

TERMS AND CONDITIONS OF STANDARD RENTAL

These Rental Terms and Conditions form an integral part of the Rental Agreement executed by you with Gannon Car Rental Services, an independent Budget Rent a Car system Licensee. (hereafter referred to as "**Budget**").

By executing the Rental Agreement you agree to rent the Vehicle, the details whereof are mentioned in the Rental Agreement, on the terms and conditions mentioned herein below and contained in the Rental Agreement and pay all fees and charges due under the Rental Agreement. The term Renter, wherever used in these terms and conditions, also refers to any additional Authorized Driver. All Authorized Drivers are jointly and severally liable for the obligations under the Rental Agreement.

In these Terms and Conditions:

"**Authorized Driver**" means:

- an additional driver who signs an Additional Drivers Form or the Rental Agreement;
- In case the Renter is an individual, spouse of the Renter; or
- Your employer or a fellow employee, if either is required by you to drive the vehicle in the course of discharge of activities that are incidental to your business.

"**Budget**" means Budget Rent a Car or where applicable, an independent Budget Rent a Car System licensee;

"**Rental Period**" means the period commencing on the date shown on the Rental Agreement and ending on the date and time that you return the Vehicle to Budget;

"**Vehicle**" means the Vehicle described in the Rental Agreement that has been rented or agreed to be rented by You (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Budget;

"**Renter**" refers to the person(s) with whom the Rental Agreement is made.

Budget hereby rents to Renter and the Renter hereby rents and accepts from Budget the Vehicle described on the Rental Agreement ("The Vehicle") subject to all the terms and conditions contained herein.

The Renter hereby agrees, acknowledges and confirms and it is agreed:

1. That Renter has received and accepted the Vehicle in good order and condition. Although Budget has taken all precautions and care to render the vehicle safe for your use, Budget shall not be liable for mechanical failures and to other damage caused by the negligence of the Renter and/or any Authorized Driver. You or any Authorized Driver shall not make any claim for damages against Budget for delay, loss or injury through breakdown or accident and that you or any Authorized Driver shall not authorize anybody to repair and/or to change any part of the Vehicle without the prior knowledge and written approval of Budget. You shall pay the damages to the Vehicle car resultant from negligence.

2. The Renter will return the same together with tires, tools, car documents, accessories and equipment in the same condition (ordinary wear and tear accepted but excluding undue wear and tear by reason of abuse), to the agreed return location specified on the Rental Agreement unless Renter requests and Budget agrees to an extension, or shortening of the rental period.

3. Authorized Drivers

3.1 The Vehicle may be driven only by the Renter or an Authorized Driver.

3.2 All Authorized Drivers warrant that they, and in the event an Authorized Driver has not executed the Rental Agreement, the Renter hereby warrants that each of the Authorized Driver(s), satisfy the age requirements, have a valid driver's license and fulfill our other qualifications mentioned in these terms and conditions.

4. Eligibility Criteria

4.1 The minimum age of the Renter and/ or, as the case may be, any Authorized Driver must be 21 years (or such other age limit stated on Budget's tariff for the type of Vehicle rented).

4.2 The Renter must carry a valid passport and/or some other form of government issued ID that may be acceptable to Budget.

4.3 Renter and Authorized Driver must possess a valid Vietnamese national driving license held for at least 6 months.

4.4 The Renter must possess a valid credit card issued by a scheduled national/international bank.

4.5. Authorization to debit credit card. In consideration of Budget renting the Vehicle to the Renter, the Renter hereby unconditionally and irrevocably authorizes Budget to debit his credit card, the details whereof are provided in the Rental Agreement, for such an amount as is sufficient to cover the rental and other charges for the period for which the Vehicle has been taken on rent plus an additional amount equivalent to such percentage of the anticipated rental and other charges charged by Budget as may be prescribed by Budget from time to time to cover additional costs, charges and other expenses that the Renter may be liable to pay to Budget pursuant to the Rental Agreement and these Rental Terms and Conditions.

5. Prohibited Uses of the Vehicle

5.1 Neither you nor any Authorized Driver may:

- a. Permit the use of the Vehicle by anyone other than You or an Authorized Driver;
- b. Engage in any willful or wanton misconduct, which, among other things, may include reckless conduct such as: the failure to use seat belts, leaving the car and failing to remove the keys, or failing to close and lock all doors, car windows or the trunk;
- c. Intentionally destroy, damage or aid in the theft of the Vehicle;
- d. Use or permit the use of the Vehicle by anyone;
 - i) While legally intoxicated or under the influence of alcohol, drugs or other absorbed elements which may adversely affect a person's ability to drive safely;
 - ii) For any purpose that could be charged as a crime, such as the illegal transportation of persons or drugs;
 - iii) For transporting goods;
 - iv) To tow or push anything;
 - v) In a speed test, speed contest, race, rally, speed endurance contest or demonstration;
 - vi) In driver training activity;
 - vii) Outside the territory of Vietnam or as agreed between the Renter and Budget without the express agreement of Budget;
 - viii) To carry persons or property for hire (i.e. for a charge or fee);
 - ix) To carry more passengers than may be properly accommodated by the seat belt restraints in the Vehicle or carry a load greater than for which it was built;
 - x) To carry more passengers than may be Authorized by the road transport authority in the registration book of the Vehicle;
 - xi) If the Vehicle is or, as the case may be, after taking delivery thereof, turns out to be damaged or unsafe;
 - xii) If the car has been obtained from Budget by fraud or misrepresentation;
 - xiii) To carry hazardous materials, explosives, biologically active materials that are hazardous to human health or radioactive material; and
 - xiv) In the case of breakdown or accident a motor Vehicle repairer unless and provided that he is duly qualified and licensed.

6. Obligations of the Renter/ Authorized Driver

6.1 The Renter and/or, as the case may be, any Authorized Driver shall be held legally responsible for any charges and/or litigation resulting from vehicle misuse.

6.2 The Renter shall return the Vehicle to the renting location on the date and time agreed to at the time of taking the rental, or sooner if so requested by Budget, in the same condition as when the Renter received it. If the Renter fails to return the Vehicle, at the date, time and location agreed to at the time of taking the rental, Budget reserves the right to notify the appropriate authorities that the Vehicle is stolen or missing. Further, the Renter is responsible for the Vehicle until Budget has inspected and accepted it, including any Vehicle returned at a time and location other than required by the Rental Agreement.

6.3 If any damage or breakdown occurs to the Vehicle during the time the same is in possession of the Renter or, as the case may be, any Authorized Driver, the Renter shall inform Budget and then follow instructions given by Budget. In case the Vehicle is involved in any road accident, the Renter or, as the case may be, any Authorized Driver, shall as soon as practicable, present a police report.

6.4 Cost of fuel/oil is to be borne by the Renter and is not included in the rental rates for self-drive rentals. The car will be supplied with a full tank of fuel, and is to be returned with a full tank of fuel. Alternatively, cost of fuel plus service charges as applicable from time to time shall be charged to the Renter.

6.5 All inter-state taxes, permit fees and any other levies will be paid for by the Renters.

7. Rights of the Renter

7.1 Loss Damage Waiver:

(a) The Renter can, at the time of executing the Rental Agreement, purchase from Budget a Loss Damage Waiver ("LDW") which is designed for accidental damage caused to any Vehicle other than by theft or attempted theft and includes the cost of repairing or replacing the vehicle, towing, storage charges, loss of use and administrative costs;

(b) If the Vehicle gets damaged while in the possession of the Renter or, as the case may be, the Authorized Driver and there is no LDW cover, the Renter will be responsible for the cost of repair of damages up to the replacement value of the Vehicle. However, in the event the Renter has purchased a LDW from Budget, the Renter's liability for such costs shall be limited to the applicable non-waiverable excess amount in respect of the damage as agreed between the Renter and Budget in the Rental Agreement and any excess over such fixed amount shall be borne by Budget;

(c) It is hereby clarified that the LDW does not cover cases of tire and wheel damage, lost wheel damage, punctures, lost wheel trims, missing fuel caps, broken aerials, loss of any parts, tools, radio, lenses, screens, mirrors, interior damage and cases of driving under the influence of alcohol or any kind of narcotic drugs. The LDW further does not offer any protection to the Renter where the Renter or, as the case may be, any Authorized Driver has contravened any of the terms or conditions of the Rental Agreement and/ or these terms and conditions while using the Vehicle.

7.2 Theft Protection:

(a) The Renter can, at the time of executing the Rental Agreement, purchase from Budget a Theft Protection ("TP") which provides cover for the theft or attempted theft of the Vehicle up to the full value of the Vehicle and any additional costs;

(b) If the Vehicle gets stolen while in the possession of the Renter or, as the case may be, the Authorized Driver and there is no TP cover, the Renter will be responsible for the cost of replacement of the Vehicle. However, in the event the Renter has purchased a TP from Budget, the Renter's liability for such costs shall be limited to the applicable non-waivable excess of amount in respect of theft of all or part of the Vehicle as agreed between the Renter and Budget in the Rental Agreement;

(c) The TP does not offer any protection to the Renter where the Renter or, as the case may be, any Authorized Driver has contravened any of the terms or conditions of the Rental Agreement and/or these terms and conditions while using the Vehicle;

7.3 The Renter may at the time of executing the Rental Agreement also purchase a Personal Accident Insurance ("PAI") (if any) from Budget.

7.4 All of the above covers may be purchased from Budget upon payment of miscellaneous charges at the rate specified in the Rental Agreement.

8. Accident or Theft of the Vehicle

8.1 The Renter or, as the case may be, the Authorized Driver shall not remove and shall not permit the Vehicle to be removed from the place of any accident until police report has been completed and Budget has been notified.

8.2 In case of any accident the Renter or, as the case may be, the Authorized Driver must immediately contact the nearest police station and make an accident report.

8.3 If the Renter or, as the case may be, the Authorized Driver does not report an accident to the police and does not comply with the requirements under the laws of Vietnam, insurance obtained by Budget may become invalid and the Renter could be liable for legal proceedings under the laws of Vietnam. The Renter would, further lose the protection under the LDW.

8.4 In case of other damages to the Vehicle, the above procedure should also be followed. If the Vehicle is damaged while parked, the Renter shall report damage to Budget before the Vehicle is moved.

8.5 It is mandatory for the Renter or, as the case may be, the Authorized Driver to file a police report in case of theft and to forthwith inform Budget about the same.

8.6 Any unnoticed accident or damage to the Vehicle may be interpreted as negligence. This may result in a charge to the Renter.

8.7 The Renter shall ensure that in case of accidents/legal cases, he/she will make himself/herself available and shall ensure that the Authorized Driver (if applicable) makes himself/herself available for settlement of such cases. The Renter shall keep Budget, its directors and employees indemnified against all consequences, claims and demands that may arise as a result of injury/suffering by any accident or any other event caused by the Renter and/or, as the case be, any Authorized Driver.

9. Liability of the Renter

9.1 That Renter shall be personally liable to pay Budget on demand:

a) A mileage charge computed at the rate specified on the Rental Agreement for the mileage covered by the Vehicle until the vehicle is returned (the number of kilometers over which the Vehicle is operated shall be determined by reading the odometer installed by the manufacturer; if the odometer fails the mileage charge shall be calculated from the road map distance of the journey traveled);

b) In the event that the Renter is desirous of renting the Vehicle for only one-way from one city/ town to another, an additional fee for one-way rental service, as specified in the Rental Agreement;

c) All fines and court costs for tolls, parking, traffic or other violations assessed against the Vehicle, Renter, other driver or Budget until the Vehicle is returned, except where caused through the fault of Budget;

d) Budget's costs, including reasonable legal fees where permitted by law, incurred in collecting/ recovering payments due from the Renter hereunder;

e) Budget's costs of repairing damage howsoever caused to the actual Vehicle supplied, irrespective of the group of Vehicle requested, plus loss of revenue at the daily rate shown in Rental Agreement (based on Budget's loss of use of the Vehicle);

f) Budget's cost of replacing the Vehicle in the event that the damage caused to the Vehicle renders it, in the opinion of Budget, un-economical to repair or unsafe or in the case of theft, save and except where the Renter has purchased from Budget, a Loss Damage Waiver or a Theft Protection in terms of clause 8 above;

g) An amount equivalent to diminution of value of the Vehicle as a result of any accident that the Vehicle may have been involved in during the time the Vehicle is in possession of the Renter or, as the case may be, any Authorized Driver;

h) Notwithstanding anything to the contrary contained in the Rental Agreement or in these Terms and Conditions, the Renter shall always pay:

i) The excess shown on the Rental Agreement if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;

ii) The cost of rectifying any tire damage not attributable to normal wear and tear;

iii) The cost of repairing any and all damage caused deliberately, recklessly or otherwise by the Renter, or any Authorized Driver of the Vehicle, or any passengers carried during the Rental period;

iv) The cost of repairing any water damage to the Vehicle;

v) The cost of repairing any undercarriage damage to the Vehicle;

vi) The cost of repairing any other damage of whatsoever reason caused to the Vehicle in the circumstances mentioned in (iii) above.

i) Renter will be fully responsible to any off-road damages (e.g. beach, field, etc.); theft of the car or any part of it; to any consequence caused by giving or allowing the vehicle to be driven by person other than the Renter.

j) In case of breakdown or accident, the Renter or, as the case may be, any Authorized Driver may not entrust the Vehicle to the custody of any repair shop; he/she is not Authorized to have the Vehicle repaired, or any part changed, without prior written notice from Budget. Otherwise, the Renter shall be deemed liable to any damage, misrepair, or cannibalization of the Vehicle.

k) The Renter agrees further to protect the interests of Budget and its insurer in case of accident, loss or damage to the Vehicle by:

- i) Obtaining names and addresses of parties involved, and of witnesses;
- ii) Not admitting liability or guilt or giving money to any person or persons involved;
- iii) Not abandoning the Vehicle without adequate provision for safeguarding and securing same;
- iv) Notifying the nearest Budget station by telephone even in case of slight damage; further completing Budget's incident report within 24 hours;
- v) Notifying the police immediately if another party's guilt has to be ascertained, or if any person is injured;
- vi) Ensuring that the Vehicle is always locked when unattended.

10. Indemnity:

10.1 That Renter hereby releases and indemnifies Budget from and against any liability for loss or for damage to the property (including costs relating thereto) left, stored or transported by Renter or any other person in or upon the Vehicle before return of the Vehicle to Budget.

10.2 The Renter shall indemnify, defend and hold harmless Budget and its officers, directors, employees, agents and other representatives from and against all damages, losses and causes of action including without limitation damages to property or bodily injury, to the extent caused by:

- a) Its breach of any terms and conditions of the Rental Agreement and these terms and conditions; or
- b) Its negligence or willful acts; or
- c) Its non-compliance or breach of any applicable law, rule or regulation; or
- d) Its infringement of any right of any third party.

10.3 Without prejudice to the generality of the foregoing paragraph, the Renter shall indemnify, defend and hold harmless Budget and its officers, directors, employees, agents and other representatives from and against all damages, losses and causes of action caused by:

- a) Bodily injury to or death of any person (whether employee, personnel or guest of Budget or the Renter, or any third party) due to any accident caused by, or negligence of, the Renter or, as the case may be, any Authorized Driver.

11. Return of Vehicle

11.1 The Renter must return the Vehicle to Budget:

- a. At the place, on the date and by the time shown on the Rental Agreement unless Budget agrees otherwise;
- b. In the same condition as it was at the commencement of the Rental Period, save wear and tear excepted.

11.2 If the Renter returns the Vehicle to a location other than that shown on the Rental Agreement, Budget shall levy an "unauthorized drop fee" of up to \$1.00/- per kilometer (depending on the nature of the Vehicle and the distance involved). If a "one-way fee" applies, the Renter must pay it at the end of the Rental Period.

11.3 The Renter must return the Vehicle to a Budget location during normal business hours. If the Renter returns the Vehicle later than the time shown on the Rental Agreement, the Renter must pay all additional rental charges.

11.4 If:

- (a) the Renter returns the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Agreement; or
- (c) If the Vehicle is returned after the Rental station has closed, the Renter is responsible for Rental charges as well as any loss or damage to the Vehicle until the stations next opening hours; or
- (b) if any special conditions set out in the "Rates" section on the Rental Agreement are breached; the rates shown on the Rental Agreement will not apply and Renter must pay Budget the standard rate for the Vehicle for the Rental period.

11.5 Budget may request the immediate return of the Vehicle, or Budget may re-take the possession of the Vehicle without notice, if Budget reasonably suspects that:

- (a) The Renter has breached any term or condition of the Rental Agreement or those contained herein;
- (b) Damage to the Vehicle, or injury to persons or property is likely to occur; or
- (c) The Vehicle will be involved in an industrial dispute.

Furthermore the Renter must also pay Budget any cost it incurs as well as all costs and charges under the Rental Agreement for the period up to return/repossession of the Vehicle.

12. Limitation of Liability of Budget

Budget shall in no circumstances be liable for any loss or damage to any of your or your passenger's personal property/valuables left, stored or transported in or on the Vehicle, our premises or in or on any other vehicle belonging to us. You agree to indemnify us and hold us harmless from any claim for loss of or damage to any personal property connected with the rental.

13. Payment

13.1 At the end of the rental period, Renter must pay Budget on demand:

- (a) All Charges specified and payable on and under the Rental Agreement;
- (b) any amounts paid or payable by Budget or the Renter to any person or other competent authority arising out of the use of the Budget vehicle (such as speeding, parking and traffic fines); and
- (c) any amount for which Renter is liable to Budget under the Rental Agreement in respect of a breach of the Rental Agreement or otherwise.

13.2 If by virtue of the billing instructions as completed on the Rental Agreement it is the Renter's intention to pay by credit card or charge card, then Renter's signature on the Rental Agreement constitutes authority for Budget to compute and debit the final total charges due as a result of theft of, or damage to the Vehicle, against Renter's account with the specified card issuing organization. The rate of exchange used on any currency conversion shall be conclusively determined by Budget.

13.3 Failure to pay the rental of the Vehicle on agreed date or upon violation of the Renter to any terms and conditions contained herein or in the Rental Agreement, Budget shall have the absolute right to retake possession of the Vehicle at any time and place hereof, without further notice and demand but peacefully and in case of default by the Renter or any of the terms herein, Budget reserves the right to immediate repossession of Vehicle and immediate payment of all expenses shall be borne by Budget. Another option reserved for Budget is the right to report or declare the said Vehicle as carnapped or stolen, if renter fails to surrender voluntarily the said Vehicle a day after expiration of this Rental Agreement;

14. Miscellaneous

14.1 Budget reserves the right to refuse to rent. All rentals are subject to the full terms and conditions contained herein and should be read at the time of rental.

14.2 That any addition or alteration to these terms and conditions shall be null and void unless agreed upon in writing by the parties.

14.3 That Renter agrees that the data shown on the Rental Agreement may be stored, processed and transmitted electronically by Budget and by any subsidiary, license or affiliate of Budget Rent a Car.

14.4 That this agreement be governed by and construed in accordance with the laws of Vietnam.

The following statement to appear in the lower right hand quadrant of the printer terms and conditions along with a signature line.

I hereby unconditionally agree to and accept the terms and conditions mentioned herein.

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