GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement unless the context indicates otherwise:

1.1. **"Additional Driver(s)"** means such person who, in addition to the Driver, is reflected on the rental agreement as being duly authorized by the Company and the Driver to drive the vehicle;

1.2 the / this **"Agreement"** means this and / or the agreement which constitutes a rental agreement entered into between the Parties comprising of the following parts:

1.2.1 the Rental Schedule; and

1.2.2 General Terms and Conditions.

1.3 **"Authorised Extended Period"** means any extension of the Rental Period beyond the agreed return date reflected on the Agreement and authorised by the Company, subject at all times to the availability of the Vehicle for the Authorised Extended Period;

1.4. **"Company"** means the Party so named in the Rental Schedule.

1.5 **"Consequential Loss"** means:

1.5.1 loss of profit;

1.5.2 loss of revenue;

1.5.3 loss of business, contracts or anticipated savings; and

1.5.4 any special, indirect or consequential loss or damages of any nature which does not flow naturally from a breach of the Agreement.

1.6 **"Damages"** means, in relation to the Vehicle, any and all of the following, whether or not caused by the fault or negligence of the Renter or any driver:

1.6.1 the actual costs of towing, transporting, recovering, impounding, storing and safeguarding the Vehicle;

1.6.2 the full cost of repairing, replacing or restoring any part of the Vehicle (including but not limited to bodywork, mechanical components, electrical components, interior, glass, tyres, rims, accessories, keys, key fobs, documents and any optional equipment to the condition it was in immediately prior to the incident, without any deduction for depreciation, betterment or wear and tear;

1.6.3 in the event of a total loss or write-off (which shall be deemed to occur where the Company or its insurer determines, in its sole and absolute discretion, that the Vehicle is uneconomical to repair or is a total loss, the full retail replacement value of the Vehicle as at the date of the incident (as determined by the Company or its insurer) together with all ancillary costs;

1.6.4 all loss of use, downtime, loss of rental income and related opportunity costs suffered by the Company as a result of the Vehicle being unavailable for rental (calculated at the daily rental rate applicable to the Vehicle at the time of the incident, for the full period until the Vehicle is repaired, replaced and returned to the rental fleet in a rentable condition);

1.6.5 all administration fees, claim administration fees, assessment fees, valuation fees, legal costs and any other ancillary or incidental costs or charges of whatsoever nature arising from or in connection with the incident; and

1.6.6 any other costs, expenses, losses or liabilities incurred by the Company as a direct or indirect result of any Incident involving the Vehicle. For the avoidance of doubt, any invoice, quotation, job card, repair account, assessor's report or other document issued by the Company, its repairers, assessors or insurers shall constitute prima facie proof of the quantum of such Damages and shall be binding on the Renter unless the Renter proves the contrary on a balance of probabilities. The determination by the Company (or its insurer) as to whether the Vehicle constitutes a total loss shall be final and binding on the Renter.

1.7. **"Day"** means a period of 24 (twenty-four) hours (or any part thereof), calculated from the time out as reflected on the Agreement;

1.8. **"Driver"** means the person(s) who is/are reflected on the Agreement as being duly authorised by the Company to drive the Vehicle;

1.9. **"Liability"** means the Renter's full and unlimited liability to the Company arising from or in connection with this Agreement, and includes (without limitation) the following:

1.9.1 all Damages as defined in this Agreement;

1.9.2 the full retail replacement value of the Vehicle (or the cost of repairs, whichever is higher) in the event of damage, loss or theft of the Vehicle;

1.9.3 all amounts stipulated in the Rental Schedule or the Company's official rate card, excess, deductible, or similar charge applicable in the event of any Incident, damage, loss or theft;

1.9.4 any and all loss of use, downtime and loss of rental income suffered by the Company as a result of the Vehicle being unavailable (calculated at the prevailing daily rental rate for that class of Vehicle);

1.9.5 all towing, storage, recovery, assessment, administration, claim handling and ancillary costs;

1.9.6 all third-party claims, legal costs and other liabilities arising from the use or possession of the Vehicle; and

1.9.7 any other costs, expenses, losses or liabilities of whatsoever nature incurred by the Company as a direct or indirect consequence of any breach of this Agreement or any incident involving the Vehicle.

For the avoidance of doubt, the Renter's Liability shall not be limited by any waiver, insurance or reduced-liability option. The Company's records, invoices, quotations and assessor reports shall constitute *prima facie* proof of the quantum of the Renter's Liability.

1.10. **"Parties"** means collectively the Company and the Renter and/or driver(s), "Party" shall mean either of them individually as the context may indicate;

1.11. **"Rental Period"** means the period between the delivery or collection of the Vehicle to the Rentor, the date all keys and accessories of the Vehicle are handed to the Renter and the date of termination as specified on the Rental Schedule, which means the date returning the Vehicle to the Company's premises or agreed location and/ or the date when the keys and accessories of the Vehicle are handed back to the Company, or if there is an agreed Authorised Extended Period, the time and date entered on the Company's records with the same principle applicable in respect of the return of the Vehicle, being the keys and accessories of the Vehicle handed back to the Company;

1.12. **"Renter"** means all of the persons, natural or juristic, jointly and severally, the one paying the other to be absolved, and without any limitation on liability, whose names appear on the Rental Schedule as part of the Agreement;

1.13 **"Rental Schedule"** means the face page detailing, but not limited to, the description of the Parties, the Vehicle, rates, Rental Period, security deposit and other specific terms forming part of this Agreement.

1.14 **"POPIA"** means the Protection of Personal Information Act, 4 of 2013, as amended

1.15. **"Signature Date"** means the date of signing of the Agreement by the Party signing last in time;

1.16. **"The Vehicle"** means the vehicle described in the Rental Schedule inclusive of all keys, tyres, tools, equipment, accessories, and documents in and on the Vehicle when the Renter takes delivery of the Vehicle and includes any replacement for such Vehicle which has been officially authorised by the Company, whether or not such replacement was authorised or approved by the Renter. The replacement of any Vehicle will be at the sole discretion of the Company;

1.17. **"Traffic Fines"** means any and all traffic fines and traffic violations by the Renter, for which the Renter shall be solely responsible, payable within 48 (forty-eight) hours from date of receipt of the traffic fine and/or penalties levied for any other traffic violations by the Renter. The Renter will be responsible for any and all costs associated with the recovery of the Vehicle from any impounding as well as all legal costs incurred in recovery of the Vehicle, with Company having the sole discretion in appointing its legal representative(s) to proceed with whatsoever legal action is required to secure the recovery of the Vehicle. The Renter shall be responsible for all damages suffered as a result of any delay in recovery of the Vehicle, which will include but not be limited to the loss of income of the Company over the period it takes to recover the Vehicle.

1.18 The headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice versa. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or representations. No variation, cancellation, or waiver shall be of any force or effect unless reduced to writing and signed by both parties.

2. OWNERSHIP AND RIGHT TO RENT

2.1 The Renter acknowledges that legal ownership of the Vehicle is vested in RC Smartscalesolutions (Pty) Ltd, Registration Number 2019/635299/07 (the "Registered Owner").

2.2 The Registered Owner has granted the Company full authority to rent the Vehicle to the Renter on the terms of this Agreement and to exercise all rights of possession, control, recovery, and enforcement on behalf of the Registered Owner.

2.3 The Renter agrees that the Company may, in its own name or as agent for the Registered Owner, enforce all rights and remedies under this Agreement, including (but not limited to) demanding immediate return of the Vehicle, repossessing the Vehicle, activating the Tracking Device and Immobiliser System, and claiming all Damages and amounts due.

2.4 The Renter shall have no claim against the Company or the Registered Owner arising from the identity of the Registered Owner or the fact that the Registered Owner is not a party to this Agreement.

3. RENTAL AND DELIVERY OF THE VEHICLE

3.1 The Company rents to the Renter, who hires the vehicle subject to the terms and conditions as set out in the Agreement. The Renter will be bound by these terms and conditions, whether the Renter was driving or not and indemnifies the Company against any damages, losses, or theft of the Vehicle, irrespective of who is driving the Vehicle at the time of the relevant incident taking place. The Renter acknowledges that ownership of the Vehicle remains vested in the Registered Owner at all times.

3.2 Delivery of the Vehicle takes place at the time the Renter and/or driver and/or his duly authorised representative takes possession of the keys and accessories/or Vehicle.

3.3 The Company shall provide the Vehicle to the Renter in a roadworthy condition with the fuel level and condition as noted in Rental Schedule and the signed condition report. The Renter shall inspect the Vehicle upon delivery or collection and record any pre-existing defects on the condition report. Failure to note defects shall constitute acceptance on the part of the Renter that the Vehicle was delivered in perfect condition.

4. USE OF THE VEHICLE

4.1. The Vehicle may only be utilized by the Renter for the Rental Period and any Authorised Extended Period agreed at the Company's sole and exclusive discretion.

4.2. The Renter and/or driver agree that any extension so noted on the Company's records would correctly reflect such Authorised Extended Period.

4.3. The Vehicle may only be driven by the Renter and /or the driver or Additional Drivers authorised by the Company, as recorded in the Rental Schedule each of whom must:

4.3.1 be at least 25 years of age;

4.3.2 hold a valid South African (or recognised international) driver's license held for a minimum of 3 (three) years' and

4.3.4 comply with all other requirements stipulated by the Company.

4.4 The Renter shall at all relevant times be responsible for the conduct of the driver and any Additional Drivers.

4.5. During the Rental Period the Vehicle may not be used:

4.5.1 for the conveyance of passengers and/or goods for reward (commercial / business purposes; and /or

4.5.2 to propel or tow any other vehicle, (including any caravan or trailer unless authorised by the Company in writing; and / or

4.5.3 to transport goods in violation of any laws or in any other illegal manner; to participate in any motor sport or similar high risk activity; and /or to drive in any area where there is or may be a

risk of incidents of civil unrest, political disturbance or riot or any activity associated with any of the aforegoing; and /or

4.5.4 to overload the Vehicle, smoke in it or make modifications; or permit any unauthorised person to drive or have possession of the Vehicle.

4.5.5 to convey any animals;

4.5.6 store and /or park the Vehicle in an unsecure, unauthorised premises.

4.6 The Vehicle is prohibited to travel outside the Western Cape area. Should the Vehicle be taken more than 50 kms outside of the Western Cape Province, such conduct will constitute a material breach of the Agreement and therefore the Agreement will be terminated. Upon such event, the Renter will immediately return the Vehicle to the Company, the rental payment and deposit will be forfeited and the Renter will be liable for the recovery and associated costs.

4.7. The Renter and/or driver(s) shall make adequate provision for the safety and security of the Vehicle at all times and, in particular, but without limiting the generality of the aforegoing, shall keep the Vehicle properly locked and secured and immobilised and the alarm (if any) activated and any anti-theft and tracking device in the Vehicle properly secured and in place when the Vehicle is not in use.

4.8. The Renter and/or driver(s) will make sure that the keys of the Vehicle are under the Renter's and/or driver(s)s control at all times and shall be responsible for the costs of replacement of lost keys at the current cost of a replacement key. The time it takes to secure a lost key(s) does not interrupt the Rental Period, and the Renter is responsible for the payment of the full Rental for the Rental Period irrespective of any such delays in securing a replacement key(s).

4.9. The Registered Owner will at all times remain the owner of the Vehicle, and the Renter under no circumstances obtains any rights in respect of the Vehicle, save for temporary possession of the Vehicle during the Rental Period and/or Authorised Extended Period as the case may be.

4.10. The Renter shall not, and shall procure that no authorised driver shall drive the Vehicle under the influence of alcohol, drugs, or any substance impairing the safe operation of the Vehicle;

5. RETURN OF THE VEHICLE

5.1. The Renter and/or driver(s) shall return the Vehicle, at the Renter's expense to an authorised representative of the Company on the agreed return date and at the agreed location.

5.2. The Renter and/or driver(s) acknowledges that failure to return the vehicle in terms of the Rental Agreement shall constitute unlawful possession, and the Company may repossess the Vehicle wherever same may be found and from whomsoever is in possession thereof. Any and all costs incurred in recovering the Vehicle will be for the account of the Renter. This will include all legal costs as required to repossess the Vehicle. The Company shall be entitled to claim damages for the loss of income sustained by the Company for the length of time it takes to repossess the Vehicle, which will be equivalent to the Rental that would be paid in respect of the Vehicle over the period of time it takes repossess and/or recover the Vehicle, including any and all administration costs incurred by the Company.

5.3. Should the Vehicle not be returned as indicated in 5.1 above, the Vehicle shall be reported as stolen to the relevant authorities.

5.4. The Vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted, but the Renter and driver(s) shall at all times observe any and all electronic notifications of the Vehicle and comply with the notifications. Failure to do so shall be deemed to be a material breach of the terms of the Agreement.

5.5. When the Renter and/or driver(s) returns the Vehicle to the Company's nominated and /or agreed return location, the Renter shall:

5.5.1. ensure that the Vehicle is properly locked and secured; and

5.5.2. hand the keys and accessories to an authorised representative of the Company.

5.6. The sole risk of loss or damage to the Vehicle shall remain vested in the Renter until such time after the Company has inspected the Vehicle and recorded the return of the Vehicle in good order. Whether the Vehicle was returned in good order is at the Company's sole discretion. The Renter and/or driver(s) unequivocally indemnify the Company against any damages, losses and/or theft of the Vehicle.

6. TERMINATION

6.1 The Company may terminate this Agreement immediately, with or without prior notice (whether oral or in writing), if:

6.1.1 the Renter is in breach of any provision of this Agreement (whether material or otherwise);

6.1.2 the Renter fails to pay any amount due on the due date;

6.1.3 the Company reasonably believes that the Vehicle is at risk of damage, loss, theft, unauthorised use or misuse;

6.1.4 the Renter or any driver engages in reckless driving, excessive speeding (more than 130km per hour), drives under the influence of alcohol or drugs, tampers with the Tracking Device or Immobiliser System, breaches any territorial or prohibited use restriction, is in breach of any legislation or relevant law, or otherwise prejudices the Company's rights or the condition/value of the Vehicle; or

6.1.5 continuation of the rental would, in the Company's reasonable opinion, expose the Company to unreasonable risk or liability.

6.2 In addition to the Company's rights set out above, the Company may terminate this Agreement for any other reason by giving the Renter reasonable notice (which may be verbal or in writing, taking into account the circumstances).

6.3 Upon termination of this Agreement for any reason, the Renter and/or any authorised driver shall immediately return the Vehicle to the Company, at the Renter's cost, in the condition required under this Agreement.

6.4 If the Renter fails to return the Vehicle immediately upon termination, the Company shall be entitled, without further notice and at the Renter's expense, to report the Vehicle as stolen with the relevant authorities, to retake possession of the Vehicle wherever it may be found and from whomsoever is in possession thereof. The Renter irrevocably consents to the Company (and its authorised agents) using the Vehicle's Tracking Device and Immobiliser System to locate and immobilise the Vehicle and to enter any premises where the Vehicle is located for the purpose of recovery. The Renter indemnifies the Company against any claim, loss, damage or liability arising from such repossession, except to the extent caused by the Company's gross negligence or wilful misconduct.

6.5 Upon termination:

6.5.1 The Renter shall remain fully liable for the full extent of all Damages, outstanding rental charges, loss of use, recovery costs, storage fees, fines, legal costs on an attorney-and-client scale, and any other costs in terms of this Agreement; and

6.5.2 The Renter's obligations under the indemnity, liability, POPIA, Tracking, Immobiliser and any other surviving clauses shall continue in full force and effect until fully discharged.

7. THE RENTER/DRIVER(S)

7.1. Notwithstanding anything to the contrary contained in the Agreement, the Vehicle may only be driven by person(s) that are recorded on the Agreement, unless agreed otherwise by the Company in writing.

7.2. The Renter and/or driver(s) warrants that at all times the Vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance that will impair the driver's ability to control the Vehicle, and that every driver of the Vehicle will have a valid license to drive the Vehicle, will comply with all applicable laws and will comply in all respects with the provisions of this Agreement.

7.3. If the Vehicle is driven by anyone other than the driver and/or any additional driver not authorised by the Company then, without derogating from any rights or remedies which the Company may have, the Renter shall be in material breach of the Agreement. The Renter unequivocally accepts full responsibility for the conduct of all additional drivers whether authorised or not and shall remain liable for all obligations as recorded in Agreement. The Renter shall be liable to the Company as if he had been driving the Vehicle. The Renter assumes all liability and risks in and to the Vehicle during the Rental Period and/or Authorised Extended Period jointly and severally with the driver(s); and

7.4. The Renter and/or driver(s) warrants that Renter is entitled and duly authorised to enter into the Agreement, that all particulars given to the Company and/or recorded on the Rental Schedule are true and correct.

7.5. Insofar as the Renter is a Company, the Renter warrants his/her authority to conclude the Agreement on behalf of the company and is estopped from relying on any defence of lack of authority. The person(s) signing for and on behalf of the company as the Renter shall provide the required resolution having been concluded authorising the person signing for and on behalf of the company to conclude the Agreement and thereby binding the company as the Renter to the Agreement.

8. SURETYSHIP (WHERE RENTER IS A JURISTIC PERSON)

8.1 If the Renter is a company, close corporation, trust, partnership or any other juristic person (the "Principal Debtor"), then the natural person(s) who sign(s) this Agreement on behalf of the

Renter (the "Signatory/Signatories") shall be deemed to have done so in their personal capacities as well.

8.2 Each Signatory hereby irrevocably and unconditionally binds himself/herself as surety and co-principal debtor *in solidum* with the Principal Debtor for the due and punctual performance by the Principal Debtor of all its obligations under this Agreement and any extension, variation or renewal thereof, including (but not limited to) the payment of all rental charges, Damages (as defined), loss of use, recovery costs, legal costs on an attorney-and-client scale, and any other amounts owing to the Company from time to time.

8.3 The surety obligations of each Signatory shall:

8.4 Be a continuing covering suretyship for the entire duration of the Agreement and any extension or renewal, as well as for any future rentals entered into between the Company and the Principal Debtor;

8.5 Not be affected by any indulgence, extension of time, variation of terms, release of security, or any other act of grace granted by the Company to the Principal Debtor;

8.6 Remain in full force and effect notwithstanding any liquidation, business rescue, sequestration, or deregistration of the Principal Debtor;

8.7 Not be limited in amount or time except as expressly recorded in this Agreement; and

8.8 Be joint and several, so that the Company may proceed against any one or more of the Signatories without first proceeding against the Principal Debtor or any other surety.

8.9 Each Signatory renounces the benefits of excussion, division, cession of actions, non *numeratae pecuniae*, *non-causa debiti*, *error calculi*, revision of accounts and no value received and all other legal exceptions that may be available to sureties, with the full meaning and effect of which they declare themselves to be acquainted.

8.10 Each Signatory confirms that they have received independent legal advice or have waived their right to do so, and that they enter into this suretyship voluntarily and with full knowledge of the consequences.

8.11 This suretyship is a material and indivisible part of the Agreement. The invalidity of any other part of the Agreement shall not affect the validity of this suretyship clause.

9. RENTAL RATES, PAYMENTS AND CHARGES

9.1 All rental and charges payable by the Renter shall be paid in advance in cash or EFT into the Company's Banking Account reflected in the Rental Schedule. Possession of the Vehicle will not be handed over to the Renter until the full security deposit and full rental is not paid. All rental payments are inclusive of VAT

9.2. The Renter agrees to pay the Company the rental rate as stipulated in the Rental Schedule plus all other charges and fees opted for or utilized by the Renter reflected on the Agreement up and until the Vehicle is returned, including but not limited to miscellaneous charges, airport surcharges, tourism levy, claims administration fee, traffic fine administration fee, traffic fines, tolls, towing, storage fees, loss of use charges, cleaning fees, damage repair costs, all one way fee over border charges, delivery fees, collection fees, fuel, additional driver(s) fee and all taxes due and payable on the rental rates, including of any other charges and fees not specifically mentioned herein and which are applicable laws relating to the rental of the Vehicle by the Renter. This will include any and all new taxes and liabilities that may be imposed by legislation at the time of conclusion of the of the Agreement and/or introduced and/or amended during the Rental Period and over which the Company has no control and could not have foreseen at the time of conclusion of the Agreement.

9.3 In determining the rental charges, in particular the additional distance travelled in excess of the daily limit, the distance travelled by the Vehicle (where required) shall be determined from the Vehicle's odometer (the odometer reading shall be recorded in the Rental Schedule at the time the Renter takes delivery of the Vehicle), or if this is not possible for any reason, by the Company in its sole discretion, on any other fair and reasonable basis and the Renter shall be obliged to furnish all such information and assistance as the Company may reasonably require for that purpose. If it is determined that the odometer has been tampered with, then the kilometres travelled will be deemed to be a minimum of 500 kilometres per day for which the Renter shall be responsible over and above the daily limit provided for in the Agreement.

9.4. The Renter and/or driver(s) shall also be liable for all fines, penalties and like expenses including but not limited to parking, traffic and other offences, arising out of or concerning the use of the Vehicle during the Rental Period and the Renter accordingly indemnifies the Company against any and all such liability, in addition to what is recorded in the Agreement relating to the legal costs that will be incurred by the Company in this regard;

9.5. Notwithstanding anything to the contrary contained in the Agreement, the Company will levy a young driver surcharge reflected on the Agreement where the Renter/Driver is younger than 25 years of age. The young driver surcharge is subject to change without notification and the

Company's rights to amend this at any time during the Rental Period is strictly reserved and is purely dependent on the terms and conditions of the Agreement between the Company and its insurers, which may be amended at any time as per any changes and amendments in the laws relating to insurance and insurable risks.

9.6. All payments due in respect of the Agreement, including all costs associated with but not limited to the costs of traffic fines, damages, loss, theft, and repossession of the Vehicle are due on written demand.

9.7. In respect of the rental charges recorded in the Agreement, there will be a security deposit payable as reflected in the Rental Schedule at the time of rental. The Company may deduct from the security deposit (or charge the Renter for) any amounts owed under this Agreement.

9.8. The balance of any amounts owed to the Company will be payable immediately on the return of the Vehicle, at the Company's sole discretion.

9.9. Once the Vehicle is returned to the Company and it is determined in the Company's sole discretion after an inspection of the Vehicle that there are no damages to the Vehicle and the Vehicle has not been damaged, the Company will refund any amounts to the Renter within 14 (fourteen) days. The Company reserves the right to retain any amounts to cover any costs for example, but not limited to, traffic fines, cleaning or damage to the Vehicle as well as kilometres driven in excess of the daily maximum recorded in the Agreement. This does not in any way limit the Renter's obligations in respect of liability for all Damages, losses, and theft of the Vehicle and/or relating to the Vehicle including but not limited to loss of keys.

9.10. The Renter will not be allowed to set-off or withhold payment of any amounts due in terms of the Agreement for any reason whatsoever;

9.11. The Renter remains liable for payment of all amounts due until the Company is paid in full by the Renter.

9.12. In the event that the Renter returns the Vehicle to the Company over the allotted time, the Renter shall be liable for additional Day's rental.

9.13. In the event of an accident and/or if the Vehicle is stolen and/or lost, the amount of the damages or the total loss as suffered by the Company is payable on demand and will be determined in terms of Agreement at the Company's sole discretion.

9.14. If any amount is not paid on due date or on written demand, the Company may without prejudice to any rights it may have, charge interest on the overdue amount at the applicable prescribed

legal rate or the current prime rate of interest plus 5%, which will be in the sole discretion of the Company.

9.15. In the event of a Renter booking the Vehicle in advance and subsequently cancelling before the rental commences, the Company requires 14 (fourteen) days-notice for a full refund, for notice periods shorter than 14 (fourteen) days no refund will be given.

9.16. A certificate of any director or authorised representative of the director, manager or accountant of the Company, whose capacity need not be qualified, as to any amount owed by the Renter to the Company shall constitute *prima facie* proof of the amount due and payable by the Renter to the Company.

9.17 The Renter is responsible for all taxes, levies, duties and fines incurred during the Rental Period.

10. THE RENTER'S RISKS AND LIABILITIES

10.1. The Vehicle is rented at the sole risk of the Renter and/or driver(s) (fair wear and tear excepted) from the moment the key and/or the Vehicle is handed to the Renter until such time the Vehicle has been returned and a return inspection has been conducted by the Company at the sole discretion of the Company.

10.2. The Renter shall be solely responsible and liable for any and all Damages (as defined), any other damages whatsoever and/or total loss sustained to the Vehicle, howsoever the damage and/or total loss is caused and whether or not it is attributable to the Renter and/or driver(s) his fault or negligence (including but not limited to hail damage and or any force majeure event).

10.3 Notwithstanding anything to the contrary and depending on the circumstance of the incident at the Company's sole discretion, the Renter shall be liable for any amounts not covered by the Company insurers in particular for incidents (exclusions) that fall outside of the insurance cover provided by the Company's insurers. The Renter indemnifies the Company against any third-party claims exceeding the Company's insurance cover.

10.4. The Company, in its sole and absolute discretion, reserves the right to, in the event of loss or damage which has occurred in a situation where no physical contact is made with another vehicle or animal or object or person (in or on the road surface), charge the Renter the actual amount of the loss or damage suffered.

10.5 Speeding / Reckless Driving:

10.5.1 In the event that the Vehicle is involved in any Incident and it is determined that the Renter or any driver (authorised or not) was operating the Vehicle at a speed of 30 kilometres per hour or more above the applicable speed limit (as recorded by the Vehicle's GPS tracker, which the parties agree shall constitute *prima facie* proof of the speed), the Renter shall be liable for:

(a) the full extent of all Damages without any waiver, discount or limitation applying; and

(b) an additional administrative and enhanced liability charge equal to 50% of the total Damages suffered by the Company (including loss of use), which amount the parties agree represents a genuine pre-estimate of the additional costs, inconvenience, increased insurance risk, and prejudice caused by such reckless conduct. The Company shall, in its sole discretion, be entitled to claim the actual Damages plus the additional charge, or (at its election) the actual Damages only. The Renter acknowledges that driving at such excessive speeds constitutes a serious breach of this Agreement and materially increases the risk of damage, theft, and third-party claims. For the avoidance of doubt, nothing in this clause limits the Company's right to claim full Damages or to cancel the Agreement.

10.6 The Company, in its sole and absolute discretion, reserves the right to, in the event of loss or damage which has occurred in a situation where the driver had fled the scene of the accident to charge the Renter the actual loss or damage suffered plus an additional administrative and enhanced liability charge of 50% of the total damages suffered by the Company as stipulated above.

10.7 Should the Vehicle be damaged, stolen or lost in a situation where there was a breach of any of the terms and conditions of the Agreement, and/or excluded from the Company's insurance cover, the Renter shall be liable for the total loss and/or damage suffered by the Company.

10.8 The Renter and/or drivers, are liable for all fines and/or penalties incurred during the Rental Period and hereby authorises the Company to disclose any information required by a relevant authority to process it.

10.9. Notwithstanding anything to the contrary, the Company shall not be obliged to make, institute, or proceed with any claim or legal action, which the Company may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the Vehicle and, accordingly, the Company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms. The Company's election not to pursue any claims is in no way to be deemed to be a waiver of the Company's rights to recover all such amounts due to the Company from Renter occasioned as a result of any such claims that the Company has elected not to proceed with.

11. CONSEQUENTIAL DAMAGES

11.1 The Renter will be liable, in addition to any other amount provided for in the Agreement, for Consequential Loss suffered by the Company in consequence of it being unable to rent the Vehicle, which damages will be calculated on the basis of the daily rental rate on the Agreement for the period that the Vehicle was inoperative limited only by any legal limitation imposed by any relevant legislation regulating the amount claimable for consequential damages.

12. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE

12.1. If at any time the Vehicle is damaged, stolen or lost, the Renter and/or driver(s) shall take every reasonable precaution to safeguard the interest of the Company including but without being limited to, the following where appropriate:

12.1.1. The Renter and/or driver(s) shall notify the Company immediately or within 2 (two) hours of becoming aware of the occurrence and shall furnish the Company with all necessary information required to submit a claim with its insurers including a copy of the Renter's and/or driver(s) drivers' license;

12.1.2. The Renter and/or driver(s) shall obtain the name(s) and addresses of everyone involved and of possible witnesses, as well as comply with all accident reporting processes with the relevant authorities, including but not limited to reporting the accident to the authorities and obtaining a properly completed accident report and obtaining a case number;

12.1.3. the Renter and/or driver(s) shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability;

12.1.4. the Renter and/or driver(s) shall notify the SAPS within 24 twenty-four hours of the occurrence in question and furnish the company with an accident case number and accident report and provide this to the Company immediately thereafter;

12.1.5. the Renter shall make adequate provision for the safety and security of the Vehicle and will not abandon the Vehicle under any circumstances;

12.1.6. the Renter shall co-operate with the Company and its insurer in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident (including the making of an affidavit if he/she is requested to do so).

12.2. If the Renter is not the driver, then, without in any way derogating from the Renter's obligations in terms of this clause, the Renter shall procure that the driver complies with the provisions of

12.2.1 and the Renter warrants that the driver will do so.

12.3. The Renter shall within 24 (twenty-four) hours of receipt thereof furnish to the Company (and if the Renter is not the driver, the Renter shall also procure that the driver does) any notice of claim, demand, summons or the like which the Renter and/or the driver(s) may receive in connection with the Vehicle.

12.4. The Renter and/or driver(s) warrant that the information provided to the Company is complete, true and correct in every respect.

13. INSURANCE

13.1 The Vehicle is insured under a policy in the name of the Registered Owner. The Company is authorised to act in respect of insurance matters on behalf of the Registered Owner.

13.2 The Renter acknowledges that:

13.2.1 The insurance cover is subject to the terms, conditions, and exclusions of the policy issued to the Registered Owner;

13.2.3 Certain events (including driving under the influence of alcohol or drugs, reckless driving, breach of this Agreement, or unauthorised use) may void insurance protections;

13.2.4 The Renter remains liable for all Damages not covered by insurance and / or at the Company's sole discretion; and

13.2.5 The Company and/or the Registered Owner may claim directly against the Renter for any uninsured or excluded loss and /or any additional damages.

13.2.6 The Renter is strongly advised to obtain their own additional insurance cover if they wish to have further protection.

14. INDEMNITY

14.1 The Renter hereby indemnifies and holds harmless the Company, the Registered Owner of the Vehicle, and each of their respective directors, shareholders, employees, agents, insurers, and successors (collectively the "Indemnified Parties") from and against all claims, losses, damages, liabilities, costs, and expenses (including legal costs on the attorney-and-client scale)

which any of the Indemnified Parties may suffer or incur, directly or indirectly, arising out of or in connection with:

14.1.1 any breach of this Agreement by the Renter or any authorised driver;

14.1.2 the use, possession, or operation of the Vehicle by the Renter or any authorised driver;

14.1.3 any Incident, damage, loss, or theft involving the Vehicle; or

14.1.4 any other act or omission of the Renter or any person for whom the Renter is responsible.

14.2. Neither the Company nor the Registered Owner and any of its directors, officers, employees, servants or agents shall be liable for any loss or damage (including any loss or damage to property left or transported in the Vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and/or on the vehicle), whether direct, indirect, consequential or otherwise arising from the Rental by the Renter of the Vehicle, including, without limitation, any defect in and/or mechanical failure of the Vehicle (howsoever arising and of whatever nature) or defects in or mechanical problems with the Vehicle and whether such loss or damage results from breach of this Agreement or delict (including negligence or gross negligence) or otherwise, which may be suffered by the Renter and/or driver(s), any third party and/or passenger.

14.2. The Company, the Registered Owner, its directors, officers, employees, servants or agents are accordingly indemnified by the Renter or his estate against any claim of any nature whatsoever and howsoever arising for any damages or loss which is instituted against the Company arising from or connected with or pursuant to the Renting of the Vehicle contemplated in the Agreement.

14.3 This indemnity is a continuing obligation and shall survive the termination or expiry of this Agreement for any reason.

14.3 The Renter acknowledges that the Company is fully authorised to enforce this indemnity on its own behalf and on behalf of the Registered Owner.

15. TRACKING, MONITORING AND CONSENT TO BEING TRACKED

15.1 The Renter acknowledges that the Vehicle is equipped with a sophisticated GPS tracking and telematics device (the “Tracking Device”) which continuously and in real time monitors and records the precise location, speed, route, acceleration, braking, ignition status, mileage, and other operational and driving behaviour data of the Vehicle (collectively the “Tracking Data”).

15.2 The Renter expressly consents to being personally tracked and monitored through the Tracking Device for the entire duration of the Rental Period (including any extension). The Renter understands and agrees that the Tracking Data will reveal the Renter's (and any authorised driver's) movements, location, speed, and driving patterns at all times while in possession of the Vehicle.

15.3 The Renter irrevocably consents to the Company, its authorised representatives, insurers, recovery agents, and service providers:

15.3.1 Collecting, storing, processing, analysing, and using the Tracking Data in real time or historically;

15.3.2 Monitoring the Renter's location and driving behaviour for any legitimate purpose, including (but not limited to): Verifying compliance with all terms of this Agreement (including territorial restrictions, speed limits, authorised use, and return obligations);

15.3.3 Locating and recovering the Vehicle in the event of any Incident, late return, breach, loss, or theft;

15.3.4 Investigating any claim, accident, or alleged breach;

15.3.5 Risk management, safety monitoring, and insurance purposes;

15.3.6 Enforcing the Company's rights under this Agreement; and

15.3.7 Any other purpose reasonably necessary for the protection of the Company's property and contractual rights.

15.4 The Renter further consents to the Company disclosing Tracking Data to third parties where necessary, including insurers, legal advisors, law enforcement authorities, and recovery contractors, in accordance with applicable law.

15.5 The Renter agrees that any attempt to tamper with, disable, remove, block, or interfere with the Tracking Device shall constitute a material breach of this Agreement. In such event, the Renter shall be liable for the full Damages plus the cost of repairing or replacing the Tracking Device and any additional administrative and / or recovery costs.

15.6 The Tracking Data shall constitute *prima facie* proof of the Vehicle's (and the Renter's) location, speed, route, and usage in any dispute or legal proceedings arising from this Agreement.

15.7 The Company does not guarantee the continuous, uninterrupted, or error-free functioning of the Tracking Device.

15.8 For the purposes of the Protection of Personal Information Act, 4 of 2013 (POPIA), the Renter confirms that this consent is specific, informed, and voluntary. The Renter has been informed of the purposes for which the personal information (including location data) will be processed and acknowledges the Company's privacy policy. This consent survives the termination or expiry of the Agreement for as long as is necessary to protect the Company's interests or as required by law.

15.9 The Renter indemnifies and holds the Lessor harmless against any claim, loss, damage, or liability arising from the installation, operation, or use of the Tracking Device, except to the extent caused by the Company's gross negligence or wilful misconduct.

16. IMMOBILISER AND REMOTE VEHICLE CONTROL

16.1 The Renter acknowledges that the Vehicle is fitted with an immobiliser and remote vehicle control system (the "Immobiliser System") which enables the Company to remotely immobilise the Vehicle's engine and/or activate other safety or recovery features.

16.2 The Renter expressly consents to the Company (and its authorised agents or service providers) activating the Immobiliser System at any time, without prior notice to the Renter, in any of the following circumstances:

16.2.1 The Renter is in breach of any material term of this Agreement (including but not limited to late return, failure to pay any amount due, unauthorised use, territorial breach, or any prohibited use);

16.2.3 The Vehicle is reported lost, stolen, or involved in an Incident;

16.2.4 The Company reasonably suspects that the Vehicle is at risk of damage, theft, or misuse;

16.2.5 The Rental Period (or any Authorised Extension Period) has expired;

16.2.4 For the purposes of vehicle recovery, repossession, or safeguarding the Vehicle;

16.2.5 Any other circumstance where the Company, acting reasonably, deems it necessary to protect its rights or the Vehicle.

16.3 The Renter agrees that activation of the Immobiliser System may render the Vehicle inoperable and accepts that the Company shall not be liable for any inconvenience, loss of time, loss of

use, or any other consequential loss suffered by the Renter as a result of such activation, provided the Company acted in good faith.

16.4 The Renter shall not tamper with, disable, remove, or interfere with the Immobiliser System in any way. Any such action shall constitute a material breach of this Agreement and the Renter becoming liable for the full Damages plus the cost of repairing or replacing the Immobiliser System and any recovery costs.

16.5 For the purposes of POPIA, the Renter consents to the processing of any Personal Information related to the use of the Immobiliser System (including location data) as contemplated in the Tracking and POPIA clauses of this Agreement.

16.6 The Renter indemnifies the Company against any claim, loss, or liability arising from the activation of the Immobiliser System, except to the extent caused by the Company's gross negligence or wilful misconduct.

17. PROTECTION OF PERSONAL INFORMATION (POPIA)

17.1 The Renter acknowledges that the Lessor is the responsible party for the purposes of the Protection of Personal Information Act, 4 of 2013 ("POPIA"). By entering into this Agreement, the Renter consents to the Company collecting, processing, storing, using, and disclosing the Renter's Personal Information (and that of any driver or Authorised Additional Driver) as set out in this clause.

17.2 The Personal Information that may be processed includes, but is not limited to:

17.2.1 Full names, identity number/passport number, contact details, physical and postal addresses;

17.2.2 Driver's licence details, driving history, and licence endorsements;

17.2.3 Financial and credit information (including for credit checks and deposit authorisations);

17.2.4 Location data, speed, route, driving behaviour, and other telematics information obtained from the Vehicle's Tracking Device (as stipulated in the Tracking clause above);

17.2.5 Photographs or copies of identity documents, driver's licences, and the Vehicle condition report; and

17.2.6 Any other information provided by the Renter or obtained from third parties in connection with this Agreement.

17.3 The Renter expressly consents to the Company processing such Personal Information for the following purposes:

17.3.1 To conclude, administer, and enforce this Agreement;

17.3.2 To verify the Renter's identity, driving qualifications, and creditworthiness;

17.3.3 To monitor and track the Vehicle and the Renter's location and driving behaviour in real time (as consented to in the Tracking clause);

17.3.4 To locate and recover the Vehicle if necessary;

17.3.5 To investigate any Incident, claim, or alleged breach of this Agreement;

17.3.6 To provide, maintain, and improve the rental service and fleet management;

17.3.7 To comply with the Company's legal, regulatory, insurance, and contractual obligations;

17.3.8 For debt collection, risk assessment, and legal proceedings;

17.3.9 For marketing and promotional purposes (the Renter may opt out at any time by written notice); and

17.3.10 Any other legitimate purpose related to the Agreement or the Company's business.

17.4 The Renter consents to the Company sharing Personal Information with third parties where necessary, including (but not limited to) insurers, reinsurers, credit bureaus, payment processors, legal advisors, law enforcement authorities, recovery agents, and other operators who process information on behalf of the Company under appropriate agreements.

17.5 The Company undertakes to process all Personal Information lawfully, securely, and in accordance with POPIA. The Company will implement reasonable technical and organisational measures to protect the information against unauthorised access, loss, or breach. In the event of a security compromise, the Company will notify the Renter and the Information Regulator as required by POPIA.

17.6 The Renter warrants that all Personal Information supplied is accurate and complete and undertakes to notify the Company immediately of any changes. The Renter acknowledges that he/she/it has the right to:

17.6.1 Access their Personal Information held by the Company;

17.6.2 Request correction, deletion, or restriction of processing (subject to legal limitations);

17.6.2 Object to processing for direct marketing; and

17.6.3 Lodge a complaint with the Information Regulator.

17.7 The Renter's consent under this clause is voluntary, specific, and informed. This consent survives the termination or expiry of the Agreement for as long as is reasonably necessary to fulfil the purposes set out above or as required by law (including for the purposes of defending or enforcing any claim arising from this Agreement).

17.8 The Renter indemnifies the Company against any claim, loss, or liability arising from the Renter's breach of any warranty or obligation under this POPIA clause.

18. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, RENTER AND/OR DRIVER(S)

18.1 The Renter and every person whose signature appears on the Agreement shall be liable jointly and severally, the one paying the other to be absolved for payment of all amounts due to the Company in terms of or pursuant to the Agreement.

19. GENERAL

19.1. The Agreement, comprising of the Rental Schedule and these terms and conditions, is the entire agreement between the Company and Renter and/or driver(s) regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, assurances, promises or the like (other than the Company, in its soles discretion extending the Rental Period on the terms recorded in these terms and conditions) not recorded by the Company except as provided for herein. Nothing in this clause shall limit or exclude any liability for fraud.

19.2. Any provision of this Agreement, which is found or held to be invalid, unlawful or unenforceable, shall be severable from the remaining terms of this Agreement. The remaining provisions of this Agreement shall remain valid and enforceable. The Parties agree to meet and review the matter and if any valid, lawful, and enforceable means are reasonably available to achieve the same object as the invalid, unlawful or unenforceable provision, to negotiate and agree to adopt such means by way of variation and / or amendment in good faith.

19.3. No extension, latitude or other indulgence that may be given or are allowed by any party in respect of performance of any obligation hereunder, and no delay in the enforcement of any right of any party arising from this Agreement, and no single or partial exercise of any right by

any party under this Agreement will in any circumstances be construed as implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any party's rights in terms of or arising from this Agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

19.4. The Renter authorises the Company to insert any particulars in the Agreement that are not known or are unavailable at the time of signature of the Agreement as and when the particulars become available.

19.5. This Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

19.6. The Renter further consents to the jurisdiction of the Magistrate's Court, should the Company, at its election, bring legal proceedings against the Renter and/or driver(s), notwithstanding the fact that the amount involved exceeds the jurisdiction of the Magistrate's Court. The Renter agrees, however, that the Company in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction.

19.7. The Renter shall not be entitled to cede delegate or assign any of his rights or assign any of his obligations under this Agreement or to rent or part with possession of the Vehicle, its tools or equipment or any part of the Vehicle for any purpose whatsoever outside of the terms of the Agreement. The Company shall be entitled to cede delegate or assign any of the Company's rights or assign any of the Company's obligations under this Agreement to a third party without notice to the Renter.

19.8. If the Company institutes any legal proceedings against the Renter to enforce any of its rights under this Agreement it shall be entitled to recover from the Renter all the legal costs incurred by the Company's attorneys in accordance with their charges and assessed as between attorney and own client including but not limited to collection commission and tracing agent charges and all other ancillary disbursements incurred by the Company's attorneys.

19.9. The Parties choose as their respective *domicilium citandi et executandi* ("domicilium"), for the purposes of giving any written notice arising from this Agreement, the physical addresses and e-mail addresses set out in the Rental Schedule, with the physical addresses provided by the Company and the Renter in the Rental as being the respective Parties chosen *domicilium citandi et executandi* for purposes of service of legal process.

19.10. Either Party shall be entitled from time to time by written notice to the other Party, vary its *domicilium* address to any other physical address within the Republic of South Africa, which is not a post office box or poste restante.

19.11. Any written notice required and/or permitted to be given by either Party in terms of this Agreement shall be, valid and effective only if in writing, and deemed to have been duly give

(a) 10 (ten) days after posting, if posted by prepaid registered post to either the Party's physical address and/or postal address above, or

(b) on date of delivery, if delivered by hand during normal working hours (08H00 – 17H00), or

(c) in the absence of proof to the contrary, within 2 (two) hours of sending an e-mail where the e-mail is sent during normal business hours of the recipient party and within 2 (two) hours of the commencement of the following business day where it is sent outside of normal business hours.

19.12. The Renter consents to the Company carrying out a credit and criminal record check on a Renter and/or driver(s) and /or additional driver(s), with one or more credit agencies and SAPS who may retain a record thereof and the Company shall be entitled to record any default by the Renter with any credit agency and relevant authorities. Such records may be made available by the credit agency to third parties, in which case the Company shall not be held liable/responsible for any repercussions such disclosure may have on the Renter. The Renter agrees that the Company may disclose any information obtained by it as a result of the conclusion and/or breach of the Agreement, including personal and additional information, to any person, including a credit bureau.

19.13. The Parties record that this Agreement is a short-term rental of a vehicle and does not constitute a credit agreement as defined in the National Credit Act, 34 of 2005. Accordingly, the Company is not required to be registered as a credit provider. The parties further acknowledge that the Consumer Protection Act, 68 of 2008 ("CPA") may apply to this Agreement depending on the nature of the Renter. Where the CPA applies, the parties agree that the terms of this Agreement have been freely negotiated and are fair and reasonable in the context of a luxury vehicle rental business. The Renter confirms that it has had the opportunity to obtain independent advice before entering into this Agreement.

19.14 The Renter shall be liable for all legal costs, including attorney-and-client costs, collection commission, and tracing fees incurred by the Company in enforcing any of its rights under this Agreement.

19.15 Notwithstanding that the Registered Owner is not a signatory to this Agreement, the Renter agrees that the Registered Owner shall have the right to institute legal proceedings directly against the Renter and /or surety (whether alone or jointly with the Company) in its own name for any breach of this Agreement or for any claim arising from the Renter's use or possession of the Vehicle, including claims for Damages, loss of use, recovery costs, and any other amounts due. The Renter irrevocably consents to the Registered Owner enforcing any rights under this Agreement as if it were a party hereto and waives any defence based on the fact that the Registered Owner is not a signatory. The Company is expressly authorised to act as agent for the Registered Owner in all matters concerning the enforcement of rights under this Agreement, including the right to demand payment, repossess the Vehicle, and institute legal action.

19.16 The Renter acknowledges that it has read and understood all the terms and conditions of this Agreement, including those that limit its rights or impose obligations on it, and that it has had the opportunity to obtain independent legal advice before signing.