GENERAL RENTAL TERMS AND CONDITIONS FOR THE MEMBERS OF BOVAG VERHUurbedrijven (BOVAG RENTAL COMPANIES)

These General Terms and Conditions of BOVAG Verhuurbedrijven have been compiled in collaboration with the Consumer Associations (BSO) and WIVW (the Association of the Social and Economic Council of the Netherlands). The rental companies have advised the vehicle user to consult these General Terms and Conditions with effect from 1 January 2010.

DEFINITIONS

- Renter: the party who is renting a vehicle from the rental agency.
- Driver: the person who is driving the vehicle.
- Rental agency: the natural person or legal entity being a member of the BOVAG Verhuurbedrijven and entering into a rental agreement as the party renting out the vehicle.
- Vehicle: the vehicle or other property that is the subject (or forms a part of) of the rental agreement.
- Renter's complaint: a complaint by the renter against the rental agency in respect of the vehicle or the rental agreement.
- Rental agreement: the agreement concluded between the rental agency and the renter.

I. GENERAL PROVISIONS

These General Terms and Conditions are applicable to all agreements entered into between the renter and the rental agency in respect of renting and/or sales transactions, whether or not on request.

II. THE OFFER

1. The rental agency may at any time withdraw or modify an offer or offer an alternative offer.

2. The offer shall be unequivocal for 14 days, with the exception of clauses of substantial availability.

3. The offer may be subject to the potential additional cost elements. Moreover, the offer shall always include the amount of the minimum and maximum fee, and any requirements regarding the payment of the latter.

4. The offer shall indicate the starting point of the rental period and the point of return of the vehicle.

5. If reasonably possible, the offer shall be accompanied by these General Terms and Conditions. If this is not possible, the General Terms and Conditions shall be handed over to the renter at the time of conclusion of the agreement.

III. THE AGREEMENT

1. Without prejudice to the provisions below, the renter shall be liable for all costs incurred by the rental agency as a result of the renter's breach of the General Terms and Conditions.

2. If the renter's complaint had not been satisfactorily dealt with by the rental agency and/or solved through the mediation attempts of the BOVAG mediation service referred to in the previous paragraph, the rental agency is entitled to take cognizance of the dispute in the Geschillencommissie as shall be stipulated in these Terms and Conditions. The renter is deemed to have accepted the enforceable outcome of the mediation if, within three months of the date of such outcome, the renter has not appealed the outcome to the Geschillencommissie, in which case the outcome shall be deemed to have arisen if the renter's complaint had not been satisfactorily dealt with by the rental agency and/or solved through the mediation attempts of the BOVAG mediation service referred to in the previous paragraph.

3. In respect of all rental agreements concluded hereunder, the Dutch instructions should clearly state the oil level and tyre pressure to be maintained.

4. Once a renter submits a dispute to the Geschillencommissie, the rental agency is bound by this choice. If a rental agency wishes to submit a dispute to the Geschillencommissie, it must do so in writing at the latest before 14 days from the date of the occurrence of the event giving rise to the dispute.

5. If the rental agency is required to submit information to the authorities in respect of the identity of the person who was driving or using the vehicle at a specific time, the rental agency shall immediately forward the renter a written notice of the request or any other information, and the renter shall cooperate in submitting the required information to the authorities. The rental agency may also have to pay administration costs, the minimum amount being € 25 (including VAT). The rental agency shall do its utmost to minimise these costs.

6. In case of an accident or breakage, the rental agency shall be liable for any costs resulting from the infringement of the General Terms and Conditions. The renter shall be liable for any costs resulting from the infringement of the General Terms and Conditions and/or for the consequences of the defect.

7. The provisions in the second paragraph of this section shall only apply if there is no cover by virtue of the conditions of the Motor Liability Act (WAM) insurance agreement.

8. In respect of all rental agreements concluded hereunder, the renter shall be liable for the risk relating to the rental agency's cancellation rights in respect of the first paragraph of this section. The rental agency shall be entitled to cancel the agreement after the expiry of a month's notice if the renter's complaint had not been satisfactorily dealt with by the rental agency and/or solved through the mediation attempts of the BOVAG mediation service referred to in the previous paragraph.

9. If the rental agency is required to submit information to the authorities in respect of the identity of the person who was driving or using the vehicle at a specific time, the rental agency shall immediately forward the renter a written notice of the request or any other information, and the renter shall cooperate in submitting the required information to the authorities.

10. The renter shall immediately forward the notification of the claim to the insurance company and/or the rental agency. The renter shall also inform the insurer that an accident has occurred and shall submit the claim to the insurer within the agreed times/dates of commencement and termination of the rental period.

11. The renter shall be liable for the costs incurred by the vehicle necessitating repair work which is expected to take longer than two working days. If the breakdown is attributable to the renter, the costs of the help shall be charged to the renter's account. If the breakdown is attributable to the vehicle, the costs of the help shall be charged to the insurance company's account. The rental agency shall do its utmost to minimise these costs.

12. If the rental agency shall be entitled to cancel the agreement after the expiry of a month's notice if the renter's complaint had not been satisfactorily dealt with by the rental agency and/or solved through the mediation attempts of the BOVAG mediation service referred to in the previous paragraph.

13. In respect of all rental agreements concluded hereunder, the Dutch instructions should clearly state the oil level and tyre pressure to be maintained.

14. If the rental agency should consider the vehicle to be damaged or relaxed, the renter shall be liable for all costs incurred by the rental agency as a result of the renter's breach of the General Terms and Conditions.

15. If the rental agency shall be entitled to cancel the agreement after the expiry of a month's notice if the renter's complaint had not been satisfactorily dealt with by the rental agency and/or solved through the mediation attempts of the BOVAG mediation service referred to in the previous paragraph.

16. If the rental agency should consider the vehicle to be damaged or relaxed, the renter shall be liable for all costs incurred by the rental agency as a result of the renter's breach of the General Terms and Conditions.

17. If the rental agency should consider the vehicle to be damaged or relaxed, the renter shall be liable for all costs incurred by the rental agency as a result of the renter's breach of the General Terms and Conditions.

18. If the rental agency shall be entitled to cancel the agreement after the expiry of a month's notice if the renter's complaint had not been satisfactorily dealt with by the rental agency and/or solved through the mediation attempts of the BOVAG mediation service referred to in the previous paragraph.

19. If the rental agency should consider the vehicle to be damaged or relaxed, the renter shall be liable for all costs incurred by the rental agency as a result of the renter's breach of the General Terms and Conditions.

20. If the rental agency shall be entitled to cancel the agreement after the expiry of a month's notice if the renter's complaint had not been satisfactorily dealt with by the rental agency and/or solved through the mediation attempts of the BOVAG mediation service referred to in the previous paragraph.

21. If the rental agency should consider the vehicle to be damaged or relaxed, the renter shall be liable for all costs incurred by the rental agency as a result of the renter's breach of the General Terms and Conditions.