

GENERAL TERMS AND CONDITIONS FOR BIKE RENTAL AGREEMENT

S.F.T. sport j.d.o.o., OIB _____ owner Ela Trinajstić

1. INTRODUCTORY REGULATION

- 1.1. General Terms and Conditions of the rental agreement (hereinafter: the General Terms and Conditions) which are attached and form an integral part of the Rental Agreement (hereinafter: the Agreement) concluded between S.F.T. sport, Željka Čepulića 7, 51221 Kostrena / OIB _____ as a lessor (hereinafter: SFT sport j.d.o.o.) and legal or natural person as a lessee (hereinafter: the User) _____ establish authority and management of the rented bike, bike hire and return, bike maintenance, bike breakdown, rent payment, insurance, traffic accident and other rights and obligations that both parties fully accept by signing the Agreement.
- 1.2. By signing the Agreement, the User confirms that he is familiar with the General Terms and Conditions and price lists of S.F.T. sport j.d.o.o. company which are attached to the Agreement and form an integral part thereof.
- 1.3. Terms defined in the Agreement, unless otherwise expressly stated, have the same meaning in these General Terms and Conditions.

2. AUTHORIZATION AND MANAGEMENT OF THE RENTED BIKE

- 2.1. The bike is rented to the User, under the condition that the User is a natural person or the responsible person of the User - legal entity, which meets the following conditions: more than 18 years old and equipped with protective helmet for the head. These conditions must also be met by an additional driver.
- 2.2. Under the bike rental agreement, renting period is specified in the Agreement, where the longest renting period is one month, whilst rent lasting less than 1 day is counted as 1 rental day.
- 2.3. The rented bike may only be operated by the User personally, i.e. authorized person of the User - legal entity or person specified in the Agreement as an additional cyclist, complying with the provisions of these General Terms and Conditions and all applicable laws, under condition that these persons have met the conditions described in point 2.1.

- 2.4. The User commits to use bike for personal needs, not to use bike under the influence of alcohol and drugs, for illegal purposes, for sports events (races or speed trials) and not to give bike as sublease.
- 2.5. The User commits to use rented bike within the borders of the Republic of Croatia and will not use a bike outside the state border of the Republic of Croatia without obtaining written permission of S.F.T. sport j.d.o.o prior, otherwise User is obliged to fully pay for any damage (including the loss of a bike).

3. DATA COLLECTION AND PROCESSING

- 3.1. The user provides personal data voluntarily. The User's personal data is collected for the purposes of concluding and executing the Agreement with S.F.T. sport j.d.o.o. and the Company commits that all User's personal data obtained under the Agreement will be processed, provided with appropriate protection, and kept secret in accordance with the relevant provisions on the protection of personal data and exclusively within the scope and purpose of their collection.
- 3.2. The rights of the User and the protection of rights are determined by the relevant regulations on the protection of personal data of the Republic of Croatia and the General Regulation on Data Protection.
- 3.3. Company's privacy policy can be obtained at: _____
link.

4. BIKE RENTING

- 4.1. When renting a bike, the User is obliged to sign the Rent Agreement which includes the Condition Form of a bike (hereinafter: the Form) which is an integral part of the Rent Agreement.
- 4.2. Before signing the Form, the User is obliged to check the condition of the bike and accessories. If any part of the listed equipment is missing or there are some other defects, the User is obliged to indicate immediately in the Form objections to the condition of the bike.
- 4.3. By signing the Form, the User confirms that he has checked the condition of the bike, that he has rented a mechanically correct bike with all associated accessories (key and battery charger) and that there are no other remarks regarding the condition of bike equipment.

5. VEHICLE RETURN

- 5.1. The User commits to return a bike within the period (hour, day, month and year) and place specified in this Agreement, in the condition in which he rented it, with all associated accessories and documents.
- 5.2. The user reserves the right to request early return of the vehicle, but the amount of the rental price does not have to be recognized (reduced and refunded) unless otherwise agreed when concluding the contract and indicated in the note.
- 5.3. When returning the vehicle, the User is obliged to present to the authorized employee of S.F.T. sport Rent Agreement and bike Condition Form. Authorized employee of S.F.T. sport will inspect the bike in the presence of the User and will enter data on the observed deficiencies (if any) in the Form with regards to the condition when rented.
- 5.4. The user may extend the lease no later than 24 hours before the lease expires with the written approval of S.F.T. sport j.d.o.o. company. Otherwise, in case of delay, the User holds a bike without a legal basis. If the User does not return the bike 24 hours after the expiration of the Rent Agreement, and has not previously contacted S.F.T. sport j.d.o.o. and thus does not receive approval, the event is reported to the police with the User's data.
- 5.5. The return of the bike is possible at the S.F.T. sport j.d.o.o. during working hours -according to a pre-arranged time, as well as outside working hours - outside the business entity S.F.T. sport j.d.o.o., with the prior consent or confirmation of S.F.T. sport j.d.o.o.
- 5.6. If the bike is not returned to the business entity S.F.T. sport j.d.o.o. and left at another location or returned to the branch outside its opening hours, without previously been agreed with an authorized S.F.T. sport j.d.o.o. employee, The user is obliged, if the bike is left in the territory of the Republic of Croatia - to pay a contractual penalty in the amount of the value of the new bike less depreciation.
- 5.7. Employees of S.F.T. sport j.d.o.o. have the right to control the vehicle at any time via the GPS system. In the event where they determine that the User does not comply with the terms of the Rent Agreement, S.F.T. sport j.d.o.o. employees are authorized to confiscate the bike from the User.

6. VEHICLE MAINTENANCE

- 6.1. The user commits to conscientiously use, maintain, store and load the bike in accordance with the manufacturer's instructions and not to make any changes to parts, assemblies or units on the bike without the permission of S.F.T. sport j.d.o.o. Thus, the User undertakes to stop riding immediately if the bike breaks down on the electronic circuit and to inform S.F.T. sport j.d.o.o. ; that the bike will only be used for their own needs; that the bike will be operated only by the User or a person who is listed in the contract as a driver, or in the contract listed as an authorized person of the User-legal entity, all under condition that these persons have the necessary permits and management documents for the bike; that he will not use the bike for illicit purposes, for example for committing criminal offenses, customs, foreign exchange or other offenses or other illicit acts; to take care of the technical correctness of the bike; that the User, when bike not in use, must lock the vehicle and take the keys from the battery pack and other safety devices if they exist on the bike. In the event of damage or breakage to the bike, the User commits to stop using the bike and notify S.F.T. sport j.d.o.o. about the breakage.
- 6.2. S.F.T. sport j.d.o.o. will reimburse the User, upon presentation of a valid invoice and proof that it has been paid, the costs of regular service maintenance, which he has undertaken in agreement with S.F.T. sport j.d.o.o. company.
- 6.3. In case of theft of the bike, it is determined that the User has grossly violated the provisions of the Agreement and that he is then liable to S.F.T. sport j.d.o.o. company for the full amount of the damage and cannot be released from the obligation to compensate the damage.
- 6.4. The User undertakes to bear the costs of tire repairs, mechanical and electronic failures (and after the termination of the Contract), and other costs incurred during the use of the rented bike which could not be noticed at the end of the lease.

7. BIKE BREAKDOWN

- 7.1. S.F.T. sport j.d.o.o. is not responsible for compensation, nor for delays caused by malfunction or malfunction of the bike.
- 7.2. In the event of a breakdown or damage to the bike during rental, S.F.T. sport j.d.o.o. does not commit to make a replacement in the territory of the Republic of Croatia.

- 7.3. Necessary emergency repairs undertaken by the User or replacement of vehicle parts may only be carried out in authorized centers with the prior approval of S.F.T. sport j.d.o.o. company. The user is entitled to a refund, but only with the presented invoices of the authorized center that performed the repair and with the mandatory return of the changed parts. Otherwise, the costs are not recognized!
- 7.4. If, when returning a bike, is determined that any part of the bike or equipment has been changed without the approval of S.F.T. sport j.d.o.o. company, i.e. if it is lost, the User will be charged damages in the amount of the market price of the newly acquired subject part of the bike, valid on the day of return.

8. RENT PAYMENT

- 8.1. The user commits to immediately pay the amount for rent to S.F.T. sport j.d.o.o. by offer / invoice, according to the agreed price list, daily allowances as well as the incurred costs that are calculated. A valid credit card or cash deposit is required to guarantee payment. When renting a bike, the amount is authorized depending on the category of the rented bike, i.e. on the price of the bike rental.
- 8.2. If the User settles his obligations to rent a bike by credit card, he gives the signed Credit Card Authorization Form, which is an integral part of the Rent Agreement, thus authorizing S.F.T. sport j.d.o.o. Company to charge rental costs directly to the credit card issuer and without a slip-form. In the event where the User has not paid **additional insurance** by signing the Rent Agreement, the User authorizes S.F.T. sport j.d.o.o. the company to charge the credit card issuer the costs of damage of the bike in the same amount as new with the installation.
- 8.3. In case of late payment, the User commits to pay the amount in HRK to S.F.T. sport j.d.o.o. Company with the corresponding statutory default interest according to Croatian regulations.

9. INSURANCE

- 9.1. The user commits to pay any damage, up to the full value of the bike (major damage, theft, loss), incurred during the rent as well as damage to lost profits to repair the bike to the maximum 30 days, if it was caused by the fault of the User. Damage loss is determined for each day, when the bike could not have been used regularly, in the amount of one daily rent according to the price list of S.F.T. sport j.d.o.o. which forms an integral part of the Agreement.
- 9.2. By contracting and paying additional daily insurance, in the amount determined according to the valid price list attached to the Contract that is an integral part of it, the user can additionally insure himself from personal participation in the

damage - franchise during the rental of the bike. This insurance is valid only for the first damage, and in case of the second and each subsequent damage to the bike, the franchise is charged in the full amount specified in the Rent Agreement, regardless of the estimated amount of damage.

9.3. By contracting and paying additional daily insurance, in the amount determined according to the valid price list attached to the Contract that forms an integral part of it, the user can additionally insure himself for damage to the battery and electronic devices.

9.4. The user is obliged to pay any damage (damage, loss, theft of bike, lost profits), regardless of the paid allowances from point 9.2. and 9.3. of these General Terms and Conditions, if the damage occurred by using a bike contrary to the provisions of the Agreement and the General Terms and Conditions, and due to gross negligence or intent.

9.5. The insurance in no way covers damage to tires, damage to the transmission, hydraulic couplings and electronic components with battery caused by driver negligence, damage to the engine caused by cable breakage caused by the driver, damage caused by unauthorized driver, loss of keys and battery charger. These damages are responsibility of the User.

10. TRAFFIC ACCIDENT

10.1. In the event of a traffic accident, the User commits to immediately call the police to the scene of the harmful event or report the harmful event to the competent police administration. Otherwise, the User may be charged for the incurred damage.

10.2. The User commits to insure the bike from further damage and to wait for the instruction of S.F.T. sport j.d.o.o. company on the continued use of bikes and act in agreement with S.F.T. sport j.d.o.o. company and submit a written report to them.

10.3. The user undertakes to participate in all proceedings for the purpose of collecting damages against a third party, otherwise he is obliged to bear the costs of the accident himself.

11. OTHER

- 11.1. In the event of a breach of the Contractual Obligations and General Terms, made by the User, the Contract is terminated and the User undertakes to compensate S.F.T. sport j.d.o.o. the company all damages incurred, including compensation for ordinary damages and lost profits as well fair compensation for non-pecuniary damage, in the content and scope determined by S.F.T. sport j.d.o.o.
- 11.2. By signing, the user unconditionally accepts all the above conditions, guarantees the accuracy of all the above data from documents (identity card, passport,) and accepts the territorial jurisdiction of the court in Rijeka by applying Croatian law in case of litigation. In case of any dispute in court, only the Croatian version of these General Terms and Conditions, which is the original, will be used.