MOBIRE POST LOSS EVENT VEHICLE RECOVERY PROCEDURE

Effective as of 1st of July 2026

1. GENERAL PROVISIONS

1.1. The Mobire post Loss Event Vehicle Recovery procedure (herinafter the „**Procedure**“) is integral part of the Lessee and Lessor Rental Contract. Issues not addressed in the given document will be resolved in accordance with the law of the jurisdiction applicable to the respective Rental Contract. Under the Procedure, the Lessor waives any claims against the Lessee arising from the Rental Contract in the event of a loss, to the extent and under the conditions set forth in the Rental Contract, including the Procedure, the General Terms, and the Special Terms.

1.2. The current Procedure’s object is the Vehicle in its state of completeness when given to the Lessee by the Lessor according to the Rental Contract.

1.3. A Loss Event (hereinafter the „**Loss Event**“) within the Procedure is an unexpected and unforeseen event (except for the Exclusions listed under the Procedure’s paragraph 3) during the Rental Contract validity period that causes damage to the Vehicle provided the event takes place relative to the Lessee and Users specified in the Rental Contract.

1.4. The current Procedure is valid until the end of the Rental Contract unless the Special Terms stipulate otherwise.

1.5. Excess is the part of the damage to the extent of which the Lessor does not waive its potential claim against the Lessee arising from the Rental Contract upon the occurrence of a Loss Event, in accordance with the Special Terms. Therefore, the excess is the part of the damages specified under the Special Terms that the Lessee pays in the case of each Loss Event. If Vehicle damage has occurred at different times and independently of each other, the Lessor has the right to apply the excess for each Loss Event.

1.6. Windshield and window repair and replacement costs are borne by the Lessor unless the Special Terms state otherwise. Sunroofs are not considered to be a part of windows.

1.7. The Vehicle’s post Loss Event repair or Recovery is permitted only in a location designated by the Lessor.

2. LOSS EVENTS

2.1. A Loss Event is an unexpected and unforeseen event (with the exception of the Exclusions listed under the Procedure’s paragraph 3) during the Rental Contract validity period that causes damage to the Vehicle provided the event takes place relative to the Lessee and Users specified in the Rental Contract. Vehicle damages that occurred at different times are considered as separate Loss Events.

2.2. Loss Events are:

2.2.1. accidents;

2.2.2. vandalism;

2.2.3. natural disasters;

2.2.4. theft, stealing, robbery or unauthorised use of Vehicle or its parts;

2.2.5. damage to windshields or windows caused by Vehicle external influences which require repair or replacement to ensure that the Vehicle is eligible to pass the roadworthiness test

2.2.6. loss, destruction, theft, or robbery of the Vehicle ignition key.

3. EXCLUSIONS

3.1. Loss Events do not include:

3.1.1. Vehicle's or its parts' normal wear and tear or poor baggage maintenance or equipment damage caused by construction or material defects or damage caused by operating the Vehicle's equipment under overloaded conditions;

3.1.2. Damage which has occurred outside the Territory marked in the Rental Contract;

3.1.3. Damage in cases where the Lessee's activity or inactivity causes the Vehicle's technical condition not to correspond to the given Procedure, Rental Contract and/or legal requirements;

3.1.4. Vehicle technical maintenance or warranty repair costs, worn or defectual parts repair or replacement costs, washing and cleaning costs independent from the Loss Event;

3.1.5. Damage caused by Vehicle modifications or resulting from technical failure if the failure is attributable to the Vehicle or its parts modifications (incl. tuning);

3.1.6. Damage which is caused by freezing, icing, overheating, corrosion, rusting, mildew or other similar processes;

3.1.7. Damage which is caused by foreign materials in the engine except for the materials reaching the engine through a traffic accident or natural disaster;

3.1.8. Damage to the Vehicle which has resulted from poor or incorrect maintenance, repair and/or handling;

3.1.9. Damage which has resulted from inferior quality or wrong fuel entering the Vehicle's fuelling system or damage which has resulted from insufficient or poor-quality oil, cooling, brake and/or clutch fluid;

3.1.10. Damage resulting from tyre damage (except in the case of vandalism) if no other compensatable damages to the Vehicle were involved;

3.1.11. Damage caused to the Vehicle by the Vehicle being removed from the Lessee's possession through fraud, embezzlement or extortion as specified in the penal code;

3.1.12. Fuel costs which have flown out of the Vehicle as a result of the Loss Event or have been caused through fuel theft;

3.1.13. Vinyl films which are imprinted with messages or objects such as logos or advertising which have been damaged in a Loss Event (unless the films have been placed by the Lessor);

3.1.14. Damage caused to the Vehicle through racing or race training;

3.1.15. Damage caused to the Vehicle while in use on roads not intended for traffic (off-road, shoreline, in water, bogs, etc.) or on unofficial ice-roads;

3.1.16. Damage caused to the Vehicle during towing, relocation, loading or unloading, or transportation on a car trailer, trailer, tow truck or other means of transport, as well as damage for which the carrier, towing service provider or any other third party involved in such activities is liable;

3.1.17. Damage caused by additional equipment placed on the Vehicle by the Lessee without the Lessor's prior approval being damaged or destroyed (the maximum cost for restoring approved additional equipment is EUR 1 000);

3.1.18. Damage which has been caused by objects left in the Vehicle's passenger compartment being damaged or destroyed;

3.1.19. Damage caused to the Vehicle's passenger compartment through pets or third parties being in the Vehicle's passenger compartment;

3.1.20. Damage caused by shifting of unsecured or poorly secured baggage or loads;

3.1.21. Damage caused by war, civil war, terrorism, riot, mass disorder, unrest, revolution, coup, strike, epidemic, confiscation, arrest and/or work stoppage;

3.1.22. The current Procedure does not provide compensation for or repair of property, baggage, cash or valuables in the Vehicle's passenger compartment.

3.2. Releasing the Lessor from the Vehicle restoring obligation. The Lessor has the right to partly or entirely refuse the Recovery of the Vehicle at the Lessor's expense if:

3.2.1. The Lessee and/or User was under the influence of alcohol, drugs or psychotropic substances at the time of the traffic accident;

3.2.2. The Lessee and/or User refused an alcohol test immediately after the Loss Event or used the substances mentioned in the previous paragraph after damage was caused;

3.2.3. The person driving the Vehicle at the time of the Loss Event did not have a valid driving license for the given Vehicle category;

3.2.4. The Lessee and/or User used the Vehicle for assisting in creating or attempting to cause or hiding a crime;

3.2.5. The Lessee and/or User have violated at least one obligation mentioned in the Rental Contract and there is a direct relationship between the Loss Event and/or damage cost and the violation;

3.2.6. The Loss Event has occurred through the Lessee's or equivalently treated person's gross negligence or intent.

4. LESSEE'S OBLIGATIONS

4.1. The Lessee and/or User is obligated to:

4.1.1. Inform the Lessor at the time of signing the Rental Contract of all known circumstances which by nature may influence the Lessor's decision to sign the given agreement. The informing obligation still exists even if the Lessee assumes the Lessor already may know the circumstances;

4.1.2. Care and use the Vehicle carefully and safely, doing everything possible to ensure the safety of people and property, to avoid accidents and illness as well as restricting the occurrence of Loss Events concerning people and property and minimising possible damages;

4.1.3. Lock the Vehicle, close the windows and hatches (in case of cabriolet Vehicles closing the roof as well) when leaving the Vehicle;

4.1.4. Keep the car keys and documentation such that (an) unauthorised person(s) do(es) not have access to them. Vehicle keys, anti-theft electronic remote controls and Vehicle documents must not be stored in the Vehicle;

4.1.5. Fulfil additional Lessor instructions concerning reducing the risks of a Loss Event taking place;

4.1.6. While driving not to exceed speed limits as established by legislation and traffic regulating means.

4.2. During the Rental Contract and loss adjustment period the Lessor has the right to check the Vehicle's condition, adherence to safety regulations, risk enlargement and other circumstances pertinent to the Vehicle and to make mandatory precepts to the Lessee for their liquidation.

4.3. At the time of the Loss Event the Lessee and/or User are obligated to ensure that:

4.3.1. The Loss Event and important information (incl. witness contacts) pertinent to the event is documented. The Lessor's service centre is informed of the Loss Event by calling in Estonia: (+372) 6388 000, 24 h service in Latvia: (+371) 2544 0055, 24 h service in Lithuania: (+370) 6067 0222 at the first possible moment but no later than within 24 hours of the Loss Event occurrence;

4.3.2. The Users take all measures to prevent further damage to already damaged person's and their property, the Vehicle and its accessories as well as for preventing possible further damages;

4.3.3. The User behaves according to legislative procedures and depending on the event's nature immediately informs the police, rescue authority or other institutions whose competence is to perform rescue duties or investigate the incident's circumstances;

4.3.4. The Vehicle remains in its state as it was when the Loss Event occurred until inspected by the Lessor or maintenance company designated by the Lessor;

4.3.5. The Lessor is asked for instructions for minimising damage, Vehicle storing and preservation in the state it was in after the Loss Event and the received instructions are followed in their strictest meaning;

4.3.6. Window damage is immediately reported to the Lessor's service centre by calling in Estonia: (+372) 6388 000, 24 h service in Latvia: (+371) 2544 0055, 24 h service in Lithuania: (+370) 6067 0222 or by e-mail.

4.4. If the Lessor does not restore the Vehicle according to the Exclusions listed in paragraph 3, the Lessee has the obligation to restore the Vehicle by agreement with the Lessor at the Lessee's expense or compensating the Lessor for reasonable expenses made for restoring the Vehicle.

5. LESSOR'S RIGHTS AND OBLIGATIONS

5.1. The Lessor is obligated:

5.1.1. Prior to signing the Rental Contract to inform the Lessee of the General and Special Terms and of documents that form their appendices;

5.1.2. After being informed by the Lessee to handle Loss Events without delay and to establish the Vehicle repair cost amount;

5.1.3. To make a decision without delay concerning the Vehicle Recovery approval or disapproval. The maximum period for reaching a decision is ten (10) workdays after the Lessee has provided all the required documents, the damage value is established and circumstances causing the damage have been verified; in case of Vehicle stealing, theft or robbery a decision must be made soonest possible but no later than two (2) months after the day the Lessor was informed of the event. In case criminal proceedings are initiated, the Lessor has the right to postpone making a decision until the suspect has received a sentence, the criminal case is closed or suspended.

5.1.4. The Lessor is obligated to inform the Lessee in writing about the denial to restore the Vehicle immediately after making the decision but no later than five (5) workdays from making the decision showing the reasons and basis for the denial.

6. VEHICLE RECOVERY PROCEDURE

6.1. After the Loss Event the Lessor restores the Vehicle or its parts.

6.2. The Vehicle is restored if the Recovery is financially and technically justifiable.

6.3. The Lessor establishes the Vehicle Recovery location as well as organises and orders the Vehicle's Recovery.

6.4. The Vehicle is not restored if the Recovery is not financially sensible or technically justifiable. The feasibility and/or technical justification for the Recovery of the Vehicle is determined unilaterally by the Lessor and does not depend on the market price of the Vehicle.

6.5. The Vehicle is restored using parts that match the Vehicle age and technical condition.

6.6. If the Loss Event has occurred outside the Lessor's Service Area (Estonia, Latvia, Lithuania) then the Lessee is obligated to transfer the damaged Vehicle to the Lessor country of origin. The costs of transporting the Vehicle or its remains to the Service Area are not compensated by the Lessor.