

MOTOR VEHICLE RENTAL TERMS AND CONDITIONS

The present document defines the main terms and conditions for the Owner and the Hirer to follow and is an integral part of the Motor Vehicle Rental Agreement (Vehicle No. _____ of _____), hereinafter referred to as the Agreement. By signing the Agreement, the Hirer confirms his consent with the present terms and conditions.

1. OBLIGATIONS OF THE HIRER

1.1. The Hirer guarantees that he or other persons in charge of the Vehicle in accordance with the present Agreement:

1.1.1. have a driving experience at least for two years (otherwise, according to the Rental Agreement double deposit amount (is satisfied in the Rental Agreement «DEPOSIT») will be blocked on a bank account of the Hirer);

1.1.2. possess all the necessary permits, licenses and certificates that provide the right to drive the Vehicle;

1.1.3. have never been refused to obtain automobile insurance or personal liability insurance before;

1.1.4. have never been disqualified from driving in any country before;

1.1.5. in regard to these persons there does not exist:

- a judicial decision on being disqualified from driving or a legal case of committing a traffic accident that ensued on punitive penalties;
- a prosecution of committing a traffic accident;
- any physical/mental disorders that may affect the process of driving the Vehicle.

1.1.6. the abovementioned persons have not been disqualified from driving based on alcohol or drug intoxication.

1.2. When hiring, the Hirer shall make all their claims against the condition of the Vehicle. All the defects must be enumerated in the Vehicle Transfer and Acceptance Act.

1.3. The Hirer shall indemnify the Owner for any damage caused to the Vehicle during the rental period, as well as the lost profit coming from leasing the Vehicle under repair at the price of hire for the period the Vehicle being repaired.

1.4. The Hirer shall provide safety of the Vehicle during the full hiring period (the period when the Hirer have the Vehicle). If the Hirer do not drive the Vehicle, it must be central locked and alarmed (if available); all the windows, doors, roof insert, hood, fuel door, boot lid, drop head must be locked; all the documents (car registration license, vehicle test certificate, certificate of insurance of obligatory motor third party liability insurance) must not be left in the Vehicle.

1.5. The Hirer at his expense shall pay the costs of service of the Vehicle, including selecting and purchasing adequate fuel, maintaining the necessary level of washer fluid, checking and maintaining the necessary level of motor oil and cooling fluid, as well as tire pressure.

1.6. The Hirer shall report about the location of the Vehicle upon the Owner's request. The Hirer shall not drive the Vehicle outside the Republic of Belarus, except as otherwise provided in the Rental Agreement. If the Hirer intends to drive the Vehicle outside the Republic of Belarus the Owner issues the Permission to leave Belarus for the Vehicle and the Hirer agrees that the deposit amount will be blocked on his credit card.

1.7. The Hirer shall not use the Vehicle for purposes it is not meant for. The Hirer shall not use the Vehicle for trailing other vehicles, participating in car races, driving off-roads, driving instruction, transportation of cargos violating the customs laws or for any other illegal purposes that contravene the law of the Republic of Belarus. It is prohibited to drive the Vehicle under the influence of alcohol, drugs or any other substance.

1.8. The Hirer shall not alienate the Vehicle in any form, including subletting it, concluding a Motor Vehicle Rental Agreement with a third party, using the Vehicle for taxi service or renting it out to gain profit, assigning the rights under the Agreement to a third party. It is prohibited to remove or modify any external signs indicating the Owner's rights of ownership of the Vehicle.

1.9. The Hirer shall not have the Vehicle repaired without the Owner's written permission.

1.10. The Hirer at his expense shall pay the costs of all the parking fees, fines, and other charges during the rental period. In case the abovementioned costs are paid by the Owner, the Hirer shall indemnify the Owner for these expenses within 5 days from the date when they receive the Owner's request.

1.11. The Hirer shall provide the Vehicle for undergoing MOT test or other inspections within 1 day from the date when they receive the Owner's representative's request (by a phone call or a SMS message on the Hirer's telephone number).

1.12. The Hirer is fully liable for any claims or actions resulting from non-compliance with the present Agreement made between the Hirer and the Owner, as well as for all the claims based on the Hirer's violating the rules of the road, the rules of using vehicles or other actions that contravene the law of the Republic of Belarus during the Agreement validity period.

1.13. The Hirer shall immediately inform the Owner about any damage to the Vehicle, its incapacitation, as well as the Vehicle theft or loss for any other reason. If there is any threat of the Vehicle damage, the Hirer shall stop using the Vehicle.

1.14. In case of the Vehicle damage or a traffic accident the Hirer shall:

- immediately call the road police,
- obtain a copy of the statement of the accident with a detailed list of damages;
- write down the names and addresses of the witnesses,
- within 2 days provide the Owner with all the documents required by the insurance company to get an insurance reimbursement.

1.15. In case of damage caused by a natural disaster or actions of third parties (theft, vandalism, etc.), the Hirer shall:

- immediately report about the accident to the local police station,
- within 10 days provide the Owner with the documents obtained from the police station.

1.16. If the Vehicle is lost for any reason the Hirer shall:

- immediately report to the nearest police station,
- return the car registration license and the keys to the Owner.

1.17. The Hirer shall indemnify to the Owner for the damages in the amount calculated by the Owner in the following cases:

- if the Vehicle damage or loss resulted from a non-insurance case and the Owner cannot get an insurance reimbursement;
- if the Vehicle damage could not be covered by the insurance reimbursement.
- if the Hirer fails to follow the present Terms and Conditions and the Agreement, as well as contravene the insurance laws resulted in refusing to provide the insurance reimbursement.

1.18. The Hirer shall be liable in case of the Vehicle damage or other claims concerning the Vehicle parts.

2. RIGHTS AND OBLIGATIONS OF THE OWNER

2.1. The Owner guarantees that at the moment of transferring the Vehicle to the Hirer the Vehicle is in a roadworthy condition. No Vehicle damage during the rental period shall be regarded as the Owner's failure to comply with the Agreement.

2.2. If the Vehicle is not in a roadworthy condition, the Owner shall replace it with a similar or a different one, if it is technically possible.

2.3. The Owner shall not be liable for any damage or breakdown of the Vehicle happened not due to the Owner's fault, as well as for the damage to the property left in the Vehicle by the Hirer or other persons.

2.4. The Owner has the right to repudiate the performance of the Agreement ahead of schedule and demand immediate return of the Vehicle in case the Hirer violates any Terms and Conditions of the Agreement, or if the Hirer provides false data while concluding the Agreement. In this case, the Hirer shall immediately return the Vehicle to the Owner (within 1 day) after receiving a notification from the Owner on termination of the Agreement (by a phone call or a SMS message on the Hirer's telephone number).

2.5. The Owner together with the Vehicle shall provide the Hirer with the Vehicle Registration Certificate, the inspection decal, the certificate of assurance, and the key. If the Owner fails to comply with the present provision, the Hirer shall make appropriate notes in the Agreement.

2.6. In case the Hirer together with the Vehicle gets additional equipment, including a child safety seat, the Owner shall not be liable for its setting up.

3. RETURN OF THE VEHICLE

3.1. The Hirer shall return the Vehicle in the place that was agreed by the Owner at the moment of concluding the Agreement. The Vehicle must be returned during the period of rental time stated in the present Agreement. In case of terminating the Agreement ahead of schedule, the Vehicle must be returned immediately after the termination (within 1 day after notifying the Owner (the Hirer) in accordance with the present Terms and Conditions). Together with the Vehicle the Hirer shall return everything mentioned in the Act of Transfer of the Vehicle and the Agreement.

3.2. If the Hirer fails to return the Vehicle in the place stated in the Agreement, he shall compensate the Owner for all the expenses of the delivery of the Vehicle to the place determined in accordance with provision 3.1. of the present Terms and Conditions.

3.3. Both parties shall approve the return of the Vehicle by making appropriate marks in the Agreement (in case the Owner agree to receive the Vehicle when they are not present) or by signing the Vehicle Transfer and Acceptance Act.

3.4. If the Hirer fails to return the Vehicle in time stated in the Agreement, the Owner have the right to apply to the police with an application for the Vehicle theft and (or) appropriation of property (Article 211 of the Criminal Code of the Republic of Belarus).

3.5. The Hirer shall return the Vehicle with the level of fuel no less than at the beginning of the rental period. If the Hirer returns the Vehicle with less fuel, they shall pay the cost of the missing fuel volume.

3.6. In case of damage to the Vehicle due to the fault of the Hirer (car accidents, refueling the car with the wrong type of fuel, violation of operating conditions, etc.) and impossibility to return it in a technically sound condition (in running order), the transportation (evacuation) of the Vehicle shall be carried out at the expense of the Hirer. In case the abovementioned costs are paid by the Owner, the Hirer shall indemnify the Owner for the expenses within 2 days from the date of notification.

4. TERMS OF PAYMENT

4.1. The Hirer shall pay the rental and additional costs in accordance with the rates specified by the Owner in the Agreement at the time of delivery the Vehicle from the Owner.

4.2. In case the Vehicle is not returned in time, the Hirer shall pay the amount of rental fee calculated for each extra day according to the Agreement and a penalty in the amount specified in provision 5.1. of the present Terms and Conditions. The vehicle is not returned in time when the return is delayed for more than one hour.

4.3. The Hirer, to ensure the fulfillment of his obligations under the Agreement and the present Terms, agrees with the amount of guarantee in favor of the Owner, established by the Agreement (referred in the Agreement as "DEPOSIT"), by payment/blocking (pre-authorization) of funds on the bank card (restriction by order) of the Lessee. The return/cancellation of blocking guarantee "DEPOSIT" (the cancellation of authorization) is carried out by the Owner after the return of the Car by the Hirer in proper condition and performance of obligations, in accordance with the present Terms and the Agreement. In case of violation of the present Terms and (or) the Agreement, the conclusion of the Agreement for a period of one month or more, the extension of the car rental period, car damage, not returned in time, receiving/returning at off-work hours, adding in the Agreement other additional options and other cases, the Hirer has the right to transfer the amount of guarantee "DEPOSIT" to payment and return it in full or after deduction of the amount of additional expenses, damage, fine, in accordance with paragraph 5.1. of the Terms

4.4. In case of violation of these Terms and Conditions, the Agreement, return of the vehicle outside the territory of the Republic of Belarus in a damaged condition due to the fault of the Hirer, non-return of the vehicle within the agreed period, the Hirer shall agree to distraint (withdrawal from the current bank card of the Hirer) the amount of caused damage (losses) from the amount of the guarantee, including the amount of the penalty provided for these Terms and Conditions. The amount of compensation for car damage is determined by the Owner unilaterally, according to current rates.

4.5. In the Agreement, the Parties stipulate the limit of liability for compensation of damages in the amount of not more than 3000 / 4000 BYN referred as "CDW excess 3000 / 4000 BYN – in the case if the cost of damage to the car exceeds of the amount of guarantee "DEPOSIT", TW excess 3000 / 4000 BYN – in the case of theft of car that may be debited from the bank card of Hirer without prior consent.

5. PENALTY CHARGES

5.1. In the case of extension the present Terms and Conditions, or take actions that worsen the Vehicle's condition, the Hirer is obliged to pay all the penalties and other requirements according to Rental T&C. The Owner have the right to hold the penalty from the Hirer's bank account even after returning the Vehicle by the Hirer. In accordance to the present Terms and Conditions, the amount of the penalty is as follows:

If it becomes necessary to process by the Owner the request of the State Automobile Inspectorate of the Department of Internal Affairs (request of the department for support the activities of the Unified fixation system of speed infringement of the Ministry of Internal Affairs of the Republic of Belarus on providing information about the person who drove the vehicle at the time of photo fixation of the infringement under the occurrence of the said circumstances) for each fact of the photo fixation of the infringement - 25 BYN; Smoking in the Vehicle – 150 BYN; Seat damage /Interior damage – 350 BYN; Car wheel and tire damage – 1500 BYN; Key loss – 600 BYN; Registration number loss - 150 BYN; Lost of Vehicle Registration Certificate/Insurance certificate loss/Inspection decal loss – 150 BYN; Additional equipment loss – 150 BYN; The execution of documents after the fact of traffic accident, if in the information on the person who caused the damage the Hirer is specified as a guilty person in the certificate issued at the place of the traffic accident, the information on the person who caused the damage is absent (administrative penalty) – 150 BYN; In the case of severe passenger compartment's pollution (seats, upholstery of the car) which cannot be removed by dry sweeping and need to use dry-cleaning, the Owner has a right to repossess penalty from the DEPOSIT – 450 BYN; Return of the Vehicle in an alternative place – 1375 BYN;

The fine for driving the Vehicle outside the Republic of Belarus without the Permission to leave Belarus – 1375 BYN; Driving the Vehicle under the influence of alcohol, drugs or other substance (excluding all legal administrative fines) - 5000 BYN; other damages that do not prevent the car operation - in the amount provided by the List of damage assessment approved by the Lessors; damages that prevent further operation of the car - according to the invoice of the organization providing car repair services. In case the Hirer fail to follow provision 1.11. of the present Terms and Conditions, or other obligations under the present Terms and Conditions – 125 BYN.

5.2. In case the Vehicle is not returned in time, the Hirer shall pay the amount of rental fee of a similar class Vehicle calculated for each extra day according to the price-list.

5.3. The Hirer is obliged to pay extra 60 BYN per each action in case of receiving (returning) the Vehicle at off-work hours: working hours in the National Airport Minsk are from 10:00 till 19:00 ; on the territory of Hotel Minsk, as well as in Brest, Gomel, Grodno and other stations working hours are from 09:00 till 18:00.

6. OTHER CONDITIONS

6.1. All disputes and / or disagreements arising from the execution of these Terms and conditions and the Agreement shall be settled in accordance with the legislation of the Republic of Belarus. The term for consideration of the claim is seven calendar days from receipt. The Parties recognize the legal force of the correspondence (documents, photos) and the exchange of information via e-mail, mobile phone, including messages via Viber, Telegram, WhatsApp messengers specified by the Hirer in the Annex to the Agreement.

I, _____ hereby confirm that I have read and accepted these Vehicle Rental Terms and conditions and agree to apply them in relations arising between me and Green auto solutions Limited Liability Company from the Vehicle Rental Agreement, and also agree to the processing of the personal and other information provided additionally by me that are an integral part of the Agreement and these Terms and conditions.

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