

**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 Držislava 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 the 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 **Indemnity Price List** – 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 **Signature** – a handwritten signature on paper and in digital form, as well as an electronic signature.

1.12 **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 rental class and category of vehicle or whose driver's license has been revoked.

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

**1.14 The driver can be:**

- a person aged 18 or over with a valid driver's license for at least 2 years. Exceptionally, for vehicle categories (FVMR, FFMV, XTAR, PDAR, PVAR, PFAR, LDAR, LVAR, XDAR, XFAR, FKMV) the 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.

- 1.15. **Payment Methods and Means** – services and costs arising from the Rental Agreement may be charged by credit/debit card, cash, transaction payment, pre-authorization, charging from pre-authorization, tokenized means of payment, as well as by other permitted and agreed methods of payment. If the card has been used for payment or pre-authorization, the User accepts that such card may be tokenized with the contracted payment service provider and/or the Lessor's bank for the purpose of charging due receivables in accordance with the Rental Agreement, these General Terms of Lease and the applicable Price List.

**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 1.14 of the General Terms of Lease, 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 and agrees that he has taken over the vehicle in proper condition, with the associated equipment and all factory-installed and integrated features (including the vehicle tracking system - GPS), as well as 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 at the least as the same level as at the time of the vehicle's collection.

2.7 The User is required to log out of all applications, systems, and settings he has logged into or installed during the term of the Rental Agreement before returning the vehicle.

2.7 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.

2.8 Collection and return of the vehicle is possible during working hours in the Lessor's branches. Collection and return of the vehicle outside working hours requires the Lessor's approval and is charged according to the Lessor's Price List.

2.9 Delivery and collection of vehicles outside the Lessor's branches is possible with the prior consent of the Lessor and with additional payment, according to the Lessor's Price List.

2.10 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 condition, with the equipment, and with at least the amount of fuel in which he took it over, and to log out of all applications, systems, and settings he has installed or used during the rental period

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 paved and concrete 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 the 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.

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

4.2 In case of non-compliance with the item 4.1 of the General Terms of Lease, 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.

**4.1. 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 (twenty-four) hours before the expiration of the Rental Agreement and obtain his written consent. In that case, before extending the rental period, the User must sign and take over the Rental Agreement with the newly agreed terms (return date, price) and leave an additional guarantee if necessary.

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4.5 In case of non-compliance with the item 4.1 of the General Terms of Lease, 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.

4.6 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 to the debit of the pre-authorization on the credit card in an amount that depends on the category of the rented vehicle. The pre-authorized amount is not paid to the Lessor's account, but remains reserved on the User's account with the card issuer. Once the rental is completed and all due receivables under the Rental Agreement have been settled, including the receivables referred to in items 5.6, 5.7 and 5.8, the unused portion of the pre-authorization shall be released in accordance with the rules of the card issuing bank. The release period of the pre-authorized amount does not depend on the Lessor. The User accepts that the card used for payment, pre-authorization or other authorization may be tokenized with the contracted payment service provider and/or the Lessor's bank, whereby the Lessor does not store the actual card details in their original form, but uses the tokenized card record for the purpose of charging its due receivables. The User, i.e. the card holder, authorizes the Lessor to, by using the means and methods of payment referred to in item 1.15, and without the additional physical presence of the card and without an additional signature or separate approval for each individual subsequent charge, collect all due costs arising from the Rental Agreement, these General Terms of Lease and the valid Price List.

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 By signing the Rental Agreement, the User authorizes the Lessor to charge the rental price, additional services and other due costs by using any means and methods of payment referred to in item 1.15, without the need for the physical presence of the User and without signing a slip form.

5.7 By signing the Rental Agreement, the User authorizes the Lessor to, by using any means and methods of payment referred to in item 1.15, charge the indemnity for damage to the vehicle, up to the amount of the agreed damage excess or the full amount of damage if the conditions for the loss of the right to limitation of liability or insurance coverage are fulfilled, all in accordance with the Rental Agreement, these General Terms of Lease and the agreed insurance package.

5.8 The User agrees that the Lessor, by using any means and methods of payment referred to in item 1.15, may charge all costs incurred under the Rental Agreement, including in particular: the basic rental price, rental extension, additional services and equipment, rental price difference, indemnity, repair costs, missing fuel, traffic violations, parking fines, daily parking tickets, administrative handling costs thereof, towing costs, assistance, extraordinary cleaning, loss of keys, documents or equipment, as well as other costs and fees provided for by the Rental Agreement, these General Terms of Lease and the valid Price List, including the costs that are determined after the return of the vehicle and of which the User did not inform the Lessor at the time of returning the vehicle.

5.9 If the Lessor is unable to collect payment by the means and methods of payment referred to in item 1.15, the Lessor reserves the right to initiate judicial and other compulsory collection proceedings for the recovery of all costs incurred under the Rental Agreement.

5.10 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.

5.11 The User undertakes to settle the invoice at the time of collecting the vehicle, or exceptionally 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.

5.12 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.

5.13 All items of the Rental Agreement will be calculated in Euro (EUR). 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 and expiration date, 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 of the General Terms of Lease, 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 organize 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 cost of indemnity 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 cost of indemnity, 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.

CDR covers the risks of destruction/damage to tires, rims, or rim covers, destruction/damage to the vehicle's undercarriage, and all vehicle windows, covered up to the prescribed amount of damage excess.

CDR does not cover the risks of destruction/damage to the vehicle interior (unless the interior is damaged in an accident), as well as any damage without a presented police report to the Lessor.

CDR 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 of the General Terms of Lease 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.

SCDW does not cover the risks of destruction/damage to tires, rims, or rim covers, destruction/damage to the vehicle's undercarriage, and all vehicle windows, covered up to the prescribed amount of damage excess.

SCDW does not cover the risks of destruction/damage to the vehicle interior (unless the interior is damaged in an accident), as well as any damage without a presented police report to the Lessor.

SCDW does not exclude the obligation to contact the police and the Lessor in case of vehicle damage 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 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.

8.11 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.

8.12 The User is liable to the Lessor for the cost of indemnity, regardless of CDW, TP, CDR, WUG, SCDW, BASIC PROTECT, SMART PROTECT or PREMIUM PROTECT insurance packages, if:

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 unpaved and non-concreted 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.

8.13 Payment / inclusion of CDW, TP, CDR, WUG and SCDW 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.

8.14 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.

8.15 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.

8.16 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.

8.17 **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 indemnity itself or participation in the damages (damage excess).

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

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

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

## 9. ADDITIONAL FEES AND SERVICES

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

RA – Road assistance means the organization of roadside assistance by the Lessor in case of immobility of the vehicle during the Rental Agreement period.

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, organize 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.

The User is responsible to the Lessor for the reimbursement of all costs related to the provided assistance and towing service, regardless of the agreed RA service, if he drove on unpaved and non-concreted roads.

9.1.2 If the User decides not to contract RA when signing the 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** – a 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)** – a 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 shall 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** – a fee 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, upon the expiry of the Rental Agreement, with at least the same amount of fuel as recorded in the Vehicle Condition Report at the time of vehicle collection. The amount of fuel upon the return of the vehicle is determined according to the Vehicle Condition Report prepared at the time of vehicle return, and the missing amount of fuel is determined as the difference between the amount of fuel recorded upon collection and the amount of fuel recorded upon return. In the event of a fuel shortage, the User agrees that the Lessor may charge a fee for missing fuel in accordance with the valid Price List.

9.6 **Local delivery / collection of the vehicle** – a service that includes the collection/return of the vehicle at the address agreed upon by the User and the Lessor.

If the Lessor agrees to this, the User may specify another address where 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** – a 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.

If the Lessor agrees to this, the User may collect or return the vehicle outside the Lessor's working hours, for which an additional fee will be charged in accordance with the Price List.

9.8 **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.

9.9 **Young driver fee (YDF)** – if the driver from the item 1.14 of the General Terms of Lease is under 21 years of age, the Lessor will change the User an additional fee (YDF) in accordance with the Price List.

9.10 **Senior driver fee (SDF)** – if the driver from the item 1.14 of the General Terms of Lease has reached 80 years of age, the Lessor will change the User an additional fee (SDF) in accordance with the Price List.

## 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. VEHICLE REPLACEMENT

The Lessor may at any time perform a vehicle replacement if there is a valid reason for doing so.

## 13. TRAFFIC OFFENSES / PARKING PENALTIES

13.1 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.

13.2 In the event that the User receives a notice of a traffic violation or parking penalty committed during the term of the Rental

Agreement, the Lessor is obliged, in accordance with applicable legal regulations, to provide the necessary information to the authorities responsible for issuing such notice.

13.3 The User agrees to the payment of an administrative handling fee for traffic violations and parking fines in accordance with the valid Price List. The administrative handling fee is calculated as follows:

- a) the administrative handling fee for a category 1 traffic/parking offence is charged for simple administrative handling (e.g. one-time submission of driver details),
- b) the administrative handling fee for a category 2 traffic/parking offence is charged for more complex administrative handling requiring additional documentation, multiple checks and repeated communication with the authorities

13.4 If the Lessor is obliged to pay traffic violations, parking fines or other costs caused by the User, the User expressly agrees that the Lessor may charge such costs, increased by interest and dependent costs, by using any means and methods of payment referred to in item 1.15 of these General Terms of Lease.

13.5 The Lessor reserves the right to charge the above-mentioned costs without prior notice to the User.

#### 14. DATA PROTECTION

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

14.2 The User is informed about the scope and purpose of the collection of his personal data by the Lessor and is aware of the Lessor's Privacy Policy, which is publicly available on the Lessor's official website: [www.rentacarlastminute.hr](http://www.rentacarlastminute.hr).

#### 15. FINAL PROVISIONS

15.1 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.

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

15.3 These General Terms of Lease shall enter into force on May 1, 2026 and they invalidate the previously valid General Terms of Lease.

15.4 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).