GENERAL RENTAL TERMS AND CONDITIONS OF EUROPCAR ÖSTERREICH, ARAC GMBH

PREAMBLE

1) The registered company, ARAC GmbH,
is a wholly-owned subsidiary of Porsche Bank AG and therefore also a subsidiary of Porsche Holding Salzburg. It is referred to as Europcar Österreich (hereinafter referred to as "Europcar"). ARAC GmbH 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 51993k.

These General Rental Terms and Conditions (hereinafter referred to as "Terms and Conditions") and their annexed listing of all further costs potentially arising in connection with this Rental Agreement (hereinafter referred to as "Appendix 1") are an integral part of the Rental Agreement entered into between Europcar on the one hand and the lessee on the other hand. They contain provisions supplementing this Rental Agreement.

2) Any references to persons used in these Terms and Conditions shall be understood as gender-neutral.

3) Where a Rental Agreement is entered into, Europcar renders the following services:
- Rental of a vehicle – whether a car, van or HGV – for the period specified in the Rental Agreement, as well as booked accessories, which are likewise referred to in the Rental Agreement.
- Certain mobility services that are provided for all vehicle rentals, as well as other additional services that can be agreed upon for an additional charge in accordance with Appendix 1.
- Mobility services under the banner of the product name sharetoo Autoabo.

4) The lessee has signed the Rental Agreement and undertaken to comply with and perform all obligations and commitments arising from the contractual relationship. The lessee hereby takes note that multiple lessees and the drivers specified in the Rental Agreement will be jointly and severally liable to Europcar for compliance with the Rental Agreement. Where the lessee himself is not also the driver, he must acquaint the authorised driver(s) listed in the Rental Agreement with the contractual terms. The lessee shall also be liable in the event that the contractual terms are breached by the driver(s) and shall indemnify Europcar and hold Europcar harmless in this respect. References to Europcar's contractual partner(s) shall relate, for the purposes of the foregoing, to the lessee or the lessee/driver.

5) The lessee shall also be responsible for ensuring that the vehicle is only provided to drivers who are named in the Rental Agreement and hold a valid driving licence.

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. LESSEE/DRIVER

1.1. Vehicle lessee

A valid Rental Agreement may be entered into with a legal entity that is represented by a person with power of representation or an authorised agent, or with a natural person, provided that such person

1.1.1. has the legal capacity and capability to enter into a contract with Europcar, and

1.1.2. is prepared to assume the obligation for the vehicle throughout the rental period;

1.1.3. has the means of payment accepted by Europcar. Europcar accepts payment by any of the following credit cards, provided that the credit card used for payment is valid for at least 2 months after return of the vehicle (check-in): Master Card, Visa, American Express, Diners Club/Discover, JCB and debit cards. Payment by Europcar Charge Card is also accepted, provided that solvency is assured. The credit card is required when collecting the vehicle and must be identical to the lessee's credit card used to make the online booking/reservation Cashpoint cards and cash are not accepted.

1.1.4. presents valid documents/provides the details as listed below:

EUROPCAR REQUIRES THAT THE FOLLOWING DOCUMENTS BE PRESENTED:

- **Personal identity card or passport**
- **A driving licence valid in Austria, in Latin script, or a European or international driving licence in combination with a valid national driving licence An electronic driving licence (eDL) is not accepted by Europcar.**
- **Current address details, no P.O. box permitted**

1.2. Authorised vehicle drivers (hereinafter referred to as "drivers")

The only persons eligible to be lessees/further drivers authorised to drive the vehicle are those persons who

1.2.1. have been expressly entered in the Rental Agreement with their full details, i.e. the lessee and any drivers entered in the Rental Agreement. The lessee must notify Europcar of the names and addresses of all drivers. The drivers are deemed to be vicarious agents of the lessee.

1.2.2. possess a valid driving licence and a valid identity document pursuant to section 1.1.4., which must be presented at the time of entering into the Rental Agreement.

1.2.3. depending on the vehicle category, are of at least the minimum age specified below and have held a valid driving licence for the period specified below:

1.2.4. A minimum age of 18 applies to drivers of all vehicle categories; the driver must have held his driving licence for at least 1 year. Exceptions apply in the case of journeys made using vehicles of the make Porsche, for which the driver must be at least 27 years old.

If the vehicle is driven by persons other than the lessee, separate costs will be charged for each driver (who is not himself the lessee); these costs are listed in the Rental Agreement.

1.3. Non-authorised vehicle drivers

No person who has not been entered in the Rental Agreement as an authorised driver is permitted to drive the vehicle. Nor are any persons who fail to present one of the identity documents listed in section 1.1.4. or who are unable to provide the corresponding details.
An unauthorised driver will not be protected by any reduction of liability offered by Europcar under section 10 of these Terms and Conditions. Only the statutory liability insurance, with coverage no less than EUR 7.79 million and no higher than EUR 15 million, will apply. If the lessee allows an unauthorised driver to drive the vehicle, this will constitute a breach of these Terms and Conditions, with the consequence that the lessee shall be liable to Europcar for any loss arising therefrom and caused by the unauthorised driver.

2. TRAVEL OUTSIDE AUSTRIA (CONTRACTUAL TERRITORY)

The lessee/driver must not drive the vehicle beyond the contractual territory. The contractual territory encompasses Europe, except for the countries listed in sections 2.1. and 2.2., which the driver must not drive in or may only drive in with Europcar's prior consent. The driver is advised to obtain written consent from Europcar.
The lessee/driver must comply with the laws, road traffic regulations and any toll payment obligations for the country in which he drives. The lessee shall be liable for all claims arising from vehicle keeper liability during the rental period.

2.1. Countries in which Europcar's vehicles may not be driven (countries that are off-limits):
Albania, Kosovo, Estonia, Lithuania, Latvia, Moldova, Russia, Belarus, Ukraine, Cyprus and Turkey as well as all non-European countries.

2.2. Countries in which Europcar's vehicles may be driven with Europcar's prior written consent:
Subject to the prior consent of Europcar and an undertaking to pay cross-border surcharges (as listed in the Rental Agreement), Europcar's vehicles may be driven into the Czech Republic, Slovakia, Hungary, Slovenia, Croatia, Poland, Bosnia & Herzegovina, Serbia, Montenegro, North Macedonia, Bulgaria, Romania and Greece, except for vehicles of the make Porsche.

2.3. Countries in which vehicles of the make Porsche may not be driven: Bosnia & Herzegovina, Bulgaria, North Macedonia, Poland, Romania, Serbia, Montenegro.
WARNING: It is pointed out that, when a border is crossed, some public authorities will require the lessee/driver to furnish written proof from Europcar that they are authorised to cross the border with the rented vehicle. This declaration of consent is shown in the Rental Agreement.

Note: It should be noted that the lessee is responsible for checking whether compatible charging stations for electrically operated vehicles are available in the country to which the lessee wishes to travel.

3. CHANGING OR CANCELLING THE BOOKING

3.1. Change of booking

The lessee may change his booking free of charge provided that he gives Europcar advance notice and agrees the intended change with Europcar no less than 24 hours prior to the scheduled start of the rental. The lessee is advised to always use the same communication channel as the one he used for the original booking. NOTE: It should be noted that, if the booking is changed, new rental fees and new kilometre packages may apply as a result of rate adjustments.

3.2. Cancellation of booking

3.2.1. Where the lessee has made a booking with prepayment,
- he may cancel his booking free of charge provided that he informs Europcar at least 48 hours prior to the start of the rental.
- the prepaid amount minus a cancellation charge of EUR 60.60 (incl. 20% VAT, incl. 1% contract fee) as a contractual penalty pursuant to section III. of Appendix 1 shall be refunded to the lessee if he declares the cancellation to Europcar within less than 48 hours. The cancellation charge is subject to the right of judicial mitigation.
- If he does not cancel his booking and fails to collect the vehicle at the agreed point in time, Europcar shall grant a grace period up to the end of the business hours of the Europcar collection station on the day of the booked vehicle collection.

If the vehicle is not collected within the grace period, the vehicle reservation will be cancelled and the lessee will be refunded the prepaid amount minus a charge for failing to show up ("no-show charge") of EUR 95.00 pursuant to section II. of Appendix 1. The no-show charge is subject to the right of judicial mitigation.

3.2.2. Where the lessee has made a booking without prepayment,
- he may cancel his booking free of charge prior to the agreed collection time.
- If he does not cancel his booking and fails to collect the vehicle at the agreed collection time, Europcar shall grant a grace period of 60 minutes beyond the agreed collection time. If the vehicle is not collected within the grace period, the vehicle reservation will be cancelled and a charge for failing to show up ("no-show charge") of EUR 95.00 pursuant to section II. of Appendix 1 will be applied. The no-show charge is subject to the right of judicial mitigation.

3.3. Unsuccessful delivery
If, where delivery has been booked, the vehicle is not taken receipt of, or the vehicle cannot be accepted for reasons as set out under sections 3.1 and 3.2, one rental day according to the agreed terms plus a delivery charge pursuant to sections 6. and 7. of Appendix 1 in the amount of EUR 32.72 (incl. 20% VAT, incl. 1% contract fee) per journey within the city limits and EUR 1.8 per kilometre (incl. 20% VAT, incl. 1% contract fee) per journey outside the city limits will be charged to the lessee for the aborted delivery. A delivery will be deemed to be unsuccessful if the lessee does not take receipt of the vehicle by the agreed delivery date. The acceptance of the vehicle must take place in conformity with these Terms and Conditions.

3.4. Group reservations
Separate terms of booking, cancellation and payment may apply in the case of group reservations for five or more vehicles.

4. DEPOSIT

In addition to the rental fee paid by the lessee in advance when making the booking or the rental fee the lessee will pay when collecting or returning the vehicle, the lessee must provide a deposit pursuant to section 4.1. prior to taking possession of the vehicle. If the lessee pays using his means of payment, the deposit will be collected in the form of advance approval/authorisation by his bank.
The deposit serves as security for the vehicle and is set subject to various criteria, such as the vehicle category, the rental period and any other services and products booked together with the vehicle in accordance with Appendix 1, which the lessee additionally agrees upon in the Rental Agreement when collecting the vehicle. Other components of the booking, i.e. booked additional services such as navigation systems, may likewise affect the amount of the deposit. It is not possible to pay the deposit in cash.

4.1. Amount of the deposit
The amount of the deposit is based on the rental fee plus a security surcharge. The security surcharge ranges between EUR 850.00 to a maximum of EUR 3,000.00 depending on the chosen vehicle (e.g. as a result of the vehicle category, rental period and any other services and products booked together with the vehicle).
If the vehicle was booked online, via the Europcar app or over the telephone, the deposit amount will be specified in the confirmation email received by the lessee following his booking. The amount of the deposit will be stated in the Rental Agreement when the lessee collects the vehicle.

4.2. Refund of the deposit
Within 24 hours of settlement of the Rental Agreement, Europcar shall release to the lessee's credit card institution the deposit minus the total costs of the Rental Agreement (i.e. the rent and any costs possibly arising in accordance with Appendix 1 and as listed therein, as well as claims for damages falling within the lessee's scope of responsibility).

5. VEHICLE COLLECTION

If defects or damages not documented in the Rental Agreement are discovered before the vehicle is first used, the lessee must ensure that such defects or damages are also noted in writing in the Rental Agreement or reported to a Europcar agent. The foregoing shall also apply to any defects or damages to booked accessories, but shall not affect the statutory rules on the burden of proof; this obligation of the lessee does not entail any exclusion of liability or warranty to the detriment of the lessee. In addition, it is recommended that the lessee and the Europcar agent subsequently sign such note and take photographs of defects or damages.

6. VEHICLE USAGE

6.1. Obligations of the lessee

6.1.1. The lessee must return the vehicle, vehicle keys and accessories at the end of the rental period on the agreed day at the agreed time and at the agreed return location, but no later than within the grace period specified in section 7.1. However, the statutory rules on the burden of proof shall not be affected thereby; this obligation of the lessee does not entail any exclusion of liability or warranty to the detriment of the lessee.

The vehicle, keys and accessories must be returned in the condition they were in when Europcar made them available at the start of the rental, with due regard being given to normal wear and tear. If the lessee fails to return the vehicle as set forth above, Europcar shall proceed in accordance with section 15.4. of these General Terms and Conditions. Therefore, reference is made to section 15.4., which governs late return of the vehicle.

6.1.2. If the lessee/driver intends to drive the vehicle outside Austria, he must also ensure that the vehicle is properly equipped in accordance with the applicable laws of the country in which the lessee/driver drives or which he passes through. However, Europcar expressly points out that Europcar does not provide any additional country-specific equipment.

6.1.3. The lessee/driver must drive the vehicle in accordance with the legal provisions (statutes, regulations, etc.) and ensure that he is familiar with all relevant locally applicable road traffic regulations. The lessee shall be liable for all charges, tolls, levies, fines and penalties arising in connection with use of the vehicle, as well as for any trespassing caused by the lessee or third parties to whom the lessee has made the vehicle available and for which claims are asserted against Europcar, to the extent that these have arisen due to the fault of the lessee/driver (e.g. road traffic tax, towing charges, various offence reports issued by authorities). Costs for toll sections with separate toll collection are not included in the road traffic tax ("Vignette" toll sticker) for Austria/abroad and must be paid by the lessee/driver himself. Additionally, a processing charge of EUR 40.00 pursuant to section VII. of Appendix 1 and/or pursuant to section 8.1.1. will be applied for processing traffic fines and toll charges.

6.1.4. The lessee/driver must ensure that the luggage or goods transported in the vehicle are secured in such a way that they do not cause damage to the vehicle or represent a risk to persons travelling therein. The applicable legal regulations relating to the securing of loads must be complied with as provided for by law.

6.1.5. The lessee/driver must ensure that the vehicle is handled with due care and attention. The lessee/driver must ensure that the vehicle is locked and the anti-theft device is activated whenever the vehicle is parked or unattended.

6.1.6. The lessee/driver must not drive the vehicle when his fitness to drive is impaired, particularly by the effects of alcohol, medications, drugs, illness or fatigue.

6.1.7. During the rental, the lessee/driver must keep the vehicle in the contractually compliant condition it was in when handed over, but with due regard being given to normal wear and tear. In particular, the lessee/driver must carry out the vehicle checks necessary to ensure that the vehicle is operationally ready for use, such as checking the oil level, coolant level and tyre pressure and, where necessary, refilling AdBlue, oil, coolant, screen wash, anti-freeze or air.

6.1.8. If incorrect fuel is filled into the vehicle's tank, the lessee shall be liable for the necessary costs of towing away the vehicle and/or repairing the damage. Express reference is made in this regard to the provisions in section 10 January 2012. of these General Terms and Conditions.

6.1.9. Smoking cigarettes or e-cigarettes, as well as vaping is strictly prohibited in all vehicles. Europcar is entitled to claim special cleaning costs on a time and materials basis pursuant to section I. of Appendix 1 for every case of breach of this prohibition by lessees, drivers or third parties transported by them, particularly where dirt leaves behind lingering residues (e.g. heavy soiling, bad odour).

6.1.10. Electric vehicles must/may be charged only using the charging cable made available by Europcar and only in conformity with the recommendations given by the manufacturer.

6.1.11. The lessee/driver must use the vehicle appropriately and as agreed and in accordance with the vehicle manufacturer's operating manual, which is located in the vehicle.

6.2. Usage of the vehicle
The lessee/driver may use the vehicle only in accordance with the provisions of applicable law (statutes, regulations, etc.) and shall in no event use it for the following purposes or allow such use:

6.2.1. The vehicle may not be re-rented, encumbered, pledged, sold or otherwise encumbered; the foregoing shall apply not merely to the vehicle itself, but also to vehicle parts, vehicle keys, vehicle documents, equipment, tools and/or accessories.

6.2.2. For transporting persons by way of rental or in exchange for payment, e.g. for car-sharing or the commercial transporting of persons, except where this has been expressly agreed upon with Europcar and the lessee has the corresponding trading licence/permit.

6.2.3. Transporting more persons than permitted according to the vehicle documents.

6.2.4. Transporting flammable, toxic, hazardous and/or radioactive goods.

6.2.5. Using the vehicle to transport goods with a weight, quantity and/or volume that causes exceeding of the permissible total vehicle weight as specified in the vehicle registration certificate, which is located in the vehicle.

6.2.6. Using the vehicle for racing, even if the racetrack is open to the public for test and practice drives (so-called tourist trips). The foregoing shall also apply to travel off surfaced roads, reliability tests, speed tests or participation in rallies, races, driving safety training or test runs (regardless of where these take place and whether or not these are official).

6.2.7. Using the vehicle to transport live animals (with the exception of household pets in transport boxes suitable for this purpose). The lessee shall bear the costs of any necessary special cleaning, even if the soiling of the vehicle was not caused by the lessee/driver or third parties transported. For special cleaning costs that go beyond standardised cleaning, the user must pay a contractual penalty that is subject to the right of judicial mitigation and, depending on the degree of soiling, ranges between EUR 60.66 to EUR 363.60 (incl. 20% VAT, incl. 1% contract fee), as compensation for such costs. Dirt that leaves behind lingering residues (e.g. heavy

soiling, bad odour) is excluded from the foregoing provision. The lessee shall be permitted to prove that no loss at all was incurred or that the loss incurred was considerably lower than the special cleaning costs under section I. of Appendix 1.

6.2.8. Using the vehicle for driving school purposes or for accompanied driving such as practice drives, e.g. for learning to drive.

6.2.9. Using the vehicle to tow or push another vehicle or a trailer, unless the rented vehicle is fitted with a trailer hitch and the maximum permitted total weight entered in the vehicle documents is adhered to.

6.2.10. Using the vehicle on gravel roads or on roads whose surface, size or condition poses a risk to the vehicle, such as beaches, impassable roads, forest paths, mountains, etc. or on roads that are not open to traffic or are not tarmac-surfaced.

6.2.11. For committing an intentional criminal act or customs or other criminal offences, even where such offences are only subject to a penalty under the law of the location of the offence.

6.2.12. For transporting the vehicle on board an aircraft.

6.2.13. Using the vehicle within areas of ports, airports and/or airfields that are not open to traffic. The foregoing shall also apply to the grounds of refineries or oil companies, including the plants belonging to these, unless Europcar has expressly approved such use in writing.

6.2.14. For any other use beyond contractually compliant use.

6.3. Termination of the rental by Europcar

Europcar reserves the right, in the event of a breach of the obligations specified above, to declare premature termination of the Rental Agreement and to demand immediate return of the vehicle and, where applicable, to assert claims for damages. This shall particularly apply if the lessee causes damage to the vehicle to such an extent that it is impossible to continue using the vehicle. The lessee shall be liable to Europcar for all consequences arising from any culpable breach of the aforementioned obligations by the lessee or the driver. It should be noted that any breach of these provisions may entail a potential damage claim against the lessee.

7. RENTAL FEE

The rental fee is agreed upon in the Rental Agreement and is based on the fee valid at the time of the booking or at the time of a change to the booking. The fee is subject to the details indicated at the time of the booking. The fee to be paid will be affected by the information provided by the lessee to Europcar when making the booking, i.e. the duration and start date of the rental, the collection and return location, the age of the lessee or driver. Regarding changes to the contractual terms during a rental, reference is made to section 13.

By entering into this Rental Agreement, the lessee expressly and irrevocably grants authority for all costs legally incurred in connection with the rental to be charged to the lessee's means of payment pursuant to section 1.1.3. of these Terms and Conditions. The lessee grants his express consent thereto at the Europcar office by handing the Europcar agent his means of payment prior to collecting the vehicle.

By completing the booking, the lessee expressly authorises Europcar to debit all charges, applicable costs, contractual penalties, expenses and processing charges related to the vehicle rental, encompassing the rental fee and any other charges, costs, contractual penalties, expenses and processing fees legitimately charged under these General Terms and Conditions in accordance with Appendix 1, to the lessee's means of payment pursuant to section 1.1.3. of these Terms and Conditions (the "debit authorisation").

In this context, with the lessee's consent, Europcar reserves the right to authorise, upon vehicle collection, an amount on the means of payment provided by the lessee which corresponds to the rental fee for the booked period at the time the rental agreement was concluded.

The Rental Agreement specifies the exact amount authorised and includes details about the direct debit authorisation for the lessee's reference. This amount does not include any additionally incurred dynamic costs (e.g. distance-based fee components) or any other charges, costs, contractual penalties, expenses and processing fees legitimately charged by Europcar under these General Terms and Conditions.

Upon completion of the journey, only the actual amount of the invoice will be debited from the means of payment selected. The invoice will be sent to the lessee's email address on file. If the attempt to authorise the payment on the selected means of payment (e.g. credit card) fails and it cannot be charged, the lessee will receive a separate request for payment.

In the event of a default in payment for which the lessee is at fault, Europcar is entitled to promptly impose a reminder charge of EUR 25.00 against the user pursuant to section VIII. of Appendix 1.

The lessee's statutory rights of revocation shall remain unaffected by any of the provisions specified in this section 7. The statutory rules on the burden of proof shall likewise remain unaffected; the provisions specified in this section 7. do not entail any exclusion of liability or warranty to the detriment of the lessee.

7.1. The rental fee includes the following services:

- The rental costs for a vehicle from the booked vehicle category, in which various vehicle models may be grouped. Europcar is unable to guarantee particular makes or models, unless the logistics fee of EUR 181.80 (incl. 20% VAT, incl. 1% contract fee) pursuant to section 1 of Appendix 1 is paid.
- The rental period, which is calculated from the actual start time of the vehicle rental to the actual time of the vehicle's return. One rental day corresponds to 24 hours, and further rental days are, in this respect, calculated according to every 24-hour period commenced. When calculating the last day of the rental, Europcar grants a grace period of 29 minutes (which excludes the start and end times of booked rates that are only bookable subject to certain time-related conditions being met, e.g. weekend rates.)
- In the case of rates with an agreed minimum term, the rental fee will not be reduced if the vehicle is returned prematurely.
- Free kilometres included, depending on the agreed product rate chosen and as shown in the Rental Agreement.
- Technical support for the vehicle under the mobility guarantee of the respective vehicle manufacturer in the event of the vehicle's roadworthiness being impaired.
- Value-added tax (VAT) or turnover tax,
- Contract fee, where the contract amount equals or exceeds EUR 150.00 (gross amount).
- Vehicle liability insurance (with coverage no less than EUR 7.79 million and no higher than EUR 15 million).

NOTE: The rental vehicles are not covered by **comprehensive vehicle insurance**.

7.2. Additional services and products for a surcharge

Upon entering into the Rental Agreement, the lessee may book the following additional services and products for a surcharge.

- Reduction of liability in the event of damage to the rental vehicle, per case of damage, with an excess as agreed upon in the Rental Agreement.
- Reduction of liability in the event of theft of the vehicle, its individual components or accessories, per case of loss, with an excess as agreed upon in the Rental Agreement.

8. ADDITIONAL COSTS AND CHARGES

8.1. Europcar may invoice the lessee for further charges, applicable costs, contractual penalties, expenses and processing fees related to the vehicle rental that arise during the rental period and/or as a result of use of the vehicle due to actions by the lessee/driver, encompassing the rental fee and any other charges, costs, contractual penalties, expenses and processing fees legitimately charged under these General Terms and Conditions in accordance with Appendix 1. For this, Europcar will use the means of payment specified in the Rental Agreement under the conditions set forth in section 7. The amount of these costs, including VAT/turnover tax, is also stated in the price overview for additional services in Appendix 1 of these Terms and Conditions with the exception of refuelling/electric charging costs, which depend on the place where the refuelling/electric charging takes place and the daily price. This overview is attached to the confirmation email, is available for inspection at Europcar's offices and can also be accessed on Europcar's website.

These costs and charges include:

8.1.1. A processing charge for the administrative processing (review and recording of the documents received, internal investigation and determination of the responsible party, forwarding of information to the responsible party, notification of authorities) of traffic fines and toll charges pursuant to section VII. of Appendix 1 in the amount of EUR 40.00. **NOTE:** Processing charges will be payable by the lessee in addition to the traffic fine or the tolls, and the lessee shall be liable for payment of the traffic fines for which he or the driver is responsible or for tolls arising as a result of use of toll roads. Traffic fines may be paid by the lessor. These fines will then be passed on to the lessee in addition to the processing charges.

8.1.2. A processing charge for the administrative processing (review and recording of the documents received, internal investigation and determination of the responsible party, forwarding of information to the responsible party, notification of authorities) of cases of damage, per case of damage, pursuant to section 4. of Appendix 1 as a contractual penalty in the amount of EUR 60.60 (incl. 20% VAT, incl. 1% contract fee). The processing charge is subject to the right of judicial mitigation.

8.1.3. The actual costs incurred for the preliminary inventorying and safekeeping of lost property.

8.1.4. If a vehicle is returned by the user in a particularly dirty condition and/or with an bad odour that is attributable to use of the vehicle beyond the scope stipulated in the Rental Agreement, the user must pay a contractual penalty that is subject to the right of judicial mitigation and, depending on the degree of soiling, ranges between EUR 60.66 to EUR 363.60 (incl. 20% VAT, incl. 1% contract fee), as compensation for such costs.

8.1.5. The costs for failure to return the accessories and documents provided in the vehicle (such as warning triangle, fluorescent safety vests, operating manuals, etc.) and/or the accessories chosen by the lessee (e.g. car seat, navigation system, recharging cable for a household socket, etc.).

8.1.6. In the event of the loss or theft of the vehicle key due to the user's negligence, the user must pay a contractual penalty for the replacement of the vehicle key that is subject to the right of judicial mitigation and amounts to EUR 84.84 (incl. 20% VAT, incl. 1% contract fee) pursuant to section 3. of Appendix 1 as a flat-rate compensation for such costs.

8.1.7. In the event of the loss or theft of the vehicle documents due to the user's negligence, the user must pay a contractual penalty for the costs of reissuing these documents that is subject to the right of judicial mitigation and amounts to EUR 84.84 (incl. 20% VAT, incl. 1% contract fee) pursuant to section 3. of Appendix 1 as a flat-rate compensation for such costs.
8.1.8. The costs of any shortfall in fuel when the vehicle is returned, as well as a service surcharge for refuelling/electric charging. Reference is made to section 14 of these Terms and Conditions.
8.1.9. The parking charges arising as a result of parking in multi-storey car parks/parking places that are subject to a charge.
8.1.10. The costs arising due to loss of an entry ticket obtained for a multi-storey car park/parking place used by the customer.

8.2. The following additional special charges and costs:
8.2.1. Additional costs for a rental at a Europcar airport or train station office.
8.2.2. The costs of returning the vehicle to a Europcar office (one-way), excluding the Europcar office where the vehicle was collected.
8.2.3. Additional kilometres exceeding the agreed free kilometres.
8.2.4. A surcharge of EUR 66.66 (incl. 20% VAT, incl. 1% contract fee) pursuant to section IV. of Appendix 1 will be collected for vehicle collections outside of the opening hours (out-of-hours). Such reservations require confirmation by the relevant Europcar office. Where the collection of the vehicle was reserved for a time within the opening hours, but the vehicle is actually collected after official office hours, a late arrival surcharge will be collected.

9. VEHICLE LIABILITY INSURANCE

All rental vehicles are covered by liability insurance pursuant to the applicable statutory provisions in Austria, with coverage no less than EUR 7.79 million and no higher than EUR 15 million. Damages to the rental vehicle are not covered by this statutory liability insurance, nor are the passengers or the items of property accompanying them.

NOTE: The rental vehicles are not covered by **comprehensive vehicle insurance**.

10. REDUCTION OF LIABILITY

Europcar offers a reduction of liability, limiting the lessee's liability to a set excess amount per case of damage that depends on the vehicle and is recorded in the Rental Agreement and in the Terms and Conditions. This reduction of liability covers damage to the rented vehicle due to accident or theft, up to the amount of an excess. However, the reduction of liability does not cover the types of damage listed in section 10.1., and it also does not cover damages arising due to wrongful intent or blatant gross negligence on the part of the lessee/driver. Operating damage and damage strictly due to breakage does not constitute damage caused by an accident. The lessee has the option to agree upon a reduction of liability when entering into the Rental Agreement. Where such reduction of liability has been agreed upon, any damage to the vehicle due to accident or theft during the agreed rental period will be for the lessee's account up to the amount of the agreed excess per case of damage, unless otherwise provided for below.

10.1. Even if a reduction of liability has been agreed, the lessee will not be entitled to rely thereon in the following cases of damage:

10.1.1. Damages, including loss of the vehicle, arising in connection with travel outside Austria for which Europcar has not granted its consent;
10.1.2. Damages and additional costs that are incurred where the lessee/driver has fled the scene of an accident or are caused by the lessee/driver whilst in a state impaired by alcohol, medications or drugs or in any other state that impairs his ability to react (e.g. fatigue, illness, etc.);
10.1.3. Damages arising due to the lessee's grossly negligent behaviour in connection with the loading of the vehicle, e.g. due to insufficiently secured loaded goods, an insufficiently secured load or overloading or improper fitting of accessories or use of unsuitable accessories, or damage to the interior of the vehicle;
10.1.4. Damages to van bodies (tarpaulins and hoops, box bodies, tail lifts, refrigeration units) or convertible roofs, as well as consequential damage causally linked thereto;
10.1.5. Damages to the undercarriage of the vehicle, as well as consequential damages causally linked thereto. Damages to tyres and rims, as well as consequential damages causally linked thereto, unless the "Premium Liability Reduction" option has been agreed upon or the "Additional Protection for Wheels, Glass, Windshield & Headlights" product has been booked separately by the lessee when renting the vehicle;
10.1.6. Damages due to theft, where the lessee fails to return the vehicle keys;
10.1.7. Damages arising as a result of a non-authorised driver having driven the vehicle;
10.1.8. Damages resulting from breaches of sections 1.3., 6.1.5., 6.1.7., 6.1.10., where these are causally related to each other or the provisions of precisely these sections were not complied with;
10.1.9. Damages arising as a result of failure to heed the drive-through height, e.g. in underpasses, garages, multi-storey car parks, etc.;
10.1.10. Damages arising in the course of transportation of the vehicle by other means of transport/conveyance (such as, in particular, conveyance of the vehicle by rail on car trains, on car ferries or otherwise on vehicle transporters);
10.1.11. Damages, including consequential damages, to high-voltage systems, including charging cables and batteries in the case of electric vehicles, where such damage was culpably caused by the lessee;
10.1.12. Damages and consequential damages causally related thereto resulting from refuelling with incorrect fuel; i.e. for example refuelling a diesel vehicle with petrol or a petrol vehicle with diesel or with fuels that are not permitted for the vehicle concerned, e.g. biodiesel;
10.1.13. Damages due to loss or damage to mobile Europcar accessories, such as navigation systems, GPS systems, child seats, snow chains or the like;
10.1.14. Clutch damage and other damage caused by gear changing errors;
10.1.15. 10.1.16. Damages arising from use of the vehicle in breach of the agreement, in particular in the course of criminal use thereof;
10.1.16. Damages arising as a result of the lessee having not submitted an accident report to Europcar, contrary to section 12.

11. MAINTENANCE OF THE VEHICLE/ACTION TO BE TAKEN IN THE EVENT OF A BREAKDOWN

11.1. During the rental period, the lessee must take the measures necessary for keeping the vehicle in the condition it was in when handed over to him at the start of the rental, with due regard being given to normal wear and tear.

11.2. The warning lights in the vehicle display must be heeded, and all necessary measures listed in the operating manual must be taken if these light up.

11.3. In cases of doubt, the respective vehicle manufacturer's technical team must be contacted in order to obtain support on queries regarding the vehicle; such queries will be responded to under the mobility guarantee if the vehicle's roadworthiness is impaired. The respective emergency number can be found in the vehicle documents.

11.4. Alterations, mechanical interventions or repairs to the vehicle that go beyond the assistance of the respective vehicle manufacturer's technical team are only permitted with Europcar's prior express written consent. If Europcar's written consent has not been obtained, the lessee shall bear the costs necessary for restoring the condition of the vehicle to its condition at the start of the rental.

11.5. In addition, the lessee is not authorised to represent Europcar in legal transactions.

11.6. The lessee shall be liable to Europcar for all consequences arising from any culpable breach of the above obligations.
11.7. The lessee shall be liable to Europcar for all costs arising from self-inflicted breakdowns, unless the "Roadside Assistance" option has been agreed upon. In that case, the corresponding conditions of the "Roadside Assistance" shall apply.
11.7.1. The optional roadside assistance guarantees competent and free assistance for cars in the event of the following self-inflicted breakdowns:

	SERVICES	SERVICES NOT INCLUDED
Loss of keys	- Making and sending the new key - Securing of the vehicle by the breakdown service/Europcar, if necessary	
Locked out of the vehicle in the event of automatic door locking	- Travel by the breakdown service to and from the breakdown location - Opening the vehicle	
Refuelling with incorrect fuel (only if the engine has not yet started)	- Travel by the breakdown service to and from the breakdown location - Pumping out the incorrect fuel	- Refuelling or electric charging costs will be for the lessee's account
Stranded with an empty tank/electric charge	- Travel by the breakdown service to and from the breakdown location - Refuelling the vehicle with enough fuel/electric charge to reach the next petrol station or electric charging station	- Refuelling or electric charging costs will be for the lessee's account

11.7.2. If the lessee uses the vehicle manufacturer's mobility guarantee, Europcar shall pay a fee directly to the company responsible for the vehicle manufacturer.
If the lessee uses the vehicle manufacturer's mobility guarantee in the event of a self-inflicted breakdown, Europcar will charge a processing charge for reviewing and recording the documents received, conducting an internal investigation and determining the responsible party, forwarding the information and transferring the payment pursuant to section 2 of Appendix 1 as a contractual penalty in the amount of EUR 84.84 (incl. 20% VAT, incl. 1% contract fee) in addition to the costs incurred as a result of the breakdown assistance, unless the lessee has booked the "Roadside Assistance" add-on package. The processing charge is subject to the right of judicial mitigation.

12. ACTION TO BE TAKEN IN THE EVENT OF A TRAFFIC ACCIDENT OR THEFT OF THE VEHICLE

The lessee/driver must immediately notify the police and Europcar following any accident, fire, theft, collision with wildlife or other damage, except where the damage concerned is merely of a minor nature. The foregoing shall also apply in cases of self-inflicted accidents without third-party involvement. Claims by opposing parties must not be acknowledged. The lessee/driver shall, even if the damage is minor, submit a written report with a sketch. The accident report must be sent to Europcar without delay, but no later than when returning the vehicle to Europcar.
This may be done by email to damageservices@europcar.at. The accident report may also be handed over in person at the Europcar office agreed upon in the Rental Agreement. The accident report must contain, in particular, the names and addresses of the persons involved as well as any possible witnesses, together with the official registration numbers of the vehicles involved. If the vehicle is stolen, the lessee must deliver a copy of the offence report to Europcar without delay, together with the vehicle keys and vehicle documents, unless these have also been stolen. In the event of culpable failure to comply with these obligations, the lessee shall be liable for all disadvantages incurred upon Europcar as a result thereof. Europcar reserves the right, in the event of damage, to declare premature termination of the Rental Agreement and to demand immediate return of the vehicle and, where applicable, to assert claims for damages; see section 6.3.

13. CHANGE TO CONTRACTUAL TERMS DURING THE RENTAL

To change the rental period agreed upon in the Rental Agreement or the location for returning the vehicle, the lessee/driver must contact the relevant Europcar office specified in the Rental Agreement or contact Customer Service on +43 (0)1 86616.
A change at the express request of the lessee is permitted only with Europcar's express consent and may give rise to changes to the originally agreed rate and the additional costs and charges under section 8.9., in which case Europcar shall inform the lessee thereof. As a result of changes to the duration of the rental and the location for returning the vehicle, the terms of the originally agreed rate as agreed upon in the Rental Agreement and the terms of additional services booked may cease to apply.

14. REFUELLING THE VEHICLE

All vehicles are handed over to the lessee with a full tank of fuel/fully electrically charged (minimum charge level: 80%) and must be returned by the lessee with the same fuel or charge level. Where the lessee finds at the time of accepting the vehicle that the tank/electric charge is not full, he may communicate this to a Europcar employee, who will note this deficiency in the Rental Agreement. The lessee should note that the rules governing refuelling/electric charging depend on the location for returning the vehicle. The provisions applicable in each case are agreed upon in the Rental Agreement according to the agreed return location, as different rates for subsequent refuelling/electric charging may apply if the return location is abroad.
In the case of returns within Austria, the lessee will be charged for the costs of any shortfall in fuel/electric charge, including a service surcharge for refuelling/electric charging, as shown in Annex 1 of these Terms and Conditions. It should be noted that Europcar may demand that the lessee furnish proof of refuelling/electric charging in the form of a receipt.

15. RETURNING THE VEHICLE

The lessee must return the vehicle and the vehicle keys as well as the accessories at the end of the rental period on the agreed day at the agreed time and at the agreed return location. The vehicle, keys and accessories must be returned in the condition they were in when Europcar made them available at the start of the rental, with due regard being given to normal wear and tear.
If the Rental Agreement has been amended as described in section 13, the lessee shall be entitled to return the vehicle accordingly pursuant to the amended Rental Agreement.

15.1. Returning the vehicle during Europcar's opening hours

The Rental Agreement will end when the vehicle is returned to the Europcar office and the vehicle keys and other accessories are handed over to a Europcar agent. If the Rental Agreement has already ceased prior to this time, e.g. due to the expiry of its term, the lessee's obligations under the Rental Agreement will remain in effect until the vehicle is returned and the keys are handed back to the Europcar office; section 15.4. shall apply.
If the vehicle is returned at a point in time earlier than agreed upon in the Rental Agreement, the lessee shall have no claim to a refund of any part of the rental charges, unless the premature return falls within the scope of Europcar's responsibility. When the vehicle is returned to Europcar, Europcar and the lessee shall be obliged to jointly prepare a return record and sign it. On request, Europcar shall deliver to the lessee a return certificate documenting the return of the vehicle to Europcar. Europcar shall, in particular, bear no liability for loss or damage to items of property brought into the vehicle or left behind in it, unless Europcar is at fault for this. The vehicle registration documents are located in the glove compartment and must remain there. The vehicle documents, keys and any entry ticket the driver may have received from the multi-storey car park/parking place used by Europcar must be handed over to the Europcar agent when returning the vehicle.

15.2. Returning the vehicle outside of Europcar's opening hours

15.2.1. Europcar recommends that the vehicle be returned during the opening hours of the Europcar office specified in the Rental Agreement. Europcar offers, at certain Europcar offices, an additional out-of-hours service if so requested by a customer. The opening hours can be found online at www.europcar.at.

Where the lessee has opted to return the vehicle outside of the opening hours, Europcar will prepare a condition report for the vehicle in the lessee's absence. The lessee/driver must indicate in the accident report enclosed with the vehicle documents any new damages to the vehicle or, if applicable, that the vehicle is not in the condition it was in when handed over (with due regard being given to normal wear and tear).
This accident report must be deposited together with the vehicle keys into the key return box provided for this purpose. The vehicle will remain on the car park until Europcar carries out an inspection of the vehicle, which it will do immediately, and issues an invoice for the Rental Agreement. The lessee/driver is required to park the vehicle in the area provided for this, so that the vehicle does not represent a risk to third parties or an obstruction to traffic. The vehicle registration documents are located in the glove compartment and must remain there. The vehicle documents, keys and any entry ticket the driver may have received for the multi-storey car park/parking space used by Europcar must be deposited into the key return box provided for this.
Given that the vehicle will be inspected at a later point in time, namely during the Europcar office's opening hours, Europcar recommends that the lessee/driver make photos of the vehicle prior to depositing the vehicle key, in order to record the condition of the vehicle at the time of its return as well as the time when it was returned.
As soon as Europcar has carried out the inspection of the vehicle and any damage has been ascertained, Europcar will inform the lessee thereof.

15.2.2. Where the lessee returns the vehicle outside of the opening hours in breach of the agreement, the lessee's obligations under the Rental Agreement will continue to apply until a Europcar employee actually accepts the vehicle.

Europcar shall, in particular, bear no liability for loss or damage to items of property brought into the vehicle or left behind in it, unless Europcar is at fault for this.

15.3. Return of the vehicle during the opening hours of Europcar offices without an inspection being carried out jointly with the lessee

Where, for reasons for which the lessee is responsible, a joint inspection with a Europcar agent is not carried out, the Europcar agent will inspect the vehicle in the lessee's absence. Europcar will note in the Rental Agreement that a joint inspection of the vehicle has not been carried out; section 15.2 shall apply.

15.4. Returning the vehicle late

If the vehicle is not returned on the day agreed upon in the Rental Agreement and the lessee does not promptly communicate the reason for the delayed return, Europcar will assume that the lessee is using the vehicle unlawfully. Europcar will then be entitled to file a report with the competent authority. In such case, Europcar may, for every further day of unauthorised use, charge the lessee a usage fee on the basis of the rate applicable at that point time, which may deviate from the rate booked.
Europcar may claim from the lessee the entire loss incurred upon Europcar due to fault on the part of the lessee or due to culpability of the driver that is attributable to the lessee. In addition, Europcar shall be entitled to demand that the vehicle be returned without delay.

15.5. Damage to the vehicle

Where the condition of the vehicle at the time of its return deviates from the condition at the start of the rental (with due regard being given to normal wear and tear), the following provisions shall apply in the case of damage:

15.5.1. Damage ascertained in the presence of the lessee/driver at the time when the vehicle is returned.

Where damage falling within the lessee's scope of responsibility is ascertained when the vehicle is returned and the lessee confirms this by signing the return record, the lessee must pay for the damage that has arisen. If the lessee does not sign the return record because he has objections to the findings regarding damage and/or to the calculation thereof, Europcar shall proceed as set out in section 15.5.2.

15.5.2. Damage ascertained in the absence of the lessee/driver at time when the vehicle is returned.

Where damage falling within the lessee's scope of responsibility is ascertained by a Europcar agent in the lessee's absence during the inspection of the vehicle following its return, Europcar will send the following documents to the lessee:
- A copy of the Rental Agreement, together with a description of the damage ascertained.
- Photographs of the damage.
- A cost estimate or a valuation report concerning the necessary repair costs.

Where the lessee has objections to the findings regarding damage and/or to the calculation thereof, he may communicate these within 14 days of the sending thereof, in writing by email or post.
If, within 14 days of receipt of such email or letter, the lessee does not raise any objections thereto, or the lessee is unable to sufficiently rebut the causation of the damage by him/the calculation of the damage, Europcar will invoice the lessee for the necessary costs of repairing the damage.
Europcar reserves the right to exclude from future rentals any customers who have a conspicuous history of damage.

15.6. Liability of the lessee in the event of damage

15.6.1. Depending on the damage arising to the vehicle and the reduction of liability agreed upon with the lessee at the time of entering into the Rental Agreement,

the repair costs may, where applicable, be partly or fully imposed upon the lessee. Pursuant to the provisions of section 10.1. of these Terms and Conditions, a reduction of liability is excluded for the reasons set out in that section.

The assessment of the amount of loss to be compensated for will, where the damaged vehicle is not repaired, be made by means of a valuation report by an independent, court-sworn expert engaged by Europcar.

Where the lessee has objections to the findings regarding damage and to the calculation thereof, he will be free to proceed as described in section 20.5.

15.6.2. The lessee shall be liable for any damages incurred upon Europcar, including all costs ascertained pursuant to the valuation report of a court-sworn expert for repairs and depreciation of the vehicle, or for the replacement value of the vehicle in the event of a total write-off, as well as for all further costs incurred upon Europcar such as costs for ascertaining damage or averting the exacerbation of damage, for receivables for justified third-party claims that Europcar is required to compensate for, for costs of towing and storage, etc. and, in cases of gross fault, for lost profits (e.g. lost rental income).

15.6.3. In all further and other respects, reference is made to the statutory provisions concerning liability.

15.6.4. Impoundment of the vehicle

15.6.5. The lessee shall be liable for the following costs if the vehicle is impounded by the police, customs authorities or tax authorities or any other authority during the rental period through the fault of the lessee (or the fault of a driver authorised by the lessee or of a person to whom the lessee has made the vehicle available):

- all reasonable costs incurred upon Europcar as a result of the impoundment
- plus any lost rental income for the period during which the vehicle is not available for rental to other persons.

16. RENTAL INVOICE AND PAYMENT

16.1. Final invoice

The lessee will receive the final invoice no earlier than on the day after returning the vehicle. Depending on the product and the means of payment, the lessee shall pay the full amount of the invoice, or Europcar shall collect the corresponding amount via the agreed means of payment.

16.2. Booking with prepayment

In the case of a prepaid booking, the prepayment contains the rental fee for the booked period, the booked accessories for the rental period and all additionally booked services and products. The corresponding amount will be debited from the means of payment agreed upon with the lessee in the course of the booking. The lessee will receive confirmation of the prepayment made. This prepayment will be taken into account in the final invoice for the Rental Agreement and will be deducted from any possibly different total amount to be paid. In addition, a deposit will be blocked on the credit card pursuant to section 4 of these Terms and Conditions.

16.3. Rental without prepayment

In the case of rental without prepayment, the costs will be shown in the Rental Agreement which the lessee will sign prior to accepting the vehicle. The actual rental costs are calculated when the vehicle is returned. In addition, a deposit will be blocked on the lessee's credit card pursuant to section 4 of these Terms and Conditions.

16.4. Additional charges or costs,

as listed in section 8 of these Terms and Conditions, will be invoiced to the lessee when the vehicle is returned, insofar as it is already possible to calculate them at this point in time.

16.5. Sending the invoice

The lessee consents to receiving the invoices in electronic form at the email address provided, and to not receiving the invoice in paper form. The lessee is responsible for ensuring that the email address communicated by him is valid and it is possible to receive emails at the email address given. The lessee may object at any time to receiving the invoice in electronic form. Europcar will then send the lessee a paper invoice. The extra costs actually incurred as a result of the sending of a paper invoice as well as the postage costs shall be borne by the lessee.

16.6. Rental fee claims of Europcar and default in payment

Europcar's rental fee claims as well as any other receivables arising from the Rental Agreement, including claims for damages, will be due for payment upon receipt of the invoice; if the lessee defaults on payment, the lessee must pay default interest at the statutory rate of 4% for consumers (Section 1000 of the Austrian Civil Code (ABGB). In relation to entrepreneurs, default interest as set forth in the 1st sentence of Section 456 of the Austrian Commercial Code (UGB) (currently 9.2%), plus the 3-month Euribor rate valid at the time of invoicing will be deemed agreed. Europcar uses the services of an Austrian debt collection agency to handle rental fee claims. Furthermore, the lessee shall be liable to Europcar for reimbursing it for the default-related expenses incurred upon Europcar due to the lessee's default, in particular reminder charges of EUR 25.00 in accordance with Appendix 1 of these Terms and Conditions, as well as the tariff-based costs for the extrajudicial and judicial pursuit of Europcar's receivables by a debt collection agency and/or by a lawyer, insofar as such costs are necessary in order to appropriately pursue Europcar's rights and are reasonably proportionate to its principal claim.

17. PROVISIONS GOVERNING PAYMENT WITH A FOREIGN CREDIT CARD

A lessee who, according to his details given to Europcar, is domiciled abroad and has a credit card with a base currency other than the euro may benefit from converting the currency into his credit card's base currency if he pays for his rental using that card. The lessee may use the credit card terminal to select whether he wishes to settle the payment in euros or in his base currency. In the latter case, Europcar will perform the currency conversion on the basis of an exchange rate based on the Reuters Index at the time of invoicing, plus additional exchange rate charges as shown in section VI. of Appendix 1 of these Terms and Conditions.

The lessee may change his selection of base currency by providing a corresponding declaration when returning the vehicle to the Europcar office. The final invoice amount will then be shown in euros in the final invoice.

If, for technical reasons, Europcar is unable to provide the service offered, the conversion to the card's base currency will be carried out on the basis of the terms and conditions of the lessee's bank.

18. LIMITATION AND LAPSE OF CLAIMS

Claims for damages against the lessee asserted on the basis of damage to the vehicle and/or accessories will lapse after one year from the date of return of the vehicle. Where the event of damage was caused with wrongful intent and is subject to at least one year's imprisonment, a 30-year period of limitation shall apply.

19. EUROPCAR'S LIABILITY

Europcar disclaims liability for damages of the lessee, except where Europcar or its representatives or vicarious agents are at fault due to wrongful intent or gross negligence. Europcar shall also be liable for slight negligence, but only in cases of personal injury or where material contractual duties have been breached. Europcar's mandatory liability under the Austrian Product Liability Act (Produkthaftungsgesetz) remains unaffected hereby. Europcar shall not be liable for the risk associated with transported items of property. Nor shall Europcar be liable for lost profits, costs for overnight accommodation or alternative mobility, flights or the like, or for any interruption to business operations in connection with the rental.

20. SETTLEMENT OF DISPUTES IN RESPECT OF A RENTAL

20.1. Applicable law

With regard to all legal disputes arising from this Agreement, the contracting parties hereby agree that Austrian law shall apply and that the court in the federal capital Vienna that has substantive jurisdiction shall be the competent court. Where the lessee is a consumer within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz), the court in the judicial district where the lessee is domiciled, is habitually resident or pursues his occupation, or the place where the damage occurred, shall be deemed to have local jurisdiction.

20.2. Written form

Amendments or supplements to the Rental Agreement and/or to these Terms and Conditions shall be legally valid only if drawn up in written form.

The written form requirement shall also be deemed satisfied by a "signature pad signature" (i.e. a digital recording of the lessee's handwriting, together with linkage and storage with the digital data record of the lessee's declaration; in particular where damage is documented at the time of return of the vehicle). The lessee hereby takes note that, where he is not a consumer within the meaning of the Austrian Consumer Protection Act, Europcar employees are not authorised to enter into verbal side agreements relating to this Agreement.

20.3. Customer support

For customer service, please contact Europcar's national organisation through which you made your booking. This national organisation may be different to the one that carries out your rental or that is located in the country of your domicile.

For bookings made via Europcar Österreich, the lessee can reach Customer Service as follows:

Europcar Österreich, ARAC GmbH
Brunner Straße 85, A-1230 Vienna
Telephone: +43 (0)1 866 16
Email: service@europcar.at
Internet: www.europcar.at

The contact details of the international Europcar Group can be found on the respective contact pages accessible at www.europcar.com.

20.4. Notifications

All notifications in connection with the Rental Agreement will be sent to the respective addresses specified in the Rental Agreement. The parties acknowledge these addresses as being binding for the receipt of notifications.

20.5. Complaints

Mediation for consumer transactions:

Mariahilfer Straße 103/1/18, 1060 Vienna, tel.: +43 (0)1 890 63 11, fax: +43 (0)1 890 63 11 99, email: office@verbraucherschlichtung.at

Formal prerequisite: You may lodge a complaint if you are a consumer domiciled in Austria or an EEA Member State. The procedure is free of charge. The mediation board's decision will be binding upon both parties. The complaint must be lodged in writing by email, fax, contact form or post. Further contact details and information on the procedural process can be found at www.verbraucherschlichtung.at.

Settlement of disputes with the assistance of the European Car Rental Conciliation Service (ECRCS) https://www.ecrcs.com:

Where the lessee is of the opinion that Europcar has not sufficiently taken account of his interests, he has the option of contacting the European Car Rental Conciliation Service (ECRCS) at http://www.ecrcs.eu. Europcar is a participant in the ECRCS programme in order to enable customers to settle their complaints regarding cross-border vehicle rentals within Europe.

It should be noted that this option is only available in the case of disputes relating to a cross-border rental within the European Union.
The prerequisite is that the lessee must be domiciled within the EU and the rental must have taken place in another EU country. Where the lessee's complaint does not relate to a cross-border rental, he cannot invoke the ECRCS in respect of that complaint.

20.6. Set-off of claims of the lessee

The lessee hereby expressly waives the right of set off against Europcar's claims under this Agreement. Where the lessee is a consumer, the foregoing shall not apply in the event that Europcar is insolvent and/or in respect of those counter-claims that are related legally to the lessee's financial liability, have been determined by a court of law or have been acknowledged by Europcar.

21. INFORMATIONEN EU-DATA ACT

Information on Regulation (EU) 2023/2854 (Data Act) can be found at the following link: https://eu-data-act.drivesomethinggreater.com

GENERAL INFORMATION		INFO
a)	**Road traffic tax |** motorway toll for Austria	Vehicle fitted with a toll sticker (Vignette) for Austrian motorways, excluding any special toll
b)	**Road traffic tax |** special toll for Austria and outside of Austria	Vehicle not fitted for a special toll (e.g. other motorway charges, tunnel toll and/or special toll – see section 6.1.3., special toll)
c)	**Minimum age |** lessee and driver must have held their driving licence for at least 1 year	Age 18 for all vehicle classes except for Porsche models, for which the minimum age is 27
d)	**Credit cards accepted** | MasterCard, Visa, American Express, Diners Club/Discover, JCB, debit cards. Valid for at least 2 months after return of the vehicle (check-in)	A credit card is required when collecting the vehicle and must be identical to the lessee's credit card used to make the online booking/reservation
e)	**Credit cards not accepted |** prepaid cards and digital credit cards	See credit cards accepted
f)	**Electric vehicles |** battery surcharge is already included in the rental fee at the time of vehicle booking	Included in the rental fee
g)	**Electric vehicle; electric charging |** charging card/fuel card	Europcar does not provide a charging card
h)	**Electric vehicle battery surcharge |** already included in the price for booking electric vehicles	Included in the rental fee

FURTHER CHARGES		GROSS incl. 20% VAT incl. 1% contract fee [1]	GROSS incl. 20% VAT excl. 1% contract fee [1]	NET excl. 20% VAT excl. 1% contract fee [1]
1.	**Logistics fee for provision of the brand/model guarantee |** maximum, per rental (not available for: models of the make Porsche, VW California, small van, 7.5t HGV)	181.80	180.00	150
2.	**Mobility guarantee |** processing charge for using the guarantee in the event of personal negligence, per use	84.84	84.00	70.00
3.	**Vehicle keys & documents |** processing charge in the event of loss or theft thereof, plus vehicle-related costs for replacement keys, per loss	84.84	84.00	70.00
4.	**Cases of damage |** processing charge for the administration of cases of damage, per case	60.60	60.00	50.00
5.	**Service surcharge for refuelling in Austria |** plus the price per litre according to the Fuel Price Monitor published weekly by the Federal Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology (BMK), per rental (https://www.bmk.gv.at/themen/energie/preise/treibstoffmonitor.html)	42.42	42.00	35.00
6.	**Vehicle delivery/collection |** within the city area, per journey; not available for: Porsche models	32.72	32.40	27.00
7.	**Vehicle delivery/collection |** outside the city area, per kilometre; not available for: Porsche models	1.82	1.80	1.50

OTHER CHARGES		GROSS incl. 20% VAT incl. 1% contract fee [1]	GROSS incl. 20% VAT excl. 1% contract fee [1]	NET excl. 20% VAT excl. 1% contract fee [1]
I.	**Special cleaning costs |** charge for special cleaning, excluding dirt that leaves behind lingering residues (e.g. heavy soiling, bad odour).	min. 60.66 max. 363.60	min. 60.00 max. 36.00	min. 50.00 max. 300.00
II.	**No-show charge |** charge for having failed to collect the vehicle and not having cancelled beforehand (not subject to tax)	95.00	-	-
III.	**Cancellation charge |** in the event of cancellation of the vehicle within less than 48 hours before collection of the vehicle	60.60	60.00	50.00
IV.	**Out-of-hours charge |** late arrival surcharge for vehicle collections outside of the opening hours, per rental	66.66	66.00	55.00
V.	**Vehicle disinfection |** charge for disinfecting the vehicle	3.03	3.00	2.50
VI.	**Exchange rate charge |** on the total amount	3.25%	3.25%	3.25%
VII.	**Fines |** flat-rate processing fee for processing fines, per fine (not subject to tax)	40.00	-	-

VIII.	**Reminder charges |** in the event of default in payment (not subject to tax)	25.00	-	-
IX.	**Electric charging cable(s) |** processing charge in the event of electric charging cable(s) being lost or stolen, plus costs for replacing the electric charging cable(s), per loss	48.48	48.00	40.00
X.	**Electric vehicle towing |** processing charge for using electric vehicle towing in the event of personal negligence, per use	84.84	84.00	70.00

[1] *Only where the total amount exceeds EUR 150.00, incl. 20% VAT.*