

**Thank You for Choosing Kombocar!**

KMB Company d.o.o. (hereinafter referred as Kombocar) is a Montenegrin company with its registered office in 49 Mažina II, 85320, Tivat, Montenegro. It is registered at the Registry court of Podgorica under the number 03125394. In accordance with the present general Terms and Conditions of Hire ('T&Cs'), Kombocar will have the following obligations if a rental agreement is concluded:

- rent a Vehicle (a car or a van) to You (as defined in section 1 below) for the period of time that is specified in the Rental Agreement (the "Hire Period") plus any accessories that You wish to rent which will also be indicated in the Rental Agreement.
- provide certain mobility services included in your rental and offer You other services which are available at an extra cost. The contractual relationship between You and Kombocar is governed by the following documents:
- the Rental Agreement, including if applicable its specific conditions (the document agreed with You at the moment of the check-out or the first day of rental)
- the booking confirmation email (where You have prebooked Your rental online or offline)
- the Kombocar Insurance and Protection Provisions
- the Recommended Tariffs Guide;
- the present T&Cs which apply to all aforementioned documents. In case of a contradiction between the document above listed, the terms of the first document will prevail over the following document.

**1) TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?**

The T&Cs will apply to You, the person who is paying for the rental and any associated costs (and You may also be a driver), as well as any (other) driver who is expressly indicated in the Rental Agreement and therefore being authorized to drive the Vehicle. All persons named in the Rental agreement are jointly and severally liable for payment of sums due under the contract.

**2) WHO CAN RENT AND WHO CAN DRIVE?**

**a) Who can rent?**

Any legal entity and physical person:

- who is legally capable of entering into an agreement with Kombocar and is prepared to accept responsibility for the Vehicle throughout the Hire Period; and who has the means that will be accepted by the relevant local Kombocar company to pay for the hire of the Vehicle and any associated costs;

Payment method accepted by Kombocar: Credit Card, Cash & Bank Transfer

- who provides valid documents as indicated below:

Documents required by Kombocar: ID or Passport, Driving license in Latin characters valid in Serbian. For other licenses, we need original and international driving license or certified translation Proof of actual place of residence, no PO Box, possibly via 'utility bill', e.g. electricity bill Kombocar has the free disposal to conclude a car rental contract with a customer or not.

**b) Who can drive?**

(the "Driver") An authorized Driver of a Vehicle will be any physical person who complies with all of the following requirements:

- is expressly mentioned and fully identified on the Rental Agreement, this is in principle the renter and this may also be the person who is a registered additional driver
- provides a valid driver license and a valid identification document
- who is in possession of a driver license for the requested period and has the minimum age of 22
- The renter is obliged on request of Kombocar to notify the name and address of all drivers, unless these are already stated in the rental contract itself. The drivers are agents of the renter.
- If the vehicle is driven by another person (additional driver) an additional charge is raised for each additional driver.

**c) Who cannot drive the Vehicle?**

Neither person expressly mentioned / identified on the Rental Agreement is authorized to drive the Vehicle. In addition, any person who cannot provide a valid identification document as indicated in the sections 2 a) and 2 b). If You allow an unauthorized person to drive the Vehicle then this is considered as a breach of the T&Cs and You will be responsible for any consequences that may arise as a result included the possibility to responding

before Kombocar for the damages caused by you and/or an unauthorized person. In such circumstances the unauthorized driver will not be covered by any insurance or protection products offered through Kombocar. Only liability insurance (compulsory protection) will apply. Kombocar is entitled to charge unauthorized drive penalty when proven that rented vehicle has been driven by unauthorized person, in the amount of 150 € (excluding VAT). This penalty does NOT need to be linked to any damage on the vehicle.

### **3) WHERE CAN I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)**

The renter and the driver are not allowed to use the vehicle outside the contractual territory. The contractual territory is territory of Montenegro, with exception of countries indicated in rental agreement. Driver is obliged to pay Cross border fee of 50 € per rental, during which the crossing borders occur. Special cross border fee applies for all the countries outside of Europe and it will be indicated in Rental Agreement. Should you have questions please contact our Customer Relation Service under +382 69 672777. Please be aware that You must comply with the law, in particular the traffic road regulations and toll payment obligations in the country where You drive the Vehicle. You as renter and driver are liable for all claims resulting from vehicles owner liability during the rental time.

### **4) LIABILITY FOR GOODS TRANSPORTED WITH THE RENTAL VEHICLE**

You are informed that Kombocar does not cover the goods carried into the vehicles. Similarly, Kombocar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.

### **5) WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?**

When renting a Vehicle from Kombocar, You and/or any Driver must comply with the following obligations:

- You and/or any Driver must return the Vehicle and its keys, accessories and documentation to Kombocar at the agreed place of return on the expiry time and date specified on the Rental Agreement. Kombocar allows a 29 minutes tolerance period at the end of the rental. The vehicle has to be returned in the condition that Kombocar provided it to You at the start of the Hire Period. If You do not return the Vehicle as stipulated here above, Kombocar will take all necessary measures outlined in these Terms and in particular Article 11 (What is the Vehicle return policy).
- If You intend to drive the Vehicle outside the contractual territory, You should ensure during the check-out that, the vehicle has the proper equipment in accordance with local traffic rules of the country that You and / or the Driver will drive or cross.
- You and/or the Driver must reasonably drive the Vehicle in accordance with all applicable road traffic laws and regulations and You should ensure You and/or any Drivers are familiar with all relevant local driving regulations. You are liable for all charges, duties, tolls, fines and penalties associated with the use of the vehicle and claimed from Kombocar to the extent that the renter is responsible for them.
- You and/or any Driver must ensure that any luggage or goods transported in the Vehicle are secured to the extent will not cause damage to the Vehicle or cause risk to any passengers. You have to consider the actual regulations as to load safety.
- You and / or any Driver must guard the Vehicle with the utmost care as a good father, and in all circumstances, You shall make sure it is closed and protected by its anti-theft devices when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst your ability to drive is impaired, in particular under the influence of alcohol or drugs or in case of disease.
- You and/or any Driver will be provided with a Vehicle which is ready to drive, checked and filled with all necessary operating materials. During the rental period You and/or any Driver should refill the Vehicle with the appropriate type of operating materials (e.g. fuel, oil, windscreen water, coolants) if necessary. If unsuitable fuel should be added, unless You demonstrate that the mistake is attributable to a third-party, You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the Damage caused to it calculated according to the rules described in the section below (Damage to the Vehicle). This does not apply if you can prove that the refill with the wrong fuel was caused by a third party.
- Smoking is forbidden in all vehicles. Kombocar is entitled to claim a compensation lump sum of EUR 150,00 in each case of the ban being infringed by the renter or a third party appointed by the renter. The renter is entitled to demonstrate that the damage has not occurred or is considerably less than the lump sum.

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- You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
  - o for rehire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but, the Rental Agreement, the keys, the documentations, the equipment, the tools and otherwise expressly agreed by Kombocar,
  - o to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate,
  - o for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such exclusion does not prohibit You from satisfying the needs of everyday life which do not infringe the applicable laws and whose transportation would correspond to a normal use of the rented Vehicle),
  - o for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorized in the vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet, o for racing, off-road drive, even if racing circuits are opened to the public for test and practice (so-called tourist use), reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not, o for transporting live animals with the exception of pets and/or domestic animals in appropriate animal transport boxes. Necessary cleaning costs must be bared by the renter. Extraordinary cleaning costs were calculated on a time and material basis and charged with a minimum lump sum of EUR 150,00. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the lump sum,
  - o to give driving lessons, accompanied driving, o to push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-hook when the maximum load complies with the applicable law), o on gravel roads or roads which the surface, size or state of repair poses risks to the Vehicle, as beach, impassable roads, forest roads, mountains, etc. or any roads that are not authorized and paved roads, o to commit an intentional offence,
  - o for being transported on board of any type of airplane
  - o Inside the no-traffic lanes of the ports, airports, and/or aerodromes and/or analogous or similar of a character not accessible to public traffic, or in refinery and oil company premises or installations without Kombocar express written authorization. If Kombocar grants our consents to You in accordance with the above, Kombocar will inform You of the third party insurance cover that may be applicable in this case and which /or any of its accessories,
  - o For the penetration of customs or other offences, even if these are only penalized under the law at the scene of the offence. o For any other use outside the use in accordance with the contract.
- During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. In particular, you and/or the Driver are required to perform customary inspections as to the Vehicle condition such as oil and water level, tyre pressure. You can be held liable to Kombocar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfill the above mentioned obligations may limit any right to compensation for the damage which You could claim for. Likewise, in case of infringement to the above mentioned obligations, Kombocar reserves the right to demand immediate return of the Vehicle and to charge damage compensation costs.

### 6) WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY?

The basic rental charge includes the following mobility services:

Automobile Third party liability

Collision Damage Waiver ('CDW') with a deductible Depending on the product or depending on different individual agreement

Partially Comprehensive cover with a deductible depending on the product or depending on different individual agreement, including Theft Waiver ('THW')

Included Mileage selected during the booking : Technical assistance to the Vehicle in case of impairment of the Vehicle working order not caused by the Renter and/or Driver (Emergency Assistance)

### 7) WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?

Kombocar proposes You several additional services as mentioned in the Recommended Tariff List, Page 11

### 8)WHAT IS INCLUDED IN THE PRICE YOU PAY?

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The information You provide Kombocar with at the time of booking (such as the duration of the rental or Your age or any additional driver's age) will have an impact on the price You will pay. Any change to that information could therefore mean that the price also changes. The price of Your rental will be those in force at the time of booking or at the time You make any subsequent changes to the booking. The price You will pay comprises the following costs:

- The rental charge for the Vehicle for the agreed number of calendar days (this will include the standard mobility services above mentioned)
- The rental period depending from the agreed tariffs calculated non divisible from the time of pickup of the vehicle
- Any other mobility services You choose to add at Your further cost
- VAT
- Any additional fees that are linked to You and additional Drivers personally. By contracting with Kombocar, You expressly allow Kombocar to charge Your means of payment for any unpaid amount related to Your rental. In this regard, Your express consent will be given at the Kombocar station when you will provide our agent with your mean of payment before picking up the Vehicle.

### 9) WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- The Deposit. In addition to the rental price that You have prepaid during the booking or that You will pay at the pick-up time or at the check-in, Kombocar is requiring You to leave a deposit. If you are paying by credit card, the deposit takes the form of a bank pre-authorization. In any case, the deposit amount will be reminded at the Kombocar station.
- The deposit amount is determined by various criteria (such as the category of vehicle You are renting from Kombocar, the Hire Period and any other mobility services that you may order for at pick-up time). Other characteristics of Your booking may also have an effect on the deposit amount. Should You need any additional information regarding the deposit, please refer to the paragraph below Must I pay a deposit before picking up the Vehicle?)
- Kombocar may also charge You for various charges and fees that Kombocar will have to apply relating to incidents that may have occurred during the Hire Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariffs List, Page 11 attached to Your confirmation email and available from Kombocar station and/or on the Kombocar website. Such charges and fees include without limitation:
  - o Administration fees for handling fines or tolls. Please note that such administration fees are payable in addition to the fine or toll to which it relates and You are fully liable to pay such fines or tolls. The payment of the trailer supplement is the sole responsibility of the Renter of the truck or the keeper of the trailer as appropriate
  - o Cleaning fees for a Vehicle returned in an unacceptable and/or dirty state or impaired by bad odor. Extraordinary cleaning costs were calculated on a time and material basis and charged with a minimum lump sum of EUR 150,00. The renter is expressly entitled to demonstrate that no loss has occurred or the loss is considerably less than the lump sum
  - o Charges for lost or stolen keys
  - o The damages management fees per claim
  - o All and any fuel used during the Hire Period including a refueling service charge
  - o The following additional specific fees and charges (i) extra charges linked to the rental made in stations located in airport or rail stations; (ii) the cost to return the Vehicle to a Europcar stations other than the one from which You picked it up; (iii) the extension of Your rental) (iv) charges for additional kilometers exceeding the contractual agreed included kilometers.

### 10) WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?

If You notice any apparent defect or Damage that is not described on the Rental Agreement then You should ensure a note is made on the document and that both You and the Kombocar agent sign the change to it. This also applies for any apparent defect or damage on the booked accessories.

### 11) WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?

You should return the Vehicle to the Kombocar station, at the latest, on the date and at the time shown on the Rental Agreement.

- a) Return of the Vehicle during opening hours of Kombocar's station  
You may return the Vehicle to another Kombocar station for the cost mentioned on the Recommended Tariff List, Page 11, attached to your confirmation e-mail if you made the reservation through distance means. This document may also be consulted on spot in stations and/or on Kombocar website. The Hire Period will end when You return the Vehicle to the Kombocar station and hand the Vehicle keys and the registration documents to a Kombocar agent or its representative. Any return of the Vehicle at an earliest stage than the date and time mentioned on the Rental Agreement shall not give rise to any reimbursement. When You do return the Vehicle to Kombocar, You must take the opportunity to inspect the Vehicle together with the Kombocar agent or its representative and countersign a Vehicle restitution damage report. On your request Kombocar shall give You a signed document where Kombocar declares that the Vehicle was regularly returned to Kombocar. Kombocar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle, unless You can prove that the property and/or objects were missed in the area of responsibility of Kombocar.
- b) Return of the Vehicle without your presence and during opening hours of Kombocar's stations.  
If you are unable and/or refuse to inspect the Vehicle together with the Kombocar agent or its representative, Kombocar is authorized to inspect the Vehicle itself without your presence and to register your refusal of a contradictory inventory. The same Procedure as the one described above will applied (See 11°-b)).
- c) Late return of the Vehicle In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if You do not inform Kombocar immediately about the delay in its return, Kombocar shall regard the Vehicle as having been unlawfully appropriated and will be entitled to report this to the competent local authorities. In such case Kombocar will be entitled to charge You an additional day for each rental day at the rental tariff in effect; unless You can demonstrate that You have no longer the disposal of the Vehicle through no fault of your own or that the non-restitution of the Vehicle resulted through no fault of Your own; and claim to You all the damages and losses suffered by Kombocar and all the fines, tolls, penalties or sanctions that falls on the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence. Kombocar will also be entitled to start legal proceedings in order to claim the immediate return of the Vehicle. In such case, protections and additional contractual services would have no effect.

## **12) DAMAGES TO THE VEHICLE**

In case of differences between the state of the Vehicle as described upon check out and the one identified upon return, You may pay the amount as defined below if you or the driver have caused the damage culpably.

- a) Damages identified upon return of the Vehicle and in your presence  
If some damages are identified upon return of the Vehicle when the inspection made, in your presence and in the presence of the Kombocar agent or its representative, and if You acknowledge the damages by signing the statement of return of the Vehicle, the following provisions apply depending on the extent of the damage:
- Light Damage, minor insubstantial damage caused to the Vehicle without altering its delivery to the rental and permitting its movement in accordance with the provisions of the Highway Code (such as, for instance, without being exhaustive: light impacts on windshield and missing parts) are charged according to the Recommended Kombocar damage price list (available in any Kombocar station and on our website).
  - Any other damage not included in the above mentioned Recommended price list and/or other more Serious Damage (substantial Damage impairing the delivery of the Vehicle rentals and requiring its temporary immobilization for repair such as, for instance, without being exhaustive: damages bodywork) will be evaluated by an independent expert and charged according to the expert's report or a cost estimation made with an independent auto- repair garage. If You contest Damages and their invoicing by refusing to sign the statement of return of the Vehicle, Kombocar will apply the procedure described below (see article 12)-b).
- b) Damages identified in case of an out-of hours return and without your presence.  
If Damages are identified during the inspection of the Vehicle by a Kombocar Agent or its representative without your presence, Kombocar will send to you the following documents:
- statement of return of the Vehicle describing all

- Damages identified
  - pictures of Damages
  - An estimate (quote) of the costs of repair that will vary depending of the nature of the Damage (see above, article 12)-a) paragraph 2) and administration fees for the treatment of the Damage and the Vehicle immobilization. You will be able to challenge Damages identified and their invoicing within 14 days after the sending (by e-mail or regular letter) of the documents. If You fail challenging or justifying within the above mentioned period of 14 days, Kombocar reserves the right to invoice You the cost of repair identified if you or the renter have caused the damage culpably. Kombocar reserves the right to exclude Renter and/or Driver if they have caused an extraordinary number of damages.
- c) Common rules Please note that depending upon the Damage suffered by the Vehicle and the type of protection You have subscribed to with Kombocar (see the Kombocar Insurance & Protections Provisions attached to Your confirmation email or available from all Kombocar stations and/or on Kombocar's websites) You may or may not be charged for the full or for the partial amount of the cost of repair. In any case, You will be able to challenge Damages and their invoicing by acting pursuant to dispositions of article 26.

**13) WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?**

During Your rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions according to the instruction manual. Should you have any doubt, please contact our Emergency Management under +382 69 672 777. You will be informed of the next servicing interval (oil and filters change) at the beginning of your rental. You are obliged to follow this regulation and to prevail braking of servicing interval of the rented vehicle. In such case, You might be charged for the Guarantee lost fee in value from 600-6000 EUR. Any modification to or mechanical interventions on the Vehicle are forbidden without Kombocar's prior written authorization. Should this rule be breached, You must bear the duly justified costs of restoring the Vehicle in the same state in which You have taken possession. The renter may have repairs which are necessary in order to ensure the operating and road safety of the vehicle, carried out up to max. EUR 50,00 without further implications. Larger repairs may only be carried out with the agreement of Kombocar. Kombocar will bear repair costs if the relevant receipts are produced, unless the renter is liable for the damage, see 23. You will be liable towards Kombocar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.

**14) WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN, OR THEFT OF THE VEHICLE?**

In case of an accident or impairment of the Vehicle working order due to a technical defect which prevents You from continuing your travel and/or obliges you to stop Vehicle to prevent any breakdown, You are provided with an Emergency Management service, included in the price of Your rental. The terms of this Emergency Management service are set out in Annex 1 of the present T&Cs. In the mentioned cases You should contact our Emergency Management service under the telephone number +382 69 672 777. You shall inform the police and Kombocar immediately after any accident, fire, theft, wild animal or other incident. Claims by opposing parties may not be acknowledged. The renter shall, even if the damage is slight, produce a written report with a sketch without delay. The accident report must include in particular the name and address of the persons involved and any witness as well as the registration numbers of the vehicles involved. In case of theft of the Vehicle, You shall provide Kombocar with a copy of the report of theft filed before the local police authorities immediately with the keys and official papers of the Vehicle if those have not been stolen.

**15) WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?**

You will receive a final invoice once all elements of Your rental have been settled and no earlier than the day after the Vehicle return date. You will pay or be charged the full amount in one or in several lots or Kombocar will make direct debit via the agreed method of payment depending on the product and payment method.

- You may decide to prepay (prepayment of your booking made online, via our call center or at the Kombocar station) Your rental which will include the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive a booking reservation confirmation including the prepayment. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the eventual total amount (still) to be paid.

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- If You decide not to prepay Your rental at booking time, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or protections You decide to take out before You take the Vehicle away will be shown on the Rental Agreement that You will have to agree and sign before picking up of the Vehicle. The final and global cost of your rental will be charged and invoiced at the time of return of the Vehicle at the end of the Rental Period. Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time). If You have incurred extra costs such as fine or caused Damages to the Vehicle identified without your presence Kombocar will charge You these costs and the applicable administration fees at a later date, all these administrative fees (damage management fees, fines administrative fees), when Kombocar becomes aware of them. In this respect, You will have a fourteen (14) days period starting from the date of sending (by email or regular letter) of the notification of billing to challenge and justify not being the author of the fees. In case of no objection or justification from You within the aforementioned period, the amount of these fees will be charged. Your invoice will be sent to You electronically if you have given your prior consent. . If You refuse to receive your final invoice electronically, You can elect to receive paper invoice. If payment is by direct debit, a pre-notification of one day is agreed, which is fulfilled with the sending of the debit notification. In addition, if the due date of payment shown on the invoice has expired and if You do not pay after having received a written warning You have to pay a default interest of 5 % above the relevant base rate, if you are a consumer. The default interest is 8% above the relevant base rate if you are a business customer. The renter can demonstrate that the actual loss due to default is less. If the default of a renter makes the appointment of a debt collection agency necessary, than the renter has to bear the resulting costs if he was not evidently unable or unwilling to pay and has also not raised any other objections to the grounds for the claim. If the invoice amount is not paid in due time, You have to pay the default interest additionally to the non-paid invoice amount.

### 16) WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

- a) Modifications: You can modify Your booking, free of charge, provided You let Kombocar know at least 24 hours before the rental is due to start. Please be aware that new rental prices may apply if You modify Your booking. Modifications of your booking can be done by contacting our Call center on +382 69 672 777 or at [info@kombocar.com](mailto:info@kombocar.com)
- c) Cancellation
  - If You have prepaid Your booking online:
    - o You can cancel Your booking free of charge provided that You have given Kombocar at least 24 hours notice before the rental is due to start.
    - o If You cancel giving Kombocar less than 24 hours notice, the prepaid amount will be refunded less a later cancellation fee of EUR 50,00 net.
    - o If You have not cancelled and fail to come to the Kombocar station to pick up the Vehicle, the prepaid amount will be refunded less a “no show” fee of EUR 50,00 net. For the purpose of this section, cancellation of the booking or failure to pick up the Vehicle due to Force Majeure means that You are prevented or delayed by reason of war and other hostilities civil commotion, accident, lock-outs, trade disputes acts, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond Your reasonable (direct or indirect) control.
  - If You have not prepaid Your booking online:
    - o You may modify or cancel Your booking free of charge up to the time of pick up.
    - o If you not cancel your booking and fail to collect the vehicle at the time of pickup, a no show fee of EUR 50.00 will be charged.

### 17) WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case You want to extend the Hire Period shown on Your Rental Agreement You should take the following steps:

- For any extension of less than 24 hours, give a call to the Kombocar Customer Service under the telephone number +382 69 672 777
- For any extension higher than 24 hours, You shall:
  - o Sign a new Rental Agreement or an addendum to the initial Rental Agreement
  - o Present a means of payment for the extension of the rental period. If You don't comply with the above mentioned conditions, the terms of the above section “Return of the Vehicle” will apply.

### 18) WHAT IS THE FUEL POLICY?

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You are expected to return the car with the same level of fuel on car return. Please note that Kombocar may require you to provide a proof of fuel purchase (receipt). If You have not returned the same level of fuel, You will be charged with the cost of the missing fuel including a refueling charge. Please refer to the Recommended Tariff List attached to Your confirmation email and available from Kombocar stations and/or on the Kombocar website.

**19) MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?**

When You pick up the Vehicle, you have to pay a deposit. If you pay with a credit card, an authorization is made for the deposit. The amount of the deposit takes into account the category of Vehicle, the Hire Period of the rental and all the additional products and/or mobility services that you will have selected at the pick-up of the Vehicle. The deposit is intended to cover additional rental costs. The rule of calculation applied to determine the deposit amount is maximum excess amount of rented vehicle category+ rental + fuel tank cost. This amount can be decreased for some car categories after purchasing some extra insurance packages which are reducing excess damage or theft charges. Its amount is specified in the Rental Agreement and in the confirmation email sent to You at the time of your booking. If no additional rental cost are identified, then the deposit will be refunded at the end of the rental. Deposit will be refunded via bank within 8 business days.

**20) CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?**

Yes you can, but all charges will be executed in local . We can't collect in foreign currencies. However, inter country Banking system will convert your payment into your local currency (€).

**21) WHAT IS KOMBOCAR DOING TO PROTECT MY PERSONAL DATA?**

Kombocar hereby informs the Customers about the processing of their personal data. Kombocar shall process the Customer's personal data only for legitimate purposes, at the extent required for fulfillment of Kombocar obligations laid down by the current regulations, contractual obligations, in order to provide services to Customer. Kombocar shall use personal data for carrying out his business activities, in the manner and in compliance with the Law of Personal Data Protection. Kombocar may provide personal data to legal or natural persons, or to the state authorities (police, court or magistrates). Potential users of Customer's personal data may be regulatory bodies and governmental authorities, to which the Kombocar is obliged to deliver the data in compliance with the Law. Kombocar shall collect and process such data according to the Law and voluntary consent of the Customer. By signing this Agreement, Lessee acknowledges that s/he has been informed in advance by the Kombocar about the rules and principles regarding personal data processing. According to above said, Lessee hereby gives voluntary consent to the Kombocar to process the Lessee's personal data according to the Law of Personal Data Protection.

**23) WHAT IS MY LIABILITY IN CASE OF A DAMAGE?**

- a) The renter is liable for repair costs for accident damage, loss, theft or improper operation of the vehicle or impairment of contractual obligations according to clauses 2, 6 and 14 of these conditions, in case of a write-off for the replacement value of the vehicle less the residual value. The renter is also liable for any consequential damage, particularly reduced value, towing costs, fees for technical experts and a fee for administration costs. The renter is not liable if neither the renter nor the driver is responsible for the damage.
- b) If an exemption of liability is agreed against payment of an additional sum, then Kombocar exempts the renter for damage to the rental vehicle in accordance with the principles of vehicle damage (collision) insurance based on the relevant valid sample conditions of the AK (general conditions for vehicle insurance in Montenegro) with subsequent deductible excess plus a cost lump sum of EUR 29,50. The liability exemption covers accident damage, i.e. through an incident acting suddenly from outside with mechanical force; brake damage, operational damage and pure fracture damage do not count as accident damage. The exemption of liability does not therefore cover in particular damage, which occurs due to improper treatment and/or operation, for example through incorrect gear changing or filling the wrong fuel, or though loaded goods. The deductible excess for each damage is depending from the Vehicle category (for driver younger than 23 years the deductible is at least EUR 1200,00):

Vehicle class:	Deductable excess charge with VAT, expressed in €:
Mini class	500
Economy class	605
Compact class	726



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Intermediate class	847
Family class	1210
Luxury class	1210
Suv & 4x4 class	1210

A list of the deductible excess applicable for the relevant vehicle is available at the place of conclusion of the contract. These deductible excesses only apply when no different individual agreement has been made.

- c) The exemption of liability does not release the renter from the contractual obligations under clauses 2, 6, 14 of these conditions. The renter is fully liable in case of intentional infringement of the contractual obligations, particularly for damage, which occurs due to an unauthorized driver (clause 2) or due to a forbidden use (clause 6). If the renter has intentionally fled the scene of an accident or infringed obligations under clause 14, the renter is also fully liable, unless the infringement has no effect on the assessment of the damage incident. In case of grossly negligent infringement of a contractual obligation, the renter is liable in the proportion of the extent of the fault of the renter. The renter is also fully liable for intentionally caused damage. If damage is caused through gross negligence, liability is in proportion to the fault of the renter.
- d) If cover for fire and theft is concluded, the renter is liable particularly for damage to glass, damage caused by game animals, fire and the elements with a deductible excess of EUR 160,00 per claim plus a cost lump sum of EUR 29,50. The renter is expressly entitled, regarding the cost lump sum, to demonstrate that there has been no cost or considerably less than the lump sum. In other cases, the statutory regulations apply.

### 24) LIMITATION

If an accident has been recorded by the police, compensation claims by Kombocar against the renter will only be due after Kombocar has had the opportunity to inspect the investigation file. The period of limitation begins at the latest six months after return of the vehicle. In case files are to be inspected, Kombocar will notify the renter without delay of the date of inspecting the file.

### 25) LIABILITY OF KOMBOCAR

Any liability of Kombocar due to the infringement of their contractually regulated duties is restricted to cases of intention or gross negligence, including intention or gross negligence of representatives and employees. Kombocar is only liable in cases of slight negligence for injury to life, body or health, for infringement of essential contractual duties and for compulsory liability under the terms of the product liability law. In this case liability is limited in extent to the compensation of contractually typical losses.

### 26) WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

- a) Applicable law In case of dispute between You and Kombocar regarding Your rental, Montenegrin law is applicable.  
b) Customer Relation Service

For booking you have made via Kombocar Montenegro You can contact Customer Relation Service at the following addresses and telephone: KMB Company d.o.o. 49 Mažina II, 85320 Tivat Montenegro

[info@kombocar.com](mailto:info@kombocar.com)

- c) Notifications: All notifications to be served upon You and Kombocar pursuant to Your Rental Agreement shall be sent to the addresses indicated in the latter, that You and Kombocar recognize as the elected domicile for all purposes and any modification must be communicated to the other party.
- d) Contractual documents: The binding documents between You and Kombocar are, by order of priority, the following:
- the Rental Agreement and its specific conditions (the document signed by You at the moment of the checkout or the first day of rental)
  - the confirmation email (where You have prebooked Your rental)
  - the Kombocar Insurance and Protection Provisions
  - the Recommended Tariffs List;
  - the present T&Cs which apply to all aforementioned documents.

### 27) IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

Kombocar views itself as being obliged to the code of conduct for the car rental industry published by Leaseurope. You may obtain more details on the website [leaseurope.org](http://leaseurope.org). Version January 2018.

## **ASSISTANCE TERMS & CONDITIONS**

For the duration of the Hire Period as agreed with Kombocar, You have the benefit at no extra cost of our Emergency Management service. Kombocar reserves the right to charge the Renter with these costs in case the Renter and/or the Driver have caused the use of this service without any reason or by themselves. The Assistance service comprises, amongst other benefits

- Technical support for the rental vehicle
  - o Locating a replacement vehicle, if the vehicle cannot be repaired on the spot (N.B: the rental agreement will continue to run until last day of the rental as originally agreed). Replacement vehicle will be delivered in the shortest notice, latest within 24h after Kombocar receive the notice.
  - o Transportation of the beneficiaries to the rental station where the replacement vehicles is to be made available
  - o If no replacement vehicle can be provided:
    - ♣ either a hotel room with breakfast for one night
    - ♣ or transportation by taxi or train to the domicile or destination in Montenegro or to the point of departure from Montenegro for non-residents. This benefit is provided up to EUR 150 € for passenger vehicles and EUR 120 for utility Vehicles.
- Exclusions o Support for the rental Vehicle
  - ♣ Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition
  - ♣ Vehicles rented in Montenegro which have been taken abroad.

RECOMMENDED TARIFF LIST 2019 - KOMBOCAR

Kombocar equipment			
EQUIPMENT	PRICE PER DAY	PRICE MAX.	LIABILITY
BABY/TODDLER SEAT	6	30	100
NAVIGATION SYSTEM	12	60	200
WI FI ROUTER	12	60	200
INTERNET DATA CARD	5	20	20
Kombocar extra services			
EXTRA SERVICES	PRICE PER DAY	PRICE MAX.	LIABILITY
ADDITIONAL DRIVER	0	0	0
CROSS BORDER FEE	50	50	
YOUNG DRIVER FEE	50	50	50
DELLIVERY/COLLECTION	20	20	WITHIN 20 KM
DELLIVERY/COLLECTION	1.5 €/KM	DISTANCES OVER 10 KM	
LOST CAR KEYS	500	500	500
REFULING COST	15	15	PER CASE
PARKING FEE	30	30	PER CASE

**INSURANCES AND PROTECTION - KOMBOCAR**

Kombocar insurances										
VEHICLE CLASS/ EXAMPLE	INSURANCE INCLUDED	EXCESS CDW	SCDW	EXCESS SCDW	EXCESS THW	STHW	EXCESS STHW	WWI	FDW SCDW+STHW +WWI)	EXCESS FDW
Mini/SKODA CITIGO or similar	CDW/THW	500	15	0	500	4	0	5	18	0
Economy/RENAULT CLIO or similar	CDW/THW	605	15	0	605	4	0	5	18	0
Economy/SKODA FABIA or similar	CDW/THW	605	15	0	605	4	0	5	18	0
Compact/SODATA SCALA	CDW/THW	605	15	0	605	4	0	5	18	0
Compact/VW GOLF or similar	CDW/THW	726	15	0	726	4	0	5	18	0
Intermediate/FORD KUGA or similar	CDW/THW	847	15	0	847	4	0	5	18	0
Family/VW TOURAN or similar	CDW/THW	1210	15	0	1210	4	0	5	18	0
Luxury/AUDI A3 or similar	CDW/THW	1210	15	0	1210	4	0	5	18	0
SUV & 4x4/SKODA KODIAQ	CDW/THW	1210	15	0	1210	4	0	5	18	0