations, mechanical intervention or repairs to the vehicle are only permitted with Europcar's prior consent. Lessees/drivers are recommended to obtain such consent in written form.
- 11.5. In addition, the Lessee is not permitted to represent Europcar in legal transactions.
- 11.6. The Lessee shall be liable to Europcar for all of the consequences resulting from culpable breach of the obligations set forth above.
- 11.7. The lessee shall be liable to Europcar for all costs arising from self-inflicted breakdowns.
- 11.7.1. The optional Roadside Assistance guarantees competent and free assistance due to the following self-inflicted breakdowns:

	INCLUDED SERVICES	EXCLUDED SERVICES
Loss of car keys	- production and shipping of the new key - Securing the vehicle by roadside assistance/ Europcar, if necessary	
Opening the car in case of lock out	- Expenses of the roadside assistance for opening the car	
Incorrect fuel type (only if the engine was not started)	- Expenses of the roadside assistance for pumping out the fuel	- Costs for the fuel
Running out of fuel	- Expenses of the roadside assistance for providing fuel to reach the fuel station	

11.7.2. If the Roadside Assistance was not selected, Europcar will charge a processing fee for the use of the Mobility Guarantee in the event of personal negligence as specified in Annex 1 to these Terms and Conditions in addition to the costs incurred by the breakdown services.

12. ACTION TO BE TAKEN IN THE EVENT OF A TRAFFIC ACCIDENT OR THEFT OF THE VEHICLE

The Lessee/driver must immediately notify the police and Europcar following any accident, fire, theft, collision with wildlife or other damage, where the damage in question is not merely de minimis. The foregoing also applies in cases of accidents caused by the Lessee/driver himself without third-party involvement. Lessees/drivers may not acknowledge any claims of opponents. Even in the case of de minimis damage, the Lessee/driver must prepare a written report, and submit a sketch. The accident report must be forwarded to Europcar within 2 business days, but no later than at the time of returning the vehicle to Europcar. This may be done by e-mail to damageservices@europcar.at. It is also possible for the Lessee/driver to hand over the accident report in person at the Europcar office agreed in the Rental Agreement, and the accident report must, in particular, indicate the name and address of the persons involved as well as any possible witnesses, together with the official registrations of the vehicles involved.

In the event of a theft of the vehicle, the Lessee must deliver to Europcar a copy of the police report without delay, together with the vehicle keys and vehicle papers if the latter have not also been stolen.

In the event of a culpable failure to discharge these obligations, the Lessee shall bear liability for all disadvantages incurred by Europcar resulting therefrom.

In the event of damage Europcar reserves the right to terminate the rental agreement prematurely and to demand the immediate return of the vehicle and, if necessary, to assert claims for damages, see in sec. 6.3.

13. AMENDMENT TO SUBSTANCE OF AGREEMENT DURING THE RENTAL

In order to amend the period of the rental agreed in the Rental Agreement or the return location, the Lessee/driver shall contact the competent rental office as set forth in the Rental Agreement, or contact Customer Service at +43 (0)1 86616.

An amendment is only permitted with Europcar's express consent, and may give rise to changes to the originally agreed rate and the additional costs and fees as set forth in sec. 8.9., regarding which Europcar will inform the Lessee. As a result of changes to the duration of the rental and the location of the vehicle return, the terms of the originally agreed rates and booked additional services may cease to apply.

14. REFUELLING OF VEHICLE

All vehicles are delivered to the Lessee with a full tank of fuel and must be returned by the Lessee with a full tank of fuel. Where the Lessee finds at the time of accepting the vehicle that the tank is not full, he may notify a Europcar employee of this, who shall note this deficiency on the Rental Agreement. The Lessee must take note of the fact that the rules governing refuelling will depend on the location for return of the vehicle. The terms applicable in each case are agreed in a manner which is specific to the agreed return location in the Rental Agreement, because in the event

of a return location which is located abroad, different rates for subsequent refuelling may apply.

For returns within Austria, the Lessee will be charged the costs of missing fuel, including a service supplement for refuelling, as shown in Appendix 1 of these Terms and Conditions. It should be noted that Europcar may demand that the Lessee furnish proof of refuelling in the form of a receipt.

15. RETURN OF VEHICLE

The Lessee must return the vehicle and the vehicle keys as well as the accessories at the rental term on the agreed day and agreed time at the agreed return location. The vehicle, keys and accessories must be returned in the same condition as Europcar provided them at the time of the commencement of the rental, taking account of normal wear and tear.

If, as described in sec. 13, the Rental Agreement has been amended, the Lessee shall be entitled to return the vehicle accordingly pursuant to the amended Rental Agreement.

15.1. Lessee's return of vehicle during Europcar's opening hours

The Rental Agreement ends at such time as the vehicle is returned to the Europcar office and the vehicle keys and other accessories are handed over to a Europcar agent. If the Rental Agreement has already ceased prior to this time, e.g. due to the expiry of its term, then the Lessee's obligations under the Rental Agreement shall continue in force until such time as the vehicle is returned and the keys are handed back to the office, and sec. 15.4. shall apply.

In the event that the vehicle is returned at an earlier time than agreed in the Rental Agreement, the Lessee shall have no claim for a refund of any part of the rental charges, except where the early return falls within the scope of Europcar's responsibility. Where the vehicle is returned to Europcar, Europcar and the Lessee shall be obliged to jointly prepare a return log and to sign the same. Europcar shall, upon request, deliver to the Lessee a return confirmation document, documenting the return of the vehicle to Europcar. Europcar shall, in particular, bear no liability for loss or damage to items of property which are introduced into the vehicle or left behind in it, except where Europcar bears fault for this. The registration papers are found in, and must remain in, the glove box. The vehicle papers, keys and any entry ticket the driver may have received from the parking garage/carpark used by Europcar must be delivered to the Europcar agent at the time of returning the vehicle.

15.2. Returns out of Europcar's opening hours

15.2.1. Europcar recommends that Lessees return vehicles during the opening hours of its offices. Upon request of a customer, Europcar does offer, at certain offices, an additional out-of-hours service. The opening hours may be viewed online at www.europcar.at.

Where the Lessee has opted to return the vehicle out of opening hours, Europcar shall prepare a condition report for the vehicle in the absence of the Lessee.

The Lessee/driver must indicate all new damage to the vehicle or, if the vehicle is no longer in the same condition as at the time of delivery to the Lessee (taking account of normal wear and tear) in the accident report which is enclosed with the vehicle papers.

This accident report must be deposited together with the vehicle keys into the key box which is provided for this purpose.

The vehicle shall remain in the carpark until the Europcar office opens, which shall immediately carry out an inspection of the ve-

hicle and issue an invoice on the Rental Agreement. The Lessee/driver must park the vehicle in the area provided so that it does not represent any risk to third parties or any obstruction to traffic. The registration papers are located in, and must remain in, the glove box. The vehicle's keys and any entry ticket the driver may have received for the parking garage/carpark used by Europcar must be deposited into the key return box provided. In light of the fact that the vehicle will be checked at a later time (specifically: during the opening hours of the office), Europcar recommends that the Lessee/driver make photos of the vehicle prior to depositing the keys, in order to record the condition of the vehicle at the time of returning it as well as the precise time of its return.

As soon as Europcar has carried out an inspection of the vehicle and any losses have been assessed, Europcar will inform the Lessee thereof.

15.2.2. Where the Lessee returns the vehicle out of opening hours, in breach of the agreement with Europcar, the Lessee's obligations under the Rental Agreement shall continue to apply until such time as a Europcar staff member actually accepts the vehicle.

In particular, Europcar shall bear no liability for loss or damage to items of property which were introduced into the vehicle or left behind in it, except where Europcar bears fault for this.

15.3. Return of vehicle during opening hours of Europcar offices, without joint inspection with the Lessee

Where no joint inspection with a Europcar agent is carried out for reasons for which the Lessee is responsible, then the Europcar agent shall inspect the vehicle in the absence of the Lessee. Europcar shall note the failure to carry out a joint inspection of the vehicle in the Rental Agreement; sec. 15.2 shall apply.

15.4. Belated return of vehicle

In the event that the vehicle is not returned on the day as agreed in the Rental Agreement, and if the Lessee does not promptly furnish a report regarding the grounds of the belated return, it will be Europcar's assumption that the Lessee is using the vehicle without authorisation. Europcar will then be entitled to file a report with the competent authorities.

In such case, Europcar shall be entitled to charge the Lessee a usage fee for each further day of unauthorised use, on the basis of the rate applicable for that period, which may deviate from the rate booked by the Lessee. Europcar may claim the entirety of the losses Europcar has incurred as a result of the Lessee's fault or any culpability of the driver which is attributable to the Lessee. Europcar is, in addition, entitled to demand the immediate return of the vehicle.

15.5. Damage to vehicle

Where the condition of the vehicle at the time of return deviates from the condition at the time of commencing the rental (taking account of normal wear and tear) the following provisions shall apply in the case of damage:

15.6. Damage ascertained in the presence of the Lessee/driver at the time of returning the vehicle

Where, at the time of returning the vehicle, damage falling within the Lessee's scope of responsibility is ascertained, and where the Lessee confirms this by signing the return record, the Lessee must pay for the losses which have arisen.

Where the Lessee fails to countersign the return record based on objections to the findings regarding damage and/or the calculation thereof, then Europcar shall proceed in accordance with sec. 15.7.

15.7. Damage ascertained in the absence of the Lessee/driver at the time of return of the vehicle

With respect to damage falling within the Lessee's scope of responsibility and ascertained by a Europcar agent upon inspection of the vehicle following its return, but without the Lessee present, Europcar shall forward to the Lessee the following documents:

- Copy of Rental Agreement, together with a description of the damage ascertained
- Photos of damage
- A cost estimate or a valuation regarding the necessary costs of repair.

Where the Lessee has objections to the damage ascertained and/or the calculation thereof, he may notify Europcar thereof within 14 days from the time it is despatched to him, in writing by e-mail or post.

Where, within 14 days from the receipt of such e-mail or letter, the Lessee does not raise any objections to the findings and charges, or where the Lessee is unable to sufficiently rebut the causation of the damage by him/ the calculation of the damage, Europcar shall invoice the Lessee for the necessary costs of repairing the damage.

Europcar reserves the right to exclude customers with a conspicuous history of damage from future rentals.

15.8. Liability of Lessee in the event of damage

15.8.1. Depending on the damage arising to the vehicle and the reduction of liability agreed with the Lessee at the time of concluding the Rental Agreement, the Lessee may be assessed the costs of repair in part or in full. Pursuant to sec. 10.1. of these Terms and Conditions, a reduction of liability is not permitted based on the grounds listed in that section.

The assessment of the amount of loss to be compensated shall be made, if no repair is undertaken to the damaged vehicle, by means of a valuation by an independent, court-certified expert, engaged by Europcar.

Where the Lessee has objections to the losses ascertained and calculation thereof, he shall be at liberty to proceed as described in sec. 21.5.

15.8.2. The Lessee shall bear liability for all losses incurred by Europcar, these shall include all costs ascertained pursuant to the valuation of a court-certified expert for repairs and for depreciation of vehicles, or in the case of total loss, for the replacement value of the vehicle, as well as for all further costs incurred by Europcar such as costs for the ascertainment of damage or to avert exacerbation of damage, claims for justified third-party claims which Europcar is required to reimburse, costs of towing and storage, etc. pursuant to Annex 1 to these Terms and Conditions under "Other charges", and, in cases of gross fault, for lost profits (e.g. lost rental income).

15.8.3. In all further and other respects, the statutory rules on liability shall apply.

16. RENTAL INVOICE AND PAYMENT

16.1. The Lessee shall receive the final invoice no earlier than on the day after returning the vehicle. Depending on the product and the means of payment agreed, the Lessee shall pay the full amount of the invoice or Europcar shall collect the corresponding amount by means of the agreed means of payment.

- 16.2. In cases of pre-paid bookings, the pre-payment contains the amount of the rental fee for the booked period, the booked accessories for the period of the rental and for all additional booked mobility services. The corresponding amount shall be debited from the means of payment agreed with the Lessee in the course of the booking. The Lessee shall receive a confirmation of the pre-payment made. This pre-payment shall be taken into account in the final invoice for the Rental Agreement and deducted from any potentially different total amount payable. In addition, a deposit will be blocked on the credit card pursuant to sec. 4 of these Terms and Conditions.
- 16.3. In the cases of non-pre-paid rentals, the costs will be shown on the Rental Agreement, which the Lessee will sign prior to accepting the vehicle. The actual costs of the rental are calculated at the time the vehicle is returned. In addition, a deposit will be blocked on the credit card pursuant to sec. 4 of these Terms and Conditions.
- 16.4. Any additional fees or costs as listed in section 8 of these Terms and Conditions shall be invoiced to the Lessee at the time the vehicle is returned if at this point in time it is already possible to calculate them.
- 16.5. In the event that further costs are incurred, e.g. due to traffic fines or damage to vehicles which are determined at the time of or following the return thereof, and which are attributable to the Lessee, Europcar shall in these cases notify the Lessee of these costs as well as the further administrative cost pursuant to Annex 1 of these Terms and Conditions at a later point in time, specifically after Europcar has gained knowledge of these costs and/or has ascertained the amount thereof.
- 16.6. Objections to additional fees and further costs pursuant to 17.3. and 17.4. may be raised by the Lessee within a fourteen-day period, beginning on the date of receipt of the letter, by e-mail or post. Where the Lessee does not respond within the above-referenced period, such costs will in any event be charged to him.
- 16.7. The Lessee shall receive the final invoice electronically. Otherwise, the final invoice will be forwarded to him in paper format.
- 16.8. Europcar's rental charge claims as well as any other receivables arising out of the Rental Agreement, including claims for damages, shall be due for payment at such time as the invoice is received; in the event of default of payment, the Lessee undertakes to pay default interest at a rate of 6% p.a. over the 3-month Euribor rate in effect at the time of the invoice, unless the Lessee is a consumer within the meaning of Austrian Consumer Protection Act; in that case, the statutory interest rates shall apply; in addition, the Lessee shall be liable to Europcar to reimburse it for the charges incurred by Europcar due to the default, in particular dunning fees pursuant to Annex 1 of these Terms and Conditions, in addition the tariff-based costs for extra-judicial and judicial pursuit of Europcar's receivables by collection agencies and/or by lawyers, where such costs are necessary in order to appropriately pursue Europcar's rights and bear a reasonable relationship to its primary claim.

17. PROVISIONS GOVERNING PAYMENT WITH FOREIGN CREDIT CARDS

A Lessee who, according to his own statements to Europcar, is domiciled abroad and has a credit card on which the base currency is a currency

other than Euro may benefit from converting the currency into the base currency of his credit card when he pays for his rental using that card. The Lessee may use the credit card terminal to select whether he wishes to settle payment in Euro or in his base currency. In such case, Europcar shall perform the currency conversion on the basis of an exchange rate based on the Reuters Index at the time of the invoice with additional exchange rate fees, as shown in Annex 1 to these Terms and Conditions.

The Lessee may change his selection of base currency by providing a corresponding declaration at the time of returning the vehicle to the Europcar office. The final invoice amount will then be shown in Euro on the final invoice.

In the event that Europcar is unable, for technical reasons, to furnish the service offered in this regard, the conversion to the base currency of the credit card shall be carried out on the basis of the Lessee's bank's terms and conditions.

18. PROTECTION OF PERSONAL DATA

Europcar uses personal data which are collected directly from the Lessee, including details on each driver registered on the Rental Agreement, solely for purposes relating to handling the rental and the claims for payment, to verify their identity and to monitor for fraud as well as for further questions, both prior to, during and following conclusion of the vehicle rental. The Lessee/driver hereby give their consent to processing of the personal data collected from them for the purposes described below, and to the forwarding thereof to the data recipients indicated for such purposes.

You will find our data protection guidelines at www.europcar.at/dataprivacy

Europcar collects, stores and processes your personal data inter alia for the following purposes: In order to offer you mobility services and for its own marketing purposes, such as special offers and customer loyalty programmes. Lessees and drivers are informed by Europcar regarding each time data is collected, either at the office or online by means of a text marked with an asterisk (*). The recipients of the personal data are the Europcar offices and the Europcar group. Some of these data recipients may be domiciled in countries in which the legislation in respect of collecting, storing and processing personal data do not offer the same protections as in Austria. Your personal data will only be forwarded to a franchisee of the Europcar group in a country outside the European Union if an enquiry for a vehicle in such a country is made or if the vehicle is rented there. Because the forwarding of the personal data is required in order to implement a Rental Agreement, Europcar has a well-founded interest in forwarding such data.

The Lessee and/or driver shall at all times have the right to receive information, to demand correction and deletion of personal data. In addition, they shall have the right to revoke their consent at any time.

This may be done by e-mail to dataprivacy@europcar.at and/or by post to the following address: Europcar Österreich, ARAC GmbH, Data Protection and Customer Card Department, Brunner Strasse 85, A-1230 Vienna.

We wish to alert you to our existing data processing systems, the goal of which is to avoid risks.

We wish to point out to you that, where a well-founded interest is demonstrated, we may communicate your personal data upon request to the police authorities if, during the period of the rental, you have violated traffic rules or committed a criminal offence.

19. PRESCRIPTION AND LAPSE OF CLAIMS

Claims for damages against the Lessee based on damage to the vehicle and accessories shall lapse one year from the date the vehicle is returned.

All other claims against the Lessee under the Rental Agreement shall be prescribed three years from the date of the invoice.

Where the event of damage was caused by an intentional act and is subject to at least a one-year custodial sentence, a 30-year prescription period shall apply.

20. LIABILITY OF EUROPCAR

Europcar disclaims liability for losses of the Lessee, except where Europcar or its representatives or vicarious agents have committed intentional acts or gross negligence. Europcar shall be liable for slight negligence as well but only for injuries to persons and where material contract obligations have been breached. Europcar's mandatory liability under the Product Liability Act remains unaffected hereby. Europcar bears no liability for the risk associated with items of property transported. Similarly, Europcar shall have no liability for lost profits costs of accommodation or alternative mobility services, flight costs, etc., or any interruption to business operations in connection with the rental.

21. SETTLEMENT OF DISPUTES IN RESPECT OF A RENTAL

21.1. Applicable law

With respect to all legal disputes arising out of this Agreement, the parties hereby agree that Austrian law shall apply, and that jurisdiction and venue shall be vested in the court of the Federal capital city of Vienna with subject-matter jurisdiction. Where the Lessee is a consumer within the meaning of the Austrian Consumer Protection Act, the court in whose district the Lessee's domicile is located, where he is ordinarily resident or pursues his professional activities, or the place at which the damage occurred shall be deemed to have geographical jurisdiction.

21.2. Written form

No amendments or addenda to the Rental Agreement shall be legally valid unless made in written form. However, the foregoing shall not apply where the Lessee is a consumer within the meaning of the Consumer Protection Act. However, written form is in any event recommended. The requirement of written form is also satisfied by "U-Pad signature" (this is digital recording of the Lessee's handwriting, together with linkage and storage with the digital data record of the Lessee's declaration; in particular, when documenting any damage at the time of returning the vehicle). The Lessee takes note of the fact that, if he is not a consumer within the meaning of the Consumer Protection Act, the staff members of Europcar are not authorised to conclude oral ancillary agreements to this Agreement.

21.3. Customer service

For customer service, please contact Europcar's national organisation, through which you made your booking. This may be a different national organisation than the one which carries out your rental or which is located in the country of your domicile.

For bookings made via Europcar Österreich, the Lessee may reach the Customer Service desk as follows:

Europcar Österreich, ARAC GmbH
Brunner Strasse 85, A-1230 Vienna
Telephone: +43 (0)1 866 16
E-mail: customerservices@europcar.at
Internet: www.europcar.at

You may find the contact data for the international Europcar Group on the respective contact pages which you may view at www.europcar.com.

21.4. Notices

All notices in connection with the Rental Agreement shall be sent to the addresses referenced in each case in the Rental Agreement.

21.5. Settlement of disputes with the assistance of the European Car Rental Conciliation Service (ECRCS)

Where the Lessee is of the opinion that Europcar has not sufficiently taken account of his interests, he has the option of contacting the European Car Rental Conciliation Service (ECRCS) at <http://www.ecrcs.eu>.

Europcar is a participant in the ECRCS programme in order to enable its customers to settle their complaints regarding cross-border vehicle rentals within Europe.

It should be noted that this option is only available in respect of disputes relating to a cross-border rental within the European Union. The prerequisite is that the Lessee is domiciled within the EU, and that the rental occurred in a different EU country. Where the Lessee's complaint does not relate to a cross-border rental, he cannot invoke the ECRCS in respect of that complaint.

21.6. Set-off of claims of Lessee

The Lessee hereby expressly waives the right to exercise a right of set-off under this Agreement against Europcar's claims. If the Lessee is a consumer, this shall not apply in cases of insolvency of Europcar and/or with respect to those counterclaims that are related legally to the liability of the Lessee, that have been adjudicated by court judgment or that Europcar has acknowledged.

