

# RENTAL TERMS AND CONDITIONS

## Cityfleet Drive SRL (ECORENTACAR)

[www.ecorentacar.ro](http://www.ecorentacar.ro)

### COMPANY INFORMATION

Delivery point: Airport Residence, Block 4, Drumul Garii Odai 2-4-6, 075100 Otopeni, Romania.

SC Cityfleet Drive SRL, the operator of the ECORENTACAR brand and of the website [www.ecorentacar.ro](http://www.ecorentacar.ro), with registered office in Romania, Bucharest, Sector 3, Str. Păunești no. 15, postal code 033056, registered with the Trade Register under no. J2025087125006, CUI RO52890262, hereinafter referred to as ECORENTACAR or the Lessor.

### CONTACT DETAILS

Email: [contact@ecorentacar.ro](mailto:contact@ecorentacar.ro)

Phone: 0730 834 793

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## 1. GENERAL RENTAL CONDITIONS:

1.1 To rent a car, the client must hold a national or international driving license, valid for at least 1 year, and present an identity document and a valid credit card issued in his name.

1.2 The client is directly responsible for obtaining and holding all necessary documents, including, but not limited to, the driving license, which certifies the right to drive on public roads, both in Romania and in the countries that he is going to visit/transit with the rented car, Cityfleet Drive SRL (ECORENTACAR) being exempted from any liability in this regard. The client expressly assumes full responsibility for renting a vehicle and driving it on the territory of Romania, expressly declaring that he has all the necessary documents in his possession, including an international driving license, for cases where holding such a license is mandatory according to the law. The cases in which the law provides for the mandatory possession of an international driving license for driving a vehicle on the territory of Romania (according to art. 83 al. 2 of OUG 195/2002), are: (i) when the applicant holds a national license issued by a state that is not an EU member; (ii) when the applicant holds a national license issued by a state that is not a member of the Vienna Convention on Road Traffic; or (iii) when the applicant holds a national license issued by a state with which Romania has not concluded a treaty on mutual recognition of driving licenses. The client will obtain the right to use the vehicle based on the national driving license indicating the date of obtaining the right to drive.

1.3 In order to rent and drive a car under standard conditions, the minimum mandatory age is 24 years. Also, both the main driver and the additional drivers must hold a valid driving license, with an age of at

least 12 months. ECORENTACAR offers the possibility of renting a car to people under 24 years of age (minimum 19 years) and/or a license age of less than 12 months, under the following conditions: - If the Customer or additional drivers hold a valid driving license, with an age of less than 12 months, they can rent and drive a car by paying an additional fee "Inexperienced driver" in the amount of €500; Customers and additional drivers between the ages of 19 and 24 will pay a "Young Driver" fee of €12/day, but not more than €120/rental. Those over the age of 24 will not pay this fee.

1.4 Customers and additional drivers who are 67 years of age or older will pay a "Senior Driver" fee of €12/day up to a maximum of €120/rental.

## **2. PAYMENT/RESERVATION OF THE CAR:**

2.1 The rates are established and expressed in €/day and include: VAT, RCA insurance (Motor third party liability insurance), Rovinieta, oil and maintenance of the Vehicle, appropriate tires, depending on the season (tires appropriate for the winter season between November 1 and March 31 and tires appropriate for the summer season between April 1 and October 31), 24/7 technical support.

2.2 Price calculation: prices are based on the pick-up and drop-off times and dates that you agreed upon before the rental started. If you pick up the car later or return it earlier, you will not receive a refund for the unused time. \*\* Prices are expressed in Euro, they may fluctuate depending on availability. For updated rates, please make a simulation with concrete data on our website: [www.ecorentacar.ro](http://www.ecorentacar.ro).

2.3 The tariff does not include: the cost of fuel, road taxes, any fines received for violating traffic rules on public roads and national legislation in force, bridge tolls, airport parking fees, etc. The payment of these amounts is the responsibility of the Customer.

2.4 Fines, parking penalties, traffic violations regarding the rented car are the responsibility of the Client during the rental period and if this period has been exceeded, but the Client has not returned the car to the Owner; The Client authorizes Cityfleet Drive SRL (ECORENTACAR) (for processing subsequent transactions) to debit the card with the amount necessary to cover these expenses. These amounts must be justified with supporting documents;

2.5 Full payment can be made in advance, by bank transfer and on the website [www.ecorentacar.ro](http://www.ecorentacar.ro) or at the time of signing the Rental Agreement by credit card (VISA, MASTERCARD), in RON calculated at the selling exchange rate of Banca Transilvania + 1% from the day of payment.

2.6 Payment in cash or by debit card is only allowed if the Zero Risk Protection package has been purchased, except for classes XFAR, LDAD, WFAR, PFAR, LFAR. Otherwise, the customer must present a Credit Card upon collection of the car.

2.7 Cancellation policy, modification of a confirmed and prepaid reservation A reservation paid in advance, by bank transfer or with a card (VISA, MASTERCARD) on this website, can be canceled under the following conditions:

a. If the date and time of car pick-up is more than 48 hours from the cancellation date, the entire amount paid in advance will be refunded to the customer's account (within 48 hours or up to a maximum of 365 working days), MINUS €20. The €20 represents bank fees + rental logistics costs.

b. If the car pick-up date and time is less than 48 hours from the cancellation date, the amount paid in advance is NOT refunded.

c. For changes you can contact us by email at [contact@ecorentacar.ro](mailto:contact@ecorentacar.ro). Certain changes may affect the rental price, such as location, car group, time or date. In this case the customer will be charged at the current published price on the website: [www.ecorentacar.ro](http://www.ecorentacar.ro). \*If the Customer wishes to cancel their reservation and wishes to keep their prepaid amount for a subsequent reservation, this can be done by issuing a voucher credit. All cancellations of reservations paid in advance by bank transfer or online on [www.ecorentacar.ro](http://www.ecorentacar.ro)., will be announced in writing to the e-mail address: [contact@ecorentacar.ro](mailto:contact@ecorentacar.ro).

2.8 The Car Reservation is considered secure only after the Customer accepts the rental offer and after the Customer receives the "Reservation Confirmation" and the unique reservation code by e-mail.

2.9 The reservation will be confirmed for a class/category of car and not for a specific car. ECORENTACAR cannot guarantee a specific make, model, engine or color of the Car.

2.10 The grace period during which the Customer can pick up the rented car is 2 hours, from the date and time initially indicated in the "Reservation Confirmation" as the "Pickup" date and time.

a. Flight details: if you are arriving by plane, please tell us your flight number so that we can hold the car for up to 2 hours after your flight lands. You can tell us your flight number when you book the car or by email at [contact@ecorentacar.ro](mailto:contact@ecorentacar.ro).

b. Make sure you enter your flight number and not another number that the airline has sent you, such as a confirmation number. We cannot be held responsible if a problem with your flight prevents you from picking up your car.

c. Failure to pick up the car at the agreed time and date or up to 2 hours after the date and time confirmed as "Pickup" or not providing the necessary documentation to pick up the car or not providing a credit card in the name of the main driver with sufficient funds available on it, the booking will be cancelled as a NO-SHOW. In all these cases, you will not receive any refund of the money you have paid.

d. ECORENTACAR will keep a reserved class car available if the car pick-up date and time is more than 48 hours from the date of notification, in writing to [contact@ecorentacar.ro](mailto:contact@ecorentacar.ro), regarding any delay for any reason.

2.11 If at the time of delivery, ECORENTACAR does not have a car available in the class for which it confirmed its reservation, then it will deliver a car in the class immediately superior to the class to which the initially reserved car belonged, without additional costs, if the conditions in point 2.8 are met.

2.12 The standard limit of kilometers included in the rental price is 220 km/day.

### **3. CAR DELIVERY/RETURN:**

3.1 ECORENTACAR provides free transportation (shuttle bus) service for its clients, from the International Departures Terminal of the airport to the ECORENTACAR work point and vice versa, located in the locality where the delivery and return of the Vehicle was agreed upon by signing the Rental Contract.

3.2 The rented car will be returned with a copy of the original receipt to prevent the commission of crimes. Cityfleet Drive SRL (ECORENTACAR) undertakes to make the original receipt available to any state institutions, upon request, within 48 hours at the latest.

3.3 The car is delivered in good working order, clean and sanitized, without defects and without damage to the bodywork or interior, other than those highlighted in the Car Handover/Return Form.

3.4 The Client acknowledges and checks the condition of the Vehicle before signing the Rental Agreement, and any complaints regarding its condition will be made mandatory upon Delivery and will be recorded in the Vehicle Delivery/Return Form, in the "Delivery" section, the Client being directly and fully liable for any damages that have not been mentioned. No complaints/objections subsequent to delivery regarding the condition of the Vehicle will be accepted.

3.5 The Customer undertakes to return the Vehicle together with all documents, keys, accessories and equipment in good condition (in the condition in which he took them over), at the place and date agreed in the Rental Agreement.

3.6 Upon a delay of more than three hours from the time specified for returning the Vehicle in the Rental Agreement, Cityfleet Drive SRL (ECORENTACAR) reserves the right to inform the Police about the theft of the Vehicle, except in the case where the Customer notifies ECORENTACAR of his desire to extend the rental period.

3.7 In the event of returning the Vehicle at night or dirty, when identifying any damage is impossible, the guarantee is released within 2 working days, after ECORENTACAR has had all the conditions available to inspect the Vehicle.

3.8 The Delivery and Return of the vehicle will be carried out during ECORENTACAR working hours (Monday-Friday 10:00 AM-18:00 PM). In case the Delivery or Return takes place outside these hours or during days qualified as legal holidays, a fee of €25 will be charged for any Delivery or Return action outside working hours, respectively €35 for Delivery or Return during days qualified as legal holidays.

3.9 For the pick-up of the rented car by the customer more than two hours late, ECORENTACAR will charge a "parking fee", parking costs, in the amount of €25 "Late Pickup Fee". The customer authorizes ECORENTACAR to debit the card with this amount.

3.10 Returning the Vehicle to a city other than the one from which it was delivered is possible only with the written consent of ECORENTACAR and depending on the availability of the location. For this service, a "One Way FEE" location fee is applied depending on the city in which the Return is desired and the city from which the rental was made. The Customer authorizes ECORENTACAR to debit the card with the amount representing the "One Way Fee" location fee.

3.11 If the Vehicle is damaged upon return, it is mandatory to present the following documents: \* a report issued by the Police and repair authorization (in case of an accident or damage with an identified third party, whether you are responsible or not);

\* copy of driving license; copy of identity documents; copy of RCA insurance; copy of the car registration certificate of the third party involved.

Otherwise, the complementary insurance and additional protection services, if any, are inapplicable and you will be liable for all damages attributable to you, especially those suffered by the Vehicle, within the limit of the market value of the Vehicle, to which are added the expenses and costs related to its transportation and immobilization, as well as compensation covering any damage caused to a third party.

3.12 If the rented car is damaged upon return due to an accident, the Client is required to present the following documents for the following situations:

1. In the event that the Client is not at fault for the accident:

- Copy of the driving license and identity card of the person at fault for the accident,
  
- Copy of the car insurance policy and receipt of the third party involved,

If the 2 (two) parties do not reach an amicable agreement regarding the occurrence of the accident, the Client will present, in addition to the documents listed above, a vehicle repair authorization from the police + a police report.

2. In the event that the Client is at fault for the accident, the same documents mentioned above will be required.

3. In the event that the car is found hit in the parking lot:

- Authorization to repair the car from the police + police report

4. In the event that the Client avoids something (animal, object, etc.) or hits it for various reasons:

- Authorization to repair the car from the police + police report

In all 4 situations above, if the Client does not present one of the listed documents, he is liable with the value of the guarantee established on the date of car rental. In this regard, the Client agrees to the processing of subsequent transactions and gives his consent to debit the card with the amount left as guarantee.

#### **4. USE OF THE CAR:**

4.1 The Client assumes full liability (financial, civil and criminal) for failure to comply with the conditions stipulated in the Rental Agreement.

4.2 The Customer undertakes to drive the Vehicle in compliance with all legal provisions regarding the driving of a vehicle on public roads and accepts that the Vehicle will not be used:

a. in contravention of traffic, customs, legal, etc. rules;

b. for the transport of passengers or any kind of goods for remuneration or to push or tow any other vehicle, trailer or other object;

c. while the driver of the Vehicle is under the influence of alcohol, drugs or any other prohibited substances;

d. in any kind of race, test, competition, off-road, as a school car or in hunting activities or in any illegal activity;

e. on roads marked as closed to public traffic, loaded above the maximum permitted load or above the maximum number of passengers, specified in the car's registration document;

f. in any kind of illegal activity;

g. in flooded areas or when crossing watercourses;

h. otherwise than according to the instructions and recommendations of the Vehicle manufacturer that the Customer receives upon delivery.

4.3 The car will be used exclusively on the territory of Romania, border crossing being possible only with the express consent of Cityfleet Drive SRL (ECORENTACAR) through a document expressly stipulating this and only if the reservation holder presents a Visa/Mastercard credit card issued in his name upon taking over the car, by paying the fee for the additional service "cross-border fee" and the additional pre-authorization of the amount of €650 on the credit card. This pre-authorized amount will be returned to the Customer at the end of the rental, if the terms and conditions have been respected; otherwise, the pre-authorized amount will be collected by ECORENTACAR. A fee will be applied for leaving the country as follows:

a. for EU member countries, €70 for less than or equal to 6 days of rental or €15/day for rentals greater than 6 days

b. for NON-EU countries, cars owned by ECORENTACAR are not allowed to cross the border.

c. The price of the border tax includes 320 km/day, with an additional km being charged at €0.35/km.

d. If the client leaves the territory of Romania without the written consent of Cityfleet Drive SRL (ECORENTACAR) through a document expressly stipulating this, the Client is liable for an amount of €650. In this regard, the Client agrees to the debiting of the framework regarding the amount of €650.

4.4 The car may only be driven by the signatory of the Rental Agreement or only by a person specified in the Rental Agreement and authorized by ECORENTACAR.

4.5 If the car was driven by a person other than those indicated in the Rental Agreement, the responsibility for the damages caused by a road accident lies with the Customer, jointly and severally

with the person involved in the accident, Cityfleet Drive SRL (ECORENTACAR) having the possibility of pursuing any of the 2, to recover the damage.

4.6 If the Client entrusts the rented vehicle to another unauthorized person (who is not listed as an additional driver in the contract), he is liable for the full amount of the guarantee established on the date of renting the vehicle. The Client agrees to the processing of subsequent transactions and gives his consent to the debiting of the card with the amount established as a guarantee.

4.7 The Customer will not leave the doors, windows, trunk or car open under any circumstances and will not leave the keys or car documents in the Car under any circumstances.

4.8 In case of malfunction or any other damage, the repair of the car must be done by an authorized service designated by Ecorentacar, only with the knowledge, consent and based on the instructions of Cityfleet Drive SRL (ECORENTACAR)

4.9 The CUSTOMER may not under any circumstances sell, rent or pledge the Vehicle.

4.10 In case of accident/incident or malfunction, the Customer has the 24/7 Technical Assistance telephone number 0730834793 and undertakes to inform Ecorentacar without delay, which will assist him and provide him with the necessary instructions.

4.11 Assumes full responsibility (financial, civil and criminal) for the payment of bridge and parking fees (e.g. Fetesti bridge fee on A2) and to present proof of payment upon returning the car. In the absence of proof, the customer will pay the cost of the fines (€50 Fetesti bridge fee/passage), as well as the service administration fee (representing administrative costs such as human resources, time, taxes and duties, etc. for managing and resolving the case) in the amount of €30.

4.12 In case the Client fills the rented car with the wrong fuel, namely instead of petrol he fills it with diesel and vice versa, thus causing damage to Cityfleet Drive SRL (ECORENTACAR), he is liable for the full amount of the damage caused. The Client agrees and authorizes Cityfleet Drive SRL (ECORENTACAR), to debit the card with the amount representing the coverage of the damage caused to Cityfleet Drive SRL (ECORENTACAR)

## **5. INSURANCE/LIABILITY:**

5.1 Basic Protection Service: the vehicle is insured for damages caused to third parties during the period specified in the Rental Agreement. By signing the Rental Agreement, the Customer accepts the terms and conditions of insurance of the basic protection service, with the deductible (Collision Damage Waiver - CDW) included in Sections 4 and 6. and which reduces, regardless of the party at fault for the occurrence of the insured event, its financial responsibility to a minimum mandatory amount for theft or damage to the rented Vehicle. The minimum mandatory amount represents the insurance deductible

(excess) which is the equivalent of the guarantee that is the subject of Section 6 below. When purchasing this service, a Credit Card is mandatory.

5.2 Limited Liability Protection: by signing the Rental Agreement, the Customer accepts the terms and conditions of the Limited Liability Protection service, with a reduced deductible in case of damage. The minimum mandatory amount representing the insurance deductible (excess) which is the equivalent of the guarantee subject to Section 6 below. The cost of the product differs depending on the selected car class and the number of rental days.

5.3 Personal insurance of the Client, passengers, luggage or any goods is not subject to the Rental Agreement nor is it covered by the Car insurance. ECORENTACAR is not liable for any damage or deterioration of the above.

5.4 In the event of an accident, the Client undertakes to notify both ECORENTACAR and the Police as soon as possible and to go to the nearest Police station to obtain a Report of the accident by the end of the rental period. If the Client does not present this Report, he assumes responsibility for full repairs. The insurance is applicable only if the Client presents the documents issued by the Police for the accident. If the Client does not present these documents, he is solely responsible for covering the payment amounts and accepts to make this payment and agrees to authorize Cityfleet Drive SRL (ECORENTACAR) to debit the card with the amount necessary to cover these expenses.

5.5 If, as a result of the use of the Vehicle, claims are raised against ECORENTACAR, the Customer will exempt the Lessor from any liability. The Lessor is not liable for any kind of damages or losses of the Customer and for any kind of damages or losses caused by the Customer's fault.

5.6 In case of accident, total or partial theft or destruction of the Vehicle during the period in which the vehicle is in the use of the Customer (regardless of whether the event occurs due to the fault, exclusive or joint, of the Customer or not), the act confirmed by the competent authorities, the Customer is liable for the amount withheld as a Guarantee, except in cases where the damages caused in case of accident, total or partial theft or destruction are not covered by the insurance policies, being expressly excluded and mentioned as such in the Rental Agreement. For these situations, the Customer agrees to the processing of subsequent transactions and gives his consent to the debiting of the card.

5.7 The guarantee will not be returned, or will be returned only partially in the cases expressly provided for in art. 6.4 of the Rental Agreement.

5.8 The guarantee may be constituted as an insurance deductible for situations where insured risks occur due to the fault of the Client. The Client is fully responsible and must pay all damages, costs and/or losses if the driver is under the influence of alcohol or drugs, if any of the conditions of this Agreement have not been complied with, as well as if he does not present the necessary documents issued by the Police (in case of theft, accident or any other incident).

5.9 In case of a crime, the Client is civilly, criminally and financially liable. In case of theft, if the Client does not hand over the keys and documents of the Vehicle, as well as the proof of the theft (report) issued by the Police, the Client is fully liable: financially, civilly and criminally, all insurances losing their validity in this situation.

5.10 In case of failure to return the Vehicle on the date, time and location stipulated in the Contract, or of using the Vehicle beyond the rental period without prior written approval in this regard from the Lessor, the Client assumes full responsibility (financial, civil and criminal), obliging himself to pay the rental of the Vehicle until the date of its recovery or return, to pay all the Lessor's expenses for the recovery of the Vehicle and an administration fee of €1000. This act of the Client constitutes a crime and is sanctioned according to the legislation in force. After the time stipulated in this Contract for the return of the Vehicle plus one hour, no insurance is valid.

5.11 Failure to comply with the obligations mentioned in the paragraph above will result in the termination of the insurance effect, and the liability for the damages caused shall be entirely the responsibility of the CLIENT, including the unearned income during the period of immobilization of the rented Car. Cityfleet Drive SRL (ECORENTACAR) shall only be liable for unlawful acts committed with guilt by exercising the service made available to the Client, except in situations where the damage was caused by the Client, intentionally or through gross negligence, when the damage was caused by the Client's health condition or the act of a third party. Damage caused by simple imprudence or negligence will exonerate Cityfleet Drive SRL (ECORENTACAR) from liability to the greatest extent possible, and the Client understands to be exclusively liable for damages caused directly or indirectly, partially or totally by his/her behavior, waiving any claim for compensation from Cityfleet Drive SRL (ECORENTACAR)

5.12 The client must refrain from any act that would result in any kind of intervention on the rented vehicle, such as, but not limited to, repairs of any kind, replacement of parts, painting, filling the vehicle with fuel inappropriate for the type of vehicle, etc.

5.13 For any such intervention, provided above, regardless of its nature, on the rented car, without the consent of Cityfleet Drive SRL (ECORENTACAR), in writing, the Client is liable for the full amount of the damage caused to Cityfleet Drive SRL (ECORENTACAR). The Client agrees and authorizes Cityfleet Drive SRL (ECORENTACAR), to debit the card with the amount representing the coverage of the damage caused to Cityfleet Drive SRL (ECORENTACAR).

5.14 In the event of a vehicle breakdown, Cityfleet Drive SRL (ECORENTACAR) reserves the right to obtain a determination of the cause of the breakdown from an authorized service within 24 hours of the date and time the Customer was notified of the breakdown. During this period, namely the 24 hours, Cityfleet Drive SRL (ECORENTACAR) agrees to compensate the Customer with the amount representing the cost of one day of rental according to the previously concluded contract, if it is proven that the breakdown is a technical one not caused by the Customer. If, within the 24 hours, the Customer requires a night's accommodation, Cityfleet Drive SRL (ECORENTACAR) compensates the Customer with the amount of 50 euros.

5.15 If it is found that the vehicle malfunction is due to the fault of the Client regarding the inappropriate use of the vehicle, the Client is liable for the damage caused to Cityfleet Drive SRL (ECORENTACAR). The damage is represented by the equivalent of the vehicle repair costs resulting from the inappropriate use of the vehicle by the Client. The Client agrees to the processing of subsequent transactions and gives his consent to debit the card with the amount corresponding to the coverage of the damage caused to Cityfleet Drive SRL (ECORENTACAR)

5.16 To rent another car, the Customer must pay the rental cost and pre-authorize the guarantee related to the requested vehicle class and type of insurance.

5.17 If it is found that the defect is a technical one, not caused by the Client, the latter, in addition to the amount representing the cost of one day of rental according to the contract, provided for in point 5.14, will also benefit from the exchange of the car according to the insurance he opted for on the date of rental.

5.18 The client, during the 24-hour "standby" period, may request the rental of another car from Cityfleet Drive SRL (ECORENTACAR), but only with the payment of the guarantee related to the requested class and type of insurance.

5.19 If the Client violates any of the conditions provided for in this contract, thus causing damage to Cityfleet Drive SRL (ECORENTACAR), and the value of the damage exceeds the value of the pre-authorized guarantee on the date of conclusion of the contract, the Client is liable for the full value of the damage. In this regard, the Client agrees to debit the card with the amount corresponding to the coverage of the entire damage.

## 6. WARRANTY/INSURANCE SERVICES

6.1 When drawing up the Rental Agreement, the Client must block a Guarantee on a credit card in his name with a value between €100 and €4000.

6.2 The amount blocked as a Guarantee is established depending on the class (category) of the reserved car, highlighted in the Reservation Voucher (Confirmation) and in the Rental Agreement, the Customer knowing the value of the Guarantee prior to concluding the Rental Agreement.

6.3 The guarantee will be fully returned to the Client if:

- a. The car is returned without any damage, other than those highlighted in the Car Handover/Return Form, in the "Handover" section;

b. In case of damage/breakdown of the Vehicle caused by third parties, the Client presents all the necessary documents according to the respective situation and which attest to his innocence (in Chapter 7 of the Rental Agreement, the necessary documents are highlighted);

c. The car is not returned excessively dirty (details in art. 8.7);

d. The car was returned with the same amount of fuel with which it was delivered, as indicated in the Rental Agreement or in the Car Handover/Return Form;

e. Accessories (e.g. WIFI, GPS, child seat, snow chains, etc.) handed over with the Vehicle at the time of delivery, must be returned in working order, without damage or defects, other than those highlighted in the Vehicle Handover/Return Form in the "Handover" section;

f. The guarantee will be unlocked within 48 hours of return.

6.4 The entire amount representing the Guarantee or part thereof will not be returned if:

a. The car has defects or damages: scratches or damage to the paint, bodywork or interior (upholstery, dashboard, etc.), bent, cracked or scratched rims, defective tires, all cracks and scratches on the windshield or other types of glass (headlights, mirrors, taillights) will be fully paid, missing or broken parts or any other damages and defects, other than those highlighted in the Car Handover/Return Form, in the "Handover" section. The customer declares that he agrees with this impartial method of quantifying the damages.

b. The Customer does not return the keys, documents and any other accessories received with the Vehicle upon pick-up;

c. The return of the Vehicle is not made at the time and place agreed between the parties (exception is the case when the Client notifies the Lessor and the Lessor gives written consent to the change in the date and place of return of the Vehicle);

d. At the time of returning the Vehicle, its technical condition does not correspond to that at the time of taking over by the CUSTOMER or if the gearbox or engine shows damage due to inappropriate use either visible and recognized by the Customer, or ascertained by the assessment in an authorized service within 48 working hours at most from the time of returning the Vehicle, the Customer having the right to be informed by e-mail, at the e-mail address provided in this Contract, about the time and place of the assessment, in which he has the right to participate;

e. The Client did not comply with the conditions presented above or other obligations incumbent upon him by signing the Rental Agreement, as a result of which damages were caused to the Vehicle;

f. If the rented car is returned with damages, other than those highlighted in the Car Handover/Return Form, in the "Handover" section, the client is obliged to present upon return of the car the Report of Findings, Annex 2 (for the insurance company), as well as the Repair Authorization (all with the signature of the Police officer and the stamp of the Police station). Otherwise, the entire guarantee will be collected.

g. Regardless of the protection service purchased, the client will pay a fuel deposit between €50 and €100 depending on the type and class of the requested car, on credit card at the ECORENTACAR office. Fuel is not included in the rental price. The client will return the car with the same amount of fuel with which it was delivered, highlighted in the Car Delivery/Return Form, otherwise he will pay the equivalent of the missing fuel plus a fixed refueling fee of €30.

h. The Customer expressly consents to the processing of subsequent transactions to cover the damages caused to the rented vehicle. Thus, the Customer agrees and authorizes Cityfleet Drive SRL (ECORENTACAR) to debit the card with the amount necessary to cover all damages presented in section 6.4. of this rental agreement.

6.5 The ZERO Risk Protection Service can be purchased at the rate mentioned in the Rental Agreement, calculated depending on the number of rental days and the class of the reserved car, with a value between 15 and 100 €/day and represents an optional commitment of the CUSTOMER through which he/she:

a. Reduces financial responsibility to ZERO in case of damage due to one's own fault or the fault of an unknown perpetrator;

b. Benefit from a replacement car anywhere in Romania within a maximum of 10 hours from the announcement of the incident/accident, depending on availability and geographical location;

c. Benefit from 24/7 Roadside Assistance on Romanian territory, and outside the borders the customer is obliged to bring the car to the border with Romania.

d. Reduces the value of the Standard Guarantee to €100 if the cross border service was not opted for.

e. Reduces the value of the Standard Guarantee to €750 if the cross border service was opted for.

6.6 The ZERO Risk Protection Service DOES NOT COVER situations in which the CLIENT:

a. He drove under the influence of alcohol, drugs or any other substances prohibited by law;

b. Did not stop the Vehicle IMMEDIATELY after an accident/incident causing additional damage/damage to it;

c. In the event of an accident, he did not notify the Police or other authorized bodies and did not obtain the report of the findings;

d. Did not notify ECORENTACAR within a maximum of 12 hours about the road event at the email address [contact@ecorentacar.ro](mailto:contact@ecorentacar.ro) and did not complete the self-declaration regarding the circumstances of the accident/incident upon returning the Vehicle;

e. Has used the Vehicle for illicit/illegal purposes, such as smuggling, illegal transportation of items or goods, theft, etc.;

f. He drove the Vehicle with an overloaded load, used the Vehicle to push or tow other vehicles, trailers or other objects or transported people beyond the maximum capacity of the Vehicle, contrary to the registration certificate;

g. He drove the Car on roads not marked on the Official Map of Romania, unpaved or bumpy (forest) roads, on roads closed to public traffic, in flooded areas or when crossing watercourses, resulting in damage/damage to the rented Car;

h. Used the Vehicle in competitions, races or car tests resulting in damage/damage to the rented Vehicle;

i. Used the Vehicle inappropriately (contrary to the manufacturer's specifications) or destructively, which resulted in damage to the engine, gearbox, wheels, tires or interior of the Vehicle;

j. In case of theft of the Vehicle, when he does not hand over to ECORENTACAR the keys and documents of the Vehicle, when he does not hand over the proof of the theft (report) drawn up by the competent Police bodies and a declaration on his own responsibility regarding the circumstances of the event;

k. He drove outside the borders and territory of Romania, without the prior written consent of the LESSOR.

l. Has allowed, willingly or unwillingly, the driving of the Vehicle by a person not authorized by ECORENTACAR through the Rental Contract, demonstrated by Official Documents drawn up by the authorized bodies as a result of an accident/incident.

m. Returned the rented car excessively dirty (when the car requires more than a normal wash) or with damage to the interior of the car, which was not caused by a road accident.

n. It does not cover towing and towing service in the event of an accident, and the rented car is immovable, up to the ECORENTACAR work point, mentioned in the contract as the Return location.

o. Has fueled the Vehicle with fuel other than that indicated by the manufacturer (noted in the registration certificate) and highlighted on the outside and inside of the tank cap or has not maintained an adequate level of engine oil, add blue (for diesel engines), and coolant, which entails the Customer's obligation to fully bear the cost of towing, repair, appropriate refueling, the period during which the vehicle is immobilized in the service due to the damage caused and the administration fee (representing administrative costs such as human resources, time, fuel, taxes and duties, etc. for managing and resolving the case); If the Client has purchased the ZERO Risk Protection Service and has caused damage/breakdown to the initially rented Vehicle, upon receipt of a replacement vehicle, he/she will have to pay the equivalent or difference of the ZERO Risk Protection Service, as applicable, for the new vehicle received, at the rate specified in the Contract, otherwise ECORENTACAR will block a standard Warranty related to the class (category) of the reserved Vehicle. ECORENTACAR may refuse to provide a replacement vehicle if any of the conditions in point 6.6(al, o) are not met.

6.7 Roadside Assistance and Towing Service: covers the towing and towing costs provided for in point 6.6.n) and covers the towing/towing costs up to a maximum of €500/contract, having a cost of €10/day, but not more than €100/rental.

6.8 Wheel and Tire Protection: covers the costs of repairs or replacement of tires/rims, damage caused by the Customer, if the Zero Risk protection service has not been purchased. This service costs €10/day, but not more than €100/rental.

6.9 Full Prepaid Service: offers the Customer the possibility to pay in advance, upon taking over the vehicle, the fuel in the tank and marked on the Delivery/Return form and to return the rented car with an empty tank. This service can cost between 70 and 150 €, depending on the class and tank of the car chosen. ECORENTACAR cannot return unused fuel.

7. ACCIDENTS/INCIDENTS, DAMAGES OR THEFT: In case of an accident/incident or theft/attempted theft proven by an Official Document issued by the competent authorities, the Client has the following obligations, including if he has purchased any of the protection services, insurance:

a. not to abandon the Vehicle and to comply with the legislation regarding leaving the scene of an accident;

b. to take all possible measures to limit the damage caused;

c. to inform the Police without delay, within the area of the locality where the accident/incident occurred, in order to ascertain the accident/incident and draw up the legal forms;

d. to notify the Lessor of any accident/incident, fire, theft or attempted theft, even if the damage is only partial, at the 24/7 assistance number 0730834793, within a maximum of 12 hours from the occurrence of the accident/incident;

e. obtain from the Police the Report of Investigation, Annex 2 (for the insurance company) and the Repair Authorization (all with the signature of the Police officer and the stamp of the Police station).

f. hand over to the Lessor the keys and documents of the car, as well as the documents listed in the previous point (point e);

f. In case the Customer does not comply with one of the obligations mentioned above, the latter is liable with the value of the guarantee pre-authorized on the date of car rental. Thus, the Customer agrees and authorizes Cityfleet Drive SRL (ECORENTACAR), to debit the card with the amount representing the value of the guarantee.

## **8. FEES/PENALTIES:**

8.1 The first hour of delay from the return time is free of charge. Delays of more than 1 hour are sanctioned with the equivalent of a new rental day, plus the equivalent of additional services, at the rates stipulated in the Rental Agreement and €50 "Penalty fee for late return".

8.2 The guarantee can be constituted as an insurance deductible, for situations in which the insured risks occur, only in cases where the fault of the incident belongs to the Client and/or is caused by unknown perpetrators, with the exception of the situation in which the Client pays the ZERO Risk Protection Service, the latter being no longer liable for cases in which the fault of the damage/incident belongs to him, under the conditions described in Chapter 6 of the Rental Agreement.

8.3 The rental price and also the Guarantee are calculated based on the prices made available to the Client in the Rental Agreement and will be paid in advance upon Delivery of the Vehicle. The payment made at the time of rental cannot, under any circumstances, be used to extend the rental period. If the Client wishes to extend the rental period, he must obtain the written approval of the Lessor in advance and pay in advance any extension of the Rental Agreement. If the Client does not pay the invoice on the date of issue, he will pay penalties of 0.5% of the invoice value for each day of delay.

8.4 If the Car is returned before the end of the rental period, the amounts paid in advance will not be refunded. ECORENTACAR will issue a voucher equivalent to the unused value that can be used at any time at any of the company's agencies in Romania.

8.5 Parking fees, road tolls, fines or any other fees are borne entirely by the Client.

8.6 Returning the Vehicle in an excessively dirty condition is charged with €100. The term “excessively dirty” refers to the situation in which the Vehicle requires detailed cleaning of its interior, i.e. more than the usual washing procedure. Examples: stained upholstery, traces of mud on the dashboard, seats or bench, perishable debris left in the Vehicle, somewhere other than in a household bag, etc.

8.7 SMOKING IS STRICTLY PROHIBITED in all cars rented from ECORENTACAR. If the Car is returned with evidence of smoking inside, the Customer will pay a “Smoking Fee” penalty of €120 to ECORENTACAR. If the Car has caught fire or has even partial burns inside due to smoking, the Customer is fully RESPONSIBLE for the damage caused, even if he has purchased the ZERO Risk Protection Service. The Customer will pay all damage caused to the Car, highlighted in the repair estimate issued by an authorized service, the administration fee, €30 (representing administrative costs such as human resources, time, fuel, taxes and duties, etc. for managing and resolving the case) and the immobilization period. Car Insurance DOES NOT COVER damage caused by smoking!

8.8 ECORENTACAR makes Child Seats available for rent to its Customers, for an additional cost of €6/day, but not more than €60/rental. If they are returned dirty or stained, the Customer will pay a child seat upholstery cleaning fee of €50.

8.9 GPS Satellite Navigation System: €9/day, but not more than €80/rental;

8.10 Snow chains: €6/day;

8.11 Car Wifi - €10/day, but no more than €70/rental

8.12 Other fees or penalties: Loss of keys = €250; Loss of Documents = €200; Loss of accessories = €100; Refusal to complete the Accident/Incident Declaration (including in case of purchasing the Zero Risk Protection Service) = €1500. If the Vehicle is not returned on the date and location established in the Rental Agreement, the Customer will bear the full costs of recovering the Vehicle. A penalty fee of €150 will be added to the recovery costs.

8.13 Additional drivers – the fee for an additional driver is €12 per day, but not more than €120 / rental, with a maximum of 3 additional drivers/contract being accepted.

8.14 The Customer expressly consents to the processing of subsequent transactions to cover any of the damages set forth above. Thus, the Customer agrees and authorizes Cityfleet Drive SRL (ECORENTACAR), to debit the card with the amount necessary to cover all damages set forth in section 8 of this rental agreement.

9. SUBSEQUENT BANK CARD DEBIT AGREEMENT: Cityfleet Drive SRL (ECORENTACAR) reserves the right to subsequently charge the CUSTOMER's bank card: penalties, taxes, damages caused to the

Vehicle, lack of fuel, fines, the period during which the Vehicle is immobilized in the service due to the damages caused (the number of immobilized days is calculated multiplied by the rates presented on the website [www.ecorentacar.ro](http://www.ecorentacar.ro) in the table in section 2.1 PAYMENT/RESERVATION OF THE CAR) plus a fixed administration fee of €60 (representing administrative costs such as human resources, time, fuel, taxes and duties, etc. for managing and resolving the case). By signing the Rental Agreement, the CUSTOMER has acknowledged all the terms and conditions of the contract and agrees that Cityfleet Drive SRL (ECORENTACAR) may subsequently collect from his bank card within 1 year from the signing of the Rental Agreement, all the amounts provided for in the Rental Agreement, but only in situations where these amounts are due in strict accordance with the contractual clauses.

## **10. JURISDICTION/VALIDITY:**

10.1 Any dispute that arises during the course of the Rental Agreement and that cannot be resolved amicably will be resolved by the competent courts, at the headquarters of Cityfleet Drive SRL (ECORENTACAR)

10.2 The Customer agrees that this Rental Agreement is governed by the laws in force in Romania and any legal action will be conducted in Romania. The Customer agrees that any additions or modifications to these terms and conditions are null and void unless agreed in writing and signed by both parties.

## **11. Annexes:**

11.1 These Rental Terms and Conditions are completed with the Car Handover/Return form and the Costs and Damages Grid.

## **12. FORCE MAJEURE AND FORTUNE FACTS**

12.1 Cases of force majeure shall be notified by the affected Party to the other Party within 3 working days from the date of their occurrence. Cases of force majeure are those unforeseeable and insurmountable events, independent of the fault of the Party invoking them, and which make the obligations of this Party impossible to execute, such as: natural disasters, state of war, revolutions, embargo, acts of public power, etc. Proof of the case of force majeure shall be made with the certificate of force majeure issued by the competent authorities.

12.2 If the force majeure lasts more than 20 business days, either Party has the right to request the termination of the Contract without the other Party being able to object, waiving the further execution of the Rental Contract. In this case, neither Party has the right to claim compensation, but is obliged to fulfill all its obligations until the date of the force majeure event.

12.3 "Fortuitous event" means a circumstance that originates in the Client's field of activity or a circumstance of external origin, which is not extraordinary in nature and can be foreseen and avoided with the diligence and care of which the most capable person is capable.

## 13. PROCESSING OF PERSONAL DATA

13.1 Cityfleet Drive SRL (ECORENTACAR) will process the personal data provided by the CLIENT before or during the execution of the Rental Agreement, in accordance with the applicable legislation in the field of personal data protection.

13.2 Categories of data that we process. The categories of data that Ecorentacar processes in relation to the Client differ depending on the stage of the rental contract, but these will include: contact information (name, surname, home address, e-mail address, telephone number), identification information (identity card, passport, nationality, date of birth, driving license), information regarding the bank account, credit / debit card held.

13.3 We will process these personal data transmitted by the Client as an operator, for the purpose of concluding and performing the Contract, invoicing the services provided by Ecorentacar and paying for them, but also for resolving requests, complaints or for fulfilling the legal obligations of Cityfleet Drive SRL (ECORENTACAR) and for sending a questionnaire by email in which Ecorentacar requests the Client to evaluate the services provided. More details regarding the method of processing the personal data provided by the Client, the applicable purposes and the legal grounds can be found in our Privacy Policy available on our website [www.ecorentacar.ro](http://www.ecorentacar.ro).

13.4 As the controller, we will take all technical security measures to protect the personal data provided by the Client against unauthorized access, destruction or loss. However, we note that this data will be made available to the competent public authorities when this is mandatory according to the law.

13.5 The Client will be obliged to ensure that the personal data transmitted are correct, updated and are strictly limited to what was requested by Ecorentacar in order to conclude and carry out the CONTRACT.

13.6 The Client benefits from the right of access, the right to data portability, intervention on the data for rectification or completion, the right not to be subject to an individual decision and the right to address the courts. At the same time, in certain situations, the Client has the right to oppose the processing of personal data concerning him and to request their deletion, or to request the restriction of processing. For more details on these rights and the way they can be exercised, please consult our Privacy Policy available on our website [www.ecorentacar.ro](http://www.ecorentacar.ro).

13.7 The client declares that he/she agrees with the processing of personal data transmitted to Cityfleet Drive SRL (ECORENTACAR)