

Vancation Adria d.o.o.

OIB: 74970467683

Vladimira Ruždjaka 39

10000 Zagreb, Croatia

GENERAL TERMS OF THE CAMPERVAN RENTAL

1. General provisions

1.1. The vehicle can be rented by a legal entity or a natural person, and the driver must be at least 25 years old and hold a valid category B driver's license for at least 5 years. The vehicle can only be driven by the persons specified in the contract.

1.2. The beginning of the lease begins with the acceptance of the offer and conditions of the lease, payment of the entire amount of the lease and the security deposit and signing of the contract by both parties. The official languages are Croatian and English. If the renter does not understand one of these two languages, the vehicle rental will not be possible.

1.3. By signing the lease agreement, both parties confirm that the vehicle was delivered technically correct and clean, with all associated equipment and documents, and the lessee confirms that he is fully familiar with all functions of the vehicle. The list of equipment, as well as possible minor defects and damages, are listed in the technical part of the contract.

1.4. The rental ends with the signing of the handover report, payment of any additional costs and return of the security deposit if there are no obstacles for this according to the rental conditions (traffic violations, damage to and/or on the vehicle, delay, careless use, etc.).

1.5. In the event that the lessee, through no fault of the lessor, does not participate in the inspection of the vehicle or is prevented from doing so for any other reason, e.g. in a hurry to catch a plane or the like, by signing the minutes, the lessee waives the right to subsequently raise objections, refutation of the lessor's claims, as well as in general refutation of any item from the record.

1.6. The price includes: 24/7 roadside assistance, mandatory automobile liability insurance, comprehensive vehicle insurance (with the lessee's mandatory participation in damages up to the amount of the security deposit, passenger insurance based on basic vehicle insurance, gas (2 cartridges), full tank of clean water, empty tank of dirty water, radio device, water hose, electrical cable connector for AC power, levelers for the vehicle, a basic set of bed linen and towels and a set of dishes and cutlery. Mileage is limited to 320 km per day. Additional kilometers are charged HRK 2.50/km (0,5 EUR/km).

1.7. The price does not include: fuel, tolls, table, chairs and outdoor carpet, additional set of bed linen and additional set of towels and additional dishes. The insurance does not cover damage up to the amount of the guarantee, as well as damage to tires, rims, engine bed,

clutch and the undercarriage of the vehicle. Damage to the tires is entirely borne by the lessee, unless he has paid additional insurance for the tires.

1.8. Rent is possible for a minimum period of 4 nights in the easy and flexy season, or at least 7 nights in top season.

2. Method of payment and guarantee

2.1 An advance payment of 50% of the rental amount is paid as confirmation of the reservation, and the lessee confirms by making the payment that he is familiar with the conditions of the vehicle rental.

2.2. The balance up to the full amount must be paid 45 days before taking over the vehicle. If the rest of the rental is not paid in full 45 days before the vehicle is picked up, the down payment will be withheld, and the reservation cancelled.

2.3. In case of cancellation of the rental up to 45 days before taking over the vehicle, we retain 30% of the advance payment. In case of cancellation of the rental 30-44 days before taking over the vehicle, we keep 60% of the paid rental amount, and in case of cancellation of the rental in the period from 15 to 29 days before taking over the vehicle, we keep 80% of the paid amount. If the rental is canceled less than 14 days before taking over the vehicle, we retain 100% of the paid rental amount.

2.4. Any change to an already confirmed reservation is charged according to the official price list.

2.5. The lessee pays the security deposit as a guarantee that he will return the vehicle in an unchanged condition and in the same condition as he took it over. The guarantee also covers the loss of the insurance bonus in the event of an accident due to the lessee's fault. The security deposit can be paid to our account prior to vehicle pick up, and no later than 1 day before vehicle pick up by bank transfer IBAN: HR0824840081135184415 SWIFT: RZBHHR2X or by credit card on the spot. We do not accept cash.

2.6 The security deposit is HRK 15,000.00 (€2,000.00). If the lessee also pays additional insurance, CDW+, the responsibility of the lessee for possible damage to/in the vehicle is reduced by 50 %, and then the amount is HRK 7,500.00 (€1,000.00). The lessor has the right, at its own discretion, not to accept that the party pays the CDW+ insurance.

2.7 In the event of any external damage to the vehicle (on the superstructure and chassis), due to the fault of the lessee or an unknown perpetrator, the security deposit is not returned until the vehicle is repaired, that is, until a written statement is received from the insurance company, the amount of the loss the lessor loses the bonus until the return to the old bonus and that the insurance has no subsequent claims from third parties, regarding the collection of damage caused by the lessee. Repair of damage committed by an unknown perpetrator is paid by the lessee up to the amount of the security deposit.

2.8. If the vehicle is returned without damage and in accordance with the terms of the lease, the deposit will be returned as soon as possible, depending on the bank's international payment processing procedures, and no later than 30 days from the moment of the lease.

3. Pick up and return of the vehicle

3.1. The lessor offers for rent a clean and technically correct campervan, with a full fuel tank, a full freshwater tank, 2 gas cartridges + 2 additional cartridges for more than 5 days of rental, an empty gray water tank, a car radio, a water hose, an electrical cable connector for AC power, levelers for the vehicle, a basic set of bed linen and towels, and a basic set of dishes and cutlery.

3.2. The lessee is obliged to return the campervan at the agreed time, in technically correct condition, with a completely clean interior, with an empty gray water tank and a full tank of diesel fuel, and to present the last receipt for the filled diesel fuel from the gas station, which should be issued at the gas station at the maximum distance of 10 km from the campervan handover point. The price list for subsequent cleaning is an integral part of the contract. The lessee does not have the obligation to clean the campervan from the outside, but if the lessee returns the vehicle in a condition that is dusty and dirty to such an extent that it prevents the usual inspection of the vehicle and the determination of its handover condition without any doubts, the lessor will note the same, wash and inspect the vehicle afterwards, after which provide the lessee with a final report on the condition of the vehicle. If new damage is found, it will be documented and presented to the lessee, and in that case, the lessee has no right to complain about the determined condition of the vehicle. If there is a lack of fuel, the lessor will charge the lessee for the value of the amount of fuel that is missing in money and the amount according to the price list for the refueling service.

3.3. For all damage to the vehicle or equipment that is not covered by insurance, the lessee is responsible and pays for the resulting damage. The vehicle will also be considered damaged if the renter returns the vehicle with visible scraping marks (trees, branches, bushes, fences, etc.) and the vehicle needs to be polished, i.e. painted. Regarding damage to or in the vehicle caused by the lessee, the lessor has the right to retain the full amount of the security deposit until the vehicle is fully repaired and if the damage is less than the amount of the deposit, the remaining amount will be returned after the final settlement. The deadline for billing depends on the availability and speed of the parts delivery and on the deadline in which the appropriate service can perform the final repair. If the damage is of such a type that it is obvious that our vehicle was not in contact with the vehicle or object of third parties, then the period of repair and settlement must not exceed 90 days. After repairing the vehicle, the lessor will provide the lessee with an invoice that will include handling costs during the repair (delivery and the cost of purchasing parts, as well as the possible cost of transporting the vehicle to the service center and back). The lessor has the right to add up to a maximum of HRK 2,300.00 (€300) to the total amount of the damage in the name of the reduction in the value of the vehicle. This particularly applies to damage to the bodywork and chassis of the vehicle, when painting the vehicle is necessary or when polishing cannot completely remove the damage and painting does not make sense.

3.4. The repair of the campervan is calculated according to the service offer and the equipment and parts supplier. If the party expressly requests the issuance of an invoice for the repair of the vehicle within less than 30 days due to the refund of the security deposit by the insurance company, the lessor will issue an invoice for the amount of the entire deposit.

3.5. Both parties must stick to the agreed delivery and return date of the vehicle. Vehicle collection is possible on weekdays between 3:00 PM and 5:00 PM and on Saturdays between 12:00 PM and 2:00 PM, and the lessee must return the vehicle between 8:00 AM and 10:00 AM.

Every hour of delay when returning the vehicle will be additionally charged to the lessee according to the current price list, which forms an integral part of this Agreement. Picking up the campervan at the agreed handover location before the prescribed time, as well as issuing and picking up the vehicle outside working hours in the period from 17:00 to 20:00 is possible for an additional fee according to the official price list. Returning or picking up the vehicle on Sundays or holidays is also done for an additional fee.

3.6. Campervan handover is not possible between 8:00 p.m. and 8:00 a.m. Only earlier return of the campervan is possible. If the lessee does return the vehicle at night, he waives the entire amount of the security deposit and in that case also waives the right to any objection to the established condition of the vehicle.

3.7. If the lessee announces that he will be late before taking over, the lessor will charge for each hour of delay in accordance with the official price list, with a maximum time period of delay up to 8 p.m. that day. If the lessee does not pick up the campervan within the specified period of delay in relation to the agreed pick-up date, he can pick it up the next day with notice and agreement with the lessor during working hours. If the campervan is not delivered due to the lessee's delay, that day is counted as a rental day and the lessee has no right to a refund.

3.7.1. If the lessee does not report that he is late, the lessor will wait 2 hours after the agreed pick-up time. The fee for each hour of delay is €26. A delay is considered to be a deviation in the arrival time from the agreed appointment up to a maximum of 24 hours. If within 24 hours from the agreed time of taking over the campervan, the lessee has not contacted the lessor and/or come to pick up the campervan, the lessor considers that the lessee has given up on the rental and cancels the reservation, and the lessee has no right to a refund of the money paid.

3.8. The renter must request permission to extend the vehicle rental at least 48 hours before the scheduled return date. Permission is requested and obtained via SMS, Viber or WhatsApp message or email. If the lessee does not return the vehicle within the agreed time, nor does he contact the lessor within 2 hours at the latest after the agreed time for returning the vehicle, the lessor will consider that the lessee has stolen the vehicle and take appropriate measures in terms of the provisions of the Criminal Code and the Criminal Procedure Act.

3.9. In the event that the lessee, for any reason, returns the vehicle earlier than the scheduled time, the lessor is not obliged and will not reimburse the lessee for unused days.

3.10. Vehicles are picked up and returned at the address - Vladimira Ruždjaka 39, 10000 Zagreb, Croatia.

4. Lessor's responsibility

4.1. In the event that the lessor for any reason is not able to deliver the object of the lease - the vehicle, at the agreed time and in the agreed manner, the lessor will offer the lessee another time for rent or a refund.

4.2. The lessor has the right to place his own or some other advertisements on the campervans, and the lessee waives the right to object and claim in connection with the same.

4.3. In the event of force majeure, an undriveable or unusable vehicle, another appointment is agreed upon or the full amount paid is returned to the lessee at his request. Any costs during the refund, which are stipulated by the bank or other service provider for the acceptance of payment, are borne by the lessee. The lessor has no other responsibility regarding such cancellation of the reservation, nor is he obliged to pay any penalties to the lessee.

4.4. The lessor has the right to inspect the condition of the vehicle at any time, as well as the right to immediately confiscate the vehicle if the lessee violates any provision of this contract. In this case, the lessee is not entitled to a refund for any remaining rental days that were not consumed due to the seizure of the vehicle.

4.4.1. The vehicles are monitored and monitored by a GPS vehicle monitoring system and secured by a protective burglar alarm.

4.5. In the event of a breakdown of the vehicle or any part in the upgrade, the lessor will do everything possible to eliminate the defect within 36 hours, but if the repair is not possible or is not possible within the specified period, the lessor bears no responsibility for damages that the lessee may incur could arise due to a fault on/in the vehicle. Therefore, the lessee waives any claims from the lessor for any costs caused by the breakdown of the vehicle. In the event that the vehicle is in an undriveable condition, the cost of returning the vehicle is the responsibility of the lessor, but only for distances up to 600 km from the lessor's company headquarter. If the lessee decides to travel to destinations more distant than 600 km, and the vehicle breaks down, the entire cost of transporting the vehicle to the headquarter of the lessor's company is borne by the lessee.

4.5.1. When a breakdown occurs, the lessee is obliged to inform the lessor immediately and without delay. The tenant will receive instructions on what to do and how to do it, that is, he will be directed to the first possible service. If the lessee refuses to go to the specified service (for any reason), the lessor will consider that the lessee did not report the defect and the lessee has no right to appeal.

4.5.2. In the event of a breakdown or an accident caused by the lessee due to his carelessness or negligence, the lessor will keep the entire amount of the security deposit until the vehicle is finally repaired, and until the vehicle is repaired, the vehicle has the status of being rented from the lessee who caused the breakdown or damage.

4.5.3. Faults in the operation of car radios, air conditioners, refrigerators, stoves, various fuses and other built-in equipment are not considered malfunctions due to which the tenant can claim compensation for the loss of time to repair them or for the reduction of comfort.

4.5.4. If the lessee rents bicycles or electric scooters along with the campervan, the lessor is not obliged to refund any bicycle repair costs that may arise from the use of the same by the lessee. The lessee is obliged to inspect the bicycles and/or electric mobility scooters before the rental and waives the right to any complaint related to the bicycles or mobility scooters in advance. Upon the campervans return, the lessor will inspect the condition of the returned bicycles or mobile homes. If the lessee returns defective or damaged bicycles or electric scooters, the lessor will charge the resulting damage from the security deposit.

4.6. The lessor delivers a correct and technically sound vehicle to the lessee, but equally, the lessor cannot guarantee or guarantee to anyone that the vehicle will function flawlessly during the rental, and accordingly the lessee waives in advance the right to any objection or material claims that could be caused by the breakdown of the vehicle. The lessor is only obliged to return to the lessee the amount for unused rental days in cases where it is obvious that the lessee is not to blame for the technical problem.

4.7. In the event of a collision or breakdown of the vehicle, the lessor is under no obligation to reimburse the lessee for accommodation costs (hotel, etc.), as well as transportation costs (taxi, rent a car, train, plane, bus, etc.) or any other costs in connection with the same.

4.7.1. In the event of an accident caused by a third party and in the event that the vehicle is not drivable, the lessor undertakes to return the remaining rental amount for unused days, but only upon receipt of a police report from which it is beyond doubt that the accident was not caused by the fault of the lessee. When returning the deposit, the lessor will reduce it by the amount of manipulative costs.

5. Lessee's responsibility

5.1. When leaving the vehicle, the lessee must lock the vehicle and always keep the vehicle key and the vehicle documents (vehicle license) with him and in a safe place, and never in the vehicle. In case of loss of vehicle documents, a fee of HRK 3,750.00 (€500) will be charged. In case of loss of the vehicle key, a fee will be charged according to the key service offer. The loss of vehicle documents and/or vehicle keys is considered a reason for terminating the vehicle rental, and in this case the lessee is not entitled to a refund of the remaining amount for any unused rental days.

5.2. The lessee undertakes to protect the vehicle and properly maintain it and is materially responsible for violations of traffic regulations. The lessee agrees that the lessor can pass on his personal data if the police or utility service is looking for the driver and the vehicle that committed a traffic violation.

5.2.1. The lessee is obliged to check the engine fluid level and tire pressure during the rental period.

5.2.2. The lessee may not drive the vehicle under the influence of alcohol, narcotics, pills or any other substances whose effect may cause a decrease in his driving ability and is obliged to respect the maximum permitted speed of 110 km/h. For non-compliance with the mentioned provisions, the lessor can charge the lessee for the entire amount of the security deposit.

5.3. Smoking and transporting animals are not allowed in the vehicle. A fee of HRK 3,000.00 (≈€400.00) is charged for non-compliance with the provisions on the prohibition of smoking and animals transportation.

5.4. The vehicle may not be subleased, used for illegal acts, criminal acts, customs and other violations, for driver training, for paid transportation of goods and people, for towing other vehicles, for competitive purposes, as well as for the transportation of flammable and explosive substances, substance with a strong and unpleasant smell. It is strictly forbidden to go to the music festivals by campervan. The lessee may not drive the vehicle to areas/countries that he has not declared or for which the lessor has issued an express ban. By not complying with the above provisions, the lessor has the right to immediately terminate the lease and confiscate the vehicle, and the lessee waives the return of the security deposit in full in favor of the lessor.

5.5. The lessee may not overload the vehicle, perform any modifications to the vehicle, change parts, assemblies or devices in/on the vehicle without the written consent of the lessor. For non-compliance with these provisions, the lessee is obliged to pay the amount of the newly purchased retail value of the used campervan as well as the amount of the 30-day rental in the top season at the lessor's request.

5.6. The lessee is obliged to fill in the appropriate fuel, EURODIESEL B7 or CLASS PLUS EURODIESEL B7, and when returning the vehicle, give the lessor the invoice(s) from the last fueling, i.e. present proof that he has fulfilled the obligation from Article 3.2. In the event that the wrong fuel was poured into the vehicle or damage to the engine, chassis or superstructure was caused in any other way, the lessee is obliged to pay the full amount of the repair of the damaged vehicle and other costs caused to the lessor by the damage to the vehicle, as well as the lost profit for the duration of the repair and non-use of the vehicle during the repair according to the valid price list, but for a maximum of 30 days.

5.7. In case of any problems, breakdown on the road or the like, the lessee is obliged to inform the lessor immediately and without delay, so that the resulting problem can be solved together. The lessee may not leave a broken down or damaged vehicle without supervision and insurance.

5.7.1. If the lessor expressly instructs the lessee to go to the agreed service, the lessee may not refuse. If the lessee still refuses the order and continues driving, and this causes an even bigger breakdown, the lessee is obliged to bear all the repair costs incurred as a result. If, as a result, the vehicle is not ready for the next agreed rental, the lessee who caused the cancellation of the next rental is obliged to pay the entire amount of the canceled rental.

5.7.2 In the event that the clutch malfunctions during the rental, the lessor will not return the deposit to the lessee until the vehicle is repaired and a report is received from the authorized service center on the cause of the malfunction. If it is evident from the report that the failure occurred due to the lessee's fault, the lessee is obliged to pay the resulting damage in full. In the event of a tire burst, the lessee is obliged to inform the lessor about the event and, in agreement with the lessor, replace the tire (obligatory to use the same model/type of tire). The entire cost is borne by the lessee.

5.8. In the event of a traffic accident, the lessee is obliged to contact the lessor immediately and without delay, must call the police, fill out the European accident report and, upon returning the vehicle, submit a report on the harmful event to the lessor, as well as an alcohol test. If the lessee does not do the above, the lessee shall bear all the costs of compensation for the damage, regardless of who is to blame for the harmful event.

5.8.1. In the event of a traffic accident, the lessor will retain the security deposit in full until responsibility is determined, which can take up to 6 months. Only after the decision on the determination of liability, if it is determined that the lessee is not responsible for the damage, the lessor will return the security deposit, minus the amount of manipulative costs.

5.8.2. If the lessee is to blame for the harmful event, the lessor will retain the security deposit in its entirety.

5.8.3. During the rental period, the lessee is obliged to report any new damage to or in the vehicle to the lessor immediately and without fail (by e-mail, WhatsApp message, SMS message), in order to give the lessor the opportunity to prepare new parts and repairs as soon as possible.

5.8.4. If the reported damages are larger and more serious, the lessee is obliged to return the campervan to the lessor at the lessor's invitation as soon as possible and before the lease expires, so that the campervan can be ready for the next client in time.

5.8.5. If the lessee returns a vehicle that has visible damage caused during the rental, without immediately reporting it to the lessor, the lessor has the right to charge the lessee for the costs of urgent procurement of new parts in the appropriate amount upon presentation of the invoice.

5.8.6. The lessee is obliged to report all new damages when returning the vehicle. If he does not do so, and the lessor determines that there are new, unreported damages, it will be considered an attempt at evasion and fraud by the lessee. In this case, the lessor has the right to charge the lessee for double the amount needed to repair the vehicle.

5.8.7. Damaged parts are not repaired, but replaced exclusively with new, original parts. Small so-called minor damage is only damage that can be repaired by polishing.

5.8.8. In case of theft of the vehicle, the lessee is obliged to immediately inform the lessor and report the incident to the police, as well as hand over the documents and keys of the vehicle to the police. Otherwise, if the insurance refuses to pay for the damage due to non-fulfilment of the above requirements, the lessee will, at the request of the lessor, pay the full value of the new vehicle that he had on rent according to the offer of the authorized dealer for the vehicle in question, as well as the lessor's lost profit, due to the lack of a vehicle, in the amount 90-day vehicle rental at the valid price list, in top season. If the police determine that the vehicle was not stolen, but that it was concealed and that it was a fraud, and the insurance refuses to pay the damage, the lessee is obliged to pay the lessor the amount of the newly purchased value of the missing campervan, increased by 100% in the name of lost profits, costs and problems caused in related to the same.

5.8.9. By signing the contract, the lessee undertakes to reimburse the lessor for all costs and to pay for all direct and indirect damage to/in the vehicle that was caused by the lessee's irresponsible and negligent attitude towards the rented vehicle, which the insurance does not cover or refuses to pay.

6. Storage and forwarding of personal data

6.1. The lessee agrees that the lessor stores private and personal data in accordance with the current law in the Republic of Croatia and in accordance with the prescribed GDPR guidelines.

6.2. The lessor may forward the lessee's personal data at the request of the police or competent services in the event that the lessee has committed a misdemeanor, a criminal offense or anything contrary to this rental agreement or the laws of the countries in which the lessee stayed with the rented campervan.

6.3. The lessor has the right to forward the data of the lessee to the roadside assistance services in case of vehicle breakdown.

7. Entry into force

7.1. These general conditions come into force on 15th June 2022.

Zagreb, xx.xx.xxxx.

Tea Cacović - director