

GENERAL TERMS AND CONDITIONS OF THE VEHICLE RENTAL AGREEMENT

1. GENERAL TERMS AND CONDITIONS OF RENTAL

- 1.1. Certain words and expressions in the sense of these General Terms and Conditions of the Vehicle Rental Agreement (further: Terms) have the following meaning:

“Company” - the company BAUER GRUPA d.o.o., with its headquarters in Zagreb, Kovinska 20, OIB: 22395608688, which performs the activity of renting vehicles.

“Renter” - a natural or legal person who or on whose behalf the vehicle is rented.
- 1.2. The vehicle can be rented by a legal entity or a natural person. The conditions for entering into a vehicle rental agreement and use contract is that:
 - a) The driver can drive if s/he is 25-69 years old.
 - b) The driver must hold a valid category B driver's license for at least 5 years.
 - c) The Renter must have a valid credit card or bank account accepted by the Company, with which s/he will guarantee for the obligations that may arise from the rental and in connection with the vehicle rental, in accordance with these Terms and the Agreement.
 - d) A person who is not a resident of the European Union must have a valid international driver's license for vehicles up to 3.5t.
- 1.3. The vehicle can only be driven by the persons specified in the Agreement.
- 1.4. When renting a vehicle, the Renter is obliged to present to the Company the originals of valid documents (identity card or passport and driver's license) as a prerequisite for renting the vehicle. The Company will keep copies of the relevant documents for its own purposes.
- 1.5. If the Renter has not presented an appropriate driver's license, or it does not meet the above conditions, the vehicle shall be considered unclaimed and the appropriate cancellation conditions will apply.
- 1.6. The driver who takes over the vehicle on behalf of the Renter of a legal entity and signs the Rental Agreement guarantees that s/he is authorized to do so and is responsible to the Company, jointly and severally with that legal entity, for compliance and fulfillment of all obligations from this Agreement.
- 1.7. By signing the Rental Agreement, both parties confirm that the vehicle was delivered technically correct and clean, with all associated equipment and documents.
- 1.8. The list of equipment and possible minor defects and damages are listed in the **Vehicle Inventory and Condition Report**, and by signing the same, the Renter confirms that s/he is familiar with the current condition of the vehicle.
- 1.9. The rental ends with the second signature on the Rental Agreement when the vehicle is returned and with the signature on the **Vehicle Inventory and Condition Report**, by paying any additional costs and by returning the deposit if there are no obstacles for this in accordance with the terms of the rental (traffic violations, damage to and on the vehicle, tardiness, careless use).
- 1.10. By getting acquainted with the General Terms and Conditions of vehicle rental and signing it, the Renter and the Company undertake to mutually respect them. The Renter undertakes to keep and maintain the camper with the best of intentions.
- 1.11. The General Terms and Conditions of the Vehicle Rental Agreement are applied to each signed Rental Agreement as a supplement to the Rental Agreement. The General Conditions of the Vehicle Rental Agreement are an integral part of every Rental Agreement.

- 1.12. Even after termination of the Agreement, the Renter is considered responsible for traffic violations committed during the duration of the Agreement.

2. TERMS OF PAYMENT

- 2.1. The Company sends a written offer for camper rental based on a written or verbal inquiry. The offer is valid for 7 (seven) days from the day it is issued (unless otherwise stated in the offer), and is considered accepted upon payment of the advance payment and signing of the General Terms and Conditions of the Vehicle Rental Agreement. The advance payment is 30% of the total rental amount of the camper, and the remaining amount must be paid 30 (thirty) days before departure.
- 2.2. With payment of the advance payment, the Renter immediately confirms that s/he is familiar with the Rental Conditions in their entirety.
- 2.3. The rental begins with the acceptance of the rental offer and conditions, payment of the advance payment and the entire rental amount, and the signing of the Agreement by both parties.
- 2.4. The rental price does not include: fuel, tolls, fines or other criminal offenses committed during the camper rental.
- 2.5. Mileage is limited to 300 km per day. An additional kilometer is charged at €0.4/km
- 2.6. The price list for renting additional equipment and additional costs is attached.

3. SECURITY DEPOSIT

- 3.1. When picking up the camper, it is necessary to deposit a security deposit in the amount of €2,000.00 to the Company's account.
- 3.2. The security deposit can also be given in the form of pre-authorization/authorization of the Renter's bank credit card. With the Rental Agreement and the confirmation of the General Rental Conditions, the Renter irrevocably authorizes Bauer Grupa d.o.o. to use the Renter's designated credit card to cover all expenses that may arise under the Terms of this Rental Agreement, including any damage and/or loss suffered by the Company for which the Renter is responsible. The bank automatically releases pre-authorization after termination and rental payment, after approximately 14 days. If the funds are not released within the specified period, the Renter contacts his/her bank to release the funds.
- 3.3. The security deposit paid to the Company's account will be returned no later than 30 days after the return of the vehicle, i.e. after a thorough inspection of the vehicle. The amount of the security deposit is intended to cover possible expenses incurred during the rental of the camper, such as lost or damaged equipment. The security deposit covers only minor internal and external damage to the vehicle incurred during the rental. Fees such as lack of fuel, untidy vehicle and other penalties, etc., are not included in the amount of €2,000.00. Parts, repairs and damages that do not exceed the amount of €2,000.00 and were caused by fault of the Renter are handled according to the official service price list. The difference between the amount of repair, damage compensation and the security deposit is returned to the Renter with a written explanation. In the case of damage to the camper, the security deposit is retained in its entirety until the cause of the damage and the costs incurred due to returning the camper and equipment to their original condition are resolved.
- 3.4. Included insurances:
 - a) CDW (Collision Damage Waiver) - participation in damage - the Renter reduces his/her responsibility for damage to a maximum of the amount of the franchise that depends on the group of the vehicles, and if the amount of damage is less than the franchise, the maximum amount is charged.
 - b) TP (Theft Protection) - the Renter limits his/her liability for this type of damage to the amount of participation in the damage.

c) PAI (Personal Insurance) - the driver and passengers are insured in case of death and/or disability up to the amount prescribed by the insurance company where the vehicle is insured.

- 3.5. By signing the Rental Agreement, the Renter authorizes the Company to charge during or after the end of the rental amounts for additional incurred costs, by debiting the credit card account or the deposit paid to the transaction account, if the Company determines the existence of the Renter's obligation, that is, the Renter can pay such costs in agreement with the Company, which is the Company's free choice.
- 3.6. If the Renter settles the expenses by direct payment to the Company's account, s/he is obliged to do so within the indicated period of invoice payment.
- 3.7. In case of payment delay, the Renter is obliged to pay the Company the statutory default interest, as well as all additional costs actually incurred.
- 3.8. Even after the end of the rental, the Renter is considered responsible for traffic violations committed during the rental, for which s/he will be held criminally responsible regardless of the time of receipt of the notification of the committed violation or penalty. The Renter is responsible for any violation of any regulation such as parking, speeding, tolls or costs of other violations.

4. VEHICLE PICK UP AND RETURN

- 4.1. The Company rents out a clean and technically sound vehicle, with a full fuel tank, a full water tank, a full propane tank (1pc), toilet chemicals, an empty waste water tank and a clean toilet cassette.
- 4.2. The Renter is obliged to return the vehicle in technically correct condition, with a full fuel tank, an empty waste water tank, an empty toilet cassette and a clean toilet bowl.
- 4.3. The interior of the vehicle must be clean when returning it. Crockery and cutlery must be returned neat and clean. If the interior is not cleaned, the Company will charge the Renter a minimum of €200, depending on the degree of uncleanness. The Renter is obliged to return the vehicle with a clean toilet cassette. If the toilet cassette is not cleaned, the Company will charge €150 for the cleaning service.
- 4.4. If there is a lack of fuel, the Company will charge for fuel at the market price and add administrative costs in the amount of €20 to the same.
- 4.5. For all damage to the vehicle or equipment that is not covered by insurance, the Renter is responsible and pays for the resulting damage. The vehicle will be considered damaged if the Renter returns the vehicle with scraping marks (trees, branches) on the vehicle and the vehicle needs to be polished.
- 4.6. The vehicle can be picked up between 1:00 p.m. and 3:00 p.m. on the day of the start of the rental or according to individual agreement, and it is returned between 8:00 a.m. and 10:00 a.m. on the last day of the vehicle rental or according to individual agreement.
- 4.7. Parties must adhere to the agreed time for pick up and return of the vehicle to avoid additional costs.
- 4.8. Delay in returning the vehicle is not allowed and €50 will be charged for each hour of delay. Extension and delay are possible only in agreement with the Company. In the event that the delay is more than 6 hours, the Company has not been notified and the Renter cannot be contacted, the disappearance of the vehicle will be reported to the competent authorities.
- 4.9. In case of arbitrary, premature return, the Company is not obliged to refund the Renter the unused part of the paid rent.
- 4.10. If the Renter is late in picking up the vehicle, the Company bears no responsibility and may charge for pick up after work hours in the amount of €100.

4.11. If the vehicle is not picked up within 24 hours of the pick up date, and the Company is not informed about it, the party is considered to have abandoned the rental and pick up of the vehicle, and is not entitled to a refund.

4.12. The Company is not responsible for items left by the customer in the vehicle at the time of return.

4.13. At the end of the rental period, the Renter is obliged to return the vehicle with all its additional equipment to the agreed place. Immediately upon the return of the vehicle, an inspection by the Company and control of the items according to the Vehicle Inventory and Condition Report is mandatory. A detailed technical inspection is carried out subsequently, and the Company has the right to notify the Renter within 24 hours if it is established that the vehicle is damaged/defective.

4.14. If a subsequent inspection of the vehicle is carried out without the Renter present, the Renter gives the Company the right to make a subsequent payment if the inspection reveals damage to the vehicle, lack of fuel or lack of items or equipment.

5. CANCELLATION OF THE RESERVATION AND TERMINATION OF THE AGREEMENT

5.1. In case of cancellation of the reservation up to 30 days before departure, cancellation costs are charged in the amount of the advance payment.

5.2. In case of cancellation of the reservation up to 15 days before departure, 50% of the total rental amount is charged.

5.3. The Renter can transfer his/her reservation to another person only if the new Renter accepts all the agreed conditions and the Company gives its consent. In this case, the new Renter signs new General Terms and Conditions for renting a vehicle.

5.4. Changing the rental period is possible once, if the Renter informs the Company no later than 30 days before departure, and €20 are charged.

5.5. The Company has the right to immediately cancel the Rental Agreement, if it sees that the Renter materially violates the Terms and Conditions of the Rental Agreement. In this case, the Renter immediately returns the vehicle with all its equipment to the agreed return location.

5.6. If the Company doubts the Renter's ability/skill to drive such a type of vehicle, it can deny the Renter the rental of the vehicle, and retain the full amount of the vehicle rental, until the contrary is established.

5.7. Each Contracting Party may cancel the Rental Agreement, in the event that the vehicle is stolen or an error has occurred in the vehicle that prevents the use of the vehicle, and the Company does not deliver a replacement vehicle at the time of notification.

6. RESPONSIBILITY OF THE RENTER AND THE COMPANY

6.1. Smoking in the vehicle is strictly prohibited. In case of non-compliance with this provision, the dry cleaning of the vehicle and costs incurred due to non-compliance with this provision will be charged.

6.2. Pets are allowed in the vehicle only if it has been agreed with the Company and there is his written permission, and in case of damage, the Renter bears the costs.

6.3. In case of force majeure, an undriveable or unusable rented vehicle, the Renter can have a different appointment date, a replacement vehicle is arranged or, if desired, the full amount paid is returned to the Renter. The Company is not responsible for such cancellation of the reservation.

6.4. The Company has the right to inspect the condition and location of the vehicle at any time, as well as to immediately confiscate the vehicle if the Renter violates any provision specified in this Agreement.

6.5. All vehicles are equipped with electronic tracking devices.

- 6.6. The Renter must strictly comply with all regulations in each country s/he visits. The Renter is responsible for any violation of any regulations such as parking, speeding, tolls or costs incurred as a result of the violation.
- 6.7. Camping and stopping is regulated by law in each country separately. Laws should be known, respected and adhered to. Penalties and damages caused by non-compliance are borne by the Renter.
- 6.8. Documents and keys should always be kept with you. Insurance does not cover the damages of various unauthorized removals that may occur, if you do not have them in your possession. Their loss is charged according to actual costs plus administrative costs.
- 6.9. The driver is prohibited from driving the vehicle under the influence of alcohol, narcotics or tranquilizers.
- 6.10. The Renter undertakes to use the vehicle exclusively for tourist purposes. The Renter is prohibited from using the vehicle for the transport of dangerous substances, explosives and other dangerous substances, for the transport of weapons and drugs or for the transport of other cargo.

7. RESPONSIBILITY OF THE RENTER FOR DAMAGE

- 7.1. All interventions on the vehicle without prior agreement are not allowed. All malfunctions must be reported immediately and solved in a coordinated manner.
- 7.2. The Company decides on the method of repair or intervention. Agreed interventions on the vehicle can only be performed at authorized service centers agreed to by the Company. When returning the vehicle, the Renter is obliged to attach an invoice proving the repair, which must be addressed to the Company.
- 7.3. The Renter waives any claims from the Company for any expenses caused by the breakdown of the vehicle.
- 7.4. In the event that the vehicle is in a non-driving condition, the organization of the return of the vehicle to the base is the responsibility of the Company.
- 7.5. If the breakdown or accident was caused by the Renter's carelessness or negligence, the Company does not provide a replacement camper and is not obliged to refund the costs.
- 7.6. Faults in the operation of radios, air conditioners, refrigerators, cruise controls, water heaters or similar devices are not considered malfunctions due to which the Renter can claim compensation for loss of time to repair them or for reduced comfort.
- 7.7. The Company is obliged to return the amount for unused rental days to the Renter in cases where it is obvious that the Renter is not to blame for a technical problem.
- 7.8. In the event of damage to the camper due to overloading, the Renter is responsible. The maximum carrying capacity of the camper is 3,500.00 kg and anything over that is overload. Penalties for overloading the camper are borne by the Renter.
- 7.9. The Renter is obliged to fill the tank with the appropriate fuel (DIESEL).
- 7.10. In the event that the wrong fuel was poured into the vehicle, the Renter is obliged to pay the full amount of the repair of the damaged vehicle, as well as other costs caused to the Company by the damage to the vehicle.
- 7.11. The Renter is obliged to report all new damages when returning the vehicle.
- 7.12. In case of theft of the vehicle, the Renter is obliged to immediately inform the Company and report the incident to the police.

8. BEHAVIOUR IN CASE OF AN ACCIDENT

- 8.1. In case of any accident (traffic accident, theft, burglary, etc.), the Renter is obliged to report any damage to the police (competent for the country where the accident occurred). S/he is obliged to fill out the European traffic accident report and inform the Company. The Renter is obliged to hand over all relevant documentation and attach pictures that clearly show the damage caused to the vehicle. The police report must contain the names and information of all participants in the traffic accident, the number of the green card and all the vehicles involved in the traffic accident.

9. WINTER EQUIPMENT, WINTER USE, DAMAGE

- 9.1. All vehicles are equipped in accordance with the law, but before leaving, the Renter must check for his/herself whether any of the foreign countries to which s/he will be travelling requires more equipment than is prescribed in Croatia. The Renter will be responsible for any damage or violations. The Renter is also responsible for any damage to the vehicle that may occur due to "freezing". When there is water in any tank, the temperature must not fall below 5°C because otherwise there may be damage that the Renter is obliged to cover (heating or draining water from the tanks is mandatory). The Renter is obliged to read and comply with all the attached instructions of the Company, general terms and conditions, instructions of security authorities, repairmen, etc., otherwise s/he bears responsibility for the damage.

10. PERSONAL DATA (GDPR)

- 10.1. The Company declares that all personal data obtained from the Renter or his/her passengers for the purpose of entering into this contract will be carefully stored and used exclusively for the purposes of implementing the rental contract. The Renter's data can be forwarded to third parties only for the purpose of solving:
 - Insurance cases
 - Traffic offenses or other penalties committed during the rental period.

11. FINAL PROVISIONS

- 11.1. With his/her signature, the Renter confirms that s/he is fully aware of all the Terms and Conditions of the rental and that s/he has no objections.
- 11.2. All listed prices include VAT 25%.
- 11.3. The contract, the list of equipment and the handover record are drawn up in two copies, of which one copy belongs to each party.
- 11.4. Implemented as of January 1st, 2024.
- 11.5. General conditions are internal rules and not legal provisions and as such are applied for the purpose of performing work.

RENTER:

COMPANY:

DATE: _____