

General Renting Conditions

Emerald Holding Kereskedelmi és Szolgáltató Kft (hereinafter referred to as Emerald Holding Kft) rents to Renter the car described overleaf with the following terms and conditions, and with the tariffs described overleaf:

- 1.) Renter shall observe all domestic and foreign rules and regulations, including the traffic and parking regulations, and shall be fully responsible for this.
- 2.) Renter shall use, manage and preserve the car and its accessories in accordance with the model-specific User Manual with due care. Renter shall bear full financial responsibility in case of any damages due to the non-observance of this requirement. Renter shall manage the documents handed over to him/her with due care and to prevent them from damage. Renter shall protect the car used by him/her against theft by all means available to him/her, so he/she shall lock it when not in use (even for the shortest period), shall turn on the car alarm system, shall not leave valuables in the car, shall park the car in a guarded place, if possible, and shall act with due care when leaving the car alone.
- 3.) The car may be driven by the person(s) indicated in the Contract (and any Attachments).
- 4.) The rented car must not be:
 - rented out or borrowed, or to allow it to be driven by person not listed in the Contract;
 - used for commercial passenger or load transport;
 - used for racing or for preparing to races (training);
 - used for towing other vehicles (except when Emerald Holding Kft has rented it expressly for the purpose of towing);
 - used if the coolant is frozen or the engine oil is lost; or in the event of any other operational failures;
 - driven under the influence of alcohol, drugs or narcotics, or allowed to be driven by a person under the influence of such drugs;
 - taken abroad without Emerald Holding Kft's approval.
- 5.) Renter shall pay full compensation up to the value of the car in case of breaching Paragraphs 1-4. of these General Terms of Rent or in the following cases:
 - neglectful or unprofessional operation or overloading of the car;
 - in case of a lorry the overloading of the load area or damages to the load area's accessories (covering sheet, struts, lift plate, etc.);
 - any loss of parts or accessories;
 - neglectful guarding, storing or leaving of the car;
 - any damages resulting from failure to lock the car before it was left alone or from parking it without observing all relevant regulations.
 - renter shall be responsible for all theft or partial theft damage to the car, its parts or accessories if Renter has left in the car any keys or documents of the car, or any

documents suitable for proving to the authorities the car's ownership or Renter's right to use it;

- any act or behavior of Renter or his/her contributor that will exclude or limit the insurer's payment for the damages.

6.) Renter shall pay the insurance excess shown overleaf for each insurance event if the car had sustained damages that will be reimbursed by the insurer with the involvement of such excess payment. The rate of the excess depends on the insurance excess redemption (CDR). Such insurance excess redemption does not extend to damages to the roof, the tires, the wheels, the bottom plate and any parts below it, the external mirrors, the antenna and the interior of the car, for which Renter shall be responsible to pay full compensation independent of the amount of the excess. Renter shall also be obliged to pay the excess - as part of the risk division by the parties - if the vehicle is stolen, even if Renter acts in accordance with Paragraph 2. The management of any acts, claims, legal disputes with or against the insurer or the car's thief shall be the responsibility of the Emerald Holding Kft and the related costs shall be borne by Emerald Holding Kft.

7.) Emerald Holding Kft shall not be responsible in any way for the damage or loss of objects or valuables placed in the car by Renter. Emerald Holding Kft shall not be responsible for any direct or indirect damages sustained by Renter because of a fault of the car. In case of a fault Emerald Holding Kft shall pay one day's accommodation allowance (up to an amount equal to 50 euros) and one day's daily allowance (up to an amount equal to 25 euros) to Renter to cover his/her direct damages.

8.) The rental contract has been concluded in accordance with the tariff included in it. If parties wish to continue the rent in accordance with some other tariff then they shall conclude a new tariff in this regard. In case of renting a car with a driver all expenses and allowances shall be paid by Renter. In case of going abroad with the car all accommodation and daily allowances and all material expenses shall be paid by Renter. Upon the conclusion of the contract Renter shall pay a caution in accordance with the contract. This caution shall serve as a security to cover any damages caused by the Renter to Emerald Holding Kft. At the end of the rent the caution shall be paid back except when Renter had caused any damages or had failed to meet any of his/her liabilities. Emerald Holding Kft is not obliged to pay back the security until there is any open question regarding any damage liability or any other outstanding debts of Renter. Emerald Holding Kft shall not pay interest after the caution.

9.) The rental fee includes the following:

- fee of the compulsory insurance;
- costs of all repairs (except for tire repairs), maintenances and lubricant refills.

All other costs incurred during the period of the rent (fuel, parking, tolls, etc) shall be borne by Renter. If Renter does not return the car with a full fuel tank Emerald Holding Kft shall charge a refueling service fee. If it is proven that Renter did not use the fuel type prescribed for the car, he/she shall pay for all damages resulting from this and also for the fuel replacement costs.

10.) Minimum period of rent is one day. One rental day consists of 24 hours starting at the time of the car's receipt as shown overleaf. A further rental day shall be charged if the rent is extended by additional hours or if the car is returned later than at the expiry of the rental period.

11.) The whole rental fee shall be due at the end of the rent or upon the returning of the car. If the car has to be written off due to Renter's fault or if Emerald Holding Kft has to terminate the rent because of Renter's breaching of the contract, Renter shall not pay the whole unpaid or remaining rental fee but shall pay its 25 percent as a failure fee.

12.) Renter shall return the car at the place and time indicated overleaf in the "Agreed place and time of returning" heading, during regular working hours, in a condition identical to the receipt condition except for normal wear. If Renter had used the car in a way that is contradictory to this contract or had returned it in an unnaturally soiled state he/she shall pay for all related costs and damages. If Renter intends to continue using the car this intention shall be communicated personally to Emerald Holding Kft at least 24 hours before the expiry of the rent, with the payment of any necessary caution. Emerald Holding Kft is not obliged to extend the rent. In case of a lease the contract has to be extended on the day shown in the contract, with the showing of the car to Emerald Holding Kft. If Renter breaches the rental contract or if Renter fails to return the car within 24 hours from the time of expiry of the rent without a good reason Emerald Holding Kft is entitled to terminate the contract immediately and/or to take back the car from Renter, using force, if necessary. Similarly, Emerald Holding Kft is entitled to terminate the contract and take back the vehicle from Renter if Renter fails to settle his/her outstanding debts towards Emerald Holding Kft in spite of Emerald Holding Kft's written notice. Parties agree that if Renter does not return the car used by him/her within 24 hours from the expiry of the rental contract and fails to extend the rental contract or fails to provide a good reason for his/her delay then Emerald Holding Kft may rightfully think that Renter had committed the crime of speculation in violation of Article 317 of the Civil Code of Law and Emerald Holding Kft is entitled to report him/her to the police or to have the car searched for. Emerald Holding Kft may do the same if there are other circumstances that serve as a suitable basis for his suspicion.

13.) If Renter does not return the car at the office indicated in the "Agreed place and time of returning" heading or if he returns it there but this office is not the same as where he/she rented the car from then Renter shall pay a re-transportation fee on the basis of the actual tariffs, calculated from site to site.

14.) When the odometer reaches the value indicated in the "Revision" heading of the contract Renter shall have a technical revision performed on the car at the place and time indicated by Emerald Holding Kft, against a "Repair ticket." The invoice containing the value shown by the odometer shall be submitted to the renting office. Failing to do so or if the revision is delayed or omitted Renter shall pay to Emerald Holding Kft HUF 10 000 if the extra distance covered does not exceed 500 km, and a further HUF 1000, as penalty, after every further 100 km that was started.

15.) In case of a technical fault Renter is obliged to:

- ask for the proper measures in Tiszaújváros at phone number 0036-20/263-8675 on workdays, on weekends and public holidays;
- outside Tiszaújváros may take the car to the nearest service where he or she may have the car repaired without Emerald Holding Kft's prior approval if the repair costs do not exceed HUF 5,000
- in case of an irreparable fault submit the request for towing or a replacement car, or in case of an accident submit the request for towing at the renting office by phone or fax.

16.) In case of a repair in accordance with the previous paragraph Renter shall ask for the replaced part(s) from the service where the repair was performed, shall keep it and at the time of the car's returning shall hand such part(s) over at the renting office together with one copy of the

repair ticket. In the event of failure to do so, Emerald Holding Kft passes the repair costs onto Renter. If Renter has paid for the repair in cash he/she shall hand over the invoice (including VAT amounts, and the value shown by the odometer). On the basis of this invoice the renting office will pay the invoice amount or - if Renter is a legal entity - transfer to amount to Renter's account.

17.) In case of an accident where anyone was injured or when material damages occurred Renter shall call the police. If the car is broken into, vandalized or stolen Renter shall report it to the police personally and shall hand over one copy of the relevant document (report, confirmation sheet, etc.) at the renting office. In case of an accident Renter shall continue to act with due care, shall do everything in order to clarify the case, shall try to obtain all possible data of the persons/vehicles involved in the accident (e.g. vehicle license plate number, name and address of the owner/driver, name and address of the witnesses, site drawing, perhaps photographs). Renter has no right to agree in settlement and may not make any admitting statements against Emerald Holding Kft.

18.) All traffic events related to the car (e.g. light crashes, glass damages, loss of car, etc.) shall be reported to the renting office within 24 hours. In case of an accident or technical fault Renter shall - after prior agreement, at Emerald Holding Kft's cost - ensure the car's safe placement and guarding.

19.) Renter shall inform Emerald Holding Kft on any event related to any parking of the car against the road regulations (e.g. receiving a fine, order to pay surcharges, etc.). Renter acknowledges that Emerald Holding Kft is entitled to and expressly approves of the collection any and all fees (fines, surcharges, etc.) related to parking by Renter against the road regulations in a way identical to the collection of the rental fee even subsequently to the termination of the contract.

20.) Emerald Holding Kft seals the vehicle's odometer and shall check the seal's integrity after every rent. Renter shall immediately report any failure of the odometer to the renting office. If Renter fails to report it and the failure is discovered upon returning the car then Renter shall pay in addition to the covered mileage an extra fee amounting to 300 km for each day of the rent. If any seal is intentionally damaged or if the odometer was switched off or intentionally damaged then Renter shall pay in addition to the covered mileage an extra fee amounting to 500 km for each day of the rent.

21.) All rental vehicles possess vignettes valid for an unlimited number of travels on the Hungarian motorways. A vignette is considered valid only if it is produced along with the card provided together with all the other documents of the car. Provided the card gets damaged or it is lost, a compensation of HUF 5000 shall be paid by Renter.

22.) In case of high value damages caused by Renter, write-off, theft or an accident caused by Renter where the repair costs exceed HUF 500 000 Emerald Holding Kft reserves the right to charge a 10 percent own risk - based on the repair invoice or the insurer's settlement - to Renter even after the rent was closed. In the cases indicated above, the value of the car to be considered as the basis for calculating the own risk means the purchase price of the car.

23.) Emerald Holding Kft cars must not be taken into the following countries: BG, GR, TR, AL, or the successor states of Yugoslavia or those of the former Soviet Union (except for the Baltic states and Croatia).

24.) Renter accepts the calculation data and in case of later corrections shall pay the difference. If Renter performs any of his/her payment obligations towards Emerald Holding Kft with a delay than he/she shall pay an interest calculated with twice the bank rate valid at that time and a delay penalty of HUF 3000+25%VAT.

25.) Emerald Holding Kft is entitled to sell not only its own services but also the services purchased by Emerald Holding Kft in an unchanged form, as mediated services.

26.) For all matters not dealt with in this Contract the regulations of the Civil Code of Law shall apply. In case of legal disputes Parties accept the exclusive authority of PKKB or depending on the scope of jurisdiction, the exclusive competence of the Budapest Municipal Court.

27.) Parties have read and understood this Contract and have signed it as one meeting their intentions fully. By signing this Contract Renter accepts the legal consequences arising from the Contract and acknowledges taking over the contracted car with all accessories required by Hungarian regulations, a full gas tank, sealed odometer, completely filled with coolant and lubricants.