

# STANDARD TERMS AND CONDITIONS OF RENTAL

## I. GENERAL

Anterra d.o.o. - Hertz Franchisee (referred to as "Hertz" in this document) rents the vehicle identified overleaf to you as a Renter subject to the terms of the Rental Agreement (referred to as "RA" and/or "Contract" in this document) and subject to these Standard Terms and Conditions of Rental (referred to as "Terms" in this document). By personally signing the RA Renter confirms and accepts these Terms as the integral and obligatory part of the Contract as well as other relevant documentation presented to and signed by the Renter who also confirms compliance with all Contract conditions and renounces the possible complaint and/or claim of unawareness of the Renter's rights and obligations in this Contract.

### MEANING OF TERMS

**HERTZ** – limited company Anterra d.o.o./Hertz Franchisee which provides the vehicle rental

**RENTER** – private/physical person or a company/legal person recipient of the rental of the vehicle from HERTZ

**VEHICLE** - a moving motorized vehicle rented to the Renter by Hertz, as described in the RA/Contract, including all vehicle parts, obligatory spare parts and equipment, keys, registration, insurance and other documents and manufacturer's instructions, and any additional or optional equipment.

## II. VEHICLE DELIVERY AND RETURN

By signing this Contract the Renter confirms acceptance of vehicle in a good and roadworthy condition, including all the listed equipment and documentation. Renter accepts the obligation to return the vehicle to Hertz in the same condition, subject to fair wear and tear relevant to the number of kilometres driven during the Contract period of rental. Any existing vehicle damages are summarized in the Hertz document "Pre/post Rental Inspection" which is presented to the Renter at the beginning of rental, and the Renter undertakes the responsibility for any new damage to the vehicle detected at the end of the rental period.

Renter is obliged to return the vehicle to Hertz at the location and not later than the time/date specified in the RA. In case of a delayed return, the new period of rental will be charged according to the regular current Hertz tariff. If the vehicle is returned outside normal Hertz business hours Renter must seek and receive Hertz approval in advance and must comply with the out-of-hours vehicle return instructions for that location. Renter remains fully responsible for the vehicle until the location re-opens for business and the Hertz representative locates and inspects the vehicle. If the vehicle is returned to a place other than the Hertz rental location, or Hertz agrees to collect it from such place, the Renter remains fully responsible for the vehicle until it is collected by the authorized Hertz representative.

Hertz reserves the right to repossess the vehicle at any time without advance demand notification and at Renter's expense should the vehicle be used in breach of any part of this Contract, in which case Renter is also responsible for any losses incurred by Hertz.

## III. CONDITIONS OF USE

Renter undertakes the obligation

- to use the Vehicle in accordance to the contracted terms and conditions, for own purposes only, and with due care and attention of the vehicle as per the manufacturer's instructions during the whole rental period; especially using the correct fuel and regularly checking of the tyres, oil and other fluid gauges, refilling as necessary and at least after each 1000 (one thousand) kilometres driven counting from the rental commencement;

- to use the Vehicle in a responsible manner, look after it as appropriate, and make sure it is locked, secure and parked in a safe place when not in use, whilst removing any visible valuables.

- not to carry persons or cargo for remuneration; or use the Vehicle for sub-renting; not to tow or push any vehicle, trailer or other objects; not to drive off-road or on unsuitable roads; in a race, test or contest; not to overload the Vehicle with passengers and/or baggage; not to drive and/or use the Vehicle in contravention of any traffic or other regulation, or for any illegal purpose as such.

- not to drive the Vehicle outside the borders of the Republic of Croatia without prior written authorisation by Hertz; not to drive the Vehicle in any countries and/or geographical areas which Hertz defines as restricted; not to allow for the Vehicle to be driven by any person other than Renter unless such person has been previously designated as an additional driver and authorised by Hertz in a written form.

- to fulfill all legal conditions for driving the motor vehicle, especially to be in possession of all the necessary documentation for driving the motor vehicle in accordance to the valid legal regulations in the Republic of Croatia, and to present the original of such documents to Hertz for inspection, and allow Hertz to make and keep a copy of any such documentation for the purpose of complying with relevant legislation.

- and accepts responsibility for any damages or cost to Hertz resulting from violation of terms and conditions of the Contract, also resulting from using the vehicle against the terms and conditions of the Contract and purpose of the Vehicle rental, in which case the Renter is advised that the insurance benefits and any contracted insurance excess benefits may be also jeopardized.

## IV. CHARGES

Charges stated overleaf on the RA front page are as agreed between us as contracted parties at the start of the rental and include Renter's obligation to pay these and other charges resulting from and arising during the rental period (such as, but are not limited to – vehicle damage, traffic or parking fines, special collection or late return of vehicle, fuel and refueling service and other).

By signing the RA/Contract the Renter states and confirms to be aware of and agrees with the obligation to pay all charges in full, as per the final RA calculation by Hertz. By the same signature the Renter confirms an agreement for the same designated credit card(s) to be debited by Hertz with the full value of the final calculation and that the same signature qualifies for the purpose of the so called "Signature-on-File/SOF" credit card transaction without the necessity of a physical presence of the cardholder at the time of charge being authorized and/or applied. Renter or a driver or any other person guaranteeing payment of rental and/or other charges that arise during the rental hereby unconditionally agree that their credit card may be charged by any amount up to the total amount due according to the final calculation and invoice(s).

## V. RESPONSIBILITY FOR THE LOSS, THEFT OR DAMAGE TO THE VEHICLE

Renter is responsible to Hertz for all losses, damages and costs incurred should the vehicle is lost, stolen or damaged during the period of rental. Renter's liability includes the cost of repairs, loss in value of the vehicle (this could extend to the full value of the vehicle), loss of rental income during period of repair or replacement of the vehicle, towing and storage charges and an administration charge which recovers our costs for handling any claim arising from the damage caused to the vehicle. Renter's responsibility for the stated damages may be reduced by applying the benefits of the insurance excess waiver as described in paragraph VI. of these Terms. These may be void if the Renter does not comply with the contracted responsibilities and obligations undertaken as per this Contract, or in case of violation of any of the terms and conditions of this Contract.

## VI. INSURANCE AND WAIVERS

A) Third party liability insurance

Hertz contracts this obligatory insurance policy for all vehicles; as per the legal requirements in the Republic of Croatia and protecting the Contracted parties against liabilities towards a third party. Should the Renter violate terms and conditions of this Contract and in particular those of the Insurance Policy, Hertz reserves the right of recourse and recovery from the Renter of the amounts paid by Hertz to a third party or their insurance company.

B) Collision Damage Waiver (CDW), Theft Protection (TP), Excess Waiver (SuperCover-SC)

CDW and TP insurance products limit the Renter's liability to the amount of Excess as stated on the RA front page. By contracting purchase of the SuperCover (SC) product, the Renter reduces this potential liability to zero.

Our waivers (CDW/TP/SC) exclude any coverage for lost keys or vehicle documents, burnt clutch, damage to wheels and tires, damage to vehicle undercarriage, any damage due to lack of liquids and/or oil or a result of usage of incorrect fuel, damages to the interior of the vehicle including such state of the interior requiring dry-cleaning process for removal of stains and other; or any other damage caused by careless usage of the vehicle. Our waivers also do not extend to the accessories (e.g. navigation units, child seats etc.) which are charged for replacement if lost or damaged.

None of the above insurances and waivers are valid should the Renter be in breach of any of the RA/Contract terms and conditions, making the Renter responsible to Hertz for loss of or damage to the vehicle resulting from neglect or negligence, incorrect operation of the vehicle against manufacturer's instructions, violation of the Contract terms or traffic or other regulations, violation of the insurance policy terms and conditions and similar.

C) Personal Accident Insurance (PAI)

Renter may purchase this optional insurance product which provides extra protection and certain benefits for the driver and passengers in the Vehicle with respect to accidental death or injury during the rental. The terms and conditions applying to PAI are as per the Hertz insurance company regulations.

All of the above stated insurances and waiver products are available and apply exclusively to the authorized driver and any such authorized person using the Vehicle, as stated overleaf and with our written authority.

## VII. PROCEDURE IN CASE OF AN ACCIDENT, THEFT OR DAMAGE TO THE VEHICLE

In case of an accident in which someone has been injured or any of the vehicles involved have major defects and damages, Renter must immediately report such an accident, loss, damage or theft involving the rented Vehicle to the nearest Police Station and also advise the Hertz office without delay. In case of a minor damage police presence is not obligatory, but the Renter and any other party involved in the accident must complete and co-sign the standard European Motor Accident Report form. In case the other party does not wish to sign this form or exchange the usual insurance policy and personal data, or leaves the site of the accident prematurely or in case of a reasonable doubt that the other party is in any way or form in violation of the traffic or other legislation, the Renter should call the police immediately and request their urgent attendance. The Police accident report/protocol, duly signed and validated must be obtained by the Renter and handed to Hertz as soon as possible, together with the "Vehicle Accident/ Driver Report" and the European "Accident Statement" form.

In case of an accident and/or damage to the vehicle without participation of known third parties, persons or vehicles, the Renter must advise the Hertz location where vehicle has been rented from and follow further instructions, and in any case personally complete the "Vehicle Accident/Driver Report" form at the time of returning the vehicle to Hertz.

In case of a theft of the Vehicle or parts of the Vehicle, the Renter must immediately report this to the nearest Police station and to Hertz, also obtain the Police report/protocol and hand this to Hertz at the earliest convenience.

Under no circumstances should the Renter admit any liability, release any party from liability, settle any claim or accept any disclaimer in the event of an accident, but should take names and addresses of all other parties involved as well as of any witnesses. The Renter agrees to co-operate with Hertz and with the Hertz insurers in any investigation or subsequent legal proceedings in respect of the accident or damage to or theft of the rented Vehicle.

The Renter must not in any instance perform any service or repair or any other changes to the Vehicle without the advance written authorization from Hertz.

## VIII. PERSONAL DATA

By signing this RA/contract the Renter acknowledges that personal data will be stored in the Hertz records. Renter also consents to this information being used and shared with third parties for the purposes of the Hertz legitimate interests, especially for protection of assets and credit control purposes.

## IX. LOSS OF PERSONAL PROPERTY

Hertz shall not be liable to the Renter or any other driver or passenger for loss of or damage to property left in the vehicle or at any of the Hertz properties. By signing this agreement Renter expressly waives all claims towards Hertz for such loss or resulting damages.

## X. OTHER CONTRACT PROVISIONS

Contracted parties will aim to resolve any disputes relating to this RA/Contract amicably, if this was not possible the contracted parties agree to the jurisdiction of the court in Zagreb-Croatia and the exclusive jurisdiction of the Croatian law. This Contract is concluded in accordance with the valid Croatian legislation, if during a dispute any part of this RA/Contract is held by the Court to be illegal or unenforceable under applicable law, it shall be considered to have been deleted, leaving the remainder of the RA/Contract in full force and effect.