

## ODREDBE I USLOVI UGOVORA O NAJMU

Zaključeni između TWIGA car rental d.o.o. (u daljem tekstu TWIGA car rental d.o.o.) i korisnika vozila (u daljem tekstu korisnik)

### Član 1.

TWIGA car rental d.o.o. daje korisniku na korišćenje vozilo pod Odredbama i Uslovima utvrđenim ovim Ugovorom, primenljivim cenovnikom, našim Informacijama o najmu i Uputstvom o postupanju korisnika u slučaju saobraćajne nezgode i ostalim pravilima.

### Član 2.

Korisnik se svojim potpisom saglasio sa ovim Ugovorom i cenovnikom i obavezuje se :

- a) da je iznajmljeno vozilo preuzeo shodno zakonu o osnovama bezbednosti saobraćaja na putevima,
- b) da je uz vozilo primio dokumenta za vozilo, ključeve za vozilo, svu obaveznu opremu i pribor, kao i dodatnu opremu I pribor naveden u ugovoru,
- c) da iznajmljeno vozilo nakon završenog najma vrati na mesto i u roku utvrđenom ovim Ugovorom, odnosno pre istek najma, odmah na zahtev TWIGA car rental d.o.o. -a,
- d) da odmah prekine vožnju ako se za vreme najma dogodi kvar na kilometar satu i odmah obavesti TWIGA car rental d.o.o.,
- e) da iznajmljeno vozilo neće koristiti u nedozvoljene svrhe (za vršenje krivičnih dela, carinskih, deviznih i drugih prekršaja, kao i drugih nedozvoljenih radnji) za obuku vozača, za rentiranje trećim licima, prevoz tereta ili vuču drugih vozila ili prikolica i za sudelovanje u auto sportskim priredbama, niti pod dejstvom alkohola, droga ili drugih opojnih sredstava. Ukoliko korisnik postupi suprotno ovoj tački, nadoknadiće bez odlaganja TWIGA car rental d.o.o. -u pričinjenu štetu u punom iznosu,
- f) da će iznajmljeno vozilo koristiti samo za sopstvene potrebe i vozilom upravljati korisnik ili lice koje ispunjava sve uslove i navedeno je u Ugovoru. Materijalna odgovornost ovih lica je solidarna,
- g) da iznajmljeno vozilo ne optereti osobama ili predmetima preko dozvoljene maksimalne težine niti da vozilom pređe državnu granicu bez prethodno pribavljenog zelenog kartona od strane TWIGA car rental d.o.o. -a. U koliko korisnik pređe državnu granicu bez prethodno dobijenog zelenog kartona u obavezi je da snosi svu materijalnu odgovornost prema TWIGA car rental d.o.o. -u i nadležnim organima države u kojoj se zatekao sa iznajmljenim vozilom za predmetni prekršaj,
- h) da bez pismene saglasnosti TWIGA car rental d.o.o. -a ne sme vršiti nikakvu promenu delova, sklopova, uređaja, opreme ili da menja na bilo koji način spoljašnji izgled vozila. Promenjene ili nedostajuće delove korisnik je dužan nadoknaditi TWIGA car rental d.o.o. -u u visini njihove tržišne vrednosti najkasnije na dan vraćanja vozila,
- i) da uređaje ili sredstva za obezbeđenje vozila od krađe koja su na raspolaganju obavezno koristi i vozilo zaštititi,
- j) da u svako doba omogući kontrolu vozila i dokumentacije ovlašćenom licu TWIGA car rental d.o.o. -a.
- k) da vozilo upotrebljava kao dobar domaćin.

### Član 3.

Korisnik je u obavezi da ispuni osnovne uslove za najam vozila i to: posedovanje važeće vozačke dozvole, obavezna identifikacija sa ličnom kartom ili pasošem, dokaz o svojstvu korisnika u pravnom licu (ugovor o radu, punomoćje, pečat firme i slično) obavezna platna kartica kao sredstvo obezbeđenja i plaćanja, avansno plaćanj sabranih dana najma. Minimalna dužina najma je 1 dan (24h), tolerisaće se 60 minuta zakašnjenja vraćanja vozila, a potom automatski zaračunavati novi dan najma prema važećem cenovniku. Maksimalna dužina najma je 11 meseci, s tim što TWIGA car rental d.o.o. zadržava diskreciono pravo odlučivanja o dužini najma korisnika vozila.

### Član 4.

Korisnik je dužan da pri zaključivanju ugovora akontira utvrđeni novčani iznos i deponuje sva dokumenta i akta iz člana 3 ovog ugovora.

### Član 5.

Korisnik prihvata da isplati TWIGA car rental d.o.o. -u:

- a) najam vozila i ostale usluge prema važećem cenovniku. Za iznos uplaćene akontacije garantuje se cena najma do visine akontacije,
- b) troškove goriva, opravke auto guma i naknada (drumarine, mostarine, trajekta, kazni, parking kazni, taksa i sudskih sporova) padaju na teret korisnika. Ukoliko ih je TWIGA car rental d.o.o. prethodno platio, refundiraće ih od korisnika,
- c) povratnu kilometražu kad korisnik vraća iznajmljeno vozilo van ugovorenog mesta vraćanja vozila.

### Član 6.

Korisniku se na korišćenje daje tehnički ispravno vozilo, a za sve eventualne tehničke neispravnosti koje nastanu u toku najma korisnik snosi punu odgovornost. Ako prilikom korišćenja vozila dođe do oštećenja motora, pogonskog mehanizma, menjača, kvačila, kartera ili drugog karakterističnog dela (usled nedostatka ulja motor, diferencijal, menjač, sredstva za hlađenje, pregrejanost motora i sl.) ugovorene strane će zajednički, u ovlašćenom servisu, izvršiti defektažu kvara, i utvrditi visinu materijalne štete. Ukoliko je do kvara došlo usled nepažnje korisnika, korisnik je dužan da nadoknadi TWIGA car rental d.o.o. -u pričinjenu materijalnu štetu na vozilu u punom iznosu i izgublenu dobit zbog nekorišćenja vozila u visini minimalne zarade TWIGA car rental d.o.o. -a prema važećem cenovniku, a najviše 30 dana. U slučaju totalne havarije korisnik je dužan da TWIGA car rental d.o.o. -u nadoknadi izgublenu dobit od dana havarije do dana zamene havarisanog vozila novim.

### Član 7.

U slučaju saobraćajnog udesa, havarije, krađe vozila ili delova ili pogonske neispravnosti vozila korisnik je dužan da ne napušta vozilo dok ga nije obezbedio za preuzimanje od strane TWIGA car rental d.o.o. -a, da sačeka organe MUP-a i obezbedi njihov zapisnik, i da pravilno popuni "Evropski izveštaj o saobraćajnoj nezgodi",

sem u slučaju pogonske neispravnosti vozila i podnese pismenu izjavu najbližoj poslovnici TWIGA car rental d.o.o. -a. Ukoliko korisnik propusti neke od navedenih radnji i time pričinu štetu TWIGA car rental d.o.o. -u, dužan je da pričinjenu štetu nadoknadi u punom iznosu.

#### Član 8.

Korisnik svojim potpisom potvrđuje da je upoznat da cena najma uključuje osiguranje vozača i lica, obavezno osiguranje, ako je kupljeno osiguranje od krađe i osiguranje od štete sa odgovarajućim učešćem u krađi/šteti, kako stoji u Ugovoru o najmu i Informacijama o najmu. Osiguranje ne pokriva sledeće: štete nastale u unutrašnjosti vozila; štete nastale na šasiji vozila sa donje strane; oštećenje guma i točkova; slomljen i / ili izgubljen ključ; štete nastale tankanjem pogrešne vrste goriva; štete nastale svesno ili nepažnjom korisnika. Sva nabrojana oštećenja biće naplaćena u punom iznosu od korisnika najkasnije u momentu vraćanja vozila.

#### Član 9.

TWIGA car rental d.o.o. ne odgovara za štetu pričinjenu trećim licima nastalu nepropisnom vožnjom korisnika vozila, za štetu nastalu gubitkom ili oštećenjem prtljaga i robe koja se nalazila u ili na vozilu.

#### Član 10.

Korisnik je dužan da vozilo vrati u ugovorenom roku na ugovorenom mestu. U slučaju potrebe za produženjem najma potpisaoće se novi ugovor pošto korisnik izmiri sve obaveze po prethodno zaključenom ugovoru.

#### Član 11.

U slučaju spora po ovom ugovora strane ugovornice će pokušati da spor reše vansudskim sporazumom, u suprotnom priznaju nadležnost suda u Beogradu.

#### Član 12

Za sve što nije predviđeno ovim ugovorom primenjivaće se Zakon o obligacionim odnosima Republike Srbije.

#### Član 13.

Uputstvo o postupanju korisnika za slučaj saobraćajne nezgode predstavlja sastavni deo ovog ugovora i korisnik svojim potpisom potvrđuje da je upoznat sa sadržajem istog. Ovaj ugovor je sačinjen u 3 istovetna primerka, 2 za TWIGA car rental d.o.o. i 1 za korisnika.

#### Uputstvo za postupanje korisnika u slučaju saobraćajne nezgode **POLICIJSKI ZAPISNICI SU OBAVEZNI ZA SVE VRSTE OSIGURANJA!**

U koliko korisnik vozila ne obezbedi prisustvo policije odnosno policijski zapisnik i pravilno popunjen "Evropski izveštaj o saobraćajnoj nezgodi" pun iznos štete i /ili krađe biće naplaćen od korisnika, bez obzira na vrstu kupljenog osiguranja. Policijski zapisnik je neophodno sačiniti i pravilno popuniti "Evropski izveštaj o saobraćajnoj nezgodi" čak i u slučajevima kada klijent nije bio prisutan prilikom oštećenja vozila (npr. vozilo je oštećenona parkingu od strane NN osobe) POSTUPCI u slučaju nesreće, štete i krađe vozila. Klijent je obavezan da postupi na sledeći način: ODMAH da obavesti policiju i TWIGA car rental d.o.o. o događaju i da postupi po njihovim instrukcijama. Korisnik ne sme upravljati vozilom pod uticajem alkohola, lekova i droga, bez položenog vozačkog ispita za tu kategoriju vozila i bez zelenog kartona za slučaj upravljanja vozilom u inostranstvu. U ovim slučajevima, osiguranje NE VAŽI i klijentu se naplaćuje pun iznos štete/krađe. Korisnik ne sme iznajmljeno vozilo davati na korišćenje neovlašćenim licima tj. licima koja nisu upisana u ugovor o najmu. U ovim slučajevima, osiguranje NE VAŽI korisniku i od istog se naplaćuje pun iznos štete.

## CAR RENTAL CONTRACT TERMS AND CONDITIONS

Concluded by and between TWIGA car rental d.o.o. (further referred to as TWIGA car rental d.o.o. and car user (further referred to as User).

### Article 1.

TWIGA car rental d.o.o. rents to User a vehicle under the Terms and Conditions set forth by this Contract, the applicable price list, our Rental Information and the Instructions for User in case of traffic accident and other regulations.

### Article 2.

By signing this Contract User agrees to the Contract and price list and is obliged to the following:

- a) that he/she took over the rented vehicle in accordance with the Road Traffic Safety Law.
- b) that he/she received vehicle documents, keys to the vehicle, all obligatory equipment and accessories as well as additional equipment and accessories listed in the contract along with the vehicle
- c) that he/she shall return the rented vehicle after the expiry of rental period to the location and within the term defined in this Contract, or before the expiry of rental period, immediately on TWIGA car rental d.o.o. request.
- d) that he/she shall cease driving immediately in case there is a malfunction of mileage recorder and inform TWIGA car rental d.o.o. without delay.
- e) that he/she will not use the rented vehicle for illegal purposes (perpetrating criminal deeds, offence against customs and exchange regulations as well as other forbidden acts), driver training, renting to third persons, freight or haul of other vehicles or trailers, participating in auto-sports events, under the influence of alcohol, drugs or other narcotics. In case User acts are contrary to this point he/she shall be obliged to indemnify TWIGA car rental d.o.o. without delay for the incurred damage in full amount.
- f) that he/she shall use the vehicle for their own purposes only and the vehicle shall be driven by User or a person fulfilling terms of the Contract. Material liability of these persons is joint.
- g) that he/she shall not overload the vehicle with persons and objects nor cross state borders without previously obtained international motor insurance card from TWIGA car rental d.o.o.. In case User crosses state border without previously obtaining international motor insurance card he/she shall be obliged to bear all material liability towards TWIGA car rental d.o.o. and competent authorities of the state he happens to be in with the rented vehicle for the subject offence.
- h) that he/she must not perform any replacement of parts, assemblies, device, equipment or to change in any way the outside appearance of the vehicle without written consent of TWIGA car rental d.o.o.. User is obliged to reimburse TWIGA car rental d.o.o. for replaced or missing parts to the extent of their market value latest on the day of returning the vehicle.
- i) that he/she necessarily uses available device or means for seeming vehicle against theft and protect the vehicle.
- j) that he/she shall at any time enable control of vehicle and documentation by a person authorized by TWIGA car rental d.o.o. k) that he/she shall use the vehicle with due care.

### Article 3.

User is obliged to meet basic conditions for vehicle rental at that: possession of a valid driving license, obligatory identification by presenting identity card or passport, proof of capacity of User within legal entity (employment contract, authorization, company seal etc.) obligatory payment card as means of security and payment, advance payment of calculated rental days. Minimum length of rental is one day (24 hours), whereby delay of up to 60 minutes in returning the vehicle shall be tolerated after which another rental day shall be automatically calculated in accordance with valid price list. Maximum length of rental is 11 months, however TWIGA car rental d.o.o. reserves the right to decide on the length of vehicle rental by User.

### Article 4.

When concluding the Contract User is obliged to make a down payment of defined amount and deposit all documents stated in Article 3 of this Contract.

### Article 5.

User accepts to pay to TWIGA car rental d.o.o.:

- a) vehicle rental and other services according to valid price list. For the amount of paid downpayment rental price is guaranteed to the extent of downpayment amount.
- b) costs for fuel, puncture repair and fees (road tolls, bridge tolls, ferryboat fee, fines, tickets, charges and court disputes) shall be borne by User. In case those fees are previously settled by TWIGA car rental d.o.o. they shall be reimbursed by User,
- c) return mileage in case User returns rented vehicle to location different from the location originally agreed for returning the vehicle

### Article 6.

The User shall be provided for usage a technically sound vehicle. For all potential technical defects that occur during the rental period the User shall be fully liable. If during vehicle usage there occurs the following defect of: engine, drive mechanism, gearshift, clutch, crankcase or other characteristic part (in case of lack of oil for engine, differential, gearshift, cooling fluid, engine overheat etc.) contractual parties shall mutually, in an official service remove defects and determine the amount of

the incurred material damage. In case the defect was incurred due to negligence of User, User shall be obliged to reimburse TWIGA car rental d.o.o. for the inflicted material damage to the vehicle in full amount and lost profit due to non-usage of the vehicle in the amount of minimum profit of TWIGA car rental d.o.o. in accordance with valid price list, for 30 days at the most. In case of total damage User is obliged to indemnify TWIGA car rental d.o.o. for the full loss of profit from the day when total damage occurred till the day of replacement of damaged vehicle by a new one.

Article 7.

In case of traffic accident, damage, theft of vehicle or parts or defect of vehicle driven, User is obliged not to leave the vehicle before he/she ensures handover of vehicle to TWIGA car rental d.o.o., waited for the police to come and make a record, and completes correctly and fully the "European report for traffic accidents", except in case of defect of vehicle driven and submitted written statement to the nearest office of TWIGA car rental d.o.o.. In case User fails to perform any of the above mentioned actions and by that inflicts damage to TWIGA car rental d.o.o. he/she is obliged to reimburse for the inflicted damage in full amount.

Article 8.

By putting his/her signature the User confirms he/she is acquainted with the fact that rental price includes insurance for the driver and all persons, obligatory third party insurance and, if purchased insurance against theft and Fully Comprehensive Car Insurance Cover ("CASCO insurance") with the applicable Non Waiver Responsibility ("NWR") as described within the Rental Agreement and Rental Information. Insurances does not cover damage that occurs: inside the vehicle; to the underside, tyres or wheels of the vehicle; for broken or lost key; damage caused by filling up inadequate type of fuel; and/or damage caused on purpose or by negligence. All the above mentioned damages shall be charged in full amount to the User at the latest at the time of returning the vehicle.

Article 9.

TWIGA car rental d.o.o. shall not be liable for damage inflicted to third parties caused by improper driving of vehicle User, for damage inflicted by loss or damage of luggage or goods located in or on the vehicle.

Article 10.

User shall be obliged to return the vehicle within the agreed period to the agreed location. In case of a necessity for extension of rental period there shall be signed a new contract after User settles all outstanding liabilities as per previously concluded contract.

Article 11.

In case of dispute arising out of this Contract, contractual parties shall try to settle the dispute by an extrajudicial agreement or otherwise acknowledge the jurisdiction of court in Belgrade.

Article 12.

All other issues that are not envisaged by this Contract shall be regulated in accordance with Contract Law of the Republic of Serbia.

Article 13.

Instruction for user in case of traffic accident forms an integral part to this Contract and by signing this Contract User confirms to be acquainted with its content. This Contract is made in 3 (three) identical copies, 2 (two) for TWIGA car rental d.o.o. and 1 (one) for User.

Instructions for User in case of traffic accident  
**POLICE RECORDS OBLIGATORY FOR ALL KINDS OF INSURANCE!**

In case vehicle User does not ensure police presence or police record and complete correctly and fully the "European report for traffic accidents" the full amount for the damage and/or theft shall be charged to User irrespective of the type of purchased insurance. It is necessary to make a police record and complete correctly and fully the "European report for traffic accidents" even in case when User was not present at the moment the car damage was inflicted (eg. vehicle was damaged on the parking lot by an unknown perpetrator). ACTIONS in case of traffic accident, damage and theft the User is obliged to act in the following manner: IMMEDIATELY inform the police and TWIGA car rental d.o.o. about the event and act according to their instructions. User shall not be allowed to operate the vehicle under the influence of alcohol, medications and drugs, without a passed driving test for that category of vehicle, or without international motor insurance card in case of operating vehicle abroad. In these cases, insurance IS NOT VALID and client is charged with full amount of damage/theft. User shall not be allowed to give the rented vehicle for usage to unauthorized persons i.e. persons that are not listed in the Contract on car rental. In these cases insurance IS NOT VALID for User and he/she shall be charged with full amount of damage.