

## General conditions

### 1. INTRODUCTORY PROVISIONS

- (a) "Lessor" - company ZAGSTEL d.o.o. based at: Rapska ulica 46, 10000 Zagreb, Croatia, OIB: 41920985512  
(b) "Lessee" - a natural or legal person who or on whose behalf a vehicle is leased. In the Lease Contract stated as the "Lessee" and is responsible for compliance with all of the General Conditions and Conditions of Lease and Lease Contract.  
(c) "Contract" - a single lease agreement that is signed upon the takeover of the vehicle in a lease granting the use of the vehicle, defines the take-back and return of the vehicle, cover, equipment and services included in the rental price and the method of payment of the lease. The contract also contains information on the condition of the mileage, the amount of fuel, damages and any deficiencies on the leased vehicle, and other rights and obligations that both Contracting Parties accept by their signature.  
The status of the vehicle while issuing and the General Rental Conditions are considered part of the Rental Contract.  
(d) "Driver / Extra Driver" - person listed in the Lease Contract as a "User" signing a Lease Contract and taking over the vehicle, responsible for compliance with all provisions of the Lease Contract.  
(e) "User" - Lessee, driver and extra driver in the following text of General Conditions are named solely with one word - User.  
(f) "Vehicle" - the Lease of the Contract which details are set out in the Contract.

### 2. RENTAL CONDITIONS

User, by signing the Contract, certifies that the vehicle is in good condition, suitable for contractual use, with all relevant equipment and accompanying documentation.  
A driver who signs a vehicle on behalf of a Legal Entity and signs a Contract to have it authorized, is also liable to the Lessor, in solidarity with that Legal Entity, for the respect and fulfillment of all obligations under this Contract.  
The User shall, by signing the Contract, warrant to the Lessor that he/she meets the general terms and conditions of the minimum age for driving the motor vehicle and that he/she possesses the necessary documents for driving the motor vehicle in accordance with the relevant regulations of the Republic of Croatia, which shall be legally provided to the Lessor, as a contribution to the Contract.  
Upon the termination of the Contract, the User shall also be held liable for traffic offenses committed during the term of the Contract.

### 3. PAYMENT TERMS

The user is obliged to pre-authorize his / her credit card on the amount to be determined by the Lessor according to his estimate, depending on the class of the vehicle, the duration of the lease, cover etc. By signing a Lease Contract, the User authorizes the Lessor to charge all daily rental charges according to the agreed rate, daily allowances (purchased cover, accessories and services) as well as the incurred costs being charged, all according to the valid Price List, by charging the User's account.  
User Accounts means a credit or debit card account by which a pre-authorization or another agreed account was made.  
The Lessor may charge the amounts payable by the User's account during or after the termination of the lease, when determining the existence of the User's obligation, or the User may pay such costs in agreement with the Lessor, which is the free choice of the Lessor.  
If the User pays the costs directly to the account of the Lessor, he/she is required to do so within the specified payment period.  
In the event of a delay, the User is obliged to pay the Lessor a statutory default interest, as well as all the actual additional costs incurred.

### 4. USER OBLIGATIONS

By signing the contract, the User declares that he / she is familiar with all the following obligations and accepts them: (a) that the vehicle will be returned to the place and within the time period specified in the Contract, in condition with the equipment and the amount of fuel it has been taken, and before the agreed deadline, upon request of the Lessee;  
(b) to extend the contractual lease term, as well as all other changes in the lease, to the lessee, in writing, at least before the expiry of the lease term; otherwise, the Lessee is authorized to report the lease of the leased vehicle;  
(c) That the vehicle will not be overburdened, used for driver training, transport or towing of other vehicles or trailers, for paid passenger transport, for racing, endurance tests, speed tests, for unlawful acts;  
(d) the vehicle shall only be used by the driver or an additional driver for his own needs and in accordance with the purpose of the vehicle and that the vehicle will not be made available to unauthorized users and third parties;  
(e) to use the vehicle properly and to operate the vehicle with the care of a good host / businessman;  
(f) when leaving the vehicle, always lock it in closed windows and take the keys and documentation of the vehicle and always have it under personal control;  
(g) to drive only on public roads, without the influence of alcohol or narcotics, while respecting all traffic regulations and traffic regulations;  
(h) to take care of the regular technical validity of the vehicle, i.e. regularly check the coolant, oil, other liquids, tire pressure, etc.  
(i) when indicating the signaling device in the vehicle or if the User considers that the vehicle requires servicing, he / she must report to the Lessor for regular service and referral to an authorized service workshop as well as for other service activities and other repairs. In the event of damage to the vehicle or damage to the vehicle due to non-compliance with the provisions of these General Terms and Conditions, the User is obliged to compensate all such damages and any lost profits due to the inability to perform the basic activity of a particular vehicle.  
(j) not drive or permit the carriage of more than one passenger or goods of the maximum permitted in the traffic permit or vehicle and shall not make any alterations to the vehicle;  
(k) that the vehicle will not be driven outside the borders of the Republic of Croatia, unless it has previously announced that the Lessee may charge an additional fee in accordance with the Pricelist. In the event of a breach of the cross-border and territorial limitations of the use of the vehicle, all insurance for the User referred to in point 8 of these Terms shall no longer apply.  
that it will bear all costs relating to the operation of vehicles, fuel, toll, mostar, parking, offense and other similar charges.  
By signing the Contract, User grants the Lessor, without prior notice, the right to charge the User for all traffic offenses and parking and other penalties determined by the law of the country in which the vehicle is driven and committed during the lease, regardless of when they have been established or due, increased for any manipulative costs, by directly charging debit or credit card of the User named in the Contract.  
(m) that the Lessee, a legal entity with the prior written notice and consent of the Lessee, may, as a driver, furnish a vehicle to a worker who meets the prescribed conditions as a driver and, in that case, is obliged to be familiar with the terms and conditions of the driver's lease in any case, does not diminish the liability of the legal entity for compliance with these Terms and Conditions of lease.

### 5. DAMAGES AND LOSS OF DOCUMENTATION

In the event of damage to the vehicle, lack of equipment or accessories, missing documentation, registration markings or vehicle keys, the User will compensate for damage according to the valid Price List.  
The vehicle user is responsible for damage to the engine or drive mechanism (for example, due to lack of oil, coolant and other liquids in the engine), as well as damage to the scooter, clutch damages, / damage to vehicle documents and keys, loss / destruction of the registration plates, damage to the interior of the vehicle, burnt seats, leaking of inadequate fuel or other malfunctions caused by the carelessness of the user or driver (such as negligent driving or driving outside the paved road). In all of these cases, the Vehicle User shall reimburse to the Lessee the total amount of vehicle repair costs and the additional amount of lost daily rental of the Vehicle according to the Valuable Price List for the duration of the repair, but not more than 30 days, and all other damages, such as vehicle towage or impairment vehicles. The user or person to whom the user has given the vehicle to use, assumes the obligation to use the vehicle according to the manufacturer's instructions, as well as the use of diesel or unleaded fuel according to the manufacturer's instructions. All damages resulting from non-compliance with these instructions are not covered by the insurance and are incurred to the detriment of the Vehicle User.

### 6. THEFT, CAR ACCIDENT, BREAKDOWN ON A RENTED VEHICLE

In the event of a traffic accident, damage and defect, theft, vehicle malfunctions or other similar circumstances, the User shall:

1. keep and ensure the vehicle from decay and cause even greater damage, until takeover by the Lessor;
2. record names and addresses of participants and witnesses;
3. call the police and ensure their record, except in the event of malfunctioning;
4. without delay, make an event statement at the nearest office of the Lessee.

The user of the vehicle is obliged to report to the police any damage to the vehicle, in the event that the user does not provide the police record, does not give a Statement, and does not provide alcohol test for the driver, all the cost of damages related to the damage or disappearance of the vehicle falls to the burden of the user of the vehicle in full, including the loss of daily rent due to non-use of the vehicle for the duration of the repair, up to 30 days, regardless of the user's fault for the event and whether the User has accepted and paid the purchase of part of the CDW + Total Accountability Responsibility (SCDW).

### 7. EXTRA COSTS TO BE PAID TO THE USER

The Lessor will compensate the User for the necessary expenses for the oil, lubricant, regular servicing and other essential repairs necessary, which have been incurred during the lease except for the cost of washing the rented vehicle and based on the shown invoices.  
For reimbursement of the above costs the User must obtain the consent of the authorized person of the Lessor, otherwise no compensation will be available. The User is obliged to hand in a valid invoice issued by the legal entity that has performed the service, with mentioned client being ZAGSTEL d.o.o., Rapska Ulica 46, OIB 41920985512, which is a prerequisite for payment of compensation.

### 8. PARTICIPATION IN DAMAGE

The risk and the amount of damage compensation can be reduced by the user by accepting the appropriate cover, provided that the damage is not caused by violation of these Terms, Lease Contract and legal regulations, or intentional or improper use of the vehicle.  
Decreasing liability for damage or theft with involvement in harm (CDW / TP): By accepting the user of the vehicle can reduce its liability for damage or theft, in contrast to the franchise and the full amount of damage.

Passenger Accident Cover (PAI): drivers and passengers are insured in the event of death and disability to the amounts prescribed by the insurance company where all the vehicles of the Lessor are insured.

Purchase of part of the responsibility for involvement in damage (CDW +): By accepting and paying daily coverage, the User may limit his liability for damage to the vehicle.

Buying Responsibility for Tire, Chassis, and Glass Damage (WUG): By accepting this compensation, a cover for the destruction / damage of the tires, landing gear and vehicle glasses is agreed upon.

Purchase of Total Accountability Responsibility (SCDW): By accepting and paying daily coverage, the User may additionally limit the total liability for damage to the vehicle. SCDW coverage is not covered by the risk of damage to the tires, rims or rims, damage to the lower vehicle compartment, the interior of the vehicle (unless the interior is damaged in the accident), all vehicle windows and any damage without a police record.

By signing a lease Contract, the User grants the Lessor the right to charge to the Credit Card Holder, or any other payment method, for any costs of repair, breakdown or loss, to the franchise or full amount of damage if he or she has not complied with the General Conditions and those disclosed after the vehicle has been returned and the User has not reported to the Lessor in accordance with the procedure for returning the vehicle. The insurance does not cover damage occurring in risky areas or in war zones, as well as in the case of a car used outside the borders of the Republic of Croatia, in transit through the Neum (Montenegro) site, on the ferry and on the islands, without the written consent of the Lessor.

### 9. PROCESSING AND COLLECTION OF PERSONAL DATA

The user provides personal information voluntarily. The user's personal information is required in the process of realizing the required service.

The Lessor uses and processes personal data in accordance with the applicable Privacy Policy. Information on personal data processing as well as user rights can be found in the General data protection regulation (gdpr) policy.

### 10. OTHER PROVISIONS

The Lessor is not liable for damage suffered by the User due to delays in the delivery of the vehicle, as well as for damages that would occur to the User due to a malfunction of the vehicle during the rental.

The Lessor has the right to terminate the Lease Agreement and immediately take possession of the vehicle if the User does not act or does not act in accordance with any provision of these Terms, Lease Information or Lease Agreement, or if the vehicle is damaged. Termination of the Lease under this provision is without prejudice to other rights of the Lessor under these Terms and the Lease Agreement. The Lessee has the right to terminate the rental agreement and immediately return the vehicle to the Lessor if the Lessor does not comply with any provision of these Terms, Lease Information or Lease Agreement, and if the vehicle was taken from the Lessor technically defective or in any sense risky for the security of the Lessor.

In case of any non-compliance with these Terms, Rental Information or Vehicle Rental Agreement by the Lessor, the Lessee has the right to submit a complaint / complaint about the services provided by the Lessor, in writing to the address of Zagstel d.o.o., Rapska 46, HR-10000 Zagreb or by e-mail to the address: info@zagstel.hr

By signing the Lease Agreement, the Beneficiary accepts the Lease Agreement and all its provisions, and by accepting the insurance cover referred to in Article 8, he also accepts the insurance conditions of the insurer for those types of insurance with which he is familiar.

Amendments to the Lease Agreement may only be made in writing and oral amendments are invalid.

In the event of a dispute under this Agreement, the parties agree on the territorial jurisdiction of the court with actual jurisdiction in Zagreb with the application of Croatian law.