

1. Introductory provisions

Smart Rent Albania company with its office in "Mihal Grameno" Street, number 55, ZIP Code 1001, Tirane, Albania.

1.2 Tenant – the person specified in the vehicle rental agreement concluded with the Landlord.

1.3 These Business Terms and Conditions govern the relations between the Landlord and the Tenant of the Vehicle, arising based on a concluded contract for the rental of a means of transport (hereinafter referred to as the "Contract").

1.4 These Terms and Conditions are binding on the Landlord and the Tenant and are an integral part of the Contract.

1.5 Provisions of the Terms and Conditions may be amended or excluded in the Contract.

1.6 These Terms and Conditions shall always apply unless otherwise provided in the Contract.

1.7 In addition to the Terms and Conditions, the Contract includes the Landlord's price list, which sets out the prices of contents, parts, operations and compensation (hereinafter referred to as the "Price List"). The Price List takes precedence over these Terms and Conditions in the event of a conflict. The Contract also includes a table of the Tenant's insurance and deductible tariffs, which describes the conditions in the event of a damage incident to the Vehicle ("Overview of Tariffs"), as set out in Article 11.

2. Applicable law and legal regime

2.1 Contractual relations between the parties are subject to the legal system of the Albania.

2.2 Mutual obligations of the Contracting Parties are governed by Act No. 89/2012 Coll., the Civil Code, as amended.

3. Subject of the lease

3.1 The Landlord undertakes to provide the Tenant with the Vehicle specified in the Contract for temporary use under the conditions set out in the Contract. The Tenant undertakes to pay the Landlord a fee, called the "Rental Fee".

3.2 During the term of the Agreement, the Tenant does not acquire any ownership rights to the Vehicle.

4. Rental period

4.1 The rental period of the Vehicle is always stated in the Contract. The possibility of extending the rental period is subject to a written agreement between both parties.

4.2 The Landlord may immediately terminate the Agreement and take the Vehicle from the Tenant in the event of:

4.2.1 The Tenant uses the Vehicle in violation of the Contract or the law, thereby causing damage to the Landlord.

4.2.2 The Tenant fails to fulfill its obligations under the Agreement, if it is more than 24 hours late with payment.

4.2.3 There is a risk of damage to the Vehicle caused by the Tenant.

4.2.4 The vehicle has been or is at risk of being exported outside the territory of the Albania without consent.

4.2.5 The Tenant's residence or registered office/place of business moves outside the territory of the Albania.

4.2.6 Insolvency, administrative, execution or similar proceedings have been initiated against the Tenant's property.

4.2.7 The Tenant provided false information when concluding the Agreement.

4.2.8 The Tenant fails to notify the Landlord of a traffic accident or other damaging event.

4.2.9 The Tenant makes modifications to the Vehicle without the Landlord's consent.

4.2.10 The Tenant fails to report in writing any damage or malfunction of the Vehicle's tachometer.

4.2.11 The vehicle becomes subject to a lien, pledge or other real or contractual right of a third party.

4.3 The Landlord's written immediate notice must be delivered to the Tenant and becomes effective on the date of delivery. The notice may also be delivered via text message (SMS), e-mail or other means of communication that allows the content of the message to be captured and stored.

4.4 The right to use the Vehicle shall terminate upon the expiration of the period agreed in the Contract, termination or withdrawal, destruction or theft of the Vehicle. Mutual rights and obligations shall remain valid even though the rental relationship has ended, and some provisions of the Contract may survive.

4.5 The rental relationship may also be terminated by agreement of both parties.

4.6 If the Tenant returns the Vehicle early, he remains obliged to pay the Rental Fee for the original agreed rental period, unless the parties agree otherwise.

5 Rights and obligations of the Contracting Parties when handing over the Vehicle to the Tenant

5.1 The Landlord must hand over the Vehicle to the Tenant in proper technical condition, capable of operation and equipped with appropriate accessories in accordance with applicable regulations. The handover will take place at the time and place specified in the Contract and includes documents necessary for the operation of the Vehicle, such as the operating and maintenance manual, ORV and a document of statutory insurance. The Vehicle is not equipped with an exception for parking in designated zones.

5.2 The "Handover Protocol" (hereinafter referred to as the "Protocol") serves as a document of the handover of the Vehicle from the Landlord to the Tenant. Any obvious defects or damage to the Vehicle and comments on its condition must be stated by the Tenant upon receipt of the Vehicle and recorded in the Protocol.

Defects and damage that are not recorded in the Protocol will be considered to have been caused by the Tenant, unless the Tenant proves otherwise.

6 Rights and obligations of the Contracting Parties when returning the Vehicle by the Tenant.

6.1 The Tenant is obliged to return the Vehicle to the Landlord, including the keys, accessories and equipment, in the agreed manner, at the place and at the latest at the time specified in the Agreement.

6.2 The Tenant must return the Vehicle to the Landlord with a completely washed and undamaged interior, maintaining the condition upon receipt, considering normal wear and tear (see Article 6.11).

6.3 If the Tenant has taken over the Vehicle with a full tank of fuel, he must return the Vehicle with a full tank of fuel or in the same condition as it was taken over (see Article 6.13). Any fuel missing at the end of the lease is charged according to the current Price List. If the Vehicle is returned with a higher amount of fuel in the tank than at the time of takeover, the costs of the excess fuel are borne by the Tenant, and the Tenant is not entitled to a refund of the price of fuel more than the required amount.

6.4 If the Tenant returns the Vehicle late, he undertakes to pay the Landlord a contractual penalty.

6.5 If the Tenant does not return the Vehicle within 3 (three) calendar days from the time specified in the Contract and a written report from the Police of the Albania on a traffic accident, damage, destruction or theft of the Vehicle, or written information on the detention of the Vehicle (see Article 6.8.), confirming that the vehicle cannot be returned to the Landlord for these reasons, the Tenant must pay the Landlord the costs associated with the search, detention, seizure of the Vehicle and its transport back to the Landlord's place of business, etc. The Tenant further undertakes to pay the contractual Fine. If the Landlord does not recover the Vehicle within 3 (three) calendar days from the time specified in the Contract or a written report from the Police of the Albania on a traffic accident, damage, destruction or theft of the Vehicle, or written information on the detention of the Vehicle is not submitted, the Tenant must pay the Landlord compensation for damages in the amount of the purchase price of the Vehicle. This compensation is due on the day following the expiration of 5 (five) calendar days from the time specified in the Contract for returning the Vehicle.

6.6 In the event of theft, detention or seizure of the Vehicle, the Tenant must immediately inform the Landlord by telephone (with subsequent written confirmation). Furthermore, the Tenant is obliged to take all measures to release the Vehicle and pay the Landlord the agreed Rental Fee. The Tenant is liable for all damage arising in connection with such theft, detention or seizure.

6.7 If the Tenant fails to fulfill the obligation to return the keys and documents to the Vehicle or returns them damaged, he must pay the Landlord the damage according to the Price List,

including the costs of obtaining new keys and/or documents.	group, which authorizes him to drive the vehicle in question.	Tenant is obliged to pay the Landlord a contractual penalty.
6.8 If the Tenant does not return the Vehicle in a clean and undamaged condition, he is responsible for the costs of cleaning or repairing the Vehicle according to Article 6.11. The Tenant is responsible for defects and damage that appear after washing the Vehicle and must pay the Landlord compensation for damages or a fee according to the Price List.	8.2 The Tenant has the right to use the Vehicle in accordance with the purpose specified in the Contract and generally with its usual purpose.	8.3.14 Smoking (including electronic cigarettes or other devices) is prohibited in the Vehicle, and a contractual penalty is imposed for violation of this prohibition.
6.9 The Tenant undertakes to return the Vehicle washed, clean (see Article 6.2.) and undamaged. If the Tenant fails to comply with this obligation, he agrees to pay damages or costs in the amount corresponding to the actual costs of cleaning or repairing the Vehicle, or a fee according to the Price List, if included. This obligation also includes cases of burning, soiling, permanent soiling of the interior of the Vehicle and its seats, as well as soiling or permanent soiling of the exterior of the Vehicle. If defects and damage to the exterior of the Vehicle are found after it has been washed, the Tenant is liable for compensation for damages or a fee for such defects and damage.	8.3 The Tenant has the following obligations: 8.3.1 Use the Vehicle only in accordance with the terms of the Contract and applicable legal regulations.	8.3.15 If the documents handed over from the Vehicle or keys are lost, fees are set that the Tenant is to pay to the Landlord.
6.10 If the Tenant fails to return the received Vehicle equipment, he agrees to pay the damage or costs corresponding to the value of a newly purchased part of the equipment, which will be identical or comparable to the missing item, or a fee according to the Price List, if included. Examples include failure to return a spare wheel (spare), first aid kit, rope, hand jack, decorative wheel covers, warning triangle, wheel nut wrenches (bolts), safety bolt extensions and other Vehicle equipment.	8.3.2 Ensure that the Vehicle is not damaged, excessively worn, stolen, lost, destroyed or damaged. 8.3.3 Follow the Vehicle manufacturer's instructions regarding operation, the number of operating fluids (oil, coolant, brake fluid), tire inflation and other Landlord recommendations.	8.3.16 The Tenant must return the Vehicle on the agreed day and time. Contractual penalties are set for late return of the Vehicle.
6.11 If the Tenant fails to fulfill the obligation to return the Vehicle with a fully filled fuel tank or with the fuel tank in the same condition as when the Vehicle was received (Article 6.3.), he agrees to pay for the missing fuel according to the Price List.	8.3.4 Use only the types and types of fuels, oils, lubricants, coolants and brake fluids prescribed by the Vehicle manufacturer or the Landlord. In the event of using other than prescribed fillings, the Tenant is obliged to reimburse the Landlord for all costs of repair and cleaning, including the replacement of damaged components, and in addition to paying a contractual penalty.	8.3.17 Any changes regarding the place or time of return of the Vehicle must be notified to the Landlord at least 24 hours before the termination of the rental agreement.
6.12 In the event of a breach of the Tenant's obligations in connection with the return of the Vehicle, for example incorrect or late return, the Landlord is entitled to take photo documentation or video/audio recording. The Tenant agrees to the taking of such documentation or recording and their use in any legal or administrative proceedings.	8.3.5 The Tenant is obliged to regularly, at the latest every 1500 km, check the condition of the operating fluids in the Vehicle.	8.3.18 If the lessee violates the contract, the lessor is entitled to block the vehicle without prior notice to the lessee. The blocking of the vehicle will be lifted after the lessee eliminates the reasons that led to its application and pays all possible costs associated with it.
7. Other rights and obligations of the Landlord	8.3.6 He is also obliged to deliver the Vehicle to the Landlord for regular servicing, maintenance, repair, warranty repair, or service inspection, including mandatory repeated technical inspections and emission measurements. These operations must be carried out within the deadlines set by legal regulations, by the Vehicle manufacturer, an authorized service center, or indicated on the Vehicle dashboard.	8.3.19 If the lessee violates the contract, the lessor is entitled to block the vehicle without prior notice to the lessee. The blocking of the vehicle will be lifted after the lessee eliminates the reasons that led to its application and pays all possible costs associated with it.
7.1 The Landlord may at any time request access to the Vehicle from the Tenant for the purpose of checking the technical condition and proper use of the Vehicle in accordance with the terms of the Agreement and applicable legal regulations. The Tenant is obliged to allow the Landlord to carry out this inspection.	8.3.7 The Tenant is also obliged to arrange regular service inspections of the Vehicle at the Landlord, which must take place on the dates set by the Vehicle manufacturer, an authorized service center or indicated on the Vehicle dashboard.	8.4. The Tenant is not entitled to:
7.2 The Landlord is responsible for the routine maintenance and repairs of the Vehicle carried out in the usual manner when operating such vehicles, so that the Vehicle is in proper technical condition throughout the rental period.	8.3.8 The safety of the Vehicle against theft, misuse, destruction or damage must be ensured.	8.4.1 Sell, donate, alienate, mortgage or encumber the Vehicle with claims of third parties.
8. Other rights and obligations of the Tenant	8.3.9 The Tenant is obliged to always use all security devices equipped with the Vehicle after parking it, to leave the keys and documents, the car radio panel, or other freely and visibly placed movable items in the Vehicle, and to lock the Vehicle.	8.4.2 Drive the Vehicle after consuming alcohol, narcotics, medication or other substances affecting perception or reaction ability.
8.1 The Tenant is obliged to meet all legal conditions for driving a motor vehicle, including holding a valid driving license of the relevant	8.3.10 The Tenant must immediately report any damage to the tachometer or its malfunction to the Landlord by telephone.	8.4.3 Overload the Vehicle beyond the permissible limit in relation to all parameters specified for the Vehicle.
	8.3.11 If the documents handed over from the Vehicle, keys, or GPS device are lost, fees are set that the Tenant must pay to the Landlord.	8.5. The Tenant does not have the right to:
	8.3.12 The Tenant must have the Contract or a copy of it with him for the purpose of checking the legitimacy of using the Vehicle.	8.5.1 Use the Vehicle to tow trailers.
	8.3.13 The Tenant may not sublease or otherwise use the Vehicle to a third party, except for persons expressly authorized under the Contract. For each violation of this provision, the	8.5.2 Use the Vehicle for sports, training, instructional or test driving without the prior written consent of the Landlord.
		8.5.3 Rent or make the Vehicle available to third parties.
		8.5.4 Use the Vehicle outside the territory of Albania without the prior written consent of the Landlord.
		8.5.5 Use the Tenant's name or any form of advertising on the Vehicle.
		8.5.6 Add extra equipment to the Vehicle or modify the Vehicle.
		8.5.7 Use the Vehicle for taxi service or other gainful activity.
		8.6 The Tenant may entrust the driving of the Vehicle only to a driver with a valid driving license of the relevant group, who is listed in the Contract as an additional driver, or to his employee - a driver with a valid driving license

- of the relevant group, who performs activities for the benefit of the Tenant in accordance with the subject of his activity.
- 9 Repairs and maintenance Vehicles**
- 9.1** The costs associated with the repair of the Vehicle that are not caused by normal wear and tear or maintenance of the Vehicle, or that arise because of incorrect or careless use of the Vehicle by the Tenant or a third party, are fully covered by the Tenant. The Tenant is also fully liable for all damage resulting from such activity. If a tire needs to be replaced, which is at the Tenant's expense, the second tire on the same axle will also be replaced at the Tenant's expense.
- 9.2** The Tenant must notify the Landlord without undue delay of any defects (malfunctions) that occur in the Vehicle during use and require repair. This notification must be made by telephone with subsequent written confirmation sent to the Landlord no later than the following business day. If the Tenant fails to fulfill this obligation, he shall be liable for the damage caused to the Landlord and shall lose his rights to a reduction in the Rental Fee due to the impossibility or limitation of the possibility of using the Vehicle.
- 9.3** If the Landlord entrusts the Tenant with ensuring a certain repair of the Vehicle, the Tenant must proceed according to the Landlord's instructions. In particular, he is obliged to ensure the issuance of a proper tax (accounting) document to the Landlord stating the Vehicle's license plate number.
- 9.4** In the event that the Tenant fails to meet the deadlines for regular service inspections of the Vehicle or repeated technical inspections and/or emissions measurements, he is obliged to pay a contractual penalty. In addition, in the event that the Tenant's failure to comply with the service intervals results in the loss of the factory warranty on the Vehicle, the Landlord may demand from the Tenant a contractual penalty in the amount of 10% of the purchase price of the vehicle.
- 9.5** If the Vehicle is temporarily unusable for reasons attributable to the Tenant, this shall not be a reason for reducing the Rental Fee. The Tenant shall compensate the Landlord for all damage caused by this, including lost profits, in particular as a result of the inability to rent the Vehicle to other persons after the end of the rental period.
- 9.6** The Landlord is not liable for any losses suffered by the Tenant in connection with a defect (breakdown) of the Vehicle, including lost profits, costs of overnight stays, travel from the place of breakdown, etc.
- 9.7** In the event that one of the contracting parties pays the costs that should have been borne by the other party, and if the price is not specified in the price list or in the contract, the other party is obliged to reimburse these costs upon presentation of a document proving their payment.
- 10 Traffic accident, damage, destruction and theft of vehicles.**
- 10.1** In the event of any traffic accident, damage, destruction or theft of the Vehicle or any part thereof, injury or death of persons resulting from a loss event, regardless of whether the Tenant is at fault or not, the Tenant is subject to the following obligations:
- 10.1.1** The Tenant must immediately call the Police of Albania (or the police authority of the relevant state) to investigate the traffic accident, damage, destruction or theft of the Vehicle. The Tenant must obtain a confirmation of the investigation from the police and deliver this confirmation to the Landlord without delay, but no later than the following business day. Failure to comply with this obligation excludes insurance according to Article 11.
- 10.1.2** The Tenant is also obliged to inform the Landlord by telephone without delay (with subsequent written confirmation delivered no later than the following business day) and provide him with all necessary information. Furthermore, the Tenant must proceed according to the Landlord's instructions.
- 10.1.3** The Tenant must take all measures to prevent further damage to the Landlord, for example, to secure the disabled Vehicle from further damage or theft.
- 10.1.4** The Tenant must provide full cooperation to the Police of Albania (or the police authority of the relevant state), the Landlord and the insurance company with which the Vehicle is insured, for the proper investigation of the damage event (traffic accident) and its subsequent liquidation.
- 10.2** The Tenant is obliged to compensate the Landlord for all damages (and costs related to damages) incurred to the Vehicle, its accessories or equipment during the rental period. Furthermore, he must compensate for damages incurred due to theft of the Vehicle, accessories or equipment during the rental period, damages incurred by the Landlord or third parties in connection with the operation of the Vehicle during the rental period, as well as all costs of the Landlord associated with the liquidation of such damages (including lost profits during the repair of the Vehicle, for damages incurred by driving the Vehicle under the influence of alcohol, medication or drugs). If the Tenant has taken out insurance (Article 11), he is not obliged to pay the part of the compensation for damages covered by the insurance.
- 10.3** The Tenant must pay for items that are not covered by the insurance. These include in particular:
- 10.3.1** Participation amount – participation according to the agreed Tariff (Article 11).
- 10.3.2** Costs of transporting or towing the Vehicle to the Landlord's registered office, the nearest repair shop or insurance company.
- 10.3.3** Transportation costs – travel with, behind and for the Vehicle to the Landlord's registered office, repair shop, insurance company, etc.
- 10.3.4** Lost profit for the duration of the Vehicle repair.
- 10.4** In the event of theft of the Vehicle, the Tenant is obliged to pay the rental fee up to the time of theft (reporting to the Police of the Albania or the police authority of the relevant state) calculated as the product of the number of days and the daily flat rate prorated for the period for which the Vehicle was rented.
- 10.5** Damages for which the Tenant does not provide confirmation from the Police of the Albania (or the police authority of the relevant state) are considered damages caused by the Tenant. The Tenant is obliged to pay for such damages and the costs associated with their liquidation in full.
- 11 Vehicle Insurance**
- 11.1** Damages incurred to the Vehicle during the rental period are covered by accident insurance and insurance against theft and damage. The scope of this insurance depends on the Insurance Tariff that the Renter has agreed upon in the Contract and paid. The insurance tariffs are described in the Tariff Overview, which contains the maximum amounts of the Renter's deductible in the event of a damage event. These tariffs are different for short-term rental (BASIC, SILVER and GOLD) and long-term rental. In the case of short-term rental, the BASIC Tariff is included in the Rental Price. The SILVER or GOLD Tariffs must be expressly agreed upon in the Contract and are subject to a surcharge above the Rental Price, set out in the Price List for each commenced day of the Vehicle rental period. The validity of the SILVER or GOLD insurance is subject to the proper and timely payment of the surcharge upon conclusion of the Contract and the fulfillment of the conditions relating to the timely payment of the Rental Price.
- 11.1.2** The insurance applies only to damage incurred in the territory of Albania or in countries where the Tenant is authorized to use the Vehicle in accordance with the Contract. Insurance under the SILVER or GOLD Tariffs is valid only upon timely and full payment of the surcharge upon conclusion of the Contract and timely and proper payment of the Rental Fee.
- 11.2** The insurance under Article 11.1 does not apply to luggage, personal belongings, persons transported, navigation, keys to the Vehicle, the Vehicle's technical certificate, GPS devices and other accessories and equipment of the Vehicle. It also does not apply to damage to the Vehicle's interior, tiers and the vehicle's fuel system.
- 11.2.1** Insurance (none of the Tariffs) does not cover situations where the Tenant:
- transferred the use of the Vehicle or driving to another person without the Landlord's consent
 - drove the Vehicle under the influence of alcohol, narcotics, medication or other substances affecting perception or reactions,
 - used the Vehicle outside the territory of the Albania.
- 11.2.2** The insurance also does not cover damage caused by failure to comply with the technical conditions and operating instructions of the Vehicle manufacturer, the Contract, these general terms and conditions of the Vehicle rental or the insurance conditions. Furthermore,

it does not apply to damage in the cases described in Article 6.7 and Article 6.8, nor to damage where the Tenant has failed to comply with the obligation to call the Police and submit a certificate of damage investigation.

11.2.3 Theft of the Vehicle is not covered by the insurance if the keys to the Vehicle are also stolen.

11.2.4 The insurance does not cover damage or impairment to those parts of the Vehicle that are not explicitly included in the Tariff List. In cases where the insurance does not apply, the Tenant is obliged to pay compensation for the incurred damages in full. The Tenant's obligation to pay contractual fines and other sanctions is not affected by this insurance.

11.3 Other insurance, if necessary, is paid for by the Tenant. This means that if damage or a situation arises that is not covered by the Landlord's insurance (for example, damage to the Tenant's own belongings or in the event that the Tenant is liable for damage above the agreed insurance amount), the Tenant is obliged to bear these costs.

11.4 All rules under this Article 11 of the General Terms and Conditions, in particular the rules determining the amount of the Tenant's deductible, apply to each individual damage event separately. The amounts of the Tenant's maximum deductible specified in the Tariff List always relate to an individual damage event or damage to the Vehicle or part of the Vehicle. For each damage event or damage to the Vehicle, the amount of damage, including the amount of the Tenant's deductible, will be assessed separately.

All insurance described in this Article 11 is valid only for the duration of the rental. These insurances do not apply to damage events that occur after the end of the rental.

12. Rent and fees

12.1 The rent for the lease period is agreed upon by the Parties in Euro (EUR) including the statutory VAT rate and its specific amount is stated in the Contract. If the specific Rent is not stated in the Contract, the Tenant is obliged and undertakes to pay the Rent according to the Landlord's Price List valid on the date of commencement of the Lease.

12.2 The Tenant undertakes to pay the Rent stipulated in the Agreement properly and on time.

12.3 The Tenant is not obliged to pay the Rent for the period during which he was unable to use the Vehicle due to the incapacity of the Vehicle or the need for its repair, unless the inability to use the Vehicle was caused by the Tenant or persons to whom the Tenant allowed access to the Vehicle or entrusted them with the driving of the Vehicle. However, if the Tenant does not notify the Landlord in writing of the inability to use the Vehicle without undue delay, but no later than the following business day, his obligation to pay the Rent continues until (inclusive) the day on which the Landlord receives such written notification.

12.4 The Rent shall be paid by the Renter to the Landlord in cash or by bank transfer on the 1st (first) day of the Vehicle rental. For a rental period longer than 1 month, the Landlord is entitled to request payment of the Rent once a month (usually in advance on the 1st day of the relevant calendar month).

12.5 If the Tenant, based on a previous agreement with the Landlord, pays the Rent based on an invoice - tax document issued by the Landlord (hereinafter referred to as the "invoice"), the rent must be paid no later than 10 (ten) days from the date of issue of the invoice (or by the due date specified on the invoice). The invoice must be handed over to the Tenant or delivered to the Tenant's address specified in the Agreement. In case of doubt, the invoice is deemed to have been delivered to the Tenant on the third day after its sending (in these cases, the day following the day after the invoice is issued is considered the day following the invoice). The Tenant is obliged to identify each payment with the variable symbol specified on the invoice. A payment without a variable symbol, with an incorrect or incomplete variable symbol, i.e., an unidentifiable payment, is deemed to be unpaid with all the consequences arising therefrom.

12.6 The rental fee includes mandatory Vehicle insurance and insurance in the BASIC Tariff (in the case of short-term rental), or insurance in the Tariff for long-term rental (in the case of long-term rental) (to the extent of the provisions of Article 11 of these GTC), road tax and radio fee.

12.7 The rent does not include, in particular, costs associated with the purchase of fuel, windshield washer fluid, costs for repairing punctures and damage to tires, damage to rims, costs for parking the vehicle, costs for washing the vehicle and minor maintenance.

12.8 Upon taking over the Vehicle, the Tenant is obliged to provide the Landlord with security in the form of a monetary sum deposited with the Landlord in the amount specified in the Contract (hereinafter referred to as the "Deposit"). The Parties have agreed that the Deposit will not bear interest. The Tenant expressly agrees that the Landlord may use (set off) the Deposit to pay any due and unpaid claims of the Landlord against the Tenant, in particular interest on late payment, contractual fines, compensation for damage, arrears of Rent, outstanding fees according to the Price List, etc. The Deposit, or the remainder of the Deposit, will be returned to the Tenant after the Vehicle is returned to the Landlord, but not before the Vehicle is cleaned and washed if the Vehicle was returned dirty.

12.9 By signing the Agreement, the Tenant agrees to the charging of the rental fee, including the price of insurance coverage, the price for under-refueled fuel, fuel card expenses, compensation for any damage to the vehicle, a deductible for damage to the vehicle or any other fees associated with the rental of the vehicle, its towing and parking for related administrative costs, to the debit of the payment/credit card specified in the Agreement, without prior notice.

It is important that the Tenant carefully monitors invoices, fee information and any notices from the Landlord regarding the aforementioned costs and fees. Failure to pay these fees on time may result in further penalties and consequences as described in the Agreement and the General Terms and Conditions.

13. Sanctions

13.1 In the event of the Tenant's delay in paying the Rent or part thereof, fees, as well as other obligations of the Tenant arising from the Agreement and/or these General Terms and Conditions (hereinafter referred to as the "financial obligation"), the Tenant is obliged and undertakes to pay the Landlord a contractual penalty of 20 % of the amount owed if the debt is not paid in full between the 10th and 20th day after the notice is sent ; another 30 % if the debt is not paid in full between the 21st and 30th day ; and another 50 % if the debt exceeds 30 days.

13.2 For making a request for payment of the outstanding Rent or other amount due under the Contract, the Landlord is entitled to demand from the Tenant payment of an amount of EUR 40 (including VAT) as a lump sum compensation for actions related to the administrative handling of this matter. Up to 3 (three) reminders every 30 calendar days.

13.3 In the event of any breach of the Contract by the Tenant for which a specific contractual penalty is not expressly agreed in the Contract and/or these General Terms and Conditions, the Landlord is entitled to demand from the Tenant payment of a contractual penalty of EUR 400 (including VAT) for each individual breach.

13.4 The application of default interest and/or contractual penalties by the Landlord and/or the payment of default interest and/or contractual penalties by the Tenant does not release the Tenant from the obligation to pay the financial obligation owed to the Landlord and does not affect the Landlord's right to claim compensation for damages and the Landlord is entitled to claim compensation for damages exceeding the contractual penalty. The Tenant is obliged to pay contractual penalties regardless of fault. Circumstances excluding liability for breach of the Tenant's obligation do not affect the obligation to pay contractual penalties.

13.5 The Landlord is, regardless of any other determination by the Tenant, entitled to book the Tenant's payments first against any claims of the Landlord for interest on late payment, legal costs, contractual penalties, compensation for damage and then against individual receivables (principal) in the order of their maturity. In such a case, the Tenant understands and agrees with this procedure. The order of booking contractual penalties is in the order in which the Landlord became entitled to individual contractual penalties.

13.6 Fines imposed on the Renter for traffic and parking violations committed with the rented vehicle, damage caused by the loss of documents, keys or tools for the vehicle, damage caused by changing fuel, damage to the wheels of the vehicle, so-called consequential damage, including the costs that

- had to be spent to remedy the damage caused in this way, are always borne by the Renter, regardless of the agreed insurance coverage. The Tenant is always responsible for any fine or other sanction, as well as any other amounts, which the Landlord, as the operator of the leased vehicle, will be required to pay in connection with any offense or other administrative offence committed during the term of the Contract in relation to the leased vehicle (hereinafter referred to as the "Sanctions"), and in the event of such an obligation to pay a fine or other amount on the part of the Landlord, the Landlord is entitled to demand from the Tenant the payment of an amount of 20€ (including VAT) as a lump sum compensation for actions related to the administrative handling of this matter.
- 13.7 The Tenant is obliged to do everything in its power to immediately release the Landlord from any obligation or liability to pay the Penalty. For this purpose, the Landlord is entitled to debit the Penalty together with the administrative fee from the Tenant's payment/credit card specified in the Agreement and is further entitled to immediately debit the relevant amount corresponding to the Penalty and the administrative fee from such Tenant's payment card specified in the Agreement. The Landlord's obligation to send the relevant tax document to the Tenant is not affected by this.
- 14. Delivery**
- 14.1 The Tenant shall send documents to the Landlord at the address of its registered office. The Landlord shall send documents to the Tenant at the address specified in the Agreement or at another address notified to it in writing by the Tenant. All documents may also be delivered to both parties by e-mail, to the e-mail address specified in the Agreement or otherwise communicated to the other party or publicly available, or by data box, unless the nature of the documents precludes this, either with regard to their nature or with regard to the provisions of the law or the Agreement.
- 14.2 If documents are sent to the Tenant by registered mail, the following shall be deemed to be the day of delivery:
- 14.2.1 The third day after the date of dispatch, unless proven otherwise.
- 14.2.2 The day of refusal to accept the shipment by the Tenant.
- 14.2.3 The last day of the storage period, if the Tenant does not collect the shipment despite notification from the post office, even if the Tenant did not learn about the storage.
- 14.2.4 The day on which the Landlord was notified that the shipment to the Tenant could not be delivered because the Tenant was not present at the address designated for the delivery of documents (and for this reason the shipment was returned by post).
- 15. Dispute resolution – consumer**
- 15.1 If the Tenant is a consumer and if a dispute arises between the Landlord and the Tenant in connection with the Contract that cannot be resolved by agreement, the Tenant may submit a proposal for out-of-court resolution of such a dispute to the entity designated for out-of-court resolution of consumer disputes.
- 16. Privacy Policy**
- 16.1 By signing the Agreement, the Tenant agrees that the Landlord is entitled to process all information and data that the Tenant voluntarily provided to him in connection with the Agreement, to the extent of information about his name, surname, title, nationality, residence (street, house number, postal code, place), or other delivery address (PO box, postal code of the PO box), communication language, work and home telephone numbers, mobile phone numbers, e-mail address and fax number. The Tenant provides the Landlord with consent to the processing of personal data, provided that he is entitled to withdraw this consent in writing. The Tenant grants consent, among other things, for the purposes of offering trade and services by the Landlord, including carrying out promotional activities and market research, provided that the Tenant: a) provides the data voluntarily, and only for the period until he exercises his right to withdraw this consent, b) has the opportunity to request access to this data. The Landlord reserves the right to turn to a third party, including lawyers, to resolve a dispute arising from this Agreement.
- 16.2 In order to eliminate any doubts, it is agreed that the tenant, who is not a natural person, by signing the text of the Agreement expressly consents to the landlord processing data about him/her, including information about his/her business name or name, ID number or similar identification, registered office (street, house number, postal code, place) or other delivery address (PO box, postal code of PO box), communication language, telephone, e-mail address, fax number, contact person and their telephone number, including mobile phone number. By signing the Agreement, the tenant simultaneously confirms the truthfulness of all the above-mentioned data that concern him/her and that result from the text of the Agreement, and that he/she will notify the landlord of any changes to them for the purpose of their correction without undue delay.
- 16.3 The Tenant's consent pursuant to this Article 16, to the extent applicable, also applies to documentation or records prepared by the Landlord pursuant to paragraph 6.14 of these General Terms and Conditions.
- 16.4 The Landlord has the right to use the services of a third party, including lawyers, to resolve any judicial or extrajudicial dispute arising from this Agreement and, in connection with this, to transfer information about the Tenant to a third party.
- 17. Final arrangements**
- 17.1 Landlord you reserve right whenever cancel, change or to adjust General commercial Terms and conditions. Legal relations between Landlord and Tenant with always drives General business conditions in effect at the time closure Contracts.
- 17.2 Amounts all fees and contractual fine are in these General business conditions said without value added tax value added tax (VAT).
- Contractual fines are not in accordance with the legal regulations subject to VAT. In the case of fees that are subject to VAT, VAT will be added in amount intended valid and effective legal regulations.
- 17.3 Relevant parts Contracts and/ or General business conditions valid until to times complete settlement rights and obligations between Landlord and Tenant.
- 17.4 In the event that some provision these General business conditions and/ or Contracts with becomes invalid, ineffective or impracticable, will not be by affected validity, effectiveness and feasibility others provision Contracts and these General business conditions.
- 17.5 Tenant confirms by signature The treaties that with familiarized with the text these General business conditions , considers is for clear , understandable and definite , expressed its agreement that with these General commercial conditions they become indivisible part of Contracts , and took on awareness that these General commercial conditions are according to provisions of Section 1751 of the Civil Code binding for adjustment relationships Landlord and Tenant according to Contracts , if Bargain does not contain deviant arrangement .
- 18. Validity and effectiveness**
- 18.1 These General commercial conditions acquire validity and effectiveness by day 01 .12.202 4. Contractual relations arising before acquisition efficiency these General business conditions remain in force and govern with business conditions valid at the time, they're of the creation.
- 18.2 Valid wording these General business conditions is available at the headquarters and at the premises The landlord, as well as the internet website Landlords.

Insurance – tariffs and scope of coverage

Car	BASIC insurance		SILVER insurance		GOLD insurance	
Categories	Damage	Theft	Damage	Theft	Damage	Theft
Economy	-	Up to € 3000	Up to 500€	Up to € 3000	100%	€ 0
Comfort	-	Up to € 4000	Up to 500€	Up to € 4000	100%	€ 0
SUV	-	Up to € 4000	Up to 500€	Up to € 4000	100%	€ 0
Minivan/ Van	-	Up to € 5000	Up to 500€	Up to € 5000	100%	

Body	X	✓	✓
Glasses	X	✓	✓
Tiers	X	X	✓
Discs	X	X	✓
Alienation	X	X	X
Interior	X	X	X
Fuel System	X	X	X

Price list for specified damages:

Clause of the T&C	Description	Contractual penalty incl. VAT
8.3.4.	using the wrong type of fuel	€ 500
8.3.13.	handing over the vehicle to a third party not specified in the Contract	€ 200
8.3.14.	smoking in a vehicle	€ 100
8.3.15.	loss or destruction:	
	a) documents	€ 100
	b) car keys	€ 100
8.5.2.	sports or training use of the vehicle	€ 600
6.7.	The vehicle was not returned to the Lessor within 3 days from the time in the Contract	€ 500

We offer 3 levels of insurance coverage tailored to your needs. Below is a breakdown of what each plan includes depending on the car category:

Car	BASIC insurance		FULL insurance		PREMIUM insurance	
Categories	Damage	Theft	Damage	Theft	Damage	Theft
Economy	-	Up to € 3000	Up to 500€	Up to € 3000	100%	€ 0
Comfort	-	Up to € 4000	Up to 500€	Up to € 4000	100%	€ 0
SUV	-	Up to € 4000	Up to 500€	Up to € 4000	100%	€ 0
Minivan/ Van	-	Up to € 5000	Up to 500€	Up to € 5000	100%	€ 0

Body	×	✓	✓
Glasses	×	✓	✓
Tires	×	×	✓
Discs	×	×	✓
Alienation	×	×	×
Interior	×	×	×
Fuel System	×	×	×

- FULL adds basic protection like body and glass damage.
- PREMIUM covers almost everything, including tires and discs.
- None of the plans cover interior damage, fuel system issues, or lost keys/documents.

Key Insurance Terms

- Insurance applies only in Albania unless written permission is given to travel abroad.
- In the event of accident, damage or theft, you must immediately call us for more information.
- Insurance may be void if:
 - You drive under the influence of alcohol or drugs.
 - You allow unauthorized persons to drive the car.
 - You don't report an incident properly or damage results from negligence.

