General Terms and Conditions

These General Terms and Conditions shall apply to the contracts to be executed by the following companies using the *FOX Autorent* brand name (hereinafter referred to as the Lessor):

- **FOX Autorent Magyarország Kft. – 1073 Budapest, Erzsébet krt. 73-79. HUNGARY**
- **FOX Airport Services GmbH. – 1030 Wien, Fred-Zinnemann-Platz 4. ÖSTERREICH**

The Lessor leases to the lessee (hereinafter referred to as the Lessee), the person named in the Motor Vehicle Rental Contract (hereinafter referred to as the Rental Contract), the motor vehicle, specified in the Rental Contract (hereinafter referred to as the Rental Car) subject to the following terms and conditions:

I. General Terms and Conditions

1. The Lessor and the Lessee (together referred to as the Contracting Parties,) by signing the Rental Contract, undertake mutually to comply with the provisions of said Contract and this General Terms and Conditions (hereinafter referred to as "GTC") forming and appendix of the Contract.

2. The Rental Contract shall come into existence upon signing thereof by the Contracting Parties. No representations or amendments concerning the Rental Contract and the GTC – hereinafter together referred to as the Contract – other than those included in the Contract – shall be valid unless made in written form.

3. In the event of the inclusion of any false data in the Contract, or the non-compliance with the provisions included in the Contract, the Lessor shall be entitled to terminate the Contract with immediate effect.

4. If the Lessee is not a natural person, the Rental Contract may be signed on behalf of the Lessee as a legal entity by a person or persons, being in the possession of an extract from the company register and a specimen signature. When this is not the case, the signatory of the Rental Contract shall be considered the Lessee as a private person,

5. The Lessor shall be entitled to terminate the Contract with immediate effect in the event that:

a, the Lessee breaches the Rental Contract;
b, the Lessee fails to comply with its payment obligations set forth in the Contract by the deadline, (and fails to settle the same despite the written notification by the Lessor either), or the necessary cover is not available on the bank card provided by the Lessee for the fulfilment of its payment obligations (e.g. in case of extension etc.).

c, the Lessee fails to return the Rental Car – without justification – within 24 hours upon termination of the Contract.

6. The Parties set forth that the Lessor shall be entitled to exercise its right of termination based on the reasons specified in Clause 5 of the Contract by unilateral written declaration sent to the address/e-mail address for service given by the Lessee in the Rental Contract. The Lessor at the same time shall give short notice as well of the sending of such termination to the Lessee's contact address set forth in the Rental Contract. The termination by the Lessor shall be valid even in case due to any reasons the Lessee cannot be contacted at the address given by the Lessee;

failing to do so shall not affect the validity of the written termination of the Contract.

7. The Lessee acknowledges that should the Rental Contract be terminated for any reasons (notice, expiry or any other reason) the Lessee shall return the Rental Car to the Lessor by the deadline.

Furthermore, the Lessee also acknowledges that should the Lessee fail to return the Rental Car, or extend the Contract, and to justify the delay, respectively, within 24 hours upon termination of the Contract, the Lessor shall be entitled to take the following measures – either acting on its own authority if necessary – without further notice immediately:

a, to take possession of the Rental Car;

b, to report it to the police, or to ask for measures to be taken by the police or other authorities, if necessary. In such case, the Lessor shall be entitled to presume that the Lessee has committed the crime of embezzlement as regards the motor vehicle under Paragraph 317 of the Criminal Code, and shall be entitled to have a warrant put out.

The Lessee shall bear all costs possibly arising in association with such measures.

The Customer is informed that the vehicles are tracked 24/7 by Fox Autorent using GPS tracking system. The purpose of this tracking is the protection of the rental vehicle and also obtaining its exact location in case of accident, damages or technical malfunction.

The renter may leave the territory of the Republic of Austria or Hungary with the vehicle, only upon paying a Cross border fee to cover the related costs. The renter is aware of a security GPS locator system installed in the rented vehicle, which monitors the vehicle's position at any time. The GPS locator will send immediately a signal upon entering any country, and will invoice immediately the relevant fee in case of an illegal border crossing.

II. Use of the Rental Car, and the Lessee's Liabilities

1. The Rental Car may only be driven by the Lessee him/herself, who is at least 19 years old and possesses a minimum 1-year-old driving licence, written in Latin characters, or by a person, designated in the Rental Contract, meeting the same conditions. The Lessee shall undertake full and exclusive responsibility for the condition of the motor vehicle when returning it, even in case the motor vehicle is driven by another person, named by the Lessee. A driving licence, printed in non-Latin (Arabic, Chinese, Japanese, Cyrillic, etc.) characters shall be valid together an international licence only.
2. The Lessee acknowledges that the use of the Rental Car shall be prohibited in the following ways and for the activities set forth below:

a, To drive under the influence of alcohol or drugs, or to let another person to drive under the same influence.

b, To commit indictable offences with the Rental Car, especially to use it for freight transport contrary to the customs rules or for illegal passenger transport. For crimes like this or equal as this, Lessee shall be held responsible to pay 3000 Euros.

c, Smoking in the Rental Car is prohibited, in case of the infringement thereof (tobacco smoke odour is perceptible, tobacco ash residues in the passenger compartment) the Lessee shall pay to the Lessor **EUR 300** as flat rate compensation when returning the Rental Car. The Lessee shall

make good all damages caused by smoking (interior trim injury, deodorising, cleaning).

d, The Lessee shall not use the Rental Car for racing and/or for testing purposes or training related thereto, or for towing another vehicle.

f, Furthermore, the Rental Car shall not be used for business-like passenger or freight transport.

g, The Rental Car shall not be rented out to any third parties.

3. Border crossing with the Rental Car, regardless of which country the Rental Car was received in, will be allowed with the written consent of the Lessor and subject to the payment of special charge. In case of unauthorised border crossing the Lessee shall pay a surcharge of **EUR 300**.

4. Scope of Legislation to be Complied with by the Lessee, and the Consequences of the Infringement Thereof

The Lessee shall:

a, comply with both the Hungarian and foreign legislation, especially but not exclusively, the provisions included in the traffic regulations (KRESZ – Highway Code).

b, During the rental, the Lessee shall act with generally expectable care, and operate and use the Rental Car with proprietary solicitude.
Except for the items specified in the Contract, the Lessee shall bear all costs arising from the use of the Rental Car (e.g. fuel costs, parking charges, tolls, garage rents, fines, etc.), and undertake liability for damages associated with the possession of the Rental Car (e.g.
impairment of the Rental Car, damages caused in the Rental Car by any third party, etc.) during the term of the Contract.

The Lessee acknowledges and expressly agrees that the Lessor shall be entitled to enforce against the Lessee such fines, surcharges, etc. payable by the Lessee in the same manner as the collection of the rental fee, even following the termination of the rental as well.

The Lessee acknowledges that the Lessor shall handle his/her data within the limits of the legislative authorisation and shall not disclose those unless it is necessary – in case of the imposition of administrative fines, enforcement of parking fees, surcharges, request of any authority concerning the person who has committed any traffic offences – to deliver such data to any competent authority.

III. Rental Term, Handling over and Returning the Rental Car

1. The Rental Contract shall comprise the rental term, as well as the time of commencement and end of the rental. In the event of a counter handover, the Lessor hands over the vehicle to Lessee on the basis of the Technical Condition Sheet, which is an integral part of the individual rental agreement. Lessee is required to personally check the condition of the vehicle when taking it over. If Lessee notices any damage to the vehicle, he or she must immediately inform the representative of the Lessor present and ensure that the damage is recorded in writing or in another form (photograph). Any damage resulting from his or her failure to do so shall be borne by Lessee. By signing the Technical Condition Sheet, Lessee acknowledges that Lessor has handed over the vehicle to him or her in an adequate technical and aesthetic condition, suitable for intended use under these GTC, filled up with lubricant and fuel, and equipped with the necessary accessories and documents required by law.

If the rental of the vehicle is ordered in advance by Lessee and confirmed by Lessor, Lessor will lease to Lessee the vehicle of the category specified in the order at the start of the rental period. If, at the start of the rental period, a vehicle of the given category is not available, Lessor will provide Lessee with a vehicle of at least the same or a higher category for the rental fee of the vehicle of the category originally ordered.

In the event of a counter handover, upon the conclusion of the individual rental agreement any legal entity, as Lessee, shall present the original specimen signature of the person authorised to sign on behalf of Lessee. The person who takes over the vehicle on behalf of Lessee shall prove his or her right of representation by means of a power of attorney set in a private deed of full probative force.

2. The rental term shall be minimum 24 hours, or the multiple thereof. When returning the Rental Car, in case of a delay exceeding 1 hour, the Lessor will charge a further rental fee of one full day that the Lessee shall pay. A Rental Fee of one full day has to be paid also as Rental Fee if the rental term is less than 24.

3. At the commencement time of the rental period the Lessor shall hand over to the Lessee the Rental Car together with all documents and necessary accessories thereof. The Contract, an appendix of which is the Motor Vehicle Condition Report, comprising also information as regards the condition of the car, as well as any possibly available supplementary agreements and information materials, shall be signed not later than at the time of handing over the Rental Car.

4. The Lessor shall honor the Contract with expectable care, however may not be held liable neither in case of delay occurring when handing over or returning the car nor in case of the frustration of the Contract.

5. Upon expiry of the rental term, set forth in the Rental Contract, the Rental Car, as well as the equipment, accessories and documents thereof shall be returned at the Lessor's place of business, specified in the Rental Contract, at the time specified therein, in clean and generally expectable condition.

6. The Lessee shall return the Rental Car with a fuel level equivalent to the fuel level at the time of the handing over. In case of missing fuel the Lessee shall pay the price of the missing quantity to the Lessor. The Lessor will either refuel the motor vehicle, the cost of which, together with the administration fee, shall be charged and passed on to the Lessee, or determine the missing quantity on the basis of the value shown by the fuel level indicator and the fuel tank capacity specified by the manufacturer of the vehicle, and in such case it
shall be charged and passed on to the Lessee at a price of **3 EUR / litre**. In addition to this, the administration fee shall be 40 Euros for the misfuelling.

7. When returning the Rental Car the Lessor shall inspect:

a, the Rental Car and the accessories thereof; then

b, record any new injuries, damages and deficiencies that possibly occurred; and c, the presence

or absence of the documents belonging to the Rental Car.

The Lessee **shall undertake full liability for damages** for the new injuries, damages and deficiencies of the Rental Car (e.g. documents, license plate, ignition key, etc.). The Lessee's financial responsibility arising therefrom may be reduced or eliminated only in cases provided

for in the Contract (e.g. by way of purchasing extra insurance).

8. If the ignition key and/or the registration certificate is returned with delay as compared to the return date of the Rental Car, in case of a delay exceeding 1 hour the Lessee shall be responsible for the reimbursement of fees and costs according to and as set forth in sections III./13 and 14 of this GTC.

9. If at the time of returning the Rental Car the Lessee returns it in dirty condition, or any other circumstances arises (e.g. returning at night, or in a garage, or in premises without lighting) on account of which the Lessor is unable to examine the Rental Car when returning it, the Lessor shall be entitled to repeat the vehicle health check on the Rental Car within 24 hours following the return thereof without the presence of the Lessee. The Lessee's financial responsibility and liability for damages shall continue to exist even if the Lessee is unable (because he/she is not present) or unwilling to sign the Rental Contract, concerning the Rental Car, when returning it. If any injury or damage has occurred in the Rental Car that, due to its nature, cannot be detected when returning it (e.g. running gear or motor damage, etc.), the Lessor shall have the possibility to enforce its right to charge the costs of repair of such injury or damage towards the Lessee within 72 hours by sending a written notice to his/her electronic mail address, specified in the Rental Contract.

10, The Lessor shall be entitled to carry out a vehicle health check on the Rental Car within 24 hours after closing the rental, and as regards of defects, occurring as a result of the Lessor's fault or due to any reasons attributable to the Lessee's omission/negligence, the Lessee shall pay to the Lessee all repair costs, damages and other charges, certified by the Lessee with repair calculation, invoice, or damages expert's opinion, subject to the terms and conditions of the Contract.

11. When handing over the Rental Car, the Contracting Parties shall certify the condition of the Rental Car, existing at the time of handing over, by their signature put to the form to be applied for such purpose, so, if according to it any new injury or damage has occurred in the Rental Car until the time of return, and the Lessor has laid down it at the time of return – or
within 24 or 72 hours in cases referred to above – in a written record, the Lessee shall pay the compensation, excess and other charges due to the Lessor under the Contract.

12. The Lessee may request the extension of the rental term, or extra services in writing only, not later than 24 hours before the expiry of the rental. The Lessor shall declare in writing that it approves the extension of the rental term, as well as the provision of extra services. In case of extension the Lessee shall undertake to settle the Lessor's effective rental fee, corresponding to the Rental Car category, published on the www.foxautorent.com website, for the period of such extension. If extension is requested, the Lessor shall be entitled to call upon the Lessee to show the Rental Car. Any possible costs related thereto shall be borne by the Lessee. The Lessor shall be entitled to reject the request for extension without justification; however, the Lessee may not raise any claim for compensation as regards thereof. Should the Lessor reject the request for extension and fail to send a written confirmation of the acceptance of extension, the Contract will be terminated on account of expiry, and the Lessee shall return the Rental Car to the Lessor at the place and time specified in the Rental Contract.

13. Should the Lessee return the Rental Car after the return deadline without the Lessor's consent, the Lessee shall pay to the Lessor fee for the use, the amount of which shall be the double of the Lessor's effective daily rental fee, corresponding to the Rental Car category,

published on the www.foxautorent.com website, for the period between the expiry of the Rental Contract and the return of the Rental Car.

14. In case of return with delay or extension without consent, the Lessee shall become responsible for all damages arising in the Rental Car following the expiry of the Rental Contract. In such case – if the Rental Contract comprised any extra insurance – the insurance will be terminated, consequently the Lessee shall reimburse the amount of all the damages (breakage, theft, etc.) occurring in the Rental Car. In addition to the aforesaid, the Lessee shall reimburse all costs of the Lessor arising from the late return of the vehicle (transport and quest of the Rental Car, penalties) and the Lessor's lost profit.

15. Following a preliminary consultation the Lessor may provide opportunity to hand over and return the Rental Car outside of the working hours of the Lessor's place of business, the charge of which shall be

FOX Airport Services GmbH. - 51 EUR / occasion

FOX Autorent Magyarország Kft. - 42 EUR / occasion

IV. Helpdesk, Assistance Services

1. The Lessor shall provide Assistance Services to the Lessee for the rental period, upon request of the Lessee, subject to the terms and conditions of the Rental Contract and in return for charges set forth in the Rental Contract.

Standard Assistance Services – the gross daily charge: **EUR 3**

It will cover the 0-24 availability of the emergency number and the organisation of necessary services in cases set forth below. The Lessee shall reimburse the costs of services and car parts ordered through such telephone number, certified with invoices or repair calculations.

2. The Lessor shall provide Assistance Services for the Lessee on the territory of the following countries only: Hungary, Austria and Slovakia.

3. The Lessee may order assistance within the frame of the Assistance Services only and exclusively through the +36704554001 telephone number.

4. The Lessor shall provide assistance as regards the request for assistance reported through the +36704554001 telephone number within the following time limits:

a**, In the territory of HUNGARY:** within 8 hours;

b, **In the territory of HUNGARY, BUDAPEST:** within 3 hours;

c, **In the territory of AUSTRIA:** within 12 hours;

d, **In the territory of SLOVAKIA:** within 12 hours.

For other countries (outside of Hungary) within 24 hours.

In case of calls incoming outside working hours such time limits shall apply from 8:00 a. m. on the next day.

5. The Lessor shall provide assistance within the frame of services in the following cases:

a, **In case of a traffic accident**, the Lessor shall organise the transport of the unserviceable motor vehicle, provide replacement vehicle (if other conditions render it possible) and advise.

b, **In case of technical failure,** the Lessor shall organise the repair and/or the transport of the unserviceable motor vehicle, provide replacement vehicle (if other conditions render it possible) and advise

c, **In case of empty fuel tank**, the Lessor shall provide assistance to the delivery of 5 liters of fuel (95 octane petrol, or diesel) to the vehicle and to the filling of the tank with it.

d, **In case the ignition key is lost or closed in the vehicle,** the Lessor shall provide assistance to the delivery of spare ignition key to the vehicle making it serviceable with it.

e, **In case of puncture**, the Lessor shall provide assistance to the delivery of spare tyre to the site (if necessary), to the transport of the vehicle (if necessary), and fitting the tyre.

6. If the ignition key of the motor vehicle is lost or damaged the Lessee's liability shall continue to exist according to section V./7.

7. Should the Lessee decide not to purchase additional assistance services (Standard) when taking over the Rental Car, the Lessee shall pay to the Lessor **EUR 100 per occasion** gross charge for the organisation of any assistance services ordered by the Lessee (through telephone, in writing or face to face) subsequently, furthermore the Lessee shall reimburse all costs incurred by the Lessor as regards the organisation and provision of any assistance services, transport, servicing or parts.

V. Insurance

1. The Rental Fee, specified in the Rental Contract, always includes the premium of the obligatory third party liability insurance required by law.

2. The Rental Fee will contain extra insurance* (CDW, SCDW, TP) in case such fact has been indicated in the Rental Contract. In case of damages covered by Extra insurance* the Lessee's liability extends only to the excess specified in the Rental Contract, except for the
cases set forth in the Contract. The Rental Contract shall provide for the limit of excess. Such excess may be multiplied and is to be paid as many times as many times injuries occur in the Rental Car as a result of different damage claims. If the Rental Fee does not contain extra insurance*, or the company providing the insurance does not reimburse the Lessor for the damages due to any reason attributable to the Lessee (e.g. drunk driving, etc.), the Lessee shall reimburse the full value of the damage that occurred in the Rental Car. In case of total loss the excess shall be equal with the excess to be paid in case of car theft.
In Hungary / Austria, various types of insurance can be purchased for rented cars. In Hungary / Austria all motor vehicle operators must have compulsory liability insurance (third party insurance) in case the lessee causes damage to another vehicle. It follows that the car rental fees always include the mandatory liability insurance. Please note that in case of theft or total damage, the maximum deductible is EUR 5000 or 10% of the value of the car. The Customer is responsible for any damage caused to the vehicle under unknown circumstances (e.g. damage caused by an unknown culprit) during the rental. In the event of the car being broken into or stolen, the Customer must file a report at the nearest Police Station to the scene of the crime. If the customer does not have basic insurance against breakage and/or theft, or in case of theft, cannot present the car's original key and driving license, the resulting damage shall be fully reimbursed by the customer. The Renter's attention is drawn to the fact that the Customer is

responsible for new damages and injuries occurring during the rental period even after the car is handed over without signing the handover protocol. (e.g. in case of drop-off outside opening hours or if you do not wait for the inspection during collection.) In case of accident the insurance is valid only if the customer hands over the necessary and properly completed documentation for claims management to Fox Autorent Magyarország Kft. / Fox Airport Services GmbH (Blue-Yellow Accident Report, Damage Report, Police report, Driver's license copy or Data declaration and Traffic Licence of the car.)

3. The Casco insurance shall be invalid in case of any breach of contract, communication of any false or misleading data, as well as if at the time of the occurrence of damage the Rental Car was not driven by the person named in the Rental Contract. In such case the Lessee shall bear responsibility for full compensation.

4. The extra insurance does not extend to glass damages (gravel impact damage, cracks, shattering), rim damages and tyre damages, occurring in the Rental Car, as well as to the damages occurring in the interior and luggage compartment of the Rental Car, or the damages occurring on the bottom plate and in the parts underneath thereof, not arising from accident, as well as the abandoned or lost accessories. The Lessee shall reimburse such damages, as well as the relevant administration charges, listed in Section VIII. 4. m, to the
fullest extent. In the aforesaid cases the Lessee's liability may be mitigated by the purchase of specific insurance policies*.

**Conditions and contents of extra insurance policies are shown in the Lessor's current advertisements (in the office premises and on the website). Such policies may be taken out only and exclusively at the beginning of the rental, for the entire rental period.*

5. In case of leaving the Rental Car unattended even for any short period of time whatsoever, the Lessee shall make sure that no valuables remain in the Rental Car. Otherwise, in case of breaking into the car, the Lessee shall bear all costs of damages occurring in the Rental Car, and the insurance shall become invalid. The Lessor shall not be held liable for the theft of the Lessee's belongings, or the damaging thereof by any third person.

6. In case of theft damage, the Lessee shall undertake full responsibility for damages if the Lessee failed to return to the Lessor the registration certificate and the original keys of the Rental Car, or had a copy made of the key of the Rental Car. In case of indemnification resulting thereof, the Lessee shall reimburse to the Lessor the value of the Rental Car to be determined by official EUROTAX evaluation.

7. In case of losing the ignition key of the Rental Car, the Lessor shall notify the Lessor without delay, otherwise the Lessee shall undertake full liability for damages. Following the notification by the Lessee, the Lessor shall make arrangements for the replacement of the lock of the Rental Car, and for the procurement of a new ignition key; the Lessee shall reimburse all relevant costs.

8. Should any case of damage or injury occur to the Rental Car attributable to the Lessee's fault, the Lessee shall bear the costs of transporting the Rental Car (towing, breakdown service, etc.).

9. Upon the occurrence of a case of damage, the Lessor shall determine the amount of damage caused, and accordingly the amount of compensation (e.g. the excess) payable by the Lessee, on the basis of the documents certifying the costs of repair and restoration associated with the damage, as well as of the experts' opinions, invoices, the relevant repair calculations, or price quotations. By signing this GTC, both parties accept the objective compensation items included

in such document. The Lessee's liability for damages shall continue to exist even if the Lessor decides not to repair the injury that occurred in the Rental Car (e.g. sells the damaged Rental Car, or has it repaired later on, etc.).

Collision Damage Waiver Insurance (CDW)

CDW provides coverage in the event of an accident or injury up to the amount of the deductible per damage event for which the renter is responsible. The insurance does not cover damage to the windshield, wheel rims or tires of the rented vehicle, as well as damage to the passenger compartment or damage resulting from improper use. The amount of the deductible is different for each car category. If the renter does not accept the CDW, he is responsible for the full value of the car.

Reduced Deductible Collision Damage Waiver Insurance (RCDW)

You can halve the amount of your insurance deductible with this. The insurance does not cover damage to the windshield, wheel rims or tires of the rented vehicle, as well as damage to the passenger compartment or damage resulting from improper use. The insurance does not cover the total damage and the theft. The amount of the deductible is different for each car category.

Full Collision Damage Waiver Insurance (FCDW)

You can reduce your insurance deductible to 0 with this. The insurance does not cover damage caused in the passenger compartment of the rented vehicle or resulting from improper use and the total damage.

Tire and Glass Damage Insurance (TG)

With this insurance, you can reduce the deductible to 0 in case of damage to the tires, windshield, side windows and rear window. If the customer does not accept the Tire and Glass Damage insurance, then in case of damage, he is responsible for the full amount of the repair.

INSURANCE COVERAGE COMPARISON TABLE

AUSTRIA

Coverage / Feature	**Basic**	**Basic+**	**Medium**	**Medium+**	**Premium**	**Premium+**
Reduced deposit	✕	✓	✓	✓	✓	✓
Tires or Rims	✕	✕	✓	✓	✓	✓
Glass	✕	✕	✕	✓	✓	✓
Scratches	✕	✕	✕	✕	✓	✓
Dents	✕	✕	✕	✕	✓	✓
Price (per day)	Included	28,00 €	38,00 €	48,00 €	58,00 €	69,00€

DEPOSIT AMOUNTS BY CATEGORY

Vehicle Category	Basic	Basic+	Medium	Medium+	Premium	Premium+
I. B, B2, C, C1, C2, C3, D2	2500 €	1500 €	1300 €	1200 €	900 €	150€*
II. M, M2	3000 €	1800 €	1500 €	1400 €	1200 €	150€*
III. G, G2, L, L2	4000 €	2500 €	2000 €	1800 €	1400 €	150€*

Liability in case of total damage or theft: 5 000 € (applies to all categories)
*= Only the refuel amount is deposited.

The Excess amount of the vehicle equals to the deposit amount.
We reserve the right to offer a reduced security deposit to returning customers who have rented from us at least three times.

Hungary

Coverage / Feature	Basic	Basic+	Medium	Medium+	Premium	Premium+
Reduced deposit	✕	✓	✓	✓	✓	✓
Tires or Rims	✕	✕	✓	✓	✓	✓
Glass	✕	✕	✕	✓	✓	✓
Scratches	✕	✕	✕	✕	✓	✓
Dents	✕	✕	✕	✕	✓	✓
Price (per day)	Included	5,00 €	12,00 €	18,00 €	29,00 €	35,00€

DEPOSIT AMOUNTS BY CATEGORY

Vehicle Category	Basic	Basic+	Medium	Medium+	Premium	Premium+
I. B, B2, C, C1, C2, C3, D2	1000 €	700 €	600 €	500 €	400 €	150€*
II. M, M2	1200 €	800 €	700 €	600 €	500 €	150€*
III. G, G2, L, L2	1500 €	1200 €	900 €	700 €	600 €	150€*

Liability in case of total damage or theft: 5 000 € (applies to all categories)
*= Only the refuel amount is deposited.

The Excess amount of the vehicle equals to the deposit amount.

VI. Lessee's behaviour in Case of Accident and Other Case of Damage

1. Whenever any damage has occurred in the Rental Car, or any other event has occurred, as a consequence of which the Lessor incurred or might incur any damage or any other payment obligation, the Lessee shall

a, inform the Lessor immediately;

b, ask for police measures;

c, ask the police arriving on the scene to take a record of the incident;

d, provide for the safeguarding and placement of the vehicle at Lessor's expense, subject to prior consultation with the Lessor.

The Lessee shall give to the Lessor a copy of the police record taken.

2. The Lessee may not make any statement as regards the case of damage to any third party on behalf of the Lessor without the Lessor's written consent. The Lessee may not come to agreement, or make any statements or declaration of liability as regards the case of damage. Only the Lessor shall be entitled to initiate any rescue and repair measures which may be required.

3. In case of traffic accident, the Lessee shall properly complete a European accident statement (blue-yellow) and have it signed by each of the parties. In case the damage has occurred abroad, in addition to the aforesaid, the certificate of the foreign insurance of the party causing the damage shall also be attached (if the damage was not caused by the Lessee).

4. The Lessor undertakes to make a detailed accident report for the Lessor without delay not later than within 24 hours following the case of damage, as well as to cooperate with the Lessor as regards the administration necessary for the loss settlement by the insurance company (e.g. to complete the motor vehicle accident statement).

5. If the Lessee fails to comply with the aforesaid, the Lessee may be held financially liable to the fullest extent, and the insurance will become invalid even if the Rental Contract included an extra insurance).

6. If the Lessee fails to submit the documents necessary for the loss settlement within 24 hours following the occurrence of the case of damage, it shall reimburse the Lessor for all losses arising from the delays in repair and loss settlement.

7. Following the receipt of the abovementioned documents, the Lessor shall determine whether the Lessee has to pay any compensation, and what amount of compensation is to be paid as a result of the damage that occurred in the Rental Car. The Lessor shall notify the Lessee thereof in writing at the address set forth in the Contract.

8. Should the insurance company refuse to pay any compensation at all, or pay a reduced amount of compensation as regards a case of damage, due to any reason attributable to the Lessee (e.g. drunk driving), the Lessee shall pay to the Lessor the damages not reimbursed by the insurance company.

VII. Breakdown of the Rental Car

1. The Lessor undertakes to bear the costs of repairing the defects occurring in the Rental Car,

reported by the Lessee to the Lessor through telephone or in writing, provided that those occurred in the course of proper use (in compliance with the operational and traffic safety rules) Only the Lessor shall be authorised to have repairs done to the Rental Car, however the Lessee shall be allowed to have the Rental Car repaired, or any car parts replaced in an authorised car service workshop, without the specific consent of the Lessor, up to the amount of **EUR 20**. In case of replacing any car parts, the Lessee shall hand over the old car parts to the Lessor, otherwise the repair costs shall be borne by the Lessee.

2. In case of the failure of the Rental Car's odometer, the Lessor shall be notified immediately, and the repair has to be done without delay according to the Lessor's instructions.

3. The Lessee shall check the coolant level and the motor oil level of the Rental Car periodically, and report any possible problems concerning the coolant level, as well as the motor and transmission oil (leaking, freezing, etc.), arising during the rental. The Lessee shall be responsible for any damages occurring in the Rental Car due to the use of the Rental Car after the coolant or the lubricating oil has been leaked or frozen.

4. The Lessee undertakes to put the Rental Car at Lessor's disposal for the time of inspection and maintenance service recommended by the manufacturer. The Lessee shall notify the Lessor when the service interval of the Rental Car has reached its limit. Should the Lessee be not aware whether when the Rental Car will reach such service interval limit, it shall ask the Lessor about it. Should the performance of service (based on mileage or time) recommended by the manufacturer be omitted due to any reason attributable to the Lessee, the Lessee shall pay an amount of EUR 0.50 per km over the recommended mileage, or EUR 30 per day after the recommended time, as compensation, respectively. Should the intervals based both on mileage and time be omitted at the same time, such compensation shall be determined on the basis of both the number of kilometers and the number of days, and after comparing thereof, the higher amount is to be invoiced.

5. The Lessor shall not be held liable for any disadvantageous consequences suffered by the Lessee resulting from the failure, the improper, or inaccurate operation of the Rental Car or the accessories thereof.

VIII. Responsibility of the Lessee

1. The Lessee acknowledges that he/she shall undertake full liability for damages towards the Lessor as regards the injuries occurring in the Rental Car, if:

a, the Lessee drove the Rental Car under the influence of alcohol, drug and/or any other possibly narcotic remedies, furthermore

b, the Rental Car was not driven by the person appointed in the Rental Contract; c, another

vehicle was towed by the Rental Car, or

d, the Rental Car was used for car race, off-road tours, or in any other improper manner.

2. The Lessee acknowledges that he/she shall pay the following costs and charges incurred during the possession of the Rental Car:

a, any fines imposed on the Rental Car;
b, any charges incurred in the course of using the Rental Car (parking tickets, speeding tickets, road tolls, etc.), as well as the administration fees related thereto, or shall reimburse the same subsequently should a notification of any fine arrive subsequently. Some highway roads in Austria are not covered by our vignettes. It is the customer's responsibility to check out and pay for these special roads if necessary. In case of a police search, Lessor is obligated to give out the details of the Lessee and charge him/her a 20 EUR administration fee.

3, The Lessee shall use the Rental Car with fuel meeting the requirements concerning the engine of the Rental Car (diesel or minimum 95 octane petrol). To refuel a gasoline-operated vehicle purely with bioethanol/ethanol, or a diesel vehicle purely with biodiesel fuel is strictly PROHIBITED! The Lessee shall undertake full financial responsibility for any damages arising from the use of inadequate fuel. In case of non-compliance with the aforesaid, the Lessor shall be entitled to invoice towards the Lessee a non-recurring compensation of the rental car's category's basic excess amount, in addition to the incurred repair costs and administration fees.

4. The Lessee shall undertake full and unconditional liability for damages as regards all losses suffered by the Lessor on account of the non-compliance or the misapplication of the terms and conditions included in the Contract.

IX. Payment and Financial Conditions

1. The Rental Contract shall be concluded on the basis of tariffs included therein. The rental contract shall comprise of the rental fee, the payable costs, and in case of certain rental types, in addition to the aforesaid, the amount of caution money (security deposit, as well as the way of payment thereof.

The caution money (security deposit) serves as collateral for damages possibly caused by the Lessee to the Lessor, as well as for the Lessee's other debts. At the end of the legal relationship the Lessor shall settle accounts as regards the caution money towards the Lessee, except for the case of damage. The Lessor shall not pay interest on the security deposit.

In case of payment to be performed via credit card, the amount of security deposit shall be blocked on the Lessee's account – subject to the Lessor's consent – upon pre-authorisation request submitted to the Lessor's acquirer.

Failing to any agreement to the contrary, the Lessee shall pay the rental fee and costs, as well as the possible caution money in advance, or provide those through bank or credit card as deposit. The rents and other charges are included in the Contract. In case of fees determined in a foreign currency, the Contracting Parties shall assume the loss or profit arising from the changes in the exchange rate, and declare that they shall not claim those from the other party.

2. The rental fees, costs and any service charges, paid in advance, are not refundable, even in case the Lessee decides not to receive the services, or returns the Rental Car prematurely.

3. The Lessor shall not pay interest to the Lessee on the deposit placed with the Lessor, or for the transaction initiated by it as regards the blocked amount (deposit). Upon termination of the Contract and the settlement with the Lessee, if the Lessee has fulfilled his/her payment obligations to the fullest extent, the Lessor shall initiate the dissolution of the blocked amount on the bank card (deposit) by its financial service provider. The Lessor shall not be held liable for the factual time of dissolution of the blocked amount by the Lessee's financial institution.

4. By signing the Rental Contract, the Lessee irrevocably authorises the Lessor to debit the Lessee's bank or credit card with the amount of claim, or submit a debt collection as regards the Lessee's bank or credit card attached to the bank or credit account in order to recover the Lessor's claims (see the details in Section VIII/4). Should the aforesaid fail to result in success, the Lessor may initiate legal proceedings, liquidation proceedings or enforcement proceedings in order to recover its claims.

5. The following payment obligations shall be incurred by the Lessee, and/or the Lessee shall be subject to the following payment obligations, or liability for damages, respectively:

a, The Rental Fee concerning the Rental Car and the accessories thereof under contract, as well as other any fees related to the rental, respectively;

b, In case of failure to pay, or late payment of the fee, all legal, judicial, recovery and other costs, as well as the default interest specified by the Civil Code;

c, costs incurred by the Lessor as regards the preparation for and attendance at the court hearing (labour costs, preparation, compilation of case files) in Hungary: **HUF 20,000 + VAT per hour; in Austria: EUR 100 + VAT per hour;**

d, the delivery and return fees, unless otherwise provided for in the Rental Contract:

<u>In case of rental in Hungary</u>

- Individual pricing (To be negotiated prior to rental)

<u>In case of rental in Austria</u>

- Individual pricing (To be negotiated prior to rental)

<u>In the event of a car crash/malfunction, Fox Autorent will collect the car. The number of kilometers accounted is twice the distance from the FOX Autorent office to the location of the car.</u>

e, in case of rentals with limited mileage, unless otherwise provided for in the Contract, the payable surcharge of a net amount of EUR 0.80 per each kilometer of excess mileage. In case of rentals exceeding 30 days, unless otherwise provided for in the Contract, the mileage exceeding 3,500 kilometers shall be considered excess mileage.

f, the excess concerning the case of damage that occurred in the Rental Car, as well as the reimbursement obligation concerning any accident, theft or any other damages specified in the Contract.

g, the fee for cleaning the Rental Car, irrespective of the degree of contamination, amounting to **EUR 150,** if the Rental Car is returned in more contaminated condition than generally expected. When transporting animals, the cleaning fee shall be charged in all cases. Animals can only be kept in cages inside of the vehicle.

h, if any damage occurs in the upholstery and seat covers of the vehicle a fee of **EUR 350** as flat rate compensation, irrespective of the degree of damage.

i, the parking fees, road tolls and other charges, as well as any other penalties or fines imposed in connection with the use of the Rental Car.

j, in case of fuel missing when returning the Rental Car, the price of the missing fuel, as well as the refueling surcharge (see also Section m.).

k, surcharges payable as regards the losing any accessories, rented car extras, the documents and any other papers of the Rental Car, as well as the costs related to the replacement thereof.

l, compensation for damages occurring in the Rental Car, or in any accessories thereof as a result of the improper use of the Rental Car, or the breach of Contract, or for any other damage caused, and the excess to be paid under the insurance policy, on the basis of the repair invoice, repair calculation or any other calculation, price quotation or invoice.

m, the value added tax (VAT), as well as other taxes and duties, which are payable according to the law, included in the charges specified above. All the charges due to the Lessor, specified in this GTC, shall include the amount of VAT, unless otherwise indicated.

n, The Lessee shall also pay to the Lessor a further amount of **EUR 40** per occurrence, as administration fee, in addition to the payment obligations, specified in sections **g, h, i, and j** above, on account of administration of the aforesaid cases by the Lessor.

o, The Lessee shall also pay to the Lessor a further amount of **EUR 50** per occurrence, as administration fee, in addition to the payment obligations, specified in sections **f,** above, on account of administration of the aforesaid cases by the Lessor.

p, The Lessee shall pay to the Lessor a further administration fee, a net amount of **EUR 65 per occurrence**, in addition to the payment obligation specified in section **k** above, on account of administration of the aforesaid cases by the Lessor.

q, The Lessee shall pay an immobilisation fee should the Lessee cause any damage in the vehicle, should it concern either the external, internal, structural or mechanical parts thereof. Such immobilisation fee shall serve as the compensation for damages as regards the Lessor's loss of profit resulting from the unsuitability of the vehicle for rent on account of the damage thereof. Such immobilisation fee shall be a daily fee, to be determined by the Lessor on the basis of the number of days according to the time required for the repair in case the vehicle is damaged. The Lessor shall determine the required time of the repair on the basis of documentary evidence, or expert's opinions, invoices, repair calculation or price quotations. The rate of such immobilisation fee shall be

FOX Autorent Magyarország Kft. **15 EUR / day**

FOX Airport Services GmbH. **20 EUR / day**

r, If when picking up the Rental Car the Lessee fails to inform the Lessor of its desire to return it outside its office, and fails to pay the relevant fee, the Lessor shall charge the transport cost, specified in section c, which shall be paid by the Lessee.

X. Handling of Data

1. The Lessee expressly agrees that the Lessor will record and store the data included in the Lessee's personal documents until the last day of the sixth month following the termination of the legal relationship, subject to the provisions of the data protection law.

2. The Lessor undertakes to use the data, stored about the Lessee, exclusively for their contractual cooperation and for its own commercial interest. The Lessor shall not reveal the Lessee's personal data to any third party with the exceptions set forth in the Contract.

3. If the Lessee fails to return the Rental Car in case of the expiry, rescission, or any other kind of termination of the Contract, the Lessor shall be entitled to reveal the Lessee's personal data to third parties and authorities.

4. The Lessee acknowledges that the Lessor will reveal the information concerning the Rental Contract, as well as the Lessee's personal data to third parties, or authorities in the following cases:

a, to the Authority proceeding in case of any type of infringement or misdemenaour;

b, to organisations, proceeding in the course of collecting the rental and other fees, fines and surcharge payment obligations, associated with the use of the Rental Car, or to any legal or other entities entrusted by the Lessor with claims management and debt collection.

c, to the Insurance Company in the course of proceedings following a damage occurred in the Rental Car.

XI. Other Provisions

1. In case of Lessee's any delay in payment towards the Lessor, the default interest specified by Act V. of 2013 on the Civil Code (Ptk.) shall be paid; if the Lessee is a business entity, a flat rate recovery cost of **EUR 40** shall also be paid to the Lessor.
2. In case of payment by the Lessee of the Lessor's fees denominated in foreign currency, the Lessor shall convert such fees at the sell rate of its account holding bank applicable on the closing day of the Rental Contract, while in case of payment by credit card, the current exchange rate of the Lessee's account holding bank shall prevail.

3. The Lessor shall be entitled to resell, in unchanged form, not only its own services, but the services purchased by it, as mediated services.

4. **FOX Autorent Magyarország Kft.** The Contracting Parties declare that any disputes arising from the Contract shall be governed by the Hungarian law, furthermore, as regards all matters not regulated by the Contract the effective provisions of Act V. of 2013 on the Hungarian Civil Code (Ptk.) shall apply.

FOX Airport Services GmbH. The Contracting Parties declare that any disputes arising from the Contract shall be governed by the Austrian law, except the international reference regulations.

The above points does not affect the Lessee's obligation to comply with the local applicable law when traveling abroad.

5. They stipulate the exclusive jurisdiction of the Court that is the competent Court of the place where the Lessor's registered office is located.

6. The Contracting Parties set forth that should any provisions of the Contractor this General Terms and Conditions be null and void, the validity of neither the remaining provisions nor the entire Contract shall be affected thereby.

The Contracting Parties, following the reading and understanding of the Contract, have signed it as the one that is in full concord with their will.

7. Damage table

CHARGES AND COMPENSATIONS

Item	Fee	Notes
Theft or total loss compensation	€5000,00	
Smoking in the car surcharge	€300,00	
Border crossing into an unauthorized country	€300,00	
Fuel shortage charge	€3,00/liter	
Assistant services without pre-purchased Standard or Premium package	€100,00 / occasion	
Cleaning fee – the Rental Car returned in contaminated condition	€150,00	
Surcharge for damaged upholstery and seat covers	€50,00	
Administration fee – the parking fines, road tolls and other charges etc	€40,00	

Immobilisation fee	€15,00-€20,00 / day	
Administration fee	€20,00-€40,00-€50,00 / occasion	
Non-approved rental period extension fee	200% of the daily rental fee / day	
Ignoring periodic maintenance	results in the loss of entire security deposit	

Damages incurred to the Rental Car during the rental period	the charges that may be charged are set out in the Damage Manual, which forms the appendix to this GTC	

Vienna, 20th November 2026