**Dubrovnik transfers d.o.o.**, Tišinska ulica IV. odvojak 5, Zagreb, OIB: 68683690658

(hereinafter: the "Company")

#### GENERAL TERMS AND CONDITIONS

(hereinafter: the "General Terms")

#### **PREAMBLE**

The Company, among other activities, provides vehicle rental services and organized tours in accordance with the information published on the website <a href="www.atvbuggy-dubrovnik.com">www.atvbuggy-dubrovnik.com</a> and in accordance with this General Terms. These General Terms are valid and legally binding on the day of confirmation of the reservation by the Client, except in case of extraordinary circumstances.

In these General Terms, the terms are defined as follows:

Client: natural and/or legal persons who, on the basis of an agreement or an order,

contract and reserve individual services provided by the Company;

Service user: natural persons who use the Company's services, who participate in tours as

drivers or passengers or rent a vehicle;

Quad vehicles: vehicles used by the Company for the purpose of providing services; type:

Can-Am / OUTLANDER MAX DPS 450/570;

Buggy vehicles: vehicles used by the Company for the purpose of providing services; type:

Can-Am / Maverick SPORT MAX DPS 1000;

*Rent*: rental services of Quad and/or Buggy vehicles that the Company owns or uses

on another basis, provided to the User of the service for an agreed period of

time;

Tours: excursion services lasting 2-3 hours with Quad and/or Buggy vehicles with a

leader;

Reservation: confirmation of the Company's offer by the Client in terms of conditions and

prices by which the service is contracted;

Tour Leader: an employee of the Company or another person hired by the Company to

lead the tour.

## 1. GENERAL TERMS FOR CONCLUDING THE SERVICES

In its range of services, the Company offers "Rent" and "Tour" services, and depending on the type of service, the conditions for using them are determined pursuant to the following provisions.

Inquiries for the reservation of services are received electronically (by e-mail or web "contact form" inquiry), by phone or in person at the office in the place where the Company operates.

Reservation of the services and payment can be done through the Company's website or through one of the sales platforms with which the Company cooperates, by paying the entire amount for the specific service, depending on the specified number of Users of the service to which the Reservation refers.

Also, the Company reserves the right to provide a direct reservation of services by contacting via e-mail, web "contact form", phone or in person in a way that (depending on the availability of the requested service) it issues an offer for the requested service to the interested natural or legal person. This offer may include a mandatory payment of the full amount or part of it ("advance payment") as the precondition for finalizing the reservation. If the Company states in the offer that only an advance payment will be charged for concluding the reservation, the reservation shall be concluded upon the payment of the advance payment and the Company will retain the received advance payment if the Client cancels the reservation. In this case the provisions on the return of funds from Art. 2 these General Terms shall not be applicable.

The reservation is considered concluded when the total funds or the advance payment (in the case from the previous paragraph) are transferred to the Company's account upon which the contract is considered concluded.

## 2. CANCELLATION POLICY

Once the service has been purchased, the reservation cannot be changed or canceled with a refund, except as provided by the Company's Standard cancellation policy.

The Standard cancellation policy allows a request to change or cancel a reservation in accordance with the below stated rules. The time shall be determined by the time zone of the place in which the service is provided.

If the Client cancels the reservation before the realization of the service, refunds are calculated on the date of the Company's receipt of the Client's written cancellation as follows:

- for cancellation from 10 or more days before the date of the service, the Client has the right to a full refund of the amount paid for the service ("full refund");
- for cancellation from 9 to 4 days before the date of the service, the Company charges 50% of the total price of the service;
- for cancellation from 3 to 0 days before the date of the service, the Company charges 100% of the total price of the service.

The Company has the right to deviate from this Standard cancellation policy in the case of "last minute" reservations and/or special offers in which a discount on the service is granted, in which case there is no possibility of a refund in accordance with the Standard cancellation policy. Such offers will clearly indicate that it is a "last minute offer" or a "special offer" and if there is no such indication it will be considered as a regular offer.

For the cancellation of a reservation through the Company's website, the cancelation must be submitted by E-mail with the specifying the reservation which being canceled (type of the service, date of service, names, and surnames of the Service users), sent to the Company email address: <a href="mailto:info@atvbuggy-dubrovnik.com">info@atvbuggy-dubrovnik.com</a>.

The Company retains the right to decide upon its own discretion regarding the cancelations requests which do not comply with the Standard cancelation policy.

It is the responsibility of the Client or Service user to be at the meeting place at the time and date indicated in the reservation. In some cases, the exact location and time of the meeting will be communicated after the reservation has been made (via e-mail or other specified contacts, via whatsup, viber or similar communication platforms). The Client or Service user is responsible for checking such messages after the reservation has been made and should be at the meeting place at the agreed time. If he/she is not at the agreed meeting place at the agreed time, the Company has the right to classify such a reservation as a "No Show", without the Client's right to refund.

If the reservations are made through the web sites of the partners with which the Company cooperates (e.g. the platforms Viator, GetYourGuide etc.), the cancellation rules determined by the general terms and the conditions of these partners will be applicable.

## 3. TERMS OF CANCELLATION AND CHANGES BY THE COMPANY

The Company may, from time to time, make some changes to the service after the reservation and respective payments are made, including but not limited to the changes of date, price, itinerary, age requirements and/or any other features and/or requirements of the reserved service. As a result, the Company reserves the right to cancel, change or replace any service you have reserved, at any time, for any reason. If the change proposed by the Company is significant (e.g. change of date and/or time and/or significant change of itinerary), and the Service user is not satisfied with the offered alternative, he/she shall be entitled to a full, interest free refund of the paid purchase price.

# 4. TERMS FOR USING "TOURS" SERVICE

# **Quad Tours**

Service users can participate in this type of service as drivers (people who drive the Quad vehicle) or as passengers (people who do not drive the vehicle but sit in the passenger seat, behind the driver during the ride).

The driver who operates the Quad vehicle must be at least 18 years old and must have a valid driver's license. The passengers on the Quad vehicle must be at least 10 years old or tall enough to be able to keep their feet on the footrests and their hands on the handrails. Parents and guardians of children who participate in this service are responsible for the truthfulness of the given information regarding the children, they must take care of them during the ride and bear full responsibility for their safety while using the service.

All Clients and Service users of this service are obliged to inform the Company truthfully and precisely about the driver's license (refers to the persons who will drive the vehicle), as well as about any other circumstances that could in any way affect the safety of the Service users while using the vehicles. This, for example, but not exclusively, refers to the eventual health conditions, the consumption of any opiates and other circumstances or obstacles that could in any way affect the use of the service and safety.

To avoid injuries, during the "Quad Tours" service (it applies to both drivers and passengers), it is necessary to use closed shoes brought by the Service user (for the entire duration of the service), a protective helmet with a visor (provided by the Company) which must be lowered for the entire time of ride. In addition to the above, it is recommended to wear long-sleeved clothing during the ride.

If you do not comply with these conditions for using the "Quad Tours" service, you agree that the Company will not have any responsibility for any unwanted events such as injury, damage to personal belongings, etc.

## **Buggy Tours**

Regarding this service, it is the main principle that Buggy vehicles are driven by drivers hired by the Company, with the exceptional possibility that the Client or Service user can be designated as the drivers upon his/her request. This possibility is the sole discretion of the Company, and the driver can be designated only if the Company decides in that regard. In this case, the Company ensures the participation of the Tour Leader who drives one of the vehicles and leads the Tour.

If the Service user is designated as a driver pursuant to the previous paragraph, he/she must be at least 18 years old and have a valid driver's license. The passenger (the person who does not drive the vehicle but sits on one of the three passenger seats during the ride) in the Buggy vehicle must be at least 4 years old or 135 cm tall, but in any case must be tall enough to be able to sit down properly, in such a way that the back is placed on the backrest and the upper part of the body is secured with a safety belt. He/she must be able to hold onto the handrail

with both hands, while holding the feet on the footrests. Parents and guardians of children who participate in this service are responsible for the truthfulness of the given information regarding the children, they must take care of them during the ride and bear full responsibility for their safety while using the service.

All Clients and Service users of this service are obliged to inform the Company truthfully and precisely about the driver's license (refers to the persons who will drive the vehicle), as well as about any other circumstances that could in any way affect the safety of the Service users while using the vehicles. This, for example, but not exclusively, refers to the eventual health conditions, the consumption of any opiates and other circumstances or obstacles that could in any way affect the use of the service and its safety.

To avoid injuries, during the "Buggy Tours" service (it applies to both drivers and passengers), it is necessary to use closed shoes brought by the Service user (for the entire duration of the service), a protective helmet with a visor (provided by the Company) which must be lowered for the entire time of ride. In addition to the above, it is recommended to wear long-sleeved clothing during the ride.

If you do not comply with these conditions for using the "Buggy Tours" service, you agree that the Company will not have any responsibility for any unwanted events such as injury, damage to personal belongings, etc.

## 5. GENERAL PROVISIONS RELATED TO "TOURS"

The consumption of alcohol and/or other opiates is strictly prohibited during, as well as before, the use of "Tours" services.

The Service user undertakes to follow all the instructions of the Tour Leader while using the "Tours" (Quad tours or Buggy tours) service. The above stated refers to the instructions regarding speed compliance, compliance with the required distance between vehicles, use of protective equipment, behavior while using the service, stopping at agreed time and place and other instructions from the Tour Leader.

In addition to the above, the Service users (refers to both drivers and passengers) are independently and solely responsible for compliance with all regulation and/or traffic rules related to driving and/or safety for the duration of the service. They are obliged to take care of their own safety and the safety of other participants, as well as the safety of the equipment provided by the Company.

In case of non-compliance with the provisions from the previous three paragraphs, you agree that the Company will not have any responsibility for any unwanted events such as injury, damage to personal belongings, etc. In such situations the employee of the Company may prohibit you from using the service, without the possibility of returning the funds.

The Company hands over vehicles in technically impeccable condition, without any damage or defects (which the Service user confirms by signing the Statement/Minutes). If the Service user notices any damage on the vehicle before taking over the vehicle, he/she is obliged to

inform the Company's employee about it and they will both make remark of the damage along with the photos in the Statement/Minutes before the vehicle is handed over to the Service user. If Service user does not report the damage as stated here, it will be considered that the vehicle was handed over in impeccable condition. Client and Service user are jointly and severally liable for all damage to the vehicles and equipment that occurred during their use.

Clients and Service users of the "Tours" services are fully responsible for using the vehicles and all equipment in accordance with the instructions given, as well as for strictly following all instructions of the Tour Leader during the use of the service. Tour Leader and the Company hands over the vehicles and all necessary equipment but cannot held any responsibility if the Service users use them contrary to the relevant regulations or given instructions. Each Service user must independently and solely assess potential dangers and avoid them at his/her own risk and disposal.

The Company, through its employees, provides a mandatory safety briefing before the start of the tour as part of the "Tours" service. The purpose of this briefing is to inform the Service users about the requirements related to driving vehicles (applies to drivers), the use of vehicles and other information related to the service and safety, which all participants or Service users must abide by. If, for any reason, Service user has not clearly understood the information related to the use of the service and/or safety, he/she is obliged to inform the Company's employee about this and to ask for additional clarifications.

As part of the Safety briefing, the Company conducts a test drive for the drivers the vehicle at the training ground.

If the Company determines that driver does not have sufficient driving knowledge and did not demonstrate necessary skills for safe driving on the test drive, it can upon its own discretion prohibit such a person form driving. In this case, Service user may participate in the Tour as a co-driver (if such an option exists) or can opt out of participation, and in the event of opting out of participation, the Company will ensure a full refund of the paid funds.

#### 6. TERMS FOR USE OF THE "RENT" SERVICE

# **Quad Rent**

The Service user must be at least 21 years old and must have a valid driver's license and therefore he/she is the only person authorized to drive the rented vehicle. Presence of a co-driver in a vehicle must be in accordance with the relevant national regulations governing the traffic safety.

All Clients and Service users of this service are obliged to inform the Company truthfully and precisely about the driver's license (refers to the persons who will drive the vehicle), as well as about any other circumstances that could in any way affect the safety of the Service users while using the service. This, for example, but not exclusively, refers to the eventual health conditions, the consumption of any opiates and other circumstances or obstacles that could in any way affect the use of the service and its safety.

To avoid injuries, during the "Quad Rent" service (it applies to both drivers and passengers), it is necessary to use closed shoes brought by the Service user (for the entire duration of the service), a protective helmet with a visor (provided by the Company). It is recommended that during the use of the vehicle (it applies to both drivers and passengers) Service user have a sunglasses broth by their own.

Consumption of alcohol and/or other opiates is strictly prohibited during and before using the vehicle.

The Service user is obliged to comply with all respective rules and restrictions in the traffic, all applicable regulations and instructions received from the Company at all times while using this service.

If you do not comply with these conditions for using the "Quad Rent" service, you agree that the Company will not have any responsibility for any unwanted events such as injury, damage to personal belongings, etc.

The Company issues vehicles in technically impeccable condition, without any damage or defects (which the Service user confirms by signing the rental agreement). When picking up and returning the vehicle, the provisions from Article 5.5. of these General Terms shall apply.

## **Buggy Rent**

The Service user must be at least 21 years old and have a valid driver's license and therefore he/she is the only person authorized to drive the rented vehicle. Presence of a co-driver in a vehicle must be in accordance with the relevant national regulations governing the traffic safety.

All Clients and Service users of this service are obliged to inform the Company truthfully and precisely about the driver's license (refers to the persons who will drive the vehicle), as well as about any other circumstances that could in any way affect the safety of the Service users while using the service. This, for example, but not exclusively, refers to the eventual health conditions, the consumption of any opiates and other circumstances or obstacles that could in any way affect the use of the service and its safety.

To avoid injuries, during the "Buggy Rent" service (it applies to both drivers and passengers), it is necessary to use closed shoes brought by the Service user (for the entire duration of the service), a protective helmet with a visor (provided by the Company). It is recommended that during the use of the vehicle (it applies to both drivers and passengers) Service user have a sunglasses broth by their own.

Consumption of alcohol and/or other opiates is strictly prohibited during and before using the vehicle.

The Service user is obliged to comply with all respective rules and restrictions in the traffic, all applicable regulations and instructions received from the Company at all times while using this service.

If you do not comply with these conditions for using the "Buggy Rent" service, you agree that the Company will not have any responsibility for any unwanted events such as injury, damage to personal belongings, etc.

The Company issues vehicles in technically impeccable condition, without any damage or defects (which the Service user confirms by signing the rental agreement). When picking up and returning the vehicle, the provisions from Art. 5.5. of these General Terms shall apply.

# 7. LIABILITY FOR DAMAGE, PARTICIPATION IN DAMAGE AND DEDUCTIBLE FRANCHISE

In the case of Company's decision pursuant to the Company's own discretion, the responsibility of the Client and the Service user may be limited to the amount of participation in the damage (franchise), by paying a predetermined fee to the Company, in accordance with of the Company's Price List.

When returning the vehicle and equipment, the Company's employee will inspect them, determine any damage and charge the Client and/or Service user in accordance with the Company's Price List or in the full amount of the damage, all at his own discretion.

If the vehicle is in such condition that it is not possible to immediately estimate the total amount of the damage, the estimated part of the damage will be charged. Additional damage will be charged after it is estimated by the experts and this will be the ground for further action towards the Client or Service user.

## 8. TERMINATION AND CANCELLATION OF THE AGREEMENT

Regarding the "Rent" services, the Client does not have the right to terminate the contract under any circumstances if the rental agreement has already been concluded and Client or Service user has taken over the vehicle. Regarding "Tours" service, the Client has no right to a refund, unless it is provided by Article 2 of these General Terms.

Regarding the "Rent" service, if Client or Service user returns the vehicle before the agreed end of the lease, the fee is calculated in accordance with the conditions under which it was concluded, regardless of subsequent changes or shortening of the lease period. If the Client or Service user continues to use the vehicle after the agreed end of the lease, the Company has the right to charge the rent until the vehicle is returned according to the actual Price List, as well as charge the additional fees for late return of the vehicle. Even after the termination of the agreement, the Client or Service user is considered responsible for traffic violations committed during the duration of the agreement. If the Company is obliged to pay these fines, they will be charged to the Client or Service user, together with administrative costs. state taxes, fees, etc. in accordance with the actual legal regulations.

The Company has the right to change or cancel the reservation if extraordinary circumstances occur that cannot be avoided or eliminated, and in that case the Client will be offered a replacement or an alternative date. Id the Client accepts this alternative it will charged by the price of previously booked Reservation.

If the Client wishes to change or cancel the Reservation, he is obliged to do so in writing, in accordance with the provisions of Article 2.5. of these General Terms.

If the Client cancels a confirmed Reservation or requests a change that is not possible and therefore abandons the confirmed Reservation, the provisions from Article 2.3. of these General Terms shall apply.

#### 9. FEES FOR SERVICES

"Rent" and "Tour" services can be paid as follows:

- by card in the Company's business premises or on site via a POS device;
- by payment to the Company's business account;
- by cash.

The price of the service includes the basic service described in the description of services on the Company's website.

Additional services are services that are not included in the basic price (services agreed later or special services that can be agreed with prior notice, but with a surcharge) and therefore the Client pays for them additionally, depending on the type of agreed service.

# 10. OBLIGATIONS OF THE COMPANY

The Company's duty is to take care for providing the services and to consider the rights and interests of the Clients and Service users in accordance with good customs in tourism.

The Company excludes all liability in case of changes and non-performance of services caused by force majeure and/or external unforeseeable events that the Company could not influence (for example, but not exclusively, pandemic, weather disasters, war, etc.).

The Company is not responsible for damage or loss of property of the Service users during the duration of the provided service.

## 11. ADDITIONAL OBLIGATIONS OF THE CLINET AND SERVICE USER

- The Client and the Service user are obliged:
- To return the Quad/Buggy vehicle with all associated accessories and equipment at the place and time specified by the Company, or at the request of the Company;
- To take care about Quad/Buggy vehicle with the due diligence;
- Not to use Quad/Buggy vehicle for illegal purposes (eg in connection with criminal acts, customs and foreign currency violations), for driver training, for the transport and towing of other vehicles, trailers, for participation in motor sports events;
- Not to rent, loan or give Quad/Buggy vehicle to third parties;
- Not to burden Quad/Buggy vehicle with persons or objects beyond the permitted maximum weight;
- Not to cross the borders of the Republic of Croatia without express written permission from the Company.

The costs of fuel used during the "Rent" services are borne by the Client and/or the Service user. When returning the vehicle, the fuel level must be the same as when it handed over. If the Service user does not return vehicle as stated above, the Company will charge him the cost of fuel up to the level that was at the time of takeover and increased by the cost of the refueling service, which is EUR 30.00.

Even after the end of the "Rent" and "Tour" services, the Client and/or Service user are responsible for traffic and parking violations committed during the service period.

The Company reserves the right to cancel the reservation at any time, if it is determined that Client and/or Service user have kept for themselves information regarding the fact that may cause damage to the Company or if they violate their obligations arising from these General Terms or from any relevant regulations, in which case the Client will not have the right to refund and will be charged, with all eventual costs arising from this situation.

In case of providing incorrect information by the Client and/or Service user during the reservation process, the Company reserves the right to cancel the reservation on the spot, and the Client waives the right to compensation for damages and/or complaints.

In cases of non-compliance with these obligations, the Client and/or the User of the service bear the costs themselves and are responsible for the resulting damage, without the right to compensation for damage and/or complaints. By confirming the reservation, Client and/or the Service user undertake that, if they cause any damage, they will reimburse it on the spot. The Client and the Service user are jointly and severally liable for all damages and liabilities arising from the violation of these General Terms and/or arising from the Client's and/or the Service user's violation of any respective regulations or rules while using the Company's services, as well as for all potential damage resulting from the Service user's consummation of the services.

#### 12. INSURANCE AND LIABILITY FOR DAMAGES

All Quad/Buggy vehicles used by the Company in providing services are insured against liability for damage caused to a third party based on mandatory vehicle insurance. Pursuant to the above, if the Service user is responsible for the damage and/or if he/she caused the accident, he/she will be liable to the insurance companies in case of any claims on their part. The above does not apply to situations in which the insurance policy does not cover a harmful act or the resulting damage, in which case all responsibility for the resulting damage will be borne by the Client and/or Service user.

If the Service user caused an accident or caused any damage to the Company's vehicles and/or equipment, the Client or the Service user will bear all responsibility in this regard and will be obliged to compensate all the damage to the Company. As previously stated, the Company can limit the amount of damages according to its own Price List, but in case of Service user's non-compliance with the legal provisions or the provisions of these General Terms, the Client or Service user will be responsible for the full amount of damages.

## 13. PROCEDURE IN THE EVENT OF AN ACCIDENT

The Client and/or Service user undertakes to protect the Company's interests in the event of a traffic accident and/or any other unwanted event and to take all necessary and useful measures to minimize the damage and to record such an event in a proper manner.

Further to the above, the Client and/or Service user confirms that in the event of a traffic accident and/or any other unwanted event when using the "Rent" or "Tours" services (if the Tour Leader is not on site and/or is unable to act) they will:

- inform the Company about such an event as soon as possible and invite it to the place of the event:
- record the names and addresses of witnesses to the event;
- inform the nearest police station about the damage and/or accident as soon as possible, file a report and wait for the police officers to make an official report from the accident scene;
- in case of major damage or if there are injured persons in the accident, as well as in all cases of obvious fault of third persons, immediately call and wait for the arrival of the police to carry out an official insight and report this to the Company;
- when returning the Quad/Buggy vehicle, attach all police reports on the incident as well as breathalyzer test results.

In the case of the above-mentioned events occurring during the use of the "Tour" services, if the Tour Leader is available, the Service user undertakes to act according to the Tour Leader's instructions and perform all the above-mentioned steps and actions.

If the Client and/or Service user fails to take the above steps in the event of an accident and/or damage, they are responsible for all consequences and damage that the Company would incur because of that failure.

# 14. IRREGULARITIES COMPLAINTS AND RECLAMATIONS

The Client and/or Service user is obliged to complain about irregularities primarily at the place where the service is provided. In the event that the complaint can be resolved on the spot, and the Client and/or the Service user did not object to the irregularities on the spot, it is considered that they agree with the service and thus have lost the right to file later complaints with a request to reduce the price of the service or clam the damages. If there is no improvement even after a complaint, the Client and/or the Service user must request a conformation which confirms that the service was not provided, or that it was not provided as it was agreed on. The Client and/or Service user must attach the confirmation to the written complaint, which must be submitted within 8 days after the end of the service, via e-mail: info@atvbuggy-dubrovnik.com or at the address: Tišinska ulica IV. odvojak 5, Zagreb or in person, by coming to the Company's business premises (20207 Mlini, Srebreno, Vukovarska 10/1). If the Client and/or Service user submits a written complaint after this deadline, the Company is not obliged to take such complaint into account. The Company is obliged to render a written decision on the complaint within 14 days of receiving the complaint and may postpone the deadline for the decision on the complaint for an additional 14 days to collect the necessary information. While the claim resolution process lasts, the Client and/or Service user irrevocably renounces of initiating any other procedure before any authority along with giving statements and providing information to the media. Likewise, during this time, the Client and/or Service user waives the right to file a lawsuit. The Client and/or Service user and the Company will try to resolve disputes amicably, otherwise they agree to the jurisdiction of the court in Dubrovnik.

The Client and/or Service User may submit a proposal for dispute resolution before the relevant authority for alternative resolution of consumer disputes in accordance with the law regulating alternative resolution of consumer disputes. Information on currently notified bodies for alternative resolution of consumer disputes is available on the website of the Ministry of Economy:

https://www.szp.hr/sve-potrosacke-teme-na-jednom-mjestu/alternativno-rjesavanje-potrosackih-sporova-arps/37

The platform for online resolution of consumer disputes is available at the link:

https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase

#### 15. FINAL PROVISIONS

By confirming the reservation, i.e. by paying a down payment or the entire amount of the service, or by signing the Statement/Record of vehicle takeover, the Client and/or Service user fully accept these General Terms, and thus everything stated in these General Terms becomes a legal obligation.

The court in Dubrovnik has the jurisdiction for resolving all disputes arising from or related to these General Terms and the contract between Client, and /or Service user and the Company.

The applicable law for this contractual relationship is the law of the Republic of Croatia, excluding the rules of private international law.

If these General Terms are communicated to the Client and/or Service User in a language other than the language in which the contract was concluded, this is done solely for the sake of easier navigation/understanding. In case of differences in interpretation, the applicable version is Croatian.

These General Terms will be published in accordance with the applicable regulations in the Republic of Croatia on the Company's website: <a href="www.atvbuggy-dubrovnik.com">www.atvbuggy-dubrovnik.com</a> where they will be available.

These General Terms are legally binding from 1 April 2023.

Dubrovnik transferi d.o.o.

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