

# **GENERAL ASSIGNMENT TERMS**

***(Translation only; for any disputes only the German "Überlassungsbestimmungen" are applicable)***

of Neo Natural Energy Organisation GmbH, 8412 Allerheiligen bei Wildon 251, Austria, which offers the rental of electric vehicles under the registered trademark ecar-rent, hereinafter referred to as "neo".

## **1. Contractual object:**

- 1.1. neo surrenders the customer an electric vehicle of the respective agreed category, hereinafter referred to as "**vehicle**", as well as the useful object relevant for the use of the vehicle as mentioned in the handover hereinafter referred to as "**objects**". In case of loss of the objects the corresponding new acquisition efforts will be charged to the customer.

## **2. Contract period and handover:**

- 2.1. Neo provides the customer a vehicle for the agreed period in accordance to the contract.
- 2.2. The vehicle will be surrendered at the takeover time at the booked location and, unless no other arrangement has been made, has to be returned at the return date at the same location. The customer has to provide a valid driver's license before takeover of the vehicle at the latest, otherwise neo has the right to refuse the assignment. If the customer wants the acceptance of another driver, these have to be announced to neo by presentation of a valid driving permission upon the takeover at the latest and these drivers must join the contract as guarantor.
- 2.3. The assignment of the vehicle is **only permitted to customers from the age of 25 years**.
- 2.4. **The included mileage is 300 km in 24h** for all short term rentals. For longer rentals the included mileage is **1500 km per week and 4000 km per month**. It is possible to purchase extra mileage packages before the rental period or at pick up of the car. In the case that the mileage was exceeded at return of the car **neo will charge € 0,30 plus VAT per Kilometer**
- 2.5. The customer has to return the vehicle to neo in the charged state of at **least 80%**. If the customer returns the vehicle **less than 50 % charged**, neo is permitted to charge or withhold an amount of **€ 30 net**.
- 2.6. The transfer ratio can be terminated for cause without notice by neo at any time without giving reasons. As a cause especially the non-conforming use according to point 5 as well as the violation of contractual obligations is considered
- 2.7. If the customer wishes the delivery and pick up of the vehicle at a location other than the transfer stations of neo, neo is entitled to charge a lump delivery fee of € 0.70 net per kilometer but at least € 50 net per way.
- 2.8. Driving licenses from non-EU countries are accepted if no visa is registered in the passport or if the customer has a visa in his passport and at the time of renting he is no longer than 6 months in Europe. If he is longer than 6 months in Europe, a driving license from an EU country must be presented. A non-Roman font license (Arabic, Japanese, etc.) needs to be complemented by an international driver's license. For driving licenses from countries not belonging to the international driver's license agreement in addition to the original license a translation of a recognized official body is required.
- 2.9. The assignment begins with the handover of the vehicle and ends with the return of the vehicle. Upon delivery a handover protocol will be issued and signed, in which possible visible or apparent defects are recorded. The customer herewith confirms, that before handover he has checked the condition of the vehicle. Possible damages (scratches, stone chippings, dents, and so on) are marked on the handover protocol. The return takes place at the agreed handover location. At the expiration of the assignment the customer undertakes to return the vehicle to neo in perfect condition, **inside and outside cleaned**. In the case of an extraordinary pollution of the vehicle neo will charge or withhold a **lump sum up to € 30 net** for cleaning. Any located changes/loss/damages in return at the time of return must be marked in the handover protocol and shall be borne by the customer in accordance with the provisions of this contract.
- 2.10. The customer undertakes to announce trips outside the country where the handover took place with the respective countries in advance and to await the approval of neo. Nevertheless only trips to insured countries according to Point 7.1. are licensable. In the case of authorized trips outside of the country where the handover took place, the customer is obligated to check about the traffic regulations of the particular country. Any fees, tolls duties and special traffic charges for trips outside the country of registration have to be borne by the customer (e.g. Motorway vignette).
- 2.11. The booking can be canceled or unless available rebook by the customer in writing 5 days before the date of handover for free at which payments by PayPal will be deducted by 5% and payments by credit card or direct debit by 2% of the paid assignment fee due to transaction fees already incurred. In case of cancellation less than 5 days, but more than 24 hours before the scheduled handover the cancellation fee is 50% of the assignment fee. In case of cancellation within 24 hours or non-collection of the vehicle or a justified refusal to transfer by neo (e.g. no valid driving license, deposit not paid), the customer is obliged to pay the full assignment fee.
- 2.12. If the customer fails to return the vehicle without permission of neo to the agreed time, after the elapse of a full hour after the agreed return, neo is entitled to charge or withhold another "Full Day" of the respective category per day as well as lump sum of € 25 net.

## **3. Deposit:**

- 3.1. The customer pays a **deposit of € 1000 per transfer** according to the relevant vehicle contract as security for any debts and claims of neo at the time of handover at the latest. The customer has to bear the costs and fees in connection with the deposit.

- 3.2. If no damages are detected at the time of returning of the vehicle and no other cost accrue at the time of returning neo will pay back or release the deposit to the customer within 14 days. If upon return defects on the vehicle are detected neo is entitled to retain the paid deposit until the claims settlement is completed. Other costs (lump sum for the settlement, rims, new acquisition efforts for equipment, charging costs, leaning costs, costs of the extension of the contract etc.) will also be charged or withheld from the deposit. The customer will get a receipt over the claim of the deposit. Additionally, to the deposit, in case of an accident neo is entitled to charge the customer a lump sum for the settlement in the amount of € 500 net as well as all cost exceeding the deposit and not covered by the insurance, for example towing, return or rescue costs.

#### **4. Customers Obligations:**

- 4.1. The customer is obligated to treat the vehicle properly and carefully in accordance with the operating instructions and to obtain it in a roadworthy condition. In the event that the customer cannot use the vehicle for reasons not caused by neo, he has no claim to compensation for loss. A pledging, a use as security or other disposal by the customer is not allowed. The customer is obligated to immediately inform neo, to safeguard their property rights, about any third-party intervention in the rights of neo e.g. by enforcement. The customer has no retention of the vehicle for any claims for whatever reasons against neo. Fees, fines, etc. (speeding, parking zone, etc.) during the assignment have to be paid on the first request of neo by the customer and neo must be kept in this regard totally indemnified and harmless.
- 4.2. The customer was informed that the **vehicles** are equipped with a **permanent remote tracing and maintenance system** and hereby agree with it. The customer is further **prohibited to disable the traction control and the vehicle tracking of Tesla**. In case of violation neo is entitled to terminate the contract for important reasons with immediate effect.
- 4.3. Smoking and the transportation of animals in the vehicle are strictly prohibited. In case of violation neo is entitled to charge or withhold a lump fee of € 30 net for cleaning.
- 4.4. The customer is responsible for the proper fixing of the cargo. In all events all items should be placed in the luggage compartments. The customer has to reimburse neo all damage caused by loading and unloading works.
- 4.5. At any time the customer has to be in control of the vehicle. Furthermore, the use of the so called "**Autopilot**" of Tesla is only permitted on highways and only on the own responsibility of the driver with retention of the complete control over the vehicle (hands on the wheel, feet on the foot pedals). The customer has to follow and obey the instructions of the producer as well as the information and notes on the display.
- 4.6. In case the customer is using his private account for online services such as Netflix or Spotify in his rental car, he is obligated to sign out of his private accounts before returning the car. NEO is not responsible for any misuse.

#### **5. Prohibited Use:**

- 5.1. The use of the vehicle is only permitted within the agreed intended use. If not agreed otherwise particular the use of the vehicle i) to participate in motor sport events and vehicle tests, on racetracks and suchlike ii) to transport flammable, toxic or other dangerous substances iii) even if those of the carriage of flammable, toxic or other hazardous substances, to commit customs or other criminal offenses, even if these are only punishable under the law of the country of crime iv) or for rent or use of third parties is prohibited.

#### **6. Behavior in accidents, breakdowns and repairs:**

- 6.1. In the case of an accident, fire, theft, game or other damage the customer has to inform the police and neo immediately and to comply with all mandatory regulations. This also applies to self-inflicted accidents without involvement of third parties. Adversarial claims may not be recognized. The customer even has to report minor damages immediately to neo. The accident report shall in particular include the names and addresses of the persons involved, any witnesses and all registration numbers of the vehicles.
- 6.2. In case of a breakdown the customer has to directly contact the service hotline of **neo 0043 316 232085-90** or the service hotline of the particular producer. Repairs that are necessary to ensure the safety and operation of the vehicle may only be ordered by the customer with the explicit consent of neo.

#### **7. Insurance:**

- 7.1. The vehicle has liability and fully comprehensive insurance to the usual insurance conditions of the particular country of registration and with the respectively mandatory minimum insurance. The insurance is limited to countries which have signed the Agreement between the National Insurance Offices of the Member States of the European Economic area And Associated Countries dated 30 May 2002, which are in detail: Andorra Belgium Bulgaria Denmark Estonia Finland France Germany Greece Hungary Ireland Italy Latvia Lithuania Luxembourg Malta Netherlands Norway Austria Poland Portugal Romania Sweden Switzerland Serbia Slovakia Slovenia Spain Hungary and Cyprus. Excluded from the insurance is in particular the use of the vehicles for the transport of dangerous substances that are subject to authorization.
- 7.2. Each protection in connection to the contract expires in particular, if an unauthorized driver drives the vehicle or the driver of the vehicle does not have a valid driving license at the time of the insured event or is under any influence of alcohol, drugs or medication.

#### **8. Under-assignment, dissemination and use:**

- 8.1. The vehicle may only be steered by the customer. Any sub-lease or other transfer of the assignment object, either fully or partially, with or without payment, is not permitted. The transfer of the vehicle by the customer to third parties is only permitted after a prior written agreement with neo.
- 8.2. For health reasons or the maintaining of the driving safety any authorized driver may be temporarily detached from a third party. Prerequisite for any driver is a valid driving license as well as the age of 24 year. In addition in any case a detailed briefing about the vehicle should be carried out. At the request of neo the customer is obliged to provide names and addresses of all drivers of the vehicle to the extent that they are not mentioned in the contract itself. In doubts the use by the customer specified in the contract is accepted.

## 9. Liability:

- 9.1. The vehicle has a liability and passenger compensation insurance. For damages to the vehicle for the customer a relief from liability applies according to the principles of a fully comprehensive insurance applies, with the deposit agreed in the contract. The release from the liability does not release from the other obligations of the contract (see inter alia point 3.) . The customer is liable for any damages not covered by the existing insurances or deposit caused by him or attributable people after the handover of the vehicle. The customer is fully liable for breaches of contractual obligations, in particular for damages caused by an unauthorized driver or caused by prohibited purpose in use. Furthermore the customer is fully liable for damages caused willful or grossly negligent, particularly because of alcohol-related driving impairment as well as for damage caused by the cargo or by improper operation. The customer is liable for any damage to the vehicle except warranty. The customer is responsible for all damages and cost caused by the use of the vehicle, so far as the insurance for does not occur for these damages and costs. If third parties claim against neo for damage or costs caused by the customer or attributable people, the customer has to keep neo completely indemnified and harmless in this regard and has to compensate neo thereby resulting damages. The customer is liable for all expenses, fees, charges, finds and penalties occurred in connection with the use of the vehicle.
- 9.2. Under exclusion of any warranty neo is only liable for damage of the customer caused deliberately or through gross negligence. neo is not liable for the loss of profit or other financial losses of the customer, especially in the event that the vehicle cannot be assigned or used as a result of indebted reason not caused by neo. As far as neo is liable for damages, this liability is limited to the replacement of typical damages. The liability for consequential damages is excluded.
- 9.3. Claims caused by the loss or damaging of the key, the car documentation, the license plate, charging equipment as well as the charging and toll cards are excluded from the fully comprehensive insurance and will be charged to the customer or withhold in the amount for a new acquisition.
- 9.4. The tire sets installed on the vehicle are in case of damage – without a total renewal is needed – also excluded from the deductible and will be charged depending on the radius of the rims mentioned in the contract as follows:
- |  |                    |
|--|--------------------|
| Per rim with less than 17" radius                        |                    |
| - damages under 25% of the upper bridge of the rim       | lump-sum € 100 net |
| - damages under 25% - 50% of the upper bridge of the rim | lump-sum € 150 net |
| - heavy damages without new rim                          | lump-sum € 250 net |
| Per rim with 18-19" radius:                              |                    |
| - damages under 25% of the upper bridge of the rim       | lump-sum € 200 net |
| - damages under 25% - 50% of the upper bridge of the rim | lump-sum € 250 net |
| - heavy damages without new rim                          | lump-sum € 350 net |
| Per rim with 20" radius an more:                         |                    |
| - damages under 25% of the upper bridge of the rim       | lump-sum € 250 net |
| - damages under 25% - 50% of the upper bridge of the rim | lump-sum € 300 net |
| - heavy damages without new rim                          | lump-sum € 400 net |

## 10. Other declarations:

- 10.1. If any provision of this contract is invalid or this agreement contains gaps, the validity of the remaining provisions shall not be affected. Instead of the invalid provision, a valid provision shall be deemed agreed which corresponds to the economic sense and purpose of the invalid provision. In the case of gaps, the regulation is considered agreed which corresponds to what would have been agreed in spirit and purpose of the contract, if this matter had considered at the outset.
- 10.2. There are no oral subsidiary agreements to this contract. Any changes or additions of this contract are only valid by a written agreement, this also applies to the agreement of disestablish the written form.
- 10.3. For the contractual relationship and all related issues Austrian law, excluding the CISG, is exclusively applicable. For all disputes arising from this contract, the parties agree on the exclusive jurisdiction of the objective responsible court of Feldkirchen bei Graz.
- 10.4. This contract is drawn up in one copy; the customer will receive a duplicate.
- 10.5. All costs in connection with the establishment and charging of this contract contribute neo.