OPCI UVJETI UGOVORA O NAJMU VOZILA

I PRIKUPUANJE I OBRADA OSOBNIH PODATAKA

Korisnik osobne podatke daje dobrovoljno osobni podaci korisnika potrebni su u procesu *realizacije* tražene usluge. Isti će se koristiti i za daljnju međusobnu komunikaciju. SANDIEGO TOURS se obvezuje da *neće* osobne podatke putnika iznijeti iz zemlje dati trećoj osobi osim u svrhu realizacije tražene usluge. Korisnik daje odobrenje da se njegovi osobni podaci mogu koristiti u svrhu marketinške akcija SANDIEGO TOURS-a.

PREDMET UGOVORA

Ugovor o najmu vozila se u daljnjem tekstu označava kao UGOVOR. KORISNKOM se smatra osoba koja prima u najam vozilo od strane Društva SANDIEGO TOURS. Društvo SANDIEGO TOURS smatra se UGOVOROM najmodavcem i označava se u daljnjem tekstu kao SANDIEGO TOURS. Ugovorom SANDIEGO TOURS, kao najmodavac se obvezuje KORISNIKU, kao najmoprimcu, predati na uporabu, pod uvjetima utvrđenim UGOVOROM, vozilo, dok se KORISNIK obvezuje za to plaćati određenu najamninu.

UVJET1 NAJMA

KORISNIK potpisom UGOVORA jamči SANDIEGO TOURS-u da ispunjava opĆe uvjete minimuma godina starosti za upravljanje motornim vozilom, te da posjeduje potrebne isprave za upravljanje motornim vozilom, sukladno pozitivnim propisima RH, a koje je dužan u originalu dati na uvid SANDIEGO TOURS-u, dok preslika istih ostaje u posjedu SANDIEGO TOURSA-a kao prilog UGOVORU. KORISNIK potpisom UGOVORA potvrđuje da preuzima vozilo u ispravnom stanju, prikladnim za ugovorenu uporabu sa svom pripadajućom opremom i svim popratnim dokumentima,

IV. UVJETI PLACANJA

KORISNIK se obvezuje da će SANDIEGO TOURS-u na njegov poziv odmah platiti iznos za dnevni najam po ugovorenoj tarifi. Dnevne dodatke (razna osiguranja, dodatnu opremu i usluge), kao nastale troškove koji se obračunavaju, a sve prema cjeniku. Ukoliko KORISNIK podmiruje svoje obveze kreditnom karticom, KORISNIK daje UGOVOROM ovlaštenje SANDIEGO TOURS-u da naplati troškove najma direktno izdavatelju kartice temeljem slip obrasca kreditne kartice. Ukoliko KORISNIK podmiruje troškove direktnim plaćanjem na račun SANDIEGO TOURS-a dužan je to učiniti naznačenom roku plaćanja računa. Za slučaj kašnjenja KORISNIK je obvezan platiti SANDIEGO TOURS-u zakonsku zateznu kamatu, kao i sve stvarno nastale dodatne troškove. Potpisivanjem ovog UGOVORA. KORISNIK pristaje da na teret njegove kreditne kartice ili nekim drugim načinom plaćanja, SANDIEGO TOURS naplati sve troškove popravka, kvarova gubitka koji su otkriveni nakon što je vozilo vraćeno, a KORISNIK nije o tome izvijestio SANDIEGO TOURS u skladu s procedurom o povratu vozila. Potpisivanjem ovog UGOVORA, KORISNIK je upoznat s činjenicom da SANDIEGO TOURS nije odgovoran za trajanje autorizacije na KORISNIKOVOJ kreditnoj kartici te da oslobađanje autoriziranih sredstava ovisi isključivo o pravilniku banke nositelja kreditne kartice.

V. OBVEZE KORISNIKA

Potpisom UGOVORA KORISNIK izjavljuje da je upoznat sa svim dolje navedenim obvezama, te da ih prihvaća:

1. da unajmljeno vozilo sa svim pripadajućim priborom i opremom nakon prestanka najma vrati u mjesto i u roku utvrđenim UGOVOROM ranije na zahtjev SANDIEGO TOURS-a.
2. da produženje ugovorenog trajanja najma, kao i sve ostale promjene glede najma, zatraži od SANDIEGO TOURS-a, pisanim putem najmanje 48 sati prije isteka roka najma. Dok u protivnom SANDIEGO TOURS je ovlašten prijaviti nestanak vozila u najmu. Produži li KORISNIK upotrebu vozila bez pismenog odobrenja SANDIEGO TOURS-a, obvezuje se de će za samovoljno produženo vrijeme platiti SANDIEGO TOURS-u dvostruku cijenu dnevnog najma prema redovnom cjeniku. Promijeni li KORISNIK mjesto vraćanja vozila bez pismenog odobrenja SANDIEGO TOURS-a, obvezuje se da će za samovoljno promijenjeno mjesto vraćanja vozila platiti SANDIEGO TOURS-u naknadu propisanu cjenikom dodatnih usluga i naknada.
3. da unajmljeno vozilo ne koristi za obuku vozača, prijevoz ili vuču drugih vozila ili prikolica. Za sudjelovanje u auto-moto sportskim priredbama, za počinjenje bilo kojeg kaznenog djela ili prekršaja propisanih pozitivnim propisima RH.
4. da unajmljeno vozilo koristi samo za vlastite potrebe u skladu s UGOVOROM i namjenom stvari, odnosno unajmljenog vozila. Te da unajmljenim vozilom upravlja on sam, osoba koja je pored njega u UGOVORU navedena kao dodatni vozač ili osoba koja posjeduje pismeno odobrenje SANDIEGO TOURS-a za upravljanje unajmljenim vozilom.
5. da postupa prema unajmljenom vozilu s pažnjom dobrog domaćina/gospodarstvenika, a posebice da je unajmljeno vozilo, kada ga napusti, uvijek propisno zaključano i sa zatvorenim prozorima.
6. da unajmljeno vozilo ne vozi izvan granice RH bez prethodne suglasnosti SANDIEGO TOURS-a, u suprotnom plaća naknadu za prelazak granice bez suglasnosti SANDIEGO TOURS-a u iznosu od 3.800,00 HRK + PDV.
7. da je interijer unajmljenog vozila dužan vratiti u stanju u kakvom ga je i preuzeo te da će poštivati zabranu pušenja. U suprotnom KORISNIK plaća Naknadu za kršenje zabrane pušenje u vozilu ili već nečistoću interijera koje se naplaćuju prema SANDIEGO TOURS-ovom cjeniku šteta.
8. da je u slučaju vraćanja vozila izvan radnog vremena *bez* prisutnosti djelatnika SANDIEGO TOURS-a odgovoran za vozilo do vremena otvaranja poslovnice i svaka evidentirana nova šteta bit će naplaćena s autoriziranog iznosa na KORISNIKOVOJ kreditnoj kartici sukladno ugovorenom osiguranju vozila

KORISNIK daje UGOVOROM ovlaštenje SANDIEGO TOURS-u da bez prethodne najave, za naplatu svih prometnih prekršaja te parkirnih i drugih kazni, proizašlih iz povrede pozitivnim propisa RH, a počinjenih za vrijeme trajanja najma, uvećanih za eventualne manipulativne troškove, tereti kreditnu ili debitnu karticu navedenu na prednjoj strani ovog ugovora o najmu.

VI. NASTUP ŠTETE I GUBITAK DOKUMENTACIJE

Ako uslijed nepažnje KORISNIKA ili dodatnog vozača dođe do oštećenja motora pogonskog mehanizma unajmljenog vozila • a to sve radi nedostatka motornog ulja, ulja za mjenjač diferencijala, sredstava za hlađenje krivo utočenog goriva. Kao i oštećenja kartera, kvačila, odnosna bilo kakvog oštećenja donjeg postroja vozila, oštećenja ili krađe guma, naplataka i pokrova naplataka ili drugih karakterističnih kvarova izazvanih nepažnjom i nemarnošću KORISNIKA ili dodatnog vozača, KORISNIK nadoknađuje SANDIEGO TOURS-u kumulativno:

1. cijeli iznos popravka vozila
2, iznos izgubljene zarade zbog nekorištenja vozila radi popravka;
3. naknadu za dnevni najam po važećem Cjeniku;

Trošak pod točkom 2. i 3. KORISNIK plaća za svaki dan nekorištenja vozila zbog popravka, ali najviše do 30 dana. Trošak prijave i ponovne izrade izgubljene popratne dokumentacije za unajmljeno vozilo naplaćuje se prema važećem Cjeniku.

KORISNIK odgovara i za svu štetu nastalu uslijed neodržavanja odredbi UGOVORA.

VII. KRAĐA, PROMETNA NESREĆA, KVAR NA UNAJMLJENOM VOZILU

U slučaju prometne nesreće KORISNIK je obavezan:

1. osigurati unajmljeno vozilo od propadanja i nastupa još veće štete. do njegovog preuzimanja od strane SANDIEGO TOURS-a, te sačuvati dokaze do dolaska djelatnika PU
2. pozvati djelatnike PU odmah po nastanku štete i zatražiti zapisnik o događaju
3. obavijestiti i dati izjavu najbližoj poslovnici SANDIEGO TOURS-a o nastaloj situaciji

U slučaju krađe unajmljenog vozila KORISNIK je obvezan: pozvati djelatnike PU i zatražiti zapisnik o događaju i obavijestiti i dati izjavu najbližoj poslovnici SANDIEGO TOURS-a o nastaloj situaciji. Ako uslijed nepažnje KORISNIKA ili dodatnog vozača dođe do krađe unajmljenog vozila tijekom trajanja najma, KORISNIK nadoknađuje SANDIEGO TOURS-u vrijednost unajmljenog vozila umanjenu za amortizaciju. KORISNIK će nadoknaditi SANDIEGO TOURS-u osim vrijednosti unajmljenog vozila umanjenu za amortizaciju, koje je predmet najma, i izgubljenu zaradu koju SANDIEGO TOURS ima zbog nedostatka vozila. Isto vrijedi i u slučaju da KORISNIK iz bilo kojeg razloga ne može vratiti unajmljeno vozilo po završetku najma. Sav trošak nastale štete prometnom nesrećom, a za koji nije napravljen zapisnik i nije dana izjava o nesreći ili ako prema vozilu nije postupano pažnjom dobrog domaćina/gospodarstvenika snosi u potpunosti KORISNIK, bez obzira na to je li KORISNIK prihvatio i uplatio dodatno osiguranje, te bez obzira na krivnju na strani KORISNIKA za nastalu prometnu nesreću. Kod nastupa pogonske neispravnosti unajmljenog vozila, KORISNIK je obvezan: osigurati unajmljeno vozilo od propadanja i nastupa još veće štete, do njegovog preuzimanja od strane SANDIEGO TOURS-a i obavijestiti i dati izjavu najbližoj poslovnici SANDIEGO TOURS-a o nastaloj situaciji. Ukoliko KORISNIK ne postupa sukladno ovim odredbama, dužan je na traženje SANDIEGO TOURS-a puni iznos popravka unajmljenog vozila proizašlog iz štetnog događaja nastalog za vrijeme trajanja UGOVORA, kao i druge gubitke koje ima SANDIEGO TOURS zbog te štete, uključujući i izgubljeni iznos dnevnog najma uslijed nekorištenja vozila zbog popravka. a najviše do 30 dana.

KORISNIK će platiti samo učešće u šteti (franšizu) navedenu u Cjeniku, a u slučaju bilo kakvog oštećenja i/ili gubitka bilo kojeg mehaničkog dijela unajmljenog vozila, ukoliko je iznos oštećenja gubitka manji od iznosa pripadajućeg učešća u šteti (franšize).

VIII. TROŠKOVI KOJI SE NADOKNAOUJU KORISNIKU

SANDIEGO TOURS će nadoknaditi KORISNIKU neophodne troškove za ulje, mazivo, redovito servisiranje i iste popravke, koji su nastali tijekom najma, osim troškova pranja unajmljenog vozila, a temeljem predočenog računa po obavljenom plaćanju. Račun mora glasiti na SANDIEGO TOURS i bit će priznat od strane SANDIEGO TOURS-a ako je plaćen gotovinom pravnoj osobi. Ako se utvrdi da je KORISNIK neosnovano zamijenio neki sklop, dio ili uređaj na vozilu, SANDIEGO neće KORISNIKU isplatiti vrijednost tog dijela sklopa ili uređaja. Za nadoknadu navedenih troškova KORISNIK mora dobiti suglasnost ovlaštene osobe SANDIEGO TOURS-a, u protivnom nadoknada neće biti moguća. U slučaju kvara vozila unutar Republike Hrvatske ili u inozemstvu, KORISNIK je obvezan kontaktirati poslovnicu radi popravka ili zamjene vozila. U slučajevima kada KORISNIK dobije SANDIEGO TOURS-ovu suglasnost za popravak vozila i/ili uklanjanje štete na vozilu KORISNIKU će se u skladu s ugovorenim osiguranjem nadoknaditi trošak popravka po predočenju originalnog računa ovlaštenog servisa i dijela vozila koji je zamijenjen zbog kvara. Pri prelasku državne granice KORISNIK je obvezan predočiti carinskom službeniku račun na ovjeru. SANDIEGO TOURS se ne smatra odgovornim za štetu ili gubitak imovine KORINSIKA u ih na iznajmljenom vozilu.

IX. UČEŠĆE U ŠTETI (FRANŠIZA)

Učešće u šteti (franšizi) može se otkupiti plaćanjem dodatka *za* otkup franšize prema važećem Cjeniku (CDW +). Osnovna osiguranja CDW i TP ne pokrivaju štete i gubitke nastale na rizičnim teritorijima i/ili ratnim zonama, kao ni za slučaj da je unajmljeno vozilo korišteno izvan granica RH bez pisane suglasnosti SANDIEGO TOURS-a. Osnovna osiguranja CDW i TP ne pokrivaju naknadu za obradu štete u iznosu od 304,00 HRK PDV. Plaćanjem dnevnog dodatka za osiguranje putnika (PAI) vozač i putnici su osigurani za slučaj smrti i invaliditeta do iznosa propisanih od osiguravajuće kuće kod koje su osigurana sva vozila SANDIEGO TOURS-a. Prihvaćanjem CDW, TP i CDW i/ili WUG osiguranja ne umanjuje se materijalna odgovornost KORISNIKA za štetu ukoliko nije poštivao UGOVOROM utvrđene Opće uvjete iz točke VI i VII.

Osiguranjem nije pokrivena odgovornost KORISNIKA ili dodatnog vozača za nastale štete na unajmljenom vozilu i imovini drugih pravnih i fizičkih osoba , kao i na tim osobama, a koje su počinjene namjerno, pod utjecajem alkohola ili droge, vožnjom bez propisane vozačke dozvole ili za vrijeme trajanja zabrane vožnje (oduzeta vozačka dozvola) kao i u slučajevima kada se u vozilu nalazio veći broj osoba od broja registriranih sjedišta i u drugim okolnostima predviđenim pravilima osiguranja koja *su* KORISNIKU predana na uvid. Osiguranjem nisu pokriveni sljedeći rizici: uništenje i oštećenje automobilske gume, naplatka ili poklopca naplatka, i uništenje / oštećenje donjeg postroja vozila, navedeno se može otkupiti plaćanjem dodatka WUG prema važećem Cjeniku. Osiguranjem nisu pokrivene štete prouzročene ratnim operacijama iti pobunama.

X. GORIVO - KORISNIK snosi troškove goriva utrošenog tijekom najma te je odgovoran za točenje goriva. U slučaju da KORISNIK vrati vozilo s manjom količinom goriva. SANDIEGO TOURS zadržava pravo zaračunavanja usluge točenja goriva cijene goriva prema SANDIEGO TOURS-ovom cjeniku.

XI. OSTALE ODREDBE

SANDIEGO TOURS ne odgovara za štetu koju pretrpi KORISNIK zbog zakašnjenja u isporuci vozila, kao i za štete koje bi nastale KORISNIKU ili vozaču zbog kakvog kvara na vozilu za vrijeme najma. Pravovaljane su samo one izmjene i dopune koje su izvršene u pisanom obliku. Moguća ništavost ili pobojnost pojedinih odredbi UGOVORA, ne može imati za posljedicu ništavost ili poništenje cijelog UGOVORA. Isto vrijedi i za praznina koje bi se pojavile u primjeni ili pri tumačenju UGOVORA. Ništave ili pobojne odredbe, kao i praznine u UGOVORU nadomjestit će se odredbama pozitivnih propisa RH, koje su najbliže smislu i svrsi koju su ugovorne strane imale pri zaključenju ugovora, a najprije odredbe Zakona o obveznim odnosima. KORISNIK ne smije dati unajmljeno vozilo u podnajam. KORISNIK ne smije za vrijeme trajanja najma činiti nikakve izmjene na unajmljenom vozilu, osim onih utvrđenih u točki VII. Općih uvjeta. U slučaju spora strane ugovaraj u nadležnosti suda u sjedištu SANDIEGO TOURS-a.

UGOVOR se sačinjava u dva istovjetna primjerka.

_____ , dana_____ _____

KORISNIK

GENERAL TERMS AND CONDITIONS OF THE VEHICLE LEASE CONTRACT

I . COLLECTION AND PROCESSING OF PERSONAL DATA

The user provides his/her personal dala on a voluntary basis. The user's personal data are necessary in the process of the _____ of the required service. These data will be used for further communication. SANDIEGO TOURS undertakes not to transfer abrod personal data of the passenger or provide these to a third person, unless for the purpose of realizing the required service. The gives approval for his/her data to be used within the purpose of marketing activities by the SUNDIEGO TOURS.

11. SUBJECT MATTER OF THE CONTRACT

The vehicle lease contract shall be referred to hereinafter as *the* CONTRACT. The USER shall be the person who rents the vehicle from the Company SANDIEGO TOURS Ltd. On the basis of the CONTRACT, the Company SANDIEGO TOURS Ltd. shall be the lessor, and snal be hereinafter referred to as the SANDIEGO TOURS.On the basis of the CONTRACT SANDIEGO TOURS Ltd.. being the lessor. undertakes to . handover the vehicle to the USER, the user being the lessee. under the terms and conditions provided by the CONTRACT and the USER undertakes to pay specific rent for the service.

TERMS OF LEASE

By signing the CONTRACT. the USER guarantees to the SANDIEGO TOURS to have general terms and conditions of rninimum age required for obtaining the driving licence. and to have in his/her possession all required documentatien for operating a vehicle in accordance with valid regulations of the Repubtic of Croatia. He is required to provide the original of these documents to the SANDIEGO TOURS for their insight and the copy thereof shall remain in the possession of the SANDIEGO TOURS, as an annex to this CONTRACT. By signing the CONTRACT. the USER confirms his/her taking over of the vehicle in the appropriale condition for the contracted service with all the pertaining equipment and all the accompanying documentation

IV. TERMS OF PAYMENT

At request of the SANDIEGO TOURS the USER undertakes to pay the amount for the daily lease in accordance wilh the contracted tariff, daily supplements (various insurances. additional equipment and services). as well as additional costs which are calculated in accordance with the Price List. If *the* USER settles his/her obligations by means of a credit card. In accordance with this CONTRACT. the USER authorizes the SANDIEGO TOURS to charge the costs of the lease directly lo the card issuer by means ot a slip form of the credit card. If the USER senies his/her obligations by means of direct payment to the account of the SANDIEGO TOURS. he is obliged to do so within the agreed deadline for the settlement of the invoice. In case of a delay in the payrnent, the USER undertakes to pay the penalty interest, as well as all incurred additional costs. By signing this CONTRACT. the CLIENT agrees that his credit card or another way of payment will be burdened by SANDIEGO TOURS with any repair costs, faults or losses which are discovered after the vehicle is returned and the clienit did not inform SANDIEGO TOURS in accordance with the procedure on returning the vehicle. By signing this CONTRACT, CLIENT is informed that SANDIEGO TOURS is not responsible for duration of the authorization on the customer's credit card and that the deadline for releasing the funds is solely dependant upon the manner of business operation of the bank of the credit card owner.

V. OBLIGATIONS OF THE USER

By signing the CONTRACT, the USER declares that he is familiar with all under mentioned obligations and that he accepts that:

1. following the completion of the lease service. the leased vehicie must be returned with all equipment end accessories to the site and within the deadline agreed in the CONTRACT or eartier at request of the SANDIEGO TOURS.
2. the prolongation of the agreed duration of the lease, as well as all other changes regarding the lease. must be *requested* From the SANDIEGO TOURS in written fom at least 48 hours before lease expiration) otherwise the SANDIEGO TOURS is authorized to report the leased vehicie missing. If CLIENT continues to use the car without SANDIEGO TOURS writlen consent, he agrees to pay to SANDIEGO TOURS double daily rate according to Regular price list for unreasonable prolanged time of rent. (lf CLIENT changes vehicle return location wilhout SANDIEGO TOURS written consent. he agrees to pay to SANDIEGO TOURS additional Fee prescribeu by Extra senrices and Fees price list.
3. the leased vehicle must not be used for training new drivers. transporting or towing other vehicles or trailers, participating in vehicle and sports exhibitions, perpetraning any kind of criminal offence or violation prescribed by valid regulations of the Repubec of Croatia.
4. the leased vehicle must be used for personal purposes on1y. in accordance with the CONTRACT and the purpose of the item, that is to say, the leased vehicle, and that he solely can operate the vehicte, as well as the person stated in the CONTRACT as the additional driver or the person holding a written approval of the SANDIEGO TOURS for the operation of the vehicle.
5. he must treat the leased vehicle with due care of a host/keeper and, in particular, that the leased vehicle, whenever vacated, must be properly locked and windovvs rnust be closed.
6. the leased vehicle must not be driven outside borders of the Republic of Croatia without prior agreement by the SANDIEGO TOURS, othervise CLIENT will pay Cross Border penalty *Fee* in amount of 3.800,00 HRK + VAT.
7. the CLIENT is obligated for veeicle intenor return back in the same condition as it was taken and to respect the smoking ban. Otherwise CLIENT will pay Violation of the smoking ban or/and greater interior dirt Fee.
8. in case od returning the vehcile outside working *office* hours without the presence of SANDIEGO TOURS without the presence of employees CLIENT is responsible for the vehicle till office opening time and every new recorded damage be charged from CLIENT'S preauthonsation amount on his credit card in accordance with the contracted vehicle insurance.

On the basis of the CONTRACT, the USER authorizes the SANDIEGO TOURS to charge him/her all traffic offences. as well as parking tickets and other fines, with no prior notification, if they result from *the* violation of valid regulations of the Republic of Croatia, and if they were commilted during the lease period. These costs should be increased by the handfing fees and should be charged to do one debit or credit card given at the front page of this lease contract.

Vl. DAMAGE AND LOSS OF DOCUMENTATION

If. due to the lack of attention of the USER or the additional driver, an engine or powertrain damage of the leased vehicle should occur, as a result of the lack of engine oil, manual transmission fluid orb differential fluid. cooling oil, filling the car with wrong fuel, as well as of the damage to the trunk case, clulch or any kind of damage to the chassis, or damage or theft of the tyres• wheels or wheel covers or other typical malfunctions caused by the lack ot attention or negligence of the USER or the additional driver, the USER must reimburse lhe SANDIEGO TOURS on a cumulative basis:

1. the entire amount for the repair of the vehicle
2, the amount of lost profil due to the vehicle not being used due to the repair:
3 the fee for the daily lease according to the valid Price Lisl:

Tee USER must reimburse the cost under the item number 2 and 3 for each day that the vehiele is not used due to the repair. but not mere than 30 days. The cost of reporting and re-issuing all lost accompanying documentation for the leased vehicle is charged according to the valid Pece List. The USER is liable for all damages incurred due to the failure to abide by the provisions of this CONTRACT.

9- THEFT, CAR ACCIDENT, MALFUNCTION OF THE LEASED VEHICLE

In case of a car accident the USER unedertakes to,

1. ensure the prevention of decay of the leased vehmle or of the occurrerence of evon more severe damage until the lakeover by the SANDIEGO TOURS and must keep all evidence until the arrival of a police officer, at the scene
2. call the officers of the Police District immediately after the damage and ask for the protocol of the accident
3. inform and provide statement to the closest branch office of the SANDIEGO TOURS on the occurred

situation In case of a theft of the leased vehicle. the USER undertakes to: call the officers of the Pclice Districit and ask for the protocol the theft, also to inform and provide statement to the closest branch office of the SANDIEGO TOURS on the occurred situation lf. due to the lack of attention of the USER or the additional driver, a theft of the leased vehicle should occur during the lease period, the USER must reimburse the SANDIEGO TOURS the value of the leased vehicle less the value of depreciation.

The USER shall *reimburse* the SANDIEGO TOURS, along with the value of the leased vehicle less the value of depreciation, the vehicle being the subject matter of the lease, the lost profit that the SANDIEGO TOURS musl suffer due lo the tack of the vehicle.

The some is applicable to the case where the USER. due to different reasons, is not able to return the leasud vehicte by the end of the 1ease period. All costs of the damage incurred during the car accident, for which no protocol has been done or the statement has been taken or if the leased vehicle was not treated with due care of a hosekeeper. shall be entirely borne by the USER, regardless of the fact that the USER has accepted and paid the additional insurance, and regareless of the guilt of the USER for the accident. If a powertrain failure of the leased vehicle should occur. the USER undertakes to ensure the preventior of decay of the leased ·vehicle or of the occurrence of even more severe damage until the takeover by the SANDIEGO TOURS and to inform and provide statement to the closest branch office of the SANDIEGO TOURS on the occurred situation. If the USER fails to act in accordance with these provisions. he must pay to the SANDIEGO TOURS, at their request. the full amount of the repair of the leased vehicle that resulted from an event that occurred during the lease period of the CONTRACT, as well as other losses incurred to the SANDIEGO TOURS due to the damage. including the lost daily amount of the lease due to the non-usage of the vehicle due to the repair, up to the maximum of 30 days. The USER shall only pay the participalton in the damage (franchise) stated in the Price List, in case of any kind of damage and/or loss of any kind of mechanical part of the leased vehicle, if *the* amount of the damage and/or loss is lower than the pertatning participation in the damage (franchise).

VIII COSTS REIMBURSED TO THE USER

SANDIEGO TOURS shall reimburse to the USER all costs for the oil. lubricants. regular servicing, and minor repairs that occurred during the lease period. except the costs of washing the vehicle, after submtting all settled invoices. The invoice must be addressed to the SANDIEGO TOURS and shall be acknowledged by the SANDIEGO TOURS if paid by cash to the legal entity. If the USER has changed an assemlyr. a part or a device of the vehicle the SANDIEGO TOURS shall not reimburse the USER for the value of that part, assembly or device. In order to be reimbursed for the abovementioned costs, the USER must provide the agreement of an authorised representative of the SANDIEGO TOURS: otherwise the reimbursement shall not be feasible. In case of a fault wilh the vehicle in Republic Croatia or/and in a foreign country. the CLIENT is obligated to contact the office for repairs or vehicle replacement. In case when CLIENT has SANDIEGO TOURS is written confirmation for vehicle repair or/and damage repair, SANDIEGO TOURS will retund the cost of repair when presented with the original invoice of an authorized service and part of the vehic1e which was replaced because of the fault in accordance with the contracted vehicle insurance. When passing the state border. the client is obligated to give a customs efficial the invoice for verification. SANDIEGO TOURS is not considered responsible for damage or loss to the property of the client in the rented vehicle.

IX. PARTICIPATION IN THE DAMAGE (FRANCHISE)

The participation in the damage (franchise) can be bought out by paying an additional amount for the buyoul of the franchise in accordance with the vatid pricelist (CDW +). Basic insurances CDW AND TP do not cover'Damage handling Fee in arnount of 304,00 HRK + VAT. The basic insurance CDW and TP insurance do not cover damages and losses that may occur an the risk territories and/or in war zones. or the case in which the leased vehicle is used outside borders of the Republic of Croatia without written consent of the SANDIEGO TOURS. By paying the daify passenger additional insurance (PAI)• te driver and the passengers are insured for the cases of death and disability up to the amount prescribed by the insurance company at which all SANDIEGO TOURS vehicles are insured. By accepting CDW. TP end CDWe and/or WUG insurances, the substantive liability of the USER for the damage incurred by not abiding by the items VI and VII of the General Terms and Conditions of the CONTRACT is not diminished. The insurance does not cover the liability of the USER or *the* additiona1 driver for the damage incurred to the leased vehicle and to the property of other legal and physical enetites. or the damage incurred to those persons. done purposefulty, under the infuence of alcohol or drugs, by driving without an appropriate driving licence or during *the* prohibition of driving (confiscated driving licence), as well: as in cases in which the number of persons in the vehicle exceeded the number of registered seats and in other circumstances 'prescribed by the rules of insurance, submitted to the USER for check. The insurance does not cover the folllowing risks: destruction/damage of the car tyre, wheel or wheel cover, and destruction/damage of the chassis, this can be redeerned by payment of premium WUG at the existing price. The insurance does not cover damages caused by war operations or riots.

X. FUEL -CLIENT bears the costs of the fuel consumed and he is responsible for refueling. In the case that CLIENT returns the vehicle with less fuel, SANDIEGO TOURS has the right to calculate the service of fueiling the lank according to SANDIEGO TOURS'S price list. XI . REMAINING PROVISIONS

SANDIEGO TOURS is not liable for the damage suffered by the USER due to the delay in the detivery of the vehicle. or for the damages that might be incurred to the USER or the driver due to the malfunction of the vehicle during the lease period.

Only the amendments done in written form are legally valid. The possible nutlity or impeccatelity of specific provisions of this CONTRACT cannot result in the nullity or impeccability of the entire CONTRACT The same is applicable for the gaps thal might appear in the implementation or interpretation of the CONTRACT. Invalid or impeached provisions. as well as all the gaps in the CONTRACT shall be replaced by the provisons of valid regulations of the Republic of Croatia, which are the closest to the sense and the purpose that the contracting parties intended when stipulating the contract, but principally the provisions of the Civil Obligations Act. The USER must not sublease the leased vehicle. The USER must not carry out any kind of modifications or the leased vehicle during the lease period, except for those stipulated in under the item VlII nf the General Terms and Conditions in case of a dispute. the parties shall consider the court at the location of the head office of the SANDIEGO TOURS to be the competenticourt.

'The CONTRACT is made in two identical copies.

,date USER