

## **General Terms and Conditions**

### **1. Operator of the webpage**

**These conditions are regulated by Hungarian and European Union legislation.**

The webpage on <https://flexicarrent.hu> Internet address is run by

#### **Flexi-Car Rent Korlátolt Felelősségű Társaság**

Short name: Flexi-Car Rent Kft.

Registration number: 01-09-350382 Company Registry Court of Budapest-Capital Regional Court (Fővárosi Törvényszék Cégbírósága)

Tax number: 27117879-2-41

Headquarters: 37 Váci Road Budapest 1044, Hungary

Place of business: 37 Váci Road Budapest 1044, Hungary

Telephone: +36 70 533 3175

E-mail: info@flexicar.hu

(Service Provider hereafter).

#### **Service Provider's bank account data:**

Name of bank: Budapest Bank Zrt.

Cash flow indicator number: 10102244-40458400-01005005

IBAN: HU61 1010 2244 4045 8400 0100 5005

Swift code: BUDAHUHB

#### **Chamber registration number:**

BU27117879- Chamber of Trade and Industry of Budapest (Budapesti Kereskedelmi és Iparkamara)

### **2. Customer service**

Users can contact Service Provider's customer service on the following contacts:

#### **2.1. Telephone:**

Telephone number: +36 70 533 3175 - it is **not** a premium rate telephone number!

Available from Monday to Friday from 9am to 6pm

On Saturday from 9 am to 1 pm.

#### **2.2. E-mail:**

E-mail address: info@flexicar.hu

Message: at the messaging option under the menu "CONTACTS"

Messages arrive on this way are answered within two working days of receiving by Service Provider.

### **3. Hungarian legislation**

3.1. Website - defined by the Internet address above - (website hereafter) is operated by Service Provider and offers its services from Hungary. Consequently, Hungarian and European law applies to Service Provider and to Users as well in connection with this contract, precisely:

- Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény)
- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),
- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),
- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),
- of Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices
- and Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény),

3.2. Times and periods mentioned in present general conditions of contract and usage (terms and conditions or TC hereafter) are meant in CET.

3.3. Working days, non-working days and bank holidays are meant to be Hungarian working days, non-working days and bank holidays.

### **4. Scope and subject of General Terms and Conditions**

4.1. Present general terms and conditions are related to services available at the website, to the usage of the website and to rent rental vehicles.

4.2. Contracting parties:

4.2.1. Service Provider defined above as operator of the website and Lessor of the rental vehicles.

4.2.2. User as a person who rents a vehicle at the website and a person who visits the pages of the website. Users can be any natural persons with legal capacity, legal entities and also other entities without legal personality including entities from abroad in case they adopt and to be bound by contractual clauses defined in this document. Incapable or partly incapable subjects may contract with present contractual conditions according to regulations of CC (Ptk.).

4.3. Terms and conditions apply from placement on website until indefinite period.

4.4. Conditions of renting a vehicle with present conditions through the website are also defined in the Rental Agreement that is signed in a separate written form not later than at the time of the handover of the vehicle. In case any provisions of present conditions and the provisions of the written conditions are opposite to each other, the provisions of the written contract have to be applied to the legal relationship between contracting parties after signing the written contract. This does not affect the application of further provisions of present contract terms.

## **5. General prospectus about electronic contracting between parties being apart from each other**

5.1. Before placing an order, Users are able to learn essential information about available rental vehicles on pages of the website where their characteristics are described.

5.2. Users can only rent cars or order any connecting services marked on the website during using the interface of the website.

5.3. The language of contracting is English. Present Terms and Conditions and all information placed on the website can be found in English and Hungarian. In case of any misinterpretations as a result of linguistic differences, Hungarian texts are standards.

5.4. Orders placed on the website are legal declarations made by implicit conduct, indicating that placing the order entails an obligation to make a payment.

5.5. Service Provider is obliged to confirm the arrival of an order without any delay on an electric way. If the confirmation does not arrive at User's device within 48 hours, User is freed from offer commitments.

5.6. A contract is not considered to be a written contract until Service Provider does not file it and is later not available in a written form.

5.7. Service Provider has not undergone any behavior codex so it is not available at Service Provider.

5.8. Before the order confirmation, the User is informed about the price of the product, the current shipping charges, the delivery options and limitations, possible payment methods and additional costs if any. In a specific case the service provider will contact the User for consultation.

5.9. User receives contractual clauses and documents necessary for rightful information in an e-mail confirming the order as an attached document which content is actualized to the content of the order. Furthermore, User can download contractual clauses, Terms and Conditions and other pieces of information from the link "Download/print the document: HERE" and can save and print them, or can have access to the latest version on the website.

## **6. Registration**

6.1. Registration is free of charge.

6.2. Users can register by clicking on 'yes' under the headline 'Create an account' and giving a password during the process of ordering at the website.

6.3. User must provide real information for a valid registration. If it is proven that User has given false information at registration, Service Provider has the right to delete registration. In this case, Service Provider is not responsible for any possible consequences.

6.4. Service Provider can delete registration without bearing any responsibility, if User has used website in bad faith, or has violated present contractual conditions.

6.5. Cancellation done by Service Provider from above mentioned reasons does not affect orders that have already been fulfilled by both parties. In case of canceling from the same reasons, if Service Provider has not started the fulfillment, Service Provider can decide unilaterally whether to accomplish it or not, provided that the reason of cancellation does not hold this up. If Service provider does not fulfill the order from the above mentioned reasons, but User has already paid, Service Provider pays this amount back to User. If User has caused damage to Service Provider through its behaviour - which was the reason of cancellation, Service provider has the right to withhold the sum that covers the damage from the refund.

6.6. User can initiate deletion of its registration in an e-mail sent to Service Provider, which is carried out by Service Provider without any delay, but within no more than 10 days.

6.7. Deletion of registration may become necessary based on any requests about processing placed by User in order to ban any kind of use of personal data. User can read about this in Privacy Policy.

6.8. User's above mentioned requests about deletion does not affect valid orders previously placed by User.

## **7. Defining rental price**

7.1. User can get information about current rental prices and about the amount of the deposit at the pages of website showing details of rental vehicles.

7.2. Prices shown with vehicles are gross consumer prices, so all prices shown at each vehicles are the total price including VAT.

7.3. Rental prices are given in currency marked at pricing.

7.4. User shall pay deposit to Services Provider at the time of handing over the vehicle. The amount of the deposit is indicated in the data sheet of the rented vehicle. Service Provider gives the amount of the deposit back to User in case the rented vehicle will be returned in the same condition as it was at the time of handing over.

7.5. Prices indicated in confirmation of orders are actual gross consumer prices, just like any other costs, they include VAT and any other possible costs.

7.6. In case the rental period is longer than one month, Renter shall pay rental fee in advance until the first day of the reference month, in case of online ordering payment happens at the time of ordering, in any other cases rental fee shall be paid no later than on the day when rental period starts.

7.7. All rented vehicles have Hungarian annual toll disc, rental fee includes free of charge using of every paid road section in Hungary. Rental fee also includes costs of compulsory civil liability insurance in respect of the use of vehicles and CASCO as well.

7.8. In case of long-term renting (longer than 30 days) rental fee includes garage fees, maintenance costs such as necessary tyre changing in case of intended use.

7.9. Contracting parties agree that costs incurred during the rental period such as fuel costs, parking fee or road toll fall on to Renter. Contracting parties also agree that daily care and checks fall on to Renter but every other car repair or technical rescue is Lessor's responsibility.

7.10. In case the rented vehicle is returned with in a damaged condition but fixing costs are not higher than the amount of the deposit, the margin of the fixing costs and the amount of the deposit shall be calculated and paid back to User.

7.11. In case the Insurance Company refuses to pay due to the User's fault, User is obliged to pay full financial compensation to Service Provider.

7.12. Service Provider reserves the right to change prices of rental vehicles. Modification of prices does not affect prices of already ordered rents in case accepting the order has already been confirmed by Service provider via e-mail.

7.13. In case an incorrect rental fee is added to a content because of an obvious mistake for everyone (e.g. '0' or '1' Euro or there is a rent fee which has a different rent fee category in order of magnitude which also seems as an obvious mistake for everyone, e.g. there is 10 Euro instead of 100 Euro) Service Provider is not obliged to rent the vehicle for the incorrect rent fee therefore no contract is concluded to the vehicle which was

rented for the incorrect price. Service Provider may offer to rent the vehicle at the correct price and User concerned to the given transaction can order the vehicle for the correct rent fee by giving a new order. The electronically sent renting order is taken as an offer to rent which is not obliged to fulfill by Service Provider. The first, automatically sent acknowledgement shows only the acknowledgement of the fact that the order is received. Accepting the order always happens by the second, not automatically sent acknowledgement which also means that the contract is concluded. In case of an incorrect rental fee, sending the offer with the correct price happens before sending this second acknowledgement herewith before accepting the order.

## **8. Methods and steps of placing orders, contracting**

### **8.1. Placing and confirming an order, contracting**

8.1.1. User can place an order online, at the webpage by following the steps below.

8.1.2. Registration is not a condition for placing an order.

8.1.3. Minimal rental period of vehicles is 1 day.

8.1.4. User can read about the vehicle's important characteristics on pages that consist the data of the vehicle under the menu 'CARS'.

8.1.5. User can choose the places of handing over and returning of the rented vehicles by clicking on the roll off menu 'Places of handing over and returning' under 'HANDING OVER AND RETURN' headline. In case User wishes to choose a different place for return from the place of handing over, User has to click on the checkbox next to 'Different place of return' and can choose a different returning place there.

8.1.6. After this click on 'BEGINNING' under the headline 'PERIOD' and choose the beginning of the renting period and also choose the end of the rental period by clicking on 'END'.

8.1.7. Click on 'Searching of cars' and you can see those vehicles which are available for the chosen period, the description of the vehicles and also each vehicle's rental fee. By clicking on the button called 'RENTAL' at the right side of the description, aggregated data of the rental appears such as rental period, type of the car, main characteristics, amount of deposit, rental fee.

8.1.8. By clicking on 'CONTINUE TO CASH REGISTER' Users can complete fields of personal data. By clicking on 'YES' under the headline 'Create an account' User is able to register to the website.

ATTENTION! In case of buying something as a taxable person with a tax number (e.g. economic operators, individual entrepreneurs, primary agricultural producers) giving name/company name, tax number and billing address is compulsory. The person who acts on the behalf of the taxable person as customer takes full responsibility for the accuracy

of data and for giving real data.

8.1.9. By clicking on 'EXTRA' button Users are able to make use of devices and services that appears there.

8.1.10. If User has questions about any of the vehicles before placing an order, Service Provider's Customer Service is willing to help (contacts above, under "Customer Service").

**8.1.11. Devices provided for identifying and correcting data input errors before sending contractual declaration:**

8.1.11.1. Obvious errors occur during input of data are notified by cautionary messages throughout the process of ordering.

8.1.11.2. Registered Users can modify their personal data related to order during the process of ordering after entering to the website. They can do this by clicking on the 'schematic human figure' icon and after clicking on 'Edit data sheet' button, the personal profile page appears.

8.1.11.3. Contents of the cart, data and parameters of order can be checked, modified or even deleted at any time until placing an order, by stepping back and by modifying, re-typing data at the pages indicated above. Stepping back is possible by using the browser's stepping back button.

8.1.12. User may place a valid order after checking the above mentioned data of order and correcting possible errors occur in data input, accepting present TC and finally by clicking 'PAYMENT' button.

8.1.13. User takes note that sending an order constitutes an obligation to pay.

8.1.14. Service Provider acknowledges order in an automatic e-mail immediately after receiving it. This e-mail is sent to the address provided by User during registration or at the time of placing an online order. Acknowledgement includes all the costs User has to pay or in case of online payment the amount User has already paid. If this acknowledgement does not arrive at User within 48 hours after placing an order, User is freed from commitments of offer. Acknowledgement is considered to be received by User if they have access to it (so it appears among incoming messages at their e-mail account). A Contract regarding to the rental of the vehicle is not created at this point, this acknowledgement is not considered to be an acceptance of the order yet.

8.1.15. Processing of orders happens between 8 am and 4 pm CET zone every working day. In case the order arrives at Service Provider's outside this period, arrival at Service Provider's is considered completed at the beginning of first processing period to follow - in case of prepayment at the beginning of first processing period to follow after the sum of the order arrives at Service Provider's bank account - and processing happens in the following 24 hours.

8.1.16. After starting to process orders - if order has been accepted - Service Provider

informs User about the acceptance of the order in an e-mail. The Agreement about renting the vehicle is realized when contract about purchase arrives at User's e-mail account.

8.1.17. Service Provider calls User's attention to check contents of reconfirmation of arrival of order and reconfirmation of acceptance of order. If any contents of reconfirmation are different from contents of the order, and User does not complain about these within 24 hours after receiving reconfirmation, or accomplishes payment after receiving reconfirmation, then contract is based on content of reconfirmation (not included the provisions involved incorrect prices). In case Service Provider has been notified about reconfirmation of a different content, Service Provider examines notification and modifies order in justified cases.

8.2. Contracting parties declare that the period of present Rental Agreement shall be extended by mutual agreement before the expiry of the period in identical terms in a written form or in an e-mail message after Renter's initiative. The extension enters into force with Lessor's written answer to Renter's request for the confirmed period and with conditions that are declared in this answer.

8.3. Users' request of deletion of their registration does not affect Users' valid orders placed previously.

## **9. Follow-up correction of orders**

9.1. If User would like to modify an already posted order, or has given incorrect data, they must notify Customs Service as soon as possible through one of the contact routes. It is important to lose no time in doing so, so that Service Provider can correct the order before accomplishment.

9.2. In case of correcting an order, Service Provider sends a new reconfirmation to User with the modified content, based on which the new rental agreement is realized, in case there has been an incorrect but previously accepted order.

## **10. Terms of payment**

10.1. Possible forms of payment:

### **10.1.2. Prepayment through online payment service using a bank card:**

Prepayment by the choice of User during placing an order through the service of an online payment supplier.

Online payment service is provided by Barion. By drawing on the service, User can pay by **bank card**.

User exclusively provides data of bank card used for purchase to Barion Payment Ltd.,



Door 5, Floor 5, Building I., 1 Infopark Lane, Budapest 1117 (1117 Budapest, Infopark sétány 1. I. épület 5. emelet 5.)(Barion), as they are redirected to website of Barion during payment process. Barion does not share debit card data with Service Provider.

Further details of online payment are included in the payment service contract conditions, which Users get acquainted with before payment on the surface of payment supplier where they are redirected to during ordering process.

10.2. In case Service Provider cannot accomplish the order because of reasons within its own circle of interest, it refunds the total price of User's payment in connection with the order to User within 14 days after occurring of hindrance.

## **11. Period of performance and conditions of taking over and returning the rented vehicle at the end of the rental period**

### 11.1. Deadline of performance

11.1.1. User may take over the rented vehicle with its extra accessories required during ordering process at the time that was declared in the confirmation letter about accepting the order sent by Service Provider , at the place that was chosen as the place of handover by User.

11.1.2. In case Service Provider is unable to accomplish the order within the given deadline, Service Provider notifies User about the details of the difficulty without any delay.

### 11.2. Taking over the vehicle

11.2.1. In case User does not take over the rented vehicle without actual basis within 2 hours after the start of the rental period and does not notify Service Provider about the delay, Service Provider has the right to rent the vehicle to a third party. In this case, if User does not take over the rented vehicle within 2 hours after the start of the rental period at the place of handover and Service Provider has given the rented car for rent to a third party, Service Provider is not obliged to pay the rental fee back to User.

11.2.2. In case of User's delay for more than 2 hours, Service Provider ensures another vehicle to User only in case of spare vehicle capacity. In this case if the rental fee of the available vehicle is higher than the originally rented vehicle's rental fee, User is entitled to rent the other vehicle after paying off the margin of the two rental vehicles' fees.

11.2.3. In case taking over the vehicle fails from Service Provider's fault, Service Provider pays back the rental fee to user that User has already paid off.

11.2.4. Service Provider takes responsibility for handing over the vehicle in a technical and aesthetic condition which is suitable for normal use. Service Provider is obliged to notify User in detail about the technical condition of the vehicle and about information that is necessary for handling and driving the vehicle no later than the time of handover.

User is entitled to try the vehicle for rent.

11.2.5. Service Provider fills up a form about the condition of the vehicle at the time of taking it over and at the time of returning it as well. The identification of fixed data performs jointly by parties.

11.2.6. User checks the integrity and technical condition of the vehicle as well as the existence of necessary documents at the spot and time of taking over, User checks possible damages, shortness or other differences and indicate them to Service Provider. If User misses checking the vehicle at the time and place of taking over, his/her right to warranty is not affected and it can be practised as described at Point 13.

11.2.7. Only those can drive the rented vehicle who have a valid driving licence on the category of the vehicle. In case there is another person apart from the User who drives the car, Renter is obliged to announce it to Service Provider in advance. The extra fee for an other driver apart from User is 5000 HUF + Vat /day/person.

11.2.8. User may take over the rented vehicle at Service Provider's establishment at 37. Váci Road, Budapest 1044 from Monday to Friday from 9 am to 6 pm, on Saturday from 9am to 1 pm and also at the establishment of Parkolo.com Bt at 242 Main Road, Vecsés 2220 from Monday to Sunday from 0am to 12 pm.

11.2.9. Service Provider ensures to hand over the rented vehicle in a high standard, clean, tidy condition to Renter.

11.2.10. The rented vehicle can exclusively be used beside Hungary in the member states of the European Union with Service Providers prior authorization (Austria, Belgium, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Greece, the Netherlands, Croatia, Ireland, Poland, Latvia, Lithuania, Luxembourg, Hungary, Malta, Germany, Italy, Portugal, Romania, Spain, Sweden, Slovakia, Slovenia)

11.2.11. The additional cost of using the vehicle abroad is 5.000 HUF + VAT / day over the rental fee. In case User drives the vehicle abroad without prior permission of Service Provider, User is obliged to pay off this additional fee afterwards.

### 11.3. Returning the rented vehicle to Service Provider

11.3.1. User is obliged to return the rented vehicle to the place and at time stated at the time of ordering.

11.3.2. User is obliged to return the rented vehicle to the place and at time stated at the time of ordering in the same condition as it was at the time of handing over - considering normal amortization. Renter shall give immediate notice to Lessor in case of any delay. In case Renter does not return the rented vehicle to Lessor in time, after 1 hour returning delay Renter shall pay 50% increased amount of a daily fee. After this every delayed day costs the same amount for Renter, counted days base on calendar days.

11.3.3. The rented vehicle is handed over to User with a full fuel container and it has to be returned with a full fuel container to Service Provider as well. In case User fails to do

so, User is obliged to pay off the missing part of the fuel from the fuel container and to pay an extra 5000 HUF + VAT , in this case the amount of deposit will be decreased with this sum. The indicator for current fuel prices can be found on <https://www.nav.gov.hu/nav/szolgaltatasok/uzemanyag/uzemanyagarak>.

11.3.4. Service Provider ensures to hand over the rented vehicle in a high standard, clean, tidy condition to User. User is obliged to return the rented vehicle to Service Provider in such condition as well, if User does not do so, 10.000 HUF + VAT additional cleaning fee is being paid which will be reduced from the amount of the deposit.

11.3.5. In case User unduly transforms the rented car , User shall restore it to its original state for the call of Service Provider.

## **12. The use of that vehicle**

12.1. User is obliged to use and drive the car on a lawful way (follow traffic rules, all of the relevant legislation and other compulsory specifications). User is obliged to pay any fine or surcharge that comes from not using the car on a rightful way and have to pay off or reimburse all costs to Service Provider even at the expiry of the term of rental. In case the obligation to pay the fine is on the registered keeper of the vehicle, User is obliged to pay it off within 3 working days of receipt the request from Service Provider. Contracting parties agree that Service Provider is not obliged to carry out a rebuttal during an administrative procedure.

12.2. User is obliged to use, handle and protect the vehicle, its documents and accessories with due care , in particular when the vehicle is out of use - even if for a short period - always close down, do not leave valuable things in the vehicle, park the vehicle on a guarded or closed place when it is possible, and show particular caution when leaving the car. User is always obliged to keep the car keys, the traffic licence and the Rental Agreement on him/her. User takes full responsibility for the vehicle, for any damages of it and for each damage of the Service Provider which comes from the rental act.

12.3. Service Provider takes no responsibility for objects or values that have been kept in the vehicle by User, for their damage or disappearance, and also has no responsibility for any personal injuries User or any of the passengers suffer. Service Provider takes no responsibility for damages that comes from a failure of the vehicle except if the failure was caused by fault of Service Provider.

12.4. Only the required fuel can be refueled and keeping the receipt/invoice is advised for 30 days after returning the vehicle. Renter is obliged to reimburse all damages that comes from not appropriate refueling.

12.5. Smoking is prohibited in the rented vehicle , delivering any pets can happen only in a box specially developed for this purpose. In case of violating this rule User is obliged to pay an extra 50.000 HUF + VAT cleaning fee.

12.6. It is expressly prohibited

- to rent or lend the rented vehicle or to hand it over to a person who is not included in the Rental Agreement without the Service Provider's written permission,
- to use the rented car for shipping goods, trailing or providing commercial or other services.
- to use it for carrying passengers on a commercial basis,
- to enter into a sporting event, to compete with the rented car,
- to use it in case of flowing away of cooling liquid, lubricating fluid or when controlling instruments are sending prohibition signs.
- to drive the rented vehicle under the influence of alcohol, medicine or drugs or handing it over for driving to a person under such influence.

12.7. User shall use the rented car as it is intended and by means of Rental Agreement. Service Provider may terminate Rental Agreement in case User continues unintended usage or other usage that is not by means of Rental Agreement in spite of request of Service Provider.

12.8. User is obliged to reimburse all costs that come from damaging or losing the accessories of the rented vehicle. User shall pay the costs of lock replacement in case of the original manufacturer key is lost or stolen or in case of losing or stealing the registration certificate or licence registration plate User shall reimburse Service Provider's costs come from replacing them.

12.9. User is obliged to immediately give notice to Service Provider in case of a failure of the vehicle, and return the vehicle upon decision of Service Provider. In case the vehicle is not in a usable condition resulting from failure despite intended use, User is not obliged to pay rental fee for this period. In case of any failure User can start having the vehicle repaired only with the permission of Service Provider. This cost shall be reimbursed by Service Provider when returning the car at the end of rental period against invoices in case repairing was necessary despite intended use of the vehicle.

12.10. Service Provider has no responsibility in case of the failure of the vehicle by reference to failure of any delivery or journey.

12.11. In case of failure of the rented car if the capacity of the Supplier allows it and has free vehicles, Supplier ensures another vehicle for User. Service Provider cannot guarantee that the category of the replacement vehicle will be the same as the category of the rented vehicle. Decreasing of rental fee cannot be asked under this heading by User. Service Provider reserves the right to refuse giving another vehicle in case of having a road accident from User's fault or in case of vehicle theft.

12.12. In case of any accidents or any harmful events (theft, breaking, damage etc.) of the rented vehicle, User is obliged to give notice to Service Provider about it. In case of an accident User must do everything with due care, in order to clarify the matter, to collect each necessary data for insurance administration (e.g. licence plate number of the other vehicle, name and address of the other driver, name and address of witnesses, data of insurance, site plan, possible photos). User has no right for any kind of agreement, cannot make any declaration of formal recognition to the disadvantage of Service

Provider. User is obliged to cover damages/deficiency that are not covered by the insurance because of lack of data or document that would be necessary for the settlement of the harmful event.

12.13. In case the object of the rental act is destroyed, lost, stolen or become unserviceable or it is not returned from any reasons, User is obliged to compensate the difference that is not covered by the insurance (e.g. contribution, damages not covered by the insurance) to Service Provider.

### **13. Defective performance, warranty, indemnity, right of withdrawal/termination**

#### 13.1. Defective performance

13.1.1. Service provider performs defective if the rented vehicle do not match quality standards of the time of contracting or as it is stated in law.

13.1.2. Service Provider does not perform defective if User knew about the fault at the time of contracting, or should have known about the fault at the time of contracting.

13.1.3. In case of rental done by User considered as Consumer, it must be presumed that any faults discovered by User within six month after purchasing were present at the time of delivery, except if this assumption contradicts the nature of matters or the nature of fault. This practically means that in case of any faults discovered on the product within six month from the time of purchase, the burden of proof lies with Service Provider.

#### 13.2. Liability for defects

13.2.1. User can initiate a demand of liability for defects against Service Provider, if latter performs inappropriately, based on the regulations of Civil Code.

13.2.2. User - based on their choice - can choose between the following liability for defects:

can ask for repair or replacement, except if any of these are impossible to perform or would mean a disproportionately high cost for Service Provider compared to other demands. If User has not or could not ask for repair or replacement, then proportional lowering of counter-service can be asked for or User can repair or have the product repaired paid by Service Provider, or User can desist from contract as well.

13.2.3. User may change from the right to liability for defects to another, however, the cost of this must be paid by User except if it was necessary or Service Provider has given a reason for it.

13.2.4. User considered as Consumer must communicate faults immediately after noticing them, or within no more than two months. (In case of contracts between Consumer and business, faults which are communicated within two months after being discovered, must be considered as faults communicated without delay. Entitled person is responsible for any damages that was caused by any delay in notice.) At the same time,

Service Provider draws User's attention to the fact that User can not realize their right to liability for defects after two years of fulfilling contract. In case of second-hand products, this deadline is one year.

13.2.5. In case of Users considered as Consumers rent a vehicle, they can realize their demands related to liability for defects by communicating the fault, if User proves that product or service has been provided by Service Provider. However, User is obliged to prove that fault was already existent at the time of delivery if six months has already passed after accomplishment.

### 13.3. Assistance Service

13.3.1. Service Provider ensures 'Assistance service' available on given vehicle in case of failure of rented vehicle but takes no responsibility for the quality of Assistance service.

13.3.2. In case of failure of the rented car if the capacity of the Service Provider allows it and has free vehicles, Supplier ensures another vehicle for User.

### 13.4. A right of withdrawal

In view of the fact that in case of a contract relating to a vehicle rental service in which a period of completion or a deadline is laid down, Consumer has no right of a withdrawal so the Consumer cannot exercise a right of withdrawal.

## **14. Exclusion of liability**

14.1. Service Provider is not bound by contracting commitment grounded in law. It makes decisions freely about accepting or refusing Users' orders. Service Provider does not take responsibility for any damage arising from these.

14.2. Service Provider cannot guarantee that User can use rented vehicle for any special intended purposes of User's. However guidelines given in description of the rented vehicle and user's manuals may govern the way of usage. However, Service Provider does not take responsible for any deviance resulting from concrete circumstances of usage.

14.3. Service Provider does not take any responsibility for direct and indirect damages resulting from malicious use of the website or inaccessibility of Internet service provider. Service Provider cannot be held responsible for technical disturbances, for example power or computer network failure. Considering the fact that the Internet is an open, unsafe network, Service Provider is not liable for damages caused by consummation, delayed arrival or other faults of messages and orders that have been sent in an electronic form.

14.4. Service Provider may abolish the possibility to use the website for certain Users, or for all Users at any time without any explanation by stopping the operation of the website. In such cases it fulfills valid and accepted orders and other requests of Users,

however, it does not take responsibility for other possible consequences.

14.5. Images of products and services may differ from reality, in some cases they are illustrations. Service Provider is not liable for possible previously unannounced changes in technical manuals which are beyond its control and made by a producer or a supplier.

14.6. If User has provided data of order erroneously and/or not precisely, Service Provider is not liable for delays or other problems, faults and damages as result of these.

14.7. Contents downloaded by following external references on the website are not influenced by Service Provider. Based on authorized party's request, Service Provider deletes or modifies links. Service Provider does not take any responsibility for contents appearing after using such link or downloading any contents.

## **15. Other regulations**

Service Provider reserves the right concerning legal protection related to contents found at website and regulations about using website, enforcement and change of regulations in case of Users who have not ordered anything but are browsing website. Rules and declaration about this can be found continually at website in Legal Declaration, in present TC and further informative documents.

15.1. Contracting parties declare that they mutually act in cooperation on the path of good faith and fair dealing during fulfillment of related rights and obligations arising from such participation.

15.2. Service Provider declares and takes responsible for being the owner of the vehicle or being the holder of the right of the vehicle and also that a third party has no right or has no claim against the vehicle which would affect or resist the usage of the vehicle.

15.3. In case User is not a natural person, User shall be represented during contracting by an appropriate person who has a representative status and has also been certified to Service Provider. In case it turns out that the person acting on behalf of the marked company identified as User does not have the authorization, obligations that come from the contract falls on to the natural person acting during contracting. By signing the Rental Agreement, as a representative of a legal entity, the natural person who is acting during contracting jointly and severally guarantees to pay off every debt the represented legal entity accumulates from the Agreement.

## **16. Data processing and data protection**

Information about Service Provider's processing activities can be found in "Privacy Policy" and "Cookies Policy".

## **17. Modifying contractual conditions**

17.1. Service Provider reserves the right to modify contractual conditions unilaterally without any prior notice and notification.

17.2. Contractual conditions that applies to contracts based on individual orders are always attached to the contract's final reconfirmation - that creates the contract itself.

## **18. Applicable law**

18.1. In questions not settled in present contract these provisions can be used as normative:

- Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC,
- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény),
- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),
- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),
- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),
- Act XLVIII of 2008 on Basic Conditions and Certain Limitations of Economic Advertising Activities (a gazdasági reklámtevékenység alapvető feltételeiről és egyes korlátairól szóló 2008. évi XLVIII. törvény),
- Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices,
- Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény).

## **19. Complaint, prosecution of law, supervision of Service Provider**

### **19.1. Complaint**

19.1.1. User may complain to Service Provider in letter, on the phone and in an e-mail about problems with Service Provider's services, members, employees or about attitude, activity or default related to distribution and sale of product to User and quality



of product using the following channels:

**Flexi-Car Rent Ltd.**

Address: 37 Váci Road, Budapest 1044.

Telephone: +36 70 533 3175

E-mail: info@flexicar.hu

Service Provider examines oral complaints immediately, if necessary, acts at once. Should this not be possible or User does not agree, and written complaints are replied to within thirty days in written form.

In case User does not agree with Service Provider's acts or it is not possible to investigate the complaint immediately, Service Provider is obliged to make a report without delay about the complaint and also about Service Provider's position and handing over the second copy to User on the spot in case of a verbal complaint given personally or in case of a verbal complaint given on the phone or electronically, Service Provider shall send it attached to the written response.

Service Provider shall allocate User's complaint with an individual identification number when the complaint happens on the phone or electronically.

Service Provider shall properly justify if the complaint is refused.

The report of the complaint shall consist the followings:

- name and address of User,
- place, time and way of proposing the complaint,
- detailed description of User's complaint, list of data, documents and any other evidence presented by User,
- Service Provider's declaration about their point of view on User's complaint in case an immediate investigation is possible,
- the person's name who takes the report and User's signature - except if the complaint happens on the phone or electronically,
- place and time of taking the report,
- the individual identification number - in case the complaint happens on the phone or electronically.

The company is obliged to keep the report of the complaint and the second copy of the answer for three years and to represent it to any audit authority if they are asked to do so.

In case of refusing the complaint, Service Provider is obliged to inform User in writing which authority or conciliator body he or she can turn to with his/her complaint to institute legal proceedings - according to the nature of the case. Moreover, the information has to comprise the headquarter, telephone and Internet availability and postal address of the competent authority and of the conciliator body competent according to the place of residence or stay of the claimant. The information shall also include that the company intends to use the proceedings of the conciliator body with a

view to facilitating a settlement.

In case the consumer dispute between User and Service Provider cannot reach a settlement, User can turn to the following authorities.

#### 19.1.2. Possibility of turning to a conciliator

User (consumer) can ask for the proceedings of a conciliator without any charge regarding the quality, safety of products, applying product responsibility rules, quality of services, furthermore, contracting between parties and accomplishment of contract.

If Consumer has a place of residence or place of stay in Hungary, chamber of commerce and conciliator boards operating in that county (or in the capital) are entitled to act. Contact information of these conciliator boards can be found here: <https://www.bekeltetes.hu/index.php?id=testuletek>.

Consumer can ask for a different conciliator board than the ones indicated above.

Conciliator body entitled to act based on Service Provider's headquarters is:

**Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület**  
**(Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry)**

Address: Magyarország, 1016 Budapest, Krisztina krt. 99. I. em. 111. (99 Krisztina Bld., 1st floor 111, Budapest 1016 Hungary)

Postal address: P.O. Box 10 Budapest 1253 Hungary (Magyarország, 1253 Budapest, Pf. 10.)

Telephone: +36 1 488 2131

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Website: <https://bekeltet.bkik.hu/>

If consumer does not have a place of residence or a place of stay in Hungary:

In international legal disputes between consumers and merchandisers related to online sale and purchase or service contracts, Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry) is entitled to act in Hungary.

#### **Service Provider must co-operate in the proceedings of a conciliator board.**

Conciliator boards operate independently beside county (or metropolitan) chambers of commerce. They are competent to deal with consumers' legal disputes as described above out of court: they try to reach agreements, and if this is unsuccessful, make a decision in order to provide enforcement of consumer rights in an easy, effective and cost-saving way.

Conciliator boards give advice to consumers and businesses about rights and obligations of consumers.

## 19.2. Legal enforcement in court

Contracting parties shall mutually co-operate to reach an amicable agreement, through negotiation within the possible shortest period of time with the possible least cost in the eventuality of certain disputes. If this does not reach a satisfactory solution, Users may bring their complaint to their district court of residence or to Pest Central District Court (Pesti Központi Kerületi Bíróság) as of Service Provider's residence.

19.2.1. If User lives in the European Union, they may draw on the online device of the European Commission to sort out disputes regarding products and services bought on the Internet.

### **Online device of the European Commission to sort out disputes**

Website: <https://webgate.ec.europa.eu/odr>

The EU has created this Internet-based platform for consumers who want to make complaints about products or services bought online, and would like to ask a neutral third party (a conciliator board) to handle their complaints.

You can find further details about the online dispute management platform, its usage and the way disputes are handled on a website accessible through the link above.

19.2.2. User can ask for the proceedings of the county government agency in their area of residence, as consumer protection authority, concerning complaints about quality of the content, as well as complaints about attitude, activities or faults of Service Provider (its members, employees), quality of services and application of regulations about responsibility. The website <https://www.kormanyhivatal.hu/hu/> elerhetosegek gives information about channels to the competent government agency for each district.

User may also communicate their complaint to the authority for consumer protection in the district of Service Provider's headquarters:

### **Budapest Főváros Kormányhivatala Fogyasztóvédelmi Főosztály Fogyasztóvédelmi Osztály**

(Bureau of Budapest Capital, Major Department of Vehicular and Consumer Protection, Department of Consumer Protection)

Address: Floor 3, 19 Sas Street, Budapest 1051. (1051 Budapest, Sas u. 19. III. em.)

Postal address: Floor 3, 19 Sas Street, Budapest 1051.

Telephone: +36 1 450 2598

E-mail: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu)

Website:

<http://www.kormanyhivatal.hu/hu/budapest/szervezeti-egyseg/fogyasztovedelmi-foosztaly-2017>

## 19.3. Supervision

19.3.1. User may exercise their opportunities to enforce their rights at court, as well as turn to the National Authority for Data Protection and Freedom of Information:

**Nemzeti Adatvédelmi és Információszabadság Hatóság**

(National Authority for Data Protection and Freedom of Information)

Address: 1055 Budapest, Falk Miksa utca 9-11. (1055 Budapest, Falk Miksa Street 9-11.)

Postal address: 1363 Budapest, Pf. 9. (1363 Budapest, P.O. Box.: 9)

Telephone: +36 1 391 1400

Fax: +36 1 391 1410

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Website: <http://www.naih.hu/>

If court procedure has been chosen - according to concerned User's choice - a lawsuit can be initiated at the court of justice in concerned party's place of residence or place of stay, as consideration lies in the competence of court of justice.

Download/print the document: [HERE](#)

2024.03.30.

Flexi-Car Rent Kft.