

תנאים עיקריים:

HEREINAFTER IS A SUMMARY OF THE PRINCIPAL TERMS OF THE CONTRACT:

The nature of the term	Details
Those authorized to drive the vehicle - accumulative terms	Those holding a valid driving license (for the entire term of the rental); aged 21 at least (at the time of receipt of the vehicle); with a driving license for a minimum of two years appropriate for the vehicle at the time of rental. Additional payment for a young driver and/or an additional driver.
Return dates	The time of delivery of the vehicle in practice shall also be the time of its return to Cal Auto pursuant to the hours of activity of the Cal Auto branches.
Payment for delay in return	Payment for delay in return Up to 60 minutes - an additional payment totaling NIS 25; exceeding 60 minutes and up to 120 minutes – an additional payment of 1/3 of the cost of one day of rental; exceeding 120 minutes and up to 3 hours - an additional payment of 2/3 of the cost of one day of rental; 3 hours and above (up to 24 hours) - one full day of rental; 24 hours and above - full rental fees plus 50%.
Transportation to/from Eilat	The Renter shall be charged NIS 125.
Vehicle collection\return to Ben Gurion airport	Those collecting a vehicle from Ben Gurion airport are required to return the vehicle to the airport. For a renter who returns a vehicle in the Gush Dan area the cost shall be NIS 150+VAT. outside of the Gush Dan area NIS 500+VAT. In the event that a vehicle is taken from a location that is not Ben Gurion Airport and is returned to Ben Gurion Airport, the charge shall be NIS 150+VAT in the Gush Dan area and NIS 500+VAT outside of the Gush Dan area.
Extension/shortening of the term of rental	The price of the rental and the supplements shall change automatically pursuant to the Cal Auto Price List at that time.
Cancellation of the transaction	Cancellation pursuant to the Consumer Protection Law and/or the Consumer Protection Regulations and/or pursuant to Cal Auto's cancellation policy.
Mandatory insurance	The Renter and the authorized drivers shall be insured with mandatory insurance pursuant to law.
Cover and damages	Rental fees include (subject to payment of the deductible for damage by the Renter up to NIS 399,000 per incident)- 1) damages to the vehicle and/or to a third party due to any incident (whether accidental or not accidental); 2) incidents of theft of the vehicle, the Renter shall bear any damage that shall be caused to a third party exceeding NIS 399,000. Rental fees do not include: 1) damages to the undercarriage of the vehicle (including the chassis);

	2) damages to tires and windows; 3) damages as a result of negligence by the Renter and/or use not in accordance with this contract and/or pursuant to law; 4) damages caused by towing; 5) theft/loss of the vehicle/possessions (for any reason whatsoever); 6) damages as a result of leaving the secret code for the vehicle and/or leaving the keys to the vehicle without supervision; 7) any other damage and/or loss which originate from an unreasonable act and/or omission Cal Auto shall not be liable for any damage (direct and/or indirect and/or consequential) which shall be caused to the Renter and/or his representative.
Additional cover	Entails a supplementary payment (pursuant to Cal Auto's Price List as it shall be that time): 1) "Gold" cover - cover for damage, theft, windows and tires; 2) "Silver" cover - cover for damage, theft and windows; 3) "Bronze" cover - cover for damage Exemption from the payment of the deductible for the damage (bodywork damage and theft). 4) Exemption from payment of deductible for damage (damages to bodywork and theft). For additional cover ask the rental representative.
Deductible for damage	NIS 2,000-4,000 - the Renter shall be charged for the damage for every point of damage (including VAT; pursuant to your vehicle group) Except if the client purchased coverage for reduced payment of the deductible fee for damage, in which case he will pay only NIS 50 for each center of damage.
Traffic ticket endorsement	Handling fees shall be collected from the Renter for parking tickets totaling NIS 85 and for toll road charges of a total of NIS 45. In the matter of the ability of the renter to abstain from payment in certain cases for handling charges due to Cal Auto for toll road charges see Section 5(f) of the full length rental contract.
Return of standing order	Clearing house commission shall be collected from the Renter pursuant to Cal Auto's Price List as it shall be at that time (For business only).
Provisions regarding tourists	A tourist who is entitled to a refund of VAT pursuant to the provisions of the VAT law, shall not be charged VAT by Cal Auto subject to presentation of a B2 entry visa; in the event of damage of any type whatsoever and/or theft, a tourist with a credit card with insurance cover for the rental vehicle shall be charged in full for the extent of the damage and receipt of a refund from the credit card company shall be on his sole responsibility. Airport addition: when renting and/or returning a car from/to Ben Gurion Airport, an additional 39 USD for the rental will be charged.
Fuel	For return of a fuel tank that is not completely full the Renter shall be charged a commission totaling NIS 150 (plus VAT) and a maximum payment for a liter of fuel as determined in the contract.
Smoking/dirt	For return of a vehicle smelling of smoke, cigarette butts, ash the Renter shall be charged a payment of NIS 500; for return of the vehicle requiring special wash and cleaning the Renter shall be charged NIS 150.

Additional equipment	Supplementary payment pursuant to the Cal Auto Price List at that time (child seat, GPS etc.).
Collection/delivery	Supplementary payment pursuant to the Cal Auto Price List at that time. The service is conditional on a booking 24 hours in advance at least.
Use of credit card; deposit	All payments shall be collected by means of credit card. For monthly renewable contracts the Renter shall ensure that the owner of the credit card (or a power of attorney on his behalf) shall renew the deposit detailed in the contract. In the event that the deposit shall not be renewed as aforementioned the sum of the deposit shall be confiscated by Cal Auto.
Damages to the interior of the vehicle	The Renter shall be charged for the full damage as shall be assessed by Cal Auto and/or an assessor (upholstery, plastic and so forth).
Seizure of the vehicle	In the event of non-return of the vehicle on time and/or in any event of breach of any of the terms of the contract, Cal Auto is permitted to seize the vehicle and the Renter shall compensate Cal Auto for all the expenses and damages that shall be caused to it in this regard.
Deviation in km	The Renter shall be charged a supplementary payment pursuant to the Cal Auto Price List at that time.
Ongoing service	The Renter is required to update Cal Auto as to the date of service required for the vehicle (for example 15,000/30,000/45,000/60,000 km and so forth) at least 7 days in advance or 1,000 km before each service as aforementioned (for long term rental).
Malfunctions, thefts, accidents	Repairs, service and modifications to the vehicle shall be carried out by Cal Auto only. The Renter shall inform Cal Auto immediately (on Telephone #6020) as regards any mechanical malfunction, damage and accident. The Renter shall inform Cal Auto immediately (on Telephone #6020) and the Police regarding theft of the vehicle.
Repair of flat tire	The handling of a flat tire and any other damage to the vehicle's tires is the responsibility solely and only of the Renter (unless this service is purchased).

תנאים מורחבים:

1. THOSE AUTHORIZED TO DRIVE THE VEHICLE

- a. Those authorized to drive the vehicle **are solely and only** driver/s the details of whom appear in this contract above and/or driver/s as he/they shall be updated from time to time on the Cal Auto systems, in advance and in writing, and on condition that he/they is/are: 1) the owner/s of a valid driving licence (for the entire rental period); and 2) at the very least aged 21 (on the date of receipt of the vehicle); and 3) that he/they have a licence for a minimum of 2 years appropriate for driving the vehicle at the time of rental (hereinafter: "**the authorized driver**"); delivery of the vehicle to the Renter is conditional on presentation of a valid original driving licence. That stated in this section is **a condition** for valid insurance cover for the vehicle and/or for a third party (as detailed in Section 4 hereinafter). To avoid doubt, this contract shall not be applicable for one who is not an authorized driver and the Renter shall bear total liability pursuant to this contract and/or any law in regard to use of the vehicle by one who is not an authorized driver. The provisions of this contract for all the Renter's undertakings accordingly, jointly and severally, shall be imposed on the Renter, the principal driver, the owner of the credit card and the authorized drivers, and this without derogating from the liability of the Renter, the principal driver and the owner of the credit card for any use of the vehicle and/or any damage that shall be caused to the vehicle if use is made of the vehicle by others.
- b. In the event that the Renter is a corporation, it undertakes that the corporation and the authorized drivers shall be obligated, jointly and severally, to comply with the provisions of this contract and the provisions of any law.
- c. Authorization for use or operation of the vehicle by one who is not the Renter, are subject to the sole discretion of Cal Auto and its approval in advance and in writing, plus payment for every additional driver who is not the Renter as stated in this contract hereinafter. In the event that Cal Auto shall give approval as aforementioned this shall not derogate from the liability of the Renter as stated in this contract and/or pursuant to any law and/or shall not impose on Cal Auto any liability whatsoever vis-a-vis that same additional driver.

2. THE RENTAL TERM

- a. The rental term for the vehicle is as noted in the order form above.
- b. A day of rent is 24 hours or any part of it and it shall commence at the time of delivery of the vehicle in practice to the Renter and/or the authorized drivers. Rental days stated on the order form are sequential and therefore cannot be split into separate rental terms and no refund shall be made in the event of partial utilization or absence of utilization of the rental, unless Cal Auto approves otherwise, at its sole discretion.
- c. The time of delivery of the vehicle to the Renter and/or the authorized drivers in practice shall also be the time of its return to Cal Auto. In this matter, the hours of activity of Cal Auto's branches are Sunday-Thursday between 08:00-16:50 (apart from Jewish festivals), on Friday and eves of Jewish festivals from 08:00-12:50 and on the eve of the Day of Atonement (Yom Kippur) from 08:00-10:50. Accordingly **return of the vehicle on Fridays and/or the eve of Jewish festivals shall be carried out no later than 12:50 and on the eve of the Day of Atonement (Yom Kippur) no later than 10:50 (even if the vehicle was delivered to the Renter and/or the authorized drivers after this time.**
- d. For a delay of up to 60 minutes in return of the vehicle on the date of return determined for it, the Renter shall be charged **an additional payment** pursuant to the Cal Auto Price List as it shall be at that time; for a delay exceeding 60 minutes and up to 120 minutes in return of the vehicle on the date of return determined for it, the Renter shall be charged **an additional payment** of 1/3 of the cost

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of a day of rent; for a delay in return exceeding 120 minutes and up to three (3) hours, the Renter shall be charged **an additional payment** of 2/3 of the cost of a day of rent; for a delay of three hours (3) and above (subject to Section 12(e) hereinafter, the Renter shall be charged a full day of rent, all this without derogating from any relief or right that Cal Auto shall have pursuant to this contract and/or any law.

- e. A Renter who shall not return the vehicle at the end of the rental term as determined in this contract, shall be considered as one who has extended this contract for all intents and purposes, and he shall be charged for the extended term as aforementioned (apart from the first day of the delay, for which the provisions of Section 2(d) shall be imposed, full rental fees pursuant to the daily

tariff that shall be in force at Cal Auto at that time, plus 50% of the aforementioned tariff, and this as liquidated damages agreed in advance and without derogating from any relief or right that shall be available to Cal Auto pursuant to this contract and/or any law.

f. The Renter shall return the vehicle to Cal Auto to the branch from which the Renter and/or the authorized drivers took the vehicle unless Cal Auto shall instruct them otherwise. In any event whatsoever, for taking a vehicle from a certain Cal Auto branch throughout Israel (excluding Eilat) and its return to the Cal Auto branch in Eilat or alternatively taking the vehicle from the Eilat branch and returning it to another of Cal Auto's branches throughout Israel (which are not in Eilat) the Renter shall be charged a "transportation" commission pursuant to the Cal Auto Price List as it shall be at that time.

g. Those Collecting a vehicle from Ben Gurion airport are required to return the vehicle to the airport. for a renter who returns a vehicle in the Gush Dan area or beyond will be charged a fee pursuant to the Cal Auto Price List as it shall be at that time. in the event that a vehicle is take from a location that is not Ben Gurion airport and is returned to Ben Gurion airport, the renter shall be charged a fee pursuant to the Cal Auto Price List in accordance with the area from which the vehcile was collected.

h. **Extension of rental term** - in the event that the Renter shall wish to extend the rental term over and above the period noted in the order form, he shall be required to receive the consent of Cal Auto in advance and in writing which shall be permitted to amend the rental terms at its sole discretion. In any event of extension of the rental term by 24 hours and more (which was approved by Cal Auto) the Renter shall be required to go to one of Cal Auto's branches and sign on an updated contract. The terms of this contract which shall not be amended by Cal Auto shall continue to be imposed on the entire term of the extension of the rental.

i. Shortening the rental term - the price of rental shall automatically be changed and all the supplements (including for restriction and deviation from km) shall be pursuant to the Cal Auto Price List, as it shall be at the relevant times (for example: in the event that the Renter rented the vehicle for one month and decided for any reason whatsoever to return it after only 4 days, the Price List that shall be taken into account shall be the daily price list and not the monthly price list).

j. The date and location of delivery in practice of the vehicle could be changed due to an incident of force majeure and the Renter and/or the authorized drivers hereby waive any plea and/or demand and/or claim, in any shape or form, vis-?-vis Cal Auto in such aforementioned events.

3. CANCELLATION OF A TRANSACTION

a. The Renter is permitted to cancel the reservation by one of the following methods:

1. Request by email to ordercancel@calauto.co.il.
2. By calling #6020; or

3. By fax to 03-7910748.

The cancellation notice as aforementioned shall be made within 14 days from the date of making the reservation and/or Cal Auto's confirmation and at least 2 working days prior to the date of collection of the vehicle. In the event of cancellation pursuant to this section, Cal Auto is permitted to charge the Renter cancellation fees which shall not exceed 5% of the rental fees or NIS 100 the lower of the two.

b. In the event of cancellation made not within the framework of the dates determined in Section a) above or in the event that the Renter does not arrive to collect the vehicle at the collection time determined, Cal Auto shall be permitted to charge the Renter cancellation fees subject to Cal Auto's cancellation policy. www.calauto.co.il/sales/bitul/htm

4. COVER AND DAMAGES

a. Cal Auto shall ensure that an insurance company shall insure the Renter and the authorized drivers with a mandatory insurance policy pursuant to the Motorized Vehicle Insurance Order [New Version], 5730-1970 (hereinafter: "**the mandatory policy**"). The provisions, terms and exceptions of the mandatory policy constitute an integral part of this contract. Cal Auto shall provide the Renter with ?waiver cover? (not insurance) against a third party and damages that shall be caused.

b. **Rental fees include** (subject to payment of the deductible for damage caused by the Renter, to an extent of NIS 399,000 per incident):

1. Damages to the vehicle and/or a third party due to any incident (accidental or consequential);
2. An incident of theft of the vehicle (apart from in the event that there is a concern of involvement on the part of the Renter or in the event of non-compliance with his undertakings pursuant to this contract). The Renter shall bear any damage that shall be caused to a third party which exceeds NIS 450,000 and this without derogating from the duty of the Renter to pay the deductible for the damage as stated hereinafter. It is clarified to avoid doubt that inasmuch as in the same incident damage shall be caused both to the Renter and/or a third party - the Renter shall be charged the deductible for the damage for every point of damage.

c. **Rental fees do not include:**

1. Damages to the undercarriage of the vehicle (including the chassis);
2. Damages to tires and windows.
3. Damages as a result of negligence by the Renter and/or use not pursuant to this contract and/or any law;
4. Damages caused by tow trucks;
5. Theft/loss of property/possessions (whether caused as a result of negligence by Cal Auto or due to its fault or whether due to any other reason);
6. Damages as a result of leaving the secret code in the vehicle and/or leaving the keys in the vehicle without supervision.

7. Any other damage and/or loss which originate with an unreasonable act and/or omission.

d. It is clarified that for each of the aforementioned in Subsection (c) above the Renter shall bear **all** the damages and the accompanying expenses that shall be caused to the vehicle and/or a third party and/or to Cal Auto (including but not only for: loss of rental

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days, loss of income, decrease in value, towing, storage, administrative expenses and appraisal fees), whatever their cost shall be except if the renter purchased coverage for reduced payment of the deductible fee for damage, in which case he will only pay the fixed payment on the reservation form.

e. **A tourist with a credit card with insurance cover for a rental car** - in the event that this is a Renter who is a tourist who has a credit card which includes insurance for a rental vehicle against damages to bodywork and thefts including LDW on behalf of his credit card company, and in the event that the aforementioned Renter used the credit card for the purpose of execution of the payment to Cal Auto, the aforementioned shall not be imposed on him, thus in the event of damage of any shape or form whatsoever and/or theft, the Renter shall be charged **with the entire** sum for the damage and receipt of a refund from the credit card company shall be under his sole responsibility. It is clarified that inasmuch as the Renter shall not pay the entire sum of the damage, for any reason whatsoever, Cal Auto shall be permitted to take action directly vis-?-vis the Renter and vis-?-vis the credit card company and/or the insurance company in order to defray the balance of the Renter's debts, and this without imposing on it any duty and/or responsibility to do so.

f. The aforementioned in Subsections (b) and (c) are subject to the terms of the mandatory policy and full cooperation on the part of the Renter and/or the authorized drivers, including in the matter of transfer of an immediate notice as to every incident of damage/accident/theft, completion and signature on a damage/incident report, as shall be instructed by Cal Auto, and a report to the Police and/or the other authorized authorities and/or the insurance company. In as much as it shall be relevant and required pursuant to law.

g. The Renter shall be permitted to receive from Cal Auto, for an additional payment (pursuant to the Cal Auto Price List as it shall be at that time):

1. "Gold" cover - cover against damage, the TP, windows and tires;
2. "Silver" cover - cover against damage, the TP and windows;

3. "Bronze" cover - cover against damage;
4. Exemption from payment of a deductible for damage (bodywork damages and theft).

It is clarified that **nothing** is the purchase of one of the aforementioned covers shall exempt the Renter from payment for all the damage in events detailed in Subsection (c) above. **For additional details and/or covers please contact the Cal Auto representative at the rental branch.**

h. Cal Auto shall not be responsible for any damage (direct and/or indirect and/or consequential) which shall be caused to the Renter and/or his representative in regard to rental of the vehicle.

5. TRAFFIC TICKETS, TRAFFIC OFFENCES, TRAVEL ON TOLL ROADS

a. The Renter shall be responsible and bear exclusively all the payments, fees, fines, indictments, tickets and/or parking fees in any shape or form whatsoever including traffic offences, parking, offences pursuant to municipal byelaws and so forth (hereinafter: "tickets") that shall be imposed and/or instituted during and/or for the term of the contract in regard to the use and/or the maintenance of the vehicle even after the conclusion of the term of their use/possession of the vehicle.

b. The Renter undertakes to notify Cal Auto immediately as to any ticket that has been imposed, provided and/or placed/adhered to the vehicle and to cooperate with Cal Auto inasmuch as such shall be required in regard with the aforementioned.

c. For every ticket the Renter shall be charged payment pursuant to the Cal Auto Price List as it shall be at that time as handling fees for endorsement of the ticket into his name.

d. Without derogating from the aforementioned, the Renter hereby confirms that at the request of Cal Auto he shall sign on confirmations to the Police and the local authorities according to which the vehicle was in his possession and use and/or in the possession and/or use of the authorized drivers at the time of the ticket and that he shall sign on a request to endorse the tickets into his name, all in the wordings to be decided by Cal Auto, and shall appear for court hearings and so forth. The Renter hereby confirms to Cal Auto to transfer his details to the Police and the local authorities and to endorse the tickets into his name.

e. The Renter shall bear exclusively vis-?-vis the franchisees of the various toll roads any charge for driving the vehicle during the term of the contract on toll roads, inasmuch as Cal Auto shall be obligated vis-?-vis the franchisee of a certain toll road for driving the vehicle on the toll road, the Renter shall be charged payment pursuant to Cal Auto's Price List as it shall be at that time as handling fees for endorsement of toll charges into his name.

f. In order to abstain from payment of handling fees as aforementioned in Section 5(e) above, the Renter shall ensure to notify the

aforementioned franchisees himself as to the start and end of the contract for the vehicle, for any reason whatsoever, and Cal Auto shall not have any part and/or liability for such. Clarification regarding methods and details of association with the aforementioned franchisees shall be at the sole responsibility of the Renter.

g. It is hereby agreed and declared that the credit card regarding which the Renter transferred details to Cal Auto, shall serve Cal Auto for the purpose of collection of any payments and/or damages aforementioned.

6. PAYMENT OF RENTAL FEES AND ADDITIONAL PAYMENTS

a. The Renter shall pay Cal Auto the rental fees and payments for the various supplements in advance, during the rental term (and at the very latest at the end of each month) and at the end of the rental term, for any reason whatsoever, he shall pay the balance of the payments and/or any other sum for which he shall owe payment by virtue of this contract and/or any law (such as: deviation of km, delay in return of the vehicle, damages to the vehicle and continued rental over and above the initial rental term determined on the order form and so forth). To avoid doubt it is clarified that rental fees and payments for the various supplements shall be paid to Cal Auto in full and on time whether use was made of the vehicle or not, whether in general or for a certain period.

b. In the event that the Renter has decide to make any of the payments by means of a standing order and any of the payments as aforementioned was returned, the Renter shall be charged payment of clearing house commission pursuant to the Cal Auto Price List as it shall be at that time. Airport addition: when renting and/or returning a car from/to the branch at the airport, based on the cal Auto price lists, which are updated from time to time

c. Exemption from payment of VAT for a tourist - in the event that the Renter is a tourist entitled to a refund of VAT pursuant to the provisions of the VAT Law, 5736-1976, he shall not be charged VAT by Cal Auto on condition that he presented to the representative at the rental branch a B2 entry visa. To avoid doubt it is clarified that a Renter, who has an Israeli passport and a foreign passport, shall not be entitled to the aforementioned exemption.

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d. **Fuel** - the Renter shall be charged payment for the fuel that the vehicle shall consume during the rental term.

Accordingly the vehicle shall be returned when the fuel tank has an identical quantity of fuel as it had at the start of the rental term. If this is not the case the Renter shall be charged with a commission of NIS 150 (plus VAT) and a maximum payment for each litre of fuel (pursuant to the maximum price per litre of gas or diesel accordingly, for refuelling that is not self-service plus VAT, as shall be published from time to time by the Ministry of Energy and Water or by any other authorized authority). The Renter and/or the authorized drivers shall be responsible to check the status, on receipt of the vehicle, of the speedometer and the fuel gauge and their consistency with that recorded in this contract above.. Furthermore the Renter and/or the authorized drivers have the duty and the responsibility to check from time to time the quantity of oil and fuel and their correlation with that required. Furthermore, the Renter and/or the authorized drivers have the responsibility to check at the time of receipt of the vehicle that type of fuel/engine oil and/or gear box oil and/or the quantity of water in the radiator and/or the air in the tires which should be used in the vehicle pursuant to the manufacturer's instructions. The Renter shall be responsible in any event for use of fuel/engine oil and/or gear box oil which is not pursuant to the manufacturer's instructions and shall also be charged for all the damages and expenses that shall be caused to Cal Auto due to such. In the event of need and/or a query the Renter shall update and/or contact the Cal Auto Customer Service Call Center (on telephone #6020) and act pursuant to the instructions of the representative.

e. **Smoking** - Smoking in the vehicle is prohibited. For return of a vehicle with smoking odours and/or cigarette butts/ash, the Renter shall be charged payment pursuant to the Cal Auto Price List as it shall be at that time as agreed liquidated damages in advance.

f. **Dirt** - For return of the vehicle as such that it requires special washing and cleaning of the vehicle, including and not only animal hair, stains on the upholstery, the Renter shall be charged pursuant to the Cal Auto Price List as it shall be at that time as agreed liquidated damages in advance.

g. **Supplementary equipment** - For a baby/child's seat (the installation of which is the sole responsibility of the Renter and/or the authorized drivers), a satellite navigation device and any other equipment/accessory (hereinafter: "**the equipment**") the Renter shall be charged an additional payment pursuant to the Cal Auto Price List as it shall be at that time and subject to the availability at Cal Auto. Cal Auto is not obligated to supply any equipment whatsoever of a certain style/model and so forth. Furthermore, Cal Auto is not responsible for any malfunctions and faults whatsoever that shall occur in the equipment and/or its operation. The Renter shall be responsible for any loss/damage (apart from wear and tear originating from reasonable use) that shall be caused to the equipment and/or the Renter and/or any third party whosoever for use/operation of the equipment by the Renter and/or the authorized drivers, and the Renter shall be charged for all the costs which Cal Auto shall bear for such. To avoid doubt, it is hereby clarified that the equipment is not covered within the framework of any of the covers noted in Section 4 above.

h. Young driver (under the age of 24) and/or an additional driver - For any young and/or additional driver the Renter shall be charged a supplementary payment pursuant to the Cal Auto Price List as it shall be at that time.

i. Collection/return - The Renter is permitted to request for collection and/or return of the vehicle by Cal Auto, subject to requesting such via Cal Auto's Customer Service Call Center (on Telephone #6020) 24 hours at least in advance and he shall be charged an additional payment pursuant to the Cal Auto Price List as it shall be at that time.

For additional special services - please ask the Cal Auto representative at the rental branch.

j. In any event in which the Renter and/or the authorized drivers shall receive payment from any individual and/or entity to which Cal Auto is entitled, the Renter undertakes to transfer the aforementioned payments immediately to Cal Auto. The Renter hereby permits Cal Auto to deduct and/or retain from the deposit and/or to make use of the credit card (see Section 7 hereinafter) for the purpose of collecting any sum that shall be due to it as stated in this Section 6 above.

7. USE OF CREDIT CARD; DEPOSIT

a. By his signature on this contract the Renter waives any claim for use of his credit card for any payment whatsoever pursuant to this contract and/or any law, including claims by virtue of the Charge Cards Law, 5746-1966 and/or a claim regarding carrying out a transaction with a missing document and/or any other claim and his signature on this contract is alike signature on a credit card slip for all intents and purposes. It is clarified that that stated in this section shall be imposed on any credit card that shall be provided to Cal Auto in regard to use by the Renter and/or on his behalf of the vehicle pursuant to this contract, even if the aforementioned credit card was given by any other entity whatsoever (who is not the Renter).

b. Cal Auto shall be permitted to check whether the credit card the details of which have been provided to Cal Auto for the purpose of compliance with the undertakings as detailed in this contract, has a sufficient credit line to cover all the costs derived from renting the vehicle. If such credit line is not available, for any reason whatsoever, Cal Auto shall be permitted to terminate the contract, and this without the Renter and/or his representative having any plea and/or demand and/or claim vis-?-vis Cal Auto in regard to such and without derogating from any other and/or additional relief available to Cal Auto pursuant to this contract and/or any law.

c. Without derogating from the aforementioned, the Renter is responsible for ensuring that at all times he will be able to comply with his undertakings as stated in this contract in full, including but not only in the matter of execution of payments in a timely and orderly fashion.

d. Pursuant to need and for renewable monthly contracts, the Renter shall ensure that the owner of the credit card (or a power of attorney on his behalf) shall renew the deposit as detailed in this contract above, and if he shall not do so Cal Auto is permitted to seize the vehicle and/or confiscate the deposit and to take action in any way determined in this contract and any law. To avoid doubt it is hereby clarified that

non-execution of any payment whatsoever and/or any part of it shall constitute a fundamental breach of this contract.

e. In the event that the deposit shall not be renewed each and every month as aforementioned, then the sum of the deposit shall be confiscated by Cal Auto and at the request of the Renter Cal Auto shall credit the sum of the deposit in favor of future transactions by the Renter with Cal Auto and alternatively the sum of the deposit shall be returned, less the clearing house commissions pursuant to Cal Auto's Price List as it shall be at that time.

f. Replacement of credit card details (including in the event of renewal after expiry) shall be carried out at one of the Cal Auto branches only and shall be accompanied by signature on documents as instructed by the Cal Auto representative.

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g. Long term rental (that is rental exceeding 30 days) shall be approved subject to presentation of a credit card with two months validity at least.

8. DECLARATIONS AND UNDERTAKINGS OF THE RENTER

The Renter declares and undertakes as follows:

Condition of the vehicle

a. Cal Auto is not obligated to provide the Renter with a vehicle of a certain type/manufacturer/model/year of manufacture/engine capacity/size of trunk/type of fuel. Cal Auto shall provide the Renter with a vehicle at its discretion and based on the inventory of vehicles existing on the relevant rental data and pursuant to the group of vehicles requested only.

b. The Renter and/or the authorized drivers shall have examined the vehicle at the time of its receipt, its accessories, its systems and its tires and have found them to be in good order. On its receipt the vehicle was in a good and sound condition from all aspects, suitable for travel and for the objectives for which it was designated and was to their complete satisfaction.

c. Cal Auto is not and shall be responsible for the quality and the suitability of the vehicle for the objectives for which it was designated by the Renter and/or the authorized drivers and the Renter and/or the authorized drivers shall be precluded from raising vis-a-vis Cal Auto any plea and/or demand and/or claim regarding its quality, its suitability and the correlation of the vehicle and/or for any defect

and/or damage in any shape or form whatsoever that shall occur in the vehicle after its transfer to the Renter and/or the authorized drivers.

d. The Renter and/or the authorized drivers shall return the vehicle to Cal Auto in a good and sound condition, as they received it (apart from normal wear and tear which originates from reasonable use), when it is empty of any object which does not belong to Cal Auto.

For damages that shall be caused to the interior of the vehicle (to the upholstery, plastic and so forth) the Renter shall be charged for full payment of the damage as it shall be assessed by Cal Auto and/or an appraiser and at Cal Auto's sole discretion.

e. The Renter is aware and he agrees that "vehicle" in this contract means - the vehicle and any document and/or device and/or accessory and/or equipment attached and/or affixed to the vehicle, whether permanently affixed or by any other method.

Seizure of the vehicle

f. In the event that the vehicle shall not be returned at the time determined on the order form and/or in the event of breach of any of the terms of this contract, Cal Auto and/or its representative is permitted to seize the vehicle at any time, remove it from its location and/or take any steps that Cal Auto and/or its representative shall see fit, as required in the circumstances of the matter, in order to minimize its damages. The Renter undertakes to compensate Cal Auto for all its expenses and damages that shall be caused due to non-return of the vehicle at the time determined and for the steps that Cal Auto shall take as aforementioned (including for loss of rental days, costs of location and seizure, storage and towing expenses), however much they shall be.

g. Cal Auto shall not be responsible for any damage that shall be caused to the Renter and/or his representative due to the seizure of the vehicle and the additional steps taken as aforementioned and the responsibility for damages as aforementioned (if and inasmuch they shall be caused) shall be imposed in full on the Renter.

h. Location and seizure after theft - The Renter shall pay Cal Auto the full value of the vehicle and the full fees for damage that shall be caused to Cal Auto in the event that a vehicle shall be stolen and not found, in the event that the theft of the vehicle was carried out due to an act or omission of the Renter or with the involvement or suspicion of involvement on the part of the Renter and/or his representative. In the event of theft of the vehicle and it being located thereafter and in the event that the vehicle was not returned to Cal Auto at the conclusion of the rental and Cal Auto was forced to locate it and return it to its possession itself, the Renter shall be charged with full payment of the fees for the damage that shall be caused to Cal Auto.

Use of the vehicle

i. The authorized drivers shall operate and use the vehicle pursuant to all the traffic and transportation laws and/or rules and any other relevant law.

j. The authorized drivers shall act with the vehicle with caution and as customarily an owner safeguards his vehicle, shall not drive the vehicle

negligently and/or haphazardly and/or with lack of caution and/or illegally. In the event that their driving is not pursuant to the provisions of this contract, without harming the generality of the aforementioned, Cal Auto shall be permitted to compromise or act in any other fashion at its sole discretion in any event that Cal Auto shall be caused any damage whatsoever, the Renter shall compensate Cal Auto for all its damages, including loss of rental days, and so forth.

k. The vehicle is designed solely for driving and any other use of it is prohibited. The authorized drivers shall not use / shall not operate / shall not drive the vehicle in a way that is not pursuant with the provisions of this contract and/or any law; to transport passengers and/or transport cargo for a fee or for a charge; to tow or push a vehicle or trailer or any other object (unless a suitable device has been lawfully installed with the approval of Cal Auto; for competitions, tests, races, driving instruction, speed tests, to transport passengers or load cargos over and above that permitted in the vehicle licence and/or by any law; without a valid driving licence for the type of vehicle; in a bad state of health (physical or emotional) which could harm the ability of use of the vehicle and/or under the influence of drugs and/or alcohol and/or drugs that cause grogginess; outside of the borders of the State of Israel and/or in areas that are not under the full sovereignty of the State of Israel including Taba and/or areas under the control of the Palestinian Authority; in areas of war, riots, strikes, demonstrations etc.; illegally or for illegal objectives; use for purposes of violence/crime; for travel on unpaved roads and highways and/or on any road that could cause damage to the vehicle; by a young and/or new driver; by an authorized driver who was involved in accidents in the past 3 years and did not disclose to Cal Auto full details of such.

l. In the event of long term rental (that is rental exceeding 30 days), the Renter shall update Cal Auto regarding the times of service required for the vehicle (for example 15,000/30,000/45,000/60,000 km and so forth) at least 7 days in advance or 4,000 km prior to any service as aforementioned. Furthermore, he shall bring the vehicle for periodic testing and shall comply with any instructions by Cal Auto in the matter.

m. **Mileage** - The rental fees are subject to restriction on the quota of km per day/month, pursuant to the duration of the rental term and there is no possibility of transferring the quota from one day to another/from one month to another. For deviation from the mileage the Renter shall be charged a supplementary payment as aforementioned in this contract above. The number of extra km that the vehicle executed shall

be determined by reading the speedometer affixed in the vehicle.

Malfunctions; thefts; accidents

- n. Any repair and/or service and/or modification whatsoever to the vehicle shall be carried out solely by Cal Auto and at its absolute discretion.
- o. In any event of theft or other criminal act in regard to the vehicle, the Renter and/or the authorized drivers shall transfer a notice immediately to the Police and to the Cal Auto Customer Service Call Center (by telephone #6020) and shall act pursuant to their instructions.
- p. The Renter and/or the authorized drivers shall do all that is required to prevent theft and/or a break in to the vehicle, including by means of locking all the doors, closing all the windows, operation of all the protection systems installed in the vehicle, maintaining the good order of the keys to the vehicle and keeping them in a safe place outside of the vehicle when it is not in use. The vehicle keys must not be left in the switch.
- q. In any event of a mechanical malfunction (including illumination of any warning light whatsoever in the vehicle), an accident or any damage whatsoever, the authorized driver shall stop the vehicle immediately, shall not move it from its location, shall inform the Cal Auto Customer Service Call Center without delay (by telephone #6020) and shall act pursuant to the representative's instructions.
- r. Unless the Renter purchased this service from Cal Auto for additional payment pursuant to the Cal Auto Price List, a flat tire (puncture) and any other damage to the vehicle's tires do not constitute a mechanical malfunction and they shall be handled solely by the Renter and Cal Auto has no obligation and any liability whatsoever for them. The international standard does not obligate having a spare tire in the vehicle, but rather a temporary repair kit only (until replacement of the tire). Therefore, the Renter and/or the authorized drivers, at the time of receiving the vehicle, is required to ensure the existence of a spare tire or a kit as aforementioned (and the method of its use).
- s. The Renter and/or the authorized drivers shall enable Cal Auto and/or its representative to examine the vehicle during the entire rental term in any location that it shall be located and at any reasonable time.
- t. For a mechanical malfunction and/or accident Cal Auto shall provide the Renter, at its discretion and decision, a replacement vehicle and/or towing services and/or road services. Cal Auto is not obligated to provide the Renter with a replacement vehicle of the same type, model, vehicle group etc. To avoid doubt it shall be clarified that a replacement vehicle shall be provided in the event of an accident incident only after initial investigation and filling in and signature on a damage report.
- u. In the event of an accident the Renter and/or the authorized drivers shall act as follows: they shall take full details regarding the vehicle/s involved and their driver/s; shall inform immediately by phone (#6020), Cal Auto and the Police regarding the accident and its circumstances; within no later than 24 hours from the occurrence of the accident and shall inform Cal Auto, in writing and in detail, regarding the accident and its circumstances and shall fill in any report and comply with any instruction that shall be required; shall not

acknowledge any act or omission; shall not offer and shall not receive any proposal or compromise, even if not in regard to defrayal of damages; shall not leave the vehicle without security and without appropriate measures of caution; shall transfer to Cal Auto any summons, pleadings or other document relating to the accident; shall cooperate with Cal Auto and with the insurers in all matters relating to the proceedings originating from the accident, including legal proceedings; shall execute/abstain from execution of any action that a reasonable individual would execute/abstain from executing.

9. MISCELLANEOUS

- a. Cal Auto is the owner of the vehicle and the accompanying equipment/accessories, apart from the right of use of them and their possession by the Renter and/or the authorized drivers of them and does not award them rights vis-a-vis Cal Auto, which does not include the right of detention, lien or pledge or confiscation. The Renter and/or the authorized drivers shall not transfer, shall not sell, shall not give as a gift, shall not lease, shall not lend, shall not attach and shall not transfer any rights to the vehicle or any part of it to a third party, whether for charge or free of charge.
- b. In the event that the Renter and/or the authorized drivers shall breach a fundamental breach of this contract, Cal Auto is permitted to cancel the contract and this without derogating from any other and/or additional relief to which Cal Auto is entitled pursuant to this contract and/or pursuant to any law.
- c. By his signature on this contract the Renter confirms that the terms of rental and all the rest of the relevant details, tariffs and provisions - have been brought to his attention and he has read them and agrees with them.
The Renter also confirms that he has received a copy of this contract.
- d. All the sums that the Renter shall delay in payment shall bear maximum interest in arrears customary in one of the five large banks in Israel for unapproved overdrafts in CLA accounts, as it shall be on the date of the delay in payment, starting from the date of the delay in payment and until the date of payment in practice.
- e. The Renter hereby appoints Cal Auto irrevocably to have his power of attorney in any legal or other proceeding regarding the vehicle and the use of it, and for which Cal Auto is a party, including legal proceedings relating to the use of the vehicle by the Renter in any claim whatsoever and any arrangement or settlement that shall be achieved and any action that shall be carried out by Cal Auto shall bind the Renter. Nothing in the aforementioned shall derogate from any undertaking imposed on the Renter pursuant to this contract.
- f. The Renter agrees that he has read Cal Auto's privacy policy, understands it and agrees to all that stated therein.
- g. The telephone conversations at Cal Auto could be recorded for the purposes of control and quality of the service and could serve Cal Auto as evidence, including in any judicial or quasi-judicial proceeding.

- h. A locating and/or monitoring system is installed in the vehicles and/or for management of the fleet of vehicles which, inter alia, examines the nature of the driving and warns of deviations from normative driving. Cal Auto shall be permitted to track the vehicle and make use of the data for its requirements. Furthermore Cal Auto shall be permitted at any time and at its discretion to contract the protection entity and request the location of the vehicle.
- i. When the vehicle has been rented to the Renter as a result of fraud or misrepresentation, the use and possession of the vehicle shall be considered to be without Cal Auto's consent, shall constitute a breach of the agreement on the part of the Renter and shall award Cal Auto with any relief pursuant to any law and/or this contract.
- j. Cal Auto shall be permitted to photocopy and keep copies of identity cards/passports/driving licences/entry visas to Israel/credit cards.

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- k. In the event that the vehicle is a replacement vehicle, which was rented to the Renter or his representative who is authorized to drive the vehicle pursuant to the provisions of this contract, by a garage and/or insurance company, all the provisions of this contract (apart from in the matter of payment of rental fees) shall be imposed solely on the Renter.
- l. For lengthy rental and/or in the event in which the vehicle shall be replaced for any reason whatsoever, the alternative vehicles shall be considered as an integral part of the previous and/or original contract and the Renter and/or the owner of the credit card shall be precluded from making any claim in the matter of their signatures on the additional contract.
- m. This contract is a personal contract drawn up with the Renter and he is not permitted to transfer it and/or assign it and/or endorse it to another.
- n. The Renter declares that he and the authorized drivers are not an agent, employee, representative, and instrument or serve Cal Auto and they are not using the vehicle for purposes of the affairs and/or requirements of Cal Auto.
- o. Cal Auto's books shall be conclusive evidence including in the matter of the duration of the rental term, rental tariffs and vehicle data.
- p. The headings of the sections are designed solely for orientation and reference and no use shall be made of them for interpretation of the provisions of the contract or to understand the considerations of the parties.

q. A notice that shall be sent by registered post by one party to the other pursuant to the addresses of the parties noted in this contract shall be considered to have arrived at its destination within 72 hours from the time of its dispatch from the post office.

Notices that are sent by email or fax shall be considered to have arrived at their destination on their transmission (subject to presentation of supporting evidence of its sound transmission).

r. The only and sole jurisdiction for all matters relating to this contract or derived from it shall be the authorized court in Tel Aviv and no other court shall have jurisdiction in the matter.

s. This contract, including the appendices attached to it, constitutes the complete contract between the parties and it replaces any agreement and/or presentation, written or verbal, which preceded signature on this contract or which was executed simultaneously with it.

E&OE

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