

TABLE OF CONTENT

Preamble

1)	TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?	2
2)	WHO CAN RENT AND WHO CAN DRIVE?	2
a)	Who can rent?.....	2
b)	Who can drive? (the "Driver")	3
c)	Who cannot drive the Vehicle?	3
3)	WHERE CAN I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)	3
4)	LIABILITY FOR GOODS TRANSPORTED WITH THE RENTAL VEHICLE	4
5)	WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?	4
6)	WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY?	5
7)	WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?	5
8)	WHAT IS INCLUDED IN THE PRICE YOU PAY?.....	6
9)	WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?.....	6
10)	WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?	6
11)	WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?	7
a)	Return of the Vehicle during opening hours of Europcar's station.....	7
b)	"Out-of-hours" return Service	7
c)	Return of the Vehicle without your presence and during opening hours of Europcar's stations.	7
d)	Late return of the Vehicle	8
12)	DAMAGES TO THE VEHICLE	8
a)	Damages identified upon return of the Vehicle and in your presence.....	8
b)	Damages identified in case of an out-of hours return and without your presence.....	8
c)	Common rules	9
13)	WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?.....	9
14)	WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN, OR THEFT OF THE VEHICLE?	9
15)	WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?	9
16)	WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?	10
a)	Modifications	10
b)	Cancellation.....	10
17)	WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?.....	11
18)	WHAT IS THE FUEL POLICY?	11
19)	MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?	11
20)	CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?	11
21)	WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?	11
22)	ARE THE VEHICLES EQUIPPED WITH A TRACKER?	12
23)	WHAT IS MY LIABILITY IN CASE OF A DAMAGE?	12
24)	LIMITATION.....	13
25)	LIABILITY OF EUROPCAR.....	13
26)	WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?	13
a)	Applicable law.....	13
b)	Customer Relation Service.....	13
c)	Notifications.....	13
d)	Contractual documents.....	13
27)	IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?	13
ANNEX 1 – ASSISTANCE TERMS & CONDITIONS		14
ANNEX 2-- Recommended Tariff List 2017 - Europcar Montenegro.....		15

Preamble

Thank You for renting with Europcar!

Primero rent a car CG d.o.o. (hereinafter referred as Europcar) is a Montenegrin company with its registered office in Džordža Vasićeva 38, 81000 Podgorica, Montenegro. It is registered at the Registry court of Podgorica under the number 02785552.

In accordance with the present general Terms and Conditions of Hire ('T&Cs'), Europcar will have the following obligations if a rental agreement is concluded:

- rent a Vehicle (a car or a van) to You (as defined in section 1 below) for the period of time that is specified in the Rental Agreement (the "Hire Period") plus any accessories that You wish to rent which will also be indicated in the Rental Agreement.
- provide certain mobility services included in your rental and offer You other services which are available at an extra cost.

The contractual relationship between You and Europcar is governed by the following documents:

- the Rental Agreement, including if applicable its specific conditions (the document agreed with You at the moment of the check-out or the first day of rental)
- the booking confirmation email (where You have pre-booked Your rental online or offline)
- the Europcar Insurance and Protection Provisions
- the Recommended Tariffs Guide;
- the present T&Cs which apply to all aforementioned documents.

In case of a contradiction between the document above listed, the terms of the first document will prevail over the following document.

1) TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&Cs will apply to You, the person who is paying for the rental and any associated costs (and You may also be a driver), as well as any (other) driver who is expressly indicated in the Rental Agreement and therefore being authorized to drive the Vehicle.

All persons named in the Rental agreement are jointly and severally liable for payment of sums due under the contract.

2) WHO CAN RENT AND WHO CAN DRIVE?

a) Who can rent?

Any legal entity and physical person:

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the Vehicle throughout the Hire Period; and
- who has the means that will be accepted by the relevant local Europcar company (see table below) to pay for the hire of the Vehicle and any associated costs;

Payment method accepted by Europcar:

Credit Card (Visa, Master, Amex)

Cash

Vouchers and EC charge cards

- Europcar prefers non-cash payments
 - Cheques are not an accepted payment method
- and
- who provides valid documents as indicated in the table below:

Documents required by Europcar

ID or Passport

Driving license in Latin characters valid in Serbian. For other licenses, we need original and international driving license or certified translation

Proof of actual place of residence, no PO Box, possibly via 'utility bill', e.g. electricity bill

Europcar has the free disposal to conclude a car rental contract with a customer or not.

b) Who can drive? (the "Driver")

An authorized Driver of a Vehicle will be any physical person who complies with all of the following requirements:

- is expressly mentioned and fully identified on the Rental Agreement, this is in principle the renter and this may also be the person who is a registered additional driver
- provides a valid driver license and a valid identification document
- who is in possession of a driver license for the requested period and has the minimum age as follows

***both must be fulfilled

ACRISS CODES	Min.driver's age	Min. driving license possession
MDMR, ECMR, EDMR, EDAR, EWMR, EWAR	21 years	2 years
CCMR, CDMR, CDMD, CDAR		
IDMR, IDAR, IWAR, IFMR, IFAR, ITMR, ITAR, SVMR, SDAR		
PDAR, LVMR, SFAR, RFAR, UTAR	25 years	3 years
LDAR, FGAR, FFAR, FLAR	28 years	5 years

- A special charge is made for drivers less than 25 years of age and for drivers over 70 years of age (Young /Senior Driver Fee). The minimum/maximum age cannot be overridden by booking an additional Young/Senior Driver Fee. Maximum driver's age for all car groups is 75 years of age.
- The renter is obliged on request of Europcar to notify the name and address of all drivers, unless these are already stated in the rental contract itself. The drivers are agents of the renter.
- If the vehicle is driven by another person (additional driver) an additional charge is raised for each additional driver.

c) Who cannot drive the Vehicle?

Neither person expressly mentioned / identified on the Rental Agreement is authorized to drive the Vehicle. In addition, any person who cannot provide a valid identification document as indicated in the sections 2 a) and 2 b).

If *You* allow an unauthorized person to drive the Vehicle then this is considered as a breach of the T&Cs and *You* will be responsible for any

consequences that may arise as a result included the possibility to responding before Europcar for the damages caused by you and/or an unauthorized person.

In such circumstances the unauthorized driver will not be covered by any insurance or protection products offered through Europcar. Only liability insurance (compulsory protection) will apply.

Europcar is entitled to charge unauthorized drive penalty when proven that rented vehicle has been driven by unauthorized person, as per table below (excluding VAT). This penalty does NOT need to be linked to any damage on the vehicle.

Car groups	Penalty
MINI	150 €
ECONOMY	
COMPACT	
INTERMEDIATE	200 €
STANDARD	250 €
PREMIUM	
MINIBUS	
LUXURY	400 €
SUV	

3) WHERE CAN I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)

The renter and the driver are not allowed to use the vehicle outside the contractual territory. The contractual territory is Europe with the exception of the below mentioned countries which cannot be used depending on the vehicle category. Driver is obliged to pay Cross border fee of 5 € / rental day, 50,00 € maximum per rental during which the crossing borders occur. Special cross border fee applies for Albania in value of 5€/day, 50 € maximum per rental without VAT.

Not allowed countries for all vehicle categories:

Iceland, Turkey, UK, Ireland, Russia and all former USSR States, Malta and Cyprus.
Should you have questions please contact our Customer Relation Service under +382 (20) 653 141.

Please be aware that You must comply with the law, in particular the traffic road regulations and toll payment obligations in the country where You drive

the Vehicle. You as renter and driver are liable for all claims resulting from vehicles owner liability during the rental time.

4) LIABILITY FOR GOODS TRANSPORTED WITH THE RENTAL VEHICLE

You are informed that Europcar does not cover the goods carried into the vehicles. Similarly, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.

5) WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Vehicle from Europcar, You and/or any Driver must comply with the following obligations:

- You and/or any Driver must return the Vehicle and its keys, accessories and documentation to Europcar at the agreed place of return on the expiry time and date specified on the Rental Agreement Europcar allows a 29 minutes tolerance period at the end of the rental. The vehicle has to be returned in the condition that Europcar provided it to You at the start of the Hire Period. If You do not return the Vehicle as stipulated here above, Europcar will take all necessary measures outlined in these Terms and in particular Article 11 (What is the Vehicle return policy).
- If You intend to drive the Vehicle outside the contractual territory, You should ensure during the check-out that, the vehicle has the proper equipment in accordance with local traffic rules of the country that You and / or the Driver will drive or cross.
- You and/or the Driver must reasonably drive the Vehicle in accordance with all applicable road traffic laws and regulations and You should ensure You and/or any Drivers are familiar with all relevant local driving regulations. You are liable for all charges, duties, tolls, fines and penalties associated with the use of the vehicle and claimed from Europcar to the extent that the renter is responsible for them.
- You and/or any Driver must ensure that any luggage or goods transported in the Vehicle are secured to the extent will not cause damage to the Vehicle or cause risk to any passengers.

You have to consider the actual regulations as to load safety.

- You and / or any Driver must guard the Vehicle with the utmost care as a good father, and in all circumstances, You shall make sure it is closed and protected by its anti-theft devices when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst your ability to drive is impaired, in particular under the influence of alcohol or drugs or in case of disease.
- You and/or any Driver will be provided with a Vehicle which is ready to drive, checked and filled with all necessary operating materials. During the rental period You and/or any Driver should refill the Vehicle with the appropriate type of operating materials (e.g. fuel, oil, windscreen water, coolants) if necessary. If unsuitable fuel should be added, unless You demonstrate that the mistake is attributable to a third-party, You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the Damage caused to it calculated according to the rules described in the section below (Damage to the Vehicle). This does not apply if you can prove that the refill with the wrong fuel was caused by a third party.
- Smoking is not forbidden in all vehicles unless it is specifically emphasized. In non smoking vehicles, Europcar is entitled to claim a compensation lump sum of EUR 150,00 in each case of the ban being infringed by the renter or a third party appointed by the renter. The renter is entitled to demonstrate that the damage has not occurred or is considerably less than the lump sum.
- You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
 - for rehire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but, the Rental Agreement, the keys, the documentations, the equipment, the tools and otherwise expressly agreed by Europcar,
 - to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate,
 - for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such

- exclusion does not prohibit You from satisfying the needs of everyday life which do not infringe the applicable laws and whose transportation would correspond to a normal use of the rented Vehicle),
- for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorized in the vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet,
 - for racing, off-road drive, even if racing circuits are opened to the public for test and practice (so-called tourist use), reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not,
 - for transporting live animals with the exception of pets and/or domestic animals in appropriate animal transport boxes. Necessary cleaning costs must be bared by the renter. Extraordinary cleaning costs were calculated on a time and material basis and charged with a minimum lump sum of EUR 150,00. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the lump sum,
 - to give driving lessons, accompanied driving,
 - to push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-hook when the maximum load complies with the applicable law),
 - on gravel roads or roads which the surface, size or state of repair poses risks to the Vehicle, as beach, impassable roads, forest roads, mountains, etc. or any roads that are not authorized and paved roads,
 - to commit an intentional offence,
 - for being transported on board of any type of airplane
 - Inside the no-traffic lanes of the ports, airports, and/or aerodromes and/or analogous or similar of a character not accessible to public traffic, or in refinery and oil company premises or installations without Europcar express written authorization. If Europcar grants our consents to You in accordance with the above, Europcar will inform You of the third party insurance cover that may be applicable in this case and which /or any of its accessories,
 - for carrying passengers for hire or reward (for instance for car sharing purpose), unless will vary depending on the circumstances.
 - For the penetration of customs or other offences, even if these are only penalized

under the law at the scene of the offence.

- For any other use outside the use in accordance with the contract.
- During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. In particular, you and/or the Driver are required to perform customary inspections as to the Vehicle condition such as oil and water level, tyre pressure.

You can be held liable to Europcar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfill the above mentioned obligations may limit any right to compensation for the damage which You could claim for.

Likewise, in case of infringement to the above mentioned obligations, Europcar reserves the right to demand immediate return of the Vehicle and to charge damage compensation costs.

6) WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY?

The basic rental charge includes the following mobility services:

Mobility services
Automobile Third party liability
Collision Damage Waiver ('CDW') with a deductible
Depending on the product or depending on different individual agreement
Partially Comprehensive cover with a deductible depending on the product or depending on different individual agreement, including Theft Waiver ('THW')
Included Mileage selected during the booking
Technical assistance to the Vehicle in case of impairment of the Vehicle working order not caused by the Renter and/or Driver (Emergency Assistance)

7) WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?

Europcar proposes You several additional services as mentioned in the Recommended Tariff List, Annex 2

8) WHAT IS INCLUDED IN THE PRICE YOU PAY?

The information You provide Europcar with at the time of booking (such as the duration of the rental or Your age or any additional driver's age) will have an impact on the price You will pay. Any change to that information could therefore mean that the price also changes. The price of Your rental will be those in force at the time of booking or at the time You make any subsequent changes to the booking.

The price You will pay comprises the following costs:

- The rental charge for the Vehicle for the agreed number of calendar days (this will include the standard mobility services above mentioned)
- The rental period depending from the agreed tariffs calculated non divisible from the time of pickup of the vehicle
- Any other mobility services You choose to add at Your further cost
- VAT
- Any additional fees that are linked to You and additional Drivers personally (for example: Young driver fees for drivers younger than 23 years).

By contracting with Europcar, You expressly allow Europcar to charge Your means of payment for any unpaid amount related to Your rental. In this regard, Your express consent will be given at the Europcar station when you will provide our agent with your mean of payment before picking up the Vehicle.

9) WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- **The Deposit.** In addition to the rental price that You have prepaid during the booking or that You will pay at the pick-up time or at the check-in Europcar is requiring You to leave a deposit. If you are paying by credit card, the deposit takes the form of a bank pre-authorization. In any case, the deposit amount will be reminded at the Europcar station.
- The deposit amount is determined by various criteria (such as the category of vehicle You are renting from Europcar, the Hire Period and any other mobility services that you may order for at pick-up time). Other characteristics of Your booking may also have an effect on the deposit amount. Should You need any additional information regarding the deposit, please refer

to the paragraph below *Must I pay a deposit before picking up the Vehicle?*)

- Europcar may also charge You for various charges and fees that Europcar will have to apply relating to incidents that may have occurred during the Hire Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariffs List, Annex 2, attached to Your confirmation email and available from Europcar station and/or on the Europcar website. Such charges and fees include without limitation:
 - Administration fees for handling fines or tolls. Please note that such administration fees are payable in addition to the fine or toll to which it relates and You are fully liable to pay such fines or tolls. The payment of the trailer supplement is the sole responsibility of the Renter of the truck or the keeper of the trailer as appropriate
 - Cleaning fees for a Vehicle returned in an unacceptable and/or dirty state or impaired by bad odor. Extraordinary cleaning costs were calculated on a time and material basis and charged with a minimum lump sum of EUR 150,00. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the lump sum
 - Charges for the damages not covered by the insurance, like undercarriage of the vehicle and exterior
 - Charges for lost or stolen keys
 - The damages management fees per claim
 - All and any fuel used during the Hire Period including a refueling service charge
 - The following additional specific fees and charges (i) extra charges linked to the rental made in stations located in airport or rail stations; (ii) the cost to return the Vehicle to a Europcar stations other than the one from which You picked it up; (iii) the extension of Your rental) (iv) charges for additional kilometers exceeding the contractual agreed included kilometers.

10) WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?

If You notice any apparent defect or Damage that is not described on the Rental Agreement then You should ensure a note is made on the document and that both You and the Europcar agent sign the change to it. This also applies for any apparent defect or damage on the booked accessories.

11) WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?

You should return the Vehicle to the Europcar station, at the latest, on the date and at the time shown on the Rental Agreement.

a) Return of the Vehicle during opening hours of Europcar's station

You may return the Vehicle to another Europcar station for the cost mentioned on the Recommended Tariff List, Annex 2, attached to your confirmation e-mail if you made the reservation through distance means. This document may also be consulted on spot in stations and/or on Europcar website.

The Hire Period will end when You return the Vehicle to the Europcar station and hand the Vehicle keys and the registration documents to a Europcar agent or its representative.

Any return of the Vehicle at an earliest stage than the date and time mentioned on the Rental Agreement shall not give rise to any reimbursement

When You do return the Vehicle to Europcar You must take the opportunity to inspect the Vehicle together with the Europcar agent or its representative and countersign a Vehicle restitution damage report.

On your request Europcar shall give You a signed document where Europcar declares that the Vehicle was regularly returned to Europcar.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle, unless You can prove that the property and/or objects were missed in the area of responsibility of Europcar.

b) "Out-of-hours" return Service

Europcar recommends returning the Vehicle during opening hours of its stations. However, to meet the specific needs of some of its clients, Europcar offers, in certain stations, an additional "out-of-hours" service. You can find the Europcar 24h stations and stations with extended opening hours.

If You opt for this "out of hours" service, Europcar is entitled to draw a Vehicle condition report without your presence and after the drop off the keys.

In particular, You are to declare any incident and/or Damage that affects the conditions of the Vehicle on the document that you can find in the vehicle documents folder in the glove box of the vehicle.

Depending on the available systems and the information that You will have received from Europcar, this document must be leaved into the Vehicle or returned with the keys in the "keys drop off box" provided for that effect.

Please note that your Rental Agreement does not automatically ends when You drop off the keys: the Vehicle will remain on the parking space where You will have parked it until opening of the Europcar station that will proceed to the inspection of the Vehicle and close your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle on an area provided for that purpose and in a manner so that the Vehicle is not a danger to others or hamper traffic as aimed by the Highway Code. The vehicle documents remain in the glove box of the vehicle. Providing that the Vehicle is inspected at a later stage – during opening hours of the station – Europcar recommends You to take photographs of the Vehicle in order to keep evidences of the date and state of return of the Vehicle once it is parked and before the drop off of the keys.

Once the inspection is made and in case of a damage, Europcar will inform you about this.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle, unless You can prove that the property and/or objects were missed in the area of responsibility of Europcar.

c) Return of the Vehicle without your presence and during opening hours of Europcar's stations.

If you are unable and/or refuse to inspect the Vehicle together with the Europcar agent or its representative, Europcar is authorized to inspect the Vehicle itself without your presence and to register your refusal of a contradictory inventory.

The same Procedure as the one described above will applied (See 11°-b)).

d) Late return of the Vehicle

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if You do not inform Europcar immediately about the delay in its return, Europcar shall regard the Vehicle as having been unlawfully appropriated and will be entitled to report this to the competent local authorities.

In such case Europcar will be entitled to charge You an additional day for each rental day at the rental tariff in effect; unless You can demonstrate that You have no longer the disposal of the Vehicle through no fault of your own or that the non-restitution of the Vehicle resulted through no fault of Your own; and claim to You all the damages and losses suffered by Europcar and all the fines, tolls, penalties or sanctions that falls on the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence.

Europcar will also be entitled to start legal proceedings in order to claim the immediate return of the Vehicle. In such case, protections and additional contractual services would have no effect.

12) DAMAGES TO THE VEHICLE

In case of differences between the state of the Vehicle as described upon check out and the one identified upon return, You may pay the amount as defined below if you or the driver have caused the damage culpably.

a) Damages identified upon return of the Vehicle and in your presence

If some damages are identified upon return of the Vehicle when the inspection made, in your presence and in the presence of the Europcar agent or its representative, and if You acknowledge the damages by signing the statement of return of the Vehicle, the following provisions apply depending on the extent of the damage:

- Light Damage, minor insubstantial damage caused to the Vehicle without altering its delivery to the rental and permitting its

movement in accordance with the provisions of the Highway Code (such as, for instance, without being exhaustive: light impacts on windshield and missing parts) are charged according to the Recommended Europcar damage price list (available in any Europcar station and on our website).

- Any other damage not included in the above mentioned Recommended price list and/or other more Serious Damage (substantial Damage impairing the delivery of the Vehicle rentals and requiring its temporary immobilization for repair such as, for instance, without being exhaustive: damages bodywork) will be evaluated by an independent expert and charged according to the expert's report or a cost estimation made with an independent auto- repair garage.

If You contest Damages and their invoicing by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described below (see article 12)-b).

b) Damages identified in case of an out-of hours return and without your presence.

If Damages are identified during the inspection of the Vehicle by a Europcar Agent or its representative without your presence, Europcar will send to you the following documents:

- statement of return of the Vehicle describing all
- Damages identified
- pictures of Damages
- An estimate (quote) of the costs of repair that will vary depending of the nature of the Damage (see above, article 12)-a) paragraph 2) and administration fees for the treatment of the Damage and the Vehicle immobilization.

You will be able to challenge Damages identified and their invoicing within 14 days after the sending (by e-mail or regular letter) of the documents.

If You fail challenging or justifying within the above mentioned period of 14 days, Europcar reserves the right to invoice You the cost of repair identified if you or the renter have caused the damage culpably.

Europcar reserves the right to exclude Renter

and/or Driver if they have caused an extraordinary number of damages.

c) Common rules

Please note that depending upon the Damage suffered by the Vehicle and the type of protection You have subscribed to with Europcar (see the Europcar Insurance & Protections Provisions attached to Your confirmation email or available from all Europcar stations and/or on Europcar's websites) You may or may not be charged for the full or for the partial amount of the cost of repair.

In any case, You will be able to challenge Damages and their invoicing by acting pursuant to dispositions of article 26.

13) WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?

During Your rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession.

You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions according to the instruction manual. Should you have any doubt, please contact our Emergency Management under **+382 69 214 135**.

You will be informed of the next servicing interval (oil and filters change) at the beginning of your rental. You are obliged to follow this regulation and to prevail braking of servicing interval of the rented vehicle. In such case, You might be charged for the Guarantee lost fee in value from 600-6000 EUR.

Any modification to or mechanical interventions on the Vehicle are forbidden without Europcar's prior written authorization. Should this rule be breached, You must bear the duly justified costs of restoring the Vehicle in the same state in which You have taken possession.

The renter may have repairs which are necessary in order to ensure the operating and road safety of the vehicle, carried out up to max. EUR 50,00 without further implications. Larger repairs may only be carried out with the agreement of Europcar. Europcar will bear repair costs if the relevant receipts are produced, unless the renter is liable for the damage, see 23.

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.

14) WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN, OR THEFT OF THE VEHICLE?

In case of an accident or impairment of the Vehicle working order due to a technical defect which prevents You from continuing your travel and/or obliges you to stop Vehicle to prevent any breakdown, You are provided with an Emergency Management service, included in the price of Your rental. The terms of this Emergency Management service are set out in Annex 1 of the present T&Cs. In the mentioned cases You should contact our Emergency Management service under the telephone number **+382 69 214 135**.

You shall inform the police and Europcar immediately after any accident, fire, theft, wild animal or other incident. Claims by opposing parties may not be acknowledged. The renter shall, even if the damage is slight, produce a written report with a sketch without delay. The accident report must include in particular the name and address of the persons involved and any witness as well as the registration numbers of the vehicles involved.

In case of theft of the Vehicle, You shall provide Europcar with a copy of the report of theft filed before the local police authorities immediately with the keys and official papers of the Vehicle if those have not been stolen.

15) WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all elements of Your rental have been settled and no earlier than the day after the Vehicle return date. You will pay or be charged the full amount in one or in several lots or Europcar will make direct debit via the agreed method of payment depending on the product and payment method.

- You may decide to prepay (prepayment of your booking made online, via our call center or at the Europcar station) Your rental which will include the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. Your means of payment will be debited by the agreed amount.

You will receive a booking reservation confirmation including the prepayment. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the eventual total amount (still) to be paid.

- If You decide not to prepay Your rental at booking time, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or protections You decide to take out before You take the Vehicle away will be shown on the Rental Agreement that You will have to agree and sign before picking up of the Vehicle. The final and global cost of your rental will be charged and invoiced at the time of return of the Vehicle at the end of the Rental Period.

Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time).

If You have incurred extra costs such as fine or caused Damages to the Vehicle identified without your presence Europcar will charge You these costs and the applicable administration fees at a later date, all these administrative fees (damage management fees, fines administrative fees), when Europcar becomes aware of them.

In this respect, You will have a fourteen (14) days period starting from the date of sending (by email or regular letter) of the notification of billing to challenge and justify not being the author of the fees. In case of no objection or justification from You within the aforementioned period, the amount of these fees will be charged.

Your invoice will be sent to You electronically if you have given your prior consent. . If You refuse to receive your final invoice electronically, You can elect to receive paper invoice.

If payment is by direct debit, a pre-notification of one day is agreed, which is fulfilled with the sending of the debit notification.

In addition, if the due date of payment shown on the invoice has expired and if You do not pay after having received a written warning You have to pay a default interest of 5 % above the relevant base rate, if you are a consumer. The default interest is 8% above the relevant base rate if you are a business customer. The renter can demonstrate that the actual loss due to default is less.

If the default of a renter makes the appointment of a debt collection agency necessary, than the renter has to bear the resulting costs if he was not evidently unable or

unwilling to pay and has also not raised any other objections to the grounds for the claim.

If the invoice amount is not paid in due time, You have to pay the default interest additionally to the non-paid invoice amount.

16) WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

a) Modifications

You can modify Your booking, free of charge, provided You let Europcar know at least 24 hours before the rental is due to start.

Please be aware that new rental prices may apply if You modify Your booking.

Modifications of your booking can be done by contacting our Call center on **+382 (20) 653 141** or at reservations@europcar.me

b) Cancellation

- If You have prepaid Your booking online:
 - You can cancel Your booking free of charge provided that You have given Europcar at least 24 hours notice before the rental is due to start.
 - If You cancel giving Europcar less than 24 hours notice, the prepaid amount will be refunded less a later cancellation fee of EUR 50,00 net.
 - If You have not cancelled and fail to come to the Europcar station to pick up the Vehicle, the prepaid amount will be refunded less a "no show" fee of EUR 50,00 net.

For the purpose of this section, cancellation of the booking or failure to pick up the Vehicle due to Force Majeure means that You are prevented or delayed by reason of war and other hostilities civil commotion, accident, lock-outs, trade disputes acts, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond Your reasonable (direct or indirect) control.

- If You have not prepaid Your booking online:

- You may modify or cancel Your booking free of charge up to the time of pick up.
- If you not cancel your booking and fail to collect the vehicle at the time of pick-up, a no show fee of EUR 50.00 will be charged.

17) WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case You want to extend the Hire Period shown on Your Rental Agreement You should take the following steps:

- For any extension of less than 24 hours, give a call to the Europcar Customer Service under the telephone number +382 (20) 653 141
- For any extension higher than 24 hours, You shall:
 - Sign a new Rental Agreement or an addendum to the initial Rental Agreement
 - Present a means of payment for the extension of the rental period.

If You don't comply with the above mentioned conditions, the terms of the above section "Return of the Vehicle" will apply.

18) WHAT IS THE FUEL POLICY?

You are expected to return the car with the same level of fuel on car return. Please note that Europcar may require you to provide a proof of fuel purchase (receipt).

If You have not returned the same level of fuel, You will be charged with the cost of the missing fuel including a refueling charge. Please refer to the Recommended Tariff List attached to Your confirmation email and available from Europcar stations and/or on the Europcar website.

19) MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

When You pick up the Vehicle, you have to pay a deposit. If you pay with a credit card, an authorization is made for the deposit. The amount of the deposit takes into account the category of Vehicle, the Hire Period of the rental and all the additional products and/or mobility services that you will have selected at the pick-up of the Vehicle.

The deposit is intended to cover additional rental costs.

The rule of calculation applied to determine the deposit amount is maximum excess amount of rented vehicle category+ rental + fuel tank cost. This amount can be decreased for some car categories after purchasing some extra insurance packages which are reducing excess damage or theft charges.

Its amount is specified in the Rental Agreement and in the confirmation email sent to You at the time of your booking.

If no additional rental cost are identified, then the deposit will be refunded at the end of the rental. Deposit will be refunded via bank within 8 business days.

20) CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?

Yes you can, but all charges will be executed in local . We can't collect in foreign currencies. However, inter country Banking system will convert your payment into your local currency (€).

21) WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

Europcar hereby informs the Customers about the processing of their personal data. Europcar shall process the Customer's personal data only for legitimate purposes, at the extent required for fulfillment of Europcar obligations laid down by the current regulations, contractual obligations, in order to provide services to Customer. Europcar shall use personal data for carrying out his business activities, in the manner and in compliance with the Law of Personal Data Protection. Europcar may provide personal data to legal or natural persons, or to the state authorities (police, court or magistrates).

Potential users of Customer's personal data may be regulatory bodies and governmental authorities, to which the Europcar is obliged to deliver the data in compliance with the Law. Europcar shall collect and process such data according to the Law and voluntary consent of the Customer.

By signing this Agreement, Lessee acknowledges that s/he has been informed in advance by the Europcar about the rules and principles regarding personal data processing. According to above said, Lessee hereby gives voluntary consent to the Europcar to process the Lessee's personal data according to the Law of Personal Data Protection.

22) ARE THE VEHICLES EQUIPPED WITH A TRACKER?

Vehicles of the category Luxury "L" (e.g. Audi A6, BMW 5er MB – E Class), Full size "F,G" (e.g. BMX3, MB GLC, Audi Q5, MB GLE), Special "X" (e.g. MB GLS, Porsche Cayenne, Porsche Macan, Porsche Boxter, Porsche Panamera) and other Selection vehicles can be equipped with a technology that makes it possible to determine the vehicles position. Europcar reserves the right to equip additional Vehicle categories with a tracker. In case you will rent such an equipped vehicle you must separately give your prior written consent that Europcar can collect, store and use the GPS coordinates and speed measurements.

23) WHAT IS MY LIABILITY IN CASE OF A DAMAGE?

a.
The renter is liable for repair costs for accident damage, loss, theft or improper operation of the vehicle or impairment of contractual obligations according to clauses 2, 6 and 14 of these conditions, in case of a write-off for the replacement value of the vehicle less the residual value. The renter is also liable for any consequential damage, particularly reduced value, towing costs, fees for technical experts and a fee for administration costs. The renter is not liable if neither the renter nor the driver is responsible for the damage.

b.
If an exemption of liability is agreed against payment of an additional sum, then Europcar exempts the renter for damage to the rental vehicle in accordance with the principles of vehicle damage (collision) insurance based on the relevant valid sample conditions of the AK (general conditions for vehicle insurance in Montenegro) with subsequent

deductible excess plus a cost lump sum of EUR 29,50. The liability exemption covers accident damage, i.e. through an incident acting suddenly from outside with mechanical force; brake damage, operational damage and pure fracture damage do not count as accident damage. The exemption of liability does not therefore cover in particular damage, which occurs due to improper treatment and/or operation, for example through incorrect gear changing or filling the wrong fuel, or though loaded goods. The deductible excess for each damage is depending from the Vehicle category (for driver younger than 23 years the deductible is at least EUR 1200,00):

ACRISS CODES	Deductable excess charge *without VAT
MDMR, ECMR, EDMR, EDAR, EWMR, EWAR	605
CCMR, CDMR, CDMD, CDAR	847
IDMR, IDAR, IWAR, IFMR, IFAR	968
SVMR, SDAR, LVMR	1.089
ITMR, ITAR, PDAR,	1.815
FFAR, FGAR, FLAR, UTAR	3.025
SFAR, RFAR,	1.815
LDAR	3.630

A list of the deductible excess applicable for the relevant vehicle is available at the place of conclusion of the contract. These deductible excesses only apply when no different individual agreement has been made.

c.
The exemption of liability does not release the renter from the contractual obligations under clauses 2, 6, 14 of these conditions. The renter is fully liable in case of intentional infringement of the contractual obligations, particularly for damage, which occurs due to an unauthorized driver (clause 2) or due to a forbidden use (clause 6). If the renter has intentionally fled the scene of an accident or infringed obligations under clause 14, the renter is also fully liable, unless the infringement has no effect on the assessment of the damage incident. In case of grossly negligent infringement of a contractual obligation, the renter is liable in the proportion of the extent of the fault of the renter. The renter is also fully liable for intentionally caused damage. If damage is caused through gross negligence, liability is in proportion to the fault of the renter.

d.
If cover for fire and theft is concluded, the renter is liable particularly for damage to glass, damage

caused by game animals, fire and the elements with a deductible excess of EUR 160,00 per claim plus a cost lump sum of EUR 29,50. The renter is expressly entitled, regarding the cost lump sum, to demonstrate that there has been no cost or considerably less than the lump sum.

In other cases, the statutory regulations apply.

24) LIMITATION

If an accident has been recorded by the police, compensation claims by Europcar against the renter will only be due after Europcar has had the opportunity to inspect the investigation file. The period of limitation begins at the latest six months after return of the vehicle. In case files are to be inspected, Europcar will notify the renter without delay of the date of inspecting the file.

25) LIABILITY OF EUROPCAR

Any liability of Europcar due to the infringement of their contractually regulated duties is restricted to cases of intention or gross negligence, including intention or gross negligence of representatives and employees. Europcar is only liable in cases of slight negligence for injury to life, body or health, for infringement of essential contractual duties and for compulsory liability under the terms of the product liability law. In this case liability is limited in extent to the compensation of contractually typical losses.

26) WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

a) Applicable law

In case of dispute between You and Europcar regarding Your rental, Montenegrin law is applicable.

b) Customer Relation Service

Please contact the Customer Relation Service of the Europcar Country you have made your reservation. This country can be different from the one which is renting the Vehicle to you or from the country of your place of residence.

For booking you have made via Europcar Montenegro You can contact Customer Relation Service at the following addresses and telephone:

Primero Rent a Car CG d.o.o.
Dzordza Vasingtona 28,
81000 Podgorica
Montenegro

ME_customerservice@europcar.me

c) Notifications

All notifications to be served upon You and Europcar pursuant to Your Rental Agreement shall be sent to the addresses indicated in the latter, that You and Europcar recognize as the elected domicile for all purposes and any modification must be communicated to the other party.

d) Contractual documents

The binding documents between You and Europcar are, by order of priority, the following:

- the Rental Agreement and its specific conditions (the document signed by You at the moment of the checkout or the first day of rental)
- the confirmation email (where You have prebooked Your rental)
- the Europcar Insurance and Protection Provisions
- the Recommended Tariffs List;
- the present T&Cs which apply to all aforementioned documents.

27) IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

Europcar views itself as being obliged to the code of conduct for the car rental industry published by Leaseurope. You may obtain more details on the website leaseurope.org.

Version Jun 2019.

ANNEX 1 – ASSISTANCE TERMS & CONDITIONS

For the duration of the Hire Period as agreed with Europcar, You have the benefit at no extra cost of our Emergency Management service.

Europcar reserves the right to charge the Renter with these costs in case the Renter and/or the Driver have caused the use of this service without any reason or by themselves.

The Assistance service comprises, amongst other benefits

- **Technical support for the rental vehicle**
 - Sending out a breakdown vehicle,
 - Arranging and paying for the costs of towing a vehicle which has not been involved in an accident or has broken down and cannot be repaired on the spot,
 - Locating a replacement vehicle, if the vehicle cannot be repaired on the spot (N.B: the rental agreement will continue to run until last day of the rental as originally agreed). Replacement vehicle will be delivered in the shortest notice, latest within 24h after Europcar receive the notice.
 - Transportation of the beneficiaries to the rental station where the replacement vehicles is to be made available
 - If no replacement vehicle can be provided:
 - either a hotel room with breakfast for one night
 - or transportation by taxi or train to the domicile or destination in Montenegro or to the point of departure from Montenegro for non-residents. This benefit is provided up to EUR 150 € for passenger vehicles and EUR 120 for utility Vehicles.
- **Exclusions**
 - Support for the rental Vehicle
 - Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition
 - Vehicles rented in Montenegro which have been taken abroad.

ANNEX 2 Recommended Tariff List 2019 - Europcar Montenegro

Thank you for choosing Europcar.

"If you add any ancillaries that you did not already selected during your booking, please note that the Tariff list may evolve between the booking date and the starting date of your rental. For all these additional ancillaries, only the applicable rates on the date you rental will apply."

Europcar			
<u>Equipment Tariffs incl. VAT</u>	<u>Price per day</u>	<u>Price max.</u>	<u>Liability</u>
BABY /TODDLER SEAT	12,10	60,50	121,00
BABY STROLLER	24,20	24,20	181,50
NAVIGATION SYSTEM	12,10	84,70	363,00
SNOW CHAINS	24,20	24,20	60,50
SNOW TYRES/EQUIPMENT (mandatory for all rentals starting from 1/11-31/3)	4,84	48,40	363,00
DIESEL GUARANTEED	6,05	30,25	

Europcar			
<u>Extra services and fees incl VAT</u>	<u>Price per day</u>	<u>Price max.</u>	<u>Liability</u>
ADDITIONAL DRIVER	12,10	60,50	
AFTER HOURS WORK FEE	30,25	60,50	
AIRPORT FEE	4,84		
CROSS BORDER FEE	6,05	60,50	
DELIVERY/COLLECTION FEE	24,20	24,20	WITHIN CITY LIMITS
DELIVERY/COLLECTION FEE	1,452/KM	DISTANCES OVER 20 KMS	
YOUNG DRIVER SURCHARGE	12,10	60,50	
SENIOR DRIVER SURCHARGE	12,10	60,50	
LOST KEY HANGER	6,05	6,05	per item
LOST OD CAR KEYS	169,4 - 726	169,4 - 726	169,4 - 726
REFULING COST	24,20	24,20	per item
PARKING FEE	36,30	36,30	per item
TRAFFIC FINE ADMINISTRATION FEE	18,15	18,15	per item
DAMAGE FEE	14,52	14,52	per item
GLASES AND TIRES PROTECTION	3,63	36,30	
DOMESTIC ONE WAY FEE	48,40	Podgorica - Tivat: 40€	
CITY ONE WAY	12,10	12,10	
INTERNATIONAL ONE WAY	PLEASE CALL OUR RESERVATION CENTER +382 20 653 141		

*** all charges include VAT of 21%

ANNEX 2 - Insurances and protection (include VAT)

		SCDW		SPCDW		STHW		SPTHW	
ACRISS CODES		Amount	EXCESS	Amount	EXCESS	Amount	EXCESS	Amount	EXCESS
MDMR, ECMR		7,26	121,00	10,53	0	7,26	121,00	9,80	0
EDMR, EDAR, EWMR, EWAR		7,26	121,00	10,53	0	7,26	121,00	9,80	0
CCMR, CDMR, CDMD, CDAR		7,26	242,00	10,53	0	7,26	242,00	9,80	0
IDMR, IDAR, IWAR		12,10	302,50	17,55	0	12,10	302,50	16,34	0
ITMR, ITAR		12,10	484,00	17,55	0	12,10	484,00	16,34	0
IFAR		12,10	302,50	17,55	0	12,10	302,50	16,34	0
SVMR, SVAR, SDMR, SDAR		12,10	484,00	17,55	0	12,10	484,00	16,34	0
LVMR		19,36	484,00	28,07	0	19,36	484,00	26,14	0
PDAR		16,94	907,50	NA		16,94	907,50	NA	
LDAR		19,36	1.452,00	NA		19,36	1.452,00	NA	
SFAR		16,94	544,50	NA		16,94	544,50	NA	
FFAR, FLAR, FGAR, UTAR		19,36	1.210,00	NA		19,36	1.210,00	NA	

	WWI	PAI	SPAI	MEDIUM (SCDW, STHW, WWI & PAI)			PREMIUM (SPCDW, SPTHW, WWI & SPAI)		
ACRISS CODES	Amount	Amount	Amount	Amount	Max per rental	EXCESS	Amount	Max per rental	EXCESS
MDMR, ECMR	3,63	3,63	4,36	18,03	143,99	121,00	24,08	192,51	0,00
EDMR, EDAR, EWMR, EWAR	3,63	3,63	4,36	19,72	158,03	121,00	24,08	192,51	0,00
CCMR, CDMR, CDMD, CDAR	4,84	3,63	4,36	20,69	165,77	242,00	25,05	200,74	0,00
IDMR, IDAR, IWAR	6,05	3,63	5,81	25,17	201,34	302,50	38,84	310,97	0,00
ITMR, ITAR	8,47	7,26	8,71	30,01	240,06	484,00	43,44	347,27	0,00
IFAR	8,47	7,26	8,71	30,01	240,06	302,50	43,44	347,27	1,00
SVMR, SVAR, SDMR, SDAR	9,68	4,84	5,81	29,04	232,32	484,00	41,99	335,65	0,00
LVMR	12,10	7,26	8,71	39,93	316,44	484,00	NA	NA	NA
PDAR	12,10	7,26	8,71	36,42	291,13	484,00	NA	NA	NA
LDAR	12,10	7,26	8,71	39,93	319,08	484,00	NA	NA	NA
SFAR	12,10	7,26	8,71	30,98	247,81	544,50	NA	NA	NA
FFAR, FLAR, FGAR, UTAR	12,10	7,26	8,71	39,93	319,08	1.210,00	NA	NA	NA

Version Jun 2019.



TERMS AND CONDITIONS OF HIRE OF EUROPCAR PRIMERO RENT A CAR D.O.O.
