

1. DEFINITIONS AND GENERAL PRINCIPLES

The hire contract, referred also as rental agreement, **is made on personal basis, and may not be transferred.**

»You«, »the hirer«, »the renter«, means the drivers and payers mentioned in the hire contract and those signing it, who are deemed hirers.

»The company« and »Divo« means Divo d.o.o. (Divo).

»The vehicle« means passenger car or utility vehicle let to you for the duration agreed under the hire contract.

»Damage« shall mean any damage to the vehicle including glass damage, which shall include lenses, mirrors and lights.

»Theft« of the vehicle shall include vandalism, theft of accessories and attempted theft.

2. PAYMENT

The charges contained in the price list in face at time of renting shall apply. Where the renter does not fulfill the conditions attached to any special rate he shall pay the normal rate, in the case of a one way rental, the rate of a single journey. This shall also be payable where a heavy goods vehicle, contrary to the agreement is returned to a station other than the one which it was rented. When a vehicle is returned abroad, the costs of re-transporting the vehicle shall be charged to the renter, the exact amount depending on the place where the vehicle was returned. Fuel costs and refueling service will be debited to the renter, if the vehicle is not tanked up on return. The renter is liable for all fees, fines and penalties that are addressed to the car rental company during the term of the hire. Accordingly, you are informed that your references may be notified to the police authorities on demand. Company - renter is fully liable for the acts of its driver.

When renting the vehicle a deposit is payable of at least the prospective final rental and excess amount. The balance is payable in cash or with other means of payment when returning the vehicle. Where in accordance with a contractual agreement the rental charge is paid by credit it shall be due within 8 days from return of vehicle. Once a delay has occurred, each reminder shall be charged. Interests according to law will be charged. All hirers-passengers shall be jointly liable for the cost of hire.

When presenting a credit card, renter agrees to pay with this credit card and agrees for the company to put all charges, including late charges to this credit card.

3. RETURN OF THE VEHICLE

The renter undertakes upon expiration of the rental period, to return the vehicle to Divo at the agreed station of return during the office hours of Divo. The mileage shall be calculated according to the mileage indicator starting at the rental station and ending at the station of return. In the event of proven failure of the mileage indicator the mileage shall be calculated in accordance with distances shown on the map, plus 10% with a minimum of 100 km per day, unless the renter can prove lower mileage. Vehicle must be returned clean.

The hire shall end upon return of the vehicle, its keys and documents at the company's counter, to a uniformed Divo agent. You should never return the keys of vehicle to unauthorised person of Divo or third parties. In case of theft, the vehicle value penalty applies.

In the event the vehicle is returned without its keys and/or documents, the cost of their replacement will be charged to the renter, including the costs of immobilization, as well as of bringing the vehicle back. The company shall bear no liability for property left in the vehicle at the end of the hire.

Caution: Only transfer of possession of the vehicle, documents and keys altogether to the agent during the station's opening hours and check-in shall put an end to the hire contract. You are liable until the end of the hire contract, including for vehicle's condition, even though the check-in document hasn't been signed by the renter. In case the vehicle is returned out of opening hours and/or out of the station and/or in another country than origin (Slovenia), the renter is liable for vehicle condition and agrees with it to the end of the hire contract when the vehicle is checked-in by Divo Slovenia agent **even though the check-in document hasn't been signed by the renter. If the vehicle is returned in any other location than agreed with Divo Slovenia, unauthorized drop off charge in amount of 2400€ including VAT applies in addition to one way fee as per price list.** Renter is as well liable for all interior and other damages not covered with insurance and must pay for these damages in any case. Hire and driver's responsibility end only when vehicle has been checked by Divo Slovenia. Please refer to Art. 5.4 as well. Should the vehicle be returned wet and/or dirty or in a dark place so that damages could not be recognized, all damages found after cleaning will be charged to the renter. In case renter abandons the vehicle and does not inform Divo of its location is the renter liable for the vehicle for the whole period up to finding the vehicle and is liable to pay for the rent for the whole period and all other costs (e.g. fines, tow away charges, costs with searching for the vehicle, unauthorized drop off charge, etc.). If the vehicle isn't discovered within 3 months after the expiration of the rental period, the renter is liable for the vehicle value and any other costs suffered.

4. RESERVATION, DELIVERY AND CANCELLATION

Any reservation shall only be binding with respect to price ranges but not individual types of vehicle. Delivery of the vehicle must be taken at the latest within one hour of the agreed time, thereafter Divo shall no longer be bound by the reservation. Cancellations must be received a minimum of 24 hours from the start of the rental period. Where this is not the case the basic charge for one day becomes payable unless the vehicle can be rented out elsewhere. For reservations and rentals we are collecting the following data: Name, Last name, Address, Phone number and Email address, Personal ID number, Drivers license number and validity date. This data is not used for marketing, except Email address.

5. THE VEHICLE

5.1. The vehicle's condition

A document describing vehicle's condition is attached to your contract and/or already written on the contract. You agree to put on it in writing by Divo staff, **before departing the station**, any apparent damage not described. If not, we shall be deemed to have delivered a vehicle complying with the statement. **We are unfortunately unable to accept claims relating to apparent damage (interior, engine, exterior) not reported at the time of departure. You must return the vehicle in the condition in which you received it.** Any reconditioning costs caused by the renter's misconduct shall be added to the cost of hire.

5.2. Authorized driver

The vehicle shall only be driven by the renter himself, the driver named in the rental contract, the professional drivers employed by renter on his behalf. A valid driving license shall in each case be obligatory. The renter undertakes at the request of Divo to state the name and addresses of all drivers of the vehicle in so far as they are not named in the rental contract itself. The other drivers shall be regarded as vicarious.

5.3. Use of the vehicle

a. **Travel outside of Slovenia is not allowed. Exceptionally, it is permitted with a prior written agreement from Divo, who in the rental contract states the countries where the journey is permitted. In this case, there is a compulsory surcharge for driving to explicitly agreed countries.**

b. The renter is prohibited from using the vehicle for any other following:

- taking part in motor sports events and vehicle tests,
- transporting inflammable, toxic or other dangerous substances, transporting unsolid load (Eg. sand, wood,...)
- committing crimes or other offences, even when these are only punishable under the law, of the place where the offence was committed,
- rehire,
- to carry a number of persons in excess of that mentioned on the vehicle's reg. certificate
- to push or tow vehicle
- any other purpose beyond those described in the contract.

c. You undertake to use the vehicle in a prudent and reasonable fashion, and in particular, without being under the influence of alcohol, narcotics or any other substance liable to be detrimental to your driving ability, as laid out in the Highway code and in accordance with its intended use, which, for a passenger vehicle, means mainly the carriage of persons on a gratuitous basis. Failing to do so, renter is liable for all damages and costs caused.

d. The goods and baggage carried in the vehicle shall not damage the vehicle.

e. When you park your vehicle, even for a short stop, you undertake to lock the vehicle and to use the alarm and/or anti-theft devices fitted to the vehicle.

You undertake not to leave any valuable items visible in the vehicle. Failing to do so, the renter is responsible for any damage caused (i.e. Break-in).

f. In the event of damage or theft, you must immediately notify Divo and forward to Divo as soon as possible the accident report and police report or receipt of theft issued by authorities, together with vehicle's keys and documents. Failure to return the car keys and documents shall render the theft waiver void.

g. It is forbidden to drive off-road and on unpaved-roads.

h. **Nonsmoking vehicles. Penalty fee 150€ including VAT.**

Divo is not responsible for the renter's personal property or personal property of any other person, left or driven in/on the vehicle. By signing this contract, the renter explicitly waives the right to any claims arising from the above mentioned loss and/or damage connected with it.

5.4. Maintenance-Mechanical problems

During your hire and according to the mileage run, you will be required to perform customary inspections (oil level, tire pressure, water levels, etc.) in accordance with reasonable and prudent use and act accordingly (e.g. add/change oil, air). Failing to act accordingly, renter is responsible for all damages caused.

Repairs which may become necessary to warrant the proper function and road-worthiness of the vehicle may be contracted for by the renter without prior permission up to sum of € 20.00, whereas larger repairs require Divo consent. Repairs or replacement of parts may be performed only at authorized service workshops. In case of replacement of parts the renter shall also be obliged to present replaced parts. Divo will pay for repair costs on production of necessary receipts and replaced parts, unless the renter is responsible for damage. Receipts are only refundable if written to the Divo official name and address. The costs shall not be acknowledged if the repair is performed without approval, outside of an authorized service, if the replaced parts and receipt have not been presented.

The renter is fully liable for damages to the engine and/or any other parts of the vehicle and any other costs caused by driving-using-improper operation (refer as well to 1st. Paragraph in Art. 5.4 1st Par. And Art 6.1) the vehicle against reasonable and prudent use and shall indemnify the company for the costs actually suffered (e.g. repair, personal transfer, replacement car delivery, road assistance, tow away truck, fines, fuel replacement etc.) and administration costs. The renter is as well full liable if it was established only upon returning/replacing the vehicle that the malfunction or damage was caused by renter. Divo has the right to refuse to replace the vehicle.

If upon returning the vehicle it is established that any part of the vehicle, equipment or additional accessories has been lost or replaced with worse without Divo's authorization, the renter shall be obliged to pay damages in the amount of market value of the lost/replaced parts or equipment valid on the date of returning the vehicle. Renter is also responsible and shall be obliged to pay damages-costs if damages are discovered later or are established to be caused by renter.

Divo obliges itself to provide renters with assistance in case of mechanical problems or damages to the vehicle that cause its immobility and a replacement vehicle, unless the vehicle has been used against Art. 5.3, Phar. a-c in first possible time. Divo does not take any responsibility and is not obliged to pay for any claims of the renter arising from waiting period to get a replacement car. Only if Divo doesn't renter with replacement car within 24 hours is renter entitled to refund in amount of a daily rate for each day (1 day=24 hrs) after 1st 24 hrs renter is paying for that day. If he renter is responsible for damage and/or immobility of the vehicle, Divo has the right to replace the vehicle with a vehicle of a lower group/rate if same group not available for the rate agreed for the damaged/broken vehicle group. No refund for lower group rate can be made and no such claims will be accepted. Due to the damage/immobility reason, Divo has the right to refuse to replace the vehicle as well as for the assistance costs and costs of new key or repairing it, if the key has been lost / damaged by renter or stolen to renter.

Renter has the right to ask Divo for assistance also for minor difficulties (e.g. changing the tire, starting the car after the battery was dead), but shall cover the costs of such assistance. If it is established there were no actual malfunctions (e.g. the vehicle doesn't start as driver doesn't press clutch etc...) Renter shall cover complete costs of such assistance.

5.5. Accidents

In the event of any slight damage, the renter shall submit to Divo a written report together with a diagram and will call the police to write a police report. In particular, the accident report shall contain names and addresses of the persons involved and those of any witnesses as well as the registration numbers of any vehicles involved and green card details if involved vehicles from abroad.

6. LIABILITY IN THE EVENT OF DAMAGE TO THE VEHICLE HIRED OR THEFT

You are responsible for the vehicle in your custody.

Accordingly, in the event of theft or damage to it for which you are responsible, or in the absence of an proven Liability of a Third Party you shall indemnify the company for the damage actually suffered (cost of repairs, towing costs, market value of the vehicle, immobilization and administrative costs, any 3rd Party claims, ...) Third party, liability shall be proven, when insurance company establishes full liability of 3rd party and refunds complete damage costs.

When coverage (CDW and THW) are paid, upon the end of the hire, in the event of damage or theft, the renter shall be charged an amount equivalent to the non-waivable amount (see price lists) for actual vehicle group, referred as well as excess or deductible or minimum responsibility, separately per each event, also in the case there is no apparent damage to the hired vehicle, but the 3rd Party (vehicle, person or object) is damaged. The renter shall be charged a non-waivable amount for the actual vehicle group driving, regardless the charge group for rent itself. SCDW is valid for 1st damage only, for every next damage renter shall be charged full non waivable amount. Non waivable amount however always excludes Handling fee in amount of 91,50 EUR.

6.1. Invalidation of waivers

The liability waivers are to be voided if renter in failure of comply the terms of Clause 5 and the terms of generally-applicable law governing liability.

The renter is fully liable in the event of an infringement to the contractual conditions, in particular for losses that arise in the event of use by an unauthorized driver or for a prohibited purpose. If the renter shall have fled the scene of an accident or has infringed against his obligation according, the renter is also fully liable unless the infringement has no effects on determining the loss.

In addition, the renter is fully liable in the event of deliberately or gross negligently causing the loss, in particular of being unfit to drive due to the consumption of alcohol as well as for losses that are caused by cargo or by improper operation (e.g. filling up with wrong type of fuel). Caution: impacts on the top and bottom body-work are not covered by the damage waiver.

Insurance shall in no case cover the costs of damages to tires, mirrors, wind screen (glass), fuel pump, wheels, antenna, oil reservoir, interior and underneath of the vehicle and any damages or costs (refer to Art. 5.4) to the engine and other operational parts (e.g. not adding the oil, not properly closing the oil or fuel reservoir or filling up with wrong type of fuel). The costs of these damages and all other costs involved shall always be covered by the renter. Handling fee in amount of 91,50 EUR applies.

7. LIMITATION OF ACTIONS

Where the accident was reported to the police or in case of Article 5.4 any claims for damages by Divo against the renter shall only become due once Divo has had an opportunity to pursue the records of investigation. The term of limitation in this case begins 6 months at the latest after the return of the vehicle. When such records become available shall Divo immediately advise the renter of the date they were produced to them. Divo shall not be liable for claims or remedies from renter arising from damage/loss of personal and other belongings or hurt feelings. Divo shall be liable for claims or remedies, such as bodily injuries from renter arising from accident, theft etc. only if the insurance has been purchased by renter and insurance company establishes such a claim for justified and only in amount of coverage insurance company provides and actually pays. Renter obliges him/herself not to pursue Divo for any amounts in addition to those paid by insurance company.

8. JURISDICTION

Any disputes arising from or in connection with this Contract shall be referred to the courts of Ljubljana Slovenia.

9. By signing the rental agreement-contract and vehicle condition report (which is part of the rental agreement-contract), the renter acknowledges the terms and conditions (which are part of the rental agreement contract) indicated in this document (front and back page), with which renter promises to comply.