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PETRONI d.o.o., registarski sud – Trgovački sud u Zagrebu, MBS 080185911, PDV br. HR56024727973
temeljni kapital : 1.086.000,00kn uplaćen u cjelosti, član uprave – Ronald Petrović

TERMS AND CONDITIONS OF VEHICLE(MOTOR HOME)RENTAL **Integral part of the rental agreement**

✓ **1.General provisions**

1.1. The vehicle can be rented by legal or natural persons; the driver must be at least 25 years old and must have a valid category B driving licence and at least 5 years driving experience. Only individuals listed on the rental agreement are authorised to drive the vehicle.

1.2. The rental starts with the acceptance of the offer, the rental terms and conditions, the payment of the total rental fee and Damage Deposit and when the agreement is signed by both parties. The official languages are Croatian and English. If the Client/Renter does not understand one of these two languages, the rental of the vehicle will not be possible.

1.3. By signing the rental agreement both parties confirm that the vehicle is delivered fully functional and clean, with all the necessary equipment and documents, and the Client/Renter confirms that he is aware of how the vehicle works. The list of equipment as well as any identified minor flaws and damages are listed in the technical part of the agreement.

1.4. The rental finishes with the signing of the handover documents, the payment of any identified further charges or the refund of the damage deposit, respectively if there are no impediments for this according to the rental terms (contraventions of the road traffic law, damage in or on the vehicle, delays, reckless usage).

1.5. The fees INCLUDE: 24/7 phone support, mandatory motor vehicle liability insurance, Casco insurance (with a mandatory participation in covering the damage by the Client/Renter to the extent of the Damage Deposit) and travelers' insurance, toilet chemicals, gas (1 bottle), full tank of fresh water, empty tank for waste water and clean toilet cassette, radio, water hose, cable for electricity + adapter for electricity, levelers for the vehicle. The number of kilometers is limited to 300 km per day. Any excess is charged at 2 HRK/kilometer.

1.6. The rental fees DO NOT INCLUDE: Fuel, highway tolls, bed linen, towels, dishes, outdoor table and chairs, GPS navigation, child car seats, inverters, bicycles, transfers from the airport to the depot and back. Casco insurance does not cover damage up to the extent of the Damage Deposit as well as damages to the tyres, wheels, crankcase, clutch and undercarriage of vehicles. Damages to the tyres shall be covered exclusively by the Client/Renter if the Client/Renter did not pay the additional insurance for the tyres.

✓ **2. Payment Method and Damage Deposit**

2.1. A booking deposit of 50% of the entire rental fee must be paid as a confirmation of the booking, and by paying the booking deposit the Client/Renter acknowledges full awareness of the rental terms.

2.2. The rest of the fee must be paid in full 45 days prior to the handover of the vehicle. If the full rental fee is not paid 45 days before handover at the latest, we retain the booking deposit and we cancel the reservation.

2.3. In the event of cancellation of the booking up to 45 days prior to departure, 30 % of the booking deposit shall be retained. In the event of cancellation of the rental 30-44 days prior to the handover, 60 % of the paid rental fee shall be retained and if the rental is cancelled 15-29 days prior to the handover, we retain 80% of the paid rental fee. In the event of the cancellation of the booking 14-0 days before the handover of the vehicle, we retain 100% of the paid rental fee.

2.4. Any change to an already confirmed reservation shall be charged according to the official pricelist.

2.5. When picking up the vehicle the Client/Renter pays the Damage Deposit as guarantee that the Client/Renter shall return the vehicle in the same condition as received and functional. The Damage Deposit covers the loss of Casco insurance bonus in the event of accident caused by the Client/Renter. The Damage Deposit can be paid by transfer to our bank account or by credit card. We do not accept cash.

2.6. The Damage Deposit is 20.000,00 HRK (2700€). If the Client/Renter also pays an additional insurance, CDW+, the liability of the Client/Renter for the potential occurred damage decreases by 50%, in which case the deposit is 10.000,00 HRK (1350€). The Lessor/Owner is entitled, in his own will, to refuse the payment of the CDW+ insurance by the client.

2.7. In the event of any kind of outside damage to the vehicle (to the body of the vehicle and chassis), due to faulty handling by the Client/Renter or to the action of an unknown offender, the Damage Deposit shall not be refunded until the vehicle is not repaired, or until the insurance company does not issue a document stating the amount lost by the Lessor/Owner on account of loss of bonus until the return to the old bonus, as well as the fact that the insurance company did not receive any further claims from third persons regarding payment of damages that the Client/Renter caused. The Client/Renter shall pay for the repairs of the damage caused by an unknown perpetrator up to the extent of the Damage Deposit.

2.8. If the vehicle is returned without damages and according to the terms and conditions of the rental, the deposit shall be refunded within 15 days (+/-5 days) depending on the reaction speed of the bank dealing with the refund of the deposit.

✓ **3. Pick up and return of the vehicle**

3.1. The Lessor/Owner rents the motor home in a clean and fully functional state, with fuel tank full, fresh water tank full, a full bottle of gas (1), toilet chemicals and empty waste water tank and clean toilet cassette.

3.2. The Client/Renter shall return the motor home to the Lessor/Owner at the agreed upon time, in a fully functional state, with a sparkling clean interior, clean WC cassette, empty waste water tank and a full fuel tank, as well as present the bill for fuel from a gas station which cannot be further than 15 km from the location of the handover of the vehicle. The pricelist for subsequent cleaning is integral part of this agreement.

The Client/Renter is not obliged to wash the outside of the motor home, however, if the Client/Renter returns the vehicle in such a state that it is very dusty and dirty, the Lessor/Owner will take notice of this state, inspect the vehicle and submit the final report about the state of the vehicle to the Client/Renter after the wash. In case new damages will be discovered, these shall be documented and presented to the Client/Renter and in this case the Client/Renter does not have the right to complain about the determined state of the vehicle.

In this case, the Lessor/Owner recommends to the Client/Renter to wash the vehicle before returning it.

If fuel is missing, the Lessor/Owner will charge the Client/Renter for the amount that is missing plus the service of filling the tank with fuel.

3.3. The Client/Renter is responsible and shall bear all damage of the vehicle and equipment that is not covered by the insurance.

The vehicle is also considered damaged if the Client/Renter returns it with traces of abrasion (caused by trees, branches) and if the vehicle needs polishing, namely painting.

In case of damage on or in the vehicle caused by the Client/Renter, the Lessor/Owner reserves the right to keep the entire amount of the Damage Deposit until the full repair of the vehicle and, if the damage is less than the amount of the Damage Deposit, the rest of the amount will be returned according to the final calculation. The timeframe for the calculation depends on how fast the needed parts are available and delivered as well as on the period needed by the appropriate repair shop to finish the final repair. If the damages are such that it is obvious that our vehicle was not in contact with the vehicle or the objects of third persons, then the deadline for the repair and the calculation cannot be longer than 90 days. The Lessor/Owner will present to the Client/Renter after the repair of the vehicle an invoice which shall include the handling charges during the period of the repair (delivery and acquisition cost of parts, as well as potential cost of transport to the repair workshop and back). The Lessor/Owner reserves the right, when the final calculation of the damage is done, to add to the total amount of the damage 2.300,00HRK (300€) on the account of the diminished value of the vehicle due to the caused damage. This particularly refers to the damages to the body and the chassis of the vehicle when it is needed to paint the vehicle or when by polishing it is not possible to remove all the damages and painting does not make sense.

The repair of the vehicle will be calculated according to the official pricelist of the Lessor/Owner or the authorised service provider, respectively.

3.4. Both parties must observe the agreed upon pick-up and drop off times. Pick up is possible between 2pm and 3,30pm (on Saturdays between 12pm and 1pm) and the Client/Renter must return the vehicle between 8am and 10am. Delays are not tolerated, each started hour will be charged according to the pricelist. The pick-up of the camper in our depot before the standard hours, as well as the pick-up and drop off of the vehicle outside the working hours between 4pm – 8pm is possible but in that case we calculate the extra hours as well as extra fees according to the official pricelist. The pick-up and drop off of the vehicle on a Sunday or a national holiday also bear an extra charge.

3.5. It is not possible to pick up a vehicle between 8pm and 8am in the morning. It is only possible to drop off the vehicle earlier. If the Client/Renter decides to nevertheless return and leave the vehicle at night, the Client/Renter gives up the entire amount of the Damage Deposit, and, in such case, waives his right to any kind of complaint regarding the determined state of the vehicle.

3.6. If the pick-up or drop off of the vehicle is in Croatia but outside the depot in Sesvete, the time of the pick-up or drop off, respectively, can be between 10am and 3pm. Should the client request it and in agreement with the Lessor/Owner, the time can be changed with a surcharge. If the pick-up or drop off of the vehicle is abroad, then the time of the pick-up or drop off, respectively, can be between 12pm and 2pm and for each hour earlier or later than the standard time, if the Lessor/Owner finds this acceptable, the Client/Renter must pay an extra amount for each started hour.

3.7. If the Client/Renter ordered the motor home to be delivered outside the depot in Sesvete-Zagreb, to a different town or abroad, and if the Client/Renter does not show up at the agreed pick-up time, the Lessor/Owner will do the following:

3.7.1. If the Client/Renter informed the Lessor/Owner before the pick-up time that he would be late, the Lessor/Owner will charge each hour of waiting with 50€ for a maximum period of 7 hours. After that we leave the location of the handover and return the vehicle to the depot, and the client can pick up the vehicle at the depot the following day from 10 to 16h.

3.7.2. If the Client/Renter did not inform about the delay, the Lessor/Owner will wait for 2 hours after the agreed pick-up time (hour). The fee for each hour of waiting is 50€. If not even after this time the Client/Renter does not contact the Lessor/Owner or does not show up, the Lessor/Owner will leave the agreed place of pick up 2 hours after the agreed time, and return the motor home to the depot in Sesvete. The Client/Renter can pick up the vehicle at the depot up to 24 hours after the agreed time. When the 24-hour period is over, if the Client/Renter still did not contact the Lessor/Owner or did not come to pick up the vehicle, the Lessor/Owner will consider that the Client/Renter no longer wishes to rent the motor home and the reservation is canceled. The Client/Renter is not entitled to a refund of the paid amount.

3.8. The permission to extend the rental period must be requested by the Client/Renter at least 48 hours prior to the time agreed for returning the vehicle. The permission is asked and given by SMS, Viber, WhatsApp or email. If the Client/Renter does not return the vehicle at the agreed time and does not contact the Lessor/Owner, 2 hours after the time when the return was agreed the Lessor/Owner will consider that the Client/Renter concealed the vehicle and will take appropriate action according to the provisions of Criminal Law, namely of the law enforcement procedures (temporary measures).

3.9. In case the Client/Renter, for any reason, returns the vehicle earlier than scheduled, the Lessor/Owner is not required and shall not refund the Client/Renter for the unused days.

3.9.1. The vehicles shall be picked up and returned at the following location - Slavka Tomerlina 8, Kobiljak, 10361 Sesvete, Croatia. N 45°49.452' E 016°09.475'

✓ **4. The liability of the Lessor/Owner**

4.1. The Lessor/Owner has the right to deliver to the Client/Renter a different, appropriate vehicle even if that vehicle was not the one originally booked. The Lessor/Owner in such a case is obliged to deliver a vehicle in which the requested number of people can travel and sleep.

4.2. Should the rental of the replacement vehicle have a higher fee, the Client/Renter is not obliged to pay the additional amount, and if the price for the rental of the replacement vehicle is lower than the agreed one, the Lessor/Owner is obliged to refund the Client/Renter the appropriate amount.

4.3. If the Client/Renter does not wish to accept the replacement vehicle, the Lessor/Owner is not required to refund the Client/Renter the paid amount for the rental of the vehicle.

4.4. The Lessor/Owner is entitled to set up his own or other advertisements on the vehicles, and the Client/Renter waives any right to complain in regard to this.

4.5. In the event of force majeure, if the vehicle is not functional or usable, another period can be agreed upon or the entire paid fee shall be returned if the Client/Renter wishes so. The Lessor/Owner does not have any other responsibility regarding such a cancellation of the reservation, neither is he obliged to pay any penalties to the Client/Renter.

4.6. The Lessor/Owner is entitled to check the state of the vehicle at any given moment as well as to take over the vehicle immediately if the Client/Renter breaches any of the provisions of this agreement.

4.6.1. The vehicles can be monitored and followed using a GPS system.

4.7. In the event of a breakdown of the vehicle or of any part of the body section, the Lessor/Owner will do everything possible to eliminate the breakdown within 36 hours but, if the repair is not possible, the Lessor/Owner shall not be liable for damages that could be suffered by the Client/Renter due to the breakdowns on/inside the vehicle. Thus the Client/Renter renounces any claims towards the Lessor/Owner on the account of any costs caused by a malfunction of the vehicle. If the vehicle cannot be driven, the cost of returning it to the depot is the obligation of the Lessor/Owner, however only within distances of 600 km from the depot. If the Client/Renter decides to travel more than 600 km to further destinations, and the vehicle remains out of order, the entire cost of the transport of the vehicle to the depot will be covered by the Client/Renter. The Client/Renter should have appropriate assistance or travel insurance for such cases (e.g. HAK, ADAC).

4.7.1. When a breakdown occurs, the Client/Renter is obliged to immediately report it to the Lessor/Owner. The Client/Renter will receive instructions on what to do and how to proceed and will be directed to the first possible repair shop. If, for any reason, the Client/Renter refuses to go to the indicated repair shop, the Lessor/Owner will consider that the Client/Renter did not report the breakdown in the first place and the Client/Renter is not entitled to file a complaint.

4.7.2. In case of breakdown or accident caused by the Client/Renter's lack of attention or gross negligence, the Lessor/Owner is entitled not to release to the Client/Renter a different replacement vehicle. The Client/Renter will keep the Deposit until the final repair of the vehicle, and until the vehicle is repaired it has the status of rented vehicle by the Client/Renter who caused the malfunction or damage.

4.7.3. Errors in the functioning of the radio, air conditioning, refrigerator, cruise control, different fuses or water heating system are not considered faults for which the Client/Renter can request compensation for the amount of time lost for the repair of these faults or for the diminished comfort.

4.7.4. If the Client/Renter rents bicycles together with the motor home, the Lessor/Owner does not have to refund any type of costs related to the repair of the bicycles which might be needed due to the use of the bicycles by the Client/Renter. The Client/Renter is required to inspect the bicycles before the rental, and in advance waives its right to file a complaint about the bicycles.

4.8. The Lessor/Owner shall deliver to the Client/Renter a fully functional technically tested vehicle, however the Lessor/Owner cannot guarantee to anyone, nor does he guarantee that the vehicle will function flawlessly during the rental and therefore the Client/Renter renounces the right to file a complaint or demand material claims for a malfunction of the vehicle. The Lessor/Owner is only required to refund the Client/Renter the amount for the unused days in the event that it is obvious that the Client/Renter is not responsible for the technical problem.

4.9. In case of a crash accident or breakdown, the Lessor/Owner is in no circumstances obliged to refund to the Client/Renter the cost of accommodation (hotel and so on) as well as any transportation costs (taxi, rent-a-car, train, plane, bus and so on) or any other related costs.

4.9.1. In case of accident caused by a third person and if the vehicle is no longer in a functional state, the Lessor/Owner will try to find a similar replacement vehicle within 48 hours. If this is not possible, the Lessor/Owner shall return the amount of money representing the unused days of rental and the Damage Deposit but only after receiving the police report stating that the accident was not the fault of the Client/Lessor. The Lessor/Owner will refund the Damage Deposit minus the handling charges.

✓ **5. The liability of the Client/Renter**

5.1. The Client/Renter must make sure that every time he/she leaves the vehicle it is locked and that the documents are with the Client/Renter or in a safe place but are not, UNDER ANY CIRCUMSTANCES, INSIDE THE VEHICLE!!! The loss of vehicle documents will be charged with 3750 HRK (500 €).

5.2. The Client/Renter is responsible for handling the vehicle with care and maintaining it tidy and he shall answer materially for breaking the road traffic laws. The Client/Renter accepts that the Lessor/Owner can forward the Client/Renter's details if the police or the local authorities are looking for the driver and vehicle involved in breaking road traffic laws.

5.2.1. During the rental period the Client/Renter must check the fluid level in the motor and the pressure in the tires.

5.2.2. The Client/Renter shall not operate the vehicle under the influence of alcohol, narcotics or sedatives, and is obliged to observe the maximum speed limit of 110km/h. Should he not observe the above mentioned provisions, the Lessor/Owner can charge the Client/Renter the entire amount of the Damage Deposit.

5.3. It is forbidden to smoke inside the vehicle as well as to transport any kind of animals. Any failure to observe these provisions about smoking and animals shall be fined with 3000 HRK (400 €).

5.4. The vehicle shall not be subleased, used for illegal activities, crimes, contraventions of customs laws and other contraventions, to instruct an unlicensed person in the operation of the vehicle, to transport goods and persons for a fee, to toll any other vehicles, to use the vehicle for competitions, as well as to carry flammable and explosive substances, substances with strong and offensive odours. It is especially forbidden to travel by motor home to music festivals (such as Ozora, Modem). The Client/Renter is not allowed to take the vehicle to areas which were specifically forbidden by the Lessor/Owner. By failing to observe these provisions, the Client/Renter waives fully his right to the refund of the Damage Deposit in favour of the Lessor / Owner.

5.5. The Client/Renter shall not overload the vehicle, nor shall he make any changes to the vehicle, change any parts, circuits or devices in/on the vehicle without written consent from the Lessor/Owner. Should the Client/Renter fail to comply with this provision, the Lessor/Owner can ask the Client/Renter to pay the acquisition value of a new vehicle as well as the amount for a 30-day rental period in super high season.

5.6. The Client/Renter shall fill the tank with appropriate fuel, EURODIESEL BS or BS Class, and, when returning the vehicle, he/she will show to the Lessor/Owner the invoice from the last refueling of the vehicle. In the event that wrong fuel is put in the vehicle or in the event of a breakdown of the motor, chassis or of the body of the vehicle that was caused in any other way by the Client/Renter, the Client/Renter shall bear the entire cost of repairing the damaged vehicle as well as other expenses caused to the Lessor/Owner by damaging the vehicle including loss of future rental of said vehicle according to the valid pricelist but not more than the fee calculated for a 30-day rental.

5.7. If the Client/Renter fills the water tank with diesel fuel, the Lessor/Owner will charge a cleaning fee in the amount of 1350 EUR (10000 HRK).

5.8. The Client/Renter shall report IMMEDIATELY to the Lessor/Owner problems of any kind, road accidents, and breakdowns on the road etc. so that the problem is solved together. The Client/Renter shall not leave the broken or damaged vehicle without supervision and unsecured.

5.8.1. If the Lessor/Owner demands to the Client/Renter to go to a particular agreed upon repair shop, the Client/Renter cannot refuse to do so. If the Client/Renter refuses nevertheless and continues to drive which leads to a bigger malfunction, the Client/Renter will cover all the costs of the repair that result from that action. If the vehicle is not ready for the next Client/Renter, the Client/Renter who caused the cancellation of the next rental is obliged to cover the full amount of the cancelled rental.

5.8.2. If the clutch breaks down during the rental, the Lessor/Owner will not return the Damage Deposit until the vehicle is repaired and the report from the authorised service provider about the cause of the malfunction is received. If the report shows without a doubt that the clutch breaking down was entirely the fault of the Client/Renter, the Client/Renter is obliged to cover the full cost of the repair. In the event of tyre failure, the Client/Renter shall inform the Lessor/Owner about the event and, upon agreement with the Lessor/Owner, the Client/Renter shall change the tyre (it is necessary to use the same model/type of tyre) while covering the full cost.

5.9. In case of road accident, The Client/Renter shall contact the Lessor/Owner, call the police, fill in the European Motor Accident Report as well as, after returning the vehicle to the Lessor/Owner, submit the report about the damaging event and the results of an alcohol consumption test. If the Client/Renter does not comply, the entire cost of the damage of the rented vehicle shall be charged to the Client/Renter even if the Client/Renter is not responsible for the occurred damaging event.

5.9.1. The Lessor/Owner will keep the entire Damage Deposit until liability of the event is established which may last even up to 6 months. Only after that period, if it is established that the Client/Renter is not liable for the provoked damage, will the Lessor/Owner return the rest of the Damage Deposit minus the handling costs.

5.9.2. If the Client/Renter is responsible for the event that caused the damage, the Lessor/Renter will keep the entire Damage Deposit.

5.9.3. During the lease, every new damage on the vehicle or in the vehicle shall be reported immediately and inevitably by the Client/Renter to the Lessor/Owner (email, Viber, WhatsApp, SMS) so that the Lessor/Owner has the opportunity to prepare the new parts and repairing work as soon as possible.

5.9.4. Should the Client/Renter return the vehicle with damages that were not immediately reported to the Lessor/Owner, the Lessor / Owner is entitled to charge the Client / Renter for the costs of urgent acquisition of needed parts in the amount of up to 3750 HRK (500€).

5.9.5. The Client/Renter is obliged to report all new damages upon return of the vehicle. If he fails to do so, and the Lessor/Owner discovers that there is new, unreported damage, this will be considered and attempt at camouflage and fraud from the part of the Client/Renter. In this case the Lessor/Owner has the right to charge the Client/Renter the double amount needed to repair the vehicle.

5.9.6. In the event of theft of vehicle the Client/Renter shall inform the Lessor/Owner immediately, report the theft to the police and hand over to the police the documents and the keys of the vehicle. If this is not done and should insurance refuse to pay for the damage on this account, the Client/Renter upon request from the Lessor/Owner shall pay for the entire value of a new vehicle according to the price of the authorised dealer for that type of vehicle and he/she shall cover loss of future rentals due to the absence of the said vehicle which is the fee calculated for a 90-day rental in super high season. Should the police conclude that the vehicle is not stolen and is in fact concealed and a scam is in place, and the insurance refuse to pay damages, the Client/Renter shall pay to the Lessor/Owner the value of a new vehicle corresponding to the disappeared one plus 100% on the account of lost profit, expenses and problems caused by this.

5.9.7. By signing this agreement, the Client/Renter commits to covering to the Lessor/Owner all costs and paying for whatever direct and indirect damage occurred as a result of irresponsible and reckless handling of the vehicle that the Client/Renter rented that the insurance does not or refuses to cover.

6. Personal data storage and transfer

- 6.1. The Client/Renter agrees that the Lessor/Owner needs to store private data.
- 6.2. The Lessor/Owner can transfer personal data of the Client/Renter upon request from the police or the competent authorities if the Client/Renter committed a contravention, a criminal offence or any act that is contrary to this rental agreement or the laws of the state in which the Client/Renter stayed with the rented motor home.
- 6.3. The Lessor/Renter is entitled to transfer the Client/Renter's details to the road assistance services in case of breakdown of the vehicle.

7. Final provisions

- 7.1. By signing below the Client/Renter confirms that he is aware of all the provisions of the rental and has no objections.
- 7.2. All fees include VAT in the amount of 25%. The agreement is concluded in two originals, one for each party.
- 7.3. All conflicts that cannot be amicably solved between the Lessor/Owner and the Client/Renter will be referred to the competent court in Zagreb.

LESSOR/OWNER

Place and date:

CLIENT/RENTER:

Sesvete,