

CAR RENTAL AGREEMENT

1 Introductory Provisions

- 1.1. Individual words and terms from the form and text of this Car Rental Agreement (hereinafter Agreement) have the following meaning:
 - a) "Lessor" - company ZUBAK GRUPA d.o.o., Velika Gorica, Zagrebačka 117, OIB: 39135989747, which under the commercial name and brand ORYX rent-a-car carries out the car rental activity (hereinafter ORYX);
 - b) "Lessee" - a natural or legal person who or on whose behalf a vehicle is rented, except in the case of rent through an agent who has received rent on behalf and for the account of ORYX, in which case the Lessee is considered a Driver/Driver 1;
 - c) "Driver or Driver 1" - a person taking over ORYX's Vehicle;
 - d) "Driver 2, 3. etc "- the person(s) listed in the Agreement that is, in addition to the Driver, to operate the Vehicle (hereinafter Additional Driver(s));
 - e) "Vehicle" means the Vehicle to be rented, as specified in the Agreement;
- 1.2. The Lessee, the Driver, and the Additional Driver are jointly and severally liable to ORYX for the fulfillment of and adhering to all obligations and provisions of this Agreement and are hereinafter referred to as "the User" unless otherwise provided in this Agreement or the context. All other persons are considered to be unauthorized users of the Vehicle.

2 Subject Matter of Agreement

- 2.1. Based on the Agreement, ORYX hands over the Vehicle for use while the Lessee undertakes to pay the rent and other fees under the terms and conditions of this Agreement and ORYX's applicable price lists. The Driver who takes over the Vehicle on behalf of the Lessee's legal entity and signs the Agreement warrants to be authorized and is liable to ORYX, in solidarity with that legal person, to respect and fulfill all obligations under the Agreement. By signing this Agreement, the User hereby certifies that the Vehicle is taken in proper condition, suitable for contractual use, with all relevant equipment and all accompanying documents.

3. Terms of Rent

- 1.1. The Vehicle may only be driven by a Driver, or an Additional Driver listed in this Agreement who meets the statutory age requirements and hold a valid driver's license to drive the respective vehicle category for the rent duration. Exceptionally, the Lessee legal entity may, with prior written notice to ORYX, give the rented Vehicle for use to its Worker as a Driver complying with the prescribed conditions, and the Lessee in such a case is obliged to inform them of the terms and conditions of the rent and Driver's responsibilities.

4. Terms of Payment

- 4.1. The User undertakes to pay ORYX, according to the valid pricelist, immediately or within the deadline specified by ORYX, the rent, costs, and fees under this Agreement, as well as other expenses and fees stipulated by the Terms of point 10.1. and price lists of ORYX, including, but not limited to fuel, fuel charge, use of additional equipment, damage compensation, delay, repair of the Vehicle or equipment, the contractual penalty from point 8.2, and other fees regarding the use and rent of Vehicle. The Lessee, the Driver, and the Additional Driver are severally liable for the payment of all obligations under this Agreement.
- 4.2. The User, as well as any other guarantee provider, by signing the Agreement, authorizes ORYX to, without prior notice, collect all fees and expenses from point 4.1. incurred during the rental of the Vehicle by charging the credit or debit card specified in the Agreement at any time when ORYX determines the existence of a payment obligation. Any person other than the User who pre-authorizes their credit/debit card as a guarantee for the obligations under the Agreement shall assume a guarantee for all financial obligations from the Agreement as a payment guarantor to the pre-authorization amount.

5. User's Obligations

- 5.1. The User agrees to use the Vehicle properly, in accordance with the Agreement, and in particular:

- a) To return the Vehicle after the rental period to the place and within the deadline set forth in the Agreement, with the equipment and the amount of fuel it had when it was taken, and to request the extension of the rental period from ORYX at least 24 hours before the expiry of the agreed rental period, otherwise it will be deemed that the User unlawfully appropriated the Vehicle;
- b) that a Driver or an Additional Driver will only use the Vehicle and that the Vehicle will not be used by unauthorized users;
- c) (i) that the Vehicle will be appropriately used in accordance with its purpose, with due care of a good host or a good businessman; (ii) that the Vehicle will not be overburdened, used to train a driver, to tow other vehicles or trailers, for paid transport of passengers, for racing, to commit a criminal offense or a misdemeanor; (iii) that the Vehicle, when left, will always be locked, with closed windows and will take the Vehicle's keys and documentation; (iv) that it will be driven only on public roads, without the influence of alcohol or narcotics, while respecting all traffic regulations; (v) to take care of the regular technical validity of the Vehicle, i.e. regularly check the coolant, oil, tire pressure, etc., (vi) not make any modifications to the Vehicle,
- d) that the Vehicle will not be driven beyond the EU border unless previously notified to ORYX when booking or taking over the Vehicle, for which ORYX will charge a cross-border charge in accordance with the price list, otherwise the User loses the right to the protection provisions of point 9.2. even if paid.
- e) They will not smoke or allow smoking in the Vehicle; to cover all costs related to the operation of the Vehicle (fuel, toll, parking, misdemeanor, and other similar charges), that it will not and is not authorized to assume any liability on ORYX's behalf in connection with the Vehicle and its use and operation.

6 Traffic Offenses

- 6.1. For all penalties and fees related to traffic and/or parking, the Driver/Additional Drivers and the Lessee are severally liable to ORYX. ORYX may choose, in the event of notification of a traffic or parking offense/compensation incurred during the rent, to send a copy of such notification as soon as possible to the Lessee and/or Driver/Additional Driver and to provide the necessary information to the competent authority for issuing such notice/penalties on Driver/Additional Driver or Lessee.
- 6.2. ORYX is entitled to charge to the Driver/Additional Driver or the Lessee an administrative fee of **HRK 160,00 + VAT** for processing or sending of a notification to the Competent Body or User related to traffic and/or parking violations.

7 Damage, Malfunction, Traffic accident, Theft, and Loss of Documentation

- 7.1. If the Vehicle has participated in a car accident, is damaged, broken or requires repair or rescue, regardless of cause, or if disappeared/stolen, the User must immediately inform ORYX about the incident and complete the event/damage report, secure the Vehicle from decay and more damage, stop the Vehicle without delay, and in any case call the police and ask for a log of the event - especially in the event of a traffic accident, theft or collision with an animal, fire or explosion of the Vehicle.
- 7.2. The User may not organize or undertake any repairs without the consent of ORYX, 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 exclusively to ORYX.
- 7.3. The User is also liable for any damage if due to improper use of the Vehicle (which includes the continuation of driving even though the defect on the Vehicle is visible and/or if the dashboard on the Vehicle shows a malfunction and/or defect and/or warning) or the fault of the User there is damage to the engine or to the propulsion mechanism of the Vehicle due to the lack of motor oil, continuing driving without oil, using inadequate oil or fuel, lack of gear oil or differential or coolants, as well as damaging the oil sump, clutch, transmission, or damage to the lower body of the Vehicle or any other malfunctions caused by the fault, improper use or negligence of the User.

- 7.4. The cost of the registration and re-issue of the lost accompanying documentation for the Vehicle (registration number, traffic license, etc....) is charged to the User according to the valid pricelist of ORYX.

8. Return of Vehicle and Customer Responsibility

- 8.1. The User is obliged to return the Vehicle undamaged, in the same condition as when rented.
- 8.2. If the User does not return the Vehicle according to the previous point, undamaged and in the condition in which it was taken, it is obliged to pay ORYX the contractual penalty depending on the vehicle category and type of damage according to the current ORYX price list.
- 8.3. Except for a contractual penalty, the User is obligated to compensate ORYX for any damages incurred on the Vehicle or in connection with the Vehicle, which applies but is not limited to: (i) any loss, theft, disappearance, or damage of the Vehicle and its parts or accessories; (ii) any consequential damages or costs, including repair costs, losses due to the inability to rent the Vehicle, etc.; (iii) any damage to third parties and their property, (iv) legal costs related to the said damages.

9. Protective Provisions/clauses

- 9.1. Responsibility and obligation of the User referred to in points 8.2. and 8.3 (i) may be limited by the stipulation of the protective clause, which must be stated on the Agreement, and payment within the time limit referred to in point 4.1. daily allowance/fee for the agreed clause from point 9.2. according to the valid pricelist of ORYX.
- 9.2. ORYX offers the User the possibility to negotiate the following clauses or fees:
- "CDW" - payment of this fee reduces/limits the User's obligation to pay the contractual penalty referred to in point 8.2 except in the event of the destruction/damage of the lower body of the Vehicle (tires, rims, rim cover, etc.), interior of the Vehicle and glass, in which case the User, in addition to the contractual punishment, shall compensate ORYX for such damages in full amount of repairs.
- "CDW+" - payment of this fee relieves the User of payment obligations and contractual penalty from point 8.2. unless there is a destruction/damage to the lower body (tires, rims, rim covers, etc.), the interior of the Vehicle, and the glass, in which case the User shall, in addition to the contractual penalty, compensate this damage in full amount of repairs.
- "WUG" - payment of this fee relieves the User of responsibility for the destruction/damage of the lower body of the Vehicle (tires, rims, rims, etc.) and glass. WUG does not relieve the User of liability for damage to the interior of the Vehicle.
- "TP" - payment of this fee in the event of theft of the Vehicle limits the liability of the User to the payment of the contractual penalty referred to in point 8.2.
- "PAI" - contracting and paying the fee for this clause insures the Driver and passengers against the accident in the event of death and disability to the amounts stipulated by the insurance company where the ORYX Vehicle is insured.
- These fees are contracted as part of a package of clauses where:
- The **BASIC** clause package includes CDW and TP
 - The **SILVER** clause package includes CDW; TP, and CDW+
 - The **GOLD** clause package includes CDW; TP; CDW +, and WUG
 - The **PLATINUM** clause package includes CDW; TP; CDW+; WUG, and PAI
- 9.3. Payment of CDW, CDW +, WUG, and TP fee does not limit or reduce the User's financial responsibility for (i) damages to third parties and their property, (ii) damages referred to in point 7.3; (iii) damages caused by violation of the provisions from points 5.1.a), b), c) and d) and 7.1. of the Agreement, (iv) in the cases referred to in point 16. of the General Terms of point 10.1., and in other circumstances provided for by law and the conditions of insurance of the related Vehicle which regulate the loss of insurance rights (e.g., driving under the influence of alcohol, drugs, no valid driver's license or revoked Driver's license, intentional damage, lack of police records, keys, or vehicle documents, etc.). Also, the fees referred to in point 9.2. do not release the User from the obligation to compensate for the loss/damage to the additional and obligatory equipment, keys, and vehicle documents.

- 9.4. The User is obliged to prove that the Vehicle has been used correctly by complying with this Agreement and other regulations, as well as any third-party liability, with credible documentation (police record) at the latest when returning the Vehicle or terminating the rent or when calculating the price, contractual penalty, compensation, and damages of ORYX, otherwise, it shall lose the right to protective provisions from points 9.1. and 9.2.

10 Other Provisions

- 10.1. This Agreement is governed and supplemented by the General Terms and Conditions of the Car Rental Agreement published on the web page <https://www.oryx-rent.hr/>, and valid price lists of ORYX published in offices or on the said web page.
- 10.2. Only those amendments to the Agreement that have been made in writing are valid.
- 10.3. Croatian law has jurisdiction for all relations and disputes arising from this Agreement and in connection with this Agreement, and the court in the Republic of Croatia, according to the ORYX headquarters, will be competent for all the disputes. The Agreement is concluded in two identical copies, one copy for each party.

11. Personal Data

- 11.1. The Lessor ZUBAK GRUPA d.o.o., contact zastita-podataka@zubakgrupa.hr, web: <https://www.oryx-rent.hr/>, processes the User's personal data for the purpose of concluding and executing the Car Rental Agreement. Information on the processing of personal data and the rights of the User regarding this data can be found in the "Privacy Statement" available on our website <https://www.oryx-rent.hr/>