

GENERAL TERMS AND CONDITIONS OF RENTAL

1. GENERAL PROVISIONS

By signing this Car Rental Agreement (hereafter as the »Agreement«) the lessor and the lessee confirm the validity of the General Terms and Conditions of Rental and explicitly declare to understand and accept the content of the General Terms and Conditions of Rental (hereafter as the »General Terms«). Any breach of the General Terms by either contracting party implies a breach of the contractual provisions, giving the opposing party the right to immediately withdraw from the Agreement of which the General Terms form an integral part, as well as the right to claim from the breaching party all damages occurring due to withdrawal.

By signing this Agreement and by taking over the Vehicle the lessee does not become the owner of the Vehicle nor does the lessee gain any other right to the Vehicle.

The lessee, stated in the Agreement, is liable for any consequences of potential breaches of the Agreement.

The lessee undertakes to treat the Vehicle appropriately and with due care.

The lessee is prohibited from renting to subleases.

Any penalties for road traffic offences or those in any way correlated to the usage of the Vehicle are chargeable in full to the lessee or the driver.

No pets are allowed in the Vehicle.

The lessee and other passengers are strictly forbidden to smoke in any part of the Vehicle. In case of breach of the prohibition of smoking, the lessee is obligated to pay for the washing of the covers/the dry cleaning in the amount of EUR 200.00.

The rental becomes effective on the day the Agreement and the handover form are signed by both parties and the aggregate amount of the price of the intended rental as well as the security deposit are paid. The rental ends by signing the handover form by both contracting parties, payment of incidental expenses, if any, and return of the security deposit.

The Car Rental Agreement is signed by the driver as well.

2. THE DRIVER

The Vehicle may be operated by the driver stated in the Agreement. No other person is allowed to use or operate the Vehicle.

On the day of the handover of the Vehicle, the driver must be 21 years of age or older and have a valid driver's license for at least three (3) years. The driver's license must be valid for a minimum of one month following the intended end of rental.

When the vehicle is handed over, the driver is obligated to have a valid driver's license on his person.

The driver undertakes not to consume any alcoholic beverages and not to drive under the influence of other substances, which could affect his psychophysical capacities (medicine, drugs or other psychoactive substances, etc.). Otherwise, the insurance company will not reimburse the damage or will deny the claim and consequently, the lessee/driver will be liable for the full reimbursement of damages.

By signing this Agreement the driver becomes responsible for the accuracy of the given information.

3. RENTAL CHARGE

The rental charge is stated in the Agreement. The rental charge comprises the mandatory insurance, comprehensive insurance, which includes 1% insurance deductible, roadside assistance and Green Card (international vehicle insurance).

The rental charge does not include:

- The owner's permission to drive the vehicle third party outside Slovenia (if the country of destination is a non-EU country);

- Chemical toilet fluid, gas, degradable toilet paper and rubbish bags;
- Fuel, parking fees, tolls, bedding and towels, camping and tourist taxes.

All road traffic offences which occur in the period of renting the Vehicle are chargeable to the lessee.

4. RESERVATIONS AND PAYMENT

At the time of signature of this Agreement the lessee shall make the advance payment in the amount of 40% of the rental charge of the Vehicle on the basis of the issued pro forma invoice. The reservation becomes effective on the day the advance payment is received.

The outstanding amount and the security deposit on the basis of the issued pro forma invoice shall be paid by the party:

- at least 5 days prior to the beginning of the rental in low and mid-season;
- at least 10 days prior to the beginning of the rental in high season.

The payment may be made either in cash or by a wire transfer to the bank account of the lessor, opened with NLB d.d., bank account number: SI56 0230 0026 1464 485.

If the lessee does not comply with the payment deadline and fails to cancel the reservation in accordance with the provisions of this Agreement and the General Terms, the reservation for the rental of the Vehicle is deemed cancelled and the consequences of cancellation of the reservation or rental apply to the lessee in accordance with this Agreement with no liability for damages or any other obligation of the lessor to the lessee.

5. COLLECTING, RETURNING AND CLEANING OF THE VEHICLE

The Vehicle shall be collected on the day of the beginning of the rental period, between 2.00 pm and 6.00 pm, or as agreed between the parties. The Vehicle shall be returned on the last day of the rental period between 9.00 am and 11.00 am. Only in such case the day of collecting and the day of returning the Vehicle are deemed as one rental day.

• COLLECTING THE VEHICLE

The Vehicle will be handed over to the lessee in a proper technical condition with all mandatory equipment as provided by law and with all necessary documents.

The Vehicle will be handed over to the lessee with a full tank of fuel, sufficient amount of liquids in the engine and a sufficient amount of natural gas. The Vehicle will also have a full tank of drinking water and an empty container for waste water.

When taking over the Vehicle, the lessee is given a verbal warning about the particularities of driving and use of the Vehicle.

When handing over the Vehicle to the lessee, it must be examined in its entirety (the equipment, mechanical parts, Vehicle bodyshell, motor, etc.), proper working of devices shall be verified and a handover form shall be made. All deficiencies and/or defects, missing equipment, damages to the Vehicle, etc. will be entered in the handover form. All discovered damages will be photographed and documented. When returning the Vehicle to the lessor, a handover form is made to establish the condition of the Vehicle and to examine operation of all devices. The lessee is liable for all deficiencies and/or defects and damages to the Vehicle at the time of returning the Vehicle, which were not established at the time of handing over the Vehicle to the lessee. The parties will examine the Vehicle together and sign the handover form. Each party receives one copy, which will be the basis for establishing damages, if any, at the time of returning the Vehicle. After the handover form has been signed the lessee will collect the keys and documents of the Vehicle.

5. RETURNING THE VEHICLE

The lessee undertakes to return the Vehicle in the same condition as when collected and to return the Vehicle at the agreed time and place to the lessor:

- Cleaned;
- With an emptied container for waste water;
- With a full tank of fuel;
- With a sufficient amount of liquids in the engine;

If the vehicle is not returned fully tanked, the lessee is charged the cost of a missing quantity of fuel at the daily price list of Petrol plus EUR 20.00 for fixed costs.

If the lessee returns the Vehicle with no equipment which was given in use together with the Vehicle the lessor has the right to recover the value of the missing equipment from the lessee.

Established damages or outstanding obligations, as provided for by the Agreement, will be charged in accordance with the tariff of the lessor's contracted repairer, whereas the payment will be deducted from the security deposit or, in case security deposit has not been paid or in case the amount of money owed exceeds the amount of the security deposit, the payment will be made in cash at the time of returning the Vehicle.

If the Vehicle is returned uncleaned or insufficiently cleaned, the lessee will pay to the lessor:

- EUR 25.00 for the external cleaning;
- EUR 25.00 for the internal cleaning;
- EUR 20.00 for emptying the waste water container.

The lessee undertakes to pay EUR 150.00 for the deep cleaning, if needed, as established at the time of returning the Vehicle.

At the time of returning the Vehicle both parties are obligated to examine the Vehicle and establish the conformity of the condition of the Vehicle and equipment with the handover form made on the day of collection of the Vehicle.

The handover form is enclosed to the invoice and serves for final calculation of the service and security deposit, if necessary, as well as to establish the condition of the Vehicle and equipment at the time of returning the Vehicle.

In case of force majeure, which is the reason for delayed return of the Vehicle, the lessee is obligated to immediately notify the lessor of the cause of delay and the estimated return time of the Vehicle by phone.

If the lessee fails to return the Vehicle on designated return time, the delay up to one hour will be charged EUR 50.00, while each subsequent hour will be charged EUR 110.00. If the Vehicle is not returned within 24 hours from the designated return time the lessee will be deemed to have misappropriated the Vehicle.

The lessor has the right to notify the police and other competent authorities. If the lessee fails to return the Vehicle on designated return time, he/she will reimburse the lessor for penalties for delay as well as all damages, including lost gains (lucrum cessans), caused by the delay to the lessor.

6. RENTAL EXTENSION

Rental extension is possible if the lessor explicitly agrees to it. In this case, the lessee must inform the lessor of the rental extension at least 48 hours prior to the designated end of rental, and the lessor will then either approve or reject the extension.

The envisaged return date of the Vehicle, as provided in the Agreement, being the basis for the advance payment of the rental charge, and the actual return date, as provided in the handover form made at the time of the return of the Vehicle, will be the basis for the calculation of the rental extension charge.

Each additional rental day shall be charged for the agreed upon rate or the contract price, in case no such agreement has been reached.

If the lessee fails to ask the lessor for approval of the rental extension, the lessee will be deemed to have misappropriated the Vehicle and the lessor will have the right to notify the police and other competent authorities.

7. INSURANCE

The Vehicle is insured through Zavarovalnica Triglav d.d., with both mandatory insurance and comprehensive insurance coverages as well as the roadside assistance in Slovenia and abroad.

In case of materialisation of insurance risk, which is covered by the insurance, the lessee shall bear the costs in the amount of the insurance deductible and the loss of bonus.

8. LESSEE'S LIABILITY

- The lessee shall lock the Vehicle every time he/she leaves the Vehicle. The lessee shall keep the keys and documents safe.
- The Vehicle may be operated only by the driver stated in the Agreement.
- The lessee/driver shall obey road traffic rules and regulations.
- The lessee/driver is liable for the insurance deductible amount included in the comprehensive insurance for any potential damage, if the damage results from fault on his/her part, as well as, in respect thereof, for the lessor's costs for the loss of bonus.
- The lessee is liable for any potential damage due to non-eligibility of the driver, transportation of excess cargo and other instances of unauthorized use.
- The lessee shall provide reimbursement for damage in case the insurance company rejects a claim for any reason.
- The lessee is liable for all damages which have not arisen out of a traffic accident.
- The lessee undertakes to take with him/her the documents and the keys of the Vehicle every time he/she leaves the Vehicle. Otherwise, the insurance company will not bear the costs arising out of a theft of the Vehicle and, consequently, such costs shall be borne by the lessee.
- The lessee undertakes to treat the Vehicle appropriately and with due diligence and care.
- The lessee shall be liable for all road traffic offenses and penalties. The lessee is materially and criminally responsible even after the rental period, regardless of when the notification for a driving offence/offences or penalty/penalties is received.

9. DEFECTS AND ACCIDENTS

The lessor bears the costs of repair in case of Vehicle or equipment defects due to wear or technical error, whereas the repairs are carried out and paid for as agreed with the lessee. Any interference with the Vehicle with no prior consent from the lessor is forbidden and any costs for such interference will not be recognized.

In case of Vehicle defects the lessee must immediately inform the lessor (phone number: + 386 31 710 507) and they will then together decide on further actions (assistance, repairs, service, payment, etc.). If the defect was not caused by the fault of the lessee and the lessee remedied the defect at an appropriate auto repair shop, he/she must present at the time of returning the Vehicle the original invoice, issued on the name of the lessor. Only in such case the lessor will reimburse the lessee for the costs incurred.

The lessor is not obligated to substitute the Vehicle with a spare vehicle in case of defects. The lessee has the right to all benefits and compensation of his/her costs, granted by the roadside assistance provided by Zavarovalnica Triglav d.d.

In case the reserved Vehicle is defected or damaged to a degree that it cannot be prepared in time for the rental, the lessor is not be obligated to substitute the reserved Vehicle with a spare one. Such cases will be addressed individually in accordance with lessor's options (repayment of the prepaid amount, rental at another rental period, etc.).

In case of a traffic accident the lessee shall:

- Immediately notify the lessor and report the accident to the police (which is competent in the state where the accident has occurred) regardless of the cause and type of the accident (traffic collision, theft, burglary of the Vehicle, damage to the Vehicle in parking lots, damages to the Vehicle by unknown person, etc.),
- Fill out the form »European Accident Statement«,
- Provide and sign a written statement of no alcohol intoxication,
- Hand over the relevant documentation, European Accident Statement and a sketch of the damages to the Vehicle to the lessor. Names and data of all persons concerned in the accident shall be stated in the accident report.

The lessee will provide full compensation if the insurance company denies the claim by the fault of the lessee. In case the insurance company covers the damages, the lessee will pay the 1% insurance deductible, which will be deducted from the security deposit.

If, in case of a traffic accident, alcohol intoxication or gross negligence is determined, the comprehensive insurance will not cover the damage and thus all repair costs and lost gains (lucrum cessans) shall be borne by the lessee.

10. SECURITY DEPOSIT

At the time of the collection of the Vehicle the security deposit in the amount of EUR 400.00 shall be made. The security deposit covers:

- The 1% insurance deductible and loss of bonus in case of realization of insurance risk,
- Missing or damaged equipment,
- Causes, arising out of failure to comply with the general terms, rules, law and other regulations.

If the Vehicle is returned in perfect condition, the security deposit will be returned to the lessee's bank account within 8 (eight) days.

In case the incurred damage or the rental extension charge is higher than the amount of the security deposit, the lessee is obligated to pay the outstanding amount immediately or at the time of receipt of the invoice for the damage incurred, which will be transmitted by the lessor.

The lessor keeps the security deposit and has the right to reimbursement of costs as well as lost gains (lucrum cessans) in the following cases:

- The damage is caused intentionally or negligently;
- The damage incurred due to alcohol intoxication or under the influence of drugs or other psychoactive substances and medicine, which may, according to the instructions for use, affect driving ability;
- The lessee fails to inform the lessor and to return the vehicle one day after the expiry of the rental period;
- In all other cases as provided by this Agreement and the General Terms.

The lessee undertakes to repay the lessor the loss of bonus, the lost gains (lucrum cessans) and all costs, incurred due to lessee's omission of due care, negligence or failure to comply with the provisions of this Agreement and the General Terms.

11. TERMINATION OF RENTAL

In case of a written termination of the reservation or rental of the Vehicle by the lessee, the lessor has the right to reimbursement due to termination of rental. The amount of the reimbursement depends on the time of submission of the termination.

The reimbursement of losses due to termination of rental of the Vehicle comprises of administrative costs of termination in the amount of 10% of the aggregate value of rental charge and the amount, which depends on the number of days between the submission of written termination and beginning of the rental period. If rental is terminated by the lessee:

- More than 25 days prior to beginning of the rental period – the lessor will keep the security deposit as well as 10% of the aggregate value of the rental charge;
- From 25 to 10 days prior to beginning of the rental period – the lessor will keep the security deposit as well as 60% of the aggregate value of the rental charge;
- Less than 10 days prior to beginning of the rental period – the lessor will keep the security deposit as well as full aggregate value of the rental charge.

If the lessee fails to collect the Vehicle at the time specified in the Reservation Confirmation, the rental will be deemed as terminated for the reserved rental period. The lessor will in such case retain the right to keep the full aggregate value of the rental charge.

If the lessee terminates the rental at his/her request before the end of the rental period as specified in the Agreement the lessor shall not be obligated to return the payment in the amount for the outstanding (unused part) rental period of the Vehicle.

If rental is terminated in the event of demonstrable force majeure (death or illness requiring hospitalization or regular medical care – confirmed by an attestation of the attending doctor) by either the lessee or the lessor, the compensation shall be charged in the amount of 10% of the predicted value.

The lessor will charge the administrative costs for the termination of rental of the Vehicle even if the lessee himself/herself finds a substitute lessee.

12. UNAUTHORIZED USE OF THE VEHICLE

The lessee undertakes to use the Vehicle solely and exclusively for tourism purposes and not in any way for activities prohibited by the law.

The lessee is prohibited from using the Vehicle:

- For commercial transportation of people and goods;
- For participation in auto racing and vehicle testing;
- For driving and hauling other vehicles or loads;
- If under the influence of alcohol, drugs or other medicine or substances;
- If the vehicle is not in running order or is overloaded with passengers, luggage or goods;
- Exceeding the speed limit;
- For illicit purposes (such as customs offence);
- For transportation of highly flammable, explosive, combustible, toxic or hazardous substances and animals;
- For transportation of weapons, drugs and the like;
- For renting to sublessees;
- For driving through war zones or other endangered areas

13. DRIVING ABROAD

The lessee shall notify the use of the Vehicle outside Slovenia and specify all states through which the lessee wishes to travel to the lessor at the time of concluding this Agreement.

For travelling to non-EU countries the lessee is obligated to obtain the owner's permission to drive the vehicle third party.

If the lessee wishes to use the Vehicle abroad after signing this Agreement, the lessee will inform the lessor about all states through which he/she wishes to travel.

The lessee shall also immediately notify the lessor of any changes thereof.

The lessor must inform the lessee about his decision and the lessee shall comply with it. If the lessee does not comply with the lessor's prohibition of using the Vehicle abroad, the lessee will be deemed to have misappropriated the Vehicle and the lessor will have the right to notify the police and other competent authorities.

If the Vehicle stays abroad overnight, the lessee will park the Vehicle according to the rules and regulations applicable therein.

The lessee explicitly declares to be informed about the Act on amendments to the Hospitality and Catering Industry Act (»Zakon o izmjeni Zakona o ugostiteljskoj djelatnosti«) valid from 1 May 2009, according to which it is prohibited to camp (meaning, inter alia, a sojourn in the Vehicle or parking the Vehicle outside of places where the parking of vehicles is authorized) outside camping areas. Failure to comply with such prohibition is a misdemeanour for which a fine will be imposed. If a person is camping on private land (i.e. land not owned by the state, municipality or city), the tourist inspector bans such person from camping for 60 days, whereas such decision will be implemented by sealing off the camp equipment (i.e. the Vehicle). Unsealing the Vehicle is considered a criminal offence. The lessee undertakes not to violate the above-mentioned Act in case of the use of the Vehicle in Croatia. In case of violation the lessee is liable for all incurred damages, including the reimbursement of the lessor's lost gains (lucrum cessans) due to unavailability of the Vehicle in the time the Vehicle is sealed off, costs of transporting the Vehicle to the

lessor after unsealing, damages to the Vehicle, which occurred in time the Vehicle is sealed off, due to vandalism, burglary, theft, ingress of water, rodents or any other damage incurred by the lessor that derives from violation of the above-mentioned Act.

14. FIRE OR THEFT

The lessee is not liable for the damage to the Vehicle that derives from fire, theft or attempted theft, unless the lessee is himself/herself liable for incurred damages. In case of fire, theft or attempted theft the lessee must immediately report the damage to the police or other competent authorities; otherwise the lessee shall be himself/herself liable for all incurred damages.

15. PERSONAL DATA PROTECTION

The undersigned agrees that the lessor may:

- Use his/her personal data for fulfilling contractual obligations and enforcing rights arising out of the contractual relationship;
- The lessee gives explicit consent to the lessor to supply his/her personal data in case the lessee fails to fulfil his/her obligations arising out of this Agreement;
- Store data for 10 years.

16. COMPETENT COURT

In case of non-compliance with the provisions of this Agreement or in case of any dispute, the court in Domžale will have jurisdiction.