

## GENERAL TERMS AND CONDITIONS OF THE VEHICLE RENTAL AGREEMENT

### 1. Recitals

1.1. Within the meaning of these General Terms and Conditions of the vehicle rent (hereinafter: Terms and Conditions), the following words and expressions shall have the following meanings:

- a) "Owner" - ZUBAK GRUPA d.o.o. having its registered office in Velika Gorica, Zagrebačka 117, OIB: 39135989747, which under the commercial name and brand ORYX rent-a-car performs car rental service (hereinafter referred to as ORYX), e mail: [reservations@oryx-rent.hr](mailto:reservations@oryx-rent.hr) phone: +385 (0)1 29 00 333;
- b) "Renter" - any natural or legal person renting a vehicle or having a vehicle rented for himself/itself, unless the rent is arranged via a commercial agent who received from the User the relevant amount of money for and on behalf of ORYX for the rent for the agreed term of rent which is indicated on the certificate/voucher from section 4.5 of the Terms and Conditions, in which case the Operator/Operator 1 shall be treated as the renter.
- c) "Operator or Operator 1" - the person taking the vehicle from ORYX;
- d) "Operator 2, 3, etc." - person(s) stated in the Agreement who are authorized to operate the vehicle in addition to the Operator (hereinafter: Additional Operator(s));
- e) "Consumer" shall mean any natural person using the rent who enters into the rental agreement or acts on the market beyond the scope of its commercial, business, trade or professional activity;
- f) The Renter, Operator and Additional Operator shall be jointly and severally liable to ORYX for the performance of and compliance with all provisions of the Terms and Conditions and the Agreement and shall hereinafter be jointly referred to as the "User", unless the Agreement or context requires otherwise.
- g) "Unauthorized User/Operator" - any person not indicated in the Rental Agreement as an authorized user of the vehicle (except for a person indicated as the user, i.e. operator of the vehicle by a legal person in accordance with Section 9.2.2 of these Terms and Conditions) or any other person not eligible for operating the relevant class and category of vehicle or a person whose authority/driving license has been revoked, was banned and legally sanctioned from operating the vehicle;
- h) "Third Party" shall mean any natural or legal person other than ORYX and the User of the vehicle being rented (e.g. passengers in the vehicle, persons outside the vehicle, other participants in traffic, pedestrians, etc.);
- i) "Start of Rent" shall mean the date and time of collecting the vehicle for rent, that is, the time the User is required to collect the vehicle for rent;
- j) "End of Rent" shall mean the date and time of returning the vehicle to ORYX, that is, the time the User is required to return the vehicle to ORYX;
- k) "Collecting and Returning Point/drop off" shall mean the ORYX's site/office where the User collects the vehicle at the beginning of the rent and returns the vehicle at the end of the rent, that is, the location where the User is required to collect and return the vehicle;
- l) "Vehicle" shall mean the vehicle specified in the Rental Agreement, given for rent;
- m) "Rental Agreement" shall mean the individual agreement to be executed at acceptance of a vehicle for rental (hereinafter: Agreement).

1.2. These Terms and Conditions contain all pre-contractual information that is required to be provided to the Consumer and any other User prior to entering into the Rental Agreement.

1.3. By reserving the Vehicle with ORYX and entering into the Rental Agreement, the User acknowledges these Terms and Conditions and agrees to their applicability.

1.4. These Terms and Conditions that supplement the provisions of the Rental Agreement shall apply to the individual Rental Agreement to be signed by the User when collecting the Vehicle in ORYX' office. In case of any discrepancy between the provisions of a Rental Agreement and these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

### 2. Subject Matter of Agreement

2.1. Pursuant to the Agreement, ORYX shall provide the Vehicle, in the condition fit for the use, to the Renter to be used by him and the Renter shall pay rent, other fees and expenditures, under the terms of the Rental Agreement, Terms and Conditions and pricelists of ORYX. The type and brand of the Vehicle to be rented shall be specified in the Rental Agreement.

### 3. Terms of Rent

3.1. Entering into the agreement for the rent and use of the Vehicle shall be subject to the following conditions:

- a) the User must be at least 18 years old,
- b) the User must have held a valid driving license allowing him to operate the relevant vehicle category for at least 1 year (365 days of its issuance)
- c) The User must have a valid credit card accepted by ORYX, whereby he shall guarantee for any liabilities

arisen from or in connection with the rent of the Vehicle, subject to these Terms and Conditions and the Agreement.

- 3.2. As a condition precedent to collecting the Vehicle, the User shall at the time of collecting the Vehicle present to ORYX such original documents (Identity Card, driving license) that shall demonstrate that he meets the above requirements for operating the Vehicle. ORYX shall retain copies of such documents for its internal purposes.
- 3.3. The Operator collecting the Vehicle and executing the Rental Agreement for a Renter being a legal person shall warrant that he is authorized to do so and shall warrant and be liable to ORYX jointly and severally with that legal person for the compliance with and performance of all obligations hereunder.

#### **4. Reservations and Remote Execution of the Agreement**

- 4.1. If the User wishes to reserve a Vehicle for rent, he may contact ORYX using different channels (ORYX's e-mail: [reservations@oryx-rent.hr](mailto:reservations@oryx-rent.hr), telephone, web, via an intermediary, representatives/agents, etc.). The "Reservation" of a Vehicle rent shall represent an ORYX's record whereby the User providing his name and other information he shall be required to provide at such time expresses a wish and intention to rent a certain class of Vehicle from ORYX as of a particular hour and date and at a particular location (time, date and place of collecting the Vehicle) and to return the Vehicle to ORYX at a particular time, date and place (time, date and place of returning the Vehicle). The time of collecting and returning the Vehicle specified in the reservation shall always be stated according to the local time, that is, ORYX's time.
- 4.2. ORYX shall normally only accept reservations for a particular class/type of Vehicle rather than for Vehicles of particular brands, models, manufacture years or models with particular characteristics that are not common to all vehicles in the class, so ORYX shall not be required to provide a vehicle of the brand reserved by the User.
- 4.3. When making his reservation using any of the options described in paragraph 1 of this Section of the Terms and Conditions, the User shall be provided with the available information about the basic price of the rent per day inclusive of VAT as well as information about the additional services, additional equipment and their respective prices and protective clauses under Section 15 of these Terms and Conditions, while any additional fees and costs shall be accounted for in accordance with these Terms and Conditions, the Rental Agreement and the applicable ORYX's pricelists.
- 4.4. ORYX shall administer such received reservation and may accept or reject it subject to its terms applicable to such rental, availability of the Vehicle, etc. and shall notify the User thereof using an available or established channel of communication.
- 4.5. At confirmation of a reservation, the indication of the reservation number shall mean that the Rental Agreement has been entered into for the period and the vehicle class/type indicated in such confirmed reservation. For a reservation made and confirmed via representative, agents or via web, the User shall receive at his e-mail address provided by him, i.e. representative or agent, a reservation confirmation, i.e. voucher, which shall be treated as confirmation of executed agreement to the consumer within the meaning of the Consumer Protection Act, whereas a Consumer who made his reservation using any other option of remote communication (e-mail, phone) shall receive his agreement and confirmation of executed agreement at the time he begins to use the rental. Each Consumer who made his reservation using a means of remote communication shall sign the individual Rental Agreement at collection of the Vehicle.
- 4.6. The Agreement shall be deemed entered into for the period specified in the confirmed reservation or the Rental Agreement.
- 4.7. Each party shall be responsible for its costs of using such means of remote communication within the meaning of this Section.

#### **5. Cancelling the Reservation and Terminating the Agreement**

- 5.1. If the Consumer or the User wishes to cancel or change his reservation (different class of Vehicle, Start of Rent, End of Rent, rental location, etc.), he shall notify ORYX thereof in a timely manner as soon as possible, but no later than 24 hours prior to the Start of Rent.
- 5.2. To be entitled to cancel or change his reservation referred to in the preceding paragraph, the Consumer or the User shall send his statement of cancellation or change of reservation to ORYX to its e-mail address: [reservations@oryx-rent.hr](mailto:reservations@oryx-rent.hr) or by mail to ORYX GRUPA d.o.o. Ljudevita Posavskog 7/A, Sesvete, Croatia, or shall make such a statement using a telephone or any other available channel of communication, which statement shall include his full name, address, telephone/fax number or e-mail address, and the reservation, confirmation or voucher number.
- 5.3. If the Consumer or the User changes his reservation prior to the Start of Rent in relation to the class of the Vehicle or the Start of rent, the End of Rent or the rental location, which must be confirmed by ORYX, ORYX reserves the right to change the price of the rental according to the applicable prices.
- 5.4. In case the Consumer or the User fails to collect the Vehicle on the date and at the time of the Start of Rent

without providing a prior notice thereof to ORYX in accordance with sections 5.1. and 5.2. of the Terms or if he fails to notify to ORYX the reasons for such delay in writing or by telephone, the reservation shall be deemed cancelled 3 hours following the intended Start of Rent. In such case, ORYX reserves the right to charge the basic price for the relevant Vehicle class in accordance with the agreed term of the rental.

- 5.5. Neither the User nor the Consumer shall be entitled to terminate the Agreement if the rent has already started and the Rental Agreement has been fully performed, that is, after the rental service has been provided and the Vehicle has been returned.
- 5.6. In case the Consumer or the User returns the Vehicle prior to the agreed End of Rent contrary to the preceding paragraph, ORYX shall be entitled to charge the Consumer or the User for the rental up to the agreed End of Rent and, if the Vehicle is used after the End of Rent, ORYX shall be entitled to charge the User or the Consumer the Renter up to such time the Vehicle is returned to ORYX as well as the relevant additional fees payable for returning the Vehicle late.

## **6. Basic Price of the Rental, Additional Services, Fees and Costs**

- 6.1. The basic price of Vehicle rental shall normally only pertain to the price of renting the Vehicle, unless otherwise defined in the pricelist or the Rental Agreement.
- 6.2. Any additional services, fees and costs payable additionally according to these Terms and Conditions, the Rental Agreement and ORYX's pricelists are not included in the price of the rental.
- 6.3. The amounts payable for rentals, additional services, fees and costs shall be subject to change according to ORYX's business decisions or any changes to tax rates, government levies or regulations. The User may contact ORYX to obtain information about vehicle rental prices using different channels, including telephone lines, websites, travel agents, representatives, and intermediaries, provided that such information shall be indicative and shall not create any rights or obligations.
- 6.4. The User shall pay ORYX the basic price of rental and for any additional services and equipment used by him (e.g. GPS, child safety seat, etc.), as well as any additional fees, services and costs not stated in the Rental Agreement, these Terms and Conditions, the relevant regulations, and ORYX's pricelists and rates.
- 6.5. The fees and costs payable separately prior to or on expiration of the rental according to ORYX's applicable pricelists and rates shall include but not be limited to:
  - a) the fee for the Additional Operator;
  - b) the fee for Operators younger than 21 years old;
  - c) the fee for one-way rentals, that is, such rentals where the User collects the Vehicle for rental at one ORYX's office and returns it at another (not applicable to offices in the same city) or at such location where ORYX does not have an office;
  - d) the fee for the change of location for the collecting/returning the vehicle
  - e) additional fees for exceeding the relevant number of kilometers compared to the agreed or approved; the fuel and fueling fee if the Vehicle is not returned with the amount of fuel it contained at the time it was collected for rental;
  - f) the late Vehicle return fee,
  - g) the late Vehicle collection fee
  - h) the fee for collecting, delivery or returning the Vehicle after the relevant office's hours of operation or during non-working days, holidays or memorial days prescribed by the Law on Holidays, Memorial Days and Non-Working Days in the Republic of Croatia;
  - i) the fees for damage to or repair of the Vehicle (depending on other provisions of the Terms and Conditions and the Rental Agreement), as well as any other costs pertaining to resolving, collecting compensation for or repairing such damage (including the relevant legal expenses);
  - j) the liquidated damages from section 15.2.
  - k) damage processing and reporting fees
  - l) the fees for damaged or lost parts, keys or equipment of the Vehicle;
  - m) the fee for lost or damaged Vehicle documents;
  - n) the fee for cleaning the interior of the Vehicle if the Vehicle is returned in a particularly dirty condition, which requires additional cleaning or freshening of the Vehicle. This includes but is not limited to spilt fluids, food, vomit, and any other stains or unpleasant odors including cigarette smoke, etc.;
  - o) any traffic and/or parking charges/finest as well as any other similar fees arisen in connection with the use or operation of the Vehicle (e.g. road tolls, bridge tolls, etc.);
  - p) ferry fees
  - q) airport fees
  - r) the administration fees specified in these Terms and Conditions, the Rental Agreement or ORYX's pricelists and rates.

## **7. Payment terms**

- 7.1. ORYX accepts credit cards of internationally recognized credit card companies such as American Express, Diners Club, MasterCard and Visa.
- 7.2. Prior to collecting the Vehicle for rental, the User shall provide his credit card so that ORYX could have the amount determined at its sole discretion, depending on the Vehicle's class, term of the rental, etc., preauthorized, all as a guarantee of payment of rent, all fees and expenses of these Terms and Rental Agreement. Every person, different from the User, which in the Rental Agreement or pre-authorizes their credit/debit card as a guarantee for the obligations of the Agreement, assumes guarantee for all financial obligations of the Rental Agreement as paying guarantor to the amount of the pre-authorization.
- 7.3. The User agrees to pay immediately or by the deadline defined by ORYX, according to the current price list, the rent, expenses, fees, contractual penalties and all other amounts arising or that may arise regarding the rent and use of the vehicle. The responsibility of the Renters, Operator and Additional Operator for the payment of all obligations hereunder and the Rental Agreement, or the related rent and use of the vehicle to ORYX is joint and several.
- 7.4. By reserving a rental and signing the Rental Agreement, the User, as well as any other giver of guarantee, i.e. credit card, authorizes ORYX to charge his account for all amounts, fees, expenses, contractual penalties, damages, etc., payable according to these Terms and Conditions, the Rental Agreement and ORYX's pricelists and rates by charging User's account, i.e. other giver of credit card. The User's account, or account of other giver of credit card, shall mean the account relevant to the credit or debit card used to preauthorize the relevant amount or any other account as agreed.
- 7.5. ORYX may charge the User's account for the relevant amounts payable during or after the term of the rental if it finds the User to have a liability, or the User may pay such costs as agreed with ORYX, in any event at ORYX's sole discretion.
- 7.6. If the User fails to pay any amount payable under these Terms and Conditions or the Rental Agreement within the time limit indicated in the invoice, or in the Rental Agreement, or a notice or any other document, ORYX may, without compromising any other rights it has, charge the User all additional costs as stated below:
  - a) the statutory default interest accruing at the rate defined by the relevant Croatian regulations;
  - b) any costs incurred by ORYX in connection with any action taken for the purpose of collecting any amount payable to it, whether ORYX takes such action itself or through a debt collection agency or any other external agency or law firm.

## **8. Collecting and Returning the Vehicle**

- 8.1. ORYX shall deliver the Vehicle to the User eligible to rent it in a good and roadworthy condition, including all required documents, parts, accessories and mandatory equipment. The Users shall make any comments regarding the condition of the Vehicle immediately, prior to driving the Vehicle away from the location of its collection.
- 8.2. By signing the Rental Agreement, the User confirms he collected the Vehicle in a functional condition suitable for the agreed use, complete with all relevant equipment and all supporting documents.
- 8.3. The User shall return the Vehicle complete with all documents, spare parts and equipment, in the same condition it was in at the time of collecting it, in the place, on the day and at the time indicated in the Rental Agreement and containing the same amount of fuel it contained at the time he collected it for rental.
- 8.4. If so requested by the User, the Vehicle may be collected or returned after the relevant office's hours of operation, for which ORYX is entitled to charge a fee according to its applicable pricelist. If the Vehicle is returned after the ordinary hours of operation, the User shall act in accordance with the instructions for returning the Vehicle after hours, in which case he shall remain fully responsible for the Vehicle until such time the Vehicle is collected by ORYX.
- 8.5. If the Vehicle is delivered or returned within the same city where the delivering or collecting office is located, such delivery of the Vehicle to the User and collection of the Vehicle from the User outside ORYX's office shall be paid for according to ORYX's applicable pricelist. The Vehicle may be delivered and collected outside such city where an office is located in case the User accepts ORYX's offer provided by it specifically for such case.

## **9. Use of the Vehicle**

- 2.1. The User shall:
  - a) return the Vehicle on expiration of the term of the rental at the place and within the period defined by the Agreement, in such condition, with such equipment and containing such amount of fuel as at the time of its collection or earlier at ORYX's request, provided that any extension of the agreed term of the rental shall be requested from ORYX at least 24 hours prior to the expiration of the original term of the rental; otherwise, the User shall be deemed to hold the Vehicle illegally,
  - b) not overload the Vehicle or use it for driver training or transport or towing of other vehicles or trailers, for

- c) ensure that only the Operator or the Additional Operator use the Vehicle for their own purposes in accordance with the intended use of the Vehicle;
  - d) not allow any Unauthorized User/Operators or Third Parties to use the Vehicle,
  - e) use the Vehicle properly and treat the Vehicle according to the best business practices,
  - f) not smoke or allow anyone else to smoke in the Vehicle;
  - g) always brake the Vehicle, and lock it after leaving it with its windows closed and take the Vehicle's keys and document with him and always have them under his personal control, activating all safety systems in case the vehicle has them;
  - h) only drive on public roads, not being under the influence of alcohol or narcotics, in compliance with all relevant traffic regulations and flows,
  - i) ensure that the Vehicle is technically functional i.e. regularly check the coolant, oil and tire pressure levels, etc.;
  - j) refrain from making any modifications on the Vehicle;
  - k) be responsible for all costs in connection with the operation of the Vehicle, fuel, road tolls, bridge tolls, parking charges, fines for violations, and other similar charges,
  - l) not allow for passengers or cargo in excess of the maximum allowed levels stated in the Vehicle's registration document to be transported in the Vehicle;
  - m) not drive the Vehicle beyond the borders of the EU, unless he notifies ORYX in advance when making his reservation or collecting the Vehicle, for which ORYX may charge additional fees in accordance with the Pricelist (cross-border fee). In case of violating such cross-border and territorial restrictions with respect to the use of the Vehicle, the protective clauses applicable to the User as specified in Sections 14 and 15 of these Terms and Conditions shall cease to apply;
  - n) not assume and is not authorized to assume any obligations on behalf of ORYX in connection with the Vehicle or its use and operation.
- 2.2. As an exception and subject to prior written notice given to and consent given by ORYX, a Renter who is a legal person may allow its eligible employee to use the Vehicle and shall in such case acquaint such employee with the Terms and Conditions of the rental and Operator's responsibilities, which shall in no case reduce such legal person's responsibility for complying with these Terms and Conditions and the Rental Agreement.

## **10. User's Obligations**

- 10.1. During the term of the rental, the User shall:
- a) act in a reasonable manner and according to the best business practices when driving and parking the Vehicle;
  - b) maintain the coolant and battery fluid in the Vehicle at the required level;
  - c) maintain the oil in the Vehicle at the required level;
  - d) only use the type of fuel specified for the Vehicle in question;
  - e) maintain the tire pressure at the required level;
  - f) refrain from altering the speedometer or odometer readings;
  - g) discontinue driving and immediately notify ORYX in case a light signal is activated or if the User considers the Vehicle to need a mechanical inspection or repair; and
  - h) ensure that all Operators authorized to use the Vehicle during the term of the rental are fully familiar with and aware of the provisions of the Rental Agreement and these Terms and Conditions.

## **11. Traffic Violations**

- 11.1. The Renter, Operator, and Additional Operators shall be jointly and severally responsible to ORYX for any fines or charges relating to traffic and/or parking. In case ORYX receives a notice of traffic or parking violation/fine committed or incurred during the term of the rental, it may send to the Renter, Operator and/or Additional Operator a copy of such notice as soon as possible and provide the necessary information to the authority responsible for issuing such notice, penalty or fee to the Operator, Additional Operator and/or Renter.
- 11.2. ORYX is entitled to charge the Operator/Additional Operator an administration fee of **HRK 160 + VAT** (if the User is not a Croatian citizen, such fee shall be converted to EUR or the currency of the User's country at the Croatian National Bank's exchange rate applicable on the date such charge/invoice is issued to the User) to cover the costs of administration and sending the notice to the relevant authority, the Operator, Additional Operator or the Renter in connection with such traffic and/or parking violations and charges/fines.
- 11.3. In case ORYX is required to pay any amount for any traffic or parking violation, ORYX shall, after paying them, charge the User/his account for the amount of such paid fees plus interest and other expenses.

## **12. Damage, Defect, Traffic Accident, Stolen/Lost Vehicle and Lost Documents**

- 12.1. If the Vehicle is involved in a traffic accident or is damaged, broken or requires to be repaired or salvaged, irrespective of the cause, the User shall stop the vehicle without delay, immediately notify ORYX and the police of such incident and request a record be made of the event, shall complete a report of such event/damage and shall ensure that the Vehicle does not deteriorate or suffers additional damage.
- 12.2. The User shall not procure or undertake any repairs without ORYX's approval, except to the extent necessary to prevent further damage to the Vehicle or any other property. If the Vehicle requires to be repaired or replaced only ORYX may provide another vehicle to the User at its sole discretion.
- 12.3. Particularly in case of a traffic accident, or if the Vehicle is stolen/missing, collision with an animal, fire, burning vehicle, or explosion of Vehicle, the User shall call the police and request a report of the event be made.
- 12.4. The costs of reporting lost and obtaining new supporting documents for the Vehicle shall be payable by the User according to the applicable Pricelist.
- 12.5. ORYX shall reimburse the User for all necessary costs of oil, lubricant, regular maintenance and minor repairs required during the term of the rental, provided such costs are notified to ORYX in advance and approved by it, except for the cost of washing the rented Vehicle, subject to presentation of a paid bill. Such bill must be issued in ORYX's name and shall be recognized by ORYX if paid in cash to a legal entity.
- 12.6. If the User is found to have unreasonably or unnecessarily replaced an assembly, part or device on the Vehicle, ORYX shall not pay the User the value of such part, assembly or device.
- 12.7. The reimbursement of User's costs is subject to consent of ORYX's authorized person; otherwise, such costs shall not be reimbursed.
- 12.8. ORYX shall not be liable for any damage incurred by the User or any passengers in the Vehicle or third persons and their property.

### **13. User's Liability for Damage**

- 13.1. The User shall reimburse ORYX for all the damages incurred to the vehicle or connected to the vehicle and for the damages incurred connected to the use of the vehicle, relating to but not limited to:
  - a) any loss, theft or disappearance of or any damage to the Vehicle or any of its parts, accessories or additional equipment;
  - b) any consequential damage, loss or costs incurred by ORYX, including the costs of any repair, salvage, losses resulting from the inability to rent the Vehicle, storage charges, damage administration, legal expenses, etc.;
  - c) any loss or damage incurred by any passengers in the Vehicle, Third Parties or their vehicles or property during the term of the rental, i.e. use of vehicle.
- 13.2. Within the meaning of the preceding paragraph, the User shall in particular be liable for any damage or loss resulting from:
  - a) failure to comply with these Terms and Conditions (in particular Sections 9 and 10 hereof), the Rental Agreement or the applicable regulations,
  - b) improper use of the Vehicle or any action of the User resulting in damage to the engine or its drivetrain;
  - c) insufficient oil levels, filling inappropriate oil or fuel, lack of transmission or differential fluid, coolant or any damage to the oil tank, clutch or any damage to the Vehicle's undercarriage,
  - d) any action taken by an Unauthorized User/Operator.
- 13.3. The User shall also be liable for any other damage resulting from his failure to comply with the provisions of these Terms and Conditions, the Rental Agreement and the applicable regulations.

### **14. Insurance Against Third Party Liability**

- 14.1. Pursuant to the relevant regulations and terms of insurance, ORYX's vehicles are insured against damage caused by using the Vehicle to any Third Party such as death, physical injury, impaired health or destruction of or damage to any items during the term of the rental.
- 14.2. Such insurance may be invalid if the User breaches any provision of these Terms and Conditions, the Rental Agreement, any applicable regulations or terms of insurance, in which case the User agrees to compensate ORYX for or pay it in arrears all expenses incurred in connection therewith if ORYX is required to compensate such Third Party or their insurer for such damage.

### **15. Responsibility for the return of vehicles and protective provisions/clauses**

- 15.1. The User shall return the Vehicle undamaged, in the same condition as when rented, in accordance with the other provisions of these Terms and the Rental Agreement.
- 15.2. Should the User fail to return the Vehicle in accordance with the previous section, undamaged and in the

condition in which it was taken, the User shall pay to ORYX for all the damage (penalty) depending on the category/class of vehicle and the type of damage, according to the applied ORYX's pricelist.

- 15.3. In addition to the liquidated damages, the User shall compensate entire damage to the vehicle or in connection with the vehicle, in accordance with section 13.1. of these Terms and with the Rental Agreement.
- 15.4. The User's liability referred to in Section 15.2 and 13, 1a) of these Terms and Conditions (other than the liability for missing additional equipment or parts of the Vehicle) can be limited by contracting the protective provisions/clauses, which must be indicated in the Agreement, and payment within the period referred to under 7.3. these Terms, daily extra/fee for the agreed protective clause referred to in section 15.5. of the Terms according to the applied ORYX's pricelist. )
- 15.5. ORYX offers to the User the possibility of contracting the below indicated protective provisions/clauses and fees :
- CDW (Collision Damage Waiver) – by contracting and paying the fee for this clause, the User's obligation is reduced/limited to the obligation to pay liquidated damages for section 15.2 of the Terms and Conditions, according to the ORYX's pricelist for the relevant class of vehicle. CDW clause does not limit the User's liability for: destruction of/damage to car tires, wheels or wheel trims, destruction/damage to the Vehicle's undercarriage, interior or glass, in which case the User, in addition to liquidated damages, shall compensate to ORYX for damage to those parts of the vehicle in the full amount of repair.
  - CDW + clause does not limit the liability of the User for: destruction/damage to the tires, wheel or hubcap, destruction/damage to the undercarriage of the vehicle, the vehicle interior and windows in which case the User, in addition to liquidated damages, shall compensate ORYX for the damage to the those parts of the vehicle in the full amount of repair.
  - TP (Theft Protection) – by contracting and paying the fee for this clause in the event of theft of the Vehicle, User's liability is limited to the payment of liquidated damages from section 15.2 of the Terms and Conditions.
  - WUG (Wheel, Underside & Glass Insurance) –by contracting and paying the fee for this clause, the User is exempted from the liability for the destruction/damage to car tires, wheels or wheel trims, destruction /damage to the Vehicle's undercarriage or glass. WUG clause does not exempt the User from the liability for damage to the Vehicle's interior.
  - By paying a daily surcharge for insurance of passengers (PAI), the Operator and the passengers in the vehicle shall be insured against accidental death and disability up to the amounts specified by the insurer of ORYX's Vehicle.
- 15.6. To be able to exercise its right to limitation of liability referred to in the preceding Section 15.5. of these Terms and Conditions, the User is required to demonstrate that he used the Vehicle properly, complied with these Terms and Conditions, Rental Agreement and regulations, as well as a possible liability of a Third Party for the damage by providing authentic documentation (police report) no later than the time of returning the Vehicle/Rental End or at the time ORYX provides a statement of the prices, fees and damage; otherwise, he shall not be entitled to the limitation of liability.

## **16. Loss of right to protective provisions/clauses**

- 16.1. The User accepts that the Payment of fees for CDW, CDW+, WUG and TP clause shall not limit , or reduce or exclude the material liability of the User under Section 15 of these Terms and Conditions in any of the following events, including but not limited to the following:
- The User operates the Vehicle under the influence of alcohol, drugs or narcotics;
  - The User operates the Vehicle at a time when it was unsafe and unfit for driving and became of such condition during the term of the rental, which caused or contributed to its damage and the User was or should have been aware that the Vehicle was unsafe or unfit;
  - A mechanical defect, damage to the engine or drivetrain of the Vehicle and/or any electrical or electronic defect occurs as a result of misusing the Vehicle. This exemption also applies to any damage to the engine or transmission as a direct result of any mechanical defect or breakage;
  - Damage is caused as a result of insufficient engine oil levels, continued driving without oil, using inappropriate oil or fuel, insufficient level of transmission or differential fluids, coolant, or in case of any damage to the oil tank, clutch, transmission or any damage to the Vehicle's undercarriage;
  - The Vehicle is used for races, driver training, durability testing, speed testing, reliability testing, rally races or competitions, or for testing or preparing for any of the foregoing;
  - The User failed to brake, and lock the Vehicle with its windows closed and take the keys and Vehicle's documents with him after leaving the Vehicle and always have them with him and under his personal control or is unable to present the Vehicle's keys and documents;
  - The Vehicle is used contrary to its intended use;
  - The Vehicle is driven on unclassified roads;
  - The Vehicle is operated by an Unauthorized User/Operator or any damage is caused by an Unauthorized

User/Operator;

- j) The Vehicle is operated by an Operator who does not hold a driving license or his driving license has been revoked, or he was banned from operating the Vehicle;
- k) The User is in violation of any cross-border or territorial restrictions i.e. the User drives the Vehicle beyond the borders of the EU without notifying this to ORYX when making his reservation or collecting the Vehicle and paying a special fee for that,
- l) The Vehicle is damaged as a result of violating any traffic regulations, restrictions or prohibitions due to willful misconduct or gross negligence on the part of the User or any persons under his control or responsibility;
- m) The Vehicle is overloaded in relation to the manufacturer's specification provided in the registration document or is used to carry more persons than allowed;
- n) The Vehicle is loaded or unloaded while on a road;
- o) The User fails to stop the Vehicle or remain at the scene after an accident and obtain a police report of the event;
- p) A tire is ruptured or damaged or tires are damaged as a result of using the brakes;
- q) Any damage is incurred as a result of any cargo transported in or on the Vehicle;
- r) Any damage is caused to the Vehicle after the agreed term of the rental or after the end of an authorized extension of the rental term.
- s) Damage caused intentionally or by gross fault/negligence of the User;
- t) If prior to the rent or occurrence of damage, protective clauses were not already agreed upon and listed on the Rental Agreement.

16.2. The payment of fees for CDW, TP, WUG and CDW+ clauses does not limit or exclude User's liability in other circumstances provided for by the relevant regulations and insurance rules defining the forfeiting of insurance rights. In addition, such clauses do exclude or limit the liability for the damage on vehicle caused by war operations or riots or any damage due to the loss of/damage to Vehicle's additional and mandatory equipment, keys or documents.

16.3. User's liability for any missing or damaged parts, additional equipment or keys and documents of the Vehicle is not limited or excluded by CDW, TP, WUG and CDW+ clauses.

16.4. CDW, TP, WUG and CDW+ clauses do not in any way limit or exclude User's liability for damage incurred to third parties and their property.

## **17. User's Complaints**

17.1. The User may submit any complaint or objection in connection with the rental of the Vehicle and the exercise of contractual rights and performance of contractual obligations to ORYX by mail or e-mail at:

- ZUBAK GRUPA d.o.o., for ORYX RENT A CAR, to the address Ljudevita Posavskog 7/A, 10360 Sesvete, Croatia,
- e mail: [reservations@oryx-rent.hr](mailto:reservations@oryx-rent.hr)

17.2. ORYX shall respond to each complaint received by it within 15 days of receiving it and shall provide its response to the User by mail or e-mail. ORYX's decision regarding such complaint shall be final.

## **18. Personal Information**

18.1. In the process of concluding a rental agreement and executing a rental agreement, ORYX processes certain personal data of the User, because ORYX needs such information in order to conclude and execute a rental agreement, who voluntarily agrees to provide to ORYX its personal information (full name, address, driving license, passport, etc.) as part of the process of reserving the Vehicle and entering into the Rental Agreement. No rental shall be possible without providing such personal information.

18.2. Information on the processing of personal data and rights of the User regarding these data are published in the "Privacy Statement" available on our ORYX website <https://www.oryx-rent.hr/>.

## **19. Loss of Personal Property**

19.1. ORYX shall not be liable to the User or any passengers in the Vehicle for any loss of or damage to any items left in the Vehicle neither during the rental nor after the Rental End. By signing the Rental Agreement, the User specifically waives any claims against ORYX for such losses or damage.

## **20. Termination of the Rental Agreement**

20.1. ORYX shall be entitled to terminate the Rental Agreement and immediately repossess the Vehicle if the User



fails to act in compliance with any provision of these Terms and Conditions or the Rental Agreement, or if the Vehicle is damaged. Such termination of the rental shall not compromise any other rights ORYX may have under these Terms and Conditions and the Rental Agreement.

## **21. Jurisdiction and Applicable Law**

- 21.1. ORYX aims to resolve any disputes amicably. These Terms and Conditions are governed by the laws of the Republic of Croatia and any unresolved disputes arisen from or in connection with these Terms and Conditions, and this Rental Agreement shall be subject to the exclusive jurisdiction of Croatian courts relevant to ORYX's registered office.
- 21.2. Croatian law shall apply to anything not defined by these Terms and Conditions or the Rental Agreement.

## **22. Miscellaneous**

- 22.1. The provisions of these Terms and Conditions are subject to amendments by ORYX and such amended Terms and Conditions shall be published on ORYX's website, as of which time they shall take effect unless otherwise specified.
- 22.2. At the time of collecting the Vehicle, ORYX shall provide the User with one counterpart of the Rental Agreement, which shall be kept inside the Vehicle for the entire term of the rental and shall be presented to the police or any other authorized person at their request.

Applied from 28.12.2018.