

Concluded between:

**SC Automotive Mobility Solutions SRL**, whose registered office is in Popesti-Leordeni, street Soroiu Stroici Elena, no 36, Chamber 1, Ilfov County, registered with the Trade Registry under No J23 / 1624/2012, CIF RO30303928, represented by Mr. MOANTA Stefan, mandated for the signing of this contract and hereinafter referred to as SUPPLIER, on the one hand,

and

Company / Ms / Mr .....  
address: .....

Registered with the Trade Registry number / ID / Passport .....  
CIF / CNP ....., representative of ....., Mandated for the signing of this contract, hereinafter referred to as BENEFICIARY, on the other hand, have jointly agreed, as Parties, to this Agreement.

**I. SCOPE OF THE CONTRACT** is to make available, for a temporary use, by the Supplier to the Beneficiary a car, the details of which are contained in the Delivery Report, Annex 2 to this contract.

**II. DURATION** of this contract is of ..... days, with the possibility of extension by the Beneficiary via telephone or written request. The termination of this contract is determined by the date of delivery of the vehicle mentioned in the delivery note. The minimum duration is 24 hours. The 1 hour interval over the 24 hours is not charged. If the car will be returned later than 1 hour from the time of delivery from the rental contract, an additional day will be charged.

**III. PRICE.** The rental cost per day is ..... Euro / day TAX included. Daily mileage limit ..... extra cost per kilometer ..... The payment of the rental services is done before delivery and the eventual costs can be paid upon return (extra days, fuel, damage not covered by the CASCO policy, CDW, SCDW, TP, lost of accessories, keys, documents etc.). For periods longer than 30 days, the Supplier may agree with the Beneficiary that the payment is made for the first 30 days and thereafter for successive periods of 30 days prior to the beginning of the new 30-day period.

The deposit / warranty for CDW, SCDW, SSCDW or theft (TP) accident is ..... Euro and if the vehicle is involved in an accident or theft, it will stop / pay the amount of ..... Euro per event irrespective of guilt. The Beneficiary opts for additional insurance for SCDW or SSCDW for which he will additionally pay the amount of ..... Euro / day TAX included.

**Extraoptions:** .....

**Comments:** The Euro rate used is the rate communicated by the National Bank of Romania on the day of invoice issuance + 1.5%  
.....

Euro conversion rate to RON ..... Total rental ..... Euro - ..... RON

#### **IV. CONVENTIONAL TERMS OF USE:**

##### **1. The short-term rental service includes:**

- A. Road Tax (ro-vignette), Asigurari (CASCO, TPL) - The BENEFICIARY is fully liable for the payment of damages caused by accidents or theft not covered by CASCO described in the CASCO Exclusions - Appendix 1.
- B. Delivery of the vehicle to the address requested by the Beneficiary, within Bucharest and Cluj Napoca.
- C. Driver and vehicle assistance. The Assistance Service includes: brackdown , towing in Romania.
- D. Periodic revisions every 15,000 km / 20000km / 30,000km depending on the vehicle model (oil, filters) or any other mechanical or electrical repairs due to normal vehicle wear.
- E. Tires according to the season
- F. Moving the vehicle from the Beneficiary to repair shop in case of need of mechanical or tire service.

##### **2. Excluded from this contract:**

- A. Fuel cost if the vehicle is returned with the empty or partially empty tank
- B. The cost of additional equipment or extra services as specified in APPENDIX 3 - Terms and Conditions, for example the cost of the keys, the registration certificate, the registration numbers in the event of their loss.
- C. Delivery / return of the vehicle outside of the cities where the service is free or in the Extra Hour intervals (M-F 9-18)
- D. Other travel charges and costs related to the use of the vehicle (highway or tool taxes).
- E. Repairs not due to the normal wear and tear of the vehicle. As an example, but not limited to the following cases: wrong fueling, use of windscreen-free winds during winter, use of cars in competitions, etc.

**F. Collision Damage Waiver (CDW), Special Collision Damage Waiver (SCDW) and "Theft Protection" (TP), meaning, accident insurance (whether or not it is the fault of the Beneficiary or driver of the rented vehicle) Respectively for theft (and / or attempt to steal the vehicle with damage to the vehicle, which limits the financial liability of the Beneficiary in the event of accidents and theft to the value of CDW, SCDW and TP referred to in point III.**

G. Damages to the vehicle which are exempted from the CASCO insurance or for which no damage file has been filed. The damages will be determined by comparing the condition of the vehicle at the date of delivery and the condition of the vehicle at the date of return as it appears from the Delivery Minute.

H. Costs not covered by the CASCO policy, casco exclusions being detailed in Appendix 1 to this contract.

**3. The delivery of the vehicle** to the Beneficiary is made after the signing of this contract and the annexes. The date on the Delivery minutes - Appendix 2 is the start date of this contract.

**4. The use of the vehicle** contracted by the Short-term Rent Service shall be made only by a valid driver at least 1 year old and valid in Romania. The Beneficiary remains responsible for any violation of the Romanian legislation during the use of the vehicle contracted in the short-term rental service.

**5. In the event of an accident** with or without the fault of the beneficiary, theft or attempted theft that caused damage to the vehicle, the beneficiary will notify the Supplier within 24 hours. The BENEFICIARY will obtain the police damage report (including the alcohol test in the event of an accident), the certificate of repair with signature and the stamp of the Police, TPL copy, driver licence, registration certificate of the guilty driver. If the Beneficiary fails to submit these documents to the Supplier, he is liable for entire damages costs regardless of whether or not he has been guilty of injury or theft of the vehicle. **An amiable report form is not acceptable.**

**6. Vehicle Return:** at the end of the period of use, the vehicle must be returned in the same condition, except for normal wear and tear according to age and km, any other wear or damage that did not exist at the time of delivery, will be assessed by the SUPPLIER and invoiced to the BENEFICIARY.

**7. Responsibilities of the parties:**

**A. Responsibilities of the Beneficiary:**

- To pay the Supplier the full cost of the service before the delivery of the vehicle and the costs of the services invoiced upon the return of the vehicle.
- Not to use the vehicle outside public roads open to traffic, competitions, rallies or freight or person transport. Do not rent the vehicle to a third party.
- To notify Automotive Mobility Solutions in the shortest possible time in the conditions of vehicle malfunctions.
- Return the vehicle at the end of the full tank contract. Otherwise, fuel costs will be refilled to the Beneficiary.
- To pay the value of the fines issued by the authorities for contraventions or crimes committed during the use of the rented vehicle
- to provide Automotive Mobility Solutions with a valid driving license, ID card / passport and a valid VISA or MASTERCARD credit card covering the rent and fee, other costs that may apply (eg insurance, CDW, SCDW, TP, additional services, etc.). The beneficiary also agrees that the AMS keeps a copy of the permit and the identity card / passport.
- In case of an accident, regardless of fault or theft will pay the equivalent of CDW, SCDW or TP. Understanding this also including stopping the deposit / guarantee or entire damage cost if the Casco Exclusion are applied.

**B. Supplier's Responsibilities:**

- The Supplier undertakes to make available to the Beneficiary the vehicle described in Annex 2 - PV delivery under the terms of this contract, agreed by mutual agreement.
- To provide the Beneficiary with the services mentioned as being included in the contract in Chapter 1.
- Deliver the vehicle to the BENEFICIARY with the full tank, accompanied by the related documents (TPL, Rovinieta, Registration Certificate, Instruction for Use) and technically prepared.

**8. Travels outside the territory of Romania:** The Beneficiary may use the vehicle contracted in the short-term rental system outside the Romanian borders in accordance with the terms of the Terms and Conditions document.

**9. Final provisions:**

- A. The signing of this contract is the agreement of the Contracting Parties.
- B. Any amendment to this contract will be of value only if it is mentioned in an addendum to this contract and if it is signed by both parties.
- C. Neither Contracting Party shall transfer the rights and obligations set forth in this Agreement to third parties without the written consent of the other Party.
- D. This contract is subject to Romanian legislation.

**By signing this agreement the Beneficiary / Authorized Driver undertakes to use the vehicle provided by the Supplier under the terms and conditions set forth in this Agreement and the Annexes: Annex 1 - Exclusions CASCO Insurance, Annex 2 - Delivery / Return Minutes, Annex 3 - Terms and Conditions Conditions and Annex 4 User Guide that are an integral part of the contract and to pay the rental cost of the services provided by the Provider, the additional services and equipment and the additional costs that may result from the use of the rental vehicle according to the mentioned documents.**

The Short-Term Rental Contract begins to produce legal effects from the date of its signature and Annex 2 by both parties. This contract was signed and signed in two (2) copies, one for each contracting party.

BENEFICIARY

SUPPLIER