Pick-up and return of cars at Kopli 103, Tallinn is carried out Mon-Fri 8.30-17.00.

You can receive and return the car at our office at Kopli 103, Tallinn.

A driver's license and passport/ID are required to rent.

We can only enter into a rental agreement with a person who holds a valid driver's license and has presented us with a driver's license in their name at the beginning of the rental period. If at the beginning of the rental period it turns out that your driving license is invalid, we will not be able to release the car.

The Kaskokindlustus deductible for an accident is 450 euros for passenger cars and 500 euros for minibuses/vans.

In the event of a technical breakdown of the vehicle, we do not cover the costs of trip interruption (hotel booking, costs of continuing the trip/returning home, etc.). If the technical malfunction is not caused by the client's negligence, we will cover the costs of returning the car home. We definitely recommend taking out travel insurance that also includes trip interruption protection, in which case your insurer will cover the costs of potential trip interruption.

If your driving license was issued outside the European Union, you may need an international driving license in addition to your national driving license to drive a vehicle in Estonia. If you are unsure whether your national driving license is valid in Estonia, please let us know when booking your car to avoid any confusion later. If your national driving license is not valid in Estonia and you do not have an international driving license, unfortunately we will not be able to issue you a car.

You can check whether and under what conditions your driving license is valid in Estonia on the Transport Agency website >

The vehicle is handed over to the Lessee with a full fuel tank and must be returned with a full fuel tank.

Car washing and interior dry cleaning are included in the rental price. If dry cleaning of the interior is required when returning the car, you must pay 200 euros for it.

It is prohibited to transport a vehicle across the state border of the Republic of Estonia without the written permission of the lessor.

Fines received during the rental period are also subject to retroactive collection. Fines that the Tenant fails to pay on time will be collected twice later.

Smoking and drinking alcohol are prohibited in the rented car. Failure to comply with the ban will result in a fine of 200 euros plus car wash costs.

## 1. GENERAL TERMS AND CONDITIONS

1.1 The Rental Agreement commences as of the moment of signing and terminates upon the return of the Vehicle to the place and time of return specified in the Agreement in the absence of claims and in case of any claims, until the claims are satisfied.

1.2 The Rental Day is 24 hours as of the start time of the Vehicle Rental Period. Each subsequent Rental Day starts on each subsequent day when the start time of the rental of the Vehicle is exceeded.

1.3 Fuel is not included in the Rent. The Vehicle is handed over to the Renter with a full fuel tank and the Renter is obliged to return the Vehicle with a full fuel tank. Upon return of the Vehicle with a fuel tank which is not fully filled with the fuel prescribed for that vehicle, the Renter shall pay the refueling fee of EUR 15 and the cost of the missing fuel is 2,50 euros per liter.

1.4 It is prohibited to smoke and consume alcohol in the Rental Car. If this prohibition is not disregarded, the Lessor shall have the right to demand a contractual penalty of EUR 200 from the Renter, plus the costs of cleaning the Vehicle.

1.5 If the Vehicle's cabin needs dry cleaning upon return, the Renter undertakes to pay EUR 200 for dry cleaning.

1.6 The Vehicle may only be used in the countries specified in the Agreement. In the event of violation of this clause, the Lessor has the right to demand a contractual penalty of EUR 1,000 from the Renter, plus the costs of returning the Vehicle.

1.7 If weather conditions, darkness, place and/or time of return of the Vehicle do not allow the Lessor to detect the missing parts of the Vehicle and/or damages to the Vehicle and/or its parts during the Rental Period, or if the detection is made difficult due to the location of the Vehicle's lubrication, location of injuries and/or the initial location of the missing parts, the Lessor shall have the right to claim compensation for damage caused to the Renter within 72 hours after the adoption of the Vehicle, provided that the Vehicle has not been re-rented during that period.

1.8 Damage caused by a failure of the Vehicle and other damage (accident, traffic accident, cancellation or interruption of a trip, damage arising from work or failure to perform other obligations between the Renter or an additional driver and a third party) shall not be carried out by the Lessor. These costs are borne by the Lessee and this is a rental risk.

## 2. RENTER'S OBLIGATIONS

2.1 Upon belated payment of the Rental, the Renter is obliged to pay an interest on 0.26% of the outstanding amount per day.

2.2 The Renter is obliged to review the Vehicle before being put into service, to verify its compatibility and condition, and to make a corresponding notation to the Rental Agreement. The signature on the Agreement means that there are no complaints.

2.3 The Renter undertakes to use the Vehicle in accordance with the manufacturer's instructions and good practices, as well as to comply with the applicable legislation.

2.4 The Renter is obliged to take care of the Vehicle in a prudent manner and to eliminate the deficiencies occurred under the the conditions set out in Subsection 345 (1) of the Law of Obligations Act (to bear the costs).

2.5 The Renter is obliged not to use the Vehicle for illegal activities or unlawful purposes, as well as for the provision of taxi or ride-sharing services, towing, car racing, training, etc. Otherwise, the Lessor has the right to demand a contractual penalty of EUR 1,000 from the Renter and a compensation for the damage caused. 2.6 The Renter is obliged to use the Vehicle exclusively on roads which are deemed roads within the meaning of the Traffic Act.

2.7 The Renter is obliged not to provide the Vehicle for use by any third parties without the permission of the Lessor. Upon transfer of the Vehicle to a third party, the Renter shall remain responsible for the Vehicle.

2.8 The Renter or an driver is required to make sure that the Vehicle is in a technical condition before each drive and to monitor the technical state of the Vehicle while driving. In the event of a technical failure, to interrupt the driving until the error is remedied. The Renter has an obligation to check the presence of oils and other liquids in the systems. If the damage to the Vehicle is due to a shortage or lack of oils or other liquids in the system, all costs related to the repair of the Vehicle shall be borne by the Renter.

2.9 The Renter is obliged to refuel the Vehicle only with high-quality fuel intended for the Vehicle. The Renter shall bear the damage caused by the substandard fuel.

2.10 The Renter is obliged to make every decision to prevent damage to the Renter and to any third parties.

2.11 In the event of a traffic accident, theft, vandalism, etc., the Renter shall immediately inform the Renter of the occurred situation. If this is a situation in which the Renter has a statutory obligation to notify the rescue board or the police of the accident, the Renter is obliged to do so.

2.12 The Renter is obliged to return the Vehicle at the specified time at the end of the Rental Period specified in the Agreement. The Vehicle must not be abandoned. Upon the unduly return of the Vehicle, the Renter is obliged to pay the Rent for the belated time on the basis of a rate that is three times higher and the Renter shall be liable for the economic damage caused to the Lessor due to the delay. Upon the return of the Vehicle outside the opening hours of the Lessor and/or return the keys and documents to the "key box", the Renter shall be liable for the Vehicle until the direct possession of the Vehicle has been taken over. Direct possession is deemed to have been accepted by the Lessor if the Lessor has received the keys of the Vehicle and has been able to review the Vehicle.

2.13 In the event of damage to the Lessor and/or to third parties or upon loss of documents or objects, the Renter is required to provide the Lessor with a written explanation of what happened no later than 24 hours later.

2.14 The Renter undertakes to immediately pay all financial claims and obligations arising from this Agreement at the request of the Lessor. Immediate performance of financial claims is not suspended nor impeded by the processing of a misdemeanour, criminal nor insurance event. Payment of any damage shall not exempt the Renter from payment of the rental fee for the days on which the amount of the damage was explained and the situation prior to the occurrence of the damage was restored.

# 3. RENTER'S LIABILITY

3.1 The Renter shall bear the damage caused by a traffic accident or unlawful conduct of a third party to the extent that the insurance (including the excess rate) is not borne by the insurance. The amount of the excess is indicated in the Rental Agreement. If the insurance company refuses to pay the insurance indemnity or if the loss event is not an insurance event, the Renter undertakes to indemnify the Rental Company for all damages caused.

3.2 The Renter shall be fully responsible for all missing or changed parts and accessories of the Vehicle.

3.3 If the Vehicle is damaged by himself/herself or third parties, the Renter will also bear the damages.

3.4 If the Renter or driver has intentionally caused damage to the Lessor or a third party by his / her act (act or omission), the Renter shall bear the damage in full.

3.5 The Renter shall fully bear the damage caused if the Vehicle has been driven with a missing or invalid driver's license, under the influence of alcohol or with signs of its use, in a state of fatigue or under the influence of any narcotic substance.

3.6 If the Renter transfers the Vehicle to a third party, the Renter shall fully bear the damage caused to the Lessor or third parties.

3.7 If the Vehicle is stolen, misappropriated or robbed, the Renter's excessis 20% of the full value of the rented Vehicle plus two months' Rent if the Renter returns the Vehicle documents, keys and signalling remote control to the Lessor. If, in the case specified in this clause, the Renter does not return the vehicle documents, signalling remote control and keys to the Lessor, the Renter shall be liable to the full value of the Vehicle and undertakes to indemnify the damage caused to the Lessor. If the Vehicle has left the Lessee's possession by fraud, the Renter is liable to the Lessor in the amount of the full value of the Vehicle plus two months' Rent.

3.8 The Renter is obliged to pay the Rent for 1 day of repairs for the time spent to eliminate the damages caused to the Vehicle (for the repair work) = 1 day for the use of the Vehicle, but no more than 30 days.

3.9 For the return of the Vehicle documents, keys and a broken tyre and / or rim, or an incompletely equipped Vehicle, the Renter shall indemnify the Lessor for all the costs of replacing the missing or broken items.

3.10 The Renter is obliged to pay all fines, claims and contractual penalties in case of violations caused by the use of the property in compliance with the procedure provided by law and the Lessor's valid price list. Fines and claims paid by the Lessor on behalf of the Renter shall be paid by the Renter to the Lessor to a double extent.

3.11 If the Renter participates in a traffic accident with the Vehicle, due to which the Renter's insurance risk coefficient increases, the Renter shall pay a one-off contractual penalty of EUR 150 in addition to the excess.

## 4. LESSOR'S RIGHTS

4.1 The Lessor has the right to check the condition of the Vehicle and its maintenance.

4.2 The Lessor has the right to monitor the movement and use of the Vehicle by means of a monitoring device installed in the Vehicle. The monitoring device transmits the collected data to a third-party service provider that makes the data available to the Lessor.

4.3 The Lessor determines the place, the time, the conditions, and the scope of the repair works regardless of the location of the Vehicle.

4.4 The Lessor has the right to cancel the Vehicle rental, terminate the Rental Agreement and demand immediate return of the Vehicle if the Renter or another driver raises suspicion, violates the terms of the Rental Agreement, fails to operate the Rental Vehicle, has provided false information, uses the Vehicle maliciously, circumstances that may endanger the interests of the Vehicle or the Lessor.

#### 5. DATA PROCESSING

5.1 By signing the Agreement, the Renter allows to store and process his/her personal data and the data arising from the Agreement according to the Lessor's needs which include statistical analysis, creditworthiness control and protection of the Lessor's assets. In the event of a breach of the Agreement by the Renter, the Lessor may disclose this information and forward it to any third parties as necessary to eliminate the damage caused to the Lessor or to exclude the occurrence of damages in the future.

5.2 The Renter agrees to the transfer of the following personal data published by them to ELME Trans OÜ: name, personal identification code, date and amount of the occurrence and termination of the payment default to Creditinfo Eesti AS and allows the processing of the listed data in the Credit Register managed by Creditinfo Eesti AS. The right to transfer the Renter's data to Creditinfo Eesti AS arises if the Renter has an unfulfilled financial obligation stemming from this Agreement.