

General Terms and Conditions

1./ Contracting parties:

MotoBike Kft. as Lessor (address: 2030 Érd, Fehérvári út 32/b., registration number: 13-09-178676, tax number: 25456264-1-13, general manager: Kovács Zoltán Imre) and

Lessee as the driver of the rented motorcycle can rent the vehicle only if he / she has an 'A' type driver license without any power limitation. Lessee, for a specified period of time, from the beginning of the rental until returning the motorcycle, is considered to be the temporary registered keeper of the vehicle.

2 / Conditions of booking:

a/ Documentations of identification:

Lessee has to present his/her valid and original documents such as ID card or passport, driving license, address card etc. Lessee consents to get the above documents copied and retained by the Lessor, furthermore the personal information shall be managed under the provisions of the Data Protection Act.

b / Valid driving license:

The category 'A' driver license should be valid until at least the end of the planned rental period.

c./ Bank card:

The Lessor accepts only embossed bank cards which will not expire for at least another 6 months after the end of the rental period. The bank card holder should always be present at the signing of the rental contract and of the documents relating to it.

d / Security Deposit:

The Lessee is obliged in all cases to pay a security deposit of HUF 300 000/€1000.

At the expiry of the rental contract the security deposit should be refunded unless the

Lessee's payment obligation or the liability for the damages under the present General Terms and Conditions exist.

There is no interest to be paid for the amount of the security deposit during the retention time.

e/ Usage of the deposit

The security deposit is primarily collateral for the damages caused by the Lessee to the Lessor. Lessor is entitled to keep back the price of the damaged parts, the cost of replacing it and the repair in case Lessee, because of damages or deficiencies, returns the rented motorcycle not in the same technical condition as it was in at the time of the handover at the beginning of the rental. Afterwards Lessor is obliged to reckon with the amount of the remaining part of the security deposit to the Lessee within 60 days from the termination of the rental contract.

In case of theft, total loss or total destruction the Lessor is entitled to keep the whole amount of the security deposit.

If the rented motorcycle was used at committing any kind of criminal act the Lessor may withhold the whole amount of the security deposit until the end of the court procedure and charge the arising costs on the Lessee even beyond the amount of the security deposit.

3./ Fulfilment of booking, period of booking, paying the booking fee:

a./ Booking, rental:

The final booking happens by paying the total amount of the booking fee via www.motorbikerent.hu website.

Lessor only accept bank transfer payments from non-Hungarian citizens or in case the booking is coming from outside Hungary.

b./ Period of booking:

The booking is always for a determined period, the base unit is 24 hours, namely 1 day. 1 day is the minimum length of booking.

4/ Content of the rental fee:

The fee of using the motorcycle during the rental time, unlimited mileage, motorway tolls inside Hungary, compulsory liability insurance fee, refilling lubricants, providing suitable tires, providing vehicle replacement if it is necessary and possible, unlimited number of border crossing to EU countries are included. All these fees and prices include VAT.

5/ The rental fee does not contain, Lessor bear the costs of:

The cost of fuel, motorway tolls in EU countries outside Hungary, parking fees, ferry fees, furthermore any additional costs are paid by Lessee

6./ The Lessee is obligated to pay the following fees and costs to the Lessor:

- Refueling fee (the price of the fuel+HUF 2 000) if the Lessee delivers the motorcycle back with less fuel (compared to the full tank as it was given),
- In case of further use, if it exceeds 1 hour, late delivery extra fee will be charged. After 1 hour delay 1 extra day shall be paid and if there is another 4-hour delay there will be an additional surcharge, as well. The surcharge shall be paid in addition to the rental fee and it is HUF 2 000 + VAT after each started hour,
- Lessee acknowledges that in case of a delay more than 12 hours – if the Lessor does not accept his /her explanation – the Lessor can report it to the police and can have a general alarm out for the motorcycle assuming that the Lessee has committed embezzlement violating the §372 of the Penal Code. The Lessor can do the same if he / she has other evidences establishing a presumption in accordance with the above,
- If there is an evidence for that Lessee did not use the required quality of fuel for the motorcycle, Lessee should pay for the damages resulting from this and also should pay for the cost of refilling the fuel tank.
- Fines, costs, surcharges resulting from violating the KRESZ (Rules of the Roads), unauthorized use of highway furthermore additional cancellation costs of bookings because of the previous violations and the court fees and duties, if a legal procedure takes place,
- The prices of the documents of the motorcycle, number plate, registration certificate, default keys, first aid kit, default tool kit - received by the Lessee - based on the present price list in case of losing them or in case of their annihilation.
- The costs of the excessive wear resulting from the misuse of the motorcycle based on the present price list.

- Delivery costs of the motorcycle from and to the head office (2030 Érd, Fehérvári út 29) according to the current price list in case Lessee picks up the motorcycle and gives it back at a different place,
- Delivery charge - according to the current price list - back to the premises incurred because of the motorcycle has become inoperable due to an accident,
- All costs related to the take-back process regulated in point 9,

7./ Payment:

The rental fee of the motorcycle and the security deposit is always **should be paid in advance**.

The rental fee of the motorcycle can be paid in cash (except for 3/a), by bank card, by transfer payment to the account of **MotoBike Kft**. The rental fee considered to be paid only if the amount has been credited on the bank account of the Lessor. Until the transfer payment has not been credited on the account of the Lessor, the Lessor can refuse handing over. The security deposit will be locked on a security deposit account until the end of the rental period.

8./ Invoicing:

MotoBike Kft has to issue an invoice about all cash flows in accordance with the current legal provisions in force. VAT is always included on the invoice.

The invoicing data shall always be indicated by the Lessee in advance before any money transaction. Any accounting billing complaint can be accepted in 8 days from receiving the invoice. In case of a transfer payment the fees and prices indicated in foreign currency will be exchanged into HUF according to currency selling rate of the Lessor's account holding bank (OTP Bank).

9./ Handover and repossession of the rented motorcycle

Lessor hands the rented motorcycle over to the Lessee in appropriate technical and esthetical condition with the laid down accessories, default keys, original documents, drawn up in the rental contract.

Lessee is required to return the rented motorcycle at the premises of the Lessor in the same technical and esthetical condition, damage-free, with all the accessories (documents, keys) as it was given and it was recorded in the rental contract - taking the normal wear into consideration. **The motorcycle is always handed over with a full fuel tank and it shall be returned the same way with a full tank.** If the tank is not full Lessee has to pay the cost of refueling. (point 6) The Lessee is responsible for the condition of the motorcycle until the official returning process has not been completed.

10./ Usage of the rented motorcycle:

The Lessee should use, operate and preserve the rented motorcycle and its accessories according to the guidance of the user's manual with due care and caution. **The rented motorcycle can be used only on hard-surfaced roads.** Lessee should check the lighting devices, the liquid levels, the brakes and the pressure in the tires every day before using the motorcycle in order to ensure operational safety. Lessee shall take full and unconditional liability for damages of the engine, frame, braking system or any other part of the rented motorcycle in case of failures caused by non-application of the regulations, careless or improper usage.

Lessee is obligated to protect the rented motorcycle and all its accessories against theft by using all possible means. So the motorcycle should be locked when it is out of use and to be parked at a protected or closed place if it is possible. Due care and caution should be exercised when the motorcycle is left alone.

Lessor shall not be responsible in any way for the damage or disappearance of the objects placed by Lessee in the rented motorcycle.

It is forbidden:

- to lease the motorcycle out for a third party, to let any other (unauthorized) person drive, to operate the motorcycle while under the influence of alcohol or a controlled substance, or a prescription or non-prescription drug which could impair the operator's ability to drive or to operate the vehicle, to continue riding of the motorcycle in case of a technical failure or shortage of liquid (motor oil),
- to operate the motorcycle to instruct an unlicensed person in the operation of the motorcycle, to operate it for any transportation which are contrary the customs rules or illegal, to carry passengers or property for a fee (tacitly or expressly), off-road biking, using it at any motorsport racing events, including racing, contest or training, using it for test drive.
- The Lessor is entitled to immediately and unilaterally terminate the contract if the Lessee intentionally violates any of the obligations coming from the contract or from this General Terms and Conditions. In this case the Lessor or a person who is certified to be the Lessor's authorized representative has the right to take the rented motorcycle arbitrarily back from the Lessee.

11/ In case of the technical failure of the rented motorcycle:

The Lessor agrees to pay the repair costs of the rented motorcycle if they occur during normal use. Lessee is obliged to contact Lessor (+36-70-367-88-55, or motobikekft@gmail.com) and ask for measure if rescue is needed because of technical failure or accident.

In case of technical failure, Lessee can go to the nearest service center where he / she can get the rented motorcycle repaired without the prior written consent of the Lessor upto gross HUF30.000 (€100) on the Lessor's expense. The repair should be made against an invoice, and the invoice should be issued for the name of Lessor:

MotoBike Kft. 2030 Érd, Fehérvári út 32/b.

During the term of the rental Lessor is entitled to refuse the replacement of the damaged motorcycle in case of a traffic accident or theft if it had happened due to the behaviour of Lessee.

12/ In case of accidents with bodily injury or material damage Lessee is obliged to:

- call the police and in case of malicious damage or theft press charges at the police and hand the official document (police report) over to Lessor, exercise due care and caution in order to clarify the matter, obtain all possible data of those who are involved in the accident (the number plate of the other vehicle; the name and address of the driver of the other car; names and addresses of witnesses and contact to them; taking pictures, etc.),

- ensure the safe keeping of the rented motorcycle on Lessor's expense – based on the required prior consultation with the Lessor, fill in the accident statement and pass that to Lessor.

Lessee has no right to reach an agreement and is not authorized to make any kind of acknowledging statements on behalf of Lessor with legal consequence.

13/ Insurance:

The rented motorcycle specified in the rental contract has third party liability insurance but Lessor is not obliged to use the service of the insurance, its damage claim shall be settled from the security deposit.

13.1 The insurance does not cover the damages of the tires and the damages caused by using improper fuel. Lessee is obliged to carry the keys and the registration certificate during the rental. In case of theft if Lessee cannot hand over the keys and registration certificate to **Motobike Kft as Lessor** (2030, Érd, Fehérvári út 32/b.), and if it gets proved by the inquest that the key of the motorcycle has been copied and the insurance company does not give reimbursement because of this, Lessee is obliged to reimburse the total value of the motorcycle.

Lessee acknowledges that he / she has total financial liability for the damages of the rented motorcycle and for the damages caused by the rented motorcycle if the insurance company does not give a compensation or give only a partial compensation due to circumstances within the Lessee's control (for example: influence of alcohol, accident due to circumstances within the Lessee's control, unauthorized use detailed in 10, etc.)

In case of damage Lessee is obliged to provide all the necessary documents needed for the administration to **Motobike Kft as Lessor** (2030 Érd, Fehérvári út 32/b.).

Lessee shall pay the total amount, up to the purchasing price of the motorcycle:

for all damages occurred during the rental period if they are not insurance event, in case of theft or partial theft damage if the Lessee left keys and the registration certificate in the motorcycle, in case any act or behavior of the Lessee what rules out or limits the indemnity of the insurance company.

14/ Data Protection

Lessor shall handle the data in connection with the identity of Lessee and the data provided by Lessee according to the Data Protection Regulation of the company and uses them solely in proceeding the rental process, or for their own sales and marketing processes. The data shall not be given to any third party. Lessor is entitled to give the data of Lessee to a third party if Lessor can start official procedures in cases regulated in the present Terms and Conditions or if the data provided by Lessee is false or in case of any other legal dispute between the parties.

By signing the rental contract and the associated documents (for example: strict liability statement) Lessee consents to have his / her personal data and information related to it be given out to authorities and to other organizations in the process of the recovery of different types of fines or other surcharges.

To avoid the described procedures you are firmly asked to adhere to the speed limitations and the other regulations of the Road Traffic Act!

15/ Other provisions:

By signing the rental contract Lessee unilaterally and irrevocably commits himself / herself to pay his / her payment obligation forthwith in cash (at the return of the rented motorcycle) in case of violating the provisions of the rental contract or the present General Terms and Conditions.

The Contracting Parties shall be obliged to cooperate during the term of the rental. They shall immediately notify each other about all the important circumstances or obstacles which are significant regarding to the fulfilment of the rental contract. The notification can only happen in written form (text message, email).

In case of a legal dispute arising from this contract the parties appoint the exclusive competence of Érd District Court.

The Contracting Parties declare that if any of the provisions of the rental contract, the related documents or the present General Terms and Conditions would be declared void they would conclude this contract even without this provision, so excluding the void provision all the other parts of the rental contract and the related documents and all their provisions are binding on the Parties.

The contracting parties agree to the terms of the present General Terms and Conditions by signing the Motorcycle Rental Contract.