

## GENERAL TERMS AND CONDITIONS

1. Renter, and any other person authorized to use the vehicle (“User”) forming the subject matter of the rental agreement (“Rental Agreement”) concluded for the rental of the vehicle (“Vehicle”), are only entitled to use the Vehicle in the territory of Hungary; use of the Vehicle outside the territory of Hungary is subject to a separate prior written approval by the Car Rental Company. All other potential charges and costs related to the Vehicle or the Rental Agreement are listed on our website: [www.sixt.hu](http://www.sixt.hu) ([www.sixt.hu/autoberlesi-utmutato/berleti-feltetelek-kuelfoeloen/](http://www.sixt.hu/autoberlesi-utmutato/berleti-feltetelek-kuelfoeloen/)). The Renter will be provided with a separate terms sheet on any potential additional charges and costs arising in relation to the Vehicle or the Rental Agreement.

2. Only persons who are of 21 years of age upon the start of use, are entitled to use the Vehicle, except for cases when the Renter applied for an authorization for the Vehicle to be used by a person below 21 years of age, in advance, and the User holds a valid driving license obtained more than a year ago.

3. The Renter and the User shall under no circumstances be entitled to do the following a. to allow any third party to drive the Vehicle, unless with our prior written approval; b. to enter any race, contest or other similar event with the Vehicle; c. to use the Vehicle for passenger transport as a business activity, or to sub-rent the Vehicle; d. to drive the Vehicle under the influence of alcohol or other substances adversely impacting your driving ability, or when you are unfit to drive for any other reason.

The Renter or the User shall bear full liability for the consequences of using the Vehicle not in compliance with the Rental Agreement.

4. In case of non-compliance with or a potential breach of any of the provisions of these General Terms and Conditions, or of the Rental Agreement, the Car Rental Company is entitled to immediately terminate the Rental Agreement, and to repossess the Vehicle without prior warning. The Renter or the User shall have no protection of property during such action taken, and further, such repossession shall not be deemed to be an illegal self-authorization. The Car Rental Company shall not be liable for any damage caused to the property owned by Renter, User or any third party, located in the Vehicle at the time of repossession. The Car Rental Company is not obliged to send the Renter a written termination notice, the act of repossession shall be deemed to be an implied lawful termination notice.

5. One rental day shall mean a consecutive 24-hour period, commencing at the hour of the Vehicle being delivered. The shortest rental time when calculating the rental fee is one rental day. If the User returns the Vehicle 30 minutes later or more than agreed between the Car Rental Company and the Renter (“Contracting Parties”), without prior notification, we will charge for another full rental day; except for cases when otherwise stipulated by the master agreement in place between the Contracting Parties. If the Renter or the User is in delay returning the Vehicle for more than 48 (forty-eight) hours, the Car Rental Company will promptly report the case to the police, naming the Renter or the User as the offender.

6. If the Vehicle is rented on a so-called day-km basis, the Car Rental Company will determine the distance driven based on the Vehicle’s odometer. If there is a malfunction with the odometer, we will apply the charges specified in the Rental Agreement under the so called unlimited mileage tariff.

7. In case of Long Term Rentals, the monthly charge will be calculated for 30-day periods, unless stipulated otherwise by the Rental Agreement. If the Rental Agreement stipulates a maximum mileage, and the Renter overruns, the Renter shall pay for the overrun upon completion of the rental term.

8. At the time of concluding the Rental Agreement, the Car Rental Company will place a hold on the Renter’s bank card (authorization hold), to cover the expected rental fee, to which the Renter specifically provides their authorization by signing the Rental Agreement. Different holds will be placed for different vehicle categories, please check the applicable rates here: [www.sixt.hu/autoberlesi-utmutato/berleti-feltetelek-kuelfoeloen/](http://www.sixt.hu/autoberlesi-utmutato/berleti-feltetelek-kuelfoeloen/). The Renter acknowledges that the hold placed on the Renter’s card will not mean that the amount held will be transferred to or used by the Car Rental Company. When it becomes clear that the authorization hold is no longer adequate to cover the expected total amount of the rental fee, other charges payable or subsequent related costs (e.g. extension of the rental period), the Car Rental Company is entitled to request a re-authorization hold on the Renter’s card. If the Contracting Parties agree so in a separate agreement, the Renter may be required to pay a fixed deposit upfront, instead of placing an authorization hold, subject to the Renter’s credit rating, the Vehicle’s value, and the rental term, and the Vehicle will only be delivered to the Renter upon such deposit being duly paid. If a

deposit is applied, the terms and conditions applicable to the payment, use and repayment of the deposit shall be defined in a separate agreement between the Contracting Parties.

9. Upon return of the Vehicle, once the rental fee and other charges (e.g. parking fees, other fines, damages caused, etc.) are duly settled by the Renter, the Car Rental Company will authorize the bank to lift the hold on Renter's card. The Renter hereby acknowledges the fact that lifting the authorization hold may take a longer time (sometimes even weeks), depending on the agreement in place between the card acceptance point and the card issuer bank, the internal administrative rules of the card issuer company or bank, and the type of bank card the Renter holds. The Renter hereby acknowledges the fact that the Car Rental company is not responsible for the lifting of the authorization hold on the Renter's bank card, or for when it is effectively executed, or whether it is executed at all. The Renter or User shall request additional information in relation to lifting the authorization hold solely from their card issuer bank.

10. The Renter or the User shall be obliged to fully reimburse the Car Rental Company for any damage caused to the Car Rental Company by their failure to pay police or other authority fines, penalties or surcharges, including unpaid parking tickets, local or foreign highway tolls (unless the Vehicle had an e-ticket for local tolls), levied for an infringement of any rules during the rental term, or until the Vehicle was effectively returned. The Car Rental Company is entitled to disclose the Renter's personal details to the police or other official authorities, upon request. The Renter or the User shall also be liable for any loss or damage caused to any property left in the Vehicle, owned by the Renter, the User or any third party, and to the Vehicle's accessories or car papers. The Car Rental Company is entitled to charge the Renter or the User for the total amount of any damage arising out of fines, penalties or other payment obligations becoming known to the Car Rental Company after termination of the Rental Agreement, at their discretion. In case of a failure to pay the fines, penalties or surcharges specified in this section, by not later than when returning the Vehicle, the Renter or the User shall be obliged to pay all administrative fees levied in connection with the payment reminders sent in relation to the fines, penalties and surcharges, in addition to the unpaid parking tickets and other charges. By signing the Rental Agreement, the Renter explicitly acknowledges and approves the fact that the Car Rental Company is entitled to charge the Renter's bank card subsequently for any fine, penalty or surcharge received subsequent to termination of the rental (subsequent charge), in line with the applicable laws. The confirmation on such subsequent charges, together with a copy of the underlying documentation, will be sent to Renter's e-mail address specified in the Rental Agreement. The Renter shall be liable for any legal consequences for the e-mail address provided being incorrect, or a failure to report any changes to such e-mail address to the Car Rental Company. In case the Renter disputes the notification received, or the underlying documentation, the Renter can send the Car Rental Company a complaint by mail to the registered seat of the Car Rental Company, or via e-mail: [cs@sixt.hu](mailto:cs@sixt.hu) or [reservation@sixt.hu](mailto:reservation@sixt.hu) or contact the Car Rental Company by phone: 0036/451-4227. If the additional payment obligation is disputed by the Renter, the Car Rental Company will make a decision on debiting such amounts to the Renter's bank card, based on the Renter's complaint reported, and the Car Rental Company shall send the Renter a detailed response by the deadline set by the applicable laws. If the Renter does not accept the Car Rental Company's response, the Renter may request additional information on the subsequent charges debited to the Renter's bank card from their card issuer bank, and the Renter is entitled to enforce their claims arising out of the Rental Agreement or related to any subsequent charges debited to their bank card, via litigation.

11. The Car Rental Company shall make all efforts and due diligence to comply with the Vehicle related service obligations arising out of the Rental Agreement, however, the Car Rental Company cannot be made responsible for any delay in the delivery of the Vehicle – even in case of a pre-agreed vehicle delivery timing – or a failure to deliver the Vehicle, due to reasons the Car Rental Company is not accountable for. It shall not be deemed to be a breach of contract on the Car Rental Company's side, if the Car Rental Company is not able to deliver the Vehicle to the Renter due to

- a. the particular Vehicle reserved having become unfit for road traffic (e.g. being crashed) in the meantime, or
- b. if the previous Renter has failed to return the Vehicle on time to the Car Rental Company, or decided to extend the Rental Agreement, or
- c. in case of a Force Majeure event occurring.

In any of the cases defined in the previous sentence, the Car Rental Company shall repay full amount of the rental fee potentially already paid by the Renter, to the Renter, within 5 (five) business days upon the circumstances described in points a-c. occurring, via bank transfer, and without interest payment. Renter hereby acknowledges that if any of the cases described in points a-c. above occur, the Renter shall not be entitled to submit any further claim for damages towards the Car Rental Company. An event of Force Majeure shall include, in particular, the following circumstances, falling outside the control of both the Renter and the Car Rental Company: natural disasters (earthquake, fire, flood, inland inundation, tsunami,

draught, frost damage, squall, bolt, etc.) war, civil war, strike, riot, terrorism, sabotage, political movements, epidemic, pandemic according to WHO, declared state of emergency in Hungary, restrictions because of state of emergency, industrial catastrophe causing pollution (radiation poisoning, air pollution, water pollution, etc.) and published delayed issuance of, or a refusal to issue any licenses, or to take any administrative measures by any official authority, or if a change occurs in the legislative environment, etc. In cases when the specific Vehicle category ordered by the Renter is not available, due to any of the reasons listed in points a-c. above, the Car Rental Company shall offer a vehicle in the next lower category, to the Renter – provided that such vehicle is available – under identical booking terms and conditions, with that in case the Renter decides to accept such offer, the Car Rental Company shall refund any difference in the applicable rental fee, potentially already paid by the Renter, to the Renter, via bank transfer, within 5 (five) business days, and without interest payment, subject to the condition that the Renter shall not be entitled to submit any further claim for damages towards the Car Rental Company in the future. In case the Renter refuses to accept the offered vehicle, being one category lower than the one originally ordered, the Car Rental Company shall refund full amount of the rental fee already paid by the Renter, via bank transfer, to the Renter, within 5 (five) business days, and without interest payment, subject to the condition that the Renter shall not be entitled to submit any further claim for damages towards the Car Rental Company in the future. An event of Force Majeure written in point 11.c. the Car Rental Company is entitled to modify the contract. The Car Rental Company informs the Renter about the modification and the cause of modification. The Renter is entitled to ask the termination of the Rental Agreement within 24 hours from the time of the information or may cancel the agreement. If the Renter does not declare within the above written time the modification shall be adopted by the Car Rental Company and so the modification is explicitly approved and accepted by the Renter.

If the Renter wishes to extend the rental term, or to return the Vehicle earlier than agreed, the Car Rental Company shall be notified at least 24 hours prior to the expiry date / agreed return date. A failure to notify the Car Rental Company will result in charging the Renter for the entire loss occurring out of an unreported extension, or charging the Renter for the full original rental term agreed. If the Renter wishes to modify the location to which the Vehicle will be returned, the Renter shall notify the Car Rental Company 24 hours beforehand. If the Renter wishes to return the Vehicle to an outside location, or outside of Hungary, the Renter shall request the Car Rental Company's prior approval.

12. In case of Long Term Rentals, if the Renter decides to discontinue the rent prior to the fixed term (in case of rental terms longer than 1 month) for any reason, the Renter shall be obliged to pay a penalty, in line with the individual agreement signed with the Car Rental Company.

13. The Vehicle can be driven only by the persons stipulated in the Rental Agreement, whose driving license was presented to the Car Rental Company. The Car Rental Company may authorize more than one person to drive the Vehicle on a so called Supplementary Driver's Sheet attached to the Rental Agreement. The person signing the Rental Agreement, these General Terms and Conditions, as well as the Statement on Objective Liability, shall have full scale, joint and several liabilities with the person, business entity, or other entity, on behalf of whom he/she signed the same, towards the Car Rental Company. Based on the Statement on Objective Liability, the Car Rental Company is entitled to supply information to official authorities, upon request, except when agreed otherwise by the Contracting Parties.

14. Shall the Renter decide to use additional services provided by the Car Rental Company (e.g. WIFI, GPS, child seat, etc.), the Renter acknowledges and explicitly accepts the related terms and conditions of use, and the related additional charges. Upon the expiry of the rental term, the Renter is obliged to return the Vehicle, together with all accessories (WIFI, GPS, child seat, etc.) in the original condition received, and suitable for the intended use. Upon both the delivery and return of the Vehicle, the Car Rental Company will issue a so called Vehicle Condition Sheet, to be signed by the Renter and one of the authorized staff members of the Car Rental Company. The Renter shall be responsible for all damages caused to the Vehicle during the rental term, even if the Renter failed to sign the so-called Damage Check Sheet upon return (e.g. because the Vehicle was returned outside office hours, or it was returned within office hours, but the Renter did not wait for an inspection), or if the Renter refused to sign the same. The Vehicle will be delivered to the Renter with a full tank of fuel; upon return (including the case when the Vehicle is returned due to an accident or break-down), if the Vehicle has no full tank of fuel, the Renter shall pay a charge for the missing fuel (so called Refueling Service Charge), unless the Contracting Parties agreed otherwise. The Renter or the User shall also be liable for any loss or damage caused to any property left in the Vehicle, owned by the Renter, the User or a third party, and to the Vehicle's accessories or car papers. The Car Rental Company shall not be liable for any property left in the Vehicle. The method and costs of returning any left behind belongings to the Renter and the User shall be defined in a separate agreement between the Contracting Parties.

15. It is prohibited to smoke in the Vehicle. A breach of this prohibition will trigger an applicable cleaning fee, the Renter (or the User) will be obliged to pay.

16. The Renter and the User are obliged to drive the Vehicle in full compliance with the traffic laws and with due diligence and care. Further, they are obliged to properly park the Vehicle, when leaving it, and to lock the Vehicle, keeping the car papers with them at all times. The Renter and the User are not entitled to transport more than the total number of people authorized to be transported, as indicated in the vehicle registration certificate. In case the Vehicle is towed by any official authority, the Renter or the User shall promptly notify us; in such case the Renter or the User shall be liable for all costs arising, including any fine. In the event of fines or penalties imposed by any court, police or any other authority or a legal entity authorized to impose a sanction in connection with the use of the Vehicle, the Lessee and the User shall pay a fee of EUR 22 + VAT or HUF 8,000 + VAT in addition to the payment of the fine. In the event that the Lessee causes damage to the Vehicle (collision damage, windscreen or rubber damage), in addition to the other compensation obligations, the Lessee shall pay a damage managing administration fee of EUR 22 + VAT or HUF 8.000 + VAT. In addition to other compensation obligations, in the case of damage of own fault, administrative fee for damages of EUR 22 + VAT or HUF 8,000 + VAT shall be paid. If it is subsequently verified that the damage is covered by the liability insurance, the amount will be refunded. In the event of fines or penalties imposed by any court, police or any other authority or a legal entity authorized to determine a sanction in connection with the use of the Vehicle, provided that a third party or a debt collector is acting on behalf of the Lessor the Lessee and the User resident or domiciled domestic or abroad shall pay apart from the payment of the fine and administration fee the Lessor a liquidated damage of 30 EUR + VAT in case of the User is resident or domiciled abroad, or 10.000 HUF + VAT in case of the User is resident or domiciled domestic. The Car Rental Company retains the right to equip the Vehicle with a satellite vehicle security system. The Renter hereby authorizes the Car Rental Company to process his/her personal data (including the data obtained via the satellite vehicle security system) in relation to their legal relationship, including a disclosure of the same to official authorities, or to any other entity authorized to determine legal consequences during the use of the Vehicle.

17. Any malfunction of the Vehicle arising during the rental term can only be repaired in a professional repair shop authorized by the Vehicle's manufacturer; the costs of repair shall be borne by the Car Rental Company, except for cases when the malfunction was caused by an improper use of the Vehicle, or other breach of contract, by the Renter (User). The Renter or User shall promptly report on any repair need to the Sixt Assistance hotline, and request a prior written authorization to carry out the repair, which can only take place at the location specified by the Car Rental Company. The Renter shall be responsible for any damage occurring due to a failure to call.

18. In case the Renter is in delay to comply with any payment obligations due under the Rental Agreement, a late payment interest shall be paid, equaling twice the prevailing National Bank's prime rate, for the amount owed, and for the entire time of delay. Shall the Renter fail to comply with his/her due payment obligation over 60 days upon the expiry of the payment deadline, the Car Rental Company is entitled to publish the fact that the Renter has an overdue debt, and the Renter shall pay all related legal charges.

## WHAT TO DO IN CASE OF AN ACCIDENT

19. If the accident involves one or two vehicles only, the Renter (User) shall make sure that a so called European Accident Statement is properly completed. If the accident involves more than two vehicles, or if there is personal injury, the Renter (User) shall promptly request police assistance, and request the police to issue a certificate. It is against the law to leave the site of an accident where there was personal injury.

20. The Renter or the User shall promptly notify the Car Rental Company about an accident occurring by phone (to the Sixt Assistance hotline) or in any other suitable way. In such notification, the Renter shall state the current technical condition of the Vehicle, and if requested, to describe the exact circumstances of the accident, potentially listing the witnesses. Further, the Renter (User) shall properly complete the so-called Vehicle Damage Report and Accident Report supplied by the Car Rental Company, and to send all documents completed in line with this section, within 1 day following the accident. The Car Rental Company is entitled to make photocopies of all personal identification documents required to manage the insurance procedure, to which the Renter or User provides a prior authorization.

21. The Renter (User) is not entitled to leave the Vehicle becoming immobilized due to the accident, or shall arrange for proper safe-guarding and security for the Vehicle, if needed.

22. The Renter (User) is obliged to provide access to the Vehicle for the Car Rental Company and/or the insurance company, for the purposes of managing the insurance procedure and/or for necessary repair.

23. The insurance procedure will be managed by the Car Rental Company, upon the Damage Report being filed.

24. A failure to comply with the above provisions, e.g. reporting an accident with delay, or including untrue data, the Renter or User may be made responsible for all damages and consequences of the accident.

## THEFT OR OTHER INCIDENTS

25. Shall the Vehicle, or any of its accessories be stolen, the Renter (User) is obliged to promptly report to the police and to the Car Rental Company, and file an incident report with the police, and thereafter provide the Car Rental Company with a copy of the police report, the Damage Report, the Vehicle's registration certificate, and the car keys.

26. The Renter (User) is obliged to promptly inform the Car Rental Company in writing, if possible, about any damage occurring to the Vehicle (including the loss of any accessories).

27. The Renter (User) is obliged to promptly inform the Car Rental Company in writing, if possible, about any damage or malfunction occurring to the equipment rented in addition to the Vehicle (WIFI, GPS, etc.) (including the loss of any accessories).

## REPLACEMENT CAR SERVICE

28. Shall the Vehicle break down within the territory of Hungary, and due to this, or due to any other incident it becomes immobilized, the Car Rental Company is obliged to provide a replacement car within 8 (hours), based on a separate agreement signed, either free-of-charge, or for an applicable fee. The Car Rental Company is not responsible for any financial or non- financial loss arising in relation to the breakdown. Terms and conditions of providing a replacement car.

29. Shall the Vehicle become immobilized outside Hungary, but in a country in which Sixt has a subsidiary, and in which country the Car Rental Company authorized the Renter to use the Vehicle, the Car Rental Company is obliged to provide a replacement car within 24 (twenty-four) hours.

30. If the Vehicle is stolen in Hungary, due to reasons the Renter is not accountable for (which is not the case, if the Renter cannot promptly present the Vehicle's registration certificate and keys), the Car Rental Company is obliged to provide a replacement car within 8 (eight) hours.

31. In case of any damage occurring due to reasons the Renter (User) is accountable for, the Car Rental Company is entitled to refuse to provide a replacement car, after an examination of all circumstances of the case.

## LIABILITY

32. Renter and User shall have joint and several liabilities towards the Car Rental Company to comply with the obligations set forth in these General Terms and Conditions, and in the Rental Agreement signed between the Contracting Parties.

33. By the signing of these General Terms and Conditions, the Renter authorizes the Car Rental Company to record and process his/her personal data obtained in relation to the Rental Agreement, related to the legal relationship in between them, for the purposes of performing the Rental Agreement, including a potential transfer of the same to third parties engaged in providing advertising and marketing services, under a legal relationship with the Car Rental Company's holding company, or the Car Rental Company, or the Car Rental Company's business partners.

34. The Lessee guarantees that the subject of the personal data provided to the Lessor has consented to the transfer and the processing of the data by the Lessor.

35. The personal data transferred by the Lessee is necessary for the performance of a contract between the parties, the lawfulness of the data processing by the Lessor is that circumstance.

36. By the signing of this Rental Agreement, the Contracting Parties state that all provisions and conditions of the General Terms and Conditions were available for review on the [www.sixt.hu](http://www.sixt.hu) website beforehand – timestamped -, and that the Renter had the chance to read the General Terms and Conditions, prior to signing the Rental Agreement. The Renter hereby declares that he/she had read and accepted the provisions of the General Terms and Conditions prior to signing the Rental Agreement. Further, the Renter hereby declares that the Car Rental Company informed him/her on those provisions of the General Terms and Conditions, which significantly alter from normal contractual terms, from the general provisions applicable to car rental agreements, or from provisions we applied in our previous agreements, and that the Renter explicitly accepts such provisions, by the signing of these General Terms and Conditions.

## INSURANCE

37. The Renter agrees to the fact that the Car Rental Company may involve a third party as a subcontractor, in case the Car Rental Company complies with its replacement car service obligation, or with the obligation to supply the type of vehicle the Renter indicated in his/her legal statement made for the purposes of entering into a rental agreement, temporarily with a vehicle, which is not operated by the Car Rental Company, in which case, the prevailing insurance conditions applying to the vehicle effectively provided to the Renter shall apply.

38. The rental fee paid for the Vehicle includes the costs of mandatory liability insurance for the Vehicle. The Renter or the User is also liable for all damages and other loss occurring to the Vehicle during the rental term, in relation to which they have no information on the circumstances of how they arose (e.g. damages caused by an unknown perpetrator). If there was forced entry into the Vehicle, or the Vehicle got damaged due to forced entry, the Renter (or the User) is obliged to report to the police. In case the insurance company the Car Rental Company has a contractual relationship with refuses to settle the insurance claim, due to the fact that the circumstances of the incident occurring during the rental term could not be clarified due to reasons the Renter (or the User) is accountable for, or for any other circumstances the Renter (or the User) is accountable for, the Car Rental Company is entitled to enforce the loss unrecoverable through the insurance company against the Renter (User). In such case, the settlement will be made in accordance with the Car Rental Company's Rent Damage Rate Table. Regarding the terms and conditions of the mandatory liability insurance (especially any exceptions, grounds for exclusion, or additional costs), the Car Rental Company will provide the Renter with a separate information leaflet.

## LIMOUSINE SERVICE

39. For the limousine service ("Limousine Service") the Car Rental Company offers (in this chapter referred to as "Service Provider"), the provisions of the General Terms and Conditions shall apply subject to the following specific altering provisions. As part of the Limousine Service, Service Provider offers premium and business category vehicles for city and airport transfers, weddings, and longer term business or family trips, with highly trained, English speaking drivers, who have professional appearance and go through continuous training, and we guarantee full discretion and confidentiality. Service Provider offers additional accessories for the passengers' comfort, like Hungarian and English language newspapers, mineral water or other drinks and snacks, and WIFI.

40. The Service Provider is obliged to comply with the traffic regulations (KRESZ), therefore, if the driver receives an instruction from the Client which is in breach of such rules, the Client shall be liable to pay all fines, fees or penalties arising out of the execution of such instruction, regardless of how such penalty is called, and the Client shall bear all (legal) consequences of such instruction. The Client acknowledges the fact that the Service Provider is entitled to refuse to comply with instructions or requests received from the Client that may endanger the safety of the Vehicle, or the life and property of its passengers. The Service Provider is entitled to refuse to transport the Client or any other passenger, whose behavior is not in line with the normal standards of manners and conduct (e.g. excessive alcohol consumption, or being under the influence of drugs, dirty clothing, or disrupting or disturbing the driver when driving the Vehicle).

41. The Service Provider undertakes to provide professional passenger transport services by a Vehicle being in an impeccable technical condition, and fully complying with the governing traffic laws and other regulations. The Service Provider provides drivers who are able to offer high comfort and safety for the passengers. The Service Provider ensures that the drivers are highly trained, and that the drivers have the necessary qualifications and language skills.

42. The Contracting Parties agree that the Service Provider is entitled to involve a subcontractor for the performance of the agreement.

43. The Service Provider hereby warrants to have the appropriate/necessary insurance policies for the Vehicle (e.g. liability insurance, mandatory insurance, comprehensive insurance). The Service Provider may charge additional fees, in line with the Service Agreement (e.g. for an earlier departure), and the Client undertakes to pay such fees.

44. The Service Provider shall not be liable for any delay caused by traffic circumstances (e.g. road closures, congestion, accidents, etc.) or if the address provided by the Client was incorrect. The Service Provider shall not be liable for not being able to comply with its obligations due to a Force Majeure event (e.g. earthquake, flooding, fire, wind storm, or other serious natural disasters, war, riot, revolution, civil war, uprising, country level or major strike, etc.). The Service Provider retains the right to provide a Vehicle one category higher, in case of a Force Majeure event (if the category ordered is not available, due to e.g. accident, technical problems), in which case the service fee charged will be the original fee stated for the vehicle ordered.

45. The Service Provider is entitled to check the Client's financial rating beforehand, and request a deposit in line with the order value, to cover the service fees, other charges and costs, and potential damages.

46. The Client is entitled to cancel the order by not later than 24 hours beforehand. Shall the Client cancel the order with 24 hours prior to planned departure, the Service Provider is entitled to issue an invoice for 50% of the service fee and other charges, based on the confirmed order, as damage compensation.

47. The provisions of this chapter shall also apply to the driver services ("Driver Services") the Service Provider provides, subject to the following specific altering rules. The contents of the Driver Services are identical to the contents of Limousine Services, with the following exceptions:

- a. The Service Provider does not provide a Vehicle,
- b. The Service Provider/The driver provided by the Service Provider is entitled to refuse transferring the Client or any passenger, if the driver is disturbed or interfered with in any way,
- c. The Service Provider is not responsible for the technical condition of the car the Client provides, or for any damage arising in relation to that, or for the car's insurance (e.g. mandatory liability insurance, comprehensive insurance),
- d. no additional accessories are available.

## MISCELLANEOUS PROVISIONS

48. The Renter agrees that written notices addressed to the Renter by the Car Rental Company, especially payment notices, may be delivered - at the Renter's choice - by postal or electronic mail (e-mail). The notices and messages sent in an electronic form shall be deemed as delivered on the third working day after being sent.

49. This Rental Agreement is signed between the Renter and WALLIS AUTÓKÖLCSÖNZŐ Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (registered seat: 1138 Budapest, Váci út 141. 2. em.; registered by the Budapest Metropolitan Regional Court, as Court of Registration, under company registration number: 01-09-699766; tax number: 12712234-2-41).

50. If any of the provisions herein proves to be invalid, the remaining provisions and the entire General Terms and Conditions shall remain unaffected.

51. For any potential legal disputes arising between the Contracting Parties in relation to the Rental Agreement or these General Terms and Conditions, the Contracting Parties agree to the exclusive jurisdiction of the Budapest District II and District III Courts – for cases falling under the scope of regional courts -, which provision about jurisdiction was specifically negotiated by the Contracting Parties.

52. Any potential legal disputes arising out of the Rental Agreement shall be governed by the Hungarian law.

53. This Rental Agreement shall be governed by the General Terms and Conditions published on the Car Rental Company's website, being timestamped, and valid as at the time of this Rental Agreement entering into force, for the entire term of this Rental Agreement, unless otherwise agreed by the Parties.

54. The Lessee has acknowledged the General Terms and Conditions and hereby accepts the Information on Data Protection and the General Terms and Conditions available here and here.

Last updated on 16.03.2022