

GENERAL VEHICLE RENTAL TERMS AND CONDITIONS

General Provisions

1. "Lessor" – trade: MOTO ANDRO, trade business for services, owner Andrei Jeličić with headquarters at address: Put Duja 16, 21000 Split, Croatia, OIB: 39426721142.
2. "Lessee" – natural (physical) or legal person who or on whose behalf the vehicle is rented. In the vehicle rental contract listed as "Invoice for" and is responsible for compliance with all points of these General Vehicle Rental Terms and Conditions, and Rental Contract.
3. "Rental Contract" – individual contract that is signed when taking over the vehicle in the lease in which the use of the vehicle is approved, defines the collection and return of the vehicle, insurance included in the rental price, method of paying the rental, treatment in case of vehicle damage and other rights and obligations that both contracting parties fully accept with their signature.
4. The "Vehicle Condition Form" ("Damage report") contains information on the condition of the mileage, amount of fuel and damages and possible defects on the rented vehicle.
5. The Vehicle Condition Form (Damage report) and General Rental Terms and Conditions are considered an integral part of vehicle Rental Contract.
6. "Driver" – natural person listed in the Rental Contract as "User" who signs the Rental Contract and takes over the vehicle, responsible for complying with all provisions of the Rental Contract.
7. "Additional driver" – natural person specified in the Rental Contract as "Additional driver" to whom vehicle driving is approved and is responsible for compliance with all the rules, regulations and conditions of the Rental Contract.
8. "User" – Lessee, Driver and Additional Driver in the following text of the General Rental Terms and Conditions are designated by the single word "User".
9. "Unauthorized User/driver" – any person who is not specified in the Rental Contract as the authorized User of the vehicle, as well as a person who does not meet the prescribed conditions for driving respective vehicle class and category or her authorization/driver's license was revoked or suspended.
10. "Vehicle" – the vehicle specified in the Rental Contract.
11. Currently valid General Rental Terms and Conditions of MOTO ANDRO, trade business for services, vl. Andrei Jeličić OIB: 39426721142 are highlighted in the Lessor's Office as well as on the official lessor website: <https://www.motoandro.com/en/>
12. The driver and additional driver can be:
 - a person of 18 and over 18 years of age with a valid and required driver's license A and A2 category (depending on the vehicle model)
 - persons who have a valid credit card accepted by the Lessor and used by the User guarantees the obligations that may arise from the rental and in connection with the rental of the vehicle in accordance with these Terms and Conditions and

Rental Contract

When renting a vehicle, the User is obliged to present to the Lessor the originals of valid documents (identity card or passport and driver's license) as a prerequisite for renting a vehicle.

13. The driver and the additional driver undertake to:

- return the taken vehicle with all associated accessories and equipment in the place and by the deadline determined by the Rental Contract, or at the request of the Lessor,
- take care of the technical correctness of the vehicle,
- properly maintain and protect the vehicle conscientiously.

14. The User may not make any changes to parts, assemblies or devices on the vehicle, without prior consent of the Lessor.

15. The costs of fuel used during the rental are borne by the User, i.e. the amount of fuel at the return of the vehicle must correspond to the level at which the vehicle was picked up. The lessor provides the vehicle with a full tank.

16. The driver who takes over the vehicle on behalf of the Lessee of a legal entity and signs the Rental Contract, guarantees that it has the authority to do so and is responsible with that legal entity for compliance and fulfillment of all obligations from the Rental Contract.

17. The General Vehicle Rental Terms and Conditions are applied to each signed Rental Contract as a supplement to the Rental Contract. General Vehicle Rental Terms and Conditions are an integral part of every Rental Contract.

18. The Lessor obliges to deliver the vehicle to the User after concluding the Rental Contract, which meets the legal conditions for renting, in technically correct condition and with its own necessary documentation, accessories and mandatory equipment.

19. By signing the Rental Contract and Vehicle Condition Form, the User confirms that he/she takes over the vehicle in good condition, with the associated equipment and the necessary documentation, and agrees with the price and General Rental Terms and Conditions.

20. When taking over the vehicle, the User is obliged to check the condition of the vehicle in the usual way and additional equipment and report defects to the Lessor, if any, who is obliged to report and record them in the Vehicle Condition Form (Damage report).

21. When returning the rental vehicle, the Lessor is obliged to inspect the vehicle with the User, register visible defects, if any, and inspect the vehicle's equipment.

22. The User is obliged to return the vehicle with the associated documents and additional equipment (if he borrowed the same at the beginning of the lease).

23. Damage/loss of documents, keys, license plates or some of the equipment is not covered by any standard or additional insurance and the User is responsible for the damage which results from it.

24. If the User does not return or damages any of the items not listed in the table below, the User will be charged for the cost according to the valid price lists on the day the vehicle is returned according to the amounts in the table (VAT included).

- VEHICLE TRAFFIC PERMIT
- REGISTRATION PLATES
- VEHICLE KEY

25. Pickup and return of the vehicle is possible during office working hours at the lessor address, Put Duja 16, 21 000 Split, and collection and return outside working hours is charged according to the valid price list.

26. If the User returns the vehicle outside the working hours of the Lessor's office, the User is responsible for the vehicle until the time it is inspected by the Lessor's employees.

27. In case of returning the vehicle outside working hours, the User is responsible for any vehicle damage, parking and traffic violations and similar penalties until the time when it is inspected by Lessor employees.

Vehicle use and User obligations

28. The User obliges:

- a) to return the vehicle to the place and within the period determined by the Rental Contract, in good condition, with equipment and by the amount of fuel in which he took it (full tank).
- b) to personally request an extension of the agreed rental period from the Lessor, at least 24 hours before the end of the rental period itself; otherwise, it will be considered that the User is illegally appropriated the vehicle (vehicle theft).
- c) not to use the vehicle for driver training, transportation or towing of other vehicles or trailers, for paid passenger transport, for racing, endurance tests, speed tests; for illegal purposes (e.g. for committing criminal offences, customs and foreign currency offences).
- d) that only he will use the vehicle, for his own needs and in accordance with the purpose of the vehicle.
- e) not to give the vehicle to unauthorized users and third parties.
- f) to use the vehicle properly and treat the vehicle with conscientious host care
- g) smoking is not allowed on the vehicle.
- h) after leaving the vehicle, always lock it, and take the keys and vehicle documentation and always have them under personal control.
- i) to drive only on public roads, respecting all traffic regulations and traffic regulation.
- j) to take care of the regular technical correctness of the vehicle, i.e. regularly check the fluid for cooling, oil, tire pressure, etc.

- k) not to make any modifications to the vehicle.
- l) bear all expenses related to vehicle operation: fuel, road tolls, bridge tolls, parking fees, misdemeanor fees and other similar fees.
- m) not to transport or allow the transport of more passengers or goods than the maximum allowed in the vehicle specified in the traffic license of the respective vehicle.
- n) Announce the departure from the Republic of Croatia, the number of days that will be outside the Republic of Croatia and countries where the vehicle will be driven.
- o) not to assume any obligations on behalf of the Lessor regarding the vehicle and its use and drive.
- p) not to rent or lend the vehicle to third parties.
- q) not to use the vehicle under the influence of alcohol, tranquilizers, sleeping pills, barbiturates, narcotics, hallucinogenic and other drugs.
- r) not to use the vehicle under the influence of alcohol, tranquilizers, sleeping pills, barbiturates, narcotics, hallucinogenic and other drugs.
- s) comply with speed limits and other traffic rules determined by the law of the country in which the vehicle is driven.
- t) not to overload the rented vehicle with people or cargo beyond the permitted maximum weight.
- u) the condition of the motorcycle or scooter must be the same as before the rental (any damage caused, regardless of whose fault it is, for example hail, oil on the road or a similar accident) will be seen as damage to the vehicle that needs to be paid for. The rented vehicle must be insured by the user, for example against bad external influences or an accident, and the user must react adequately in that case (if the user does not know how to react, immediately call MOTO ANDRO who will be happy to help and react immediately to protect the user and the vehicle). If there is any change to the vehicle and damage of any kind, then it is charged or deducted from the deposit.

29. If the User doesn't obey any of the mentioned provisions from Article 28 of these General Terms and Conditions, he is obliged to compensate the Lessor for any and all damage that would occur to him for this reason, the amount of which will be determined by the Lessor.

30. Lessee -legal entity exceptionally, with prior written notice and consent of the lessor can give the rented vehicle to his employee as a driver, who satisfies all prescribed conditions from Article 12 of these General Terms and Conditions, and in that case it is obligatory to inform him/ her with these general Rental Terms and Conditions and the driver's responsibilities, which in no way diminishes the responsibility of that legal entity for compliance with these Terms and Conditions and the Rental Contract.

31. The User obliges during the rental:

- a) to apply all reasonable attention, i.e. the attention of a conscientious host/businessman while driving and parking the vehicle.

- b) to maintain the coolant in the vehicle at the prescribed level.
- c) to maintain the oil in the vehicle engine at the prescribed level.
- d) to use only the type of fuel specified for the respective vehicle (minimum eurosuper 95).
- e) to keep the tire pressure at the correct level.
- f) not to change the data on the speedometer or odometer.
- g) if the light on the instrument panel of the vehicle signals or the User considers that the vehicle requires mechanical inspection or repair, stop driving and notify the Lessor immediately.
- h) to ensure that all drivers who are authorized to use the vehicle during the rental period are fully familiar with and aware of the provisions of the Rental Contract and these General Terms and Conditions.

Lease extension

32. In case the User needs the vehicle longer than the agreed rental period, the User is obliged to inform the Lessor about this, at least 24 hours before the end of the lease, and get the written consent of the Lessor.

33. The User must come to the Lessor's office, extend the Agreement, give an additional guarantee if necessary, sign and take over the Rental Contract with the newly agreed vehicle return date.

34. In case of non-fulfillment of these conditions, it is considered that the user has illegally appropriated the vehicle.

In this case, the Lessor reserves the right to use all legal measures to prevent the User from seizing the subject vehicle.

If the User acts contrary to Articles 32 and 33 of the General Rental Terms and Conditions, it will be considered that the User has illegally appropriated the vehicle.

35. If the User returns the vehicle after the date specified in the Rental Contract, the Lessor will perform a new calculation of vehicle rental prices.

Paying rent

36. When concluding a Rental Contract, the User must deposit a security deposit in cash to the Lessor. Car rental can be paid by credit card or cash.

38. The owner of the credit card must be present when picking up the rented vehicle, and his data must be specified in the Rental Contract as User.

It is not possible to use a credit card as a payment guarantee without the presence of the credit card owner.

39. The User of the lease is obliged to pay the basic price of the lease and all additional services used, as well as all additional service fees and costs specified in the Rental Contract.

40. The following can be used as a means of payment: credit card, electronic/debit card (MAESTRO or VISA electron), cash or transaction payment (with prior consent of the Lessor).

41. If the User pays his vehicle rental expenses with a credit card, the User authorizes the Lessor with the signed Rental Contract, to charge the rental costs directly to the credit card issuer and without a slip form.

The User agrees that, at the expense of his deposit, the Lessor charges all repair costs, defects or loss that are discovered after the vehicle has been returned, which the User didn't report to the Lessor in accordance with the vehicle return procedure.

42. If the User settles his vehicle rental obligations on the basis of the submitted offer of the Lessor, the User is obliged to pay the indicated amount within deadline and under the conditions indicated on the bill.

43. The User obliges to settle the bill the latest at the time of returning the vehicle according to details specified in the Rental Contract. The amount is paid in accordance with the actual rate at the time of signing the Rental Contract. In case of late payment, statutory default interest and reminder costs are charged.

44. By signing the Rental Contract, the User accepts that all items of the contract must be paid by:

- the hirer
- the driver – in case the hirer refuses to pay the obligation under this contract in whole or in part the vehicle rental
- the additional driver - in case the hirer or the driver refuses to pay the obligation in whole or in part this vehicle Rental Contract

45. The calculation of all items of the Vehicle Rental Contract will be done in Euros (EUR). In case of currency conversion, the middle exchange rate of the Croatian National Bank will be used.

46. The User obliges to protect the interests of the Lessor and his Insurance Company (insurer) in case of an accident by:

- recording the personal data of the accident participant (name, surname, ID number, address, personal identification number identity cards, driver's license number, vehicle owner, vehicle insurance company, AO policy number...).
- securing or removing the vehicle before leaving it.
- notifying the nearest police station and the Lessor about the damage (if it is even minor) as soon as possible and obtain a police record/certificate about the damage to the vehicle.
- immediately calling and waiting for the arrival of the traffic police to carry out an official inspection and to inform the Lessor's office (where the vehicle has been rented) about it, in case of damage or if there are injured persons in the accident, as in all cases of obvious guilt of other persons.
- when returning the vehicle, attach all police damage/accident reports as well as breathalyzer results.

- when returning the vehicle, fill out the Lessor's standard damage statement and attach copies of the driver's license (on both sides).

If the Lessee fails to take the above steps in case of an accident, he/she is responsible for all the consequences and damages that the Lessor would suffer from and will be charged for the full amount of the damage.

47. If the vehicle, which was involved in a traffic accident, is damaged, broken or requires repair or rescue, and if it is no longer technically correct, regardless of the cause, the User must immediately inform the Lessor about the incident and fill out a report on the incident/damage, and insure the vehicle against deterioration and even greater damage.

48. The user must not organize or undertake any repairs without written approval of the Lessor, except to the extent necessary to prevent further damage to the vehicle or other assets.

If the vehicle requires repair or replacement, the decision to provide another vehicle to the User belongs independently to the Lessor.

49. In case of a traffic accident or vehicle theft/disappearance, the User is obliged to call immediately the police and request a record of the event.

50. The cost of registering and recreating the lost accompanying documentation for the vehicle is charged to the User according to the valid Decision of the Lessor (see article number 24 of these General Rental Terms and Conditions).

51. The Lessor will compensate the User for the necessary costs for oil, lubricant, regularly servicing and light repairs, which occurred during the rental, if the costs were incurred in addition prior notification and written approval of the Lessor, except for the costs of washing the rented vehicles, all on the basis of the invoice presented upon payment. The invoice must be issued by the Lessor and will be approved by the Lessor.

If it is determined that the User has unjustifiably or unnecessarily replaced some assembly, part or device on the vehicle, the Lessor will not pay the User the value of that part, assembly or device.

In order to reimburse the aforementioned costs, the User must obtain the consent of an authorized person by the Lessor, otherwise compensation will not be recognized.

52. The User agrees to keep the vehicle in good condition and regularly check the engine and oil, as well as coolant level, and tire pressure. The User is held responsible for settlement of all damage caused by insufficient maintenance of the vehicle.

53. In case that the rented vehicle during the rental period reaches its mileage, scheduled regular service or the vehicle automatically signals this with a message on the instrument panel, The User must inform the Lessor and make the vehicle available so that it is possible to perform the service. The Lessor makes a replacement vehicle available to the User if so agreed.

54. The User agrees that he/she took over the vehicle in technically correct condition and with all the necessary equipment and is obliged to report to the Lessor as soon as possible any circumstance which affects/changes that status, such as worn tires, damaged bodywork (e.g. rearview mirror...), burned out bulbs and the like... that is, everything else that significantly affects driving safety.

If the User fails to do so, he/she is responsible for all the consequences that could arise to the Lessor from that failure.

55. The User is obliged to treat the vehicle with the attention of a conscientious businessman which includes the following: to notify the Lessor immediately of any signal warnings on the vehicle, such as for service, high temperature in the engine, the sound of scraping tiles, traces of oil dripping underneath the vehicle... Otherwise, the User will be held responsible for all the consequences of that omission in legal and financial sense.

Insurance/Coverage and Damages

56. All the vehicles are insured against liability for damage caused to a third party.

57. When returning the vehicle, the Lessor's employee will inspect the vehicle, determine the damage and compare them with the Vehicle Condition Form when picking up the vehicle and charge the User the amount of damage in the amount of the deposit left. If the amount of damage exceeds the amount of the deposit, the Lessor will take over the entire deposit.

58. If the vehicle has such damage, that it is not possible to immediately assess the height of the new damage, an official estimate of the amount of vehicle repair will be requested and it will be the basis for treatment of the User.

59. RA (Road Assistance) - allowance for technical help/assistance on the road RA implies the organization by the Lessor of assistance on the road in case of immobility of the vehicle during duration of the vehicle rental.

The Lessor's obligation is:

- to provide all the necessary help/assistance after the User has contacted him via the technical services number of the Lessor.
- if necessary, organize a towing service for an immobile vehicle to the nearest service station / offices of the Lessor (the cost of the towing service is covered by the Lessor).

In the case of the User's fault for immobility of the vehicle (incorrect fuel, punctured/destroyed tire, damaged vehicle clutch, lost vehicle keys, and damage to the vehicle which caused immobility...) this cost will be charged to the User in accordance with these General Rental Terms and Conditions.

60. CB (Cross Border) - permit for crossing the border of the Republic of Croatia The Lessor's vehicles are allowed to go outside the borders of Republic of Croatia (RH) and movement within countries of the European Union with notification to the Lessor.

The User is obliged to inform the Lessor when renting the vehicle about going out with the vehicle of the border of the Republic of Croatia. If the Lessor approves the departure of the vehicle outside the Republic of Croatia, the same should be stated in Rental Contract.

If the User does not inform the Lessor about leaving the Republic of Croatia with the vehicle, the User will cross the border with the vehicle at own risk, in which case the insurance, which the User has chosen at the conclusion of the Rental Contract, is not valid.

If the User announces to the Lessor that he/she is leaving the Republic of Croatia and the European Union countries by vehicle and the Lessor approves it, the Lessor states it in the Rental Contract and gives the green card to the User.

61. Loss of right to liability limitation and loss of insurance rights All damages caused to the vehicle intentionally and by gross negligence of the User are not included in any type of insurance/coverage and will be charged to the User as such the full amount if:

- a) The User drove the vehicle under the influence of alcohol, drugs or narcotics.
- b) The User drove the vehicle when it was unsafe or unfit for driving, and that condition occurred during the rental period, which caused or contributed to the damage to the vehicle, and the User was aware or should have been aware of the unsafe or unfit condition of the vehicle.
- c) a mechanical breakdown, 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 engine damage or transmission system directly caused by any mechanical failure or fracture.
- d) there was damage to the vehicle due to a lack of engine oil, filling in the wrong oil or fuel, lack of gearbox or differential oil, cooling agents, as well as clutch or gearbox damage.
- e) vehicle used for races, driver training, endurance tests, speed tests, reliability testing, rally racing or competitions, or for testing and in preparation for anything of the above.
- f) The user failed, after leaving the vehicle, to take the keys and vehicle documentation and always have them under personal control, that is, when he is unable to present the keys and vehicle documents when returning the rental vehicle.
- g) used the vehicle contrary to its intended purpose.
- h) used the vehicle on ungraded roads.
- i) when the vehicle was driven by an unauthorized User/driver and any damage caused by the unauthorized user/driver.
- j) the vehicle was driven by a driver without a driver's license or a driver whose driver's license has been revoked or has been banned from driving motor vehicles.
- k) violated cross-border or territorial restrictions, i.e. if the User drove the vehicle outside the borders of RH, and did not notify the Lessor beforehand when reserving or picking up the vehicle, and received express permission for that.
- 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/she is responsible for.
- m) the vehicle is overloaded more than the manufacturer's specifications from the traffic license or there were more people than allowed in the vehicle.
- n) The user failed to stop the vehicle or stay at the scene after the accident and to provide a police record of the event in a situation where it is necessary to do so.

- o) there was a burst or damage to the tire or damage to the tire due to the use of the brakes.
- p) damage to the vehicle and/or the engine of the vehicle due to a collision at an inappropriate speed with a large volume of water on the road.
- q) damage caused by discharging the battery due to the User's fault.
- r) the vehicle was returned in an extremely messy condition and a non-standard vehicle wash is required.
- s) damage caused to the vehicle after the end of the contracted rental period, or after expiration of the approved lease extension.
- t) the vehicle was used to commit criminal offences and for other illegal purposes.

62. If the User contracts some insurance/coverage with any other legal or physical person behind Lessor's back, such insurance/coverage is not binding for the Lessor.

63. User's responsibility for missing parts, accessories, keys and vehicle documents, unless it is the result of a traffic accident, is not covered by benefits.

64. The User is considered responsible for his/her personal belongings left in/on the vehicle, and The lessor has no responsibility for the eventual disappearance of the same from the vehicle during the lease.

Documents

65. All vehicles are rented with the necessary documents and the User is responsible for these documents during vehicle rental period.

In case that the User loses documents, keys, registration plates, etc., the User will be responsible for the costs of making new ones at the prices defined by the Lessor's Decision/Price List (Article 24. of these General Vehicle Rental Terms and Conditions).

Cancellation of the Rental Contract

66. The Lessor has the right to terminate the Rental Contract and immediately take possession of the vehicle if The User fails to act or fails to act in accordance with any provision of these General Rental Terms and Conditions or if the vehicle is damaged.

Termination of the lease under this provision does not affect the Lessor's other rights under these General Rental Terms and Conditions and the Rental Contract.

69. The User is considered responsible for all traffic violations committed during the rental period.

In case the User does not pay these fines, the Lessor will charge them to the User, together with administrative costs.

69. The Lessor may, in case he receives a traffic or parking notice /violation/compensation committed during the rental period, inform the User and deliver the necessary information to the authority competent for issuing such notification.

69. The Lessor may charge the User an administrative fee in accordance with the applicable price list of The Lessor to cover the costs of processing and sending notifications about the User related with traffic and parking violations and fees to the competent authority.

70. In case the Lessor is obliged to pay traffic or parking fees violations, the Lessor will charge the User, meaning his account, for the amount of compensation paid, plus interest and other costs.

The Lessor reserves the right to charge the above mentioned costs without prior noticing the User.

State taxes, fees, etc. will be charged in accordance with the current legal regulations.

Personal/contact information/data protection (compliant with GDPR (EU) 2016/679)

71. The Material Provisions of this Contract represent confidential information in the sense of valid regulations.

72. The User is familiar with the General Terms and Conditions of the protection of personal data of the Lessor, and is informed that the Lessor collects personal data, which are specified in the General Conditions on Personal Data Protection.

73. The Lessor will use the data for the purpose specified in the General Conditions on Personal Data Protection and applies maximum technical, organizational and personnel measures of protecting personal data.

74. The User is aware that he/she has the right to withdraw his/her consent at any time by contacting the personal data protection officer at contact information that is publicly published on the Lessor Society website.

75. The Users are informed that the Lessor will deliver their personal data at the justified request of the authorized authorities.

76. The translation of these General Vehicle Rental Terms and Conditions into English is informative in nature, and in case of doubts, the only legally binding document is General Vehicle Rental Terms and Conditions in Croatian language.

77. In case of a dispute, the competent court in Split (Republic of Croatia) will act.

78. These General Vehicle Rental Terms and Conditions shall enter into force on June 15, 2024.