# General Rental Terms and conditions Autokomerc Rent a Car / Autokomerc Fleet Solution

## **Rent a Car Price List**

Category	01.05.2018 30.09.2018.	01.10.2018 20.12.2018.
ECONOMY	22€	20 €
COMPACT	35 €	40 €
STANDARD	45 €	40 €
PREMIUM	60 €	55 €
LUXURY	80 €	80€
MINI VAN	70 €	60 €

#### 1. General terms

In the general terms and conditions, the company "AUTOKOMERC LOGISTIKA" d.o.o. Beograd, Svetog Sav street num. 84/c, MB: 17173154, PIB: 101539061, will hereinafter be referred to as the Lessor. In the general terms and conditions, every individual or legal entity that is renting a vehicle from the Lessor and that signed a rental contract with the Lessor, will hereinafter be referred to as the Lessee. These general terms and conditions are an integral part of the rental contract, and are related to every part of the rental agreement between the Lessor and the Lessee. These general terms and conditions are complementing the special terms defined in this contract. In case of discrepancy between the general and special terms that are defined in this rental contract, the special terms will prevail.

# 2. Terms regarding vehicle rental from the lessor

Lessee can rent a vehicle from the Lessor under the following conditions: The Lessee is obligated to sign the rental contract with the Lessor, confirming that he/she accepts the rental price defined by the pricelist for that day, which is an integral part of the rental contract;

- The Lessee must be at least 18 years old in order to rent a vehicle from the ECONOMY, COMPACT, STANDARD category, and he/she must have a valid driver's license:
- The Lessee must be at least 21 years old in order to rent a vehicle from the PREMIUM, LUXURY, KOMBI VAN categories, and he/she must have a valid driver's license for at least 2 years;
- The Lessee must return the rented vehicle within the defined period or earlier at the request of the Lessor;
- The Lessee must ask for Lessor's approval to extend the agreed rental period 48 hours before the end of the previously agreed rental period;
- The Lessee is obligated to immediately stop the vehicle in case of odometer error and to notify the Lessor about the problem without further delay;
- If the odometer is damaged upon arrival, the Lessee is obligated to pay a surcharge to the Lessor in the amount of 1000km for every day of the rental period:
- The Lessee is obligated to keep the vehicle clean and in proper condition during the rental period;

- The Lessee is not allowed to use the vehicle under the influence of alcohol and/or drugs or other illegal substances, for driving lessons purposes, in order to transport passengers or goods for a fee, to tow other cars or trailers, to participate in racing events, etc.;
- The Lessee is obligated to use the vehicle only for internal purposes, and is not allowed to rent it or borrow it to a third party;
- The rental vehicle must be driven only by the person that is defined in the rental contract, if the person is at least 18 years old, owns a valid driver's license and his/hers signature is on the rental contract;
- The Lessee is obligated not to load the vehicle with additional objects or people over the predicted limit;
- The Lessee must not use the vehicle abroad without the written consent from the Lessor; The Lessee agrees that he/she will not make any changes to the vehicle without the written consent from the Lessor;
- The Lessee agrees to cover the patrol (or diesel) expenses, The Lessee is obligated to strictly follow the service interval predicted by the vehicle manufacturer. If the Lessee fails to follow this interval, the warranty on the vehicle will not be valid. The Lessee is obligated to immediately notify the subsidiary if ANY lamp on the dashboard or board computer is notifying the drivers that a certain intervention is necessary. If the Lessee fails to notify the subsidiary after this warning, he/she will bare additional expenses regarding the loss of warranty that are an integral part of this general terms and conditions;
- The Lessee is obligated to notify the Lessor about every traffic violation that he/she has made during the rental period, either immediately or at the day of the return, and to give the Lessor all the notifications regarding these violations and pay all the predicted fines for the abovementioned violations, including parking tickets:
- Persons aged between 18 and 21 years, and more then 70 years old are obligated to pay a driver surcharge in the amount of 5€ per day, and the surcharge cannot exceed 30€ per rental including VAT, if they are renting the selected group of vehicles (as defined by this contract). In case the Lessee is not following the conditions defined in article 2.1. in these general terms and conditions, he/she will compensate the Lessor for all the damage that may result from such behavior, with the Lessor defining the surcharge for each individual situation. The Lessee is obligated to place a DEPOSIT before the vehicle rental. The deposit is placed by pre-authorizing the Lessee's credit card (Visa, Master, Amex or Dina). The deposit amount depends on the type of rental vehicle and the duration of the rental period.

## The deposit amount per category is for:

Category	Deposit amount
ECONOMY	500
COMPACT	500
STANDARD	500
PREMIUM	800
LUXURY	2.000 - 4.000

# Car producer guarantee lost fee

Category	Limit km	Price €
ECONOMY	500	1.000
COMPACT	500	1.000
STANDARD	800	1.000
PREMIUM	2.000	1.000
LUXURY	3.000	1.000
MINI VAN	1.500	1.000

#### Exceeding km through the service interval

The deposit amount is paid in equivalent amount in Serbian Dinars (RSD) in accordance with the middle exchange rate of the National Bank of Serbia for the day when the deposit was placed. The Lessee is obligated to pay the entire amount immediately after the rental period has ended. In case a deposit is places using one of the credit cards, the Lessor reserves the right not to accept debit cards for this purpose. The reserved amount in the Lessee's bank account will not be available during the rental period. If the Lessee is using a credit card to settle all the rental charges, his signature on the original rental contract is authorizing the Lessor to issue the invoice to a credit club or a bank where the card was issued. Upon vehicle return and after the payment of the total amount defined by the rental contract, the Lessor will return the deposit to the Lessee or cancel the pre-authorization amount on the Lessee's credit card.

#### 3. Price and insurance

The rental price is expressed in Euros (EUR) and is paid in equivalent amount in Serbian Dinars, in accordance with the middle exchange rate of the National Bank of Serbia (NBS), for the day when the payment is made (for individuals), and for the day when the invoice was issued (for legal entities); The rental price includes the insurance from damaged caused to third parties, in the amount that is determined by Serbian laws. Fuel is not included in the rental price. All the vehicles are rented with a full tank, and the Lessee is obligated to return the vehicle with a full tank. If the tank is not full upon arrival, the fuel is charged 1.5€ per liter (price from local gas stations) and additional 20€ for the service. All defined prices are with VAT. Minimal rental period is 24h and 100km, which is the amount the Lessee is obligated to pay even if he/she returns the vehicle before the defined period. If the Lessee exceeds the defined rental period by 59 minutes, there will be no additional charges, but after 60 minutes the Lessee is obligated to pay a surcharge for an additional day. In case the vehicle is dropped off outside the national borders for any reason, the Lessee will be charged the International one-way fee for the

selected destination. The Lessee is obligated to pay for the rental vehicle immediately upon return (for individuals), and 5 calendar days after the invoice was issued (for legal entities). In case the payment was not made within the predicted period, the Lessee will be obligated to pay the interest on a daily basis until the invoice was fully paid.

# The rental price does not include the following risks:

- Damage to the rental vehicle caused by a traffic accident in case the rental
  vehicle was an actor in the traffic accident, the Lessee is obligated to pay for all
  the damage expenses for the rental vehicle in case he/she is responsible for the
  accident and if there is no police record on the traffic accident;
- Damage to the rental vehicle not related to a registered traffic accident (parking accident etc.) in case the rental vehicle was damaged at a parking or in traffic, the Lessee is obligated to pay for all the damage expenses for the rental vehicle; Vehicle theft during the rental period in case the rental vehicle is stolen, the Lessee is obligated to pay for the entire vehicle;
- Invalidity (partial or total) or death of the driver and the passengers in the rental
  vehicle that resulted from a traffic accident. The Lessee is responsible for all the
  damage on the rental vehicle as well as damage while the vehicle was in a
  stationary position (the vehicle was stationary during its repair). The surcharge for
  the damage while the car was stationary is determined in accordance with the
  current pricelist for the price of a daily rental period.

## Collision damage waiver - CDW

The Lessee can exclude himself from the liability for any damage on the vehicle in case of a traffic or other type of accident by paying additionally for the collision damage waiver (CDW); The Lessee can buy an insurance which excludes him/her from the liability for any damage on the rental vehicle while it was in a stationary position by paying additionally for the collision damage waiver — CDW; Any damage on the rental vehicle that resulted from a traffic accident or any other cause must be reported to the Lessor, and the Lessee is obligated to fill out an additional report at the subsidiary of the Lessor, and to notify the police and obtain a police report on the accident; If the traffic accident or damage was not reported to the police, the Lessee is obligated to pay the full amount for the vehicle damage, regardless of the CDW he/she had purchased previously; The Lessee is obligated to provide a written statement about the accident, regardless of the CDS he/she had purchased previously; This insurance is not valid for the territory of **Albania and Kosovo**, and the Lessee is obligated to pay the full amount for the vehicle damage, if the damage occurs in these territories.

Financial liability - participation in damage of Lessee with this CDW insurance is 500 EUR for the Economy and Compact group, 800 EUR for the Standard group, 1000 EUR for Premium and Kombi-Van group, and 2000 EUR for the Luxury group. Participation in damage can be significantly reduced, or completely if you choose one of our Super Cover products (SCDW, PCDW).

By signing the rental contract and paying for Additional Damage Insurance/Super Cover Products- SCDW, PCDW the Lessee can further reduce the value of participation in the Damage to the minimum amount specially prescribed for each group of vehicles in the Price List of Participation in the Damage. All the obligations and duties the client has by purchasing basic insurance (CDW), are also valid for the purchase of additional insurance (SCDW, PCDW).

#### Theft protection insurance – THW

The Lessee can purchase insurance that excludes him/her from the liability for vehicle theft during the rental period by paying additionally for the Theft protection insurance (THW); If the vehicle is lost or stolen, the Lessee is obligated to immediately notify the Lessor about this event, notify the police about the theft/loss and file a theft report at the subsidiary of the Lessor; If the theft/loss was not reported and the police was not notified, the Lessee is obligated the full amount of the current vehicle value, regardless of the THW he/she had purchased previously; The Lessee is obligated to provide a written statement along with the report, regardless of the THW he/she had purchased previously; The value assessment of the vehicle is conducted in accordance with the Automobile and Motorcycle Association of Serbia catalogue; This insurance is not valid for the territory of **Albania and Kosovo**, and the Lessee is obligated to pay the full amount for the vehicle value, if the theft occurs in these territories.

Financial liability - participation in the damage of Lessee with this THW insurance is 500 EUR for the Economy and Compact group, 800 EUR for the Standard group, 1000 EUR for Premium and Kombi-Van group, and 2000 EUR for the Luxury group. Participation in damage can be significantly reduced, or completely if you choose one of our Super Cover products (SCDW, PCDW).

#### Regardless of the purchased insurance for the rental vehicle, the Lessee is liable for:

Any damaged he/she or the other driver created as a result of driving under the influence of drugs, alcohol or any other illegal substances; Any intentional damage or damage that resulted from reckless driving; Any damage to the vehicle if the driver did not possess a valid driver's license at that time; Any theft/loss if the vehicle was not locked or otherwise protected (alarm) at that time. The Lessee is obligated to protect the interest of the Lessor and his insurance company by: Writing down all the names and addresses of the people who were involved in a traffic accident or any witnesses; Not leaving the damaged vehicle before transferring and securing it away from the place of accident; Notifying the ambulance and police in case people were injured in the accident or in case there was a substantial damage to the vehicle (even if the other party is obviously responsible for the accident); Filing a written report on the accident at the closest subsidiary of the Lessor. In case the Lessee fails to comply with any of his responsibilities defined in this article, he/she will be liable for all the consequences and damages that may result from such actions. The Lessee can buy insurance for the driver and all the passengers that insures them from invalidity or death resulted from a traffic accident during the rental period by purchasing the additional passengers insurance - PAI.

The Lessor will not compensate the Lessee for any loss or damage of his/hers personal luggage or merchandise that is located in the rental vehicle.

The Lessor will not compensate the Lessee for damages resulted from: Any vehicle breakdown during the rental period or any delay during vehicle delivery.

## 4. Additional services

Car delivery or pickup at locations other than the subsidiaries of the Lessor, in the wider city center, will be charged additional 20€ per service;

Car delivery or pickup within the territory of the Republic of Serbia is charged in accordance with the pricelist: up to 50 km − 30€, up to 100 km − 40€, up to 200 km − 75€ up to 300 km −120 €.

Rental period that starts or ends outside the working hours of the subsidiaries is charged 20€ per rental.

Super Insurance - SCDW is charged an additional € 5 per day of lease, and reduces financial liability - participation in damage to the Lessee. If you purchase this SCDW insurance, your participation in the damage will be according to the group of vehicles: € 100 for Economy, Compact and Standard, € 200 for Premium and Combi-Van group, as well as 500 € for Luxury group.

Premium Insurance - PCDW is charged an additional 10 € per day of lease, and completely diminishes financial responsibility - participation in damage to the Lessee. If you purchase this PCDW insurance, your participation in the damage amount according to the vehicle group: € 0 for the Economy, Compact and Standard group, € 100 for the Premium and Combi-Van group, as well as € 200 for the Luxury group.

If the vehicle is too dirty, the Lessor will charge 10€ per car wash. Dry cleaning is charged 40€, cleaning of all the seats is charged 30€, and 20€ for front/rear seats. Child seat is charged 20€ per rental.

Children's seat is subject to a charge of  $5 \in I$  day or a maximum of  $30 \in I$  per rental. A destroyed children's seat is charged I 200. - Cleaning a heavily soiled child seat is charged at I 20.

Child Booster is additionally charged 4 € / day or maximum of 30 € per rental. Destroyed child booster is charged € 200. - Cleaning a heavily soiled booster for children is charged at € 20.

Snow chains are charged 10€ per rental. Ruined snow chains are charged 50€.

Roof trunk/ski rack is charged 50€ per rental. Ruined roof trunk/ski rack is charged 150€.

Mobile WiFi is subject to a charge of 5 € / day or a maximum of 50 € per rental

The Lessee will be responsible for all the expenses resulted from the damages on the areas that are not covered by insurance: wheels, hubcaps, undercarriage, car interior and radio. A fully damaged tire is charged 200€ per rental. Winter tires are free for all the rental contracts between November 1st and March 31st. A lost car key/transponder car key/vehicle documents are charged between 100 and 200€. If a license plate is lost/destroyed, an additional charge of 150€ will apply Using GPS navigation is charged 6€ per day and cannot exceed 50€ per rental. A lost/destroyed GPS is charged 200€. A tax for exiting the country is charged 5€ per day, and cannot exceed 30€ per rental. Hiring a personal driver is charged extra. For any additional information, the Lessee should contact the Lessor's subsidiary On top of total rental expenses, including

additional services, the Lessee is due to pay additional taxes (VAT) in the amount of 20%, which is specifically defined in the rental contract. All the prices are with VAT.

# 5. Final terms

In case of litigation between the Lessee and the Lessor, the court in Belgrade will have the full jurisdiction. These general terms and conditions are valid starting from 01th of March, 2018. All additional terms are an integral part of these general terms and conditions. The Lessor has the right to alter or update these general terms and conditions even after the rental agreement has been signed, but is obligated to notify the Lessee in a written form not later than 8 working days after the contract has started. The altered and updated general terms and conditions are valid and can be applied to the rental contract signed by both parties 8 calendar days after the written notice has been sent to the Lessee.