

GENERAL RENTAL TERMS AND CONDITIONS OF CAR RENTAL

1. CAR USAGE

- a. The renter is obliged to take care of the car as well as a careful person takes care of his/her own car and to observe special carefulness and cautiousness while driving. The renter agrees to use the car only in the manner it is normally intended for.
- b. The renter agrees to drive the car himself/herself. He/she is not allowed to hand over the car to other persons nor for their use without such permission being explicitly noted in the rental agreement. The renter (driver) shall possess a valid driving license and have at least one year's driving experience. Further he/she shall fulfill the age requirements of 22 years at the car hire. The renter is obliged to inform the person to whom he/she hands over the rental object within the scope of this agreement, about the contents of this agreement.
- c. Usage of the car for illegal purposes, towing, competitions or training for these, educational driving, and driving off road is prohibited.
- d. Whenever the car, even momentarily, is left parked, it necessarily is to be locked.
- e. As the car hire hands over the car to the renter, both parties should check the visible condition of the car, fuel level in order to avoid possible disputes regarding the time of appearance of damages.

2. RESPONSIBILITY FOR THE CAR AND ITS EQUIPMENT DURING THE RENTAL PERIOD

i. Basic retention of the renter

The renter is, up to the upper retention limit specified in the agreement:

- a. Obligated to compensate during the rental period occurred damages to the car or to its accessories
- b. Obligated to compensate parts and accessories which have disappeared from the car during the rental period
- c. Obligated to pay cleaning costs arising from unusual contamination of the car. (Smoking and transportation of pets require permission from the car hire).
- d. Obligated to pay the daily fee defined in this agreement for the lay days caused by the accident, however for a maximum of 30 days. The lay days begin at the date of the accident

ii. Reducing/eliminating the retention of the renter

The renter can reduce or eliminate his/her retention by paying a special retention Reduction/elimination fee. However, the retention reduction/elimination fee does not cover damages due to the following or similar reasons:

- Excessive loading, displacement or detachment of the load
- Upholstery damages caused by tobacco smoking or gashing
- Driving with empty tyres
- Driving in too narrow premises considering the dimensions of the car
- Driving off road or in areas not intended for car driving
- The car hire may, at its discretion, abstain from granting the retention reduction.

iii. Liability of the renter for all damages

The renter is obliged to compensate the entire damages to the car hire providing the damages caused to the car or the car hire are intentional by the renter, caused by an act of negligence, caused during usage of the car under influence of alcohol or other narcotic agents, for criminal purposes, or caused due to the renter not complying with the conditions in this agreement.

iv. Releasing of the renter from his/her indemnification liabilities

The renter is released from the above mentioned indemnification responsibilities providing that the car hire is fully indemnified for its damages through an insurance, or from the opposite sides traffic insurance or from the person who caused the damages.

v. Other payment liabilities

The renter is obliged to pay the parking, overload penalty fees and other charges levied on the car hire on the basis of holder's liability.

3. PAYMENT OF THE RENT

All the rental fees will be charged in advance.

4. Security Deposit (Refundable)

Owner shall retain deposit of Rs 5,000/- to 15,000/-, subject to the rental period of the vehicle.

5. Pick up and drop charges: optional/Rs. 500 to 1500/- as per the distance.

6. Documents to be provided by the Renter:-

- i) Identity proof of the renter
- ii) Residential proof and latest electricity bill of the renter.
- iii) Valid Driving License of the renter.
- iv) Guarantor's Valid Id Proof (Photocopy + Original)
- v) Two photographs.
- vi) Security deposit (Refundable).
- vii) All rent in advance settled with the company (Non-refundable).
- viii) Pick up and drop charges are optional.

7. LIABILITIES OF THE CAR HIRE

The car hire is obliged to hand over the car to the renter in working order and complying with applicable laws, at the time and place agreed when the reservation was made. Further the car hire is obliged to give the renter sufficient guidance and instructions about the usage of the car. Unless the renter receives the car for his/her usage according to the reservation, he/she can demand a reduction of the rent corresponding to the error, or cancel the agreement. The renter can demand indemnification for the damages caused by the delay.

8. MILEAGE INDICATOR

- . The distance driven is measured with the mileage indicator belonging to each vehicle. If the renter has damaged the mileage indicator or its seal, he/she is obliged when returning the car to pay the rent corresponding to the mileage estimated by the car hire, however, unless either party proves probable that the car has been driven a longer/shorter distance.
- a. The renter is obliged without delay to inform the car hire about possible malfunction of the mileage indicator.

9. FUEL, SERVICE, AND MAINTENANCE

The vehicle will be given with full tank of fuel and must be returned with full tank of fuel. If the vehicle is returned with less fuel the difference will be charged at a rate of fuel. The renter pays for the fuel needed. The car hire is to inform the renter the correct quality fuel to be used. The renter is liable for damages caused by usage of incorrect quality fuel. During the rental period the renter is responsible for taking care of normal car maintenance, such as e.g. the engine oil quantity, the radiator and battery fluids, the tire pressures, etc.

10. ACTIONS OF THE RENTER IN CASES OF MALFUNCTION, DAMAGE, AND THEFT

- . The renter shall immediately inform the car hire about malfunctions appearing in the car or about damages to the car as well as about theft. The police shall immediately be informed by renter with the consent of owner about theft and an FIR to be obtained. Subsequently the car hire shall inform the renter about the actions to be taken because of the incident. However, without informing the car hire the renter is entitled to have the car repaired for a maximum value of INR 1,000, provided it is necessary for continued driving. In such cases the renter shall acquire a report from the repair company detailing the performed repair actions and the payment.
- a. In traffic accident cases the renter is always obliged immediately to submit a damage report to the car hire. The report is to be written on the accident report form available in the car. In cases of unclear culpability the renter shall inform the police. The police is always to be informed in cases of personal injury. The police is always to be informed about deer accidents by the renter, who also has to submit to the car hire a certificate given by the police and stating the notification.
- b. If the renter neglects the above mentioned notifications, he/she is liable towards the car hire for possible damage caused by this negligence.

11. LIABILITY OF THE CAR HIRE FOR DEFECTS IN THE CAR

If a technical or other fault of the car appears during the rental period, the renter can demand it to be fixed with a proper replacement of suitable car for the period which the car is under maintenance.

12. RETURNING OF THE CAR UPON THE EXPIRATION OF THE AGREED RENTAL PERIOD

- a. The car is to be returned to the agreed place upon expiration of the agreed rental period. Alterations of either the place or the date are to be agreed with the car hire with sufficient notice. The rental period according to the agreement expires when the car has been returned to the car hire, or when the car hire has received a notification from the renter stating that the car has been returned to a place approved by the car hire.
- b. If the car has not been returned upon the expiration of the rental period and no continuation of the rental period has been agreed, the police will be informed.
- c. If the renter neglects his/her liabilities according to item a), the car hire is entitled to charge a reasonable indemnification for the economical losses caused by the negligence.

13. RETURNING OF THE CAR BEFORE THE EXPIRATION OF THE AGREED RENTAL PERIOD
If the renter returns the car before the expiration of the agreed rental period, the rental sum is determined according to the agreement and based on the actual usage period. Provided the car has been rented on special conditions, the rent is determined according to the normal price list.

14. TERMINATION OF THE AGREEMENT

The car hire is entitled to terminate this agreement during the rental period provided it appears that the renter violates this agreement or that the renter, according to the estimation of the car hire, is unable appropriately to handle the car. If usage of the car is discontinued due to accident or theft, a suitable replacement will be made upon the car hire having received the report from police confirming the same. When the car hire terminates the rental agreement, the renter is obliged immediately to return the car to the car hire.

15. CONFLICTS RELATED TO THE AGREEMENT

Unless the conflict can be solved through negotiations between the two parties. If the conflict is subjected to court judgement, legal action is to be taken in the district court at the domicile of the car rental company.

16. INSURANCE

All cars carry comprehensive insurance. All claims to be settled as per Indian Insurance laws.

- . The renter also undertakes to fill and sign the Company's Accident Reporting form as applicable.
- i. The renter shall ensure that in case of accidents/legal cases, he /she will make himself / herself available for settlement of such cases. The renter shall keep the Company, its directors and employees indemnified against all consequences, claims and demands that may arise as a result of injury/suffering by any accident or any other event caused by the renter.

17. ACCIDENT/BREAKDOWN/THEFT

- o The Vehicle must never be removed from place of accident until police report has been completed and the Company has been notified.
- o In case of any accident with your rental you must immediately contact the nearest police station and make an FIR/General Diary Report.
- o If you do not report accident to the police and do not comply with the requirements under the laws of India, insurance may become invalid & you could be liable for legal proceedings under the laws of India.
- o It is essential that you also report any accident or damage to the Company.
- o In case of other damages to the vehicle, the above procedure should also be followed. If the vehicle is damaged while parked, you have to report the damage to the Company before the car is moved.
- o It is mandatory for the renter to file a police report in case of theft and to turn this document in to the Company.
- o Any unnoticed accident or damage to the vehicle may be interpreted as negligence. This may result in a charge to the client.