

## GENERAL TERMS AND CONDITIONS

1. MSM "Petošević" d.o.o. (herein called lessor) rents vehicles to the renter, whose personal details are on front page of agreement, under the following term and conditions:

- the renter is bound and by his signature acknowledges the regulations of the rental agreement,
- that he accepts rates and other rental conditions stated in current rate folder as an integral part of the rental agreement,
- that he is 21 years of age possessing valid driving license of 2 years of least
- that he takes over the vehicle in good condition with all necessary equipment and car documents,
- that he will return the vehicle on date note on front page or sooner upon demand of lessor,
- that he will ask lessor to prolong the rental agreement 48 hours at least before and of rental period. In case of renter's failure to comply with this regulation, it is consider that the car was illegally appropriated if vehicles is not returned in rental period,
- that he will immediately stop drive should odometer break down while driving and the soonest possible inform the lessor,
- if odometer is found damaged upon return of the vehicle, renter agrees to pay lessor the amount of 500 kms used daily,
- to maintain the rented car properly and take all necessary care during the rental,
- that he will not use the car:
  - a) when under influence of alcohol or drugs,
  - b) for any illegal purposes or for instructing drivers or in motor sports events,
  - c) to carry passengers or property for a consideration expressed of implied or for propelling of towing any vehicle, trailer or parts thereof,
- that he will used car for his own needs without renting or lending it to the third person,
- that he will drive it himself or have it driven by a person he has authorized provided that such a person is 21 years of age at least fully qualified and licensed, who will be entered in box additional driver on the rental agreement,
- not to overload the rented car with passengers or goods over the permitted maximum,
- that he will not cross RS border without lessor's permission,
- that he will not any change of parts assemblies or equipment on the vehicle without lessor's permission.

2. In case of violation assessed against any regulation or terms in par. 1 renter agrees to indemnify lessor any damages arisen there from, the amount of witch is established by the lessor.

3. Oil and lubricants costs as well as those of regular maintenance excluding during the rental, will be refunded renter after receiving the prior approval of the lessor.

4. Upon first demand of the lessor the renter is obliged to pay:

- daily rental charges and mileage covered as well as other charges at the rate for the rented car specified in current rate folder of lessor,
- fines assed against the renter in connection with the use of the vehicle caused trough renter's fault (traffic and parking violations),
- all costs and attorney's fee derived from collecting outstanding due from the renter.

5. Should renter not pay the rental charges within agreed terms, the lessor is entitled to charge interest.

6. In case the rental charges settled the lessor will take legal steps against the renter for collecting is outstandings.

7. While using the rented car the renter is ensured against public liability according to RS law regulation and insurance requirements.

8. The renter is responsible for damages to the car during the rental/limited to 20%

amount of total damage/. Renter may be insured against to total damage if he pay CDW in the amount from the current rate folder.

The renter is responsible for the idle period damage car while under repair, if cause due to the renter's fault. The loss arisen during the idle period is calculated as a fix charge of the daily rental according to the current rate folder.

The renter is responsible for loss car caused by theft/limited to 20% amount of total value of the vehicle. Renter may be insured against theft, if he pay TP in the amount form the current rate folder.

The renter shall bear sole responsibility for all damage that is caused with the vehicle during the rental period witch the insurance company will not cover for any reasons (in case of loss alarm indicator e.t.c.).

9. Disregarding eventual purchase of CDW renter is liable for:

- any damage to the vehicle he or his authorized additional driver has caused under influence of alcohol or drugs,
- for damages caused intentionally or by negligent drive,
- if driver is not possession of a valid driving licence at the time the damage occurred.

10. The lessor does not warrant indemnity derived from:

- delay in providing the vehicle,
- any damage to the vehicle occurred during the rental,
- loss or damage renter's personal property and goods.

11. The renter agrees to protect the interests of the lessor and lessor's insurance company in case of accident by:

- obtaining names and address, telephone number, of parties and vittnesses involved,
- informing the lessor of the damage in the soonest way possible even in a slight damage is conscerned,
- not abandoning the damaged car, safeguarding and securing the same,
- calling police immediately for investigation in case of a heavier damage or if

people are injured as well as in case of someone else's evident guilt,

- supplying the lessor with written detailed report on the accident.

12. Should the renter fail to meet all requirements of par. 11. in case of accident, he will be liable for all consequences and damages therefrom.

13. Any alteration of the terms and conditions of this rental agreement is valid only if confirmed in writing by both contracted parties,

14. If the renter settles rental charges by his credit card, he authorizes the lessor by his signature overleaf to charge the total rental costs to the particular card issuing organization.

15. Any litigation arisen in conjunction with this rental agreement will be disputed before Belgrade Court.

16. All (authorized) employees of lessor shall have to right to inspect to vehicles to any time, and if it is found out of the renter has violated any terms of this agreement the employees are authorized take the car.

17. The renter is responsible for all charges for parking and traffic faults and he is obligate to pay all traffic violent, and he will bare all the costs of gasoline consumed.

18. In the events of conflicting, Serbian version will be considered official.