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Long-Term Vehicle Rental Terms

PART A & B have been excluded from this document because they simply specify details about the driver and the vehicle being rented.

PART C

A. CONDITIONS

1. Driver Eligibility

You agree and acknowledge that:

- a. You are 21 years of age or over.
- b. You have not within the three years prior to the Rental Period on Part A been convicted of an offense relating to driving a vehicle such as being under the influence of alcohol or drugs.
- c. Your driver's license must be written in Thai or English or is an international driver's license translated in English.
- d. only You or an authorized driver will drive the Vehicle, with the exception that you get prior written permission from Expat Auto;

2. Driving Locations

You must only use the Vehicle in Thailand and on a surface which is sealed, **and in no circumstances**

- a. on beaches or through dams, rivers, or flood waters;
- b. on any roadway where the Police or any other Government authority has issued a warning or caution.

3. Vehicle Use

You must **NOT**:

- a. Light or smoke anything in the car.
- b. transport any animal inside the Vehicle (except with written permission from Expat Auto)
- c. sublet or let the Vehicle on hire to any other person;
- d. allow the Vehicle to be used to carry passengers or supplies for payment of any kind;
- e. use the Vehicle to transport goods;
- f. carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;
- g. allow or permit the Vehicle to be used to tow or push anything;
- h. be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the Kingdom of Thailand; or
- i. refuse to take a breath or blood test;
- j. allow or permit the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- k. use the Vehicle when it is damaged or unsafe;
- l. operate or permit the Vehicle to be operated in breach of any legislation, regulations, rules or by laws relating to road traffic and use;

4. Maintenance and Safety

You must:

- a. generally do all things necessary to keep and maintain the Vehicle in its current state and condition (fair wear and tear accepted), including, but not limited to maintaining all of the Vehicle's fluid levels

(ie. engine oil; brake, transmission, and coolant fluid) and ensure that the tires are maintained at an adequate pressure;

- b. keep the vehicle locked and the keys under Your personal control at all times and be able to produce such keys if the Vehicle has been stolen;
- c. comply with any applicable seat belt & child restraint laws, as well as the hands free cell phone law;
- d. You must not arrange or undertake any repairs or salvage to the Vehicle (whether because of an accident or breakdown) without prior authority of Expat Auto (except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or other property in which case you must first attempt to contact Expat Auto by phone to inform them of the steps you are intending to take and obtain approval to those steps). Expat Auto will only reimburse You for the cost of such authorized repairs or salvage if You keep and produce to Expat Auto the original receipts for those repairs or salvage.

5. Vehicle Return and Replacement

5.1 You must return the Vehicle to the return location, on the date & by the time shown on Part A.

5.2 If You wish to return the Vehicle to a location other than that shown on Part A, a Drop Fee may apply. If a Drop Fee applies, You must pay it at the end of the Rental Period.

5.3 Expat Auto may request the immediate return of the Vehicle if you have breached or Expat Auto reasonably suspects you have breached the terms of this agreement. Expat Auto may repossess the Vehicle without any notice to you. You must also pay Expat Auto any cost it incurs in the repossession of the Vehicle as well as all reasonable costs and charges under the Rental Agreement.

5.4 Expat Auto reserves the right to not replace the Vehicle if the Vehicle or third party property is damaged before the rental period expires.

7.3 Expat Auto shall not be responsible for the state and condition of any property found in the Vehicle after the Vehicle's return to Expat Auto. Any person claiming the return of such property is required to furnish Expat Auto with satisfactory proof of ownership.

5.5 Upon return of the vehicle, Expat Auto reserve the right to re-inspect the vehicle within 48 hours of collection. If any additional damage is noted, you will be informed together with photographic evidence for you to see to substantiate Expat Auto claim, then the charges will be invoiced to you.

6. Claims and Proceedings

Where the use of the Vehicle by You or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property or if the Vehicle has been stolen, You and/or any Authorized Driver must:

- a. promptly report such incident to the local police;
- b. promptly report such incident by phone or in writing to Expat Auto;
- c. not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- d. permit Expat Auto or its insurers at its own cost to bring, defend, enforce or settle any legal proceedings against a third party;
- e. complete and furnish to Expat Auto within a reasonable time any statement, information or assistance which Expat Auto or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.
- f. forward to Expat Auto any claims or correspondence from third party's within one day of receipt.

7. Expat Auto's Liability

7.1 Expat Auto is responsible for:

- a. providing a vehicle in good condition;
- b. promptly taking care of any needed repairs in respect to the rental agreement which are needed during the rental term. If we are unable to promptly provide you with an alternate vehicle to use, you will not be charged for the time the vehicle is being repaired.

7.2 In the case that the vehicle is deemed unusable, we will provide you with a alternate vehicle or release you from the rental agreement and pro-rate the charges based on the days the vehicle was actually used.

7.3 In the case of personal injury we are responsible for working with our insurers to cover any medical cost the renter may have that do not exceed our coverage.

7.4 You will be entitled to terminate this Rental Agreement if Expat Auto breaches its terms and conditions.

B. ADDITIONAL CHARGES

1. Fuel

- 1.1 All vehicles are supplied with a full tank of fuel at the start of the hire. Customers may:
- return the vehicle full at the end of the rental, or
 - return the vehicle part full or empty and be charged for missing fuel at the end of the rental at the locally determined price.

The cost of fuel during the duration of the rental is the renter's responsibility.

2. Valet Fee

You will have to pay for reasonable costs of repair if we have to pay extra costs to return the vehicle to its condition when the pre-rental inspection was carried out (for example, if extra cleaning time or special material or equipment is needed to restore the vehicle to its pre-rental condition).

3. Damage & Loss of Property

All references to the "Vehicle" include all of its parts, components and accessories.

3.1 You are liable for a maximum fee of 5000 B. for each separate event involving damage to or loss of the Vehicle or the property of any third party which is caused by the use of the Vehicle by You or an Authorized Driver.

3.2 You must always pay, and clause 3.1 does not cover:

- the cost of rectifying any tire punctures;
- the cost of repairing any damage caused deliberately, carelessly or recklessly by You, any other driver of the Vehicle, or any passenger carried during the Rental Period;
- the cost of repairing any damage to the Vehicle or to third party property caused or contributed to by a breach of the Rental Agreement;
- the cost of repairing any water damage caused by immersion of the Vehicle in water.
- the full cost of replacing or repairing all contents supplied by Expat Auto (including but not limited to; baby seats, maps and GPS units).

3.3 Expat Auto is not responsible for any personal injury or property damage beyond what our insurance policy covers.

You acknowledge that You are aware of the above exclusions by your signature on Part A, B, and C.

4. Payment of Charges

4.1 At the end of the Rental Period, You must pay Expat Auto on demand:

- all charges specified on Part A and all charges payable under the Rental Agreement, less any deposits already paid;
- any amount for which You are liable to Expat Auto under the Rental Agreement.

4.2 If You do not pay all charges at the end of the Rental Period, You must pay interest at the Bank of Thailand standard bank bill rate on the outstanding balance from the end of the Rental Period to the date all charges are paid in full.

4.3 If currency conversion is required in relation to any payment the applicable exchange rate will be that offered by the Bank of Thailand on the invoice due date or the date on which liability for the payment is incurred.