

General Rental Terms and Conditions

In these conditions the term Car hire means the lessor and the term Renter means the lessee

- 1. The Car hire shall deliver the car to the Renter at the time and place agreed in the reservation. The car shall be in good working order and in conformity with applicable legislation. If the the Car hire can not deliver the car as agreed in the reservation, the Renter shall be entitled to a reduction of the rent in proportion to the fault or omission, or the Renter shall be entitled to cancel the rental agreement. The Renter shall be entitled to claim compensation for direct loss and damage due to the delay.
- 2. The Renter shall take care of the rented car as carefully as a conscientious person does of his or her own vehicle. Inter alia the Renter shall control the quantity of engine oil and the tyre pressure. In case deficiencies occur, the Renter is obliged to take the appropriate measures.
- 3. Immediately after taking possession of the car the Renter shall report any damage, faults and defects to the office or agency that delivered the car.
- 4. The Renter shall return the car, including extra equipment and appliances, in the same condition as it was when delivered to the Renter.
- 5. The Renter, or the person whom he or she has designated as the driver, undertakes to drive the car only personally. The person designated as the driver may hand over the car to another person, or for being driven by somebody else, only on condition that such permission is explicitly granted in the rental agreement. The Renter must inform the person to whom he or she hands over the car in compliance with the rental terms and conditions of the content of the present rental agreement.
- 6. Any use of the car in contradiction with the law, or for other than ordinary purposes, such as towing, racing or training for racing, driving instruction or driving on ice outside officially marked ice roads, shall be prohibited.
- 7. When the car is parked, even for a brief moment, it must absolutely be locked.
- 8. During the rental period the Renter shall be responsible for the car and for its equipment. Up to the amount of the liability limit indicated in the rental agreement the Renter shall be liable to pay compensation as follows:
 - a) Pay compensation for any damage that the car or its equipment has suffered during the rental period,
 - b) reimburse the cost of any parts or extra equipment having disappeared from the car during the rental period,
 - c) pay the daily fee indicated in the rental agreement for the out-of-service period due to the damage, however not for more than 30 days. The out-of-service period shall begin from the day when the damage occurred.

To the extent chosen by the Renter he or she may reduce this liability by means of a separate special reduction fee (CDW,TP).

However, the special reduction fee shall not cover the following:

- Damage from falling snow, if there is a warning sign (shovelling snow from roofs),
- damage to the car tyres.

The special reduction fee shall not cover damage due to the following or to comparable reasons:

- Overloading,
- damage due to smoking or slashing,
- driving with empty tires,
- use of incorrect fuel,
- driving in spaces too narrow for the external dimensions of the car,
- driving outside roads, or in places not intended for car driving.

The Renter shall be fully liable for damage to the windshield, unless he or she has accepted a supplementary liability elimination fee (LI).

If any damage to the car or any loss or damage to the Car hire is the result of intentional action by the Renter, of gross negligence, of driving under the influence of alcohol or other drugs, or of using the car in contradiction with the provisions of item 6 above, or if the damage has occurred because the Renter has seriously infringed the present rental terms and conditions in some other manner, he or she shall be liable to compensate the Car hire for the full amount of the loss or damage.

The Renter shall be exempted from such liability, if the Car hire gets full compensation for the loss or damage from the other party's motor liability insurance, or from the person who caused the damage. The Renter shall be liable for all fines and other fees levied under criminal law and for any other fees imposed by public authorities, such as fines and petty fines imposed for speeding or for parking tickets.

- 9. If any natural or legal person or any corporation that is indicated to be the renter denies being bound by the rental agreement, the person having signed the agreement shall be liable for paying the rent and for any other contractual liabilities.
- 10. The Renter shall immediately report any defects of the car, as well as any damage or theft to the Car hire. In case of traffic accidents, theft or elk damage the Renter shall immediately make a report to the police. The Renter shall always submit to the Car hire a receipt by the police that the report has been made.
- 11. If any technical or other defect of the car occurs during the rental period, the Renter shall be entitled to request that the defect shall be repaired, or to claim a proportional rent reduction. If the defect is due to the condition of the car and if it is essential, the Renter shall be entitled to demand that the rental agreement shall be cancelled. However, the agreement shall not be cancelled, if the Car hire delivers another car within a reasonable period. The Renter shall be entitled to claim compensation for direct loss and damage that is the consequence of the fault or defect.

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- a) The car shall be returned to the agreed place at the end of the agreed rental period. Any changes of the time and place for returning the car shall be agreed with the Car hire in good time beforehand. The agreed rental period shall end when the car is returned to the Car hire, or when the Car hire is informed by the Renter that the car has been returned to a place approved by the Car hire.
- b) If the car is not returned at the end of the rental period and if no extension of that period has been agreed with the Car hire, the case will be reported to the police.
- c) If the Renter fails to comply with his or her obligations under item a) above, the Car hire shall be entitled to claim contractual daily rent for the days exceeding the rental period, and in addition reasonable compensation for any financial loss that the Car hire has suffered due to the negligence.
- 13. The Car hire shall be entitled to cancel the present agreement during the rental period, if it is evident that the Renter has committed essential infringements of the contract, or if the Car hire concludes that the Renter a) is not capable of fulfilling his or her contractual liability to pay the rent, or b) that the Renter is not capable of handling the car in an appropriate manner.

When the Car hire cancels the rental agreement the Renter shall return the car to the Car hire without delay.

14. It shall be prohibited to take the car outside the borders of the Republic of Finland without the Car hire's written permission. The Car hire shall have full freedom of granting or refusing such permission on a case by case basis, at the Car hire's own discretion.

- 15. If disputes cannot be solved by negotiations between the parties, the Renter (in case he/she is a private person) shall be entitled to submit the matter to the Consumer Complaint Board. If the dispute is submitted to a court of law, legal proceedings shall be initiated in the general court of first instance that has jurisdiction at the Car hire's registered office. However, the Renter (in case he/she is a private person) shall also be entitled to initiate legal proceedings in the court of first instance that has jurisdiction at his or her domicile.
- 16. For purposes of its business operations Avis maintains a customer database containing the personal data set out in the present rental agreement. Avis is part of the global Avis Rent a Car system and Avis shall be entitled to transmit from time to time personal data contained in the rental agreement to other operators belonging to the Avis Rent a Car system, both within and outside Europe. Avis shall also be entitled to transmit such data to other operators within the Avis Europe group. At any time the Renter shall be entitled to examine his or her personal data by contacting the Avis customer service and the Renter shall be entitled to request any updating of those data that the Renter desires.

Avis enters the Renter's personal data from the rental agreement in Avis' customer database. Avis shall be entitled to use from time to time these personal data for purposes in relation to Avis' services, such a information about those services and for direct marketing.