



CONTRACT OF CAR HIRE
Hired without provision of a driver

Carisma EXKLUSIV Autoverleih GmbH (the "Lender") hires out the vehicle stated below (according to the General Terms And Conditions, see overleaf or accompanying sheet which the hirer accepts by his signature).

Name (family name and first/name/company):
Street: City: postcode:
Tel: Email:
date of birth:/...../..... / Nationality:
Identity card/Passport (No., date of issue and issuing authority):

VEHICLE:

CATEGORY: B

Vehicle brand: Vehicle model:

To be filled in by the lender

Vehicle registration number:..... Note on vehicle:

Vehicle collection date: Vehicle returning date:

To be filled in by the lender

Mileage reading from speedometer on delivery: Mileage on return:

fuel tank: 1/1 3/4 1/2 1/4

RENTAL CHARGE: €..... (inclusive of 20% VAT) potential additional fee:.....

RETROACTIVE PAYMENT: €..... (inclusive of 20% VAT) potential additional fee:.....

TOTAL PRICE: €..... (inclusive of 20% VAT)

Deposit is made in: Cash Credit card (VISA, AMEX, MASTERCARD)

Amount in EUR:.....

This Contract of Car Hire is based exclusively on the General Terms And Conditions as stated overleaf (or as received separately) and these contract terms. Additional agreements need to be made out in written form. All persons signing this contract (hirer, driver) are personally liable in addition to the individual or juristic person that they concluded the contract for, as joint and several debtors. Fuel cost shall be borne by the hirer. Smoking, having meals and (open) drinks in the vehicle while driving or during standstill are not allowed. Our prices are valid from the location of the principal office (Austria, 8010 Graz, Schönaugürtel 15), except as otherwise provided in this contract, and are inclusive of 20% VAT.

Hereby I, the hirer mentioned above, declare my personal data to be authentic and accept the General Terms And Conditions printed overleaf (or received as a separate supplement)..

.....
Hirer's signature

.....
Place of delivery, date

CAUTION: This Contract of Hire is binding. See General Terms and conditions.

Other annotations: (e.g.: requested time or place/address of delivery etc.)

(Only annotations contained in this field will be considered. However, they are not binding for the Lender and thus no part of the contract.)

General

Carisma EXCLUSIV Autoverleih GmbH, the "Lender", hires out the vehicle stated below (according to the General Terms And Conditions, see overleaf or accompanying sheet which the hirer accepts by his signature). This Contract of Hire is based exclusively on particulars in the Contract of Hire and these contract terms. Additional agreements need to be made out in written form.

Every hirer is aware that particulars in connection with this Contract of Hire will be processed in electronic form. All persons signing this contract (hirer, driver) are personally liable in addition to the individual or juristic person that they concluded the contract for, as joint and several debtors.

Advance Booking, Cancellation, Delivery, Extension and Return

We will confirm advance booking in writing or orally; the filled-in and signed Contract of Hire is deemed a conclusion of an agreement. In case of advance booking, it is understood that a cancellation fee is payable as follows:

- 25% up to 30 days prior to start of hire
- 50% up to 14 days prior to start of hire
- 75% from the third day prior to start of hire
- 100% in case of cancellation within 24 hours prior to start of hire or no cancellation at all.

Except as otherwise provided separately, postponements of deadlines (e.g. due to bad weather) are not allowed and will be considered a cancellation. Diseases need to be confirmed by a doctor. The Hirer acknowledges by his signature on the contract form that he has taken over the vehicle in orderly state without any defects, in a safe and roadworthy state, with complete vehicle documents, accessories, first-aid kit, hazard warning triangle, tools, accident registration form and intact speedometer seal; any damages that were recognizable on taking-over without professional inspection shall be reported by the Hirer immediately after take-over, irrespective of warranty terms, otherwise he will be liable for all prejudices the Lender suffers thereby, especially those resulting from difficulties concerning proof of evidence or clarification. The Hirer undertakes to treat the vehicle, inclusive of its equipment, in a careful way and to return it in equally good state and with full equipment to the place and at the date agreed in the Contract of Hire. The Lender reserves the right to seize the vehicle at any time at the Hirer's expense if it is culpably not used in accordance with the Contract of Hire and if this is not only a minor breach of rules which on objective examination would involve no damage nor disadvantage for the Lender. If the vehicle is returned after the period stipulated in the contract, the additional period, however, at least one additional day (List of Rates 1 / without mileage inclusive of additional mileage) will be charged according to the List of Charges agreed; if a Contract of Hire was concluded on the basis of a sale price, the normal rate is used for the period of delayed returning (List of Rates 1 / without mileage inclusive of additional mileage) according to the booked rate. If the vehicle has not been returned after 12 hours beyond the deadline agreed, this will be reported to the police. The hire shall be paid in advance, an extension by phone is precluded.

Use of the Vehicle

The Hirer undertakes to treat the vehicle with care and to observe the effective legal provisions, especially it must not be used:

- for the transportation of persons or goods against payment, for unauthorised subletting;
- for races or test drives or other sportive events;
- for the transportation of animals or goods that may cause the vehicle to be damaged or soiled;
- by any person who is under the influence of alcohol or drugs or is not in a state required for car drivers according to the legal provisions in effect;
- for towing other vehicles or for pulling objects;
- for violating traffic or other provisions;
- moreover, the vehicle may be driven only by an additional person who has been acknowledged in advance by the Lender by entering in the row of the Contract of Hire intended for this purpose;
- for trips abroad, unless a corresponding permission has been granted: If such a permission has been granted, the Hirer is responsible for observing the respective customs, import and other provisions and is liable if he culpably prevented indemnification by the insurance company or missing insurance coverage due to conditions (such as the Asian part of Turkey), irrespective of reductions in liability potentially agreed for the domestic territory and of liability for all vehicle damages and for its loss.

Fuel costs shall be borne by the Hirer. Without the Lender's express consent, no changes nor repair work shall be done on the vehicle, except for repairs absolutely required for the safe operation of the vehicle and if the Lender cannot be reached by phone within an adequate period of time. As long as the vehicle is not used, doors, windows shall be kept closed and the steering wheel lock shall be locked; if the vehicle is equipped with a protective system, the use of the anti-theft device (e.g. locking bar) is imperative. Altogether, the Hirer shall take any precautions to prevent the vehicle from being activated by unauthorized persons.

If the vehicle is not used in accordance with the conditions of the Contract of Hire, the Hirer is liable, irrespective of the conclusion of a reduction in liability and without any restriction to the amount, especially in case of theft, loss, vehicle damage or parts thereof. The lender will do anything to avoid mechanical defects or disturbances to the vehicle. The Lender does not accept liability for such defects or disturbances or any consequential losses or damages - except bodily injuries, provided that the damage was not caused not wilfully or by gross negligence by him or a person he has taken responsibility for. The liability for damages according to the Produkthaftungsgesetz (Product Liability Act) for material damages on objects used for the company is excluded.

Accident, Breakdown

In the event of a traffic accident, the Hirer or driver shall behave according to legal provisions, general insurance conditions of liability and comprehensive insurance. In particular, the Hirer is obliged:

- to stop immediately;
- to take measures for avoiding further damage to persons and materials;

- to engage in the ascertainment of facts of the case, to take notes of the names/addresses of all persons and witnesses involved, registration numbers of vehicles involved and their liability insurers as well as to submit a detailed and faithful representation of the accident, including a sketch (accident report) to the Lender;
- to refrain from admitting guilt or declaring liability;
- to notify immediately the nearest police station and, at any rate, to have the accident taken down even if no bodily injuries have occurred. If the police refuse to take down the accident on the spot, he may make a self-denunciation as an alternative, but again immediately;
- in case of accidents with unknown opponents, to report immediately to the nearest police station or to issue a self-denunciation;
- to notify the Lender immediately by phone, by telegraph, by fax, or if this turns out impossible, in writing and to wait for his instructions.

The Hirer and possibly an authorized driver are covered by a motor vehicle liability insurance, the conditions of which are available for information at the Lender's office. The Hirer shall be notified immediately by phone, by telegraph, by fax, or if this turns out impossible, in writing of a breakdown; instructions shall be waited for.

Charges

The Hirer undertakes to pay to the Lender the following amounts for using the vehicle:

- Amounts stated in the Contract of Hire or in valid price lists, with the Lender being entitled to set them off against the Contract of Hire or later using the payment provided for meeting the cost of hiring. If the Contract of Hire is not concluded by the Hirer personally, the person signing the contract for him is liable for the amounts, provided that there is no power of representation.
- Motor mileage fee at a rate that is applicable for the mileage covered during hire with this vehicle. The hire is calculated exclusively on the basis of speedometer readings. Should it fail, mileage fees will be calculated from the distance covered as ascertained from a road map.
- Daily charges, charges for extended reduction of liability, incident tal charges at the rates stated in the Contract of Hire.
- Delivery and collection charges as stated in the Contract of Hire. If the vehicle is not returned to the place agreed and not at the time agreed, the Lender is entitled to charge the normal rate for the extended period.
- All taxes levied.
- All fees, fines and expenses imposed on the Hirer or the Lender or at the expense of the vehicle due to breaches of traffic regulations in connection with the use of the vehicle during or after this Contract of Hire, unless they can be clearly attributed to the Lender's fault. In this case, the Hirer shall prove that he is not to blame.
- For the case where the Hirer or an authorized driver with the concrete vehicle get involved in a traffic accident that was caused, at least partially, by the Hirer or the authorized driver, the Lender is not obliged to provide a replacement vehicle for the rest of the agreed rental term. In this case, the Hirer has no right to a reduction in the rental charge.
- All costs accruing for the Lender for repairs or replacement due to damages to the vehicle (also in case of fire, breakage of glass, theft or loss of the vehicle), including the costs for a replacement vehicle, vehicle retrieval, depreciation, indemnification for missed rentals etc, provided that this is due to the Hirer's fault, where he is obliged to prove his lack of fault according to section 1298 ABGB in case of a breach of contract. Should the insurance company fail to pay damages due to the Hirer's fault, it will be to his detriment.
- If the vehicle has been used in accordance with the provisions of the Contract of Hire and legal provisions, the Hirer's liability is restricted such that it will not exceed the limit stated in the price list, agreed in the Contract of Hire or is reduced to the sum stated in the price list in effect.
- All costs required for appropriate legal procedures accrued for the Lender for collecting the due payment of rentals, including appropriate legal fees as well as costs for collecting claim arising from contract by a licensed collecting agency according to guidelines for lawyers' fees of the Bundeswirtschaftskammer 1993, limited according to BGBl 141/1996. In case of default in payment, payment of interest of the amount due with a default interest rate of 14% p.a., at least however EUR 5.00, is expressly agreed.

The reduction of liability expires in case of culpable breaches of contract conditions or legal provisions, provided that these breaches were causative for damages or prevent the insurance company from indemnification.

The hiring costs accrued as well as potential claims payments are immediately payable by the Hirer on returning the hired vehicle.

Payment on Account, Guarantee Deposit

The Lender may claim a guarantee deposit up to the vehicle value plus hiring costs, depending on the type and duration of hiring. The minimum deposit corresponds to the amount of the prospective rental. The payment on account / deposit is set off on the settling of accounts. If, on making out the Contract of Hire, identity cards or other documents, whatever their nature, are handed over for the purpose of justifying the right of retention, the Lender has the right of retention prior to payment of the rentals mentioned above, inclusive of a fee for a potential period of exceeding, the mentioned mileage fees, the mentioned daily charges, the mentioned delivery and collection charges, the mentioned taxes, the mentioned fees, fines and expenses, provided that they are already known at the time of vehicle return, the costs transferred, the mentioned maximum liability amount - provided that the mentioned items are used in accounting.

Insurance Coverage

The Lender grants insurance coverage within the scope of third-party liability on the basis of the provisions in effect for third-party motor vehicle insurance as well as the general insurance conditions. The insured sum, the Hirer's excess as well as the excess in case of total loss or willful destruction depend on vehicle category and will be separately indicated in the Contract of Hire. The Hirer's objects present in the vehicle or persons taken along by him are not insured.

Category A=****

Insured liability sum = EUR 15,000,000.00 / comprehensive insurance with a non-exonerable excess of 10% of the amount of damage (however at least EUR 7,500.00=)
Deposit = EUR 7,500.00

Category B/C=****/****

Insured liability sum = EUR 15,000,000.00 / comprehensive insurance with a non-exonerable excess of 5% of the amount of damage (however at least EUR 2,500.00)
Deposit = EUR 2,500.00

Category D=Off-road & convertibles

Liability Insured sum = EUR 15,000,000.00 / comprehensive insurance with a non-exonerable excess of 5% of the amount of damage (however at least EUR 2,000.00)
Deposit = EUR 2,000.00

Category E/F=Passenger cars & estate cars/ other vehicles

Insured liability sum = EUR 15,000,000.00 / comprehensive insurance with a non-exonerable excess of 5% of the amount of damage (however at least EUR 500.00)
Deposit = EUR 500.00

Should individual vehicles differ from these conditions although they have been assigned to one of these categories, this will be separately stated in the Contract of Hire.

The reduction in liability expires in case of breaches of contract conditions or legal provisions. Reduction of liability is precluded for damages to vehicle structures, external mirrors as well as tyre and rim damages due to a lack of insurance coverage. Damaged rims and tyres are replaced and NOT repaired due to the great mileage of vehicles, at any rate in case of damages, for general safety. The Hirer is liable to the full extent for such damages in case of fault, where he is obliged to prove the lack of his fault according to section 1298 ABGB.

A motor vehicle passenger insurance which guarantees for damages incurred by passengers may be effected for an extra charge of EUR 19.00.

Concluding Terms

The potential invalidity of individual sections of this contract does not cause the entire contract to be void. Therefore the remaining contract contents remain valid as before. If the Hirer is a consumer as defined by the KSchG and if he lives in the country or has his ordinary residence there or if he is employed in the country, the venue is determined according to the general rules of competence, otherwise the venue is Austria, Commercial Court of Graz. The place of performance is Graz / Steiermark (Styria).