GENERAL TERMS AND CONDITIONS

Sixt Hungary - WALLIS AUTÓKÖLCSÖNZŐ Kft. (Headquarters: 1138 Budapest, Váci út 141., Company registration number: 01-09-699766, registered by the Company Registry of the Capital City Court, tax number: 12712534-2-41, hereinafter referred to as the "**Car Rental Company**" or "Sixt Hungary") – Sixt SE's franchise partner in Hungary

- 1. The renter or the person entitled to use the vehicle (hereinafter the "Vehicle") that is the subject of the rental agreement (hereinafter the "Rental Agreement") (hereinafter the "User") is entitled to use the Vehicle exclusively within the territory of Hungary; the use of the Vehicle outside the territory of Hungary requires the prior written permission of the Car Rental Company. Possible additional fees related to the Vehicle and the Rental Agreement are available at www.sixt.hu/pages/autoberlesi-utmutato/). The Car Rental Company shall provide the Renter with separate information on additional fees that may arise in connection with the Vehicle and the Rental Agreement.
- 2. The Vehicle is only authorized to be used by a person who has already reached the age of 21 at the time of commencement of use unless the use of the Vehicle by a person under the age of 21 as a separate right has been authorized in advance by the Car Rental Company in writing and the Renter has reimbursed the cost thereof, and is valid has a driver's license and has obtained this license for at least one year. In the case of certain higher-category vehicles determined by the lessor based on the rental information available on the website www.sixt.hu), the basic conditions are 25 years of age and a minimum 2-year driver's license. The Lessor accepts the driver's license not issued in Hungary, but written in Latin letters, certifying its validity (except where it is not relevant, i.e. Germany), with the provision that the Lessee must find out about the conditions for driving in Hungary (and any other authorized country) and to fully comply with current regulations (i.e. international driver's license).
- 3. Renter and User are **not entitled** under any circumstances
 - a. to allow any third party to drive the Vehicle, unless with our prior written approval;
 - b. to participate in any type of competition (including, but not limited to, a race or test track, driving technique, off-road track, race track day), or a competition or similar event, or to operate the Vehicle in a way that is not intended for use (participating in acceleration competitions, drifting, swallow). It is strictly forbidden to switch off any driving safety system of 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.
 - e. to use the Vehicle on a road section that is not equipped with a solid road surface (for example, but not exclusively, dirt roads, agricultural, forestry, hunting areas, construction areas);
 - f. to use the Vehicle to tow any other vehicle (for example, but not exclusively, a trailer, another immobile vehicle, other);
 - g. to continue to drive the Vehicle in the event of a technical fault or fluid shortage (for example, but not limited to engine oil, coolant);
 - h. to use the Vehicle for driving lessons;
 - i. to make any technical or aesthetic modifications to the Vehicle, unless the Renter has written permission to do so;
 - j. to place any inscriptions, stickers, magnetic inscriptions, advertising media on the body of the Vehicle, and the Renter and User are not entitled to use and/or utilize the Vehicle as an advertising surface, except in the event that they have the written approval of the Car Rental Company;
 - k. to use the Vehicle outside the territory of Hungary, unless the Car Rental Company has given prior written permission;
 - I. without the Car Rental Company's permission, to ship the Vehicle, or transport it with any means of transport, or have it transported;
 - m. to use it for transporting live animals. The transport of small pets is allowed if the pet is transported in a closed carrier. In case of contamination (e.g. animal hair) in the interior of the Vehicle, the minimum extra cleaning fee according to the Damage Catalogue, in the case of damage caused by pets (e.g. upholstery, plastic elements) the full cost of repair or replacement shall be reimbursed by the Renter.
 - n. to operate the Vehicle with fuel other than the type of fuel indicated on the Vehicle;
 - o. it is strictly forbidden to break the traffic rules with the Vehicle, in particular, but not exclusively, to not observe the prescribed speed limits;
 - p. to commit a crime with the Vehicle.

Violation of any of the items listed in points a-p) is considered use contrary to the contract, in which case the Renter or User assumes full, all-encompassing financial responsibility for all resulting consequences. In the event of a violation of the terms and conditions of the Rental Agreement, all protection packages that reduce liability become invalid. In addition to the above, the Renter is obliged to pay all the costs of the Car Rental Company (including, but not limited to, replacement and replacement costs, repair, transport and storage costs, compensation for loss of value, arrears of rent due to downtime, as well as expert and legal costs, which the Car

Rental Company shall pay with invoices or /and verifies with supplier customers), if the Renter has violated the General Terms and Conditions, insurance clauses, or any valid legal regulations. As compensation for the lack of income, the Lessor will charge a rental fee in accordance with the rental fee until the day the Vehicle becomes fully usable for the Lessor in its original condition.

- 4. In the event of non-fulfillment or violation of the provisions of these General Terms and Conditions or the Rental Agreement, the Car Rental Company is entitled to terminate the Rental Agreement with immediate effect and take possession of the Vehicle without prior warning. The Renter acknowledges that the Car Rental Company is entitled to prevent further use of the Vehicle with the help of the available devices (GPS-based electronic blocking) in the event of non-fulfillment or violation of the provisions of the Rental Agreement, and for this reason the Renter may not make any claims for compensation against the Car Rental Company. In connection with the above procedures of the Renter, or the User is not entitled to property protection, and this procedure of the Car Rental Company cannot be considered as prohibited self-authorization. The Car Rental Company shall not be liable for any damage to the Vehicle found at the time of taking possession of the Vehicle, belonging to the Renter, the User, or any third party. The Car Rental Company is not obliged to send the termination in writing to the Renter, the termination is deemed to be legally communicated by the lessor's act of taking possession of the Vehicle as indicated above.
- 5. The so-called rental day is a continuous 24-hour period starting at the time (hours:minutes) when the Vehicle is taken over. The shortest rental period in terms of paying the rental fee is one rental day (in individual cases, a shorter rental period is also possible, according to the individual rental contract). In the event that the User returns the Vehicle after the end of the last 24-hour rental period, the Car Rental Company will charge another full rental day; unless the framework agreement between the contracting parties provides otherwise. If the delay exceeds 48 (forty-eight) hours, the Car Rental Company will immediately file a police report against the Renter or the User. It is the Renter's duty to notify the Car Rental Company as soon as possible of changes in the time and place of delivery. If you do this later than the pre-specified drop-off time, the conditions included in the "Flexi Late Return" package will apply.

In relation to the rental period, the tenant can choose from the following services, the details of which can be found under the rental information available on the <u>www.sixt.hu</u> website.

- Flexi Return Guarantee
- Flexi Return Guarantee in the tariff Pay later
- Flexi Return Guarantee in the tariff Pay now
- Flexi Late Return in both tariffs (Pay later & Pay now)
- Flexi Return Location in both tariffs (Pay later & Pay now)

The only exceptions to the above are the limited available hourly fee-based rentals. In the case of hourly rental, the rate may differ from the rate for a 24-hour period.

In the case of reservations with a valid flight number, the grace period is 90 minutes from the landing of the flight. In the case of reservations without a flight number, the grace period is 60 minutes from the pick-up time specified in the reservation. After the expiry of the grace period, the reservation of the Vehicle will be cancelled.

- 6. In the case of the so-called daily-kilometer pass, the Car Rental Company determines the length of the journey taken by the Renter or the User using the Vehicle's odometer (if GPS-based tracking is available, the Car Rental Company can also extract data based on this). In the event of a failure of the former instrument, the basis of the relevant calculation is the so-called unlimited kilometer tariff applied pursuant to the Rental Agreement. The Renter is obliged to notify the Car Rental Company of the odometer reading without delay in writing.
- 7. In the case of the Long-Term Rental, if the Rental Agreement does not provide otherwise, the monthly fee is determined in units of 30 days (one unit for 40 days). The Renter is obliged to reimburse the compensation for any extra mileage compared to the maximum mileage specified in the Rental Agreement at the conclusion of the rental contract. The Renter is obliged to cooperate and cooperate at the request of the Car Rental Company in the event that the Car Rental Company wishes to replace the Vehicle with another vehicle (due to financing term, mileage, or other business decision). If the Renter does not comply with this obligation, they are obliged to pay double the rental fee according to the Rental Agreement for the period between the lessor's notice and the date of replacement of the Vehicle.
- 8. When concluding the Rental Agreement, the Car Rental Company blocks a pre-determined amount on the Rentert's credit card (pre-authorization) as security for the rent, proportional to the expected value of the lease, to which the Renter expressly consents by signing the Rental Agreement. The blocked amount may differ for each vehicle category, the blocked amounts assigned to each category are available at https://www.sixt.hu/pages/autoberlesi-utmutato/ . The Renter acknowledges that the amount blocked on the Rentert's credit card will not be disposed of or otherwise used by the Car Rental Company. The Car Rental Company is entitled to request a supplementary pre-authorization on the Renter's credit card, within the

framework of this, to block the additional amount, if the costs related to the lease justify this. If the payment of the rental fee becomes due (e.g. turn of the month), the Car Rental Company is entitled to use the amount of the blocked pre-authorization to settle this and automatically block another pre-authorized amount on the Renter's credit card. The Renter undertakes to provide the Car Rental Company with the cover of this pre-authorization; in case of failure to do so, the Car Rental Company is entitled to take the Vehicle back from the Renter within 3 (three) working days. When concluding the contract, the Renter is entitled to determine the currency of the debit using the credit card terminal (own currency or EUR, or HUF in the case of a framework contract), which the Car Rental Company is entitled, instead of requesting a prior permit, to ask the Renter for a pre-determined amount as a deposit, based on the Renter's qualification and the value of the Vehicle, as well as the duration of the rental, which is a prerequisite for the release of the Vehicle. If a deposit is stipulated, the rules for its payment, satisfaction from the deposit and its repayment are governed by the agreement between the contracting parties.

- 9. Upon return of the Vehicle, after settlement of the rental fee and other known additional costs (e.g. parking fee, other fines, damages, etc.) by the Renter, the Car Rental Company initiates the unlocking of the blocked amount (pre-authorization) on the Renter's credit card. The initiative can only be initiated with a concluded Rental Agreement, the Renter acknowledges that this may be influenced by other factors, such as, for example, but not exclusively, the request for compensation calculations and the negotiation of other costs. The Renter acknowledges that the actual release of the amount blocked on his credit card may take longer (up to several weeks) depending on the agreement between the bank accepting and issuing the bank card, the internal business rules of the card company and/or bank issuing the Renter's credit card, and the type of Renter's credit card. The Renter acknowledges that the Car Rental Company is not responsible for releasing the amount (pre-authorization) blocked on the Tenant's credit card, its actual execution and timing. The Renter or User can request further information about the cancellation of the pre-authorization from their card issuing bank.
- 10. The Renter or User is obliged to reimburse the Car Rental Company for all fines, penalties and surcharges imposed by the police or other authorities - including unpaid parking fees and non-payment of fees related to the use of domestic or foreign highways (provided that the the Vehicle did not have a domestic e-sticker during the duration of the Rental Agreement) - resulting damage, which was imposed as a result of a violation committed with the Vehicle during the period during which the Renter was the lease holder of the Vehicle, including the period until the actual return. In the event of police or other official requests, the Car Rental Company is entitled to release the Renter's data to the competent authority. The Renter or User is also responsible for the loss or damage of any thing left in the Vehicle, which is the property of the Renter, User or a third party, as well as the additional accessories and documents of the Vehicle, for which the Car Rental Company cannot be held responsible under any circumstances. After the termination of the Rental Agreement, the Car Rental Company is entitled to transfer all damages resulting from any fines, penalties, or other penalties associated with payment obligations to the Renter or the User at their option, which must be handled separately and cannot be combined in the event of any event. If the Renter or the User does not comply with their obligation to pay the fine, penalty or surcharge contained in this point until the Vehicle is returned to the Car Rental Company, then the Renter or the User is obliged to pay the Car Rental Company the unpaid parking fee or other in addition to fees, to pay an administration fee for each fine, penalty, or surcharge notice. By signing the Rental Agreement, the Renter expressly acknowledges and agrees that after the termination of the rental, the Car Rental Company will subsequently charge the Renter in order to compensate for all costs incurred in connection with the rental (for example, fines, penalties, surcharges, refueling costs, compensation for damage, etc.) the credit card provided by the Renter (subsequent charges) in accordance with current legislation. The invoice issued for the subsequent charges and a copy of the documents on which the subsequent charge is based will be sent electronically by the Car Rental Company to the e-mail address specified in the Renter's Rental Agreement. Legal consequences resulting from the falsity of the e-mail address or the failure to notify the change shall be borne by the Renter. If the Renter objects to the Car Rental Company's information and documents, they may dispute his further payment obligation in the following ways and contact details of the Car Rental Company: by post at the Car Rental Company's headquarters or by e-mail at cs@sixt.hu or sixt@sixt.hu. The Car Rental Company - if the Renter disputes their further payment obligation - can decide on the basis of the objection to deduct the additional amount from the credit card, and is also obliged to respond to the Renter's objection in a timely manner based on the relevant legislation. If the Renter does not accept the Car Rental Company's answer, he may request information from his bank that issued his credit card regarding the subsequent charges of their bank card, and they are also entitled to enforce their claim arising from the Rental Agreement and the subsequent debiting of his credit card before the court. The Renter acknowledges and accepts that in the event of non-fulfillment of payment obligations, they may be banned from the international SIXT network, for which they may not claim compensation.
- 11. The Car Rental Company tries to fulfill its obligations to the Renter or the User based on the Rental Agreement to provide the Vehicle with the greatest possible care, but at the same time even in the case of pre-arranged vehicle handover the Car Rental Company can be held responsible for any delay in handing over, or the Car Rental Company in the event of its failure for reasons beyond our control, or in the event of a change in the category of the Vehicle. It cannot be considered a breach of contract by the Car Rental Company if the Car Rental Company if the Car Rental Company cannot make the Vehicle available to the Renter because

a. the booked Vehicle has become unfit for road traffic as a result of the use of the previous renter (e.g. it breaks down, breaks down and/or becomes immobilized),

b. the former renter does not return the Vehicle to the Car Rental Company in the prescribed time or extends the Rental Agreement, or

c. in case of a Force Majeure occuring.

In the cases defined above, the Car Rental Company shall refund the full amount of rent paid in advance by the Renter in accordance with clauses a-c. return it to the Renter without interest within 5 (five) working days from the occurrence of the circumstances according to points. The Renter acknowledges that in the cases referred to in point a-c., you may not assert further claims against the Landlord.

Force Majeure is a circumstance beyond the control of the Car Rental Company and the Renter: especially natural disasters (earthquake, fire, flood, inland water, tsunami, drought, frost damage, wind storm, lightning strike, etc.) uprising, act of terrorism, sabotage, political movements, epidemics, a situation classified as a pandemic according to the WHO, a state of emergency declared in Hungary, restrictions due to emergency measures, pollution due to industrial disasters (danger of radiation contamination, air pollution, water pollution, etc.) as well as changes in the legal environment, delays or refusal of permits, official measures, etc. If the vehicle booked by the Renter is not available due to the point specified in a-c, the Car Rental Company - provided that it is available - offers the Renter a vehicle of a lower category under the same conditions of the reservation, with the provision that if the Renter accepts it, the Car Rental Company will pay the difference of the rent paid in advance within 5 (five) working days will return it to the Renter without interest on the condition that the Renter category vehicle, the Car Rental Company will return the entire amount of the possibly prepaid rental fee to the Renter within 5 (five) working days without interest, with the Renter not being able to assert any further claims against the Car Rental Company.

In the event of a force majeure situation according to point 11 c., the Car Rental Company is entitled to unilaterally amend the Rental Agreement. The Car Rental Company notifies the Renter of the amendment and the reason for it, who may request the termination of the Rental Agreement or withdraw from it within 24 hours of notification. If the Renter does not make a statement within this deadline, the Car Rental Company considers the amendment accepted, which the Renter expressly acknowledges and accepts. The Renter is obliged to request the Car Rental Company 's prior approval for delivery at an external location or abroad. If the handover takes place at a location other than the one originally specified (e.g. external location, abroad), the Car Rental Company is entitled to charge the Rental for the incurred costs.

The Car Rental Company reserves the right to return the Vehicle to its premises at any time, without prior notification, at the Renter's expense, if the Vehicle is not operated in accordance with the provisions of the Rental Agreement, or if the Renter is in arrears of the daily rental fee, or if the Lessee is in default of any debt owed to the Car Rental Company does not settle its debt despite written notice from the Landlord.

- 12. In the case of a Long-Term Rental, if the Renter (or the User) stops using the Vehicle for any reason before the end of the period of more than one month, the Renter is obliged to pay compensation based on an individual agreement with the Car Rental Company. The price range (daily, 2+, 3+, 5+, 8+, etc.) determined at the time of taking the Vehicle, at the time of signing the contract, does not change during the rental period, with the exception of if the rental period is modified in such a way that it exceeds 30 (thirty) days, in which case settlement is made according to the monthly pricing. However, in the case of a monthly rental, the number of kilometers that can be driven for free with the Vehicle is limited, at the price specified in the sent modified contract, which the Renter accepts and acknowledges by signing the Rental Agreement.
- 13. The Vehicle may only be driven by the persons specified in the Rental Agreement and certified with a driver's license, or by those persons approved by the Car Rental Company with written permission subject to the provisions of point 2. The Car Rental Company may permit more than one person to be authorized to drive the Vehicle in the so-called Additional Driver's Sheet attached to the Rental Agreement. The person who signs the Rental Agreement, the General Terms and Conditions, and the Objective Liability Statement is fully and jointly liable towards the Car Rental Company and the person, company, or other entity on whose behalf they signs the Rental Agreement. Based on the Objective Liability Statement, the Car Rental to provide data upon request from the authority, unless the contracting parties have agreed otherwise
- 14. If the Renter uses additional services from the Car Rental Company (e.g. WIFI, navigation equipment, child seats, etc.), the Renter acknowledges their conditions of use and the fees for the additional services and expressly accepts them by signing the Rental Agreement. With the same, the Renter expressly accepts and acknowledges that they are obliged to pay the fee for extra services requested in advance (for example, WiFi, navigation equipment, foreign usage fee, prepaid fuel, etc.) regardless of whether the Renter actually used the service. The fee for these extra services cannot be refunded.

The Renter acknowledges and accepts that he may be required to pay a winterization fee in the period between October 15 and April 30, the current fee of which is included in the Rental Agreement.

Upon the termination of the rental, the Renter shall return the Vehicle and the accessories rented together with the Vehicle (WIFI, navigation equipment, child seat, etc.) to the Car Rental Company in a condition suitable for its intended use, corresponding to the condition at the time of receipt. The Renter is solely responsible for the proper installation and fixing of the child seat. Even in the event of a request for help from the Renter, the Car Rental Company's staff cannot be held responsible for the incorrect installation of the child seat, and is entitled to provide assistance only with verbal instructions for the request regarding the installation of the child seat. The Car Rental Company issues a so-called status sheet (paper-based or electronic), both when issuing the Vehicle and when taking it back, which is signed by the Renter and the Car Rental Company's authorized employee. The Renter is also responsible for damages caused during the rental, even if, upon returning the Vehicle, they fail to sign the return status sheet (e.g. they return the vehicle out-of-hours, or if it is returned within the opening hours but does not wait for the inspection), or they refuse. The Car Rental Company hands over the Vehicle to the Renter, if it is gasoline or diesel powered, with a full fuel tank (8/8, i.e. with a tank indicator indicating eight eighths fuel level). In the case of an electric vehicle, the Car Rental Company will hand over the vehicle to the Renter with a minimum charge of 80%. When returning the Vehicle (also in the event of an accident or technical breakdown), the Renter is obliged to fill the fuel tank of the Vehicle according to the level at the time of issue, and in the case of an electric vehicle, the battery must have a minimum charge of 80% (-5% tolerance). If the Renter returns the Vehicle with a charge below the agreed level, the Renter must pay the difference between the charge level documented at the time of return and the prescribed 80% charge level at a fee of HUF 150 + VAT / kWh (so-called refueling fee and/or recharging fee), except, if the separate agreement of the contracting parties provides otherwise. The Renter or User is also responsible for the loss or damage of the Vehicle's accessories (number plate, registration sticker, etc.) and documents. The Car Rental Company is not responsible for items left in the Vehicle. The method and cost of returning items left in the Vehicle to the Renter or User shall be governed by a separate agreement between the contracting parties.

The Renter acknowledges that if the Vehicle is not returned during business hours at the end of the rental period, the condition assessment of the Vehicle and the closing of the Rental Agreement will take place during the business hours of the business day following the release, at which events the Renter is entitled to be present. The Renter acknowledges their obligation to compensate for damages established during the condition inspection conducted in their absence, during the rental, or until the date of return of the Vehicle, in this connection the Car Rental Company is entitled to collect the compensation fee from the Renter in the same manner as the collection of the rental fee, even after the ending of the rental.

- 15. The use of the Vehicle abroad is subject to the prior written permission of the Car Rental Company. The issuance of the permit is subject to a fee, the fee is included in the Rental Agreement. In the event of unauthorized foreign use or attempted use, the Car Rental Company is entitled to terminate the Rental Agreement with immediate effect and take the Vehicle from the Renter. In case of violation of this point of the Rental Agreement, the Renter is fully responsible for any damage caused, as well as for the cost of returning the Vehicle to the Car Rental Company's premises.
- 16. Smoking in the Vehicle is strictly prohibited, in case of violation of this, the Renter (or the User) is obliged to pay the Car Rental Company the usual standard fee for cleaning arising in this connection.
- 17. The Renter and User are obliged to drive the Vehicle with the utmost care and attention that can be expected of them, in addition to observing the traffic rules. Furthermore, if you leave the Vehicle alone, you must park and lock it in a suitable manner (locked with the handbrake, in compliance with the rules applicable to the given location), and keep the Vehicle's documents with you under all circumstances. Under no circumstances are the Renter and User entitled to transport more people in the Vehicle than the number of people that can be transported in the traffic permit. In the event that the Vehicle has been towed by an authority, the User or Renter is obliged to notify the Car Rental Company immediately; in such a case, the incurred costs including the amount of the fine will be borne by the Tenant or the User.

In the event of a fine, penalty or request for data provision imposed by the police, any other authority, or a legal entity authorized to establish legal consequences in connection with the use of the Vehicle, the Renter and the User, in addition to paying the fine, shall pay at least EUR 25 + VAT or HUF 10,000 + VAT administration fee. If the Renter causes damage to the Vehicle (collision damage, windshield or tire damage), in addition to other compensation obligations, he must pay a damage administration fee, the amount of which is at least EUR 25 + VAT or HUF 10,000 + VAT. In the event of a damage caused by your own fault, in addition to other compensation obligations, you must pay an administration fee for claims management, the amount of which is at least EUR 25 + VAT or HUF 10,000 + VAT. If it is subsequently confirmed that the damage is covered by the liability insurance, the amount of the paid compensation and the administration fee will be returned. In the event of a fine or penalty imposed by any court, police, any other authority, or by a legal entity authorized to establish legal consequences in connection with the use of the Vehicle, the foreign or domestic Renter and User, if a third party or claims

administrator acts on behalf of the Car Rental Company, in addition to paying the fine and the administration fee, the Renter is obliged to pay a flat-rate compensation, the amount of which is EUR 30 + VAT in the case of a Renter based or residing abroad, while HUF 12,000 + VAT in the case of a Renter residing or residing in the country. The Car Rental Company reserves the right to equip the Vehicle with a satellite protection system. The Renter agrees that the Renter's personal data (including data obtained by the satellite protection system) will be handled in connection with the legal relationship between them, including their release to authorities or other legal entities authorized to impose any legal consequences during the use of the Vehicle.

The Car Rental Company reserves the right to further defray any costs resulting from the Renter's responsibility due to the seizure by authorities and other costs related to the seizure, which the Car Rental Company shall confirm with a delivery order and/or invoice. The costs resulting from the official seizure of Vehicles financed by the Car Rental Company or operated in a lease-back arrangement shall also be borne by the Renter until the date of return of the Vehicle.

- 18. Any breakdowns that may arise during the rental can be repaired exclusively in a repair shop specializing in the repair of vehicles of the same type as the Vehicle, so-called 'specialist service'. The costs incurred as a result of the repair shall be borne by the Car Rental Company, unless the breakdown is the result of the Renter's (or User's) improper use of the Vehicle or other breach of contract by the Renter (or User). The Renter or User must report the service request to the Car Rental Company immediately on the phone number of the Sixt Assistance service and request prior written consent to carry out the repair, which is only authorized at the place indicated by the Car Rental Company. Damages resulting from the failure to call in accordance with this point shall be borne by the Renter.
- 19. In the event that the Renter fails to fulfill any of his payment obligations under the Rental Agreement, they are obliged to pay late interest to the Car Rental Company on the amount of the resulting debt for the entire duration of the delay equal to twice the current central bank base interest rate. If the Renter does not fulfill their payment obligation within 60 (sixty) days after the payment deadline, the Car Rental Company becomes entitled to disclose the fact of the debt, and the Renter is obliged to reimburse the Car Rental Company for all legal and other costs related to this matter.

ACTIONS NECESSARY IN THE EVENT OF AN ACCIDENT

- 20. In the event of an accident involving up to two vehicles, the Renter (or User) is obliged to provide the European Accident Statement properly completed. In the case of disputed responsibility between the parties, due to a lack of documents or an obstacle to document verification, involving a foreign or public vehicle, or in the event of an accident involving more than two vehicles or involving personal injury, the Renter (or User) must immediately request police action and request a certificate from the acting police officer that they must hand over to the Car Rental Company immediately. Leaving the scene of an accident involving personal injury is against the law.
- 21. The Renter or User must immediately notify the Car Rental Company (Sixt Assistance service) of the occurrence of the accident by phone or in another suitable way. The notification must state the technical condition of the Vehicle and, at the Car Rental Company's request, describe the circumstances of the accident in detail, indicating any witnesses. The Renter (or User) is also obliged to provide the correctly fill out a damage report form and an accident report form, and send the documents to be filled out according to this point to the Car Rental Company within 1 (one) day after the accident. In the event of failure to do so, the Car Rental Company is entitled to make copies of the personal documents and identification cards necessary for the settlement of claims, to which the Renter or User consents in advance.
- 22. The Renter (or User) is under no circumstances entitled to leave a Vehicle immobilized as a result of the accident, and, if necessary, is obliged to ensure the proper and sufficiently safe custody of the Vehicle.
- 23. After reporting the claim, the Car Rental Company contacts the relevant insurance company to settle the claim.
- 24. The Renter (or the User) is obliged to make the Vehicle available to the Car Rental Company and/or the insurance company in order to carry out the claim procedure and/or the necessary repairs.
- 25. If the Renter or User violates the provisions of points 20-24, such as reporting the accident late or providing false information, they may be held responsible for the full damage and other consequences incurred as a result of the accident.

IN CASE OF THEFT AND OTHER DAMAGE

- 26. In the event of theft of the Vehicle or its accessories, the Renter (or the User) must immediately notify the police and the Car Rental Company, file a report, and provide the Car Rental Company with the report, the damage report, the Vehicle's license and keys without delay. If the Renter cannot return for the starting key(s) and/or traffic permit, he/she may be fully financially responsible.
- 27. The Renter acknowledges that upon taking over the Vehicle, the responsibility for damage falls on the Renter, and therefore assumes responsibility for injuries and damage events that occur during the rental, regardless of the circumstances of their occurrence (for example, but not limited to elemental damage, damage caused by unknown pests, rodents).
- 28. The Renter (or the User) is obliged to notify the Car Rental Company immediately, preferably in writing, of any damage or failure (including the loss of accessories) related to the Vehicle or equipment rented along with the Vehicle (WIFI, child seat, navigation equipment, etc.).

REPLACEMENT VEHICLE SERVICE

- 29. In the event that the Vehicle breaks down within the territory of Hungary and becomes immobilized at the same time or as a result of a damage event, the Car Rental Company is obliged to provide the Renter with a replacement vehicle within 8 (eight) hours, free of charge or for a fee, based on a separate agreement concluded with the Renter. The Car Rental Company is not responsible for property damage or non-property damage in connection with the breakdown. The cost of the replacement car can be fixed in the current individual agreement between the Renter and the Car Rental Company.
- 30. If the Vehicle becomes immobilized outside of Hungary, but in a foreign country belonging to the SIXT network, in which the Car Rental Company has authorized the use of the Vehicle, the Car Rental Company is obliged to provide the Renter with a replacement vehicle within 24 (twenty-four) hours free of charge or for a fee.
- 31. The Car Rental Company is entitled to refuse to provide the replacement car service in the following cases:a) In the event of any damage caused by the Renter's (or the User's) blameworthy conduct, after examining all the circumstances of the case.
 - b) If the Vehicle is/was not driven by the person in accordance with the Rental Agreement.
 - c) If the Renter does not use the Vehicle in a country permitted by the Rental Agreement.
 - d) If the Renter does not use the Vehicle during the rental period according to the Rental Agreement.
 - e) If the Renter does not comply with the payment conditions, for example, they do not have sufficient cover
 - to pay for the items included in the Rental Agreement or a credit card problem arises.
 - f) In case of committing a crime.

LIABILITY

- 32. The Renter and User are jointly and severally responsible for the fulfillment of the obligations specified in these General Terms and Conditions and the Rental Agreement towards the Car Rental Company.
- 33. By signing these General Terms and Conditions, the Renter consents to the Car Rental Company recording and managing the Renter's personal data obtained in connection with the Rental Agreement, in connection with the legal relationship existing between them, for the purpose of its performance, including those owned by the Car Rental Company, in a legal relationship with the Car Rental Company, or handing it over to a person carrying out advertising or marketing activities towards the Car Rental Company's business partners.
- 34. The Renter guarantees that the person concerned with the personal data provided by them to the Car Rental Company has consented to the data processing by the Lessor.
- 35. The personal data provided by the Renter are necessary for the performance of the Rental Agreement between the parties, this circumstance is the legal basis for data management by the Car Rental Company.
- **36.** By signing the Rental Agreement, the contracting parties declare that all points and conditions of the General Terms and Conditions were available on the <u>www.sixt.hu</u> website with a time stamp in advance and that the Renter had the opportunity to familiarize themselves with the content of the General Terms and Conditions before signing the Rental Agreement. The Renter declares that they have read and accept the content of the General Terms and Conditions before signing the Rental Agreement. The Renter declares that they have read and accept the content of the General Terms and Conditions before signing the Rental Agreement. In addition, the Renter declares that the Car Rental Company has informed them of the terms of these General Terms and Conditions, which differ significantly from the usual contractual practice, the provisions of the Rental Agreement, or a previously applied clause between the parties, and that these terms and conditions are not included in these General Terms and Conditions expressly accepts it by signing it.

INSURANCE

37. The Renter agrees that if the Car Rental Company temporarily fulfills its obligation to provide a replacement car, or the need for a vehicle indicated in the Renter's legal declaration for the conclusion of the Rental Agreement, with a vehicle not operated by the Car Rental Company, they are entitled to use a third party as a subcontractor,

in which case the Vehicle's liability insurance and protection packages related conditions are governed by the insurance conditions in force in the case of the vehicle actually used.

38. The rental price of the Vehicle includes the mandatory liability insurance. The Renter can request further information from the Car Rental Company about the conditions of the mandatory liability insurance (especially the exceptions, exclusionary reasons and additional costs).

The Renter or User is responsible for any damage caused to the Vehicle during the rental period, as well as for any other damage, the circumstances of which it has no knowledge of (e.g. damage caused by an unknown vandal). the Renter (or User) must file a police report. In the event that the insurance company contracted with the Car Rental Company (if any) refuses to compensate for the damage due to the fact that the circumstances related to the insured event that occurred during the lease cannot be traced to the Renter (or User) or due to some other circumstance arising within the scope of the Renter's interests, the Car Rental Company becomes entitled to enforce damages not compensated in this way against the Renter (or User).

According to this point and in the event of any damage (for example, damage, total loss, theft), based on the Car Rental Company's decision, the repair calculation provided by the Car Rental Company's damage catalogue (which is available on paper at the Car Rental Company's offices and electronically on the website <u>www.sixt.hu</u>) or by the Car Rental Company's repair partner and the individual settlement between the parties will take place based on the conditions included in the lease agreement and its related documents. The Renter accepts and acknowledges that the Car Rental Company is not obliged to have the Vehicle repaired and prove this with an invoice, but is entitled to sell the Vehicle with a loss in value due to the damage suffered.

LIMOUSINE SERVICE

- 39. In the case of the limousine service (hereinafter the "Limousine Service") provided by the Car Rental Company (hereinafter the "Service Provider" in this chapter), the provisions of the General Terms and Conditions shall be applied accordingly with the deviations contained in this chapter. As part of the Limousine Service, highly qualified, continuously trained, fluent English-speaking drivers with impeccable appearance are available to customers with full discretion, providing premium and business vehicles, especially for city and airport transfers, weddings, and longer business or family trips. Additional comfort accessories can be ordered for the Limousine Service, especially a Hungarian and English language newspaper, mineral water, other unique preparations and a WIFI connection.
- 40. The Service Provider is obliged to comply with the rules of road traffic (KRESZ), so in the event of a customer's instructions to the contrary, the Service Provider's representative may refuse to do so, and the customer may not make any claims or complaints as a result. The Customer acknowledges that the Service Provider may refuse customer instructions and requests that endanger the personal and property safety of the Vehicle and its occupants. The driver has the right to refuse any request that is aimed at breaking or not complying with the rules of any law, regulation and/or KRESZ. The Service Provider may refuse to transport the customer or his passenger if their behaviour does not meet the expected standards (e.g. excessive alcohol influence or the influence of other mind-altering substances; soiled clothing, disturbing or hindering the driver in driving the Vehicle at night).
- 41. The Service Provider undertakes professional passenger transportation with a technically impeccable Vehicle that complies in all respects with the requirements of the KRESZ and the relevant legislation. During the service, the Service Provider provides the customer with drivers who are also responsible for the safety of the occupants of the Vehicle. The service provider ensures the appropriate training of the drivers, and also undertakes that the drivers have appropriate professional qualifications and language skills.
- 42. The contracting parties agree that the Service Provider is entitled to use a subcontractor to fulfill the order.
- 43. The service provider declares that it has the appropriate/necessary insurances (e.g., liability insurance, mandatory insurance). As specified in the service contract, the service provider may charge other fees (e.g. in case of early termination), which the customer undertakes to pay.
- 44. The Service Provider is not responsible for delays due to road traffic (e.g. road closures, congestion, accidents, etc.) and the address not properly communicated by the customer. The service provider assumes no responsibility if the order cannot be fulfilled due to Force Majeure (e.g. shutdown due to earthquake, flood, fire, windstorm, other serious natural disaster or disaster, war, rebellion, revolution, riot, civil war, insurrection, nationwide or large-scale strike etc.). The Service Provider reserves the right, in the event of Force Majeure, to transfer a Vehicle of a higher category to the Vehicle category ordered by the customer (if the ordered category is not available e.g. due to an accident or technical failure), with the provision that in such a case the service fee will be is determined based on the vehicle category originally ordered.
- 45. The Service Provider is entitled to carry out the financial qualification of the customer in advance and is entitled to ask the customer for a deposit proportionate to the value of the order to cover the service fee, other fees, costs and possible damages.

- 46. If the individual rental contract does not provide otherwise, the customer has the right to cancel the order no later than 24 hours in advance. If the cancellation takes place within 24 hours of stopping the Vehicle, the Service Provider is entitled to invoice the customer for 50% of the service fee and other costs calculated on the basis of the confirmed order under the title of compensation, if the individual rental contract does not provide otherwise.
- 47. The provisions of this chapter shall be properly applied to the chauffeur service provided by the Service Provider (hereinafter the "Chauffeur Service") with the deviations contained in this point. The content of the Chauffeur Service is the same as the content of the Limousine Service, with the following differences: a. The Service Provider does not provide the Customer with a Vehicle,

a. The Service Provider does not provide the Customer with a venicle,
b. The Service Provider or the driver provided by them may refuse to transport the customer or their passenger if the driver is prevented from driving the Vehicle or otherwise disturbed,
c. The service provider is not responsible for the technical condition of the vehicle provided by the customer and for the resulting damages, as well as for the insurance of the motor vehicle (e.g. compulsory liability insurance, CASCO),

d. additional comfort accessories cannot be ordered.

FINANCIAL PROVISIONS

- 48. The Renter is obliged to pay the rental fee determined at the time of signing the contract, proportional to the daily fee or monthly fee, until the Car Rental Company and the Renter jointly declare the return of the Vehicle by completing an online or paper-based handover statement.
- 49. If, upon handing over the Vehicle, the Renter does not confirm and accept the rental documentation by signing it, but starts using the Vehicle, the settlement will be based on the conditions included in the written Vehicle order.
- 50. At the end of the rental (following the conclusion of the Rental Agreement), the Renter is obliged to pay their debt according to the Rental Agreement within 8 (eight) days, regardless of whether they received the invoice or not, since the rental event has taken place, unless the individual rental, or otherwise referred to in the framework contract.
- 51. In the case of the same Vehicle rental event, if the Vehicle is not returned and taken back by the Car Rental Company, i.e. the rental event is not interrupted, however, due to technical or administrative reasons, the original, signed contract is replaced by a subsequent contract with the same content, then the new contract is the Renter's accept it as valid even without your signature.
- 52. Based on the request of the Renter, the Car Rental Company provides the Renter with a copy of the invoice that is identical to the original, the fee of which is EUR 25 + VAT or HUF 10,000 + VAT.

TECHNICAL CONDITIONS

- 53. The Renter is obliged to make the Vehicle available for the technical inspection prescribed by the manufacturer at the place and time specified by the Car Rental Company. In the case of subsequent completion or non-completion of the maintenance due to the Renter's fault, the Renter is obliged to pay the amount of HUF 300,000 + VAT as flat-rate compensation, in addition to this, an additional HUF 10,000 net for every 100 km started, to the Car Rental Company due to the loss of the Vehicle's manufacturer's warranty.
- 54. The Renter is obliged to provide the current odometer reading of the Vehicle by e-mail or SMS every month for the kilometres specified at the time of the contract or for rentals exceeding 30 (thirty) days, which is also essential due to the observance of the mandatory maintenance periods. If the Renter does not fulfill this obligation, the Car Rental Company is entitled to invoice the Renter for an administration fee in the event of any default, and after exceeding the required km amount, the km fee specified in the individual rental contract as an overrun fee, and is also obliged to pay all kinds of damage caused by the exceedance, including the manufacturer's or costs incurred due to the loss of the mobility guarantee, as well as loss of value.

MISCELLANEOUS PROVISIONS

- 55. The Renter agrees that the written notices addressed to the Renter by the Car Rental Company, in particular the payment notices, may at the choice of the Car Rental Company be sent by post or by electronic mail (email), with the fact that the notices and messages sent in electronic form are considered delivered on the third working day after sending.
- 56. The Rental Agreement is concluded between the Renter and the Car Rental Company.

- 57. The invalidity of one or more clauses of these General Terms and Conditions does not affect the validity of the remaining clauses or of the Rental Agreement as a whole.
- 58. In case of settlement of possible disputes between the contracting parties in relation to the Rental Agreement and the General Terms and Conditions, the contracting parties submit themselves - in matters falling under the jurisdiction of the district court - to the Budapest II. and III. The exclusive authority of the District Court, which jurisdiction clause was individually negotiated by the contracting parties.
- 59. All legal disputes arising from the Rental Agreement are governed by Hungarian law.
- 60. The General Terms and Conditions of the Rental Agreement effective at the time of its entry into force and published on the Car Rental Company's website, with a time stamp, govern the entire duration of the Rental Agreement, unless the parties agree otherwise.
- 61. The Renter has familiarized himself with the General Terms and Conditions and declares that they accept the data protection information available at https://www.sixt.hu/adatvedelem/ and the General Terms and Conditions available at https://www.sixt.hu/adatvedelem/ and the General Terms and Conditions available at https://www.sixt.hu/adatvedelem/ and the General Terms and Conditions available at https://www.sixt.hu/pages/felhasznalasi-feltetelek/.
- 62. The Renter expressly acknowledges that the Car Rental Company can provide the Vehicle with a GPS-based tracking system, which can record the location, route and speed of the Vehicle. By signing the Rental Agreement, the Renter accepts that the Car Rental Company can extract data from the tracking system and that these data are protected by the EUROPEAN PARLIAMENT AND It is stored in accordance with the requirements of the COUNCIL REGULATION (EU) 2016/679 of April 27, 2016 (general data protection regulation), and used if necessary.

Last updated: 21.09.2023