



## TERMS AND CONDITIONS EUROPCAR LUXEMBOURG

### 1. Definitions

« Lessor » means the limited liability company InterRent S.à r.l., having its registered office at L-2610 Luxembourg, 116, route de Thionville, registered with the Luxembourg trade and companies register under the number B 10010.

“Tenant” means the person renting the vehicle in accordance with the provisions of the rental agreement and that is designated under the mention “Tenant” on the recto page of it.

“Driver” means the person that is designated under the mention “Driver” on the recto page of the rental agreement. The Co-driver shall be held jointly liable in the event of any damages to the vehicle in accordance with article 14 and the present terms and conditions.

### 2. Duration of the rental

a) The rental agreement is concluded for the fixed duration indicated on the recto of the rental agreement. The Tenant shall return the vehicle at the expiration of the rental agreement, except in the event of an extension that was expressly granted by the Lessor. Any extension of the rental agreement shall be requested by the Tenant at least 48 hours before the expiration previously agreed upon and shall be subject to a written confirmation by the Lessor.

b) In case the vehicle is not returned within 24 hours of the previously agreed expiration date and the failure to return the vehicle is exclusively imputable to the Tenant, the Lessor shall be authorized to charge the Tenant the daily rate mentioned on the recto of the rental agreement as well as a fee corresponding to a 100 km trip for every 24 hours delay following the agreed expiration of the agreement.

### 3. Costs and mileage

a) The rental price consists of the daily rate mentioned on the recto of the rental agreement. The rental price is charged for every period of 24 hours following the time of delivery of the vehicle to the Tenant.

b) The daily rentals are not subject to any mileage limit unless otherwise specified in the rental agreement. In case the daily mileage limit is exceeded, the Tenant shall be charged at 0.75.-€ per kilometer or according to the rates specified on the recto of the rental agreement.

The monthly rentals are subject to a limit of 3.500 kilometers per month. Once the limit is exceeded, every kilometer is charged at 0.75.-€. (This amount is calculated with the consumer price index (indice à la consommation) of December 2015 (826,81) and shall be adjusted on the 31 December of each year.)

c) The final billing statement is made after the expiration of the rental agreement or at the moment of the return of the vehicle respectively.

### 4. Payment

a) The rental price for the agreed period shall be paid in advance and at the latest at the time of the delivery of the vehicle. In the event of an extension of the rental agreement, the rental price for the extended period has to be paid at the moment of the authorization given by the Lessor or his representative. Interests on late payment at the statutory rate in accordance with Luxembourg law are due in the event where the Tenant fails to pay the invoice within the time limit provided in this agreement.

b) In the event of payment with an international credit card (Visa, Eurocard, Mastercard, American Express), the Tenant shall provide the Lessor with a duly signed and dated counterfoil (souche de facturation). With the express and written approval of the Tenant, the Lessor may debit the rental price for the extended period referred to in the previous paragraph directly from the Tenant’s credit card.

## **5. Deposit**

a) At the time of the delivery of the vehicle, the Tenant shall pay a security deposit. The amount of the security deposit corresponds to the amount mentioned on the rental agreement.

b) The security deposit is intended to cover any due amounts that have not been paid on time. The security deposit shall also cover additional charges and fees, as referred to in article 6 of the present terms and conditions, if they are exclusively attributable to the Tenant, as well as any compensation or other charges and/or fees due by the Tenant in accordance with the present terms and conditions.

c) The security deposit shall be reimbursed by bank transfer not later than 8 days following the return of the vehicle.

## **6. Additional fees and charges**

The Lessor has the right to charge the Tenant for the following additional charges and fees:

(i) The fee for any traffic road offence and/or any other violation of the law committed by the Tenant or which the Tenant is legally liable for during the period of the rental (speeding, illegal parking, etc.) (This clause also applies to any Tenant residing in a country that is not linked to the Grand-Duchy by an information exchange treaty).

(ii) A lump sum of 35.-€ in order to cover administrative fees in the event of an accident and/or a traffic road offence and/or any other violation of the law.

(iii) Any fees not covered by the insurance in accordance with article 12 below.

(iv) Any fees that may result from the Tenants' poor operation, misuse, neglect or mishandling of the vehicle (article 8 a), a lump sum corresponding to a full tank of fuel when the vehicle is not returned with a full tank of fuel (article 8b); the fees for the replacement of the vehicle's paper documents if the Tenant loses them or in case they are destroyed (article 11); transport fees in case the vehicle is not returned to the agreed location due to acts imputable to the Tenant (article 9), the cleaning fees when the vehicle is returned abnormally dirty (a maximum fee of 150.-€); the fees of the replacement of the vehicle's key in the event of a loss (fixed amount of 150.-€); all other fees not covered by the insurance policy or not covered by the deductible (franchise).

The Tenant shall pay the due amount within 8 days following date of issuance of the invoice without further notice of default being required.

If the payment is not carried out within 8 days, the Lessor has the right to debit the Tenant's duly signed and dated counterfoil (souche de facturation), in accordance to article 4b of the present terms and conditions.

The Lessor is entitled to charge the Tenant a "No-Show" fee and/or a cancellation fee in the event where the Tenant does not collect the vehicle after a confirmed reservation. A maximum amount of 50.-€ shall be charged for the cancellation of a reservation.

A maximum amount of 95.-€ shall be charged in case the Tenant fails to collect the vehicle.

## **7. Termination of the contract with immediate effect**

The Lessor is authorized to terminate the rental agreement with immediate effect in case: The Tenant does not pay the rental price, the Lessor has legitimate concerns regarding his property. The termination with immediate effect shall occur after a formal notice (email, letter, etc.) is given to the Tenant. Termination is made by the Lessor either by an oral or written declaration. In the event of termination with immediate effect, the Tenant shall return the vehicle immediately and at the latest 48 hours following the termination.

If the vehicle is not immediately returned, the Lessor is entitled to charge the daily rental rate for each day the Tenant fails to return the vehicle, without further notice of default being required. The Lessor is entitled to claim damages for the loss suffered as a result of termination of this agreement.

## **8. Return of the vehicle**

a) The Lessor shall advise the Tenant on the maintenance and operation of the vehicle. The compliance by the Lessor of this obligation is established by the Tenant's signature of the rental agreement. The Tenant shall be held liable for any damages suffered as a result of the incorrect operation of the vehicle, in accordance to article 14 e) of the present terms and conditions.

b) The vehicle shall be delivered to the Tenant with a full tank of fuel. The vehicle shall be returned with a full tank of fuel by the Tenant at his own expense.

If the vehicle is not returned with a full tank of fuel, the Lessor has the right to charge the Tenant the lump sum corresponding to a full tank of fuel.

c) The vehicle is returned in good condition except for hidden, non-apparent defects (e.g. mechanical defects). Apparent defects of the vehicle and/or its components are mentioned on the recto of the rental agreement. By signing the rental agreement, the Tenant acknowledges the absence of any defects – and where given, the apparent defects – and the perfect condition regarding the safety of the vehicle stated on the recto of the rental agreement, of its equipment, spare wheel, as well as the correct functioning of the tachymeter.

The Tenant is personally liable and shall use the vehicle with due care and the vehicle shall be returned in good shape.

## **9. Location and return of the vehicle**

a) The Tenant shall return the vehicle to the location agreed in the rental agreement. Vehicles rented from one location must be returned to the same location.

b) When the vehicle is not returned to the agreed upon location due to acts imputable to the Tenant, the Tenant shall pay all fees caused by the transport of the vehicle to the agreed upon location. The transport fees are charged at (this amount is calculated with the consumer price index (indice à la consommation) of December 2015 (826,81) and shall be adjusted on 31 December of each year): 1,50 € per km inside of the Grand-Duchy of Luxembourg ; 3,00 € per km outside of the Grand-Duchy of Luxembourg if the trip to a foreign country has been previously authorized by the Lessor according to article 10 b) of the present conditions.

c) The vehicle shall be returned in its initial condition, except for usual wear. The vehicle shall be subject to a contradictory examination that will be dated and signed by the parties.

d) The Tenant shall pay for all equipment and other pieces, as referred to in article 8 c), that have not been returned to the Lessor.

e) The Lessor shall not be liable for any objects left in the vehicle or at Lessor's premises (in the event of loss or burglary etc.).

In the event where the vehicle is returned outside daily business hours (Bonnevoie Agency : Monday to Friday from 07:30 to 12:00 and 13:30 to 18:00, Saturday from 09:00 to 12:00, closed on Sunday and on public holidays. Findel Airport Agency : Monday to Friday from 08:00 to 20:00, Saturday, Sunday and on certain public holidays from 09:00 to 17:00), the Tenant accepts that the examination of the vehicle's condition is made unilaterally by the Lessor or his representative at the opening of the office the next day and shall be liable for all damages occurred to the vehicle and remains liable for the vehicle until the opening of the Agency.

## **10. Exclusive use in the Grand-Duchy of Luxembourg**

a) The use of the vehicle is strictly limited to the territory of the Grand-Duchy of Luxembourg.

b) Trips to foreign countries are subject to a formal and prior authorization from the Lessor or his representative. The Lessor may decline trips to foreign countries in case he has justified concerns for the vehicle (politically instable regimes, riots, etc.).

## **11. Board documents**

- a) The Tenant shall return any official documents and the vehicle's paperwork that were handed to the tenant at the time of collection. The Lessor shall charge the Tenant a fee of 150.-€ in case the vehicle's paperwork is not returned.
- b) The documents and paperwork on board must be used in accordance with the law. In the event where the Tenant transports goods, he must inform the competent administration in order to proceed to the payment of taxes and customs due according to the law. The Lessor shall not be liable for a breach of law committed by the Tenant.

## **12. Sublease**

- a) The Lessor's prior explicit consent is required in case the rental vehicle is to be used for towing or pushing other vehicles.
- b) Any violation of these provisions will result in the voidance of the insurance according to article 14 e) of the present conditions. The Tenant shall be liable for any damages resulting therefrom.

## **13. Third party driver**

"Third party" means any person that is not mentioned on the recto of the rental agreement as "Driver" or "Tenant". In case the vehicle is operated by a third party, the Tenant remains fully liable for any material damages as well as for damages caused to third parties.

## **14. Liability in the event of an accident**

- a) The rental vehicle is covered by an unlimited civil liability insurance. In the event of an authorized trip to a foreign country in accordance with article 10, the insurance shall be valid for all the countries mentioned on the carte verte.
- b) In the event of an accident, the Tenant shall pay the amount indicated on the recto of the rental agreement under the section "Deductible/Franchise". The amount is determined according to the type of the rental vehicle. (These amounts are calculated with the consumer price index (indice à la consommation) of December 2015 (826,81) and shall be adjusted on 31 December of each year): 1.200.-€ for category A,B,D,G and Y vehicles, 1.650.-€ for category C,E,F,H,I, J, K, L, M, P, Q, R,T,V and W vehicles, 2.220.-€ for category N and S vehicles, 3.000.-€ for category U vehicles, 815.-€ for category LA, LB, LC and LD (transporter vehicles), 1.525.-€ for category LE and LF vehicles. The amount is due on the return of the damaged vehicle, notwithstanding questions of liability. If the liability of the Tenant is expressly excluded, either by an independent expert approved by the insurance companies (expert indépendant agréé par les compagnies d'assurances) or by a definitive and final judgement, the Lessor shall reimburse the amount of the deductible (franchise) to the Tenant within 8 days following receipt of the expert's report in writing, or the day on which the judgement becomes final. The parties agree that the expert's damage assessment is final and binding and accept the evaluation of damages, except in the case where the Tenant wishes to proceed to a counter-expertise at his own expenses.
- c) The amount of damages that exceeds the amount of the deductible (franchise) indicated on the recto of the rental agreement shall be paid by the Lessor, provided that the accident was covered by the insurance according to its terms and conditions. If the amount of damages evaluated by the expert is inferior to the amount of the deductible (franchise), the Lessor shall reimburse the difference to the Tenant within 8 days following the reception of the fee quote.
- d) The Tenant shall also be liable for all damages caused to third parties that are not covered by the civil liability insurance previously mentioned.
- e) In the following circumstances, the Tenant shall be liable for all damages:

In the event where he does not hand out a duly completed declaration of the accident to the Lessor at latest 48 hours after the accident, in case the Tenant fails to comply with the conditions set out in article 12 and 13 of the rental agreement, in the event where the Tenant makes a trip to a foreign country without any written authorization of the Lessor, in the event where the vehicle is not returned 24 hours after the agreement has expired and the failure to return the vehicle is exclusively imputable to the Tenant, in the event of a theft or damage inflicted to the vehicle caused by negligence of the Tenant (for example: the Tenant left the keys in the vehicle, incorrect handling of the

alarm system, failure to close doors or windows,...) in the event of poor operation of the vehicle, in the event of damages inflicted to the vehicle by incorrect operation over rough ground or ground levelling, as well as damages of the engine, the gear box or other mechanical elements caused by shocks to the underbody and chassis of the vehicle.

f) Theft or damages caused to the Tenant's personal belongings and or professional equipment located inside the vehicle are not covered by the insurance.

#### **15. Obligations of the Tenant in the event of a sinister**

In the event of any accident, theft, theft attempt, breakdown or any other damages caused to the vehicle, the Tenant shall undertake all appropriate and necessary measures to clarify the circumstances, such as making a declaration of the accident to the Police, filling out the official accident form (plates of the other vehicles involved in the accident, name and address of the parties and the witnesses of the accident) draft a sketch of the accident, etc. The information gathered must be communicated to the Lessor at latest 48 hours following the occurrence of the accident. Communication must be in writing (for example via email). In the event of any corporal damages caused to individuals, the Lessor must be immediately informed by phone. In the event of a breakdown of the vehicle, not caused by acts imputable to the Tenant, the Lessor shall supply the Tenant with a substitute vehicle.

#### **16. Obligations of the Tenant in the event of theft**

In the event where the vehicle is stolen, the Tenant shall deposit a complaint at the local Police station within 24 hours after the theft. A copy of the Police report shall be communicated to the Lessor as soon as possible. The original keys of the vehicle must be returned to the Lessor.

#### **17. Obligations of the Tenant in case the vehicle is damaged**

a) In case the vehicle suffers from any damages, the Tenant has to inform the Lessor or his representative as soon as possible and not later than 48 hours following the event.

b) The damages may only be repaired in an official EUROPCAR – INTERRENT service station and must be authorized by the Lessor. In this case, notwithstanding the conditions of article 14, the repair costs are directly billed to the Lessor by the service station.

c) The Tenant is not allowed to order any repairs by himself. Any repairs not authorized by the Lessor will not be reimbursed by the latter.

d) At the return of the vehicle, the Lessor or his representative must be informed of any accidents, damages and breakdowns, including those who have already been repaired.

#### **18. Jurisdiction and applicable law**

a) The place of execution and/or performance of these terms and conditions is the Grand-Duchy of Luxembourg.

b) These terms and conditions are subject to Luxembourg law without prejudice of any legal provisions applicable at the place of residence of the final consumer that cannot be derogated from by an agreement between private parties.

c) Any dispute, of whatever form or nature, arising from the rental agreement, shall be submitted to the exclusive jurisdiction of the Luxembourg Courts.

#### **19. Additional clauses**

Any addition to the rental agreement shall be made in writing and brought to the attention of both parties.