

## Lease Contract Conditions (General Terms and Conditions)

- 1./The conditions of the Lease Contract jointly qualify as a Lease Agreement.
- 2./The contracting parties agree upon the creation of a legal relation between the lessor and the lessee as per to the conditions of the lease contract. The lessee is charged with the rental fee by the lessor. The rental fee covers the car liability insurance, the Casco insurance, the vehicle usage tax (formerly known as weight tax) and every intermittent maintenance and repair costs – except puncture repair costs – that come from an intended use.
- 3./The lessee is obliged to pay a certain amount of deposit or hand over a car, which is certifiable his/her own and will function as a bail. This bail loses its effectiveness once the contract expires or the rental fee is fully paid. In case of a currency bail it will be counted as part of the rental fee and the lesser is authorized to pay any costs from it which come from a breach of contract. In case the lessee fails to pay the balance he/she immediately resins his/her rights for the use of the car and the contract validity ceasas immediately! Regardless, the lessee's debt still stands!
- 4./ The lessee is not allowed to lend the rental car to anyone except the person listed as the authorized driver. The lessee, during the rental period is not allowed to use the car as a deposit, pledge it or debit it in any other way.

### **I.Contract-related obligations of the lessee**

- 1./The lessee is obliged to comply with every relevant law, traffic regulations and other standards during the car usage. It is the lessee's responsibility to pay for any fines or penalties received from the police or any other authority. The lessee gives his/her consent to the lesser to copy any personal data and hand it over to the authorities or to companies that gave the fine.
- 2./The lessee is obliged to hand over the car with all of its accessories and the vehicle license to the lesser once the contract expires. The lessee can ask for prolonging the contract in person in case he/she presents the car to the lesser.
- 3./In case the lessee dose not hand over the car on the date specified in Section I. He/she is bound to pay a daily extra 50% of the rent. In case the contract expires the lessee's right of use to the car ceases and he/she is responsible for any damages that would not have occurred otherwise. In case the lessee is late with the payment the lesser is entitled to look up the car and take possession of it regardless of the non-presence of the lessee. The cost of a one time car repossession attempt outside the establishment of the lesser is four times the daily rent, which needs to be paid alongside with the belated payment. The lesser is entitled to press charges against the lessee in case he/she fails to hand over the car, or when the repossession attempt is unsuccessful.

### **II.Vehicle operating and usage**

- 1./The lesser hands over the car to the lessee in a ready for intended use condition. The followings – among others – are not considered as intended use: freight transport, participating in a car race.
- 2./In case of a car failure which was not the lessee's fault, he/she is obliged to report the issue within 12 hours. It is the responsibility of the lesser – depending on his capabilities – to provide a replacement car if the lessee requires one and if the car is not repairable within 48 hours. Any loss that occurs due to the delayed arrival to the destination after a car failure is not enforceable aganist the lesser. The lesser takes no responsibility for this kind of event.

### **III.Operating responsibilities of the lessee**

- 1./ The vehicle's fuel and lubricant costs is paid by the lessee – he/she has to bring back the vehicle with a full tank upon contract expiration. The lessee is obliged to use the vehicle as intended, with care that can be expected and to try prevent any damage or theft by locking it and turning on the alarm system. The lessee must pay for any loss relating to the car's documents, tools and other accessories.
- 2./ During the contract period the lessee is obliged to bring the car to the lesser for a technical inspection on a prearranged date, or at least once a month. In case the lessee fails to do so he/she is required to pay a penalty of four times the daily rental fee to the lesser. The lessee is obliged to pay for any coast that come from the misuse of the car or from failing to comply with the liabilities listed above. In the case of monthly rental, a maximum of 4000 km can be made, but may differ according to individual contract. In case of a daily rental the maximum is 150-400 km (depends on the number of hired days). Every extra km is an additional 30.-HUF gross. The lessee is obliged to pay for any costs for which a which a missed payment would result in a traffic offence or violation of the law e.g.parking speeding, highway toll etc. The lessee contributes to having his/her IDs, licenses photocopied for order-evaluation.

### **IV.Leaving the country**

- 1./ The lesser – as per Part I. – allows the lessee to leave the country in case he/she pays the price of the permission and the contract does not expire while in abroad and the kilometers limit is not exceeded. The papers required for the car to leave the country (especially inland and international insurance, customs and Casco insurance extending for those specific countries) are obtained by the lesser or by the lessee in case of the lesser gave authorization but the costs have to be paid by the lessee in both cases. In case the lessee takes the car abroad without the permission of the lesser he/she is obliged to pay double the daily rental price.

### **V.Threat of damage, insurance**

- 1./ During the time of the rental the lessee – regardless of the culpability – bears the threat of damage which is –considering the lessee complies with the contract fully – the insurance's own contribution so 10% or a minimum of 70.000.- HUF. In case the damage can only be covered by the CASCO insurance, the lessee is obliged to pay three times the insurance's own contribution part to the lesser. If the lessee have not redeemed the insurances' own contribution part, he/she in case of an insurance claim is obliged to pay the lesser – without any investigation – for the full damage within 2 workdays. In case the car is stolen the own contribution part mentioned above is effective, or if an event occurs that is not covered by the Casco insurance, the lessee has to pay the full costs as well. If the damage event affects the Bonus/Malus classification of the lesser negatively, the lessee also has to pay the difference in the insurance price!
- 2./ In case the vehicle suffers any accident or damage during the rental time, the lessee is obliged to notify the lesser before calling the police or any other authorities. The lessee is obliged to do everyting within his/her capabilities in order to protect the lesser of further damage, but except immediate damage-preventing actions he/she is not allowed to state any other disclaimer, and is obliged to pay for costs originating from failing to comply with the above mentioned responsibilities.
- 3./ The contracting parties mutually agree upon entering into negotiations in case any problem occurs in order to settle the debate peacefully. If the negotiation is unsuccessful within 30 days, the arguing party is obliged to take the case to court within another 30 days to avoid forfeiture. The contracting parties stipulate a competent court where the contract took place. Central District Court of Pest has exclusive jurisdiction!
- 4./ In case of a late payment the lessee is obliged to pay the amount of interest for the lesser specified in the effective Civil Code. For questions not detailed in the current contract refer to the lease contract parts of the Civil Code.

Hereby I confirm that I have read and understand the terms and conditions, and have I signed it in the awareness of my criminal-law liability and from my own will.

The current General Terms and Conditions takes effect from April the 20th,2016