

## **GENERAL RENTAL TERMS AND CONDITIONS**

### **1. INTRODUCTION**

These General Rental Terms and Conditions (hereinafter: "General Terms") apply to the entire business relationship between A-Anticus d.o.o., the Sixt rent a car franchise holder, located in Zagreb, Štefanovečka cesta 10, VAT ID: 07545451198 (hereinafter: "Rent a car"), and any legal or natural person who enters into a vehicle rental agreement with the Rent a car (hereinafter: "Customer").

The Rent a car and the Customer establish a business relationship by entering into a Rental Agreement (hereinafter: "Individual Agreement") which defines the specific conditions related to the rental of a vehicle (hereinafter: the "Vehicle" or "Rental Object"). These General Terms supplement the Individual Agreement and constitute an integral part thereof. In case of any discrepancies between the General Terms and the Individual Agreement, the provisions of the Individual Agreement shall prevail.

### **2. CONCLUSION OF AGREEMENT AND VEHICLE HANDOVER**

2.1. The Individual Agreement and these General Terms together constitute the Rental agreement under which the Rent a car provides, and the Customer accepts the use of the Vehicle specified in the Individual Agreement.

2.2. The Rent a car may, at its discretion and without giving reasons, refuse to conclude an Individual Agreement, and will certainly do so if:

- the prospective Customer does not meet the rental requirements stated in the Rental Information, including age, necessary documentation, or a valid credit card;
- the prospective Customer refuses to provide a deposit;
- the prospective Customer has outstanding unpaid debts to the Rent a car;
- circumstances indicate that the Customer intends to use the Vehicle in a manner contrary to the Rental agreement.

2.3. The Vehicle is handed over to the Customer at the Rent a car's branches. A premium location fee, according to the current Price List (e.g. airport branches), applies when picking up a Vehicle from premium locations. Exceptionally, upon request, the Rent a car may arrange pick-up or drop-off of the Vehicle outside working hours or at different locations (see Article 6.1.8).

2.4. Upon receiving the Vehicle, the Customer must inspect it and record any damage in the Handover Report (Pre-rental Inspection). If no remarks are noted, it is assumed that the Vehicle was handed over in the condition specified in the Individual Agreement.

2.5. When concluding the Individual Agreement, the Customer must sign a pre-authorization in the amount determined by the Rent a car (EUR 1,200–3,600). Exceptionally, this amount may be higher or lower depending on the rental duration, type of vehicle, chosen level of protection, and additional services. The reserved funds may be reduced by the final invoice amount, potential damage or penalty charges. Release of the reserved amount depends on the Customer's issuing bank.

### **3. RESERVATION**

#### **3.1. General**

3.1.1. Before concluding an Individual Agreement, the Customer may reserve a vehicle directly through the Rent a car or its business partners. For the avoidance of doubt, only the vehicle category may be reserved—not a specific vehicle. If the reserved category is unavailable, the Rent a car will offer a higher category vehicle under the same conditions.

3.1.2. At the time of reservation, the Customer may choose between a "prepaid" or "pay on arrival" option. Once selected, the type of reservation cannot be changed.

### **3.2. Prepaid Reservations**

3.2.1. In prepaid reservations, payment is made at the time of confirmation.

3.2.2. Upon pickup, the credit card used must be valid and presented to the Rent a car. This card will be charged for all additional rental-related costs.

3.2.3. The Customer may modify a prepaid reservation up to 48 hours before the rental begins, for a change fee of EUR 20. Any payment already made will not be refunded, even if the change results in a lower rental cost.

3.2.4. Cancellations may be made online or in writing to reservations@sixt.hr or Sixt Croatia, Štefanovečka 10, 10000 Zagreb. A cancellation fee equal to the 3-day rental charge, including all additional reserved services, applies.

3.2.5. In the event of a no-show, the full prepaid amount including additional services will be retained by the Rent a car.

## **4. OBLIGATIONS OF THE CUSTOMER**

4.1. The Customer must treat the Vehicle with due care and return it in the condition it was received. The Customer is responsible for the actions or omissions of all passengers, and all restrictions that apply to the Customer also apply to passengers.

4.2. The Customer may not modify the Vehicle, add or remove parts, install vehicle components, conduct repairs, apply stickers or signs, or repaint the Vehicle.

4.3. Only persons listed as additional drivers in the Individual Agreement may drive the Vehicle, subject to a fee per the Rent a car's valid Price List.

4.4. The Vehicle may not be used:

- for illegal activities or transporting hazardous goods;
- for racing, competitions, or training;
- as a driving school vehicle;
- to provide taxi services or transport people or goods for compensation;
- for off-road driving;
- for subrenting;
- in ways that significantly reduce the Vehicle's value beyond normal wear and tear.

4.5. The Customer is not authorized to:

- use the Vehicle outside Croatia, unless otherwise agreed in the Individual Agreement;
- tow or push any vehicle, trailer, or object;
- smoke in the Vehicle;
- drive off-road, on unsuitable roads, in dangerous areas, or contrary to traffic laws;
- drive while fatigued or under the influence of alcohol (any level above 0.00‰), drugs, or other substances impairing driving ability;
- drive in ways that do not comply with weather conditions
- drive in swimwear or wet clothing.

4.6. The Customer's obligations in the event of a vehicle damage event are the obligations to minimize damage and to comply with the Rent a car's instructions described in this paragraph if circumstances permit. The Customer is obliged to notify the Rent a car and the police without delay of any traffic accident involving the Vehicle, as well as of any evasion or theft of the Vehicle (hereinafter: Incident); to take the name, surname and addresses of all other parties involved in the Incident and witnesses and to submit to the Rent a car a duly completed document - "Damage Report Protocol".

The Customer is not authorized to admit liability, release any party from liability, settle any claim or accept any waiver of liability, or sign a settlement. The Customer is obliged to cooperate with the Rent a car and the Rent a car's insurer after the Incident in any investigation or subsequent legal proceedings arising from the Incident. The Customer is not authorized to arrange any service inspections, repairs, replacement of parts or the like, without the written permission of the Rent a car.

In the event of theft of the Vehicle, the Customer is obliged to notify the police and the Rent a car.

In the event of the Customer's failure to notify the Rent a car without delay of total damage, or major material damage to the Vehicle as a result of which it is difficult to use, or of the theft of the Vehicle, the Rent a car is authorized to charge the Customer compensation in the amount of the rental fee increased by fees for additional services and costs arising from the Customer's described failure.

4.7. In the event of the Customer's failure to return the vehicle to the Rent a car within the time limit and in the condition prescribed by the Individual Agreement and these General Terms and Conditions due to material damage to the Vehicle caused by him and if the Customer does not have a contracted additional service that reduces or excludes his obligation to compensate for material damage to the Vehicle or such additional service is not applicable to him in accordance with Article 6.3. General Terms and Conditions, in the event of minor damage, the Customer is obliged to pay the Rent a car compensation in the amount prescribed in the "Damage compensation catalogue" document, regardless of the actual amount of damage (contractual penalty), and in the event of major damage, compensate for the damage in accordance with the „*Damage inspection*“, up to the maximum value of the Vehicle that is the subject of the rental.

4.8. In the event of theft of the vehicle, the Customer is obliged to compensate the Rent a car an amount corresponding to the full value of the Vehicle that is the subject of the rent.

4.9 The Customer is liable to the Rent a car for any damage caused to the Vehicle or to third parties by negligent use or intentionally during the use of the Vehicle, unless otherwise defined in the Individual Agreement.

## **5. RENTAL FEE**

5.1. The amount of the rental fee is defined in the Individual Agreement. In addition to the rental fee, each Customer is obliged to pay the Rent a car a road fee in accordance with the applicable Price List, and any other services agreed in the Individual Agreement. Unless otherwise provided in these General Terms and Conditions, rent and other fees are charged upon termination of the Individual Agreement.

5.2. After the termination of the rental agreement, the Rent a car will issue an invoice to the Customer, which, in addition to the legally prescribed elements, will contain at least the following specifications:

- basic information about the Vehicle;
- the time period to which the rental invoice refers;

- the amount of the rent;
- the amount relating to additionally contracted services.

Exceptionally:

1. for rentals longer than 28 days, depending on the Price list, the rent and other fees are charged upon conclusion of the Individual Agreement before handing over the Vehicle to the Customer;
  2. in the event that the rent and other fees exceeds EUR 3,500.00, the Rent a car may, at its discretion, charge the rent and other fees upon conclusion of the Individual Agreement before handing over the Vehicle to the Customer
- 5.3. The Customer is obliged to pay the Rent a car for additional services that were not contracted, if the Customer actually used them.

## **6. ADDITIONAL SERVICES**

### **6.1.1. Third Party Liability Insurance (TI)**

The TI additional service includes third party liability insurance coverage up to the maximum amount recognized by the Rent a car under the insurance policy depending on the location of the damage. This service is included in every rental agreement and is free of charge for the Customer.

### **6.1.2. Reduction of compensation in case of damage**

Additional services- CDW/Top Cover/Super Top Cover enable the Customer to partially reduce the amount of compensation that he is obliged to pay to the Rent a car due to damage to the Vehicle, therefore except for the cases referred to in Article 6.2, in the event of material damage to the Vehicle, he is obliged to pay the following amounts to the Rent a car:

#### a) CDW

- 825.00 EUR (MBMR, ECMR, EDMR, EDAR)
- 925.00 EUR (CDMR, CLMR, CFMR)
- EUR 1,050.00 (CDAR, CWMR, CFAR)
- 1,150.00 EUR (CPMR, IDMR, CPAR, IDAR, IWMR, IVMR, IFMR, IFAR)
- EUR 1,250.00 (SDMR, SWAR, IVAR, SFMR, SFAR, ITAR)
- EUR 1,450.00 (SDAR, FDAR, FWAR)
- EUR 1,550.00 (SVMR)
- EUR 1,850.00 (FVMR, FFAR)
- EUR 2,150.00 (PDAR, FVAR)
- EUR 2,500.00 (XFAR)

#### b) Top Cover

- 200.00 EUR (MBMR, ECMR, EDMR)
- 250.00 EUR (CDMR, CLMR, EDAR, CFMR)
- 280.00 EUR (CPMR, IDMR, CDAR, CPAR, IDAR, CWMR, IWMR, IVMR, IFMR, CFAR, IFAR)
- EUR 300.00 (SDMR, SWAR, IVAR, SFMR, SFAR, ITAR)
- EUR 350.00 (SDAR, FDAR, FWAR)
- EUR 380.00 (SVMR)
- 450.00 EUR (FVMR, FFAR)
- 480.00 EUR (VAT, FVAR)
- EUR 550.00 (XFAR)

#### c) Super Top Cover

EUR 0.00.

### **6.1.3. Reduction of compensation in case of theft**

The additional services TP and Top Cover TP allow the Customer to partially reduce the amount he is obliged to pay to the Rent a car in case of theft, therefore except in the cases after Article 6.2., in case of theft Customer is obliged to pay the Rent a car the following amount of money.

a) TP

EUR 825.00 (MBMR, ECMR, EDMR, EDAR)  
EUR 925.00 (CDMR, CLMR, CFMR)  
EUR 1,050.00 (CDAR, CWMR, CFAR)  
EUR 1,150.00 (CPMR, IDMR, CPAR, IDAR, IWMR, IVMR, IFMR, IFAR)  
EUR 1,250.00 (SDMR, SWAR, IVAR, SFMR, SFAR, ITAR)  
EUR 1,450.00 (SDAR, FDAR, FWAR)  
EUR 1,550.00 (SVMR)  
EUR 1,850.00 (FVMR, FFAR)  
EUR 2,150.00 (PDAR, FVAR)  
EUR 2,500.00 (XFAR)

b) Top Cover TP

0.00 EUR (MBMR, ECMR, EDMR)  
0.00 EUR (CDMR, CLMR, EDAR, CFMR)  
0.00 EUR (CPMR, IDMR, CDAR, CPAR, IDAR, CWMR, IWMR, IVMR, IFMR, CFAR, IFAR)  
EUR 300.00 (SDMR, SWAR, IVAR, SFMR, SFAR, ITAR)  
EUR 350.00 (SDAR, FDAR, FWAR)  
380.00 EUR (SVMR)  
450.00 EUR (FVMR, FFAR)  
480.00 EUR (VAT, FVAR)  
550,00 EUR (XFAR)

#### **6.1.4 Tire and windshield protection (TG)**

In the event of contracting the additional TG service, the Customer is not obliged to pay the Rent a car any compensation for damage to tires and rims, windshield, side windows and rear window.

#### **6.1.5. Personal Accident Protection (PAP)**

By contracting the additional PAP service in the event of a traffic accident that includes the Vehicle, the Rent a car will pay the Customer compensation in the amount of EUR 3,000.00 for disability, EUR 3,800.00 for death and EUR 1,800.00 for medical expenses. In the event of death, the compensation is paid to the Customer's heirs.

#### **6.1.6. Roadside Assistance (BC)**

The BC additional service covers:

- assistance to the Customer in the event of a breakdown or damage to the Vehicle in Croatia and neighboring countries, with towing included in the event that it is not possible to move the vehicle (such as incidents that cannot be repaired on site),
- exemption of the Customer from paying compensation in the event of loss of keys or documents,
- exemption of the Customer from paying costs in the event of an empty battery or fuel tank, or costs incurred due to filling with the wrong fuel.

In the event of filling with the wrong fuel, the roadside assistance service only covers the cost of emptying the fuel tank, but not the filling of the Vehicle with fuel and it does not exclude the Customer's liability for damage to the Vehicle caused by filling with the wrong fuel.

#### **6.1.7. Refueling the Vehicle**

If the Customer wants the Rent a car to fill the vehicle with a full tank of fuel for him after returning the Vehicle, he can agree with the Rent a car in the Individual Agreement the additional service "Agreed Fuel" and return the Vehicle with an empty tank for a fee prescribed in the applicable Price List. If the Vehicle is returned with a full or half-empty tank, the Rent a car will not refund the Customer the fee charged, either in full or in part.

#### **6.1.8. Delivery and collection**

If the Customer wishes to collect the Vehicle at a branch office in a premium location (for example: airport) or at another location, the Rent a car will enable this (if possible) for the following fee:

- collection at a branch office in a premium location - 20.00 EUR + VAT

- collection at a location of the Customer's choice - minimum 40.00 EUR + VAT (depending on the agreed location)

A fee is applied for collection of the Vehicle outside the branch office's working hours in accordance with the Rent a car's current Price List.

## **6.2. Exclusions of additional services**

6.2.1. The additional service referred to in point 6.1.2 does not include:

- material damage caused by lack of oil or the use of unsuitable fuel,
- damage to the vehicle interior
- damage to the chassis
- damage to wheels/tires, wheel covers/rims
- burnt clutches
- damage to the crankcase

6.2.2. The additional service referred to in point 6.1.3. does not include:

- loss of keys or vehicle documents
- loss of license plates

6.2.3. For the avoidance of doubt, no additional service includes parking and traffic fines.

6.2.4. All additional services are excluded if the vehicle is used in a manner contrary to Articles 4.2.-4.5. and Article 7 of these General Terms and Conditions, or if the cause of the theft or damaging event is the Customer's gross negligence, as a result of which in such cases the Customer will lose the protection of TI, TG, PAP, BC or in the event of damage the Rent a car will charge him the full amount of the damage or the value of the vehicle, depending on what is applicable in the specific case.

## **7. TERRITORIAL RESTRICTIONS OF THE RENTAL AGREEMENT**

7.1. The Customer is authorized to use the Vehicle exclusively on the territory of the Republic of Croatia.

7.2. The Customer is authorized to use the Vehicle in the following countries: Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Hungary, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovenia, Slovakia, Spain, Sweden, Switzerland exclusively only if this is agreed under the Individual Agreement and for which an additional fee is charged as determined in the Individual Agreement according to Rent a car's Price List. For the avoidance of doubt, contracting the use of the Vehicle in these countries does not authorize the Customer to return the Vehicle in those countries.

7.3. If the Rent a car subsequently discovered that the Customer has used the vehicle in the countries referred to in Article 7.2. without this having been agreed or in countries where the use of the vehicle is not permitted at all, the Rent a car shall charge the Customer a fee in accordance with Article 13.5. of these General Terms and Conditions. Other consequences of the Customer's violation of the provisions of this Article are prescribed in Article 6.2.4. of the General Terms and Conditions.

7.4. The Customer is obliged to inform the Rent a car if he intends to drive the Vehicle to a ferry/island, in which case an additional fee defined in the Rent a car's current Price List shall apply.

7.5. In the event of the Customer's failure to act in accordance with the previous paragraph of this Article, if damage to the Vehicle occurs on a ferry/island, Article 6.2.4. of the General Terms and Conditions shall apply.

## **8. ONE-WAY RENTAL**

8.1. At the Customer's request, the Contracting Parties may also agree that the Customer returns the Vehicle to another Sixt branch in the Republic of Croatia or a country referred to in Article 7.2., for which an additional fee prescribed in the Price List applies.

## **9. ADDITIONAL EQUIPMENT**

9.1. In addition to the fee prescribed in the Price List and specified in the Individual Agreement, the Rent a car may provide the Customer with the following additional equipment in the Vehicle:

1. Navigation system
2. Baby and child seats
3. Wi-Fi
4. Personal travel assistant - Sixt Connect
5. Mobile personal travel assistant (PTA) under the conditions prescribed in the Rental Information
6. Sixt Connect NAVI (including GPS).
7. Sixt Connect WIFI (includes GPS, tourist guide and WIFI hotspot (up to 5 devices) with mobile internet)
8. Sixt Connect PLUS (includes GPS, city guide, WIFI hotspot (up to 5 devices), mobile internet and unlimited free calls worldwide)

Baby and child seats in the Vehicle are installed by the Customer, as a result of which the Rent a car is not liable for any damage to the Customer caused by an incorrectly installed seat.

## **10. CUSTOMER'S LIABILITY FOR TRAFFIC FINES/VIOLATIONS**

10.1. The Customer is responsible for paying all fees and penalties incurred by the use of the Vehicle, as well as for paying tolls and is obliged to reimburse the Rent a car for all fees/fines charged by the Rent a car and incurred by the use of the Vehicle by the Customer.

10.2. The Customer declares that is aware that in the event of authority request, the Rent a car is obliged to provide them with information about the Customer (name and surname, address, date and time of the lease, lease agreement, etc.).

## **11. ADDITIONAL FEES FOR ADMINISTRATIVE SERVICES**

The Customer declares that he will also pay the Rent a car all costs that Rent a car will incur due to providing the competent authorities or to the Customer himself with relevant data as follows:

- a) fee for the delivery of data and/or documentation to the Customer in the amount in accordance with Rent a car's Price List
- b) fee for the delivery of data and/or documentation to the competent authorities in the amount in accordance with the Rent a car's Price List

For the avoidance of doubt, the fee under a) shall not apply if it concerns documentation that, in accordance with the applicable law, the Rent a car must provide to the Customer free of charge.

For the avoidance of doubt, the fee under b) applies regardless of the form in which they are submitted (response to the submission of driver information, appeal to a misdemeanor order, etc.).

## **12. DURATION OF THE RENTAL AGREEMENT**

The rental agreement terminates upon the expiration of the term for which it was concluded.

In the event of reasonable suspicion that the Customer will not return the Vehicle or will not return the Vehicle undamaged, in the event of minor material damage to the Vehicle, as well as in the event that the Customer violates the provisions of the rental agreement, the Rent a car is authorized to terminate the rental agreement before the expiry date.

In the event of total damage or major material damage to the Vehicle that makes it difficult to use, the rental agreement is terminated ex lege.

In the event of a malfunction of the Vehicle or minor material damage, the rental agreement is terminated at the moment the Customer returns the vehicle to the Rent a car.

## **13. RETURN OF THE RENTAL SUBJECT**

13.1. After the termination of the rental agreement, the Customer is obliged to immediately return the vehicle with all keys and hand over all documents in good condition to the branch office in the Republic of Croatia where he took over the Vehicle, unless otherwise defined in the Individual Agreement.

13.2. Unless otherwise defined in the Individual Agreement or these General Terms and Conditions, the Customer is obliged to return the Vehicle with a full tank, otherwise he is obliged to pay the Rent a car the fuel filling fee defined in the Price List and the amount of fuel filled.

13.3. During the term of the rental agreement, at the request of the Customer, the Contracting Parties may conclude a new rental agreement immediately upon the expiration of the existing agreement. In the event of the impossibility of physically signing the rental agreement, the Rent a car shall deliver a new contract proposal to the Customer by e-mail (which action shall be considered an offer), and the Customer shall express its consent to the conclusion of the agreement by e-mail (which action shall be considered acceptance of the offer). When concluding a new rental agreement, at the request of the Rent a car, the procedure referred to in Article 2.5. of these General Terms and Conditions shall be carried out again (pre-authorization).

13.4. If the Customer fails to return the Vehicle on time, the Rent a car shall have the right to charge the Customer a fee for each day of delay in the amount of the rental fee increased by fees for additional services and costs incurred due to the delay in returning the vehicle. All agreed additional services shall be extended and all obligations of the Customer shall remain in force under the rental agreement. If the Customer does not return the Vehicle, the Rent a car has the right to seize the Vehicle from the Customer itself or authorize a third party. The Customer expressly declares that access by the Rent a car or a third party authorized by the Rent a car to seize the Vehicle to the Customer's premises is permitted. The Customer shall bear the costs of seizing and storing the vehicle. The Customer shall not have any retained rights to the Vehicle.

13.5. In terms of paying the rent, if the Customer has returned the Vehicle before the expiry of the rental agreement, it shall be deemed that it has been returned upon the expiry of the rental agreement. Therefore, the Customer is not authorized to claim a refund of part of the rent due to early return. For returning the Vehicle to a branch office where return has not been agreed, a fee shall be agreed in the amount determined by the Rent a car at its discretion, up to a maximum of EUR 2,500.00 + VAT.

13.6. In the event of loss of the key, Vehicle's documents or in the event that the Vehicle requires a special cleaning procedure after return (i.e. removal of odors, animal contamination, liquid spills, etc., sitting in a wet swimsuit), the Customer authorizes the Rent a car to charge him a fee in accordance with the Rent a car's Price List.

13.7. In the event of a malfunction of the Vehicle that is not caused by the Customer's actions, the Rent a car will provide the Customer with a replacement Vehicle at his request, for which the parties will conclude a new Individual Agreement. In the event of the impossibility of physically signing the rental agreement, the method of concluding the agreement from paragraph 3 of this Article shall apply. Upon handover of the replacement vehicle, the Customer is obliged to immediately inspect it, take pictures of the defects and send comments with pictures to the email address from which he received the rental agreement proposal (offer), otherwise it is considered that he received the Vehicle in good condition, without damage.

13.8. For the avoidance of doubt, it is expressly stated that the Rent a car is not liable to the Customer for any loss or damage to property left in the Rent a car's vehicle, office or parking lot before, during or after the rental period.

#### **14 TRANSFER OF RIGHTS**

14.1. The transfer of rights from the Customer to a third party is possible only with the written consent of the Rent a car.

#### **15. DISPUTE RESOLUTION**

15.1. The contracting parties agree that any disputes will be resolved amicably, and if this is not possible, the jurisdiction of the competent court in Zagreb is agreed upon, and the law of the Republic of Croatia is applied.

#### **16. ENTRY INTO FORCE**

16.1. These General Terms and Conditions enter into force on 01.10.2025.