

EUROPCAR UKRAINE CAR HIRE AGREEMENT

1. Pursuant to the terms of the Agreement hereof, the Lessor shall deliver possession of a vehicle – a Car – to the Customer, hereinafter referred to as the Parties, for the period, and on the payment and other material conditions as defined by the Agreement hereby.
2. The Agreement shall consist of two parts and is presented on two pages. The Standard Terms of the rental Agreement are provided on the page hereon, whereas the Special Terms are provided on the reverse of this page.
3. The Signatures of the Parties put under the Special Terms of the Agreement shall certify about the Parties' achievement of voluntary consent with regard to all the conditions of the Agreement (both Standard and Special ones).
4. The subject matter of the Agreement hereof is the Car, which is being delivered possession of to the Customer, as well as the Detailed Description of it, which specifies the group, vehicle brand, and model of a car as well as other basic characteristics of the Car (grade, completeness, available damages, actual amount of fuel, etc.), which is stated in the Special Terms of the Agreement when the Car is being delivered possession of to a Customer.
5. When the Car is returned to the Lessor, the information about new damages and actual amount of fuel in the Car as well as other characteristics of the car as of the date of return shall be stated in the relevant chapter of the Special Terms. In case of rejection or impossibility for the Customer to sign the information about the condition of the Car at the time of return, the Parties have agreed to accept the information mentioned in the Special Terms by the Lessor as being trustworthy.
6. The Customer shall be obliged to return the Car upon the date as agreed and at the place as it is stated in the Special Terms of the Agreement in the technical condition as it was upon accepting the Car, with mileage specified in the Special Terms, as well as documents and additional equipment, with which the Car was delivered to the Customer. In case if the Customer fails to return the Car on the date and in the place as agreed, the Customer shall indemnify to the Lessor any costs and expenditures incurred because of the mentioned breach, including but not limited to the Lessor's costs for selection and delivery of the Car to the agreed place of return.
7. The Car shall be returned with the same amount of fuel with which it was transferred to the Customer. In case if the Car is returned with lesser amount of fuel than it was upon transfer, the Customer shall be obliged to compensate the cost of refueling of the Car with fuel pursuant to the paragraph 22 of the Agreement.
8. The Customer has to provide own valid passport, national driver license, international driver license upon request, credit or debit card to arrange the payment and preauthorization of the deposit according to Section 21. In case the listed documentation is not provided the Lessor has the right to refuse to provide a Car. The Customer shall be obliged to use the Car in compliance with the Car Operation Instruction for the public hard roads which is a part of the set of documents and is provided together with the Car.
9. The Customer shall take care of the Car duly. When leaving the Car, the Customer shall lock it and use all the vehicle security devices, with which the Car is equipped.

10. The Customer shall make sure that the appropriate fuel is used for the Car and also check and maintain oil level in the engine and gear box as well as tire pressure and a coolant regularly.

11. The Customer may use the Car neither for races nor for other types of competitions. Carriage of passengers or loads for a fee is not permitted either. The Car may not be used for towing, pushing, driving lessons, test-drives or in any other dangerous or unusual manner.

12. The right to use the Car shall be given only to the persons specified in the Special Terms. The transfer of the Car (granting the right to use) to any other persons in any manner (transfer for lease, sub-rental, etc.) is prohibited.

13. The Customer may not use the Car for any unlawful purpose or be in intoxication, which reduces concentration and slows down response time when using the Car.

14. The Customer shall have a right to use the Car outside the territory of Ukraine solely upon the Lessor's written consent. In the event when the Customer leaves Ukraine and involves in a road traffic accident (RTA), the Customer shall independently bear costs for delivery (return) of the Car to the territory of Ukraine. The Car shall not be covered against risks with comprehensive and collision car insurance outside the territory of Ukraine without the Lessor's written consent.

15. The Customer shall be liable for full indemnification of any of the Lessor's losses, which are not covered with compulsory insurance of liability of an owner of a vehicle, connected with bringing the Lessor to responsibility as an owner of the Car because of the Customer's inflicting damage to property or health of the third persons, or a road traffic offence, which is a consequence of the Car being used during the validity period of the Agreement hereof.

16. The Car rental payment shall be calculated on the basis of a daily tariff, which depends on the group of the Car, number of the days during which it was used, discounts (if any), conditions of the Car insurance chosen by the Customer, number of the kilometers run by the customer in case there is a limited mileage included in the chosen option, the cost of other services ordered or actually used by the Customer. In case of extension of the period for consuming a car rental service, the Customer shall pay for the actual period of using a car according to the Lessor's current tariffs. The Customer, when signing the present Agreement, hereby confirms his or her awareness of the tariffs and conditions, according to which they apply as approved by the Lessor.

17. In case of RTA with the Car being involved or in case of misappropriation of the Car, the Customer shall be obliged to urgently (not later than 24 hours after such circumstances happen) inform the Lessor about this by phone to a number as specified in the Agreement and immediately after such event happens – to inform the Department of State Traffic Inspectorate of DMIA of Ukraine about this by using the 102-number. Upon return of the Car the Customer shall be obliged to submit the respective reference of the RTA taken from the STI DMIA of Ukraine to the Lessor. If the Customer fails to submit the reference from the authorities of DMIA of Ukraine confirming the fact of RTA happening with the Car involved or the case of misappropriation of the Car, this shall impose the financial responsibility on the Customer for the possible losses caused by the absence of such reference.

18. Since the moment of transfer of the Car the Customer shall have full responsibility for the risks, to which the Car may be exposed. For the avoidance of negative consequences (losses) to occur as a result of the RTA, other damage or misappropriation of the Car, the Lessor shall insure the Car for the entire validity period of the Agreement hereof. In the event of the RTA happening, damage or misappropriation of the Car, and provided that the paragraph 17 hereof is duly performed, the Customer shall be obliged to



indemnify the sum of the Customer's responsibility to the Lessor (restriction of responsibility in case of damage or theft of a vehicle (CDW excess)), which is stated in the Special Terms of the Agreement.

19. In the event when the Car was damaged while it was being used, The Customer, besides full compensation for repair, shall additionally pay Administrative charge to the Lessor. The Administrative charge shall not be withheld upon purchasing the service of reduced responsibility in case of a damage of the Car.

20. In case of arising of the grounds, foreseen by the Agreement hereby, for surcharging of additional payments/costs from the Customer, the Customer, by signing the present Agreement, hereby entrusts and empowers the Lessor to form, sign and submit, on behalf of the Customer, the respective financial instructions (documents) for deduction (transfer) from the card account of the Customer who is the owner of the payment card of the relevant sums, calculated according to the terms of the Agreement hereof. In view of that the Customer's authorization stated herein for the contractual deduction of funds. Specified in this paragraph, the Customer's order for direct debit, including authorizing the landlord to process a payment check to the amount of additional payment unsigned card holder.

21. As regards authorization for deduction of funds defined by the paragraph 20 hereof, the Customer shall unconventionally give consent for transaction to be made with regard to payment (deduction) of the sum of Administrative charge, compensation of the cost of repair, lost parts or equipment, documents, compensation of fuel costs, cleaning of the car, in case of its being returned in a damaged condition or incomplete grade, any fines for the traffic violation during the rental agreement period, which should be made from his/her payment card in amounts stated in the paragraph 22 hereof, as well as with regard to other costs/losses, provided by the conditions of the Agreement within the amount of a pre-authorization. For the purpose of performance of this paragraph hereof, the Lessor shall make a pre-authorization of the sum which is equivalent being from 600 to 1,200 EUR depending on the group of the Car, and the Lessor shall make cancellation of a pre-authorization on the day of returning of the Car provided that there are no grounds for deduction of sums, stated herein.

22. The Customer's responsibility in case of a damage of the Car or its being returned in incomplete grade according to the Delivery and Acceptance Report shall be as follows according to Car Transfer act (p . 5 of the agreement):

Type of damage/works on removal of damages	Repair costs in UAH (UAH), the equivalent of which in EUR according to the rate of the commercial bank chosen by the Lessor is (according to the group of the Car):		
	Economy	Compact, Intermediate, Standard	Fullsize, Minivan
Scratch of 1 body part	230 EUR	250 EUR	270 EUR
Polishing of 1 body part	50 EUR	55 EUR	60 EUR
Engine undercover damage	95 EUR	100 EUR	270 EUR
Replacement of windscreen or rear screen	460 EUR	500 EUR	650 EUR
Replacement of headlights or other optics	230 EUR	250 EUR	550 EUR
Re-upholstery of 1 interior part	280 EUR	300 EUR	680 EUR
Passenger compartment cleaning	75 EUR	80 EUR	140 EUR
Loss of 1 part of amenity kit	28 EUR	28 EUR	28 EUR
Loss of jack	90 EUR	90 EUR	90 EUR
Lost documents, keys for the Car	240 EUR	280 EUR	320 EUR
Lost wheel cap	35 EUR	45 EUR	55 EUR
Damaged wheel plate or tire	240 EUR	280 EUR	320 EUR
Dry-cleaning of passenger compartment (smoking in the passenger compartment)	100 EUR	100 EUR	100 EUR
Refueling (per 1 l)	1.80 EUR	1.80 EUR	1.80 EUR
Administrative charge	50 EUR	50 EUR	50 EUR

Fine for traffic violation	50 EUR
Additional kilometer	0,15 EUR
No show fee	50 EUR
Late cancelation fee (less than 24 hours before pick up)	50 EUR

23. In all the legal relationships between the Lessor and the Lessee, which have not been governed by the present Agreement, the Parties shall be governed by the provisions of the current legislation of Ukraine. In case of any dispute, if the Parties cannot reach consensus on the performance of the conditions hereof, then the interested Party may have recourse to a competent court of Ukraine for consideration and settlement of the dispute.

24. By signing the Agreement the Customer hereby confirms, agrees and warrants that:

- The Customer has obtained the required, available, true and timely information about the conditions of provision of a service prior to signing the Agreement hereof, which enables him/her to have a conscious and competent choice;
- Information stated herein regarding the Customer is true;
- The Customer is aware of the traffic rules operating in the territory of Ukraine and is obliged to observe them;
- Information connected with the Agreement herewith may be used by the Lessor for the purpose of defining of other products or services which may refer to the Customer as well as for the statistical analysis (including paying capacity assessment) and may be disclosed by the Lessor for the purposes of any collection of debts, credit reference, registration of the Car or to a relevant state authority in case of a breach of the Agreement hereof by the Customer.



25. In case of a breach of the terms of the Agreement hereof, the Customer shall be obliged to return the Car by the Lessor's demand within twenty-four hours.