

## OPŠTI USLOVI O ZAKUPU VOZILA

### Član 1.

Ovim Opštim uslovima o zakupu vozila uređuju se standardni uslovi pod kojima MAG CENTAR izdaje vozila u zakup i primenjuju se na sve korisnike vozila – Zakupce iz Ugovora o zakupu vozila (u daljem tekstu: Ugovor) i koji, pored važećeg Cenovnika, čine njegov sastavni deo.

Opšti uslovi o zakupu vozila i važeći Cenovnik istaknuti su i na internet stranici MAG CENTRA, na internet adresi: [www.magcentar.rs](http://www.magcentar.rs)

### Član 2.

Zakupodavac predaje na upotrebu tehnički ispravno vozilo koje je predmet Ugovora o zakupu, za broj dana definisan Ugovorom o zakupu vozila, a Zakupac se obavezuje da mu za to plati odgovarajuću cenu naznačenu u važećem cenovniku Zakupodavca na dan zaključenja Ugovora, i koji čini sastavni deo Ugovora o zakupu vozila.

### Član 3.

Vozač svojeručnim postpisom Ugovora o zakupu se saglašava sa sledećim:

- da ima bar 23 godine starosti i važeću vozačku dozvolu minimum tri godine;
- u slučaju da se vozilo koristi i/ili van teritorije Republike Srbije, da poseduje važeću međunarodnu vozačku dozvolu, zeleni karton i ovlašćenje Zakupodavca izdato od strane nadležnog organa AMSS;
- da prima vozilo na upotrebu u ispravnom stanju, sa svim pripadajućim priborom i dokumentima neophodnim za redovnu upotrebu, i da će isto vratiti u identičnom stanju, a po isteku trajanja Ugovora, ili ranije na zahtev MAG CENTRA;
- da vozilo koristi u skladu sa Ugovorom o zakupu, odnosno namenom stvari, i da isto održava i čuva za vreme trajanja Ugovora;

## CAR RENTAL GENERAL TERMS AND CONDITIONS

### Article 1.

These Car rental General terms and conditions (hereinafter: General terms) regulate standard car rental conditions of MAG CENTAR and shall apply to all users – Lessees from the Car rental agreement (hereinafter: the Agreement). General terms and current car rental Price list are integral part of the Car rental agreement.

General terms and current car rental Pricelist are available on the MAG CENTAR internet presentation, on the address: [www.magcentar.rs](http://www.magcentar.rs)

### Article 2.

Lessor gives a technically fully functional vehicle-subject of the Car rental agreement, for the number of days specified in the Car rental agreement. Lessee shall pay the price defined in the car rental Pricelist valid on the day of signing the Car rental agreement, being an integral part of the same.

### Article 3.

Driver with its own signature hereby irrevocably consents that:

- he/she is at least 23 years old and holds a valid driver`s license for minimum three years;
- he/she holds a valid international driver`s license, green card and Lessor`s authorization, all issued by the competent state authority, if the vehicle is to be used on and/or of territory of the Republic of Serbia;
- he/she is given a technically fully functional vehicle, with all belonging parts, tools and documentation necessary for regular use; he/she will return all previously cited in the identical state, after the termination of the Car rental agreement, or before that on MAG CENTAR`s demand;
- he/she shall use the vehicle according to Car rental agreement and item`s purpose; he/she shall maintain and guard the vehicle during the term of the Car rental agreement;

- da odmah obustavi vožnju ako se za vreme korišćenja pokvari brojač kilometara i o kvaru brojača najbržim putem obavesti MAG CENTAR;
- da, ukoliko se prilikom vraćanja vozila, ustanovi da je brojač kilometara oštećen, plati MAG CENTRU iznos troškova za 500 kilometara za svaki dan korišćenja vozila;
- da vozilo koristi u skladu sa odredbama Zakona o bezbednosti saobraćaja na putevima, i ostalim relevantnim zakonskim odredbama;
- da iznajmljeno vozilo ne koristi:

- a) pod uticajem alkohola ili droga
- b) u protivzakonite svrhe (npr. krivično delo, carinski i devizni prekršaj)
- c) za obuku vozača
- d) za prevoz putnika ili robe uz nadoknadu
- e) za vuču drugih vozila, prikolica
- f) za učestvovanje u motosportskim priredbama
- g) za prevoz životinja, lako zapaljivog i eksplozivnog materijala, materijala sa jakim i neprijatnim mirisima, te kabastog materijala koje može oštetiti vozilo;

- da bez saglasnosti MAG CENTRA neće vršiti nikakvu promenu delova, sklopova ili uređaja na vozilu.

#### Član 4.

Mimimalno korišćenje usluga je 1 dan (24 časa – ograničeno na 100km/dan). Toleriše se 60 minuta zakašnjenja vraćanja vozila, a potom se automatski zaračunava novi dan najma prema važećem cenovniku.

Mesto preuzimanja i vraćanja vozila je poslovnica MAG CENTRA, Ul. Partizanske Avijacije br. 1, Beograd, u radno vreme MAG CENTRA, odnosno od 9h do 17h svakog radnog dana, po lokalnom vremenu.

- in the case of the kilometer gage malfunction during the term of the Car rental agreement, to cease the usage of the vehicle, and to notify MAG CENTAR without any delay;
- to pay to MAG CENTAR the amount equal to 500km/day for every day of the usage of the vehicle, if the kilometer gage damage is spotted when returning the vehicle;
- to use the vehicle according to the regulations of the Law on traffic and road safety, and other relevant legal regulations;
- not to use the vehicle:

- a) while under influence of alcohol and/or drugs
- b) in unlawful purposes (criminal acts, customs or monetary offence)
- c) for providing driver lessons
- d) for passenger or merchandise transportation with compensation;
- e) for towing other vehicles or trailers
- f) for participating in motocross and moto-sport shows
- g) for transport of animals, flammable and explosive materials, materials with strong and unpleasant odors, bulk materials that can damage the vehicle;

- Not to perform any parts, joints or device replacements on the vehicle without prior consents of MAG CENTAR.

#### Article 4.

Minimum term of car rental is 1 day(24 hours – limited to 100 km/day). When returning the vehicle, 60 minutes delay will be tolerated. If the Driver exceeds this delay duration, new day of car rental will be calculated according to the current Pricelist.

Delivery and returning point is MAG CENTAR office, Partizanske avijacije no. 1 Street, Belgrade, every workday within working hours of MAG CENTAR, i.e. 9 a.m. – 5 p. m. Serbian local time.

The payment is made in advance with mandatory down-payment, defined in the Pricelist, and according to the invoice issued by MAG CENTAR.

Plaćanje se vrši akontaciono uz obavezan depozit, propisan po Cenovniku, a po prethodno izdatoj fakturi/priznanici od strane MAG CENTRA.

Dodatno se naplaćuju:

- usluge iznajmljivanja vozila sa vozačem,
- dostava ili preuzimanje vozila van Beograda i van radnog vremena,
- pranje jako zaprljanog vozila,
- sva oštećenja enterijera i eksterijera, van policijski registrovanog udesa,
- izgubljeni ključ vozila, i/ili izgubljeni ključ alarmnog uređaja,
- dopunska naknada za mlade vozače (ispod 23 godine starosti ili sa manje od 3 godine iskustva);
- dodatna oprema;
- osiguranje vozila, osiguranje od krađe, osiguranje lica, a sve prema važećem Cenovniku.

Prelazak preko granice nije dozvoljen za sledeće zemlje i teritorije: Albanija, AP Kosovo i Metohija i Moldavija.

### **Član 5.**

Vozač se obavezuje da blagovremeno obavesti Zakupodavca o potrebi redovnog održavanja vozila, a naročito o potrebi da se izvrši veliki redovni servis i/ili registracija vozila, kao i da omogući Zakupodavcu njihovo sprovođenje.

Vozač se obavezuje da naknadi MAG CENTRU iznose novčanih kazni/doplatnih karata za usluge parkinga zbog kršenja zakonskih propisa u vezi korišćenja vozila/neplaćanja parkinga, a izrečenih protiv MAG CENTRA, kao vlasnika vozila, kao i troškove nastale u vezi sudske naplate potraživanja MAG CENTRA.

### **Član 6.**

Vozač se obavezuje da iznajmljenim vozilom upravlja isključivo lično i samo za vlastite potrebe.

Extra charge will apply to:

- car rental with driver services,
  - vehicle delivery or return outside territory City of Belgrade and outside working hours,
  - cleaning very soiled vehicle
  - all interior and exterior damages, not registered in the police accident report,
  - lost car keys, and/or lost alarm device keys,
  - extra charge for young drivers (under 23 years old or with less than 3 years of driving experience),
  - additional equipment,
  - collision damage waiver, theft protection, personal accident insurance,
- all according to the Pricelist.

Crossing the border is not permitted for the following countries and/or territories> Albania, Kosovo and Metohija Autonomous Region and Moldova.

### **Article 5.**

Driver shall promptly notify the Lessor about the need to perform regular maintenance of the vehicle, especially the big general service and/or registration. Driver shall enable the Lessor to perform the previously cited.

Driver shall indemnify MAG CENTAR in full amount for every fine/surcharge parking tickets resulted from braking legal regulations related to the use of the vehicle/unpaid parking that have been issued against MAG CENTAR as the vehicle owner, and every other cost related to court collection of receivables of MAG CENTAR.

### **Article 6.**

Driver shall use the vehicle personally and for his personal benefit only.

However, Driver may empower the third person to use the vehicle (Second driver) with prior written consent of MAG CENTAR and only under the condition that that person is at least 23 years old, holds a valid driver`s license of at least 3 years, and valid international driver`s license, green card and Lessor`s authorization, all issued by the competent state authority. That

Izuzetno, Vozač može ovlastiti treće lice da upravlja iznajmljenim vozilom („Drugi vozač“), pod uslovom da to lice ima najmanje 23 godine starosti, važeću vozačku dozvolu najmanje tri godine, odnosno i važeću međunarodnu vozačku dozvolu, zeleni karton i ovlašćenje Zakupodavca izdato od strane nadležnog organa AMSS, i koje je naznačeno u ovom Ugovoru kao „Drugi vozač“, samo uz prethodnu pisanu saglasnost MAG CENTRA. Vozač odgovara za radnje Drugog vozača kao za sopstvene radnje, solidarno neograničeno.

Vozač može iznajmljeno vozilo dati u zakup trećem licu (podzakup), ili po drugom osnovu predati isto trećem licu na upotrebu samo uz prethodnu pisanu saglasnost MAG CENTRA. U slučaju da je zakupac lice koje se u okviru svoje registrovane poslovne delatnosti bavi iznajmljivanjem i davanjem u zakup vozila, ovakva saglasnost MAG CENTRA nije potrebna.

#### Član 7.

Prilikom korišćenja vozila, Vozač je, u skladu sa važećim zakonskim propisima i pravilima osiguranja, osiguran u slučaju odgovornosti za štetu pričinjenu trećim licima. Vozač se obavezuje da u ovom slučaju naknadi MAG CENTRU za nastalu štetu u visini od 10% utvrđenog iznosa iste.

U toku trajanja zakupa vozila, ukoliko nisu posebno ugovoreni između MAG-a i Vozača na način predviđen čl. 8, 9 i 10 Opštih uslova, nisu uključeni sledeći rizici, i u kojim slučajevima Vozač plaća celokupni iznos nastale štete:

- havarija iznajmljenog vozila nastalu u saobraćajnom udesu – Vozač plaća celokupni iznos nastale štete
- oštećenja na vozilu van registrovanog saobraćajnog udesa (oštećenja na parking, i sl.) – Vozač plaća celokupni iznos nastale štete;
- krađu vozila za vreme zakupa – Vozač plaća iznos u vrednosti celog vozila;
- invalidnost i smrt vozača i putnika u vozilu kao posledicu saobraćajnog udesa.

Pored odgovornosti predviđene stavom 1 ovog člana, Vozač se obavezuje da naknadi svu štetu koja nastane na vozilu za vreme njegovog korišćenja, kao i za štetu koja nastane zbog

person shall be cited in the Car lease agreement as „the Second driver”. Driver is fully responsible for the actions of the Second driver, jointly with the Second driver and without limitations.

Driver may sublease the vehicle, or give the vehicle to third party on any other grounds only with prior written consent of MAG CENTAR. If the Lessee has car rental services as its registered business, this prior consent of MAG CENTAR is not needed.

#### Article 7.

While using the vehicle, Driver is ensured against responsibility for the damages occurred to third person, all according to positive legal regulation. Driver shall indemnify MAG CENTAR for all occurred damages in the amount of 10% of the defined damages cost.

During the lease, if not specially agreed between MAG CENTAR and Driver as described in art. 8, 9 and 10 of General terms, following risks are not included, and Driver shall pay whole amount of the occurred damages:

- Damages to the vehicle occurred in the traffic accident – Driver shall pay full amount of the occurred damages.
- Damages to the vehicle not resulted from registered traffic accident (damages caused while parked, etc.) – Driver shall pay full amount of the occurred damages.
- Vehicle theft during the lease – Driver shall pay full amount of the value of the vehicle.
- Invalidity and death of the driver or the passenger resulted from traffic accident.

In addition to the obligations defined in par. 1 of this article, Driver shall bare the cost of all occurred damages during the use of the vehicle, and of the damages occurred related to lack of use

nekorišćenja (stajanja oštećenog vozila za sve vreme trajanja popravke, ukoliko je do oštećenja vozila došlo njegovom krivicom). Iznos štete nastale zbog nekorišćenja (stajanja) utvrđuje se u iznosu cene dnevnog zakupa konkretnog vozila po važećem cenovniku.

Vozač uvek odgovara za:

- a) štetu učinjenu na vozilu koju je on ili po njemu ovlašćeni vozač (drugi vozač) načinio pod uticajem alkohola ili droga;
- b) ako je šteta prouzrokovana namerno ili usled grube nepažnje u vožnji (bahatosti).
- c) ako vozač u trenutku štete nije imao važeću vozačku dozvolu;
- d) krađu, ako vozilo u momentu krađe nije bilo zaključano ili obezbeđeno alarmom.

#### **Član 8.**

Vozač se može osigurati za gubitak nastao krađom ili nestankom iznajmljenog vozila u toku zakupa ugovaranjem i plaćanjem Osiguranja od krađe vozila. Vozač se obavezuje da u ovom slučaju naknadi MAG CENTRU za nastalu štetu u visini od 10% utvrđenog iznosa iste.

U slučaju neprijavlivanja krađe Zakupodavcu i nadležnom organu policijske uprave, Vozač će na ime naknade štete Zakupodavcu isplatiti iznos u vrednosti iznajmljenog vozila. Za korišćenje vozila u inostranstvu obavezno je ugovaranje Osiguranja od krađe vozila.

#### **Član 9.**

Vozač može osigurati vozača i putnike u vozilu za invalidnost/smrt nastalu udesom vozila, ugovaranjem i plaćanjem Osiguranja lica.

of the same (parking of the damaged vehicle during the course of the repair, in the case the Driver is responsible for the damages). The amount of damages related to lack of use (parking) will be determined by applying the cost of daily car rental fee for the selected vehicle according to the pricelist.

Driver shall always be held liable for the following:

- a) damages occurred to the vehicle that Driver or his designated driver (Second driver) caused while under influence of alcohol or drugs
- b) deliberate damages or damages caused with gross negligence while driving
- c) Driver does not have a valid driver`s license in the moment of the traffic accident
- d) Theft, if the vehicle was not properly locked or secured with the alarm device in the moment of the theft.

#### **Article 8.**

Driver can agree and pay for Theft insurance, and therewith be insured for the case of vehicle theft or disappearance during the lease. Driver shall in this case indemnify MAG CENTAR for all occurred damages in the amount of 10% of the defined damages cost.

Should theft is not reported to the Lessor and competent police authority, Driver is obligated to indemnify the Lessor in the amount of the vehicle full value.

Collision damage waiver is obligatory for the use of the vehicle outside the territory of the Republic of Serbia.

#### **Article 9.**

Driver can ensure itself and other passengers in the vehicle in the case of serious injury/death resulted form the traffic accident by agreeing and paying the Personal accident insurance.

### **Član 10.**

Vozač se može osigurati za štete na vozilu nastale u saobraćajnom udesu i van njega ugovaranjem i plaćanjem Osiguranja vozila.

### **Član 11.**

Vozač se obavezuje da će u slučaju saobraćajne nezgode štititi interese MAG CENTRA i njegovog osiguravajućeg društva time što će:

- zabeležiti imena i adrese učesnika i svedoka nezgode;
- sačiniti i pravilno popuniti Evropski izveštaj o saobraćajnoj nezgodi;
- obavestiti i sačekati dolazak organa saobraćajne policije i obezbedi njihov zapisnik;
- o nastalom događaju i o šteti, čak i kada je neznatna, odmah obavestiti Zakupodavca.

U slučaju bilo kakve štete u vezi sa vozilom nastalom u toku zakupa, bez obzira na uzrok, u slučaju havarije i/ ili krađe vozač se obavezuje da o istom odmah obavesti Zakupodavca i nadležne organe i postupi u skladu sa njihovim instrukcijama, kao i da obezbedi policijski zapisnik o nastalom događaju.

Ako Vozač propusti da preduzme gore navedene mere, a naročito u slučaju nezgode, biće odgovoran za sve posledice i štete koje MAG CENTAR može imati zbog toga.

### **Član 12.**

MAG CENTAR ne odgovara za štetu nastalu gubitkom ili oštećenjem prtljaga i/ili robe u, ili na vozilu.

### **Article 10.**

Driver can agree and pay for the Collision damage waiver, and ensure itself from damages on the vehicle resulted from traffic accident and other causes.

### **Article 11.**

In case of traffic accident, Driver is obligated to protect the interests of MAG CENTAR and its insurance company by:

- recording names and addresses of all protagonists and witnesses of the event;
- produce and properly fill in the European accident statement form;
- notify the competent police authority and wait for their arrival, and deliver their accident report;
- notify the Lessor without any delay about the occurred event and any damages, with no regardless the value.

Should any damages occur during the term of the lease, regardless the cause, in case of damages and/or theft, Driver shall notify the Leasor and competent police authority without any delay and act according to their directions and instructions, and to deliver a police report on the occurred event.

Should Driver omit to act as described in the previous paragraphs of this article, especially in the case of traffic accident, he will be held responsible for all consequences and damages related to these actions and suffered by MAG CENTAR.

### **Article 12.**

MAG CENTAR is not responsible for damages related to loss or damages of the baggage and/or merchandise in or on the vehicle.

### **Član 13.**

U slučaju kršenja bilo koje odredbe Opštih uslova od strane Vozača, MAG CENTAR zadržava pravo da jednostrano raskine Ugovor uz prethodno pisano obaveštenje Vozača, kao i da traži od Vozača naknadu sve nastale štete.

### **Član 14.**

Produženje trajanja Ugovora moguće je na zahtev Vozača, uz prethodno pisano obaveštenje MAG CENTRU najmanje 24h pre isteka perioda na koji je i zaključen.

### **Član 15.**

Za sva pitanja koja nisu predviđena ovim Opštim uslovima primenjuju se odredbe Zakona o obligacionim odnosima.

U slučaju spora nadležan je sud u Beogradu.

Korisnik vozila svojim potpisom potvrđuje da je primio i da je upoznat sa Opštim uslovima o zakupu vozila i važećim Cenovnikom MAG CENTRA, i da iste prihvata kao sastavni deo Ugovora o zakupu vozila.

U Beogradu, dana 03.09.2015.

### **Article 13.**

Should the Driver disregard any of the provisions of the General terms, MAG CENTAR is entitled to unilaterally terminate the Car rental agreement, with prior written notification of the Driver. MAG CENTAR is entitled to ask the Driver to indemnify it for all the occurred damages.

### **Article 14.**

Driver can extend the duration of Car rental agreement by sending written notification to MAG CENTAR at least 24 h in before the end of the term on which it has been concluded.

### **Article 15.**

For all the issues not stipulated in these General provisions, Law on obligations shall apply.

In case of dispute, the parties agree on the competence of the court in Belgrade.

The User with his signatures hereby certifies that he is given and he is familiar with General terms and conditions and current Pricelist of MAG CENTAR, and accepts the same as an integral part of the Car rental agreement.

Belgrade, 03.09.2015.