

## UP-04/5 GENERAL TERMS OF LEASE

These General Terms of Lease, including annexes, form an integral part of the Rental Agreement, and are applied to it in its entirety, unless the derogation of some provision of the General Terms of Lease is provided by the special provisions of the Rental Agreement, in which case such special provisions from the Rental Agreement shall prevail.

### 1. GENERAL TERMS

**1.1 Lessor** - company Viator d.o.o., as the owner of the brand Last minute rent a car, based in Split (Republic of Croatia), at the address Kralja Držišlava 6, Croatia, VAT: 64731717121.

**1.2 Lessee** - a natural or legal person who or on whose behalf the vehicle is rented, signs the Rental Agreement along with the Vehicle Condition Report on the basis of which he leases the vehicle and is responsible for compliance with all provisions of the General Terms of Lease as well as the conditions of the Rental Agreement.

**1.3 Driver** - a natural person listed in the Rental Agreement as "Driver", signs the Rental Agreement and the Vehicle Condition Report on the basis of which he rents the vehicle and is responsible for compliance with all provisions of the General Terms of Lease and the conditions of the Rental Agreement. The Driver who takes over the vehicle on behalf of the Lessee as a legal person and signs the Rental Agreement guarantees that he has the authority and is jointly and severally liable with that legal person for compliance with all provisions of the General Terms of Lease as well as the fulfillment of obligations under the Rental Agreement. One or more drivers may be listed on the Rental Agreement (Driver 1, Driver 2, Driver 3, Driver 4...).

**1.4 User** - the Lessee and the Drivers from the item 1.3 of these General Terms of Lease are hereinafter referred to as "User". All Users are jointly and severally liable for the performance and compliance with all provisions of the General Terms of Lease and the conditions of the Rental Agreement.

**1.5 Rental Agreement** – a contract signed prior to taking over the vehicle, defining the make, model and registration number of the vehicle, date of the collection and the return of the vehicle, rental price, payment method, additional equipment and services, insurance included in the price, treatment in case of damage and immobility of the vehicle and other rights and obligations which both contracting parties fully accept by concluding the Rental Agreement.

**1.6 Vehicle Condition Report** ("Check out / in report") – an internal act of the Lessor that contains all relevant information about the vehicle before and after the rental period, especially the state of mileage and equipment, fuel amount, damage and any defects on the rented vehicle. The Vehicle Condition Report is considered an integral part of each Rental Agreement and the Driver is obliged to sign it before and after the end of the duration of the Rental Agreement.

**1.7 Price List for Damage Charges** – an internal act of the Lessor containing the damage charges and fees for all vehicle make and models, which the Lessor in accordance with the Rental Agreement charges the User in case of scratches, dents and vehicle parts that need to be repaired / replaced, hereinafter "Price List".

**1.8 Rental, Additional Insurance, Fees and Equipment Price List** – an internal act of the Lessor which defines the rental prices of all vehicle models, additional insurance that the User may additionally contract when signing the Rental Agreement and equipment that is additionally rented as well as other fees charged by the Lessor to the User based on the General Terms of Lease and the Rental Agreement, hereinafter referred to as the "Price List".

**1.9 Lessee's Statement of Damage to the Vehicle** – internal form of the Lessor which the Driver is obliged to fill in and sign if during the lease there was a traffic accident or some other event, which resulted in any visible or invisible damage to the vehicle.

**1.10 Statement of Consent** – a statement signed by the User giving consent to the Lessor to collect and process his personal data in accordance with the General Data Protection Regulation for the purpose of fulfilling the obligations from the Rental Agreement.

**1.11 Unauthorized user** any person who is not listed in the Rental Agreement as the Lessee / Driver, as well as a person who does not meet the prescribed conditions for driving the rented class and category of vehicle or whose driver's license has been revoked.

**1.12 Vehicle** – a vehicle precisely described in the Rental Agreement (make, model, registration number).

**1.13** The driver can be:

- a person aged 21 or over with a valid driver's license for at least 2 years. Exceptionally, for vehicle categories (FVMR, FFMR, XTAR, PDAR, PVAR, PFAR, LDAR, LVAR, XDAR, XFAR, FKMR) the minimum requirements are: 25 years of age with 5 years of driving experience

- persons who have a valid credit card accepted by the Lessor and by which the User guarantees for obligations that may arise from the lease and in connection with the lease of the vehicle in accordance with the General Terms of Lease and the Rental Agreement.

When renting a vehicle, the User is obliged to present to the Lessor the originals of valid documents (identity card / passport and driver's license) as a precondition for renting a vehicle.

## **2. VEHICLE COLLECTION AND RETURN**

2.1 After concluding the Rental Agreement, the Lessor undertakes to deliver the vehicle to the User, who meets the rental conditions from item 1.13, in a technically correct and fully functioning condition and with all the necessary documentation, accessories and mandatory equipment.

2.2 By signing the Rental Agreement and the Vehicle Condition Report, the User confirms that he has taken over the vehicle in good condition, with the associated equipment and the necessary documentation, and that he accepts the price and all other rental conditions.

2.3 When taking over the vehicle, the User is obliged to check the condition of the vehicle and equipment in the usual way and report defects to the Lessor, if any, and the Lessor is obliged to record them in the Vehicle Condition Report.

2.4 When returning the vehicle from the lease, the Lessor is obliged to inspect the vehicle and equipment with the User and record visible damages and defects on the vehicle, if any.

2.5 The User is obliged to return the vehicle to the agreed place and within the period specified in the Rental Agreement, in the condition in which he collected it, with the relevant documents and all equipment he borrowed at the beginning of the lease and the amount of fuel that must be the at least at the same level as at the time of the vehicle's collection.

2.6 The loss of documents, keys, license plates or equipment is not covered by any standard or additional insurance and the User is responsible for the resulting damage, which will be charged in accordance with the Lessor's Price List.

2.7 Collection and return of the vehicle is possible during working hours in the Lessor's branches, and collection and return outside working hours is charged according to the Lessor's Price List. Delivery and collection of vehicles outside the Lessor's branches is possible with the prior consent of the Lessor and with additional payment depending on the distance from the branch.

2.8 If the User returns the vehicle outside the working hours of the Lessor's branch, he is responsible for the vehicle until the moment when it is inspected by the Lessor's employees. In that case, the User is also responsible for any damage to the vehicle, parking / traffic violations and similar penalties, until the moment when the vehicle is inspected by the Lessor's employees.

## **3. VEHICLE USE AND USER OBLIGATIONS**

3.1 The User undertakes:

- a) to return the vehicle to the place and within the period determined by the Rental Agreement in the same condition, with all the equipment and with at least the same amount of fuel
- b) personally request an extension of the agreed rental period from the Lessor at least 24 hours before the expiration of the rental period, otherwise it will be considered that the User has illegally appropriated the vehicle
- c) not use the vehicle for driver training, transport or towing of other vehicles or trailers, paid passenger transport, races, endurance tests, speed tests and for illegal purposes (e.g., for committing criminal offenses and other illegal acts and offenses)
- d) to use the vehicle, for his own needs and in accordance with the purpose of the vehicle and that the vehicle will not be given to unauthorized users and third parties
- e) to use the vehicle correctly and apply all reasonable care, i.e., the attention of a conscientious businessman when using, driving and parking the vehicle
- f) not to smoke in the vehicle
- g) always lock the vehicle after leaving, close the windows and take the keys and documentation of the vehicle and always have them under personal control
- h) to drive only on public roads, respecting all traffic regulations
- i) to take care of the regular technical correctness of the vehicle, i.e., regularly check and maintain the prescribed level of all fluids in the vehicle, especially coolant, oil, AdBlue additive, tire pressure and use only the type of fuel specified for the rented vehicle
- j) not to make any modifications to the vehicle
- k) to bear all costs regarding fuel, tolls, parking, misdemeanor and other similar fees

- l) not to transport or allow the transport of more passengers or goods in the vehicle than the maximum allowed according to the traffic permit of the rented vehicle
- m) not to leave with the vehicle outside the borders of the Republic of Croatia, unless previously agreed with the Lessor when booking or taking over the vehicle, for which the Lessor will charge a fee in accordance with the Price List
- n) not to assume any obligations on behalf of the Lessor regarding the vehicle and its use
- o) not to sublet the rented vehicle or lend the vehicle to other persons
- p) not to use the vehicle under the influence of alcohol, sedatives, sleeping pills, barbiturates, narcotics, hallucinogens and other drugs
- q) to comply with the speed limits and other traffic rules laid down by the law of the country in which the vehicle is driven
- r) not to change the data on the speedometer or odometer
- s) to stop driving and immediately inform the Lessor if the vehicle signals a warning or an error on the instrument panel or if the User considers that the vehicle requires mechanical inspection or repair
- t) to ensure that all drivers authorized to use the vehicle during the rental period are fully acquainted with all the provisions of the General Terms of Lease and with the conditions of the Rental Agreement
- u) to make the vehicle available to the Lessor in the territory of the Republic of Croatia, if the vehicle needs or urgently needs some service action, change of tires, etc.
- v) to ensure that the vehicle is located in the territory of the Republic of Croatia and make it available to the Lessor for the purpose of performing a technical / preventive inspection and renewal of registration.

3.2 If the User violates any of the provisions of the item 3.1 of the General Terms of Lease, he undertakes to compensate the Lessor for any damage that would occur to him as a result, and the amount of which will be determined by the Lessor.

3.3 According to the Rental Agreement, the User does not acquire the right of ownership over the vehicle, but the exclusive right of use in accordance with the provisions of the Rental Agreement and the General Terms of Lease.

3.4 The User is responsible for the rented vehicle for the entire duration of the Rental Agreement, regardless of whether the vehicle is in motion or parked.

3.5 In the event that the Lessor compensates any damage caused in connection with the possession, use or condition of the vehicle to third parties, or pays any amount for the same reason, the User acknowledges the Lessor's right of recourse and undertakes to reimburse any amount paid, including interest and costs.

3.6 If the Lessee is a legal person, he may exceptionally, with the prior written consent of the Lessor, give the rented vehicle for use to its employees, who meet all the conditions of item 1.13 of these General Terms of Lease and in that case is obliged to acquaint them with these General Terms of Lease along with the Rental Agreement. By signing the Rental Agreement, the User expressly confirms that he is fully responsible for the actions of these persons in relation to the vehicle and is obliged to compensate the Lessor for all damages and pay all costs and other fees caused by these persons in connection with the use of vehicles. This in no way relieves the User of responsibility for compliance with all provisions of the General Terms of Lease and the Rental Agreement.

#### **4. RENTAL EXTENSION**

4.1 In the event that the User wishes to extend the agreed rental period, he is obliged to notify the Lessor at least 24 hours before the expiration of the Rental Agreement and obtain his written consent. In that case, the User must come to the nearest branch of the Lessor, sign and take over the Rental Agreement with the newly agreed date of return of the vehicle and leave an additional guarantee if necessary.

4.2 In case of non-compliance with the item 4.1, it will be considered that the User has misappropriated the vehicle and the Lessor reserves the right to use all legal measures to confiscate the vehicle in question from the User.

4.3 If the User returns the vehicle after the date specified in the Rental Agreement, the Lessor will perform a new calculation of the rental price of the vehicle in accordance with the Price List.

#### **5. RENTAL PAYMENT**

5.1 When concluding the Rental Agreement, the User must have a valid credit card as a payment guarantee.

5.2 The User agrees with the debit of the pre-authorization amount on the credit card. The amount depends on the category of the rented vehicle. The release of the pre-authorized amount from the card depends on the bank that issued the card.

5.3 The credit card holder must be present when collecting the rented vehicle and his details must be stated in the Rental Agreement as the Lessee or Driver. It is not possible to use a credit card as a payment guarantee without the presence of the credit card holder.

5.4 The User is obliged to pay the basic rental price and all additional services he contracted (e.g., child seat, GPS, after hour fee, etc.), as well as all additional fees, services and costs specified in the Rental Agreement.

5.5 The means of payment can be: credit card, electronic / debit card, banknotes or transaction payment (only with the prior consent of the Lessor).

5.6 If the User settles his costs for renting a vehicle with a credit card, by signing the Rental Agreement he authorizes the Lessor to charge the rental costs directly to the credit card holder without a signed slip form.

5.7 By signing the Rental Agreement, the User authorizes the Lessor to charge the credit card holder the cost of damage to the vehicle up to the amount of damage excess or the full amount of damage if he did not comply with the General Terms of Lease in accordance with the agreed insurance package.

5.8 The User agrees to have his credit charged or to issue some other method of payment to the Lessor for all repairs, breakdown or any other costs discovered after the vehicle is returned of which the User did not inform the Lessor when returning the vehicle.

5.9 If the User settles his obligations for renting a vehicle on the basis of the submitted offer of the Lessor, he is obliged to pay the indicated amount within the deadline and under the conditions specified in the offer.

5.10 The User undertakes to settle the invoice at the latest at the time of returning the vehicle according to the details specified in the Rental Agreement. The amount is paid in accordance with the active Price List at the time of signing the Rental Agreement. In case of late payment, legal default interest and reminder costs are charged. In the event that the vehicle is returned to a location other than the one where the vehicle was collected, the final calculation of the rental price is made in the Lessor's branch where the vehicle was returned.

5.11 By signing the Rental Agreement, the User accepts that the following are responsible for the payment of all items of the Rental Agreement:

- Lessee

- Drivers: in case the Lessee refuses to pay in full or in part the obligation under the Vehicle Rental Agreement.

5.12 All items of the Rental Agreement will be calculated in Croatian Kuna (HRK). In case of currency conversion, the middle exchange rate of the Croatian National Bank (HNB) will be used, unless otherwise agreed.

## **6. SPECIAL OBLIGATIONS OF USERS IN CASE OF DAMAGE, MALEFUNCTION, TRAFFIC ACCIDENT, THEFT AND LOSS OF DOCUMENTATION**

6.1 The User undertakes to protect the interests of the Lessor and his insurance company in the event of an accident by:

a) collecting personal data of the participants in the accident (name, surname, VAT number/OIB, address, identity card number, driver's license number, user of the vehicle, vehicle's insurance company information, vehicle insurance policy number, contact phone, etc.)

b) securing or removing the vehicle before leaving it

c) informing the nearest police station and the Lessor about the damage (even in case of minor damage) and by obtaining a police record

d) immediately calling and waiting for the arrival of police officers to conduct an official inspection and inform the Lessor, in case of damage or if there are injured persons in the accident, as well as in all cases of obvious guilt of other persons.

e) enclosing all police reports on the accident or damage, as well as the results of the breathalyzer test, when returning the vehicle

f) filling out the Lessee's Statement of Damage to the Vehicle and enclose copies of the driver's license (on both sides), upon returning the vehicle

g) immediately calling the police in order to fill out the police report and perform an alcohol test for potentially large (hidden) damage to the vehicle caused by collision, impact, etc. and the consequent immobility of the vehicle.

6.2 In the event of an accident, if the User fails to act in accordance with the provisions of the item 6.1, the User accepts liability for all consequences and damages that would occur to the Lessor and will be charged for the full amount of damages.

6.3 If the vehicle involved in the accident is damaged, malfunctioning or requires repair or rescue and if it is no longer fully functioning, regardless of the cause, the User must about it immediately notify the Lessor. Furthermore, the User must fill out the Lessee's Statement of Damage to the Vehicle and ensure that no further deterioration or even greater damage is caused to the vehicle.

6.4 The User is not allowed to organise or undertake any repairs without the written consent of the Lessor, except to the extent necessary to prevent further damage to the vehicle or other property.

6.5 In the event of a traffic accident or vehicle theft / disappearance, the User is obligated to call the police immediately and request a police report of the event and by notifying the Lessor without delay.

6.6 The cost and charge of the re-creation of the lost supporting documentation for the vehicle is charged to the User in accordance with the Lessor's Price List.

## **7. VEHICLE MAINTENANCE**

7.1 The User undertakes to maintain the vehicle in good condition, regularly check the engine, the level of fluids in the vehicle, especially oils, coolants, AdBlue additives and tire pressure. If the User fails to do so, he is responsible to the Lessor for any damage that occurs as a result.

7.2 In the event that the rented vehicle needs to perform the regular technical inspection during the rental period (according to the vehicle's mileage or the vehicle signals it in any other way), the User must notify the Lessor and make the vehicle available to him on the territory of the Republic of Croatia in order to be able to perform the regular technical inspection. In this case, the Lessor shall make a replacement vehicle available to the User, if so agreed.

7.3 By signing the Rental Agreement, the User confirms that he has collected the vehicle in a technically correct and fully functioning condition with all the necessary equipment and is obliged to report to the Lessor as soon as possible any circumstance that affects the vehicle's functioning such as worn tires, damaged body part (e.g., mirror), burnt out bulb, or anything else that significantly affects driving safety. If the User fails to do so, he is responsible to the Lessor for all damage that occurs as a result.

7.4 The User is obliged to immediately notify the Lessor of any warnings the vehicle signals, such as an imminent technical inspection service warning, high engine temperature, scraping sound of brake pads, traces of oil dripping under the vehicle, etc. If the User fails to do so, he is responsible to the Lessor for any damage that occurs as a result.

7.5 The Lessor will reimburse the User for the necessary costs for oil, lubricants, regular technical inspection costs, and minor repairs incurred during the lease, if the costs were incurred with prior notice and with a written approval of the Lessor, except for washing the rented vehicle. The reimbursement is done on the basis of an invoice after the payment had been carried out. The invoiced party is the Lessor (with complete and accurate information) and will as such be accepted by the Lessor. If it is determined that the User has unreasonably or unnecessarily replaced a part or a device on the vehicle, the Lessor will not pay the User the value of that part, assembly or device. To reimburse the above costs, the User must obtain the consent of the authorized person of the Lessor, otherwise the reimbursement will not be approved.

## **8. INSURANCE / COVERAGE / DAMAGES**

8.1 All vehicles are insured against liability for damage caused to a third party.

### **8.2 Liability in damages / Damage excess (franchise)**

The User's liability (except for liability for the loss of additional equipment and vehicle parts) may be limited to the amount of damage excess (franchise), by paying a predefined fee according to the Lessor's Price List, which must be stated in the Rental Agreement, but only under the condition that the User did not cause damage through the violation of the provisions of these General Terms of Lease, the Rental Agreement and legal regulations, or through intentional or improper use of the vehicle.

8.3 When returning the vehicle, the Lessor's employee will inspect the vehicle, determine any damage, compare them with the Vehicle Condition Report from the moment of the vehicle's collection and charge the User the amount of damage in accordance with the valid Price List of the Lessor.

8.4 If the vehicle has such damage that it is not possible to immediately assess the amount of damage, an official estimate of the amount of required vehicle repairs will be requested and it will be the basis for any action towards the User.

### **8.5 CDW (Collision Damage Waiver) – risk fee with damage excess**

By paying this fee, the User's liability for damage to the vehicle is limited to the amount of the damage excess if the User complies with all the provisions of these General Terms of Lease.

If the User has CDW coverage, he is liable for damages up to the amount of the damage excess, in accordance with the Lessor's Price List for the agreed class / group of vehicles. The CDW does not cover the risks such as: destruction / damage of car tires, rim or rim cover, destruction / damage of the vehicle's undercarriage, interior of the vehicle, all vehicle windows and all damages for which the User did not present a police report to the Lessor.

**8.6 TP (Theft Protection)** – fee for the risk of a vehicle theft with the damage excess

By paying this fee, the User's liability for damage due to vehicle theft is limited to the amount of the franchise / damage excess in accordance with the Lessor's Price List, if the User complies with all provisions of these General Terms of Lease.

**8.7 CDR (Collision Damage Reduction)** – damage excess can be partially reduced by paying a supplement for partial reduction of the franchise according to the valid Price List, in which case the User pays a reduced amount of franchise according to the Price List, if the User complies with all provisions of these General Terms.

Payment of CDR coverage does not cover the risks: destruction / damage of tires, rim or rim cover, destruction / damage of vehicle undercarriage, vehicle interior (unless the interior is damaged in an accident), all vehicle windows and all damage incurred without a presented police report to the Lessor. CDR coverage does not exclude the obligation to contact the police and the Lessor in case of vehicle damage and to obtain a police record.

**8.8 SCDW (Super Collision Damage Waiver)** – damage excess (franchise) from the items 8.5 and 8.7 can be reduced by paying a franchise reduction fee according to the valid Lessor Price List (SCDW), in which case the User does not pay the amount of the franchise if he complies with all the provisions of these General Terms of Lease.

Payment of SCDW coverage does not cover the risks: destruction / damage of tires, rim or rim cover, destruction / damage of the vehicle's undercarriage, vehicle interior (unless the interior is damaged in an accident), all vehicle windows and all damage incurred without presenting a police record to the Lessor. SCDW coverage does not exclude the obligation to contact the police and the Lessor in the event of damage to the vehicle and to obtain a police record.

**8.9 WUG (Wheels, Undercarriage & Glass Insurance)** – by paying this fee, the cover for destruction / damage of tires, rim or rim cover, destruction / damage of the vehicle undercarriage and vehicle windows is contracted.

WUG coverage does not exclude the obligation to contact the police and the Lessor in the event of damage to the vehicle and to obtain a police record.

**8.10 PAI (Personal Accident Insurance)** – by paying a daily fee for passenger insurance, the driver and passengers in the rented vehicle are insured against accidents where the outcome is death, disability or injury treatment costs under the conditions and up to the amounts prescribed by the insurance company with which the Lessor has an insurance policy in case of accidents.

**8.10.1 SECTION I**

Insurance of drivers and other passengers from the consequences of a traffic accident while driving and operating motor vehicles owned or leased by the insurance contractor (company VIATOR d.o.o)

- in case of death of the driver and passenger as a result of an accident: HRK 50,000.00

- in case of permanent disability as a result of an accident: up to HRK 100,000.00

**8.10.2 SECTION II**

- insurance of drivers and passengers in the event of a traffic accident caused by the driver and through driver's fault when using a road vehicle: extended Vehicle insurance plus coverage with the insurance sum of up to HRK 50,000.00 per person and per insured case.

**8.11** In order to exercise the right to limit liability or reduction of the damage excess, the User must prove that the vehicle was used properly in compliance with these General Terms of Lease, the Rental Agreement and all legal regulations, as well as third party liability for damage by presenting reliable documentation (police record, European report, etc.) no later than when returning the vehicle / end of the lease, or when calculating the price, fees and damage charges from the Lessor. Otherwise, they will not be able to use the limitation of liability or reduction of damage excess.

**8.12 Loss of right to limitation of liability and loss of right from insurance**

All damages, which are caused on the vehicle intentionally and by gross negligence of the User, are not included in any type of insurance / coverage and as such will be charged to the User in full.

**8.13** Payment / inclusion of CDW, TP, CDR, WUG, SCDW, BASIC PROTECT, SMART PROTECT or PREMIUM PROTECT insurance package does not reduce the User's liability under following conditions:

a) the User drove under the influence of alcohol, drugs or narcotics

b) the User drove the vehicle when it is unsafe or unsuitable for driving, and such a condition occurred during the rental period, which caused or contributed to the damage of the vehicle and the User was aware or had to be aware of the insecurity or unsuitability of the vehicle

c) mechanical failure, damage to the engine or drive mechanism of the vehicle and / or electrical or electronic failure as a result of improper use of the vehicle. This exemption also applies to damage to the engine or transmission system caused directly by any mechanical failure or breakage

d) damage to the vehicle due to lack of engine oil, pouring of incorrect oil or fuel, lack of transmission or differential oil, coolants, AdBlue additives, as well as damage to the clutch or transmission

- e) vehicle used for racing, driver training, endurance, speed and reliability tests, rally races or competitions, or for testing and preparation for any of the above
- f) failure to lock the vehicle, close the windows and take the keys and documentation of the vehicle and always have them under personal control, i.e., the User is unable to present the keys and documents of the vehicle when returning the rented vehicle
- g) use of the vehicle contrary to its purpose
- h) use of the vehicle on unclassified roads
- i) the vehicle was driven by an unauthorized User, i.e., any damage caused by an unauthorized User
- j) the vehicle was driven by a driver without a driver's license or a driver whose driving license has been revoked or who is prohibited from driving motor vehicles
- k) violation of cross-border or territorial restrictions, i.e., if the User drove a vehicle outside the borders of the Republic of Croatia, without first notifying the Lessor when booking or collecting the vehicle and thus obtaining an explicit permit
- l) vehicle damaged due to violation of traffic regulations, restrictions or prohibitions, intentionally or due to gross negligence of the User or persons under his control and persons for whom he is responsible
- m) the vehicle is overloaded with weight exceeding the manufacturer's specifications stated in the traffic license or there were more persons in the vehicle than allowed
- n) loading and unloading into the vehicle performed at the moment when the vehicle is on the road
- o) failure to stop the vehicle or stay at the scene after the accident occurred and obtain a police record about the event
- p) the tire is flat or damaged or the tires are damaged due to the use of brakes
- q) damage to the vehicle and / or engine of the vehicle due to a collision at an inappropriate speed with a large amount of water on the road
- r) damage caused by cargo transported in or on the vehicle
- s) damage caused by draining the battery due to the fault of the User
- t) damage caused to the interior of the vehicle (unless if the latter is a consequence of an accident)
- u) the vehicle was returned in an extremely untidy condition and an extraordinary washing of the vehicle is required
- v) damage caused to the vehicle after the end of the agreed rental period or after the expiration of the approved extension of the rental period
- w) usage of the vehicle for the purpose of committing criminal offenses and for other illegal purposes.

8.14 Payment / inclusion of CDW, TP, CDR, WUG, SCDW and PAI coverage does not cover the liability of the User in other circumstances dictated by legal regulations and insurance rules, which regulate the loss of insurance rights. Also, these coverages do not cover damages caused by war operations or riots, nor damages due to loss / damage to obligatory or additional vehicle equipment, keys or documentation.

8.15 If the User, in addition to the Lessor, contracts with another legal or natural person some other insurance / coverage, such insurance / coverage is not binding for the Lessor.

8.16 The User's liability for the loss of parts, accessories, keys and documents of the vehicle, unless the same is the result of an accident, is not covered by CDW, TP, WUG, CDR and SCDW insurance.

8.17 The User is responsible for his personal belongings left in the vehicle and has no right to claim from the Lessor compensation for possible disappearance or loss of these items from the vehicle.

8.18. Damage Handling Fee (DHF) – a fee charged to the User for handling the damage to the vehicle incurred during the duration and in connection with the rental Agreement, in accordance with the applicable Lessor price List and the conditions applicable to the subject Rental Agreement. The fee is charged regardless of the payment of the damage itself or participation in the damages (damage excess).

8.19 **BASIC PROTECT** is a package that includes insurance: CDW and TP.

**SMART PROTECT** is a package that includes insurance: CDW, TP, CDR and WUG.

**PREMIUM PROTECT** is a package that includes insurance: CDW, TP, SCDW, WUG, PAI and DHF.

## 9. ADDITIONAL FEES AND SERVICES

9.1 **RA – Road Assistance** – technical road assistance fee

RA – Roads assistance means the organization of roadside assistance by the Lessor in case of immobility of the vehicle during the duration of the Vehicle Rental Agreement.

9.1.1 If the User pays RA when signing the Vehicle Rental Agreement, the Lessor's has the obligation to:

- a) provide all necessary assistance after the User has contacted him through the Lessor's technical service number

b) if necessary, organise a towing service for a stationary vehicle to the nearest service / branch of the Lessor, in which case the cost of the towing service is covered by the Lessor.

In case of fault or gross negligence to the vehicle by the User (wrong fuel, punctured / destroyed tire, damaged vehicle clutch, lost vehicle keys, stuck vehicle and other damage to the vehicle that caused its immobility) this cost will be charged in full to the User according to the Lessor's Price List.

9.1.2 If the User decides not to contract RA when signing the Vehicle Rental Agreement, and the vehicle becomes immobile, the services provided by the Lessor in that case will be charged in accordance with the Lessor's Price List, including the cost of the towing service.

### **9.2 Cross boarding permission** – permission for crossing the border of the Republic of Croatia

The User is not allowed to drive with the rented vehicle outside the borders of the Republic of Croatia without the prior permission of the Lessor. The User is obligated to inform the Lessor about this when renting the vehicle. If the Lessor gives his approval for the border crossing of the vehicle outside the Republic of Croatia, the same is stated in the Rental Agreement and a fee is charged according to the Lessor's Price List. In that case, all insurances defined at the beginning of the lease are valid for the User.

If the User does not inform the Lessor about driving outside the Republic of Croatia with the rented vehicle, he does so at his own risk and all insurances, which he agreed upon concluding the Rental Agreement, are no longer valid.

The Lessor does not allow rented vehicles to go to the following countries: Kosovo, Albania, North Macedonia, Greece, Romania, Bulgaria, Moldova, Ukraine, Belarus, Estonia, Latvia, Lithuania and Russia. Exceptionally, if the Lessor allows the above, the Lessor's permission must be explicitly stated in writing on the Rental Agreement. Otherwise, the User does the above at his own risk and all insurances, which he agreed upon when concluding the Rental Agreement, are no longer valid.

### **9.3 FIT (Ferry/Island/Transit permission)** – fee for transport of vehicles aboard ferries, insurance on islands and transit through Neum (BiH)

If the User crosses the border through the town of Neum (in Bosnia and Herzegovina) on the way from / to the extreme south of the Republic of Croatia, he is obliged to notify the Lessor. The User is also obliged to inform the Lessor about the use of ferries and departure by vehicle to the islands. The Lessor may charge the User a fee in accordance with the Price List.

If the User does not agree with the FIT fee, and uses the vehicle in transit through the area of Neum (BiH), or boards ferries to visit the islands, the contracted insurances stated in the Rental Agreement are not valid.

### **9.4 One-way fee** – supplement for returning a vehicle in a place other than the place where the vehicle was collected.

If the User returns the vehicle in a place / city other than the place / city in which he concluded the Rental Agreement and collected the vehicle, the Lessor will charge him an additional fee in accordance with the Price List.

### **9.5 Fuel condition**

The User is obliged to return the rented vehicle after the expiration of the Rental Agreement with at least the same amount of fuel that was present in the vehicle when the vehicle was collected by the User. Otherwise, the Lessor will charge the User for the missing amount of fuel in accordance with the Price List.

**9.6 Local delivery / collection of the vehicle** – service that includes collection / return of vehicles at the address specified by the User. If the Lessor agrees to this, the User may specify another address to which the rented vehicle will be delivered to him or where the vehicle will be collected by the Lessor's employee upon completion of the Rental Agreement. The Lessor will charge the User an additional fee in accordance with the Price List.

### **9.7 After hour fee** – service that includes taking over / returning of vehicles outside working hours

If the User collects or returns the rented vehicle outside of the working hours of the Lessor, the Lessor will charge the User an additional fee in accordance with the Price List.

**9.9 Replacement vehicle** – a service that includes a replacement vehicle is ensured by the Lessor in the event of a breakdown, traffic accident and other situations that have caused immobility or inability to use the originally rented vehicle.

In the event of a breakdown, traffic accident and other situations that have caused immobility or inability to use the rented vehicle, the Lessor shall provide the User with a replacement vehicle within a reasonable time.

All rights and obligations of the User arising from the originally contracted Rental Agreement (Rental Agreement during which the originally rented vehicle become immobile) apply analogously to the replacement vehicle.

## **10. DOCUMENTS AND ADDITIONAL EQUIPMENT**

10.1 All vehicles of the Lessor are rented with the necessary documents and equipment and the User is responsible for those equipment and documents throughout the rental period.



10.2 In the event that the User picks up any additional equipment (e.g., GPS, WI-FI, child seat, etc.) when concluding the Rental Agreement, he is also responsible for that additional equipment.

10.3 In the event that the User loses documents, equipment or additional equipment, he will bear the cost of compensation for damage caused to the Lessor in accordance with the Lessor's Price List.

#### **11. TERMINATION OF THE RENTAL AGREEMENT**

11.1 The Lessor has the right to terminate the Rental Agreement at any time and immediately take possession of the vehicle, and all claims against the User in accordance with the Rental Agreement and these General Terms of Lease are due, if the User does not act in accordance with these General Terms or if the vehicle is damaged. Termination of the Rental Agreement under this provision is without prejudice to other rights of the Lessor regulated by these General Terms of Lease and the Rental Agreement.

#### **12. TRAFFIC OFFENSES / PARKING PENALTIES**

12.1 The User is held liable for all traffic violations and parking fines committed during the rental period of the Rental Agreement. In the event that the User does not pay these penalties, the User agrees that the Lessor will calculate the latter and charge them together with the administrative costs.

12.2 The Lessor may, in the event that it receives a notice of a traffic violation or parking penalty committed during the term of the Rental Agreement, notify the User and provide the necessary information to the authorities responsible for issuing such notice.

12.3 The Lessor will charge the User an administrative fee in accordance with the valid Price List to cover the costs of processing and sending notifications to the competent authority related to traffic violations and parking fines committed by the User.

12.4 In the event that the Lessor is obliged to pay fees for traffic violations or parking fines, the Lessor will, after paying them, debit the User's account for the amount of the fee paid plus interest and other costs.

12.5 The Lessor reserves the right to charge the above costs without prior notice to the User. State taxes, fees, etc. will be collected in accordance with applicable legislation.

#### **13. DATA PROTECTION**

13.1 The provisions of the Rental Agreement are confidential information in terms of applicable regulations.

13.2 The User allows the collection, use and processing of his personal data for the internal needs of the Lessor, but also for the purpose of submitting this data to the competent state and other public bodies and legal persons, all in accordance with the General Regulation on Personal Data Protection.

13.3 The Lessor will use the data for the purpose specified in the General Regulation on Personal Data Protection and apply the maximum technical, organizational and personnel measures in order to protect the personal data of the User.

13.4 The User is informed that he has the right to withdraw the Statement of Consent at any time by contacting the Personal Data Protection Officer of the Lessor through a contact that is publicly published on the website of the Lessor.

#### **14. FINAL PROVISIONS**

14.1 If these General Terms and Conditions are drafted in addition to the Croatian language and as a translation into any other foreign language, the Croatian language is competent to resolve any discrepancies in their interpretation.

14.2 In the event of a dispute, the court with actual jurisdiction in Split (Republic of Croatia) will act.

14.3 These General Terms of Lease shall enter into force on 1.3.2022. and they invalidate the previously valid General Terms of Lease.

14.4 These General Terms of Lease are displayed in all branches of the Lessor as well as on the official website of the Lessor: [www.rentacarlastminute.hr](http://www.rentacarlastminute.hr)