

Hertz[®]

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GENERAL RENTAL CONDITIONS VALID FROM 1. JANUARY 2024

Rienhoff d.o.o., Hertz International Franchisee (hereinafter referred to either as „Hertz“ or „we“), agrees to rent out to you a motor vehicle on the basis of these General Rental Conditions, which incorporate the information and conditions stated in the Rental Agreement and form an integral part thereof. Through the renting of the said motor vehicle you accept conditions of the Rental Agreement and those of the General Rental Conditions and undertake to comply with them in every detail.

1. NATURE OF THIS AGREEMENT

The rights and obligations contained in the Rental Agreement and these General Rental Conditions (hereinafter together referred to as “this Agreement”) govern your use of the rented car and are not transferable by you. You acknowledge that the car is owned by Hertz and that any attempted transfer or sub-rent of the car by anyone other than Hertz is void. Hertz permits you to use the car under the terms and conditions of this Agreement only. While renting you must always carry the Rental Agreement and show it to the police on request.

2. WHO MAY OPERATE THE CAR

The car must only be driven by you or any other person who has been authorized by Hertz at the commencement of the rental and whose details are noted on the Rental Agreement (an „authorized Driver“). You agree that you will not allow anyone to drive the car, including yourself:

- a. who does not fulfil the minimum Hertz requirements regarding age and possession of a valid driving license in effect at the time and place of rental, as well as any other minimum requirements which may be in effect at the time and place of rental that may be notified to you at or prior to commencement of the rental; or
- b. who is over-tired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

3. PICK-UP/DELIVERY AND RETURN

- a. Hertz will supply the car to you in good overall and operating condition, complete with all necessary documents, parts and accessories.
- b. You agree to return the car to Hertz in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in the Rental Record.

- c. You and Hertz will check the condition of the car at the start of the rental and on return of the car. Hertz will provide a record showing any agreed defects. You understand and accept that you will be liable under any circumstances whatsoever to Hertz for any loss of or damage to the car, its documents, its parts or its accessories while on rental.
- d. The car must be returned to the agreed Hertz location within the normal business hours of the location concerned. If you return the car outside of these hours you must comply with the out of hours return instructions for that location, in which case you will remain fully responsible for any loss, theft or damage to the car until the location re-opens for business. If you fail to comply with these instructions, you will remain responsible for any loss, theft or damage to the car as well as for time charges, charges for optional services or other charges stated in the Rental agreement until Hertz personnel are able to access the car, including parking fees and possible parking fines.
- e. If at any time Hertz has agreed that you may return the car to a place other than a Hertz rental location, or if Hertz has agreed to collect it, you will remain fully responsible for any loss, theft or damage to the car until it is collected by Hertz.
- f. If you fail to return the car to the agreed return point within the grace period (as specified in the next sentence) following the agreed time, you will be charged for additional day, including charges for any options taken, at the relevant rates for additional day, for every day or part of a day that the car is overdue. The „grace period“ is the period of time specified as a grace period on the Rental Record or, if the Rental Record does not specify a grace period, a period of 29 minutes.
- g. You agree that Hertz is entitled to charge you an additional charge if the car requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear. Not included in the standard cleaning is e.g. the removal of animal hair, removing the cigarette smell, deep cleaning of the vehicle interior.
- h. Hertz reserves the right to terminate the rental with immediate effect at any time if Hertz considers there is an important reason for doing so (e.g. insolvency proceedings instituted against you) and in such case will repossess the car directly or through an agent at your expense. The same will apply in the event of your failing to comply with the rental conditions in whole or part. Termination of the rental with immediate effect will result in the immediate cancellation of the limitations of liability, the exclusion of liability, the theft protection, and the personal accident insurance.

4. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

- a. Subject only to any deductions arising from your acceptance of any of the options specified in paragraph 4(b), you will be liable to Hertz for all losses and costs incurred by Hertz in the event of loss, damage to or theft of the car, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the car, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the car unless responsibility for the damage lies with Hertz or all losses and costs are covered by a third party or its insurer.
- b. Provided you comply with all the terms of this Agreement and provided the loss, damage or theft is not caused intentionally or by the gross negligence of you or an authorized driver, or by any unauthorized driver, your liability may be limited as follows:
 - 1) if you have accepted the optional Theft Protection ("TP"), as indicated on the Rental Agreement, then your liability for loss of or damage to the car, its parts or accessories, that is the result of theft, attempted theft or vandalism is limited to the amount stated on the Rental agreement.
 - 2) if you have accepted the optional Collision Damage Waiver ("CDW"), as indicated on the Rental Agreement, then your liability for loss of or damage to the car, its parts or accessories other than caused by theft, attempted theft or vandalism, is limited, for each such incidence of loss or damage arising from a separate event, to the amount stated on the Rental agreement.
 - 3) If you have accepted the optional Super Cover ("S-Cover"), as indicated on the Rental agreement, then you will receive the benefit of both CDW and TP and your liability for the excess in relation to both CDW and TP will be limited to damage administration fee.
 - 4) Damage to cargo van superstructures (trunks, canvas hoods, mirrors, side and tail boards, etc) and also damage attributable to the cargo, to overload or neglect of clearance is not covered by either the limitation of or the exclusion from liability.
 - 5) Neither Collision Damage Waiver "CDW" nor S-Cover cover damages to the superstructure of the vehicle and the loss of car documents, car keys, plate numbers and other accessories, damages to the chassis, to the interior, tires, glasses, roof, damages caused by natural phenomenon, hazards (hail, floods, ...) and damages caused by filling the wrong fuel and/or other liquids.

5. PROHIBITED USE OF THE CAR

- a. You are authorized to drive the car under the conditions contained in this paragraph and paragraph 2 above including, at all times, to use the car in a responsible manner. If you do not comply with these Conditions, you

will be liable to Hertz for any liability or loss incurred by Hertz or any damages or expenses Hertz suffers or incurs as a result of your breach. You may additionally lose the benefit of any waivers or safety package selected by you. Hertz reserves the right to take back the car (without notice, unless it is legally required) at any time, and at your expense, if you are in breach of this Agreement.

- b.** You must look after the car, make sure it is locked, secure and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any removable radio and/or radio faceplate and mobile navigation devices when the car is unoccupied. You must use seat belts, child seats and other child restraints as directed.
- c.** You must use the correct fuel and check the level of other fluids and refill them if necessary. If you experience any problem due to accident or mechanical failure, you must contact Hertz on the number provided at the time of rental. No one may service or repair the car without Hertz's prior express permission.
- d.** You must not use the car or allow it to be used:

 - to carry passengers for remuneration;
 - to carry cargo for remuneration;
 - to tow or push any vehicle, trailer or other object;
 - off road or on roads unsuitable for the car;
 - when it is overloaded or when loads are not properly secured;
 - for carrying any object or any substance which, because of its condition or smell may harm the car and/or delay Hertz's ability to rent the car again;
 - to take part in any race, rally, test or other contest;
 - in contravention of any traffic or other regulations;
 - for any illegal purpose;
 - for sub-renting;
 - to drive or be driven in restricted areas including, but not limited to airport runways, airport service roads and associated areas;
 - or driver training activity; or
 - in contravention of any of the driver requirements contained in paragraph 2 above.
- e.** Driving the car abroad is subject to restrictions. Use of vehicle outside Slovenia is subject to a surcharge. It is not allowed to enter certain foreign countries with a vehicle rented in Slovenia. Failure to comply with relevant restrictions will result in your being held fully liable for all (direct or indirect) damage to the car; in the event of loss of the car – under any circumstances whatsoever – you will be liable for the full costs.

6. PAYMENT OF CHARGES

- a.** The rental charge payable by you is equivalent to the separately agreed rental charges; in the absence of an express agreement, you will be required to pay a charge equivalent to the tariff published by Hertz and valid at

that particular time. Hertz claims arising from rental charges fall due for payment immediately; in the event of delayed payment you undertake to pay default interest at the rate of 6 % per year besides the 3-month Euribor rate applicable at the time; in addition, you will be required to reimburse Hertz for expenses incurred due to the delayed payment, e.g. the costs of collection in particular, including here the costs for the out-of-court collection through collection agencies and/or a solicitor. You will be required to authorize Hertz – at the time of signing the Rental Agreement – to instruct the credit card issuer to reserve a sufficiently large sum and to obtain the relevant authorizations in order to cover at least the total expected rental costs. You will also be required to authorize Hertz to collect, without further instructions and consents from you, directly from your credit card any additional charges which have arisen from your use of the car and which may include the costs of insurance franchise, damage to the car, the loss of its documents, car keys or accessories, charges not stated on the Rental agreement such as one-way charges, refueling charges, late-return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic or parking offences during the rental period (including an administration fee).

- b. You and any person to whom, with Hertz' consent, you expressly direct the charges to be billed, are jointly and severally responsible for payment of the charges. If you direct charges to be billed to any person, you represent that you are authorized to do so.

7. CHARGES

- a. For any rental you make under this Agreement, the charges stated on the Rental agreement reflect your use of the car as agreed at the start of your rental. These include the basic rental charge, additional mileage costs, additional compulsory charges and any optional or ancillary services chosen by you either at the time of reservation or rental, plus applicable taxes at the prescribed rate.
- b. The basic rental charge is made for a minimum of one rental day (the 24-hour period starting from the time the rental begins) and includes compulsory third-party insurance and any other services as specified on the Rental agreement.
- c. Additional compulsory charges may apply at certain locations, including a Location Service Charge (which reflects the higher cost of renting from certain locations).
- d. In addition to the charges stated on your Rental Record, charges may arise from your use of the car during the rental and may include, amongst others, loss of or damage to the car, a refueling service charge, late-return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic or parking offences during the rental (including an

administration charge in accordance with paragraph 13 b).

- e. Charges are subject to final calculation after return of the car.

8. REFUELING SERVICE CHARGE

- a. The car is supplied to you with a full tank of fuel. If you return the car with less than a full tank of fuel, a refueling service charge will be payable by you for fuel and the service of refueling at the applicable rate specified on the Rental agreement.
- b. However, if you have, as indicated on the Rental agreement, elected to purchase a full tank of fuel at the commencement of the rental by accepting the Fuel Purchase Option, then there will be no refueling service charge on return of the car (although you will not receive any credit for fuel remaining). Instead, you will pay the amount indicated on the Rental agreement for the fuel you purchase at the commencement of the rental.
- c. The electric vehicle is supplied to you with 80% (or more) charged battery capacity. The vehicle must be returned with at least 80% charged battery capacity. If you fail to return the vehicle as instructed, Hertz will charge you for the battery charging service, which includes the cost of electricity per kW/h and charging service, according to Hertz's price list valid on the day of return.
- d. If you have, as indicated on the Rental agreement, elected to purchase a full battery capacity (80% or more charged battery is considered full) by accepting Electricity Purchase Option, then there will be no recharging service charge on return of the car (although you will not receive any credit for the battery percentage filled). Instead, you will pay the amount indicated on the Rental agreement for the electricity you purchased at the commencement of the rental.

9. RESPONSIBILITY FOR PROPERTY

Hertz is not liable to you or any authorized driver or passenger for loss of or damage to property left in the car either during or after the period of rental unless the loss or damage results from the negligence of Hertz or breach of this Agreement by Hertz. Such property is entirely at your own risk.

10. THIRD PARTY LIABILITY INSURANCE; INDEMNITY

- a. Hertz has a legal requirement to provide third party insurance coverage. This coverage is included in the basic rental charge.
- b. You agree to reimburse Hertz if Hertz is obliged to compensate:

- the insurers for any payment they make to a third party on your behalf and/ or
- any third party, if that third party suffers death, personal injury or damage to property caused by use of the car by you or any authorized driver in breach of paragraph 2 (who may operate the car) or paragraph 5 (prohibited use of the car) of this agreement.

11. ACCIDENT, THEFT AND VANDALISM

- a. You are obligated to report any traffic accident, loss, damage or theft involving the car to the police and to Hertz immediately.
- b. You must not admit any liability, release any party from liability or settle any claim nor accept any disclaimer in the event of an accident, but should take the names and addresses of everyone involved, including witnesses. Photo documentation of the event is required.
- c. A Hertz or EU accident or theft report form must always be completed and submitted to Hertz when you return the car. In the event of theft, you must return the keys and any remote-control anti-theft device to Hertz. If you do not comply with the requirements of this paragraph, any optional coverage you took to reduce or eliminate your liability (including CDW, TP and SC) will be void.
- d. You agree to cooperate with Police, Hertz and our insurers in any investigation or subsequent legal proceedings arising out of loss of or damage to the car. In case you fail to co-operate you will be fully liable to cover all costs and losses.

12. LIMITS ON LIABILITY

Hertz shall not be liable to you or any third party for any loss or damage arising from the rental other than as a result of our negligence or willful misconduct or any other breach by Hertz of this Agreement. Hertz shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits or loss of opportunity.

13. PARKING AND TRAFFIC VIOLATIONS

- a. You are fully responsible for all road tolls, parking fees and any fines or other consequences of the violation of traffic regulations (including congestion charges), orders or prohibitions, or any other laws or regulations during the rental.
- b. If Hertz is required to pay and/or process such road tolls, fees, fines, charges or associated costs, you agree that Hertz may charge you with the amount we are required to pay plus an administration charge for dealing with these matters.

- c. Hertz shall, upon request, supply you with a copy of any traffic violation notice which Hertz receives.

14. PERSONAL/PASSENGER ACCIDENT INSURANCE

With your signing of the Rental agreement in which the Personal/Passenger Accident Insurance "PAI" was accepted you undertake to pay an additional fee in accordance with the tariffs valid at the time. In return you are provided with personal/passenger accident insurance cover to the values valid at the time. The extent of this insurance cover is in accordance with the Slovenian General Conditions of Insurance. The limits of this insurance cover are dependent upon prevailing market conditions as assessed by the insurers; these limits are subject to alteration without further notice.

15. YOUR PERSONAL DATA

- a. With your signing of this Rental agreement, you declare that you have no objection to your personal data being electronically stored and processed together with this Rental agreement by us and used by us for the purpose of our lawful interests, including statistical evaluation, creditworthiness checks, and the protection of our assets. In the event of this Rental agreement being violated by you, we may pass on your personal data to third parties should this be necessary in order to ensure the satisfaction of our claims or to prevent our incurring pecuniary damage.
- b. You understand and accept that your use of a CDP-Number (Corporate Discount Program Number) associated with a commercial enterprise compels us to make your personal data accessible to that commercial enterprise.
- c. For further information on this point please refer to our Hertz Confidentiality Declaration, a copy of which you can obtain on request at the counter or on our website.

16. SALVATORY CLAUSE

In the event of a provision of this Rental agreement being or becoming (wholly or in part) invalid, unlawful, or impracticable according to the governing law, it is agreed that that provision or that part of that provision is no longer part of this Rental agreement; however, the remaining provisions remain fully operative.

17. GOVERNING LAW

We always endeavor to settle any disputes amicably. Should this not be possible, it is hereby agreed that Slovene law shall be the governing law and the

competent Slovene courts shall be the sole legal venue for any legal dispute.

24-urna pomoč na cesti/

24hr Emergency Roadside Assistance

Tel: **+386 (1) 239 60 10**

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državljanke / for Slovenian residents
only)

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