

**Term 1 – Definitions and the start of the agreement**

1.1. The following concepts in these Terms and Conditions will be defined as followed:

**Rentor:** Auto Mertens, Located in Bakel and Gemert.

**Car:** the car which is rented by the rentee of the rentor, including any accessories in the broadest sense of the word.

**Car driver:** the person who actually controls the car.

**Rental day:** The 24-hour continuous period, where the rentor can utilize an indulgence of 29 minutes. A rental day starts at 8:00am, where the rentee can use a different starting time for the rental day.

**Rentee:** the natural person or legal person by whom/on who's name the rental agreement is signed.

**Rental agreement:** the agreement concluded by rentor and rentee in accordance to a by the rentor utilized model, on which grounds a car is being provided by the rentor to the rentee.

1.2. The rental agreement will be physically written, unless a different way of agreeing is agreed to by both parties. Rentor has the right to refuse providing a car to a future rentee at all times without the need of giving an explanation of the refusal.

1.3. If the rental agreement is concluded orally, notwithstanding the previous paragraph, the agreement starts at the moment the car is being provided by the rentor to the rentee. At the moment the envelope with the car keys is opened, the agreement is concluded. Consequently, these General Terms and Conditions are applicable.

1.4. Only with the written permission of the rentor the terms of the General Terms and Conditions can be waived or deviated.

1.5. In case of extension of the rental agreements all the terms will remain in effect, unless rentor and rentee agreed differently.

**Term 2 – Obligations rentee**

2.1. Rentee has to take care of the car as a good rentee. Moreover, the rentee is held to return the car in good and unaltered state in accordance to the description in the rental agreement. The rentee has to return the car at the time and place that are discussed with the rentor. All accessories, keys, license plates and other documents must be returned too. It is prohibited to use the car for a law-violated purpose or purpose, for which the car is unsuitable.

2.2. In the sense of terms 2.1. of these General Terms and Conditions, the following – but not exclusively – is prohibited: pushing or pulling the car or a trailer (pulling a car or trailer is allowed if the car is equipped with a coupling hook and the rentee has mentioned he will utilize the coupling hook), being a part of races and/or rallies, driving the car through an area where the green card (in Dutch: de groene kaart) is not covered, driving the car while the car driver has not passed the age of 21 yet and thereby has not been in the possession of a drivers license for a year and utilizing the car with another car driver than the one who is supposed to be the car driver in the sense of term 1.

2.3. The car can exclusively be used in the following countries: Andorra, Belgium, Denmark, Germany, Finland, France (European part), Hungary, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands (European part), Norway, Monaco, Austria, Croatia, Poland, Portugal, San Marino, Slovenia, Slovakia, Spain (not allowed in Melilla and Ceuta), the Czech Republic, United Kingdom (except the Channel Islands), Sweden, Switzerland.

2.4. Defects must be reported to rentor. Rentor decides in case of defects how and by who the defects will be taken care of. If the defects are not immediately communicated from rentee to rentor, the defects will be seen as defects caused by the rentee. The repairing and the resulting damages will be charged to the rentee.

2.5. In case of damages, the filling in of a claim form will be mandatory for the rentee. The rentee must fill in the form within two days after the damages occur. The rentee also must send the form to the rentor within these two days.

2.6. Theft, embezzlement and other abduction and seizure of the car must be reported immediately by the rentee to the rentor. The rentee is obliged to report to the police and to the rentor on the day of theft, embezzlement, abduction or seizure. A copy of the report of the declaration (in Dutch: proces-verbaal) must be send to the rentor.

2.7. In case of violation of one of the terms in these General Terms and Conditions the rentor forfeits an immediately payable fine of € 75, - per violation, with the amount of € 75, - for each day – calculated a part of a day as a whole day - that the damages persist, without to the rentor's right to claim the actual compensation for actual damage suffered.

2.8. In case of violation of one of the paragraphs in this term, the value of the car can be fully charged to the rentee by the rentor. The value of the car will be determined by the rentor. This can be done without giving any reason.

2.9. If the rentee returns the car not fully fuelled at the end of the rental period, the rentor is entitled to refuel the car at the expense of the rentee. The fuel costs will be increased with a fine for the service provided by rentor. These costs can be bought out by a repayment agreement with the rentor.

2.10. Rentee is responsible for the equipment and requirements which are mandatory in the countries the rentee want to utilize and drive the car (e.g. winter tires, snow chains). If additional equipment is mandatory the rentee can rent or receive these if the rentor provides these.

2.11. Term 2.7. is, if rentee is a customer, exclusively applicable if the fine corresponds with the damages.

**Term 3 – Liability rentee**

3.1. Rentee is liable for all damages resulting from previous terms including all other act or omit of the rentee or car driver, passengers and all others in the car, utilizing the car or possessing the car.

3.2. Rentee is liable for all costs, fines and other measures that are related to violating any form of legislation, increased with a fine for administrative actions taking by the rentor or third parties (against the prices charged by these third parties).

3.3. Rentee is liable for all damages done to the rental car.

3.4. The amount of "the own risk" is €750,--.

3.5. An increased own risk is taken into account when damage is done to the car measured 150 centimetres from ground level. The own risk amount will be €1500,-- in these situations.

3.6. Other situations the increased own risk of €1500,-- is taken into account are: window damage, theft/embezzlement of the car, burglary damage, damage caused when due to using the coupling hook, hail damage, wind damage, rain damage, lightning damage, storm damage and water damage. The aforementioned cases in the fifth and sixth paragraph, can not be bought off, consequently no decreased own risk is taken into account.

3.7. If the rentee does not return the car on the agreed day correctly, including all keys, documents and other relevant stuff, the rentor has the right to charge the rent until all problems are solved. A certain non-return is considered as embezzlement and creates the right for the rentor to report that to the police.

3.8. When the car is returned after opening hours by depositing the keys and document in the intended for that purpose key-safe, the rentee stays responsible for fines and damages owed/done till four hours after the next day Auto Mertens is opened. When the car is returned after opening hours the rentee must sign the car out.

**Term 4 – Obligations and liability rentor**

4.1. Rentor is obliged to provide the rentee with a status description of the condition of the car prior to the rental agreement. If on the rental agreement under "status voertuig" no damage is mentioned, the car is rented damage free. If the agreement is concluded orally, the rentee is deemed to have accepted the state of the car when he opens the envelope containing the keys of the car.

4.2. Rentor must remedy defects, if and when the rentor knew of had to know these defects at the start of the rental agreement. If rentor does not remedy these defects, the amount of money corresponding with the defect can be deducted from the rental price.

4.3. The rentee must inspect the car at the start of the rental agreement. Rentor is exclusively held to take the complaints into account when the complaints are stated at the start of the agreement.

4.4. Rentor is exclusively held to take complaints into account about the invoice when stated within the period of 60 days after the invoice has been send to the rentee.

4.5. The liability of rentor is limited to the amount of money rentee owes rentor, unless rentor or any supervisor has done damage to the rentee on purpose or by acting recklessly. 4.6. Rentor takes care of the fact that the car is legally insured (in Dutch: W.A.-verzekerd).

**Term 5 – Payment**

5.1. Payment must be done immediately when the car is returned.

5.2. Rentee is obliged to pay a deposit of €750,--. The deposit must be paid using credit card authorisation. If desired it can be paid by card. If the deposit is being paid by card, 15,-- administrative costs will be charged.

5.3. In case of paying by credit card authorisation will be asked for the estimated rental price. Rentor has, at all times, the right to ask payment insurance and/or authorisation on the credit card before concluding or extending the rental agreement.

5.4. In case of paying by credit card the authorisation will be at least an amount of €1500 when the car is a regular car or a company car. Rentor is allowed to deviate from the prices. Rentor determines whether a car is a regular car or a company car. Both possibilities in the above-mentioned sentences can be utilized without giving a reason.

5.5. In case of payment by credit card the rentee empowers the rentor by signing the rental agreement to collect the payments at the credit card organization.

5.6. The term of payment of an invoice is 8 days, unless another term is stated in the invoice.

- 5.7. If rentee has chosen to pay with a other currency than the currency the rentor uses, rentor will utilize the exchange rate as stated by the Citibank including 4% administrative costs.
- 5.8. Rentee has no right to set off the rental price with a counter claim. Rentee neither has the right to suspend the rent.
- 5.9. If the rentee violates the term of payment the rentee is, without sending a notice of default (in Dutch: ingebrekestelling), in default (in Dutch: in verzuim). Rentee is charged the legal interest from the moment he is in default including 2% interest.
- 5.10. When the rentee is in default, the rentee has to pay extrajudicial costs. The amount of these costs will be 15% of the principal amount, with a minimum of €125.--, without taking away the right of the rentor to demand the actual costs.
- 5.11. In case of damages and/or theft, embezzlement and other abduction the rentee must pay the amount of the own risk to the rentor including the obligation for full compensation which, if applicable, rests on rentee.
- 5.12. If the rentee cancels the concluded rental agreement in the period before the period of 7 days before the start of the rental period, the rentee must pay a fine with the amount of 50% of the expected costs if the rental agreement had continued.
- 5.13. If the rentee cancels the concluded rental agreement within the period of 7 days before the start of the rental period, the rentee must pay a fine with the amount of 100% of the expected costs if the rental agreement had continued.
- 5.14. All stated prices are VAT excluded (in Dutch: BTW), unless it is explicitly stated otherwise.

#### **Term 6 – Termination**

- 6.1. Rentor has the right to rescind the rental agreement without notice of default or legal intervention (in Dutch: ingebrekestelling) in writing in the following cases:
- Accurate shortcoming in the rentee's compliance with his obligations (in Dutch: toerekenbare tekortkoming in de nakoming van de huurder van zijn verplichtingen);
  - Death or guardianship of the rentee (in Dutch: onder curatelestelling);
  - Requesting a surseance of payment, bankruptcy or admission to the Debt Recovery Act Natural Persons of the rentee (in Dutch: aanvragen van surseance van betaling, faillissement of toelating tot de Wet Schuldsanering Natuurlijke Personen van de huurder);
  - Establishment or relocation to / from abroad; e. Theft, government claim of the car or seizure of the car.
- 6.2. In case of rescinding the rental agreement the rentee obliges himself to make sure the rentor will be in de possession of the rental car.
- 6.3 For possible payed rent are cancellation commitments (in Dutch: ongedaanmakingsverbintenissen) non-influential.
- 6.4 In case of decomposition as meant in member 1 sub a and e of this article, the rentor is entitled for a compensation.

#### **Term 7 – Protection Personal Data/GDPR**

- 7.1. Rentor stores and uses personal data from rentee as well as a copy of the ID/drivers license for the execution of the agreement and for the legal obligations and for cases mentioned under point 7.4 of the rental conditions. This data will only be accessible for authorised persons.
- 7.2. Rentee can, with reasonable break, request for a submission of personal data as was registered by rentor, to take a look. Rentee can request rentor for replenishment, edits or deletion of the personal data. Rentor will respond to such a request in accordance with legal requirements.
- 7.3. Rentor can use the data of the rentee for the purpose of sending information about products and services from lessor and associated companies. Rentor can also provide the data for that purpose to its affiliated companies. The rentee can oppose the aforementioned use or the aforementioned provision to others.
- 7.4. In the event of a shortcoming in the performance of the rentee or (the suspicion of) the fact that the rentee/driver has committed a criminal offense, the personal data provided will be included in warning systems used by the rentor. Information about registered personal data and the duration of the registration can be requested in writing at the expense of the rentee at the rentor.
- 7.5. Personal data of the rentee will be held for a maximum of 7 years by the rentor.
- 7.6. We also point out our privacy policy which is stated on the website.

#### **Term 8 – Additional information**

- 8.1. In the event that one or more provisions of this agreement should prove to be invalid, the remaining provisions remain in full force.
- 8.2. Unless the rentee has notified changes in his place of residence, the rentee is deemed to have chosen an address for service at the address stated by the rentee when entering into the agreement.
- 8.3. In the event of translation of these general terms and conditions, the Dutch text of these terms and conditions will prevail.
- 8.4. Any claims from the rentee expire after expiration of one year after the end of the rental agreement. In case of complaints about the condition of the at the start of the agreement must also be in accordance with the provisions in article 4.3 of these conditions.

#### **Term 9 – Applicable law and competent court**

- 9.1. Only Dutch law applies to the relationship between the rentee and the rentor.
- 9.2. All disputes arising from or related to the rental of a vehicle will be decided exclusively by the relevant person competent court of the rentors place of business.
- 9.3. If the tenant is a consumer, the judge of his place of residence is competent.