

Lease of Vehicle - Terms and conditions

By this lease agreement 11 Eleven Car Rental IKE («Company» or “lessor”) rents to the undersigned renter the vehicle referred herein (opposite page) according to the following terms and conditions as well as to those (printed or handwritten) of both pages, which are fully agreed by the Renter.

«Renter» or «Client» is the person(s) signing this document as well as any person or entity which undertakes payment of the lease as indicated by the signatory hereof.

«Vehicle» is the vehicle appearing in the opposite side of this document, along with tyres, necessary tools, accessories and equipment, which is owned and held by the lessor.

1) Delivery - return of the Vehicle

- i) The Vehicle is delivered to the Renter in excellent status without defects. During the delivery of the car, the Renter, having been asked, has not set out any reservation regarding the said status of the car. The Renter has no right on the Vehicle other than the one of using the car as per the terms hereof.
- ii) The Client is obliged to return the Vehicle at the agreed date and time of return at the same status as the one of delivery. This includes the status of the tires, tools, sound system and all car accessories. If a special car cleaning is required, the Company shall charge the Client separately so as to cover the relevant cost and restitution work needed.
- iii) Unless otherwise agreed, each delivery and return takes place at a specific place of the Company for such purpose from 10:00 until 17:00, and the return costs is covered by the Client.
- iv) The Client shall return the Vehicle with same fuel quantity in the tank. If the Client returns the car with less fuel than it had when the car was picked up, there will be an extra charge of € 12, plus VAT per rental contract, plus the cost of the fuel consumed calculated at €2 per liter.
- v) If the Vehicle does not operate during the lease for reasons that are solely due to Company's negligence or to contingent defect of the car, the Company undertakes to repair the problem caused to the Client and undertakes, within a reasonable time period from the moment the Company is notified, (a) to send a technician to diagnose the problem and repair the car so that it is operational in a satisfactory manner for the rest of the lease and (b) if no repair may take place, to see that the Client is provided, if possible, with a substitution car for the rest of the lease.
- vi) If the Client notes malfunction of the Vehicle for any reason, he is obliged to forthwith inform the Company and not to use the Vehicle if it is not in a proper condition and not to proceed to reparation without the Company's consent.
- vii) In case the Client needs the Vehicle for a period longer than the one agreed, he undertakes to notify the Company at least 24 hours before the lease termination. If the Company agrees the lease is extended as per the terms to be agreed. If the Client does not timely notify the Company or if the Company does not consent to the extension, then the latter may terminate the lease in which case the Client shall be obliged to indemnify the Company for any loss (incurred or loss of profit) in addition to the agreed daily charge.
- viii) The Company is entitled to gain hold and use of the Vehicle at any moment with no notice and at Renter's expenses, if it is used against the terms hereof or applicable laws or good faith or customary transaction practices.
- ix) In addition to the rent, the Client is obliged to pay all eventual further costs and burdens (e.g. eventual airport duties, municipal or other tax)

2) Use of Vehicle

- i) The Client acknowledges its obligation to ensure the required care and due attention so as to deter damage or loss of the Vehicle during the lease. The Client should always have the car under his control and forthwith notify in writing the Company in case of loss.
- ii) The Vehicle is not allowed to be driven by a person:
 - (a) of younger age than the one set each time by the Company and which is notified to the Client upon rental,
 - (b) which does not hold a valid driving license being in force for at least 2 years,
 - (c)

which drives while having consumed alcohol, narcotics or other substances and (d) whose driving license is restricted due to inability or other problem.

- iii) Sub-rental and in general, granting the use of the Vehicle by the Renter to third parties, whether with or without consideration, as well as the assignment by the Renter of his rights and obligations under the terms hereof is prohibited, unless upon the Company's written consent to be provided at its absolute discretion.
- iv) The lessor is not liable for items belonging to the Renter or other passengers placed or left, either during the term of the rental or later, in the Vehicle or the Company's premises.
- v) The Client undertakes to ensure that the Vehicle will not be used for illegal activity or in breach of the insurance contract covering the Vehicle and further that (a) the passengers of the Vehicle shall not be more than those permitted by law, (b) the Vehicle will not be out of Greece unless for the Company's prior written consent, (c) will not be transported through another means of transport, (d) will not transfer persons or things for a consideration, (e) will not participate in races, motor sport events etc and (f) will not be used in violation of terms and restrictions applicable to the use of the Vehicle.
- vi) It is forbidden for a person not approved by the Company and not being named herein to drive the Vehicle. In case the Vehicle is to be driven by two or more persons, this should be mentioned herein, provided that age, driving license and other legal requirements are met. All drivers and the Renter shall be liable jointly towards the Company.
- vii) In case of accident, the Client is obliged to grant to the Company full details of the other vehicles and drivers that may be involved as well as any other information or help to be requested.
- viii) Upon return of the Vehicle, the latter will be examined. In principle eventual damage is determined by eye detection of the Vehicle's outside and inside and its tools and accessories. If the damage is in mechanical parts or car floor, then a thorough check will be required.
- ix) The Client agrees to be liable for any damage or loss due to this negligence or willful misconduct and undertakes to indemnify the Company for any damage without depending this from an eventual prior insurance coverage of the Company.

3) Insurance & Excess Amounts

The Vehicle is covered by simple insurance pack and coverage limited as follows.

- Bodily damage of third parties (per victim) €1,220,000
 - Property damage of third parties (per accident) €1,220,000
 - Property damage from uninsured vehicle
 - Road assistance (tel 1158)
 - Legal protection of vehicle and driver
 - Breakage of glass €1,000
 - Fire
 - Total theft
- i) The car insurance shall not cover damage due to bad use. The Company undertakes no liability for damage of the Vehicle if the Client does not conform with the terms hereof. The Renter undertakes to indemnify the Company for Vehicle damages.
 - ii) Any damage to the Vehicle at its return by the Client may be either new damage or customary damage. Items below are not considered customary damage and the Client will be charged accordingly: chassis, windows, lights, tires, wheels (rims), inside, floor, accessories and equipment. The Client agrees to be charged with any damage due to unauthorized repair of any of the above.
 - iii) The Client is responsible for any damage he causes on the Vehicle for the duration hereof and payment of such amount is made at the end of the lease or earlier if requested by the Company. In any case, the Client agrees to be charged with non-refundable fixed amount of €30 for Company's administration expenses.
 - iv) When the damage of the Vehicle and all relevant costs have been set out, the Client will be notified accordingly for repaid cost, transport and maintenance costs, as well as management costs of over €30. If the car is repaired and financial obligations have been set, any remaining amount shall be returned to the Client.

- v) In case that a third party is liable for damage, the Company will seek that such third party covers all expenses provided that this is commercially doable at the Company's discretion.
- vi) Every repair is made only by authorized servicer of relevant brand. Vehicle repair is made at least possible cost and time, provided there are enough spare parts, time to devote and the car remains reliable.
- vii) In case of dispute between the Client and the Company regarding liability, repair cost or other Vehicle related matters, the dispute resolution followed by the Company does not affect legal rights of the Client.

Through an insurance contract, whose terms have been reviewed and were accepted by the Client, the Company provides insurance coverage against third parties only for those persons which drive the car with Company's consent.

The Renter, the authorized drivers and other passengers are not covered by passenger security.

The luggage and other items of such persons are not under insurance coverage and the Company bears no liability for eventual loss, damage, etc.

4) Traffic Violations

- i) In case of accident or fines due to traffic violation, the Customer assumes full liability for relevant costs and payments and also agrees be charged with €30 plus VAT as non-recoverable administration fees regardless of his liability.
- ii) In the Athens center only vehicles with plate number that ends to an odd number can drive in the odd days of the month (ex. 1st, 3rd, 5th...31st). Vehicles with plate number that ends to an even number can drive in the even days of the month (ex. 2nd, 4th, 6th,30th). There is an exception for foreign visitors or Greek visitors that live permanently abroad. They can drive in the center of Athens every day for the first forty (40) days of their stay. However they need to show among other papers, their rental agreement that proves that the rental length is not more than 40 days.
- iii) If the Vehicle is confiscated by Custom or other Authorities, the Client shall be charged for any duties, damage or loss of profit during the period which the Company may not lease the Vehicle.
- iv) The Client, after Company's request, shall proceed any action required by the Company and/or its insurance company and allow the disclosure of his name so that the Company may turn against third parties related to the Vehicle.
- v) The Company is entitled to cease the lease of Vehicle if the Client violates the terms hereof, in which case the Company may relay the Client's details to the Authorities, the Police and any related entity.

5) Termination and various matters

- i. The violation of any of the terms hereof by the Client, gives the Company the right to forthwith terminate the Vehicle rental. In case of termination hereof by the Company, the obligations of the Renter arising hereof shall become automatically due and payable upon termination. The Company may in any case ask for indemnification for any damage (incurred or loss of profit)
- ii. In case the Client terminates the lease before end of the agreed duration, he undertakes to return the Vehicle to the Company and to fulfill all his obligations.
- iii. In case of termination hereof due to Client's breach of the terms hereof or due to lapse of agreed lease duration the Company is entitled to remove the Vehicle wherever it is found.
- iv. The Company is liable for loss or damage actually incurred by the Renter or third parties (not for loss of profit or consequential damage) if due to Company's gross negligence or willful misconduct. In all other circumstances the Company shall have no liability and shall be subject to no claim.
- v. Copies of accounts held by the Company for the purposes hereof, as well as copies from Company's commercial books evidencing transactions related hereto, will constitute full evidence of the Company's claims against the Client and documents to be used for the of issuance of a writ of execution. Copies or abstracts thereof shall be reproduced either by photocopy or by computer printing or any manner used in similar transactions by the Company and the Client waives any right to dispute this clause.
- vi. Client's personal data shall be held by the Company for the purposes hereof and for the improvement of management and operation of the enterprise. The Renter may have access to his details and update them. The Renter consents to the fact that the Company may make use the Client's data

(including personal data) with companies of the same group or with cooperating companies for the purpose of product and services promotion.

- vii. Amendment of the terms hereof may take place only by mutual agreement of the parties in writing. Lack or delay of exercise by the company of its rights hereof does not constitute and cannot be deemed to be a waiver thereof. This agreement supersedes any other prior agreement (verbal or in writing) of the parties
- viii. Any dispute arising hereof, including disputes on interpretation, validity or enforcement hereof is submitted to the competent courts of Athens, Greece.