

AMBER
DRIVE

READY TO RENT

Terms & conditions

TIPS FOR A SMOOTH RENTAL PROCESS:

BEFORE



Before driving away, make sure to examine your vehicle for any pre-existing damages and cross-check if they are mentioned in your rental agreement. If you discover any unlisted damages, notify an Amber Drive employee promptly so that they can document them.

DURING



Return the vehicle with a full tank of fuel.

The contract specifies the rate of **€3.00 / litre** that you will be charged if you fail to refill the fuel tank.



Please don't smoke in the vehicle.

AFTER



Inspect the boot, glove box, center console, and under the seats for any personal belongings, before returning the vehicle.



The fuel, mileage, and any damages will be recorded by an Amber Drive employee.

If you have any questions:



- please call + 43 664 188 9907



- or write to us at info@amberdrive.eu

1. TERMS USED IN THE CONTRACT

1. **The Contract** is this Vehicle Rental Contract, which consists of the General Conditions and the Special Conditions, as well as the Annexes (the Acceptance and Transfer Certificate).
2. **"Vehicle"** means the car referred to in the Special Conditions of this Contract, which the Lessor transfers to the Lessee for the Lessee's possession and use in accordance with the Contract.
3. **The Lessor** is UAB "Amber drive" (company/k 306253892, address: J. Tiškevičiaus g. 26A, LT-02231 Vilnius).
4. **Lessee** - A natural or legal person who, by virtue of the Contract, acquires the right to own and use the Vehicle.
5. **Act** - The act of handing over and accepting the vehicle.
6. **Party** - the Lessor or the Lessee separately.
7. **The parties** are the Lessor and the Tenant together.
8. **Security Deposit** means a sum of money of an amount specified in the Special Conditions of the Contract to ensure the proper performance of the obligations assumed by the Lessee in the Contract.
9. **Rental Fee** - the fee payable by the Lessee to the Lessor for the rental of the Vehicle, the amount of which is set out in the Special Conditions of the Contract.
10. **Rental Term** - the period of time specified in the Special Conditions of the Contract during which the Lessee is granted the right to temporarily own and use the Vehicle in consideration of the Rental Fee.

2. SUBJECT MATTER OF THE CONTRACT

Subject to the terms and conditions of this Agreement, the Lessor undertakes to provide the Lessee with temporary possession and use of the Vehicle as specified in the Special Terms and Conditions of this Agreement, and the Lessee accepts the Vehicle and undertakes to pay the Rental Fee on time and to return the Vehicle on time to the location specified in the Special Terms and Conditions of this Agreement.

The Lessor undertakes to provide a roadworthy, roadworthy Vehicle, insured with compulsory third party liability insurance.

The Lessee undertakes to pay to the Lessor all the agreed fees in accordance with

the rates specified in the Agreement and:

1. Rent a Vehicle.
2. Pay all amounts agreed in the Contract.
3. Pay all related administration fees, premiums, theft and damage costs, levies, parking, traffic or other fines or charges, court costs and/or other charges (if any).

The Lessee has been informed that the Vehicle is equipped with telemetry equipment and by signing this Agreement the Lessee confirms that he/she has no claims in this respect.

The Parties agree that the Vehicle shall be rented for the Rental Period chosen by the Lessee and specified in the Special Conditions of this Agreement, starting from the date specified in the Special Conditions of this Agreement.

3. PAYMENT ARRANGEMENTS

Unless otherwise agreed by the Parties in the Special Conditions of this Agreement, the Vehicle Rental Fee and the Security Deposit shall be paid in advance prior to the handover of the Vehicle, i.e. on the date of signing the Agreement.

If the Lessee reserves the Vehicle, the Lessee must pay the reservation fee. The reservation fee shall be paid by the Lessee to the Lessor at the time of reservation of the Vehicle and at the time of signing the Agreement. The Lessee may cancel the reservation free of charge up to 30 days prior to the commencement date of the rental. If the Lessee cancels the reservation less than 30 days prior to the commencement date of the rental, the Lessee retains the reservation fee amount as a cancellation fee.

The Lessee can provide the Lessor with a valid credit card issued in his/her own name, which will be used for authorization, i.e. the amount of the Deposit is reserved in the credit card account. The amount of the Deposit is between EUR 200 and EUR 1,700, depending on the value of the Vehicle and the selected insurance package. Cash, wire transfers, bank transfers, credit and debit cards and cryptocurrency are accepted for the payment of the Deposit and the Rental Fee. The Deposit is intended to ensure the compensation for any damage to the Vehicle or loss of the Vehicle by the Lessee.

If the Lessee returns the Vehicle to the Lessor in the same condition as the Vehicle was at the time of its delivery to the Lessee and no defects in the Vehicle, defects in the Vehicle's equipment or any other breaches of the Contract have been found,

the amount of the Deposit shall be refunded in accordance with the requirements and terms of the bank that issued the Lessee's credit card, i.e., the Deposit shall be cancelled by the issuing bank. The Deposit shall not be included in the Rental Fee

The rental fee includes delivery and return costs, 250 km of mileage per day, up to 4,000 km of mileage per month, plus taxes and compulsory third-party liability insurance. Costs related to additional services such as fuel, tolls, upgraded and additional insurance and charges for additional services such as child seats and additional drivers are not included in the Rental Fee.

The Lessee is fully responsible for the ownership and accuracy of his/her payment card details. In the event of any urgent changes, the Lessee must inform the Lessor immediately by email or telephone.

4. TRANSFER AND RETURN OF THE VEHICLE

By signing the "Transfer of Vehicle" section of the Deed, the Lessee acknowledges receipt of the Vehicle in good order and condition, together with all additional attachments, as well as all the documents and parts of the Vehicle normally found in a vehicle of the same make, or required to be found in such a vehicle by the law, even if such documents and parts are not listed separately.

By signing the "Return of Vehicle" section of the Deed, the Lessee confirms that it is returning the Vehicle to the Lessor. If the signature of the Lessor's representative is not present in the "Return of Vehicle" section of the Deed, it shall be deemed that the Lessee has not returned the Vehicle to the Lessor.

The Lessee must return the Vehicle in the same technical condition and configuration as when it was rented, taking into account the natural wear and tear of the Vehicle in relation to the distance travelled and the Rental Period. The Vehicle shall be presumed to be in good condition and condition of the Vehicle, unless defects and deficiencies in the Vehicle's condition and condition of the Vehicle are specified in the "Handover of the Vehicle" section of the Deed signed by both Parties.

The Lessor shall hand over to the Lessee the Vehicle in a roadworthy condition and fit for its intended use, with a full tank of fuel, a clean body and interior, and it shall be returned to the Lessor in the same condition and with a full tank of fuel. If the Lessee returns the Vehicle not with a full tank of fuel, the Lessee shall pay the Lessor EUR 3.00 for each litre of fuel missing. The Lessee may, before hiring the Vehicle, purchase a full tank of fuel at a price that is competitive with local prices at petrol stations and return the Vehicle to the Hirer with an empty tank of fuel. In this case, no refund shall be made to the Lessee for unused fuel.

Minimum rental period - 24 hours. The Vehicle shall be collected and returned at the time and place agreed in the Special Conditions of this Agreement, unless otherwise agreed in advance by the Parties.

For each part day of rental, a full day's Vehicle Rental Fee is charged. The maximum time allowed for late return of the Vehicle is 1 hour.

If the Lessee returns the Vehicle before the return date specified in the Special Conditions of the Contract, the Lessee shall still be obliged to pay the Lessor the full amount of the Rental Fee specified in the Special Conditions of the Contract.

The lease term may be extended with the express and unambiguous written permission of the Lessor.

5. CONDITIONS FOR USING THE VEHICLE

The Lessor undertakes to ensure that the Vehicle is in good repair and fit for use and service for its intended purpose, taking into account normal and usual wear and tear of the Vehicle.

The Lessee must provide: a valid identity document (passport or ID card) and a valid driver's licence required to legally drive the Vehicle in the relevant category.

The Lessee must be at least 20 years old and have at least one (1) year of driving experience.

The maximum daily mileage of the Vehicle is 250 kilometres. The maximum mileage per month is 4,000 kilometres. If the Lessee exceeds the maximum mileage of the Vehicle per day or per month, the Lessee shall be obliged to pay to the Lessor EUR 1.00/km for each kilometer exceeded for luxury cars, EUR 0.50/km for mid-class cars and EUR 0.30/km for economy cars.

When using the Vehicle, the Lessee shall , inter alia:

1. must drive with care, diligence, courtesy and safety, with respect for other road users and persons, taking all necessary precautions and without endangering the safety of other road users, other persons or their property or the environment;
2. act as a reasonably careful, prudent, responsible and informed person and use the vehicle only for its intended purpose;
3. be sober (not exceeding 0.40 per mg) and not under the influence of psychoactive substances;

5. must refrain from driving the Vehicle if he/she is ill or tired and driving may endanger road safety or for any other reason that prevents him/her from safely using the Vehicle in accordance with the law;
6. shall not be entitled to transfer the driving, possession or use of the Vehicle to other persons who are not entitled to drive a vehicle of that type and shall not be entitled to sublet the Vehicle;
7. may not disassemble, repair or modify the Vehicle;
8. must comply with the other requirements applicable to the categories of Vehicles he/she is entitled to drive, as stated on his/her driving licence;
9. shall not carry explosive, flammable, toxic or life or health threatening substances, etc. in the Vehicle, or use heating appliances, open flames or other sources of fire in or around the Vehicle;
10. You must not use the Vehicle for any purpose for which it is not designed or adapted (e.g. transporting goods or using the Vehicle in a heavy load mode (for carrying heavy goods, etc.), transporting larger animals, or driving in forests, water bodies or other impassable areas.
11. shall not use the Vehicle as a training vehicle and/or to tow other vehicles;
12. must obey the rules of the road;
13. may not use the Vehicle in races, competitions or for any other sporting or racing purposes;
14. You are not allowed to use the Vehicle for activities that are prohibited by law or for which the law imposes special requirements (e.g. taxi, shuttle service);
15. shall keep and preserve the Vehicle, including its contents, and shall take all reasonable measures to ensure the safety of the Vehicle (i.e., lock the Vehicle, close the windows, turn off the lights and the stereo, etc.);
16. must ensure that the Vehicle is smoke-free;
17. must ensure that small animals are transported in a specially adapted transport box;
18. must comply with other legal requirements.
19. Vehicles can only be operated in the territory of the Schengen Area. Departure to other territories is strictly prohibited, unless the Lessor gives the Lessee express written permission. The Lessee further acknowledges that he/she is aware that any breach of the provisions of this clause may invalidate the insurance cover of the Vehicle.

6. ACCOUNTABILITY

The Lessee, as the operator of the source of the greater danger, assumes full responsibility for any breach of the provisions of this Agreement, breaches of legislation and damage caused to the Lessor, the Vehicle and/or third parties during the entire period of the Rental Period of the Vehicle. The Lessee shall be responsible for the safety, health, life, damage, destruction or loss of the property of persons using the Vehicle together with the Lessee (e.g. passengers), as well as for damage, destruction or loss of his/her own property or the property of other persons, unless otherwise provided for by the applicable law.

The damage/loss suffered by the Lessor includes (but is not limited to):

1. damage to the Vehicle (including diminution in value), its parts and the property of the Lessor or others contained therein, including the Vehicle's accessories;
2. all costs related to the transport, storage, cleaning, parking and repair of the Vehicle (both those actually incurred and those not incurred but identified and assessed by an independent damage assessor as necessary to repair the Vehicle);
3. costs associated with assessing, detecting, regulating and administering damage;
4. debt recovery costs;
5. damage to the Lessor's reputation, goodwill and brand and trade name, corporate principles, and social image;
6. indirect losses (e.g. loss of income, vehicle downtime);
7. Without limiting the application of any provision of this Agreement, the Lessee will be fully liable for damage to the Vehicle:
8. if the Vehicle, its accessories or parts thereof are stolen or the Vehicle, its accessories or parts thereof are damaged as a result of the Lessee leaving the windows, sunroof, doors unlocked, etc. open;
9. theft of or damage to the Vehicle or its parts by persons who have used the Vehicle with the Hirer or with the Hirer's knowledge and consent.
10. The Lessee shall not be liable for damage to the Vehicle, the Lessor or other persons when:
11. such breaches or damage are caused by the fault of the Lessor and/or third parties (except for the fault of third parties referred to in Clause 6.5 of the General Conditions of this Agreement, for which the Lessee shall be

responsible);

12. there are other lawful grounds limiting or excluding the Lessee's liability (e.g. force majeure, acts of state, etc.);
13. Vehicle breakdowns are the result of previous use of the Vehicle or normal wear and tear;
14. In the event that a breach of the provisions of the Contract or other acts referred to therein is committed and/or damage to the Lessor and/or other persons, including the Lessee, is caused by a third party to whom the Lessee, by its active or passive acts and/or omissions, directly or indirectly, intentionally or negligently, permits, consents to, transfers or otherwise enables, or enables or otherwise creates the conditions for, or fails to prevent, a third person or group of third persons to enter into, operate and/or otherwise use the Vehicle:
15. The Lessee shall bear all risks, liability and damages for breaches of the provisions of this Agreement, breaches of the law and/or damage caused to the Lessor and/or third parties by the acts or omissions of third parties;
16. damages, other measures of liability and all their consequences shall be applied to the Lessee, assuming that such acts and breaches have been committed and the damage caused by the Lessee;
17. all other consequences of such acts and omissions shall apply to the Lessee, assuming that such acts/omissions were committed by the Lessee.

7. INSURANCE

- The vehicle is covered by compulsory third party liability insurance. All insurance documents are inside the vehicle.
- The Lessee undertakes to comply with the requirements of the insurance rules applicable to the driver of the Vehicle.
- If the Vehicle is damaged or destroyed during the rental period and if other third parties are injured, the Lessee will be liable for compensation for damages caused to the Lessee and/or other third parties to the extent that they are not covered by insurance under the compulsory third party liability insurance, if applicable to the event.

- By entering into this Agreement, the Lessee confirms that he/she has read and understood the Rules of Compulsory Third Party Liability Insurance Policies, the Conditions of Insurance of the Vehicle, and the Exclusions of Insured Events.
- In the event of loss, theft or damage to the Vehicle, the Lessee may be liable to pay the Contract Deductible (franchise), which includes all taxes, and to pay the Lessee's theft handling fee.
- If the Lessee drives the Vehicle while drunk (exceeding the permissible limit of 0.50 per mg) or under the influence of narcotic and/or psychotropic substances, the insurance of the Vehicle shall not be valid and, in the event of an accident, the Lessee shall be liable to the Lessor and to third parties for all damages (including non-pecuniary damages) in connection with the traffic accident.
- The Lessee can purchase an enhanced insurance package from the Lessor, which will reduce the insurance deductible in the event of theft and other damage. The Lessee may purchase an additional package to the standard or enhanced insurance package to cover damage to tyres, rims, windscreen, windows and other damages.

8. THEFT, DAMAGE AND TRAFFIC ACCIDENTS

In the event of an accident, the Lessee shall be obliged to duly record the accident and to fulfil at least the obligations set out in the Law on Compulsory Civil Liability Insurance of the Operators of Motor Vehicles of the Republic of Croatia, i.e.:

Take all available and reasonable measures to minimise any damage, and take all necessary measures to provide medical assistance (if necessary) and protect property as far as possible;

1. report the accident immediately to the police and, if necessary, to the ambulance service (in the country where you are at the time), and follow all their instructions;
2. complete the accident report by drawing a diagram of the accident, describing the circumstances of the accident and submitting it for signature by all those involved in the accident;
3. provide the other parties involved in the accident with the information they need to identify the insurance company that insures you against civil liability;
4. immediately notify the Lessor of the accident by email or telephone.

5. In the event of any accident, all documents and certificates drawn up by the police and other parties, accident declarations and certificates from transport companies are the basis for paying insurance claims and for accusing third parties of causing the damage. The Lessee undertakes to use its best endeavours to ensure that all such documents and facts are properly prepared and described.
6. If the Vehicle breaks down, the Vehicle's dashboard warning signals sound, suspicious extraneous noises are heard or the Vehicle cannot be safely operated and used any longer, the Lessee must immediately (i) cease use of the Vehicle, (ii) notify the Lessee by 24/7 contact phone, WhatsApp, Telegram, Facebook, Instagram or email, and (iii) comply with the other instructions of the Rental.
7. If the Vehicle is seized by the authorities during the rental period, the Lessee is obliged to pay (unless the seizure is due to the Lessee's negligence or the Lessee's violation of the Agreement or the law):
 8. any costs incurred by the Lessor as a result of such confiscation;
 9. loss of any rental income until the Vehicle can be rented to someone else;
 10. event handling fee.
11. The Lessor shall not be liable for any loss or damage to the property of the Lessee left in the Vehicle.

9. PENALTIES

The Lessee or other persons to whom the Lessee makes the Vehicle available for use by the Lessee in breach of the provisions set out in the General Conditions of the Contract may be subject to the following penalties:

1. for allowing third parties to use the Vehicle and/or transferring it for driving, controlling or otherwise giving access to the Vehicle to third parties who do not have the right to drive a Vehicle of this type - **€ 500**.
2. **€100 for lost car keys**, plus all the costs of buying and programming a new key.
3. for a vehicle wash that requires additional washing (without chemical washing) - **€30**.
4. for a vehicle deflating that requires additional washing (with chemical washing) - **€150**.
5. **€150 for damage** to a tyre that is beyond repair.
6. **€250 for smoking** inside the car.

7. **€400 for dangerous**, hooligan or reckless driving.
8. **for driving under the influence of alcohol exceeding** the legal limit (over 0.4 per mg), drugs or other psychoactive substances (drunkenness and intoxication are understood as defined by the legislation) or for transferring the vehicle to a third party to drive, control or otherwise give the opportunity to use it - **€1000**.
9. **€500 for refuelling a vehicle** with the wrong type of fuel.
10. **€500 for failing or delaying to report an accident involving a vehicle**.
11. For violation of traffic rules (parking, speeding, etc.), the Lessee must pay the Lessor an administrative fee of **€20** and pay any fines received during the Rental Period.

10. ADDITIONAL VEHICLE AMENITIES

- The Lessee may instruct the Rental Company to provide an additional driver. The additional driver shall be bound by and shall comply with all the terms of this Agreement when operating the Vehicle. The Lessee shall be charged an additional fee of **EUR 4.00** per day for the additional driver, the details of which shall be specified in the Special Conditions of the Vehicle Rental Agreement, only if the additional driver presents a valid driver's license and is at least **20 years old**.
- The Lessee can additionally rent baby seats, highchairs and booster seats from the Lessor for a fee of **EUR 7.00 per day**.
- The vehicle can be delivered to the location requested by the Lessee. The Lessee may come to collect the Vehicle from a location specified by the Lessee. The delivery and collection of the Vehicle shall be at the Lessee's request and by prior arrangement with the Rental Company. For delivery and collection of the Vehicle, the Lessee shall be charged an additional fee, depending on the distance to the location specified by the Lessee.
- The Lessee can additionally purchase an internet service in the Vehicle for a fee of **EUR 5.00/day**.

11. VALIDITY AND TERMINATION

- The Agreement shall enter into force on the date of signature and shall remain in force until the obligations of the Lessor and the Tenant have been fully and duly

fulfilled. The provisions of the Contract regarding forfeiture of the Reservation Fee and indemnification shall apply from the moment of reservation of the Vehicle. The Lessee acknowledges that he/she has read them at the time of booking the Vehicle.

- The Lessee undertakes to perform in a timely and proper manner the obligations under this Agreement and to indemnify the Lessor against all expenses and damages incurred by the Lessor.
- The Lessor shall have the right to terminate this Agreement at any time if the Lessee breaches any of the terms and conditions of this Agreement.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

- Any dispute, controversy or claim arising out of or relating to this Agreement, its breach, termination and/or validity shall be resolved in the first instance by bilateral negotiations on the basis of the principles of fairness, reasonableness and equity. In the event that the Parties are unable to reach an agreement by negotiation within 20 (twenty) days, or if either Party decides that it is impractical to continue negotiations, the dispute, disagreement or claim shall be finally settled by the courts of the Republic of Lithuania in the place where the Lessor has its registered office (contractual venue).
- The substantive law of the Republic of Lithuania shall apply to the formation, performance, termination, interpretation and settlement of disputes.

13. USE OF DATA

- The Lessor undertakes to process the Lessee's personal data in accordance with the applicable data protection laws, including but not limited to the EU General Data Protection Regulation (EU) 2016/679.

14. OTHER PROVISIONS

- Additions to the Contract and Annexes to the Contract, including the Act, shall be valid only if approved in writing by both Parties.
- If any provision of the Contract is contrary to the laws of the Republic of Lithuania or becomes partially or wholly invalid for any reason, it shall not invalidate the remaining provisions of the Contract.

- The General Terms and Conditions may be amended in case of changes in the legislation of the Republic of Lithuania and/or on the Lessor's initiative, by informing the Lessee by e-mail specified in this Contract 30 calendar days in advance.
- The Agreement shall be drawn up in the Lithuanian language, in 2 copies, one for each of the Parties, each having equal legal force. The Deed, which shall be considered as an annex to the Contract, shall form an integral part of this Contract.

Lessor:**UAB "Amber drive"**

(name of the legal entity)

306253892

(Legal entity code)

Swedbank LT847300010176382277

(Bank name and bank account no.)

+43 664 188 9907

(Tel. no.)

info@amberdrive.eu

(Email)

Responsible person:

James Cody - Director

(Name and title)

(Signature)

Lessee:

(name, surname or name of the legal entity)

(personal identification number or legal entity code)

(Bank name and bank account no.)

(Tel. no.)

(Email)

Responsible person:

(Name and title)

(Signature)