



## **Autoservis Dedić d.o.o.**

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OIB: 06403004041

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# **GENERAL CONDITIONS ON VEHICLE RENTAL**

## **1. INTRODUCTORY PROVISIONS**

**(a) "Lessor"** - the company AUTOSERVIS JOSIP DEDIĆ d.o.o., with its registered office at: *Kampor 225, 51280, Croatia, OIB: 06403004041*

**(b) "Lessee"** - a person or a legal entity under whose name the vehicle is rented. They are listed in the Vehicle Lease Agreement as the "Lessee" and are responsible for compliance with all points of these General Terms and Conditions of Lease and the Lease Agreement.

**(c) "Contract"** - an individual rental Agreement signed when a vehicle is taken over for rent, in which the use of the vehicle is approved, it defines the collection and return of the vehicle, coverage, equipment and services included in the rental price and the method of payment. The Contract also contains information on the mileage, fuel quantity, damage and possible defects on the rented vehicle, as well as other rights and obligations that both parties fully accept with their signatures. The condition of the vehicle at the time of issue and the General Terms and Conditions of Lease are considered part of the Vehicle Lease Agreement.

**(d) "Driver / Additional Driver"** - a person specified in the Lease Agreement as the "User" who signs the Lease Agreement and takes over the vehicle and is responsible for compliance with all provisions of the Lease Agreement.

**(e) "User"** - the Lessee, the Driver and the Additional Driver hereinafter referred by one word - the User.

**(f) "Vehicle"** - means the leased object of the Contract, the particulars of which are specified in the Contract.

## **2. RENTAL CONDITIONS**

By signing the Contract, the User confirms that they take over the vehicle in good condition, suitable for the agreed use, with all the associated equipment and accompanying documentation. The driver who takes over the vehicle on behalf of the User of the legal entity and signs the Agreement to have the authorization, guarantees and is responsible to the Lessor, jointly and severally with that legal entity, for compliance and fulfillment of all obligations under this Agreement. By signing the Agreement, the User warrants to the Lessor that they meet the general conditions of minimum years for driving a motor vehicle and that they have the necessary documents for driving a motor vehicle, in accordance with the positive regulations of the Republic of Croatia. The User is warranted to show the original documents to the Lessor while the Lessor is warranted to keep the copies of said documents as a form of addendum to the Contract. The User is still liable for traffic violations committed during the term of the Agreement after the termination of the Agreement.

## **3. TERMS OF PAYMENT**

The User is obliged to pay the amount of the invoice (contract) within the agreed period, otherwise they bear the costs of the dispute and default interest. The Lessor may charge the amount of the lease after the end of the lease, when they determine the existence of the User's obligation ( ie the User did not pay on time nor after the end of the Contract ), or the User may pay such costs in Agreement with the Lessor, which is the free choice of the Lessor. If the User pays the costs by direct payment to the account of the Lessor, they are obliged to do so within the specified deadline for payment of the invoice. In case of delay, the User is obliged to pay the Lessor legal default interest, as well as any additional costs actually incurred.

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#### **4. OBLIGATIONS OF THE USER**

By signing the contract, the User declares that they are familiar with all the following obligations, and that they accept them:

**(a)** that after the termination of the lease the vehicle will return to the Lessor's place at the given address in the Contract and within the period specified in the Contract or before the agreed deadline, at the request of the Lessor, in the same condition and with the same equipment and fuel amount upon the day of the lease;

**(b)** to request an extension of the agreed rental period, as well as any other changes to the lease, in writing, at least before the expiration of the rental period, otherwise the Lessor is authorized to report the disappearance of the leased vehicle;

**(c)** that the vehicle will not be overloaded, used for driver training, transport or towing of other vehicles or trailers, for paid passenger transport, for races, endurance tests, speed tests, for illegal acts;

**(d)** that the vehicle will be used only by the driver or an additional driver, for their own needs and in accordance with the purpose of the vehicle and that the vehicle will not be made available to unauthorized users and third parties;

**(e)** that the vehicle will be used properly and treated with the care of a good host / operator;

**(f)** that the vehicle, when left alone, will always be locked with the windows closed and the keys and documentation of the vehicle taken and always under personal control;

**(g)** to drive only on public roads, free from the effects of alcohol or narcotics, in compliance with all traffic regulations and traffic regulations;

**(h)** to take care of the regular technical correctness of the vehicle, ie to regularly check the coolant, oil, other fluids, tire pressure, etc.

**(i)** when indicated by the signal instruments in the vehicle or if the User considers that the vehicle requires servicing they are obliged to contact the Lessor for the purpose of performing regular services and sending the vehicle to an authorized service workshop, as well as for the purpose of performing other service activities and other repairs. In case of damage to the vehicle or damage to the vehicle due to non-compliance with the provisions of these General Terms and Conditions, the User is obliged to compensate all such damage and any lost earnings due to inability to perform basic activities with a particular vehicle.

**(j)** that the vehicle will neither carry nor allow the transport of more passengers or goods than the maximum allowed specified in the registration certificate, ie the vehicle, and that it will not make any modifications to the vehicle;

**(k) SMOKING IN THE VEHICLE IS PROHIBITED.**

**(l)** that the vehicle will not be driven outside the borders of the Republic of Croatia, unless previously announced.

**(m)** to bear all costs related to the operation of the vehicle, fuel, road tolls, bridge tolls, parking, misdemeanor and other similar fees, and the collection of all traffic offenses and parking and other penalties determined by the law of the country in which the vehicle is driven in, **during the duration of the lease, regardless of when they are determined or due, increased by any handling costs;**

**(n)** only a legal entity as the Lessee may, with prior written notice and consent of the Lessor, lease the vehicle to their employee as the driver, who meets the prescribed conditions, and in that case is obliged to acquaint them with these rental conditions and driver responsibilities in which case it does not diminish the liability of that legal entity for compliance with these Terms and the Lease Agreement.



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### **5. DAMAGES AND LOSS OF DOCUMENTATION**

**In case of damage to the vehicle, lack of equipment or accessories, missing documentation, license plates or vehicle keys, the User compensates the damage according to the valid Price List up to 500 EUR. The lessee is responsible for all damage caused to the vehicle by them or their authorized driver (another driver) under the influence of alcohol or drugs.** The User of the vehicle is responsible if there is damage to the engine or drive mechanism of the vehicle (for example due to lack of oil, coolant and other fluids in the engine), as well as in cases of crankcase damage, clutch damage (so-called burned clutch), vehicle undercarriage damage, losses / damage to vehicle documents and keys, loss / destruction of license plates, damage to the interior of the vehicle, burnt seats, inflow of inappropriate fuel or other malfunctions caused by negligence of the User or driver of the vehicle (eg careless driving or driving off paved roads). In all these cases, the Vehicle User reimburses the Lessor the full amount of vehicle repair costs and additionally the amount of lost daily rent of the vehicle according to the valid price list of the Lessor during the repair, but not more than 30 days, and all other damages, such as towing costs or impaired value of the vehicles. The User or the person to whom the User has given the vehicle for use, undertakes to use the vehicle according to the manufacturer's instructions, as well as the use of diesel or unleaded fuel according to the manufacturer's instructions. **All damages resulting from non-compliance with these instructions are not covered by insurance and fall to the detriment of the Vehicle User.**

### **6. THEFT, TRAFFIC ACCIDENT, FAILURE OF A RENTED VEHICLE**

In the event of a traffic accident, damage, breakdown, evasion, theft, vehicle malfunction or other similar circumstances, the User is obliged to:

1. protect and insure the vehicle from deterioration and even greater damage, until its takeover by the Lessor;
2. record the names and addresses of participants and witnesses;
3. call the amenable police station and ensure their record, except in the case of a malfunction;
4. without delay give a statement about the event in the nearest branch of the Landlord.

The User of the vehicle is obliged to report any damage to the vehicle to the police, in case the User does not provide a police record, does not give a statement, and does not provide an alcohol test of the driver, all costs of damages related to damage or disappearance of the vehicle, including lost profit in the amount of daily rent due to non-use of the vehicle during the repair, up to a maximum of 30 days, regardless of the user's fault for the event and whether the User has accepted and paid redemption of liability for participation in damage (CDW +) or redemption total liability for participation in damage (SCDW).

### **7. COSTS TO BE REIMBURSED TO THE USER**

The Lessor shall reimburse the User for the necessary costs for oil, lubricants, regular servicing and other necessary minor repairs, incurred during the rental, except for the costs of washing the rented vehicle, based on the invoice presented after payment. To reimburse the above costs, the User must obtain the consent of the authorized person of the Lessor, otherwise reimbursement will not be possible. The User is obliged to submit to the Landlord a valid invoice issued by the legal entity that performed the service, and reads *AUTOSERVIS JOSIP DEDIĆ doo, Savska cesta 106, OIB 78892791179*, which is a prerequisite for the payment of the fee.

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### **8. PARTICIPATION IN DAMAGE**

The User may reduce the damages by accepting the appropriate coverage, provided that the damage was not caused by a violation of the provisions of these Terms, the Lease Agreement and legal regulations, or intentional or improper use of the vehicle.

**Reduction of liability for damage or theft involving damage (CDW / TP);** by accepting, the User of the vehicle can reduce his liability for damage or theft, between the participation in the damage (franchise) and the full amount of damage.

**Accident Passenger Coverage (PAI);** the driver and passengers are insured in case of death and disability up to the amounts prescribed by the insurance company with which all the Lessor's vehicles are insured.

**Redemption of part of the liability for participation in the damage (CDW +);** by accepting and paying the daily cover, the User may limit his liability for damage to the vehicle.

**Purchase of liability for damage to tires, chassis and glass (WUG);** by accepting this fee, a cover for destruction / damage of tires, rim or rim cover, destruction / damage of vehicle undercarriage and vehicle windows is contracted.

**Redemption of total liability for participation in damages (SCDW);** by accepting and paying the daily cover, the User may further limit the total liability for damage to the vehicle. Payment of SCDW coverage does not cover the risks: destruction / damage of tires, rim or rim cover, destruction / damage of the undercarriage of the vehicle, interior of the vehicle (unless the interior is damaged in an accident), all vehicle windows and all damage without police record.

By signing the Lease Agreement, the User authorizes the Lessor to charge the credit card holder, or any other method of payment, all costs of repairs, failures or losses, up to the deductible or the full amount of damage if he did not comply with these general terms and conditions. After the vehicle has been returned and the User has not notified the Lessor in accordance with the vehicle return procedure. The insurance does not cover damages caused in risk areas or in war zones, as well as in case the rented vehicle is used outside the borders of the Republic of Croatia, in transit through Neum, transport by ferry and on islands, without the written consent of the Lessor.

### **9. COLLECTION AND PROCESSING OF PERSONAL DATA**

The User provides personal data voluntarily. Personal data of Users are needed in the process of realization of the requested service. The landlord uses and processes personal data in accordance with applicable regulations on personal data protection. Information on the processing of personal data, as well as on the rights of users, can be found in the Privacy Statement available at [www.AUTOSERVIS JOSIP DEDIĆ.hr](http://www.AUTOSERVIS JOSIP DEDIĆ.hr)

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**10. MISCELLANEOUS**

The Lessor is not liable for damage suffered by the User due to delays in delivery of the vehicle, as and for damages that would occur to the User due to a breakdown on the vehicle during the rental. The Lessor has the right to terminate the Lease Agreement and immediately take possession of the vehicle if the User does not act or does not act in accordance with any provision of these Terms or the Lease Agreement, or if the vehicle is damaged. Termination of the Lease under this provision is without prejudice to other rights of the Lessor under these Terms and the Lease Agreement. This Contract is made in two identical copies, one of which is delivered to the User, and the other is kept by the Lessor. By signing the last page of this Agreement, the User accepts this Agreement and all its provisions, and by accepting the insurance cover referred to in Article 8, they also accept the insurance conditions of the insurer for those types of insurance with which they are familiar. Amendments to this Agreement may only be made in writing, and word of mouth shall be invalid. In the event of a dispute under this Agreement, the parties agree on the territorial jurisdiction of the court in Zagreb with the application of Croatian law.