

## **1. YOUR CONTRACT WITH US**

1.1. Signing the back of the present agreement

a) Represents the acceptance of all clauses specified in the present agreement and in all its' annexes; and  
b) Constitutes the contractual obligations You assume towards Us.

1.2. The contractual clauses include the information from the form on the back and all specifications from the annexes to the present agreement.

1.3. Any completions or modifications can only be made validly in writing, with the approval of both contracting parties, by addendums signed by Us and Yourself.

1.4. Chapter INTERPRETATION from the 12<sup>th</sup> clause of the present agreement explains some terms and expressions mentioned in CAPS in the present agreement.

1.5. The terms used in italic font that are not defined on the form from the front of the present agreement have the meaning from the verso of the agreement or from its' annexes.

## **2. LEASE PERIOD**

2.1. We agree to let You use the vehicle from the handover date and time until the reception date and time, when you are obliged to return the vehicle at the location mentioned on the back.

2.2. The lease period in which You are authorized to use the vehicle can be extended only according to your written request sent You, based on our written approval. In this case you will be informed about the new date and time when you have to return the vehicle.

2.3. In case we acknowledge that you do not respect the contractual clauses, we reserve the right to terminate the lease before the date/time agreed for returning the vehicle. We will communicate a written notice in this respect, in person or by mail with reception confirmation at the address you mentioned on the back of the agreement. You undertake that as soon as you receive the notice, respectively on the date the notice is communicated in person or on the reception confirmation date, to return the Vehicle at the location mentioned on the back. In this respect, we wish to inform you that if you do not return the Vehicle in three hours from the notice reception, we will consider that you are in possession of the Vehicle without our approval, case in which we will be entitled to contact the competent authorities (police) to recover the Vehicle according to the law, including by declaring the Vehicle stolen. In any such case, we will also be able to recover the vehicle with our own personal means, acting within the limits provided by the law.

2.4. We can also retrieve the Vehicle in case we are justified to consider that you are in breach of any of

the contractual clauses or in case we acknowledge you did not provide correct information.

## **3. WHAT YOU AGREE TO BY SIGNING THE PRESENT FORM**

On the signing date of the present form you declare that you fully agree to undertake the following obligations, which you declare are clear to you and guarantee that:

a) The information you have provided us and that you filled in on the front or the back of the present form and also in any of its' annexes that you or your representatives have signed, are true.

b) Nor you nor the persons specified on the back form as authorized representatives, drivers or additional drivers:

i) have any interdictions to drive Vehicles in Romania or any other country;

ii) are not and never have been a party in any kind of case, litigation or administrative procedure and no court sentences were pronounced against you/them for sanctions related to the drivers' license and that are not yet mentioned in the drivers' license and also no criminal convictions were given to you/them for traffic offenses that have not yet been disclosed; also nor you or the other authorized persons, drivers and additional drivers, suffer or have ever suffered from any kind of physical or mental incapacities that would affect the ability to drive a Vehicle;

iii) You were not prohibited to drive Vehicles following an offense related to alcohol or substance abuse;

c) Both, you and your authorized representatives, drivers or additional drivers will check the Vehicle before driving it and you will inform us if you acknowledge irregularities (including defects) that were not mentioned on the back or in the verification report prior to the present lease or in any of the annexes you signed.

d) You own and/or will obtain all authorizations, licenses and permits necessary for yourself, for the driver and/or for any of the additional drivers to drive or operate the Vehicle.

e) You are the sole responsible and you undertake to compensate us in full for:

i) all costs and expenses arising from civil liability, including legal expenses, not covered by the mandatory or optional insurance policies concluded by Us in regard to the Vehicle, this compensation not being interpreted as replacing or limiting any other damages that might occur as a result of any case of non-fulfillment or improper fulfillment of your obligations assumed according to the present contract;

ii) all claims and other kind of actions or petitions formulated by Us or against Us as a result of

you breaching any of the contractual clauses or the insurance policies clauses.

#### **4. OUR OBLIGATIONS TOWARDS YOU**

4.1. The vehicle constituting the object of the present contract was maintained according to the manufacturer's recommendations.

4.2. At the beginning of the lease period the Vehicle will be handed over in working condition and for the purpose that it was built, according to a handover protocol, annex and integrated part of the present contract.

4.3. In case the Vehicle will not be operational, for other reasons than your own fault, we will replace it, upon request. The replacement Vehicle will be, if possible, similar to the initial one, in 48 hours, according to the traffic conditions. In case we will not be able to replace the Vehicle and the initial Vehicle cannot be replaced in due time, we will reimburse the afferent lease cost proportional to the duration in which the Vehicle was unusable.

4.4. Besides the expenses authorized by Us for repairs, we are not responsible for any losses you might have suffered, in case of the vehicle's failure or damage not caused by our fault.

4.5. We are not responsible for the loss or destruction of the goods you or other people leave in the Vehicle, except for the obligations imposed to us by the persons and/or goods insurance concluded for the Vehicle driven by you.

#### **5. THE RESPONSABILITIES YOU HAVE FOR THE DURATION YOU HOLD THE VEHICLE**

5.1. You undertake to respect the general conditions of the insurance policies concluded by Us, as acknowledged by You in the form attached in Annex 2 (Copy of the General Casco Conditions).

5.2. Besides the normal wear, you will bear the costs for all the damages caused by your fault and not covered by the insurance policies.

5.3. In case of damage, we will retain, as compensation, all amounts that were constituted as deposits.

5.4. You will be liable for all the damages you caused us by losing the lease income for the duration the Vehicle is repaired, in case of damage, regardless of the cause of the damage, except for the case where the damage was caused by our fault. The amount of the unachieved income due to losing the lease will be calculated according to the normal lease price for the repair duration or until an agreement is reached and the payment is received.

5.5. In case the Vehicle is lost and brought to a state where its' repair is no longer justified from an economic point of view, you will bear all administrative and legal expenses related to the settlement of all claims or petitions formulated by us

or against us in relation to the Vehicle and you will cover all damages caused to us that are not covered by the insurance policies we have concluded with the insurance company for the Vehicle.

5.6. You will promptly inform us regarding all damages caused or produced to the Vehicle or if the Vehicle does not run properly. In case the Vehicle was already damaged or you acknowledge it is damaged and by using it you could cause additional damages, you undertake to stop using the Vehicle, otherwise you bear the entire repair costs.

5.7. In case the Vehicle presents damages, regardless of their cause, you must fill in the Accident Form and send it to us as soon as possible.

5.8. The Vehicle: You undertake to take care of the Vehicle with the diligence of a good owner, making sure permanently that the Vehicle is correctly closed and insured, that the vehicle documents are in your possession and not in the car, that the vehicle is not in operation and is well protected against damages caused by unfavorable weather conditions. You must always insure that the vehicle is fueled with the proper fuel and check and maintain the right level for the engine oil, from the gearbox (only for vehicles with automatic transmission), the tire pressure and the cooling liquid. When you do not use the vehicle you will assemble and use all security devices the vehicle is equipped with or the ones that were provided along with the vehicle.

5.9. You will make sure that the vehicle is not used in unsafe or improper conditions, or used for other purposes than the ones for which it was designed or equipped for. You will not overload the Vehicle and will not allow the vehicle to transport more passengers than the number of passengers it was designed or equipped for.

5.10. You will properly insure all transported goods and you will not transport dangerous or inflammable substances.

5.11. You will not drive the vehicle off-road or on unpaved surfaces, you will not use the vehicle for racing, training or competitions. You will not use the vehicle for towing, thrust, learning drivers or other risky or unusual uses.

5.12. You will not allow the operation or use of the vehicle by other persons than the ones authorized by Us, mentioned on the back of the present contract.

5.13. You will not use or drive the vehicle for illegal purposes, nor inebriated or under the influence of substances that could affect your driving abilities.

5.14. Upon our request, you will inform us about the location of the vehicle.

5.15. You will not sell, lease or dispose of the vehicle in any way, you will not present yourself as the right owner of the vehicle or as our agent.

5.16. You will not remove or move any of the identification signs and marks of the vehicle or of the ownership of the vehicle.

5.17. You will not use the vehicle for persons' or goods' transportation.

5.18. You will not perform or allow the performance of actions on the vehicle without our consent, except for minor, urgent repairs, that must be executed by a qualified mechanic.

5.19. You will directly pay or you will compensate us for any fines or penalties applied for the use of the vehicle and you will reimburse us with all the administrative costs, in the amounts mentioned on [www.sixt.ro](http://www.sixt.ro) – section regarding information on the lease, responses for the police or other kind of authorities regarding the respective fines or penalties.

5.20. You will not be liable for damages caused by natural catastrophes.

## **6. RESPONSIBILITY FOR RETURNING THE VEHICLE**

6.1. You must return the vehicle at the agreed return location and the date and time agreed for returning the vehicle or immediately in case of contract resolution. If you do not proceed in this manner, we are entitled to retrieve the vehicle from any location on your expense.

6.2. In case you do not return the vehicle at the agreed location you will bear the expenses made to bring the vehicle to the respective location.

6.3. Your obligations related to the Vehicle continue to apply and remain in full force and effect until you handover the keys to one of our employees responsible to receive the vehicle.

6.4. The vehicle will be returned at the date and location specified on the back, usually during working hours. If you choose to return the vehicle outside the working hours you will fill in the box on the back of the present document and pay the additional costs in this respect.

6.5. In case the vehicle is not returned at the date and location mentioned on the back, if the delivery does not happen in three hours from the time mentioned on the back, at the expiration of the three hour term, we reserve the right to inform the police that the vehicle is in your possession without our approval and initiate any legal procedures to recover the vehicle. This does not exclude our right to take actions for the direct recovery of the vehicle, on your expense, resorting to the provisions of the legislation in force.

6.6. In case you wish to continue to keep the vehicle after the expiration of the initial lease duration, you must follow the instructions provided in point 2.1.

## **7. INSURANCE**

7.1. In addition to the other obligations, you must also respect the provisions of the insurance policies.

7.2. The luggage inside the vehicle is insured for the amount provided in the insurance policy concluded by us for the vehicle you leased.

7.3. We are not liable for the objects you leave in the vehicle for the duration of the lease.

7.4. The repair costs for the damages resulted from the improper use of the vehicle will be borne by you. These costs will be either retained from the deposit or paid separately.

7.5. We are not liable for any injuries caused to third parties or damages caused to other vehicles that you have caused during the lease period, if you willingly communicated false information like the identity, address or validity of the drivers' license.

7.6. You will be liable for the entire repair of the damages in case they were caused by one of the following situations:

- a) driving under the influence of alcohol or drugs;
- b) gross negligence or deliberate action;
- c) using the vehicle for illicit/illegal purposes;
- d) the vehicle was driven by an unauthorized person (minor or person that was not declared);
- e) driving the vehicle off-road (ex: in the mountains);
- f) damaging the inferior part of the vehicle, the wheels, tires and the vehicle's interior;
- g) breaching the traffic legislation and/or the legal provisions in general;
- h) report written by the police in absence at the verification moment;
- i) and also any other situation excluded from the Casco insurance.

7.7. Protection against theft does not apply in case the loss of the vehicle is caused by the non-fulfillment of one of the responsibilities you assumed according to clause 5.8. of the contract.

7.8. We remind you that you are not entitled to use the vehicle for other purposes or in other conditions than the ones expressly agreed in the present contract.

7.9. You or your representatives, the other drivers or the additional drivers must restrain from any actions that could cause the inapplicability of the insurance policy.

7.10. We inform you that if you do not fulfill or improperly fulfill one of the obligations assumed under the present contract, situation caused by yourself or your authorized representatives, including the driver or additional drivers, that could lead to the inapplicability of the insurance policy, you will bear all the repair costs and also the compensation owed for repairing the damages caused and/or any damages to repair the prejudice caused to Us and/or to the Vehicle. This does not eliminate your criminal, contravention, civil or any other type of liability towards Us, third parties or the authorities. In the other cases of breach you will bear the additional repair costs not covered by the insurance policy. In all cases provided by the present clause we are

entitled to retain the deposit as compensation. In case the deposit is insufficient, we will use all legal means at our disposal to recover the prejudice caused by You.

## **8. WHAT YOU MUST DO IN CASE THE VEHICLE IS STOLEN OR IMPLICATED IN AN ACCIDENT**

8.1. In case the Vehicle or the goods in the Vehicle are stolen or illegally taken, or the vehicle is implicated in an accident, you will follow the clauses provided in the Casco insurance policy and you will take all measures necessary to protect both Our interest and the interest of the insurance company, according to the clauses of the lease agreement, and you particularly undertake to:

- a) to provide immediately, both to Us and to the insurance company, complete details on the situation occurred, in maximum 24 hours; in case you are injured and cannot inform us about the accident in the term mentioned above, you will do so as soon as possible;
- b) make sure that either You or the driver fill in and deliver the Form for Accident Report to be handed over to the insurance company in 24 hours from the accident;
- c) to include in this report the circumstances, date, time and place of the accident, name and addresses of the witnesses, name and address of the owner of the other vehicle involved in the accident, including the identification number of this vehicle, the name of the insurance company, the number of the insurance policy for this vehicle.
- d) to attach to this report any valid insurance policy in your possession;
- e) to cooperate with the authorities in order to establish the correct circumstances of the accident, leaving the authorities the decision for establishing the guilt;
- f) to inform the police regarding any theft or illegal dispossession;
- g) to immediately send us any and all letters from third parties, summons or other documents related to legal proceedings that you receive in relation to the vehicle;
- h) to support Us and the insurance company in the legal proceedings; this means that you authorize us to initiate petitions in your name and you will fully cooperate for a common defense in case of petitions introduced against yourself and/or against us, related to the Vehicle.

## **9. PAYMENT**

9.1. According to the agreed conditions, we might request you to pay a deposit before taking over the Vehicle. We can use this deposit as guarantee for the

payments owed by You according to the present agreement, as mentioned in the form on the back.

9.2. When the lease period ends, you will pay all amounts representing the lease price and any other amounts that compose the total amount due, agreed upon and filled in on the form on the back.

You must know:

- a) the taxes will be calculated according to the agreed installments, before you take over the vehicle;
- b) the VAT will be charged at the rate applicable at the beginning of the lease period;
- c) the lease price will be collected and adjusted accordingly, based on the agreed installments, considering also the actual number of kilometers traveled during the lease period; the adjustment will be calculated according to the mileage on the vehicle; the mileage will be read and the result will be registered both at the beginning and at the end of the lease period. If we consider that the mileage did not operate properly, we will make an estimate of the correct number of kilometers traveled.

9.3. You will be liable for the amount mentioned as due on the back form until the payment is performed by you or a third party who accepted to pay in your name.

9.4. In case the beneficiary's name mentioned on the back is incorrect, the person signing on the back will be considered obliged towards us and liable according to the clauses of the present agreement.

9.5. You authorize us to process all amounts owed to us according to the present agreement on your credit card having the details mentioned on the back (including refuel taxes and other amounts that could be owed to us according to the agreement).

## **10. REFUEL TAX**

10.1. You must return the Vehicle with the same amount of fuel it had at the beginning of the lease period. Otherwise you will pay:

- i) a tax for refuel services according to the rates charged at the location mentioned on the back as the agreed location to return the vehicle;
- ii) a tax for the amount requested for completing the difference up to the quantity existing at the beginning of the lease period.

10.3. Credit will not be owed for unused fuel or extra fuel in addition to the quantity we initially provided.

## **11. YOUR RESPONSIBILITY IN CASE OF CONTRAVENTION AND FINES RELATED TO TRAFFIC LEGISLATION**

11.1. You will have the same liability as the Vehicle's Owner and will bear all costs for:

- a) all fines for contravention actions committed with the Vehicle, according to the traffic legislation during the lease period;

b) all fines for illegal parking of the Vehicle for this duration.

## **12. INTERPRETATION**

12.1. In the present agreement:

- a) “You” means the signatory of the present agreement mentioned on the back, that has full capacity and can assume the obligations mentioned in the present agreement;
- b) In case You and the Driver are two different persons or if you appoint additional Drivers or authorized persons:
  - i) You are responsible for all the breaches of the present agreement by the Driver or additional Driver;
  - ii) The Driver, respectively the additional Driver undertakes to respect all contractual obligations that you have assumed.
- c) “Driver” is the person whose name is mentioned on the back as driver. Only the Driver can drive the Vehicle, unless we allow an additional Driver.
- d) “Additional Driver” is the person whose name is mentioned on the back as driver. Besides You and the Driver, only the additional Driver can drive the vehicle.
- e) “Vehicle” means the vehicle described on the back. This includes any replacement and all equipment, accessories, tools, documents and spare tire.
- f) “We” means the company or the person whose name appears in the upper right box on the back.

## **13. DATA PROTECTION**

13.1. The data registered in relation to the present agreement:

- a) can be disclosed and used by Us for identifying other products or services that can be relevant to You and for statistical analysis;
- b) can be disclosed by us to entities for data collection, reference, credit, registration of vehicles or other interested bodies, in case you breach the provisions of the present agreement, according to the legal provisions.

## **14. APPLICABLE LEGISLATION**

14.1. The applicable legislation is the legislation from the country where the contract is signed by You, and all legal proceedings related to this agreement will be referred to the competent courts from the respective country.