Car4Life GmbH General Terms and Conditions for Short and Long-Term Vehicle Rentals (Effective: 09.2026)

Car4Life GmbH, hereinafter referred to as “Car4Life” or “the Lessor,” leases one or more vehicles to the Lessee in accordance with the following terms and conditions, which the Lessee hereby accepts:

Contractual Relationship

These General Terms and Conditions (“GTC”) apply to all rental agreements between Car4Life GmbH (“Car4Life,” “Lessor”) and the Lessee. Individual agreements in the rental agreement or in the booking confirmation take precedence over these GTC. Any deviating terms and conditions of the renter shall not become part of the contract—even if we do not expressly object to them. To the extent that these GTC do not contain any provisions, the statutory provisions shall apply.
Verbal side agreements are invalid, with the exception of the tenant’s extension of the rental period by telephone.
Individual agreements in the rental agreement or in the booking confirmation take precedence over these General Terms and Conditions.
Verbal side agreements are invalid unless they are expressly confirmed in writing.

1. General requirements for vehicle rental

a) The renter must be at least 18 years old and have held a valid driver’s license for at least one year.
If, after the contract is concluded, it turns out that the renter has provided incorrect or incomplete information, the rental company is entitled to terminate the contract immediately. Claims for damages remain unaffected.
b) For First Class and Business Class vehicles, a minimum age of 21 and at least one year of driver’s license ownership apply.
c) A valid driver’s license in Europe is required.
d) The renter must be in possession of a personal credit card.
e) Renters between the ages of 18 and 24 are considered young drivers—additional fees may apply.

2. Requirements for Vehicle Pickup

a) A valid driver's license, credit card, passport or national identity card, and proof of residence are required. A foreign driver's license is accepted if it is the original or a certified translation legible in Latin script and meets the requirements outlined above. An international driver's license is only accepted in conjunction with the underlying national document. A declaration of loss of a driver's license is not accepted.
b) The security deposit, which varies depending on the vehicle, is payable upon pick-up in cash, by bank transfer, credit card, or debit card.
c) The entire rental price and the security deposit must be paid before the rental period begins.
d) The renter is obligated to inspect the vehicle inside and out together with the handover representative upon pick-up and to note any damage or scratches found in the handover report.
e) The renter is obligated to sign a rental agreement containing all rental guidelines.

Vehicle depictions (website, social media, offers) do not constitute a binding offer. The rental agreement is concluded upon written confirmation (including via email or electronic booking system) or upon actual handover of the vehicle.

3. Services

Car4Life may offer additional services (e.g., additional drivers, insurance options, delivery/pickup, special equipment). The specific scope of services and prices are set forth in the rental agreement/booking confirmation as well as in Car4Life's current fee schedule/price list.

4. Discounts / Special Terms

Discounts, promotional prices, or individually agreed price reductions are valid only if the rental specified in the booking confirmation is properly utilized. If the renter fails to appear at the agreed pickup time, or if there is a no-show attributable to the renter or a late cancellation, the rental company is entitled to,

a) retroactively cancel the granted discount and charge the standard rate applicable to the vehicle, as well as
b) additionally charge the no-show or late fees specified in the currently valid price list.

The terms and conditions stated in the booking confirmation shall apply.

5. Other

5.1 Discounts and Vouchers

Vouchers and discount promotions are valid only during the specified period; if no period is specified, they are valid for 12 months from the date of issuance. Cash redemption is not permitted. Misuse (e.g., resale) may result in suspension.

6. Requirements for Vehicle Return

a) The vehicle is handed over with a full tank of fuel and must be returned with a full tank. If the vehicle is not fully fueled upon return, a penalty fee equal to 20% of the fuel costs will be charged. Please refer to Section 18(b) regarding the processing fee. Only fuel specified in the fuel instructions on the fuel cap (95 or 98 octane gasoline or diesel) may be used. The renter must provide proof of this upon the rental company's request by presenting the fuel receipt.

b) All agreed-upon fees following the end of the rental period must be paid within 5 business days; otherwise, additional costs may apply. Please refer to Section 18(b) regarding the processing fee.

c) If the vehicle is returned with minor or significant soiling, please refer to Section 18 regarding the processing fee.

d) Extension of the rental period or early return is permitted only by prior arrangement—at least 24 hours in advance.

e) In the event of a violation of these contractual prohibitions, the renter is liable for all resulting damages.

f) The renter agrees to return the vehicle and its accessories at the end of the agreed rental period—unless otherwise agreed—to the rental station where it was picked up. Returns are only accepted during the rental company's business hours. If the vehicle is returned outside of opening hours, the rental agreement is extended until the station reopens. Until then, the renter bears the risk for any damage to the vehicle.

g) If the vehicle is not returned to the agreed-upon location, a fee of between €1.50 and €5.00 per kilometer will be charged for pickup, depending on the respective vehicle class. For rental periods of 24 hours and 30 minutes or longer, an additional rental day will be charged.

h) In the event of lost keys, the cost of replacement keys plus a 50% fee will be charged. Damage to accessories will also be billed accordingly.

i) Transporting animals is strictly prohibited! In the event of a violation, a contractual penalty of €299, regardless of fault, is agreed upon.

j) In the event of stone chips on the windshield, the compensation is €500 for premium and luxury vehicles and €280 for all other vehicle classes.

k) All vehicles are monitored via GPS. Improper use can be reviewed retroactively for up to two years and billed to the tenant.

l) Smoking is strictly prohibited in all vehicles. This includes smoking and vaping any type of tobacco, e-cigarettes, disposable vapes, hookahs, tobacco heaters, and other smoking or vaping devices, regardless of the substance used (e.g., tobacco, nicotine, CBD, herbs, or liquids). Please note point No. 13a.

m) If the tread depth of the tires has changed by 0.5 mm or more upon return, the renter is obligated to pay a no-fault contractual penalty of €200 per mm.

n) For driving with launch control, drifting, and burnouts, the renter will be charged an additional fee of €500. This provision applies exclusively to sports vehicles.

o) **Excess mileage billing:** If the booking includes a mileage package, the kilometers included therein apply. Excess kilometers will be billed in accordance with the booking confirmation/price list and may be billed retroactively (e.g., after return).

p) Reimbursement for further damages remains unaffected.

q) See Section 18 regarding the processing fee.

7. Prohibitions and Obligations

a) The vehicle may not be used for racing, training, demonstrations, subleasing, or unauthorized purposes.
b) Unauthorized repairs or towing are prohibited.
c) The renter must immediately notify Car4Life of any changes to their master data (company/address/contact information) as well as any circumstances that could jeopardize the fulfillment of the contract (e.g., payment difficulties, impending foreclosure/official seizure.
d) Accidents must be reported immediately to the police and to Car4Life. Without a police report, the renter is fully liable.
e) The renter is obligated to notify the rental company immediately of any accident or breakdown and to provide the rental company or its insurer with all requested information without delay, and in any case immediately upon request.
f) The renter is not authorized to acknowledge or satisfy, in whole or in part, any third-party claim arising from a traffic accident or breakdown.
g) The tenant is prohibited from authorizing or performing repairs on their own initiative. If the tenant nevertheless carries out a repair on their own initiative, they must bear the actual repair costs incurred by the rental company and additionally pay a fee amounting to 25% of the net repair costs.
h) Should the renter take the vehicle abroad in violation of the contractual agreement, a no-fault contractual penalty of €1,499.00 is agreed upon.
i) The vehicle must always be parked securely. Sports and luxury vehicles must be parked under cover.

8. Rental zones / Permit required.

a) Zone 1: AT, DE, CZ, FR, NL, CH, B, LI, LU – (SLL) Comprehensive insurance available.
b) Zone 2: IT, S, P, UK, SK, CH, SL, – (HCL) Partial coverage & (SSL) Comprehensive insurance available – Permit required.
c) Zone 3: PL, BG, HU, RO, BIH, KR, MD others – third-party insurance only.

9. Tenant's obligations regarding vehicle condition and service

a) The customer is obligated to inform the rental company immediately as soon as

- Warning or indicator lights come on in the vehicle,
- Error messages are displayed,
- the mileage exceeds the contractually agreed limit,
- Do not engage towing or repair services, etc.- even if a service or maintenance indicator appears

b) The rental company informs the customer of upcoming service or maintenance appointments as well as the authorized service center designated for this purpose. The customer is obligated to comply with these requirements.
c) If the customer fails to report as specified in point a) or does not comply with the service and maintenance requirements, they shall be liable for all resulting damages, repair and maintenance costs, as well as any applicable processing fees.
Please note points 18(b) and (c).

10. Payment and Reservation / Card Charge

a) Payment methods: Cash, credit card, debit card, bank transfer (with proof of payment upon pickup).
b) Reservation:
In the event of a no-show or a delay of more than 2 hours, the reservation is forfeited without entitlement to a refund.
c) Car4Life reserves the right to provide upgrades or reclaim vehicles in the event of a breach of the terms of the contract.
d) The renter authorizes the rental company to charge all claims arising from the rental agreement (rental fee, additional services, deductible, cleaning, no-show, traffic violations) to the payment method provided by the renter. A separate signature is not required for this, provided the claim arises from the specific rental agreement

11. Insurance Coverage / Deductive

All vehicles are covered by liability insurance in Austria and the EEA.

Additional insurance can be purchased:

a) Partial Liability: Liability up to a specified amount is waived in the event of lawful use.
b) Comprehensive Coverage: Extensive liability exemption.
In the event of gross negligence or a breach of the terms of the contract, the renter is liable for the full amount.
c) The deductible applies to each individual claim; this expressly applies even within the scope of existing comprehensive coverage.
The reduction in liability does not release the renter from the obligations under this contract. The reduction in liability is not granted if the renter or the driver of the vehicle causes the damage through gross negligence or intentionally, causes damage to the roof or underbody, drives under the influence of alcohol or drugs, uses the vehicle for purposes other than those permitted under this contract, commits a hit-and-run, does not possess the required driver's license for the vehicle, drives the vehicle outside the agreed-upon usage area, or in the other cases listed in this contract.
d) Deductible Provisions – The provisions contained in Annex 1 (Supplementary Provisions to the General Terms and Conditions (GTC)
are an integral part of these provisions.

12. No Right of Retention / Prohibition of Set-off

The renter is not entitled to withhold or defer payments due to alleged defects, counterclaims, or complaints. Set-off is permitted only against undisputed or legally established claims.

13. Cancellation/ Contract Termination
Long-Term Rental / Short-Term Rental

Definition of **Long-Term Rental / Short-Term Rental**
A short-term rental exists if the agreed rental period is at least 24 hours and less than 28 calendar days.
A long-term rental exists if the agreed rental period is 28 calendar days or more.
The handover and return of the vehicle generally take place during Car4Life's business hours.

13.1 Minimum Rental Period by Vehicle Class (LZ – Long-Term Rental)

a) For long-term rentals, the following minimum rental periods apply, depending on the vehicle class specified in the rental agreement:
   - Economy: 1 Months
   - Premium: 3 Months
   - Luxury/Sport: 3 to 6 months as per contract

b) The vehicle class is determined by the respective rental agreement/quote

c) Upon expiration of the minimum rental period, the contract continues for an indefinite period—unless a fixed term has been agreed upon—and may be terminated in accordance with Section 13.2.

13.2 Ordinary Termination (LZ - Long-Term Rental)

a) Unless otherwise agreed, the long-term rental is concluded for an indefinite period and billed on a calendar-month basis.

b) The renter may terminate the contract in writing at any time after the minimum rental period has expired, with one month's notice to the end of the month.

c) The date of receipt of the notice of termination by the Lessor shall be decisive.

d) The Lessor shall confirm the termination in writing and notify the Lessee of the return date and location.

14. Early Termination of the Contract by the Lessor

a) The Lessor (Car4Life) may terminate the lease agreement early or without notice if continuation becomes unreasonable due to a legitimate interest, particularly upon discovery of false personal information, questionable creditworthiness, serious unreliability, or breach of contractual obligations.
In addition, the lessor's claims for damages remain unaffected.
For the avoidance of doubt, repeated serious traffic violations or dangerous driving within the meaning of Clause 22.1 shall constitute a serious contractual breach and shall entitle Car4Life to terminate the rental agreement with immediate effect and to demand the immediate return of the Vehicle.

Good cause also exists, in particular, if the continuation of the lease is unreasonable for Car4Life due to damage to the vehicle (e.g., high cost of damage, disproportionate repair costs, or multiple incidents of damage caused by the lessee).

b) Obligation to pay in case of early return or termination: If the renter returns the vehicle before the end of the contractually agreed term or if the contract ends prematurely for reasons attributable to the renter, the customer is obligated to pay all remaining rental payments in full until the end of the contract.

c) In this case, the renter must return the vehicle to the rental company immediately at their own expense; the rental fee remains in effect until the vehicle is actually returned.

15. Cancellation Before Pickup / Failure to Pick Up / Refusal to Accept – B2C

15.1 Definition

A cancellation occurs if the renter terminates the rental agreement before the vehicle is handed over, fails to pick up the vehicle at the agreed time, does not show up (no-show), or refuses to accept the vehicle. Failure to pick up the vehicle or refusal to accept it is expressly considered a cancellation within the meaning of this section.

15.2 Cancellation fees prior to check-in – Short-term rental

In case of a cancellation prior to check-in, the following cancellation fees apply based on the agreed rental price:

Time of cancellation prior to the start of the rental period	Applicable cancellation fee
30 days or more before the start	20% of the agreed rental price
29–14 days before the start	30% of the agreed rental price
13–7 days before the start	40% of the agreed rental price
6–3 days before the start	60% of the agreed rental price
Less than 72 hours before the start / No-show	100% of the agreed rental price

15.3 Cancellation fees prior to check-in - Long-term rental

Time of cancellation prior to the start of the rental period	Permitted cancellation fee
Above 30 days	Free of charge
From 30 to 15 days	15 % of the agreed monthly rent
From 14 to 8 days	30 % of the agreed monthly rent
From 7 to 3 days	50 % of the agreed monthly rent
Less than 72 hours / No-Show	100 % of the agreed monthly rent

15.4 Special Case: Vehicle Procurement:
B2B & B2C

If it can be proven that the vehicle was procured specifically for the renter's order (in particular through purchase, conclusion of a lease agreement, or special equipment expressly requested by the renter) and the renter cancels the contract before the vehicle is handed over, Car4Life is entitled to claim a flat-rate minimum compensation amounting to 50% of the remaining rent payments scheduled for the agreed contract term.

Any expenses saved, as well as any subsequent rental or utilization of the vehicle, shall be offset against this amount.

The renter reserves the right to prove that Car4Life incurred no damages or only minor damages.

15.5 Damages

Car4Life remains entitled to claim provable damages in excess of the cancellation fee, provided such damages exceed the cancellation fee. Any expenses saved, as well as any alternative rental of the vehicle, shall be offset against this amount.

15.6 Settlement at the End of the Contract / Mileage Policy & Deposit

Any security deposit paid will be refunded—subject to any outstanding claims—to the account provided by the renter within ten (10) business days of cancellation.

a) The final settlement is based on the agreed-upon rental fee, additional services, excess mileage, any damages, and other agreed-upon charges.
b) Excess kilometers will be charged in accordance with the price list/contract.
c) Unused included kilometers ("remaining km") will not be refunded in cash and will not be paid out; they serve exclusively as an included service up to the agreed upper limit.
d) In the event of early return/termination within a rental month, the mileage provision for the rental month that has begun remains in effect; no pro-rata payment or reduction will be made.
e) he security deposit will be refunded after the final settlement within the agreed-upon period, provided there are no outstanding items.

15.7 Distinction from Termination After Handover

Provisions regarding cancellation or termination of the contract after the vehicle has been handed over remain unaffected by this and are governed exclusively by the relevant provisions of these Terms and Conditions (in particular Sections 13 and 14).

Only written cancellations sent via E-mail (mieten@car4life.at) are valid.
Credit card information serves as a security deposit.

16. Default interest and reminder fees

In case of a late payment, the Lessor is entitled to charge late payment interest at the statutory rate as well as reasonable reminder and collection fees. The Lessee shall bear all costs of appropriate out-of-court collection or recovery measures.

17. No Withholding or Set-Off

The tenant must pay all amounts due under the rental agreement. Payments may only be withheld or reduced if the rental company has accepted the tenant's claim or if the claim has been confirmed by a court.

18. Processing Fees / Traffic Violations and Taxes

a) **The renter is responsible for all fines**, penalties, toll charges, parking charges, administrative penalties and other official charges resulting from the use of the Vehicle during the rental period, insofar as they are attributable to the Hirer or an authorised driver.
b) Car4Life charges an administrative processing fee for each separate authority case, notice, penalty, request for driver information or other official proceeding requiring processing by Car4Life. The standard administrative fee is EUR 35 per case. Where additional processing effort is required, the administrative fee may be increased up to EUR 350 per case.
In the event of damage or additional work, up to 20% will be charged as an additional fee.
c) **Each separate incident,** authority reference number, penalty notice or administrative proceeding shall be processed and charged individually. If several penalties, notices or authority requests arise during the rental period, the applicable administrative processing fee may therefore be charged separately for each individual case. The official fine, penalty, toll or other charge itself is not included in the administrative processing fee and shall be borne separately by the Hirer.
d) All local taxes are included in the rental price.

19. Return Outside of Business Hours

a) A return outside of the published return times requires the prior consent of the rental company. If the return nevertheless takes place outside of business hours or if the vehicle is merely parked, the renter bears the risk of loss and costs (theft, damage, parking fines) until the actual handover/inspection by the rental company).
b) The rental period continues until the vehicle is actually taken over.
Please refer to Section 18

20. Replacement of vehicle

a) Technical defects, late returns by previous renters, or force majeure may result in the booked vehicle being unavailable. The rental company may provide a replacement vehicle of equal or higher value.
b) There is no entitlement to a specific model or to compensation for damages due to unavailability, except in cases of intent or gross negligence.

21. Accident / Breakdown / Damage

a) **Initial measures & prohibition on continuing the journey:** Secure the accident scene (safety vest, warning triangle), assist the injured, and call emergency services. Continuing the journey is prohibited if safety-related warning indicators are displayed
b) Accidents must be reported to the police and Car4Life immediately. Without a police report, the renter is fully liable.
c) **Documentation requirement.** Photos/videos of the accident scene (all sides), license plates, identification, witnesses, sketch, time/location; complete the European Accident Report. If no report is available, a police report is required.
d) **Reporting deadlines.** The renter must notify Car4Life immediately, in any case within 2 hours by phone and within 12 hours in writing (info@car4life.at). The renter is not authorized to acknowledge or settle, in whole or in part, any third-party claims arising from a traffic accident or breakdown.
e) **Wrong fuel/fluids.** Refuel only in accordance with the manufacturer's specifications. In the event of wrong fuel, operation without oil or with the wrong oil, AdBlue errors, or continuing to drive despite a warning, the renter is liable for all consequences (cleaning, injectors, catalytic converter/DPF, etc.).
f) **Loss of use/downtime.** If the renter is (jointly) responsible, they shall owe compensation for loss of use per calendar day equal to 1/28 of the agreed monthly base rent, plus storage, towing, and appraisal costs.
g) **Seizure/Confiscation.** Costs, fines, and storage fees shall be borne by the renter; they must cooperate in the surrender or return of the vehicle. See also Clause 22.1 regarding serious traffic violations and dangerous driving.

22. Use for Illegal Purposes / Transfer to Third Parties

a) The use of the vehicle for criminal offenses or administrative violations, as well as taking it into countries not agreed upon, is prohibited
b) The transfer of the vehicle to unauthorized drivers entitles the lessor to terminate the rental agreement immediately and to claim compensation for all damages.
c) Any transfer or provision of the vehicle to unauthorized third parties is prohibited without the prior written consent of the lessor.
d) If the lessee violates this prohibition, the lessor is entitled to demand a contractual penalty of EUR 350 to 1750 per violation. The right to claim additional damages is expressly reserved.
e) In such cases, the Lessor is also entitled to retroactively revoke any discounts or special terms granted and to bill the rent for the relevant period at the applicable standard rate.
f) Multiple lessees/drivers are jointly and severally liable.

22.1 Serious Traffic Violations, Dangerous Driving and Contractual Penalty

a) The Hirer and every authorised driver are required to comply with all applicable road traffic laws and to operate the Vehicle in a safe, responsible and vehicle-preserving manner.
b) Repeated serious speeding or other dangerous or reckless driving behaviour shall constitute a serious contractual breach, in particular where such behaviour continues after at least two documented warnings issued by Car4Life. This shall especially

apply where the driving behaviour materially increases the risk of an accident, abnormal or excessive wear of tyres, brakes, drivetrain or other Vehicle components, or the risk of official measures such as impoundment, seizure or a driving ban.
c) A serious contractual breach within the meaning of this Clause may result in a contractual penalty of up to 75% of the applicable rental charge. In the event of a further serious breach following documented warnings by Car4Life, or where the Hirer's conduct results in or directly creates the legal conditions for official impoundment, seizure or a comparable official restriction concerning the Vehicle, the contractual penalty may amount to up to 100% of the applicable rental charge.

The amount shall be determined according to the severity and frequency of the conduct, the degree of fault, previous warnings and the objectively identifiable risk or consequences caused by the violation.

23. Pesonal data

a) Upon commencement of the business relationship, the Lessor is entitled to electronically store and process data—which may include personal data—pertaining to the Lessee and the Lessee's employees using the vehicle for the purposes of contract execution, customer consultation, market and opinion research, and for its own promotional campaigns in accordance with Article 6(1)(b) and (f) of the EU General Data Protection Regulation.
b) The data will be stored for up to 11 years after the end of the contract in accordance with statutory retention periods.
c) The renter is aware that technical vehicle data collected from the rental vehicle (fluid levels, service and repair requirements, remaining service life of wear parts, odometer readings, etc.) is automatically transmitted to the rental company and processed there exclusively for the purposes of proper contract performance.
d) The Lessor has a legitimate interest in the processing or use of such data for advertising or market and opinion research purposes in order to provide the Lessee with optimized offers in the future. The Lessee may object to this processing at any time. The objection must be addressed to the Lessor's data protection officer.

24. Due Fee / Payment Term

a) Unless otherwise specified in the rental agreement, the booking confirmation, or the invoice, all fees are due immediately upon invoicing, but no later than 7 calendar days from the date the invoice is issued.
b) The absence of or an error in the payment terms on the invoice does not affect the due date.
c) In the event of late payment, the agreed late payment interest as well as reminder and collection fees shall apply.

25. Lessor's Limitation of Liability

The Lessor shall only be liable in cases of intent or gross negligence. Liability for personal injury remains unaffected.

26. Optional features

Available on request: Baby carriers, child car seats (from 6 months), GPS.

27. Unauthorized Extension of the Rental Period / Late Return

a) The vehicle must be returned at the agreed time and place. If the renter returns the vehicle later without the prior written consent of the lessor, the rental period is not automatically extended; instead, the applicable rate for late returns will be charged for each hour or day of delay, or any portion thereof;
b) Additionally, a flat-rate processing fee may be charged.
In the event of an unagreed extension, the lessor is entitled to impound the vehicle at the renter's expense.

28. Operating Fluids vs. Maintenance

a) During the rental period, the renter must ensure that the usual levels of operating fluids (fuel, AdBlue, windshield washer fluid) are maintained. Verifiably necessary refills may be reimbursed upon presentation of a receipt, provided the renter informs the lessor immediately.
Maintenance, repair, or service work (including, but not limited to, oil changes, filter replacements, brake work, and software updates) may only be performed with the prior consent of the lessor and only at a partner repair shop approved by the lessor.
b) Maintenance, repair, or service work (in particular oil changes, filter replacements, brake work, and software updates) may only be performed with the prior consent of the lessor and only at a partner workshop accepted by the lessor.

Please note points 7(b) and 18

29. Severability Clause and Written Form

Invalid clauses shall not affect the validity of the contract. Amendments must be made in writing.

30. Governing Law and Jurisdiction

The contracting parties agree that the court with subject-matter jurisdiction at the lessor's place of business shall have exclusive jurisdiction over all disputes arising in connection with this contract, including its formation and validity. Austrian law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and any conflict-of-law's provisions.