

Terms and Conditions - Avax rent a car (Fuerte d.o.o.)

These General Terms and conditions of Lease form an integral part of the Rental Agreement, and are applied to it entirely unless the derogation of some provision of the General Terms and conditions of Lease is prescribed by the special provisions of the Rental Agreement, in which case such special provisions from the Rental Agreement shall prevail.

1. GENERAL TERMS

1.1 Lessor - company Fuerte d.o.o., based in Split, Croatia at the address Obala Lazareta 3, VAT ID: 71550144918.

1.2 Lessee - a natural or legal person who or on whose behalf the vehicle is rented, signs the Rental Agreement on the basis of which he leases the vehicle and is responsible for compliance with all provisions of the General Terms and conditions of Lease as well as the Rental Agreement.

1.3 Driver - a natural person listed in the Rental Agreement as "Driver", signs the Rental Agreement on the basis of which he takes over the vehicle and is responsible for compliance with all provisions of the General Terms and conditions of Lease and the conditions of the Rental Agreement. The Driver who takes over the vehicle on behalf of the Lessee as a legal person and signs the Rental Agreement guarantees that he has the authority and is jointly and severally liable with that legal person for compliance with all provisions of the General Terms and conditions of Lease as well as the fulfillment of obligations under the Rental Agreement. One or a maximum of three drivers may be listed on the Rental Agreement.

Who can drive vehicle:

- Driver must be 22 years (If the Lessee is in the age range 18 -21 YOUNG DRIVER FEE in the amount of 10 € per day with a maximum of 87,50 € per rental will apply + PREMIUM insurance is obligate).

- If the Lessee is in the age range 71 - 80 SENIOR DRIVER'S FEE in the amount of 10 € per day with a maximum of 87,50 € per rental will apply.

- driver must be licensed to drive the requested type of Vehicle.
- driver must have full license held for minimum of 2 years with no major endorsements if not YOUNG DRIVER FEE will be applied.
- One Additional Authorized driver is free of charge every extra Authorized driver will be charged +2€ per day.

1.4 User documents

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

1.5 Rental Agreement – a contract signed prior to taking over the vehicle, defining the make, model and registration number of the vehicle, date of the collection and the return of the vehicle, rental price, payment method, additional equipment and services, insurance included in the price, treatment in case of damage and immobility of the vehicle and other rights and obligations that both contracting parties fully accept by concluding the Rental Agreement.

1.6 Vehicle Condition Report ("Check out / in the report") – an internal act of the Lessor that contains all relevant information about the vehicle before and after the rental period, especially the state of mileage and equipment, fuel amount, damage and any defects on the rented vehicle. The Vehicle Condition Report is considered an integral part of each Rental Agreement and the Driver is obliged to sign it before and after the end of the duration of the Rental Agreement.

1.7 Price List – an internal act of the Lessor containing the damage charges and fees for all vehicle make and models, which the Lessor in accordance with the Rental Agreement charges the User in case of scratches, dents and vehicle parts that need to be repaired/replaced; as well as rental prices of all vehicle models, additional insurance that the User may additionally contract when signing the Rental Agreement and equipment that is additionally rented as well as other fees charged by the Lessor.

1.8 Lessee's Statement of Damage to the Vehicle – an internal form of the Lessor which the Driver is obliged to fill in and sign if

during the lease there was a traffic accident or some other event, which resulted in any visible or invisible damage to the vehicle.

1.9 Statement of Consent – a statement signed by the User giving consent to the Lessor to collect and process his personal data in accordance with the General Data Protection Regulation for the purpose of fulfilling the obligations from the Rental Agreement.

2. VEHICLE COLLECTION AND RETURN

2.1 After concluding the Rental Agreement, the Lessor undertakes to deliver the vehicle to the User, who meets the rental conditions from item 1.3, in a technically correct and fully functioning condition and with all the necessary documentation, accessories and mandatory equipment.

2.2 By signing the Rental Agreement the User confirms that he has taken over the vehicle in good condition, with the associated equipment and the necessary documentation, and that he accepts the price and all other rental conditions.

2.3 When taking over the vehicle, the User is obliged to check the condition of the vehicle and equipment in the usual way and report defects to the Lessor, if any, and the Lessor is obliged to record them.

2.4 When returning the vehicle from the lease, the Lessor is obliged to inspect the vehicle and equipment with the User and record visible damages and defects on the vehicle, if any.

2.5 The User is obliged to return the vehicle to the agreed place and within the period specified in the Rental Agreement, in the condition in which he collected it, with the relevant documents and all equipment he borrowed at the beginning of the lease and the amount of fuel that must be at least at the same level as at the time of the vehicle's collection.

2.6 The loss of documents, keys, license plates or equipment is not covered by any standard or additional insurance and the User is responsible for the resulting damage.

If You fill the vehicle with an incorrect fuel grade or type You must pay the full cost of any resulting loss or damage.

2.7 Collection and return of the vehicle are possible during working hours in the Lessor's branches, and collection and return outside working hours are charged 50 Eur for pickup outside working hours and 50 Eur for return outside working hours.

2.8 If the User returns the vehicle outside the working hours of the Lessor's branch, he is responsible for the vehicle until the moment when it is inspected by the Lessor's employees. In that case, the User is also responsible for any damage to the vehicle, parking / traffic violations and similar penalties, until the moment when the vehicle is inspected by the Lessor's employees.

2.9. If the User returns the vehicle after the date specified in the Rental Agreement, the Lessor will perform a new calculation of the rental price of the vehicle.

3. VEHICLE USE AND USER OBLIGATIONS

3.1 The User undertakes:

a) to return the vehicle in accordance with the provisions of Article 2. herein

b) personally request an extension of the agreed rental period from the Lessor at least 24 hours before the expiration of the rental period and secure a Lessor's confirmation of extension, otherwise, it will be considered that the User has illegally appropriated the vehicle

c) not use the vehicle for driver training, transport or towing of other vehicles or trailers, paid passenger transport, races, endurance tests, speed tests and for illegal purposes (e.g., for committing criminal offenses and other illegal acts and offenses)

d) to solely use the vehicle, for his own needs and in accordance with the purpose of the vehicle and that the vehicle will not be given to unauthorized users and third parties

e) to use the vehicle correctly and apply all reasonable attention,



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i.e., the attention of a good businessman when using, driving and parking the vehicle

f) not to smoke in the vehicle

g) always lock the vehicle after leaving, close the windows and take the keys and documentation of the vehicle and always have them under personal control

h) to drive only on public roads, whilst respecting all traffic regulations

i) to take care of the regular technical correctness of the vehicle, i.e., regularly check and maintain the prescribed level of all fluids in the vehicle, especially coolant, oil, AdBlue additive, tire pressure and use only the type of fuel specified for the rented vehicle

j) not to make any modifications to the vehicle

k) to bear all costs regarding fuel, tolls, parking, misdemeanor (offense) and other similar fees

l) not to transport or allow the transport of more passengers or goods in the vehicle than the maximum allowed according to the traffic permit of the rented vehicle

m) not to leave outside the borders of the Republic of Croatia with the vehicle unless previously agreed upon with the Lessor when renting or taking over the vehicle,

n) not to assume any obligations or commitments on behalf of the Lessor regarding the vehicle and its use

o) not to sublet a rented vehicle or lend the vehicle to other persons

p) not to use the vehicle under the influence of alcohol, sedatives, sleeping pills, narcotics, hallucinogens and other drugs

q) to comply with the speed limits and other traffic rules laid down by the law of the country in which the vehicle is driven

r) not to change the data on the speedometer or odometer

s) to stop driving and immediately inform the Lessor if the vehicle signals a warning or an error on the instrument panel or if the User considers that the vehicle requires mechanical inspection or repair

t) to ensure that all drivers authorized to use the vehicle during the rental period are fully acquainted with all the provisions of the General Terms and conditions of Lease and with the conditions of the Rental Agreement

u) to make the vehicle available to the Lessor in the territory of the Republic of Croatia if the vehicle needs or urgently needs some service action, change of tires, etc.

v) to ensure that the vehicle is located in the territory of the Republic of Croatia and make it available to the Lessor for the purpose of performing a technical/preventive inspection and renewal of registration.

3.2. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT, VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW), MAKES LESSEE RESPONSIBLE FOR ALL LOSS OR DAMAGE TO OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO LESSOR'S EXPENSES, INCLUDING LOSS OF USE.

3.3 The User is responsible for the rented vehicle for the entire duration of the Rental Agreement, regardless of whether the vehicle is in motion or parked.

3.4 In the event that the Lessor compensates any damage caused in connection with the possession, use or condition of the vehicle to third parties, or pays any amount for the same reason, the User acknowledges the Lessor's right of recourse and undertakes to reimburse any amount paid, including interest and costs.

3.5 If the Lessee is a legal person, he may exceptionally, with the prior written consent of the Lessor, give the rented vehicle for use to its employees, who meet all the conditions from the point 1.3 herein and in that case is obliged to acquaint them with these General Terms of Lease along with the Rental Agreement. By

signing the Rental Agreement, the User expressly confirms that he is fully responsible for the actions of these persons in relation to the vehicle and is obliged to compensate the Lessor for all damages and pay all costs and other fees caused by these persons in connection with the use of vehicles. This in no way relieves the User of responsibility for compliance with all provisions of the General Terms and conditions of Lease and the Rental Agreement.

4. RENTAL PAYMENT

4.1 When concluding the Rental Agreement, the User must have a valid credit card as a payment guarantee.

4.2 The User agrees with the debit of the pre-authorization amount on the credit card. The release of the pre-authorized amount from the card depends on the bank that issued the card.

4.3 The credit card holder must be present when taking over the rented vehicle and his details must be stated in the Rental Agreement as the Lessee or Driver. It is not possible to use a credit card as a payment guarantee without the presence of the credit card holder.

4.4 The User is obliged to pay the basic rental price and all additional services he contracted, as well as all additional fees, services and costs specified in the Rental Agreement.

4.5 The means of payment can be: a credit card, electronic / debit card, or transaction payment.

4.6 By signing the Rental Agreement, the User authorizes the Lessor to charge the credit card holder the cost of damage to the vehicle up to the amount of damage excess or the full amount of damage if he did not comply with the General Terms of Lease by the agreed insurance package.

4.7 The User agrees to have his credit charged or to issue some other method of payment to the Lessor for all repairs, breakdown, or any other costs discovered after the vehicle is returned of which the User did not inform the Lessor when returning the vehicle.

4.8 The User undertakes to settle the invoice at the latest at the time of returning the vehicle according to the details specified in the Rental Agreement. In case of late payment, legal default interest and reminder costs are charged. If the vehicle is returned to a location other than the one where the vehicle was collected, the final calculation of the rental price is made in the Lessor's branch where the vehicle was returned.

4.9 By signing the Rental Agreement, the User accepts that the following are responsible for the payment of all items of the Rental Agreement:

- Lessee

- Drivers: in case the Lessee refuses to pay in full or in part the obligation under the Vehicle Rental Agreement.

4.10. By signing the Rental Agreement, the User accepts that the invoice for the provided services will be delivered via email.

5. SPECIAL OBLIGATIONS OF USERS IN CASE OF DAMAGE, MALFUNCTION, TRAFFIC ACCIDENT, THEFT AND LOSS OF DOCUMENTATION

5.1 The User undertakes to protect the interests of the Lessor and his insurance company in the event of an accident by:

a) collecting personal data of the participants in the accident (name, surname, VAT number/OIB, address, identity card number, driver's license number, user of the vehicle, vehicle's insurance company information, vehicle insurance policy number, contact phone, etc.)

b) securing or removing the vehicle before leaving it

c) informing the nearest police station and the Lessor about the damage (even in case of minor damage) and obtaining a police record

d) immediately calling and waiting for the arrival of police officers to conduct an official inspection and inform the Lessor, in case of damage or if there are injured persons in the accident, as well as



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in all cases of obvious guilt of other persons.

e) enclosing all police reports on the accident or damage, as well as the results of the breathalyzer test when returning the vehicle

f) filling out the Lessee's Statement of Damage to the Vehicle and enclose copies of the driver's license (on both sides), upon returning the vehicle

g) immediately calling the police in order to fill out the police report and perform an alcohol test for potentially large (hidden) damage to the vehicle caused by collision, impact, etc. and the consequent immobility of the vehicle.

5.2 In the event of an accident, if the User fails to act in accordance with the provisions of item 6.1, the User accepts liability for all consequences and damages that would occur to the Lessor and will be charged for the full amount of damages.

5.3 The User is not allowed to organize or undertake any repairs without the written consent of the Lessor, except to the extent necessary to prevent further damage to the vehicle or other property.

6. VEHICLE MAINTENANCE

6.1 The User undertakes to maintain the vehicle in good condition, and regularly check the engine, and the level of fluids in the vehicle, especially oils, coolants, and tire pressure. If the User fails to do so, he is responsible to the Lessor for any damage that occurs as a result.

6.2 In the event that the rented vehicle needs to perform a regular technical inspection during the rental period (according to the vehicle's mileage or the vehicle signals it in any other way), the User must notify the Lessor and make the vehicle available to him on the territory of the Republic of Croatia in order to be able to perform the regular technical inspection.

6.3 By signing the Rental Agreement, the User confirms that he has collected the vehicle in a technically correct and fully functioning condition with all the necessary equipment and is obliged to report to the Lessor as soon as possible any circumstance that affects the vehicle's functioning

6.4 The User is obliged to immediately notify the Lessor of any warnings the vehicle signals. If the User fails to do so, he is responsible to the Lessor for any damage that occurs as a result.

7. INSURANCE / COVERAGE / DAMAGES

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

7.2 There are three insurance options Lessee can select for rental. With Start insurance which is included in the base price, Lessee is liable for rented car damages up to the amount of excess fee. Excess depends on vehicle category and is in the range from €750 to €1.500. Excess fee is a pre-authorized amount.

Medium insurance is additional insurance that partially reduces excess fee and Lessee's liability. Excess fee depends on vehicle category and is in the range from €250 to €450.

With Premium insurance Lessee's liability for damages is waived, except in the cases of losing the keys to the car, and filling the wrong fuel type or driving under influence drugs or alcohol. Regardless of the waived excess fee, the Lessee's credit card will be pre-authorized in the amount of 150€ for parking fees, speeding fees and similar fees.

7.3 Police report is obligatory in case of any damage to the vehicle and without a police report, none of the insurance options are valid.

7.4 Pre-authorization

The amount of pre-authorized funds depends on the type of selected insurance and type of car selected. With Start insurance, the pre-authorized amount is from 750€ to 1500€. With Medium insurance the pre-authorized amount is from €250 to €450. With Premium insurance, the pre-authorized amount is 150€.

Pre-authorized amount is held with the credit card issuing bank, and can be withheld for a maximum of 30 days. The Return of the funds solely depends on the credit card issuer's bank.

In the case of declined pre-authorization, the Lessor reserves the right to decline services.

7.5 Driver's age

Lessor's policy is that young drivers within the age range between 18 and 21, and senior drivers aged 70 years and older are required to choose the Senior driver fee, which costs 10 EUR Per day.

7.6 When returning the vehicle, the Lessor's employee will inspect the vehicle, determine any damage, compare them with the Vehicle Condition Report from the moment of the vehicle's collection, and charge the User the amount of damage by the valid Price List of the Lessor.

7.7 If the vehicle has such damage that it is not possible to immediately assess the amount of damage, an official estimate of the number of required vehicle repairs will be requested and it will be the basis for any action towards the User.

7.8 Loss of the right to limitation of liability and loss of right from the insurance

All damages, which are caused on the vehicle intentionally and by gross negligence of the User, are not included in any type of insurance/coverage and as such will be charged to the User in full.

7.9 Payment/inclusions of any insurance package do not reduce the User's liability under the following conditions:

a) the User drove under the influence of alcohol, drugs, or narcotics

b) mechanical failure, 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 damage to the engine or transmission system caused directly by any mechanical failure or breakage

c) damage to the vehicle due to lack of engine oil, pouring of incorrect oil or fuel, lack of transmission or differential oil, coolants, AdBlue additives, as well as damage to the clutch or transmission

d) vehicle used for racing, driver training, endurance, speed and reliability tests, rally races or competitions, or for testing and preparation for any of the above

e) failure to lock the vehicle, close the windows and take the keys and documentation of the vehicle and always have them under personal control

f) use of the vehicle on unclassified roads

g) the vehicle was driven by an unauthorized User, i.e., any damage caused by an unauthorized User

h) vehicle damaged due to violation of traffic regulations, restrictions or prohibitions

i) failure to stop the vehicle or stay at the scene after the accident occurred and obtain a police record about the event

j) the tire is flat or damaged or the tires are damaged due to the use of brakes

k) damage caused by cargo transported in or on the vehicle

l) damage caused to the interior of the vehicle (unless if the latter is a consequence of an accident)

m) the vehicle was returned in an extremely untidy condition and an extraordinary washing of the vehicle is required

n) usage of the vehicle for the purpose of committing criminal offenses and for other illegal purposes.

7.10 If the User, in addition to the Lessor, contracts with another legal or natural person some other insurance/coverage, such insurance/coverage is not binding for the Lessor.

7.11 The User is responsible for his personal belongings left in the vehicle and has no right to claim from the Lessor compensation for possible disappearance or loss of these items from the vehicle.



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8. ADDITIONAL SERVICES AND SUITABILITIES

8.1 Free FIT (Ferry/Island/Transit permission) – permission for transport of vehicles aboard ferries and insurance on islands

8.1 Cross border permission – permission for crossing the border of the Republic of Croatia inside the European Union area

The User is allowed to drive with the rented vehicle outside the borders of the Republic of Croatia without the prior permission of the Lessor inside the European Union area, except Greece.

The user will receive the vehicle green card which is used as proof that you have vehicle insurance when driving abroad.

The Lessor does not allow rented vehicles to go to the following countries: Kosovo, Albania, North Macedonia, Greece, Romania, Bulgaria, Moldova, Ukraine, Belarus, Turkey, Estonia, Latvia, Lithuania, and Russia. Exceptionally, if the Lessor allows the above, the Lessor's permission must be explicitly stated in writing on the Rental Agreement. Otherwise, the User does the above at his own risk and all insurances, which he agreed upon when concluding the Rental Agreement, are no longer valid.

8.3 Local delivery/collection of the vehicle – service that includes collection/return of vehicles at the address specified by the User. If the Lessor agrees to this, the User may specify another address to which the rented vehicle will be delivered to him or where the vehicle will be collected by the Lessor's employee upon completion of the Rental Agreement. The Lessor will charge the User an additional fee, up to 10km from office it is 35 Eur.

8.4 After hour fee – service that includes taking over / returning of vehicles outside working hours

8.5 Second driver - free of charge, by the provision of Article 1. point 3. herein.

8.6 Baby seat, child seat, and booster car seat - 5 Eur per day of rental period with maximum price of 50 Eur. The installation of these seats is performed exclusively by the Lessee..

8.7 Car Replacement in case of a breakdown or accident: In case of the unfortunate event of an accident, your car will be replaced with another same or bigger size. All rights and obligations of the User arising from the originally contracted Rental Agreement (Rental Agreement during which the originally rented vehicle becomes immobile) apply analogously to the replacement vehicle.

9. ADDITIONAL FEES

9.1 Cross border permission – permission for crossing the border of the Republic of Croatia outside of the European Union area is no additional charge. Cross border permission for North Macedonia, Albania and/or Kosovo will be charged 80 Eur one time for total rental period.

9.2 Fuel condition - The User is obliged to return the rented vehicle after the expiration of the Rental Agreement with at least the same amount of fuel that was present in the vehicle when the vehicle was collected by the User. Otherwise, the Lessor will charge the User for the missing amount of fuel.

10. DOCUMENTS AND ADDITIONAL EQUIPMENT

10.1 All vehicles of the Lessor are rented with the necessary documents and equipment and the User is responsible for that equipment and documents throughout the rental period.

10.2 If the User picks up any additional equipment when concluding the Rental Agreement, he is also responsible for that additional equipment.

10.3 If the User loses documents, equipment, or additional equipment, he will bear the cost of compensation for damage caused to the Lessor.

11. TERMINATION OF THE RENTAL AGREEMENT

11.1 The Lessor has the right to terminate the Rental Agreement at any time and immediately take possession of the vehicle, and all claims against the User by the Rental Agreement and these General Terms of Lease are due, if the User does not act by these

General Terms and conditions or if the vehicle is damaged. Termination of the Rental Agreement under this provision is without prejudice to other rights of the Lessor regulated by these General Terms and conditions of Lease and the Rental Agreement.

12. TRAFFIC OFFENSES / PARKING PENALTIES

12.1 The User is held liable for all traffic violations and parking fines committed during the rental period of the Rental Agreement. If The User does not pay these penalties, the User agrees that the Lessor will calculate the latter and charge them together with the administrative costs.

12.2 The Lessor may, if it receives a notice of a traffic violation or parking penalty committed during the term of the Rental Agreement, notify the User and provide the necessary information to the authorities responsible for issuing such notice.

12.3 The Lessor will charge the User an administrative fee by the valid Price List to cover the costs of processing and sending notifications to the competent authority related to traffic violations and parking fines committed by the User.

12.4 If that the Lessor is obliged to pay fees for traffic violations or parking fines, the Lessor will, after paying them, debit the User's account for the amount of the fee paid plus administrative cost.

12.5 The Lessor reserves the right to charge the above costs without prior notice to the User. State taxes, fees, etc. will be collected by applicable legislation.

13. DATA PROTECTION

The Lessee's personal data will be processed in order to:

(a) provide rental services and

(b) to assess whether to provide rental services in the future. We will provide the Lessee's personal data, in accordance with the law in force and, if necessary, with his/her explicit consent, to:

a) Control authorities/local authorities and parking management companies, in the event that the aforementioned data is required for the performance of their service and within the limits foreseen by applicable Law or in order to verify the validity of the Lessee's driver's license.

b) Third parties acting on our behalf in the handling of complaints, in credit recovery and in conducting Lessee surveys, which we use to improve our services.

The Lessee has the right to access his/her personal data in our possession (even in exchange for payment, if permitted by law), and may ask us to modify, block, or remove any personal data.

The data processor is the provider of the rental service, as stated in this contract.

We inform you of that, according to the art. 13 EU Regulation n. 2016/679 ("GDPR") that Lessor will treat your personal data in compliance with current legislation and according to what is reported in the Privacy Notice, available on the Internet site www.avaxrent.com and available in hard copy at each rental station.

14. CUSTOMER SUPPORT

If the Lessee is still unsatisfied and wishes to make a formal complaint, all complaints can also be sent after rental is finished. Complaints must be put in writing to our Rental service team at customerservice@support.avaxrent.com during the period of 30 days after the vehicle rental ends. All claims after that period will not be taken into consideration.

If delivered within a period of 30 days, the claim will be considered and Lessee will receive an acknowledgement on email within the appropriate period. We endeavor to answer all Customer service queries within a period of 14 days after receiving them. Sometimes, delays can be experienced, if dealing with third parties is included in claim resolving.

