

GENERAL TERMS AND CONDITIONS OF CAR RENTAL 30411.07.01

The terms and conditions below constitute an integrale part of the agreement between Avis Autoverhuur b.v., established in Almere, or the Avis licensee you agreed the rental agreement with or who supplied the vehicle, hereinafter called: Avis, and the renter stated on the car rental contract.

1. If on commencement of the rental agreement no damage registration form has been completed and signed by the renter and Avis, the renter is considered to have accepted the car without any damage. If the car is not collected from one of Avis's branches by or on behalf of the renter, however Avis delivers the car at a location to be agreed and the driver should not accept the car upon delivery, there will be an envelope with the car with the rental agreement on which the vehicle (damage) status is registered and/or damage registration form NL20421.00.1, as well as the key to the car in a closed and sealed section of the envelope. If the driver is of the opinion that the damage defined on the rental agreement or the damage registration form is not in accordance with the damage to the car that he observed, he must notify Avis thereof prior to removing the key from the closed and sealed section of the envelope, through one of the telephone numbers stated on the envelope. If the driver should not have notified Avis of the difference between the damage he observed and the damage stated on the rental agreement or the damage registration form in the manner as above stated, the car is considered to have been provided to the driver in the condition stated on the rental agreement or the damage registration form.

The renter is bound to return the car on the return date and return location stated on the car rental contract in the condition he received it (with the exception of the consequences of normal wear and tear) with all the accessories, tools (to the extent they have been supplied), (registration) papers and other documents supplied with the car, and the keys. If outside Avis's opening hours the car should be returned to an Avis branch or – within or outside the above opening hours – elsewhere with Avis's permission, the renter's liability for damage to or loss of the car, for the parking charges and the costs mentioned in article 4 of these terms and conditions, shall continue until Avis has received and inspected the car. If the renter does not return the car at the agreed location after termination of the rental agreement, the obligation to pay the rent shall continue to be in full force, while the renter shall also be due additional charges to the amount of € 75.00 per day. Further to this, all the renter's contractual liability limitations shall be cancelled. The provisions in this section also apply if the renter does not return the car on account of a judicial and/or other legal seizure, and Avis cannot be held responsible for such seizure.

2. The renter is not permitted to (cause to) use the car:

- for transport with regard to a purpose that is in contravention of the law;
- in order to conduct training;
- to push or pull any vehicle or trailer;
- for the transport of persons and/or goods in contravention of any legal provision of the country and the countries where the renter uses the car;
- for racing, rallying or other sporting competitions or treasure hunts;
- by a driver who does not have the physical and mental capacity required to drive a car. The absence of such capacity includes any substances used by the driver that may affect his driving skills;
- by a driver who is below the minimum age of 21;
- by a driver who does not hold a valid driver's licence;
- by a driver who has not been stated on the car rental contract as the driver or renter.

3. The renter shall be liable for the actions and failures of the driver, the passengers and any others who use the vehicle or actually hold the car. This also applies when such action or failure was not consented to by the renter.

4. The renter must use the car with due care. The renter shall be liable for any costs, fines imposed increased with the administration charges, and other (financial) implications of an offence of the road traffic and other legislation for motorcars, increased with administration charges.

5. The renter must properly lock the car when it is not being used. Further to this, the renter must at any time make sure that the car has sufficient oil and coolant and that the tyre pressure is on the correct level. The renter bears the full responsibility to make sure that the car is filled up with the fuel suitable for the car. Costs of any maintenance shall be for the account of Avis, if Avis has given the renter permission to have maintenance work carried out. The renter is entitled to have urgent maintenance work carried out for the account of Avis when the renter cannot within reason be required to await Avis's prior permission, up to the maximum amount of € 150.-. Any maintenance charges shall only be compensated by Avis if the renter submits to Avis specified bills and a proof of payment.

6. It is the renter's duty to promptly notify Avis in the case of loss and/or damage, or a fault on the car and/or seizure by judicial authorities or civil seizure. If any damage or fault involve the risk of deterioration of the damage or fault in the case of further use of the car, or further use may result in reduction of safety on the road, the renter shall not be permitted to use the car until the car has been repaired (with Avis's consent).

7. Avis has taken out a liability insurance for the car in accordance with the Dutch statutory requirements; the terms of policy are available in Avis's office for perusal. Any damage to third parties that is not compensated in accordance with the terms of the policy by the insurance company on account of a reason for which Avis cannot be held responsible, shall be for the account of the renter.

Also in view of the insurance policy, it is the renter's duty:

- to notify Avis of any accident as soon as possible;
- to promptly notify the police;
- to immediately complete the insurance claim form and collect all the particulars of the persons and vehicles involved in the accident, and note down the particulars of any witnesses;
- to refrain from any acknowledgement of responsibility, in any form whatsoever;
- to leave the car behind only when the car has been sufficiently secured against accidents, theft and burglary;
- to give Avis and the insurance company the requested cooperation to a defence with regard to any third-party claims.

If the obligations defined in this article should not be observed, the renter shall be due to pay extra administration charges in addition to any damages.

8. If surrender of the own risk (Super) Damage Cover/(S)CDW or Theft Cover/(S)TP has not been agreed, the renter shall be liable for any damage as a result of damage to or loss of the car (including industrial loss), caused in any way whatsoever, between the moment the car was issued to the renter or driver and the moment of inspection after the car has been re-obtained by Avis.

If no surrender of the own risk has been agreed, the renter's liability for the damage to which the surrender is related shall for each individual claim be limited to the applicable remaining own risk.

(Super) Damage Cover/(S)CDW applies to damage to the car (including any accessories).

(Super) Theft Cover/(S)TP applies to the loss of the car (including any accessories).

Personal effects (i.e. luggage) are never covered.

The above forms of surrender of the own risk do not apply:

- if the damage was caused by the serious fault or intent of the renter, driver or any other person for whom the renter is responsible by virtue of this agreement or by virtue of the law;
- if the damage is related to the transport of hazardous substances;
- if the renter does not hand in the key;
- if the damage is the result of the improper use of the car;
- if the damage was caused during or is otherwise related to the fact that the car is in a country where it is not supposed to be pursuant to article 26 of these terms and conditions;
- if the damage was caused by the fact that any other provision of the rental agreement including these general terms and conditions have not been observed;

In any such cases the renter shall bear full liability.

9. No accident/passenger insurance has been taken out for the car. Avis will provide a similar cover if such provision has been agreed. The costs of such coverage shall be charged by Avis to the renter. The terms and conditions of the coverage shall be available in Avis's office for perusal. A limited and an extensive coverage are available.

10. The renter must immediately notify Avis in the case that the odometer should become defective. In the case he should fail to do so, Avis shall be entitled to charge the estimated number of kilometres per day, up to a maximum of 2000 kilometres per day.

11. The renter must make sure, for his own account, that he holds all the required licences, permits and declarations in order to transport goods in the car.

12. Avis is only bound to rectify faults if Avis was aware or should have been aware of such faults on the conclusion of the rental agreement, if within reason possible and does not involve any expenses that cannot be required from Avis in the given circumstances. In any other cases of faults, Avis may dissolve the rental agreement. In the case of a fault the renter shall only be entitled to a reduction of the rental price if Avis was aware or should have been aware of the fault on the conclusion of the rental agreement. In the case of a fault the renter shall only be entitled to a compensation of the damage caused if Avis was aware or should have been aware of the fault on the conclusion of the rental agreement. Only a technical fault on the car shall apply as a fault between Avis and the renter.

13. It is the renter's duty, while compensation with a counterclaim is not permitted – to promptly pay the following amounts at Avis's first request:

- the payment per kilometre, calculated pursuant to the kilometres travelled by car during the rental period at the rate mentioned on the car rental contract. The number of kilometres of the car shall be decisive;
- the payment for the duration of the rental period, while one rental day is equal to 24 hours, any surrender premiums for own risk in the case of damage and theft, a compensation for an accident cover and other premiums;
- the supplemental charges for leaving the car at a location other than the office where the renter rented the car, as stated on the car rental contract. The renter shall also be due a payment per kilometre if the car should be left behind without Avis's consent. Such kilometre payment will be calculated from the location where the car was left up to the location where the car was to be returned by the renter;
- the costs of fuel and any fuel tank surcharges for filling up the car with fuel, if the car is returned with a tank with less fuel than the amount supplied to the renter, or, if the renter used the Fuel Up Front option, the costs thereof;
- the costs of cancellation of the delivery and collection service if the car has already been delivered and:
 - the car is cancelled within 2 hours prior to commencement of the rental. The costs of delivery and collection and the fuel shall be charged;
 - the car has not been used without prior notification, a so-called no show. The delivery and collection costs, the fuel and 1 rental day shall be charged;
- any other costs/compensations resulting from this rental agreement and the law.

14. Avis shall at any time be entitled to demand a payment security and/or authorisation on the credit-card prior to effecting or extending a rental agreement. In the case that a payment due to Avis is made through a credit-card, the renter authorises Avis, through signing the agreement, to have all the payments referred to in article 13 collected through the respective credit-card organisation. 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 exchange rate plus 4% with this currency conversion service being provided by Avis.

15. The renter is in default by law if he does not fulfil (one of) his payment obligation(s) referred to in article 13. At such time the renter shall, while a proof of default shall not be required, be due interest equal to the statutory interest on an annual basis increased by 2%, while a part of the month shall apply as a whole month. The renter shall at such time also be due out-of-court charges to the amount of 15% on the principal sum to a minimum of € 125.-, without prejudice to Avis's right to claim any additional, actually incurred, costs.

16. Avis shall be entitled to terminate the rental agreement without a proof of default or court intervention, and take possession of the vehicle, without prejudice to its right to compensation of the costs, damage and interests, if it should appear that the renter does not, not entirely or not timely or properly comply with his obligations during the rental period; the renter's death, the renter having been put under legal restraint, his application for a moratorium or bankruptcy; in the case that the renter should establish abroad; in the event the car should be claimed by the public authorities, or in the case of the car's seizure, or if circumstances should arise that Avis was not aware of on commencement of the rent, which are such that if Avis should have been aware of them, Avis would not have effected the rental agreement. The renter hereby authorises Avis or the persons thereto designated by Avis to verify what location the car is at or to take possession of the vehicle. In the case that Avis has taken possession of the car, Avis shall reserve all rights in order to recover from the renter the costs incurred or the damage caused due to the violation of the agreement.

17. Subject to the case of intent or serious fault of Avis's subordinates, Avis's liability for defaults other than those defined in article 12 shall be limited to the amount for rent that the renter would need to pay to Avis in the case of proper compliance.

18. The provisions of this agreement may be deviated from only with Avis's written consent.

19. In the case that one or several provisions from this agreement should appear to be null and void, the other provisions shall remain fully effective.

- Avis shall save and use the personal details of the renter for the implementation of the agreement.
- The renter may request with reasonable intervals to have the details registered by Avis forwarded to him in order to inspect such information. The renter may request Avis to update, change or remove certain details. Avis shall respond to such request in accordance with the statutory requirements.
- Avis may use the renter's details for the purpose of forwarding information on products and services of Avis and of other companies. Avis may also pass on such details to other companies for this purpose. The renter may object to the above-mentioned use or supply of his details, which objection will be accepted.
- In the case of the renter's default or (the suspicion of) penal acts by the renter/driver, the details supplied shall be adopted in Car Rental Notification Systems used by Avis. Information on registered personal details and the duration of registration can be obtained from Avis following a written request, which involves expenses.

21. In the case the rental agreement is extended, all the agreement's terms and conditions shall remain in force, unless the parties have agreed otherwise in writing. If the total rent period should be more than 30 consecutive days, a separate rental agreement shall be drawn up for each 30 days which needs not be signed by the renter, however, which is based on the terms of the original rental contract.

22. Disputes resulting from or related to this agreement shall be subject to Dutch law and shall only be assessed by the Court Zwole-Lelystad, unless the renter; if he is a natural person and has not rented the car for the pursuance of his profession or business, notifies in writing to opt for assessment by the court who is competent pursuant to law within one month following the moment that Avis has appealed to this article in writing. The provisions herein made shall not be applicable if the Cantonal Sector has (absolute) competence.

23. Unless the renter has reported a change of address, the renter is considered to have elected domicile at the address stated by the renter on the conclusion of the agreement.

24. It is the renter's duty to reverse changes and additions made by him or on his behalf to the vehicle; the renter shall not assert any rights of compensation with respect to this.

25. The renter is not permitted to provide the car to a person other than the driver mentioned in the rental agreement.

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26. Without Avis's written consent, the car shall not travel outside Europe or European enclaves in non-European countries. Within Europe the car shall not travel in Albania, Bosnia & Herzegovina, Bulgaria, Czech Republic, Croatia, Estonia, Hungary, Latvia, Lithuania, Macedonia, Poland, Romania, Russia, Serbia & Montenegro, Slovakia, Slovenia, Turkey, Ukraine and White Russia. Also if an own risk has been surrendered, the renter shall be fully responsible for all damage caused by damage or loss of the vehicle, during, or otherwise related to, the presence of the car in these countries.