

GENERAL TERMS AND CONDITIONS OF THE VEHICLE LEASE

1. INTRODUCTORY PROVISIONS

1.1. These General Terms and Conditions, which accompany and constitute an integral part of the Lease Agreement between Aktiv Rent as the Lessor and a legal or natural person as the Lessee (hereinafter: Agreement), set out authorization and management of the leased vehicle, its collection and return, maintenance, damage repairs, lease payment, insurance, road accident and other rights and obligations which are binding in their entirety both parties at the signature of this Agreement.

1.2. By signing the Agreement the Lessee confirms that he is acquainted with the price list, tariff and rules of insurance which accompany the Agreement and constitute an integral part thereof.

1.3. Terms defined in the Lease Agreement, unless stated otherwise, bear the same meaning in these General Terms and Conditions.

2. AUTHORIZATION AND MANAGEMENT OF THE LEASED VEHICLE

2.1. The vehicle is leased to drivers who fulfil legally required conditions as regards the minimum age and years of driving licence possession (over 21 years of age with the minimum of driving licence possession of 24 months).

2.2. The vehicle lease of one month is the longest possible deadline set out by this Lease Agreement. An annex of the Agreement shall be drawn up for the lease of more than one month or other type of vehicle lease.

2.3. Only the Lessee in person or the person authorized by the Lessee in the Agreement as an additional driver may drive the leased vehicle, abiding by all provisions of these General Terms and Conditions and all valid laws.

2.4. The Lessee undertakes to use the vehicle for personal purposes and not to use it under the influence of alcohol, drugs or other medications, for illegal purposes, training drivers, passenger or goods transport with remuneration, for driving or hauling any kind of vehicle or item, for sports manifestations (races or speed trials) and not to sublease it.

2.5. The Lessee undertakes to use the vehicle within borders of the Republic of Croatia and not to pass the state border of the Republic of Croatia without the prior approval of the Lessor, otherwise he undertakes to settle in its entirety any possible damage cost (including the loss of vehicle).

2.6. The Lessee must ask for prior approval of the Lessor for the use of vehicle outside the territory of the Republic of Croatia with an additional vehicle insurance payment.

2.7. The Lessee is not allowed to use the vehicle in the following states: Slovakia, Serbia, Montenegro, Bosnia and Herzegovina, Kosovo, Romania, Bulgaria, Albania, former SSSR, Greece and Turkey.

3. VEHICLE TAKEOVER

3.1. The Lessee is obligated to sign, on the vehicle takeover, the Vehicle Status Report (hereinafter: the Report) that is integral part of the Rental Agreement.

3.2. Prior to signing the Report the Lessee is obligated to check the status of the vehicle and additional equipment. If any part of the said equipment is missing or there are other defects, the Lessee is obligated to specify immediately the defects and to give remarks as to the vehicle status.

3.3. By signing the Report the Lessee confirms that he/she has checked the vehicle status and confirms his/her takeover of the mechanically operational vehicle with all accompanying accessories and documents and that there are no other remarks as to the status of the vehicle and equipment.

3.4. The Lessee collects the vehicle with full fuel tank, and in case of returning the vehicle with less fuel he shall be charged a difference increased by the fuel filling service.

4. VEHICLE RETURNING PROCEDURE

4.1. The Lessee undertakes to return the vehicle within the deadline (hour, day, month and year) and to the location as laid down in the Agreement in the condition in which it was collected, with all pertaining equipment and documents.

4.2. The Lessor withholds the right to request an early return of the vehicle.

4.3. On returning the vehicle the Lessee is obligated to provide for review of the Lessor's authorized employee the rental Agreement and Vehicle Status Report. The authorized employee will inspect the vehicle in the presence of the Lessee and fill out, in the Report, the details of the found defects compared to the status of the vehicle on takeover by the Lessee.

4.4. The Lessee may extend the lease at the latest 24 hours prior the expiry of the lease with the Lessor's approval. Otherwise, the vehicle shall be deemed appropriated illegally by the Lessee. If 6 hours after the expiry of the Rental Agreement the Lessee, without prior communication to the Lessor, does not return the vehicle, the vehicle alienation and the Lessee details will be reported to the police.

4.5. The return of vehicle shall be done within city centres during working hours whereas the return outside working hours and city centres is possible with additional payment and prior approval of the Lessor.

4.6. If the vehicle has not been returned to the branch office, in which the vehicle was taken over, but to another branch office of the Lessor, the final calculation will be the one completed by such other branch office. The branch office that has performed the vehicle hand-over is obligated to confirm such final calculation and withholds the right to send to the Lessee the invoice corrected in accordance with the Rental Terms and Conditions valid at the time of the vehicle takeover.

4.7. If the vehicle is not returned to the Lessor branch office but is left at another location or returned to the branch office after its working hours, and such manner of vehicle return has not been agreed previously with the Lessor, the Lessee is obligated to pay contractual penalty in the amount of Euro 3.500,00 plus VAT, in HRK equivalent value, against the selling rate of the Croatian National Bank on the payment date.

4.8. If the Lessee has returned the vehicle after the date indicated in the Rental Agreement and the prices, meanwhile, have been changed, the Lessor is authorized to charge the new prices from the anticipated vehicle return date.

4.9. The Lessor employees have the right to perform vehicle check-up at any time. In the event of their establishing that the Lessee has not complied with the Rental Agreement terms and conditions, the Lessor employees are authorized to dispossess the vehicle from the Lessee.

5. VEHICLE MAINTENANCE

5.1. The Lessee undertakes to use the vehicle in a knowing manner, to maintain, keep and cumber it as appropriate in accordance with the producer's instructions and not to execute any changes of parts, units or assemblies on the vehicle and inform the Lessor thereof.

5.2. With a valid proof of invoice and its settlement, the Lessor shall compensate for all the costs of regular vehicle servicing maintenance and approved vehicle repairs.

5.3. The Lessee undertakes not to leave vehicle documents unattended inside the vehicle during the lease period. In case of a vehicle theft along with vehicle documents, it is understood that the Lessee has violated the provisions of this Agreement and is responsible to the Lessor for the full amount of the incurred damage and cannot call upon the exemption of compensation for the incurred damage.

5.4. The Lessee undertakes to bear all the costs of vehicle washig, tyre repairs, traffic violations (after the termination of Agreement as well), as well as all other costs incurred during the use of the leased vehicle, except from the costs borne by the Lessor, that is, the insurer.

6. VEHICLE MALFUNCTION

6.1. The Lessor shall not be held responsible neither for the compensation nor for the delay caused by vehicle malfunction or breakdown.

6.2. In case of malfunction or damage during the lease period the Lessor undertakes to provide a replacement vehicle to the Lessee within 24 hour deadline following the report of the malfunction or damage by the Lessee to the Lessor.

6.3. All the necessary repairs undertaken by the Lessee or vehicle parts replacements may be done only at authorized servicing centres with prior approval of the Lessor. The Lessee has the right of cost refund but only upon submission of invoices from the authorized service centre where the repair was done and with compulsory return of changed parts. Otherwise, the costs shall not be deemed valid!

6.4. In case of malfunction of the vehicle outside the territory of the Republic of Croatia, the Lessee undertakes to contact the Lessor in Croatia for the purpose of arranging vehicle repair. The Lessor shall refund the cost of repair upon submission of the original invoice from the authorized servicing centre and the part that was replaced due to the malfunction. Upon crossing the state border, the Lessee undertakes to present to the customs officer the invoice for certification.

6.5. Upon the vehicle return, if any part of the vehicle or its equipment is deemed shanged without prior approval by the Lessor or even lost, the Lessee shall be charged a fee in the amount of three times the market price of the changed or lost piece of equipment, valid on the day of the vehicle return.

7. LEASE PAYMENT

7.1. The Lessee undertakes to pay to the Lessor, at his written request, the amount for daily lease at the agreed tariff as well as daily additions and the incurred costs which are added to the overall amount.

7.2. In case the Lessee settles vehicle lease obligations with credit card, he shall give authorization to the Lessor, by signing the Lease Agreement, to charge directly the credit card issuer, with no slip form, with all the costs of lease. In event the Lessee has not paid the additional insurance (SCDW), by signing the Rental Agreement the Lessee authorizes the Lessor to collect vehicle damage costs in the amount of the deductibles from the credit card issuer.

7.3. If the Lessee settles vehicle lease obligations on the basis of an issued quote, he undertakes to pay the agreed amount within deadline and under the conditions laid down in the invoice.

7.4. In case of a delay in payment, the Lessee undertakes to pay to the Lessor the legal default interests on the amount in kunas, whose amount is set out in the Regulation on the Amount of Legal Default Interests.

8. INSURANCE

8.1. During the lease period the vehicle is insured against responsibility for the damage cause to third persons, in accordance with legal regulations and rules of insurance of the Insurance Company, and all rights and obligations as regards the incurred damage shall be dealt with on the basis of those regulations, that is, the agreed insurance policy for the vehicle in question as well as on the basis of the agreed additions.

8.2. The Lessee undertakes to settle all damages up to the full amount of the vehicle (damage, theft, loss of vehicle), incurred during the lease period as well as the incurred damage for the lost profit due to the vehicle repair of a duration of up to maximum 30 days if the same was incurred due to the Lessee's fault. The damage for the lost profit is established on the basis of a price list for daily lease, which accompanies the Agreement and constitutes an integral part thereof.

8.3. At the conclusion of the Lease Agreement, the Lessee may pay a daily addition in the amount agreed on the basis of a valid price list which accompanies the Agreement and constitutes an integral part thereof, for Collision Damage Waiver (CDW). Thus he is free from any responsibility for damage from the paragraph 7.2., apart from the personal participation in that damage (franchise), and in case of a loss or a theft of the vehicle or any of its parts.

8.4. Upon conclusion of this Agreement, the Lessee may pay a daily addition in the amount agreed on the basis of a valid price list which accompanies the Agreement and constitutes an integral part thereof, for Theft Protection (TP). Thus he is free from any responsibility for cases of loss or theft of the vehicle or any of its parts, apart from the personal participation in that damage (franchise).

8.5. Upon conclusion of this Agreement, the Lessee may especially insure, in the amount agreed on the basis of a valid price list which accompanies the Agreement and constitutes an integral part thereof, driver and passengers up to the amount of insurance policy for the damage in cases of death or body injuries, Personal Accident Insurance (PAI).

8.6. Upon conclusion of this Agreement and by paying the Super Collision Damage Waiver (SCDW) in the amount agreed on the basis of a valid price list which accompanies the Agreement and constitutes an integral part thereof, the Lessee may additionally be insured from a personal participation in the damage - franchise during the lease period. Such insurance (SCDW) is valid only for the first damage incurred on the vehicle and in the case of the second and any following damage on the vehicle, the deductible will be payable in the full amount specified in the Rental Agreement, regardless of the assessed value of the damage.

8.7. The Lessee undertakes to settle all damages (defects, loss, theft of the vehicle or its parts, lost profit), regardless of paid additions from paragraphs 7.3., 7.4., 7.5. and 7.6., if there was a damage incurred by using the vehicle contrary to the provisions of the Agreement and General Terms and Conditions or upon gross inattention or premeditation.

8.8. Personal participation in the damage - franchise depends on the group of vehicles, it is established by a valid tariff on the basis of the Lessor's decision, which accompanies the Agreement and is constitutes an integral part thereof.

8.9. The insurance does not in any case cover the damage on tyres, damage on the underside, the inside of the vehicle and on the windshield due to driver's carelessness, damage to the engine due to a lack of oil or filling a wrong type of fuel, damage caused by a driver under the influence of alcohol, drugs or other intoxicating substances, damage incurred by an unauthorized driver, any damage of the vehicle not reported to the competent police station. These damages are borne by the Lessee.

9. ROAD ACCIDENT

9.1. In case of a road accident, the Lessee undertakes to summon the police at the site of the accident or to report the accident to the competent Police Station. Otherwise, the Lessee may be held responsible for the incurred damage.

9.2. The Lessee undertakes to insure the vehicle from further damages, and wait for the instructions by the Lessor on further use of the vehicle and act in accordance with the Lessor as well as submit a written report on the accident.

9.3. In case of an incurred damage, the Lessee undertakes to return the vehicle to the nearest office of the Lessor, during working hours of the office and under the conditions established by the Lessor.

9.4. The Lessee undertakes to participate in all the procedures with the purpose of charging the damage towards a third person, otherwise he must bear personally all the costs caused by the accident.

10. OTHER

10.1. In case of a violation of the Agreed Obligations and General Terms and Conditions by the Lessee, the Agreement shall be terminated and the Lessee undertakes to compensate to the Lessor for all the incurred damage in the amount and content established by the Lessor.

10.2. By signing the Agreement, the Lessee accepts unconditionally all the above mentioned conditions, guarantees the accuracy of given identification details (ID card, passport, driving licence), and accepts the authority of the court in the Lessor's place of residence in case of a dispute.