

**VEHICLE RENTAL CONTRACT
GENERAL PROVISIONS**

I. Terms used in the Contract

- 1.1. **Contract** shall refer to the Vehicle Rental Contract, which consists of the Special Provisions and the General Provisions herein. In case of any differences or conflict of the said parts of the Contract, the Special Provisions shall prevail.
- 1.2. **Lessor** shall refer to BALTICAR Company Limited, Registration No. 110528748, other details provided in the Special Provisions, the holder of the Hertz trade mark on the grounds of franchise.
- 1.3. **Renter** shall refer to the lessee (natural or legal person) of the vehicle who is a party to this Contract and who is specified in the Special Provisions.
- 1.4. **Vehicle** shall mean the vehicle specified in the Special Provisions.

II. Object of the Contract

- 2.1. Under this Contract, the Lessor conveys the vehicle for the Renter's temporary disposal and use for the rental fee following the procedure prescribed herein (and shall provide driving services, if agreed), while the Renter shall use the conveyed vehicle following the conditions laid down in this Contract and laws of the Republic of Lithuania, and shall pay the agreed rental fee and other fees to the Lessor as well as fulfil other duties specified in the Contract.

III. Transfer, return and replacement of the vehicle

- 3.1. The place and time of vehicle transfer and return shall be specified in the Special Provisions.
- 3.2. The vehicle shall be transferred to the Renter under the Contract and Vehicle Inspection Form that are both deemed to constitute the integral Deed of Conveyance. By signing the Contract the Renter confirms that he/she has accepted the vehicle for his/her disposal and use.
- 3.3. In case the Renter fails to notify the Lessor about any noted defects of vehicle condition which were not specified in the Vehicle Inspection Form immediately upon the vehicle transfer, it shall be deemed that all the defects of vehicle condition identified after the return of the vehicle to the Lessor but not specified in the Vehicle Inspection Form occurred during the rental period under this Contract.
- 3.4. The vehicle shall have its tank filled up at the time of its transfer to the Renter, if the parties have not agreed otherwise, shall include all documents that should be held in the car following the laws of the Republic of Lithuania, and at the time of the transfer shall meet all requirements raised for the vehicles and their equipment and inventory by the legal instruments.
- 3.5. In case the vehicle breaks down or becomes unusable during the rental period not because of the Renter's fault, the parties shall put all possible efforts to replace the unusable vehicle with another vehicle suiting the needs of the Renter. Provided the parties fail to reach the agreement concerning the above, the Lessor shall repay the paid rental to the Renter for the remaining time of the rental period if 24 h or more remain until the period expires, except when the Renter refuses to accept the vehicle offered by the Lessor without any just reason. In the discussed case, the sum to be repaid to the Renter shall be estimated in accordance with days left until the rental period expires.
- 3.6. In case the Renter wants to extend the Contract, he/she shall notify the Lessor by telephone numbers specified in the Special Provisions immediately but in any case before the expiry of the rental period specified in the Contract. If the Renter fails to meet the above requirement, the Lessor shall immediately notify the police about the car theft upon the expiry of the vehicle rental period.
- 3.7. The Renter shall return the vehicle in the same condition as it was provided (with regard to the usual wear and tear), including all provided documents and items as well as full tank, except in cases the parties agreed otherwise.

IV. The conditions of vehicle use

- 4.1. The Renter shall:
- 4.1.1. use the vehicle only within the territory of the Republic of Lithuania and other EU member states;
- 4.1.2. use the vehicle following the terms of the Contract and the purpose of the vehicle, adhering to the regulations of customs and road traffic as well as other requirements of the legal instruments applicable to the use of vehicles in the Republic of Lithuania or other visited EU member states;
- 4.1.3. operate the vehicle in careful and safe manner, preserve its inventory, included documents and items, ensure order in the vehicle and treat it like a mindful owner;
- 4.1.4. ensure adequate technical condition of the vehicle during rental period, except in cases when the Lessor provides driving services to the Renter under this Contract;
- 4.1.5. not use the vehicle to carry passengers and/or property for hire;
- 4.1.6. not use the vehicle to carry passengers in excess of the capacity thereof;
- 4.1.7. not use the vehicle to push or tow another vehicle, including trailers, hitches or any other objects;
- 4.1.8. not use the vehicle for any professional or amateur sports race, testing or competition and other official and unofficial events of similar nature;
- 4.1.9. not use the vehicle and ensure it is not used if the driver is intoxicated (drunk) or under the impact of drugs, toxic or other psychotropic substances;
- 4.1.10. not conclude any sublease or use agreement with the third persons; not allow persons who are not specified in the Special Provisions to drive the vehicle. In case the provision above is breached, the Renter shall bear full liability for the loss caused during the use of the vehicle (both to the vehicle and the persons and property inside, and surrounding property and other unrelated persons);
- 4.1.11. inform all extra drivers specified in the Special Provisions about all Contract terms and be liable for them in case they violate the terms of the Contract.

V. Civil liability insurance, insurance against accidents or theft, super insurance, and personal insurance

- 5.1. In all cases, the Renter shall insure the vehicle with the mandatory civil liability insurance of vehicle users for the sums of coverage set forth in the laws of the Republic of Lithuania.
- 5.2. The Renter shall insure the vehicle with other types of insurance only according to the individual agreement of the parties, by indicating this in the Special Provisions.
- 5.3. By signing the Contract, the Renter agrees with the applicable types of insurance, unconditional deductible, the amount of which is provided in the Special Provisions, and due payments for the insurance services (in case these payments are not included into the rental fee, as this shall be expressly indicated in the Special Provisions).
- 5.4. The Renter and the passengers carried in the vehicle shall be insured with personal insurance in accordance with the effective insurance conditions under the individual agreement with the Renter, by expressly indicating this in the Special Provisions. If this insurance is taken, its effective rules shall be handed to the Renter at the time of signing the Contract.
- 5.5. The coverage of the insurance policies shall not be applicable if the Renter breaches the provisions of this Contract.

VI. Road Traffic accidents and thefts

- 6.1. In case of road traffic accident or the theft or damage or to the vehicle or any of its parts, the Renter shall immediately (not later than within 5 (five) hours) notify the Lessor using the phone numbers indicated in the Special Provisions and shall immediately call the police to the site of accident. If the Renter fails to notify the Lessor or police in time, the Renter shall indemnify all losses caused to the Lessor or the third persons at his/her own expense.
- 6.2. If in case of the road traffic accident which includes neither the fatalities, nor injuries and includes maximum two vehicles, the related participants of the accident agree on the circumstances of the accident and decide not to call the police to the site of the accident, the Renter and the persons related to the accident shall fill in the accident declaration together: draw the scheme of the traffic accident, describe the circumstances of the accident and oblige each participant of the accident to sign the document. The accident declaration shall be immediately submitted to the Lessor.

VII. Payment terms

- 7.1. The Renter shall pay to the Lessor all the fees specified in the Special Provisions at the time of vehicle return to the Lessor.
- 7.2. In case the vehicle is returned later than specified in the Special Provisions (irrespectively whether the Lessor was informed in advance or the Renter breached his/her duty), the Lessor shall retain the right to modify the amount of the rental for the extra period by notifying the Renter immediately. In case the vehicle is returned late by one hour to twenty four hours, in all cases the rental fee for the delay shall be paid for minimum one day. In case the vehicle is returned before the rental period expires, no fees payable by the Renter shall be reduced.
- 7.3. At the time of Contract conclusion, the payable sums of the rental fee, the insurance policies (if the latter are not included into the rental fee) and the deposit shall be reserved in the bank account of the Renter.
- 7.4. The deposit under this Contract shall amount to the sum of money to be used for indemnifying the potential damage incurred by the Lessor, for which the Renter is liable, such as the damage, failure or loss of the vehicle, damage caused to the third persons in relation to the use of the vehicle and any other damage suffered by the Lessor. The actual sum of the deposit shall amount to the sum of deductible specified in the Special Provisions. The sum of the deposit shall be without prejudice to the Renter's liability in respect to the Lessor.

VIII. Liability for Contract violation

- 8.1. Liabilities of the Renter:
- 8.1.1. In case the Lessor does not provide driving services to the Renter, the Renter shall be fully liable for any damage caused by the rented vehicle to the third persons, any damage, failure or loss of the vehicle, or any other damage incurred by the Lessor at the market rate to the extent this damage is not covered by the insurance of the specific Renter or in case the insurance coverage is not applicable due to the breach of this Contract or other legal norms by the Renter. The Lessor shall be entitled to the compensation of both direct losses and lost income.
- 8.1.2. In case the Lessor provides driving services to the Renter, the Renter shall be liable for the losses specified in paragraph 8.1.1 of the Contract to the extent it occurred as a result of Renter's actions or other circumstances within his/her control.
- 8.1.3. In case the Renter returns the vehicle without full tank, the Renter shall pay to the Lessor the refueling service fee for every missing litre in accordance with the rates specified in the Special Provisions
- 8.1.4. In case the Renter returns the vehicle in another site than agreed, he/she shall compensate all losses incurred by the Lessor in relation to this.
- 8.1.5. In case the Renter returns the rented vehicle in time other than agreed in the Contract and not delivers the vehicle to the person authorised by the Lessor, the Renter shall bear all risk for the damage, failure or loss of the vehicle until the date and time of factual acceptance of the vehicle by the Lessor.
- 8.1.6. Provided the Renter fails to pay the fees payable under the Contract to the Lessor on time, he/she shall pay the default interest of 0.02% (two hundredths) of an outstanding sum for each day overdue, except when the laws provide for higher amount of the default interest or fine.
- 8.1.7. The Renter shall pay to the Lessor a penalty for each document and/or key lost in accordance to the rates set by the Lessor on the date of Contract signature.
- 8.1.8. The Renter shall pay to the Lessor the administration fee in accordance to the rates set by the Lessor on the date of Contract signature for each violation of customs or road traffic rules, and requirements of other legal instruments related to the use of vehicle.
- 8.2. Liabilities of the Lessor:
- 8.2.1. Unless the laws expressly provide otherwise, the Lessor shall be liable in respect to the Renter or the third persons for the incurred losses in relation to the use of the rented vehicle only in case this loss occurred due to the deliberate actions or excessive negligence of the Lessor. In all other cases, the Lessor shall bear no liability.
- 8.3. In case of force majeure that can neither be predicted nor avoided, the parties shall be exempt from the liability for the failure to fulfil or inadequate fulfilment of the Contract. The party that is prevented from carrying out its duties under this Contract due to force majeure shall immediately notify the other party about this. In case it fails to fulfil the notification duty, the breaching party shall compensate all losses to the other party that occurred because of this failure.

9. Miscellaneous

- 9.1. The Contract shall enter into effect on the moment the Renter signs (and seals, if he/she is obliged to hold a seal) the Special Provisions. The Contract shall be in effect until the parties carry out their duties fully.
- 9.2. In case the Renter breaches the Contract in any way, the Lessor shall be entitled to request the immediate return of the vehicle by non-judicially terminating this Contract unilaterally before the term. The notification on the Contract termination shall enter into effect on the moment of its delivery in any form (orally or in writing) to the Renter. In case the Renter fails to fulfil his/her duty to return the vehicle, the Lessor shall be entitled to take it back from the Renter's disposal.
- 9.3. The Contract and all the disputes arising out of it or related to it shall be governed by the law of the Republic of Lithuania.
- 9.4. All disputes concerning the Contract shall be settled by negotiations. In case the parties fail to reach the agreement by negotiations, the disputes shall be settled following the procedure prescribed by the laws of the Republic of Lithuania in court of the Lessor's place of residence, except in cases the Lessor expressly provides its will to settle the dispute in the court of the Renter's place of office or residence.
- 9.5. The Contract may be amended by the written agreement of the parties executed as the annex that will enter into force upon the signature of both parties. All annexes to this Contract shall constitute integral parts thereof.
- 9.6. All correspondence of the parties shall be addressed according to the contact information specified in the Special Provisions. The party that fails to notify the other party about the change of its contact information shall bear all the liability for the risk of negative consequences arising out of this failure.