

## GENERAL TERMS AND CONDITIONS OF THE VEHICLE LEASE

### 1. INTRODUCTORY PROVISIONS

1.1. These General Terms and Conditions, which accompany and constitute an integral part of the Lease Agreement between A.S.R. Premium transport services d.o.o. as the Lessor and a legal or natural person as the Lessee (hereinafter: Agreement), set out authorization and management of the leased vehicle, its collection and return, maintenance, damage repairs, lease payment, insurance, road accident, and other rights and obligations which are binding in their entirety both parties at the signature of this Agreement. 1.2. By signing the Agreement, the Lessee confirms that he is acquainted with the price list, tariff, and rules of insurance that accompany the Agreement and constitute an integral part thereof.

1.3. Terms defined in the Lease Agreement, unless stated otherwise, bear the same meaning in these General Terms and Conditions.

### 2. AUTHORIZATION AND MANAGEMENT OF THE LEASED VEHICLE

2.1. The vehicle is leased to drivers who fulfil legally required conditions as regards the minimum age and years of driving license possession and are in any case over 25 years of age with the minimum of driving license possession of 24 months. 2.2. The vehicle lease of one month is the longest possible lease period that can be set out by the Lease Agreement. An annex of the Agreement shall be drawn up for the lease of more than one month or other types of vehicle lease. 2.3. Only the Lessee in person or the person authorized by the Lessee in the Agreement as an additional driver may drive the leased vehicle, abiding by all provisions of these General Terms and Conditions and all valid laws. 2.4. The Lessee undertakes to use the vehicle for personal purposes and not to use it under the influence of alcohol, drugs, or other medications, for illegal purposes, training drivers, passenger or goods transport with remuneration, for driving or towing any kind of vehicle or item, for sports manifestations (races or speed trials) and not to sublease it. 2.5. The Lessee undertakes to use the vehicle within the borders of the Republic of Croatia and not to pass the state border of the Republic of Croatia without the prior approval of the Lessor, otherwise, he undertakes to settle in its entirety any possible damage (including the loss of vehicle). 2.6. The Lessee must ask for prior approval of the Lessor for the use of a vehicle outside the territory of the Republic of Croatia with an additional vehicle insurance payment. 2.7. The Lessee is not allowed to use the vehicle in the following states: Serbia, Montenegro, Bosnia, and Herzegovina, Kosovo, Romania, Bulgaria, Albania, former USSR countries, Greece, and Turkey.

### 3. COLLECTING THE VEHICLE

3.1. The Lessee is obligated to sign, on the vehicle collection, the Vehicle Status Report (hereinafter: The Report) that is an integral part of the Lease Agreement. 3.2. Before signing the Report, the Lessee is obligated to check the status of the vehicle and additional equipment in a usual manner. If any part of the equipment is missing, or there are other apparent defects, the Lessee is obligated to specify immediately the defects and to give remarks as to the vehicle status. 3.3. By signing the Report, the Lessee confirms that he/she has checked the vehicle status and confirms his/her collection of the vehicle with all accompanying accessories and documents and that there are no other remarks as to the apparent status of the vehicle and equipment.

### 4. BASIC RENTAL PRICE, ADDITIONAL SERVICES, FEES, COSTS AND TERMS OF PAYMENT

4.1. As a rule, the basic rental price per day refers only to the rental price of the vehicle itself, unless otherwise stated in the price list or the Rental Agreement.

4.2. Additional services, fees and costs payable in accordance with these Terms, the Lease Agreement and A.S.R. Tariffs are not specifically included in the rental price.

4.3. Rental prices, additional services, fees and expenses are subject to change in accordance with A.S.R. business decisions, changes in tax rates or government levies and regulations.

The user can contact A.S.R. on car rental prices through various channels, including telephone lines and websites, and such information is of an informative nature and does not create rights and obligations. 4.4. The User is obliged to pay A.S.R. the basic rental price and additional services used, as well as all additional fees, services and costs specified in the Lease Agreement, these Terms, legal regulations, price lists and tariffs of A.S.R. 4.5. Fees and charges that are paid separately before or after the end of the lease according to the applicable price lists and tariffs of the A.S.R. include, but are not limited to: a) additional driver fee; b) one-way rental fees, ie rentals when the User rents a vehicle at one A.S.R. branch and returns it at another branch (does not apply if the listed branches are in the same city) or in a place where A.S.R. no branch at all; c) additional fees for more kilometres travelled (as stated in the Lease Agreement for each additional kilometre); d) compensation for delay in returning the vehicle, e) fee for taking over or returning vehicles outside the working hours of the branch office; f) compensation for damage to or repair of the vehicle (subject to other provisions of the Terms and the Lease Agreement), as well as all costs related to the settlement, collection and repair of such damage or repair (including legal costs); g) compensation for damage to or loss of vehicle parts, keys and equipment; h) compensation for loss of or damage to vehicle documentation; i) fee for cleaning the interior of the vehicle if the vehicle is returned extremely dirty which requires additional cleaning or refreshing of the vehicle. These include, but are not limited to, fluid spills, food, vomiting, other stains, and unpleasant odors, j) traffic and / or parking fees / offenses, as well as all other similar fees arising in connection with the use or operation of vehicles (eg tolls, tolls, etc.) k) administrative fees specified in these terms, the Lease Agreement or A.S.R.

4.6. The User undertakes to immediately pay the Lessor, upon his written invitation, the amount for the daily rent at the agreed rate, daily allowances as well as the incurred costs that are calculated.

4.7. By signing the Lease Agreement, the User authorizes the Lessor to collect the costs of damage to the vehicle in the amount of the deductible from the deposit.

4.8. If the User settles his vehicle rental obligations on the basis of the issued pro forma invoice, he is obliged to settle the indicated amount within the deadline and under the conditions specified in the pro forma invoice.

### 5. VEHICLE RETURNING PROCEDURE

5.1. The Lessee undertakes to return the vehicle within the deadline (hour, day, month, and year) and to the location as laid down in the Agreement and in the condition in which it was collected, with all pertaining equipment and documents. 5.2. On returning the vehicle the Lessee is obligated to provide for review of the Lessor's authorized employee the Lease Agreement and Vehicle Status Report. The authorized employee will inspect the vehicle in the presence of the Lessee and fill out in the Report the details of the found defects compared to the status of the vehicle on collection by the Lessee. 5.3. The Lessee may extend the lease at the latest 24 hours before the expiry of the lease with the Lessor's approval. Otherwise, the vehicle shall be deemed unlawfully appropriated by the Lessee. If 6 hours after the expiry of the Lease Agreement the Lessee, without prior communication to the Lessor, does not return the vehicle, the vehicle alienation and the Lessee details will be reported to the police. 5.4. The return of the vehicle shall be done within city centre during working hours whereas the return outside working hours and city centre is possible with additional payment and prior approval of the Lessor. 5.5. If the vehicle has not been returned to the branch office, in which the vehicle was collected, but to another branch office of the Lessor, the final calculation will be the one completed by such another branch office. The branch office that has performed the vehicle handover is obligated to confirm such final calculation and withholds the right to send to the Lessee the invoice corrected following the Rental Terms and Conditions valid at the vehicle collection time. 5.6. If the vehicle is not returned to the Lessor branch office but is left at another location or returned to the branch office after its working hours, and such manner of vehicle return has not been agreed previously with the Lessor, the Lessee is obligated to pay a contractual penalty of EUR 500.00 plus VAT, in HRK equivalent value, according to the selling rate of the Croatian National Bank on the payment date. 5.7. The Lessor employees have the right to perform vehicle check-up at any time. In the event they establish that the Lessee has not complied with the Lease Agreement terms and conditions, the Lessor employees are authorized to seize the vehicle from the Lessee.

### 6. VEHICLE MALFUNCTION

6.1. The Lessor shall be held responsible neither for the compensation nor for the delay caused by vehicle malfunction or breakdown. 6.2. In case of malfunction or damage during the lease period the Lessor undertakes to provide a replacement vehicle to the Lessee within a 24-hour deadline following the report of the malfunction or damage by the Lessee to the Lessor. 6.3. All the necessary repairs undertaken by the Lessee or vehicle parts replacements may be done only at authorized service centres with prior approval of the Lessor. The Lessee has the right of cost refund but only upon submission of invoices from the authorized service center where the repair was done and with the compulsory return of changed parts. Otherwise, the costs shall not be reimbursed. 6.4. In case of malfunction of the vehicle outside the territory of the Republic of Croatia, the Lessee undertakes to contact the Lessor in Croatia to arrange vehicle repair. The Lessor shall refund the cost of repair upon presentation of the original invoice from the authorized service center and the part that was replaced due to the malfunction. Upon crossing the state border, the Lessee undertakes to present to the customs officer the invoice for certification. 6.5. Upon the vehicle return, if it is established that any part of the vehicle or its equipment has been changed without prior approval by the Lessor or even lost, the Lessee shall be charged a fee in the amount of the triple market price of the changed or lost piece of equipment, valid on the day of the vehicle return.

### 7. LEASE PAYMENT

7.1. The Lessee undertakes to pay to the Lessor, at his written request, the amount for daily lease at the agreed tariff as well as daily additions and the incurred costs which are added to the overall amount. 7.2. In case the Lessee settles vehicle lease obligations with a credit card, he shall give authorization to the Lessor, by signing the Lease Agreement, to charge directly the credit card issuer, with no-slip form, with all the costs of the lease. In the event, the Lessee has not paid the additional insurance (CDW), by signing the Rental Agreement the Lessee authorizes the Lessor to collect vehicle damage costs in the amount of the deductibles from the credit card issuer. 7.3. If Lessee has not paid additional insurance (CDW), he is considered responsible for all damages, which will be charged to him, according to the costs of repairing from the authorized Tesla service center. 7.4. If the Lessee settles vehicle lease obligations based on an issued quote, he undertakes to pay the agreed amount within the deadline and under the conditions laid down in the invoice. 7.5. In case of a delay in payment, the Lessee undertakes to pay to the Lessor the legal default interests on the amount in HRK, whose method of calculation is set out in the Civil Obligations Act.

### 8. INSURANCE

8.1. During the lease, the vehicle is insured against liability for damage caused to third parties, according to legal regulations and insurance rules of the Insurance Company, and all rights and obligations regarding the damage will be resolved based on these rules, ie concluded insurance policy for the vehicle and contracted supplements.

8.2. The User undertakes to settle any damage, up to the full value of the vehicle (damage, theft, loss of vehicle), incurred during the lease as well as damage for lost profits to repair the vehicle up to 30 days, if it is the fault of the User. Damages for lost profits are determined on the basis of the price list for daily rent.

8.3. When concluding the Lease Agreement, the User may pay a daily allowance, in the amount determined according to the valid price list, for the "Redemption of Liability for Damage to Vehicles" (CDW). This eliminates its liability for damages from point 4.7. except for personal participation in that damage (deductible), and in case of loss and theft of vehicles or parts. CDW insurance with franchise (personal participation) of € 1800, CDW for Tesla models is optional. The full purchase of the harmful franchise, ie SCDW +, cannot be contracted for ASR Tesla vehicles.

8.4. When concluding the Agreement, the User may pay a daily allowance in the amount determined according to the valid price list attached to the Agreement which forms an integral part thereof, for "Redemption of Liability for Loss, Theft of Vehicles or Parts" (TP). This eliminates its liability in case of loss, theft of vehicles or parts, except for personal participation in the damage (deductible).

8.5. When concluding the Contract, the User may insure, in the amount determined according to the valid price list attached to the Contract which is an integral part of it, the driver and passengers, up to the amount of the insurance policy for death or personal injury (PAI).

8.6. The user is obliged to pay for any damage (damage, loss, theft of vehicles or parts, lost profits), if the damage occurred by using the vehicle contrary to the provisions of the Agreement and the General Terms, due to gross negligence or intent, and in case the user does not have a police record of the event, made immediately after the event (within 1h).

8.7. Personal participation in the damage - the deductible depends on the group of vehicles, is determined by the applicable tariff by the decision of the Lessor.

8.8. The insurance in no way covers damage to tires, damage to the vehicle's undercarriage, interior and windscreen caused by driver negligence, damage caused by the driver under the influence of alcohol, drugs or other intoxicants, damage caused by an unauthorized driver, any damage on a vehicle not reported to the competent police station, if the vehicle was used contrary to its purpose, if the vehicle was used on unclassified roads, if the user drove the vehicle when it is unsafe or unsuitable for driving, if the vehicle is damaged due to traffic violations, restrictions or prohibition, intentionally or due to gross negligence of the User or persons under his control and for which he is responsible, if the damage was caused by cargo transported in the vehicle or on the vehicle, etc. These damages are borne by the User.

8.9. The User's liability for the loss of parts, accessories, keys and documents of the vehicle, unless the same is the result of an accident, is not covered by CDW, TP and PAI fees.

### 9. DAMAGE, FAULT, TRAFFIC ACCIDENT, THEFT AND LOSS OF DOCUMENTATION

9.1. If the vehicle has been involved in an accident, damaged, broken or requires repair or rescue, regardless of the cause, the User must immediately notify A.S.R. on the case and fill in the report on the event / damage, call the police and make a police report in max. within 1 hour of the accident, and to insure the vehicle against collapse and the occurrence of even greater damage. 9.2. The User undertakes, in case of new damage, to return the vehicle to the nearest branch of the Lessor, during the working hours of the branch and under the conditions determined by the Lessor. 9.3. The user undertakes to participate in all proceedings for the collection of damages to a third party, otherwise he is obliged to bear the costs of the accident.

9.4. The lessor is not responsible for compensation, nor for delays caused by malfunction or malfunction of the vehicle. 9.5. The user may not organize or undertake any repairs without the approval of the A.S.R., except to the extent necessary to prevent further damage to the vehicle or other property. If the vehicle requires repair or replacement, the decision to provide the User with another vehicle belongs to A.S.R. 9.6. Necessary urgent repairs undertaken by the User or replacement of vehicle parts may be performed only in authorized services with the prior approval of the Lessor. The user is entitled to a refund, but only with the presented invoices of the authorized service that performed the repair and with the mandatory return of changed parts. Otherwise, the costs are not recognized. 9.7. In the event of a vehicle breakdown outside the territory of the Republic of Croatia, the User is obliged to contact the Lessor in Croatia for an agreement on vehicle repair. The lessor will reimburse the cost of repairs upon presentation of the original invoice of the authorized service and the part that was replaced due to a malfunction. When crossing the state border, the User is obliged to present an invoice to the customs officer for certification.



9.8. If during the return of the vehicle it is established that any part of the vehicle or equipment was changed without the approval of the Lessor or lost, the User will be charged damages in the amount of three times the market price, changed or lost part of the equipment valid on the day of return. 9.9. In case of a traffic accident or vehicle theft / disappearance, the User is obliged to call the police and request a report of the event. 9.10 The cost of registration and re-creation of lost supporting documentation for the vehicle is charged to the User according to the valid Price List. 9.11. A.S.R. is not liable for damages that may be caused to the user or passengers in the vehicle.

**10. OTHER**

10.1. In case of a violation of the Agreed Obligations and General Terms and Conditions by the Lessor or the Lessee, the other party may terminate the Agreement and the Lessee undertakes to compensate to the Lessor for all the incurred damage in the amount and content established by the Lessor, which shall correspond to the amount of the actual damage incurred. 10.2. By signing the Agreement, the Lessee accepts unconditionally all the above-mentioned conditions, guarantees the accuracy of given identification details (ID card, passport, driving license), and accepts the authority of the court in the Lessor's place of residence in case of a dispute.

**11. CANCELLATION / OTHER**

11.1. In case of breach of contractual obligations and General Terms, made by the Lessor and the User, each party has the right to terminate the Agreement, and the User undertakes to compensate the Lessor for all damages, content and scope determined by the Lessor, which must correspond to the actual damage.

11.2. By signing, the User unconditionally accepts all the above conditions, guarantees the accuracy of all data from the documents (identity card, passport, driver's license) and accepts the jurisdiction of the court at the Landlord's headquarters in case of litigation.

11.3. ASR does not charge a cancellation fee if the cancellation is 30 days before the start of the rental. Refund is not possible in case of cancellation within 48 hours before the booked start of the rental (date and time of the start of the rental), or in case of cancellation of the reservation after the planned start of the rental. ASR does not refund if a party shows up to pick up a vehicle without a valid driver's license. ASR does not refund funds for unused days. ASR does not refund funds in case the customer does not show up, or, when the customer appears after more than 2 hours delay, without informing ASR about it. ASR does not refund funds in case the customer returns the vehicle earlier. The reservation with the paid deposit confirms and secures the reservation and is non-refundable in case of cancellation.

**12. DATA PROTECTION LAW**

12.1. In the course of the performance of the rental process, it is necessary to collect some personal data. It is mandatory to provide all the requested information. In the absence of such information, the Lessor (the Data Controller) will not be able to correctly process the Lessee's rental. The Lessor will use the Lessee's personal data to assist him with reserving, renting, and leasing vehicles and for marketing purposes. The Lessee may correct factual errors in that data or exercise his right to access, update, or delete personal data by sending a request to the Lessor using the contact details provided in the rental agreement that he signed when he collected the vehicle. 12.2. The Data Controller may transfer the Lessee's personal data to entities in the A.S.R. d.o.o. located in: the EU which adhere to the Safe Harbour principles. A.S.R. d.o.o. may use the Lessee's personal data to (i) provide effective services, (ii) conduct analytic and/or direct marketing activities, and (iii) allow A.S.R. d.o.o. to undertake customer satisfaction surveys by e-mail or by contacting the Lessee on his cell phone or other number listed on the rental agreement or otherwise provided to A.S.R. d.o.o. Where required by law, the Lessee consents to the use of his personal data for the purposes in this section and to the transfer of his personal data to entities in the A.S.R. d.o.o. located outside of your/his country. 12.3. The Lessor may also use and disclose personal data to respond to legal requirements (e.g., requests from law enforcement agencies), to enforce local policies, to respond to claims, or protect the rights, property, or safety of others.

**A.S.R.**

**Client**

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