

## RENTAL TERMS AND CONDITIONS (as of 01.05.2019, No.6)

### 1. DEFINITION

The term Flizzr in these rental terms and conditions shall identify the actual lessor, holder of Flizzr franchise for Slovenia, Anticus d.o.o., Brnčičeva ulica 13, 1231 Ljubljana - Črnuče, registration number 2086832 as printed on the rental agreement overleaf. The rental agreement relating to the vehicle described overleaf concluded between Flizzr and the renter shall be subject to all rental terms and conditions which are an integral part of the agreement. The renter with his signature hereby declares, acknowledges and undertakes the rental terms and conditions of this agreement.

### 2. CHECK OUT OF THE VEHICLE

The renter receives the vehicle described in the contract in proper working order, correctly maintained, with its bodywork undamaged, and without imperfections, apart from any defects observed and reflected in the rental agreement and belonging condition forms at the time of vehicle pick up. All existing damages on the vehicle are besides on the rental agreement in addition marked on at least one of the following forms: »Vehicle condition form« or »Pre-rental Inspection« (electronic form), where the renter with its signature agrees to the condition of the rented vehicle at the check out. With the renter's signature this form becomes a part of the rental agreement. In the event of observing any defect in the rented vehicle, which is not reflected in condition forms above, the renter shall be under the obligation to communicate this to the office of the owner at which the rental contract was formalized, before moving such vehicle from the parking place in which it is currently parked. All damages reported after leaving the station will be marked as new damage and are subject of renters personal liability. All forms are handed over to the renter or sent to their provided e-mail address.

### 3. AUTHORIZED DRIVER

In addition to the renter, the vehicle may also be driven by additional driver(s), by authorized staff in business rental, or by other drivers registered duly with their full name on the agreement form, all with written consent of Flizzr. Whenever the vehicle is driven by one or several additional drivers Flizzr may charge an administrative fee per rental, depending on rate determined by a valid pricelist. Each driver of the vehicle must hold a valid driver's license as required in Slovenia and has to comply with the Flizzr minimum requirements.. Renter and/or authorized driver is obliged to confirm his status regarding heavy traffic offences as described in article 23. of Slovenian road traffic law (ZPrCP). Renter and/or authorized driver is obliged to contact the nearest Flizzr branch in case such circumstances should occur during the rental period. In case the rented vehicle is seized by the authorities because of severe breach of local traffic rules and regulations, the rented is fully responsible for all resulting costs.

### 4. USE OF THE VEHICLE

The vehicle may only be used in normal road traffic. Not permitted are cross-country driving, driving school exercises, the preparation of or participation in motoring events, the use of racing tracks even if open to general public for testing and practicing, subletting the vehicle, transporting dangerous substances with the vehicle, transporting illegal goods in violation of regulations, transporting persons or property for remuneration, towing trailers or other vehicles unless equipped with a towing hook, driving the vehicle under influence of alcohol, tranquilizers, sleeping drugs or any other drugs that may influence driver's ability to operate the vehicle, nor any other misuse. The renter/driver must keep to the operating instructions, in particular the renter must use only the correct fuel specified in vehicle's registration documentation and is responsible that the car at all times contains sufficient levels of motor and transmission oil, anti-freeze and ad-blue fluid; in addition the renter should check that the tires have the correct tire-pressure, as well as act to the legal provisions in force for the operating of the vehicle. If the rented vehicle is not used according to these limitations or not according to vehicle instructions, the renter is fully responsible for all resulting costs. This specifically includes usage of wrong type of fuel or any other vital fluids (motor and transmission oil, cooling agent, ad-blue liquid etc.). This damages are not limited by excess or can covered by neither type of coverage offered from Flizzr. Rented vehicle should be driven and treated conscientiously and in a way of normal use. Rental mileage is counted from the time customer receives the vehicle, until the car is returned to Flizzr station. Term »unlimited mileage« used in rental agreement and rental terms means that included mileage for rental is 500km per day, term »limited mileage« used in rental agreement and rental terms means that included mileage for rental is 100km per day or 3000km per month. All long term rentals (more than 30 days), if not specified otherwise on the rental agreement, have a mileage limit of 3000 kilometres per each 30 days of usage. Every exceeded km will be charged as provided in section 13. Some vehicles may be equipped with a GPS tracking device (which is tracking and recording the vehicle's location during a certain time period) in order to ensure safety and quality service and possible tracking in cases of theft/conversion. Acquired tracking data can also be used in cases, that could result in financial or other type of damage for the renter or any other 3rd person. If the renter receives a justified claim by the state authorities, to hand out such data, he is obliged to do so, within the valid regulations and laws.

### 5. PARKING THE VEHICLE

As long as the vehicle is not in operation it must be kept locked. When leaving the vehicle the renter is obligated to take the vehicle keys and documents with him/her and keep them in a place inaccessible to unauthorised people. All other valuable items or possessions must be removed from the vehicle when leaving the car unattended. In case a portable navigation device is used, this should also be safely removed from the vehicle. In addition, any special legal or administrative rules for parking of vehicles in certain areas must be observed.

### 6. NO ENTRY CLAUSE

Entry with Flizzr vehicles rented in Slovenia may be permitted only to countries Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Great-Britain, Hungary, Ireland, Italy, Liechtenstein, Luxemburg, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Spain, Sweden, Switzerland, Vatican City. For vehicle groups EDAA, CDAE, FDAR, FFAR, PDAR, FVAR, additional permission is needed to enter Bosnia & Herzegovina, Hungary, Serbia, Montenegro, Bulgaria, Poland, Romania, Slovakia. Entering zone without electric charge unit is strictly drivers responsibility. Entry to any other country without explicit agreement with Flizzr in writing is a violation of contract and results in immediate termination of the rental agreement. Flizzr will report such vehicle as stolen and police, border guard or others authorised by Flizzr may confiscate the vehicle and the renter will be liable for all losses and costs. LDW, Top LDW or Super TOP LDW will NOT APPLY in countries Flizzr Slovenia has not permitted the entry to. By violating these travel restrictions the renter will be liable for the full value of the vehicle in case of damage, theft and/or conversion.

### 7. RETURN OF THE VEHICLE

The renter takes over the vehicle in good order and flawless technical condition and is obligated to return the vehicle in same condition together with all tires, tools, documentation, keys and accessories, ordinary wear and tear from reasonable use expected, to the agreed location by the agreed time +29 minutes at the latest. In case of good cause, Flizzr is authorized to demand an earlier return of the vehicle at the given time or immediately which than shall result in termination of the rental agreement without notice. In case the renter ignores such demand Flizzr has the right to file charge with the police and have them confiscate the vehicle. Unauthorized extension (i.e. not confirmed with Flizzr in writing) of the agreed rental period may result in exceeded costs for a rental day with 75,00 EUR + VAT per day for vehicle groups MCMN to CLMR and 120,00 EUR + VAT per day for vehicle groups CWMR to XFAR.

No vehicle must be returned to Flizzr after opening hours nor must the vehicle be returned by the renter at a location other than Flizzr office within official opening hours, unless the renter and Flizzr have agreed in written upon a different location and time of return. Failure to act in accordance with above written procedure will result in automatic extension of the rental contract until lessor has regained possession of the vehicle. In connection with returning the vehicle out of office hours, the renter will be held personally and fully liable for any accident, damage, loss or theft of the vehicle and total costs arising from such event. This clause shall apply regardless whether the renter has returned the vehicle keys or documents to Flizzr or not. If the vehicle is returned in heavily soiled state and the Flizzr employee is unable to perform check-in of the car for new damages because of dirtiness, the vehicle will then firstly be taken to cleaning and the check-in of the car will be performed again afterward. If new damage is detected during the check-in after the vehicle has been cleaned, the renter is responsible for the new damage regardless of moving the vehicle after the renter's return.

Should the vehicle be returned in a state of obvious negligence regarding cleanliness of the vehicle, renter will be charged 150 EUR + VAT (or more if Flizzr can prove the cost of cleaning) for any extraordinary cleaning of the vehicle.

### 8. RENTER'S/DRIVERS DUTIES AFTER DAMAGE, LOSS OR BREAKDOWN

In case of an accident or similar event the renter/driver is obliged – after securing location and rendering first aid – to take all action necessary to avoid additional damage and to safeguard evidence, in particular to ensure that:

- a.) the police are summoned immediately or in case of minor accident the European Accident Statement is enough
- b.) or the information of Flizzr the names and addresses of all persons and of any witnesses as well as the license plate numbers, insurance company name and insurance policy No. of all vehicles involved are recorded and a sketch is drawn,
- c.) no assumption of liability is declared on the part of Flizzr, and
- d.) adequate safety precautions for the vehicle are taken. The renter/driver must not leave the scene of the accident unless having fulfilled his/her duty to clear up the event and to identify the necessary details. In case of theft of the vehicle, of vehicle parts or accessories, the renter/driver has to file charge with the competent police station. For the original parking, he/she must name witnesses and draw a sketch. The renter/driver is obligated to report each case of damage or loss immediately to the nearest Flizzr station, in addition, within the 24 hours after such event in person, filling in the Flizzr damage form completely and truthfully. Police certificates must be enclosed. In case of vehicle theft, the renter/driver has to deliver the vehicle keys and documents within 24 hours to that Flizzr station. The renter/driver agrees to support Flizzr and their insurance company also in the future treatments on the matter. If the safe operation of the vehicle is not insured any more or its use is impacted after a breakdown, the renter/driver has to take proper safety precautions and has to agree on further actions with the nearest Flizzr station or – in after hours – has to protect the interests of Flizzr to the best of situation.

## 9. RESPONSIBILITY OF THE RENTER

During the rental period, the renter is responsible for all damages to, and for loss or theft of, the vehicle including parts and accessories. The renter is also responsible for the damage to the vehicle caused by weather, road conditions and acts of nature, even if the renter is not at fault. Damage claim cases are handled by the damage department of Flizzr Slovenia. A notice of the new damage and all further communications are handled through an electronic message on the electronic mail of the renter. The renter is obligated to complete and return the new damage report within the 8 days or liability will not be limited to the excess amount on the rental agreement and Flizzr Slovenia will be seeking all of the losses. The damages are estimated by an external expert agency and are afterwards invoiced to the renter in separated invoice from the rental invoice. In addition, the damages can also be calculated through »Damage pricelist«, which is available and on display at every rental location. In case that the vehicle damage calculation exceeds the liability, the damage can be calculated and added to the invoice on the basis of repair costs plus depreciation of the vehicle or on the basis of the replacement value on the maximum in case theft or loss. In addition, the renter is also responsible for costs of roadside help and car towing as well as estimator's fee of 14 EUR + VAT, administration handling fee of 10% of total damage estimation up to 50 EUR + VAT (or more if Sixt rent a car can prove) for handling the procedures and other costs incurred. If the vehicle is not in a condition of further lending due to the new damages and immediate repairs are required, the renter will be additionally charged for the loss of use regardless of the utilization of all vehicles in the Flizzr fleet. The Damage department of Flizzr Slovenia issues an invoice for damage compensation to the renter, who is obligated to pay the invoice in due time of fourteen days. If the renter fails to pay the invoice in due date, the Flizzr Slovenia has the right to send the case to the Claim agency. When handing over the vehicle to other persons including the additional drivers – as set out in section 3 – the renter is still responsible for compliance with the terms of this rental agreement and for the other person's conduct as if acting himself/herself. The damages are charged to the renter by the reservation group of the vehicle through the damage price list. All chargeable damages are logged into the system and are marked on the pre-rental inspection. The damages, not logged in the system and therefore not chargeable, are all superficial scratches and scratches under 2cm long in diameter. All dents are chargeable and the 2cm rule does not apply for dents.

## 10. LIMITATION OF RESPONSIBILITY

Except as provided in section 11, the renter can, in order to reduce his/her responsibility – as set out in section 9 – down to a certain deductible per event by purchasing the LDW clause (Loss damage waiver). This will be documented on rental agreement and the corresponding fee will be charged. The amount of the renters contracted normal responsibility for damages and/or theft of vehicle is stated on the rental agreement and can also be found on valid pricelists on display in all rental locations. Purchased product to achieve a limitation of responsibility will cover the renter and passengers in accordance with terms of insurance policy affected by lessor. The fees exemptions are obtainable from Flizzr. Liability for damages to the vehicle's body and/or loss can be minimized or even reduced down to 0,00 EUR with purchase of either Top LDW or Super Top LDW coverage, which has to be added to the rental agreement in written form, in addition- »Tyre&Glass coverage« can be added in the same way, to reduce renter's liability for damages to tyres or glass surfaces.

## 11. LAPSE OF LIMITATION OF RESPONSIBILITY

The limitation of responsibility under section 10 shall not apply in case of renters/drivers violation of the terms set in either section 2 through 8. In particular, this shall result from not summoning the nearest Flizzr Slovenia station in damage or loss of vehicle case – no matter if a third party is involved or not – thus depriving Flizzr of the possibility to clarify the matter impartially; from the vehicle being operated by a driver not authorized under section 3; from violation of the entry clause under section 6; from operating the vehicle under the influence of alcohol, tranquilizers, sleeping drugs or any other drugs that may influence the drivers ability to operate the vehicle resulting in damage or vehicle loss. The limitation of liability shall not apply if the car keys and/or the documents of the vehicle are not returned to the Flizzr rental station, stated on the rental agreement as the drop off location. Neither shall the limitation of responsibility under the section 10 apply in cases where there is a fair presumption that the damage is caused intentionally or gross negligently. Lapse of the limitation of responsibility will result in the renters full responsibility as set out in clause 9.

The coverage does not cover damage to the or caused by: damage or destruction of motor and other parts of the vehicle due to loss of cooling liquid, when driving after the vehicle was damaged; loss or use of the wrong type of fuel, motor oil, transmission or differential oil, ad-blue fluid (if such technology is used) and cooling liquid for whichever reason; damage due to load; damage due to operation before final repair; damage due to breaking of legal and technical regulations and principles, technical exploration of the vehicle and preventative measures; damage and additional costs for intervention costs caused by loss of breaking of the vehicle's keys or code card; damage due to transport with another vehicle by land, rivers, lakes, and seas; damage as a consequence of all kinds of wear and tear,

braking, abrasion, erosion, cavity, etc. All named damages will result in lapse of limitation of responsibility. This will result in the renters full responsibility as set out in clause 9. The renter is obligated to complete and return the new damage report within 24 h or liability will not be limited to the excess amount on the rental agreement and Flizzr Slovenia will be seeking all of the losses.

## 12. INSURANCE COVERAGE

Rental rates include third party motor liability insurance with a scope - at least – as legally required or customary in the vehicle's country of registration or the rental country. Each Flizzr vehicle licensed in Slovenia is insured for 3.700.000,00 EUR with included VAT per accident for personal injury, long-term health effect or death and 750.000,00 EUR with included VAT per accident for property damage or consequential loss, but is limited to 12.500,00 EUR with included VAT per person in case of death and 25.000,00 EUR with included VAT per person in case of permanent disability. This insurance does not cover any property damage in/on the vehicle.

On request, Flizzr will arrange for the renter an extended accident coverage PAP according to the valid pricelist. The arrangement for this extended coverage has to be clearly stated (in a written form) on the rental agreement. With extended PAI coverage all passengers (excluding the driver) are entitled to claims even in cases of permanent disability or death, resulting from accidents caused by the authorised driver of the rented vehicle.

## 13. RENTER'S FINANCIAL OBLIGATION

After return of the vehicle the renter is obligated to pay to Flizzr the total amount resulting from the particulars shown on the front of the rental agreement. This includes settlement of any fuel shortage upon return of the vehicle, which will be calculated according to valid pricelists. Prepaid full fuel tank service is available according to valid pricelist and has to be added to the rental agreement (in a written form) at time of vehicle pick up. The renter is also obligated to pay for all exceeded mileage upon return of the vehicle as provided in section 4, which costs 0,20 EUR + VAT, if not specified otherwise in a written form on the rental agreement. In case the vehicle is not returned in due time, the renter shall pay the agreed rate for each additional beginning date, adding the fees described in section 7 of these terms and conditions in cases of unauthorised extension. If a special rate limited in time had originally been agreed the entire rental from the beginning shall be charged at a standard rate applicable from the check-out date. Further on the renter must pay to Flizzr all damage to the vehicle not covered by insurance, including full value of the vehicle resulting from damages and/or theft if caused by the renter's violation of protection the vehicle against self-start and unauthorized use. The above applies in all cases, when the LDW has been accepted. In case of accident, for which 3rd party vehicle is responsible, renter is obligated to fulfill all necessary as provided in section 8. If not, renter will be charged for all damages on the vehicle as provided in section 9. The renter must provide a valid credit card of his possession (for renting vehicles with purchasing value over 30.000,00 EUR the renter must provide two(2) separate credit cards) at time of vehicle pick up. The credit cards will be authorised by Flizzr in most cases with two separate authorisations (one for the expected rental value and one for the liability). If the rental charges are paid with a credit card or charge card the card holder's signature shall be regarded as authorisation to debit the total amount to his/her credit card or charge card account. This authorisation shall also be valid for subsequent debts due to rental corrections, damage claims, traffic offences and any towing fees. In cases of accident, damage, loss or theft of the vehicle the renter agrees to give and sign an additional credit card slip through which all additional costs arising from such event will be charged on.

All charges are subject to VAT, which will be added to charges as specified in rental agreement, at a rate valid at the moment of issuing an invoice for the rental. Terms of payment are debit or credit card, net cash, i.e. 8 days from invoice date (if not specified otherwise in a written form). Flizzr reserves the right to charge statutory default interest on all due loan amounts, as well as the cost of securing payment and recoveries. The rental agreement is violated if the terms of payment are not observed.

## 14. TRAFFIC AND PARKING FEE

Driver is responsible for the resulting offenses against road safety and other offenses (for example: over speeding, incorrect parking, non-payment of parking fees, etc.). Driver is obliged to pay all fines and penalties resulting from any offense or unlawful conduct at the time of rental of a vehicle (eg a fine for speeding, a penalty for unpaid parking, etc.). In case of a call from a state or other competent authority, Flizzr is obliged to provide informations about driver (driver, address, date and time of rental, rental agreement,...).

## 15. LIABILITY OF FLIZZR

Flizzr endeavors to guarantee the perfect condition of the vehicle and to execute reservations and deliveries as agreed, however, shall not assume any liability in this regard. In particular, not for consequential loss or claims on behalf of third parties – except in case of intent or gross negligence. In case of non-availability of a vehicle with no replacement possible within 60 minutes or if an agreed delivery is delayed for such time the renter is entitled to withdraw from the agreement.

Flizzr shall not assume any liability for any direct or indirect loss or damage, caused by any fault, defect or breakdown arising from mechanical failure on the vehicle. If property belonging to the renter/driver or other passengers has been damaged or lost in or on the vehicle or in the Flizzr station before, during or after the rental Flizzr shall be liable only if intent of gross negligence can be proved.

For all other damage claims based on whichever legal reason, positive or fundamental breach of contract, Flizzr shall only be liable in case of intent or gross negligence but only up to a level of damage, typical for the contract and foreseeable.

#### 16. DATA PROTECTION

The renter agrees that his/her personal data will be stored and transmitted by Anticus d.o.o.(holder of Flizzr rent a car franchise for Slovenia) , Brnčičeva ulica 13, 1231 Ljubljana - Črnuče and other Flizzr companies, including foreign ones, in accordance with Slovenian legislation. The renter further on agrees that his/her personal data will be stored and transmitted, also abroad, for the purposes of sending our information on services of Flizzr companies and their marketing partners.

#### 17. CHANGES

Any novelties or changes to these rental terms and conditions are obtainable at the Flizzr counter where the car is rented. The renter with his signature hereby declares that he acknowledges and undertakes all novelties or changes to these rental terms and conditions of this agreement. In case of differences between the rental terms and conditions and novelties or changes to the rental terms and conditions the novelties or changes to the rental terms and conditions shall be considered as prevailing one.

#### 18. LAW AND COURT JURISDICTION

The rental agreement and all rental terms and conditions are governed by laws of Republic of Slovenia. In case of differences between the Slovenian text and the English text of this agreement and all its integral parts the Slovenian text shall be considered as prevailing one. Additions or amendments to terms in this contract are not valid unless agreed upon in writing. In the event of one or more of the stipulations of this agreement proving to be null or void, the other stipulations will remain in full force.

The competent court in Ljubljana, Slovenia shall have solve and exclusive jurisdiction over any dispute which may arise between the parties in connection with this agreement.

