

# General Rental Conditions

According to this agreement the renter M.N.B OTO KİRALAMA NAKLİYAT VE TİC. A.Ş. rented the vehicle (hereinafter referred to as "vehicle") described in this rental agreement to the HIRER whose name and address are mentioned in the agreement. M.N.B OTO KİRALAMA NAKLİYAT VE TİC. A.Ş. shall be referred to as "RENT GO" hereinafter. The HIRER declares and undertakes that he/she accepts to use the vehicle in accordance with the conditions specified in this agreement (rental period, return station etc.), to pay the rental fee and to agree the general sales conditions. By signing the agreement, the HIRER agrees to bear all his/her obligations as well as the obligations resulting from him/her. All notifications sent to the address specified in the agreement by the HIRER shall be deemed to have been made.

1) The HIRER shall return and deliver the vehicle, spare wheel, all tires, documents belonging to the vehicle together with its accessories and equipment to the RENT GO station in the city or other place specified in the agreement, on the specified day. He/she shall apply to RENT GO for all extensions and receive the approval of RENT GO. In the extensions made without the approval, it shall be accepted by the parties that the vehicle is retained by the HIRER against the law. If the HIRER requests additional services such as navigation device for the rented vehicle (navigation), baby seat, snow tire etc., he/she shall be obligated to pay the additional charge.

2) The vehicle shall not be used in the following ways:

a. In the transportation of passengers or commodities in consideration of openly or secretly arranged fees,

b. Pushing or pulling any vehicle or trailer,

c. In the transportation of substances that are contrary to the customs legislation and other laws or other unlawful acts,

d. By a person who has taken alcohol or drugs, or by a driver not designated as an additional driver,

e. In motor sports (including race, speed determination, rally, strength and speed trials),

f. In the transportation of goods that will damage the vehicle and exceed the loading limit,

g. Considering the brand and model of the vehicles, in places and conditions (such as lands, mountainous terrain, sandy, swamp areas, stream bed etc.) that are not suitable for rental purposes and in places and roads that are not suitable for their technical structures and endurance forces, briefly in unusual road conditions which are not suitable for the traffic requirements.

### 3) Use of the Vehicle

a. Depending on the status of the vehicle, it shall be used by the HIRER with a valid driving license of at least 1.2 or 3 years and/or the additional driver specified in the agreement. Depending on the driver's license (in the case of a candidate driver etc.), RENT GO shall be able to collect additional security fees and/or additional guarantee fees plus rental fee from the HIRER. The HIRER agrees and undertakes that he/she knows and approves of this situation. In the event that candidate driving status of the HIRER and/or additional driver is canceled, the driver is obliged to return the vehicle immediately. Otherwise, the HIRER shall be responsible for all damages and judicial and administrative sanctions.

b. The driver must have exceeded the age limit specified in the General Rental Information and Conditions brochure.

c. The vehicle may also be used by persons (additional drivers whose names are registered

d. The HIRER is obliged to ensure that the person whom he/she has authorized to use the leased vehicle fully complies with all the conditions of this agreement. Otherwise, the HIRER is entirely responsible for all consequences resulting thereof.

in the agreement by the HIRER at the beginning of the lease and that comply with the driver-related conditions defined in articles (a) and (b) above.

4) The HIRER is obliged to pay the following at the request of RENT GO under the conditions determined by RENT GO:

a. The rental price calculated over the number of days rented according to the price list in effect,

b. Collision Damage Waiver (CDW), Super Collision Damage Waiver (SCDW), Theft Protection (TP), Liability Insurance (LI), Personal Accident Insurance (PAI) costs of the optional provisions that are accepted by the HIRER upon his/her signing, Mini Damage Coverage (MI), Compulsory Liability Insurance (CLI), policy packages to be offered by RENT GO to the HIRER on condition of payment of the related fee, one way fee which may be incurred at the end of rental and the taxes applied by law, the service cost at the rate of 30% fuel cost that may be insufficient in case the HIRER does not return the vehicle with full fuel tank at the end of rental as it was originally delivered, as well as the fuel costs specified

c. In case the HIRER prefers the exempted liability assurance package by paying the fee during the rental; the HIRER shall be obliged to pay the amount of the damage and loss fee incurred during the accident in question within the scope of the exemption amount to be determined by RENT GO, provided that the Hirer has submitted RENT GO the whole documentation (accident report, alcohol report) required to be provided to RENT GO under the agreement and legal legislation regarding the accident occurred during the rental period. Amounts above this fee shall be evaluated by RENT GO within the scope of general insurance conditions, based on the

content and limits of the policy of RENT GO. In case the HIRER pays and prefers the Super Collision Damage Waiver; it shall be evaluated within the scope of general conditions of the land vehicles insurance, based on the content and limits of the policy of RENT GO, provided that the Hirer has submitted RENT GO the whole documentation (accident report, alcohol report ) required to be provided to RENT GO under the agreement and legal legislation regarding the accident occurred during the rental period. In case the HIRER pays and prefers the Mini Damage Coverage in addition to the Super Collision Damage Waiver; the HIRER shall not pay the amounts under the charge determined by RENT GO, provided that the HIRER accurately and completely submits a written statement to RENT GO, without the need for a report. In the presence of matters that are not covered by the policies and/or not accepted under general insurance conditions (for example, if the HIRER is using alcohol or drugs while driving, the accident report and alcohol report are not provided etc.), the entire damage cost shall be paid by the HIRER.

d. In case of accident, if the HIRER receives a penalty due to alcohol, drug use or for other reasons (such as violation of general traffic rules), RENT GO shall be entitled to claim from the HIRER all the damage repair costs arising from accident and all the costs resulting from accidents along with their compensations, provided that the HIRER does not accept the Collision Damage Waiver (CDW). A preliminary provision against the approximate amount of the rental at the beginning of the rental is blocked from the credit card of the HIRER. The HIRER agrees in advance that he/she shall not object to the rental fee, damage, loss fee collected under preliminary provision.

e. In case the vehicle rented is stolen, the HIRER is obligated to pay the fee of the vehicle or the equipment in accordance with the current purchase fee, provided that he/she does not accept the Theft Protection (TP)

f. The following issues are not within the scope of the assurance and are not covered by the assurance. For this reason, these issues must be covered by the HIRER.

- Tire split, damage to the rim, regardless of accident
- Wheel cover and spare wheel stolen
- Damage to license, plate, fire extinguisher and equipment
- Loss of the vehicle key and/or damage to the vehicle key due to use
- Any damage caused to the vehicle not covered by the assurance

g. General car insurance rules are valid for vehicle theft, and in cases where the insurance companies do not qualify the incident as theft, the incident cannot be included in the scope of the insurance and the insurance companies do not pay for it, the HIRER accepts to pay the vehicle price and other damages in advance.

h. RENT GO cannot be held responsible for the compensation of the items stolen from the vehicle,

i. The HIRER is obliged to pay the costs of damage incurred by the third parties that are not covered by the Compulsory Traffic Insurance. However, in case the HIRER pays the Liability Insurance (LI) cost premium specified in this rental agreement, then he/she shall be exempt from the damage costs in question (within the scope of Turkish Insurance and Reassurance Companies Association Insurance General Conditions) as much as the cost specified for the vehicle rented within the Liability Insurance (LI) policy.

j. The HIRER is exempted as much as the cost amount within the scope of Personal Accident Insurance whose premium cost he/she has paid during the rental agreement. The HIRER shall solely be responsible for the portions that exceed that amount.

5) The HIRER agrees that he/she has received the vehicle in question in sound and good condition in terms of mechanics and body and free from damages or accident marks (except for the ones specified in the rental agreement and vehicle delivery form). The HIRER agrees and undertakes to pay for all losses and damages occurred to the vehicle, which is delivered to the HIRER in good and sound condition, due to misuse and/or imprudence and carelessness, including all kinds of mechanical, electrical ones, which may not be requested and collected from the assurance companies within the scope of the traffic insurance rules, the ones claimed by the third parties, and the penalties upon request (for example, gearbox broken due to faulty gear shift, driving of the vehicle despite without abiding the warning light, damages that occur due to bumping the underneath of the vehicle, damaging of tires and wheel rims, drunk driving etc.). In case any damage occurs to the vehicle given to the HIRER due to any reason, a damage follow up cost of TL 300.00 + VAT shall be collected from the driver. The purchase of additional assurance packages other than Damage Follow Up Service Assurance does not prevent the collection of the damage follow up fee.

6) The RENTER shall have the vehicle checked regularly from the date it is received until the date of delivery in order to ensure that maintenance works of the vehicle rented to the HIRER are carried out regularly, and shall deliver the vehicle to the office where it is delivered for maintenance when necessary. Otherwise, the HIRER shall be responsible for any damages resulting thereof.

7) The abovementioned vehicle to be used by the HIRER is protected by traffic insurance conditions. If the HIRER wishes to seek protection through theft, collision damage waiver, liability insurance and personal accident insurance that are offered to him/her during the signing of the agreement for the purpose of providing damage and loss exemption for himself/herself, 3rd parties and the rented vehicle, then he/she shall be entitled to benefit from those coverages by paying the additional coverage premium costs related to them in advance. Otherwise, all kinds of administrative, punitive and legal (compensations, fines etc.) responsibilities shall be solely borne by the HIRER. However, the HIRER shall be obligated to pay for the damage costs arising from the impacts on the vehicle or upper parts of the body (resulting from bridge, balcony, branch or any kind of object) even if he/she has accepted the Traffic Insurance and Collision Damage Waiver. The HIRER shall be obligated to pay for the damage costs occurred on

the vehicle is damaged in the following conditions even if the/she has accepted the damage exemption insurance (theft protection, collision damage waiver, super collision damage waiver, liability insurance and personal accident insurance):

- a. If the HIRER was under the influence of alcohol and/or drug during the accident,
- b. In case of exceeding the legal speed limit (determination of the accident's cause due to speeding in the accident report),
- c. Deliberate accidents where no traffic accident minutes are issued and no alcohol report is received,
- d. In case of violation of the traffic rules,
- e. In case of accidents and/or damages where persons other than the HIRER and driver(s) specified as the additional driver in the rental agreement,
- f. In case of failure to pay the motor insurance costs as required by Turkish Insurance and Reassurance Companies Association Motor Insurance policies general terms and conditions and/or in the event that the insurance companies do not make any payments for any reasons.

8) The HIRER and other authorized drivers (additional drivers) shall have to fulfill the following measures in order to protect the interests of the insurance company of RENT GO in case of an accident to occur within the rental period:

- a. Noting the names and addresses of the relevant persons and witnesses,
- b. In cases of reciprocal accidents, taking photocopies of driving licenses, registration and traffic insurance policies of the party/parties involved, in cases when taking photocopies of such things is not possible, taking their details (such as driving license number, the province where it was issued, traffic insurance policy numbers and the name of the insurance company etc.),
- c. Not admittance of the responsibility or crime,
- d. Not leaving the vehicle before taking necessary safety precautions,
- e. Immediate informing the nearest police officers or the relevant agencies in case of accidents with material, fatal and corporal damage,
- f. Forwarding of accident notifications and relevant minutes and reports to the relevant offices or the nearest RENT GO office within no later than 24 hours,

9) RENT GO shall by no means be held responsible for any losses or damages occurred in the commodities transported or left by the HIRER in the vehicle. The HIRER releases the renter from any law suits, accusations, complaints and damages that may occur due to the losses and damages of the sort mentioned above.

10) In cases when the vehicle is not used by the HIRER, the HIRER is obligated to take any measures necessary to prevent possible accidents or theft and to lock the vehicle's doors. In the event that the vehicle is stolen, the HIRER shall be exempt from the liability and benefit from Theft Protection (TP), provided that he/she returns the registration document and keys of the vehicle and proves that he/she has taken the necessary measures and informed the relevant law enforcement authorities.

11) The material damages rendered to the 3rd parties and the passengers inside the vehicle and the responsibilities and obligations including the non-pecuniary damages sustained shall be borne by the HIRER.

12) Since RENT GO has not manufactured the vehicle, it shall by no means be held responsible for any damages or losses as a result of mechanical or manufacture of the spare parts.

13) HIRER acknowledges and agrees that the delivered vehicle/vehicles were given in order to be used in terms of the purposes mentioned in registration and traffic documents, particularly carrying load or passenger in order to have commercial earning under this agreement. Besides, HIRER admits and approves that if he/she fails to comply with written usage purposes, every risk or responsibility which may arise from his/her misusing belongs to himself/herself in terms of Road Traffic Legislation and Land Transportation Law. Under these circumstances, any kind of administrative, juridical and penal sanction responsibilities which may arise and losses resulting from them attributable to RENT GO shall be compensated by the HIRER.

14) The HIRER accepts and undertakes that rented vehicles shall not be rented out in any way to another person or institution, shall not be used by anyone and shall not be sold to anyone else of whom name is not written on the Rental Agreement and General Sales Conditions no matter under which reasons or conditions. If otherwise is observed, insurance for damages shall not be valid and damages and prejudices shall be borne by the HIRER. Also, if it is seen that the vehicle is given for use or rented out to another person, RENT GO reserves its right to demand a penal fee of 3 times more than rental fee of the vehicle billed by RENT GO. In the event that the vehicle is sold to another person or if there is an attempt to sell it, RENT GO reserves its right to claim and receive a fee which is at least in amount equal to value of the vehicle as a penal fee demand. The HIRER accepts and undertakes to reimburse these demands of RENT GO in cash, lump sum and no later than the first demand.

15) Profit loss pertaining to the days in which the vehicle is not used in cases where the vehicle is banned from traffic due to acts of the HIRER and/or acts of the HIRER prevents the vehicle from being qualified for traffic, it is not possible to drive the vehicle, all parking costs if the vehicle gets towed away, if judicial and administrative penalties are imposed, these penalties, all kinds of damages arising from being banned from traffic etc. shall be borne by the HIRER. RENT GO shall carry out the transactions regarding taking the vehicle from where it was towed away, and

follow up services, and costs related to these processes shall be compensated by the HIRER. RENT GO shall invoice these costs to the HIRER as service fee along with the rental fee and the HIRER accepts and undertakes to cover all the damages incurred and to be incurred by RENT GO regarding the rental period.

16) The HIRER may not take the vehicle out of Turkey. Otherwise, all the damages incurred or to be incurred shall be borne by the HIRER. The vehicle price shall be covered by the HIRER, provided that the vehicle which is taken abroad without consent of RENT GO is not returned upon request.

17) If the HIRER transports goods and passengers, RENT GO cannot be held responsible for any damage to the property or passenger, the responsibility exclusively belongs to the HIRER and/or driver. All kinds of administrative and judicial penalties to be imposed to RENT GO as a result of the HIRER carrying out the transportation process against law shall be invoiced to the HIRER. In addition, the rental fee shall be applied for the days when the contractual vehicle is banned from traffic, and additional costs to be incurred in this regard etc. shall be borne by the HIRER.

18) Passing systems such as OGS, HGS etc. are provided to HIRER in terms of bridge, highway and other passing. Mentioned passing shall be charged as passing price + VAT from HIRER. RENT GO reserves its right to claim service charge related to the passing systems.

19) RENT GO accepts and undertakes to pay the costs written on the traffic fine reports issued for the related vehicle to the relevant authorities. These costs will be recoured to the HIRER. The HIRER accepts that he/she shall not exercise his/her right regarding any discount (including advance payment) against RENT GO for the fines imposed in accordance with the Articles 67/1 (drifting/sudden handbrake etc.), 23/4 (using the registered vehicle without a license plate), 36/3-a – 36/3 -c (using the vehicle without driving license - driving although the driving license is canceled), 48/5 (driving while using alcohol ), 48/8 (driving while being on drugs or stimulants), 48/9 (for the detection of alcohol and stimulants, to prevent the use of technical devices) of Highway Code No. 2918. RENT GO shall collect the amount of penalty related to the fines arising from the relevant provisions from the client without discount. RENT GO shall grant the right for any cost discount such as advance payment discount to the HIRER in terms of the fines damaging the vehicle and issued under other provisions other than the specified ones. RENT GO reserves its right to claim service charge related to each fine.

20) Fuel brand used in the vehicles is under the initiative of the HIRER and compensation of breakdowns arising from fuel failures belongs to the HIRER. About compensating damages resulting from fuel choice, the HIRER shall be addressee and liable to communicate with Fuel companies. Although the HIRER has right to choose fuel brand used in vehicles under the agreement, expenses for compensating damages born because of not using the correct fuel in terms of quality stated in instruction book shall be invoiced to the HIRER separately.

21) RENT GO delivers all its vehicles in a washed and clean manner. The HIRER accepts and undertakes that the vehicle must be washed and delivered clean as received. RENT GO reserves the right to collect vehicle cleaning costs from the HIRER for vehicles that have not been washed and delivered clean.

22) RENT GO General Rental Conditions are prepared in digital environment and shall be delivered to the HIRER by mail. RENT GO reserves the right to charge a service fee in case the printed version of the agreement is requested by the HIRER.

23) If the HIRER does not comply with any articles of this agreement and, in particular, if he/she does not return the vehicle on the agreed date, the HIRER grants RENT GO the authorization to take the vehicle back immediately wherever it is located and without any pre-warning. The HIRER is obligated to pay for any losses and damages sustained during the vehicles withdrawal by RENT GO. RENT GO shall not be responsible for any losses and damages to occur on objects and materials within the vehicle during its withdrawal.

24) RENT GO may terminate the rental agreement and this contract without giving any reason. The HIRER accepts and undertakes not to submit any request to RENT GO regardless of the name under which, due to termination of the agreement. The HIRER accepts and undertakes that he/she shall deliver the vehicle to RENT GO immediately after the termination. Otherwise, the rental fee shall continue to be charged for each day that is not delivered. If the vehicle is not delivered within 3 days after the notice of termination, RENT GO shall notify the authorities of the acts of the HIRER in terms of misappropriation under Turkish Penal Code.

25) The HIRER shall make the payments via credit card or vouchers. Moreover, the HIRERS working with current accounts shall make their payments within the periods determined through the invoices. In case the HIRER fails to pay the rental cost and other costs and legal payments within the scope of the agreement, he/she acknowledges the fact that such costs shall be due and damages payable as of their invoice dates without any notifications and he/she accepts and undertakes to pay a default interest twice the advance interest rate of the Central Bank of Turkey (CBT) as of the invoice date.

26) The HIRER declares that he/she is aware of the fact that the agreement expires without any notification provided that the contract period is over and his/her failure to return the vehicle after the end of the agreement term constitutes a crime pursuant to the penal law provisions, and he/she can not benefit from any insurance and guarantee and legal rights in the form of damage and liability should he/she operate the vehicle outside the rental term and/or let it operated by persons other than the HIRER and/or additional driver specified in the agreement or should he/she operate the vehicle in violation of the existing laws, and there shall be no other notification for these matters.

27) The HIRER accepts and declares that he/she agrees the fact that the invoices to be submitted to the HIRER based on the purchase and sales of services and goods and other transactions by M.N.B OTO KİRALAMA NAKLİYAT VE TİC. A.Ş. shall be only sent to the e-mail address created and notified in the electronic environment in accordance with the Tax Procedure Law. For the avoidance of doubt, a printed invoice shall not be submitted to the HIRER separately, unless otherwise agreed in writing. All responsibility for the correctness of the e-mail address specified by the HIRER belongs to the HIRER. In cases where the specified e-mail address is incorrect, is not valid etc., and the invoice can not be delivered, the HIRER accepts and undertakes not to submit any request to RENT GO regardless of the name under which. RENT GO shall not bear any responsibility in that regard.

28) No amendment or additions are valid other than the terms and conditions mentioned herein unless there provided in writing.

29) The HIRER hereby accepts, declares and undertakes that M.N.B OTO KİRALAMA NAKLİYAT VE TİC. A.Ş. is authorized to take provisional attachment or temporary injunction initiated due to the failure of lease cost payment without providing collateral.

30) The HIRER accepts and undertakes that the contractual and legal payments based on the lease are charged from the credit card presented at the beginning of the rental.

31) The HIRER accepts that the ledger records and documents of the RENT GO are valid and constitute sufficient legal evidence in accordance with Article 193 of Code of Civil Procedure.

32) TRABZON Central Courts and Enforcement Offices are authorized for the settlement of any disputes arising from this agreement.