

**POGODBA O POPOLNEM POSLOVNEM
NAJEMU VOZILA
SPLOŠNI POGOJI**

**AGREEMENT ON FULL OPERATIONAL LEASING
OF VEHICLE
GENERAL TERMS AND CONDITIONS**

1. Uvodne določbe

1.1. Splošni pogoji popolnega poslovnega najema vozila, Pogodba o poslovnem najemu / Pogodba o upravljanju posameznih vozil (v nadaljevanju "Najemna pogodba"), morebitni dogovori o dodatnih storitvah in kakršnekoli kasnejše dogovorjene spremembe in dopolnitve, Priročnik z navodili za uporabo najetega vozila in Navodila za vračilo vozila so sestavni del pogodbe med pogodbenima strankama, to je ALD Automotive, poslovni najem, d.o.o. kot leasingodajalcem (v nadaljevanju "najemodajalec") in leasingojemalcem (v nadaljevanju "najemnik").

1.2. Najemodajalec da predmet najemne pogodbe (v nadaljevanju "vozilo") v najem najemniku v skladu s pogoji, definiranimi v najemni pogodbi.

1.3. Morebitni dodatki ali kasnejše spremembe posameznih najemnih pogodb ali splošnih pogojev so veljavni le, v kolikor se izvedejo v pisni obliki.

1.4. Če je katera izmed določb predmetne pogodbe v celoti ali delno neveljavna oziroma neizvedljiva ali bo takšna postala, ali če so v pogodbi posamezne določbe nične, to ne vpliva na ostale pogodbene pogoje. Pogodbeni stranki se izrecno strinjata, da namesto neveljavne ali neizvedljive ali neobstoječe določbe velja določba, ki je najbližja namenu oziroma cilju pogodbe in pogodbene strank.

2. Splošne določbe

2.1. Najemodajalec ima pravico od najemnika zahtevati podatke o njegovem pravnem statusu (registracija podjetja, davčna registracija, identifikacija in razvrstitev po dejavnosti, itd.), kot tudi podatke o njegovih sredstvih in lastništvu, jamstvih, sedežu podjetja in spremembah v zvezi z vsem tem, pa tudi revizijsko poročilo (če je bila pri najemniku revizija opravljena) in podatke o njegovem finančnem stanju (bilanca stanja, bilanca uspeha, itd.). Najemnik mora najemodajalca obvestiti o morebitnih spremembah glede svojih kontaktnih oseb, poslabšanju svojega finančnega stanja in drugih spremembah, ki so relevantne za najemodajalca. Najemnik je odgovoren za vse morebitne stroške, ki bi jih najemodajalec imel zaradi nepravočasnega obvestila o spremembah glede omenjenih podatkov podjetja. Najemodajalec ima tudi pravico zahtevati garancijo za zavarovanje plačila v obliki bianko menice ali pologa ali kakršnegakoli drugega primernega jamstva za terjatve do najemnika v prihodnosti. Najemnik najemodajalcu izrecno dovoljuje, da lahko le-ta te podatke deli, spremeni, zbríše ali jih uporabi v marketinške namene in jih ustrezno hrani v Sloveniji, kot tudi v tujini. Če izvajanje pogodbe vključuje kakršnekoli podatke tretje osebe, na primer podatke uporabnika voznika, mora najemnik pridobiti njegovo soglasje v skladu s predpisi, ki veljajo na področju varstva osebnih podatkov.

1. Preliminary Provisions

1.1. The Full Operational Leasing General Terms and Conditions, Operational Leasing Agreement / Individual Vehicle Management Agreement (hereinafter referred to as the Lease Agreement), any agreements on additional services and any agreed subsequent amendments and modifications thereof, the User Manual for the Leased Vehicle and the Instructions for Returning the Vehicle are an integral part of the Agreement between the Parties, i.e. ALD Automotive, poslovni najem, d.o.o. as the lease giver (hereinafter referred to as the Lessor) and the lease holder (hereinafter referred to as the Lessee).

1.2. The Lessor shall lease the subject of the Lease Agreement (hereinafter referred to as the Vehicle) to the Lessee in accordance with the terms defined in the Lease Agreement.

1.3. Any changes or modifications to individual Lease Agreements or the General Terms and Conditions shall be valid only if concluded in writing.

1.4. Should any provision of the present Agreement be or become fully or partly invalid or impracticable or if there is a legal void in the Agreement, this shall not affect the other contractual terms. The Contracting Parties expressly agree that, in place of the invalid or impracticable or missing provision, the provision closest to the purpose or aim of the Agreement and the Contracting Parties shall apply.

2. General Provisions

2.1. The Lessor has the right to request the Lessee's corporate information (company registration, tax registration, notice on identification, business classification, etc.), information on the Lessee's assets and ownership, guarantees, company headquarters and modifications thereof as well as the Audit Report (if the Lessee is subject to an audit) and information on the Lessee's financial situation (balance sheet, profit and loss account, etc.). The Lessee must inform the Lessor of any changes to their contact persons, deterioration of their financial situation and other changes that are relevant to the Lessor. The Lessee shall bear all the Lessor's costs incurred resulting from late notification of any changes to the company's information. The Lessor may also request a payment guarantee in the form of a blank bill of exchange or down payment or other appropriate security for future claims against the Lessee. The Lessee expressly allows the Lessor to share, modify, delete and use this data for marketing purposes and properly store it in Slovenia and abroad. If the realisation of the Agreement involves any data of a third party, for example that of the user of the Vehicle, the Lessee must obtain their approval in accordance with the relevant regulations on personal data protection regulations.

2.2. Za potrebe preverbe finančne sposobnosti najemnika, lahko najemodajalec zahteva najemnikove letne finančne izkaze, ki jih mora najemnik, v kolikor niso javni, priskrbeti. Če je najemodajalec zaradi najemnikovega nerednega izpolnjevanja pogodbenih obveznosti ali kakršnihkoli dogodkov, ki bi lahko vplivali na najemnikovo sposobnost rednega izpolnjevanja pogodbenih obveznosti v času trajanja te pogodbe ali v obdobju veljavnosti te pogodbe, mnenja, da je potrebno zahtevati dodatno garancijo za zavarovanje plačila, lahko najemodajalec to stori na način, ki je ustrezen v tistem trenutku, in za znesek, ki ne presega celotnega zneska drugih terjatev v skladu s posameznimi veljavnimi pogodbami o poslovnem najemu.

2.3. Da bi zagotovil izpolnjevanje najemnikovih obveznosti, lahko najemodajalec ob podpisu najemne pogodbe zahteva plačilo varščine. Varščina, ki jo je potrebno na tekoči račun najemodajalca nakazati ob podpisu pogodbe, se smatra kot poroštvo za vse terjatve najemodajalca, ki izhajajo iz poslovnega odnosa z najemnikom. Najemodajalec varščino obdrži za obdobje trajanja najemne pogodbe in jo najemniku vrne ob izteku najemne pogodbe, od nje pa se odštejejo zneski, ki jih najemnik ni plačal, vključno s stroški popravil ali stroški, ki izhajajo iz zmanjšane vrednosti vozila, ki jih mora poravnati najemnik. Najemnik ni upravičen do nobenih obresti iz naslova položitve varščine.

3. Naročilo in predmet pogodbe ter začetek poslovnega najema

3.1. Najemnik s podpisom najemne pogodbe potrdi specifikacije vozila, kot so opisane v najemni pogodbi: znamko in model vozila, delovno prostornino motorja in njegovo pogonsko moč, barvo vozila, vrsto goriva, dodatno opremo, dodelave, itd. Najemna pogodba izraža najemnikovo obvezo do dogovora in za najemodajalca pomeni osnovo za naročilo vozila pri dobavitelju. Pogodbeni stranki se tako strinjata, da vsa tveganja, ki so povezana z izbiro in karakteristikami vozila (e.g. navedena in dejanska (i) poraba goriva, (ii) izpusti, (iii) hitrost, (iv) svetilnost luči, (v) domet električnega vozila, ..., točnost odčitavanja hitrosti in porabe goriva, ...) ter pogoji dobavitelja, nosi najemnik in v razmerju do najemodajalca nima pravice do ugovora niti ne pravice do odstopa od pogodbe ali do znižanja njegovih obveznosti do najemodajalca.

V primeru kakršnihkoli sprememb ali preklica najemne pogodbe je najemnik dolžan kriti stroške preklica.

Stroški so enaki dejanskim stroškom preklica, ki jih najemodajalcu zaračuna dobavitelj, povečani za 3 mesečne najemnine, vključno z DDV in vse stroške, ki jih je najemodajalec imel s tem, da je bilo vozilo pripravljeno za uporabo (registracija, zavarovanje, ...).

3.2. Smatra se, da je najemna pogodba sklenjena na dan, ko jo je podpisal najemodajalec. S plačevanjem mesečnih obrokov mora najemnik začeti:

(i) na prvi dan, ko je vozilo registrirano kot najemodajalčeva lastnina, ali

2.2. In order to examine the Lessee's financial fitness, the Lessor may request the Lessee's annual financial statements, which the latter must provide if they are not public. If, due to the Lessee's irregular coverage of liabilities or any events that might affect the Lessee's ability to cover their contractual liabilities regularly during the term of the lease or the period of validity of the present Agreement, the Lessor deems it necessary to demand additional security for payment, the Lessor may do so in a manner appropriate at that moment and for an amount not exceeding the total amount of other claims in accordance with individual valid Operational Leasing Agreements.

2.3. In order to ensure the fulfilment of the Lessee's obligations, the Lessor may demand the payment of a security deposit upon signing the Lease Agreement. The deposit, which must be transferred to the Lessor's current account upon signing the Agreement, shall be regarded as security for all the Lessor's claims arising from their business relationship with the Lessee. The Lessor shall retain the deposit for the duration of the Lease Agreement and return it to the Lessee upon the expiration of the Lease Agreement less any amounts not paid by the Lessee, including repair costs or costs incurred from the reduced value of the Vehicle that must be covered by the Lessee. The amount of the security deposit is not subject to interest during the duration of the Agreement.

3. Order, Subject of the Agreement and Commencement of the Operational Leasing

3.1. By signing the Lease Agreement, the Lessee confirms the specification of the Vehicle as described in the Lease Agreement: make and model, engine capacity and power, colour of the vehicle, type of fuel, additional equipment, accessories, etc. The Lease Agreement represents the Lessee's commitment to the agreement and is the basis for the Lessor to order the Vehicle from the supplier. The Parties therefore agree that the Lessee shall carry all risks related to the choice and characteristics (e.g. quoted and actual (i) fuel consumption, (ii) emissions, (iii) speed, (iv) lights brightness (v) electric car range, ... accuracy of speedometer and fuel consumption, ...) of the Vehicle and the terms of the dealer and may not raise objections in relation to the Lessor, nor has he the right to withdraw from the lease contract nor the right to reduce the obligations towards the Lessee.

In the event of any amendments to or cancellation of the Lease Agreement, the Lessee shall be liable for the cancellation costs.

Costs shall be equal to real cancellation costs charged to the Lessor by the supplier + 3 monthly instalments including VAT and all related costs that the Lessor incurred in order to put the vehicle on the road (registration, insurance and similar).

3.2. The Lease Agreement is considered concluded on the day that the Lessor signed it. The Lessee is obliged to start paying monthly instalments:

(i) on the first day the vehicle has been registered as the Lessor's property or

(ii) v primeru prenosa pogodbe na prvi dan, ko je bil prenos pogodbe dejansko izveden.

3.3. Najemodajalec pred sklenitvijo pogodbe najemniku pošlje nedpodpisano ponudbo/pogodbo in preveri njegovo finančno sposobnost za izpolnjevanje pogodbenih obveznosti. Če ugotovi, da najemnik ni finančno sposoben, lahko odkloni podpis pogodbe, najemnik pa zaradi tega nima nobenih zahtevkov do najemodajalca. Potem ko najemodajalec ugotovi, da je najemnik finančno sposoben in ko pridobi potrebna sredstva za financiranje pogodbe, podpiše pogodbo (ki je že podpisana s strani najemnika) in jo pošlje najemniku. Na datum, ko pogodbo podpiše najemodajalec, se šteje, da sta pogodbeni stranki sklenili sporazum.

3.4. Predmet poslovnega najema je novo vozilo, ki ga izbere najemnik sam, nakup in plačilo novega vozila izvede najemodajalec, oziroma rabljeno vozilo, ki je kupljeno v smislu "sale and lease back" ali na drug način. Najemnik vzame v poslovni najem vozilo in druge storitve v okviru poslovnega najema, za katere se pogodbeni stranki dogovorita in ki jih nudi najemodajalec ali tretja oseba, ki jo najemodajalec za to pooblasti.

3.5. Vozilo se preda v najem na osnovi najemne pogodbe, ki se sklene med pogodbenima strankama. Najemna pogodba določa obseg sodelovanja za vsako posamezno vozilo in storitve, ki jih bo najemodajalec (posamezne storitve v pogodbi, ki so označene z "DA") opravljal za najemnika v času trajanja najema v dogovorjenem obsegu.

3.6. V času trajanja najemne pogodbe najemnik vozilo uporablja v skladu s pogodbenimi pogoji in najemodajalcu plačuje zneske, ki so dogovorjeni v pogodbi. Ob prenehanju pogodbe najemnik vozilo vrne najemodajalcu v skladu z določbami najemne pogodbe in navodili za vračilo vozila.

4. Pogoji uporabe najetega vozila

4.1. Tekom celotnega trajanja najemne pogodbe ostane vozilo v lasti najemodajalca. Najemnik mora z vozilom ravnati kot dober gospodar in ga ne sme prodati ali posojati tretjim osebam. Poleg tega najemnik vozila ne sme uporabljati za kakršnekoli nezakonite dejavnosti, terensko vožnjo, dirke, tekmovanja, treninge ali za učenje vožnje, za opravljanje taksi dejavnosti ali prevoz nevarnih substanc, in vozila tudi ne sme zastaviti, dati v podnajem, ga komu odstopiti ali ga uporabiti za zavarovanje svojih obveznosti. Za čas trajanja najemne pogodbe sta pogodbeni stranki sporazumni, da se kakršnikoli riziki povezani z lastništvom in uporabo (e.g. skrb za popravila, vzdrževanje, prijava kraje, uveljavljanje pravic iz garancije,...) vozila pogodbeno prenesejo na najemnika v obsegu, ki je določen v najemni pogodbi in v splošnih pogojih. Najemnik je v celoti odgovoren za kakršnokoli škodo ali zmanjšanje vrednosti vozila, ki je posledica uporabe vozila zunaj prej opisanih omejitev. Nadalje najemnik od dneva prevzema vozila do dneva vračila vozila prav tako prevzema tveganje za razbito vozilo, ki je posledica nesreče, kraje, škode, predčasne obrabe ali (ne)sposobnosti uporabe najetega vozila. Tovrstna škoda

(ii) in the case of transfer of the contract, on the first day the contract was actually transferred.

3.3. The Lessor sends the Lessee, prior to the contract's closing, unsigned offer/contract and checks the Lessee's financial capacity to fulfil contractual obligations. If the Lessor establishes that the Lessee is not financially capable, he may choose to decline signing the contract and the Lessee has no claims towards the Lessor. After the Lessor concludes that the Lessee is financially capable and acquires the funds to finance the agreement, the Lessor signs the Agreement (already signed by the Lessee) and sends it to the Lessee. Upon the date of signature of the Agreement by the Lessor it is considered that an agreement between the Parties has been reached.

3.4. The subject of the operational lease is a new Vehicle of the Lessee's own choice, bought and paid for by the Lessor and obtained from a dealer, or a used Vehicle bought in the sense of "sale and lease back". The Lessee takes the operational lease of the Vehicle and other operational lease services that the Contracting Parties agree upon and which are offered by the Lessor or a third party authorised by the latter.

3.5. The Vehicle shall be leased on the basis of the Lease Agreement concluded between the Parties. The Lease Agreement sets out the extent of partnership for each individual Vehicle and the services (individual services in the Agreement marked "YES"), performed by the Lessor for the Lessee to the agreed extent during the term of the lease.

3.6. For the duration of the Lease Agreement, the Lessee shall use the Vehicle in accordance with the contractual terms and pay the Lessor the amounts agreed upon in the Agreement. Upon termination, the Lessee shall return the Vehicle to the Lessor in accordance with the Lease Agreement provisions and Instructions for Returning the Leased Vehicle.

4. Leased Vehicle Terms of Use

4.1. The Vehicle shall remain under the sole ownership of the Lessor for the entire duration of the Lease Agreement. The Lessee must use the Vehicle with due care and attention and may not sell or loan it to third parties. Furthermore, the Lessee may not use the Vehicle to take part in any illegal activities, off-road driving, races, competitions or training or driving lessons, perform taxi services or transport hazardous substances and may not pledge it, sublease it, give it away or use it as collateral for any liabilities. For the duration of the Lease Agreement, the Contracting Parties agree that any risks related to the ownership and use (e.g. care for repairs, maintenance, report of theft, enforcement of warranty rights, ...) of the Vehicle shall be transferred under the Agreement to the Lessee to the extent set out in the Lease Agreement and the General Terms and Conditions. The Lessee is fully responsible for any damage or the reduction of value of the Vehicle as a result of using the Vehicle outside of the aforementioned limitations. Furthermore, from the day of collection to the day of returning the Vehicle, the Lessee shall bear the risk of damage resulting from accident, theft, damage, early wear or the (in)ability to use the leased Vehicle. Such damage does not relieve the Lessee of the

najemnika ne razbremeni obveznosti, ki izhajajo iz zadevne pogodbe, in, kar je najpomembnejše, odgovornosti, da poravna dogovorjena plačila.

4.2. Najemodajalec izrecno soglaša, da lahko vozilo uporabljajo najemnikovi zaposleni in njihovi najbližji družinski člani (sorodniki v prvem kolenu) na podlagi pisnega soglasja najemnika. Najemnik lahko vožnjo in uporabo vozila dovoli le voznikom z veljavnim vozniškim dovoljenjem. Najemnik za te osebe (njihova ravnanja in opustitve) odgovarja najemodajalcu.

4.3. Najemnik mora za vozilo skrbeti in ga vzdrževati na način, ki je naveden v tehnični dokumentaciji proizvajalca. Najemnik mora izvajati kontrolo nivoja olja v motorju in menjalniku, preverjati ostale tekočine, pa tudi tlak v pnevmatikah in profil pnevmatik, ter jih vzdrževati v skladu z veljavno zakonodajo in navodili proizvajalca. Predvsem pa mora najemnik menjati letne in zimske pnevmatike v skladu s pravili v cestnem prometu.

4.4. Najemnik se zavezuje, da bo izvajal redno in vso potrebno vzdrževanje vozila pri pooblaščenem serviserju. Najemnik se prav tako zavezuje, da bo najemodajalca redno obveščal o vsakršnem opravljenem vzdrževanju in kontrolnih pregledih, ter v zvezi s tem priskrbel ustrezna dokazila. Najemnik mora poskrbeti za to, da vsako servisiranje vozila opravi pooblaščen servisni center. Če najemnik tega ne stori, je to lahko razlog, da najemodajalec odstopi od zadevne pogodbe, najemnik pa v takšnem primeru odgovarja za škodo.

4.5. Vzdrževanje, popravila, popravila okvar ali zamenjavo delov lahko najemnik opravi le pri servisnem centru, ki ga je pooblastil ALD, in le ob uporabi originalnih rezervnih delov. Najemnik mora najemodajalca nemudoma obvestiti o kakršnihkoli popravilih ali zamenjanih delih, sicer bo odgovoren za morebitno škodo, ki bi jo utrpel najemodajalec.

4.6. Najemnik se zavezuje, da bo pravočasno poskrbel za vse preglede vozila in da bo, če bo to potrebno, najemodajalcu dostavil vso potrebno dokumentacijo za obnovev registracije vozila.

4.7. Najemnik je v celoti odgovoren za kakršnokoli škodo, ki bi jo utrpel najemodajalec ali tretje osebe, kot posledico neizvajanja potrebnega vzdrževanja ali popravil.

4.8. Najemniku je najstrožje prepovedano, da bi izvajal kakršnekoli nastavitve števca kilometrov. O vseh poškodbah na števcu kilometrov je potrebno v pisni obliki nemudoma obvestiti najemodajalca in jih odpraviti. Kot dokaz popravila okvare ali odprave škode mora najemnik najemodajalcu takoj poslati kopijo računa za popravilo skupaj s potrdilom o številu prevoženih kilometrov pred popravilom.

4.9. Brez vnaprejšnjega pisnega soglasja s strani najemodajalca, najemnik na vozilu ne sme narediti nobenih sprememb, nameščati ali odstranjevati delov ali opreme, odstranjevati ali nameščati delov vozila iz kakršnihkoli razlogov in izvajati popravil, z izjemo zamenjave prazne

obligations arising from the present Agreement and, most importantly, of the responsibility to settle the agreed payments.

4.2. The Lessor expressly agrees that the Vehicle may be used by the Lessee's employees and their immediate family members on the basis of the Lessee's written consent. The Lessee may allow the Vehicle to be operated and used only by drivers with a valid driver's licence. The Lessee shall be responsible to the Lessor for these persons (their actions and driver's status).

4.3. The Lessee must look after the Vehicle and maintain it as specified in the manufacturer's technical documentation. The Lessee must carry out oil checks in the engine and transmission, checks of other fluids as well as tyre pressure and profile and maintain them in accordance with the legislation in force and the instructions of the manufacturer. In particular, the Lessee must change the summer and winter tyres in accordance with road safety regulations.

4.4. The Lessee undertakes to carry out regular and all required vehicle maintenance at authorised service outlets. The Lessee also undertakes to regularly inform the Lessor of all the maintenance and inspections performed and produce the appropriate evidence. The Lessee must make sure that every vehicle service is approved by the authorised service centre. Failing to do so may be grounds for withdrawal of the Lessor from the present Agreement and the Lessee's liability for damages.

4.5. Maintenance, repairs, damage repairs or the replacement of parts, may be carried out by the Lessee only at the service centres authorised by ALD, using original spare parts. The Lessee must immediately inform the Lessor of any repairs or changed parts, otherwise they shall be liable for any damage to the Lessor.

4.6. The Lessee undertakes to carry out inspection of the Vehicle in due time and, if required, deliver all the necessary documentation for the renewal of the registration of the Vehicle to the Lessor.

4.7. The Lessee is fully liable for any damage caused to the Lessor or third parties for failing to carry out the required maintenance and repair.

4.8. The Lessee is strictly forbidden to make any type of adjustments to the tachograph (odometer). Any damage to the odometer must be immediately reported to the Lessor in writing and repaired. As proof of repairing the malfunction or damage, the Lessee must immediately send the Lessor a copy of the invoice for the repair, together with a confirmation of the mileage prior to the repair.

4.9. Unless prior written consent is obtained from the Lessor, the Lessee may not make any changes to the Vehicle, install or remove accessories or equipment, remove or install parts for any reason or carry out repairs, apart from changing a flat tyre. Promotional stickers on the

pnevmatike. Nameščanje reklamnih nalepk na vozilu brez predhodnega pisnega soglasja najemodajalca ni dovoljeno. Pred vračilom vozila po izteku najemnega obdobja, ali ob predčasni prekinitvi najemne pogodbe je najemnik dolžan na lastne stroške odstraniti naknadno nameščeno opremo ali nalepke in vozilo povrniti v prvotno stanje, ne da bi pri tem vplival na funkcionalnost ali izgled vozila, ali pa s tem zmanjšal njegovo vrednost. Če je to potrebno, mora pred vračilom vozila najemnik na lastne stroške pridobiti tudi novo homologacijo za vozilo, da bi s tem zagotovil, da se vozilo dejansko vrne v svoje prvotno stanje. Če najemnik tega ne stori, bo zato poskrbel najemodajalec na stroške najemnika. Najemnik je dolžan kriti stroške odprave poškodb na vozilu ali zmanjšanja njegove vrednosti, ki so posledica kakršnihkoli posegov ali sprememb na vozilu. V primeru, da ob prenehanju pogodbenega razmerja naknadno nameščene ali zamenjane opreme ni mogoče odstraniti, ne da bi pri tem poškodovali originalno opremo, ali če najemnik tega ni storil, preide vsa novo nameščena in zamenjana oprema brezplačno v last najemodajalca.

4.10. Če se ob vračilu vozila ugotovi, da je bil katerikoli del vozila ali njegove opreme zamenjan oziroma izgubljen, se najemnik strinja, da bo najemodajalcu povrnil odškodnino v višini tržne cene zamenjanega ali izgubljenega novega originalnega dela ali opreme, ki velja na dan, ko je bilo vozilo vrnjeno.

4.11. Najemodajalec ne nosi odgovornosti za lastnino najemnika ali za osebno lastnino tretje osebe, ki jo je le-ta pustil(-a)/prevažala(-a) v najetem vozilu. S sklenitvijo najemne pogodbe najemnik izrecno odstopa od kakršnihkoli terjatev, ki izhajajo iz prej omenjene izgube ali s tem povezane škode.

4.12. Najemnik mora vozilo uporabljati v skladu s prometnimi in drugimi predpisi, ter navodili, ki so del priročnika z navodili za uporabo najetega vozila. Najemnik odgovarja za vse dokumente, ki so povezani z vozilom, in jih mora predložiti na vpogled policiji ali davčnim organom. V primeru izgube ali kraje le-teh, nosi najemnik vse stroške za pridobitev oziroma izdajo dvojnikov dokumentov.

4.13. Najemnik odgovarja za plačilo kazni za storjene prometne prekrške in z njimi povezane morebitne dodatne stroške ali kazniva dejanja, ter nosi civilno odgovornost za škodo, ki je povzročena z najetim vozilom. To velja tudi za primere, ki niso zajeti v ali so izključeni iz zavarovanja vozila in osebne neizgovornosti zavarovanja.

4.14. Najemnik se obvezuje, da v primeru okvare, nesreče ali kraje vozila, ki je predmet najemne pogodbe, zaradi katerih je najemnik utrpel kakršnokoli vrsto gospodarske škode, za to ne bo terjal odgovornosti od najemodajalca.

4.15. V primeru poskusa posega ali dejanskega posega v posest ali kršitve lastninske pravice najetega vozila s strani tretjih oseb, mora najemnik na lastne stroške opraviti vsa potrebna dejanja in pravne ukrepe, pri čemer ne sme čakati, da bi ukrepal najemodajalec, vse z namenom, da bi zagotovil najemodajalčevo neomejeno lastninsko pravico, najemodajalca pa mora o tem nemudoma obvestiti.

Vehicle are not allowed without obtaining the Lessor's written consent. Prior to returning the Vehicle, following the expiration of the term of the lease or upon early termination of the Lease Agreement, the Lessee must remove the newly-installed equipment and any stickers at their own cost and return the Vehicle to its original state, without affecting the functionality or exterior of the Vehicle or reducing the value of the Vehicle. If necessary, the Lessee must also obtain a new Type Approval for the Vehicle at his own expense prior to returning the Vehicle, in order to ensure that the Vehicle is returned to its original state. If the Lessee fails to do so, the Lessor shall do so at the expense of the Lessee. The Lessee must bear the costs of repair for damage or reduced value of the Vehicle caused by any type of interference with or changes to the Vehicle. If, upon the termination of the contractual relationship, the newly-installed and replaced equipment cannot be removed without damaging the original equipment or if the Lessee has failed to remove it, all newly-installed and replaced equipment shall become the property of the Lessor free of charge.

4.10. If, upon returning the Vehicle, it is established that any part of the Vehicle or equipment has been replaced or lost, the Lessee agrees to reimburse the damage to the Lessor in the amount of the market price of the replaced or lost new original part or equipment valid upon the date that the Vehicle was returned.

4.11. The Lessor shall not be responsible for the Lessee's property or the personal property of any third party that has left/transported it in the leased Vehicle. By concluding the Lease Agreement, the Lessee expressly waives any claims arising from the aforementioned loss or related damage.

4.12. The Lessee must use the Vehicle in accordance with traffic and other regulations as well as the instructions provided in the User Manual for the Leased Vehicle. The Lessee shall be responsible for all the documents pertaining to the Vehicle and must present them to the police or tax authorities for inspection. In the event of loss or theft, the Lessee shall bear all the costs of obtaining or issuing duplicates.

4.13. The Lessee shall be liable for the payment of fines for any traffic offences committed and any eventual related costs or criminal offences and shall bear civil liability for the damage caused by/with the leased Vehicle. This also applies to the events not comprised in or excluded from the Vehicle and personal accident insurance.

4.14. The Lessee undertakes that, in the event of a breakdown, accident or theft of the Vehicle that is the subject of the Lease Agreement and due to which the Lessee has suffered any type of commercial damage, the Lessee shall not hold the Lessor responsible.

4.15. The Lessee must take all necessary actions and legal measures at their own expense and not wait for action to be taken by the Lessor in order to ensure the Lessor's unrestricted property rights in the event of any attempted or actual intrusion upon the property or infringement of the property right of the leased Vehicle by third parties and immediately inform the Lessor of such event.

4.16. V primeru kraje oziroma nezakonitega odvzema najetega vozila s strani tretjih oseb je najemnik dolžan to takoj prijaviti policiji in najemodajalcu. Kraja vozila se smatra za predčasno prekinitev pogodbe o poslovnem najemu. V primeru poskusa posega ali izpeljanega posega v posest ali kršitev lastninske pravice najetega vozila s strani tretjih oseb, tudi če gre za državne organe (npr. v primeru rubeža, izvršbe, zasega varščine itd.), je najemnik dolžan izrecno pisno opozoriti te osebe, da je lastnik najetega vozila najemodajalec in da je on sam kot najemnik le zakoniti neposredni posestnik vozila. Kakršnokoli škodo, ki je posledica nespoštovanja tega člena, plača najemnik.

4.17. Najemodajalec ima pravico opraviti nadzor vozila in njegove uporabe. Najemnik mora pooblaščenemu predstavniku najemodajalca omogočiti popolno in brezpogojno pravico za obisk v razumnem času na lokaciji, kjer se vozilo nahaja oziroma uporablja, z namenom pregleda in kontrole vozila. Če najemodajalec pri nadzoru ugotovi, da je najemnik kršil določbe najemne pogodbe in splošnih pogojev, najemnik da izrecno privoljenje in soglaša, da lahko najemodajalec vozilo odvzame. Najemnik se v slednjem primeru izrecno odpoveduje zahtevku zaradi motenja posesti, če s svojim ravnanjem ovira odvzem vozila. V kolikor so odkrite kakršnekoli kršitve določb, lahko najemodajalec prekine najemno pogodbo in zahteva takojšnje vračilo vozila ali pa sproži postopek za njegovo vrnitev.

4.18. Najemodajalec ni odgovoren za morebitno škodo povzročeno najemniku ali tretjim osebam zaradi neupoštevanja navedenih omejitev in predpisov s strani najemnika ali drugih uporabnikov najetega vozila, ki jih je najemnik pooblastil. Vse s tem povezane stroške in škodo krije najemnik.

5. Trajanje poslovnega najema in kilometraža

5.1. Pogodba je sklenjena za fiksno časovno obdobje in se izteče ob koncu obdobja, za katerega je bila sklenjena.

5.2. Ob izteku fiksnega časovnega obdobja pogodba avtomatično preneha veljati. Če najemnik vozila ne vrne, je še naprej dolžan plačevati najemnino v skladu s pogodbo. Najemodajalec ima ne glede na to pravico zahtevati vračilo vozila. Predčasna prekinitev najemne pogodbe je mogoča le pod pogoji, ki so določeni v 16. členu zadevnih splošnih pogojev.

5.3. Čas namenjen vzdrževanju in skrbi za vozilo ter popravilom vozila, ki je predmet poslovnega najema, ali kakršnekoli motnje poslovanja ne podaljšajo obdobja najema. V vseh tovrstnih in drugih primerih mora najemnik plačati poln znesek mesečnega obroka.

5.4. Morebitni dodatni prevoženi kilometri / manj prevoženi kilometri se obračunajo ob izteku oziroma predčasni prekinitvi najemne pogodbe kot je opisano v nadaljevanju: Če najemnik vozilo v skladu z najemno pogodbo vrne ob času, ki je dogovorjen v pogodbi, prevoženi kilometri pa odstopajo od opredeljenih glede na najemno pogodbo,

4.16. In the event of theft or unlawful removal of the leased Vehicle by third parties the Lessee must immediately report the incident to the police and the Lessor. Vehicle theft is regarded as early termination of the Operational Leasing Agreement. In the event of attempted or actual intrusion upon the property or infringement of the property right of the leased Vehicle by third parties, even if the latter are state authorities (e.g. in the event of distress, execution, seizure for security, etc.), the Lessee must expressly inform these parties in writing that the owner of the leased Vehicle is the Lessor and they, as the Lessee, are only the lawful direct holder of the Vehicle. Any damage that occurs from failure to respect this article shall be covered by the Lessee.

4.17. The Lessor shall have the right to inspect the Vehicle and its use. The Lessee must grant the Lessor's authorised representatives full and unconditional access to the location where the Vehicle is kept or used at a reasonable time for the purpose of checking and inspecting the Vehicle. If the Lessor's inspection reveals that the Lessee has violated the provisions of the Lease Agreement and the present General Terms and Conditions, the Lessee expressly agrees upon and allows the Vehicle to be seized by the Lessor. In such an event, the Lessee expressly waives the claim for disturbance of possession if they obstruct the seizure of the Vehicle. In the event that any violations are discovered, the Lessor may cancel the Lease Agreement and demand the immediate return of the Vehicle or initiate proceedings for the return thereof.

4.18. The Lessor shall not be liable for any damage caused to the Lessee or third parties due to the Lessee's failure to respect the stated restrictions and regulations or that of other users of the leased Vehicle authorised by the Lessee. Any such costs and responsibility for damage shall be assumed by the Lessee.

5. Duration of the Operational Leasing and Mileage

5.1. The Agreement is concluded for a fixed period of time and terminates with the expiration of the term for which it was concluded.

5.2. Upon the expiration of the fixed period, the Agreement terminates automatically. If the Lessee fails to return the Vehicle he is obliged to continue to pay the leasing instalments according to the terms of the contract. By the same token, however, the Lessor maintains the right to claim the Vehicle back. Early termination of the Lease Agreement is possible only under the terms set out in section 16 of these General Terms and Conditions.

5.3. The time used for the maintenance, care and repair of the Vehicle in operational lease or any type of disturbance of business operations does not extend the term of the lease. In all such and other events, the Lessee must pay the full amount of the monthly instalment.

5.4. Any additional/unused mileage shall be calculated upon the expiration or early termination of the Lease Agreement as follows: If the Lessee returns the Vehicle in accordance with the Lease Agreement upon the agreed duration of the Agreement and the actual mileage deviates from that defined in the Lease Agreement, the Lessor shall charge the additional

najemodajalec najemniku obračuna dodatne prevožene kilometre glede na tarifo za zaračunavanje kilometrov, ki je določena v najemni pogodbi, oziroma povrne manj prevožene kilometre glede na tarifo za povračilo, ki je določena v najemni pogodbi. V obeh primerih se upošteva dovoljeno odstopanje v višini +/- 2.500 kilometrov. Prekoračena oziroma manj prevožena kilometrina v višini do 2.500 kilometrov se pri obračunu ne upošteva. Preostali kilometri se povrnejo v višini do največ 10.000 km. V primeru izteka ali predčasne prekinitve pogodbe, je osnova za izračun dodatnih prevoženih kilometrov/neporabljenih kilometrov sorazmerni delež načrtovane kilometrine po pogodbi v sorazmerno izračunanem obdobju, kot je določeno v pogodbi, in dejanski prevoženi kilometri v istem obdobju. Enak izračun se uporabi za pogodbeno dovoljeno odstopanje od kilometrine. Zneski poznejših tarif za zaračunavanje po km in tarif za povračila po km so določeni v vsaki posamezni najemni pogodbi.

6. Stroški najema

6.1. Znesek mesečnega obroka je določen na osnovi cene vozila, trajanja pogodbe, kilometraže, obsega storitev, ki so vključene v najemni pogodbi, in pripadajočih dajatev, pristojbin (npr. stroški obvezne opreme za vozilo in drugih morebitnih pristojbin, dajatev, ki bi jih državni ali drugi organi tekom trajanja pogodbe predpisali v zvezi z uporabo vozila) ter davkov. Mesečni obrok je nadomestilo za podelitev uporabe vozila, ki je navedeno v najemni pogodbi, in običajno ostane nespremenjen tekom celotnega trajanja najema. Posamezna plačila vključujejo tudi ustrezen davek na dodano vrednost in druge dajatve, ki so odrejene v skladu s predpisi, veljavnimi ob podpisu pogodbe.

Mesečni obrok najema ne obsega stroškov uporabe vozila (kot so npr. stroški goriva, elektrike, RTV prispevka, čiščenja vozila, raznih tekočin, vinjet in drugih oblik plačila cestnine ...), če med strankama ni izrecno dogovorjeno drugače. Te stroške najemnik kot uporabnik plačuje neposredno dobaviteljem.

6.2. Najemodajalec lahko znesek mesečnega obroka spremeni v naslednjih primerih:

- če se v času med sprejetjem naročila s strani najemodajalca in dostavo vozila ali tekom trajanja najema uvede obveznost novih plačil v zvezi z lastništvom ali uporabo avtomobila, ali spremenijo obstoječi davki oziroma davčne stopnje, pristojbine ali dajatve na kapitalskem trgu, ali druge relevantne pristojbine ali dajatve ali mora obstoječe obveznosti najemodajalec plačati kot lastnik vozila, pa je med strankama dogovorjeno, da jih plača najemnik (npr. naročnina na radio, stroški obvezne opreme za vozilo), ki so osnova za izračun mesečnega obroka v času naročila,
- če se v času med sprejetjem naročila in dostavo vozila spremenijo cene proizvajalca vozila,
- če med predložitvijo najemne pogodbe s strani najemodajalca in podpisom pogodbe s strani najemnika minejo več kot 4 tedni,
- če se med trajanjem najema spremenijo dajatve, in sicer davki, davčne stopnje, takse in druge dajatve,
- če pogodbeni stranki po sklenitvi najemne pogodbe naknadno sporazumno spremenita predmet pogodbe,
- če najemnik najemodajalca obvesti o pričakovani prekoračitvi ali nedoseganju dogovorjene kilometrine, kot je opisano v 15. členu.

mileage to the Lessee at the charge rate defined in the Lease Agreement or reimburse the unused mileage at the reimbursement rate defined in the Lease Agreement. In either event, a tolerance of +/- 2,500 kilometres shall be taken into account. Any mileage up to 2,500 km over that agreed upon shall not be taken into account in any event. The remaining mileage shall be reimbursed up to the maximum of 10,000 km. In the event of expiration or early termination of the Agreement, the proportionate share of the planned contractual mileage in a proportionately calculated period, as defined in the Agreement, and the actual mileage in the same period shall form the basis for the calculation of additional or unused mileage. The same calculation shall apply for the contractually allowed deviation of the mileage. The amounts of subsequent charge rates per km and reimbursement rates per km are set out in each individual Lease Agreement.

6. Leasing Costs

6.1. The amount of the monthly instalment is determined on the basis of the price of the Vehicle, the duration of the Agreement, mileage, the extent of the services included in the Lease Agreement and relevant fees, charges (e.g., costs of obligatory vehicle equipment), and taxes. The monthly instalment is the compensation for granting the use of the Vehicle that is indicated in the Lease Agreement and generally remains unchanged for the entire duration of the lease. Individual payments also include the appropriate value added tax and other charges imposed by the applicable regulations in force upon signing the Agreement.

The monthly instalment does not include the operating costs for the use of the vehicle (cost of petrol, electricity, RTV broadcasting fees, vehicle cleaning, various fluids, vignette and other road fees etc.), unless expressly otherwise agreed between the parties. These costs shall be paid directly to the suppliers of such by the Lessee.

6.2. The Lessor may change the amount of the monthly instalment in the following events:

- if, from the time the order was taken by the Lessor to the delivery of the Vehicle or during the term of the lease, new fees with regard to the ownership or use of a vehicle are introduced or there is a change in existing taxes or tax rates, fees or charges on the capital market or other relevant fees and charges or the existing obligations must be paid by the Lessor as owner of the vehicle, while between the parties it is stipulated they should be paid by the Lessee (e.g. radio subscription, costs of obligatory vehicle equipment), that are the basis for the calculation of the monthly instalment at the time of the order,
- if the prices of the manufacturer of the Vehicle change from the time the order was taken to the delivery of the Vehicle,
- if more than 4 weeks have passed from the submission of the Lease Agreement by the Lessor to the signing of the Agreement by the Lessee,
- if, during the term of the lease, a change occurs in duties, namely taxes, tax rates, fees or other charges,
- if the Parties subsequently agree to change the subject of the Lease Agreement after it was concluded,
- if the Lessee informs the Lessor that the agreed mileage is expected to be exceeded or not achieved, as described in section 15.

6.3. V izogib plačilu davčnega odtegljaja v primeru, ko so predpisi druge države, v kateri ima najemnik sedež, takšni, da se cena za poslovni najem vozil smatra za licenčnino, velja sledeče:

Zneski, ki se plačujejo na osnovi sklenjene najemne pogodbe ne vključujejo davka na dodano vrednost, davčnih odtegljajev in drugih podobnih davkov, ki se obračunajo v skladu z veljavnimi zakonskimi zahtevami. Dogovorjene zneske je potrebno plačati v celoti, brez kakršnegakoli znižanja. Če znižanje ali odbitek zahteva zakon, breme zanj nosi najemnik. Če ustrezen dogovor o izogibanju dvojnega obdavčevanja ali kakšna druga zakonska določba dovoljuje uporabo zmanjšane (ali celo ničelne) stopnje davčnega odtegljaja, se plačnik obveže, da bo uporabil zmanjšano (ali ničelno) stopnjo, izdajatelj računa pa se obveže, da bo plačniku pomagal, v primernem obsegu in brez nepotrebne odlašanja, pridobiti odobritev prošnje za zmanjšano (ali ničelno) stopnjo. Če plačnik ne more uporabiti zmanjšane (ali ničelne) stopnje, ker izdajatelj računa ni predložil potrebne dokumentacije izdane s strani davčnih ali drugih uradnih organov v državi, katere davčni rezident je izdajatelj računa, izdajatelj računa nima pravice od plačnika zahtevati kakršnegakoli povračila za znesek plačanega davčnega odtegljaja.

6.4. Najemnik mora mesečne obroke, ki so bili dogovorjeni po pogodbi, na dan zapadlosti posameznega mesečnega obroka nakazati na tekoči račun najemodajalca, kot je navedeno v najemni pogodbi, pisnem obvestilu najemodajalca ali na računu. Račun se izstavi v začetku meseca za tekoči mesec.

6.5. Najemnik soglaša, da lahko najemodajalec vse neporavnane obveznosti, vključno z obrestmi, stroški in pristojbinami, izterja preko banke iz najemnikovega tekočega računa, ki ga je potrebno najemodajalcu zagotoviti najkasneje ob podpisu najemne pogodbe.

6.6. Če najemna pogodba v veljavo ne stopi 1. (prvega) v mesecu, najemnik prvo nadomestilo plača sorazmerno glede na mesečni obrok. Isto velja, ko gre za prekinitev najemne pogodbe. Najemnik zadnji mesečni obrok plača v celoti in za neporabljene koledarske dni prejme dobropis. To ne velja za naknadne mesečne obroke, vmesne ali končne obračune in vsa druga enkratna plačila za ostale dogovorjene storitve.

6.7. Vsi stroški plačilnih transakcij, kot tudi bančne in morebitne druge pristojbine v zvezi s plačilom obrokov in drugih denarnih obveznosti v skladu z najemno pogodbo gredo v breme najemnika.

6.8. V primeru predčasne plačila mesečnega obroka ali drugih denarnih obveznosti najemodajalec ni na noben način dolžan obrestovati ali reevalvirati prejetih vnaprej plačanih zneskov ali predplačil plačanih s strani najemnika ali pooblaščenih oseb (banke itd.) pred zapadlostjo

6.3. In order to avoid paying the withholding tax when another country's regulations are such that the charge for the Operational Lease of Vehicles is regarded as royalty, the following applies:

The amounts paid on the basis of the concluded Lease Agreement do not include value added tax, withholding taxes or other similar taxes chargeable in accordance with the statutory requirements in force. The agreed amounts must be paid in full, without any reductions. If the reduction or deduction is required by law, it shall be borne by the Lessee. If an appropriate agreement on the avoidance of double taxation or any other statutory provision allows the use of a reduced (or even zero) withholding tax rate, the payer undertakes to apply the reduced (or zero) rate and the issuer of the invoice undertakes to help the payer, to a reasonable extent and without undue delay, obtain approval for the application for the reduced (or zero) rate. If the payer cannot apply the reduced (or zero) rate because the issuer of the invoice failed to provide the necessary documentation issued by tax or other official authorities in the country of the tax residence of the invoice issuer, the invoice issuer is not entitled to demand any type of reimbursement for the amount of the paid withholding tax from the payer.

6.4. The Lessee must transfer the contractually agreed monthly instalments on the date of maturity of the individual monthly instalment to the Lessor's current account, as specified in the Lease Agreement, the Lessor's written notice or on the invoice. The invoice is issued at the beginning of the month for the current month.

6.5. The Lessee agrees that the Lessor may recover all outstanding obligations, including interests, costs and fees, through the bank from the Lessee's current account that must be provided to the Lessor no later than the date of signing the Lease Agreement.

6.6. If the Lease Agreement does not become effective on the 1st (first) of the month, the Lessee shall pay the first compensation pro rata to the monthly instalment. The same shall apply upon the termination of the Lease Agreement. The Lessee shall pay the last monthly instalment in full and receive a credit note for the unused calendar days. This does not apply for any subsequent monthly instalments, interim or final statements of account and all other one-off payments for other agreed services.

6.7. All costs of payment transactions as well as bank and any other charges related to the payment of instalments and other monetary obligations in accordance with the Lease Agreement shall be borne by the Lessee.

6.8. In the event of early payment of the monthly instalment or other monetary obligations, the Lessor shall not be liable to remunerate or reevaluate in any way any received advanced payments or advances paid by the Lessee or the authorised party thereof (bank, etc.) prior to the maturity

obrokov ali drugih denarnih obveznosti. Vse vnaprej plačane zneske ali predplačila, kot tudi preplačila (prekomerna plačila obveznosti), najemodajalec upošteva in jih obračuna z dnem zapadlosti obroka ali druge denarne obveznosti.

6.9. Če mesečni obrok ni v celoti nakazan na tekoči račun najemodajalca do plačilnega roka, ki je naveden na računu ali bremepisu, ima najemodajalec za neporavnane obveznosti pravico poslati ustrezen opomin. V takšnih primerih ima najemodajalec za obdobje zamude tudi pravico zaračunati zakonsko določene zamudne obresti. Poleg tega pa ima najemodajalec tudi pravico uveljavljati škodo, ki je posledica najemnikove zamude pri plačilu, predvsem stroške, ki jih je utrpel zaradi izvršb ali izterjav.

6.10. Najemodajalec ima pravico najemniku zaračunati vse stroške, ki so nastali v povezavi z izterjavo najemnikovih neporavnanih denarnih obveznosti, od zasega najetega vozila ali ukrepov, ki jih je uvedel za izpolnitev ostalih obveznosti najemnika iz najemne pogodbe, po takrat veljavnem ceniku najemodajalca.

6.11. V primeru zamude pri plačilu katerekoli obveznosti, je najemodajalec upravičen najemniku zaračunati zakonsko določene zamudne obresti za celoto obdobje zamude pri plačilu obveznosti. Najemodajalec najemniku vse pisne opomine lahko zaračuna v višini 5 EUR za prvi opomin, 10 EUR za drugi opomin in 20 EUR za tretji opomin.

7. Dostava in prevzem vozila

7.1. V kolikor ni dogovorjeno drugače, se vozilo najemniku preda na kraju poslovanja trgovca – dobavitelja vozila. Najemnik je pooblaščen in odgovoren na svoje stroške vozilo prevzeti pri izbranem trgovcu takoj, ko je vozilo registrirano in pripravljeno na prevzem. Če najemnik vozila ne prevzame v roku 14 dni po prejemu obvestila o registraciji vozila, je najemodajalec upravičen do plačila odškodnine, kot je opredeljeno v točki 16.2. V primeru, da pogodbeni stranke na pobudo najemnika soglašajo o drugi lokaciji za prevzem vozila, najemnik krije vse stroške, ki so povezani z dostavo vozila na drugo lokacijo.

7.2. Najemnik uredi vse potrebno, da vozilo prevzame oseba, ki je za to pooblaščen. Najemnik je dolžan vozilo pregledati takoj ob prevzemu. V dogovoru z najemnikom lahko najemodajalec pregleda vozilo in preveri, v kakšnem stanju je vozilo. Najemnik vozilo prevzame s podpisom zapisnika o prevzemu v treh izvodih. En izvod zapisnika o prevzemu prejme najemodajalec.

7.3. Najemnik se je dolžan nemudoma pritožiti glede kakršnihkoli stvarnih napak in drugih pomanjkljivosti neposredno trgovcu, najemodajalca pa mora o tem obvestiti pisno.

7.4. Najemodajalec obvesti najemnika o predvidenem času in kraju prevzema vozila do 10 dni vnaprej, in sicer po faksu ali elektronski pošti.

of instalments or other monetary obligations. Any advance payments or advances as well as overpayments (excessive payments of obligations) shall be taken into account by the Lessor and calculated by the date of maturity of the instalment or other monetary obligation.

6.9. If the monthly instalment is not transferred to the Lessor's current account in full by the payment deadline indicated on the invoice or on the debit note, the Lessor shall have the right to send an appropriate reminder for the outstanding obligations. In such events, the Lessor shall also have the right to charge the statutory late payment interest for the period of the delay. Furthermore, the Lessor has the right to claim the damage resulting from the Lessee's delay of payment, particularly the costs incurred from executions and recoveries.

6.10. The Lessor has the right to charge the Lessee all costs incurred from the recovery of their outstanding monetary obligations, from the seizure of the leased Vehicle or from the measures taken for the execution of the Lessee's other obligations under the Lease Agreement, according to the Lessor's pricelist valid at the time.

6.11. In the event of late payment of any obligation, the Lessor shall be entitled to charge statutory late payment interest to the Lessee for the entire time from the delay to the payment of obligations. The Lessor shall charge the Lessee all written reminders in the amount of EUR 5 for the first reminder, EUR 10 for the second reminder and EUR 20 for the third reminder.

7. Delivery and Collection of the Vehicle

7.1. If not otherwise agreed, the Vehicle shall be given over to the Lessee at the location of the dealer – supplier of the Vehicle. The Lessee shall be authorised and responsible to collect the Vehicle from the chosen dealer at their own cost as soon as the Vehicle is registered and ready to be delivered. If the Lessee fails to collect the Vehicle within 14 days of receiving the notification of the registration of the Vehicle, the Lessor is entitled to the payment of damages as defined in section 16.2. If, upon the Lessee's initiative, the Contracting Parties agree on another location of the collection of the Vehicle, the Lessee shall cover all costs related to the delivery of the Vehicle to another location.

7.2. The Lessee shall arrange for the Vehicle to be collected by a person who is authorised to do so. The Lessee shall inspect the Vehicle immediately upon collecting it. Upon agreement with the Lessee, the Lessor may inspect the vehicle and examine its condition. The Lessee shall collect the Vehicle by signing the Collection Report made in three copies. The Lessor shall receive one copy of the Collection Report.

7.3. The Lessee must immediately make any complaints related to any factual defects or other irregularities directly to the dealer and inform the Lessor in writing.

7.4. The Lessor shall inform the Lessee of the estimated time and location for collection of the Vehicle by fax or e-mail up to 10 days in advance.

8. Najemni pogoji – registracija in zavarovanje vozila

8.1. Najemodajalec vozilo registrira v svojem imenu. V skladu z veljavno zakonodajo mora vse preglede vozila in podaljšanje registracije vozila pravočasno/po potrebi opraviti najemnik. Če vozilo zavaruje najemnik, najemodajalec pooblastilo za registracijo vozila najemniku izda šele, ko ta v pregled predloži sklenjeno zavarovalno polico, pri čemer se upoštevajo zavarovalni pogoji, ki so določeni v točki 8.2. zadevnih splošnih pogojev.

8.2. Strošek mesečnega obroka zajema zakonsko določene stroške tehničnega pregleda(-ov) vozila in registracije vozila, ki je veljavna ob sklenitvi najemne pogodbe, za obdobje najema, ki je navedeno v najemni pogodbi. V kolikor pride do kakršnihkoli sprememb zakonodaje oziroma obdavčitve in/ali obnovitve najemne pogodbe, najemodajalec dodatne stroške zaračuna najemniku.

V kolikor se pogodbeni stranki ne dogovorita drugače v pisni obliki, najemodajalec vozilo zavaruje za škodo povzročeno tretji osebi AO (obvezno zavarovanje avtomobilske odgovornosti), AO PLUS (zavarovanje voznika), kasko zavarovanje (kritje za stekla in trk z živalmi, kritje za luči in ogledala, kritje za poškodbe na parkirišču, kritje za krajo vozila in poškodbe zaradi vloma), nezgodno zavarovanje potnikov za primer smrti in invalidnosti ter pravno zaščito.

Tveganja, ki jih ne krije obvezno zavarovanje avtomobilske odgovornosti za škodo povzročeno tretjim osebam, nosi najemnik sam. Strošek zelene karte je vključen v najemno pogodbo. V primeru podaljšanja obstoječe najemne pogodbe stroške nove zelene karte poravnava najemnik.

8.3. Pogodbeni stranki se lahko dogovorita, da vozilo zavaruje najemnik, z minimalno stopnjo kritja, kot zahteva najemodajalec. V tem primeru mora biti zavarovalna polica vinkulirana v korist najemodajalca. Pred prevzemom vozila, ob podaljšanju najemne pogodbe in ob koncu vsakega zavarovalnega leta ali podaljšanju registracije vozila ali na vsako zahtevo najemodajalca, je najemnik dolžan najemodajalcu predložiti dokazila o sklenjeni zavarovalni polici za vozilo.

Če stranka ne izpolni svojih zavarovalnih obveznosti ali obveznosti glede predložitve podatkov v roku 7 dni po prevzemu vozila, ali po podaljšanju najemne pogodbe, ali po koncu vsakega zavarovalnega leta ali po podaljšanju registracije vozila oziroma če jih izpolni le deloma, ima najemodajalec pravico skleniti zavarovalno kritje, kot je opredeljeno v točki 8.2., pod svojimi pogoji kritja, v svojem imenu in potem vse s tem povezane stroške zaračunati najemniku. Najemnik mora omenjene stroške

8. Terms of Lease – Registration and Insurance of the Vehicle

8.1. The Lessor shall register the Vehicle in their own name. In accordance with the legislation in force, all vehicle inspections and renewals of the registration of the Vehicle must be made by the Lessee in due time if/when necessary. If the Vehicle is insured by the Lessee, the Lessor shall issue the authorisation for the registration of the Vehicle to the Lessee only after the latter submits the concluded insurance policy for examination, taking into account the insurance terms set out in section 8.2. of the present General Terms and Conditions.

8.2. The cost of the monthly instalment includes the statutory costs of vehicle technical inspection(s) and the registration of the Vehicle, valid upon the conclusion of the Lease Agreement, for the term of the lease specified in the Lease Agreement. In the event of any changes to the legislation or taxation and/or renewal of the Lease Agreement, the Lessor shall charge the additional costs to the Lessee.

Unless otherwise agreed by the Parties in writing, the Lessor shall insure the Vehicle against third-party liability AO (Compulsory Motor Liability Insurance), AO PLUS (Driver's Liability) and comprehensive cover (full insurance) (glass and collision with animal cover, cover for lighting and mirrors, car park damage, vehicle theft and break-in damage) of passengers in the event of death and disability and legal protection.

All risks not covered by the Compulsory Motor Third-Party Liability Insurance shall be borne solely by the Lessee. The cost of the Green Card is included in the Lease Agreement. In the event of renewal of the Lease Agreement, the cost of the new Green Card shall be covered by the Lessee.

8.3. The Parties may agree that the Vehicle shall be insured by the Lessee, with the minimum level of coverage as requested by the Lessor. In such an event, the insurance policy must include the restriction on transferability in favour of the Lessor. Before the collection of the Vehicle, upon the renewal of the Lease Agreement and upon the end of each insurance year or renewal of the registration of the Vehicle or upon each and any request of the Lessor, the Lessee undertakes to submit evidence of the concluded insurance policy for the Vehicle to the Lessor.

If the Party fails to fulfil or only partly fulfils their insurance responsibilities or obligations to provide said data within 7 days of "collecting" the Vehicle or renewal of the Lease Agreement or and upon the end of each insurance year or renewal of the registration of the Vehicle, the Lessor shall be authorised to conclude under the Lessor's conditions of coverage in his own name and charge all the related costs to the Lessee. The Lessee shall reimburse said costs to the Lessor, regardless of their own insurance

povrniti najemodajalcu ne glede na njegovo lastno zavarovalno pogodbo. Če vozilo zavaruje najemnik, ta tudi krije stroške izdaje zelene karte.

8.4. Najemnik se zaveže, da bo najemodajalca obvestil o morebitnih spremembah povezanih z obstoječim zavarovalnim razmerjem, ki se nanašajo na obseg kritja, oziroma o morebitnih spremembah pogojev zavarovanja, in da bo na zahtevo najemodajalca posredoval relevantno dokumentacijo v zvezi s spremembami. Zavarovanje mora zagotavljati pokritje enakih tveganj in enake višine zavarovalnih vsot kot je to določil najemodajalec.

8.5. V primeru škodnega dogodka, ko zavarovalnica prizna izplačilo škode, za katero je odgovoren najemnik, je ta dolžan plačati škodo do višine odbitne franšize.

Prav tako je najemnik dolžan povrniti škodo najemodajalcu in/ali tretjim osebam v primeru škodnega dogodka, ne glede na krivdo, če zavarovalnica odkloni izplačilo zavarovalnine. Poleg tega se najemnik v primeru, ko najemna pogodba poteče prej kot enoletna zavarovalna polica, zaveže, da bo plačal morebitne stroške iz naslova tako imenovane neplačane zavarovalne police. Če odškodnina izplačana s strani zavarovalnice za totalno ali krajo ne pokrije knjižne vrednosti vozila na datum prekinitve najemne pogodbe, mora najemnik pokriti razliko.

8.6. Če zavarovanje ne krije škode, ki je zajeta v kasko zavarovanju zavarovalnice, s katero je najemodajalec sklenil zavarovalno polico za vozilo, mora škodo povrniti najemnik.

8.7. Najemnik mora v primeru nesreče ali kraje takoj obvestiti najbližjo policijsko postajo, najemodajalca pa najkasneje v roku 24 ur po nesreči. V primeru nesreče mora najemnik izpolniti obrazec "Evropsko poročilo o nesreči" in "Zapisnik o poškodbi vozila", ki sta vključena v dokumentacijo vozila, ki jo je najemnik prejel ob prevzemu vozila, ali pa opisati dogodek in dokument predložiti najemodajalcu v prej omenjenem roku. Najemodajalec škodni dogodek prijavi zavarovalnici v imenu najemnika, pod pogojem, da najemna pogodba najemnika vključuje ustrezen nivo storitve od vrat do vrat. V vseh ostalih primerih škodni dogodek zavarovalnici prijavi najemnik.

8.8. Najemnik se obveže, da bo z najemodajalcem in zavarovalnico sodeloval v sklopu preiskave in postopkov, ki so povezani z nesrečo. Če najemnik te obveznosti ne izpolni, mora nositi vse stroške, ki so posledica nesreče.

Če zaradi neupoštevanja navodil iz člena 8.5., 8.6. in 8.8. zavarovalnica ne povrne škode najemodajalcu, mora najemnik povrniti najemodajalcu celotne stroške poravila v primeru poškodbe oziroma celotno vrednost v primeru totalke ali kraje kot tudi vso drugo škodo, ki najemodajalcu nastane.

contract. If the Vehicle is insured by the Lessee, the costs of the issue of the Green Card shall be covered by the latter.

8.4. The Lessee undertakes to inform the Lessor of any changes related to the existing insurance relationship pertaining to the extent of coverage or any change in insurance terms and submit the relevant documentation on the changes upon the request of the Lessor. The insurance must cover the same risks and be registered for the same insurance sums as those defined by the Lessor.

8.5. In the event of damage, when the insurance company grants indemnity for damages for which the Lessee is responsible, the Lessee must pay the damage up to the amount of the deductible.

The Lessee must also reimburse the damage to the Lessor or any third parties in the event of damage, regardless of the fault, if the insurance company refuses to grant indemnity. Furthermore, the Lessee undertakes to pay the full annual insurance premium if the Lease Agreement expires before the one-year insurance policy. If the insurance compensation for total damage or theft does not cover the book value of the Vehicle upon the date of termination of the Lease Agreement, the Lessee must cover the difference.

8.6. If the insurance does not cover the damage under the comprehensive cover of the insurance company with which the Lessor has concluded the insurance policy for the Vehicle, said damages must be reimbursed by the Lessee.

8.7. In the event of an accident or theft, the Lessee must immediately notify the nearest police station. The Lessor must be informed within 24 hours of the accident. In the event of an accident, the Lessee must complete the "European Accident Report" form and the "Vehicle Damage Report", included in the Vehicle documentation that the Lessee received upon collecting the Vehicle, or describe the event in writing and submit the document to the Lessor within the aforementioned period. The Lessor shall report the event to the insurance company in the name of the Lessee, provided that the Lessee's Lease Agreement contains the appropriate level of Door-to-Door service. In all other events, the damage shall be reported to the insurance company by the Lessee.

8.8. The Lessee undertakes to cooperate with the Lessor and the insurance company in the investigation and the proceedings related to the accident. If the Lessee fails to fulfil this obligation, they must bear all the costs incurred from the accident.

If, due to the Lessee's failure to comply with the requirements of Article 8.5., 8.6., and 8.8., the Lessor does not receive the insurance compensation, the Lessee must pay to the Lessor the full cost of repairing the Vehicle, if it is damaged, or the full insurable value of the Vehicle in the case of total loss or theft.

8.9. Malus, ki ga zavarovalnica odredi v naslednjem zavarovalnem obdobju zaradi visokega koeficienta izgube, bremeni najemnika. Skladno s tem je najemnik tudi upravičen do bonusa, kot ga določi zavarovalnica v enem zavarovalnem obdobju. V primeru, da pride do spremembe v višini zavarovalne premije, najemodajalec spremeni znesek pogodbene dogovorjenega mesečnega obroka in o tem pisno obvesti najemnika. Najemnik mora na vozilu nemudoma izvesti vsa potrebna popravila.

8.10. Najemnik mora opraviti potrebna popravila na vozilu takoj po nastanku škode, razen če zaradi resnosti ali obsega poškodb servis ali zavarovalnica ocenjujeta, da gre za totalno škodo. Najemnik mora popravila izvesti pri serviserju, ki ga določi najemodajalec. Če najemnik popravil ne izvede pri serviserju, ki ga določi najemodajalec, ima najemodajalec pravico zaračunati najemniku pogodbeno kazeno v višini 10 % dejanskih stroškov popravila oziroma zahtevati povračilo dejanske škode, nastale zaradi popravila pri drugem serviserju.

8.11. V vsakem primeru odškodnine za zmanjšano vrednost vozila pripadajo najemodajalcu. Ob prenehanju najemne pogodbe najemodajalec zneske, ki jih je prejel za zmanjšano vrednost vozila, doda prihodku od prodaje vozila. Najemnik svoje bodoče zahtevke, ki izhajajo iz zavarovalne pogodbe in se nanašajo na odškodnino za zmanjšano vrednost vozila, tako odstopi najemodajalcu, najemodajalec pa odstop sprejme.

8.12. Uporaba vozila je omejena na območja, ki jih pokriva zavarovalniška "zelena karta". Za dolgotrajnejšo (več kot mesec dni) uporabo vozila v tujini, je najemnik dolžan s strani najemodajalca pridobiti ustrezno pisno odobritev.

8.13. Najemodajalec si pridržuje pravico do izbire ali spremembe zavarovalnice za zavarovanje svojih vozil, ne da bi o tem moral obvestiti najemnika. V primeru, da najemodajalec prekine sodelovanje z zavarovalnico ali jo spremeni, to za najemnika ni razlog za preklic najemne pogodbe.

9. Najemni pogoji – Servis vozila

9.1. Ta storitev vključuje:

a) redno vzdrževanje, ki ga v servisni knjižici predpisuje proizvajalec, vključno z vsemi potrebnimi materiali (vključno z menjavo olja in dodatnim oljem med rednima servisoma); b) vsa potrebna mehanična popravila ob normalni uporabi vozila (zamenjava poškodovanih ali pokvarjenih mehanskih in električnih delov); v primeru pretirane obrabe nekaterih potrošnih delov (žarnic, akumulatorja, zavornih ploščic, diskov itd.) ima najemodajalec pravico zahtevati podroben pregled vozila pri pooblaščenem servisnem centru.

9.2. Ta storitev ne vključuje:

- goriva, aditivov za goriva, tekočine za pranje stekel, tepihov;
- pranja, čiščenja, popravila preluknjane pnevmatike, parkiranja, vinjete, itd.;

8.9. The malus imposed by the insurance company in the following insurance period due to high loss ratio shall be borne by the Lessee. Accordingly, the Lessee shall also be entitled to the bonus as determined by the insurance company in a single insurance period. In the event of a change in the amount of the insurance premium, the Lessor shall modify the amount of the contractually agreed monthly instalment and inform the Lessee in writing. The Lessee must immediately carry out all necessary repairs on the Vehicle.

8.10. The Lessee must carry out the necessary repairs on the Vehicle immediately upon the occurrence of any damage, unless, due to the severity or extent of the damage, the vehicle is considered as total damage. The Lessee must carry out repairs at the service centre defined by the Lessor. In case the Lessee does not perform repairs with the service centre defined by the Lessor, the Lessor may charge him a contractual penalty in the amount of 10 % of actual repair costs and respectively may claim reimbursement of actual damage as the result of repair at another repairer.

8.11. In any event, compensation for reduced value shall go to the Lessor. Upon termination of the Lease Agreement, the Lessor shall add the amounts received for the reduction in value to the proceeds from the sale of the Vehicle. The Lessee shall thereby assign their future claims arising from the Insurance Contract pertaining to the compensation for reduced value to the Lessor and the Lessor shall accept the assignment.

8.12. Use of the Vehicle shall be limited to the areas covered by the insurance "Green Card". For long-term (longer than one month) use of vehicle abroad the Lessee must obtain written approval.

8.13. The Lessor reserves the right to choose or change the insurance company for the insurance of their vehicles without having to notify the Lessee thereof. The Lessor cancelling or changing the insurance company is not grounds for cancellation of the Lease Agreement by the Lessee.

9. Terms of Lease – Vehicle Service

9.1. This service includes:

a) regular maintenance prescribed by the manufacturer in the Service Book, including all necessary materials (including oil change and additional oil in the course of regular services);

b) all the necessary mechanical repairs resulting from the normal use of the Vehicle (replacement of damaged or defective mechanical and electrical parts); in the event of excessive wear of consumables (light-bulbs, battery, brake pads, disks, etc.), the Lessor has the right to demand a full inspection of the Vehicle by an authorised service centre.

9.2. This service does not include:

- fuel, fuel additives, washer fluid, carpet;
- washing, cleaning, puncture repair, parking, vignettes, etc.;

- kakršnih koli popravil škode, ki je posledica nesreče, poskusa kraje, požara ali višje sile;
 - kakršnih koli popravil okvar, ki so posledica neustrezne uporabe vozila, neupoštevanja navodil proizvajalca, neizvedbe rednega vzdrževanja ali kakšnega drugega nevestnega ravnanja (vožnja s premalo olja, vožnja s prižgano opozorilno lučko, ipd.), uporabe nepravilnega ali nekvalitetnega goriva;
 - kakršnih koli popravil na notranjih oblogah, tapeciranju in laku, montaže, popravil in nadgradnje dodatno vgrajene opreme;
 - Posodobitev dodatne opreme (navigacija, bluetooth, radio).
- any repairs of damage caused by accidents, attempted theft, fire or force majeure;
 - any repairs of breakdowns resulting from inappropriate use of the Vehicle, failure to follow the manufacturer's instructions, failure to carry out the required maintenance or other negligent practices (driving with insufficient oil, with warning lights on, ...) use of improper or bad quality fuel;
 - any repairs on the interior lining, padding and varnish, the installation, repair and upgrade of additionally installed equipment;
 - The upgrade of additional equipment (navigation, Bluetooth, radio).

9.3. Najemnik je odgovoren za dnevno vzdrževanje vozila na lastne stroške, vključno z rednim čiščenjem, kot tudi redno vizualno kontrolo nivoja olja, zavorne tekočine in stanja pnevmatik.

9.3. The Lessee shall be responsible for the daily maintenance of the Vehicle at their own cost, including regular cleaning and visual checks of oil level, brake fluid level and the condition of tyres.

9.4. Najemnik mora na lastne stroške urediti dostavo vozila na redni servis ali popravilo k pooblaščenemu serviserju. Najemnik mora redno vzdrževanje ter vsa ostala potrebna mehanična popravila izvesti pri serviserju, ki ga določi najemodajalec. Če najemnik popravil ne izvede pri serviserju, ki ga določi najemodajalec, ima najemodajalec pravico, zaračunati najemniku pogodbeno kazen v višini 10 % dejanskih stroškov popravila oziroma zahtevati povračilo dejanske škode, nastale zaradi popravila pri drugem serviserju.

9.4. The Lessee must arrange for the delivery of the Vehicle for regular service or repair to an authorised service centre at their own cost. The Lessee must carry out regular maintenance and all the necessary mechanical repairs with the service centre defined by the Lessor. In the case the Lessee does not perform repairs with the service centre defined by the Lessor, the Lessor may charge him a contractual penalty in the amount of 10 % of actual repair costs respectively and may claim reimbursement of actual damage resulting from repair at another repairer.

9.5. Najemnik najemodajalcu odgovarja za škodo nastalo zaradi protipravne ali neustrezne uporabe servisne dokumentacije.

9.5. The Lessee shall be liable to the Lessor for any damage caused by unlawful or improper use of the service documentation.

9.6. Ko število prevoženih kilometrov vozila preseže pogodbeno dogovorjeno število kilometrov, mesečni obrok ne vključuje več stroškov potrebnega servisiranja vozila. Kljub temu pa mora najemnik še naprej vzdrževati vozilo, tudi potem, ko je pogodbeno dogovorjena kilometrina že presežena.

9.6. When the mileage of the Vehicle exceeds the contractually agreed number of kilometres, the monthly instalment shall no longer include the costs of the required vehicle services. Nevertheless, the Lessee must continue to maintain the Vehicle after the contractually agreed mileage has been exceeded.

9.7. Če vzdrževanje ni vključeno v najemno pogodbo, najemnik nosi vse stroške rednih in izrednih popravil in neodobrenih ali podaljšanih garancij, in vozilo vzdržuje v skladu s proizvajalčevimi navodili za uporabo in vzdrževanje vozila. V tem primeru lahko najemodajalec kadarkoli zahteva vpogled v servisno knjižico vozila. V tem primeru mora najemnik dvakrat letno najemodajalcu sporočiti stanje števca.

9.7. If maintenance is not included in the Lease Agreement, the Lessee must bear all the costs of regular and extraordinary repairs and warranties that were not granted or extended warranties and maintain the Vehicle in accordance with the manufacturer's instructions for the use and maintenance of the Vehicle. In such an event, the Lessor may demand to see the Service Book of the Vehicle at any time. In such case the Lessee must report the number of kilometres driven twice a year.

10. Najemni pogoji – Servis pnevmatik

10. Terms of Lease – Tyre Service

10.1. Ta storitev vključuje:

10.1. This service includes:

- dodatne letne pnevmatike, katerih število in kategorija sta določena v najemni pogodbi;
 - dodatne zimske pnevmatike, katerih število in kategorija sta določena v najemni pogodbi;
 - jeklena platišča za zimske pnevmatike, če je tako določeno v najemni pogodbi oziroma aluminijasta platišča, če je tako določeno v najemni pogodbi;
 - sezonsko skladiščenje letnih in zimskih pnevmatik pri pogodbenem dobavitelju najemodajalca; stroške premontaže in centriranja;
- additional summer tyres, the number and category of which is defined in the Lease Agreement;
 - additional winter tyres, the number and category of which is defined in the Lease Agreement;
 - steel rims for winter tyres, if so specified in the Lease Agreement respectively aluminium rims, if so specified in the Lease Agreement;
 - the seasonal storage of summer and winter tyres with the Lessor's contracting supplier; tyre fitting and wheel balancing costs;
 - tyres must be changed when they have worn down below the minimal legal limit; the size and speed rating must be in accordance with the

- pnevmatike je potrebno zamenjati, ko se obrabijo pod zakonsko predpisano minimalno mejo; velikost in hitrostni razred morata biti v skladu z originalnimi pnevmatikami (skladno z zahtevami proizvajalca vozila);

10.2. Popravilo poškodovanih pnevmatik ni vključeno.

10.3. Če najemnik želi, da se v času trajanja najemne pogodbe spremenita velikost ali kakovost pnevmatik (bodisi letnih, bodisi zimskih), ima najemodajalec pravico najemniku zaračunati dodatne stroške, ki izhajajo iz tega naslova; posebej se zaračunajo tudi dodatne pnevmatike, ki presegajo v najemni pogodbi določeno število pnevmatik.

10.4. Pnevmatike in jeklena ali aluminijasta platišča, ki jih v okviru te storitve priskrbi najemodajalec, ostanejo v lastni najemodajalca. Poleg vozila, ki je predmet najemne pogodbe, mora po izteku ali predčasni prekinitvi najemne pogodbe najemnik vrniti tudi ustrezne pnevmatike ali dokazilo o njihovem skladiščenju.

10.5. Če število prevoženih kilometrov vozila preseže število kilometrov določeno v najemni pogodbi ali ko se porabi število pogodbeno dogovorjenih pnevmatik, stroški potrebnih pnevmatik niso več vključeni v mesečnem obroku. Najemnik mora pnevmatike na vozilu zamenjati, ko se obrabijo pod zakonsko predpisano minimalno mejo. Najemodajalec vse stroške dodatnih menjav pnevmatik in nakupov zaračuna najemniku.

11. Najemni pogoji – Nadomestno vozilo

11.1. Kadar je to potrebno v skladu s pogoji, ki so določeni v točki 11.3., najemodajalec najemniku priskrbi nadomestno vozilo v skladu z najemno pogodbo in v sodelovanju s podjetji za izposajo vozil (v nadaljevanju 'rent-a-car' podjetja). Tako med najemodajalcem in najemnikom obstaja podnajemno razmerje. Na izrecno željo najemnika so nadaljnje informacije o splošnih pogojih in storitvah rent-a-car podjetij na voljo na sedežu najemodajalca.

11.2. Če najemnik nadomestno vozilo uporablja, ker je vozilo, ki je predmet najemne pogodbe, v popravilu, ga mora na kraj prevzema vrniti takoj ko je prejel obvestilo, da je bilo najeto vozilo popravljeno. Če je nadomestno vozilo vrnjeno kasneje, se obdobje izposoje nadomestnega vozila avtomatično podaljša, najemodajalec pa najemniku zaračuna za uporabo nadomestnega vozila v skladu s takrat veljavnim cenikom izposojevalca - rent-a-car podjetja.

11.3. Pogoji dostave nadomestnega vozila:

Če vozila, ki je predmet najemne pogodbe, ni mogoče več uporabljati zaradi:

- nesreče ali požara,
- mehanske okvare, za katero je potrebno vsaj dve uri dela (glede na oceno izvajalca) na najetem vozilu
- kraje,
- rednega vzdrževanja,

original tyres (conform with the requirements of the vehicle manufacturer);

10.2. The repair of damaged tyres is not included.

10.3. If the Lessee wishes the size or quality of tyres (either summer or winter tyres) to be changed during the term of the Lease Agreement, the Lessor shall have the right to charge the Lessee additional costs incurred from the change; additional tyres exceeding the quantity defined in the Lease Agreement shall also be charged separately.

10.4. The tyres and steel or aluminium wheel rims provided by the Lessor within this service shall remain the property of the Lessor. In addition to the Vehicle that is the subject of the Lease Agreement, the Lessee must also return the appropriate tyres or proof of tyre storage after the expiration or early termination of the Lease Agreement.

10.5. If the mileage of the Vehicle exceeds the mileage defined in the Lease Agreement or when the contractually agreed number of tyres has been used up, the costs of the necessary tyres are no longer included in the monthly instalment. The Lessee must change the tyres on the Vehicle when they have worn down below the minimal legal limit. The Lessor shall charge all costs of additional tyre replacements and purchases to the Lessee.

11. Terms of Lease – Replacement Vehicle

11.1. Whenever required under the terms set out in section 11.3, the Lessor shall provide a replacement vehicle for the Lessee in accordance with the Lease Agreement in cooperation with Rent a Car companies (hereinafter referred to as RAC). A sub-lease relationship therefore exists between the Lessor and the Lessee. At the express request of the Lessee, further information on the General Terms and Conditions and the RAC service is available at the Lessor's headquarters.

11.2. If the Lessee uses the replacement vehicle because the Vehicle that is the subject of the Lease Agreement is in repair, they must return it to the location of collection immediately after receiving notification that the leased Vehicle has been repaired. If the replacement vehicle is returned later, the replacement vehicle rental period shall be automatically extended and the Lessor shall charge the Lessee for the use of the replacement vehicle in accordance with the pricelist of the RAC Lessor valid at the time.

11.3. The terms of delivery of the replacement vehicle:

If the Vehicle that is the subject of the Lease Agreement can no longer be used due to:

- an accident or fire,
- a mechanical breakdown that requires at least two hours of work (according to the repairer's criteria) on the leased Vehicle
- theft,
- regular service

je najemnik upravičen do dostave nadomestnega vozila. Najemodajalec nadomestno vozilo priskrbi v najkrajšem možnem času, ki je potreben, da je vozilo, dogovorjeno v skladu s pogodbo, dostavljeno na dogovorjeno lokacijo.

11.4. Najemodajalec krije sledeče stroške:

- a) najem nadomestnega vozila kategorije, ki je določena v najemni pogodbi, s standardno opremo;
- b) zavarovalno polico v skladu s pogoji lastnika nadomestnega vozila (rent-a-car podjetja);
- c) kilometrino v višini 150 kilometrov dnevno;
- d) dostavo in prevzem vozila v Sloveniji.

11.5. Najemodajalec ne krije naslednjih stroškov, ki se zaračunajo najemniku v skladu s splošnimi pogoji lastnika vozila (rent-a-car podjetja):

- zneska odbitne franšize v primeru poškodbe ali kraje nadomestnega vozila;
- kakršnihkoli popravil karoserije, katerih stroški so enaki ali manjši od zneska odbitne franšize;
- dodatnih stroškov na letališču;
- dodatne opreme in dodatnih storitev (otroškega sedeža, strešnih nosilcev, itd);
- doplačil za dodatnega voznika ali mladega voznika;
- stroška dodatne kilometrine;
- manjkajočega goriva ob vračilu izposojenega vozila, ki se zaračuna v skladu s tarifo lastnika nadomestnega vozila;
- drugih zmanjšanj vrednosti nadomestnega vozila v času, ko ga je uporabljal najemnik.

11.6. Samodejno podaljšanje najema: na osnovi dogovorjenega obdobja za uporabo nadomestnega vozila, ki ga določi najemnik in je navedeno v najemni pogodbi ali pogodbi o nadomestnem vozilu ali naročilnici za izposajo, se obdobje izposoje nadomestnega vozila avtomatično podaljša za čas, dokler najemnik vozila ne vrne, razen če najemnik izrecno ne želi drugače. Najemodajalec nato najemniku zaračuna točen strošek izposoje nadomestnega vozila za čas, ki presega obdobje, ki je bilo dogovorjeno v najemni pogodbi ali pogodbi o nadomestnem vozilu ali naročilnici za izposajo v skladu s takrat veljavnim cenikom nadomestnih vozil.

11.7. Paketi, ki so na voljo:

Nadomestno vozilo je lahko v najemni pogodbi vključeno kot sledi:

11.7.1. Varianta 1: Rezervni kredit za vozilo

Rezervni kredit za vozilo najemniku omogoča uporabo nadomestnega vozila dogovorjene kategorije, za katerega plača pavšal v skladu z najemno pogodbo, kadar je to potrebno v skladu s pogoji, določenimi v drugem odstavku točke 11.3. (Pogoji dostave). Ko je število dni razpoložljivosti

the Lessee is entitled to the delivery of a replacement vehicle. The Lessor shall provide the replacement vehicle in the shortest possible time necessary for the vehicle agreed upon in the Agreement to be delivered to the agreed location.

11.4. The Lessor shall bear the following costs:

- a) the rental of a replacement vehicle of the category defined in the Lease Agreement with standard equipment;
- b) the insurance policy in accordance with the terms of the owner of the replacement vehicle (the car rental agency);
- c) the mileage of 150 kilometres per day;
- d) the delivery and collection of the vehicle in Slovenia.

11.5. The Lessor shall not cover the following costs, which shall be charged to the Lessee in accordance with the General Terms and Conditions of the owner of the vehicle (the car rental agency):

- the amount of deductible in the event of damage or theft of the replacement vehicle;
- any repairs to the car body in an amount equal to or less than the deductible;
- the airport surcharge;
- accessories and additional services (child restraint system, roof rack, etc.);
- surcharges for an additional driver or young driver;
- the cost of additional mileage;
- any fuel missing upon the return of the rented vehicle, which shall be charged in accordance with the tariff of the owner of the replacement vehicle;
- other decrease in value of the replacement vehicle in the period during which it was used by the Lessee.

11.6. Tacit renewal of the lease: Following the agreed term for the use of the replacement vehicle that shall be determined by the Lessee and indicated in the Lease Agreement or the Replacement Vehicle Agreement or Rental Order, the replacement vehicle rental period shall be automatically extended until the Lessee returns the vehicle, unless the Lessee explicitly requests otherwise. The Lessor shall then charge the Lessee the exact cost of the rental of the replacement vehicle for the duration exceeding the term agreed upon in the Lease Agreement or Replacement Vehicle Agreement or Rental Order in accordance with the Replacement Vehicle Pricelist valid at the time.

11.7. Available packages:

The replacement vehicle may be included in the Lease Agreement as follows:

11.7.1. Option 1: Vehicle Reserve Credit

The Vehicle Reserve Credit allows the Lessee the use of a replacement vehicle of the category agreed upon, for which the Lessee pays a flat rate in accordance with the Lease Agreement, whenever required under the terms set out in paragraph 2 of section 11.3 (Terms of Delivery). When the

nadomestnega vozila, ki je bilo dogovorjeno v najemni pogodbi, porabljeno, lahko najemodajalec nadomestno vozilo nudi le glede na takrat veljaven cenik rent-a-car podjetja ALD.

11.7.2. Varianta 2: Paket za nadomestno vozilo PLUS

Ta paket najemniku omogoča uporabo nadomestnega vozila dogovorjene kategorije, kadar je to potrebno v skladu s pogoji, določenimi v drugem odstavku točke 11.3. (Pogoji dostave). V nasprotju z Varianto 1 je najemnik upravičen do uporabe nadomestnega vozila ne glede na število posameznih dogodkov, ko je upravičen do takšne uporabe. Vendar je pri tem uporaba nadomestnega vozila po posameznem dogodku omejena na:

- največ 15 dni v primeru nesreče, požara;
- največ 10 dni v primeru mehanske okvare;
- največ 30 dni v primeru kraje ali totalke;
- največ 1 dan v primeru rednega vzdrževanja.

11.8. Če nadomestno vozilo ni vključeno v najemno pogodbo, lahko najemodajalec ustrezno nadomestno vozilo najemniku priskrbi po ceni, ki je navedena v takrat veljavnemu ceniku izposojevalca - rent-a-car podjetja. Najemnik storitev naroči in potrdi dogovorjene pogoje s podpisom naročilnice za izposajo, ki jo predloži najemodajalec ob prejemu naročila. Najemodajalec dogovorjeno vozilo priskrbi v roku 5 delovnih dni po prejemu izpolnjene naročilnice za izposajo v pisni obliki.

12. Najemni pogoji – Gorivo

12.1. Najemodajalec najemniku priskrbi kartico za gorivo (v nadaljevanju 'kartica'), ki najemniku omogoča nakup goriva na bencinskih črpalkah, ki so del mreže izdajatelja kartice, ne da bilo za to potrebno takojšnje plačilo. Vsi stroški goriva se plačujejo mesečno za pretekli mesec na podlagi dejanske porabe. Najemodajalec mesečno izstavi račun najemniku s priloženo specifikacijo porabe.

12.2. Najmanj 5 (pet) delovnih dni pred prevzemom novega vozila, najemnik na tekoči račun najemodajalca nakaže varščino v višini pričakovane mesečne porabe goriva. Omenjeni znesek najemodajalec obdrži do plačila zadnjega obroka za gorivo in ga lahko tudi porabi za kritje zadnjega obroka na osnovi dejanske porabe ali pa ga nakaže nazaj na tekoči račun najemnika, ko so poravnane vse pogodbene obveznosti v zvezi z gorivom.

12.3. Pri uporabi kartice goriva je potrebno upoštevati splošne pogoje izdajatelja kartice.

12.4. Kartice se podaljšujejo avtomatično, najemniku pa jih pošlje najemodajalec ali izdajatelj kartice.

number of days of the replacement vehicle availability agreed upon in the Lease Agreement is used up, the Lessor may only provide the replacement vehicle according to the RAC ALD Pricelist valid at the time.

11.7.2. Option 2: Replacement vehicle PLUS package

This Package grants the Lessee the use of a replacement vehicle of the category agreed upon, whenever required under the terms set out in paragraph 2 of section 11.3. (Terms of Delivery). Contrary to Option 1, the Lessee is entitled to use of a substitute vehicle, regardless of the number of individual events when he is entitled to such usage. However, use of the substitute vehicle is limited to:

- the maximum of 15 days/event in the event of an accident, fire;
- the maximum of 10 days/event in the event of a mechanical breakdown;
- the maximum of 30 days in the event of theft or total damage;
- the maximum of 1 day in the event of theft or total damage;
- the maximum of 1 day in the event of regular maintenance.

11.8. If the replacement vehicle is not included in the Lease Agreement, the Lessor can provide an appropriate replacement vehicle for the Lessee at the price indicated on the Pricelist of the RAC Lessor valid at the time. The Lessee shall order the service and confirm the terms agreed upon by signing the Rental Order provided by the Lessor upon receiving the order. The Lessor shall provide the vehicle agreed upon within 5 working days of receiving the completed Rental Order in written form.

12. Terms of Lease – Fuel

12.1. The Lessor shall provide a Fuel Card (hereinafter referred to as the Card) that will allow the Lessee to buy fuel at gas stations in the network of the Card issuer, without the need for immediate payment. All fuel charges shall be paid on a monthly basis for the preceding month on the basis of actual consumption. The Lessor shall invoice the Lessee with specifications enclosed.

12.2. At least 5 (five) working days before the delivery of the new Vehicle, the Lessee shall transfer a security deposit in the amount of the expected monthly fuel consumption to the Lessor's current account. The said amount shall be retained by the Lessor until payment of the last instalment for fuel and may also be used to cover the last instalment for fuel on the basis of actual consumption or transferred back to the Lessee's current account after all fuel-related obligations arising from the Agreement are settled.

12.3. The General Terms and Conditions of the Fuel Card issuer apply for the use of the Card.

12.4. Cards are renewed automatically and sent to the Lessee by the Lessor or the Card issuer.

12.5. Najemnik mora storiti vse potrebno, da bi obvaroval zaupnost kod, ki so mu bile zaupane. Najemnik je dolžan takoj, ko je to mogoče, po elektronski pošti ali priporočeni pošti s povratnico najemodajalca obvestiti o izgubi ali kraji kartice. V primeru izgube ali kraje vse stroške preklica, kot tudi celotno porabo goriva na kartici do preklica, krije najemnik.

12.6. V primeru prekinitve pogodb, ki so bile sklenjene med najemodajalcem in naftnim podjetjem, ali morebitnih sprememb zakonodaje oziroma poslovne politike najemodajalca, si najemodajalec pridržuje pravico do spremembe naftnega podjetja ali preklica storitve. V primeru, da najemodajalec spremeni, prekliče ali zamenja ponudnika oziroma storitev, to za najemnika ni razlog za preklic najemne pogodbe.

13. Najemni pogoji – ALD pomoč na cesti

13.1. Najemodajalec je sklenil pogodbo s ponudnikom storitve pomoči na cesti (v nadaljevanju 'izvajalec asistence'). Najemnik je zavarovanec, najemodajalec pa ni zavarovatelj. Zavarovatelj je izvajalec asistence. Na izrecno željo najemnika so nadaljnje informacije o splošnih pogojih in 24-urni storitvi pomoči na cesti na voljo na sedežu najemodajalca.

13.2. Storitev najemniku zagotavlja 24-urno pomoč v Sloveniji in tujini, in sicer:

- v kolikor je to mogoče, popravilo vozila na licu mesta v primeru okvare;
- vleko vozila v primeru okvare ali nesreče;
- dostavo nadomestnih delov;
- vračilo popravljene vozila v Slovenijo;
- hotelsko namestitev za čas trajanja popravila oziroma zagotovitev nadomestnega vozila za nadaljevanje poti;
- alternativno prevozno sredstvo za nadaljevanje poti ali povratek domov oziroma zagotovitev alternativnega načina prevoza za nadaljevanje poti ali povratek domov.

13.3. Pomoč na cesti je zagotovljena izključno preko klica na številko, ki je navedena v Priročniku z navodili za uporabo najetega vozila. Najemnik zavarovatelju odgovarja za kakršnokoli morebitno škodo, ki bi nastala zaradi nepravilne/nepotrebne uporabe storitve pomoči na cesti.

14. Najemni pogoji – Od vrat do vrat

14.1. Najemna pogodba lahko vključuje tudi storitev od vrat do vrat (v nadaljevanju 'VDV'). Na voljo sta sledeča dva paketa:

A. Osnovni VDV paket, ki vključuje prevzem in vračilo predmeta najemne pogodbe v povezavi z naslednjimi dogodki:

- rednim servisiranje vozila, ki ga predpiše proizvajalec vozila;
- sezonsko menjavo zimskih in letnih pnevmatik;
- postopki, ki se nanašajo na registracijo vozila (tehnični pregled vozila).

12.5. The Lessee must do everything necessary in order to protect the confidentiality of the codes that they are given. It is the Lessee's responsibility to inform the Lessor of the loss or theft of the Card as soon as possible by e-mail or registered post with acknowledgement of receipt. In the event of loss or theft, all cancellation costs and the entire consumption on the Card up to its cancellation shall be borne by the Lessee.

12.6. In the event of termination of the Agreements concluded between the Lessor and the oil company or any changes to the legislation or the Lessor's business policy, the Lessor reserves the right to change the oil company or cancel the service. If the Lessor changes, cancels or replaces the provider or service, these are not grounds for the Lessee to cancel the Lease Agreement.

13. Terms of Lease – ALD Road Assistance

13.1. The Lessor has concluded an agreement with the contracting Road Assistance Service Provider (hereinafter referred to as Assistance). The Lessee is the insured but the Lessor is not the insurer. The insurer is the provider of assistance service. At the express request of the Lessee, further information on the General Terms and Conditions and the 24-hour Assistance service is available at the Lessor's headquarters.

13.2. The service provides the Lessee with 24-hour assistance in Slovenia and abroad, i.e.:

- if possible, repair of the Vehicle on site in the event of a breakdown;
- Vehicle tow in the event of a breakdown or accident;
- the delivery of spare parts;
- the return of the repaired Vehicle to Slovenia;
- hotel accommodation for the duration of the repair or the provision of a replacement vehicle for continuing the journey;
- alternative means of transportation to continue the journey or return home/the provision of an alternative mode of transport to continue the journey or return home.

13.3. Assistance is provided exclusively by calling the telephone numbers indicated in the User Manual for the Leased Vehicle booklet. The Lessee shall be liable to the insurer for any damage that might occur due to improper/unnecessary use of the Assistance service.

14. Terms of Lease – Door-to-Door

14.1. The Lease Agreement may also include Door-to-door service (hereinafter referred to as DTD). The following two packages are available:

A. Basic DTD package, which includes the collection and return of the subject of the Lease Agreement in the following events:

- regular vehicle service prescribed by the manufacturer of the Vehicle;
- seasonal replacement of winter and summer tyres;
- procedures pertaining to the registration of the Vehicle (vehicle technical inspections).

B. Razširjen VDV paket, ki vključuje prevzem in vračilo predmeta najemne pogodbe v povezavi z naslednjimi dogodki:

- rednim servisiranje vozila, ki ga predpiše proizvajalec vozila;
- sezonsko in dodatno menjavo zimskih in letnih pnevmatik;
- postopki, ki se nanašajo na registracijo vozila (tehnični pregled vozila);
- vsemi popravili v sklopu garancije vozila, kot tudi dodatnimi popravili, ki jih ne krije garancija;
- popravilom škode: ocena škode in popravilo v kleparski delavnici.

Storitev VDV se nudi le v primeru, če je vozilo v stanju, pripravljenem za vožnjo, kar pomeni, da je vozilo v tehničnem smislu brezhibno in je kot takšno vozno v skladu z veljavnimi predpisi.

14.2. Pogoji uporabe storitve VDV so sledeči:

- storitev VDV vključuje prevzem vozila na lokaciji najemnika in vračilo vozila na lokacijo najemnika po opravljenem dogovorjeni storitvi;
- storitev VDV je na voljo samo za vozila, za katera je storitev vključena v najemni pogodbi;
- najemnik mora storitev VDV naročiti po elektronski pošti ali faksu 3-5 delovnih dni vnaprej; naročilo mora vsebovati naslednje podatke:
 - o razlog za storitev VDV;
 - o podatke o vozilu (številko registrske tablice);
 - o datum in čas prevzema vozila;
 - o kraj prevzema vozila (sedež najemnika);
- kontaktne podatke osebe, ki bo vozilo prevzela/dostavila. Najemnik je odgovoren za to, da je vozilo, za katerega se izvede storitev VDV, ustrezno zavarovano (kot je navedeno v točki 8.3.) in da so bili vsi vrednostni predmeti odstranjeni iz vozila;
- storitev ne vključuje prevzema in vračila vozila za namen pranja vozila ali kontrole tlaka v pnevmatikah.

14.3. Sledeči stroški niso vključeni v storitev VDV:

- stroški goriva za vozilo med opravljanjem storitve VDV;
- stroški nadomestnega vozila v primeru prometne nesreče, ki je ni povzročil ponudnik storitve VDV.

15. Spremembe in dopolnitve v času trajanja najemne pogodbe

15.1. Mesečni obrok poslovnega najema se določa na osnovi skupnega števila prevoženih kilometrov, ki ga najemnik pričakuje v sklopu posamezne pogodbe za čas trajanja pogodbe, in obsega vključenih storitev, kot je opisano v točki 6.1. Če se zdi verjetno, da bo določen skupen obseg opravljene vožnje presežen za več kot 15 %, najemnik o tem dejstvu nemudoma obvesti najemodajalca. Najemodajalec je zatem upravičen, da zahteva ponoven izračun v skladu s spremenjenimi okoliščinami (čas trajanja pogodbe in/ali število kilometrov) in naredi ustrezno prilagoditev/spremembo pogodbe. Predlagani datum veljavnosti spremembe pogodbe zapade vedno na prvega v mesecu. Izračun je narejen na način, da začne od datuma veljavnosti spremembe pogodbe naprej

B. Extended DTD package, which includes the collection and return of the subject of the Lease Agreement in the following events:

- regular vehicle service prescribed by the manufacturer of the Vehicle;
- seasonal and additional replacement of winter and summer tyres;
- procedures pertaining to the registration of the Vehicle (vehicle technical inspections);
- all repairs under warranty on the Vehicle as well as additional repairs not covered under the warranty;
- the repair of damage: damage assessment and repair in a body shop.

DTD service is provided only if the Vehicle is in running order, i.e. if the Vehicle is technically faultless and therefore operable in accordance with the regulations in force.

14.2. The DTD service terms of use are as follows:

- the DTD service includes the collection of the Vehicle at the Lessee's location and the return of the Vehicle to the Lessee's location after the performance of the agreed service;
- the DTD service is available only for the Vehicles for which the DTD service is included in the Lease Agreement;
- the Lessee must order the DTD service by e-mail or fax 3-5 working days in advance. The order must contain the following information:
 - o the reason for the DTD service;
 - o information on the Vehicle (the registration plate number);
 - o date and time of collection of the Vehicle;
 - o location of collection (Lessee's headquarters);
- contact information of the person collecting/delivering the Vehicle. It is the Lessee's responsibility to ensure that the Vehicle for which the DTD service is performed is properly insured (as indicated in section 8.3) and that all valuables have been removed from the Vehicle;
- the service does not include the collection and return of the Vehicle for the purposes of car washing or tyre pressure checks.

14.3. The following costs are not included in the DTD service:

- fuel costs for the Vehicle during the performance of the DTD service;
- the cost of a replacement vehicle in the event of a traffic accident not caused by the DTD service provider.

15. Amendments and Modifications During the Term of the Lease Agreement

15.1. The monthly operational leasing instalment shall be determined on the basis of the total mileage expected by the Lessee under individual Agreements for the term of the lease and the extent of the services included, as described in section 6.1. Should it seem likely that the Lessee shall exceed the stipulated mileage by more than 15%, the Lessee shall immediately inform the Lessor of this fact. The Lessor shall then be entitled to stipulate a recalculation pursuant to the changed circumstances (term of contract and/or mileage performance) and to make an appropriate adjustment/change to the contract. The proposed date of validity of the change of contract shall always fall on the first of the month. The calculation shall be made in such a manner that the new monthly rent

veljati nova mesečna najemnina. Obenem se za pretečeno obdobje t.j., od dneva začetka najema do zadnjega dne v mesecu pred datumom aplikacije spremembe pogodbe, obračuna razlika med dosedanjo in novo mesečno najemnino. Najemodajalec je upravičen najemniku za to razliko izstaviti račun v obliki bremepisa ali dobropisa. Prva sprememba najemne pogodbe je brezplačna, vsaka naslednja sprememba pa se lahko zaračuna v znesku 30,00 EUR brez davka na dodano vrednost. Ta znesek je na računu razviden ločeno.

15.2. Sprememba najemne pogodbe dovoljuje tudi vključitev dodatnega števila pnevmatik in dni razpoložljivosti nadomestnega vozila, pod pogojem, da je vključen t.i. Rezervni kredit za vozilo. Odpoved posameznih storitev vključenih v najemni pogodbi v času trajanja najemne pogodbe ni mogoča.

15.3. Če najemnik ne sprejme predloga najemodajalca glede spremembe pogodb, kot je opisano v točki 15.1., ima najemodajalec pravico ob koncu pogodbe zaračunati dodatno kilometražo. Poleg tega pa najemnik krije tudi vsa tveganja izrednih dogodkov in morebitne nastale stroške.

15.4. Sprememba najemne pogodbe se lahko naredi najkasneje šest mesecev pred rednim iztekom najemne pogodbe. Vsako spremembo najemne pogodbe morata podpisati tako najemnik, kot tudi najemodajalec, in jo na sedež najemodajalca vrniti najpozneje do 24. dne v mesecu.

16. Potek in predčasna prekinitev najemne pogodbe

16.1. Najemno pogodbo lahko predčasno prekineta tako najemodajalec, kot tudi najemnik. Najemno pogodbo je mogoče tudi prekiniti, če se najemnik in najemodajalec o tem sporazumeta v pisni obliki.

16.2. Najemodajalec lahko takoj prekine najemno pogodbo, posebno v primeru, če najemnik:

- v roku 14 dni po registraciji vozila in prejemu ustreznega obvestila o tem vozila ne prevzame;
- je v zaostanku s plačilom obveznosti do najemodajalca in je zamuda daljša od 30 (trideset) dni;
- nima več sedeža ali bivališča v Sloveniji;
- odloži plačilo, kot dolжник vloži predlog za prisilno poravnavo ali ugovarja vnovčitvi menic zaradi pomanjkanja kritja;
- ne izpolnjuje (več) svojih obveznosti, ki se nanašajo na zavarovanje vozila, prekliche zavarovanje ali pa zavarovalno kritje ni več veljavno zaradi kakšnih drugih vzrokov;
- vozila ne vzdržuje na način, ki je opisan v točki 9.;
- ob sklenitvi najemne pogodbe poda napačne podatke ali pa zamolči dejstva, zaradi česar najemodajalec nadaljevanje najemne pogodbe smatra za nemogoče;
- kljub pisnemu opozorilu, ki mu daje rok 14 (štirinajstih) dni, da popravi težke kršitve najemne pogodbe, kršitev v nadaljevanju ne opusti, ali

shall apply from the date of application of the change of contract. At the same time, the difference between the hitherto applicable and the new monthly rent shall be calculated for the previous period, i.e. from the commencement day of the Lease until the last day prior to the date of application of the change of contract. The Lessor shall be entitled to issue an invoice in the form of a debit or credit note. The first change of the Lease Contract shall be free of charge, while any subsequent change may be charged in the amount of EUR 30.00 exclusive of value added tax. This amount shall be listed separately on the invoice.

15.2. The amendment to the Lease Agreement also allows the inclusion of an additional number of tyres and days of the replacement vehicle availability, provided that the Vehicle Reserve Credit package is included. The cancellation of individual services included in the Lease Agreement shall not be possible during the term of the Lease Agreement.

15.3. If the Lessee does not accept the Lessor's proposal of the change to the Agreements, as described in section 15.1. the Lessor is entitled to charge the additional mileage at the end of the contract. Additionally all risks of exceptional events and any incurred costs shall be borne by the Lessee.

15.4. Any amendment to the Lease Agreement may be made six months before the regular expiration of the Lease Agreement at the latest. Any change to the Lease Agreement must be signed by both the Lessee and the Lessor and returned to the Lessor's headquarters no later than by the 24th day of the month.

16. Expiration and Early Termination of the Lease Agreement

16.1. The Lease Agreement may be terminated early by both the Lessor and the Lessee. The Lease Agreement may also be cancelled if so agreed by the Lessee and the Lessor in writing.

16.2. The Lessor may terminate the Lease Agreement immediately, particularly if the Lessee:

- fails to collect the Vehicle within 14 days of the registration of the Vehicle and receiving the appropriate notification thereof;
- is in arrears with the payment of obligations to the Lessor and the delay is longer than 30 (thirty) days;
- no longer has headquarters or residence in Slovenia;
- suspends payment, files a motion for compulsory composition as the debtor or objects to the bills of exchange being cashed due to lack of cover;
- fails to fulfil (no longer fulfils) the obligations pertaining to vehicle insurance, cancels the insurance or the insurance cover is no longer valid for other reasons;
- fails to maintain the Vehicle as described in section 9;
- provides false information upon entering into the Lease Agreement or withholds information and the Lessor accordingly considers the continuation of the Lease Agreement impossible;

nemudoma ne odpravi posledic ugotovljenih kršitev najemne pogodbe, ki so se že zgodile;

- če se ekonomski položaj najemnika bistveno poslabša, če je proti njemu izdan ali vložen postopek insolventnosti, izbrisa ali likvidacije;
- ali če zgoraj omenjeni dogodki nastopijo pri tretji osebi, za katero je najemnik nudil poroštvo.

16.3. V primeru kraje ali ekonomske totalke vozila (ne glede na vzrok), je najemodajalec upravičen do predčasne prekinitve najemne pogodbe. Za datum prenehanja pogodbe se šteje datum nastanka ekonomske totalke oziroma datum kraje vozila. Če najemnik uporablja nadomestno vozilo v skladu s pogoji posamezne najemne pogodbe, se šteje, da je pogodba prenehala na datum vrnitve nadomestnega vozila, vendar najkasneje po 30 dneh od datuma nezgode oziroma kraje vozila.

Najemodajalec ima v teh primerih pravico od najemnika zahtevati, da plača vse zapadle obveznosti po posamezni najemni pogodbi. Vsi zneski, ki jih je najemodajalec vnaprej deloma ali v celoti plačal za celotno trajanje posamezne najemne pogodbe (npr. zavarovalne premije, stroške gum, stroške vzdrževanja, davke ipd.), se lahko zaračunajo najemniku v preostalem znesku.

Če odškodnina, ki jo izplača zavarovalnica, ne krije neto knjižne vrednosti vozila v poslovnih knjigah najemodajalca v času predčasne prekinitve najemne pogodbe zaradi razbitega vozila ali nesreče (totalke) ali kraje, mora najemnik kriti razliko med zneskom odškodnine, ki jo izplača zavarovalnica, in neto knjižno vrednostjo vozila. Najemodajalec ima v takšnem primeru pravico zaračunati odškodnino za predčasno prekinitve pogodbe, kot je opredeljena v Internem odloku ALD.

16.4. V primeru, da je proti najemniku vložena zahteva za pričetek postopka za prisilno poravnavo ali stečaj, veljavnost najemne pogodbe preneha na dan, ko je zahteva za začetek postopka za prisilno poravnavo ali stečaj vložena na pristojnem sodišču oziroma ko je tak postopek začel, če je začel brez zahteve. Takoj ali najpozneje 3 (tri) dni po tistem, ko je bila zahteva za pričetek postopka za prisilno poravnavo ali stečaj proti najemniku vložena, mora najemnik pisno obvestiti najemodajalca in najeta vozila v istem roku tudi vrniti, ne da bi mu bilo to izrecno naročeno s strani najemodajalca, ali pa mora to storiti najpozneje do datuma, ki ga določi najemodajalec. V tem primeru mora najemnik tudi kriti vse stroške, ki izhajajo iz točke 16.9. zadevnih splošnih pogojev.

- continues to commit serious breaches of the Lease Agreement despite written notice of 14 (fourteen) days to rectify them or fails to remedy the consequences of the identified breaches of the Lease Agreement that have been committed before, immediately;
- if the Lessee's financial situation has substantially deteriorated or if proceedings have been issued or brought against the Lessee in the event of insolvency or liquidation;
- or if the events indicated above occur with a third party for which the Lessee has offered guarantee.

16.3. In the event of theft or the vehicle's economic writing-off (regardless of cause), the Lessor shall be entitled to early termination of the Lease Agreement.

The date of contract cancellation is the date when total damage or theft occurred. In case the Lessee uses a replacement vehicle according to the conditions of an Individual Leasing Agreement, the contract cancellation date shall be the date of return of said replacement vehicle, however no later than 30 days upon the accident or theft date.

In such an event the Lessor can request the fulfilling of payment obligations for each due and mature amount under the Individual Lease Agreement. In such a case, all amounts that the Lessor paid in advance for one part or for the entire term of the Individual Lease Agreement (e.g. insurance premium amounts, costs of tyres, maintenance costs, taxes and similar) can be charged to the client in the remaining amount.

If the insurance compensation does not cover the net book value of the Vehicle in the Lessor's books at the time of the early termination of the Lease Agreement due to wreckage or accident (total damage) or theft, the Lessee must cover the difference between the amount of the insurance compensation and the net book value of the Vehicle. The Lessor has the right to charge an early termination fee in such an event in the amount defined in the ALD Internal Ordinance.

16.4. In the event of a filed motion for the commencement of proceedings for compulsory composition or bankruptcy against the Lessee, the Lease Agreement shall cease to be valid upon the date that the motion for the institution of proceedings for compulsory composition or bankruptcy is filed with the competent court. Immediately or no later than 3 (three) days after the motion for the commencement of compulsory composition or bankruptcy against the Lessee was filed, the latter must inform the Lessor in writing and return the leased Vehicle(s) within the same time limit, without being specifically instructed to do so by the Lessor, or no later than by the date specified by the Lessor. In such an event, the Lessee must also cover all costs arising from section 16.9. of the present General Terms and Conditions of Operation.

16.5. Določbe prejšnjega odstavka veljajo tudi v primeru redne likvidacije, izbrisa iz sodnega registra ali drugih primerov, ko preneha obstoj najemnika, razen če se najemnik in najemodajalec izrecno ne dogovorita drugače.

16.6. Najemodajalec lahko najemno pogodbo prekine tudi zaradi drugih ukrepov s strani državnih organov, ki najemniku preprečujejo ali zelo otežujejo izpolnjevanje pogodbenih obveznosti (prekinitev zaradi bistvenih sprememb okoliščin), kot tudi zaradi izrednih dogodkov, kot so politični nemiri, dolgotrajne stavke, naravne katastrofe, vojno stanje ali drugi podobni dogodki. Najemodajalec mora najemnika o svoji izjavi volje pisno obvestiti.

16.7. Primeri, ki so navedeni v točkah 16.4., 16.5. in 16.6. se smatrajo za predčasno prekinitev najemne pogodbe. Najemodajalec ima zatorej pravico zaračunati stroške, ki nastanejo v povezavi s predčasno prekinitvijo najemne pogodbe, v skladu s točko 16.9. zadevnih splošnih pogojev.

16.8. Najemnik je do predčasne prekinitve najemne pogodbe upravičen po preteku 12 (dvanajstih) mesecev po začetku veljavnosti najemne pogodbe, ali po plačilu najmanj 12 mesečnih obrokov. Najemnik lahko najemno pogodbo prekine s 30-dnevnim odpovednim rokom. Najemnik mora vrniti vozilo in poravnati stroške predčasne prekinitve najemne pogodbe, kot je določeno v naslednjih točkah, kot tudi prekoračeno kilometrino, ki se na dan prekinitve pogodbe izračuna sorazmerno do dneva izteka pogodbe, škodo na vozilu, ki jo najemodajalec ocenjuje kot nesprejemljivo v skladu z navodili za vračilo vozila, in sorazmerni delež neplačane enoletne zavarovalne premije.

16.9. V primeru predčasne prekinitve najemne pogodbe iz razlogov, opisanih v tem poglavju ali v drugih delih pogodbe, je najemnik dolžan najemodajalcu vrniti vozilo in mu plačati stroške prekinitve v višini 1% vrednosti novega vozila po ceniku z vključenim DDV (vključno z opcijami in dodatno opremo) za vsak preostali mesec do rednega izteka pogodbe, če se ne dogovorita drugače.

17. Vračilo najetega vozila

17.1. Po redni ali predčasni prekinitvi najemne pogodbe mora najemnik vozilo vrniti na lokacijo, ki jo navede najemodajalec v skladu z navodili za vračilo vozila. Uro in čas vračila določi najemodajalec. Če pogodbeni stranki soglašata glede vračila vozila pred dnevom poteka najemne pogodbe, najemodajalec najemniku povrne preostali sorazmerni delež mesečnega obroka. Če najemnik želi, da najemodajalec vozilo prevzame na drugi lokaciji, najemodajalec najemniku zaračuna vse stroške povezane s prevzemom. Če najemodajalec vozilo prevzame na drugi lokaciji, se najemnik odpove pravici do ugovorov glede ugotovljenega stanja vozila in morebitnih stroškov, ki se lahko posledično zaračunajo. Najemnik mora dogovorjen datum vračila vozila potrditi s podpisom naročilnice za vračilo vozila, ki jo priskrbi najemodajalec.

16.5. The provisions of the preceding paragraph shall also apply in the event of regular liquidation or other events when the Lessee ceases to exist, unless the Lessee and the Lessor expressly agree otherwise.

16.6. The Lessor may also terminate the Lease Agreement due to other actions taken by the state authorities that prevent or make it exceedingly difficult for the Lessee to fulfil their contractual obligations (termination due to a fundamental change of circumstances) as well as due to exceptional events such as political unrest, long strikes, natural disasters, state of war or other similar events. The Lessor must inform the Lessee of their expression of will in writing.

16.7. The events indicated in sections 16.4., 16.5. and 16.6. are regarded as early termination of the Lease Agreement. The Lessor therefore has the right to charge any costs incurred from the early termination of the Lease Agreement in accordance with section 16.9. of these General Terms and Conditions.

16.8. The Lessee is entitled to early termination of the Lease Agreement upon the expiration of 12 (twelve) months after the Lease Agreement becomes effective or upon paying the minimum of 12 monthly instalments. The Lessee may terminate the Lease Agreement by giving 30 days' notice. The Lessee must return the Vehicle and cover the costs of early termination of the Lease Agreement, as set out in the following sections, as well as the exceeded mileage calculated on the day of termination of the Agreement pro rata to the date of expiration of the Agreement, the damage to the Vehicle regarded as unacceptable by the Lessor in accordance with the Instructions for Returning the Vehicle and the proportionate share of the unpaid one-year insurance premium.

16.9. In the event of early termination of the Lease Agreement on the grounds described in this section or in other parts of the Agreement, the Lessee must return the vehicle and pay to the Lessor termination costs in the amount of 1% of the list price of a new vehicle with VAT included (including options and accessories) for each remaining month until the regular stipulated expiry date of the contract, unless otherwise agreed between the parties.

17. Returning the Leased Vehicle

17.1. Upon the early or regular termination of the Lease Agreement, the Lessee must return the Vehicle to the location specified by the Lessor in accordance with the Instructions for Returning the Vehicle. The hour and time of return shall be determined by the Lessor. If the Parties agree on the return of the Vehicle prior to the date of expiration of the Lease Agreement, the Lessor shall reimburse the remaining proportionate part of the monthly instalment to the Lessee. If the Lessee wishes the Lessor to collect the Vehicle at another location, the Lessor shall charge the Lessee all of the costs incurred from the collection. If the Lessor collects the Vehicle at another location, the Lessee waives the right to raise any objections to the established condition of the Vehicle and any costs that may be charged as a result. The Lessee must confirm the agreed date of return of the Vehicle by signing the Order for the Return of the Vehicle provided by the Lessor.

17.2. Obračun morebitne dodatne oziroma manj prevožene kilometrine se naredi glede na tarife, določene v najemni pogodbi.

17.3. Pogodbeni partner, ki ga imenuje najemodajalec, opravi vizualni pregled tehničnega stanja vozila, izpolni in podpiše zapisnik o vračilu vozila v prisotnosti najemnika in imenu najemodajalca, ter prevzame vozilo. Skupaj z vozilom mora najemnik vrniti tudi vso dokumentacijo in opremo vozila, ki jo je prejel ob prevzemu (komplet za prvo pomoč, dvigalko, rezervno kolo, gasilni aparat, predpražnike, itd.), in podpisati zapisnik o vračilu vozila. Datum zapisnika o vračilu vozila je tudi datum prenehanja najemne pogodbe, prevoženi kilometri izkazani na števcu kilometrov in stanje vozila pa služijo kot osnova za zaračunavanje prekoračene kilometrine in nesprejemljive škode na vozilu, kot je določeno v priločniku z navodili za uporabo najetega vozila oziroma navodilih za vračilo vozila.

17.4. Ob vračilu vozila mora najemnik vrniti tudi vse rezervne ključe, prometno dovoljenje, certifikat o homologaciji, zavarovalno polico, zadnjo veljavno zeleno karto in vso ostalo dokumentacijo (Priločnik z navodili za uporabo najetega vozila, servisno knjižico vozila, ALD servisno kartico, kartico za gorivo – v kolikor je bilo gorivo vključeno v najemno pogodbo, oceno škode na vozilu – v primeru, da je najemnik vložil kakšen zavarovalni škodni zahtevek, koda za alarm in radio – če obstajajo, CD za navigacijo – v kolikor je vozilo imelo navigacijo, itd.). Če katerikoli del omenjene dokumentacije manjka, jo mora najemnik vrniti najkasneje v roku 24 ur. Če najemnik tega ne stori, mu lahko najemodajalec zaračuna stroške dvojnikov ali nakupa manjkajoče opreme vozila.

17.5. Ob vračilu mora biti vozilo čisto in v stanju, ki ustreza njegovi starosti ter pogodbeno dogovorjenim prevoženim kilometrom, pa tudi v skladu s priločnikom z navodili za uporabo najetega vozila oziroma navodili za vračilo vozila. Vozilo mora biti brez poškodb ter varno za promet in obratovanje. Ob vračilu mora imeti vozilo nameščene pnevmatike, ki glede velikosti/indeksa nosilnosti/hitrostnega razreda ustrezajo stanju ob izdobavi in letnemu času. Če se vozilo vrne z nameščenimi zimskimi pnevmatikami, je potrebno skupaj z vozilom vrniti tudi letne pnevmatike, in obratno. V obeh primerih pa zadostuje, če je vozilo vrnjeno skupaj z ustreznim dokazilom o hrambi pnevmatik vozila.

17.6. Če se najemnik vozila ne strinja s tehničnim stanjem vozila, kakršno je bilo ugotovljeno s pomočjo vizualne kontrole, lahko svoje nestrinjanje izrazi na sledeče načine:

- zavrne podpis ALD-jevega izvoda Zapisnika o vračilu vozila;
- priskrbi ustrezno pisno mnenje o ALD-jevem izvodu Zapisnika o vračilu vozila;
- priskrbi ustrezno pisno mnenje o ALD-jevem izvodu fotografij nesprejemljive škode na vozilu.

V tem primeru najemodajalec uredi pregled, ki ga opravi sodno zapriseženi cenilec. Vse stroške povezane z organizacijo in pregledom vozila s strani sodno zapriseženega cenilca nosi najemnik.

17.2. The calculation of any additional or remaining mileage charges shall be made according to the rates set out in the Lease Agreement.

17.3. The contracting partner designated by the Lessor shall carry out a visual inspection of the Vehicle's technical condition, fill in and sign the Return of the Vehicle Report with the Lessee in the Lessor's name and collect the Vehicle. Together with the Vehicle, the Lessee must also return all the documents and Vehicle equipment received upon the collection of the Vehicle (First aid kit, jack, spare wheel, fire extinguisher, mats, etc.) and sign the Return of the Vehicle Report. The date of the Return of the Vehicle Report is also the date of termination of the Lease Agreement, and the established mileage on the odometer and the condition of the Vehicle shall be the basis for the charge for exceeded mileage and unacceptable damage to the Vehicle, as defined in the User Manual for the Leased Vehicle or the Instructions for Returning the Vehicle.

17.4. Upon returning the Vehicle, the Lessee must also return all duplicate keys, the registration certificate, type approval certificate, insurance policy and the last valid Green Card and other Vehicle documentation (User Manual for the Leased Vehicle, the Vehicle Service Book, ALD Service Card, Fuel Card – if fuel was included in the Lease Agreement, the Appraisal of Damage to the Vehicle – if the Lessee has filed any insurance claims, the alarm and radio codes – if the latter exist, the navigation CD – if the Vehicle had navigation, etc.). If any part of said documentation is missing, the Lessee must return it within 24 hours at the latest. If the Lessee fails to do so, the Lessor may charge the costs of duplicate issue or purchase of the missing Vehicle equipment.

17.5. Upon return, the Vehicle must be clean, in a condition corresponding to its age and the contractually agreed mileage and in accordance with the User Manual for the Leased Vehicle or the Instructions for Returning the Vehicle. The Vehicle must not be damaged and must be safe for traffic and operation. Upon return, the Vehicle must be fitted with the tyres corresponding to the condition at the time of delivery in size/load index/speed rating and to the season. If the Vehicle is returned with fitted winter tyres, the summer tyres must be returned together with the Vehicle and vice versa. In both events, it shall suffice if the Vehicle is returned with the appropriate proof of storage of the Vehicle's tyres.

17.6. If the Lessee of the Vehicle does not agree with the visually established technical condition of the Vehicle, they may express their disagreement in the following terms:

- by refusing to sign the ALD's copy of the Return of the Vehicle Report;
- by providing an appropriate written opinion on the ALD's copy of the Return of the Vehicle Report;
- by providing an appropriate written opinion on the ALD's copy of photographs of unacceptable damage to the Vehicle.

In such an event, the Lessor shall arrange an inspection of the Vehicle by a certified appraiser. All the costs incurred from the organisation and inspection of the Vehicle by a certified appraiser shall be borne by the Lessee.

17.7. S podpisom najemne pogodbe se najemnik zaveže, da bo vozilo v primeru predčasne prekinitve najemne pogodbe vrnil najkasneje tri dni po tem, ko mu je takšna navodila dal najemodajalec v pisni obliki. Če najemnik vozila v omenjenem času ne vrne, s tem najemodajalca ali njegove pooblaščenec predstavnik oziroma organizacije pooblasti in mu dovoli zaseg vozila. V tem primeru se najemnik odpove kakršnemukoli zahtevku za odškodnino ali kateremu koli drugemu zahtevku.

17.8. Če najemnik vozila ne vrne pravočasno, mora za vsak začetni poznejši dan plačati najemnino kot nadomestilo za uporabo in stroške, ki nastanejo iz naslova zamude pri vrnitvi, in sicer v znesku mesečnega obroka, ki se deli s številom dni v tekočem mesecu. Sicer smiselno še naprej ostajajo v veljavi obveznosti najemnika iz najemne pogodbe. Ob prenehanju ali predčasni prekinitvi najemne pogodbe se najemnik smatra za začasnega uporabnika vozila. Najemodajalec ima tudi pravico, da vozilo odvzame sam ali da za odvzem vozila pri najemniku pooblasti tretjo osebo. Odvzem vozila se ne smatra za motenje posesti najemnika ali začasnega uporabnika. Za namen odvzema vozila je vstop v prostore najemnika dovoljen. Stroške, ki so povezani z odvzemanjem in hrambo vozila, nosi najemnik. Najemnik nima nikakršne pridržne pravice na vozilu. V primeru, da vozilo zaradi zamude najemnika pri vračilu nima več ustreznega zavarovanja ali veljavne registracije, najemnik nosi celotne stroške morebitne škode, prekrškov, odškodnine, sodnih postopkov, vleke vozila, itd.

18. Prenos pravic

18.1. Najemodajalec lahko svoje pravice in obveznosti iz najemne pogodbe in zadevnih splošnih pogojev prenese na tretjo osebo, vendar tako, da se pri tem v ničemer ne posega v pravice najemnika. Najemnik nima pravice prekiniti najemne pogodbe, če odtujitev ne vpliva na njegove pravice in obveznosti iz najemne pogodbe in splošnih pogojev.

18.2. Najemnik lahko pisno predlaga prenos pravic in obveznosti na tretjo osebo, vendar tako, da niso v ničemer ogrožene pogodbene pravice najemodajalca. Najemodajalec ima pravico najemnikov predlog iz te točke zavrniti.

19. Reševanje sporov

19.1. V primeru protislovnosti med angleško in slovensko različico najemne pogodbe in splošnih pogojev se upošteva slovenska različica.

19.2. Razen v primeru, če zakon zahteva drugače, se za kraj izpolnitve šteje Ljubljana.

19.3. Morebitne spore, ki bi izhajali iz dogovorov med strankami, se rešuje sporazumno, v kolikor pa to ni mogoče, je za reševanje sporov pristojno sodišče v Ljubljani in se pri tem uporablja slovenska zakonodaja.

17.7. By signing the Lease Agreement, the Lessee undertakes to return the Vehicle in the event of early termination of the Lease Agreement no later than within three days of being instructed to do so by the Lessor in writing. If the Lessee fails to return the Vehicle within the aforementioned period, the Lessee authorises and allows the Lessor or their authorised representatives or organisations to seize the Vehicle. In such an event, the Lessee waives any claim for compensation or claim arising out of right to property.

17.8. If the Lessee fails to return the Vehicle in due time, the Lessee shall have to pay the lease for every subsequent day as compensation for use and the costs incurred from the delay in the amount of the monthly instalment divided by the number of days in the current month. The Lessee's obligations arising from the Lease Agreement shall continue to apply mutatis mutandis. Upon the expiration and early termination of the Lease Agreement, the Lessee shall be regarded as the temporary user of the Vehicle. The Lessor shall also have the right to collect the Vehicle or authorise a third party to seize the Vehicle from the Lessee. The seizure of the Vehicle shall not be regarded as trespassing on the property of the Lessee or temporary user. For the purposes of the seizure, the entry to the Lessee's premises shall be allowed. The costs incurred from the seizure and storage of the Vehicle shall be borne by the Lessee. The Lessee shall not have any right of retention on the Vehicle. If, due to the Lessee's delay in returning the Vehicle, the Vehicle no longer has appropriate insurance or valid registration, the Lessee shall bear the full costs of any damage, offences, compensation, legal proceedings, towing, etc.

18. Transfer of Rights

18.1. The Lessor may transfer their rights and obligations arising from the Lease Agreement and the present General Terms and Conditions to a third party. In so doing, the Lessee's contractual rights must not be infringed in any way. The Lessee shall not be entitled to terminate the Lease Agreement if the alienation does not affect their rights and obligations under the Lease Agreement and the General Terms and Conditions.

18.2. The Lessee may propose a transfer of rights and obligations to a third party in writing. In so doing, the Lessor's contractual rights must not be infringed in any way. The Lessor shall have the right to refuse the Lessee's proposal referred to in this section.

19. Resolving Disputes

19.1. In the event of any discrepancies between the English and the Slovenian version of the Lease Agreement and the General Terms and Conditions, the Slovenian version shall prevail.

19.2. Unless otherwise required by law, Ljubljana shall be deemed the place of performance.

19.3. Any disputes arising from the agreements between the Parties shall be resolved amicably. Should this not be possible, the court in Ljubljana shall have jurisdiction in resolving the disputes and Slovenian law shall apply.

Kraj in datum: Ljubljana, _____

Place and Date: Ljubljana, _____

Najemodajalec:

The Lessor:

Najemnik:

The Lessee:

ALD Automotive, d.o.o.

ALD Automotive, d.o.o.

Kraj in datum: _____

Place and Date: _____

Najemnik:

Lessee:

Najemnik:

Najemnik:
