

Dear customer,

With Avis, one of the world's leading car rental companies, you made an excellent choice!

This form allows you to quickly and easily open an agency or voucher account. Please fill in the fields directly on your computer or print the form and fill it in by hand (in block letters). Please then send the duly completed and signed form back to Avis.

In order to accelerate the process, you can also send us the completed form by fax to +48 (22) 572 65 00.

Our international reservations office is at your disposal on +48 (22) 572 65 65.

www.avis.pl | www.touristikpartner.avis.de

We wish you and your customers a safe journey!

Jupol-Car Sp. z o.o.
ul. Łopuszańska 12a

02-220 Warszawa

Agency details

IATA number/TIDS number/Avis agency number (if already existing)

Travel agency (max. 23 characters)

Street/number (max. 23 characters)

Post code, town

Phone

/

Fax

/

Founded in

(MM.YY)

Registration number

VAT identification number

Registered in

(town)

on

(date, DD/MM/YYYY)

Travel agency chain/cooperation

Accounting

(first and last name of the contact person)

Phone

/

Email*

*mandatory

Bank details for commission payments/direct debit

Account number

Bank code

Name of the bank

IBAN

BIC

We agree with the terms and conditions listed on the following pages of this form. Jupol-Car Sp. z o.o. and other Avis companies are authorised to store and transfer our personal data, insofar as they are necessary for the processing of business transactions. We herewith authorise Jupol-Car Sp. z o.o. to collect credit information from a bank or credit reference agency (if necessary for the creation of a voucher account).

X

Position of the signatory (director/ authorised representative)

X

Signatory (first and last name in block letters)

X

Company stamp and legally binding signature as per commercial register

We wish to

open a voucher account

issue Avis vouchers and herewith give our consent to the payment of car rental invoices by direct debit, which will remain valid until we modify or revoke it in writing.

(Direct debit authorisation is mandatory for a voucher account.)

order a microsite

open an agency account

be activated for TOMA

receive documents by email

We need

number

manual vouchers

Agency and branch number

General terms and conditions agency agreement for distribution partners

(e.g. travel agencies, tour operators, etc.)



Agent's activities

1. The distribution partner acts as an agent between its customers and Avis and transfers their car rental requests to Avis. The rental agreement is concluded at the time of rental car pick-up directly between the customer and the local Avis company or the local Avis licensee providing the rental vehicle (the rental supplier), based on the general rental terms and conditions of the rental supplier applicable at the time of rental.
2. The distribution partner generates car rentals by creating definite bookings via the Avis booking channels (e.g. website www.touristikpartner.avis.de, reservations office, TOMA, Amadeus, Worldspan, Sabre Galileo) and by either indicating the agency number, IATA number or TIDS number at the time of booking or issuing an Avis voucher showing the agency, IATA or TIDS number, according to the rules set out below.
8. Complaints and queries with respect to rental agreements and commission statements must be submitted within 60 days from the date the statement was issued. After expiration of this term, the statements are deemed to be approved. For copies of statements that are requested more than 60 days after the date of issue, Avis charges a handling fee of € 2,50 per copy.

Commissions

3. The distribution partner receives a commission for the generated rental agreements. The commission is calculated on the basis of the basic net rental price charged to the renter (i.e. time, mileage and insurances/liability reductions included in the respective Avis rate, exclusive of VAT). No commission shall be paid on: additional insurances/liability reductions, extras (e.g. winter tyres, ski racks, snow chains, roof racks, child seats, navigation systems, Wi-Fi, etc.), service fees or other additional fees (e.g. airport surcharges, handling charges, young driver fees, additional driver fees, even if they are included in the respective Avis rate) and refuelling charges. Furthermore, no commission shall be paid on corporate and PEP rates.
4. Commissions are calculated after termination of the rental and credited to the distribution partner's internal Avis account. Commissions can only be paid if the agency number, IATA number or TIDS number is mentioned in the respective booking or on the Avis voucher issued.
5. The distribution partner receives the following commissions:
Holiday Special Europe and USA/Canada: 15 %
Business Special program Europe: 15 %
Porsche and prestige rates: 10 %
Standard rates: 10 %
Promotional rates: up to 10 %
Internet specials: up to 10 %
Van rates: 10 %.

Avis is authorised to modify at any time the commission rates as well as the list of commissionable rentals. Continued bookings by the distribution partner after such modification shall be deemed as acceptance of the modification.

6. The travel agency shall not receive any commission if a booking has been cancelled or if no rental agreement has been established for any other reason, e.g. because the customer did not turn up (no show), was not able to identify him/herself or did not meet the Avis requirements (e.g. with respect to minimum age or driving license).

Settlement modalities

7. The commissions are paid on a monthly basis. The distribution partner receives detailed statements from Avis on the rentals generated by the distribution partner and the commissions earned on these rentals. In case of rentals abroad (non-euro countries), the final amount is converted into euros at the exchange rate applicable at the time of rental car pick-up. Commissions are paid by bank transfer during the calendar month following the month the rental has taken place.

Voucher issuance and redemption

9. Avis provides the distribution partner with the requested number of consecutively numbered Avis vouchers as well as with the possibility of issuing electronic vouchers. The distribution partner is not authorised to use any other vouchers than the above-mentioned. Avis has the right to reclaim at any time the vouchers provided to the distribution partner.
10. The vouchers are subject to the voucher terms and conditions according to appendix 1. The distribution partner is bound to advise its customers of the applicability of the voucher terms and conditions in an appropriate way. Avis is authorised to change the voucher terms and conditions at any time. Avis will inform the distribution partner immediately of any modification of the voucher terms and conditions and make the updated voucher terms and conditions available to the distribution partner. Invalid vouchers conditions may not be used any more.
11. Avis will accept valid vouchers as a method of payment at the nominal value stated on the voucher, which will be converted at the current exchange rate in case of foreign currencies, and in case of full credit vouchers up to a maximum amount of \$ 2,000.- or the equivalent in local currency. Regardless of the voucher value stated on the voucher, vouchers cannot be used for rentals of more than 30 days. The vouchers and the applied rates are not discountable. If the actual rental price exceeds the nominal or maximum value of the voucher, the customer must pay the difference directly to Avis. If the actual rental price is lower than the nominal value of the voucher, the distribution partner must reimburse the difference to the customer. Reimbursements may only be made after consultation with Avis. The distribution partner is liable to Avis for the payment of car rentals up to the nominal value stated on the voucher or, in case of full credit vouchers, up to the determined maximum value. Furthermore, the distribution partner is responsible for all damage resulting from unauthorised use of the vouchers provided to the distribution partner. In case of theft or loss of a voucher, the distribution partner is bound to inform Avis immediately.

Final provisions

12. The agreement is concluded for an indefinite period. It can be terminated in writing by either party at the end of each month with one month's notice. The right to extraordinary termination remains unaffected by this clause. In case of termination of the agreement, regardless of the legal grounds, the right to issue vouchers expires and all vouchers must immediately be returned to Avis.
13. No side agreements have been concluded. This agreement replaces any possible existing agreements between the parties.
14. Any modifications or amendments to this agreement must be made in writing. This also applies to the modification or cancellation of the requirement of the written form. Avis is authorised to modify or amend these general terms and conditions in case of important reasons justifying such modification.
15. The place of jurisdiction for all disputes arising out of or in connection with this agreement is the local competent court for Avis.

Voucher terms and conditions

1. The voucher is non transferable and cannot be converted into cash. The voucher can only be used by the person in whose name it has been issued and is only valid for the rental specified on the voucher (rental date, place, duration, etc.). The voucher cannot be used for any other rentals.
2. The rental services specified on the voucher shall be provided by AVIS within the scope of an AVIS rental agreement to be concluded at the time of rental car pick-up between AVIS (the rental supplier) and the person designated on the voucher (the renter). Notwithstanding the issuance of a voucher, AVIS reserves the right to refuse to rent a vehicle to persons who (a) have not reached the minimum age applicable in the country of rental, (b) are not in possession of a valid driving licence, (c) do not comply with the requirements with respect to credit card or cash payment, or (d) to whom the rental presents, in AVIS' opinion, an unreasonable risk.
3. The voucher serves to pay the car rental services used by the renter, in the amount stated on the voucher. If the actual rental price exceeds the amount stated on the voucher (e.g. due to additional services added by the renter or extension of the rental), the renter must pay the difference directly to the rental supplier.
4. The voucher serves as proof that the amount stated on the voucher has been paid to the issuer of the voucher. Neither "Avis rent a Car Inc.", its affiliated companies or licensees (hereinafter collectively referred to as "AVIS"), nor the issuer of the voucher assume any other, express or implied, statutory or other obligations or guarantees of any kind. The issuance of the voucher does not constitute a service commitment or a booking confirmation. Neither AVIS nor the issuer of the voucher shall be liable for indirect damages, loss, damage or delay resulting from the non-fulfilment of bookings, the non-acceptance of vouchers or any other reasons. Any possible reimbursement of a voucher can only be made by the issuer of the voucher.
5. AVIS is not liable towards the holder of the voucher for any loss or damage caused by the issuer's behaviour, if such behaviour exceeds the scope of authorisation of the issuer. The authorisation is limited to the acceptance and transmission of bookings and the amount stated on the voucher to AVIS. The issuer thus only acts as an independent contracting party and not as a representative or employee of AVIS.
6. AVIS and the issuer are not liable towards the buyer or customer in case of loss or theft of the voucher, even if the voucher is presented by a person other than the person whose name is stated on the voucher.
7. The acceptance of a voucher by the person whose name is stated on the voucher shall be deemed to constitute an acknowledgement of the present voucher terms and conditions.