

GENERAL TERMS AND CONDITIONS

Fox Autorent Kft. (hereinafter referred to as **Lessor**) rents the vehicle (hereinafter referred to as **Rental Car**) named within the car rental contract (hereinafter referred to as **Rental Contract**) to the Lessee named within the **Rental Contract** (hereinafter referred to as **Lessee**), with the below conditions.

I. General Terms

1. By signing the **Rental Contract**, the Lessor and the Lessee (hereinafter jointly referred to as **Contracting Parties**) mutually undertake to comply with its provisions and the present **General Terms and Conditions** (hereinafter **General Terms**).
2. The **Rental Contract** is concluded by being signed by the **Contracting Parties**. Any declaration or modification concerning the **Rental Contract** and the **General Terms** (hereinafter jointly referred to as **Contract**) may only be valid in writing – with the exceptions set out in the **Contract**.
3. In case the **Lessee** puts down any false data in the **Contract**, or does not comply with the provisions of the **Contract**, the **Lessor** has the right of terminating the **Contract** with immediate effect.
4. If the **Lessee** is a legal person or another non-natural person, the **Rental Contract** may be signed on behalf of the **Lessee** by the person(s) with signature right, or by the person(s) entitled by the authorized signatories in a written power of attorney attested by two witnesses. In other cases, the signatory of the **Rental Contract** shall qualify as **Lessee** as a private person.
5. The **Lessor** has the right to terminate the **Contract** with immediate effect if the **Lessee** does not fulfill its payment obligations according to the **Contract** within the stipulated deadline, or if the necessary cover is not available on the credit card provided by the **Lessee** (e.g. in case of prolongin etc.) to fulfill its payment obligations.
6. The **Lessor** may terminate the **Contract** by an unilateral declaration, of which it shall be obliged to inform the **Lessee** at the availabilities set out in the **Rental Contract**. The notice of the **Lessor** is valid even if the **Lessee** cannot be successfully informed by the **Lessor** at the availabilities stipulated by the **Lessee**. Should the notification about the **Lessor's** notice regarding the **Contract** fail for any reason, it does not affect the termination of the **Contract**.
7. In case the **Contract** is terminated by notice, expiry or any other reason – in case the **Lessee** does not return the **Rental Car** with 24 hours from the termination of the **Contract** - the **Lessor** shall be entitled to take possession of the **Rental Car** without any further notice, immediately – it might as well do it on its own authority if necessary -, to report it to the police, or to ask for appropriate action from the police or other authorities, as circumstances may require.

II. Use of the Rental Car

1. The **Rental Car** may only be driven by a **Lessee** who possesses a valid, at least 1 year old driving licence, or by a chauffeur named by it in the the **Rental Contract** who possesses a valid, at least 1 year old driving licence.
2. The **Lessee** is forbidden to drive the **Rental Car** under influence of alcohol or drugs. Committing indictable offences with the **Rental Car** is prohibited. Smoking is forbidden in the **Rental Car**, in case of breaching this, the **Lessee** shall be obliged to pay the **Lessor** an amount of HUF 15,000.- + VAT by right of a lump sum compensation when returning the **Rental Car**.
3. Travelling by the **Rental Car** beyond the confines of Hungary is only possible with the written approval of the **Lessor**.
4. The **Lessee** is forbidden to race with the **Rental Car** and/or to use it for test purposes, or related trainings, and to tow another vehicle. Furthermore, using the **Rental Car** for transport of passangers on a businesslike basis, or for transport of goods (this point should be made more clear) (carriage) is also forbidden.
5. The **Lessee** is obliged to comply with the provisions of the concerning national and foreign laws, particularly but not limited to, traffic regulations (the Highway Code).

6. In the course of the rent, the **Lessee** is obliged to act with due care and operate, use the **Rental Car** with proprietary solicitude.

7. With the exception of the items stipulated in the **Contract**, the **Lessee** shall bear all costs related to the use of the **Rental Car** (e.g.: fuel costs, parking fee, road user charges, garage fee, fines, etc.) and bears the responsibility for damages related to the possession of the **Rental Car** (e.g. impairment of the **Rental Car**, damage to the **Rental Car** done by third persons, etc.) during the term of the **Contract**.

III. Rental Term, Handing Over and Returning the Rental Car

1. The term of the **Rental Car's** rental, the beginning and ending points of time shall be included in the **Rental Contract**.

2. The minimal rental term is 24 hours. In case of a default exceeding 1 hour, the **Lessor** charges the **Rental Fee** of one further day. The **Rental Fee** of one day shall be paid as **Rental Fee** also if the rental term is less than 24 hours. At an Internet base rate

3. At the beginning point of time of the rental term, the **Lessor** hands over the **Rental Car** with its documents and necessary accessories to the **Lessee**. Signing the **Contract** and other concurrent supplementary agreements, informative materials shall take place at latest by the time of handing over the **Rental Car**. By the time of handing over the **Rental Car**, a vehicle inspection sheet shall be filled out regarding the **Rental Car**, which shall also be signed by the **Contracting Parties**.

4. The **Lessor** does its best to perform the **Contract** with due care, but cannot be held responsible in case of a delay of the handover or taking back the vehicle, nor in case of the frustration? Translation mistake. of the **Contract**.

5. At the expiry of the rental term stipulated in the **Rental Contract**, the **Rental Car**, its equipments, accessories and documents have to be returned at the **Lessor's** depot, or at the place set out in the **Rental Contract**, at the time appointed in it, in a clean condition as can be generally expected.

6. The **Lessee** shall receive the **Rental Car** with a full fuel tank, and unless other options have been agreed also has to return it with a fully refuelled tank. In case of missing fuel, the missing quantity shall be refuelled by the **Lessor**, the cost of which shall be charged further to the **Lessee** together with the administration fee.

7. When returning the **Rental Car**, the **Lessor** shall record any concurrent new damages, deficiencies of the **Rental Car**, and the presence or the absence of the documents belonging to the **Rental Car** on a vehicle inspection sheet concerning the **Rental Car**. The **Lessee** shall be *fully liable* for the new damages and deficiencies of the **Rental Car** (e.g. registration book, number-plate, ignition key, etc.). The financial responsibility of the **Lessee** arising from this may only be reduced or terminated in certain cases regulated by the **Contract** (e.g. insurance).

8. When returning the **Rental Car**, in case the **Lessee** brings it back and delivers it in a dirty, contaminated state, or any other circumstance occurs (e.g. a dark street without lighting) because of which the **Lessor** is unable to examine the **Rental Car** at the time of taking it back, the **Lessor** shall have the right to carry out the examination of the **Rental Car's** condition without the presence of the **Lessee**, within 24 hours from taking it back. The **Lessee's** financial responsibility and compensation liability continues to exist even if it is unable (because of its absence) or unwilling to sign the condition sheet and/or the **Rental Contract** regarding the **Rental Car** when returning the **Rental Car**. If any damage happens to the **Rental Car** of such nature which cannot be noticed by the time of returning it (e.g. damage to the engine or other mechanical parts, etc.), the **Lessor** shall have the right to posteriorly state a damage of such nature on the condition sheet of the **Rental Car** within 72 days from taking it back.

9. The signature of the **Rental Car's** condition sheet by the **Contracting Parties** at the time of issuing the **Rental Contract** verifies the **Rental Car's** condition at the time of handing over, so if a new damage is done to the Rental Car by the time of returning it, and it is

recorded by the **Lessor** on the condition sheet of the **Rental Car** when taking it back – or within 24 or 72 hours in the abovementioned cases -, the **Lessee** shall be obliged to pay the compensation, insurance loss retention and other fees due to the **Lessor** according to the **Contract**.

10. The **Lessee** may ask for the elongation of the rental term in writing, at least within 24 hours from the expiry of the rental. The **Lessor** declares in writing it permits the elongation of the rental term. In case of elongation, the **Rental Fee** has to be settled according to the **Contract** as well. In case of an elongation claim, the **Lessor** has the right to ask the **Lessee** to show the **Rental Car**, and the related occurrent arising costs shall be born by the **Lessee**.

Oral elongation is not valid, the **Lessor** may only declare the acceptance of the elongation in writing. The **Lessor** has the right to reject the elongation claim without any justification, and the **Lessor** cannot raise any compensation claim regarding this. If the **Lessor** rejects the elongation claim, it does not send a written confirmation about the acceptance of the elongation, the **Contract** terminates because of expiry, and the **Rental Car** has to be delivered to the **Lessor** at the place and time appointed in the **Rental Contract**.

11. From the point of time following the expiry of the **Rental Contract** until returning the **Rental Car**, the **Lessee** shall be obliged to pay the **Lessor** a charge for use, the amount of which equals twice the sum of the **Rental Fee** set out in the **Rental Contract**, or a fee of net HUF 3,000 / hour, respectively, if the illicit elongation does not attain 24 hours. Not sure the meaning of this point, i think its already written in point III – 2.

12. In case of bringing back the vehicle with delay, or illicit elongation, the **Lessee** shall become liable for all the damages occurring in the **Rental Car** after the expiry of the **Contract**. *In this case* – if the **Rental Contract** included a comprehensive insurance – the comprehensive insurance shall be terminated, thus the **Lessee** shall have to reimburse the amount of all the damages occurring in the **Rental Car** (crash, stealing, etc.), and the **Lessee** shall be obliged to reimburse the **Lessor** for all costs of the Lessor arising from bringing back the vehicle with default (transport and quest of the Rental Car, penalties, etc.).

IV. Insurance

1. The **Rental Fee** stipulated in the **Rental Contract** always includes the fee of the obligatory liability insurance which is prescribed by law in Hungary.

2. The **Rental Fee** only contains a **comprehensive insurance (CDW, TP)** (hereinafter referred to as: **comprehensive insurance**) for the cases of breakage and theft damages, if it is indicated in the **Rental Contract**.

In case of a **comprehensive insurance**, the **Lessee's** liability in the cases of breakage and theft damages, with the exceptions set out in the **Contract**, only extends to a fixed compensation fee (own risk). The extent of the compensation (own risk), which may be different in the cases of breakage and theft damages, shall be included in the **Rental Contract**. The amount of the compensation (own risk) is multiplied by the different cases of damage, and it has to be paid as many times as many different cases of damage result in damages to the **Rental Car**.

If the **Rental Fee** does not contain a **comprehensive insurance**, or the insurance company providing the **comprehensive insurance** concerning the **Rental Car** does not reimburse the **Lessor** for the damages for a reason which is imputable to the **Lessee** (e.g. drunken driving, etc.), the **Lessee** has to reimburse the value of the full damage occurred in the **Rental Car**, with the exceptions stipulated in the **Contract**.

3. In case of any kind of breach of contract, communicating false, untrue or misleading data, the **comprehensive insurance** shall be invalid and the **Lessee** shall bear full compensation liability. The **comprehensive insurance** shall be invalid, and the **Lessee** shall bear full compensation liability if the **Rental Car** was not driven by the person named in the **Rental Contract** at the time when the case of damage occurred.

4. The **comprehensive insurance** does not extend to: glass damages of the **Rental Car** (Stone chips), Tyre and wheel damages, injuries of the tire, and the damages of the **Rental**

Car's interior and luggage compartment or the **Rental Car's** base plate and the parts underneath that, abandoned and lost accessories (e.g. cigarette lighter, head rests etc.) - those damages must be fully reimbursed by the **Lessee**.

5. In case of leaving the **Rental Car** unguarded for any short period of time whatsoever, the **Lessee** shall be obliged to take out the Sat Nav system and to make sure that no valuables remain in the **Rental Car**. Otherwise if the car is broken open, the costs of the damages occurring to the **Rental Car** shall be born by the **Lessee**, and the **comprehensive insurance** shall lapse. The **Lessor** cannot be held liable for theft concerning objects belonging to the **Lessee** from the **Rental Car**, or the impairment thereof by a third person.

6. In case of theft damage, the **Lessee** shall bear full compensation liability even if the **Rental Contract** contained a **comprehensive insurance** for the case of theft if it did not return the registration book and the original ignition key of the **Rental Car** to the **Lessor**, or if it had a copy made of the key of the **Rental Car**. In case of a compensation resulting from this, the **Lessee** shall be obliged to reimburse the value of the **Rental Car** which shall be determined by EUROTAX evaluation.

7. In case of losing the ignition key of the **Rental Car**, the **Lessor** has to be immediately notified, otherwise the **Lessee** shall bear full compensation liability. After having been notified by the **Lessee**, the **Lessor** shall see to the change of the locks of the **Rental Car** and procuring new ignition keys, and all the related costs shall be paid by the **Lessee**.

8. Should a case of damage occur to the **Rental Car** by **Lessee's** mistake, the cost of transporting the **Rental Car** back home (towing, breakdown service, etc.) shall be born by the **Lessee**.

9. After a case of damage occurs, the **Lessor** shall determine the amount of the caused damage, thus the compensation payable by the **Lessee** (e.g. own risk) according to the documents or experts' opinions, or invoices, or concerning repair calculations or price quotations regarding the costs of the repair and the renovation of the damage – by signing the present General Terms, both parties accept the objective compensation items included in these documentations. The **Lessee's** compensation liability continues to exist even if the **Lessor** decides not to repair the damage occurred to the **Rental Car** (e.g. it shall sell the Rental Car in the damaged state, or has it repaired later on, etc.).

V. The Lessee's Conduct in Case of an Accident and Other Case of Damage

1. In each case when damage is done to the **Rental Car**, or any other event happens which results or may result in a damage or other payment obligation of the **Lessor**, the **Lessee** shall be obliged to directly inform the **Lessor** and ask for police assistance, and to ask the arriving policeman to make a record of the event. The **Lessee** shall be obliged to deliver a copy of the police record to the **Lessor**.

2. The **Lessee** may not make any statement related to the case of damage to a third person on behalf of the **Lessor**, unless having the written approval of the **Lessor**. The **Lessee** is not allowed to make any statement about taking responsibility regarding the case of damage. The **Lessor** may initiate the rescue and repair procedures as circumstances may require.

3. In case of a traffic accident, the **Lessee** shall be obliged to properly prepare a European accident statement form (the blue-yellow form), and have it signed by all parties. In case of a damage occurring abroad, the verification of the foreign insurance of the person causing the damage must also be attached (if the damage was not caused by the **Lessee**) apart from the above.

4. The **Lessee** undertakes to make a detailed report of the accident for the **Lessor** without delay, within 24 hours from the case of damage at latest. Furthermore, it shall cooperate with the **Lessor** regarding the administration which is necessary for the settlement of the loss by the insurance company (e.g. filling out the vehicle's notice of loss, etc.).

5. If the **Lessee** does not comply with the provisions of the above sections, the **Lessee** may be held fully liable financially and the **comprehensive insurance** becomes invalid (even if the **Rental Contract** contained a **comprehensive insurance**).

6. If the **Lessee** does not submit the documents which are necessary for the damage administration within 24 hours from the occurrence of the case of damage, it shall be obliged to reimburse the **Lessor** for the damages arising from the default of the repair and administration time.

7. After having received the abovementioned documents, the **Lessor** shall determine whether the **Lessee** has to pay a compensation, and the amount of the compensation resulting from the damage to the **Rental Car**. The **Lessor** shall inform the **Lessee** about that in writing at the availability stipulated in the **Contract**.

8. If the insurance company refuses to pay for the damages for a reason which is imputable to the **Lessee** (e.g. drunken driving), or only pays a reduced compensation, the **Lessee** shall be obliged to reimburse the **Lessor** for the damages not covered by the insurance company.

VI. Breakdown of the Rental Car

1. The **Lessor** undertakes to bear the repair costs of the occurrent failures of the **Rental Car** which are reported by the **Lessee** to the **Lessor** on the telephone or in writing, provided that those occurred in the course of proper use (according to the safety of operation and/or transport). Repairs of the **Rental Car** may only be ordered by the **Lessor**, but the **Lessee** shall be entitled to have the **Rental Car** repaired or have a component changed without the further written approval of the **Lessor** up to the value limit of net HUF 5,000 in an official brand service. In case of changing a component, the **Lessee** shall be obliged to hand over the old component to the **Lessor**, otherwise the repair costs shall be born by the **Lessee**.

2. In case of failure of the **Rental Car**'s odometer, it has to be repaired without delay in the closest repair workshop, and the **Lessor** must be immediately notified thereof.

3. The **Lessee** shall be obliged to check the engine coolant level and the engine oil level of the **Rental Car**, and it shall be obliged to sign any occurrent problem arising in the course of the rental related the engine coolant level, the engine or the gear lubricant oil (flowing, freezing, etc.). The **Lessee** shall be responsible for the damages occurring in the **Rental Car** resulting from the use of the **Rental Car** after the engine coolant or the boring oil has flown away or frozen.

4. The **Lessee** undertakes to put the **Rental Car** at the **Lessor**'s disposal for the sake of inspection and maintenance for the time of the service prescribed by the manufacturer, as indicated by the **Lessor**. The **Lessee** shall be obliged to notify the **Lessor** if the **Rental Car** reached the obligatory service interval, the exact rate of which shall be indicated on the vehicle condition sheet belonging to the **Rental Car**. The **Lessor** shall provide a courtesy car for this period. If the **Lessee** does not know when the **Rental Car** shall reach the the obligatory service interval, it shall be obliged to find it out from the dispatcher service of the **Lessor**.

5. The **Lessor** cannot be held liable for disadvantageous consequences happening to the **Lessee** arising from the failure or the improper, imprecise operation of the **Rental Car** or its accessories (e.g. being late from a meeting, etc.). In case of such breakdown of the **Rental Car**, when the **Lessee** is unable to continue its journey with the **Rental Car**, the **Lessor** reimburses an accomodation cost of one day in the value of maximum EUR 70 and a daily fee for one day in the amount of EUR 30 at the most.

VII. Liability of the Lessee

1. The **Lessee** particularly but not only bears full compensation liability to the amount reaching or exceeding the full value of the **Rental Car**, if it drove the **Rental Car** under the influence of alcohol or drugs and/or other possibly narcotic remedies, furthermore, if the **Rental Car** was not driven by the person appointed in the **Rental Contract**, another vehicle was towed by the **Rental Car**, or the **Rental Car** was used in any other improper way.

2. The **Lessee** is obliged to pay all fines and other fees (parking ticket, speeding, motorway sticker, etc.) charged concerning the **Rental Car** during the possession of the **Rental Car**, or to posteriorly refund them if a notification arrives of such a fine afterwards.

3. The **Lessee** bears full and unconditional liability for all damages arising by the **Lessor** resulting from the breach of the **Contract** or the faulty, improper application thereof.

4. If posteriorly the **Lessee** who is indicated in the **Rental Contract** lawfully denies having the **Rental Car** rented itself (e.g. a false signature or certificate, or a signature based on an invalid, false power of attorney in case of a legal person, etc.), then the person who has signed the **Rental Contract** either as the **Lessee** or as the chauffeur shall qualify as **Lessee** as a private person, and shall be liable for the performance of all payment obligations towards the **Lessor** arising related to the use and the possession of the **Rental Car**.

VIII. Payment and Financial Conditions

1. Unless agreed otherwise, the **Lessee** shall be obliged to pay the **Rental Fee**, the fees and occurrent caution in advance, or provide them as a deposit through a classic type bank or credit card. The rental and other fees are included in the **Contract**. If the rental or other fees are determined in a foreign currency, and the reservation, the handover of the car and the credit card transaction (payment) happen in different points of time, a rate difference may occur as a consequence of the change from the foreign currency to HUF. The **Contracting Parties** assume the loss or profit which might result from this, and they declare that they shall not claim those from the other party.

2. The **Lessor** shall not be obliged to pay an interest to the **Lessee** after the deposit placed by it, or for the deposit blocking transaction commenced by it. After the termination of the **Contract** and the settlement with the **Lessee**, if the **Lessee** completely fulfills its payment obligations, the **Lessor** shall be obliged to dissolve the blocked deposit of the credit card at latest within 72 hours. However, the **Lessor** cannot be held responsible if the dissolution of the credit card deposit happens later than this deadline if the **Lessor** verifies that it has initiated the deposit dissolution transaction within the abovementioned deadline.

3. By signing the **Rental Contract**, the **Lessee** approves and irrevocably authorizes the **Lessor** to charge the **Lessee's** bank or credit card with the amount of the claim, or issue an immediate encashment concerning the bank or credit account behind the bank or credit card, for the sake of collecting the **Lessor's** claims (see also Section VIII/4). In case of the failure of these, the **Lessor** shall initiate legal proceedings, liquidation proceedings, or proceedings of distraining for the sake of collecting its claims.

4. The following payment obligations of the **Lessee** may arise, and the **Lessee** undertakes payment or compensation obligation regarding the following:

a, The **Rental Fee**, and other fees related to the rental, respectively.

b, In case of failing to pay a fee or default payment, the arising attorney's costs, cost of the proceedings, collection and other costs, furthermore a default interest, the rate of which equals the double of the all time base rate of the National Bank of Hungary.

c, Fees of transporting out and back.

d, Additional charge payable after exceeding kilometres, if not stipulated otherwise by the **Contract**, net HUF 30 / excess kilometre. In case of a rental exceeding 30 days, if not regulated otherwise by the **Contract**, a mileage above 3500 kilometres/ month qualifies as kilometre exceeding.

e, A compensation amount determined in the **Contract** related to a case of damage occurring in the **Rental Car** in case of breakage or theft damages (own risk of **comprehensive insurance**), or other obligation for compensation, respectively.

f, The (interior, external) cleaning of the **Rental Car**, if the **Rental Car** is returned in a more contaminated state that can be generally expected.

g, Parking, motorway and other fees, and other fines, punishments imposed related to those or the use of the **Rental Car**.

h, In case of missing fuel at the time of returning the **Rental Car**, the additional charge of refuelling (see Section m.) and the cost of the fuel.

i, Any compensation obligation of the **Lessee** which is prescribed by the **Contract**.

j, Additional charges for losing the accessories, certificates or other documents of the **Rental Car** and the costs arising for the sake of their replacement.

k, Compensation for the damages to the **Rental Car** or its accessories caused by improper use, breach of **Contract** or other damage, payment of the own risk of insurance according to a repair invoice, repair calculation or other calculation, price quotation, invoice.

l, Value added tax (VAT) and other taxes, fees, which have to be paid according to the law in the abovementioned fees.

m, The **Lessee** shall be obliged to pay a further administration fee of net HUF **4,000.- + VAT** / event to the **Lessor** beyond the payment obligations set out in Sections **g, h, i and j** above for the administration carried out by the **Lessor** related to those events.

n, The **Lessee** shall be obliged to pay a further administration fee of net HUF **12,000.- + VAT** / event to the **Lessor** beyond the payment obligations set out in Section **k** above for the administration carried out by the **Lessor** related to that event.

IX. Data Management

1. The **Lessor** undertakes to use the data stored about the **Lessee** solely for the contractual cooperation and the communication of its own marketing promotions, and shall not reveal the personal data of the **Lessee** to third persons with the exceptions set out in the **Contract**.

2. If the **Lessee** does not return the **Rental Car** to the **Lessor** in case of the expiry, renunciation, or other kind of termination of the **Contract**, the **Lessor** is entitled to reveal the personal data to third persons and authorities in defence of its own rights.

3. The **Lessee** approves to have the informations related to the **Rental Contract** and the personal data of the **Lessee** delivered by the **Lessor** to the authorities and other organizations proceeding in the course of collecting the rental and other fees and any kind of fines and payment obligations regarding additional charges related to the use of the **Rental Car**, or legal or other persons assigned by the **Lessor** for claim management and collection.

X. Other Provisions

1. The **Contracting Parties** declare that in case of any legal dispute arising from the **Contract**, they regard the provisions of Hungarian law as governing law. For questions not regulated by the **Contract**, they regard the effective provisions of the Hungarian Civil Code as valid, and they stipulate the exclusive jurisdiction of the competent Court according to the seat of the **Lessor** which is registered by the time of signing the **Contract**.

2. The **Contracting Parties** declare that if any condition of the **Contract's** provisions proved to be invalid, the **Contracting Parties** would still conclude the **Contract** without that condition, and the invalidity of one or more sections of the present general terms and conditions does not affect the validity of the remaining sections, or the **Contract** as a whole, respectively.

3. These terms and conditions are for guidance only. In the event of any dispute the Hungarian terms and conditions will apply.

Tüskevár, July 1, 2010