

GENERAL TERMS AND CONDITIONS OF PUBLIC GARAGE "GARAŽA FIRULE"

Carefully read these General Terms and Conditions of public garage "Garaža Firule" (hereinafter: "General Terms") which regulates the rights and obligations of the Garage User and set rules for the use of the Garage owned by Garaža Firule Ltd., Spinčićeva 2B, Split OIB 16151275483 (hereinafter: "Garage Firule").

1. ACCEPTANCE OF CONDITIONS

1.1. By entering the Garage, the Garage User (hereinafter User) enters into a contractual relationship with the Garaža Firule in regards to the use of the Garage and accepts the General Terms and Conditions described here.

1.2. It is considered that by entering the Garage, the User has concluded a lease or agreement on use of the parking space with the parking provider, in accordance with the provisions of these General Terms and Conditions. The User is primarily considered to be the owner of the vehicle and / or the lessee to whom the vehicle was allowed to use on the basis of a vehicle lease contract, as well as a company performing registered rent-a-car services regardless of whom it released the vehicle.

1.3. These General Terms and Conditions apply to all users of the Garage, including tenants of parking spaces leased on the basis of a special contract concluded with the Garaža Firule ("Long-term tenants"), employees and all persons in business relations with long-term tenants, and do not exclude the application of the provisions of the individual lease agreements relating to the Garage.

2. OBLIGATION OF GARAŽA FIRULE

2.1. Garaža Firule, its employees, representatives and contractors are not responsible for any loss or damage to vehicles and / or property located in the vehicles of the User (for example: in case of scratches on the vehicles of the User, in case of broken windows on the User's vehicles, in case of any damage to the vehicle of the User, in case of alienation of property from the vehicle of the User, etc.). The lease agreement within the meaning of Article 1.2. of these General Terms and Conditions, any obligation of Garaža Firule in relation to the parking of User's vehicles, as well as liability for disappearance, damage and / or destruction of User's vehicles was excluded.

2.2. If the Garage User would witness damage to another vehicle and / or theft of items from the vehicle, he is obliged to report it to the Garaža Firule representatives without delay, as well as security and / or police.

2.3. All Garage Users are obliged to immediately report all criminal offenses (criminal and misdemeanour offenses, including damage, theft or attempted theft of a vehicle) to the police and inform the Garaža Firule about them through persons authorized to manage the Garage and parking fees.

2.4. In case that User notices damage of his vehicle or any part of the property or structure in the Garage, he is obliged to immediately report the damage to the Garaža Firule representatives. Garaža Firule may claim compensation for occurred damages from the person who caused it. In case of damage of another vehicle, representatives of the Garaža Firule may request from the User information about the registration plates of their vehicle and any other vehicle that participated in the harmful event, and Garage Users are obliged to provide such information.

2.5. In order to protect people and property, the Garage uses video surveillance set by the Garaža Firule in the period from 00 to 24 hours. Regardless, since the Garage is publicly available, Garaža Firule is not

GARAŽA FIRULE d.o.o.

Registarski sud: Trgovački sud u Splitu

MBS: 060426222, OIB: 16151275483

e-mail: garazafirule@gmail.com, 24 h support tel: +385 91 422 4466

responsible for the entry of third parties into the Garage and the occurrence of damage by their actions or participation in conduct contrary to the laws of the Republic of Croatia. Garage users, owners and users of vehicles, use the Garage at their own risk. Although the Garage is under video surveillance and the supervision of the protection / insurance service, Garaza Firule is not responsible for damage and theft caused by third parties to the Users.

2.6. Authorized persons of Garaza Firule and the head of data processing of Garaza Firule have access to the video surveillance system, in accordance with the internal acts of Garaza Firule. At the request of the competent state bodies within the scope of their statutory scope, the recordings will be reviewed, seized and transferred for further use. Video surveillance recordings may be seized and ceded to Garage Users only with a written court order.

2.7. Video surveillance recordings shall be stored for a limited period of two weeks and, in exceptional cases, for a period of thirty days.

VEHICLE AND PROPERTY SAFETY

3.1. Garage users are obliged, prior leaving the parked vehicle in the Garage, to check that all vehicle windows are closed and close them in case they are not, the parking brake is properly activated and activate it in case that it is not, the motor is turned off and turn it off in case that it is not and that the vehicle is properly locked.

3.2. The User is obliged to take his personal belongings with him when leaving the vehicle in the Garage, and to store the items he may leave in the vehicle in a safe and hidden place so that they are not left in a visible place inside the vehicle and visible to third parties. Garage users leave only the vehicle and movables in the vehicle in the Garage at their own risk.

GARAGE SAFATE AND USAGE OF THE GARAGE

4.1. Garage users are obliged to carefully drive the vehicle in the Garage and to respect the traffic signalization, precedence and speed limits, as well as instructions received from the representatives of the Garaza Firule. The user of the Garage whose vehicle is not in motion is obliged to turn off the vehicle's propulsion engine as soon as possible, and certainly as soon as he parks the vehicle in the parking space.

4.2. Vehicles that meet the vehicle height limit may enter the Garage. The vehicle height limit is displayed at the entrance to the Garage.

4.3. Users are obliged to ensure that their vehicle is fully and correctly parked within the parking space markings. Parking of vehicles in more than one parking space is not allowed. It is forbidden and not allowed to park the vehicle in a way that causes interference to other users of the Garage and especially in the way that it blocks the entrance and / or exit from the Garage, access to the security roads and emergency exits. Such actions will be considered improper parking in the Garage and will be subject to the measures referred to in Articles 6 and 8 of these General Terms and Conditions.

PROHIBITED ACTIVITIES

5.1. It is forbidden:

- carry out any activities related to the sale, rental and provision of services and disposal of vehicles or movables

-to park vehicle in a way that causes interference to other Users of the Garage - whether it blocks the entrance or exit or is an obstacle inside the Garage

GARAŽA FIRULE d.o.o.

Registarski sud: Trgovački sud u Splitu

MBS: 060426222, OIB: 16151275483

e-mail: garazafirule@gmail.com, 24 h support tel: +385 91 422 4466

- interfere with other Garage Users by their actions - especially insult or create inconveniences to the detriment of Garaza Firule or any other Garage User
- to park vehicle in special category marked parking spaces (persons with disabilities, etc.) unless the owner or vehicle does not belong to the specified category
- cleaning of vehicles in the Garage space
- leaving waste (except in the space that is provided for the waste disposal) or creating mess in the garage
- distribution of marketing materials without the permission of the Garaza Firule
- smoking
- tows vehicles in the Garage space, without the prior explicit consent of the Garaza Firule representative
- vehicles repair in the garage
- detention in the parking space and / or in the Garage space with the vehicle's propulsion engine running, unless the vehicle is in motion with the aim of entering and / or exiting the Garage and / or parking in the parking space
- undertaking and / or engaging in any action and activity that violates the laws and bylaws of the Republic of Croatia and norms of public morality.
- stay and detention of persons who do not use the Garage for parking and / or who have not parked their vehicle in the Garage, and such unauthorized stay of persons in the Garage will be considered interference with possession and violation of inviolability of business premises owned by Garaza Firule

6. ACCESS AND MOVEMENT OF VEHICLES

6.1. In case of improper parking in the Garage in terms of the provisions of Article 4.3. of these General Terms and Conditions, Garaza Firule will be authorized to call the towing service and move the improperly parked vehicle.

6.2. Garaza Firule has possibility to refuse entry of any vehicle into the Garage space for any reason and without stating the same.

6.3. If the part or completely Garage must be closed (temporarily or permanently) or if the Garage must be evacuated, either in an emergency or for other reasons Garaza Firule has the right to restrict access to the Garage and / or move and / or order the relocation of parked vehicles outside the Garage. If the vehicle in any case remains unauthorized in the premises of the Garage, Garaza Firule staff members or contractors have the right to remove such vehicle using the towing service at the expense of the owner of the vehicle.

6.4. Garaza Firule has the right to move the vehicle in the case that it is parked contrary to these General Terms and Conditions, including, but not limited to the following cases, or in the case that the vehicle:

- blocks the emergency exit;
- causes a potential fire hazard;
- interferes with other Garage Users;
- interferes with the maintenance of the Garage;
- is not parked in a marked parking place or is parked in two or more marked parking places;
- may pose a security risk to the Garage and other Garage Users;
- poses a risk to the health and safety of the Garage User and the representative of the Garaza Firule

7. PROHIBITION OF ENTRING THE GARAGE

7.1. Garaza Firule has the right to prohibit access to the Garage to vehicles and Users who have not complied with these General Terms and Conditions in accordance with its sole discretion.

GARAŽA FIRULE d.o.o.

Registarski sud: Trgovački sud u Splitu

MBS: 060426222, OIB: 16151275483

e-mail: garazafirule@gmail.com, 24 h support tel: +385 91 422 4466

8. PRICES, FEES AND METHOD OF PAYMENTS METHODS (PARKING)

8.1. The amounts of fees for the use of the Garage are clearly shown on the price list located at the entrance to the Garage.

8.2. All parking tickets, except for the one-hour parking tickets, are purchased by the Garage Users from the Garaza Firule representative in the official premises.

8.3. The Garage user who wants to buy a full-day and / or monthly parking ticket, and if he entered the Garage with the vehicle, is obliged to request the same within 15 minutes of entering the Garage with the presentation of an entrance ticket for hourly parking.

8.4. Subscription tickets can only be used for parking on specified areas for subscribers. Parking on other spaces will be charged according to the price list at the hourly rate.

8.5. Hourly payment can be made only at automatic cash machines and only with representatives of the Garaza Firule in the official room.

8.6. It is not recommended to leave the parking ticket in the vehicle, to damage it and to keep it near mobile and electrical devices and heat sources.

8.7. The Garage User is obliged to pay for the parking (hourly) service before leaving the Garage. After the payment, the Garage User is obliged to leave the Garage within 20 minutes. If the Garage User does not leave the Garage within the specified period after payment, it will be considered that a new parking hour has started, which he is obliged to pay.

8.8. The purchase of subscription, daily, monthly, annual tickets is done at the Garaza Firule office.

8.9. Issuance of R1 invoice is possible only in the Garaza Firule office, and it is necessary to request it in advance. Subsequent issuance of R1 invoices is not possible.

8.10. Garaza Firule reserves the right to limit the number of subscription tickets that Garage Users can purchase.

If the Garage User wants to buy a subscription ticket, and all Garage capacities are currently filled, the Garage User can submit a request for the purchase of a subscription card and it will be approved when there is a free space for the requested type of card. The application form for the purchase of a subscription ticket is downloaded and handed over by the user in the official premises of the Garaza Firule at the exit from the Garage.

8.11. In case of loss of parking or subscription ticket, the Garage User is obliged to report the loss of the Firule Garage immediately upon learning.

8.12. The price of the lost hourly ticket is 20.00 €, and if the amount of the fee for the hourly use of the Garage exceeds 20.00 €, the amount of the hourly parking ticket is paid according to the actually determined time of using the Garage. Refund is not possible.

8.13. Authorized persons of Garaza Firule use appropriate technical equipment that allows recording the place and time of parking, car model, type, colour and plates of the vehicle - and are able to determine the time of entry into the Garage and calculate the duration of the usage of the Garage and calculate parking price in accordance with the previous provision.

GARAŽA FIRULE d.o.o.

Registarski sud: Trgovački sud u Splitu

MBS: 060426222, OIB: 16151275483

e-mail: garazafirule@gmail.com, 24 h support tel: +385 91 422 4466

8.14. After the expiration of the time for which he bought the subscription card, the Garage user is obliged to return it to the Garaza Firule. The price of a lost or damaged subscription parking ticket is 10.00€.

8.15. Until the User pays the fee for the use of the Garage, the vehicle will not be released from the Garage space, ie the exit ramp will not be raised. The vehicle will be allowed to leave the Garage only after paying the fee for the use of the Garage. In case of malicious actions blocking the exit ramps, obstructing the work of the Garage or interfering the staff, Garage Firule has the right to move the vehicle at the expense of the owner and charge compensation for breach of obligation arising from the use of the Garage in the amount of 150.00€. If the owner of the vehicle does not cover the incurred costs, Garaza Firule has the right to initiate legal proceedings to collect unpaid and other related legal costs.

8.16. Garaza Firule has the right to change the fee for the use of the Garage without prior notice and without the consent of the Garage User.

9. COMPLAINTS AND INFORMATION

9.1. All information regarding the use of the Garage, Users can request from the representative of the Garaza Firule in the office at the entrance / exit of the Garage.

9.2. In accordance with Article 10 of the Consumer Protection Act, Garage users can submit written complaints in person at the address GARAŽA FIRULE doo, Spinčićeva 2B, Split, from Monday to Friday from 9:00 to 15:00, by mail sent to the same address and by e-mail: garazafirule@gmail.com.

9.3. Garaza Firule reserves the right to amend these General Terms and Conditions in writing, without the consent of the Garage User.

9.4. These Terms and Conditions shall enter into force on January 02, 2023.

GARAŽA FIRULE d.o.o.

Registarski sud: Trgovački sud u Splitu

MBS: 060426222, OIB: 16151275483

e-mail: garazafirule@gmail.com, 24 h support tel: +385 91 422 4466