

GENERAL TERMS AND CONDITIONS OF VEHICLE RENTAL

MonteGo Car LLC

These General Terms and Conditions form an integral part of every Vehicle Rental Agreement concluded between MonteGo Car LLC (hereinafter: the "Lessor") and the vehicle user (hereinafter: the "Renter"). By signing the Rental Agreement, the Renter confirms that they have read, understood and accepted these Terms and Conditions.

Article 1 - Rental Requirements

The Renter must hold a valid driver's licence for the appropriate vehicle category, a valid passport or ID card, be at least 21 years of age or have a minimum of 3 years of driving experience unless otherwise approved by the Lessor, and meet all legal requirements for operating a motor vehicle.

Article 2 - Use of the Vehicle

The Renter shall use the vehicle with due care, in accordance with all applicable laws, only for lawful purposes, regularly check engine oil, coolant and tyre pressure during long-term rentals, immediately report any damage or malfunction, and not overload the vehicle beyond the manufacturer's permitted limits.

Article 3 - Prohibited Use

Without prior written approval of the Lessor, the Renter may not: allow third parties to use the vehicle; use it for racing, testing or driver training; tow other vehicles or trailers unless authorised; perform repairs or modifications; drive under the influence of alcohol or drugs; use the vehicle for illegal activities; or otherwise violate the Rental Agreement or these Terms.

Article 4 - Security Deposit

The security deposit amount is specified in the Rental Agreement. It serves solely as security for the Renter's contractual obligations and is not income of the Lessor. The Lessor may retain part or all of the deposit in the event of vehicle damage, lost keys, tyre or wheel damage, interior damage, missing fuel, extraordinary cleaning, unpaid traffic or parking fines, tolls, or other costs caused by the Renter.

Article 5 - Insurance

The applicable insurance coverage is specified in the Rental Agreement. Insurance does not cover damage caused by driving under the influence of alcohol or drugs, intentional damage, gross negligence, unauthorised drivers, failure to report an accident, or breach of the Rental Agreement or these Terms.

Article 6 - GPS Device

Vehicles may be equipped with a GPS tracking device solely for vehicle protection, customer assistance and prevention of misuse.

Article 7 – Traffic Accident

In the event of an accident or vehicle damage, the Renter must immediately notify the Lessor, comply with applicable laws, contact the police where required, provide all necessary documentation and remain at the scene whenever legally required.

Article 8 – Repairs and Maintenance

The Renter may not carry out repairs without prior approval. Unauthorised repair costs will not be reimbursed. For rentals exceeding 30 days, the Renter shall make the vehicle available for scheduled servicing upon request.

Article 9 – Liability for Damage

The Renter is liable for damage caused through their fault. The amount of damage shall be determined based on an authorised repair invoice, an independent assessment or other reliable documentation. The Renter is also liable for damage caused by improper use, including continued driving despite warning lights or obvious mechanical faults.

Article 10 – Fines and Tolls

The Renter is responsible for all traffic fines, parking fines, toll charges and other penalties incurred during the rental period. The Lessor may charge an administrative processing fee according to its current price list.

Article 11 – Fuel

The vehicle must be returned with the same fuel level as at collection. Otherwise, the Lessor may charge for the missing fuel and refuelling service.

Article 12 – Rental Extension and Late Return

Rental extensions require prior approval. Keeping the vehicle beyond the agreed return time without authorisation constitutes a breach of contract.

Article 13 – Vehicle Photos

Photos and videos taken upon collection and return form part of the rental documentation and may be used as evidence of the vehicle's condition.

Article 14 – Personal Belongings

The Lessor is not responsible for loss, theft or damage to personal belongings left inside the vehicle.

Article 15 – Data Protection

Personal data are processed solely for the purposes of performing the Rental Agreement, collecting payments and complying with legal obligations.

Article 16 – Cross-Border Travel

The vehicle may be driven outside Montenegro only to countries expressly approved in the Rental Agreement.

Article 17 – Right to Refuse or Cancel

The Lessor reserves the right to refuse a rental or cancel the Rental Agreement before the rental period begins if the rental presents a risk to safety, property or business operations, or if the Renter fails to meet the agreed requirements.

Article 18 – Governing Law and Jurisdiction

These Terms are governed by the laws of Montenegro. Any disputes shall be subject to the jurisdiction of the competent court in Podgorica, unless otherwise provided by applicable law.

Document Version: 1.0

Effective Date: _____