

## **ALBANIA TERMS AND CONDITIONS.**

Europcar Albania Tendence3A SHA (hereinafter referred to as EUAL) rents to Renter the car with the following terms and conditions.

- 1.) Renter shall observe all domestic and foreign rules and regulations, including the traffic and parking regulations, and shall be fully responsible for this.
- 2.) Renter shall use, manage and preserve the car and its accessories in accordance with the model-specific User Manual with due care. Renter shall bear full financial responsibility in case of any damages due to the non-observance of this requirement. Renter shall manage the documents handed over to him/her with due care and to prevent them from damage. Renter shall protect the car used by him/her against theft by all means available to him/her, so he/she shall lock it when not in use (even for the shortest period), shall turn on the car alarm system, shall not leave valuables in the car, shall park the car in a guarded place, if possible and shall act with due care when leaving the car alone.
- 3.) The car may be driven by the person(s) indicated in the RA (and any Attachments).
- 4.) The rented car must not be:
  - rented out or borrowed, or to allow it to be driven by person not listed in the RA;
  - used for load transport, except for small commercial vehicles;
  - used for racing or for preparing to races (training);
  - used for towing other vehicles (except when EUAL has rented it expressly for the purpose of towing;
  - driven under the influence of alcohol, drugs or narcotics, or allowed to be driven by a person under the influence of such drugs;
  - taken abroad without EUAL's approval.
- 5.) Renter shall pay full compensation up to the value of the car in case of breaching Paragraphs 1-4. of these General Terms of Rent or in the following cases:
  - neglectful or unprofessional operation or overloading of the car;
  - in case of a lorry the overloading of the load area or damages to the load area ;
  - any loss of parts or accessories;
  - in case of Renter fails to report immediately any failure of the odometer to the renting office;
  - any damages resulting from failure to lock the car before it was left alone or from parking it without observing all relevant regulations.
  - renter shall be responsible for all theft or partial theft damage to the car, its parts or

accessories if Renter has left in the car any keys or documents of the car, or any documents suitable for proving to the authorities the car's ownership or Renter's right to use it;

- any act or behaviour of Renter or his/her contributor that will exclude or limit the insurer's payment for the damages.

6.) The motor vehicle has a casco cover. In case of any accidents due to own fault, the rate of liability for damage of Renter shall be adjusted to the excess as part of the risk division between the parties, amounting to 20% of the gross value of the damage (according to repairing invoice). In case of an accident due to the own fault of the Driver or Renter, under the age of 21, the rate of liability for damage of Renter or Driver shall be 30% of the gross value of the damage.

In case of windscreen damage the excess rate is EURO 100,00. In case of a write-off of the car, the rate of liability for damage of Renter shall be 20% of the gross purchase price of the motor vehicle (based on the purchase invoice), under the age of 23, the rate of liability for damage of Renter shall be 30% of the gross purchase price of the motor vehicle (based on the invoice of purchase. The rate of the liability for damage depends on the insurance excess.

Such insurance excess does not extend to damages to the roof, the tires, the wheels, the bottom plate and any parts below it, the external mirrors, the antenna and the interior of the car, for which Renter shall be responsible to pay full compensation independent of the amount of the excess. Renter shall be obliged to

pay an amount equivalent to the rate of liability for damage – as part of the risk division by the parties – if the vehicle is stolen, even if Renter acts in accordance with Paragraph 2. The management of any acts, claims, legal disputes with or against the insurer or the car's thief shall be the responsibility of the EUAL and the related costs shall be borne by EUAL.

7.) EUAL shall not be responsible in any way for the damage or loss of objects or valuables placed in the car by Renter. EUAL shall not be responsible for any direct or indirect damages sustained by Renter because of a fault of the car. In case of a fault EUAL shall pay one day accommodation allowance (up to an amount equal to 80 euros) and one day daily allowance (up to an amount equal to 50 euros) to Renter to cover his/her direct damages.

8.) The rental contract has been concluded in accordance with the tariff included in it. If parties wish to continue the rent in accordance with some other tariff then they shall conclude a new tariff in this regard. In case of renting a car with a driver all expenses and allowances shall be paid by Renter. At the end of the rent the caution shall be paid back except when Renter had caused any damages or had failed to meet any of his/her liabilities. EUAL is not obliged to pay back the security until there is any open question regarding any damage liability or any other outstanding debts of Renter.

9.) The rental fee includes the following:

- fee of the compulsory insurance;

- costs of all repairs (except for tire repairs), maintenances and lubricant refills.

All other costs incurred during the period of the rent (fuel, parking, tolls, etc) shall be borne by Renter. If Renter does not return the car with a full fuel tank EUAL shall charge a refueling service fee. If it is proven that Renter did not use the fuel type prescribed for the car, he/she shall pay for all damages resulting from this and also for the fuel replacement costs.

10.) Minimum period of rent is one day. One rental day consists of 24 hours starting at the time of the car's receipt as shown overleaf. A further rental day shall be charged if the rent is extended by additional hours or if the car is returned later than at the expiry of the rental period. Renter acknowledges that in case he/she returns the rented vehicle at the end of the rental period in a way inconsistent with the rental conditions, that is, not during business hours, then the vehicle's status will be assessed and the contract will be closed during working hours in the workday following the vehicle's return; Renter may be present at these occasions.

Renter waives the right to contest the conclusions made in his absence about the vehicle's status and in the contract's closing, and acknowledges his/her obligation according to Article 6 to pay and his/her liability to pay damages for any claims determined during the status assessment in his/her absence, and EUAL is entitled to collect such amounts from Renter in ways identical to those of the collection of the rental fee, even following the termination of the contract.

11.) Renter shall return the car at the place and time indicated overleaf in the "Agreed place and time of returning" heading, during regular working hours, in a condition identical to the receipt condition except for normal wear. If Renter had used the car in a way that is contradictory to this contract or had returned it in an unnaturally soiled state he/she shall pay for all related costs and damages. If Renter intends to continue using the car this intention shall be communicated personally to EUAL at least 24 hours before the expiry of the rent, with the payment of any necessary caution. EUAL is not obliged to extend the rent. In case of a lease the contract has to be extended on the day shown in the contract, with the showing of the car

to EUAL. If Renter breaches the rental contract or if Renter fails to return the car within 24 hours from the time of expiry of the rent without a good reason EUAL is entitled to terminate the contract immediately and/or to take back the car from Renter.

Similarly, EUAL is entitled to terminate the contract and take back the vehicle from Renter, if Renter fails to settle his/her outstanding debts towards EUAL in spite of EUAL's written notice. Parties agree that if Renter does not return the car used by him/her within 24 hours from the expiry of the rental contract and fails to extend the rental contract or fails to provide a good reason for his/her delay then EUAL may rightfully think that Renter had committed the crime of speculation in violation Civil Code of Law and EUAL is entitled to report him/her to the police or to have the car searched for. EUAL may do the same if there

are other circumstances that serve as a suitable basis for his suspicion. In case Renter uses the vehicle owned by EUAL to commit illegal crimes by e.g. smuggling illegal products (cigarettes, alcohol, etc.) to abroad or to ALBANIA, and the competent customs authority or any other competent authority (hereinafter together referred to as: authority) seizes the vehicle, this constitutes such a material breach of contract on the Renter's part which terminates the contract automatically.

12.) If – in case of returning the car abroad – Renter does not return the car at the office indicated in the “Agreed place and time of returning” heading or if he returns it there but this office is not the same as where he/she rented the car from then Renter shall pay a re-transportation fee on the basis of the actual tariffs, calculated from site to site.

13.) When the odometer reaches the value indicated in the “Revision” heading of the contract Renter shall have a technical revision performed on the car at the place and time indicated by EUAL.

14.) In case of a technical fault Renter is obliged to:

- ask for the proper measures in EUAL given phone number.
- in case of an irreparable fault submit the request for towing or a replacement car, or in case of an accident submit the request for towing at the renting office by phone.

15.) In case of a repair in accordance with the previous paragraph Renter shall ask for the replaced part(s) from the service where the repair was performed, shall keep it and at the time of the car's returning shall hand such part(s) over at the renting office. In the event of failure to do so, EUAL passes the repair costs onto Renter. If Renter has paid for the repair in cash he/she shall hand over the invoice (including VAT amounts, and the value shown by the odometer).

On the basis of this invoice the renting office will pay the invoice amount or – if Renter is a legal entity – transfer to amount to Renter's account.

16.) In case of an accident where anyone was injured or when material damages occurred Renter shall call the police. If the car is broken into, vandalized or stolen Renter shall report it to the police personally and shall hand over one copy of the relevant document (report, confirmation sheet, etc.) at the renting office. In case of an accident Renter shall continue to act with due care, shall do everything in order to clarify the case, shall try to obtain all possible data of the persons/vehicles involved in the accident (e.g. vehicle license plate number, name and address of the owner/driver, name and address of the witnesses, site drawing, perhaps photographs). Renter has no right to agree in settlement and may not make any admitting statements against EUAL.

17.) All traffic events related to the car (e.g. light crashes, glass damages, loss of car, etc.) shall be reported to the renting office within 24 hours. In case of an accident or technical fault Renter shall – after prior agreement, at EUAL’s cost – ensure the car’s safe placement and guarding.

18.) Renter is obliged to inform EUAL about each and every events related to parking offences committed with the rented vehicle (imposition of traffic fine, demand for payment of additional parking charge, etc.), as well as about traffic offences committed by him/her and events subject to administration penalty. Renter accepts and expressly approves that EUAL shall be entitled to collect from Renter the expenses arising from possible parking offences committed by Renter (fines, additional charges, etc.), as well as possible administration penalties, on a way similar to the collection of rental fee, also after the expiration of the rental period.

19.) Renter agrees that his/her data will be managed by EUAL within the scope of the law and if necessary, - when administrative penalty is imposed, parking fees, and/or additional parking charges are to be collected or data of a traffic offender are requested by the authority – be provided for the competent party.

20.) In case of high value damages caused by Renter, write-off, theft or an accident caused by Renter where the repair costs exceed EURO 1500,00 EUAL reserves the right to charge a 10 percent own risk or a rate of liability for damage – based on the repair invoice or the insurer’s settlement, or purchase invoice – to Renter even after the rent was closed. In the cases indicated above, the value of the car to be considered as the basis for calculating the own risk and the rate of liability for damage, respectively, means the gross purchase price of the car. In case of theft of the rented car, Europcar is entitled to charge a refueling service fee of one tank, because the stolen car has been given with full tank to the Renter according to the 26. paragraph of these General Terms and Conditions.

21.) For all matters not dealt with in this Contract the regulations of the Civil Code of Law shall apply. In case of legal disputes Parties accept the exclusive authority of Albania Court.

22.) Parties have read and understood this RA and have signed it as one meeting their intentions fully. By signing this RA, Renter accepts the legal consequences arising from the RA and acknowledges taking over the contracted car with all accessories required by Albanian regulations, a full gas tank, completely filled with coolant and lubricants