

OPĆI UVJETI UGOVORA  
O OPERATIVNOM LEASINGU

u primjeni od 1. siječnja 2023.

GENERAL TERMS  
FOR CONTRACT ON  
OPERATIVE LEASING

applicable as of 1<sup>st</sup> January 2023

## 1. Uvodne odredbe

1.1. Ovi Opći uvjeti uz Ugovor o operativnom leasingu (dalje u tekstu: Opći uvjeti), Ugovor o operativnom leasingu, kao i bilo koji ugovori o dodatnim i/ili posebnim uslugama te bilo koje naknadne izmjene ili dopune tih pravnih akata, predstavljaju sastavni dio ugovornog odnosa između ugovornih strana (dalje u tekstu: Ugovor o operativnom leasingu), odnosno društva ALD Automotive d.o.o. kao Davatelja leasinga (dalje u tekstu: Davatelj leasinga) i Primatelja leasinga (dalje u tekstu: Primatelj leasinga) (dalje u tekstu zajedno: Ugovorne strane).

1.2. Primatelj leasinga obavezan je Davatelju leasinga staviti na raspolaganje sve potrebne isprave radi vjerodostojnog utvrđivanja statusno-pravnog identiteta i financijskog stanja te jamčiti za njihovu točnost. Primatelj leasinga obavezuje se tijekom razdoblja trajanja Ugovora o operativnom leasingu obavijestiti Davatelja leasinga o svakoj važnoj promjeni podataka u ispravama o njegovom statusno pravnom identitetu kao i dostaviti sve tražene podatke u svezi financijskog stanja.

1.3. Primatelj leasinga se izričito obavezuje i pristaje odmah dostaviti podatke o njegovom pravnom – organizacijskom statusu, imovini i vlasničkoj strukturi, odnosima jamstva, sjedištu, prebivalištu, kao i bilo koje promjene tih podataka. Ukoliko to ne učini, on izričito ovlašćuje Davatelja leasinga da pribavi navedene podatke od osoba koje njima raspolažu i također izričito ovlašćuje osobe koje raspolažu navedenim podacima da omoguću Davatelju leasinga pristup navedenim podacima na njegov zahtjev. Temeljem navedenog, Primatelj leasinga se izričito odriče prava na povjerljivost i zaštitu podataka u odnosu na Davatelja leasinga i osiguravajuće društvo te na bilo koje treće osobe kojima Davatelj leasinga dostavi relevantne podatke u ispunjenju svoje ili zakonske obveze Primatelja leasinga ili njegove obveze iz ovih Općih uvjeta. Primatelj leasinga daje izričitu suglasnost Davatelju leasinga da obrađuje prikupljene podatke koji se odnose na Primatelja leasinga, odnosno da takve podatke prikuplja, sprema, organizira, prilagođava, mijenja, briše, i slično te da koristi te podatke za marketinške svrhe s ograničenjem na komercijalne prezentacije te navedenog Primatelja leasinga na listi klijenta Davatelja leasinga, i da ih pohranjuje u računala u inozemstvu. Ukoliko provedba navedenog zahtijeva obradu podataka trećih osoba, kao što su podaci o korisniku vozila, Primatelj leasinga će pribaviti njihovu privolu u skladu s propisima o zaštiti osobnih podataka. Sve obavijesti na temelju Ugovora o leasingu će se dostavljati na adresu sjedišta, odnosno prebivališta Ugovornih strana navedene u Ugovoru o leasingu.

## 2. Opći uvjeti

2.1. Ovi opći uvjeti primjenjuju se na sve ponude izdane i ugovore o leasingu sklopljene nakon 1. siječnja 2023.

2.2. Ove Opće uvjete kao i njihove naknadne izmjene i dopune donosi Davatelj leasinga i objavljuje u svojim poslovnim prostorijama, na svojoj službenoj internetskoj stranici ili na drugi prikladan način.

2.3. Ukoliko Davatelj leasinga izmijeni Opće uvjete nakon sklapanja Ugovora o operativnom leasingu, takve izmjene Općih uvjeta primjenjivat će se na već sklopljene Ugovore o operativnom leasingu samo ukoliko Ugovorne strane pisanim putem na to izričito pristanu. Primatelja leasinga će se izvijestiti o svakoj izmjeni ovih Općih uvjeta putem internetske stranice Davatelja leasinga ili na drugi prikladan način i te će se izmjene primjenjivati na sve Ugovore o operativnom leasingu koji će se sklopiti nakon učinjene obavijesti o izmjenama Općih uvjeta.

2.4. Ugovorne strane mogu pisanim putem sklopiti posebne pogodbe koje se razlikuju od određenih odredbi ovih Općih uvjeta. Ne postoje posebni usmeni sporazumi. U slučaju neslaganja Općih uvjeta i posebnih pogodbi Ugovora o operativnom leasingu, primjenjivat će se posebne pogodbe.

2.5. Ispunjavanje bilo koje obveze u pogledu dodatnih radnji koje iz ovih Općih uvjeta proizlazi za Primatelja leasinga može se ugovoriti kao dodatna usluga koja upotpunjuje osnovni pravni posao operativnog leasinga i koju Davatelj leasinga ispunjava u ime i za račun Primatelja leasinga. Tako se ugovorene dodatne usluge ispunjavaju u ugovorenom opsegu i prema opisu obveza Primatelja leasinga kako proizlaze iz ovih Općih uvjeta. Ukoliko je ispunjavanje takve dodatne obveze ugovoreno, ono se odnosi samo na ispunjavanje financijskog dijela takve dodatne obveze, dok se Primatelj leasinga ne oslobađa poduzimanja radnji i ispunjavanja onih obveza iz pojedine vrste ugovorenih dodatnih usluga koje su vezane za njegovo korištenje i posjedovanje vozila kao ni rizika koji prate to korištenje i posjedovanje vozila.

2.6. Svaka odredba Ugovora o operativnom leasingu, ovih Općih uvjeta te ugovora o posebnim i/ili pratećim uslugama koji bi bili sklopljeni u okviru pravnog posla leasinga koja se ne može izvršiti ili je kao ništetna protivna mjerodavnom pravu će se umanjiti, ograničiti ili poništiti – kako to okolnosti konkretnog slučaja zahtijevaju – dok će se odnosne isprave i pojedine odredbe tumačiti kao cjelina u svrhu što je moguće bližu prvotnoj namjeri Ugovornih strana a namjeri takve odredbe dat će učinak u punom i maksimalnom opsegu dopuštenom prema

## 1. Introductory provisions

1.1. These General Terms for Contract on operative lease (hereinafter: General terms), Contract on operative leasing, as well as any other agreements on additional and/or special services and any further amendments of these legal acts represent an integral part of this contractual relationship between the Contracting Parties (hereinafter: Contract on operative leasing), i.e. companies ALD Automotive d.o.o. as the Lessor (hereinafter: the Lessor) and the Lessee (hereinafter: the Lessee (hereinafter collectively: the Parties).

1.2. The Lessee undertakes to put at the Lessor's disposal all the necessary documents for valid identification of his legal status and financial standing and guarantee their accuracy. For the duration of the Contract on operative leasing, the Lessee undertakes to inform the Lessor of any important changes of details in the documents regarding his legal status identity, as well as deliver all requested details regarding his financial standing.

1.3. The Lessee undertakes and agrees to immediately deliver the details on his legal – organizational status, property and ownership structure, guarantee relations, head office, residence, as well as any changes of these details. If he fails to comply, he explicitly authorizes the Lessor to obtain said details from the persons who have them and he also explicitly authorizes the persons in possession of such details to provide the Lessor with access to such details at his request. Based on the abovementioned, the Lessee explicitly waives his rights to confidentiality and protection of data regarding the Lessor and the insurance company and any third persons to which Lessor furnish such relevant data in fulfilment of his own or Lessee's legal obligation or Lessee's obligation deriving from these General terms. The Lessee gives his explicit consent to the Lessor to process the data collected referring to the Lessee, i.e. to collect such data, save them, organize, adapt, change, delete, publish them, etc. and to use the data for marketing purposes with limitation on commercial presentations with stating the Lessee on Lessor's reference list, and to save them on computers abroad. If the implementation of said request requires processing the details of third parties, such as the details regarding the vehicle user, the Lessee shall obtain their consent in line with the regulations on personal data protection. All notifications under this Lease Agreement shall be delivered to head office addresses i.e. to the residences of the Parties specified in this Lease Agreement.

## 2. General terms

2.1. These General terms apply to all quotes issued and contracts concluded after the 1<sup>st</sup> January 2023.

2.2. These General terms and their additional amendments shall be issued by the Lessor and published on its business premises, on its official website or in another appropriate way.

2.2. If the Lessor makes amendments to the General terms after conclusion of the Contract on operative leasing, such amendments of the General terms shall apply to existing contracts on operative leasing only if the Parties agree on it explicitly in writing. The Lessee shall be informed about any amendments to these General terms via the Lessor's website or in another appropriate way and these amendments shall be applicable to all contracts on operative leasing that are concluded after the notification about publication of the amendment of these General terms.

2.4. The Parties may enter into special written arrangements different from specific provisions of these General terms. There are no special oral agreements. In case of discrepancy between General terms and such special arrangements to Contract on operative leasing, the special arrangements shall apply.

2.5. Fulfilling any obligation in terms of additional actions arising from these General terms with regard to the Lessee may be agreed as an additional service which completes the basic legal arrangement of operative leasing and which the Lessor fulfils in his name and for the account of the Lessee. The so agreed additional services are fulfilled to the agreed extent and according to the description of the Lessee's obligations as arising from these General terms. If fulfilling such an additional obligation is agreed upon, it refers only to timely taking actions and meeting the financial part of the obligation, while the Lessee is not relieved of taking actions and meeting those obligations from a certain type of agreed additional services that relate to his use and possession of the vehicle nor the risks entailing such use and possession of the vehicle.

2.5. Any provision of the Contract on operative leasing, these General terms and the agreement on special and/or accompanying services that were concluded within the framework of this legal leasing business that cannot be executed or is contrary to the applicable law since being void, shall be decreased, limited or annulled – as the circumstances of a particular case dictate – while respective documents and individual provisions shall be construed as a whole with the purpose as close to the original intention of the Parties as possible and the intention of such

mjerodavnom pravu, cijeneći osobito odredbe mjerodavnog zakona koji uređuje poslove leasinga i obvezne odnose.

2.7. Ukoliko se ovi Opći uvjeti uz hrvatski jezik sačine i kao prijevod na bilo kojem stranom jeziku, hrvatski jezik je mjerodavan za rješavanje svih nesukladnosti u njihovom tumačenju.

### 3. Ugovor o operativnom leasingu

3.1. Sadržaj Ugovornog odnosa Ugovornih strana temelji se na Ugovoru o operativnom leasingu, ovim Općim uvjetima te svim ugovorima o posebnim i/ili pratećim uslugama koji bi bili sklopljeni u okviru pravnog posla leasinga, kao i naknadnim izmjenama i/ili dopunama tih pravnih akata koji zajedno čine jedinstveni sadržaj pravnog i poslovnog odnosa.

3.2. Pravni posao operativnog leasinga nastaje u trenutku kada se Davatelj leasinga i Primatelj leasinga u pisanoj ispravi ponude usuglase o svim bitnim elementima financiranja putem operativnog leasinga. Smatra se da su Davatelj leasinga i Primatelj leasinga postigli takvu suglasnost onaj dan kada Davatelj leasinga potpiše pisanu ispravu o toj suglasnosti. Nastankom pravnog posla operativnog leasinga zaključuju se pregovori i Primatelj leasinga preuzima punu odgovornost za povredu ispunjenja dogovorenih prava i obveza. Prihvatom ponude Primatelj leasinga prihvaća i ove Opće uvjete kao izraz poslovne prakse i poslovnih procesa Davatelja leasinga. O tako nastalom pravnom poslu operativnog leasinga sačinat će se pisana isprava u skladu s odredbama mjerodavnog zakona koji uređuje poslove leasinga, i to prije početka ostvarivanja ugovorenih prava i izvršavanja ugovorenih obveza. Izvršavanje obveza Primatelja leasinga na plaćanja po Ugovoru o operativnom leasingu započinje danom preuzimanja objekta leasinga.

3.3. Izmjene i dopune Ugovora o operativnom leasingu te svih ugovora o posebnim i/ili pratećim uslugama koji bi bili sklopljeni u okviru pravnog posla leasinga vrijede samo ako su sklopljene u pisanom obliku. Ne postoje posebni usmeni sporazumi.

### 4. Narudžba, predmet Ugovora o operativnom leasingu i početak operativnog leasinga

4.1. Predmet Ugovora o operativnom leasingu je korištenje objekta leasinga koji može biti novo ili rabljeno vozilo po samostalnom izboru Primatelja leasinga, nad kojim će Davatelj leasinga steći pravo vlasništva tj. kupiti ga i platiti dobavljaču, a Primatelj leasinga će steći pravo korištenja objekta leasinga tj. unajmiti vozilo od Davatelja leasinga (dalje u tekstu: objekt leasinga i/ili vozilo), uz obvezu plaćanja ugovorene naknade. Ugovorne strane mogu ugovoriti druge usluge koje su u neposrednoj ili posrednoj vezi s poslovima operativnog leasinga koje upotpunjuju osnovni posao operativnog leasinga, a koje će pružati ili Davatelj leasinga ili treća osoba koju on ovlasti za navedene dodatne usluge. Primatelj leasinga će platiti Davatelju leasinga naknadu u skladu s Ugovorom o operativnom leasingu.

4.2. Primatelj leasinga će koristiti vozilo za vrijeme trajanja Ugovora o operativnom leasingu te će plaćati Davatelju leasinga ugovorene iznose kao naknadu za to korištenje. Nakon prestanka Ugovora o operativnom leasingu, Primatelj leasinga će vratiti vozilo Davatelju leasinga u skladu s odredbama Ugovora o operativnom leasingu i ovih Općih uvjeta.

4.3. Primatelj leasinga će potvrditi i izabrati vozilo i uvjete isporuke dobavljača vozila. Primatelj leasinga će u potpunosti snositi sve rizike povezane s izborom vozila, svojstvima vozila, nedostacima vozila i uvjetima isporuke dobavljača te ne može u svezi s navedenim isticati bilo koje prigovore ili zahtjeve izravno Davatelju leasinga osim u slučajevima predviđenim Zakonom o leasingu. Primatelj leasinga će isticati sve prigovore ili zahtjeve koji se odnose na izbor vozila, svojstva vozila, nedostatke vozila i uvjete isporuke izravno dobavljaču, a za što ga Davatelj leasinga izričito ovlašćuje.

4.4. Operativni leasing započinje danom preuzimanja objekta leasinga od strane Primatelja leasinga potpisivanjem zapisnika o preuzimanju vozila.

### 5. Predaja vozila u leasing

5.1. Vozilo će biti predano Primatelju leasinga na lokaciji dobavljača, osim ukoliko se Ugovorne strane ne dogovore drukčije. Primatelj leasinga će biti ovlašten i obavezan prihvatiti vozilo na svoj trošak kod izabranog dobavljača unutar pet radnih dana od primitka obavijesti Davatelja leasinga da je vozilo spremno za isporuku. Vozilo će biti isporučeno Primatelju leasinga s kilometražom kako je ugovoreno u Ugovoru o operativnom leasingu u skladu s tvornički ugrađenim mjeračem kilometara.

provision shall be assigned an effect that is to full and maximum extent allowed by the applicable law, with special regard to the provisions of the applicable law stipulating leasing activities and civil obligations.

2.7. Should these General terms be compiled as a translation in any foreign language, the version in the Croatian language shall prevail when resolving any discrepancies in their interpretation.

### 3. Contract on operative leasing

3.1. The content of the contractual relationship between the Parties shall be based upon an Contract on operative leasing, these General terms and all agreements on special and/or accompanying services that would be concluded within the framework of the business arrangement of leasing, as well as upon subsequent amendments to these legal acts, which together make a unique content of the legal and business relationship.

3.2. The legal operative leasing arrangement constitutes at the moment in which the Lessor and the Lessee reach an agreement in written quotation document on all important elements of financing through operative leasing. It shall be considered that the Lessor and the Lessee reached such an agreement on the date when the Lessor signs a written quotation document on such agreement. With the creation of the legal arrangement of operative leasing negotiations are concluded and the Lessee takes full responsibility for any breaches of the agreed rights and liabilities. By accepting the quotation the Lessee also accepts these General terms as an expression of the Lessor's business practice and business procedures. A written document in accordance with the provisions of the applicable law stipulating leasing activities shall be made regarding the thus created legal arrangement of operative leasing before the beginning of the realization of the agreed rights and the execution of the agreed obligations. The execution of the Lessee's obligations on payments according to Contract on operative leasing shall start as of the date of taking over the leased object.

3.3. Amendments to the Contract on operative leasing and all agreements on special and/or accompanying services that were concluded within the legal arrangement of leasing shall apply only if concluded in writing. There are no special oral agreements.

### 4. The ordering, subject of the Contract on operative leasing and the start of operative leasing

4.1. The subject of the Contract on operative leasing is the use of a leased object, which can be a new or used vehicle at the sole discretion of the Lessee, over which the Lessor shall acquire the right of ownership, i.e. buy it and pay for it to the supplier and the Lessee shall acquire the right to use the leased object, i.e. lease the vehicle from the Lessor (hereinafter: the leased object and/or vehicle) with the obligation to pay an agreed fee. The Parties may agree on other services that are directly or indirectly related to the operative leasing arrangements, complementing the basic Contract on operative leasing, which shall be provided either by the Lessor or a third party authorized by it to execute said additional services. The Lessee shall pay to the Lessor a fee under the Contract on operative leasing.

4.2. The Lessee shall use the vehicle for the duration of the Contract on operative leasing and pay the Lessor the agreed amounts as a fee for such use. After the end of the Contract on operative leasing, the Lessee shall return the vehicle to the Lessor in compliance with the provisions of the Contract on operative leasing and these General terms.

4.3. The Lessee shall confirm and choose a vehicle and the conditions of delivery by the vehicle supplier. The Lessee shall entirely bear all risks related to the choice of the vehicle, its properties, faults and conditions of supplier's delivery and cannot state any objections or claims in this regard directly to the Lessor except in cases provided by the Leasing Act. The Lessee shall state his objections or claims regarding the choice of the vehicle, its properties, faults and conditions of delivery directly to the supplier, which he is explicitly authorized to do by the Lessor.

4.5. Operative lease shall commence on the date of takeover of the leased object by the Lessee by signing the minutes on the vehicle takeover.

### 5. Delivery of the leased vehicle

5.1. The vehicle shall be handed over to the Lessee at the supplier's location unless the Parties agree otherwise. The Lessee shall be authorized and obliged to accept the vehicle at his expense with the chosen supplier within five business days from receiving a notification from the Lessor that the vehicle is ready to be delivered. The vehicle shall be delivered to the Lessee with the mileage as agreed in the Contract on operative leasing in accordance with the factory preinstalled odometer.

5.2. Ukoliko nije drugačije ugovoreno, Primatelj leasinga snosi troškove registracije i bilo koje dodatne troškove isporuke na drugu lokaciju po željama Primatelja leasinga. Radi izbjegavanja svake sumnje, Davatelj leasinga neće biti obvezan naručiti vozilo od dobavljača tako dugo dok obje strane pisano ne potvrde prihvata Ugovora o operativnom leasingu.

5.3. Primatelj leasinga ima pravo otkazati narudžbu vozila nakon prihvaćene ponude Davatelja leasinga a prije isporuke vozila od dobavljača. U slučaju takvog otkaza, Primatelj leasinga se obvezuje Davatelju leasinga platiti naknadu za otkazivanje u visini od tri (3) mjesečna iznosa leasing naknade kako ona proizlazi iz ponude. U slučaju bilo koje tražbine dobavljača prema Davatelju leasinga, Primatelj leasinga se obvezuje Davatelju leasinga naknaditi svaku tako nastalu obvezu Davatelja leasinga.

5.4. Ukoliko Primatelj leasinga ne preuzme vozilo nakon njegove isporuke od dobavljača i to u roku od pet radnih dana od dana primitka obavijesti Davatelja leasinga da je vozilo spremno za preuzimanje, a da pri tom nije izjavio da isto ne prihvaća jer nije u skladu s ugovorom o leasingu, Davatelj leasinga će putem pisane obavijesti poslano preporučenom poštom odrediti Primatelju leasinga dodatni rok od 15 (petnaest) dana računajući od dana odašiljanja obavijesti za preuzimanje vozila. Ukoliko Primatelj leasinga ne preuzme vozilo i unutar tog naknadnog primjerenog roka, Davatelj leasinga ima pravo raskinuti Ugovor o operativnom leasingu sa pravnim posljedicama raskida Ugovora o operativnom leasingu iz ovih Općih uvjeta te pravom na nadoknadu veće štete.

5.5. Primatelj leasinga će pregledati vozilo odmah nakon preuzimanja. Davatelj leasinga ima pravo pregledati vozilo u dogovoru s Primateljem leasinga i provjeriti njegovo stanje kod zaprimanja i tijekom korištenja. Primatelj leasinga će preuzeti vozilo potpisivanjem odgovarajuće pisane isprave koja potvrđuje isporuku u potrebnom broju primjerka.

5.6. U slučaju bilo kakvog materijalnog ili pravnog nedostatka vozila, Primatelj leasinga je ovlašten i obvezan, u skladu s člankom 4.3 ovih Općih uvjeta, bez odgode izravno istaknuti prigovor ili zahtjev dobavljaču vozila i o tome pisanim putem obavijestiti Davatelja leasinga.

## 6. Odredbe i uvjeti korištenja vozila

6.1. Primatelj leasinga mora postupati s vozilom s povećanom pažnjom kao što postupi sa svojom stvari i poduzeti sve potrebne radnje da se u punom opsegu poštuju upute proizvođača i dobavljača za uporabu i održavanje.

6.2. Vozilom mogu upravljati samo osobe koje imaju važeću vozačku dozvolu koja ovlašćuje na upravljanje vozilom konkretne kategorije. Vozilom se u svakom trenutku ne smije prevoziti više osoba od broja upisanog u prometnu dozvolu.

6.3. Davatelj leasinga izričito pristaje da vozilo mogu koristiti radnici Primatelja leasinga i članovi njihovih obitelji na temelju pisanog odobrenja Primatelja leasinga. Svako korištenje od strane drugih osoba koje mogu imati ili nemaju odobrenje Primatelja leasinga ne oslobađa Primatelja leasinga odgovornosti za štetu prema Davatelju leasinga.

6.4. Korištenje vozila ograničeno je na područje Europe (članice EU-a, Republike Hrvatske i ostale Europske zemlje). Korištenje u bilo kojim drugim državama moguće je samo uz prethodno pisano odobrenje Davatelja leasinga. Korištenje vozila nije dopušteno u bilo kojim područjima koja se smatraju ratnim područjima ili opasnim područjima, kako su utvrđena od strane Davatelja leasinga ili osiguravajućeg društva koje osigurava vozilo.

6.5. Primatelj leasinga ne smije vozilo otuđiti, prodati, opteretiti, dati u zakup ili ga koristiti suprotno Ugovoru o operativnom leasingu (na primjer za podnajam, transport osoba, taxi usluge i sportske utrke). Bilo koje drugo korištenje, osim prethodno navedenog, zahtijeva prethodno pisano odobrenje Davatelja leasinga.

6.6. Korištenje vozila za prijevoz opasnih stvari dopušteno je samo ako su rizici koji mogu proizaći iz takvog načina korištenja vozila obuhvaćeni osigurateljnim pokrićem ugovorenog osiguranja vozila ili odgovornosti Primatelja leasinga kao njegovog imatelja, a u svakom slučaju uz pisani pristanak Davatelja leasinga.

6.7. Davatelj leasinga nije odgovoran za štetu uzrokovanu Primatelju leasinga ili bilo kojoj trećoj osobi zbog propuštanja Primatelja leasinga da poštuje prethodno navedena ograničenja i odredbe, ili njihovog nepoštivanja uzrokovanog od strane bilo kojih drugih korisnika vozila koje je Primatelj leasinga ovlastio ili im je omogućio korištenje.

6.8. Primatelj leasinga dužan je brinuti o vozilu i održavati ga u stanju kako je navedeno u tehničkoj dokumentaciji proizvođača i uputama dobavljača. Primatelj leasinga posebno je odgovoran za zamjenu ljetnih i zimskih pneumatika u skladu s propisima o sigurnosti cestovnog prometa.

5.2. If not agreed otherwise, The Lessee shall bear the expenses of registration and any additional costs of delivery to another location according to the Lessee's wishes. In order to avoid any doubts, the Lessor shall not have the obligation to order the vehicle from the supplier as long as both parties have not confirmed in writing the acceptance of the Contract on operative leasing.

5.3. The Lessee has the right to cancel the order of the vehicle after the acceptance of the Lessor's quotation and prior to delivery of the vehicle from the supplier. In case of such cancellation, the Lessee is obliged to pay to the Lessor a cancellation fee in the amount of three (3) monthly leasing fees as they derive from the quotation. In case of any claim from the supplier towards the Lessor, the Lessee is obliged to compensate the Lessor any such arisen obligation of the Lessor.

5.4. If the Lessee does not take over the vehicle after it has been delivered from the supplier and that within five business days from the date of receiving the notification from the Lessor that the vehicle is ready for takeover, while not stating that he is not accepting it due to the shortcomings in supplier's delivery, delayed delivery or if he ascertains that the object has a material fault or is not in compliance with the lease agreement, the Lessor shall define, by written notification sent via registered mail, an extended deadline of 15 (fifteen) days for the Lessee, starting from the date of sending the notification to takeover the vehicle. If the Lessee does not take over the vehicle within such reasonable additional term, the Lessor has the right to terminate the Contract on operative leasing with all legal consequences of termination due to a breach of contract from these General terms and with the right on compensation of any other higher damages.

5.5. The Lessee shall inspect the vehicle immediately upon takeover. The Lessor shall have the right to inspect the vehicle in agreement with the Lessee and check its condition at the takeover and during its use. The Lessee shall take over the vehicle by signing a corresponding written statement confirming the delivery in the adequate number of copies.

5.6. In case of any material or legal fault of the vehicle, the Lessee shall be authorized and obligated, in compliance with Article 4.3 of these General Business Terms and Conditions to directly state his objection or a claim to the vehicle supplier without delay and notify the Lessor in writing.

## 6. Provisions and conditions of vehicle usage

6.1. The Lessee shall handle the vehicle with additional care as with his own possessions, and take any actions necessary to comply with the manufacturer's and supplier's instructions regarding its use and maintenance.

6.2. The vehicle may only be driven by individuals with valid driver's licences, which authorizes them to drive the vehicle of the relevant category. The vehicle cannot at any time be transporting more individuals than the number entered in the vehicle registration certificate.

6.3. The Lessor explicitly agrees that the vehicle may be used by the Lessee's employees and members of their families based on a written consent from the Lessee. Any use by other persons that may have or have not the Lessee's approval does not exempt the Lessee from the responsibility for damages in relation to the Lessor.

6.4. The use of the vehicle is restricted to the territory of Europe (EU member states, the Republic of Croatia and other European countries). The use in any other countries shall be possible only with previously written consent from the Lessor. The use of the vehicle shall not be allowed on any territories considered to be war zones or dangerous areas, as defined by the Lessor or the insurance company insuring the vehicle.

6.5. The Lessee may not steal the vehicle, sell, encumber, rent or use it contrary to the Contract on operative leasing (e.g. in order to sub-rent it, to transport persons, for taxi services, sport car races). Any other use other than the previously stated requires a previous written approval from the Lessor.

6.6. The use of the vehicle for the transportation of hazardous substances is allowed only if the risks, which may arise from such use of the vehicle, are included in the insurance coverage of the agreed vehicle insurance or the responsibility of the Lessee as its holder, and in any case with the written consent of the Lessor.

6.7. The Lessor shall not be responsible for the damages caused to the Lessee or any third parties due to the failure of the Lessee to observe the abovementioned restrictions and provisions or their violation by any other users of the vehicle that the Lessee authorised or enabled for usage.

6.8. The Lessee shall take care of the vehicle and maintain it in the condition specified in the manufacturer's specifications and the supplier's instructions. The Lessee shall, in particular, be responsible for changing summer and winter tyres in compliance with the regulations on the security of road traffic.



6.9. Primatelj leasinga dužan je provjeravati razinu ulja u motoru i u automatskom mjenjaču, kad isti postoji u vozilu te redovno provjeravati nivo rashladne tekućine u hladnjaku i voditi brigu o ispravnom pritisku u pneumaticima.

6.10. Primatelj leasinga se obvezuje u zakonom propisanim rokovima obaviti redovni tehnički pregled vozila te pravodobno dostaviti sve potrebne podatke i isprave Davatelju leasinga o produženju registracije vozila. Primatelj leasinga odgovoran je Davatelju leasinga za svaki trošak, izrečene novčane kazne u prekršajnom postupku ili štetu koja je prouzročena propustom te obveze.

6.11. Primatelj leasinga se obvezuje izvršiti redovne ili potrebne servise vozila kod ovlaštenih servisera u servisnoj mreži definiranoj od strane Davatelja leasinga dostupnoj putem Internet stranice, mobilne aplikacije i pozivnog centra Davatelja leasinga, te se obvezuje bez odgode obavijestiti Davatelja leasinga o svim izvršenim servisima i tehničkim pregledima i o istima dostaviti vjerodostojne dokaze u roku od 15 dana od obavljanja servisa ili tehničkog pregleda vozila. Primatelj leasinga dužan je dati servisnu knjižicu ovlaštenim serviserima na ovjeru. U slučaju neispunjavanja ove obveze, Davatelj leasinga može raskinuti Ugovor o operativnom leasingu i zahtijevati naknadu štete od Primatelja leasinga.

6.12. Primatelj leasinga odgovoran je za štetu uzrokovanu Davatelju leasinga i bilo kojim trećim osobama zbog njegovog neizvršavanja potrebnog održavanja.

6.13. S vozilom se mora pažljivo postupati u skladu s ugovorenim svrhom korištenja, i vozilo se mora uvijek održavati u operativnom stanju i zadovoljavati uvjete sigurnosti prometa. Svi popravci koji su potrebni trebaju se izvršiti bez odgode. Manji popravci i kupnja manjih rezervnih dijelova u razdoblju između propisanih servisnih intervala proizvođača, kao što su primjera radi metlice brisača, mogu se obaviti, ali se dijelovi moraju naručiti u servisu ovlaštenom od strane Davatelja leasinga.

6.14. Primatelj leasinga može izvršiti bilo koje hitne popravke kvarova ili promjene dijelova, kao i manje popravke uzrokovane redovnim korištenjem vozila, samo u ovlaštenim servisima odobrenim od strane Davatelja leasinga i uz korištenje originalnih rezervnih dijelova. Primatelj leasinga će bez odgode, a najkasnije u roku od 15 dana obavijestiti Davatelja leasinga o bilo kojim popravcima i promjenama dijelova, a u suprotnom će biti odgovoran Davatelju leasinga za svu nastalu štetu.

6.15. Ukoliko se nakon povrata vozila utvrdi da je bilo koji dio vozila ili njegove opreme promijenjen ili izgubljen, Primatelj leasinga je suglasan nadoknaditi štetu Davatelju leasinga u iznosu tržišne vrijednosti promijenjenog ili izgubljenog dijela vozila ili njegove opreme prema cijenama na datum povrata vozila, uvećano za troškove rada i materijala na zamjeni odnosno dijela.

6.16. Primatelj leasinga može izvršiti promjene na vozilu samo uz prethodno pisano ovlaštenje Davatelja leasinga. Primatelj leasinga mora prije povrata vozila, na svoj trošak, ukloniti promjene ukoliko to zahtjeva Davatelj leasinga, na način da se ne utječe na funkcionalnost ili izgled vozila, i da se vrijednost vozila ne umanjuje. U suprotnom se primjenjuje odredba 6.15. ovih Općih uvjeta.

6.17. Primatelj leasinga mora o svakoj nezgodi obavijestiti najbližu policijsku stanicu bez odgode i Davatelja leasinga najkasnije 24 sata nakon nezgode. Primatelj leasinga će ispuniti svaki propisani obrazac o nezgodi – izvještaj o prometnoj nezgodi priložen ispravama vozila, sa svim podacima o nezgodi, i dostaviti ga Davatelju leasinga unutar prethodno navedenog roka najkasnije unutar 24 sata nakon nezgode. Davatelj leasinga će prijaviti nezgodu osiguravajućem društvu. Primatelj leasinga suglasan je popraviti vozilo u ovlaštenom servisnom centru proizvođača po odabiru Davatelja leasinga. U slučaju da Primatelj leasinga samostalno odluči o odabiru ovlaštenog servisnog centra proizvođača za popravak po šteti, Davatelj leasinga ima pravo obračunati naknadu po štetnom događaju u visini 10% vrijednosti popravaka.

6.18. Primatelj leasinga se obvezuje surađivati s Davateljem leasinga i osiguravajućim društvom u istrazi i postupku koji se odnosi na nezgodu. Ukoliko ne ispuni ovu obvezu, snosit će sve troškove koji nastaju iz nezgode.

## 7. Uvjeti korištenja vozila temeljeni na pravnim propisima

7.1. Primatelj leasinga će ispunjavati sve propisane obveze u pogledu korištenja i posjedovanja vozila. Ukoliko određena obveza po pozitivnim propisu kao obveznika utvrđuje vlasnika i/ili posjednika, smatra se da je po ovom Ugovoru o operativnom leasingu za svrhe tih propisa obveznik Primatelj leasinga kao posjednik. Dužno ispunjavanje obveza u pogledu korištenja i posjedovanja vozila osobito se odnosi na poduzimanje potrebnih radnji obavljanja, primjera radi, redovnih tehničkih pregleda, ishođenja atesta protupožarnih aparata i svih drugih obveza koje proizlaze iz pozitivnih propisa, a odnose se na prometno tehničku ispravnost vozila, ili će u protivnom nadoknadi štetu Davatelju leasinga. Ukoliko Davatelj leasinga dogovori preglede koji su obveza Primatelja

6.9. The Lessee shall check the oil level in the engine and the automatic gearbox, when applicable, and regularly check the level of the coolant in the radiator and take appropriate care of the right pressure in the tyres.

6.10. The Lessee undertakes to perform a regular motor vehicle examination in the legally provided term and to deliver to the Lessor all the necessary details and documents regarding the extension of vehicle registration. The Lessee shall be responsible before the Lessor for any expenses, penalties issued in an offence procedure or damage cause by failing this obligation.

6.11. The Lessee undertakes to perform regular or necessary vehicle servicing with authorized repair shops within the service network defined by the Lessor and available through internet page, mobile application and Lessor's call-centre, and he undertakes to notify the Lessor of all performed servicing jobs and technical examinations without delay and to deliver valid proof regarding the same within 15 days from performing the servicing job or motor vehicle examination. The Lessee shall give his service book to authorized repair shops for signing. In case of non-compliance with this obligation, the Lessor may terminate the Contract on operative leasing and claim damages from the Lessee.

6.12. The Lessee shall be responsible for the damage caused to the Lessor and any third parties due to his failure to perform the necessary maintenance.

6.13. The vehicle must be treated carefully in compliance with the agreed purpose of the use and the vehicle must always be kept in a functional condition and comply with the conditions of traffic safety. All necessary repairs shall be performed without delay. Small repairs and purchase of small spare parts in the period between the manufacturer recommended servicing intervals, such as wiper brushes, may be performed but the parts must be ordered from a Lessor-authorized repair shop.

6.14. The Lessee may perform any urgent repairs of malfunctions or change parts, as well as make small repairs required by the regular use of the vehicle, only in authorized service shops approved by the Lessor by the car manufacturer and using original spare parts. The Lessee shall, without delay, within 15 days at the latest, inform the Lessor of any repairs and change of parts or otherwise he shall be responsible before the Lessor for any damage that occurs.

6.15. If, after returning the vehicle, it is established that any part of the vehicle or its equipment was changed or lost, the Lessee agrees to compensate the Lessor for the damage in the amount of the market value of the changed or lost vehicle part or its equipment based on the prices on the date of the vehicle's return, increased for the price of labour and materials used in changing said part.

6.16. The Lessee may make changes on the vehicle only with a previous written consent from the Lessor. The Lessee shall, before returning the vehicle, at his own cost, remove any alterations if this was requested by the Lessor, without affecting the functionality or appearance of the vehicle and without devaluing it. Otherwise, provision 6.15 of the General Business Terms and Conditions shall apply.

6.17. The Lessee must inform the closest police station about any accidents without delay, and the Lessor 24 hours after the accident at the latest. The Lessee shall complete any prescribed form regarding the accident – a report on the accident attached to the vehicle's documents, with all details about the accident and deliver it to the Lessor within a previously set deadline, within 24 hours after the accident at the latest. The Lessor shall report the accident to the insurance company. The Lessee agrees to repair the vehicle at the authorised manufacturer's service centre as selected by the Lessor. Should the Lessee himself make the decision regarding the choice of the authorised manufacturer's service centre for the repair of the damage, the Lessor has the right to charge the Lessee per harmful event in the amount of ten (10) per cent (%) of the repair value.

6.18. The Lessee undertakes to cooperate with the Lessor and the insurance company in the investigation and proceedings regarding the accident. If he fails to comply with this obligation, he will bear all costs resulting from the accident.

## 7. Conditions of vehicle use based on legal regulations

7.1. The Lessee shall comply with all prescribed obligations regarding the use and possession of the vehicle. If the penalty stipulated by a positive regulation identifies the owner and/or holder as the payer, it shall be deemed under the Contract on operative leasing that the Lessee is the payer as the holder for the purpose of such regulations. Due fulfilment of obligations regarding the use and possession of the vehicle refers especially to taking the necessary actions of performing, for instance, regular technical examinations, obtaining an attest for fire-extinguishers and all other obligations arising from positive regulations and referring to technical good working order of the vehicle in traffic or otherwise he will compensate the Lessor for the damages. If the Lessor

leasinga, Davatelj leasinga može za navedenu uslugu ugovaranja takvog pregleda zaračunati Primatelju leasinga naknadu kako je definirano u Pravilniku o naknadama Davatelja leasinga.

7.2. Primatelj leasinga će koristiti vozilo u skladu s propisima o cestovnom prometu i drugim propisima. Obveza na korištenje vozila u skladu s pozitivnim propisima odnosi se i na propise koji posebno uređuju pojedine sastavne dijelove vozila. Primatelj leasinga nije dopušteno promijeniti ili izmijeniti vozilo ili bilo koji njegov dio na bilo koji način. Primatelj leasinga odgovoran je za sve isprave koje se odnose na vozilo te će iste dostaviti policiji, poreznim ili drugim tijelima javne vlasti radi pregleda. U slučaju njihovog gubitka, Primatelj leasinga će snositi sve troškove pribavljanja ili izdavanja njihovih duplikata.

7.3. Primatelj leasinga se obvezuje naknaditi u punom opsegu, zajedno i s većom štetom koja uslijed toga nastane, svaki trošak, prouzročenu štetu ili izrečenu novčanu kaznu u bilo kojem prekršajnom, upravnom, građanskom ili bilo kojem drugom postupku koji su posljedica postupanja Primatelja leasinga na način protivan pozitivnim propisima, a koji su pripisani kao odgovornost Davatelju leasinga kao registriranom vlasniku vozila.

## 8. Obveze i jamstva

8.1. Davatelj leasinga je isključivi vlasnik vozila, što Primatelj leasinga izričito priznaje. Primatelj leasinga je samo korisnik i kao takav nesamostalni posjednik vozila. Primatelj leasinga je obavezan vozilo držati i u poslovnim knjigama i svim ispravama prikazivati odvojeno od svoje imovine. U slučaju neposrednog preuzimanja vozila kod dobavljača, Ugovorne strane su suglasne da Primatelj leasinga primanjem vozila u posjed vozila samo pribavlja vlasništvo za Davatelja leasinga i da isto ostaje isključivo pravo Davatelja leasinga. Primatelj leasinga se izričito odriče bilo kojeg prava zadržanja na vozilu, neovisno o bilo kojoj pravnoj osnovi.

8.2. Primatelj leasinga će na svoj trošak upotrijebiti sve raspoložive i prikladne mjere te sva pravna sredstva kako bi osigurao neometano pravo vlasništva Davatelja leasinga u slučaju pokušaja ili radnji bilo koje treće osobe da posjeduje ili ima u vlasništvu vozilo, uključujući pokušaje radnji od strane nacionalnih vlasti temeljenih na rješenju o ovrsi, zapljeni, pljenidbi radi osiguranja, bez čekanja da Davatelj leasinga poduzme mjere te će bez odgode obavijestiti Davatelja leasinga o svakoj tako poduzetoj radnji.

8.3. U slučaju krađe ili nezakonitog i/ili neovlaštenog raspolaganja vozilom od strane bilo koje treće osobe, Primatelj leasinga će to bez odgode prijaviti policiji, Davatelju leasinga i osiguravajućem društvu kod kojeg je vozilo osigurano. U slučaju pokušaja radnje ili izvršene radnje od bilo koje treće osobe koja posjeduje ili ima pravo na vozilo, čak i ako su to nacionalne vlasti (npr. u slučaju pokušaja zapljene ili ovrhe), Primatelj leasinga će izričito pisanim putem obavijestiti te osobe da je vlasnik vozila Davatelj leasinga i da je Primatelj leasinga samo korisnik i nesamostalni posjednik vozila.

8.4. Vozilo mora u svakom trenutku imati sve potrebne važeće isprave, uključivo i isprave za prelazak državne granice te je Primatelj leasinga u potpunosti odgovoran za njihovo držanje i raspoloživost u vozilu.

8.5. Vozilo se registrira na ime Davatelja leasinga. Ukoliko nije drugačije ugovoreno, troškove registracije vozila snosi Primatelj leasinga. Prometna dozvola vozila (s podacima o šasiji vozila, registracijskoj oznaci vozila, njegovom obujmu, broju motora i/ili bilo kojim promjenama) zajedno s drugom dokumentacijom mora se u svako doba nalaziti kod vozača koji je ovlašten od strane Primatelja leasinga na upravljanje vozilom.

8.6. Davatelj leasinga nije odgovoran za stvari Primatelja leasinga ili osobne stvari druge osobe, ostavljene ili vožene u ili na vozilu. Sklapanjem Ugovora o operativnom leasingu, Primatelj leasinga se izričito odriče bilo kojeg zahtjeva koji proizlazi iz gubitka ili štete na navedenim stvarima.

8.7. Primatelj leasinga će u svako doba omogućiti Davatelju leasinga pregled vozila. Ukoliko bi Davatelj leasinga tijekom pregleda utvrdio da je Primatelj leasinga povrijedio odredbe Ugovora o operativnom leasingu, Primatelj leasinga izričito pristaje da Davatelj leasinga može oduzeti vozilo. U tom slučaju, Primatelj leasinga se izričito odriče prava na posjedovnu zaštitu, a Davatelj leasinga može prijevremeno otkazati Ugovor o leasingu uz obračun u skladu sa člankom 23. ovih Općih uvjeta.

8.8. Primatelj leasinga snosi svu građansko-pravnu, kazneno-pravnu ili prekršajno-pravnu odgovornost koja proizlazi iz posjedovanja vozila te je odgovoran za naknadu svake štete počinjene vozilom, uključujući i naknadu štete koja nije pokrivena osiguranjem vozila i osoba.

8.9. Za sve štete nastale zbog ili iz neovlaštenog korištenja vozila zajedno s neovlaštenim korisnikom odgovara Primatelj vozila ako je svojom krivnjom, ili krivnjom osoba koje su se trebale brinuti o vozilu, omogućio neovlašteno korištenje vozila.

8.10. U slučaju zahtjeva trećih osoba prema Primatelju leasinga u vezi posjedovanja, korištenja ili stanja vozila, Primatelj leasinga se o istima

arranges inspections that are the Lessee's obligation, the Lessor may charge the Lessee for said service of arranging such an inspection a fee as stipulated in the Lessor's Regulation on Fees.

7.2. The Lessee shall use the vehicle in accordance with the regulations on road traffic and other regulations. The obligation to use the vehicle in accordance with the applicable regulations also refers to regulations specifically regulating individual integral parts of the vehicle. The Lessee is not allowed to change or alter the vehicle or any of its parts in any way. The Lessee shall be responsible for all documents concerning the vehicle and shall deliver them to the police, tax and other state authorities for inspection. In case of losing them, the Lessee shall bear the expenses of obtaining or issuing their copies.

7.3. Every expense, damage caused or penalty issued in any misdemeanour, administrative, civil or any other proceeding, which results from the Lessee's actions in a way contrary to positive regulations, and which is ascribed to the responsibility of the Lessor as the registered owner of the vehicle, the Lessee undertakes to refund to full extent, together with the greater damage caused by this.

## 8. Obligations and guarantees

8.1. The Lessor is the exclusive owner of the vehicle, which is explicitly acknowledged by the Lessee. The Lessee is only the user and as such, a dependent holder of the vehicle. The Lessee shall keep the vehicle in his business records, and represent it in all documents separately from his property. Should the vehicle be taken over directly from the supplier, the Parties agree that, by receiving the possession of the vehicle, the Lessee only obtains the ownership for the Lessor and that this remains the sole right of the Lessor. The Lessee explicitly renounces any retention right on the vehicle, notwithstanding from what legal basis.

8.2. The Lessee shall use any available and appropriate measures at his expense as well as all legal means in order to secure uninterrupted ownership right of the Lessor in case of attempts or actions by any third parties to possess or own the vehicle, including attempted actions of national authorities based on a decision on foreclosure, seizure for insurance purposes, without waiting for the Lessor to take measures and shall notify the Lessor of any actions so taken.

8.3. In case of theft and/or illegal use of the vehicle by any third party, the Lessee shall inform the police, the Lessor and insurance company in which the vehicle is insured without delay. In case of attempted action or executed action by any third party in possession of or having the right to the vehicle, even if these are national authorities (e.g. in case of an attempt to seize or foreclose), the Lessee shall notify, explicitly in writing, these parties that the owner of the vehicle is the Lessor and that the Lessee is only the user and dependant holder of the vehicle.

8.4. The vehicle must at all times have all the necessary documents, including the documents for crossing the state border, and the Lessee shall be fully responsible for their keeping and availability in the vehicle.

8.5. The vehicle is registered in the Lessor's name. If not agreed upon otherwise, the costs of vehicle registration are borne by the Lessee. Vehicle registration certificate (with the details on the vehicle chassis, licence plate number, its volume, engine number and/or any modifications) along with other documents must be with the driver authorized by the Lessee to drive the vehicle at all times. The certificate of title to a motor vehicle shall remain with the Lessor at all times.

8.6. The Lessor shall not be responsible for the Lessee's belongings or personal belongings of another person, left or driven in or on the vehicle. By concluding a Contract on operative leasing, the Lessee expressly waives any claims arising from the loss of or damage to said belongings.

8.7. The Lessee shall enable the Lessor to inspect the vehicle at any time. If the Lessor finds during this inspection that the Lessee violated the provisions of the Contract on operative leasing, the Lessee expressly agrees that the Lessor take the vehicle from him. In that case, the Lessee expressly waives the right to the protection of his possession, while the Lessor can prematurely terminate the Contract on operative leasing with the subsequent calculation pursuant to Article 23 of these General terms.

8.8. The Lessee shall bear civil law, criminal law and misdemeanour law responsibility arising from the possession of the vehicle and shall be responsible for the compensation of any damage caused by the vehicle, including the compensation not covered by the motor and personal insurance.

8.9. For any damage caused due to or by unauthorized use of the vehicle, the Lessee shall be responsible together with the unauthorized user if he enabled the unauthorized use of the vehicle due to his own fault or the fault of persons that should have taken care of the vehicle.

8.10. In case of a request from third parties towards the Lessee regarding the possession, use or condition of the vehicle, the Lessee

obvezuje izvijestiti Davatelja leasinga bez odgode. U slučaju zahtjeva trećih osoba prema Davatelju leasinga u vezi posjedovanja, korištenja ili stanja vozila, Primatelj leasinga se obvezuje identificirati sebe kao pasivno legitimiranu osobu u postupku po istim zahtjevima trećih osoba, neovisno radi li se o sudskom ili izvansudskom postupku te neovisno o pravnoj osnovi istih zahtjeva. U tom slučaju Primatelj leasinga će poduzeti angažirano postupanje po zahtjevima trećih osoba, neovisno o pravu Davatelja leasinga biti uključenim u isti postupak.

8.11. U slučaju kada Davatelj leasinga nadoknadi štetu nastalu u vezi posjedovanja, korištenja ili stanja vozila trećim osobama odnosno kada zbog istog razloga plati bilo koji iznos, Primatelj leasinga priznaje Davatelju leasinga njegovo regresno pravo te se obvezuje naknaditi svaki tako isplaćeni iznos, zajedno s pripadajućim kamatama i troškovima.

8.12. Primatelj leasinga odgovara za štete zbog korištenja vozila protivno uputama proizvođača, dobavljača ili Davatelja leasinga, pretjeranog opterećenja, smrzavanja tekućine za hlađenje motora, nedostatka vode u hladnjaku, nedovoljnog podmazivanja, gubitka ulja ili rashladne tekućine iz hladnjaka tijekom nastavka vožnje nakon oštećenja vozila, neovlaštenog ispitivanja vozila i motora, tehničke neispravnosti vozila, opterećenja preko dopuštene nosivosti, istrošenosti guma preko propisane granice, oštećenja kotača i ovjesa nakon vožnje s praznom gumom, neodržavanja vozila i nepridržavanja provedbi odredaba o zaštitnim mjerama.

## 9. Osiguranje

9.1. Ukoliko nije drugačije ugovoreno, Primatelj leasinga je obvezan tijekom cijelog trajanja Ugovora o operativnom leasingu na svoj trošak te u ime i za račun Davatelja leasinga kao osiguranika zaključiti za vozilo propisano obvezno osiguranje od automobilske odgovornosti s dopunskim osiguranjem vozača i putnika od posljedica nesretnog slučaja te je obvezan tijekom cijelog trajanja Ugovora o operativnom leasingu uredno plaćati premije osiguranja. Rizik koji nije pokriven tako ugovorenim osiguranjem od odgovornosti snosit će isključivo Primatelj leasinga, sukladno odredbama ovih Općih uvjeta o naknadi štete.

9.2. Ukoliko nije drugačije ugovoreno, Primatelj leasinga je dodatno obvezan tijekom cijelog trajanja Ugovora o operativnom leasingu na svoj trošak te u ime i za račun Davatelja leasinga kao osiguranika zaključiti puno kasko osiguranje vozila koje pokriva rizik povrede, uništenja, oštećenja i gubitka vozila zbog prometne nezgode, namjerne radnje treće osobe i krađe te je obvezan tijekom cijelog trajanja Ugovora o operativnom leasingu uredno plaćati premije osiguranja.

9.3. Primatelj leasinga je suglasan s neobvezujućom preporukom Davatelja leasinga na ispunjavanje obveze osiguranja vozila obveznim osiguranjem od automobilske odgovornosti s dopunskim osiguranjem vozača i putnika od posljedica nesretnog slučaja te na osiguranje vozila punim kasko osiguranjem prvorazrednog društva za osiguranje.

9.4. Primatelj leasinga je obvezan dostaviti Davatelju leasinga izvorne isprave svih policia o osiguranju zajedno s uvjetima osiguranja unutar 3 dana od njihovog zaključenja, a u svakom slučaju prije preuzimanja vozila.

9.5. Ukoliko Primatelj leasinga ne ispuni svoje obveze u pogledu osiguranja, Davatelj leasinga ima pravo sklopiti zahtijevane ugovore o osiguranju u svoje ime i za svoj račun, a na trošak Primatelja leasinga. U slučaju propusta na ispunjenje obveza u pogledu osiguranja Primatelj leasinga će biti odgovoran Davatelju leasinga i svakoj trećoj osobi za svaku izravnu ili neizravnu štetu koja nastane na ili od tako neosiguranog vozila.

9.6. Primatelj leasinga se obvezuje obavijestiti Davatelja leasinga o bilo kojim promjenama ugovorenih osiguranja te u roku od 3 dana od nastupa promjene dostaviti izvorne isprave koje se odnose na takve promjene.

9.7. Primatelj leasinga je obvezan nadoknadi štetu koju ne pokriva ugovoreno osiguranje, a prouzročena je krivnjom Primatelja leasinga. Primatelj leasinga iz uporabe vozila kojega on koristi iz čije je uporabe i došlo do štete na drugom vozilu i drugoj pripadajućoj imovinskoj šteti obvezuje se Davatelju leasinga naknaditi svaku tako nastalu štetu. U slučaju ozljeđivanja osoba, svaki tako prouzročeni iznos naknade neimovinske i pripadajuće imovinske štete, Primatelj leasinga se obvezuje naknaditi izravno oštećeniku ili regresirati svaki iznos isplaćen oštećeniku izravno od strane Davatelja leasinga.

9.8. Primatelj leasinga obvezuje se platiti Davatelju leasinga svaki iznos sudjelovanja u šteti (franšize). Primatelj leasinga obvezuje se platiti jednogodišnju premiju osiguranja u trenutku štetnog događaja kad ugovor o operativnom leasingu prestaje prije jednogodišnjeg osiguranja.

undertakes to inform the Lessor about the same without delay. In case of claims by third parties towards the Lessor regarding the possession, use or condition of the vehicle, the Lessee undertakes to identify himself as a passively identified person in the proceeding ensuing from these claims by third parties, notwithstanding whether it is a judicial or nonjudicial proceedings and notwithstanding the legal basis for these claims. In that case the Lessee shall take the engaged proceeding ensuing from the claims by third parties, notwithstanding the Lessor's right be included in the same proceeding.

8.11. If the Lessor compensates the damage caused in relation to the possession, use or the condition of the vehicle to third parties, i.e. when he pays any amount for the same reason, the Lessee acknowledges the Lessor his regress right and undertakes to refund him for the amount so paid, together with the accompanying interests and expenses.

8.12. The Lessee shall be held responsible for the damages caused by the use of the vehicle contrary to the instructions of the manufacturer, supplier or Lessor, the overloading, the freezing of the engine coolant, the lack of coolant in the radiator, insufficient greasing, loss of oil or coolant from the radiator during resumed drive after damaging the vehicle, unauthorized testing of the vehicle and its motor, technical malfunction of the vehicle, overloading it over its allowed bearing capacity, the excessive use of tyres, damage to wheels and suspension after driving on a flat tyre, non-maintenance of the vehicle and non-compliance with the implementation of provisions on protective measures.

## 9. Insurance

9.1. If it has not been agreed otherwise, the Lessee is obliged to conclude at his expense the prescribed compulsory motor third party liability insurance for the vehicle as well as the supplementary driver and passenger accident insurance during the entire term of the Contract on operative leasing, and in the name and for the account of the Lessor as the insured party. The Lessee is obliged to effect regular payments of his insurance premium during the entire term of the Contract on operative leasing. The risk which is not covered by the motor third party liability insurance agreed in the above manner shall be borne by the Lessee exclusively, according to the provisions of these General terms.

9.2. If not otherwise agreed, during the entire term of the Contract on operative leasing the Lessee is additionally obliged at his expense and in the name and for the account of the Lessor as the insured party to conclude the comprehensive vehicle insurance covering the risk of vehicle injury, destruction, damage and loss due to a traffic accident, third person's intentional action and theft and he is further obliged to duly effect payments of his insurance premium during the entire term of the Contract on operative leasing.

9.3. The Lessee agrees to the non-binding recommendation by the Lessor to select a first-rate insurance company when fulfilling his obligation for concluding compulsory motor third party liability insurance along with the supplementary driver and passenger accident insurance as well as his obligation to conclude comprehensive vehicle insurance.

9.4. The Lessee undertakes to deliver to the Lessor the originals of all insurance policies along with the insurance terms and conditions within 3 days from the conclusion thereof, at any rate before taking over the vehicle.

9.5. Should the Lessee fail to meet his obligation with respect to the insurance, the Lessor has the right to conclude the requested insurance contracts in his name and for his accounts, however, to the Lessee's expense. In case of failure to meet his obligations regarding the insurance, the Lessee shall be answerable to the Lessor and to any third party for any direct or indirect damage incurred on or by such an uninsured vehicle.

9.6. The Lessee undertakes to notify the Lessor of any changes to the contracted insurances and to delivery original documents pertaining to such changes within 3 days from the effected change.

9.7. The Lessee is obliged to compensate any damage not covered by the contracted insurance, for which Lessee is responsible. Based on the vehicle the Lessee is using and through which usage the damage was caused to the other vehicle as well as based on other related material damage, the Lessee undertakes to compensate the Lessor for any damage thus incurred. In case of any injuries inflicted on persons, the Lessee undertakes to compensate the injured party directly for any thus caused amount of indemnity either related to non-property or to related property, or to compensate any amount paid to the injured party by the Lessor directly.

9.8. The Lessee undertakes to pay to the Lessee any amount of participation in the damage (franchise). The Lessee undertakes to pay a one-year insurance premium at the moment of the occurrence of a harmful event in cases when the Contract on operative leasing expires before the one-year insurance.



9.9. U slučaju gubitaka po osnovi osiguranja, dodatno proizašle troškove po osnovi osiguranja (malus) snosit će Primatelj leasinga, kroz povećanje mjesečne leasing najamnine/obroka.

9.10. Ukoliko nije drugačije ugovoreno Primatelj leasinga mora izvršiti potrebne popravke bez odgode, osim u slučaju da se, zbog težine ili opsega štete, pretpostavlja totalna šteta temeljem procjene osiguravajućeg društva. Popravci se moraju obaviti isključivo kod ovlaštenog servisa odobrenog od strane Davatelja leasinga.

9.11. Davatelj leasinga mora u svakom slučaju biti obaviješten o bilo kojim naknadama plaćenim iz osiguranja na ime smanjenja vrijednosti vozila. Primatelj leasinga će na Davatelja leasinga prenijeti sve njegove buduće zahtjeve koji se navode u ugovoru o osiguranju u odnosu na plaćanje naknade u pogledu smanjenja vrijednosti vozila.

9.12. Ukoliko je Primatelj leasinga odgovoran za nezgodu i vozilo je oštećeno, Davatelj leasinga ima pravo zahtijevati od Primatelja leasinga nadoknadu štete ukoliko ista nije pokrivena od strane osiguravajućeg društva. Ovaj zahtjev za naknadu štete dopijeva prestankom Ugovora o operativnom leasingu.

9.13. U slučaju totalne štete ili krađe vozila, Ugovor o operativnom leasingu će se raskinuti s posljednjim danom mjeseca u kojem je nastala totalna šteta ili krađa, uz naknadnu obavijest Primatelju leasinga o nastalom raskidu.

9.14. Ukoliko troškovi popravaka štete budu veći od 80 (osamdeset) % vrijednosti vozila na dan nastanka štetnog događaja, Davatelj leasinga može raskinuti Ugovor o operativnom leasingu na kraju ugovornog mjeseca, posebice unutar 3 (tri) tjedna nakon što je utvrđen prethodno navedeni iznos troškova popravka. Ukoliko Davatelj leasinga ne iskoristi ovo pravo, Primatelj leasinga mora bez odgode, u svoje ime i za svoj račun, popraviti vozilo u ovlaštenom servisu odobrenom od strane Davatelja leasinga, sukladno odredbama ovih Općih uvjeta o popravcima vozila.

9.15. U slučaju prijevremenog prestanka Ugovora o operativnom leasingu povodom totalne štete ili krađe, Davatelj leasinga može zahtijevati ispunjenje obveze plaćanja svakog dužnog i dospjelog iznosa koji proizlazi iz Ugovora o operativnom leasingu te na naplatu dopijevaju svi iznosi koje je Davatelj leasinga platio unaprijed za dio ili cijelo razdoblje Ugovora o operativnom leasingu (primjera radi iznosi na ime premije osiguranja, iznosi za pneumatike, iznosi za održavanje, iznosi za poreze i slično).

9.16. Krađa ili totalna šteta na vozilu predstavlja oslobođenje od obveze bilo kojih daljnjih plaćanja mjesečnih obroka/najamnina samo ukoliko je ugovor valjano raskinut i nije više na snazi. Ova odredba o oslobođenju plaćanja ne odnosi se na iznose dospjele prije krađe vozila ili nastupa totalne štete.

9.17. Svaki propust Primatelja leasinga na ispunjavanje bilo koje Ugovorom o operativnom leasingu preuzete ili ovim Općim uvjetima definirane obveze u smislu osiguranja vozila, kao što su primjera radi i bez ograničavanja na propust zaključenja dužnog osiguranja, nevaljanost zaključenog osiguranja, manji opseg ugovorenih rizika, stvara obvezu plaćanja bilo kojeg iznosa ili bilo koje štete koja je prouzročena takvim propustom Primatelja leasinga.

## 10. Trajanje operativnog leasinga i kilometraža

10.1. Ugovor o operativnom leasingu sklapa se na određeno vrijeme i prestaje istekom roka na koji je sklopljen.

10.2. Ugovor o operativnom leasingu automatski prestaje istekom ugovorenog roka.

10.3. U slučaju započinjanja postupka likvidacije ili stečaja nad Primateljem leasinga, Primatelj leasinga će bez odgode, a najkasnije u roku od 3 (tri) dana nakon podnošenja prijedloga za pokretanje postupka likvidacije ili stečaja protiv Primatelja leasinga, pisanim putem obavijestiti Davatelja leasinga o odnosnim okolnostima i bez odgode vratiti vozilo, bez posebnog zahtjeva Davatelja leasinga. U postupcima stečaja i likvidacije Davatelj leasinga ima pravo ostvariti izlučni zahtjev u odnosu na vozilo bez prigovora Primatelja leasinga.

10.4. Davatelj leasinga može otkazati Ugovor o operativnom leasingu zbog mjera poduzetih od strane tijela vlasti koje onemogućuju ili bitno otežavaju ispunjavanje ugovornih obveza Primatelja leasinga (raskid zbog bitno promijenjenih okolnosti), s kojim je Primatelj leasinga suglasan, te također zbog izvanrednih događaja kao što su politički nemiri, dugotrajni štrajkovi, prirodne nepogode ili ratni uvjeti i bilo koji slični događaji.

10.5. Bilo koja šteta na mjeracu kilometara mora se pisanim putem prijaviti Davatelju leasinga bez odgode i mora se bez odgode ukloniti. Primatelj leasinga mora poslati Davatelju leasinga presliku računa za popravke uz bilješku o stanju kilometara prije popravka kao dokaz uklanjanja.

9.9. In case of loss based on the insurance, additionally incurred costs based on the insurance (malus) shall be borne by the Lessee through increased monthly rents/installments.

9.10. If not otherwise agreed, the Lessee must carry out all necessary repairs without delay, except for the cases when, due to the serious nature or scope of the damage, total loss is assumed based on an evaluation carried out by the insurance company. Repairs must be carried out only at authorized car service approved by the Lessor.

9.11. The Lessee must at any rate be notified of any indemnities paid under the insurance based on the vehicle value depreciation. The Lessee shall transfer to the Lessor all his future claims which are listed in the insurance contract related to the payment of indemnity based on the vehicle value depreciation.

9.12. Should the Lessee be at fault for the accident and should the vehicle be damaged, the Lessor is entitled to claim indemnity if the damage is not covered by the insurance company. Such indemnity claim matures upon expiry of the Contract on operative leasing.

9.13. In case of the total loss or vehicle theft, the Contract on operative leasing shall be terminated on the last day of the month in which the total loss or theft occurred, with a subsequent notification of termination to the Lessee.

9.14. Should the damage repair costs exceed 80 (eighty) percent of the vehicle value on the day of occurrence of the harmful event, the Lessor can terminate Contract on operative leasing at the end of the contract month, especially within 3 (three) weeks after the previously stated amount of repair cost was determined. Should the Lessor refrain from exercising this right, the Lessee must have the vehicle repaired at the car service centre authorised by the Lessor in his name and for his account without delay and according to the provisions of these General terms on vehicle Repair.

9.15. In case of premature termination of the Contract on operative leasing due to the total loss or theft, the Lessor can request fulfilling of payment obligation of each due and mature amount under the Contract on operative leasing. In that case, all amount which the Lessor paid in advance for one part or for the entire term of the Contract on operative leasing (e.g. insurance premium amounts, pneumatics amounts, maintenance costs, taxes and similar).

9.16. Vehicle theft or total loss imply exemption from the obligation of any further payments of monthly rents/installments only if the contract has been properly terminated so that it is no more valid. This provision on payment exemption does not relate to the amounts matured before vehicle theft or total loss.

9.17. Any Lessee's failure to comply with any obligation undertaken under the Contract on operative leasing or these General terms in terms of vehicle insurance such as, for example and without limitation to, failure to conclude the compulsory insurance policies, invalid insurance policies, lower scope of contracted risks, creates a payment obligation for any amount or any damage caused by such a failure on the part of the Lessee.

## 10. Operative leasing term and mileage

10.1. The Contract on operative leasing is concluded for a limited time period and it terminates upon expiry of the period for which it was concluded.

10.2. The Contract on operative leasing ends automatically upon expiry of the agreed term.

10.3. Should liquidation or bankruptcy proceedings be initiated upon the Lessee. The Lessee shall without delay, not later than 3 (three) days upon submitting the proposal for initiation of liquidation or bankruptcy proceedings against the Lessee at the latest, notify the Lessor in writing on such circumstances and without delay return the vehicle within the same time period, without any special Lessor's request in this regard. In the course of bankruptcy and liquidation proceedings the Lessor is entitled to exercise his exclusion right with respect to the vehicle without any objection being raised by the Lessee.

10.4. The Lessor can terminate the Contract on operative leasing due to the measures undertaken by the authorities which prevent or considerably aggravate fulfilling of the Lessee's contractual obligations (termination due to the substantially changed circumstances) to which the Lessee agrees, and also due to some extraordinary events such as political riots, long-lasting strikes, natural disasters or war or due to any other similar events.

10.5. Any damage on the odometer must be reported to the Lessor in writing without delay and it must also be removed without delay. The Lessee must send to the Lessor a copy of the invoice for the repairs with the note on the kilometres covered before the repair as a proof of the removal of the odometer.



## 11. Naknada za usluge leasinga

11.1. Mjesečni obrok/najamnina koju se Primatelj leasinga obvezuje plaćati Davatelju leasinga navodi se u Ugovoru o operativnom leasingu. Ukoliko se između vremena prihvata ponude Davatelja leasinga za financiranje putem leasinga i isporuke vozila na tržištu kapitala izmijene postojeći i/ili uvedu novi porezi ili porezne stope ili obveze na plaćanje bilo kojeg drugog javnog davanja, kada se promijene troškovi tehničkog pregleda, registracije i cestarine, a koji su uključeni u izračun mjesečnog obroka/najamnina, Davatelj leasinga ima pravo odgovarajuće jednostrano izmijeniti mjesečnu ratu najamnine od nastupa pravnog učinka takve promjene.

11.2. Davatelj leasinga može jednostrano izmijeniti ugovoreni mjesečni obrok/najmininu iz Ugovora o operativnom leasingu u slučaju promjene cijene vozila između narudžbe i isporuke vozila.

11.3. Mjesečni obrok/najamnina je naknada za davanje vozila na korištenje i navedena je u Ugovoru o operativnom leasingu. Iznos mjesečnog obroka/najamnine utvrđuje se na temelju cijene vozila, trajanja ugovora, kilometraže te obveze plaćanja poreza i drugih javnih davanja.

11.4. Izračun mjesečnog obroka/najamnine ovisi dijelom o kilometraži koju kroz vrijeme trajanja leasinga Primatelj leasinga namjerava prijeći vozilom, a koju Primatelj leasinga priopćava Davatelju leasinga pri izradi ponude za financiranje putem leasinga. Ukoliko Primatelj leasinga prema režimu korištenja vozila nakon zaključenja Ugovora o operativnom leasingu utvrdi da će prijeći ili da neće dostići ugovorenu kilometražu u mjeri većoj od 10 (deset) %, Primatelj leasinga mora o tome bez odgode obavijestiti Davatelja leasinga.

11.5. Gorivo nije uključeno u mjesečnu ratu najamnine, osim ukoliko nije ugovoreno kao posebna usluga.

11.6. Izmjena Ugovora vrši se u skladu s člankom 20. ovih Općih uvjeta.

11.7. Ukoliko nije drugačije ugovoreno, Primatelj leasinga će snositi troškove redovnih pregleda vozila i servisa koji su određeni u skladu sa servisnom knjižicom i potvrđeni od strane ovlaštenog serviser. Primatelj leasinga će snositi sve potrebne izvanredne servise i bilo koje popravke ili promjene dijelova.

11.8. Mjesečni obrok/najamnina može se izmijeniti uz promjenu opsega dodatnih usluga koje prate osnovni pravni posao operativnog leasinga.

11.9. Dogovorene dodatne usluge, kao što je transport, registracija i odjava vozila i troškovi osiguranja i poreza, plaćat će se posebno i dospijevat će odmah nakon izdavanja računa, osim ukoliko nisu izričito navedeni kao sastavni dio ukupnog mjesečnog obroka/najamnine. Isto se primjenjuje na dogovorene predujmove (akontacije) u trenutku početka razdoblja leasinga ili Ugovora o operativnom leasingu.

11.10. Primatelj leasinga mora ispuniti obvezu plaćanja ugovorenog mjesečnog obroka/najamnine na datum dospijeca svakog mjesečnog obroka/najamnina na poslovni račun Davatelja leasinga naveden u Ugovoru o operativnom leasingu, u naknadno učinjenoj pisanoj obavijesti Davatelja leasinga ili na računu. Mjesečni obrok/najamnina plaća se mjesečno unaprijed tako da dospijeva na dan dužnog plaćanja utvrđenim ugovorom o leasingu za tekući mjesec.

11.11. Primatelj leasinga se obvezuje prije sklapanja Ugovora o operativnom leasingu dostaviti i osigurati Davatelju leasinga sve instrumente osiguranja plaćanja troškova leasinga koje Davatelj leasinga zatraži (zadužnice, mjenice, jamce, sudužnike i slično) te se obvezuje dostavljene instrumente osiguranja plaćanja održavati na snazi i do punog iznosa potrebnog osiguranja tijekom cijelog trajanja Ugovora o operativnom leasingu. Primatelj leasinga se također obvezuje dostaviti Davatelju leasinga u roku od 7 (sedam) dana od primitka zahtjeva Davatelja leasinga sve dodatne instrumente osiguranja plaćanja koje ovaj zatraži.

11.12. Ukoliko Ugovor o operativnom leasingu ne počne na prvi dan u mjesecu, prvi obrok/najamnina plaća se u iznosu razmjerno broju kalendarskih dana od početka trajanja Ugovora o operativnom leasingu do posljednjeg dana u tom mjesecu. Prethodna odredba se primjenjuje i prilikom isteka Ugovora o operativnom leasingu u posljednjem mjesecu važenja Ugovora o operativnom leasingu. Davatelj leasinga izdat će Primatelju leasinga odgovarajuću knjigovodstvenu obavijest o odobrenju za neiskorištene kalendarske dane odnosnog mjeseca važenja Ugovora o operativnom leasingu.

11.13. Iznosi za Financijske usluge kao i iznosi za Usluge održavanja Ugovora o operativnom leasingu bit će navedeni u EUR kao valuti obveze.

11.14. Sve troškove transakcija plaćanja, bankarske i druge troškove povezane s plaćanjem obroka/najamnine i bilo kojih drugih novčanih obveza u skladu s Ugovorom o operativnom leasingu snosi Primatelj leasinga.

## 11. Compensation for the leasing services

11.1. The monthly instalment/rent which the Lessee undertakes to pay to the Lessor is stated in the Contract on operative leasing. Should the tax amounts be changed between the moment of the acceptance of the Lessor's offer regarding the lease financing and the vehicle delivery or should some new taxes or tax rates or obligations for payment of any other dues, when cost of technical inspection, registration and road fee are amended, which are included in the calculation of the monthly instalment/rent be introduced, the Lessor is entitled to unilaterally make corresponding adjustments to the monthly rent amount for the amount of thus introduced taxes and public dues starting from the effect of such amendment.

11.2. The Lessor can unilaterally change the stipulated monthly instalment/rent which is stated in the Contract on operative leasing in case of change of the vehicle price between order and vehicle delivery.

11.3. The monthly instalment/rent is a fee for making a vehicle available for use and it is defined in the Contract on operative leasing. The monthly instalment/rent amount is determined based on the vehicle price, contract duration, mileage and the obligation for payment of taxes and other public dues.

11.4. Calculation of the monthly instalment/rent depends partially on the mileage which the Lessee intends to cover by the vehicle during the lease term, and which the Lessee communicates to the Lessor upon the compilation of the lease financing offer. Should the Lessee according to the frequency of the vehicle use after the conclusion of the Contract on operative leasing realise that he will exceed or that he will not reach the stipulated mileage by more than 10%, the Lessee must notify the Lessor thereof without delay.

11.5. Fuel is not included in the monthly rent, except when this is contractually agreed as a separate service.

11.6. Contract modification shall be undertaken in line with article 20. of these General terms

11.7. If not agreed otherwise, the Lessee shall bear the costs of regular vehicle checks and services, which are established in accordance with the service book and confirmed by the authorised car maintenance staff. The Lessee shall bear all necessary extraordinary service costs or any other repair or spare part replacement costs.

11.8. The monthly instalment/rent can be changed based on the changed volume of the additional services related the main legal transaction of the operative leasing.

11.9. The agreed additional services such as transport, vehicle registration and deregistration as well as insurance and tax costs shall be paid separately and they shall mature immediately upon invoice issuance, except when they are explicitly defined as an integral part of the monthly instalment/rent. The same applies to the agreed advance payments at the moment of the beginning of the lease term or of the Contract on operative leasing.

11.10. The Lessee must meet the obligation of payment of the stipulated monthly instalments/rents on the day of maturity of each monthly instalment/rent to the Lessor's business account indicated in the Contract on operative leasing, in the Lessor's subsequent compiled written notification or on the account. The monthly instalment/rent is paid in advance so that it matures on the payment due date as prescribed by the Contract on operative leasing for the current month.

11.11. Prior to the conclusion of the Contract on operative leasing, the Lessee undertakes to deliver and ensure to the Lessor all instruments for securing the payment of lease costs as requested by the Lessor (promissory notes, bills of exchange, guarantors, co-debtors and similar) and he undertakes to maintain validity of the delivered payment security instruments up to the full amount of required security during the entire term of the Contract on operative leasing. Furthermore, the Lessee undertakes to deliver to the Lessor all additional payment security instruments as requested by the Lessor within 7 (seven) days from the receipt of his request.

11.12. Should the term of the Contract on operative leasing not begin on the first day of the month, the first rent is paid in proportion to the number of calendar days starting from the beginning of the term of the Contract on operative leasing until the last day of the respective month. The previous provision applies also upon expiry of the Contract on operative leasing in the last month of the term of the Contract on operative leasing. The Lessor shall issue to the Lessee a corresponding accounting credit note for the unused calendar days i.e. months of the term of the Contract on operative leasing.

11.13. Amounts for Financial services as well as amounts for Maintenance services from Contract on operative leasing shall be stated in EUR as an obligation currency.

11.14. The Lessee bears all the payment transaction costs, bank and other costs related to the payment of the rent amounts or any other pecuniary obligations according to the Contract on operative leasing.

11.15. Ukoliko nije drugačije ugovoreno, Primatelj leasinga obvezan je bez odgode po preuzimanju vozila Hrvatskoj radioteleviziji prijaviti korištenje radijskog odnosno drugog uređaja za prijam radijskog ili audiovizualnog programa ugrađenog u vozilu na ime/vrtku Primatelja leasinga, kao i svaku promjenu prijavljene adrese, mjesta stanovanja ili sjedišta. Ukoliko nije drugačije ugovoreno, Primatelj leasinga je kao posjednik obvezan Hrvatskoj radioteleviziji plaćati mjesečnu pristojbu sukladno odredbama mjerodavnog Zakona o hrvatskoj radioteleviziji. U slučaju propusta Primatelja leasinga da postupa po obvezama iz ove odredbe i Zakona o hrvatskoj radioteleviziji te zbog takvog propusta nastane obveza na strani Davatelja leasinga, Davatelj leasinga teretiti Primatelja leasinga za svaki tako prouzročeni trošak, novčanu kaznu ili štetu.

11.16. U slučaju ranijeg plaćanja obroka/najamnine ili bilo koje druge novčane obveze na koju je Primatelj leasinga obvezan po Ugovoru o operativnom leasingu, Davatelj leasinga ima pravo naplatiti od Primatelja leasinga razliku između tečaja na dan izdavanja računa i tečaja na dan učinjenog plaćanja po izboru Davatelja leasinga. Davatelj leasinga nije obvezan naknaditi ili revalorizirati bilo koja ranija plaćanja plaćena od strane Primatelja leasinga ili osobe koju je on ovlastio ako su učinjena prije dospjeća obroka/najamnine ili bilo kojih drugih novčanih obveza. Davatelj leasinga uzet će u obzir bilo koje ranije plaćanje kao i bilo koje više plaćene iznose te će ih zaračunati do dospjeća obroka/najamnine ili bilo koje druge novčane obveze, posebno korištenjem valute ili bilo kojeg drugog dogovorenog oblika prilagodbe vrijednosti obveze na datum dospjeća obveze.

11.17. Odgovarajući iznos poreza na dodanu vrijednost kao i bilo kojeg drugog propisanog javnog davanja za koje postoji obveza na plaćanje u skladu s propisima koji su na snazi u vremenu nakon potpisivanja Ugovora o operativnom leasingu, bit će uključeni u obvezu na dužna plaćanja. U slučaju da nakon potpisivanja Ugovora o operativnom leasingu dođe do promjene postojećih i/ili uvođenja novih poreza i/ili poreznih stopa ili obveze za plaćanje bilo kojih drugih javnih davanja, kada se promijene troškovi tehničkog pregleda, registracije i cestarine, Davatelj leasinga ima pravo izmijeniti iznos mjesečnog obroka/najamnine navedene u Ugovoru o operativnom leasingu od nastupa pravnog učinka takve promjene.

11.18. Ukoliko obveza plaćanja mjesečnog obroka/najamnine i/ili bilo koje druge novčane obveze Primatelja leasinga nije u potpunosti ispunjena Davatelju leasinga do ugovorenog datuma dospjeća, ili ukoliko terećenje izdano od Davatelja leasinga tereti Primatelja leasinga, ili ukoliko terećenje izdano od Davatelja leasinga bude otkazano, smatrat će se da je Primatelj leasinga u zakašnjenju s plaćanjem. U takvom slučaju Davatelj leasinga ima pravo zaračunati zakonske zatezne kamate za vrijeme trajanja zakašnjenja. Davatelj leasinga ima pravo i na naknadu većeg iznosa štete nastale zbog zakašnjenja Primatelja leasinga, posebice troškova nastalih zbog postupaka prisilne naplate tražbine. U slučaju otkazivanja terećenja (odobrenja), Primatelj leasinga se bez odgode obvezuje učiniti Davatelju leasinga izjavu na knjigovodstveno podoban način za evidentiranje suglasnosti Primatelja leasinga s otkazivanjem terećenja u poslovnim knjigama Davatelja leasinga. Smatrat će se da propust Primatelja leasinga na dostavu takve izjave znači suglasnost s predmetnim otkazivanjem.

11.19. Kad Primatelj leasinga ima prema Davatelju leasinga više dospjelih novčanih obveza pa ono što Primatelj leasinga ispunji nije dovoljno da bi se mogle namiriti sve, Ugovorne strane su suglasne da se uračunavanje ispunjenog obavlja onim redom koji odredi Davatelj leasinga.

11.20. Davatelj leasinga ima pravo naplatiti sve troškove za naplatu neplaćenih novčanih obveza Primatelja leasinga, troškove oduzimanja iznajmljenog vozila i ostvariti ispunjenje bilo kojih drugih obveza Primatelja leasinga u skladu s Ugovorom o operativnom leasingu, a to u skladu s važećim cjenikom Davatelja leasinga ili cijenom usluge treće osobe.

11.21. U slučaju zakašnjenja u plaćanju bilo koje obveze, Davatelj leasinga ima pravo naplatiti Primatelju leasinga zakonsku zateznu kamatu na dužni iznos obračunatu od dospjeća pa do ispunjenja obveze.

11.22. Primatelj leasinga obvezuje se platiti odgovarajući trošak učinjene opomene Davatelja leasinga u iznosu utvrđenom odgovarajućim internim aktom Davatelja Leasinga, uvećanom za pripadajući porez na dodanu vrijednost.

11.23. Primatelj leasinga prihvaća platiti Davatelju leasinga naknadu utvrđenu odgovarajućim internim aktom Davatelja leasinga za sve usluge koje prate izvorni pravni posao operativnom leasingu, a nisu u njemu uključene, ali su nužne za upravljanje poslovnim odnosom između Davatelja i Primatelja leasinga, kao što su primjerica radi i bez ograničavanja na naknade za činjenje obavijesti, naknade za prefakturiranje troškova koje je prouzročio Primatelj leasinga i slično.

11.15. If it is not stipulated otherwise, upon the vehicle take over the Lessee is obliged to notify the Croatian Radiotelevision of the use of a radio or some other device for the receipt of radio or audio-visual programs installed in the vehicle made out in the Lessor's personal/company name as well as any change to the reported address, place of residence or headquarters without delay. If it is not stipulated otherwise, the Lessee as a mediator is obliged to pay monthly fees according to the provisions of the applicable Croatian Radiotelevision Act. Should the Lessor fail to act pursuant to the obligations from this provision and the Croatian Radiotelevision Act and should due to such a failure the Lessor incur an obligation, the Lessor shall debit the Lessee for any thus incurred cost, fine or damage.

11.16. In case of an earlier payment of the instalment/rent or any other pecuniary obligation which Lessee has undertaken pursuant to the Contract on operative leasing, the Lessor is entitled to charge the Lessee for the difference between the exchange rate on the day of invoice issuance and the exchange rate on the day when the payment is made, whichever the Lessor prefers. The Lessor is not obliged to compensate for or revalue any of the earlier payments effected by the Lessee or a person authorised by him if such payments were effected prior to maturity of the instalment/rent or any other pecuniary obligations. The Lessor shall take into consideration any earlier payment as well as any other surplus payments and he shall account for them until maturity of the instalment/rent or any other pecuniary obligation, especially by applying currency or any other agreed form of the value adjustment of the obligation on the day of maturity of the obligation.

11.17. The appropriate amount of the value added tax as well as any other prescribed public due which should be paid pursuant to the valid legal regulations valid after signing of the Contract on operative leasing shall be included in the due payments obligation. Should after signing the Contract on operative leasing the existing taxes be changed or should new taxes and/or tax rates or obligations for payment of any other dues be introduced, when cost of technical inspection, registration and road fee are amended, the Lessor is entitled to make corresponding adjustments to the monthly instalment/rent stated in the Contract on operative leasing from the moment in which the legal effect of such a change takes place.

11.18. If the Lessee's obligation of payment of the monthly instalment/rent and/or any other pecuniary obligation towards the Lessor is not completely met until the agreed due date or if the debit note issued by the Lessor debits the Lessee or if the Lessor's debit note is cancelled, the Lessee shall be deemed to be delayed in his payment. In such a case the Lessor is entitled to charge the legal interest of default during the period of delay. Moreover, the Lessor is entitled to the compensation of a higher damage amount incurred due to the Lessee's delay, especially costs incurred due to the enforcement of the claim. In case of cancelling of the debiting (crediting), the Lessee is without delay obliged to provide the Lessor with a statement which can be used for accounting purposes in order to record the Lessee's consent to the cancellation of the debiting in the Lessor's business books. Should the Lessee fail to delivery such a statement, the Lessee shall be deemed to have granted consent to such a cancellation.

11.19. When the Lessee accumulates due obligations towards the Lessor and the Lessee does not manage to settle all of them, the Contracting Parties agree to account for the fulfilled obligations in such a sequence as determined by the Lessor.

11.20. The Lessor is entitled to collect all Lessee's due pecuniary obligations, costs of the seizure of the rented vehicle and to meet any other Lessee's obligations in accordance with the Contract on operative leasing, pursuant to the valid Lessor's price list or pursuant to the price of services provided by some third person.

11.21. In case of delay in payment of any obligation, the Lessor is entitled to charge the Lessee for the legal interest of default which is applied to the outstanding amount from maturity until settlement of the obligation.

11.22. The Lessee undertakes to pay the corresponding cost of the Lessor's reminder in the amount determined by the Lessor's corresponding by-laws, increased by the related value added tax.

11.23. The Lessee consents to pay to the Lessor the compensation as established by the Lessor's corresponding by-laws for all services related the original operative leasing transaction, and which are not included herein, but which are necessary for the management of the business relationship between the Lessor and the Lessee, such as, for example and without limitation to, fees for reading of notifications, fees for cost transfers initiated by the Lessee and similar.

## 12. Jamčevina i akontacija

12.1. Kako bi se osiguralo ispunjenje obveza Primatelja leasinga, Davatelj leasinga može zahtijevati plaćanje jamčevine. Jamčevina mora biti uplaćena na račun Davatelja leasinga prije potpisivanja Ugovora o operativnom leasingu. Davatelj leasinga će beskamotno držati jamčevinu za vrijeme trajanja Ugovora o operativnom leasingu. U slučaju upotrebe jamčevine za ispunjenje dospjelih obveza iz Ugovora o operativnom leasingu, Primatelj leasinga se obvezuje bez odgode doplatiti razliku do ugovorene visine jamčevine. Nakon prestanka Ugovora o operativnom leasingu, jamčevina će biti vraćena Primatelju leasinga bez kamata, umanjena za sve dužne iznose koje Primatelj leasinga nije platio, a na koje je obavezan po Ugovoru o operativnom leasingu.

12.2. Ukoliko je ugovoreno, u roku od 8 (osam) dana od dana potpisivanja Ugovora i ovih Općih uvjeta, a u svakom slučaju prije isporuke vozila Primatelju leasinga, Primatelj leasinga je dužan platiti akontaciju. Akontacija je sastavni dio obroka/najamnine i ne vraća se Primatelju leasinga po isteku ili raskidu Ugovora.

## 13. Dodatne usluge – Održavanje (servis) vozila

Ugovorne strane predmetnu uslugu mogu ugovoriti unutar opsega usluga operativnog leasinga.

### A. Opseg poslova

13.1. Opseg poslova će uključivati:

- poslove redovnog održavanja propisanih od strane proizvođača u servisnoj knjižici, uključujući potrebne materijale,
- poslove proširenog održavanja nužnog za tehničku ispravnost vozila tijekom trajanja ugovora o operativnom leasingu,
- popravke oštećenja uzrokovane redovnim korištenjem, bez ograničenja na jamstvene popravke što ne uključuje trošak popravaka na spojevima posebne dodatne opreme i samoj opremi koja ne čini sastavni dio ugovora o operativnom leasingu

13.2. Opseg poslova neće uključivati:

- razbijanje stakla,
- troškove redovnog i izvanrednog održavanja te atestiranja ugrađene nadogradnje, opreme ili uređaja u vozilo a koji nisu isporučeni od strane tvornice (npr. hladnjače, rashladnici, grijači, hidrauličke rampe...)
- štete uzrokovane nepridržavanjem uputa za korištenje vozila izdanim od strane proizvođača, ili uzrokovane nevršenjem održavanja, ili nestručnim rukovanjem ili nepravodobnim ili nestručnim uklanjanjem nedostataka
- troškove popravka i/ili zamjene senzora tlaka u gumama kada nije ugovorena dodatna usluga „Pneumatics“
- troškove popravaka koji bi bili pokriveni temeljem jamstva proizvođača ali je pravo na isto prestalo prije definiranog trajanja jamstva zbog nepravovremenog obavljanja redovnih servisnih intervala, a sve skladno uvjetima jamstva pojedinog proizvođača vozila. Isto se odnosi i moguće gubitke pokrića po jamstvu koje je nastalo prije sklapanja pojedinačnog ugovora za pojedino vozilo.
- štetu koja nastane zbog nezgode i naknade troškova vuče i troškova vuče u slučaju pomoći na cesti,
- popravke unutarnje obloge i podstave, popravke štete na laku, sastavljanje i popravak dodatne opreme ukoliko ova nije uključena u novo vozilo,
- trošak goriva, motornog ulja koje će možda trebati dopuniti između redovnih promjena ulja, trošak AdBlue tekućine za vozila čiji motori koriste ovu tehnologiju, te trošak sredstva za pranje stakla i za pranje, čišćenje i poliranje vozila

### B. Servisne isprave

13.3. Kako bi naručio održavanje i popravke, Primatelju leasinga dostupan je informacijski spis Davatelja leasinga i obrazac "Narudžba servisa/popravka" (servisne isprave) Davatelja leasinga. Servisne isprave omogućuju Primatelju leasinga da naruči radove navedene u članku 13.1 u Hrvatskoj u ime i za račun Davatelja leasinga, u skladu s odredbama članka 13. Radovi moraju biti izvršeni u ugovornoj ovlaštenoj radionici od Davatelja leasinga. Obrazac «Narudžba servisa/popravak» mora potpisati korisnik vozila. Primatelj leasinga suglasan je održavati vozilo u ovlaštenom servisnom centru proizvođača po odabiru Davatelja leasinga. U slučaju da Primatelj leasinga samostalno odluči o odabiru ovlaštenog servisnog centra

## 12. Security deposit and advance payment

12.1. In order to secure fulfilment of the Lessee's obligations, the Lessor can request payment of the security deposit. The security deposit must be paid on the Lessor's account prior to signing of the Contract on operative leasing. The Lessor shall keep the security deposit interest-free during the term of the Contract on operative leasing. Should the security deposit be used for the settlement of due obligations under the Contract on operative leasing, the Lessee guarantees to pay the differing amount up to the amount of the stipulated security deposit without delay. After expiry of the Contract on operative leasing, the security deposit shall be returned to the Lessor interest-free, decreased by all outstanding amounts which the Lessee has not paid, and which he was supposed to pay pursuant to the Contract on operative leasing.

12.2. If it is agreed, within 8 (eight) days from signing of the Contract and these General terms, and at any rate prior to the vehicle delivery to the Lessee, the Lessee is obliged to effect the advance payment. The down payment is an integral part of the instalment/rent and it is not returned to the Lessee upon expiry or termination of the Agreement.

## 13. Additional services - vehicle maintenance (service)

The Contracting Parties can agree on the respective service within the scope of the operative leasing services.

### A. Scope of work

13.1. The scope of work shall include:

- regular maintenance as prescribed by the manufacturer in the service book, including the necessary materials;
- works of extended maintenance needed for the technical correctness of the vehicle during the term of the Contract on operative leasing;
- repairs of damages caused by regular use, without limitation on warranty repairs and which does not include the cost of repairs on connecting points of special additional equipment and on the equipment itself which does not form an integral part of the Contract on operative leasing;

13.2. The scope of work shall not include:

- broken glass,
- cost of regular and extraordinary maintenance and attesting of built-in upgrades, equipment and utilities in vehicle which are not delivered by the factory (for example refrigerator, cooler, heater, hydraulics etc)
- damages caused by not paying attention to the user manual issued by the manufacturer or caused by failure to perform maintenance or by unskilled operation or untimely or unskilled removal of defects
- cost of repairs and/or replacement of sensor of tyre pressure when additional service "Pneumatics" is not contracted as included
- cost of repairs that are covered by manufacturer's warranty, but the right to call on to such warranty ceased prior to expiration of its period due to untimely performance of regular service activities, all in line with warranty conditions of corresponding manufacturer. Same applies to possible losses of coverage of warranty which has arisen prior to closure of Contract on operative leasing for respected vehicle,
- damage incurred through an accident and the compensation of the towing costs and towing costs in case of road assistance,
- repairs of the inner linen and coating, damage repair on the lacquer, assembling and repairing of additional equipment if it is not included in the new vehicle,
- cost of fuel, motor oil which might have to be filled up between the regular oil changes, cost of AdBlue liquid for vehicles which engines use such technology, and the cost of the window cleaner as well as cost of agents for vehicle washing, cleaning and polishing

### B. Service documents

13.3. To be able to order maintenance and repairs, Lessor's information document and Lessor's form "Service/repair order" (service documents) are available to the Lessee. Service documents enable the Lessee to order the works listed in Article 13.1 in Croatia in the Lessor's name and for the Lessor's account, pursuant to provisions from Article 13. The works must be completed in the contractually designated Lessor's workshop. The form "Service/repair order" must be signed by the vehicle user. The Lessee expresses his consent to service the vehicle in authorized service centre elected by the Lessor. In case that Lessee solely decide on election of authorized manufacturers service centre, the Lessor has the right to charge the Lessee a fee in the amount of ten (10) per cent (%) of service cost and per service issue.



proizvođača, Davatelj leasinga ima pravo obračunati naknadu po servisnom događaju u visini 10% iznosa troška servisa.

13.4. Ukoliko Primatelj leasinga u Hrvatskoj ima – neovisno o razlozima – bilo koje troškove za koje je, u skladu s člankom 13.1, odgovoran Davatelj leasinga, Davatelj leasinga će nadoknaditi Primatelju leasinga troškove nakon primitka uredno ispunjenih dokaza (računa, potvrde plaćanja i slično), izdanih za račun Davatelja leasinga kao primatelja usluge jedino u slučaju da je Primatelj leasinga obavio popravke u ovlaštenom servisu proizvođača koji je ugovorni partner Davatelja leasinga. Ukoliko Primatelj leasinga ima navedene troškove u inozemstvu, troškovi će biti nadoknađeni samo do iznosa koje naplaćuje hrvatska ugovorna radionica Davatelja leasinga za usluge koje je Primatelj leasinga koristio u inozemstvu. Troškovi vuče nastali u inozemstvu se ne nadoknađuju ni u kojem slučaju.

13.5. Primatelj leasinga odgovoran je Davatelju leasinga za štetu koja nastaje zbog nezakonitog korištenja servisnih isprava.

#### C. Cijena dodatne usluge

13.6. Ukoliko se Ugovorne strane dogovore o servisiranju vozila, Primatelj leasinga će platiti cijenu koja je uključena u mjesečni obrok/najamninu. Ukoliko je cijena uključena u mjesečni obrok/najamninu, iznos će ovisiti o trajanju ugovora o operativnom leasingu i ukupnoj kilometraži.

13.7. Osnova za cijenu servisa vozila bit će ukupna kilometraža navedena od strane Primatelja leasinga za vrijeme upravljanja u pogledu Ugovora o operativnom leasingu. Cijena se u pravilu neće mijenjati za vrijeme upravljanja. Ukoliko Primatelj leasinga utvrdi da će prijeći ili da neće dostići utvrđenu ukupnu kilometražu za više od 10 (deset) %, Primatelj leasinga mora o tome bez odgode obavijestiti Davatelja leasinga. Davatelj leasinga može sačiniti novi izračun u skladu s promijenjenim uvjetima i u skladu s time prilagoditi cijenu servisa vozila.

#### D. Naplaćivanje dodatnih usluga

13.8. Usluge servisiranja naplaćuju se na isti način kao mjesečni obrok/najamnina iz članka 11.1.

13.9. Bilo koja dodatna/nedostajuća kilometraža naplaćuje se nakon redovnog prestanka Ugovora o operativnom leasingu, kako slijedi: ukoliko Primatelj leasinga vrati vozilo u skladu s Ugovorom o operativnom leasingu na kraju ugovorenog razdoblja ugovora o leasingu i ukoliko je stvarna kilometraža različita od one utvrđene u pogledu Ugovora o operativnom leasingu, Davatelj leasinga će naplatiti dodatnu kilometražu Primatelju leasinga po stopi terećenja navedenoj u Ugovoru o operativnom leasingu i zamijeniti neiskorištenu kilometražu po stopi povrata, navedenoj u Ugovoru o operativnom leasingu. Prekoračenje ili neiskorištenje dogovorene kilometraže do 2,500 km ne uzima se u obzir ni u kojem slučaju. Maksimalni obračun za manje prijedene kilometre obračunava se do 10,000 km uzimajući u obzir ugovoreno odstupanje.

#### E. Naknada mjesečnih obroka/najamnina za vrijeme popravka

13.10. Mjesečni obroci/najamnina plaćaju se u punom iznosu za vrijeme servisnih i limarijskih popravaka.

13.11. U slučaju ranijeg prestanka Ugovora o operativnom leasingu ili nakon redovnog prestanka Ugovora o operativnom leasingu, izračun bilo koje dodatne/nedostajuće kilometraže izvršit će se tako da Davatelj leasinga prvo utvrdi mjesečnu kilometražu izračunavajući je tako da kilometre navedene u Ugovoru o operativnom leasingu podijeli s ugovorno predviđenim mjesecima korištenja. Tada će Davatelj leasinga pomnožiti "mjesečne kilometre utvrđene izračunom" s brojem stvarnih mjeseci korištenja i dobiti kilometražu koja će biti odlučujuća za raniji izračun kilometara (kilometara utvrđenih izračunom). Za bilo koje dodatne ili nedostajuće kilometre – rezultata između kilometara utvrđenih izračunom i stvarno korištenih kilometara - primjenjuju se načela izračuna u skladu s člankom 13.10.

## 14. Dodatne usluge – Pneumatici (s uključenom uslugom skladištenja i zamjene)

Ugovorne strane također se mogu dogovoriti, unutar opsega usluga operativnog leasinga, o servisiranju guma.

#### A. Opseg usluga

14.1. Opseg usluga sastoji se od:

- sezonske zamjene guma uslijed istrošenosti sukladno zakonom propisanom minimalnom profilu gazne površine. Dimenzija i kategorija guma bit će definirani i sastavni dio pojedinačnog ugovora o operativnom leasingu, Davatelj leasinga samostalno će odrediti proizvođača guma unutar definirane kategorije guma navedene u pojedinačnom ugovoru o operativnom leasingu,
- sezonske montaže i demontaže te balansiranja guma ovisno o broju uključenih guma u pojedinačnom ugovoru o operativnom leasingu,

- sezonsko skladištenje ljetnih i zimskih guma kod ugovornog dobavljača po odabiru Davatelja leasinga

14.2. Ukoliko se dimenzija, broj ili kategorija guma (bilo zimskih ili ljetnih) promjeni za vrijeme trajanja Ugovora o operativnom leasingu prema želji

13.4. Should the Lessee incur - irrespective of the reasons - any costs in Croatia for which the Lessor is responsible according to Article 13.1, the Lessor shall reimburse the Lessee for all the costs after the receipt of the duly filled out proofs (invoices, payment confirmations and similar) issued for the Lessor's account as service user only in the case when the Lessee performed repairs in a car service centre authorised by the manufacturer who is a Lessor's contractual partner. If the Lessee incurred the mentioned costs abroad, he shall be reimbursed only up to the amount charged by the Lessor's Croatian contractually designated workshop for the services which the Lessee used abroad. Towing costs incurred abroad shall by no means be reimbursed.

13.5. The Lessee answers to the Lessor for the damage caused by the illegal use of service documents.

#### C. Price of additional services

13.6. If the Contracting Parties reach an agreement with regard to vehicle servicing, the Lessee shall pay the entire price which is included in the monthly instalment/rent. If the price is included in the monthly instalment/rent, the amount shall depend on the term of the Contract on operative leasing and on the total mileage.

13.7. The basis for the calculation of the vehicle service shall be the total mileage value stated by the Lessee during the running time in terms of the Contract on operative leasing. The price shall as a rule be no subject to adjustments during the running time. Should the Lessee realise that he will exceed or that he will fail to reach the defined mileage by more than 10 (ten) percent, the Lessee must notify the Lessor thereof without delay. The Lessor can make a new calculation according to the changed circumstances and thus adjust the price of the vehicle service.

#### D Charging additional services

13.8. Vehicle servicing shall be charged in the same way as the monthly instalment/rent from Article 11.1.

13.9. Any additional/missing mileage shall be charged after the regular expiry of the Contract on operative leasing, as follows: if the Lessee returns the vehicle according to the Contract on operative leasing at the end of the contractual lease term and if the real mileage differs from the mileage defined in the Contract on operative leasing, the Lessor shall charge the Lessee for the additional mileage according to the charge rate as stated in the Contract on operative leasing and substitute non-used mileage according to the return rate as stated in the Contract on operative leasing. Exceeding or failure to reach the agreed mileage limit of 2,500 km is in no case considered. The maximum calculation of the covered under-mileage is calculated up to 10,000 km taking into consideration the agreed deviation

#### E. Compensation of monthly instalments/rents during repairs

13.10. Monthly instalments/rents are to be paid in full amount during service and body repair works

13.11. In case of premature termination of the Contract on operative leasing or after the regular expiry of the Contract on operative leasing, the calculation of any additional/missing mileage shall be performed in such a manner as to have the monthly mileage determined by the Lessor first by dividing the kilometres as stated in the Contract on operative leasing by the contractually foreseen months of use. The Lessor shall multiply the "monthly kilometres determined by the calculation" with the number of months of actual use and this shall yield the mileage which shall be decisive for the previous calculation of kilometres (kilometres determined through the calculation). The calculation principle pursuant to Article 13.10 applies to any additional or missing kilometres - the result between the kilometres determined through the calculation and the actually covered kilometres.

## 14. Additional services - pneumatics (with included service of storage and replacement)

The Contracting Parties can also agree on the tyre servicing within the scope of the operative leasing services.

#### A. The scope of services

14.1. The scope of services encompasses

- seasonal replacement of tyres due to wear and tear, pursuant to the minimally prescribed profile of tyre tread. The tyre dimension and category shall be defined forming an integral part of individual Contract on operative leasing. The Lessor himself shall select the tyre manufacturer within the defined tyre category as stated in individual Contract on operative leasing,
- seasonal assembly and dismantling as well as tyre balancing depending on the number of included tyres in individual Contract on operative leasing,
- seasonal storing of summer and winter tyres at the contracted supplier as selected by the Lessor.

14.2. Should the tyre dimension, number or category (for both winter and summer tyres) change during the term of the Contract on operative

Primatelja leasinga, Davatelj leasinga ima pravo zaračunati Primatelju leasinga sve dodatne troškove po toj osnovi.

B. Servisne isprave

14.3. Primatelju leasinga je dostupan informacijski spis Davatelja leasinga i obrazac "Narudžba guma" Davatelja leasinga (servisne isprave). Promjena guma mora biti izvršena kod ugovornog dobavljača Davatelja leasinga. Popis tih dobavljača dostupan je na internet stranici i mobilnoj aplikaciji, te putem pozivnog centra Davatelja leasinga. Primatelj leasinga odgovoran je Davatelju leasinga za štetu koja nastane zbog nezakonitog korištenja servisnih isprava.

C. Cijena dodatne usluge

14.4. Primatelj leasinga plaćat će cijenu servisa guma koja je uključena u mjesečni obrok/najamninu ugovora o operativnom leasingu. U slučaju isporuke guma izvan ugovorenog broja u pojedinačnom ugovoru o operativnom leasingu Primatelj leasinga će se teretiti (uz trošak guma) za troškove sezonske montaže i demontaže, balansiranja i skladištenja.

D. Naplaćivanje dodatne usluge

14.5. Usluge servisa guma naplaćuju se na način iz članka 11.1.

### Posebna usluga "Neograničene gume"

14.6. Ukoliko je posebno ugovorena, usluga obuhvaća:

- Izmjenu i balansiranje ljetnih i zimskih pneumatika prema potrebi stvorenoj njihovim stanjem, što utvrđuje Davatelj leasinga uzimajući u obzir tehničke i eksploatacijske karakteristike konkretnog vozila i guma
- Izmjenu i balansiranje pneumatika koje je potrebno zamijeniti uslijed oštećenja nastalog isključivo iz razloga tehničke neispravnosti oštećenog pneumatika, a isto je utvrđeno od strane odgovornih osoba Davatelja leasinga odnosno od strane ovlaštenog predstavnika proizvođača konkretnog pneumatika

14.7. Izmjena i balansiranje pneumatika se mora izvršiti u skladu sa važećim zakonski definiranim odredbama o minimalnoj dubini utora na gaznom profilu, koji prema postojećem zakonodavstvu iznose za ljetne pneumatike – 1,6 mm a za zimske – 4 mm.

14.8. Kada nastupi obveza na izmjenju pneumatika u svim slučajevima izvan istrošenosti uslijed redovite uporabe, Primatelj leasinga je o svom trošku u obvezi zamijeniti obje gume na istoj osovini pri čemu obje gume moraju biti iste proizvođačke marke i tipa.

14.9. Predmetna usluga vrijedi uz uvjet korištenja propisanih ljetnih pneumatika isključivo u ljetnom razdoblju godine odnosno zimskih pneumatika isključivo u zimskom razdoblju godine, u vremenskim granicama odnosnih razdoblja kako su definirana pozitivnim propisima o sigurnosti prometa na cestama. Na prijedlog Davatelja leasinga i uz suglasnost Primatelja leasinga, Davatelj leasinga može odrediti drugačiji kriterij za sezonsku zamjenu.

14.10. Primatelj leasinga gubi pravo ostvarenje sadržaja predmetne usluge u odnosu na pojedino vozilo čiji pneumatici trpe oštećenja uslijed nemarnog načina vožnje i uopće oštećenja prouzročenih nemarom.

14.11. Usluga neograničenih guma koja je predmetom ove posebne usluge pruža se do isteka ugovorenog vremena trajanja Ugovora o operativnom leasingu ili do ostvarenja ugovorene kilometraže, ovisno o tomu koja se okolnost ostvari ranije, nakon čega Primatelj leasinga gubi pravo na ostvarenje ove usluge te sam plaća troškove nabave, zamjene i skladištenja.

### 15. Dodatne usluge – Usluga zamjenskog vozila

15.1. ova usluga može se pružiti samo pod uvjetom da je vozač stariji od 21 godine i da ima valjanu vozačku dozvolu dulje od godine dana.

A. Opseg usluge

15.2. Mogućnosti navedene u nastavku daju Primatelju leasinga mogućnost korištenja zamjenskog vozila u slučajevima kada objekt leasinga nije moguće koristiti. Za korištenje navedenih usluga Primatelj leasinga u obvezi je zatražiti istu od Davatelja leasinga.

15.3. Vozač će vratiti zamjensko vozilo odmah nakon što prestanu uvjeti po osnovi kojih je koristio zamjensko vozilo, i, osim ako nije dogovoreno drukčije, na mjesto koje odredi Davatelj leasinga.

15.4. Primatelj leasinga će plaćati uslugu zamjenskog vozila u sklopu mjesečnog obroka/najamnine ako je tako ugovoreno u ugovoru o operativnom leasingu. U slučaju korištenja zamjenskog vozila izvan ugovorenog broja dana i kategorije u pojedinačnom ugovoru o operativnom leasingu, Primatelj leasinga će se teretiti za pruženu uslugu.

B. Osiguranja Davatelja leasinga

15.5. Nakon iskorištenog broja dana zamjenskog vozila navedenih u ugovoru o operativnom leasingu, korištenje zamjenskog vozila automatski se produžuje dok Primatelj leasinga ne vrati vozilo. Davatelj leasinga će tada naplatiti korištenje zamjenskog vozila Primatelju

leasing according to the Lessee's wish, the Lessor has the right to charge the Lessee for all additional costs incurred on this basis.

B. Service documents

14.3. The Lessor's information document and the form "Tyre Order" (service documents) are available to the Lessee. Tyres must be changed at the Lessor's contracted supplier. The list of these suppliers is available on Lessors internet page, on mobile application and through call-centre. The Lessee answers to the Lessor for the damage caused by the illegal use of service documents.

C. Price of additional services

The Lessee shall pay the price of the tyre service which is included in the monthly instalment/rent pursuant to the Contract on operative leasing. In case of delivery of a higher number of tyres than stipulated in the individual Contract on operative leasing the Lessee shall be debited (beside the tyre cost) for the costs of seasonal assembly and dismantling, balancing and storing.

D Charging additional services

14.5. Tyre servicing is charged pursuant to Article 11.1.

### Special service "Unlimited tyres"

14.6. If specially agreed, service encompasses:

- replacement and balancing of summer and winter pneumatics according to need created by their status or by their contracted lasting and mileage, which is determined by the Lessor considering technical and exploratory characteristic of specific vehicle and pneumatic
- replacement and balancing of pneumatics in need for replacement due to damages caused exclusively from technical default of the pneumatic itself, which has been determined by the Lessor's authorized personnel or by the pneumatics manufacturer's authorized personnel.

14.7. Replacement and balancing of the pneumatics must be performed in line with positive legally defined provisions on minimum pneumatic tread depth, which is according to current positive legislation for summer pneumatics - 1,6 mm and for winter- 4 mm.

14.8. When obligation on pneumatics replacement arises in all cases besides regular wear & tear, the Lessee is in obligation to replace at his own cost both of the tires on the same axle while keeping the same manufacturer brand and tire type.

14.9. Service in subject is valid with condition of summer pneumatic usage strictly during summer period and winter pneumatics usage strictly during winter period, within term periods of terms in subject as they are defined by positive legislation on road traffic security. Lessor can state a proposal, and to which Lessee can concur, which will define a different seasonal change criteria.

14.10. Lessee loses his right on realization of content of this preferential service in respect to single vehicle which pneumatics suffered damages due to negligent manner of driving and damages in any case caused by negligence.

14.11. The service of unlimited tires which is the subject of this special service is to be rendered up to expiration of contracted period of Contract on operative leasing or up to the achievement of contracted mileage, depending which comes first, after which the Lessee loses his right on rendering this service and bears itself the costs of acquiring, replacement and storage.

### 15. Additional services - Replacement vehicle service

15.1. This service can be rendered only provided that the driver is above 21 years of age and that he has been holding a valid driver's licence for over one year.

A. The scope of service

15.2. The options listed in further text give a possibility to the Lessee to take advantage of a replacement vehicle in cases when the leased object cannot be used. When the Lessee desires to take advantage of the mentioned services, he is obliged to request this from the Lessor.

15.3. The driver shall return the replacement vehicle after the circumstances due to which he used the substitute vehicle have changed and, except if agreed otherwise, to the place designated by the Lessor.

15.4. The Lessee's payment for the replacement vehicle service is included in the monthly instalment/rent if this was stipulated in the Contract on operative leasing. In case of using a replacement vehicle for a longer number of days and using other vehicle categories than agreed in the individual Contract on operative leasing, the Lessee shall be charged for the service rendered.

B. Lessor's securities

15.5. After the replacement vehicle has been used for the agreed number of days as stipulated in the Contract on operative leasing, the use of the replacement vehicle is automatically extended, as long as the Lessee does not return the vehicle. The Lessor shall charge the Lessee

leasinga točno za vrijeme duže od onog dogovorenog u ugovoru o operativnom leasingu sukladno cjeniku koji je definiran u Pravilniku o naknadama Davatelja leasinga.

### C. Osiguranja Primatelja leasinga

15.6. Primatelj leasinga obvezuje se uzeti u obzir prethodno navedena pravila. Za svaki zahtjev koji ne proizlazi iz Ugovora o operativnom leasingu izdaje se zaseban račun.

### D. Mogućnosti paketa

15.7. Davatelj leasinga će snositi troškove sljedećeg:

- zamjenskog vozila kako je definirano pojedinačnim ugovorom o operativnom leasingu,
- osiguranja sa smanjenjem za franšizu u slučaju štete ili krađe,
- ograničene ili neograničene kilometraže u odnosu na razdoblje korištenja.

15.8. Isključenja – Davatelj leasinga nikad neće pokrivati sljedeće te će slijedom navedenog navedene troškove plaćati Primatelj leasinga:

- popravke šasije manje od franšize,
- troškove posebne opreme (navigacija, dječja sjedalica...)
- dodatna plaćanja za dodatne ili mlade vozače,
- troškove dostave vozila iznad 30 km od sjedišta ugovornog partnera Davatelja leasinga,
- troškove dodatnih kilometara.

15.9. Paket zamjenskog vozila – „plus“

Ovaj paket uključuje isporuku zamjenskog vozila kao zamjenu za vozilo koje je predmet ugovora o operativnom leasingu. Trošak paketa i kategorija vozila bit će navedeni u ponudi i u ugovoru o operativnom leasingu.

#### 15.9.1. Uvjeti isporuke

Kada se predmet leasinga ne može koristiti zbog:

- redovnog servisiranja
- nezgode ili požara,
- mehaničkog kvara
- krađe.

U svim slučajevima, Primatelj leasinga mora podnijeti sve isprave koje dokazuju da korištenje predmeta leasinga nije moguće zbog nekog od navedenih razloga.

#### 15.9.2. Uvjeti korištenja

Isporuka zamjenskog vozila uvjetovana je činjenicom da se predmet leasinga ne može koristiti zbog opisanih razloga u točki 15.9.1.

Primatelj leasinga ostvaruje pravo na korištenje zamjenskog vozila u sljedećim rokovima i uvjetima:

- jedan dan za vrijeme redovnog servisa propisanog od strane proizvođača,
- deset dana u slučaju mehaničkog kvara,
- petnaest dana u slučaju nezgode ili požara,
- trideset dana u slučaju krađe vozila.

15.10. Paket zamjensko vozilo – „broj dana“

Ova mogućnost omogućava Primatelju leasinga da za paušalan iznos ugovori mogućnost korištenja određenog broja dana, kategorije i tipa vozila koje može koristiti na zahtjev kada želi. Paušalni iznos, broj dana, kategorija i tip vozila bit će navedeni u ponudi i u ugovoru o operativnom leasingu.

## 16. Dodatna usluga - Usluga kartica za gorivo

16.1. Davatelj leasinga dat će Primatelju leasinga kartice koje mu omogućavaju da napuni gorivo s prodajne mreže goriva odobrene od strane Davatelja leasinga, bez bilo kakve obveze plaćanja odmah. Izbor ove usluge bit će naveden u ponudi za svako vozilo odnosno u ugovoru o operativnom leasingu, zajedno s administrativnim troškom i odgovarajućim predujmom za gorivo. Primatelj leasinga će potpisati poseban dodatak općim uvjetima u kojemu se definiraju posebni uvjeti za korištenje kartice za gorivo prije isporuke kartice za gorivo.

16.2. Predujam za gorivo temelji se na prosječnoj potrošnji po vozilu i ugovorenoj kilometraži. Svako vozilo ima posebnu karticu za izabranu naftnu kompaniju i vodič kroz stanice za gorivo u njezinoj mreži. Kako bi napunio gorivo, vozač će predočiti navedenu karticu i koristiti povjerljivu osobnu šifru.

### A. Uvjeti za korištenje kartice

16.3. Kartice vrijede ograničeno vrijeme. One se obnavljaju automatski tako da ih Davatelj leasinga šalje Primatelju leasinga.

16.4. Primatelj leasinga mora poduzeti sve potrebno kako bi čuvao povjerljivost dodijeljenih mu šifri. Naftna kompanija mora biti obaviještena o gubitku ili krađi kartice za gorivo čim to bude moguće i Primatelj leasinga mora to potvrditi Davatelju leasinga preporučenom pošiljkom s povratnicom. Primatelj leasinga ostaje odgovoran za svo gorivo napunjeno tri radna dana nakon datuma kad je Davatelj leasinga obaviješten pisanim putem.

### B. Izdavanje računa

for the use of the replacement vehicle exactly for the period of use exceeding the period stipulated in the Contract on operative leasing according to the price list which is defined in the Lessor's Regulation on Fees.

### C. Lessee's securities

15.6. The Lessee undertakes to take into consideration the previously stated rules. For every request which does not ensue from the Contract on operative leasing, a separate invoice shall be issued.

### D Package option

15.7. The Lessor shall bear the costs of the following:

- replacement vehicle as defined in individual Contract on operative leasing,
- insurance with the franchise decrease in case of damage or theft,
- limited or unlimited mileage with respect to the period of use.

15.8. Exclusion - the Lessor shall never cover the following and, according to the stated facts, the mentioned costs shall be paid by the Lessee:

- chassis repairs below the franchise,
- special equipment costs (navigation, child car seat...)
- additional payments for additional or young drivers,
- vehicle delivery costs for over 30 km from the seat of the Lessor's contractual partner
- cost of additional kilometres.

15.9. Package replacement vehicle - "plus"

This package includes delivery of a replacement vehicle as a substitute for the vehicle within the scope of the Contract on operative leasing. The cost of the vehicle package and category shall be stated in the offer and in the Contract on operative leasing.

#### 15.9.1. Delivery terms

When the leased object cannot be used due to:

- regular service maintenance
- accident or fire,
- mechanical defect,
- theft.

In all such cases, the Lessee must submit all the documents by which he proves that the use of the leased object is not possible due to the one of the above stated reasons.

#### 15.9.2. Conditions of use

Delivery of a replacement vehicle is conditioned by the fact that the leased object cannot be used due to the reasons described in Item 15.9.1.

The Lessee exercises his right to use a replacement vehicle in the following periods and under the following conditions:

- one day during the regular service prescribed by the manufacturer,
- ten days in case of a mechanical defect,
- fifteen days in case of an accident or fire,
- thirty days in case of vehicle theft.

15.10. Package replacement vehicle - "number of days"

This option enables the Lessee to contract the option of using a particular vehicle category and type for a particular number of days against a flat fee, which he can use upon request according to his wish. The flat fee amount, number of days, vehicle category and type shall be stated in the offer and in the Contract on operative leasing.

## 16. Additional service - fuel card service

16.1. The Lessor shall provide the Lessee with cards which enable him to fill his petrol tank at the fuel sales network approved by the Lessor, without incurring an instant payment obligation. The choice of this service shall be indicated in the offer for each vehicle i.e. in the Contract on operative leasing, along with administrative costs and the corresponding fuel advance. The Lessee shall sign the special appendix to the General terms in which special conditions regulating the use of fuel cards prior to the delivery of fuel cards are defined.

16.2. The fuel advance is based on the average consumption per vehicle and contracted mileage. Each vehicle has a separate card for a selected oil company and a guide through the petrol stations in its network. In order to refuel the vehicle, the driver shall submit the mentioned card using a secret personal code.

### A. Card conditions of use

16.3. Cards are valid for a limited time period. They are renewed automatically when the Lessor sends them to the Lessee.

16.4. The Lessee must undertake all necessary steps in order to maintain secrecy of codes assigned to him. The oil company should be notified of a fuel card loss or theft as soon as possible and the Lessee must confirm this to the Lessor by registered mail with the return receipt. The Lessee remains responsible for all the fuel filling during the three working days following the date of notification of the Lessor in writing.

### B. Invoice issuance



16.5. Za gorivo se izdaje račun, zajedno s troškovima leasinga, i plaća se pod jednakim uvjetima. Davatelj leasinga će izračunati razliku između stvarne potrošnje i kupnji koje Primatelj leasinga plati tromjesečno ili u drugim rokovima kako to odredi Davatelj leasinga. Zbog ovog usklađivanja, Primatelj leasinga primit će izvješće o odobrenju ili račun. Detaljna lista napunjenog goriva priložit će se za svako vozilo s mjestom, datumom, količinom i vrstom goriva za svako punjenje goriva.

C. Proforma račun za gorivo

16.6. Za svako vozilo, predujem se izračunava na temelju prosječne mjesečne kilometraže, potrošnje i tipa goriva.

D. Prestanak usluge

16.7. U slučaju prestanka ugovora sklopljenih između Davatelja leasinga i naftne kompanije, Davatelj leasinga zadržava pravo promijeniti naftnu kompaniju ili ukinuti ovu uslugu što neće predstavljati osnovu za raskid Ugovora o operativnom leasingu od strane Primatelja leasinga. U tom slučaju, izvršit će se potrebna usklađenja predujmova ili povrata za gorivo.

## 17. Dodatna usluga - „Door to door“

17.1. U slučaju da je ugovorena usluga „door to door“, Primatelj leasinga ima pravo na usluge kako slijedi:

17.2. Usluga „door to door“ – osnovni paket

Navedena usluga uključuje preuzimanje i povrat predmeta leasinga u sljedećim slučajevima, a na zahtjev Primatelja leasinga:

- godišnji tehnički pregled i registracija vozila
- redovno održavanje vozila propisano od strane proizvođača
- sezonska zamjena pneumatika (ako je usluga uključena u ugovor o leasingu)

17.3. Usluga „door to door“ – prošireni paket

Navedena usluga uključuje preuzimanje i povrat predmeta leasinga u sljedećim slučajevima, a na zahtjev Primatelja leasinga:

- godišnji tehnički pregled i registracija vozila
- redovno održavanje vozila propisano od strane proizvođača
- sezonska zamjena pneumatika (ako je usluga uključena u ugovor o leasingu)
- izvanredno (prošireno) održavanje
- prijava štete (u slučaju kada je vozilo u voznom stanju i sigurno za korištenje)

17.4. Uvjeti korištenja:

- Usluga podrazumijeva preuzimanje vozila na adresi sjedišta Primatelja leasinga uz uvjet da je ista na području grada Zagreba, obavljanje usluge te povrat na adresu sjedišta Primatelja leasinga.
- Usluga se može koristiti samo za vozilo koje je predmet ugovora o leasingu u kojemu je navedena usluga uključena
- Primatelj leasinga u obvezi je najaviti korištenje usluge Davatelju leasinga 5 dana prije željenog termina korištenja pisanim putem (elektroničkom poštom) te je u obvezi samostalno pratiti termine za obavljanje tehničkog pregleda vozila te redovnog održavanja vozila.
- Primatelj leasinga u obvezi je predati vozilo Davatelju leasinga osigurano (obvezno i kasko osiguranje) te oslobođeno od svih vrijednih stvari.
- Usluga ne uključuje preuzimanje i povrat vozila za usluge: pranja vozila, provjeru tlaka u gumama, dolijevanja ulja ili AdBlue tekućine između redovnih servisnih intervala.

17.5. Troškovi isključeni iz usluge:

- Trošak goriva za vrijeme prijevoza vozila s ciljem izvršenja usluge
- Trošak zamjenskog vozila u slučaju prometne nezgode

## 18. Dodatna usluga - Usluga plaćanja troškova registracije vozila, tehničkog pregleda i poreza na cestovna motorna vozila

18.1. Ugovorne strane mogu ugovoriti, unutar opsega usluga operativnog leasinga, pružanje usluga plaćanja troškova registracije vozila, tehničkog pregleda vozila i ispunjavanje obveze plaćanja poreza na cestovna motorna vozila.

18.2. Usluga registracije vozila podrazumijeva plaćanje troškova registracije u smislu propisa o sigurnosti prometa na cestama i stjecanja prava na sudjelovanje u prometu na cestama. Kada je usluga registracije ugovorena, mjesečni obrok/najamnina uključuje troškove registracije koji se odnose na poslove stanica za tehnički pregled koji prethode registraciji ili produljenju valjanosti prometne dozvole, obrasce prometne dozvole, izdavanje prometne dozvole te obnavljanje valjanosti prometne dozvole, plaćanje naknada koje se pri registraciji plaćaju za korištenje cesta i okoliš te znakove valjanosti tehničkog pregleda.

18.3. Usluga tehničkog pregleda vozila podrazumijeva plaćanje troškova redovitog godišnjeg tehničkog pregleda s ispitivanjem ispušnih

16.5. An invoice is to be issued for fuel, along with the lease costs and it is paid under the same conditions. The Lessor shall compute the difference between the real consumption and the purchase paid by the Lessee on a quarterly basis or within any other time periods as determined by the Lessor. Due to this harmonisation, the Lessee shall receive a report on crediting or an invoice. A detailed list of filled fuel shall be enclosed for each vehicle indicating the place, date, quantity and the fuel type for every fuel filling.

C. A pro-forma fuel invoice

16.6. For each vehicle, an advance payment is calculated based on the average monthly mileage, consumption and the fuel type.

D Discontinuation of service

16.7. If the contract concluded between the Lessor and the oil company should end, the Lessor reserves the right to change the oil company or to cancel this service, which shall not constitute a reason for termination of the Contract on operative leasing by the Lessee. In such a case, necessary harmonisations of advances or fuel returns shall be made.

## 17. Additional service - "door to door"

17.1 In case when the service "door to door" is contracted, the Lessee is entitled to the following services:

17.2 Service "door to door" - main package

The mentioned service includes taking over and returning the leased object in the following cases, upon request by the Lessee:

- annual technical examination and vehicle registration
- regular vehicle maintenance prescribed by the manufacturer
- seasonal replacement of pneumatics (if this service is included in the Contract on operative leasing)

17.3. Service "door to door" - extended package

The mentioned service includes taking over and returning the leased object in the following cases, upon request by the Lessee:

- annual technical examination and vehicle registration
- regular vehicle maintenance prescribed by the manufacturer
- seasonal replacement of pneumatics (if this service is included in the Contract on operative leasing)
- extraordinary (extended) maintenance
- notice of claim (in case when the vehicle is in driving condition and safe for use)

17.4. Conditions of use:

- The service implies taking over the vehicle at the address of the Lessee's registered seat with condition that such is within Zagreb City area, rendering of service and return of the vehicle to the address of the Lessor's registered seat.
- The service can be used only for vehicles within the scope of the Lease Agreement in which the mentioned service is included.
- The Lessee is obliged to announce the use of the service to the Lessor 5 days prior to the desired time of use in writing (via electronic post) and he is obliged to monitor the dates for technical vehicle examinations and regular vehicle maintenance himself.
- The Lessee is obliged to hand over the vehicle to the Lessor insured (third party and comprehensive insurance) and free from any valuable items.
- The service does not comprise vehicle take over and return when it comes to vehicle washing, tyre pressure checking services, adding of oil or AdBlue liquid between regular service intervals.

17.5. Costs of service exclusion

- Fuel cost during the vehicle transport with the purpose of rendering the service
- The substitute vehicle cost in case of a traffic accident

## 18. Additional service - Service of cost coverage for vehicle registration, technical examination and tax on road motor vehicles

18.1. Within the scope of the operative leasing services, the Contracting Parties can agree on rendering of cost coverage service for vehicle registration, technical examination and fulfilling of the payment obligation related to the tax levied on road motor vehicles.

18.2. The vehicle registration service implies cost coverage for registration according to the regulation on safety of road traffic and acquiring of the right to participate in road traffic. Once the registration service has been contracted, the monthly instalment/rent includes registration costs relating to the work of technical examination stations which is performed before the registration or extension of the validity of the vehicle registration certificate and the vehicle registration certificate forms, issuing of the vehicle book and the vehicle registration certificate as well as renewal of the vehicle registration certificate, payment of fees due upon registration for the use of roads and the environment as well as marks of validity of the technical examination.

18.3. The vehicle technical examination service implies payment of costs of regular annual technical examination along with the

plinova motornih vozila u smislu propisa o sigurnosti prometa na cestama. Plaćanje troškova preventivnog i izvanrednog tehničkog pregleda vozila nije uključeni u uslugu. Primatelj leasinga je u svim slučajevima iz ovih Općih uvjeta odgovoran za ispunjavanje obveze pravovremenog podvrgavanja vozila redovitim tehničkim pregledima s ispitivanjem ispušnih plinova, preventivnim i izvanrednim tehničkim pregledima, ukoliko obveza na takve tehničke preglede proizlazi iz propisa o sigurnosti prometa na cestama prema namjeni vozila.

18.4. Usluga poreza na cestovna motorna vozila podrazumijeva ispunjavanje obveze na plaćanje troškova godišnjeg poreza na cestovna motorna vozila.

## 19. Dodatna usluga - ALD Pomoć na cesti

### 19.1. Temeljni pojmovi usluge Pomoć na cesti

19.1.1. Kvar je svaka mehanička, električna, elektronska ili hidraulična greška na vozilu koja vozilo čini nepokretnim ili ne dozvoljava daljnje korištenje vozila prema pravilima cestovnog prometa, a koja rezultira potrebom popravka na licu mjesta ili vučom vozila u ovlaštenu servis ili neko drugo mjesto odobreno od strane Davatelja leasinga za izvršenje potrebnih popravaka. Pojam uključuje nestanak goriva, neispravno gorivo, gubitak ili krađu ključeva vozila, neispravne pneumatike, kvarove prouzročene dodatnom opremom ugrađenom u radionici neovlaštenoj od strane proizvođača vozila, kvarove zbog alarmnog sustava.

19.1.2. Prometna nezgoda je svaki sudar, udarac u nepokretno ili pokretno tijelo, slijetanje s ceste, puknuće ili razbijanje stakla koje ima za posljedicu nepokretnost vozila ili ne dozvoljava daljnje korištenje vozila prema pravilima o sigurnosti cestovnog prometa, a koji rezultiraju potrebom popravka na licu mjesta ili vučom vozila u ovlaštenu servis ili neko drugo mjesto odobreno od strane Davatelja leasinga za izvršenje potrebnih popravaka.

19.1.3. Krađa je neovlašteno oduzimanje vozila od Primatelja leasinga sa ili bez provale te sa ili bez nasilnog djelovanja prema Primatelju leasinga. Primatelj leasinga u takvom slučaju mora policiji prijaviti događaj bez odgode, a najkasnije u roku od 48 sati od trenutka kada je primijetio da je događaj ostvaren te primjerak prijave dostaviti Davatelju leasinga.

19.1.4. Pokušaj krađe je svaki nasilni ulazak u vozilo ili oštećenje na vozilu koje ima za posljedicu nepokretnost vozila ili ne dozvoljava daljnje korištenje vozila prema pravilima o sigurnosti cestovnog prometa, a koji rezultiraju potrebom popravka na licu mjesta ili vučom vozila u ovlaštenu servis ili neko drugo mjesto odobreno od strane Davatelja leasinga za izvršenje potrebnih popravaka. Primatelj leasinga u takvom slučaju mora policiji prijaviti događaj bez odgode, a najkasnije u roku od 48 sati od trenutka kada je primijetio da je događaj ostvaren te primjerak prijave dostaviti u Davatelju leasinga.

19.1.5. Akt vandalizma je svako oštećenje na vozilu nastalo djelovanjem jedne ili više trećih osoba koje ima za posljedicu nepokretnost vozila ili ne dozvoljava daljnje korištenje vozila prema pravilima o sigurnosti cestovnog prometa, a koji rezultiraju potrebom popravka na licu mjesta ili vučom vozila u ovlaštenu servis ili neko drugo mjesto odobreno od strane Davatelja leasinga za izvršenje potrebnih popravaka. Primatelj leasinga u takvom slučaju mora policiji prijaviti događaj bez odgode, a najkasnije u roku od 48 sati od trenutka kada je primijetio da je događaj ostvaren te primjerak prijave dostaviti Davatelju leasinga.

19.1.6. Događaj u smislu ovih Općih uvjeta podrazumijeva nepokretnost vozila ili ne dozvoljava daljnje korištenje vozila prema pravilima o sigurnosti cestovnog prometa koji je rezultat nekih od prethodno posebno opisanih događaja (kvar, prometna nezgoda, krađa, pokušaj krađe, akt vandalizma).

19.1.7. Sjedište je adresa sjedišta Primatelja leasinga ili njegove podružnice gdje se pretežito koristi vozilo u odnosu na koje je uključena usluga.

19.1.8. Limiti su maksimalni iznosi pokrića troškova po usluzi pomoć na cesti koje Davatelj leasinga preuzima o svom trošku. Svi iznosi limita pokrića troškova iskazani su u bruto vrijednosti s već uključenim važećim porezom na dodanu vrijednost. Ukoliko nije drugačije ugovoreno, limiti se uvijek odnose na ukupnu vrijednost pokrića za svaku pojedinu uslugu pomoći na cesti vezanu za pojedini slučaj, uključujući vozače i sve putnike u vozilu.

19.1.9. Preuzimatelj je osoba ovlaštena od strane Davatelja leasinga za manipuliranje vozilom radi transporta od mjesta nastanka događaja do mjesta popravka ili drugog mjesta na koje se vozilo ima dopremiti u smislu ove usluge, a temeljem uputa izdanih od Davatelja leasinga.

### 19.2. Opis usluge ALD Pomoć na cesti

#### 19.2.1. Opći uvjeti usluge ALD Pomoć na cesti

Primatelju leasinga koji je u ugovor o operativnom leasingu uključio uslugu Pomoć na cesti pružaju se niže opisane usluge maksimalno za

examination of exhaust gases of motor vehicles pursuant to regulations on road traffic safety. Payment of costs of the preventive and extraordinary vehicle technical examination is not included in the service. The Lessee is in all cases covered by these General terms responsible for meeting the obligation of prompt submission of the vehicle to regular technical examinations along with examinations of exhaust gases, preventive and extraordinary technical examinations, if the obligation to such technical examination is prescribed by regulations on road traffic safety according to the designated purpose of the vehicle.

18.4. Road motor vehicle tax service implies meeting of the obligation to pay costs of the annual tax levied on road motor vehicles.

## 19. Additional service - ADL road assistance

### 19.1. Basic terms of the road assistance service

19.1.1. Failure is any mechanical, electrical, electronic or hydraulic defect on the vehicle, which renders it immovable and it prevents its further use according to the road traffic regulations, and which results in the need to make repair on the spot or to tow the vehicle to the authorised car service centre or some other place approved by the Lessor in order to carry out necessary repairs. The term includes lack of fuel, wrong fuel, loss or theft of car keys, defective pneumatics, defects caused by additional equipment mounted at a workshop which is not authorised by the vehicle manufacturer, defects due to the alarm system.

19.1.2. Traffic accident is any vehicle crash, hitting an immovable or movable body, skidding from the road, glass rupture or breaking which renders the vehicle immovable and prevents its further use according to the road traffic regulations, and which results in the need to make repair on the spot or to tow the vehicle to the authorised car service centre or some other place approved by the Lessor in order to carry out necessary repairs.

19.1.3. Theft is taking the vehicle away from the Lessee in an unauthorised way either with or without breaking in and with or without violent actions directed towards the Lessee. In such cases the Lessor must report the event without delay, however, within 48 hours from the moment of noticing that the event took place at the latest. He must deliver a copy of the notification to the Lessor.

19.1.4. A theft attempt is any violent entry in the vehicle or damage inflicted on the vehicle which renders the vehicle immovable and prevents its further use according to the road traffic regulations, and which results in the need to make repair on the spot or to tow the vehicle to the authorised car service centre or some other place approved by the Lessor in order to carry out necessary repairs. In such a case, the Lessor must report the event without delay, however within 48 hours from the moment of noticing that the event took place at the latest. He must deliver a copy of the notification to the Lessor.

19.1.5. An act of vandalism is any damage inflicted on the vehicle caused by one or several third persons which renders the vehicle immovable and prevents its further use according to the road traffic regulations, and which results in the need to make repair on the spot or to tow the vehicle to the authorised car service centre or some other place approved by the Lessor in order to carry out necessary repairs. In such cases the Lessor must report the event without delay, however, within 48 hours from the moment of noticing that the event took place at the latest. He must deliver a copy of the notification to the Lessor.

19.1.6. An event under these General Business Terms and Conditions implies vehicle immovability or it prevents its further use according to the road traffic regulations as a result of any of the previously described events (failure, traffic accident, theft, theft attempt, act of vandalism).

19.1.7. Registered seat is the address of the Lessor or his branch office where the vehicle for which the service is rendered is predominantly used.

19.1.8. Limits are maximum coverage amounts per road assistance service which the Lessor undertakes. All amounts of cost coverage are expressed in gross amounts with already included applicable value added tax. If not otherwise agreed, the limits always refer to the total coverage value for each individual road assistance service related to an individual case, including the driver and all passengers in the vehicle.

19.1.9. Car transport agent is a person authorised by the Lessor to manipulate the vehicle in order to transport it from the place where the event took place to the place of repair or some other place to which the vehicle should be transported within the scope of this service based on instructions issued by the Lessor.

### 19.2. Service description ADL road assistance

#### 19.2.1. General service terms and conditions ADL road assistance

The Lessee who included the service "road assistance" in his Contract on operative leasing can take advantage of the below described services for maximally 4 (four) events a year during the entire term of

4 (četiri) događaja godišnje tijekom cijelog trajanja ugovora o operativnom leasingu s ugovorenom uslugom Pomoć na cesti.

#### 19.2.1.1. Osobe pokrivenne uslugom ALD Pomoć na cesti

Uslugom ALD Pomoć na cesti obuhvaćeni su:

- vozač vozila,
- putnici u vozilu ukoliko njihov broj ne prelazi broj putnika upisan u prometnoj dozvoli vozila i ukoliko su se u vozilu prevozili bez naknade,
- preuzimatelj odnosno svaki vozač dostavljača ili ugovorne kompanije ovlaštene od strane Davatelja leasinga da vozilo preveze između dvije lokacije,
- osoba zaposlena kod Davatelja leasinga

#### 19.2.1.2. Vozila pokrivena uslugom ALD Pomoć na cesti

Uslugom ALD Pomoć na cesti obuhvaćena su osobna vozila korištena za prijevoz ljudi ili stvari, težine koja ne prelazi 3,5 tone, pod leasing ugovorom s Davateljem leasinga i registrirana u Hrvatskoj.

#### 19.2.1.3. Teritorijalno područje primjene usluge ALD Pomoć na cesti

Usluga ALD Pomoć na cesti pruža se na teritoriju sljedećih država: Andora, Belgija, Bugarska, Bosna i Hercegovina, Estonija, Danska, Njemačka, Finska, Francuska, Gibraltarska, Grčka, Velika Britanija, Irska, Italija, Srbija i Crna Gora, Hrvatska, Latvija, Lihtenštajn, Litva, Luksemburg, Malta, Maroko, Nizozemska, Norveška, Austrija, Poljska, Portugal, Republika San Marino, Rumunjska, Švedska, Švicarska, Španjolska (kontinentalna), Slovačka Republika, Slovenija, Češka Republika, Turska (europski dio), Mađarska, Ukrajina, Vatikan, Rusija, Cipar, Makedonija, Kosovo.

19.2.2. Usluge u slučaju kvara, prometne nezgode, krađe, pokušaja krađe, vandalizma

Prilikom pružanja usluge ALD Pomoć na cesti, Davatelj leasinga se obvezuje u najvećoj mogućoj mjeri cijeliti značaj proizvođača vozila Primatelja leasinga.

#### 19.2.2.1. Organizacija popravka na licu mjesta

Kvarovi i manja oštećenja na vozilu primarno se otklanjaju intervencijom na mjestu događaja, kada god je to moguće i da pritom ne utječe na realizaciju daljnjih prava po jamstvu proizvođača vozila, a usluga traje ne dulje od 1 (jednog) sata. Trošak takve intervencije ne tereti Primatelja leasinga koji koristi uslugu.

#### 19.2.2.2. Vuča vozila

Ukoliko se vozilo koje je pokriveno uslugom ALD Pomoć na cesti ne može popraviti na mjestu događaja, organizirat će se vuča vozila:

- do najbližeg ovlaštenog servisa proizvođača vozila radi otklanjanja kvara,
- u slučaju prometne nezgode, do najbližeg ovlaštenog servisa proizvođača vozila s limarskom radionicom, odnosno ukoliko je bliže po udaljenosti, do najbližeg limarskog servisa odobrenog od strane Davatelja leasinga,
- u slučajevima oštećenja na limariji, staklu i gumama, do najbližeg ovlaštenog servisa proizvođača vozila, odnosno ukoliko je bliže po udaljenosti, do najbliže specijalizirane servisne radionice odobrene od strane Davatelja leasinga.

Usluga vuče vozila uključuje izvlačenje vozila na cestu radi omogućavanja vršenja vuče. Usluga isključuje slučajeve probušene gume i neispravnog goriva.

Limit za vuču vozila iznosi 200,00 EUR u Hrvatskoj odnosno 300,00 EUR u inozemstvu na području teritorijalne primjene usluge. Trošak takve intervencije do iznosa limita ne tereti Primatelja leasinga koji koristi uslugu.

#### 19.2.2.3. Povratak vozila unutar Hrvatske

Kada je vozilo popravljeno unutar Hrvatske, Davatelj leasinga organizira prijevoz Primatelja leasinga radi preuzimanja popravljenog vozila, prema sljedećim odredbama: - ukoliko je udaljenost između sjedišta/prebivališta i mjesta popravka vozila unutar 50 km, koristi se taksi prijevoz, - ukoliko je udaljenost između sjedišta/prebivališta i mjesta popravka vozila veća od 50 km, koristi se prijevoz vlakom ili autobusom.

#### 19.2.2.4. Organizacija slanja rezervnih dijelova unutar Hrvatske i u inozemstvu

Ukoliko nije moguće pribaviti rezervne dijelove potrebne za popravak vozila pokrivenog ovom uslugom u zemlji gdje je nastupio događaj, Davatelj leasinga se obvezuje pružiti maksimalan napor radi pribave potrebnih dijelova u tuzemstvu te njihove dostave u servis gdje se vozilo nalazi. Nema odgovornosti Davatelja leasinga za ispunjenje ove obveze ukoliko proizvođač vozila više ne proizvodi potreban dio ili u slučaju nedostupnosti rezervnih dijelova zbog više sile.

Troškove rezervnih dijelova i popravka kao i provjere raspoloživosti, pakiranja, carine i slanja i dostave rezervnih dijelova preuzima Davatelj leasinga. Ukoliko trošak rezervnih dijelova i popravka vozila prelazi

the Contract on operative leasing with the contractually agreed "road assistance".

#### 19.2.1.1. Persons covered by the service ADL road assistance

The service "ADL road assistance" includes:

- vehicle driver,
- passengers in the vehicle if their number does not exceed the number entered in the vehicle registration certificate and if they were transported in the vehicle free of charge,
- the car transport agent i.e. any driver of the supplier or the contracted company authorised by the Lessor to transport the vehicle from one location to another,
- person employed with the Lessor.

#### 19.2.1.2. Vehicles covered by the service ADL road assistance

The service ADL road assistance includes personal vehicles used for transport of people and objects whose weight does not exceed 3.5 tons, under the leasing contract concluded with the Lessor and registered in Croatia.

#### 19.2.1.3. Territory on which the service ADL road assistance applies

The service ADL road assistance is rendered on the territory of the following countries: Andorra, Belgium, Bulgaria, Bosnia and Herzegovina, Estonia, Denmark German, Finland, France, Gibraltar, Greece, Great Britain, Ireland, Italy, Serbia and Montenegro, Croatia, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Morocco, Netherlands, Norway, Austria, Poland, Portugal, Republic of San Marino, Romania, Sweden, Switzerland, Spain (continental), Republic Slovakia, Slovenia, Check Republic, Turkey (European part), Hungary, Ukraine, Vatican, Russia, Cyprus, Macedonia, Kosovo.

19.2.2. Services in case of failure, traffic accident, theft, theft attempt, vandalism

When rendering the service ADL road assistance, the Lessor is obliged to respect the significance of the manufacturer of the Lessor's vehicles to the greatest possible extent.

#### 19.2.2.1. Organisation of on-the-spot repairs

Failures and minor vehicle defects are primarily removed by interventions on the spot whenever this is possible and when this does not affect the exercise of further rights based on the vehicle manufacturer's warranty and the service does not last longer than 1 (one) hour. The cost of such an intervention is not borne by the Lessee who is using the service.

#### 19.2.2.2. Vehicle towing

If the car which is covered by the ALD road assistance service cannot be repaired on the spot, car towing shall be organised:

- up to the nearest manufacturer's authorised car service centre in order to remove the defect;
- in case of a traffic accident, up to the nearest authorised car service centre with a sheet-metal shop, i.e. if it is nearer, up to the nearest sheet-metal shop authorised by the Lessor;
- in case of damaged sheet metal parts, glass or tyres, to the nearest manufacturer's authorised car service centre, i.e. if it is nearer, up to the nearest specialised car service centre approved by the Lessor.

Vehicle towing services include pulling the vehicle to the road in order to enable its towing. The service does not comprise the cases of flat tyre and wrong fuel.

The limit for vehicle towing amounts to EUR 200.00 in Croatia i.e. EUR 300.00 abroad on the territory on which the service is rendered. The cost of such an intervention up to the limit amount is not borne by the Lessee who is using the service.

#### 19.2.2.3. Return of vehicle to Croatia

When the vehicle is repaired within Croatia, the Lessor organises the Lessee's transport in order for him to take over the repaired vehicle, according to the following provisions: - if the distance between the seat/residence and the vehicle repair location is under 50 km, taxi transport is used, - if the distance between the seat/residence and the vehicle repair location exceeds 50 km, train or bus transport is used.

#### 19.2.2.4. Organisation of spare parts dispatch within Croatia and abroad

Should it not be possible to obtain all spare parts needed for the repair of a vehicle covered by this service in the country in which the event occurred, the Lessor undertakes to make maximum effort in order to obtain necessary parts in his country and to deliver them to the car service centre to which the vehicle has been brought. The Lessor is not responsible for fulfilment of this obligation if the vehicle manufacturer does not produce the necessary part any longer or if the spare parts are not accessible due to the force majeure.

The cost of spare parts and repairs as well as checking of availability, packing, customs and sending and delivery of spare parts are borne by the Lessor. Should the cost of spare parts and vehicle repair exceed



150,00 €, potrebno je zatražiti prethodno odobrenje Davatelja leasinga za provedbu popravka, jer u protivnom trošak popravka neće biti plaćen.  
19.2.2.5. Pretpostavka da vozilo ne može biti popravljeno unutar jednog dana i mjesto popravka je udaljeno manje od 50 km od mjesta sjedišta (povratak kući)

Davatelj leasinga organizira povratak korisnika taksijem na adresu sjedišta Primatelja leasinga.

19.2.2.6. Pretpostavka da vozilo ne može biti popravljeno unutar jednog dana i mjesto popravka je udaljeno više od 50 km od mjesta sjedišta - povezivanje prijevoza

Davatelj leasinga će organizirati prijevoz korisnika od mjesta nastanka događaja do najbližeg mjesta od kuda korisnik može nastaviti svoje putovanje ili se vratiti kući (npr. željeznička stanica, zračna luka, rent-a-car poslovnica, itd.) ili mjesta gdje mogu biti smješteni, ukoliko je odabrana takva opcija.

Davatelj leasinga snosi sve troškove koji proizlaze iz osiguranja prijevoza korisnika između dva zamjenska prijevozna sredstva, ili između smještaja i prijevoznog sredstva do limita od 70,00 EUR.

Klijent može birati između tri opcije, koje se međusobno isključuju, kako slijedi:

19.2.2.6.1. Opcija 1: Smještaj u Hrvatskoj ili inozemstvu do kraja popravka vozila

Ukoliko se na temelju raspoloživih okolnosti može zaključiti kako nije vjerojatno da će vozilo biti popravljeno unutar jednog dana te ukoliko korisnik to želi, organizirat će se i platiti smještaj s limitom do 50,00 EUR u Hrvatskoj i do 75,00 EUR u inozemstvu po pojedinom korisniku (uključuje troškove smještaja i doručka), unutar ograničenja broja sjedećih mjesta vozila navedenog u prometnoj dozvoli, a maksimalno za jedno noćenje po korisniku u Hrvatskoj i 3 noćenja u inozemstvu.

19.2.2.6.2. Opcija 2: Nastavak putovanja

Nastavak putovanja organizira se javnim prijevozom, i to unutar teritorija Republike Hrvatske vlakom ili autobusom (ekonomski razred). Za slučajeve izvan teritorija Republike Hrvatske, ukoliko put vozilom ili sredstvima javnog cestovnog prijevoza traje dulje od 4 sata, organizira se prijevoz zrakoplovom (zrakoplovna karta ekonomske klase).

19.2.2.6.3. Opcija 3: Zamjensko vozilo

Zamjensko vozilo se osigurava za vrijeme trajanja popravka vozila, ali ne dulje od 2 dana za popravke u Hrvatskoj i 3 dana za popravke u inozemstvu, uz limit vrijednosti korištenja zamjenskog vozila 75,00 EUR po danu.

19.2.2.7. Repatrijacija vozila - povratak vozila iz inozemstva

Ukoliko vozilo može biti popravljeno, a vrijeme potrebno za popravak prelazi 3 dana, Davatelj leasinga će organizirati povratak vozila od mjesta gdje se ono nalazi od servisa što je bliže moguće sjedištu Primatelja leasinga, uz limit usluge do 600,00 EUR.

Ukoliko vozilo može biti popravljeno unutar 3 dana, Davatelj leasinga će organizirati i snositi troškove puta preuzimatelju za povratak popravljenog vozila u iznosu do ukupno 250,00 EUR. Pokriće troškova preuzimatelju za povratak popravljenog vozila uključuju troškove karte za vlak (1. razred) ili autobus, a ukoliko putovanje, prethodno navedenim sredstvima javnog cestovnog prometa traje duže od 4 sata, u tom slučaju ima pravo na zrakoplovnu kartu ekonomske klase.

19.2.3. Usluge u slučaju nestanka goriva

U slučaju nestanka goriva Davatelj leasinga će opskrbiti primatelja količinom goriva dostatnom da se primatelj dovede do najbliže benzinske postaje. Davatelj leasinga pokriva troškove (bez ograničenja) prijevoza goriva do lokacije vozila. Primatelj leasinga snosi trošak dostavljenog goriva.

19.2.4. Usluge u slučaju gubitka, krađe ili oštećenja ključeva

U slučaju gubitka, krađe ili oštećenja ključeva vozila, Davatelj leasinga će organizirati prijevoz zamjenskih ključeva na mjesto događaja. Trošak prijevoza osobe koja je zadužena za popravak snosi Davatelj leasinga do iznosa do 200,00 EUR. Primatelj leasinga je obvezan platiti troškove popravka i dostave dodatnih ključeva.

19.2.5. Usluge u slučaju kvara zbog neodržavanja vozila

Ukoliko je kvar vozila uzrokovan neodržavanjem vozila prema kilometraži ili uputama proizvođača vozila, Davatelj leasinga ostvaruje pravo na naplatu ukupno nastalih troškova po uslugama ALD Pomoć na cesti po svakom takvom događaju.

19.3. Isključenje usluge ALD Pomoć na cesti

19.3.1. Ukoliko se za zahtjev za pružanjem usluge utvrdi da je izravna posljedica jednog od niže navedenih događaja, Davatelj leasinga nije u obvezi pružanja usluge Primatelju leasinga i/ili korisnicima niti je u obvezi plaćanja bilo kakvih troškova:

1. Oštećenja ili gubici izravno ili neizravno prouzročeni ratom, okolnostima sličnim ratu, građanskim ratom, lokalnim javnim nemirima ili službenim dekretima ili krađom.

EUR 150,00, prior approval by the Lessor shall be obtain in order to carry out repairs, otherwise the repair cost shall not be paid.

19.2.2.5. The assumption that the vehicle can be repaired within one day and that the repair location is under 50 km away from the seat (return home)

The Lessor organises the return of the user by taxi to the address of the Lessee's registered seat.

19.2.2.6. The assumption that the vehicle can be repaired within one day and that the repair location is over 50 km away from the seat Linking of transport

The Lessor shall organise transport for the user from the location on which the event occurred to the nearest place from which the user can continue his journey or return home (e.g. railway station, airport, rent-a-car branch office, etc.) or to a place where he can be accommodated, should this option be chosen.

The Lessor bears the costs arising from the user's transport insurance between two substitute transport vehicles or between the accommodation and the transport vehicle up to the limit of EUR 70.00. The client can choose between three options which are mutually exclusive, as follows:

19.2.2.6.1. Option 1: Accommodation in Croatia or abroad until the end of the vehicle repair

If based on the available circumstances it can be concluded that it is not probable that the vehicle will be repaired within one day and if the user expresses such a desire, accommodation shall be organised and paid with the limit of up to EUR 50.00 in Croatia and EUR 75.00 abroad per single user (this includes accommodation and breakfast costs) within the limit of the number of passengers' seats in the vehicle as indicated in the vehicle registration certificate, maximally for one overnight per user in Croatia and 3 oversights abroad.

19.2.2.6.2. Option 2: Journey continuation

The continuation of a journey is organised via public transport by train or bus on the territory of the Republic of Croatia (economy class). For cases outside the territory of the Republic of Croatia, if the length of a journey by the vehicle or by means of public road transport exceeds 4 hours, air transport shall be organised (economy class flight ticket).

19.2.2.6.3. Option 3: Substitute vehicle

A substitute vehicle is ensured for the period of duration of the vehicle repair, however, not longer than 2 days for repairs in Croatia and 3 days for repairs abroad, with the value limit for the use of a substitute vehicle amounting to EUR 75.00 per day.

19.2.2.7. Vehicle repatriation - vehicle return from abroad

If a vehicle can be repaired, and the time period needed for repair does not exceed 3 days, the Lessor shall organise vehicle return from its current location to the car service centre as near as possible to the Lessee's registered seat, whereby the service limit amounts to EUR 600.00.

If a vehicle can be repaired within 3 days, the Lessor shall organise and bear costs of the journey undertaken by the car transport agent in order for him to return the repaired vehicle up to the total amount of EUR 250.00. Cost coverage for the car transport agent for the return of the repaired vehicle includes costs of a train ticket (first class), and if the length of the journey exceeds 4 hours by the previously stated means of public road transport, in such a case he is entitled to an economy class flight ticket.

19.2.3. Services in case of lack of fuel

In case of lack of fuel, the Lessor shall supply the Lessee with the fuel quantity sufficient for the Lessee to drive to the nearest petrol station. The Lessor covers the costs (without limitation) of the fuel transportation up to the vehicle location. The Lessee bears the cost of the delivered fuel.

19.2.4. Services in case of key loss, theft or damage

In case of loss, theft or damage of the vehicle keys, the Lessor shall organise transport of the spare keys to the location. The cost of transport of the person in charge of repair is borne by the Lessor up to the amount of EUR 200.00. The Lessee is obliged to pay costs of repair and delivery of spare keys.

19.2.5. Services in case of failure due to non maintaining of the vehicle

If the vehicle failure is caused by non maintaining the vehicle according to the mileage or instructions by the vehicle manufacturer, the Lessor exercises his right to collect the totally incurred costs based on ALD road assistance services for each such event.

19.3. Exclusion of the service ADL road assistance

19.3.1. Should it be found that the request for rendering of a service is a direct consequence of one or below listed events, the Lessor is neither obliged to provide the service to the Lessee and/or users nor is he obliged to pay any of the costs:

1. Damage or losses directly or indirectly caused by war, circumstances similar to the war, civil war, instances of local public unrest, official decrees or theft.

2. Nadoknada ili bilo kakva pravna odgovornost ukoliko je izravno ili neizravno u cijelosti ili dijelom prouzročena jednom od sljedećih okolnosti:

- ionska radijacija ili radioaktivna kontaminacija iz nuklearnog goriva
- radioaktivne, toksične ili druge opasne tvari eksplozivna, nuklearne elektrane ili njihovih dijelova
- gubitak, uništenje ili oštećenje uzrokovano udarnim valovima zrakoplova ili drugih raketa leteći brzinom zvuka ili supersonično automobilističke utrke, skupovi, testiranja brzine i trajnosti ili bilo kakav trening i pripreme u vezi s istim
- nesreće ili ozljede uzrokovane namjernim kršenjem ili nepridržavanjem zakona zemlje gdje se Primatelj nalazi na putu
- nerazmjerno loše vrijeme, kao što su primjera radi poplave ili uragani
- oštećenja ili ozljede uzrokovane namjerno od strane Primatelja leasinga ili uzrokovane njegovim sudjelovanjem u kriminalnim radnjama ili kršenju zakona
- ukoliko Primatelj leasinga sam organizira jednu od usluga navedenih u Ugovoru, bez dobivenog odobrenja od strane Davatelja leasinga
- vozilo Primatelja nije u adekvatnom stanju za korištenje u prometu
- svi troškovi uzrokovani kvarom ili prometnom nesrećom vozila starijeg od 10 godina.
- Vozilo Primatelja leasinga se koristi za potrebe taksi službe, rent-a-cara, vozačke škole

19.3.2. Davatelj leasinga ne snosi odgovornost za bilo kakve gubitke, izravne ili neizravne, nastale zbog nepokretnosti vozila koje je predmet pružanja usluge.

## 20. Izmjena ugovora

20.1. Ugovor o operativnom leasingu se može izmijeniti sporazumno na traženje Primatelja leasinga ili jednostrano od strane Davatelja leasinga prema pravilima definiranim u ovim Općim uvjetima.

20.2. Svaka izmjena Ugovora o operativnom leasingu vrši se uzimajući u obzir sve sastojke posla operativnog leasinga, a osobito vrijednost objekta leasinga, ukupni iznos naknada, iznos, broj i rokove plaćanja pojedinih obroka, kalkuliranu kilometražu, ostatak vrijednosti objekta leasinga te vrijeme trajanja ugovora, a to prema njihovim vrijednostima u trenutku vršenja izmjene.

20.3. Izmijenjeni Ugovor o operativnom leasingu se primjenjuje od prvog dana mjeseca koji dolazi iza mjeseca u kojemu se izmjena vrši. Negativnu razliku u vrijednosti tih sastojaka posla kroz cijelo razdoblje od početka ugovora pa do primjene izmjene Primatelj leasinga se obvezuje platiti na temelju odgovarajuće sačinjenog računa. Pozitivnu razliku u vrijednosti tih sastojaka posla kroz cijelo razdoblje od početka ugovora pa do primjene izmjene Primatelj leasinga ostvaruje na temelju odgovarajuće sačinjenog knjigovodstveno podobnog odobrenja.

20.4. Davatelj leasinga može u smislu ovih Općih uvjeta jednostrano izmijeniti sve sastojke posla operativnog leasinga u mjeri u kojoj je to potrebno radi zaštite svojih opravdanih ekonomskih interesa, a osobito kada se na tržištu izmijene financijska i javna davanja koja su uključena u izračun mjesečne leasing naknade, kada se promijene troškovi tehničkog pregleda, registracije i cestarine, kada se promijene bitne karakteristike vozila koje je objektom ugovora, kada se utvrdi prekoračenje ili neispunjenje ugovorene kilometraže te kada se promijeni opseg usluga. U slučaju takve jednostrane izmjene Primatelj leasinga se obvezuje potpisati ispravu o izmjeni Ugovora. Propust Primatelja leasinga na pristupanje potpisu isprave o izmjeni Ugovora bitna je povreda Ugovora te je temelj Davatelju leasinga za činjenje izjave o raskidu ugovora bez otkaznog roka i bez ostavljanja Primatelju leasinga naknadnog primjerenog roka za pristupanje potpisivanju isprave o izmjeni ugovora.

20.5. Prva učinjena izmjena ugovora prema pravilima definiranim ovim Općim uvjetima vrši se bez obračuna naknade administrativnih troškova odnosno izmjene. Bilo koja naknadna izmjena ugovora o operativnom leasingu može se naplatiti u iznosu definiranom u odgovarajućem aktu Davatelja leasinga koji definira obračun i plaćanje naknada Davatelju leasinga.

## 21. Otkaz ugovora

21.1. Primatelj leasinga ne može otkazati Ugovor o operativnom leasingu tijekom prvih dvanaest (12) mjeseci njegovog važenja. Nakon isteka odnosno početnog vremena važenja Ugovora o operativnom leasingu, Primatelj leasinga može otkazati Ugovor u svako doba.

21.2. Izjava o otkazu se čini u skladu s pravilima o razmjerni obavijesti temeljem ovih Općih uvjeta. Izjava o otkazu proizvodi pravni učinak po isteku otkaznog roka u trajanju od 30 (slovima trideset) dana računajući

2. Compensation or any legal responsibility if it is directly or indirectly, totally or partially caused by one of the following circumstances:

- ionic radiation or radioactive contamination from nuclear fuel
- radioactive, toxic or other hazardous substances produced by explosion, nuclear plant or its parts
- loss, destruction or damage caused by the hitting waves of an aircraft or some other rockets which fly at the speed of sound or supersonic
- car races, gatherings, testing of speed and durability or any other training and preparations related to it
- accidents or injuries caused by intentional violation or non adherence to the law of the country in which the Lessee is travelling
- disproportionately bad weather such as floods or hurricane
- damages or injuries caused intentionally by the Lessee or caused by his participation in criminal actions or by law violation
- if the Lessee himself organises one of services stated in the Contract without receiving Lessor's approval
- the Lessee's vehicle is not in a suitable condition to be used in traffic
- all costs caused by a failure or traffic accident of a vehicle which is more than 10 years old
- the Lessee's vehicle is being used to provide taxi, rent-a-car, driving school services

19.3.2. The Lessor does not bear any responsibility for any losses, either directly or indirectly, incurred due to the immobility of the vehicle which falls within the scope of this service.

## 20. Contract modification

20.1. The Contract on operative leasing can be modified mutually upon Lessee's request or unilaterally by the Lessor according to the rules defined in these General terms.

20.2. Each modification to the Contract on operative leasing is undertaken considering all constituent parts of an operative leasing transaction, and especially the value of the leasing object, the total of leasing fee instalments, payment amount, number and terms for each individual instalment, calculated mileage, residual value of the leasing object as well as the contract term, according to the value thereof at the moment when the change is being made.

20.3. Modified Contract on operative leasing comes into force on the first day of the month after the month in which the modification is made. Negative difference in the value of such constituent parts of an operative leasing transaction throughout entire period from the contract activation up to application of contract modification the Lessee is obliged to pay according to correspondingly issued invoice. Positive difference in the value of such constituent parts of an operative leasing transaction throughout entire period from the contract activation up to application of contract modification the Lessor will credit to Lessee according to valid credit note.

20.4. The Lessor may in line with these General terms unilaterally modify all constituent parts of an operative leasing transaction in the volume which is needed to protect his justifiable economic interests, and especially when are financial conditions and public payment obligations which are included in monthly instalment amended, when cost of technical inspection, registration and road fee are amended, when substantial characteristics of the leasing object are amended, when contracted mileage has been exceeded or not reached and when the content of the services is changed. In case of such unilateral contract modification Lessee is obliged to sign the document on contract modification. Default of the Lessee on signing the contract modification document is substantial breach of the Contract and is a valid ground to the Lessor for Contract termination without notice period and without enabling to the Lessee additional appropriate term for accessing to contract modification document signing.

20.5. First contract modification according to the rules defined by this General terms shall be made without charging the Lessee for the administrative costs of such modification. Any other additional contract modification may be charged in the amount defined by respected document of the Lessor which defines calculation and payment of the fees.

## 21. Contract cancellation

21.1. The Lessee is not entitled to cancel Contract on operative leasing during the first twelve (12) months of its validity. After expiration of stated initial period of Contract on operative leasing, the Lessee is entitled to cancel the Contract in any time.

21.2. Cancellation statement is to be made in line with the rules on exchange of notifications of this General terms. Statement on cancellation creates legal effect after expiration of notice period lasting

od dana u koji je uručena Davatelju leasinga, s tim da temeljem nje Ugovor o operativnom leasingu prestaje zaključno s istekom posljednjeg dana mjeseca u kojemu istječe otkazni rok.

21.3. Davatelj leasinga ima pravo otkazati Ugovor o operativnom leasingu u svako doba i po svojoj diskrecijskoj odluci te bez otkaznog roka, a osobito u svakoj situaciji kada bi se iz statusnih ili poslovnih prilika na strani Primatelja leasinga moglo opravdati zaključiti kako održavanje Ugovora može naštetiti poslovnim interesima Davatelja leasinga, primjera radi i bez ograničavanja na slučajeve:

- kada Primatelj leasinga prestane imati svoje sjedište ili prebivalište u Republici Hrvatskoj,
- kada se utvrdi da je Primatelj leasinga naveo pogrešne podatke prilikom sklapanja Ugovora o operativnom leasingu, ili na zahtjev Davatelja leasinga ne dostavi podatke potrebne za upravljanje poslovnim odnosom,
- kada se ekonomska situacija Primatelja leasinga pogorša u mjeri koja dovodi u pitanje uredno ispunjavanje obveza iz Ugovora o operativnom leasingu,
- kada se protiv Primatelja leasinga predloži i/ili pokrene predstečajni, stečajni ili likvidacijski postupak te ako u postupku naplate izdanih instrumenata osiguranja prigovori osnovanosti naplate,
- kada se događaji identificirani u ovom članku Općih uvjeta ostvare kod treće osobe koja je jamčila za Primatelja leasinga za ispunjenje njegovih obveza ili za koju je Primatelj leasinga jamčio u ispunjenju njenih obveza.

21.4. Davatelj leasinga je od dana učinjenog otkaza oslobođen svake daljnje obveze temeljem otkazanog ugovora, dok Primatelj leasinga ostaje u obvezi zaključno do posljednjeg dana mjeseca u kojemu je ugovor otkazan.

21.5. Nakon prestanka Ugovora temeljem njegovog otkaza, bilo da je učinjen od strane Primatelja leasinga odnosno Davatelja leasinga, Primatelj leasinga se obvezuje Davatelju leasinga platiti jednokratnu naknadu u visini utvrđenoj prema pravilima definiranim ovim Općim uvjetima za obračun ugovora iz članka 23., a) "Konačni obračun Ugovora kod prijevremenog prestanka. Obračun naknade za prijevremeni prestanak Ugovora o operativnom leasingu".

## 22. Raskid zbog kršenja ugovora

22.1. Svaka Ugovorna strana može raskinuti Ugovor o operativnom leasingu prema pravilima zakona koji uređuje obvezne odnose bez otkaznog roka ukoliko druga strana bitno prekrši odredbe Ugovora. Stranke su suglasne da su dužne odgovarajuće pismeno upozoriti drugog ugovornog partnera na kršenje Ugovora. Ukoliko nakon učinjenog upozorenja Ugovorni partner ne uskladi svoje postupanje s ugovorenim odredbama ili ponovno prekrši ugovor u bilo kojem smislu, Ugovor će se smatrati raskinutim upućivanjem izjave o raskidu učinjenom nakon propusta Ugovornog partnera na postupanje u skladu s upozorenjem ili nakon ponovljenog kršenja u skladu s pravilima o razmjeni obavijesti iz ovih Općih uvjeta.

22.2. Ukoliko povredu ugovora čini Primatelj leasinga propuštanjem vršenja dužnih plaćanja, isti je suglasan da Davatelj leasinga ima pravo obustaviti pružanje bilo koje dodatno ugovorene usluge na koju je obavezan temeljem Ugovora o operativnom leasingu i ovih Općih uvjeta. Primatelj leasinga nema pravo na nadoknadu bilo kakve štete kod takve obustave pružanja usluga.

22.3. Nakon prestanka Ugovora temeljem njegovog raskida učinjenog od Davatelja leasinga, Primatelj leasinga se obvezuje Davatelju leasinga platiti jednokratnu naknadu za prijevremeni prestanak Ugovora u visini utvrđenoj prema pravilima definiranim ovim Općim uvjetima za obračun ugovora iz članka 23., a) "Konačni obračun Ugovora kod prijevremenog prestanka. Obračun naknade za prijevremeni prestanak Ugovora o operativnom leasingu".

## 23. Konačni obračun Ugovora o operativnom leasingu

23.1. Nakon prestanka Ugovora na bilo kojem od pozitivnim zakonodavstvom predviđenih pravnih temelja, bilo istekom ugovorenog vremena njegovog važenja ili zbog okolnosti koje uzrokuju njegov prestanak prije isteka ugovorenog vremena njegovog važenja, Davatelj leasinga će sačiniti dokument Konačnog obračuna ugovora kojim će utvrditi relevantne okolnosti Ugovora, a koje ovise o pravnom temelju prestanka Ugovora o operativnom leasingu. Primatelj leasinga je u obvezi dostaviti Davatelju leasinga sve potrebne eventualno nedostajuće podatke za sačinjavanje odnosnog konačnog obračuna.

23.2. Ukupno iskazana vrijednost Konačnog obračuna Ugovora o operativnom leasingu iskazuje financijsku vrijednost svih relevantnih parametara pravnog i poslovnog odnosa leasinga temeljenog na pojedinačnom Ugovoru o operativnom leasingu. Konačni obračun Ugovora o operativnom leasingu u financijskom dijelu obračuna osobito sadržava: 1) Ukupno obračunate leasing naknade (najamnine) tijekom vremena važenja Ugovora o operativnom leasingu, 2) Ukupno

thirty (30) days calculating from the day in which it is received by the Lessor, while Contract on operative leasing ends upon such statement with the expiration of the last day of the month in which notice period expires.

21.3. The Lessor has the right to cancel the Contract on operative leasing at any time and upon his discretionary decision, especially in each situation when can be reasonably concluded, upon status or business circumstances on the side of the Lessee, that preservation of the Contract can harm the businesses interests of the Lessor, for example and without limitation on cases:

- the Lessee ceases to maintain his registered seat or residence in the Republic of Croatia,
- when it has been established that the Lessee provided wrong data upon the conclusion of the Contract on operative leasing or when he fails to deliver data necessary for managing of the business relationship upon the Lessor's request,
- the Lessee's economic situation deteriorates to such an extent that orderly fulfilling of obligations under the Contract is called in question,
- when against the Lessee insolvency or liquidation proceedings are requested and/or initiated and if in the course of enforcement of the issued security instruments he should raise objection with respect to the justified motives for collection,
- when proceedings identified in this article of General terms arise at third party that guaranteed for the Lessee for fulfilment of his obligations or for whom the Lessee has guaranteed in fulfilment of its obligations.

21.4. The Lessor is from the day of cancellation notice free from the obligation to render any of the future services that would arise from the contract, while the Lessee stays in obligation up to the last day of the month in which the Contract has been cancelled.

21.5. After the Contract end based on its cancellation, whether the cancellation is made by the Lessee or by the Lessor, the Lessee is obliged to pay to the Lessor onetime fee for premature contract end in the amount defined by these General terms in article 23, a) "Final statement for Contract on operative leasing at its premature end. Statement on fee for premature contract end".

## 22. Termination due to a breach of contract

22.1. Each contracting Party may terminate the Contract on operative leasing according to the rules of the Act governing obligational relations without notice period if other party is in substantial breach of a Contract. Parties agree that are obliged correspondently inform the other Party in written form on breach of a contract. If contractual partner ignores the written warning and does not conforms in its activities to the Contract or if is in repeated breach of a Contract in any way, Contract shall be deemed terminated by dispatching of a written statement on termination made after default on the side of contracting partner to act according to written warning after repeated breach, which statement is made in line with the rules on exchange of notifications of this General terms.

22.2. If a Lessee is in a breach of Contract by omission to make due payments, he is in consent that the Lessor has a right to withhold rendering of any of the additionally agreed services on which he is obliged by the Contract on operative leasing and these General terms. The Lessee is not entitled on compensation of any kind of damages due to withhold of such service rendering.

22.3. After the Contract end on the grounds of termination due to a breach of contract, the Lessee is obliged to pay to the Lessor onetime fee for premature contract end in the amount defined by these General terms in article 23., a) "Final statement for Contract on operative leasing at its premature end. Statement on fee for premature contract end".

## 23. Final statement of Contract on operative leasing

23.1. After the end of Contract on the legal ground whichever is defined by positive legislation, whether by expiration of its contracted time or by occasions which cause its premature end prior to expiration of its contracted time, the Lessor will create a document on Final Statement for Contract on operative leasing which will determine relevant circumstances of the Contract, depending on the legal ground for end of Contract on operative leasing. The Lessee is obliged to present to the Lessor all necessary and eventually missing data for such Final statement creation.

23.2. Totally expressed value of Final statement for Contract on operative leasing presents financial value of all relevant parameters of legal and business leasing relation based on single Contract on operative leasing. Final statement for Contract on operative leasing in financial part of the calculation particularly contains: 1) Total of calculated lease installments during the contracted time of contract's validity, 2) Total of calculated special tax on motor vehicles, 3) Total of



obračunati posebni porez na motorna vozila, 3) Ukupno obračunate ostale troškove i naknade kao zbroj svih fakturiranih vrijednosti tijekom vremena važenja Ugovora o operativnom leasingu te 4) vrijednost jamčevine odnosno depozita.

23.3. Primatelj leasinga potvrđuje da je stvarno pravo vlasništva Davatelja leasinga nad objektom Ugovora o operativnom leasingu u imovini Davatelja leasinga slijedom čega Primatelj leasinga nema nikakvu obvezu kod pada njegove vrijednosti kroz razdoblje Ugovora o operativnom leasingu niti tražbinu kod njegove veće vrijednosti u odnosu na knjigovodstvenu nakon prestanka ugovora. Primatelj leasinga isključivo ostvaruje samo koristi odnosno nosi rizike koji su vezani za obvezno pravo korištenja objekta leasinga kroz razdoblje važenja Ugovora o operativnom leasingu.

23.4. Slijedom statusa objekta leasinga kao dijela imovine Davatelja leasinga u odnosu na čiju vrijednost po prestanku Ugovora Primatelj leasinga nema ni obvezu niti tražbinu, odgovarajuće opisanom u prethodnom članku ovih Općih uvjeta, Primatelj leasinga potvrđuje svoju svijest i suglasnost da je Davatelj leasinga potpuno slobodan s odnosnim dijelom svoje imovine nakon prestanka Ugovora raspolagati na način dopušten leasing društvu, osobito prodati odnosno objekt leasinga, zasnovati novi pravni posao leasinga ili pravni posao zakupa odnosno najma odnosno objekta leasinga. Financijski učinak takvog daljnijeg postupanja Davatelja leasinga nema učinak na Konačni obračun ugovora niti je temelj stjecanje prava odnosno nastanak obveza Primatelja leasinga.

23.5. Primatelj leasinga je u obvezi ispuniti svaku obvezu utvrđenu u Konačnom obračunu. Sačinjavanje Konačnog obračuna pojedinačnog Ugovora o operativnom leasingu ne isključuje ni pravo Davatelja leasinga na ostvarenje svake neispunjene ugovorne i/ili izvanugovorne tražbine prema Primatelju leasinga nastale iz i/ili u vezi s predmetnim Ugovorom o operativnom leasingu, i to one čije se postojanje utvrdi nakon sačinjavanja Konačnog obračuna, a koja nije uključena u Konačni obračun ugovora. Tako utvrđenu obvezu Primatelj leasinga se obvezuje ispuniti u roku za ispunjenje obveza koji je bio utvrđen u Ugovoru.

**a) Konačni obračun Ugovora kod prijevremenog prestanka. Obračun naknade za prijevremeni prestanak Ugovora o operativnom leasingu**

23.6. **Konačni obračun Ugovora o operativnom leasingu** kod njegovog prijevremenog prestanka Davatelj leasinga se obvezuje sačiniti i dostaviti Primatelju leasinga u roku od šezdeset (60) dana računajući od dana prestanka Ugovora o operativnom leasingu. Davatelj leasinga će Primatelju leasinga kod prijevremenog prestanka Ugovora vratiti neiskorištene instrumente osiguranja te raspoloživi iznos jamčevine dane u skladu s ovim Općim uvjetima bez odgode nakon što utvrdi ispunjenje svake u to vrijeme neispunjene ugovorne i/ili izvanugovorne tražbine prema Primatelju leasinga nastale iz i/ili u vezi s Ugovorom o leasingu.

23.7. Ukoliko Ugovor prijevremeno prestane na bilo kojem od pozitivnim zakonodavstvom predviđenih pravnih temelja (primjera radi i bez ograničavanja na raskid ugovora zbog povreda ugovora, otkaz ugovora, prestanak ugovora zbog prestanka postojanja objekta leasinga) prije isteka njegovog ugovorenog vremena važenja, Primatelj leasinga se obvezuje Davatelju leasinga, osim kod njegovog prestanka postojanja, vratiti objekt leasinga u skladu s pravilima ovih Općih uvjeta i platiti jednokratnu naknadu za prijevremeni prestanak Ugovora o operativnom leasingu. Prethodno sačinjavanju Konačnog obračuna Davatelj leasinga će sačiniti i Primatelju leasinga dostaviti u roku od trideset (30) dana računajući od dana prestanka pojedinačnog Ugovora o operativnom leasingu **Obračun naknade za prijevremeni prestanak Ugovora o operativnom leasingu**. Obračun odnosno naknade iskazuje se u Konačnom obračunu kroz ukupno obračunate ostale troškove i naknade.

23.8. **Jednokratna naknada za prijevremeni prestanak Ugovora o operativnom leasingu** obračunava se u visini od dva (2) postotna poena (%) ukoliko je ugovoreno vrijeme važenja ugovora do dvadeset i četiri (24) mjeseca odnosno jednog (1) postotnog poena (%) ukoliko je ugovoreno vrijeme važenja ugovora dulje od dvadeset i četiri (24) mjeseca. Iskazani postotni poeni se primjenjuju na redovnu cijenu objekta leasinga kod njegove nabave, bez popusta i sa uključenim posebnim porezom na motorna vozila (trošarinom) a bez pripadajućeg poreza na dodanu vrijednost, umnoženo s brojem preostalih mjeseci do isteka ugovorenog vremena važenja odnosno Ugovora o operativnom leasingu. Predmetna redovna cijena uvećava se za vrijednost dodatne opreme objekta leasinga te svih njegovih pripadnosti.

23.9. Obračun jednokratne naknade za prijevremeni prestanak Ugovora o operativnom leasingu sadržava sve identifikacijske podatke ugovora (broj, datum sklapanja i prestanka, ugovoreno trajanje i ugovorenu kilometražu), identifikacijske podatke objekta leasinga (registarsku oznaku vozila koje je objektom leasinga i prijedenu kilometražu), obračun vrijednosti obveza po prestanku ugovora (odstupanje od ugovorene kilometraže, neprihvatljivo stanje vozila, vrijednost jednokratne naknade kod otkaza odnosno raskida ugovora te svakog

calculated remaining costs and fees as a sum of all invoiced values during the contracted time of Contract on operative leasing validity and 4) Value of security deposit and advance payment.

23.3. The Lessee confirms that the Lessor's right of ownership over the Contract on operative leasing object is within the assets of the Lessor due to which fact the Lessee neither has any obligation at decrease of its value nor does he has any claim for its higher value in respect to bookkeeping value at contract end. The Lessee exclusively has right only to such benefits and bears only such risks that are in connection with the right of usage of the leasing object through the period of Contract's on operative leasing validity.

23.4. Following the status of a leasing object as a part of the Lessor's assets in respect to which value at contract's end the Lessee does not have any obligations nor claim, respectively described in previous paragraph of this General terms, the Lessee confirms his awareness and consent that the Lessor is entirely free to dispose with that part of his assets after the end of Contract on operative leasing in a manner permissible to leasing company, especially to sell that leasing object, enter into new leasing arrangement or arrangement on rent or lease of that leasing object. Financial effect of such additional activity of the Lessor does not have an effect on Final statement for Contract on operative leasing nor it is a ground for occurrence of rights or obligations for the Lessee.

23.5. The Lessee is obliged to fulfill any obligation determined in Final statement. Creation of the Final statement for Contract on operative leasing does not exclude the right of the Lessor for collection of any unfulfilled contractual or tort claim towards the Lessee arisen from or in connection with the Contract on operative leasing, which existence is to be determined after the Final statement and is not included in Final statement. Such obligation the Lessee obliges to fulfill within the term determined in Contract on operative leasing.

**a) Final statement for Contract on operative leasing at its premature end. Statement on fee for premature contract end**

23.6. **Final statement for Contract on operative leasing** at its premature end Lessor is obliged to create and deliver to the Lessee within sixty (60) days calculating from the day of premature end of Contract on operative leasing. The Lessor shall return to the Lessee unused collateral instrument and available amount of the security deposit given in line with these General terms without delay after after determination of fulfillment of any at that time unfulfilled contractual or tort claim towards Lessee arisen from or in connection with the Contract on operative leasing.

23.7. In case when Contract prematurely ends on any legal ground whichever is defined by positive legislation (for example and without limitation on termination by breach of contract, cancellation of the contract, end of contract when leasing object ceased to exist) prior to expiration of its contracted time, the Lessee is obliged to return to the Lessor leasing object in line with these General terms and pay single fee for premature end of Contract on operative leasing. Before creation of Final statement for Contract on operative leasing the Lessor shall create and deliver to the Lessee within thirty (30) days calculating from the day of premature end of Contract on operative leasing **Statement on fee for premature Contract on operative leasing end**. Statement on such fee is expressed in Final statement through total of calculated remaining costs.

23.8. **Onetime fee for premature Contract on operative leasing end** is calculated in the amount of two (2) percentage points (%) if contracted time of Contract on operative leasing is up to twenty-four (24) months, or in the amount of one (1) percentage points (%) if contracted time of Contract on operative leasing is longer than twenty-four (24) months. Stated percentages are applied to regular price of the leasing object at its purchase, without discount and with included special tax on motor vehicles (excise duty) and without value added tax, multiplied by the number of residual months up to expiration of contracted time of respected Contract on operative leasing. Such regular price is increased by the value of addition equipment of the leasing object and all of its appendices.

23.9. Statement on fee for premature end of the Contract on operative leasing contains all of the identity data of the contract (number, date of contract activation and end, contracted time and mileage), identity data for leasing object (registration mark of the vehicle as a leasing object and achieved mileage), calculation of the value of obligations at contract end (deviation from contracted mileage, unacceptable vehicle condition, value of the onetime fee for contract termination or contract cancellation or any other premature contract end), calculation of the value of

prijevremenog prestanka), obračun vrijednosti dodatno ugovorenih usluga uz operativni leasing (razlika premije osiguranja odnosno sudjelovanja u šteti (odbitna franšiza) te razlika budžeta i iskorištenog iznosa za gume) kao i obračun troškova nastalih kao rezultat više prijeđenih kilometara u odnosu na ugovorene. Odnosni obračun predmetne naknade sadržava i, ukoliko postoje, ostale troškove koji se primjeru radi odnose na nepodmireni dio troškova registracije, cestarine, godišnjeg poreza na cestovna motorna vozila, pristojbu za prijam audiovizuelnog signala, troškove goriva te ostale troškove.

23.10. Za vrijednost iskazanu u Obračunu jednokratne naknade za prijevremeni prestanak Ugovora o operativnom leasingu Davatelj leasinga će primatelju leasinga izdati račun odnosno odobrenje, ovisno o vrijednostima tako sačinjenog Obračuna.

23.11. Jednokratna naknada za prijevremeni prestanak Ugovora o operativnom leasingu ne obračunava se i Primatelj leasinga ju nije u obvezi platiti kada je stvarni razlog prijevremenog prestanka Ugovora o operativnom leasingu prestanak postojanja objekta leasinga (što uključuje totalnu štetu i krađu), a ugovaratelj osiguranja i osiguranik jest Davatelj leasinga.

23.12. Obračun jednokratne naknade za prijevremeni prestanak Ugovora o operativnom leasingu ne ovisi o budućem postupanju Davatelja leasinga s objektom leasinga kao dijelom svoje imovine nakon prijevremenog prestanka i odnosno daljnje postupanje nema učinak na obračun odnosno naknade niti je temelj za stjecanje prava odnosno nastanak obveza Primatelja leasinga.

#### **b) Konačni obračun Ugovora kod redovnog isteka ugovorenog vremena važenja Ugovora**

23.13. Konačni obračun Ugovora o operativnom leasingu Davatelj leasinga se kod redovnog isteka vremena važenja pojedinačnog Ugovora o operativnom leasingu obvezuje sačiniti i dostaviti Primatelju leasinga u roku od 60 (slovima šezdeset) dana od dana kada je Primatelj leasinga ispunio sve obveze koje proizlaze iz Ugovora i ovih Općih uvjeta i vratio vozilo koje je objektom leasinga odnosno Ugovora o operativnom leasingu u stanju definiranom ovim Općim uvjetima. Zajedno s Konačnim obračunom ugovora Davatelj leasinga će Primatelju leasinga vratiti i neiskorištene instrumente osiguranja te raspoloživi iznos jamčevine dane u skladu s ovim Općim uvjetima.

## **24. Povrat vozila**

24.1. Nakon prestanka Ugovora o operativnom leasingu, Primatelj leasinga će bez odgode vratiti vozilo Davatelju leasinga sa svim ključevima, dodatnom opremom i svom dokumentacijom koja se odnosi na vozilo (primjeru radi i bez ograničavanja na prometna dozvola, podatkovni spis, upute za uporabu, servisna knjižica, kodna kartica za radio i kartice) i to za vrijeme uredovnog radnog vremena Davatelja leasinga, na svoj trošak i rizik, u urednom stanju i slobodno od svih predmeta i stvari. U slučaju zahtjeva Davatelja leasinga, Primatelj leasinga je obvezan vratiti vozilo na drugo mjesto u Hrvatskoj (npr. dobavljaču, isporučitelju ili serviseru). Ukoliko Primatelj leasinga ne vrati ključeve vozila, dodatnu opremu i/ili dužnu dokumentaciju, Davatelj leasinga ima pravo naplatiti troškove pribavljanja zamjena i svu drugu štetu koju je snosio u tom pogledu. Nakon prestanka Ugovora o operativnom leasingu, Primatelj leasinga nema pravo koristiti vozilo.

24.2. Naplaćivanje bilo kojih više učinjenih ili nedostignutih kilometara izvršit će se u skladu sa stopama navedenim u Ugovoru o operativnom leasingu. Slijedom navedenog, prekoračenje ili nedostizanje ugovorene kilometraže do 2.500 km neće se uzimati u obzir. Nedostignuti kilometri uračunat će se do najviše 10.000 km.

24.3. Prilikom vraćanja vozila, Davatelj leasinga i Primatelj leasinga će u pisanom obliku utvrditi vraćanje vozila kao i njegovo stanje. Nakon vraćanja, vozilo mora biti u stanju koje odgovara njegovoj starosti i ugovorenoj kilometraži. Vozilo mora biti neoštećeno i sigurno za prijevoz i korištenje. Nakon vraćanja vozila, vozilo mora imati ljetne pneumatike koji odgovaraju uvjetima u vrijeme isporuke u pogledu veličine / kapaciteta tereta / indeksa brzine. Ukoliko se vozilo vrati s postavljenim zimskim pneumaticima, ljetni pneumatici moraju biti vraćeni zajedno s vozilom.

24.4. Prilikom vraćanja vozila po redovnom ili prijevremenom isteku Ugovora o operativnom leasingu poduzet će se pregled vozila radi utvrđenja stanja vozila, koji u ime Davatelja leasinga vrši treća stručno osposobljena osoba odabrana od strane Davatelja leasinga. Tako odabrana treća stručna osoba sačinit će pisanu ispravu o pregledu vozila radi definiranja stanja vozila, postojanja oštećenja i identificiranja potrebnih popravaka, sve sukladno kriterijima prihvatljivog stanja odnosno neprihvatljivih oštećenja vozila prilikom njegovog povrata definiranih u dokumentu „Upute za korisnika“ koji je prilikom Ugovora o operativnom leasingu. Primatelj leasinga obvezuje se naknaditi Davatelju leasinga tako utvrđeni iznos umanjene vrijednosti vozila. Trošak pregleda vozila radi utvrđivanja stanja vozila snosit će Davatelj leasinga.

additionally contracted services by operative leasing (difference in insurance premium and value of participation in damages as insurance deductible (insurance franchise) and difference in budget and used amount for pneumatics) as well as calculation of costs arisen as a result of extra mileage in respect to contracted. Statement on such fee contains, if there are any, other costs for example unpaid cost of registration, road fee, annual tax on motor vehicles, fee for audiovisual signal, costs of fuel and other costs.

23.10. The lessor shall invoice or credit the value expressed in Statement on fee for premature contract end, depending on the values expressed in such Statement.

23.11. Onetime fee for premature contract end shall not be calculated and the Lessee is not obliged to make its payment when the actual reason for premature end of the Contract on operative leasing is leasing object end of existence (which includes total damages and theft), and the Lessor is a contracted party and a beneficiary in insurance contract.

23.12. Calculation of onetime fee for premature end of the Contract on operative leasing does not depend on future activities of the Lessor with leasing object as a part of his assets after the premature contract end such future disposition does not have any effect on Statement on fee for premature end nor it is a ground for occurrence of rights or obligations for the Lessee.

#### **b) Final statement for Contract on operative leasing at regular expiration of its contracted time**

23.13. Final statement for Contract on operative leasing at regular expiration of its contracted time Lessor is obliged to create and deliver to the Lessee within sixty (60) days calculating from the day in which the Lessee has fulfilled all of its obligations arising from the Contract and these General terms and has returned the vehicle which is leasing object by that Contract on operative leasing in a condition defined by these General terms. Together with the Final statement the Lessor shall return to the Lessee unused collateral instrument and available amount of the security deposit given in line with these General terms.

## **24. Vehicle return**

24.1. After the expiry of the Contract on operative leasing, the Lessor shall return the vehicle to the Lessor without delay, together with all the keys, additional equipment and all documents pertaining to the vehicle (for example and without limitation to the vehicle registration certificate, document containing various data, instructions manual, code card for the radio and cards) during the Lessor's office hours, at his own expense and risk, in orderly condition and free from any objects and articles. Upon the Lessor's request, the Lessee is obliged to return the vehicle to another location in Croatia (e.g. to the supplier, to the deliverer or to the car service centre). If the Lessee does not return the vehicle keys, additional equipment and/or obligatory documents, the Lessor is entitled to charge the cost of obtaining respective replacements as well as the cost of any other damage that he suffers in this regard. After the end of the Contract on operative leasing, the Lessee has no right to use the vehicle.

24.2. Charging of any additionally covered or not reached kilometres shall be performed according to the rates as set out in the Contract on operative leasing. Consequently, exceeding or failing to reach the contractually fixed mileage limit up to 2,500 km shall not be taken into consideration. Not realised kilometres shall be accounted for up to maximally 10,000 km.

24.3. Upon returning the vehicle, the Lessor and the Lessee shall record the vehicle return as well as its condition in writing. After its return, the vehicle must be in the condition which corresponds to its age and its contractually defined mileage. The vehicle must be undamaged and safe for transport and use. After its return, the vehicle must have summer pneumatics corresponding to the condition upon the delivery in terms of size / freight capacity / speed index. Should winter pneumatics be mounted in the returned vehicle, summer pneumatics must be returned together with the vehicle.

24.4. Upon return of the vehicle either upon regular or premature end of the Contract on operative leasing, the vehicle shall be examined in order to determine its condition, which shall be performed on behalf of the Lessor by a third party expert chosen by the Lessor. Thus chosen third party expert shall compile a written document about the vehicle examination in order to determine the vehicle condition, existence of any damages and to identify necessary repairs, all in accordance with the criteria of acceptable condition and unacceptable damages of the vehicle at its return defined in a document "Directives for the user" which is an schedule to the Contract on operative leasing. The Lessee undertakes to compensate the Lessor for thus determined amount of the vehicle depreciation. The cost of the vehicle examination in order to determine the vehicle condition shall be borne by the Lessee.

24.5. Primatelj leasinga se obvezuje vratiti vozilo najkasnije u roku od tri dana od pisanog zahtjeva Davatelja leasinga u slučaju ranijeg prestanka Ugovora o operativnom leasingu. Ukoliko Primatelj leasinga ne vrati vozilo u navedenom roku, on ovlašćuje Davatelja leasinga i dopušta mu da oduzme vozilo sam ili putem treće osobe o trošku Primatelja leasinga. Primatelj leasinga se u ovom pogledu kao neovlašteni posjednik odriče bilo kakvog zahtjeva za naknadu štete ili bilo kojeg zahtjeva za zaštitu posjeda.

24.6. Ukoliko Primatelj leasinga ne vrati vozilo na vrijeme, Primatelj leasinga obvezuje se platiti naknadu za korištenje i povezane troškove Davatelju leasinga u visini ugovorenog iznosa mjesečnog obroka/najamnina, podijeljen s brojem dana u odnosnom mjesecu za svaki dan zakašnjenja u predaji vozila. Pored navedenog, obveze Primatelja leasinga koje proizlaze iz Ugovora o operativnom leasingu primjenjuju se na odgovarajući način do povrata vozila.

## 25. Obavijesti

26.1. Sve obavijesti, upute i informacije kao i računi i izvještaji koji se sačinjavaju u vezi s Ugovorom smatrat će se dostavljenima drugoj Ugovornoj strani na dan odašiljanja u sandučić elektroničke pošte druge Ugovorne strane, ukoliko je odašiljanje učinjeno u vremenu od ponedjeljka do petka u vremenu od 08:30 sati do 15:30 sati. Za dostave izvan naznačenog vremenskog okvira, smatra se da je dostava obavljena prvi idući radni dan. Adresa elektroničke pošte identificira se u posebnoj pisanoj obavijesti koja se sačinjava temeljem ovih Općih uvjeta. Smatrat će se da je dostava obavljena i upućivanjem registrirane poštanske pošiljke na adresu Ugovorne strane kako je naznačena u zaglavlju Ugovora ili na drugu adresu o kojoj se druga Ugovorna strana posebno pismeno obavijesti.

## 26. Prijenos prava

26.1. Davatelj leasinga može prenijeti svoja pojedina prava i obveze iz Ugovora o operativnom leasingu i/ili ustupiti cijeli Ugovor o operativnom leasingu i/ili ugovore o posebnim i/ili pratećim uslugama koji bi bili sklopljeni u okviru pravnog posla leasinga na bilo koju treću osobu koja ima odobrenje za obavljanje poslova leasinga, ili je za to ovlaštena pri čemu mora uzeti u obzir da se ne umanjuju prava i/ili otežava ispunjenje obveza koje iz odnosnog ugovora o operativnom leasingu proizlaze za Primatelja leasinga.

26.2. Primatelj leasinga može pisanim putem predložiti prijenos pojedinih prava i obveza iz Ugovora o operativnom leasingu i/ili ustupanje cijelog Ugovora o operativnom leasingu na treću osobu, čiji prijedlog Davatelj leasinga ima pravo odbiti ukoliko to ne odgovara njegovim poslovnim interesima.

## 27. Rješavanje sporova

27.1. Mjesto ispunjenja svih obveza iz Ugovora o operativnom leasingu, ovih Općih uvjeta ili iz ugovora o posebnim i/ili pratećim uslugama koji bi bili sklopljeni u okviru pravnog posla leasinga je mjesto sjedišta Davatelja leasinga i sve se obveze ispunjavaju u mjestu sjedišta Davatelja leasinga, osim ako je drugačije navedeno u ovim Općim uvjetima. Davatelj leasinga zadržava pravo odrediti drugo mjesto ispunjenja bilo koje obveze koja za Primatelja leasinga proizlazi iz Ugovora o operativnom leasingu, ovih Općih uvjeta ili iz ugovora o posebnim i/ili pratećim uslugama koji bi bili sklopljeni u okviru pravnog posla leasinga.

27.2. Sve sporove koji mogu proisteci iz Ugovora o operativnom leasingu, ovih Općih uvjeta ili iz ugovora o posebnim i/ili pratećim uslugama koji bi bili sklopljeni u okviru pravnog posla leasinga, osobito sporove koji se odnose na pitanje valjanog nastanka, povrede ili prestanka obveze iz tih pravnih poslova, ugovorne strane će nastojati riješiti mirnim putem, a ukoliko sporazum i mirno rješenje o spornim pitanjima izostane, ugovorne strane suglasno ugovaraju mjesnu nadležnost stvarno nadležnog suda u Zagrebu.

24.5. The Lessee undertakes to return the vehicle within three days from the Lessor's written request in case of premature termination of the Contract on operative leasing. If the Lessee does not return the vehicle within the mentioned period, he authorises and allows the Lessor to seize the vehicle from him either by himself or by a third person at the Lessee's expense. In this regard, the Lessee, being an unauthorised owner, waives any indemnity request or any other request for protection of possession.

24.6. If the Lessee does not return the vehicle on time, the Lessee undertakes to pay to the Lessor a compensation for the vehicle use as well as any related costs in the amount of the contractually defined monthly instalment/rent divided by the number of days of the respective month for each day of delay in handing over the vehicle. Apart from the above mentioned, the Lessee's obligations arising from the Contract on operative leasing apply in the appropriate manner until the return of the vehicle.

## 25. Notifications

25.1. All notifications, instructions and advisories as well as invoices and reports that are to be created in respect to the Contract are deemed to be delivered to other contracting party on the day of delivery in the mailbox of electronic mail of other contracting party, if the delivery is made within Monday to Friday between 08:30 until 15:30. For deliveries outside of stated timeframe, it is deemed that delivery is made on the next day. Address of electronic mail is identified in separate written notification that is to be made along these General terms. It is deemed that delivery is made by sending the registered postal mail to address of Contracting party as it is stated in the header of the Contract or to other address to which other Party is notified in written form.

## 26. Transfer of rights

26.1. The Lessor can transfer his individual rights and obligations from the Contract on operative leasing and/or assign the entire Contract on operative leasing and /or contracts on special and /or accompanying services which would be concluded within the legal lease transaction to any third party that is approved to perform lease transactions or that is authorised for such performance, whereby the Lessor must take into consideration that the rights which the Lessee acquired under the respective Contract on operative leasing shall neither be diminished, nor shall fulfilment of his obligations under the same Contract be rendered more difficult.

26.2. The Lessee can propose in writing to assign individual rights and obligations from the Contract on operative leasing and / or to assign the entire Contract on operative leasing to a third party. The Lessor can refuse such a proposal if it does not suit his business interests.

## 27. Dispute resolution

27.1. The place of performance of all obligations under the Contract on operative leasing, these General terms or under contracts on special and / or accompanying services which would be concluded within this legal lease transaction is the place of the Lessor's registered seat and all obligations must be fulfilled in the place of the Lessor's registered seat, except when it is stipulated otherwise in these General terms. The Lessor reserves the right to designate another place of fulfilment of any of the Lessee's obligations deriving from the Contract on operative leasing, these General terms or under the contract on special and /or accompanying services which would be concluded within the legal lease transaction.

27.2. Any disputes arising out of or in connection with the Contract on operative leasing, these General terms or contracts on special and / or accompanying services which would be concluded within the legal lease transaction, especially disputes which relate to the question of valid creation, violation or discontinuation of an obligation arising from these legal transactions, the Contracting Parties shall attempt to settle by mutual consent, and if an agreement and an amicable solution to disputes cannot be reached, the Contracting Parties agree on the territorial and real competence of the court of jurisdiction in Zagreb.