

Terms & Conditions

(effective 01.07.2015)

1. Preamble

This rental agreement concerning the motor vehicle described overleaf and concluded between the lessor and the lessee is signed on the basis of the General Terms and Conditions of Avis Autovermietung GmbH ["Avis Car Rental Co. Ltd."], Laaer Berg Strasse 43, 1100 Vienna. Amendments, supplements and ancillary arrangements must always be set down in writing.

a) Persons not indicated as lessees in this rental agreement may only drive the vehicle if an additional fee has been paid therefor in advance. A charge of € 7,00 will apply for every additional driver per day (max. € 70,00). Should the lessee not be driven, he shall be subject to the obligation to provide information on the driver in accordance with Art. 103 Par. 2 of the 1967 Motor Vehicles Act [Kraftfahrgesetz].

b) The lessee shall be liable for all tolls, traffic or parking violations domestic and abroad as well as for acts of trespass of possession and shall consent to the collection of costs via his mode of payment indicated overleaf (his credit card in particular).

c) The minimum drivers/renters age is 19 years for small category cars, for medium and large category cars 21 years and for Executive and Luxury category cars 25 years. The driver/renter must hold a valid driving licence (or equivalent foreign licence) for at least ½ year, with regard to the Executive and Luxury category for at least 3 years. A charge of € 14,00 per day (max. € 140,00) will apply for all drivers under the age of 25 years.

d) If customer holds an international driving permit it has to be in the Roman alphabet and in combination with a national driving licence.

2. Rental costs and terms of payment

Avis rates are based on time and distance driven. All charges are calculated in full units (hour, day etc), part units are rounded up to the next full unit. Rates include oil, maintenance, third party liability of € 10 Mio (financial losses up to € 60.000) and wear and tear, but exclude fuel.

a) The maximum duration of a rental contract is 30 days which can be extended for a further 60 days by exception and when agreed with Avis.

b) The car rental can be paid non-cash only by using an Avis loyalty card or another credit card (no prepaid or debit card) recognized by Avis. Lessee shall provide Lessor with a credit card that must be valid for at least another three months and shall authorize Lessor to deduct a credit balance from the card issuer in the amount of the estimated rent according to the rental agreement, plus one tank filling and a deductible in the event of damage, in the amount agreed upon. Lessor shall furthermore be entitled to retroactively correct all of Lessee's liabilities arising from the rental agreement, in particular also consequential costs such as e.g. administrative penalties, cleaning expenses, towing charges, compensation for damages, etc., using the credit card provided to cover the rental fee, as well as to issue and use all receipts required for this.

c) If the credit card provided does not have the required credit rating, Avis shall reserve the right to refuse the rental or to request a second credit card which must be a Visa/Mastercard Gold, American Express or Diners Club card. To rent a luxury class vehicle, two credit cards are required in any case; one of the two credit cards must be an American Express or Diners Club credit card. Cash payments are not accepted for car rentals.

d) Lessor's rent receivables as well as any other receivables arising from the rental agreement, where applicable, incl. claims for compensation, are due for payment promptly in each case; in the event of default of payment, Lessee shall undertake to pay default interest in the amount of 6 % p.a. above the respective 3-month Euribor rate; in addition, Lessee shall owe and pay to Lessor compensation for any charges resulting from the default in payment, in particular dunning charges in the amount of € 18.00 (including value-added tax), the costs of out-of-court pursuit and judicial prosecution of the claim by collection agencies and/or a lawyer, to the extent that these costs are necessary for adequate prosecution.

3. Use of the vehicle

Lessee shall return the vehicle in the condition in which it was rented, including all accessories and complete equipment. Refuelling costs shall be at Lessee's expense. See also point 4 with respect to the rules on returning the vehicle and on loss assessment. Lessee shall follow the manufacturer's operating instructions.

a) The lessee shall acknowledge that the vehicle may not be used:

aa) to commit crimes

bb) to sublet the vehicle

cc) to convey passengers or objects for a fee and to transport dangerous, toxic or flammable substances

dd) to tow, push or otherwise move a vehicle or trailer

ee) in motor sports events, for training or instruction drive, or off-road.

ff) by persons under the influence of alcohol or drugs and/or a person who is unfit to drive due to other circumstances (Art. 5 of the Roadway Traffic Ordinance [Strassenverkehrsordnung])

b) In all Avis rental cars smoking is interdicted (marked by non-smoking stickers). In case of breach of this clause a cleaning fee of € 60,60 will be charged. Avis' right to claim further damages shall remain unaffected.

c) The right to use the vehicle shall become effective at the start of the rental period agreed upon in the rental agreement at the earliest. Any possible earlier operation of the vehicle must be approved in writing by Lessor.

d) Lessee acknowledges that any change to the rental period reserved by Lessee, or agreed upon at the time the vehicle was picked up, may lead to a change in the rate applied. This may result in a discrepancy between the reserved rental charge and the one that is actually invoiced.

e) Should Lessee not return the vehicle at the agreed return time and/or the agreed return location, he shall make Lessor aware of this situation as early as possible. Any extension of the rental period or any change of return location is permitted only after express permission has been obtained from Lessor. If this is not the case, Lessor shall reserve the right to charge Lessee a Late Return Fee as set out in Clause 9. e) below respectively for all costs resulting from returning the vehicle to another than the agreed return location (at the least, however, € 42.42).

f) Lessor shall be entitled to terminate the rental agreement prematurely, effective immediately, for cause. Termination for cause may be e.g. default in payment, or if the vehicle is used in a manner contrary to the agreement, or if other essential contractual obligations are violated or are not being complied with, or in the event the vehicle is damaged or destroyed. Premature cancellation of contract may be declared verbally (e.g. by telephone) by Lessor.

g) In the event of late payment, should the unpaid balance as per the payment reminder mailed to the customer not be paid within the period allotted in the payment reminder, Lessor shall be entitled to collect the rented vehicle.

4. Pick Up and Return of vehicle

The lessee shall be liable for all expenditures which the lessor incurs for repairs or replacement due to damage to the vehicle

a) At the time the vehicle is transferred to Lessee and returned to Lessor, all damages to the vehicle shall be recorded in the rental agreement and confirmed by the signature of Lessee. Lessee shall be liable for all damages to the vehicle that are ascertained when the vehicle is returned, in addition to those noted at the time the vehicle was transferred. Lessee shall not be permitted to retroactively claim compensation for damages that were allegedly present at the time the vehicle was transferred to Lessee already.

b) The vehicle may be returned during Lessor's hours of operation only as indicated in the rental agreement. The customer shall keep the vehicle safe from pick-up to return time, or until the vehicle is collected by Avis, as agreed, from Monday – Friday up to 6 hours Avis has been notified to collect the vehicle. If Lessee does not notify Avis to collect the vehicle between Monday and Friday at least 6 hours before closing time, Lessee's duty to keep the vehicle safe shall extend until 12:00 on the following business day not including Saturdays.

c) Returning the vehicle outside of business hours is not permitted. If the vehicle is returned to Lessor outside of the hours of operation or without being confirmed by an Avis employee, Lessee shall be liable for losses and for all damages ascertained that were not recorded in the rental agreement by Lessee at the time the vehicle was picked up, up until the time Lessor actually takes possession of the vehicle again.

d) Delivery/collection within the Avis Home Delivery programme: Available in Graz, Innsbruck, Klagenfurt, Linz, Salzburg, Vienna) The rented car will be delivered within the city limits of the rental station in a circle of up to 15 km from the rental station. Larger distances available on request. The service is offered from Monday - Sunday from 07.30 - 21.00 and must be booked at least 72 hours in advance. The delivery/collection will take within a timeframe of 30 minutes (i.e. car booked with delivery for 20.00: delivery happens between 19.45 - 20.15). In case the delivery/collection happens with a delay caused by Avis, we will not charge the cost for this delayed delivery / collection. In case

the renter/driver of the rented car does not show up at the agreed address during the agreed timeframe and therefore Avis is not able to hand over/collect the rental car, we will charge the cost for the delivery/collection plus the cost for the rental to the renters' credit card (in case of a failed delivery = 1 rental day, in case of a failed collection = until the car has been brought back by the renter). The costs listed below refer the price per delivery or per collection and are charged in addition to the car rental cost: Distance between rental station and customer's address: Up to 5 km € 20.00 / Up to 10 km € 30.00 / Up to 15 km € 40.00 / from 16 km on request

e) Other Collections: If you want to return the car in a Hotel the Lessee has to get the approval of the Lessor and make sure that the Hotel informs Avis immediately about the drop off of the vehicle. Costs resulting of a delayed information to Avis (e.g. parking costs) will be charged to the Lessee)

f) Lessee is not obligated in principle to clean the vehicle before returning it; however, in the event the vehicle is exceedingly dirty or is soiled beyond the limits of ordinary use, Lessor shall be entitled to charge Lessee for any additional cleaning fees in accordance with point 9 of this agreement. If the vehicle is too soiled to allow the condition of the vehicle to be determined, in particular to check the vehicle for additional damage, Lessor shall reserve the right to clean the vehicle before confirming acceptance.

5. Limitation of liability

When setting up the rental agreement, Lessee shall have the opportunity to agree upon a limitation of liability per damaging event with Lessor. The limit of liability per damaging event shall be recorded in detail in the rental agreement. It should be noted that a deductible shall be applied to each damaging event that is not associated with the same cause, instead of per rental agreement or per vehicle.

a) The agreement on the limitation of liability shall cease to be effective, however, if Lessee or the authorised user of the vehicle violates the provisions of this agreement (especially points 1, 3, 6, and 7) and/or if he acts in a grossly negligent manner or deliberately. Furthermore, damages caused by disregarding clearance heights and/or widths (e.g. underpasses, garages, etc.) are not covered.

b) In addition, the following shall be exempt from any limitation of liability at all times: Damages arising from accidents where Lessee or the Authorised Driver leave the scene of the accident, using the wrong fuel, as well as the loss of or damage to vehicle keys, license plates, certificate of approval and mobile Avis accessories (e.g. GPS devices, child's safety seats, among other things).

6. Insurance cover and behaviour in case of an accident

The lessee and the authorised driver are covered by a motor-vehicle liability insurance policy, which can be inspected at the lessor's head administration offices.

a) The lessee shall uphold the lessor's and the insurance company's interests in the event of an accident for the duration of the rental term by complying with all legal provisions which are to be obeyed immediately following a traffic accident, in particular:

aa) taking down the names and addresses of all parties involved and all witnesses, as well as providing all necessary assistance

bb) owning up to no fault, acknowledging no liability and effectuating no payments

cc) not leaving the vehicle without taking reasonable security precautions and undertaking everything possible to reduce the damage

dd) making a detailed report by telephone to the nearest Avis station at the lessor's expense,

ee) immediately notifying the police or the nearest security-service office, especially if persons have been injured or, in a case of property damage, if the other party involved in the accident cannot be immediately identified with name and address. The Lessee is liable for all costs which occur due to not notifying the police or not completing the enclosed Avis Accident report form.

b) If the lessee accepts the provisions of the passenger insurance policy offered by the lessor in combination with its insurance company for the rental customer, he shall have insurance coverage according to the terms and conditions displayed at the rental station.

c) The lessee shall hereby release the lessor from all liability, to the extent legally permissible, for damage to and loss of objects conveyed, kept or left behind in the vehicle by the lessee or someone else prior to or during the rental term or after returning the vehicle to the lessor. The lessee shall exempt the lessor from all costs and claims asserted against the lessor in connection with such losses or damage.

d) The steering wheel lock and the doors must be locked and windows must be closed at all times as long as the vehicle is not in use; the lessee must take all precautions so that the vehicle cannot be operated by unauthorized persons. Attention is drawn to the pertinent legal provisions, in particular Art. 102 of the Motor Vehicles Act.

e) The Lessor shall undertake everything in his power to avoid mechanical failures or malfunctions in the vehicle. However, to the extent legally permissible, he shall assume no liability for such failures and malfunctions, nor for any and all losses or damage incurred thereby. Liability or damages in accordance with the Product Liability Act [Produkthaftungsgesetz] or other product liability claims derived from other provisions for property damage to objects used commercially by companies shall be precluded.

f) Lessee shall not be entitled to represent Lessor in legal transactions; accordingly, Lessee shall not be permitted to commission repair work on the vehicle on his own authority, i.e. without obtaining Lessor's express approval in advance. Only if it is not possible to confer with Lessor for reasons that lie in Lessor's sphere of influence, and if there is imminent danger, or if the requirements for agency without specific authorisation are met in other respects, Lessee shall be authorised to have repair work performed by a repair workshop authorised to repair the respective vehicle brand.

7. Travel abroad

a) With vehicles rented in Austria it is in general NOT allowed to travel to Albania, Armenia, Belarus, Bulgaria, Cosova, Estonia, Greece, Latvia, Lithuania, Macedonia, Moldova, Montenegro, Romania, Russia, Turkey, Ukraine and any islands or other continents. Infringements shall entail full compensation for damages for all direct or indirect damage up to the rental vehicle's full value and shall entitle the authorities to seize the vehicle at once. In particular, impermissible attempts to cross borders shall entail cancellation of the right to continue using the vehicle. The lessee shall be liable for the vehicle's full value in a case of theft.

b) Exceptional regulation, to the extent arranged via stamp on the front page of the rental agreement apply to travel into the Czech Republic, Poland, Slovakia, to Hungary, Slovenia and Croatia as well as to Bosnia & Hercegovina and Serbia, contingent upon compliance with all the following terms and conditions:

a) conclusion of limitation of liability for damage and in case of theft

b) payment of a security surcharge of € 8,00/rental day (max. € 80,00). In case of travel to Bosnia & Hercegovina or Serbia the security surcharge is extended to 24,00 €/rental day (max. 240,00 €). The selection of car models allowed into these countries is limited.

c) The vehicle may only be parked in supervised parking areas.

d) The vehicle's keys may not be given to a third party under any circumstances, including in particular for safekeeping or for manoeuvring the vehicle.

8. Reservations

Reservations can only be made for car groups (A-P) in which a variation of vehicle models can be subsumed. Specific makes or models can not be guaranteed.

a) A Non Cancellation Fee of 60,00 € will apply if reservations are not picked up within 24h of the reserved pick up time and have not been modified or cancelled before the reserved pick up time.

b) For reservations out of office hours, a charge of € 54,54 will apply, which is charged over the Rental Agreement. Such reservations require a confirmation of the affected station.

c) On all offices a late arrival fee of € 42,42 will apply to all rentals where the reservation was scheduled within the opening hours but the actual processing of the rental took place after the official closing time, irrespective of the reason for the delayed pick up of the car.

9. Fees

a) Airport Surcharge: All car rentals originating at Austrian Avis airport locations are subject to an airport surcharge of 17 % on the total charges before taxes (with a minimum of € 24,24). At Airport stations this fee is included in the reserved price of the rental.

b) Registration fee-Highway fee: A charge of € 4,85 per day will apply, maximum € 96,96. This fee is included in the reserved price of the rental.

c) Winterization Service charge: Between 1st of November and 15th of April a charge of € 4,85 per day will apply, max. € 96,96. This fee is included in the reserved price of the rental.

d) Refuelling Service Charge/EZ Fuel Fee: All fuel will be charged at the official Government price published by the Ministry of Economics in Vienna. A fixed refuelling service charge of € 21,82 will

apply when the vehicle needs to be refuelled. For renters choosing the prepaid fuel product no fixed refuelling service fee will apply and there is no refund for unused fuel. The lessee is advised to present the fuel receipt at the car return to prove the full tank. Where the vehicle has been driven less than 120 km, an EZ Fuel Fee of € 12,00 will be charged in compensation for the fuel consumed.

EZ Fuel Fee will not apply if the renter proves that the vehicle has been duly refuelled by presenting the refuelling receipt.

e) Late Return Fee: If the vehicle is returned late without the Lessor's prior agreement, an extra day's rental for each day or part of a day the vehicle is returned late will be charged plus a Late Return Fee of € 10,00.

f) Damage Processing Fee: In the event of liability a damage processing fee of € 36,00 will be charged in addition to the damage or loss. If the renter has limited the liability by purchasing Theft Protection (TP), Collision Damage Waiver (CDW) or Super Cover (SCDW) and subject to the provision on the lapse of liability reduction set out under 5 a) the renter's liability is limited to the lower of the estimated cost of repair or replacement plus the damage processing fee or the applicable excess stated on the rental agreement.

f) Additional Equipment: On request at time of reservation snowchains, skiracks and child safety seats are available for € 32,00 each per rental. Mobile navigation systems are available for rent at a price of € 14,00 per day (€ 70,00 per week, € 140,00 per month). In case of theft, loss or damage of the device € 200,00 will be charged. (For this excess charge no reduction or waiver is applicable)

g) Other costs: The following costs will apply, should the occasion arise: loss of keys € 242,40; loss of registration licence or licence plate € 121,20; extraordinary cleaning up to € 229,07; handling fee for traffic fines € 24,24; towing costs and costs for roadside assistance or recovery as incurring.

10. Place of jurisdiction and applicable law

This agreement shall be subject to the law of the country in which the lessor's head administrative offices are located. The competence of the courts in Vienna, 1st District, shall be agreed for lessees who are to be considered companies or who/which are neither residents nor do business within the country.

11. Data Security

With the rental customer's consent and in compliance with the legal provisions on data protection, Avis shall be entitled to compile and process all of the customer data set out in the rental agreement for purposes of sending information material and to transmit the data to the affiliated companies which can be called up at www.avis.at. Consent can be revoked at any time in writing; the letter should be sent to Avis Autovermietung Ges.m.b.H, Laaer Berg Str. 43, 1100 Vienna.

12. Disclosure and Tax number

Disclosure in accordance with Art. 14 of the Commercial Code: legal form of the company: limited-liability company, head offices: Vienna Company Register no. FN 92430 b, Company Register court: Vienna Commercial Court.

Fee according to Art. 33, Tariff Schedule 5 of the Fees Act [Gebührengesetz-GebG] self-calculated under the tax number 010/2805 (cf. Art. 3 Par. 4 of the Fees Act).

13. Currency Conversion

If the renter has chosen to pay in a currency other than that used by Avis when the quote was prepared, the exchange rate used is based on the Citibank wholesale rate plus 4% with this currency conversion service being

provided by Avis.