

# Rental Conditions

## (Europcar Turkey - FAZ Auto Rental Incorporated Company.) and the lessor (the Customer) in the current General Rental Tools and Delivery Terms

### **1. Agreement with Us**

By signing this contract, you agree to our Rental Conditions. Please read it carefully. If there are issues not understood by you, you can ask the office staff you hire. If you have a complaint or question about renting on your return, state them before terminating the rental agreement. If, for any reason, you cannot find answers to your questions and resolve your problem, please write to our customer service department in our center within 45 days. Europcar will not be responsible if this procedure is not followed.

Documents and conditions required for rental

The license and age requirements for leasing and additional drivers are as follows:

Economic class: Having at least one year valid driving license and **21** years of age.

Lower-Middle class: Having at least 2 years of valid driving license and age **24**.

Middle class: At least 2 years of valid driving license and having reached the age of **26**.

Upper and luxury class: At least 3 years of valid driving license and having reached the age of **27**.

### **Credit Rating**

Having a valid Fanaliz grade (1300).

### **Driving License**

Users who do not use a license with a Latin alphabet (Russia, China, Arab Countries, Greece, etc.) have to present their valid international driving license and passport (if not a citizen of the Republic of Turkey) during their rental.

### **Vehicle Group**

Your reservation has been confirmed by guaranteeing the vehicle group. There is no brand warranty. However, when you go to the relevant office, if there is a suitability, you can obtain it from the brand vehicles in the group you have reserved.

## **Credit Card - Payment Terms**

Online - immediate payment means that the rental fee and selected additional service charges will be paid on-line. If it is desired to purchase from other services in addition to leasing, the cost of these services can be paid when receiving the vehicle at the sales office. It is not obligatory that the card holder and the reservation owner are the same person during the payment from the internet, and they can present their own credit card during the rental and the deposit must be made.

If the EC cannot perform the leasing service due to its own reasons, the full amount paid by the customer is returned.

During the rental, the amount of 300.- € -700- € varying according to the vehicle groups and exemption fees will be blocked on your valid credit card. Depending on the banking transactions, reflection of the blocked fee to your account will be possible if there is no additional payment obligation after the end of your lease. This period can be extended up to 7 working days depending on international banking transactions in foreign credit cards. Why not delay here Europcar Turkey is a functioning banking. Cash blocked and cash payment will not be accepted in the offices. In the case of prepayment reservations, the vehicle will not be given even if the reservation is confirmed if there is not enough limit on the credit card, such as the blocked amount, if not prepaid, including the rental fee, valid credit card can not be presented on behalf of the lessee or the driver's license conditions are not met.

The above mentioned conditions are also valid for reservations made with the option of payment on site.

## **Rental Period**

Rental period is calculated over 24-hour periods. Monthly rental period is calculated over 30 days. Your rental starts from the time written on the rental contract and is calculated as 1 rental day after the 24-hour period expires.

According to the international Europcar conditions, the period up to 24 hours from the time written on the lease contract is calculated as 1 day, no daily rental fee is charged for delays up to the first 59 minutes exceeding 24 hours. For delays exceeding 59 minutes (including daily calculated services, including navigation, additional driver, insurance, child seat, etc.) daily rental fee is collected.

## **One Way Rentals**

If used during booking and return the stations in different cities, Europcar is charged based on characteristics between the two stations, one-way fee determined by Turkey.

Delivery or release of vehicles outside the Office Working Hour

If you want to pick up or leave your vehicle outside of office hours, you need to pay 30.00 €. This fee is collected separately if both of your pick-up and drop-off hours are outside office hours. For this service request, the office where the service will be taken should be agreed according to the office and staff availability.

If used during booking and return the stations in different cities, Europcar is charged based on characteristics between the two stations, one-way fee determined by Turkey.

### **Extension**

The tenant is obliged to notify the extension request regarding the vehicle he uses to the relevant office at least 1 day (24 hours) before the end of the rental. The extension request can be made with the approval of the relevant rental office. The extension fee can be requested from Europcar prices according to the terms of the agreement. In extensions that are made without approval from Europcar offices, a one-time penalty of 100.00 TL + 18% VAT is applied in addition to the rental fee.

Online reservation conditions, rez change, cancellation and no-show

For Prepaid reservations, the rental day, hour and vehicle information cannot be updated or changed. If a reservation change is desired, cancellation of the reservation is required. The cancellation and return conditions below apply. After cancellation, a new reservation can be made according to the desired change.

The discount earned through prepaid booking cannot be combined with any other campaign.

In a lease made with a prepaid reservation, if the rental period exceeds the return date specified in the reservation form, the additional fee to be incurred when the lease agreement is extended is collected from the credit card submitted by our customer at the start of the lease, at the valid Europcar list prices on the date of extension.

Except for 5 TL for cancellations made 48 hours before the reservation start date and time, all prepayments you make, except for 10 hours for cancellations made 24 hours before, are returned to your credit card. For cancellations requested less than 24 hours before the start date and time of the reservation, a daily rental fee is collected and the remaining fee is refunded. (No refund will be made for 1 day reservations).

The refund of prepaid reservations will be reflected on your card in 3-5 business days depending on the transaction density of the banks.

For reservations made with prepayment and on-site payments, the vehicle reserved is guaranteed for 2 hours from all reservation times in all offices. If the vehicle is not received within this period, the reservation will be canceled and no refund will be made.

If your reservation is canceled after the vehicle purchase time or in case of an unspecified cancellation request, the prepayment amount is fully charged and no refund is given. If the following conditions are not met, the vehicle will not be allocated and no refund will be made.

\* Payment method is only credit card, there is no cash payment and debit card application.

\* The provision amount that varies according to the rental and vehicle groups must be provided from the personal credit card. The name and surname of the person who will be renting must be on the credit card.

\* In addition to the rental fee, there must be a sufficient limit for the deposit amount to be placed on the credit card.

\* It is obligatory to present 2 credit cards belonging to different banks in order to rent medium and upper segment vehicles.

Please do not forget to write your flight number during the reservation in order to avoid any setbacks as a result of delays due to the lack of flight number in Airport offices.

In case of force majeure reasons, the prepaid fee is fully refunded. In addition, cancellation and No Show fees are not reflected.

Europcar rules of the relevant organization or resources in prepaid reservations made using a third source outside of Turkey and applications are available.

### **Unused days**

No refund will be made for prepayment bookings delivered earlier than the day they should return. The request for changes regarding the return date must be made from our Europcar central reservation department or the relevant office before the rental begins. Change requests to be requested at the beginning or after the lease are invalid.

### **Alteration**

You can make your domestic reservation change request to our Europcar reservation center by [booking@europcar.com.tr](mailto:booking@europcar.com.tr) e-mail or by calling 0216-4270427. For your prepaid reservations originating from abroad, you must inform your request on the channel you have booked.

## **2. Leaseholder and Additional Driver's Responsibilities**

a) The vehicle is under your responsibility with its accessories and key (other keys, if any). Keep the vehicle locked whenever you are not driving, and use it if you have a safety device supplied or installed in the vehicle. You must protect the vehicle against bad weather

conditions that can cause damage. Be sure to use the correct and suitable fuel. Check the oil and engine temperature levels and keep the tire air to the required level.

b) It is your responsibility to drive safely, following the road conditions and speed limits.

c) As long as the lease contract continues, you must use the car as the "owner" of the vehicle in accordance with the Highway Traffic Law No. 2918 and Traffic No 26901 dated 13.10.1983. You are responsible for any crime, parking ticket, traffic fines that may arise later. In addition, if requested from you, you are obliged to provide all requested information about you and the additional driver with you. If you do not give this information completely and completely, all responsibility belongs to you. Due to the obligations described in this paragraph, the rental agreement will remain in effect until the vehicle is returned to us. All of our vehicles in our fleet have HGS. When your rental period expires, your HGS usage information will reach our offices and the toll will be charged on your credit card. Since the collection process related to the toll is dependent on the General Directorate of Highways, it is possible to collect later than usual periods. In case you pass through OGS tolls with our HGS vehicles; you will be illegally switched. The illegal toll (as in other traffic violations) is paid to the relevant government institutions by Europcar and the illegal toll (as in other traffic violations) is collected from the credit card submitted during the rental process.

d) The vehicle hitting low-level places such as bridges and pits, mountainous etc. You are responsible for all damages resulting from the use of land, swamps and beaches, and the damage caused by water entering the engine or other parts of the vehicle due to its use in these places. You should not make any changes to the vehicle. Please apply to our offices for attaching a roof trunk or bicycle carrying straps to the ceiling.

e) You may not sell, rent or dispose of the vehicle and any parts thereof. You cannot give any person legal rights on the vehicle and you cannot transfer your own rights. For safety reasons, under no circumstances should you complete the brake, clutch, transmission oils, or engine coolant fluid levels. In case of any warning light on the instrument panel or low oil levels, please contact us immediately.

f) You should not allow anyone to work on the vehicle without any written permission. If we give you approval, you will be paid if you document the work-related expenses.

g) If you find any disruption about the vehicle, you should immediately warn us.

h) You must bring the vehicle to the place we agreed with you within our normal working hours. The condition of the vehicle should be checked and seen by our employees or the people we authorize. If you cannot control the condition of the vehicle or if we agree with you to return the vehicle outside of working hours, you are responsible for the damages that will occur within 4 hours from the beginning of the working day following the working day by our authorized person or our employee.

i) Due to the changes made in the vehicle without our approval, the expenses we will make to return it to its pre-rental status (for example, for extra repair time or the necessary materials and tools) or if the interior of the vehicle is damaged, it will be connected to the vehicle or if it is inside the vehicle, The lessor is responsible for the damage caused by the use. Use the devices you will use in accordance with the user manuals and get information about the subject from the office staff.

### **3. Special Items**

At the end of the rental, check if you have any personal belongings in the vehicle. The responsibility of the rented personal belongings belongs to the lessor.

### **4. Requirements for Driving the Vehicle**

Conditions that the lessor or other additional drivers stated on the contract must comply with are as follows:

You should not use the vehicle to race, to speed up, to test the vehicle's endurance and speed, and to teach someone else to drive.

You should not use the vehicle while it is alcoholic or under the influence of drugs.

You should not use the vehicle outside the borders of Turkey unless we give you written permission.

You should not carry more than the specified passenger capacity of the vehicle.

You and other drivers stated on the contract should not be used for pushing or towing other vehicles or articles that move or do not move unless we give your written consent (except for vehicles with towing hooks by Europcar; maximum load 1,000 kg).

You should not use it for the transportation of passengers or goods in exchange for an explicit or hidden income.

You should not use it for the transportation of substances that are against customs regulations and other laws, and for other illegal activities.

Transportation of toxic, corrosive, radioactive or other harmful substances as well as flammable or dangerous substances,

Carrying any animals that damage the vehicle due to its smell or condition, or cause Europcar to waste time or money to rent the car again - transport of live animals (except for pets, provided that Europcar has prior permission),

Unless it is supplied by Europcar, it is rented or used by other people, such as roof rack, luggage carrier or similar items, -

Carrying passengers for rental or reward, -

Participate in rallies, competitions or trials, give driving lessons wherever they are, -

Traveling on unpaved roads, on roads that may compromise the vehicle's wheels, tires or mechanics under the body mechanics of the surface or repair situation,

None of the goods and luggage (including packaging and stacking equipment) carried in the vehicle can damage the vehicle, and does not put passengers at risk in an abnormal way,

The Highway Code must comply with road traffic laws or other similar laws.

## **5. Fees**

Fees to be paid are as follows;

- a) Rental and other charges specified in this vehicle delivery receipt.
- b) The sum of the fees, losses, damages, expenditures, costs or liabilities arising from non-compliance with the rules stated in the "Your Responsibilities" section in the article.
- c) Refueling service fee; If our vehicles do not have an external situation, the full warehouse is delivered and you are requested to deliver it in the same way. If you do not return the fuel to the level we gave you at the beginning of the rental, the fuel fee will be collected from the amount indicated on the Vehicle Delivery Voucher or the amount stated in the brochures printed on the counter at the place of your rental or by adding a 45.00 TL + 18% service fee to the existing pump sales prices.
- d) All tolls (bridge, highway, ferry, etc.), court fees (including the costs that may arise due to connection of the vehicle) due to traffic fines and parking or other traffic offenses (damages arising from the vehicle's confiscation).
- I. Any penalties or fees charged by an institution.
  - ii. Traffic fines or the costs that may arise are charged to the legal discounted amount with a service fee of €10
  - iii. During your rental period, your use of HGS will be charged with a service fee of €2 after the end of the rental.
  - iv. Managing the service process of the vehicle due to damage, etc. €10 Damage service fee will be charged for transactions (may vary depending on the Assurance package selected).
  - vi. For winter tires in the winter period, €6 maximum €60 charge is requested daily.

e) Damage repair costs, which are not specified in the Vehicle Status Report at the exit of the rental, regardless of whether you are defective or not, and the fees to be incurred in accordance with the safeguards specified in the beginning of the rental (described in article 6).

f) Loss of use corresponding to the time we wait for the cost of the vehicle to be paid (45 days) in the event of the repair of the damage caused by the user error or if the vehicle is stolen.

g) Damages that may arise due to the fact that the vehicle has been detained by the Police forces for any reason and the fees for the days when we cannot rent the vehicle.

h) The fees that may arise in order to deliver and receive the vehicle.

i) Due to not paying your debt on time, a delay penalty is applied according to the Central Bank monthly loan interest rates.

j) VAT and other taxes applied to the above fees (VAT rate change or officially announced additional taxes).

## **6. Our Damage Protection Program**

The explanation about our safeguards is given below. Descriptions are for general and informational purposes. Europcar reserves the right to change this information over time. The guarantees included in your reservation are included in your quote and / or reservation confirmation.

You can buy the guarantees that are not included in your prices at our sales offices at the beginning of the rental. You can also get detailed information about valid limits from our sales offices.

a) Personal Accident Assurance (PAI): It is an assurance that guarantees the driver and persons inside the vehicle within their limits. It is calculated based on the number of seats in the vehicle. If you buy this assurance per person per day, it will be stated separately on the contract.

b) We have a legal obligation regarding insurance against third parties. In the event of an accident, if you injure, kill or materially damage a person, the officially stated traffic insurance limits apply (the limits covered by the Traffic insurance for property losses). By obtaining IMM assurance, you can provide an assurance above the legal limits covered by traffic insurance against third parties in possible accidents.

c) If you have purchased CDW / THW (Exempted Damage Protection package - Theft protection package) as stated on the Vehicle Delivery Receipt, the damage or theft caused by the vehicle is under our guarantee. The exemption of this guarantee shows that you have to make partial payments. You are obliged to pay the current exemption fee written

on the Vehicle Delivery Receipt or in our brochures or documents. You can get information about damage exemption costs and guarantees from our offices and reservation center.

d) If you get the LCF protection package, the costs of tire bursting and splitting without a traffic accident, breakage of the vehicle's windows, headlights, signal lights and exterior mirrors are covered.

### **Conditions Outside the Scope of Damage Assurance Packages:**

Any accident involving the person who drives the car exceeding the legal limit under the influence of alcohol or drugs

Connection of the car by the driver due to traffic

The undercarriage of the car (starter connecting rod, crankcase) without accident

Burning of car seat upholstery, spilling liquid, delivering extremely dirty

The car's mountain terrain, sand, swamp, beach etc. Damages caused by the use of cars on roads that are not suitable for traffic, the use of places, roads and roads that are contrary to the strength and properties of cars, rally, speed trials, driving in motor sports and in areas closed to traffic.

The leaseholder is responsible for damage-failure losses caused by sloppy, careless or excessive force determined and reported by the authorized services.

Stolen of your personal belongings from the car, theft of the vehicle key, dropping into the water, license, license plate and / or tool, wheel cover and spare wheel losses, losses and losses of additional products rented,

Accidents or damage involving the driver not registered in the contract

Damage caused by natural disasters.

Damages caused by transporting cage-free animals in the car.

Usage error and / or inattention, inattention, etc. all damages, including mechanical and electrical, for all reasons, including (not limited to, counted, faulty gears due to gearbox failure, damage due to continued vehicle use even when the warning light is on, fuel failure and damage, etc.).

Damages caused by vandalism, terrorism or social events

Expenses, damage, etc. incurred as a result of inaccurate or incomplete information during the rental.

Force majeure:

**IN RETURN AND SINGLE-SIDED TRAFFIC ACCIDENTS, THE RENTER MUST HAVE TO PROVIDE ACCIDENT REPORT AND ALCOHOL REPORT. THE RELEVANT REPORT IS FULLY RESPONSIBLE FOR DAMAGE TO THE RENTER.**

Important notes:

In case of an accident, without having to change the location of the vehicle, an accident report is kept in accordance with the shape of the accident or the nearest police or gendarmerie station is received immediately and not later than 24 hours, and accident, theft and alcohol detection reports are provided and 24/7 serving xxx xxx xxx xxxx Information to the Full Support Line is mandatory.

In case the vehicle is stolen, it is obligatory to inform the Full Support Line 7/24 xxx xxx xxxx by applying to the nearest police or gendarmerie station, provided that it is not later than 24 hours. Otherwise, all the guarantees purchased are deemed invalid and any damages incurred are collected from the tenant, including material and moral losses to third parties. If the vehicle malfunctions or if support is needed for any reason, assistance should be provided by calling xxx xxx xxxx, which provides 24/7 service.

-Please make sure that the Vehicle Delivery and Receipt Form is filled in and mutually signed at the beginning and return of the rental.

- Please call the office you rented or our reservation center to extend the rental period and inform the return time and day.

-In case of accident, vehicle malfunction or support for any reason during rental, call our Full Support Line numbered xxx xxx xxxx.

-If the vehicle suffers a single-sided accident, accident, theft and alcohol detection reports should be obtained by applying to the nearest police or gendarmerie station without changing the location of the (vehicle).

In double-sided accidents, the drivers are obliged to fill the Material Damage Accident Detection Report as specified in the minutes, except for the cases stated in the following articles.

In double-sided accidents, the traffic accident report is issued only by the traffic police;

Things to do in case of accident,

### **Cases Requiring A Report By Traffic Police Or Gendarmerie In The Accident**

To obtain a photocopy or legible image of the license / license, traffic and insurance policies of the party (s) in bilateral accidents.

If the driver is younger,

To obtain more than one visual of the scene and the location of the incident with the vehicle license plate visible,

Not leaving the vehicle without taking adequate security measures

If the driver is suspected of mental health and alcohol

If the driver is driving a motor vehicle without a certificate

If one of the vehicles involved in the accident has an official license plate

If damage occurred in public property

In the accident, if only the items belonging to the 3rd parties are damaged

If one of the vehicles involved in the accident does not have Traffic insurance

If the traffic accident resulted in death or injury

In case of accident, if you cannot agree with the opposite driver.

## **7. Data Security**

Within the scope of Law No. 6698 on Protection of Personal Data ("Law"), the design of contractual processes such as your personal data, sales, after sales support, rental, FAZ Automotive A.Ş. ("Europcar Turkey") by the capacity of Data Officer, in the frame as described below, products and services, advantages, or can be presented to the campaigns, information, promotion and provision of all types of communication, including marketing and sales, follow-up and execution of the communication process with legal proceedings and official institutions, and for these purposes, it will be possible to send commercial electronic messages, to fulfill the obligations specified in the legislation, to determine the identity of the transmitter / operator, to prepare records and documents electronically or in print, to fulfill the obligations for document retention, reporting and information, and to be processed for statistical purposes.

For the above mentioned purposes, your personal data, supervisory and regulatory authorities and related public institutions, professional organizations and similar organizations; It can be transferred to the persons or organizations that are permitted by the legislation provisions, to the people and organizations that cooperate and cooperate to carry out the activities subject to the objectives specified in the legislation, and to the support service providers to the extent permitted by the legislation.

Your personal data, as stated in Article 5 of the Law, "Explicitly foreseen in the Laws", "It is necessary to process personal data belonging to the parties of the contract, as long as it is

directly related to the establishment or performance of a contract”, “It is mandatory for the data officer to fulfill his legal obligation”, “ On the basis of the legal reasons that data processing is mandatory for the establishment, use or protection of a right ”and“ Data processing is mandatory for the legitimate interests of the data controller, provided that it does not harm the fundamental rights and freedoms of the person concerned ”; verbally, in writing or electronically; it may be collected in a wholly or partially automated or non-automated way as part of any data recording system.

According to the Communiqué on the Procedures and Principles of Application to the Data Supervisor within the scope of the 11th article of the Law “regulating the rights of the person concerned”, E-5 pedestrian Pamukkale Sok. No. 2 as written in the FDN Plaza Soganlik-Eagle Europcar can address messages to Turkey.

### **Consent to Processing Personal Data**

About the Processing of Personal Data Disclosure in accordance inform located in the text, clearly shows that you consent to the processing of personal data by Europcar Turkey Located below the "I agree" option selected.

**I accept**

### **8. Termination of Contract**

We will terminate the contract unilaterally if you do not comply with the main conditions below.

a) If you are an end consumer, the contract will be terminated without the need for any warning and notice if the rental fees are not paid on time. In this case, the tenant must return the car immediately. If the vehicle is not returned, the tenant formally acknowledges and commits that he has committed the crime of abuse of trust. If we find that your property is foreclosed against your debts or that such a matter has been communicated to you, we terminate this agreement unilaterally.

b) If you are a commercial firm, we terminate the contract unilaterally in the following cases:

If your company is in the process of liquidation, trustee, your property is trustee or in the follow-up

If you went through legal means to deal with creditors

If we find that your goods are foreclosed against their debts

If you do not comply with the terms of this contract

c) Our unilateral termination of this contract will not affect our collection of your debts arising from this contract. If you do not comply with the main requirements of this contract, we reserve the right to charge you additional fees. We will take back the vehicle from you and we may charge you additional fees due to this situation.

d) After completion of this contract, you agree that you have to protect the vehicle safely and deliver it to the nearest office, even if it is finished.

## **9. Competent Court**

This contract is evaluated according to the laws of the Republic of Turkey. In case of any dispute, I accept and declare that the laws of this country and the Istanbul Anatolian Court of Justice Execution and courts are authorized.