

## I. GENERAL PROVISIONS AND RENTAL TERMS

### a). Definitions of Terms

**Lessor:** The company MIRACULO d.o.o., with its registered office in Zaprešić, Pavla Lončara 92, (OIB): 47594940425, registered for the activity of vehicle/camper rental.

**Lessee:** Any legal entity or natural person who personally rents the camper.

### b). Conditions for Concluding the Contract and Using the Vehicle-Camper

**Age Limit:** The driver must be at least 25 years old at the time of rental.

**Driving Experience:** The driver must hold a valid category B driving license for at least 5 years.

**Foreign Nationals:** Persons coming from outside the European Union must present a valid international driving license for vehicles with a total mass up to 3.5 tonnes.

**Authorized Drivers:** The camper may be driven exclusively by the persons explicitly stated in the Rental Contract.

### c). Identification Documents

Prior to vehicle handover, the Lessee must present original and valid documents (an identity card or a passport, and a driving license) for inspection. The Lessor will make and retain copies of these documents for its records.

### d). Consequences of Non-Compliance with Conditions

If the Lessee does not possess the appropriate driving license or fails to meet any of the specified conditions, the vehicle will not be handed over. In such cases, the standard booking cancellation rules shall apply.

### e). Handover and Technical Condition

By signing the Rental Contract, both parties confirm that the vehicle has been handed over in a clean and technically sound condition, together with all associated equipment and documentation.

### f). Vehicle Condition Report

All existing damage, minor defects, and the inventory list are entered into the Inventory and Vehicle Condition Report. By signing this document, the Lessee confirms being fully acquainted with the actual condition of the camper.

### g). End of Rental

The rental period officially terminates when the following conditions are met:

- The signing of a new Camper Condition Report.
- The settlement of all potential subsequent costs.
- The return of the security deposit (bond), provided there are no traffic violations, delays, instances of negligent use, or new damages.

### i). Legal Validity of the General Terms

These General Terms apply automatically to every concluded Rental Contract, serve as its direct supplement, and form an integral and inseparable part thereof.

### j). Subsequent Liability for Violations

Even after the expiration or termination of the contract, the Lessee remains personally and legally liable for all traffic violations committed during the period the vehicle was in their possession.

## II. PAYMENT TERMS

### a). Offer and reservation (advance payment)

The Lessor issues a written offer based on a written or verbal inquiry.

The reservation is considered confirmed upon the payment of an advance in the amount of 40% of the total rental price.

The Lessee is obliged to pay the remaining 60% of the rental amount no later than 30 days before the scheduled departure.

### b). Acceptance of terms

By paying the advance payment, the Lessee confirms that they are fully familiar with all Rental Terms and accept them without exception.

### c). Official start of rental

The rental officially begins when all the following conditions are met:

- Full payment of the total rental amount and the agreed security deposit.
- Mutual signing of the Rental Contract.

### d). Costs excluded from the rental price

The basic rental price does not include: Fuel, tolls and fees for using roads, fines for traffic and other violations committed during the rental.

### e). Mileage limitation

Daily mileage is limited to 300 kilometers for vehicles Adria Twin Max, Adria Twin Sports, VW Campervan, each exceeded kilometer is charged at a price of €0.40/km.

## III. CAMPER HANDOVER

### a). Obligations of the Lessor at delivery

The Lessor hands over the camper in a completely clean and technically sound condition, which includes:

A full tank of fuel, a full tank of clean water, two full gas bottles, associated chemicals for the WC, a completely emptied waste (grey) water tank, a clean and emptied WC cassette.

### b). Obligations of the Lessee at return

The Lessee is obliged to return the camper in a technically sound condition with:

- A full tank of fuel.
- An emptied waste water tank.
- A completely emptied WC cassette and a clean WC bowl.

### c). Cleanliness of the interior and WC cassette at return

The interior of the camper must be completely clean at return.

Dishes and cutlery must be returned tidy, washed, and stacked.

If the interior of the camper is not cleaned, the Lessor charges a cleaning fine in the amount of minimum €150.00, depending on the actual degree of contamination.

The vehicle must be returned with a completely emptied and clean WC cassette. Otherwise, the Lessor will charge the cassette cleaning service in the amount of €100.00.

### d). Lack of fuel

If the Lessee returns the camper with an incomplete fuel tank, the Lessor will charge for the fuel at the current market price and add fixed administrative costs in the amount of €20.00.

### e). Liability for uninsured damages

The Lessee is fully liable for and personally pays for any damage to the camper that is not covered by insurance.

### f). Pick-up and return times

Pick-up: Takes place at 16:00 on the day the rental begins, unless an individual time is agreed in advance.

Return: Takes place until 10:00 on the last day of rental or according to an individual agreement.

### g). Delay in return and report of missing vehicle

Unauthorized delay in returning the camper is not permitted. Each started hour of delay is charged at a price of €25.00.

Extension of rental or later return is possible exclusively in agreement with the Lessor.

If the Lessee is late more than 6 hours without notice, and it is not possible to establish contact with the Lessee, the disappearance of the camper will be officially reported to the competent state authorities.

### h). Early return of the vehicle

In case the Lessee voluntarily returns the vehicle before the agreed deadline, the Lessor is not obliged to refund money for unused rental days.

### i). Failure to pick up the vehicle within 6 hours

If the Lessee does not pick up the vehicle within 6 hours from the agreed time, and does not notify the Lessor about it, it will be considered that the customer has given up on the rental. In that case, the Lessee loses the right to any refund of the money paid.

### j). Handover inspection and subsequent technical verification

Upon expiration of the rental, the Lessee returns the camper to the agreed place.

Immediately upon return, a visual inspection and control of items according to the Inventory and Vehicle Condition Report is performed.

Detailed technical and mechanical verification is performed subsequently. The Lessor has the right to notify the Lessee within 24 hours of return if it is established that there is damage/malfunction on the camper.

### k). Consent for subsequent charging

If a subsequent verification of the vehicle is performed without the presence of the Lessee, the Lessee by signing the contract gives the explicit right to the Lessor to perform subsequent charging if damages on the vehicle, lack of fuel are established by verification.

## IV. CANCELLATION OF RESERVATION AND CONTRACT TERMINATION

### a). Cancellation up to 90 days before departure

If the Lessee cancels the reservation 90 or more days before the scheduled departure, the Lessor refunds the entire paid reservation amount.

### b). Cancellation up to 30 days before departure

If the Lessee cancels the reservation 30 to 89 days before the scheduled departure, the Lessor retains the paid advance payment (40% of the total amount) as cancellation costs.

### c). Cancellation from 29 days up to departure

If the Lessee cancels the reservation from 29 days before the scheduled departure until the day of departure, the Lessor retains the complete paid amount as cancellation costs.

### d). Extraordinary termination of the contract due to breach of provisions

The Lessor has the right to an immediate unilateral termination of the Rental Contract if it establishes that the Lessee materially violates any contractual item or provision.

In that case, the Lessee is obliged to return the camper without delay, together with all associated equipment, to the agreed place of return.

### e). Withholding of rental due to suspicion of driving skills

If the Lessor reasonably suspects the driving skills, ability, or readiness of the Lessee for safe management of the camper, it may refuse the pick-up of the vehicle to the Lessee.

In such a situation, the Lessor temporarily retains the entire paid rental amount until the actual condition or contrary facts are undoubtedly established.

### f). Contract termination due to theft or technical impossibility of use

Each contracting party may terminate the Rental Contract in the event that the vehicle is misappropriated (stolen) before or during the rental.

Termination is also possible if a technical defect or error appears on the vehicle that completely prevents its further safe use, provided that the Lessor at the time of reporting the problem is unable to provide an adequate replacement vehicle.

## V). RESPONSIBILITY OF THE LESSEE AND THE LESSOR

### a). Smoking prohibition

- Smoking in the camper is strictly prohibited.

- In case of violation of this prohibition, the Lessee is charged the complete amount of the security deposit in the amount of 1,000 euros.

### b). Stay of pets

- Pets are allowed to stay in the camper exclusively with the prior written permission of the Lessor.

- In the event of any damage caused by pets, the Lessee bears the costs of repair in full.

### c). Procedure in case of force majeure or unusable vehicle

- If due to force majeure the rented camper becomes non-driveable or unusable, a new rental period is agreed upon, a replacement camper is provided, or the entire paid amount is returned to the Lessee (according to their wish).

The Lessor bears no legal or material responsibility towards the Lessee due to such cancellation of the reservation.

### d). Right of inspection and repossession of the vehicle

The Lessor has the right at any time to check the condition and location of the camper.

The Lessor retains the right to immediate repossession of the camper if the Lessee violates any provision of this Contract.

### e). Satellite tracking of property

For security reasons, all vehicles are equipped with electronic devices for GPS tracking and location.

### f). Safekeeping of keys and documents

The Lessee must always keep the keys and documentation of the camper with them.

Insurance does not cover damages resulting from the theft of the camper if the Lessee does not possess the original keys.

The loss of keys or documents is charged according to the actual cost of production, increased by administrative costs.

**i). Prohibition of driving under the influence of intoxicants**

The driver must not operate the camper under the influence of alcohol, narcotics, sedatives, or any other substances that reduce driving ability.

**j). Intended use of the vehicle and prohibited cargo**

- for the purposes of motor sports, especially driver competition events

- for vehicle testing or driver safety training

- for other purposes that result in excessive use of the camper

- for driving exercises

- for commercial passenger transport

- for sublease

- to commit crimes, even if they are punishable only under the law of the place of the crime, and for the transport of predominantly flammable, toxic, or otherwise dangerous substances.

**k). Condition for comprehensive insurance in case of theft**

When leaving the camper, the Lessee must take the keys and documents with them, as this is a fundamental condition for the payout of comprehensive (kasko) insurance in case of theft.

If the Lessee violates this duty, they are directly liable to the Lessor for the entire damage incurred according to general rules on damage compensation.

**VI. SECURITY DEPOSIT**

**a). Amount and payment of deposit**

Upon picking up the camper, the Lessee must pay a security deposit in the amount of €1,000.00 to the transaction account of the Lessor.

**b). Authorization for cost collection**

The Lessee irrevocably authorizes the company Miraculo d.o.o. to use their credit card to collect all costs, damages, or losses incurred during the rental for which the Lessee is responsible.

**c). Return, retention and calculation of security deposit**

The security deposit is returned to the Lessee no later than 5 working days after the return of the camper, after the Lessor performs a detailed inspection.

The amount of €1,000.00 serves exclusively to cover minor interior and exterior damages and lost or damaged equipment.

Costs such as lack of fuel, untidy vehicle, and other agreed penalties are not included in the primary coverage of the security deposit and are charged separately.

Repairs of damages caused by the fault of the Lessee that do not exceed €1,000.00 are calculated according to the official service price list. The difference up to the full amount of the security deposit is returned to the Lessee.

In case of major damages, the security deposit is retained in full until the exact cause of the damage is legally and technically determined and all costs of returning the vehicle to its original condition are settled.

**d). Included insurance policies**

CDW (Collision Damage Waiver): The Lessee limits their material liability to the maximum amount of the agreed franchise (depending on the vehicle category).

If the actual damage is less than the franchise amount, the actual amount of damage is charged.

TP (Theft Protection): The responsibility of the Lessee in case of vehicle theft is limited to the amount of the agreed participation in damage (franchise).

PAI (Personal Accident Insurance): The driver and all passengers in the vehicle are insured for death and/or permanent disability up to the amounts prescribed by the insurance company where the vehicle is insured.

**e). Right to subsequent charging**

By signing the contract, the Lessee gives the right to the Lessor to charge all subsequently determined costs during or after the end of the rental. Charging is performed by direct debit of the credit card or by retaining the paid deposit, depending on the decision of the Lessor. Alternatively, the Lessee can settle these costs in direct agreement with the Lessor.

**f). Payment terms**

If the Lessee settles the costs by direct payment to the account of the Lessor, they are obliged to perform the payment strictly within the deadline indicated on the issued invoice.

**g). Permanent liability for violations**

The Lessee bears permanent criminal and material liability for all traffic and communal violations committed during the rental (improper parking, illegal camping, speeding, unpaid tolls, etc.). This liability applies regardless of when the notice of violation or fine arrived to the Lessor.

**VII. LIABILITY OF THE LESSEE FOR DAMAGE**

**a). Prohibition of unauthorized repairs**

Any unauthorized technical interventions or repairs on the camper without prior agreement with the Lessor are strictly prohibited.

Every noticed malfunction must be reported immediately to the Lessor so that the problem can be solved in a coordinated manner.

**b). Authorization and verification of repairs**

The method of troubleshooting and the type of intervention is decided exclusively by the Lessor.

Repairs may be performed only in authorized service shops approved by the Lessor. Upon return of the vehicle, the Lessee must attach an official invoice for the repair which must be addressed directly to the name and details of the Lessor.

**c). Waiver of claims due to malfunction**

The Lessee waives all claims against the Lessor for any indirect costs or losses caused by a technical malfunction of the vehicle or camper trailer during the rental period.

**d). Organization of return of non-driveable vehicle**

In the event that the camper ends up in a non-driveable condition, the organization and logistics of returning the camper to the home base is assumed and performed by the Lessor.

**e). Malfunctions and accidents caused by negligence**

If the malfunction, damage, or traffic accident occurred due to negligence, carelessness, or fault of the Lessee, the Lessor is not obliged to provide a replacement camper nor refund rental costs.

**f). Minor technical defects and comfort**

Malfunctions in the operation of auxiliary devices are not considered a technical malfunction of the camper. The Lessee has no right to claim compensation for lost time or reduced comfort due to such defects.

**g). Refund for justified technical problems**

The Lessor is obliged to return a proportionate amount of money to the Lessee for unused rental days if the vehicle became unusable due to a technical problem for which it is proven that the Lessee is not at fault.

**h). Vehicle overloading**

The maximum permitted mass of the camper is 3,500 kg. Any mass above that limit is considered unauthorized overloading.

The Lessee bears full responsibility and all legal fines resulting from the overloading of the camper.

**i). Appropriate fuel type**

The Lessee is obliged to fill the camper exclusively with the appropriate diesel fuel (DIESEL).

**j). Filling wrong fuel**

In case of pouring the wrong propellant fuel into the camper tank, the Lessee pays the entire amount of repair of the engine and fuel system in full, as well as all accompanying costs incurred thereby for the Lessor.

**k). Obligation to report new damages**

Upon return of the camper, the Lessee is legally and contractually obliged to transparently report all damages that occurred during the rental period.

**l). Protocol in case of theft**

In case of misappropriation (theft) of the camper, the Lessee must immediately notify the Lessor by phone and report the event without delay to the competent police station.

**VIII. PROTOCOL IN CASE OF ACCIDENT**

**a). Protocol for traffic accidents, thefts and break-ins**

In case of any extraordinary event (traffic accident, break-in, theft, etc.), the Lessee is obliged to report the case immediately to the police, competent according to the place of the damage event.

The Lessee is obliged to immediately notify the Lessor and fill out the European Accident Report accurately on the spot.

The Lessee must collect and submit all relevant documentation to the Lessor and attach photos clearly showing the damage incurred on the camper.

The official police report must contain the names and details of all participants, green card numbers, and details of all vehicles involved in the traffic accident.

**IX. WINTER EQUIPMENT, WINTER USE AND DAMAGE FROM FREEZING**

**a). Responsibility for equipment and protection against freezing**

All campers are equipped in accordance with the law. The Lessee is obliged to independently check before departure whether the countries they are traveling to require more winter equipment compared to Croatian regulations and is personally responsible for any violations.

The Lessee bears full material responsibility for all damage caused by the freezing of installations. When there is water in the tanks, the ambient temperature must not drop below 5 °C. Otherwise, the Lessee must ensure continuous heating of the vehicle or completely drain the water from the system.

The Lessee is obliged to read in detail and strictly adhere to all attached instructions of the Lessor, general terms, instructions of security services or service technicians. Otherwise, they bear full responsibility for all damage incurred.

**X. PROTECTION OF PERSONAL DATA (GDPR)**

**a). Purpose of collection and forwarding of data**

The Lessor undertakes that all personal data of the Lessee and their companions, collected for the purpose of concluding the contract, will be kept with the highest degree of care and used exclusively for the realization of the rental. Data can be forwarded to third parties only for the purpose of resolving insured cases and liquidation of damages and traffic violations, unpaid tolls, or other legal penalties committed during the rental.

**b). Compliance with the General Data Protection Regulation**

This statement has been drawn up in accordance with the General Data Protection Regulation (GDPR). Its goal is to transparently inform users about their rights regarding personal data and about the technical and organizational measures that the Lessor takes for the permanent protection of privacy.

**XI. FINAL PROVISIONS**

**a). Confirmation of familiarity with the terms**

By signing by hand, the Lessee irrevocably confirms that they have read and understood these General Terms of rental in its entirety, that they agree with them, and that they have no objections to them.

**b). Indication of prices and tax**

All stated prices, fees, and penalties in these General Terms and accompanying price lists are expressed with included value added tax (VAT) in the amount of 25%.

**c). Number of copies of documentation**

The Rental Contract and the handover record (status report) are drawn up and signed in 2 (two) identical copies, of which each contracting party receives 1 (one) copy.

**d). Entry into force and period of validity**

These General Terms enter into force and legally apply from January 1, 2026, and remain fully valid until their official revocation or modification by the Lessor.

**e). Legal nature of the document**

These General Terms represent internal business rules of the company MIRACULO d.o.o., and not legal provisions, and as such are directly applied for the purpose of regulating and performing the rental business.

**XII. AMICABLE RESOLUTION OF DISAGREEMENTS**

In case of any disputes or misunderstandings arising from or related to this Contract, the contracting parties undertake to try to resolve them amicably, through direct negotiations in a constructive and friendly spirit.

If the dispute cannot be resolved through amicable negotiations, the contracting parties agree to establish the local and actual jurisdiction of the Municipal Court in Zaprešić.

In Zaprešić, date:

Lessor:

Lessee: