

## **GENERAL RENTAL CONDITIONS VALID FROM 1st JANUARY 2018**

Rienhoff GmbH, Hertz International Franchisee (hereinafter referred to either as „Hertz“ or „we“), agrees to rent out to you a motor vehicle on the basis of these General Rental Conditions, which incorporate the information and conditions stated in the Rental Agreement, which you have signed. Through the renting of the said motor vehicle you accept the conditions of the Rental Agreement and those of the General Rental Conditions and you undertake to comply with them in every detail.

### **1. NATURE OF THIS AGREEMENT**

The rights and obligations contained in this Agreement govern your use of the car and are not transferable by you. You acknowledge that the car is owned by Hertz and that any attempted transfer or sub-rent of the car by anyone other than Hertz is void. Hertz permits you to use the car under the terms and conditions of this Agreement only. You must always carry the Rental Agreement and show it to the police on request.

### **2. WHO MAY OPERATE THE CAR**

The car must only be driven by you or any other person who has been authorised by Hertz at the commencement of the rental and whose details are noted on the Rental Record (an „authorised Driver“). You agree that you will not allow anyone to drive the car, including yourself:

- a. who does not fulfil the minimum Hertz requirements regarding age and possession of a valid driving licence in effect at the time and place of rental, as well as any other minimum requirements which may be in effect at the time and place of rental that may be notified to you at or prior to commencement of the rental; or
- b. who is over-tired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

### **3. PICK-UP/DELIVERY AND RETURN**

- a. Hertz will supply the car to you in good overall and operating condition, complete with all necessary documents, parts and accessories.
- b. You agree to return the car to Hertz in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in the Rental Record.
- c. You and Hertz will check the condition of the car at the start of the rental and on return of the car. Hertz will provide a record showing any agreed defects. You understand and accept that you will be liable under any circumstances whatsoever to Hertz for any loss of or damage to the car, its documents, its parts or its accessories while on rental.
- d. The car must be returned to the agreed Hertz location within the normal business hours of the location concerned. If you return the car outside of these hours you must comply with the out of hours return instructions for that location, in which case you will remain fully responsible for any loss, theft or damage to the car until the location re-opens for business. If you fail to comply with these instructions, you will remain responsible for any loss, theft or damage to the car as well as for time charges, charges for optional services or other charges stated in the Rental Record until Hertz personnel are able to access the car.
- e. If at any time Hertz has agreed that you may return the car to a place other than a Hertz rental location, or if Hertz has agreed to collect it, you will remain fully responsible for any loss, theft or damage to the car until it is collected by Hertz.
- f. If you fail to return the car to the agreed return or collection point within the grace period (as specified in the next sentence) following the agreed time, you will be charged an extra day's rental, including charges for any

options taken, at the relevant daily rate, for every day or part of a day that the car is overdue. The „grace period“ is the period of time specified as a grace period on the Rental Record or, if the Rental Record does not specify a grace period, a period of 30 minutes.

- g. You agree that Hertz is entitled to charge you a reasonable additional charge if the car requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear. Not included in the standard cleaning is e.g. the removal of animal hair.
- h. Hertz reserves the right to terminate the rental with immediate effect at any time if Hertz considers there is an important reason for doing so (e.g. insolvency proceedings instituted against you) and in such case will repossess the car directly or through an agent at your expense. The same will apply in the event of your failing to comply with the rental conditions in whole or part. Termination of the rental with immediate effect will result in the immediate cancellation of the limitations of liability, the exclusion of liability, the theft protection, and the personal accident insurance as far as you are concerned.

#### **4. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE**

- a. Subject only to any deductions arising from your acceptance of any of the options specified in paragraph 4(b), you will be liable to Hertz for all reasonable losses and costs incurred by Hertz in the event of loss, damage to or theft of the car, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the car, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the car unless responsibility for the damage lies with Hertz or all losses and costs are covered by a third party or its insurer.
- b. Provided you comply with all the terms of this Agreement and provided the loss, damage or theft is not caused intentionally or by the gross negligence of you or an authorised Driver, or by any unauthorised driver, your liability may be limited as follows:
  - i. if you have accepted the optional Theft Protection (“TP”), as indicated on the Rental Record, then your liability for loss of or damage to the car that is the result of theft, attempted theft or vandalism is limited to the amount of the non-waivable excess stated on the Rental Record.
  - ii. if you have accepted the optional Collision Damage Waiver (“CDW”), as indicated on the Rental Record, then your liability for loss of or damage to the car, its parts or accessories other than caused by theft, attempted theft or vandalism, is limited, for each such incidence of loss or damage arising from a separate event, to the amount of the non-waivable excess stated on the Rental Record. This also applies to natural hazards (hail, floods, mudslides, etc.).
  - iii. if you have accepted the optional Super Cover (“SC”), as indicated on the Rental Record, then you will receive the benefit of both CDW and TP and your liability for the excess in relation to both CDW and TP will be eliminated.
  - iv. Damages caused by the loading or by exceeding the vehicle’s maximum load capacity as well as damages caused by neglecting the overhead or lateral clearance are not covered by Collision Damage Waiver (“CDW”) or Super Cover (“SC”):
  - v. Neither Collision Damage Waiver (“CDW”) nor Super Cover (“SC”) covers damages to the substructure of the vehicle and the loss of car documents, car keys, plate numbers and other accessories.

#### **5. PROHIBITED USE OF THE CAR**

- a. You are authorised to drive the car under the conditions contained in this paragraph 5 and paragraph 2 above including, at all times, to use the

car in a responsible manner. If you do not comply with these conditions, you will be liable to Hertz for any liability or reasonable loss incurred by Hertz or any damages or reasonable expenses Hertz suffers or incurs as a result of your breach. You may additionally lose the benefit of any waivers or insurance selected by you. Hertz reserves the right to take back the car (without notice, unless it is legally required) at any time, and at your expense, if you are in breach of this Agreement.

- b. You must look after the car, make sure it is locked, secure and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any removable radio and/or radio faceplate and mobile navigation devices when the car is unoccupied. You must use seat belts, child seats and other child restraints as appropriate.
- c. You must use the correct fuel and check the oil and other fluid gauges beyond 1000 km, refilling oil and other fluids as necessary. If you experience any problem due to accident or mechanical failure, you must contact Hertz on the number provided at the time of rental. No one may service or repair the car without Hertz' prior express permission. d. You must not use the car or allow it to be used:
  - i. to carry passengers for remuneration;
  - ii. to carry cargo for remuneration;
  - iii. to tow or push any vehicle, trailer or other object;
  - iv. off road or on roads unsuitable for the car;
  - v. when it is overloaded or when loads are not properly secured;
  - vi. for carrying any object or any substance which, because of its condition or smell may harm the car and/or delay Hertz' ability to rent the car again;
  - vii. to take part in any race, rally, test or other contest;
  - viii. in contravention of any traffic or other regulations;
  - ix. for any illegal purpose;
  - x. for sub-renting;
  - xi. to drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads and associated areas;
  - xii. for driver training activity; or
  - xiii. in contravention of any of the driver requirements contained in paragraph 2 above.
- e. Driving the car abroad is subject to restrictions for insurance-technical reasons. In the case of certain countries abroad, the charges for exclusion of liability, limitation of liability, and theft protection are subject to a surcharge. In the case of some other countries abroad it is even not permissible to cross the borders with a car hired in Austria. Failure to comply with relevant restrictions will result in your being held fully liable for all (direct or indirect) damage to the car; in the event of loss of the car - under any circumstances whatsoever - you will be liable for the full costs.

## **6. PAYMENT OF CHARGES**

- a. The rental charge payable by you is equivalent to the separately agreed rental charges; in the absence of an express agreement, you will be required to pay a charge equivalent to the tariff published by Hertz and valid at that particular time. Hertz claims arising from rental charges fall due for payment immediately; in the event of delayed payment you undertake to pay default interest at the rate of 6 % per year besides the 3-month Euribor rate applicable at the time; in addition, you will be re-

quired to reimburse Hertz for expenses incurred due to the delayed payment, e.g. the costs of collection in particular, including here the costs for the out-of-court collection through collection agencies and/or a solicitor. If you wish to pay by credit card you will be required to authorise Hertz - at the time of signing the Rental Agreement - to instruct the credit card issuer to reserve a sufficiently large sum and to obtain the relevant authorisations in order to cover at least the total expected rental costs. You will also be required to authorise Hertz to collect, without further instructions from you, directly from your credit card any additional charges which have arisen from your use of the car and which may include the costs of insurance franchise, damage to the car, the loss of its documents, car keys or accessories, charges not stated on the Rental Record such as one-way charges, refuelling charges, late-return charge, additional driver charge, extra cleaning charge, and any road tolls or fines or charges arising from traffic or parking offences during the rental period (including an administration fee).

- b. You and any person to whom, with Hertz' consent, you expressly direct the charges to be billed, are jointly and severally responsible for payment of the charges. If you direct charges to be billed to any person, you represent that you are authorised to do so.

## **7. CHARGES**

- a. For any rental you make under this Agreement, the charges stated on the Rental Record reflect your use of the car as agreed at the start of your rental. These include the basic rental charge, additional mileage costs, additional compulsory charges and any optional or ancillary services chosen by you either at the time of reservation or rental, plus applicable taxes at the prevailing rate.
- b. The basic rental charge is made for a minimum of one rental day (the 24 hour period starting from the time the rental begins) and includes compulsory third party insurance and any other services as specified on the Rental Record. All-inclusive fees with a different minimum rental period can be arranged.
- c. Additional compulsory charges may apply at certain locations and include a Vehicle Licence Fee (which passes on your share of any compulsory charges incurred by Hertz for keeping the car on the road), a Location Service Charge (which reflects the higher cost of renting from certain locations) and a Young Driver Surcharge (which may apply if you, or any additional driver, are under 25 years old).
- d. In addition to the charges stated on your Rental Record, charges may arise from your use of the car during the rental and may include, amongst others, loss of or damage to the car, a refuelling service charge, late-return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic or parking offences during the rental (including a reasonable administration charge in accordance with paragraph 13(b)).
- e. Charges are subject to final calculation after return of the car.

## **8. REFUELLING SERVICE CHARGE**

- a. The car will be supplied to you with a full tank of fuel. If you return the car with less than a full tank of fuel, a refuelling service charge will be payable by you for fuel and the service of refuelling at the applicable rate specified on the Rental Record.
- b. However, if you have, as indicated on the Rental Record, elected to purchase a full tank of fuel at the commencement of the rental by accepting the Fuel Purchase Option, then there will be no refuelling service charge on return of the car (although you will not receive any credit for fuel remaining). Instead, you will pay the amount indicated on the Rental Record for the fuel you purchase at the commencement of the rental.

## **9. RESPONSIBILITY FOR PROPERTY**

Hertz is not liable to you or any authorised Driver or passenger for loss of or damage to property left in the car either during or after the period of rental unless the loss or damage results from the negligence of Hertz or breach of this Agreement by Hertz. Such property is entirely at your own risk.

## **10. THIRD PARTY LIABILITY INSURANCE; INDEMNITY**

- a. Hertz has a legal requirement to provide third party insurance coverage. This coverage is included in the basic rental charge.
- b. You agree to reimburse Hertz if Hertz is obliged to compensate
- (i) the insurers for any payment they make to a third party on your behalf and/or
- (ii) any third party, if that third party suffers death, personal injury or damage to property caused by use of the car by you or any authorised Driver in breach of paragraph 2 (who may operate the car) or paragraph 5 (prohibited use of the car) of this Agreement.

## **11. ACCIDENTS, THEFT AND VANDALISM**

- a. You are obligated to report any traffic accident, loss, damage or theft involving the car to the police and to Hertz immediately.
- b. You must not admit any liability, release any party from liability or settle any claim nor accept any disclaimer in the event of an accident, but should take the names and addresses of everyone involved, including witnesses.
- c. A Hertz accident or theft report form must always be completed and submitted to Hertz when you return the car. In the event of theft, you must return the keys and any remote-control anti-theft device to Hertz. If you do not comply with the requirements of this paragraph 11, any optional coverage you take to reduce or eliminate your liability (including CDW, TP and SC) will be void.
- d. You agree to cooperate with Hertz and our insurers in any investigation or subsequent legal proceedings arising out of loss of or damage to the car.

## **12. LIMITS ON LIABILITY**

- a. Subject to paragraph 12(b), Hertz shall not be liable to you or any third party for any loss or damage arising from the rental other than as a result of our negligence or wilful misconduct or any other breach by Hertz of this Agreement. Hertz shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits or loss of opportunity.
- b. Nothing in paragraph 12(a) shall exclude or restrict Hertz' liability for death or personal injury resulting from acts or omissions of Hertz or any other liability which cannot be excluded as a matter of law.

## **13. PARKING AND TRAFFIC VIOLATIONS**

- a. You are fully responsible for all road tolls, parking fees and any fines or other consequences of the violation of traffic regulations (including congestion charges), orders or prohibitions, or any other laws or regulations during the rental.
- b. If Hertz is required to pay and/or process such road tolls, fees, fines, charges or associated costs, you agree that Hertz may charge you with the amount we are required to pay plus a reasonable administration charge for dealing with these matters.
- c. Hertz shall, upon request, supply you with a copy of any traffic violation notice which Hertz receives.