Public offer: terms and conditions for vehicle rental

S.R.L. «Top Import Cars» · IDNO 1019600044104 · Tel. +373 79 752 222

TERMS AND CONDITIONS FOR VEHICLE RENTAL

1. GENERAL PROVISIONS

1.1. These Terms and Conditions for Vehicle Rental constitute a public offer of S.R.L. “Top Import Cars” (hereinafter referred to as the “Lessor”) and establish uniform terms for the provision of vehicles for rent to individuals and legal entities.

1.2. The individual rental terms, details of the parties, specifications of the selected vehicle, rental period, amount of the rental fee, security deposit, additional services, and other individual provisions are set out in the Rental Agreement, which forms an integral part of these Terms and Conditions.

1.3. By signing the Rental Agreement, the Lessee confirms that they have read and fully agree with all provisions of these Terms and Conditions, as well as with the Appendices that form an integral part thereof.

1.4. The following documents are attached to and form an integral part of these Terms and Conditions:

Vehicle Acceptance and Handover Certificate (a standard form used upon delivery and return);

Appendix No. 2 – List of fines and compensations for violations of the terms of the rental agreement.

2. SUBJECT OF THE AGREEMENT

2.1. The Lessor transfers, and the Lessee accepts, a vehicle (hereinafter referred to as the “Vehicle”) into temporary possession and use under the terms of these Rental Terms and Conditions and the Rental Agreement.

2.2. The specific characteristics of the Vehicle — including make, model, state registration number, vehicle identification number (VIN), year of manufacture, odometer reading, and other individual parameters — are specified in the Rental Agreement.

3. RENTAL PERIOD

3.1. The rental period of the Vehicle is determined in the Rental Agreement.

3.2. The minimum rental period is 24 hours (1 day).

3.3. Extension of the Rental Period
The Lessee may extend the rental period by notifying the Lessor no later than 24 hours prior to the expiration of the current rental period.
The Lessor confirms the possibility of extension based on the availability of subsequent reservations, the technical condition of the Vehicle, and the absence of violations on the part of the Lessee.
The extension of the rental period becomes effective only after the Lessee has made full payment for the anticipated extension period. Until such payment is made, the Vehicle shall be deemed subject to return within the previously agreed rental period.
In the absence of confirmation from the Lessor, the rental shall be deemed completed on the date specified in the Rental Agreement.

3.4. The Lessor has the right to refuse an extension of the rental period in the following cases:
a) if there is a previously made reservation for the Vehicle for the intended extension period;
b) if technical or external defects of the Vehicle are identified;
c) if the Lessee has violated the terms of the Rental Agreement.

d) In case of gross violations / inappropriate behavior / failure to respond to communication / non-compliance with staff requirements.

4. PAYMENT

4.1. The rental fee is established in accordance with the Lessor’s rates and is specified in the Rental Agreement.

4.2. The basic daily rental rate is determined and payable in Moldovan Lei (MDL).
The equivalent amount in foreign currency (euros or U.S. dollars) may be indicated by the Lessor on the website, in advertising materials, and in other sources solely for informational purposes.
The final amount payable is fixed in the Rental Agreement and must be paid prior to the transfer of the Vehicle to the Lessee.

4.3. The security deposit is specified in the Rental Agreement and shall be paid in cash or by bank card prior to the transfer of the Vehicle, a fiscal receipt is also issued.
In certain cases, subject to mutual agreement of the parties, a deferral of the security deposit payment may be allowed. During the deferral period, the Lessor has the right to require a guarantor/surety or to preliminarily block the deposit amount on the Lessee’s bank card. In the event of a breach of the agreed deposit payment deadline, the Lessor has the right to demand the return of the Vehicle and, in case of refusal, to contact the police.

4.4. In the event of late payment of the rental fee, additional services, or an extension of the rental period for more than 24 hours, the Lessor has the right to charge a penalty of 1% per day, but not less than 100 MDL of the outstanding amount for each day of delay, including interest for all days of overdue payment, and also to temporarily block the possibility of further rental extensions until the outstanding debt is fully settled.

4.5. In the event of early return of the Vehicle, 50% of the unused rental period shall be refunded. In the event of the Lessee’s no-show, the rental fee for the first day shall be retained.

5. OBLIGATIONS OF THE LESSOR

5.1. The Lessor provides the Lessee with the Vehicle in proper technical condition, clean, fueled, and ready for use.

5.2. The Lessor guarantees that the Vehicle is supplied with all necessary documents (registration and insurance).

5.3. The Lessor has the right, if necessary, to inspect the condition of the Vehicle, having notified the Lessee in advance.

5.4. The handover and return of the Vehicle shall be accompanied by mandatory photo and/or video recording of the following elements:
– all four sides of the body (four angles);
– the interior (two angles);
– the instrument panel (odometer, fuel/charge level);
– the VIN number;
– wheels and windows.

The files must contain a time stamp and shall be stored for at least 180 days. Photo documentation serves as evidence of the Vehicle’s condition at the time of handover.

6. RIGHTS AND OBLIGATIONS OF THE LESSEE

6.1. The Lessee undertakes to use the Vehicle with due care and only for the purposes provided for by the Rental Agreement.
It is prohibited to:
a) use the Vehicle for commercial passenger transportation, except for cargo transportation;
b) rent the Vehicle out (sublease) or transfer it to third parties without the Lessor’s consent;
c) travel outside the permitted territory without written consent;
d) participate in competitions or tests, or use the Vehicle on racing tracks;
e) tow other vehicles, smoke, transport animals without carriers, apply stickers, or otherwise alter the Vehicle’s appearance.

6.2. The Lessee must comply with the Vehicle operating rules, legal requirements, and the instructions set forth in these Terms and Conditions and the Appendices.

6.3. Persons permitted to drive the Vehicle must be at least 21 years old and have at least 2 years of driving experience, unless otherwise specified in the Rental Agreement. For young drivers (under 25 years old and/or with less than 2 years of driving experience), an increased security deposit applies.

6.4. The Vehicle may be driven only by persons indicated in the Rental Agreement as drivers. The fee for each additional driver is 100 MDL per day. Each driver must have a valid driver’s license for the appropriate category. Transfer of driving to persons not specified in the Agreement is prohibited and entails liability under Appendix No. 2.

6.5. The Vehicle may be used exclusively within the territory of the Republic of Moldova. Travel abroad is possible only with the Lessor’s written consent, with the countries indicated in the Rental Agreement, and upon purchase of a Green Card insurance policy through our company. Travel to Ukraine, Russia, and Belarus is strictly prohibited for the duration of the military conflict. For foreign citizens, travel outside Moldova is allowed only if a guarantor who is a citizen of the Republic of Moldova is provided. The guarantor confirms joint and several liability with the Lessee for all obligations under the Agreement. The guarantor’s signature is mandatory.

6.6. GPS Monitoring Device
Each Vehicle is equipped with a GPS monitoring system that records location, mileage, speed, and operating mode. The Lessee undertakes not to disable, jam, open, or otherwise interfere with the operation of the device.
GPS data are used by the Lessor to monitor the Vehicle’s safety, compliance with the rental conditions, and calculation of penalties provided for in Appendix No. 2.
By signing the Rental Agreement, the Lessee confirms consent to the use of GPS data as admissible evidence of violations. In the event of exceeding the speed limit from 10 km/h to 30 km/h and above. or interfering with the device, the Lessor has the right to withhold the corresponding penalties from the security deposit, and in case of repeated violations—to terminate the rental and demand the return of the Vehicle. The Lessor has the right to use GPS data in court and to provide them to competent authorities to protect its rights. GPS data are stored for no more than 12 months, are accessible only to authorized employees of the Lessor, and are used exclusively for the performance of the Agreement.
The Lessee confirms that they have been informed about the purposes, scope, storage periods, and procedure for processing GPS data, as well as their rights as a personal data subject (right of access, correction, and deletion).

6.7. Vehicle Inspection at the Lessor’s Request
At the Lessor’s request, the Lessee undertakes to report the Vehicle’s location and provide representatives of S.R.L. “Top Import Cars” with the opportunity to inspect it no later than 24 hours from the moment the notice is received.

7. MECHANICAL REPAIRS AND ACCIDENTS

7.1. In the event of an accident, damage, destruction of the Vehicle, or the need for repairs, the Lessee shall immediately inform the Lessor.

7.2. The Lessee has no right to independently arrange or carry out repair or towing/evacuation works without the Lessor’s consent, except in cases where such actions are necessary to prevent additional damage to the Vehicle or a threat to human life and health, as agreed with company staff.

7.3. The Vehicles are equipped with an access control system, including a hood opening sensor. The Lessee is prohibited from opening the hood of the Vehicle or interfering with its components and assemblies without prior written or verbal consent of the Lessor.
In the event of an emergency situation (suspected fire, smoke, fuel leak, etc.), the Lessee is entitled to open the hood solely to prevent a threat to life, health, or additional damage to the Vehicle, immediately notifying the Lessor of the incident and documenting the reason for such action.
The fact of hood opening is recorded by the sensor. Unauthorized hood opening is considered any opening associated with interference in the Vehicle’s components or attempts at independent repair without the Lessor’s consent. In such cases, the Lessor has the right to apply penalties in accordance with Appendix No. 2.

7.4. If the Vehicle breaks down or requires repairs for reasons beyond the Lessee’s control, the Lessor shall, within 24 hours from the moment of notification and subject to technical availability, provide the Lessee with a replacement vehicle of the same or a similar category. If replacement is not possible, the Lessor shall refund the Lessee an amount corresponding to the unused rental period, less the fee for the actual time the Vehicle was used.
If the malfunction or damage occurred due to the Lessee’s fault, the Lessee shall bear all costs of repair, restoration, and compensation for losses, including payment for Vehicle downtime in the amount of 50% of the daily rental rate for each day the Vehicle is under repair.

7.5. All repair and technical works, including diagnostics, maintenance, and replacement of parts, may be carried out only at the service center of S.R.L. “DAS RV” or at authorized dealers of the respective vehicle brand, subject to prior agreement with the Lessor. Repairs at third-party service centers are permitted only with the Lessor’s prior consent and provided that original or manufacturer-certified spare parts are used, with documented proof of origin and cost (invoice, certificate of completed works).
Violation of this condition shall be considered a material breach of the Agreement and entails the Lessee’s obligation to compensate the Lessor for the costs of restoring the Vehicle to proper condition, as well as possible Vehicle downtime. The security deposit may be withheld in the amount of the Lessor’s actual documented expenses.

7.6. The cost of repairs must correspond to average market rates. The Lessee has the right to request an independent assessment of the cost of damages at their own expense.

8. EXPENSES AND SECURITY DEPOSIT

8.1. The Lessee bears personal responsibility for payment to the Lessor of all mandatory and additional charges provided for by these Terms and Conditions and the Appendices, including but not limited to:

Rental fee — in accordance with the rates specified in the Rental Agreement.

Fuel — the Vehicle is handed over with the fuel level recorded in the Vehicle Acceptance and Handover Certificate and must be returned with the same level. If there is a fuel shortage, the cost of the missing fuel shall be charged at the official retail price published by ANRE (https://anre.md) as of the date of the Vehicle’s return, plus an administrative fee of 100 MDL for refueling. The amount of missing fuel is determined based on the fuel level sensor readings recorded in the Acceptance and Handover Certificate.

Car wash — the Vehicle is provided clean inside and out; standard washing is included in the rental price. If, upon return, additional cleaning beyond the standard level is required (removal of heavy dirt, stains, odors, construction dust, animal hair, etc.), the Lessee shall pay an administrative fee equal to 50% of the daily rental rate, plus the actual cost of specialized washing/cleaning services.

Additional mileage — the mileage limit is specified in the Rental Agreement (default: 200 km/day). If the limit is exceeded, an additional fee is charged for each kilometer over the limit according to the formula: (0.3% of the daily rental rate + 2 MDL) multiplied by each kilometer over the limit. This amount may be withheld from the security deposit. The Lessee may choose an “Unlimited Mileage” option for an additional fee, the amount of which is determined by the Lessor and specified in the Rental Agreement.

Rental Packages and Terms:

• Daily Rental Rate Calculation:
The cost per day = 1 day rental price * 0.3% of the daily rate + 2 MDL.

• Package Selection:
A package must be selected before the rental agreement is signed between the parties.

• Package 1: 100 km — 5% discount

• Package 2: 200 km — 10% discount

• Package 3: 500 km — 15% discount

• Package 4: 1,000 km — 20% discount

• Package 5: No mileage limit — 100% prepayment of the rental period.

8.2. The amount of the security deposit is determined by the Lessor depending on the vehicle model, risk category, and the Lessee’s driving experience, and is specified in the Rental Agreement.
The security deposit shall be paid by the Lessee prior to the handover of the Vehicle, either in cash or by blocking/charging a bank card. By mutual agreement, the Lessor may grant a deferral of the security deposit or rental payment for a period of up to two calendar days, provided that the rental period exceeds 7 days, with the Lessee’s obligation to pay the full amount within the agreed term.

The security deposit is returned to the Lessee after the end of the rental period upon return of the Vehicle in its original condition, without defects, with all documents, accessories, and keys, less any amounts of fines, compensations, additional charges, and other obligations of the Lessee under the Agreement. If the Vehicle is dirty and its condition cannot be inspected, the inspection shall be carried out after washing, and the Lessor undertakes to notify the Lessee of the inspection results within 24 hours.

Payment of fines and withholding of the security deposit does not release the Lessee from the obligation to compensate for damages exceeding the amount of the security deposit. If the security deposit is insufficient, the Lessee must pay the outstanding balance upon the Lessor's first request. The remaining balance of the security deposit shall be returned to the Lessee within up to 10 (ten) business days after the Vehicle's return.

If diagnostics, expert assessment, or awaiting documents from a service station are required, the return period may be extended up to 30 business days with mandatory notification of the Lessee.

8.3. In the event of loss, destruction, or theft of the Vehicle's documents, keys, license plates, accessories, and/or additional equipment, the Lessee loses the right to a full (or corresponding part) refund of the security deposit and undertakes to pay the difference required for restoration/manufacture of the said items based on actual expenses, as well as an administrative fee provided for in Appendix No. 2.

8.4. In the event of damage to the tires (including the spare tire), the Lessee is responsible for their repair or replacement, unless otherwise recorded in the Acceptance and Handover Certificate. (Tires are replaced in pairs) – supplemental insurance is available for this service.

8.5. In the event of damage caused by improper maintenance or operation of the Vehicle in violation of the manufacturer's recommendations, which may result in damage to the engine, transmission, differential, or other components, the Lessee bears material liability in the amount of the actual damage caused, except in cases of normal wear and tear - the assessment is conducted by a specialized service.

8.6. In the event of damage such as scratches, paintwork defects, burns inside the cabin, or other defects arising during the rental period, an amount necessary to remedy such damage shall be withheld from the security deposit, but not exceeding the actual cost of restoration works documented by invoices and certificates of completed works. Minor damage that does not affect the operation of the Vehicle (single scratches up to 3 cm in length without deformation of elements) shall be compensated at fixed rates in accordance with Appendix No. 2.

8.6.1. In cases where the damage is covered by CASCO insurance, the Lessee's liability is limited to the amount of the deductible specified in the insurance policy and/or the Rental Agreement, except in cases of intent or gross negligence.

8.7. In addition, for the period during which the Vehicle is under repair and cannot be used for its intended purpose, downtime compensation shall be charged in the amount of 50% of the daily rental rate for each day of repair, from the date the Vehicle is handed over for restoration until the date the repair is completed and the Vehicle is ready for use.

If the security deposit is insufficient to cover these amounts, the Lessee shall compensate the difference in full.

8.8. In the event of a delay in returning the Vehicle of more than 3 (three) hours without notifying the Lessor and in the absence of contact with the Lessee, the Lessor has the right to treat such actions as unlawful retention of the Vehicle and to contact the competent authorities to protect its rights, as well as to recover from the Lessee all expenses incurred in connection with the return of the Vehicle, including towing and transportation services.

8.9. Collection or return of the Vehicle outside business hours is carried out free of charge, except on official public holidays in the Republic of Moldova, on which an additional fee of 400 MDL is charged.

8.10. Delivery of the Vehicle within the city of Chișinău is free of charge if the rental period is three days or more. Delivery outside the city is carried out according to the Lessor's rates by prior agreement.

8.11. Payment of fines and withholding of the security deposit does not release the Lessee from the obligation to compensate for damages exceeding the amount of the security deposit.

8.12. Additional Services

The Lessor may provide the Lessee with additional services and equipment (child seats, GPS navigators, Wi-Fi routers, phone holders, etc.) for an additional fee. The list and cost of such services are specified in the Rental Agreement. The Lessee undertakes to use the additional equipment for its intended purpose, avoid damage or loss, and return it in the same condition in which it was received. In the event of loss, damage, or incomplete return of the equipment, the Lessee shall compensate its actual cost of restoration or replacement and pay an administrative fee established in Appendix No. 2, covering the Lessor's operational expenses.

9. VEHICLE INSURANCE

9.1. The Vehicle is insured under a mandatory third-party liability insurance policy (RCA).

9.2. The Lessee and accompanying persons may obtain their own CASCO insurance.

9.3. The Lessee bears full responsibility and shall compensate for all losses if the Vehicle was driven under the influence of alcohol, drugs, or any other intoxicating substances, or if control of the Vehicle was transferred to a person in such a condition.

9.4. In the event of a traffic accident, theft, fire, damage, or any other loss, the Lessee must immediately notify the police, fire service, and the Lessor. Failure to comply with the notification procedure is considered a material breach of the Agreement and entails the Lessee's obligation to compensate all incurred losses, including losses resulting from the insurance company's refusal to pay compensation, as well as to pay the administrative fee provided for in Appendix No. 2.

10. COMPENSATION FOR LOSSES

10.1. The Lessor shall not be liable for the loss, damage, or destruction of the Lessee’s or third parties’ personal property left in the Vehicle during the rental period or after its completion.

10.2. The Lessor shall not be liable for indirect damages, loss of profit, or other unforeseen expenses of the Lessee arising from an accident, breakdown, theft of the Vehicle, delay, or inability to use the Vehicle for reasons beyond the Lessor’s control, unless otherwise expressly provided by applicable law.

10.3. The Lessee bears responsibility for all losses caused to the Lessor, third parties, or property during the period of possession and use of the Vehicle, to the extent established by these Terms and Conditions and applicable law.

11. ACCIDENTS, DAMAGE, THEFT

11.1. In the event of a traffic accident, theft, fire, damage to the Vehicle, or the occurrence of any other events that may cause damage to the Vehicle or third parties, the Lessee undertakes to respect and protect the interests of the Lessor and its insurance company by performing the following actions:

Immediately take precautionary measures to ensure the safety of the Vehicle and its accessories, and remain near the Vehicle until the arrival of the competent authorities, except in cases where there is a threat to life or health.

Record the details of the incident: obtain the names and contact details of all involved parties and witnesses, and, where possible, take photographic evidence of the scene and the Vehicle’s damage.

Notify the Lessor by phone of the incident, even if the breakdown or damage appears minor.

Immediately, but no later than 2 (two) hours from the moment of the incident, notify the competent authorities (police, fire service, insurance company, etc.) and request the preparation of official documents describing the causes and circumstances of the incident.

11.2. Failure by the Lessee to comply with the procedure for notifying the competent authorities in the event of a traffic accident, fire, theft, or other damage as established by the Agreement shall result in a penalty in accordance with Appendix No. 2, as well as compensation for all losses incurred by the Lessor.

11.3. Failure to comply with the above obligations deprives the Lessee of the right to insurance coverage and obliges the Lessee to fully compensate the Lessor for the damage caused, including related expenses (towing, storage, restoration of documents, loss of income, etc.).

11.4. The Lessor has the right to demand the return of the Vehicle and, in case of refusal, to contact the police in the event of gross violations of the terms of the Agreement (driving under the influence, refusal to disclose the Vehicle’s location, interference with the GPS system, significant payment delays, etc.).

12. CASES OF DENIAL OF INSURANCE COMPENSATION

12.1. If the insurance company, for any reason, fully or partially refuses to pay insurance compensation, or if the amount paid does not cover the damage caused, the Lessee undertakes to compensate the Lessor for the difference between the actual amount of damage and the insurance compensation received (or not received).

12.2. Exclusions under which the insurance company is entitled to refuse payment (for example, driving under the influence, leaving the scene of an accident, intentional actions, etc.) may be specified in the insurance policy, the contents of which the Lessee confirms having reviewed prior to signing the Agreement.

13. VALIDITY AND AMENDMENT OF TERMS

13.1. All terms of the Rental Agreement and its appendices are binding on the parties. Any amendments or additions shall be valid only if made in writing, signed by both parties, and recognized as an integral part of the Agreement.

14. CONFIDENTIALITY AND PERSONAL DATA

14.1. Any information explicitly designated as confidential at the time it is transferred by one party to the other shall be deemed confidential, regardless of the form of such transfer.

14.2. The Lessor collects and processes the Lessee’s personal data (full name, date of birth, passport details, driver’s license, etc.) solely for the purposes of performing the Agreement and identifying the person using the Vehicle.

14.3. The Lessee has the right not to provide personal data. In such case, the Lessor has the right to refuse to conclude the Agreement and to hand over the Vehicle.

14.4. Online payments are processed through an independent payment service provider; the Lessee’s bank card details are not transferred to the Lessor.

14.5. The Lessor does not store or process the Lessee’s bank card details; their protection is ensured by payment systems and banks in accordance with their internal rules.

14.6. The Lessor processes the Lessee’s personal data exclusively for the purposes of performing the Agreement, providing related services, as well as for service quality assessment and direct marketing, within the limits permitted by applicable law.

14.7. By signing the Rental Agreement, the Lessee consents to the processing of their personal data for the purposes specified above.

14.8. The Lessee’s personal data shall be stored for 60 (sixty) months after termination of the Agreement, unless a longer period is required by law or for the protection of the Lessor’s rights in the event of disputes.

15. DISPUTE RESOLUTION AND CONFIRMATION OF CONSENT

15.1. All disputes and disagreements arising in connection with the performance of the Rental Agreement shall be resolved by the Parties through negotiations.

15.2. If no agreement is reached, the dispute shall be subject to consideration in a claim and legal procedure before the competent courts of the Republic of Moldova in accordance with applicable law.

15.3. By signing the Rental Agreement, the Lessee confirms that:

they have read and agree with all terms of the Agreement and its appendices, including the List of Fines and Compensations (Appendix No. 2);

they assume responsibility for payment of all fines and compensations imposed by the Lessor in accordance with the terms of the Agreement and its appendices;

payment for services shall be made in advance in cash or by bank card;

the security deposit may be retained in cash or blocked/charged on a bank card;

if, at the Lessor’s discretion, a payment deferral is granted to the client (deposit or part of the payment not made), this is recorded in the Rental Agreement, and the client undertakes to pay the outstanding amount within the established term; such deferral does not release the Lessee from obligations under the Agreement;

in the event of damage to the Vehicle or other grounds for withholding, the Lessor has the right to retain the security deposit until the amount of damage, fines, or compensations is determined;

if the total amount of fines, compensations, and/or damage exceeds the amount of the security deposit, the Lessee undertakes to pay the difference in accordance with these Terms and Conditions.

15.4. The Vehicle Acceptance and Handover Certificate is attached to the Agreement and is used both for the transfer of the Vehicle by the Lessor and for its return by the Lessee. The Certificate records the date and time of handover/return, mileage, fuel level, completeness, presence of damage, photo documentation, and other material information. Upon return of the Vehicle, the relevant sections of the Certificate are completed and signed by the parties.

15.5. Acceptance of this public offer is effected by signing the Agreement. The Agreement shall be deemed concluded from the moment of its signing.

16. TERMINATION OF THE AGREEMENT

16.1. The Agreement may be terminated by mutual agreement of the parties or unilaterally in cases of material breach of the terms of the Agreement. The company reserves the right to terminate the agreement if its employees observe undue risks to the vehicle.

16.2. The Lessor has the right to demand termination of the Agreement if the Lessee has: violated payment deadlines; refused to return the Vehicle; transferred the Vehicle to third parties without consent; or used the Vehicle in violation of the operating conditions.

16.3. The Lessee has the right to terminate the Agreement if significant technical malfunctions of the Vehicle are discovered that are not attributable to the Lessee’s fault, provided that the Lessor fails to provide a replacement within 24 hours.

16.4. Upon termination of the Agreement, the Lessee must immediately return the Vehicle. Final settlement shall be carried out within 5 (five) business days and applies to both parties.

17. FORCE MAJEURE

17.1. Force majeure refers to extraordinary and unavoidable events (natural disasters, military actions, government restrictions, epidemics, etc.) that make the performance of obligations impossible.

17.2. The party affected by force majeure circumstances shall notify the other party within 1 (one) calendar day and provide supporting documents.

17.3. Performance of obligations shall be suspended without penalties for the duration of such circumstances. If the force majeure situation lasts for more than 30 days, either party has the right to demand termination of the Agreement without sanctions.

17.4. Force majeure circumstances shall be governed in accordance with the legislation of the Republic of Moldova.

Annex No. 2 — List of fines and compensations

1	Vehicle Use	Amount in MDL
1.1	Vehicle Downtime Due to Damage (including as a result of an Accident Caused by the Lessee)	25% of the Daily Rental Rate
1.2	Unauthorized Application/Removal of Stickers, Logos, or Alteration of the Vehicle’s Appearance	3 000
1.3	Transfer of Vehicle Control to a Third Party Without Permission	2 000
1.4	Driving the Vehicle Under the Influence of Alcohol, Drugs, or Other Intoxicants; Transferring Control to a Person in Such Condition	30,000 MDL + account suspension (penalty is cumulative with clause 1.3)
1.5	Use of the Vehicle for Business or Other Commercial Activities Without the Lessor’s Consent	Price of the contract * 3
1.6	Driving / Leaving the Vehicle Outside the Permitted Area or in a Restricted Access Zone	2000 + reimbursement of costs for Vehicle return
1.7	Unauthorized Disabling / Jamming of the Vehicle Tracking Device (GPS Tracker)	20 000
1.8	Damage to or Removal of the Tracking Device (GPS Unit)	10 000
1.9	Unauthorized Opening of the Hood / Bonnet	500
1.10	Refusal to Disclose the Vehicle’s Location / Failure to Provide Access for Inspection	2000 + possible termination of the Agreement
1.11	Failure to Follow the Procedure Established by the Agreement for Notifying Competent Authorities (Police, Fire Service, etc.) in Case of Theft, Fire, Accident, or Damage	2 000
1.12	Vehicle Towing Due to Actions or Inactions of the Lessee	2 000 + Reimbursement of Vehicle Return Costs
2	**Documents and Completeness**	
2.1	In Case of Loss, Destruction, or Theft of the Vehicle’s Documents, Keys, License Plates, Accessories, and/or Additional Equipment	1000 + costs of compensation for lost property
2.2	Loss of Accessories / Completeness (first aid kit, fire extinguisher, floor mats, etc.)	500 + costs of compensation for lost property
2.3	Damage to the Child Seat (when provided with the Vehicle for rental)	500 + costs of compensation for lost property
3	**Condition of the Vehicle**	
3.1	Dry Cleaning (Full Interior Cleaning)	3 500
3.2	Wet Wash (Deep Interior Cleaning)	2 000
3.3	Two-Phase Wash (Vehicle Body)	400
3.4	Interior Ozonation (Odor Removal, Disinfection)	350
3.5	Smoking in the Vehicle	2 000
3.6	Ending Vehicle Use with Open Windows, Doors, Trunk, or Hood	2 000
3.7	Return of a vehicle with a range of less than 25 km	500
4	**Traffic Violations**	
4.1	Exceeding the Speed Limit by 10–100 km/h	1800+100 for each subsequent violation
4.2	Returning the Vehicle with a Remaining Range of Less Than 25 km	800
4.3	Aggressive Driving, Serious Traffic Violations	20 000
4.4	Unauthorized Travel Outside the Republic of Moldova, Including Transnistria	10 000
5	**Other**	
5.1	Participation of the Vehicle in Competitions / Tests / Bets Without Permission	8 000
5.2	Transportation of Oversized / Hazardous Cargo	3 500

5.3	Off-Road Driving	2 000+ compensation for damages
5.4	Use of the Vehicle for Towing	1 500+ compensation for damages
5.5	Transporting Animals Without a Carrier That Prevents Contact with the Vehicle	500
5.6	Sending Obscene or Offensive Messages, or Threats to the Lessor’s Employees	5 000

Note:

The amounts of fines are indicated in MDL (Moldovan Lei) and are valid as of the date of signing the Vehicle Acceptance and Handover Certificate. The specific amount of compensation for actual expenses (towing, restoration of documents, accessories, equipment, etc.) is determined by the Lessor based on supporting documents.

By signing this Certificate, the Lessee confirms that they have read and agree to the specified fines.

Payment of a fine does not release the Lessee from the obligation to compensate for any losses, expenses, or damage exceeding the amount of the fine.