

UNOFFICIAL COURTESY TRANSLATION.

This document is a translation provided for information purposes only, so that non-Romanian-speaking customers can understand the terms before signing. **THE ROMANIAN VERSION IS THE ONLY LEGALLY BINDING TEXT.** In the event of any discrepancy, omission or difference of interpretation between this translation and the Romanian original, the Romanian version prevails. The agreement is governed by Romanian law and is signed in Romanian.

CAR RENTAL AGREEMENT

No. _____ of _____

CHAPTER I — CONTRACTING PARTIES

Art. 1 The Lessor and the Lessee

(1) LIMADRIA DBG TRANS S.R.L., registration number (CUI) 42002880, J40/16898/2019, with its registered office in Bucharest, holding bank account

IBAN: RO06INGB0000999909822344, ING BANK, represented by Mr. Dragne Cristian, as administrator, hereinafter referred to in this agreement as the **LESSOR**,

and

The undersigned _____

Address: _____

Identified by identity card series _____ no. _____, issued by _____ on _____

TELEPHONE: _____

as **LESSEE**, hereinafter referred to in this agreement as the Lessee, on the legal basis of art. 1410-1453 and 1470-1490 of the Romanian Civil Code, as well as the Romanian legislation in force, have agreed to conclude this lease agreement (car rental), subject to the following clauses:

CHAPTER II — SUBJECT MATTER OF THE AGREEMENT

Art. 1 Description of the subject matter

(1) The subject matter of this agreement consists of the Lessor granting the Lessee the use (rental) of the vehicle described in paragraph (2) of this article, owned by the Lessor, hereinafter referred to in this agreement as the vehicle, in exchange for the payment of a price by the Lessee.

(2) The rented vehicle has the following characteristics:

- MAKE: _____
- REGISTRATION NUMBER: _____
- GEARBOX: _____

- ODOMETER READING (KM): _____

(3) Throughout the term of the agreement, the Lessor retains full ownership of the rented vehicle which is the subject of this rental agreement.

Art. 2 Conditions of use

(1) The Lessee rents the vehicle for personal purposes. Any other use to the contrary renders the Lessee at fault for any damage or harm caused.

(2) The Lessee is at least 20 years of age and holds a category B driving licence, required for the use of the rented vehicle, held for at least 1 year, and declares to hold an adequate driving licence.

(3) The vehicle shall be driven by the Lessee. Liability for damage caused by a road traffic event lies with the Lessee.

(4) Regardless of whether insurance has been accepted or not, the Lessee is liable for the total value of the repairs in the event of damage to the car or damage arising in connection with the car, and for the loss of use thereof.

(5) In the event of driving the vehicle under the influence of alcohol or narcotics, you are directly liable before the law should any events occur.

(6) The drivers declare that they are physically and legally qualified to use the vehicle described above.

EXCLUSIONS:

1. The rented vehicle shall be used exclusively for its intended purpose.
2. The rented vehicle shall not be used to transport passengers other than inside the vehicle.
3. The rented vehicle shall not be used to push, propel or tow another vehicle, trailer or any other object without the written permission of the LESSOR.
4. The rented vehicle shall not be used for any race or any competition.
5. The rented vehicle must not be used for unlawful purposes.
6. The LESSEE must not use the vehicle negligently.
7. The LESSEE must observe the mileage limit.
8. The COMPANY does not provide the LESSEE with a replacement vehicle in the event of a breakdown of the rented vehicle.

CHAPTER III — PRICE OF THE AGREEMENT AND METHODS OF PAYMENT

Art. 1 Price

(1) The price for renting the vehicle is:

- _____/day; a security deposit of _____ is payable.

(2) As methods of payment, the rent shall be paid in advance, as follows:

- In cash;

- By bank transfer.

(3) The amount stated in the agreement as the price does not include the value of any possible damage to the vehicle occurring during the rental period, or any fines, charges or penalties.

(4) The Lessee owes the price for the rental day, in the agreed amount, even if the Lessee does not use the rented vehicle.

(5) The SECURITY DEPOSIT varies depending on the type of vehicle and the location where it is driven / used.

* It will be withheld if any event occurs through the fault of the Lessee.

* IF THE FETEȘTI CROSSING (BRIDGE TOLL) IS USED AND NO PROOF OF PAYMENT OF THE BRIDGE TOLL IS PROVIDED, THE AMOUNT OF 500 RON (100 EURO OR 100 POUNDS) WILL BE WITHHELD.

* Partially withheld if the fuel tank is not returned as it was at the time the vehicle was handed over.

* If the car is returned dirty, both inside and outside, 100 RON will be withheld for cleaning.

(6) The CAR RESERVATION FEE amounts to 100 EURO (equivalent in RON, or 100 pounds).

(7) If the car is returned earlier than the term set out in the agreement, for personal reasons, THE DIFFERENCE IN MONEY FOR THE REMAINING DAYS WILL NOT BE REFUNDED.

CHAPTER IV — TERM OF THE AGREEMENT

Art. 1 Rental period

(1) The rental term is _____ days, starting on _____ at _____ and ending on _____ at _____.

(2) The minimum rental period is 3 days.

(3) The term of the agreement may be extended for further periods of time, by written agreement of the parties, by an addendum to this agreement, or upon proof of payment of the price per day.

Art. 2 Delay in returning the vehicle

(1) In the event of a delay of more than ____ hours beyond the agreed time (where the delay is not announced by telephone), the Lessor reserves the right to immediately notify the Police of car theft.

Art. 3 Disputes. Other final provisions

(1) This agreement was concluded today _____, the date of its signing. Any other addenda to this agreement shall be signed in the same number of counterparts, with a note thereof made in the margin of the agreement.

(2) Any dispute arising in connection with the performance of the agreement shall be settled by the competent courts at the registered office of the Lessor.

LESSOR _____

LESSEE _____

Art. 4 Protection of Personal Data and of Vehicle Geolocation Data

4.1. In order to be able to make available the requested vehicle model for rental, the Owner must process the following types of personal data: surname, first name, contact details, the data from the identity card and from the driving licence of the driver(s), and the vehicle model — for the purpose of the rental, and on the basis of its legal obligation to verify the existence of the right to drive and to provide this information to the state authorities in the event of traffic incidents (art. 6(1)(b) and art. 6(1)(c) of Regulation (EU) No 679/2016).

4.2. The Owner also processes data concerning the geolocation of the vehicle during the rental period, on the basis of its legitimate interest in ensuring that the vehicle is driven safely and that its integrity is not endangered (art. 6(1)(f) of Regulation (EU) No 679/2016). Should the Renter not wish their data to be processed in this manner, the Owner cannot make the requested vehicle available to the Renter.

4.3. Personal data is collected and processed for a period of 1 year, in order to be able to respond to any subsequent requests arising from the use of the vehicle (e.g. police, prosecutor's office, insurers, etc.). However, where damage to the vehicle occurs or the vehicle is involved in an incident during the rental period, the data will be stored for the period necessary to settle any disputes, claim files, etc., plus a period of 5 years from their conclusion. Insofar as Union or national law provides for a different storage period, the legal provisions shall prevail. Vehicle geolocation data is stored for a maximum period of 6 months and is accessed only where the integrity of the asset is endangered (theft, exceeding the contractual term, leaving the territory of Romania, disconnection of the tracking system) or in the event of failure to comply with contractual obligations.

4.4. The Owner does not sell, transfer, disclose or allow access to the Renter's personal data to third parties unconnected with its activity. For any purposes other than those relating to the performance of the agreement, the Owner may ask the User (or their representative) to complete and sign a Declaration of Consent for data processing.

4.5. The Renter has the right to request access to, rectification of, or restriction of the processing of their data, and may do so at any time by sending the request to _____. The Renter also has the right to lodge a complaint at any time regarding the way in which personal data is processed, with the Owner at the address above, with the National Supervisory Authority for Personal Data Processing, or with the courts.

LESSOR _____

LESSEE _____

ANNEX TO VEHICLE RENTAL AND HANDOVER AGREEMENT NO.

HANDOVER OF VEHICLE WITH REGISTRATION NUMBER _____

at the start of the rental

Handover date _____ time _____

Place of handover _____ Place agreed for return _____

Odometer at handover _____

It is hereby confirmed that the vehicle is handed over free of defects and in good technical and cosmetic condition.

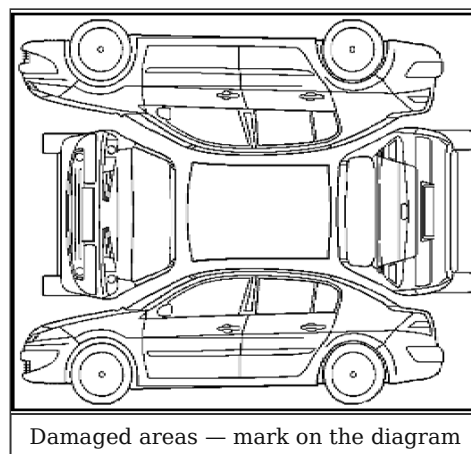
Fuel type: ☐ Diesel ☐ Petrol Quantity in tank ☐ 1 ☐ $\frac{3}{4}$ ☐ $\frac{1}{2}$ ☐ $\frac{1}{4}$ ☐ 0

The Lessee/User has taken note of and accepts that the Vehicle ☐ does not have FULL COVER insurance ☐ has FULL COVER insurance

Vehicle inventory (tick ☒ what is present):

- ☐ Jack, wheel wrench and spare wheel
- ☐ Compulsory third-party liability insurance (RCA)
- ☐ Vehicle registration certificate
- ☐ First-aid kit
- ☐ Warning triangle
- ☐ Floor mats

Remarks:



LESSOR _____

LESSEE _____

GAB auto rent — Bucharest, Romania
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