

GENERAL CONDITIONS OF CAR LEASING

INTRODUCTION

The relationship between VLS RENT CARS SRL located in Aleea Foisorului nr. 1A, BL. V74, sc. 2, et. 3, al. 34, Sector 3, Bucharest, Tax Identification Code RO26051415, registered within Trade Registry under the number J40/9498/01.10.2009 and its clients, natural persons or legal entities (hereinafter called "Lessee") are governed by the contract signed between the parties, by the present General Conditions of Car leasing by the legal provisions and by the valid normative acts. These relationships rely on mutual trust, confidentiality and good faith.

INTERPRETATION

In the present document the following terms shall be interpreted as follows:

- Lesser:** VLS RENT CARS SRL, with the identification data as they were mentioned above, is the owner of the right to use the Car;
- Car:** A vehicle that is in the Lesser's possession and complete use;
- Lessee:** A natural person or a legal entity that has the right to use one or several cars according to a leasing Contract with the Lesser, for a determined period and in exchange of a price.

I. THE DELIVERY AND THE RECEPTION OF A CAR

The delivery and the reception of the Car shall be done at the term agreed by the Parties and shall be written in the delivery-reception minute that constitutes Appendix A to the leasing contract and is an integrating part of it.

The Car shall be made available for the Lessee together with the identity card and all the other corresponding equipment (medical kit, jackscrew etc.) that shall be written in the delivery-reception minute.

The Car shall be returned in the same conditions in which it was returned in accordance with Appendix A, under the sanction of retaining the guarantee, as it was established in the content of the contract.

The place where the Car shall be delivered-received is the one written in the content of Appendix A. The Lesser shall return the Car in the place where he/she received it under the sanction of

paying an additional tariff of 2.50 lei/km; the distance shall be calculated as the difference between the Car's delivery place and the Car's reception place respectively.

Under the sanction of retaining the guarantee as compensations and the exclusion from the coverage by the insurance, the Car shall not be used and driven in the following situations:

- a) For breaking the valid legislation and/or any traffic rules;
- b) For transporting persons or goods in order to obtain an income;
- c) For pushing or towing other vehicles, trailers or other objects;
- d) For taking part in car contests, car races or car tests;
- e) For driving on unmarked roads on the official map of Romania.

II. GENERAL CONDITIONS RELATED TO THE INSURANCE

The insurance does not exonerate the Lessee from the responsibility to pay for all and/or any damage caused to the Car in the following cases:

- a) The Car damage of any kind was caused by the Lessee's fault and/or negligence;
- b) The Car was driven by breaking the valid legislation;
- c) The Car was used for transporting persons or goods in order to obtain an income;
- d) The Car was used for pushing or towing other vehicles, trailers or other objects;
- e) The Car was used while the Lessee or the Car Driver was under the influence of alcohol, drugs, narcotics or other substances that jeopardized the psychological and physical abilities to react;
- f) The Car was used in car contests, car races or car tests;
- g) The Car was used on unmarked roads on the official site of Romania;
- h) The Car was given for use to an unauthorised person ("the unauthorised person" means any other person who is not mentioned in the content of the leasing contract as being the Car Driver);
- i) The Lessee did not lock the Car while using it and did not have the Car papers at that moment and they disappeared;
- j) The Car was deteriorated deliberately or out of negligence;
- k) In case there are no statements or minutes drafted by the Police while delivering the car, which could show that the prejudice caused to the Car is not a consequence of the Lessee's fault or of breaking the valid legislation.

III. THE LESSER'S RIGHTS AND OBLIGATIONS. STATEMENTS

- a) The Lesser has the right to receive on time the full price of the contract, to retain the guarantee under the conditions stipulated in the content of the leasing contract and of the

current General Conditions as well as to be paid any costs related to the repairs of the Car;

- b) The Lesser has the obligation to make available the Car for the Lessee during the contract length;
- c) The Lesser has the obligation to deliver to the Lessee the Car with all the necessary papers and related equipment;
- d) The Lesser has the obligation to refrain from any fact that would have as a consequence the Lessee's disturbance while using the Car, a de facto or de jure disturbance. The Lesser is not responsible for the trouble caused by a third party that does not invoke any right upon the Car;
- e) The Lesser is not responsible for the Car's malfunction or inadequate function, nor for the unwanted accidents if they are caused by the Lessee's fault while using or failing to follow the user's manual as well as in case of not requesting the Lesser's technical assistance;
- f) When returning the Car, the Lesser shall fill in the Technical Certificate and shall draft the final fiscal documents;
- g) The Lesser is not responsible for the damage occurred to the Lessee or to the accompanying persons or for the loss or deterioration of the personal goods left unattended inside the Car;
- h) The Lesser declares that the Car meets all the technical requirements for use and that it functions normally;
- i) The Lesser has any rights and obligations by law and by the current contract.

IV. THE LESSEE'S RIGHTS AND OBLIGATIONS. STATEMENTS.

- a) The Lessee has the obligation to be 21 years old, a driving licence for the category of the Car that is the object of the leasing contract, with the seniority required by the provisions of the valid laws;
- b) The Lessee has the obligation to pay for the counter value of the Car lease;
- c) The Lessee has the obligation to pay for the possible costs of repairs and additional costs according to the stipulations of the leasing contract;
- d) The Lessee has the obligation to exploit the Car in normal conditions according to the use and maintenance instructions elaborated by the manufacturer and specified in the user's manual;
- e) The Lessee has the obligation to pay for the fines issued by the authorities for contraventions or crimes committed while the car is leased by the Lessee and/or the Car Driver;
- f) The Lessee has the obligation to return the Car at the expiry of the contract length, undertaking the sanctions for the delay, according to the provisions of the leasing contract;

- g) The Lessee has the obligation to declare immediately any road event to the police bodies within the city/village where it occurred;
- h) The Lessee has the obligation to notify the Lesser immediately about any road event or damage caused to the Car;
- i) The Lessee has the obligation to protect the Car against the villains. The usurpation refers to any prejudice coming from a third party upon the possession of the used Car. The Lessee has the obligation to notify the Lesser in due time so that the latter could be able to protect oneself against the usurpation attempt. In case the Lessee neglects to notify the Lesser, he/she shall be responsible for the prejudice encountered by the Lesser after the failure to notify;
- j) When the leasing period ends, the Lessee has the obligation to deliver to the Lesser the Car with all the related equipment, accompanied by the papers that were handed in;
- k) The Lessee has the obligation to pay for the counter value of the repairs in case of Car damage.
- l) The Lessee has the obligation to take care of the Car as a good owner, following the user's instructions and maintaining it in good operating conditions during the leasing contract. The maintenance and use costs shall be the Lessee's responsibility.
- m) The Lessee has any other obligations by law and by contract;
- n) The Lessee declares having been notified about the initial amount authorised for payment and shall accept any subsequent payment that shall be imputed to him/her in accordance with the leasing contract and the current General Conditions;
- o) The Lessee declares taking knowledge about the maximal capacity of the Car and that any contrary use brings along the Lessee's fault for the possible damage or produced damage;
- p) The Lessee declares understanding and accepting that the insurance of the Car does not exonerate him/her from the payment for the damage of any kind produced upon the Car as a consequence of the failure to comply with the traffic rules and with the use conditions;
- q) The Lessee declares understandings and accepting that, in case the Car has been driven under the influence of alcohol and/or drugs or other such substances, the Lesser / the Car driver shall be the sole responsible for the complete repairs of all the damage of any kind;
- r) The Lessee has the obligation not to give the Car to an unauthorised person for use; in this case, the unauthorised person means any other person who is not the Car Driver as it was mentioned in the content of the leasing contract;
- s) The Lessee has the obligation to keep the Car locked while it is not used and to have its papers all the time;
- t) The Lessee and/or the Car Driver are the only ones who are responsible for all and for any damage caused to the third parties, not being able to make the Lesser responsible.

V. CONTRACTUAL RESPONSIBILITY

Criminal clauses. Compensations

For the partial or total failure to comply, or for the faulty performance of any of the clauses of the leasing contract and the current General Conditions, the Lessee has the obligation to pay for compensations in the amount of 10,000 lei.

VI. SUBLEASING

The Lessee shall be allowed to sublease the Car only with the Lesser's prior written consent, under the sanction of paying for compensations.

VII. TERMINATION OF THE LEASING CONTRACT

The leasing contract shall be considered fully terminated without a prior notification and without the intervention of the trial instances in the following cases:

- In case the Lessee fails to pay for the price of the leasing contract as it was agreed by the Parties;
- In case the Car is damaged;

LESSER

LESSEE