

## OPŠTI USLOVI UGOVORA O ZAKUPU VOZILA

### 1. UVODNE ODREDBE

- (a) „Najmodavac“ - GRAND SOLUTIONS d.o.o., Gundulićev venac 30, 11000 Beograd, Srbija, PIB: 104408708
- (b) „Najoprimec“ - fizičko ili pravno lice koji ili u čije ime se vozilo iznajmljuje. U Ugovoru o najmu vozila navedeno kao „Najoprimec“ je odgovorno za poštovanje svih tačaka ovih Opštih uslova o najmu i Ugovora o najmu.
- (c) „Ugovor“ - pojedinačni ugovor o najmu koji se potpisuje prilikom preuzimanja vozila u najam i definije preuzimanje i vraćanje vozila, pokriće, oprema i usluge uključene u cenu najma i način plaćanja najma. Ugovor sadrži i informacije o stanju vozila prilikom izdavanja. Opšti uslovi najma smatraju se delom Ugovora o najmu.
- (d) „Vozac/Dodatak vozac“ - fizičko lice navedeno u Ugovoru o najmu kao „Korisnik“ koji potpisuje Ugovor o najmu i preuzima vozilo, odgovorno za poštovanje svih odredbi Ugovora o najmu.
- (e) „Vozil“ - predmet najma. Ugovor i Dodatni vozac u daljem tekstu Opštih uslova o najmu
- (f) „Vozil“ - predmet najma. Ugovor, a čiji podaci su navedeni u Ugovoru.

### 2. USLOVI NAJMA

Korisnik ili vozač potpisom Ugovora potvrđuje da preuzima vozilo u ispravnom stanju, prikladnom za ugovorenou upotrebu, sa svom pripadajućom opremom i propratnom dokumentacijom. Korisnik potpisom Ugovora garantuje Najmodavcu da ispunjava opste uslove minimuma godina za upravljanje motornim vozilom te da posebne isprave za upravljanje u skladu sa propisima Republike Srbije, a koje je dužan u originalu dati na uvid Najmodavcu, dok fotokopija istih ostaje u posedu Najmodavca, kao prilog Ugovoru. Korisnik se i nakon prestanka Ugovora smatra odgovornim za saobraćajne prekršaje počinjene tokom trajanja Ugovora.

### 3. USLOVI PLAĆANJA

Korisnik je obavezan preuzimanju vozila u najam da izvrši predautorizaciju na svojoj kreditnoj kartici na iznos koji odredi Najmodavac prema svojoj proceni, a u zavisnosti od kategorije vozila, trajanja najma, pokrićima i dr. Potpisom Ugovora o najmu Korisnik ovlašćava Najmodavcu da naplati sve iznose za najam prema ugovorenog tarifi, dodatke (uključujući pokriće, dodatnu opremu i usluge), kao i nastale troškove koji se obraćavaju, a sve prema važećem Cenovniku. Račun Korisnika znači račun kredite i/ili debitne kartice po kojoj je izvršena predautorizacija ili drugi dogovoren račun. Najmodavac može naplatiti iznose koji se plaćaju terećenjem računa Korisnika tokom ili nakon završetka najma, kada utvrdi postojanje obaveze Korisnika, odnosno Korisnik može platiti takve troškove u dogovoru s Najmodavcem, što je slobodan izbor Najmodavca. Ako Korisnik podmiruje troškove direktnim plaćanjem na račun Najmodavca, dužan je da to učini u naznačenom roku plaćanja računa. U slučaju kašnjenja, Korisnik je obavezan platiti Najmodavcu zakonsku zateznu kamatu, kao i sve stvarno nastale dodatne troškove.

### 4. OBAVEZE KORISNIKA

Potpisom ugovora Korisnik izjavljuje da je upoznat sa svim dole navedenim obavezama, te da ih prihvata:

- (a) da će vozilo nakon prestanka najma vrati u mesto i u roku utvrđenom Ugovorom, u stanju, s opremom i količinom goriva u kojem ga je preuzeo, odnosno i pre ugovorenog roka, a na zahtev Najmodavca;
- (b) da produženje ugovorenog trajanja najma, kao i sve ostale promene u vezi sa najmom, zatraži od Najmodavca, pisanim putem, najmanje pre isteka samog roka najma, dok je u protivnom Najmodavac ovlašćen da prijavi nestanku vozila u najmu;
- (c) da vozilo neće preopereti, koristiti za obuku vozača, prevoz ili vuču drugih vozila ili prikolica, za plaćen prevoz putnika, za trke, ispitivanja izdržljivosti, ispitivanja brzine, za nezakonita dela;
- (d) da će vozilo koristiti samo vozac ili dodatno vozac, za licne potrebe i u skladu s namenom vozila i da vozilo neće davati na korišćenje nevlašćenim korisnicima i trećim licima;
- (e) da će vozilo, kada ga napusti, uvek zaključavati sa zatvorenim prozorima i uzimati ključeve i dokumentaciju vozila i uvek ih imati pod ličnom kontrolom;
- (f) da će voziti samo po javnim asfaltiranim putevima, vožnja po neASFALTIRANIM putevima je zabranjena, bez uticaja alkohola ili narkotika, poštujući sve saobraćajne propise i regulaciju saobraćaja;
- (g) kada ne ukazuju signalni instrumenti u vozilu ili ako Korisnik smatra da vozilo zahteva servisiranje dužan je da se javi Najmodavcu radi obavljanja redovnih servisa i upućivanja vozila u ovlašćeni servis, kao i radi obavljanja popravki. U slučaju stete na vozilu ili oštećenja vozila zbog nepoštovanja odredbi ovih Opštih uslova, Korisnik je dužan nadoknadi stitu nastalu i eventualno izgubljenu zaradu zbog nemogućnosti obavljanja delatnosti vozilom
- (h) da u vozilu neće prevoziti ni dopustiti prevoz više putnika ili robe od maksimalno dopuštenog navedenog u saobraćajnoj dozvoli, te da neće vršiti nikakve prepravke na vozilu;
- (i) da vozilo neće voziti izvan granica Republike Srbije, osim ako je to prethodno najavio, za šta Najmodavac može naplatiti dodatnu naknadu u skladu sa Cenovnikom
- (j) da će snositi sve troškove u vezi sa pogonom vozila, gorivo, putarine, mostarine, parking, prekršajne i druge slične naknade;
- (k) Korisnik daje ugovorom ovlašćenje Najmodavcu da bez prethodne najave, naplati saobraćajne prekršaje, parking i druge kazne, određenom zakonom uzemlju u kojoj vozilo vozi, a počinjenih za vreme trajanja najma, bez obzira kada su utvrđeni ili despoli, uvećani za manipulativne troškove, teretno kreditno ili debitnu karticu navedenu na prednjoj strani ovog Ugovora.

### 5. NASTANAK ŠTETE I GUBITAK DOKUMENTACIJE

U slučaju oštećenja vozila, nedostajanja ili oštećenja opreme ili pribora, dokumentacije, registarskih tablica ili ključeva vozila, Korisnik nadoknade stitu prema važećem Cenovniku. Korisnik vozila odgovoran je ako dođe do oštećenja motora ili pogonskog mehanizma vozila (npr. zbog nedostatka ulja, sredstava za hlađenje i drugih tečnosti u motoru), kao i u slučajevima oštećenja kartera, oštećenja kvačila (tzv. spaljeno kvačilo), oštećenja donjeg postroja vozača, oštećenja na unutrašnjosti vozila, spljenjenih sedista, sisanja neodgovarajućeg goriva ili drugih kvarova, izazvanih nemarščinom korisnika ili vozaka vozila (npr. nepažljiva vožnja ili vožnja s asfaltiranim putevima). U svim navedenim slučajevima Korisnik vozila nadoknade Najmodavcu celokupno iznos troškova popravke vozila te dodatno iznos izgubljenog dnevnog najma vozila prema važećem Cenovniku Najmodavca za vreme trajanja popravke, ali ne više od 30 dana, te stvu ostanlu nastalu, kao npr. troškove vuće vozila ili umanjene vrednosti vozila. Korisnik preuzeva obvezu korišćenja dizel ili belozoljnog goriva prema uputstvu proizvođača. Sve stote pospišiće iz nepridržavanja ovih uputstava nisu pokrivene osiguranjem i padaju na štetu Korisnika vozila.

### 6. KRADA, SAOBRACAJNA NESREĆA, KVAR NA IZNAMJLJENOM VOZILU

U slučaju saobraćajne nesreće, oštećenja, havarije, utage, krade, pogonske neispravnosti vozila ili dr. sličnih okolnosti Korisnik je obavezan:

- (1.) čuvati i obezbediti vozilo od propadanja i nastupa još veće štete, do njegovog preuzimanja od strane Najmodavca;
- (2.) zabeležiti imenę i adresu učesnika i svedoka;
- (3.) pozvati nadležnu policiju i obezbediti njihov zapisnik, osim u slučaju pogonske neispravnosti;
- (4.) bez odlaganja dati izjavu o dogadjaju u najbližoj poslovnicu Najmodavca. Korisnik vozila odgovara za svaku štetu u slučaju saobraćajne nesreće, oštećenja, havarije, utage, krade, pogonske neispravnosti vozila ili dr. sličnih okolnosti u punom iznosu, uključujući i izgubljeniu dobiti u visini dnevnog najma, zbog nekorisnog vožnja za vreme trajanja popravke, a najviše do 30 dana, bez obzira na korisnički krovnički za taj dogadjaj i činjenicu da je Korisnik privratio i uplatio otkup dela odgovornosti prema učešću u steti (CDW, TP, WIG, BASIC PROTECT), izuzetak u slučaju otkupa ukupne odgovornosti prema učešću u steti (SCDW i TOTAL PROTECT), pot posluvom da je obezbeden zapisnik policije.

### 7. TROŠKOVI KOJI SE NADOKNADUJU KORISNIKU

Najmodavac će nadoknadi Korisniku neophodne troškove za ulje, mazivo, redovno servisiranje i druge neophodne lake popravke, a koji su nastale tokom najma, a na osnovu predočenog računa. Korisnik je Najmodavcu dužan predati račun koji je izdalo pravno lice koje je izvršilo uslugu, a glasi na GRAND SOLUTIONS d.o.o., Gundulićev venac 30, Beograd, PIB: 104408708 što je preduslov isplate naknade.

### 8. UČEŠĆE U ŠTETI

Rizik i visini obaveze naknade stete Korisnik može učinjiti prihvatanjem odgovarajućih pokrića, i to pod uslovom da stetu nije uzrokovano kršenjem odredbi ovih Uslova, Ugovora o najmu i zakonskih propisa, odnosno namenom ili nepravilnom upotrebom vozila. Smanje odgovornosti za stetu ili kradu sa učešćem u steti (CDW/TP); prihvatanjem korisnik vozila može učinjiti svoju odgovornost za stetu ili kradu, i to razliku između učešća u steti (franchise) i punog iznosa štete. Pokriće putnika u slučaju nezgode (PAI); vozac i putnici su osigurani za slučaj smrti i invaliditeta do iznosa propisanih od osiguravajuće kuće kod koje su osigurana sva vozila Najmodavca. Otkup dela odgovornosti prema učešću u steti (CDW+); prihvatanjem i uplatom dnevnog pokrića Korisnik može ograniciti svoju odgovornost za stetu vozila. Otkup odgovornosti za stetu na gumama i staklima (WIG); prihvatanjem ove naknade ugovara se pokriće za uništenje guma, felni ili poklopac felni a stakala vozila. Otkup ukupne odgovornosti prema učešću u steti (SCDW); prihvatanjem i uplatom pokrića Korisnik može dodatno ograniciti ukupnu odgovornost za stetu na vozilu. Plaćanjem SCDW-pokrića nisu pokriveni rizici: uništenje/oštećenje guma, felni ili poklopac felni uništenje/oštećenje donjeg postroja vozila, unutrašnjosti vozila (osim ako je uništenost oštećena u nesreći), svih stakala vozila te stva oštećenja bez policijskog zapisnika. Potpisom Ugovora o najmu, Korisnik daje ovlašćenje Najmodavcu da za kreditive kartice, ili nekim drugim načinom plaćanja, naplati sve troškove popravke, kvaru ili gubitku, u visini franziske ili punog iznosa štete ako se nije pridržavao ovih opštih uslova najma, i onih koji su okriveni nakon što je vozilo vrateno, a Korisnik nije o tome izvestio Najmodavcu u skladu s procedurom o vraćanju vozila. Osiguranje ne pokriva štete nastale na rizičnim područjima ili u ratnim zonama, kao ni za slučaj da je iznajmljeno vozilo korišćeno izvan graniča RS, u tranzitu kroz Kosovo, prevoz na trajetku u na ovstrim, bez pisanog saglasnosti Najmodavca.

### 9. PRUKUPLJANJE I OBRADA LIČNIH PODATAKA

Korisnik lične podatke daje dobrovoljno. Lični podaci korisnika potrebiti su u procesu realizacije tražene usluge. Najmodavac koristi i obraduje lične podatke u skladu sa važećim propisima o zaštiti ličnih podataka. Informacije o obradi ličnih podataka, kao i pravima korisnika, mogu se naći u Izjavi o zaštiti ličnih podataka koja je dostupna na www.careligroup.rs

### 10. OSTALE ODREDBE

Najmodavac ima pravo raskinuti Ugovor o najmu i odmah preuzeti vozilo u posed ako Korisnik ne postupi ili ne postupa u skladu s bilo kojom odredbom ovih Uslova ili Ugovora o najmu, ili ako je vozilo oštećeno. Prestanak najma prema ovom odredbi ne dovodi u pitanje druga prava Najmodavcu prema ovim Uslovima i Ugovoru o najmu. Ugovor sastavljen je u dva istovetna primerka, od kojih se jedan uručuje Korisniku, a drugi zadržava Najmodavcu. Svojim potpisom na zadnjem stranici ovog Ugovora Korisnik prihvata ovaj ugovor i sve njegove odredbe, a prihvatanjem pokrića za osiguranje iz eliane 8, prihvata i uslove osiguranja osiguravača za te vrste osiguranja s kojima je upoznat. Izmene i dopune ovog Ugovora mogu se vršiti samo u pismenom obliku, a usmeni dogovori su nevažeći. U slučaju sporu po ovom Ugovoru stranke ugovaraju mesnu nadležnost nadležnog suda u Beogradu uz primenu srpskog prava.

U , dana  
KORISNIK

## GENERAL TERMS AND CONDITIONS OF THE VEHICLE LEASE CONTRACT

### 1. PRELIMINARY PROVISIONS

- (a) "Lessor" - GRAND SOLUTIONS d.o.o., Gundulićev venac 30, 11000 Beograd, Srbija, PIB: 104408708
- (b) "Lessee" - private or legal person which is hiring or in whose name the vehicle is hired. In the vehicle rental contract, referred to as "Lessee" and is held responsible for compliance with all points of these General Terms of lease and RA.
- (c) "Contract" - an individual rental agreement that is signed when picking up the vehicle and which authorizes the use of the vehicle, defines the pickup and return of the vehicle, coverage, equipment and services included in the price and method of payment. The contract also contains information about the status of the vehicle at the time of collection and other rights and obligations of both parties who, by signing, fully accept this contract and the General T and C.
- (d) "Driver / Additional driver" - a natural person listed in the rental agreement as a "user" who signs the Rental contract and takes over the vehicle and is also responsible for following all the provisions of the rental agreement.
- (e) "User" - lessee, driver and additional driver hereinafter referred to in the General Terms and Conditions
- (f) "Vehicle", the object of the contract, and whose information is contained in the contract.

### 2. TERMS OF LEASE

By signing the contract, the user or driver confirms his/her taking over of the vehicle in the appropriate condition for the contracted service with all the pertaining equipment and all the accompanying documentation. By signing the contract, the user guarantees to the lessor to have fulfilled all the general terms and conditions of the minimum age required for obtaining the driving licence, and to have in his/her possession all required documentation for operating a vehicle in accordance with regulations of the Republic of Serbia. He/she is required to provide the original of these documents and the copy shall remain in the possession of the lessor, as an annex to this contract. The user is held responsible for traffic violations done during the contract term, even after the contracts end.

### 3. CONDITIONS OF PAYMENT

Before taking over the rental vehicle, the user is obliged to pre-authorize his credit card for the amount determined by the Lessor, and depending on the vehicle category, duration of the rental, coverages, etc. By signing the Rental Agreement, the User authorizes the Lessor to charge all rental amounts according to the agreed tariff, add-ons (purchased coverage, additional equipment and services), as well as incurred costs that are calculated, all according to the valid Price List. User Account means a pre-authorized credit or debit card account or other agreed account. The Lessor can charge the amounts that are paid by debiting the User's account during or after the end of the lease, when it determines the existence of the User's obligation, that is, the User can pay such costs in agreement with the Lessor. If the User settles the costs by direct payment to the account of the Lessor, he is obliged to do so within the indicated period of payment of the invoice. In case of delay, the User is obliged to pay the Lessor the statutory default interest, as well as all additional costs actually incurred.

### 4. OBLIGATIONS OF THE USER

By signing the agreement, the user states that he is familiar with all the obligations set out below, and accepts them:

- (a) that the vehicle will be returned to the agreed upon place and within the agreed upon time, in the state that it was picked up in, with the equipment and the amount of fuel with which it was taken, or even before the agree time, and at the request of the lessor;
- (b) the prolongation of the agreed duration of the lease, as well as all other changes regarding the lease, must be requested from the lessor, in written form, at least prior to the expiry of the lease deadline; otherwise the lessor is authorised to report the leased vehicle missing.
- (c) the vehicle will not be overloaded, used for training new drivers, transport or towing other vehicles or trailers, for transferring passengers for a monetary benefit, for racing, endurance testing, speed testing, or for unlawful acts;
- (d) the vehicle will only be used by the driver or additional drivers stated in the contract, for personal use only, in accordance with the intended use of the vehicle and that the vehicle will not be made available to unauthorized users and third parties;
- (e) that when leaving the vehicle, he will properly close all the windows and lock it while taking the keys and documents with himself
- (f) to only drive on public paved roads, driving on unpaved roads is forbidden, without the influence of alcohol or drugs, observing all traffic laws and regulations;
- (g) when the signal instruments in the vehicle indicate this or if the User believes that the vehicle requires servicing, he is obliged to contact the Lessor in order to perform regular services and send the vehicle to an authorized service center, as well as to carry out repairs. In case of damage to the vehicle or damage to the vehicle due to non-compliance with the provisions of these General Terms and Conditions, the User is obliged to compensate for all the resulting damage and possible lost earnings due to the inability to perform activities with the vehicle;
- (h) that the vehicle will not be used to transport more passengers or goods from the maximum permissible amount specified in the vehicle specifications, and not to make any modifications to the vehicle;
- (i) that the vehicle will not be driven outside the Serbian borders, unless previously announced, for which the lessor may charge an additional fee according to the price list.
- (j) that he will bear all costs related to the vehicle use such as, but not limited to, fuel, highway tolls, bridge tolls, parking fees and tickets as well as traffic violations and others
- (k) By contract, the User gives the Lessor the authority to collect, without prior notice, traffic violations, parking and other fines, determined by the law of the country in which the vehicle is driven, and committed during the rental period, regardless of when they are established or due, increased by handling costs, we charge the credit or debit card listed on the front of this RA.

### 5. DAMAGE AND LOSS OF DOCUMENTATION

In case of vehicle damage, missing or damaged equipment or accessories, documentation, license plates or vehicle keys, the User shall compensate the damage according to the valid Price List. The user of the vehicle is responsible if there is damage to the engine or drive mechanism of the vehicle (e.g. due to a lack of oil, coolant and other fluids in the engine), as well as in cases of damage to the crankcase, damage to the clutch (the so-called burnt clutch), damage to the vehicle's undercarriage, damage to the interior of the vehicle, burst seats, spilling of inappropriate fuel or other malfunction, caused by the negligence of the user or the driver of the vehicle (eg careless driving or driving off paved roads). In all the mentioned cases, the User of the vehicle compensates the Lessor for the entire amount of vehicle repair costs and additionally the amount of the lost daily vehicle rental according to the valid Lessor's Price List for the duration of the repair, but not more than 30 days, and all other resulting damage, such as vehicle towing costs or reduced vehicle value. The user assumes the obligation to use diesel or unleaded fuel according to the manufacturer's instructions. All damages resulting from non-observance of these instructions are not covered by insurance and fall to the detriment of the User of the vehicle.

### 6. THEFT, VEHICLE ACCIDENT AND OR MALFUNCTION

In the event of an accident, vehicle damage, theft, engine breakdown or other similar circumstances the user is required to:

- (1.) ensure the prevention of further damage to the rented vehicle until the takeover by the lessor (2.) record the names and addresses of witnesses and participants;
- (3.) call the police and procure a record of the events, except in the case of motor breakdown
- (4.) inform the nearest office of the lessor of the events. All costs of damages in connection with the accident, vehicle damage, theft, engine breakdown or other similar circumstances, will be borne by the vehicle user in the full amount, including lost profits in the amount of daily rent due to non-use of the vehicle for the duration of the repair, to a maximum of 30 days, regardless of the user's guilt for the incident and whether the user has accepted and paid for additional insurance in the form of lowered excess (CDW, TP, WIG) with exception of purchased total liability from the excess (SCDW and TOTAL PROTECT), under condition that police record of the event is provided.

### 7. COSTS REIMBURSED TO THE USER

The lessor shall reimburse to the user all costs for oil, lubricants, regular servicing, and minor repairs that occurred during the lease period, after submitting all settled invoices. The invoice must be addressed to the lessor; GRAND SOLUTIONS d.o.o., Gundulićev venac 30, Beograd, PIB: 104408708.

### 8. PARTICIPATION (EXCESS) IN THE DAMAGE (FRANCHISE)

The risk and the amount of participation (excess) in the damage can be reduced by the acceptance of appropriate coverage, provided that the damage was not caused by violating the terms and regulations of this contract, or deliberate improper use of the vehicle. Reduced liability for damage or theft with participation in the damage (CDW / TP); by accepting this coverage you can reduce your liability for damage or theft, and the difference between the excess (franchise) and the full amount of damage. Coverage for passengers in the event of an accident (PAI); the driver and passengers are insured in case of death and disability to the extent decided by the insurance company in which all vehicles of the lessor are insured. Purchase of decreased participation in the damage (CDW +); by accepting and paying for this additional coverage, the user can limit his liability for damage to the vehicle. Purchase of liability for damage to the tires and glass (WIG); this additional coverage buys out your liability for the destruction/damage to the tires, wheels or hubcaps, and vehicle windows. Purchase of total liability to the excess (SCDW); by accepting and paying for this additional coverage the user can further limit his overall responsibility for damage to the vehicle. SCDW does not cover: destruction/damage to the tires, wheels or hubcaps, destruction/damage to the undercarriage of the vehicle, the vehicle interior (unless the interior is damaged in an accident), all windows, and any and all damage without a record. By signing the rental agreement, the user authorizes the lessor to charge from credit card, for all costs, failures or losses, up to the franchise or the full amount of damage if the user has not adhered to these general terms and conditions, even those that have been discovered after the vehicle has been returned and of which the user did not notify the lessor according to the procedure of the vehicle drop off. Insurance does not cover damages done in high-risk areas or in war zones, or in the event that the rental car is used outside the borders of the Republic of Serbia, in transit through the Kosovo, during transportation on the ferry and on the islands, without the written consent of the lessor.

### 9. THE COLLECTION AND PROCESSING OF PERSONAL DATA

The user provides personal information voluntarily. User personal information is required in the process of realization of the requested service. The lessor uses and processes personal data in accordance with the applicable regulations on the protection of personal data. Information on personal data processing as well as user rights, can be found in the Personal Data Protection Statement available at www.careligroup.rs

### 10. OTHER PROVISIONS

The lessor has the right to terminate the rental contract and immediately take possession of the vehicle if the user fails to act in accordance with any provision of these terms and conditions of the rental agreement, or if the vehicle is damaged. The termination of the rental service under these provisions does not put in to question other rights of the lessor stated under these terms and the rental agreement. This contract is drawn up in two identical copies, of which one is given to the user, and the other which is retained by the lessor. With his signature on the last page of this contract the User accepts this contract and all of its provisions, and with the acceptance of damage coverage from Article 8, accepts the conditions and terms of the coverage with which he has been familiarised with. Amendments to this contract may only be done in writing, oral agreements are considered invalid. In the event of a dispute under this Agreement both parties agree to submit the issue in question to the jurisdiction of the court in Belgrade, under Serbian law.

Done at , on USER:

Stranica (Seite) 3 / 4 dokumenta broj (Dokumentenummer) 22-BGD-2498

PIB: 104408708, naziv Banka: 00000000000000000000

Druga banka ako je ima Banka: 000000000000 Devizni račun naziv banke

Banka Srbija JSCIBAN: RS35170003004734232013, SWIFT CODE: