## **Key Terms and Conditions**

1) <u>Rental Agreement</u>. The contract is with us, (the Company) the provider of the vehicle as set out-in the Rental Agreement, and you as named on the rental agreement. Please read carefully these Key Terms and Conditions, that are part of your rental agreement.

2) <u>The Vehicle</u>. We must provide the vehicle and all mandatory safety equipment ('vehicle') in a roadworthy condition. We also provide the vehicle with mandatory third-party liability insurance. The driver is not a third party for these purposes and is not covered by this insurance.

You must return the vehicle and optional extras in the same condition as provided. Please check the vehicle thoroughly before you drive-away.

Please ask us to rectify the vehicle condition report if there is any unrecorded damage; if the fuel levels are marked incorrectly; if the vehicle registration, insurance certificates, incident report form or any mandatory safety or security equipment is not present in the vehicle.

<u>3) Documentation and minimum age</u>. You, the Hirer must provide a valid vehicle driver's license, ID or Passport and credit card (Visa or Mastercard) and must be present upon the vehicle's collection and signing of the rental agreement, as well as upon the vehicle's return. Without the documents mentioned above, the vehicle cannot be rented, and the Hirer will be charged with no show fees. No copies of the documents are accepted.

The minimum age to rent a vehicle is 25 years old at the time of the pick up and at least 4 years of holding a driver's license.

A valid license to drive in Europe is required and it is the responsibility of the Hirer to hold one.

All previous motoring offences up to nine years old (including drink driving offences) are to be stated to us, the company upon booking. The company reserves the right to refuse permission to drive the vehicle for whatever reason.

4) <u>Rental Period</u>. You are responsible for the vehicle and any optional extras for the duration of the rental period: a) Your rental period starts when you pick up ('check-out') the vehicle and ends when we acknowledge that we have the vehicle and keys ('check-in'). b) You must return the vehicle during office hours to a return agent at the agreed return rental location. If you choose to drop off the vehicle 'out of hours' or if you leave before we check-in the vehicle, you do so at your own risk and remain responsible until check-in.

5) <u>Costs.</u> You must pay the amounts on the rental agreement for the vehicle and for any optional extras for the rental period. You must pay for any extensions to the rental period, including for optional extras that you agreed to. You must pay for theft and damage costs, specialist-cleaning charges, towing fees, toll charges, parking, traffic or other fines and charges and related administration and processing fees, if due in accordance with these terms and conditions. You will not be liable if you are not responsible for the damage or loss.

6) <u>Vehicle Use</u>: You must: (i) exercise all reasonable care and skill when using the vehicle, (ii) use the vehicle according to the laws of the country in which you are driving, (iii) use the vehicle in a lawful manner and for lawful purposes, (iv) use the vehicle according to the detailed instructions that the Company provides at the pick-up location, (v) use the correct fuel, (vi) lock the vehicle when you are not using it and ensure that all windows, roof openings, removable roof panels or hood are properly closed, (vii) stop using the vehicle immediately, if safe to do so, and notify us soon as you become aware of a fault with the vehicle. You must not: (i) use the vehicle for any commercial purposes; for any motorsport (recreational or professional) or a related activity; off-road; tow another vehicle or trailer; transport flammable, explosive, corrosive or combustive materials, except for mineral essence oils or similar products as permitted by applicable law and fuel or gas necessary for the operation of the vehicle; (ii) allow any person other than an authorized driver to use the vehicle.

7) <u>Accidents, Theft and Damage</u>. In the event of a breakdown or accident, the Hirer is to proceed as follows: 1) Immediately inform the Company and police authorities of any accident, theft, robbery or other misfortune. 2) Take pictures and obtain names and addresses of all persons involved as well as witnesses, that can document what happened 3) Fill the accident report, together with other vehicles that may be involved. 4) Shall not leave the vehicle without taking all measures regarding its

protection. 5) Shall not take any responsibility or pled guilty, in the event of an accident that might hold the Company liable 6) Collect the accident report signed by all parties involved and the documents prepared by the police authorities, along with the vehicle keys, if retained (in case of vehicle theft) and send it immediately to the Company. Otherwise, all insurances and coverage's will expire, and the Hirer is liable for all expenses.

In case of a break down, theft or any damage to the vehicle, you will be liable in accordance with the regulations on liability. With respect to the amount of damage, our claim against you is restricted to your excess stipulated with us or to the amount of the additional liability reduction stipulated with us.

To help us, you must provide us a properly completed incident report form, including the contact details of the other parties involved, within the period of 48 hours following the accident. If you are unable to meet this obligation at all or in a timely manner, we will charge a separate flat-rate processing fee.

You are not liable for any loss or damage charges to the extent attributable to our failure to maintain the vehicle or covered under a manufacturer warranty.

8) On-road assistance. 1) Any problems associated with the vehicle, including equipment failure, must be reported immediately in order to give the Company the opportunity to rectify the problem during the rental. Failure to do so will compromise the Company responsibility, please contact us before you call on-road Assistance, and our team will help you to handle the situation. 2) This service covers any technical or mechanical malfunction of the vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the warranty period. 3) Please note that the following are not covered by Road-Assistance, and tow/relocation expenses will be charged to the Hirer: a) The vehicle running out of fuel. b) The keys being locked inside the vehicle, damaged (e.g. humidity in the key), or lost. c) Discharged batteries caused by incorrect usage and/or incorrect usage of any equipment that requires batteries to operate. d) Vehicle blocked off-road or in a dirt road e) A breakdown caused by willful neglect. f) Assistance to change a flat tire 4) the Company provides 24hr on Road Assistance support, outside office hours some delays may occur. 5) In case of any malfunction, the Hirer is not allowed to make repairs or alterations to the Vehicle, unless authorized by the Company and following exact instructions. 6) In the event of vehicle immobilization due to mechanical breakdown, or accident, and if it is not possible to repair on-site, the Company shall send a tow truck to drive the vehicle and the Hirer to the closest workshop or rental depot.

9) <u>Protection</u>. The Company does not accept any liability for personal injuries sustained during the rental period, and recommends that no valuable items should be left in the vehicle, out in the open, while the Hirer is away from the vehicle. The Company is not responsible for any belongings lost or stolen during the rental period, neither for any damages in the vehicle due to vandalism/theft, accidental or weather damages.

10) <u>Insurance</u>. The rental vehicle is insured against third party vehicles and property damage, according to the general terms and conditions for vehicle insurance (i.e. the vehicle is not insured for tire or window damage).

The vehicle is only insured in Greece and for the dates stated in the Rental Agreement. Driving outside the Greek borders constitutes a violation of the Rental Agreement and the company is not liable for any issue, damage or technical problem that takes place outside Greece. In this case, the Hirer is held responsible for any costs such as reparation, relocation, fees, fines and administrative costs. The company has the right to charge a penalty of 1.000 euros for each day the vehicle has been driven in another country.

Outside the rental period stated in the Agreement, the Company is not liable for any damage making the Hirer the only liable one.

If the Hirer breaches any of the conditions of the clauses in the rental agreement, any insurance option will be voided, and the Hirer will be responsible for the total cost of all damages.

*11) <u>Exclusions</u>*: The Hirer acknowledges that he is responsible for all costs of the following damages: a) Any damage due to vehicle, when in breach of a clause in the contract. b) Any damage caused by

willful conduct, induence of alcohol, drugs or any substance that reduces driving ability. c) Any loss/damages/stolen personal belongings. d) If the customer has a careless or negligent behavior of any kind or fails to abide by local road rules, resulting in damages to the vehicle, or third-party property. e) The cost to retrieve or recover the vehicle from any restricted area, submerged, trapped, or abandoned. f) The cost to replace keys which have become damaged, lost, stolen, or locked inside the vehicle. g) Drivers not identified in the Rental Contract, or Drivers with a canceled/expired driver's license. h) For any cost associated with the incorrect use of fuel. i) For any cost associated with incorrect use of any part of the Vehicle. j) All damages under the vehicle's body or above the windscreen line, if there is no collision with third parties. k) All damages caused by hitting an animal while driving.

12) <u>Fines and Charges</u>. You must pay for any parking charges or traffic fines incurred during the rental period related to your use of the vehicle. You must pay our processing fee to cover our time in dealing with these fines or charges, unless you are able to show that no loss or damage has occurred or if incurred, is significantly lower than the processing fee.

*13) <u>Fuel.</u>* You must bring the vehicle back with the same amount of fuel as was in the vehicle at time of pick-up. If you do not return the vehicle with the same level of fuel, you will be charged with 40E per  $\frac{1}{4}$  of the tank. Only best quality (i.e extra, Vpower) fuel is to be used.

*14) <u>Additional Drivers and Passengers</u>.* You are responsible for ensuring that any additional drivers you have added to the rental agreement or any passengers that you allow in the vehicle observe these terms and conditions.

You are responsible for any costs or charges we incur because an additional driver or passenger does not comply with these terms and conditions.

Your excess may not apply if the loss or damage is because of the additional driver's or passenger's deliberate or fraudulent act, omission or gross negligence (to the extent that such terms are used under the applicable law) or (ii) a deliberate breach of sections 6 and 7.

15) <u>Changes to your Rental</u>. You must pay for any increase in prices if you change the rental period or if you exceed the agreed mileage. You must pay a one-way fee if you return to a different location than the pick-up.

*16) <u>Early Returns</u>.* If you return the vehicle and any optional extras early, you will lose the benefit of any special offers if you no longer meet their requirements. This may result in the rental costing you more. There is no refund for any unused days.

17) <u>Late Returns</u>. Unless agreed differently, you must return the vehicle and any optional extras at the time/date and location stated on this rental agreement. If you think you will be late, it is in your interest to request an extension from us. If you are late, on the third day after your return date, we will preauthorise payment for an additional 5 days' rental charge on your debit card or, 10 days if you are using a credit card, at "pay at location" prices. If you return the vehicle within those 5 or 10 days (whichever applies), you will only be charged for your actual rental days, plus any other charges you owe us.

18) <u>Pre-Authorisation</u>. We pre-authorise an amount on your payment card. This holds an amount on your payment card so you should ensure there are sufficient funds available, as we will only process payment at the end of the rental. If you pay with another card, be aware it can take up to 14 days for your bank to release the 'held' money back to you.

*19) <u>Payments</u>*. All payments are in Euros. A booking is confirmed when the Hirer has paid 40% of the rental amount, inclusive of fees and taxes, by bank transfer, credit or debit card. In case the payment card is declined by the bank, the reservation will not be accepted, and no rental confirmation will be sent.

Applicable exchange rates will apply according to your payment method/bank fees.

The security deposit must be paid by bank transfer or credit card (Visa or Mastercard), and the credit card owner must be present at the pick-up. To release the vehicle, the Hirer is required to pay the security deposit. The security deposit will be held to ensure the excess payment in the event of robbery or accident and any other vehicle damage during the rental period.

The company will process the refund of the unused portion of the security deposit when returning the vehicle subject to the Hirer's bank procedures.

20) <u>Cancellations and refunds.</u> Cancelling must be made in writing. According to the days remaining before the rental date, the amount to be returned to the Hirer is as follows: (i) 45 days full refund, (ii) 30-15 days 50%, (iii) less than 14 days no refund, no show fee. The Hirer is advised to take its own cancellation insurance. If for any reason the Company cancels your reservation, we will return the full amount of the payment received, within 14 days.

*21) <u>Tracking</u>*. Vehicles may be fitted with geo-location systems and tracking devices to locate our vehicles in case a vehicle is stolen or not returned to the rental location, or to locate a vehicle in case of accident or breakdown.

22) <u>Use of your personal information</u>. We use your personal information to: (a) provide the rental services to you, (b) decide whether to provide future rental services to you. We can give your personal information without your express consent to a) enforcement / local authorities and parking companies, according to pertinent legislation for any legal use and b) to third parties who act on our behalf in claims administration, in collecting monies that you owe us. We do not collect sensitive personal information. We will not share your personal information with third parties (except the ones listed above), without your express consent. You have a legal right to access the personal information we hold about you (subject to payment of a fee, if allowed by law), and, if justified, you may to ask for any personal information to be corrected, modified, blocked or removed. The data controller is the vehicle rental provider, as named on this rental agreement. We will keep the data we collected for five (5) years.

23) <u>Lost Property</u>. We will do our best to contact you if we find any personal belongings in the vehicle.

24) <u>Applicable law</u>. The applicable law governing the contract between you and us will be the law applicable in Greece. The competent courts are the courts of Thessaloniki.

25) Liability / Security Deposit and After Rental Payments. 1) The security deposit can only be paid by credit card (Visa or Mastercard), and the credit card owner must be present at the pick-up. At the vehicle delivery, the Hirer is required to pay the security deposit. This amount will be held in the Hirer's credit card to ensure the excess payment in the event of robbery or accident and any other vehicle damage during the rental period. 2) If the security deposit amount is not authorized by the bank or by the credit card owner, the contract cannot be executed and the vehicle cannot be delivered. In this case, the regular cancelation policy will apply and the full booking amount will be charged to the Hirer. The security deposit will be returned to the Hirer at the end of the rental period, after an inspection by a Company member staff, who shall state the vehicle is in similar conditions compared to when it was collected. 3) Vehicle damage and equipment/extras damage costs will be charged according to the Rental Firm. The Hirer will also be liable for the nights not rented during the vehicle reasonable repair time, according to the damages at issue. 4) In case of an accident where the Hirer does not consider himself responsible, the Company will hold the full amount of the security deposit until the insurance company states the responsibility. 5) If the damage repair costs cannot be determined immediately, the Company will hold the full amount of the security deposit. A portion of the excess can be refunded in case the final damage repair costs are lower than the amount paid. 6) The Hirer agrees that the Company is authorized to charge the credit card on file for any further amounts that may arise such as wild camping, parking tickets, fines, traffic offence penalties, tolls, damages to the vehicle (interior or exterior) and overdue amounts. The Company is entitled to verify any of the damages to the vehicle for 30 days after the last day of the rental agreement. Fines will be charged as of the total cost of the fine, plus VAT tax and an administrative fee of  $50 \in$ . 7) Hirer must provide the Company with an alternative credit card that can be used to meet Hirer's obligations under the Company Terms and Conditions, in case of insufficient funds, declined transactions for any reason, and cancelled or suspended credit card. 8) All unpaid invoices will be added interest, which is the highest legal rate plus a flat fee, corresponding to 20% of the unpaid amount and any compensation for occurred damages / lost profits due by law. In the event of a legal dispute somehow related with this contract, the parties agree that the jurisdiction of the pick-up location will be applied.

<u>26) Applicable Law/Jurisdiction:</u> You agree that the Greek Law will govern any dispute related to these Terms. You further consent to the exclusive jurisdiction of competent courts of Thessaloniki.

Customer's full name

Signature