

GENERAL TERMS AND CONDITIONS

The car lessor leases the vehicle specified in items 10 and 11 of this agreement to the lessee whose name and address are stated in boxes 3 and 6. The lessee confirms that he agrees to use the vehicle on the terms and conditions specified in the Car Lease Agreement (rent duration, place of car return, price, etc.) and pay rental fee as agreed, he also agrees and undertakes to comply with any and all terms and conditions of the Car Lease Agreement. By signing the lease agreement, the lessee understands his responsibility in regard to the signed agreement. All communication and information are sent to the address notified by the lessee to the lessor.

1. The lessee undertakes to take the vehicle together with tyres, documents and fitment back to the lessor at the place (office) stated in item 18 or before the date specified in the agreement (item 17). The car lease agreement can be extended with prior consent of the lessor, and the extension is executed and signed by the lessor. In case you fail to return the car at the stated place and in the specified time (item 17), the lessee agrees that the lessor may initiate the car to be subjected to an arrest warrant.

2. The lessee must make sure that he received the car in its original technical and working condition, with the undamaged and clean interior and without any visible damage or traces of road accident. Later claims of any visible damages shall be not admitted.

3. The rental vehicle must not be used:

a) for willful or explicit fee-based transport of passengers;

b) for towing of other vehicle or trailer;

c) for transport of goods in violation with customs regulations or any other illegal activity;

d) by a driver who goes in alcoholic state or is otherwise under the influence of any narcotic drug, or who has no driving license of the relevant category;

e) for races or race training;

f) for driving lessons;

g) for driving outside the traffic way.

4. Use of vehicle:

a) the vehicle may be driven by a person of the full legal age, specified in item 3, who has had valid driving license for a minimum of 2 years. A number of driving license is written in box 5;

b) the vehicle may be also driven by other individuals authorised by the lessee and complying with the provisions of this item, paragraphs a and c. Data about the lessee's authorised driver must be included by the lessor into the car rental agreement;

c) the lessee shall be fully liable for every included driver and check how the latter complies with the general terms and conditions of the rental agreement.

5. The lessee undertakes to pay personally to the lessor (against the demand of the latter):

a) the rental fee under the current prices, calculated on the basis of the rental days. If the vehicle comes back later than the date specified in the rental agreement, the lessee undertakes to pay for the calculated rental period on the basis of the actual date of return. If the vehicle is returned prematurely, the lessor has the right to alter the daily fee specified in the agreement, applying the effective prices of the pricelist;

b) all additional fees, including v.a.t. (insurance against traffic accidents, theft, etc.) that he has agreed with at the moment of signing under the agreement. The lessee undertakes to return the vehicle with the same reading of fuel as it is stated in box 12, otherwise the lessor has the right to apply the fee for filling of the tank;

c) fine for drunk driving or any improper or other illegal activity which causes the accident, parking fines, towing fines (including cases where party at fault was extra driver specified in the agreement). He is also bound to redeem the costs of the vehicle repair together with all other expenses caused by the accident;

d) damage to the vehicle, which occurred since the client returned the vehicle outside of business hours, or the vehicle came back so that it was not inspected together with the worker, and the lessor discovered a damage to the vehicle during a later inspection. The client shall be also fully liable for the safe-keeping of the vehicle with regard to any and all damages that had occurred before the lessor inspected it;

e) the specified daily fee for the days spent on repair of the damaged vehicle (maximum of 30 days) in case the damages were willful, were caused by driving the vehicle under the influence of alcohol or narcotic drug or as a result of violation of any other general provision of the lease agreement;

f) penalty in the amount up to 500 (five hundred) euro, if the lessee caused the traffic accident in which the car became unserviceable;

g) the lessor may ask the lessee to pay in advance at the beginning of the rental period in the amount of the calculated rental fee;

6. The lessee and every authorised driver are bound to take all necessary measures to safeguard the interests of the lessor and the insurance company in case of traffic accident which happened during the rental period, by: ascertaining the names of all the participants; not admitting his fault or liability without considering all circumstances; not leaving the vehicle unattended or not taking precautions for its safety; promptly informing the police about the accident and staying at the scene of the event until the police will have permitted to leave; writing the explanatory report for the lessor about the accident and delivering it to the lessor within 24 hours.

7. The lessor shall be held harmless for the loss or damage to the value of the vehicle left by the lessee or to the property transported by him. The lessee shall release the lessor from any liability for acts, taxes, claims and damage caused by the foresaid case of the damage or violation.

8. If the lessee does not use the vehicle, he is bound to take the precautions (to lock the doors of the car, block the steering wheel, remove the radio from the dashboard, etc.) to avoid a potential misfortune or theft.

9. The lessor being non-owner during the rental period cannot be liable for the accident which was caused by a mechanical defect of the vehicle, or its parts or mechanisms, or any other defect for any other reason.

10. The lessee admits that goods transported by the vehicle are his exclusive ownership. On the basis thereof the lessor is held harmless for any damages to the transported goods.

11. In capacity of the user specified in this lease agreement and the owner of the valid driving license the lessee is bound to know and comply with the current traffic regulations, accepting any fine or other costs caused on his part by the violation of the traffic regulations.

12. Should the lessee fail to comply with any provision of this agreement, in the first place, if he fails to return the vehicle by the fixed date, the lessee shall authorise the lessor to take the vehicle back immediately, without a prior notice of the lessee about that and regardless of the place where the vehicle is located, and shall release the lessor from the liability for damages or costs caused by the evacuation (towing performed by the municipal car evacuation service). The lessor shall be also held harmless for deterioration or damage, caused to the objects or materials inside the vehicle at the moment of evacuation. However, the lessor shall do his best to safeguard the lessee's interests.

13. The lessor has the right to demand from the lessee a compensation for exterior wash and/or cleaning of the interior under the current pricelist.

14. This agreement complies with and is judged by the laws of the Estonian Republic. Any disputes, disagreements or claims that may arise between the parties in regard to the application or interpretation of the agreement shall be settled by means of negotiations, and in case of failure – in Tallinn City Court.

15. Any amendments made to the provisions of this agreement shall be held to be invalid if they are not drawn in writing and confirmed by the signatures of either of the parties.