



Europcar Österreich
ARAC GmbH
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Ein Unternehmen der Porsche Holding Salzburg
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SPECIAL TERMS AND CONDITIONS FOR EUROPCAR BUSINESSPLUS OFFER TO BUSINESS CUSTOMERS

1. PREAMBLE

These Special Terms and Conditions for Europcar's Business Customer Offer (hereinafter referred to as the "Special Terms and Conditions") are issued by Europcar Austria, ARAC GmbH (hereinafter referred to as "Europcar"), acting for and on behalf of its Participating Rental Stations (as defined below). The registered company ARAC GmbH, referred to as Europcar Austria, ARAC GmbH, is the Lessor and is referred to hereinafter as Europcar. It is an Austrian limited liability company with its registered office at Louise-Piëch-Strasse 2, A- 5020 Salzburg, and its central administration at Brunner Strasse 85, A-1230 Vienna; it is registered at the Salzburg Regional Court under company number FN 51 993k.

These Special Terms and Conditions are being concluded between Europcar and the company (hereinafter referred to as the "Business Customer") wishing to avail itself of Europcar's Business Customer Offer (hereinafter referred to as the "Offer"). These Special Terms and Conditions shall apply from the date of the Business Customer's online registration for the Offer.

The local terms and conditions shall apply to the Offer and all vehicle rentals made in connection with the Offer in accordance with sec. 3.2 below.

Europcar reserves the right to amend these Special Terms and Conditions at any time, subject to compliance with national laws applicable to current contracts. These Special Terms and Conditions are available at any time in German on the Internet from our website <https://www.europcar.at/terms/businessplus>.

2. PURPOSE

The purpose of these Special Terms and Conditions is to specify the terms and conditions of the Offer and the terms and conditions for applications for the Offer. The Offer permits legal representatives and authorised employees of a Business Customer (hereinafter referred to as the "Beneficiary" and in the aggregate as the "Beneficiaries") to rent vehicles for business and/or private purposes at a reduced rental rate from the date on which the legal representative of the Business Customer has registered online for the Offer.

3. TERMS

In order to be able to make use of the Offer, satisfaction of the following preconditions is mandatory:

3.1 Authorisation to create an online account

3.1.1. In order to create an online account, the following prerequisites must be met:

- Status of legal representative of a company,
- Acting in the exercise of professional activity,
- Provision of a VAT ID number or Commercial Register number,
- Submission of a valid and functioning business e-mail address.

3.1.2. Creation of an online account

The legal representative of the Business Customer must register online on our website at <https://www.europcar.at/businessplus-registration> and create an account there. In order to do so, they must complete the Europcar online registration form in full.

The legal representative of the Business Customer must estimate the Business Customer's vehicle requirements per year. The discount granted by Europcar (as detailed in sec. 6.3 of these Special Terms and Conditions) will then be based on that estimate and may be reviewed after twelve (12) months, in Europcar's sole discretion, based on actual vehicle rentals booked by the Business Customer and the Beneficiaries during the year (as detailed in sec. 6.2 of these Special Terms and Conditions).

After confirming the Business Customer's online registration, Europcar will forward the Business Customer the following information:



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- a confirmation of receipt by e-mail to the business e-mail address of the Business Customer. The Europcar Offer is thereupon deemed accepted by the Business Customer.
- the Business Customer's code (hereinafter referred to as the "Specific Code").

3.2 Compliance with the following prerequisites by the Business Customer's legal representative or authorised employee:

- authorised to drive a vehicle in accordance with the applicable Europcar General Terms and Conditions, including Annex 1, which are available at our website <https://www.europcar.at/terms> (hereinafter referred to as "Europcar's General Terms and Conditions") and the applicable terms for other Europcar mobility services and Extras. In addition, the terms of the rental stations participating in the Offer (referred to in each case below as "Participating Europcar Rental Station" or, in the aggregate, "Participating Europcar Rental Stations" – see <https://www.europcar.at/terms/per-country> – as defined below in sec. 6.1 of these Special Terms and Conditions) are available on the internet and specify, in particular, the length of time the driver must have possessed a driving licence and the acceptable means of payment for the category of vehicle rented;
- no other benefit is granted by Europcar in the form of a reduced rental rate; unless otherwise authorised by Europcar, the benefits of this Offer may not be used in conjunction with other offers or promotions;
- holder of a valid credit card, which must be accepted in accordance with the rules on Europcar's website <https://www.europcar.at/terms>; credit card details are encrypted via a secure platform;
- compliance with these Special Terms and Conditions.

3.3 Reading and acknowledging these Special Terms and Conditions, Europcar's GTCs and Annex 1 (see sec. 3.2)

3.4 Rejection of registration or rental rate

Europcar reserves the right to refuse online registration by the legal representative of the Business Customer or to refuse to grant a reduced rental rate to a Beneficiary if the Beneficiary breaches the terms set out in sec. 3 of these Special Terms and Conditions or breaches Europcar's GTCs.

4. DATE OF ENTRY INTO FORCE AND APPLICATION OF THESE SPECIAL TERMS AND CONDITIONS

Beneficiaries may use the Offer from the date of the online registration by the Business Customer's legal representative until revoked, unless terminated by a Party in accordance with the provisions in sec. 5 of these Special Terms and Conditions (Termination).

5. TERMINATION

5.1 Termination for breach

If either Party fails to comply with these Special Terms and Conditions, the aggrieved Party may issue a warning to the other Party without waiving its other rights or remedies under these Special Terms and Conditions or under applicable law. If the breach is capable of being remedied but is not remedied within fifteen (15) business days of the other Party's receipt of a warning, the aggrieved Party may immediately terminate the account.

5.2 Termination by the Business Customer – De-registration – Account deletion

5.2.1 The Business Customer may at any time send a cancellation request to Europcar at the following e-mail address: businessplus@europcar.at.

5.2.2 In the event of an amendment of these Special Terms and Conditions, Europcar shall inform the Business Customer accordingly by e-mail despatched to the Business Customer's e-mail address. The Business Customer may cancel and close its account by sending an e-mail to Europcar at: businessplus@europcar.at, upon seven (7) business days' notice. In such case, the account will be deleted following a further fifteen (15) business days after receipt of such notice.



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5.3 Termination or blocking of the Offer by Europcar

5.3.1 In the event of a breach of Europcar's GTCs, applicable insurance cover and Europcar's Protection Packages or these Special Terms and Conditions for Europcar's Business Offer by the Business Customer's legal representative, Europcar may terminate or block the Offer.

5.3.2 In the event that the account is not used for a period of two (2) years, Europcar may terminate or block the Offer.

5.3.3 Europcar reserves the right to terminate or block the Offer. In the event of termination or blocking of the Offer by Europcar, Europcar shall notify the Business Customer of such termination or blocking by e-mail, two (2) months in advance. Europcar shall endeavour to provide the Business Customer with a comparable alternative offer. The Business Customer may choose between termination or acceptance of an alternative offer.

5.4 Effects of sections 5.1 to 5.3

Within fifteen (15) business days of receipt of a notice of termination, the Business Customer's account shall be cancelled in accordance with secs. 5.1 to 5.3 of Europcar's Special Terms and Conditions. Beneficiaries may no longer claim a reduced rental rate following such cancellation.

6. SPECIAL TERMS OF OFFER

The purpose of these Special Terms and Conditions is to supplement or deviate from Europcar's GTCs, which shall continue to apply.

In the event of any conflict between these Special Terms and Conditions and Europcar's GTCs or any other agreement, the provisions of these Special Terms and Conditions shall prevail.

6.1 Europcar Rental Stations participating in the Offer

In order to benefit from a reduced rental rate, each rental must be made at a Participating Europcar Rental Station. All Europcar stations worldwide are participants in this Offer. This includes Europcar corporate stations as well as franchise stations. The stations of the international alliance in Canada and the United States do not participate in this Offer.

6.2 How the Offer works

The creation of an online account does not guarantee the availability of vehicles nor does it affect the rules on further mobility offers in accordance with Annex 1. Such mobility offers must be purchased separately.

Every Beneficiary undertakes to comply with these Special Terms and Conditions and Europcar's GTCs as well as with Europcar's current Terms of Insurance Cover and Protection Packages (in accordance with sec. 3.2 above) for each vehicle rental. Every Beneficiary must sign a rental agreement for each vehicle rented. Specific terms and conditions may apply, depending on the vehicle group and vehicle type.

At present, each Beneficiary is entitled to rent only one vehicle.

6.3 Benefits of the Offer

Subject to allocation of the Specific Code and presentation of proof of employment with the Business Customer (e.g. corporate business card, company ID, etc.) at each Participating Europcar Rental Station prior to the rental, each Beneficiary shall receive the following discount on the rental rate during the period specified in sec. 4 at the time of his or her rental:

Business Customers with less than fifteen (15) vehicle rentals per year:

- 5% (five per cent) discount on all Europcar rental rates;

Business Customers with fifteen (15) or more vehicle rentals per year:

- 10% (ten per cent) discount on all Europcar rental rates.



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The amount of the discount on the rental rate will depend on the information provided to Europcar by the Business Customer's legal representative when registering online, regarding the estimation of the Business Customer's annual car rental requirements.

In the event that, after the first twelve (12) months, the number of car rentals is less than the estimate of the car rental requirements stated by the Business Customer's legal representative when registering online, Europcar reserves the right, in its sole discretion, to review the discount granted to the Business Customer and its Beneficiaries. In the event of a change, Europcar will adjust the rate if necessary.

The discount on the rental price is granted with respect to the net public price, excluding Protection Packages and other extended mobility services in line with Europcar's GTCs including Annex 1, as well as taxes, fuel and all other optional additional services and products.

The discount on the rental rate is granted subject to the availability of vehicles in the Europcar fleet at the time of the booking.

The additional services included, such as Protection Packages with or without excess or kilometres, are specified for the individual Europcar countries when the Beneficiary makes the booking.

Offer valid for bookings of all Europcar vehicle categories through all Europcar booking channels, including, but not limited to:

- Europcar website or
- at Participating Europcar Rental Stations
- via Europcar's Call Centre, which may be reached at the following telephone number: +43 (0)1 86616

and, subject to submission or entry of the Specific Code and proof of employment with the Business Customer (e.g. corporate business card, corporate ID, etc.) at all Participating Europcar Rental Stations prior to each rental. The reduced rental rates cannot be converted into cash payments or exchanged for other products and/or services.

Without Europcar's consent, reduced rental rates may not be combined with other Europcar sales campaigns, other discounts, vouchers, special promotional rates or company rates offered by Europcar from time to time.

Rentals booked under this Offer are subject to Europcar's GTCs, together with Annex 1 thereto, which are in force on the date the rental agreement is signed, and/or subject to the terms and conditions in the country of rental (<https://www.europcar.at/terms/per-country>) and are available for inspection at all Participating Europcar Rental Stations.

Europcar may change the amount of the discount on the rental rate at any time.

7. EVIDENTIARY AGREEMENT

The Business Customer's "single click" of the "Registration" button to accept these Special Terms and Conditions is deemed the equivalent of an electronic signature, with the same effect as between the Business Customer and Europcar as a handwritten signature.

Electronic documents are appropriately stored and preserved and shall be regarded as evidence of the Business Customer's online registration.

These electronic documents are archived on a reliable and durable back-up medium and may be reproduced as evidence.

8. APPLICABLE LAW

These Special Terms and Conditions are governed by Austrian law, to the exclusion of its conflict-of-law rules. Exclusive jurisdiction and venue for any disputes is vested in the courts of Vienna.