

## STANDARD TERMS AND CONDITIONS OF RENTAL AGREEMENT

The Lessor, in the following called Hertz, hereby rents vehicle identified overleaf to the Renter subject to all terms and conditions on the front page and this page and the Renter agrees to these terms and conditions as the essence of the agreement.

### 1. Delivery and return

The vehicle is delivered to the Renter in good overall condition and without apparent defects under front page of this agreement's damage report and any complaints as to its condition desirable to be made to Hertz immediately upon receiving the vehicle. The Renter agrees to return the vehicle in good overall condition and with all documents, set of keys and accessories to Hertz at the location and on the date designated in this agreement. Hertz reserves the right to repossess the vehicle at any time without a prior notice at the Renter's expense if the vehicle is used in violation of this agreement.

### 2. Damage, Loss, Theft etc.

In the event of damages to or loss or theft of the vehicle or its parts, including fire and breakage of glass, the Renter shall, irrespective of the Renter's or driver's fault, pay Hertz the amount of all resulting loss and expenses of Hertz (including but not limited to replacement or recovery costs, repair costs, compensation for decline in value and loss of rental revenue), if not complied and executed with this Agreement's 5th term. The loss of rental revenue is calculated as a daily rental charge including 100 km, until the day the vehicle or a replacement vehicle will again be available to Hertz.

### 3. Collision Damage Waiver, Theft Protection

The Renter's liability in case of damages to the vehicle or its parts can be reduced if the Renter accepts Collision Damage Waiver (CDW).

Liability for damages to interior and interior accessories of the rented vehicle can not be waived.

The Renter's liability in case of loss or theft of the vehicle or its parts can be reduced if the Renter accepts Theft Protection (TP).

"Accepting CDW" and/or "Accepting TP" on the front page of this agreement, the Renter agrees to pay additional CDW and/or TP charges according to the current valid tariffs of Hertz.

### 4. Super Cover

The Renter's liability in case of damages or theft to the rented vehicle and its parts can be additionally waived if the Renter accepts Super Cover (SC).

"Accepting SC" the Renter agrees to pay additional SC charge according to the current valid tariffs of Hertz in order to fully waive liability in case of damages or theft to the rented vehicle or its parts, except in cases of damages to interior and/or interior accessories of the vehicle.

### 5. Voiding of Damage Waivers and Theft Protection

In cases of the Renter's deliberate grossly negligence or breach of any terms and conditions of this agreement, especially if no relevant police Protocols have been made about accidents/damages or thefts, even if the Renter has accepted and paid CDW, TP and SC, it doesn't waive the Renter's full liability for the rented vehicle.

### 6. Insurance

The rented vehicle is covered by third party liability insurance according to the Compulsory Third Party Liability Insurance for Inland Motor Vehicle Owners.

### 7. Charges and method of payment

Renter agrees to pay rental charges according to the current tariffs of Hertz that are valid at the time this agreement is signed. By signing this agreement renter acknowledges being acquainted with the current tariffs of Hertz.

By signing this agreement, Renter agrees to pay rental changes and other additional charges stipulated in the Agreement front page, according to this agreement with payment method (credit card number) that is shown on this rental agreement.

### 8. Liability of Hertz

Hertz is liable only for loss or damage caused to the Renter or a third party connected with rental or usage of rented vehicle if such loss or damage was caused by the Hertz's fault or deliberate gross negligence.

### 9. Conditions of Use

The Renter is expected to look after the vehicle as a decent and careful owner, particularly making sure that the vehicle is not used as follows:

- a) To carry persons or property for hire;
- b) To propel or tow any vehicle, trailer or other objects;
- c) In any race, test or contest or training/preparing for such events;

d) In the territory outside of Baltic states (Latvia, Lithuania, Estonia)

When leaving the rented vehicle, the Renter is fully responsible for locking the doors, closing windows and activating alarm system, as well as not leaving in the vehicle its registration documents, keys and alarm remote.

The Renter/driver of the renter vehicle must comply with the relevant European Union's country's regulations regarding driving under influence of alcohol and other intoxicating substances; comply with traffic regulations or other legal regulations; it is forbidden to hand over the rented vehicle to a third person unless this person is registered as an additional driver on the rental agreement.

**Penalties:**

In case of car registration documents and/ or keys lost Renter will be charged a fee of 430.00 EUR for costs and administration of renewal of registration and/ or keys.

All tickets and administrative sanctions resulting from violation of the Traffic Law during rental period are absorbed solely by Renter. Additional administration handling fee for same amount as penalty or minimum of 36.00 EUR per ticket will be charged.

Smoking is prohibited in all Hertz vehicles. Failure to comply this rule Renter will be charged a cleaning fee of 100.00 EUR

**10. Personal Insurance**

"Accepting PAI" on the front page of this agreement, the Renter agrees to pay additional PAI fee according to the current valid tariff of Hertz in order to acquire personal accident insurance of the driver and passengers of the rented vehicle in case of accidents causing death or disability. Insurance coverage limit is set by the current valid tariff of Hertz.

**11. Accidents, thefts**

In case of a traffic accident, Renter must act according to respective EU country's traffic regulations, by either calling the police or filling in Agreed Statement - a form, which is completed by drivers of motor vehicles involved in a traffic accident at the place of accident and which, under a signature, certifies the circumstances, facts and scheme of the traffic accident. If the vehicle is damaged in other accidents (for example, falling tree or other object), police must be called to the scene of the event and the Renter must ensure that an accident protocol had been made. If the vehicle is stolen, police must be called to the scene of the event and Renter must ensure that the fact of theft was registered. In case of any accidents or theft of the vehicle or its parts Renter must inform Hertz immediately and fill in an appropriate damage or theft report. Renter must ensure that all information is collected from other parts involved in the accident and contact information of eye witnesses is collected in order to have complete information about the accident or theft.

Under no circumstances claims by third parties must be accepted by the Renter connected with accidents or thefts of the vehicle or its parts. The renter is obliged to assist Hertz and/or its insurance companies in all claims or legal affairs in connection with the accident, damage or theft of the vehicle or its parts.

**12. Personal Data**

The Renter acknowledges that person-related data, including personally identifiable data on this rental agreement will be processed during and after the term of this Agreement only according to the Law of protection of personally identifiable data and other legal regulations of Republic of Latvia.

**13. Site of court, jurisdiction**

This Agreement shall be in accordance with the laws of the country of residence of Hertz and all disputes which may arise out of or in connection with this