

## **General Terms And Conditions**

### **I.** **GENERAL PROVISIONS**

1. CE Rent Zrt. (registered office: H-8220 Balatonalmádi, Véghegyi Dezső u. 5., Hungary; office in Budapest: H-1042 Budapest, Árpád út 51-53. , Hungary; company number: 19-09-500311; hereinafter the “Lessor”), is a company whose business is the operation and lease to third parties of vehicles primarily registered and operated in Hungary.
2. The purpose of these General Terms And Conditions (hereinafter “GTC”) is to regulate in detail the terms of the lease legal relationship between the Lessee and the Lessor in order to enable the rental agreement to contain only specific terms. In the event of any discrepancy between the terms of the rental agreement and the GTC, the provisions of the rental agreement shall prevail.
3. The terms of the legal transaction between the Lessee and the Lessor shall be governed primarily by the rental agreement and its annexes and secondarily the GTC and the applicable laws.
4. The contents of the GTC, as in force at all times, shall qualify as contractual terms in respect of the rental agreement(s) between the Lessee and the Lessor.
5. Lessor shall display the effective GTC in a well visible place in its premises open for customer service as well as post it on its website. The GTC are public and available for everyone.

### **II.** **Amendment of General Terms And Conditions**

1. Lessor shall be entitled to unilaterally modify or amend the General Terms and Conditions. Lessor shall display the consolidated version of the modified, effective GTC in a well visible place in its premises open for customer service as well as post it on its website and shall modify the Lessee of the amendment and of where the amended GTC is displayed. If the Lessee does not raise an objection within 15 days of the notice, the changes/amendments shall be deemed as accepted.
2. If the Lessee raises an objection against the amended provision of the GTC within the deadline, then, at the discretion of the Lessor, Lessor shall notify Lessee whether it intends to maintain the rental agreement concluded with the Lessee under the original terms or that Lessee is entitled to terminate the agreement with the Lessor as of the effective date of the changes. Upon such termination Lessee shall pay to Lessor any amounts due based on the rental agreement up until the date of termination.

### **III.**

#### **Rights of the Lessee regarding the vehicle**

1. Lessor represents and Lessee acknowledges that the vehicle constitutes the exclusive property of Lessor. Lessor notifies Lessee that for the purpose of purchasing the vehicle it has concluded or may in the future conclude a bank loan agreement and a collateral agreement to secure the loan, pursuant to which the vehicle is, or may be encumbered.
2. The Lessee acknowledges that with the rental agreement Lessee shall obtain only and exclusively a right of possession and use in respect of the vehicle. During the term of the rental agreement, the Lessor warrants to the Lessee the undisturbed use of the vehicle, except for the cases specified in these GTC.
3. In the absence of a written agreement between the Parties to contrary effect, or a written authorisation by the Lessor, the Lessee may not relinquish the use of the vehicle to any third party either free of charge or for a valuable consideration. Persons to whom the Lessor has issued a written authorisation shall not be deemed as third parties, however, both in the case of use constituting breach of contract and authorised assignment of use, the Lessee shall be liable for the conduct of persons whom it has allowed use of the vehicle, as well as for damage or costs arising therefrom.

Lessor hereby notifies lessees that if the Lessee rents a car with a foreign license plate, it shall comply with the rules included in Act I of 1988 on Road Traffic when using the vehicle, including keeping a copy of the rental agreement, the lessor's permission and proof of payment of the registration tax on the lessee's person. Lessor shall not be held liable for the consequences of the absence of such documents.

4. The Lessee may not dispose over the vehicle as its own, in particular it may not sell the vehicle, pledge the vehicle, or encumber it in any other way, and may not bind it by a contract or otherwise under terms of any kind.
5. Should a third party put forth a claim on the vehicle for any reason, or wish to take any measure in connection with the vehicle that would affect the legal relationship between the Parties in any way, the Parties shall mutually, immediately inform such third party that the vehicle constitutes the exclusive property of the Lessor, that the Lessee is the legitimate user of the vehicle, and that it may be encumbered by the above rights instituted in favour of the Bank. If despite the information provided according to the aforesaid such third party implements any kind of measure in respect of the vehicle, the Parties shall mutually inform one another of this within 24 hours in writing, summarily (by e-mail), and shall independently take all necessary measures by which they shall protect themselves as well as the other Party from loss or other unexpected costs. If any third party implements any kind of measure in respect of the vehicle according to the above, any damage, cost or payment obligation arising therefrom shall be borne by the Party due to which the measure was taken, however, notwithstanding the above, any damage, cost or payment obligation arising from any default under this clause shall be borne by the defaulting Party in each case.

**IV.**  
**Rental term**

1. The rental shall be concluded between the Parties by signing the rental agreement, its term shall be as specified in the rental agreement commencing on the date when Lessee receives the vehicle.

**V.**  
**Payment obligations arising from the rental agreement and performance thereof**

1. Lessor shall issue an invoice in accordance with applicable laws regarding the fees specified in the agreement, as well as of all fees and costs arising during or in relation to the agreement which it shall send to Lessee electronically as an e-invoice to the email address specified by Lessee.

The Parties set forth that the currency in which the Rental fee is determined is the currency in which the Parties shall determine the regularly payable Rental Fee, while the Currency in which the Rental Fee is payable is the currency in which the Lessee shall pay the Rental Fee to the Lessor. The currency in which the Rental Fee is determined, the currency of payment and the amount of the monthly Rental Fee are determined in the rental agreement.

According to the above the Parties agree, considering that the Currency in which the Rental Fee is determined and the Currency of the Rental Fee's payment are the same, Lessee shall pay the Rental to the Lessor when due in such currency without any conversion.

Where the Lessee does not pay the rental fee according to the above, the related costs and expenses shall be fully borne by the Lessee.

Where the Lessee does not pay the rental fee or other payment obligation exactly as invoiced, then Lessor shall be entitled to settle the difference, however, not more than EUR 5 or HUF 1,500 as a roundup difference. Where the difference exceeds these amounts, the Lessor shall account it as overpayment for Lessee.

2. The Parties agree that Lessor shall send to the Lessee an e-invoice for the current month's Rental Fee in accordance with the effective laws by the 15<sup>th</sup> day of the calendar month prior to the due date of the relevant Rental Fee, and Lessee shall pay the Rental Fee by the last working day of the calendar month preceding the subject month by wire transfer/deposit to the Lessor's dedicated bank account held at Raiffeisen Bank Zrt. as specified below.
  - For payments in EUR account No. 12001008-01439707-00400009,
  - For payments in HUF account No. 12001008-01439707-00300002.

The Lessee acknowledges that it may pay the amount of the Rental Fee and any other payments due pursuant to this Agreement effectively only and exclusively by wire transfer/deposit to the bank account specified in this clause.

3. The Lessee shall pay the First Rental Fee specified in the rental agreement in the manner and by the due date specified in the invoice issued by the Lessor. The First Rental Fee paid as per the above is part of the rental fee calculated for the entire rental term.

4. In the rental agreement the Parties may agree that in order to secure performance of the Lessee's contractual and payment obligations, the Lessee shall be required to deposit a certain amount as Collateral Security to the Lessor's
- For payments in EUR account No. 12001008-01439707-00400009,
  - For payments in HUF account No. 12001008-01439707-00300002,
- held at Raiffeisen Bank Zrt. Deposit of the Collateral Security in the above account pursuant to the rental agreement may be a condition precedent to the coming into force of the rental agreement.

The Collateral Security paid according to clause V.4. is a collateral security of auxiliary nature that shares the legal characteristics of the payment obligations (as the principal obligation) of the Lessee owing to the Lessor under the rental agreement.

5. The direct satisfying right shall be opened for the Lessor if
- the Lessee fails to fulfil any of its payment obligations arising from the rental agreement (non-payment) or fulfils that/those with delay (late-payment), on the first day of delay,
  - the rental agreement ceases to exist and Lessee's payment obligations specified in this clause become due, on the due date.

In the event the right to satisfaction has been opened, the Lessor shall have the right to obtain satisfaction of its claim directly from the Collateral Security without the use of court execution. The Lessor shall practise the right to satisfaction from the Collateral Security by deducting the overdue debt of the Lessee on the day when exercising the right to satisfaction and using same to settle the Lessee's outstanding obligation toward it. Exercise of the right to satisfaction does not terminate the collateral security agreement included in this clause V.3.. Where the currency of the Collateral Security and the currency of the debt are different, the Parties shall settle accounts with each other in conformity with the terms of this GTC. The Lessor shall send a statement of account to the Lessee regarding exercise of the right to satisfaction.

Where several rental agreements are in force concurrently between Lessee and Lessor and the Lessor right to satisfaction has opened under any of the rental agreements, then the Lessor shall be entitled to exercise its right to satisfaction from any or even all collateral securities deposited by one and the same Lessee, in connection with the various rental agreements.

If the Collateral Security does not cover the Lessee's payment obligations specified above, the Lessee shall be obligated to pay the difference.

If the Lessor uses the amount of the Collateral Security even in part, it shall have the right to request from Lessee with a notice of 10 (ten) days to top up the Collateral Security to its original amount by transferring the amount due to the bank account specified in this GTC. If the Lessee fails to do so, the Lessor shall become entitled to terminate the rental agreement with immediate effect.

6. The Parties agree that Lessor shall be entitled to supplement or modify the Rental Fee specified in the currency in which the Rental Fee is determined if any of the events mentioned below occurs:
- (a) the 1-month EURIBOR changes by more than 10 base points during the term of the rental agreement;
  - (b) if any tax, duty, custom, other cost payable by the Lessor in connection with the vehicle or the rental agreement changes compared with the status thereof as at the signing of the rental agreement or any new tax, duty, fee, custom or other payment obligation is introduced or

otherwise the service provided pursuant to the rental agreement generates a greater cost for the Lessor (including if the cost and/or fee of any service in the Selected service package specified in the rental agreement increases, such as GPS security system, transport charges, motorway vignette, third-party liability insurance and CASCO);

Lessor shall be entitled to supplement or modify the Rental Fee upon the occurrence of any of the events in the above paragraphs (a)-(b) in conformity with the extent of the change. Lessor shall notify the Lessee of the supplementary Rental Fee and the modification of the Rental upon sending the subsequent invoice of the Rental Fee due. This notification shall determine the amount of the Rental Fee starting from its receipt by the Lessee without any separate consent by the Lessee.

7. Lessor shall promptly notify Lessee in writing (email) and Lessee shall acknowledge such notice, if, pursuant to the notice of the insurance company the insurance excess of the CASCO insurance is modified during the rental term. The Rental Fee shall be deemed performed once the amount thereof has been credited to the Lessor's bank account.

The Rental Fee includes use of the vehicle under the terms of this GTC and the rental agreement and the consideration of the services in accordance with the Selected service package specified in the annex forming an integral part of the rental agreement.

8. In the event of the Lessee's default regarding payment of the Rental Fee or any other payment obligation due under the rental agreement, the Lessor shall have the right to enforce a default penalty and interest on arrears for the period lasting from due date until the date of performance.

The rate of the default interest shall be the rate specified in the effective Hungarian Civil Code for contracts between enterprises, which, at the time of the entry into force of this GTC, is the central bank base interest rate effective on the first day of the calendar half-year in which the default occurred, and in the case of a debt determined in a foreign currency, the base interest rate of such foreign currency set by the issuing central bank, or in the absence thereof, the capital market interest rate, increased by eight percentage points. For calculating the interest rate, the central bank base interest rate on the first day of the calendar half-year shall be binding for the entire term of such calendar half-year. Lessor's records are authoritative with regard to Lessee's fulfilment of its payment obligations

9. In the case of a default by the Lessee, the Lessor or its agent shall send a payment reminder to the Lessee, granting 5 additional working days to perform payment.

## **VI.**

### **General rental conditions**

1. When using the vehicle, the Lessee shall observe all Hungarian and foreign laws, official requirements and traffic rules ("KRESZ"), for which it shall bear full liability.

In the event that a fine or penalty is imposed due to non-compliance or violation of the above, such penalty or fine shall be deemed as a breach of contract by the Lessee and the Lessor shall be entitled to have the full amount thereof paid by the Lessee and to charge an administration fee to the Lessee for the extra work and related costs incurred, the exact amount of which shall be specified in the Schedule of Fees of the GTC.

2. The Lessee shall use, handle and preserve the vehicle and its accessories with proper care, in accordance with the user's and operational manual concerning the type of the vehicle and the prescriptions of the manufacturer and importer. The Lessee shall bear full financial liability for any and all losses arising from non-observance of the aforesaid.
3. The Lessee shall handle the documents provided to it with due care, and preserve the same from damages. The Lessee shall protect the vehicle possessed and used by it from theft by all available means, including locking the vehicle any time when it is not used, even for the shortest time, turning on the alarm, not leaving valuables in the vehicle, parking the vehicle if possible at guarded or locked places, and otherwise act with increased circumspection when leaving the vehicle unattended.
4. The Lessee must not modify the vehicle or change its technical specification or make any change in the condition or value of the vehicle or its accessories which is beyond normal amortisation and wear and tear, in particular the Lessee shall not display any kind of advertisement on the vehicle and especially not transform the vehicle in such a way as to lose guarantee or warranty. Lessee shall indemnify any damage arising from the breach of the obligations mentioned above.
5. The vehicle may be used exclusively with the permission issued by the Lessor, which permission shall constitute an inseparable annex of the rental agreement.
6. It is prohibited to drive the vehicle:
  - without the permission issued by the Lessor,
  - in a businesslike manner for the transportation of passengers and/ or commodities (any public road traffic services) without Lessee's express permission,
  - for racing or preparing (training) for racing,
  - to tow another vehicle, except for properly installed trailers,
  - in case the coolant and/or lubricants have been drained and/or frozen,
  - under the influence of alcohol, medicines or drugs influencing the ability to drive or to allow any person under the influence of such substances to drive the vehicle,
  - without special permission outside of the territory of the Member States of the European Union, with the exception of Switzerland and Norway,
  - without the Lessor's prior written consent, in any European country outside of the territory specified above for the purpose of permanent settlement (i.e. for a continuous period exceeding 30 days).
7. The Lessee shall fully indemnify any and all loss arising from a breach of the terms of this clause VII/1-5 of the GTC, based on the Lessor's applicable invoice, as well as all damage arising beyond those and to reimburse any payment obligations arising from such cases:
  - careless, unprofessional servicing of the vehicle not in factory-authorized service center, or failure to have servicing performed, careless, unprofessional, non-proper operation, or overburdening of the vehicle, non-proper usage of the vehicle that is not in accordance with the terms of the rental agreement, special pollution of the vehicle,
  - any damage in the vehicle occurring during the term of the rental agreement, if such damage arises from the Lessee's and/or any other person's fault, who are in the Lessee's sphere of interest,

- any payment obligations or damage arising from a failure by the Lessee and/or any other person who is in the Lessee's sphere of interest to install proper tyres that are in accordance with the season, and which costs were not recovered elsewhere,
- any damage to the vehicle (repair costs) arising from amortisation that is beyond normal wear and tear arising from proper use as intended of the vehicle,
- any damage in the vehicle, which is a damage event of insurance, but the measure of the damage is not higher than the amount of the insurance excess,
- should Lessor find any kind of shortage in parts, or the accessories and equipment specified in the Handover-Delivery Protocol,
- losses arising from the vehicle being guarded or stored carelessly, or being abandoned, or if the key, ignition and GPS card are left in the vehicle,
- payment obligations and/or losses arising generated by the vehicle not having been locked when left or not having been parked/stopped in a public place in accordance with Traffic Safety Rules (KRESZ) or any local government regulations,
- any losses to the vehicle, its parts and accessories if any key (ignition card) and/or the registration certificate (forgalmi engedély) of the vehicle and/or the documents suitable to certify the right of usage before an authority were left in the vehicle prior to the occurrence of the theft of the vehicle or if the vehicle suffers a total loss, is destroyed or is stolen for a reason for which the Lessee is liable,
- the difference between the compensation paid by the insurance company in the case of a damage event and the amount determined in the annex of the rental agreement for the day on which the compensation of the insurance company is credited on the bank account of the Lessor,
- in the case of a CASCO damage event when the vehicle becomes unusable (total damage) or is removed from the property of the parties (theft), the difference between the indemnification paid by the insurance company and the Lessor's actual damage,
- in case of any act or conduct by the Lessee or its facilitator or any person in the sphere of the Lessee's interest that excludes or restricts the insurance company's indemnification for losses,
- if the Lessee has used fuels of a different kind than that prescribed for the vehicle,
- reimbursing all fines, charges, surcharges and penalties and other payment obligations - including related interests - arising from irregular parking, failure to pay, or insufficient payment of parking fees or road usage charges, as well as for all fines levied by any authority and payable on account of the commission by the Lessee or any person in the sphere of the Lessee's interest of any offence or omission, even where the Lessee holds such charges to be unjustified and unwarranted. In such case, at the Lessee's request the Lessor authorises the Lessee to act in the name and on behalf of the Lessor in reclaiming the illegitimately imposed amount but shall not be relieved of its obligation to fulfil its commitment to the Lessor.
- all payment obligations that arise from a violation of the applicable Road Traffic Rules or any rules or regulations entered by any authority,

- Any banking charges arising from the performance of any payment obligation in this clause (e.g. conversion cost), and the administration fee charged by the Lessor, the amount of which is specified in the Schedule of Fees of the GTC.

Lessee shall fulfil the payment obligation according to this clause, if some authority, parking association, other third party is entitled to determine such fee, in the amount which has been determined by such third party. Beyond this event the amount payable pursuant to this clause by the Lessee - in the absence of an agreement between the Parties - shall be determined by using a judicial expert in vehicles. The Lessor shall appoint the judicial expert with a notice of the appointment to the Lessee, as well as of the additional judicial experts acceptable to Lessor. If the Lessee does not raise a written objection against the assigned judicial expert within five (5) days from receipt of the notification, the assigned judicial expert shall be deemed accepted by the Lessee. If the Lessee raises an objection, it shall designate in writing three (3) acceptable judicial experts from the judicial experts named by the Lessor, from among whom the judicial expert selected by the Lessor shall determine the amount of the damage.

The Parties expressly set forth that if the amount payable pursuant to this clause arises from the destruction, theft or total loss of the vehicle, the Lessee shall pay the full current market price of the vehicle to the Lessor in all cases, which and the total loss and destruction of the vehicle shall be determined by a judicial expert with the application of the above process, while the Parties consider the findings and decision of the investigating authority as authoritative with regard to theft. Lessor shall attach the opinion of the judicial expert made according to the above rules to the payment notice. The cost of the appointment and work of the judicial expert as per this clause shall be borne by the Lessee, which cost is due at the same time as the payment obligation according to this clause.

Where the damage is reparable and the cost of repair does not reach the excess under the CASCO insurance, then Lessor shall be entitled to prove the fact and costs of the repair with the invoice of the service center to Lessee, who shall be obligated to reimburse all costs not covered by insurance. If Lessee disputes the damage amount, after payment of the damage to the Lessor, Lessee shall be entitled to start litigation and prove its position through a judicial expert and demand repayment of any difference determined.

8. The Lessor shall conclude property insurance (CASCO) and third-party liability insurance regarding the vehicle during the term of the rental agreement. The beneficiary of the indemnification designated in such insurance policies shall be the Lessor.

Upon signature of the rental agreement, the Lessor shall advise the Lessee of the terms of the third-party liability insurance and the asset (CASCO) insurance obtained for the vehicle, while the Lessee shall state, simultaneously with the signature of the rental agreement that it acknowledges and accepts such terms as binding upon itself. Signing of such statement is a condition precedent to the coming into force of the rental agreement.

9. The Parties agree that Lessee shall pay the insurance excess determined below:
  - (a) if any damage in the vehicle was caused by the Lessee's fault and the insurance company pays such part of the loss as is in excess of the insurance excess, and
  - (b) as a part of the risk sharing between the Parties if the vehicle is stolen, notwithstanding if the Lessee has complied with the terms of this Agreement.

Lessee shall protect the vehicle with the degree of care which is generally expectable following any damage event, but shall in no event be entitled to start the repair of the vehicle. The arrangement of the damage administration, the actions vis-à-vis the insurance company and/or

the person who caused the damage event, the reporting to the police or any other authority, the claim enforcement and litigation, with the exceptions listed below, shall be the task and expense of the Lessor, but the Lessee shall be obligated to participate – personally as well – during the process above at the Lessor’s request. Lessor shall not be liable for the time and success of the above-mentioned processes.

Lessee shall immediately request police action in case of any accident involving personal injury and/or shall report to the police the breaking, harm or theft of the vehicle and promptly provide to the Lessor the related document (police report, protocol, etc.). In the case of an accident, Lessee shall proceed with due care, do its best to clarify the matter, to obtain all possible data of the persons participating in the event of insurance (for example the registration number of the other vehicle, the name of the owner/driver, name and address of the witnesses, location drawing, photo etc.). Lessee shall not be entitled to enter into arrangements or agreements in relation to the accident and the Lessee shall not make any statement of acknowledgement of any kind or declaration of waiver to the prejudice of the Lessor.

10. The Lessor shall not be liable in any way for the objects and valuables deposited by the Lessee in the vehicle, their damage, loss or disappearance even in the event where it has taken possession of the vehicle due to the Lessee’s breach. The Lessor shall also not be liable for any indirect or consequential loss sustained by the Lessee in connection with or as a result of the failure or any damage of the vehicle.
11. At Lessor’s request, Lessee shall notify in writing to the Lessor the mileage meter reading of the vehicle within 5 (five) days. The Lessee shall surrender the vehicle to the Lessor at times determined by the Lessor for inspection and checking purposes and provide data about the vehicle in a written form. The inspection, which shall cover in particular the technical condition of the vehicle and the conditions of the operation, shall be carried out by Lessor or Lessor’s agent. Breach of the terms of this paragraph shall give reason for the immediate termination of the rental agreement.
12. If the service package selected by Lessee includes servicing of the vehicle, the Lessee shall notify Lessor if the vehicle’s automatic systems signal a warning, or when the mileage reaches the level indicated in the user’s manual or when periodic (annual, biennial, etc.) inspection and maintenance is due and the Lessor, after agreeing with the garage and the Lessee, shall arrange for the vehicle to be taken to the required service and return same to Lessee for further use following the maintenance.
13. If the service package does not include servicing of the vehicle, the Lessee shall arrange for servicing of the vehicle at its own cost if the vehicle’s automatic systems signal a warning, or when the mileage reaches the level indicated in the user’s manual or when periodic (annual, biennial, etc.) inspection and maintenance is due, which service shall take place solely at a service center agreed and approved by the Lessor. Lessee shall promptly notify Lessor of the completion of the technical inspection.

If the Lessee fails to deliver the vehicle for the survey or to have the technical survey performed on the vehicle, notwithstanding the Selected service package, the Lessee shall pay to the Lessor the fee specified in the Schedule of Fees (Exhibit 1 of GTC). Where the delay reaches 1,000 kms, the Lessor shall become entitled to terminate the rental agreement with cause.

14. Where the Selected service package also includes changing of winter/summer tyres, then the Lessee shall ensure that installation of summer tyres occurs on the vehicle by no later than 30 April and that of winter tyres by 30 November of each year. Where the Selected service

package does not include changing of winter/summer tyres, then the Lessee shall have summer tyres installed by no later than 30 April and winter tyres by 30 November of each year at its cost in respect of the vehicle at one of the service centers approved by the Lessor and provide proof of performance thereof to Lessor. If the Lessee fails to perform any of the obligations hereunder, the Lessor shall have the right to take possession of the vehicle, without any prior notice or preliminary termination of the rental agreement, and the Lessee shall be liable for any loss arising from a failure to have proper tyres installed in accordance with the season, that has not been otherwise recovered from insurance.

Failure by the Lessee to comply with its obligations in this clause shall give rise to immediate termination with cause by the Lessor.

15. Where the Lessor is obligated to provide a replacement vehicle pursuant to the rental agreement due to service, repair or other reason, it shall be entitled to provide a vehicle that is of a different make and possibly lower category than the rental vehicle without this affecting the amount of the rental fee. Where the Lessor is not obligated to provide a replacement vehicle pursuant to the rental agreement due to service, repair or other reason, the Lessee shall pay the rental fee during the term of service or repair as well.
16. Any improper public road events in connection with the vehicle (accident, fender-bender, breaking of glass, technological fault, other damage, etc.) as well as the disappearing and/or assumed theft and/or destruction of the vehicle and/or its parts and accessories (including the registration number plate) and/or the documentation connected to the vehicle, regardless of whether it is a damage event of insurance or not, and any change in or jeopardizing the legal status of the vehicle (e.g. sequestration, seizure, especially seizure or execution proceedings, etc. abroad) must be immediately reported by the Lessee to the Lessor verbally (personally or by telephone) and must be confirmed by the Lessee in written form (fax, e-mail) with details thereof within twenty-four (24) hours of the event. The Lessee shall indemnify and reimburse to the Lessor all loss and costs incurred due to the loss of the registration number plate or documentation of the vehicle, or from sequestration, seizure, especially seizure or execution proceedings abroad.

## **VII.**

### **Contact between the Parties**

1. The contracting Parties shall designate in the rental agreement their contact details, the contact persons and their immediate availability (telephone number, e-mail address) for communications between each other for the purpose of exercising and performance of their rights, duties and obligations under this GTC and the rental agreement.

The primary form of contact is electronic mail (e-mail). E-mail shall be deemed as received by the Lessee if sending thereof is successful at the Lessor.

2. If any change is likely to take place or has taken place in respect of the contact data, the concerned Party shall notify the other Party of the change in writing preferably 5 business days prior to the change, but not later than the business day following the change. The party in default shall pay for any damage arising from the failure to comply with such obligation.
3. Lessor shall send any contractual offers, statements, notices and documents to the Lessee primarily to the e-mail address that the Lessor has provided to it for this purpose.

4. Generally, Lessor shall not be required to post documents and notices to Lessee via registered mail with return receipt requested. Dispatch shall be deemed to have occurred if the copy of the original document is in the Lessor's possession and the consignment is in the Lessor's post book.
5. Written notices sent by the Lessor shall be deemed as delivered on the 5th day following dispatch by post or on the date when signed as received on the return receipt. If both dates are known, the consignment shall be deemed as delivered on the date indicated as the date of receipt on the return receipt. Written notices sent by telefax shall be deemed as delivered at the time of receipt of the confirmation, notices delivered personally shall be deemed as delivered when handed over.

## **VIII.**

### **Expiry and termination of the Agreement**

1. The rental agreement shall terminate in the following cases:
  - as defined in clauses II.1-2 upon expiry of the contract, in the case of total loss on the date when the insurance company has advised the Lessor thereof, at which time Lessor shall withdraw the vehicle from traffic;
  - in the case of a theft event on the day when the police close the investigation and the vehicle is withdrawn from traffic.
  - In the case of overrun of more than 20%, if the Lessor terminates the contract for reason thereof,
  - in other cases stipulated in this GTC.
2. The Contracting Parties, however, may terminate the rental agreement in writing with mutual consent.

Either Contracting Party may terminate the rental agreement with immediate effect in the event of material breach by the other Party.

In the event that there are several rental agreements in force between the Lessor and the Lessee, the Lessor shall be entitled to exercise the right and legal consequences of immediate termination with cause in respect of all rental agreements in force with reference to the Lessee's material breach exhibited in any of the rental agreements.

3. A material breach of contract shall be especially but not exclusively if Lessee
  - the Lessee is over 30 days late with the payment of any payment obligation arising from the rental agreement, in spite of a written notice and the additional deadline set;
  - fails to fulfil its obligation of notification and information as described in the rental agreement;
  - does not allow the Lessor to exercise its right of control according to clause VI.11;
  - allows use of the vehicle to a third person who is not authorised to use the vehicle under the rental agreement;
  - fails to comply with the provisions concerning the insurance of the vehicle;
  - fails to ensure that the condition of the vehicle is preserved and maintained, or uses the vehicle constituting the subject of the lease improperly (including the case where Lessee does not enable performance of the required technical survey as specified in clause VI.11 or if Lessee breaches the terms of clauses VI.12-14.);
  - converts the vehicle, changes its technical specification or makes such changes to the vehicle that are beyond the usual scope of use;

- the financial, economic or legal situation of the Lessee changes to a degree that jeopardises the performance of the rental agreement (e.g. initiation of bankruptcy or liquidation proceedings by a person authorised to do so);
- commits a material breach of any other contract concluded with the Lessor;
- a criminal procedure is instituted against the Lessee or a well-founded suspicion of crime occurs in relation to the conclusion of the rental agreement;
- fully or partially becomes incapacitated or leaves for an unknown place or for abroad;
- the Lessee exhibits such improper behaviour as to endanger the performance of the rental agreement or the rights of the Lessor, including the supply of untrue data by the Lessee. In this respect untrue data shall include if the Lessee does not send the mileage data or if it turns out that the mileage data sent do not reflect the actual meter readings.
- other cases included in these General Terms and Conditions.

In the event of breach of contract by the Lessee, the Lessor has the right - acting within its obligation to mitigate damages, in cases up to its discretion, following a prior warning and notice - with the help of the satellite tracking system - if there is one in the vehicle - to incapacitate the vehicle and take possession thereof. In the case of unforeseen material breaches by Lessee, such as if the Lessee has failed to pay 1 month's rental fee in spite of a notice, the Lessor shall be entitled, even without a separate warning as to the consequences, to incapacitate the vehicle and keep it incapacitated until such time as the Lessee pays the outstanding rental fee.

Lessor shall be entitled to receive the monthly rental fee set forth in the agreement for the period of incapacitation of the vehicle in view of the fact that the incapacitation occurred for a reason attributable to Lessee. All costs, transport costs, any fines, loss, etc. incurred as a result of the incapacitation shall be borne by the Lessee, in view of the fact that the incapacitation occurred for a reason attributable to Lessee.

If the debt is paid or the Lessor decides for any other reason to end the incapacitation of the vehicle, it shall do so within 24 hours. The Lessee shall pay the reconnection surcharge for ending the incapacitation of the vehicle as per the effective schedule of fees.

If the contract is also terminated with immediate effect during the term of the incapacitation, then the incapacitation of the vehicle will not be ended with the payment of the rental fee. In such case the Lessee shall either be obligated to enable the Lessor's representative to take the vehicle or arrange for transport of the vehicle to the site designated by the Lessor at its own expense. At the same time, where physically possible, the Lessor shall be entitled to remove or take the vehicle from any public place or parking garage at the Lessee's cost. In such case, any transport costs, expenses related to parking shall all be borne by the Lessee and the Lessor shall be entitled to enforce same against the Lessee. Should the Lessor terminate the agreement with cause and the Lessee fails to return the vehicle, Lessee shall pay to Lessor a daily penalty for failure to return the vehicle, the amount of which shall be one and a half times the amount of the daily rental fee of the vehicle.

4. A breach of contract shall be especially but not exclusively if Lessor

- fails to perform the services undertaken in the rental agreement against the payment of the Rental Fee more than three (3) times intentionally in spite of the written request of the Lessee;
- does not ensure the documents and permissions necessary for the daily use of the vehicle and available solely to the owner;

- the financial, economic or legal situation of the Lessor changes to a degree that jeopardises the performance of the rental agreement (e.g. initiation of bankruptcy or liquidation proceedings by a person authorised to do so);

If any of the above cases occurs, the Lessee has the right to reclaim the Collateral Security.

5. The Party affected shall notify the other Party in writing of the termination of the rental agreement with immediate effect, the form of which can be an e-mail, a postal consignment with return receipt or a personally delivered notice. The rental agreement shall be terminated when the notice of immediate termination can be deemed as delivered.
6. In the various cases of the termination of the rental agreement, such as the expiry of the contract or early termination with cause, or termination due to an overrun exceeding 20%, the payment obligation exists until the later of the termination of the rental agreement or the 7th working day following return of the vehicle by the Lessee.
7. In the case of a rental agreement with a fixed term, the Lessor shall not be required to accept the Lessee's regular termination. In this case the Lessor can accept termination under the following conditions:
  - in the case of notice given in the first 6 months from the conclusion of the rental agreement, in the case of payment of rental fee due until the end of the first year,
  - if notice is given between 6-12 months of the conclusion of the rental agreement, upon payment of rental fee for six months' notice period,
  - if notice is given between 12-24 months of the conclusion of the rental agreement, upon payment of rental fee for four months' notice period,
  - if notice is given between 24-30 months of the conclusion of the rental agreement, upon payment of rental fee for three months' notice period;

If a fixed term agreement is terminated pursuant to the above, in addition to the above, the Lessee shall forfeit the part of the First Rental Fee not yet included and the entire amount of the Collateral Security.

8. The Parties agree that in the case of total loss and theft damage, the rental agreement shall terminate on the date when the vehicle is withdrawn from traffic, up to which date the Lessee shall pay the monthly rental fee.
9. If the rental agreement is terminated in any way according to clauses VII.1-3, the Lessee shall promptly return the vehicle to the Lessor at the place and time specified by the Lessor together with the equipment and accessories according to the rental agreement in a condition as it was when received by the Lessee considering normal wear and tear (tyres, wheel rim). The Parties agree that if the Lessee fails to return the vehicle used by it to the Lessor in time and at the place determined by the Lessor, but not later than within three (3) days from the termination of the rental agreement without good and valid cause, Lessor shall be entitled, at its choice - with the help of the satellite tracking system - to incapacitate the vehicle and take possession thereof, to take actions according to Hungarian law toward the competent authorities (police, court, etc.) for the repossession of the vehicle, including the withdrawal of the vehicle from traffic. The Lessor shall have the right to lease the repossessed vehicle again to a third party without the Lessee's consent or to utilize the vehicle in any other way. Lessor shall have no liability for the objects left in the vehicle by the Lessee from the termination day of the rental agreement, independently from the time and place of the taking of possession.

## **IX. Settlement**

1. The Parties shall settle accounts between them with the termination of the rental agreement as follows. In the event that the Parties terminate the rental agreement with mutual consent, their relevant agreement shall apply to the termination.
2. In the case of termination upon expiry of the fixed term

Lessee shall pay to the Lessor within 5 days from the termination of the rental agreement;

- the Rental Fees and any related amounts becoming due until the termination of the rental agreement;
- the amounts possibly becoming due to the Lessor under the rental agreement;
- that part of the cost of the services of the Selected service package, which has been paid by the Lessor in advance but has not yet been used;
- the cost incurred by the Lessor in relation to taking possession of the vehicle;
- if the vehicle was not returned until the time specified by the Lessor, a penalty for the period between the termination of the rental agreement and the effective taking into possession of the vehicle.

If the rental agreement has been terminated, then Lessor shall repay to the Lessee the Collateral Security - reduced by any amount used according to clause V.5 of this GTC - to the bank account provided by the Lessee. Until the Lessee has not provided any bank for the above purpose, Lessor shall safeguard the amount payable at Lessee's expense, which expense shall be deducted from the amount payable.

If the rental agreement is terminated upon expiry of the fixed term, within the framework of settlement of accounts the actual mileage of the Vehicle shall be compared with the planned mileage included in the quote provided to the Lessee (settlement of kilometer reading).

Where the mileage reading of the Vehicle is higher than proposed mileage in the quote provided to the Lessee pro rata temporis, the Lessor shall be entitled to invoice the rental fee difference specified in this agreement for overrun to the Lessee, who shall be required to pay such amount, or the Lessor shall be entitled to deduct it from the Collateral Security.

If the rental agreement is terminated upon expiry of the fixed term, within the framework of settlement of accounts after settlement of the mileage, the Lessor shall determine damage arising from improper use based on the Audatax index or other similar system. The Lessee shall pay the amounts of such damages to the Lessor upon the latter's notice.

3. Settlement of accounts if the agreement is terminated due to total loss

If the rental agreement is terminated due to total loss, accounts shall be settled under the rules set forth in clause X.1, provided that the Lessee shall not be required to pay the rental fee for the remaining part of the rental period, however, if after the damage event the insurance company refuses to pay indemnification, or the amount thereof does not cover the Lessor's entire loss and recovery of the loss falls under the coverage of the CASCO insurance obtained by the Lessor, the part of the loss not covered by the indemnification shall be payable by the Lessee in addition to the above amounts, which payment obligation by the Lessee shall be offset by the collateral security and the part of the First Rental Fee not yet offset.

The Parties agree that if the Parties conclude a new rental agreement for replacing the lost vehicle, then the Lessor shall use the collateral security and the First Rental Fee into the amount of the collateral security to be paid under the new agreement.

4. Settlement of accounts if the rental agreement is terminated due to theft

If the rental agreement is terminated due to theft, accounts shall be settled under the rules set forth in clause X.1, provided that the actual mileage of the vehicle will be determined based on an estimate and Lessee shall not be required to pay the rental fee for the remaining part of the rental period, but if after the damage event the insurance company refuses to pay indemnification, or the amount thereof does not cover the Lessor's entire loss, the part of the loss not covered by the indemnification shall be payable by the Lessee in addition to the above amounts, which payment obligation by the Lessee shall be offset by the collateral security and the part of the First Rental Fee not yet offset.

The Parties agree that if the Parties conclude a new rental agreement for replacing the lost vehicle, then the Lessor shall use the collateral security into the amount of the collateral security to be paid under the new agreement.

## X

### Miscellaneous provisions

1. By signing the rental agreement the Lessee expressly consents to the use by the Lessor for marketing purposes via mail, e-mail, sms or telephone of the personal data given or provided to the Lessor in any form. Where the User does not wish to be contacted this way, it may withdraw its consent by sending an e-mail to [info@cerent.hu](mailto:info@cerent.hu).
2. The Parties represent and acknowledge that any provision of this Agreement may only be modified in writing with mutual agreement and any modification shall only take effect subject to approval by the Bank.
3. The Parties shall cooperate with each other in the performance of this agreement and shall endeavour to settle any disputes that may arise between them in an amicable manner. In case of a failure to settle the dispute, the Parties submit themselves to the exclusive competence of the Central District Court of Buda or the Székesfehérvár Regional Court, subject to the value in dispute in respect of all disputes arising out of or in connection with the rental agreement or this GTC, its application, and in particular the breach, existence, validity or interpretation thereof.
4. As regards any issue not regulated in this GTC and its annexes and the rental agreement and its annexes, effective Hungarian laws, in particular the provisions of Act V of 2013 on the Civil Code shall be governing but the Parties expressly exclude the application of the Hungarian conflict of law rules related to private international law.

The GTC and its annexes shall be incorporated by reference in the rental agreement. The rental agreement is only valid together with its annexes.

This GTC has been prepared in English, German and Hungarian. In case of any collision between the two versions, the Hungarian version shall prevail.

## CE Rent Zrt.

### General Terms and Conditions (GTC)

#### Annex 1

#### Fee schedule

effective from: 01/10/2018

Description	Amount of the fee in the currency of the contract	
	EUR	HUF
fee for late performance*	50	16,000
default interest	LIBOR + 8%	MNB [Central Bank of Hungary] base rate + 8%
administration fee for administrative offences and fines (first warning)	20	6,400
administration fee for administrative offences and fines (second warning)	20	6,400
fee for a failure to perform the mandatory servicing in the event of surpassing 500 km	35 + 10 for every 100 km begun	10,000 + 3,000 for every 100 km begun
fee for changing insurer	100	32,000
fee for lifting bans on the motor vehicle	50	16,000
overrun fee	0.25 / km	80 / km
penalty for motor vehicles returned after the prescribed date**	100/day	30,000/day

\*A fee for late performance shall be charged for every rental fee invoice that is not settled within 15 days after the payment deadline. A payment shall be considered made when the amount is credited to the account of CE Rent Zrt. specified in the GTC, managed by Raiffeisen Bank.

\*\*If the vehicle is not returned until the time specified by the Lessor, a penalty calculated according to the above shall be paid for the period between the termination of the lease contract and the time when the vehicle is actually taken into possession.