

Splošni pogoji za Pogodbo o finančnem leasingu (Splošni pogoji) Različica 3 z dne 01.12.2022

Splošni pogoji predstavljajo sestavni in neločljiv del Pogodbe o leasingu, sklenjene med Leasingodajalcem in Leasingojemalcem. Pomeni vseh izrazov, zapisanih z veliko začetnico, so v nadaljevanju enaki kot pomeni istih izrazov v Pogodbi o leasingu (in obratno), razen če v Splošnih pogojih ali v Pogodbi o leasingu ni izrecno določeno drugače.

Splošni pogoji veljajo za vse Pogodbe o leasingu, sklenjene z Leasingojemalcem, in se bodo za vsako posamezno Pogodbo o leasingu obravnavali ločeno v obdobju, dokler ne bo Leasingodajalec izdal nove različice Splošnih pogojev, ki jo bosta podpisali obe Pogodbenici. Nova različica Splošnih pogojev se bo uporabljala za Pogodbe o leasingu, podpisane na datum izdaje in podpisa omenjene nove različice Splošnih pogojev ali po tem datumu.

1. Predmet Pogodbe o leasingu

1.1. Leasingodajalec bo od Dobavitelja kupil Predmet leasinga po ceni in v skladu s pogoji, ki so podrobno opisani v Pogodbi o leasingu, nato pa bo Predmet leasinga predal v uporabo in koriščenje Leasingojemalcu, pri čemer bo Leasingojemalec za takšno uporabo plačal, po izpolnitvi vseh svojih obveznosti v skladu s Pogodbo o leasingu pa bo Leasingojemalec pridobil pravico, da zaprosi za prenos lastninske pravice na Predmetu leasinga. S podpisom Pogodbe o leasingu Leasingojemalec potrjuje, da je izbral Dobavitelja, Predmet leasinga in njegove specifikacije (vključno z dodatno opremo), da se je z Dobaviteljem strinjal o vseh pogojih nakupa, dobave in predaje Predmeta leasinga in da Predmet leasinga, naveden v Pogodbi o leasingu, popolnoma ustreza zahtevam Leasingojemalca v zvezi s ceno, primernostjo za predvideni namen, tehničnimi specifikacijami in garancijskimi pogoji, in da torej Leasingojemalec v zvezi s tem ne more imeti nobenih zahtevkov zoper Leasingodajalca. Leasingojemalec potrjuje, da je seznanjen z dejanskim pravnim in fizičnim stanjem Predmeta leasinga, in to stanje s podpisom Pogodbe o leasingu tudi sprejema. S podpisom Pogodbe o leasingu Leasingojemalec naproša Leasingodajalca, da od Dobavitelja kupi Predmet leasinga, naveden v Pogodbi o leasingu, in ga nato pod pogoji, navedenimi v Pogodbi o leasingu, dá v najem Leasingojemalcu v skladu z določbami Pogodbe o leasingu in Splošnih pogojev.

1.2. Leasingodajalec lahko zadrži katero koli plačilo Dobavitelju, dokler Leasingojemalec Leasingodajalcu ne izplača celotnega zneska Pologa in drugih nadomestil, navedenih v Pogodbi o leasingu.

General Terms and Conditions of Financial Lease Agreement (General Terms) Version 3 dated 01.12.2022

These General Terms form an integral indivisible part of the Lease Agreement concluded between the Lessor and the Lessee. Any and all terms capitalised herein shall have the same meaning as given to such terms in the Lease Agreement (and vice versa), unless the General Terms or the Lease Agreement, respectively, explicitly specify otherwise.

These General Terms shall be valid for any and all of the Lease Agreements signed with the Lessee and shall be treated separately for each Lease Agreement in the period until the new version of General Terms has been issued by the Lessor and signed by the Parties. The new version of General Terms shall apply to the Lease Agreements signed on or after the day of issuance and signing of that new version of General Terms.

1. Subject of the Lease Agreement

1.1. The Lessor shall purchase the Leased Asset from the Supplier for a price and in accordance with terms and conditions specified in detail in the Lease Agreement, and it shall then surrender the Leased Asset to the Lessee into use and exploitation, whereas the Lessee shall pay for such use and shall acquire the right to request the transfer of title over the Leased Asset upon the discharge of all of its obligations under the Lease Agreement. By signing of the Lease Agreement, the Lessee certifies that it has chosen the Supplier, the Leased Asset and its specification (incl. additional equipment), and has agreed with the Supplier on all conditions of the purchase, delivery and handover of the Leased Asset, and that the Leased Asset specified in the Lease Agreement fully meets the Lessee's requirements in terms of price, suitability for the intended purpose, technical specifications and warranty conditions, so the Lessee may have no claim from this against the Lessor. The Lessee acknowledges it is acquainted with the actual legal and physical condition of the Leased Asset and accepts it by signing the Lease Agreement. By signing of the Lease Agreement, the Lessee requests from the Lessor to purchase from the Supplier the Leased Asset specified in the Lease Agreement, and to lease it under the terms of the Lease Agreement to the Lessee in accordance with the provisions of the Lease Agreement and these General Terms.

1.2. The Lessor may withhold any payment to the Supplier until the Lessee pays to the Lessor the full amount of the Down Payment and other fees, as nominated in the Lease Agreement.

- 1.3. Leasingojemalec se zavezuje, da bo na lastne stroške in na lastno tveganje prevzel in sprejel Predmet leasinga na datum in na kraju dobave, ki sta navedena v Pogodbi o leasingu, da bo Predmet leasinga usposobil za uporabo, pridobil vsa nujna dovoljenja za zakonito uporabo Predmeta leasinga (vključno z Dovoljenjem za opravljanje dejavnosti), da bo spoštoval vse ustrezne okoljske zahteve, zahteve za zdravstveno varstvo in varnostne zahteve za uporabo Predmeta leasinga in da bo zagotavljal varno parkiranje in ohranjanje Predmeta leasinga ter zaščito pred krajo.
 - 1.4. Ob dobavi mora Leasingojemalec skrbno preveriti, ali ima Predmet leasinga kakršne koli očitne napake, in podpisati potrdilo, ki dokazuje dobavo in skladnost dobavljenega Predmeta leasinga s Pogodbo o leasingu (Potrdilo o prejemu in sprejemu Primopredajni zapisnik). V primeru očitnih napak ali nepričakovanih dogodkov tekom dobave je treba takšne napake ali dogodke zabeležiti v Potrdilo o prejemu in sprejemu Primopredajni zapisnik, s podpisami pa jih morajo potrditi Dobavitelj ali Leasingodajalec kot prenosnik posrednik, in Leasingojemalec kot prejemnik.
 - 1.5. Pogodbenici potrjujeta, da je Predmet leasinga, Dobavitelja in pogoje za pridobitev in dobavo Predmeta leasinga s strani Dobavitelja izbral, odobril in zanje zaprosil Leasingojemalec na svojo lastno odgovornost. V skladu z zgoraj navedenim Leasingodajalec tako ni odgovoren ne za stanje ali napake Predmeta leasinga ob dobavi (ali za kakršne koli neskladnosti Predmeta leasinga s posebej dogovorjenimi lastnostmi ali za njegovo neprimernost za običajno ali posebej namenjeno uporabo) ne za morebitno zamudo ali odpoved dobave s strani Dobavitelja, za kakršne koli garancijske pogoje Predmeta leasinga ali za kakršne koli dodatne stroške za vzpostavitev (ali vzdrževanje) delovanja Predmeta leasinga. Predmeti leasinga bodo Leasingojemalcu dobavljeni v stanju, v kakršnem jih je dobavil Dobavitelj. Vsakršno servisiranje in popravila v obdobju veljavne garancije ali v obdobju, ko je garancija že potekla, in zahtevke za odpravo napak Predmeta leasinga mora Leasingojemalec urediti neposredno s pooblaščenim servisom oziroma z Dobaviteljem. Leasingodajalec ne prevzema nikakršne odgovornosti za pripravljenost Predmet glede na stanje Predmeta leasinga za delovanje ali za tehnične značilnosti lastnosti, ustreznost in kakovost Predmeta leasinga.
 - 1.6. Leasingodajalec ne prevzema nikakršnih odgovornosti za povračilo poškodbe na vozilu in je oproščen vsakršnih drugih obveznosti ali odgovornosti, ki bi izhajale iz zakonodaje, ki ureja odgovornost za poškodbe na vozilu; Leasingojemalec lahko vložiti zahtevek za nadomestilo za poškodbe na vozilu ali za kršitev drugih pravic le neposredno pri
- 1.3. The Lessee undertakes at its own cost and risk to take over and receive the Leased Asset on the date of delivery and at the place of delivery specified in the Lease Agreement, to put the Leased Asset into operation, to obtain all the mandatory licences for its lawful usage (including the Operating License), to comply with all the appropriate environmental, health and safety requirements applicable for its use and to provide for its safe parking and preservation, and prevention against theft.
 - 1.4. At delivery, the Lessee shall diligently examine the Leased Asset for evident defects and shall sign the certificate evidencing the fact of delivery and the compliance of the delivered Leased Asset with the Lease Agreement (Certificate of Receipt and Acceptance). In case of evident defects or any unexpected events during delivery, such defects or events shall be recorded in the Certificate of Receipt and Acceptance and certified by signatures of the Supplier or the Lessor, as a transferor, and by the Lessee, as a recipient.
 - 1.5. The Parties acknowledge that the Leased Asset, the Supplier and terms and conditions for the acquisition from and delivery by the Supplier of the Leased Asset have been chosen, approved and requested by the Lessee and at sole risk of the Lessee. In view of the above, the Lessor shall not be held liable either for the condition or defects of the Leased Asset at delivery (or for any incompliances of the Leased Asset with the specifically agreed qualities or its unsuitability with any usual or specific intended use), or for any delay or cancellation of delivery by the Supplier, or for any Leased Asset's warranty terms or conditions, or for any extra expenses for putting (or keeping) the Leased Asset in operation. The Leased Assets shall be delivered to the Lessee in the condition in which they have been delivered by the Supplier. Any warranty and out of warranty service and repair and claims for defects of the Leased Asset shall be settled directly between the Lessee and the authorized service organization/ respectively with the Supplier. The Lessor shall not assume any liability for the readiness for operation or for the technical characteristics, suitability and quality of the Leased Asset.
 - 1.6. The Lessor is entirely exempt from liability for the compensation of damages and is exempt from any other obligations or liabilities arising from the law governing to liability for damage; the Lessee may file a claim for the compensation of damage or other infringed rights only directly to the Supplier and / or the manufacturer (as applicable). The Lessee

Dobavitelju in/ali proizvajalcu (kot je ustrezno po dobaviteljnih navodilih). Leasingojemalec zoper Leasingodajalca nima nobenih zahtevkov. Leasingodajalec v odnosu do katere koli osebe, ki vzdržuje ali uporablja Predmet leasinga, nima nikakršne odgovornosti.

shall have no claims against the Lessor. The Lessor shall not be held liable against any person maintaining or using the Leased Asset.

- 1.7. Leasingodajalec bo v zadevnih dokumentih, vključno z dokumenti za registracijo vozila (v primeru vozil, ki jih je treba registrirati), naveden kot lastnik Predmeta leasinga in ima pravico Predmet leasinga ustrezno označiti kot svojo last. Lastninska pravica Leasingodajalca na Predmetu leasinga učinkuje zoper stečajno maso Leasingojemalca in morebitne upnike, vključno z upniki, ki so menili, da so pridobili zavarovanje ali izvršilni naslov (kjer to pride v poštev). Leasingojemalec Predmeta leasinga ne sme obremeniti (ali poskusiti ali dovoliti njegovo obremenitev) v korist katere koli tretje osebe niti ne sme prenesti katerih koli pravic ali obveznosti iz Pogodbe o leasingu na katero koli tretjo stranko. Leasingojemalec Predmeta leasinga ne sme spremeniti z združitvijo Predmeta leasinga s katerim koli drugim predmetom, tako da bi Predmet leasinga postal njegov sestavni del.

- 1.7. The Lessor shall be disclosed as the owner of the Leased Asset in the relevant documents, including (applicable to vehicles subject to registration) vehicle registration documents and shall have the right to properly label the Leased Asset as its ownership. The property rights of the Lessor over the Leased Asset shall apply against the Lessee's bankruptcy estate and any creditors, including those creditors, who thought to have obtained a security or enforcement title (if applicable). The Lessee shall not encumber (or attempt or permit to encumber) the Leased Asset in favour of any third party, or transfer any of the rights or obligations under the Lease Agreement to any third party. The Lessee shall not modify the Leased Asset by combining it with any other object so that the Leased Asset would become an integral part thereof.

2. Lastninska pravica na Predmetu leasinga

2. Title to the Leased Asset

- 2.1. Predmet leasinga ves čas trajanja Pogodbe o leasingu ostane v izključni lasti Leasingodajalca. Leasingojemalec ne sme storiti ali dovoliti ničesar, kar bi lahko posegalo ali ogrozilo pravice Leasingodajalca v odnosu do Predmeta leasinga. Leasingodajalec sme posest in primerno uporabo Predmeta leasinga s strani Leasingojemalca prekiniti le v primerih, ki so povezani z izvajanjem pridržane pravice pregleda ali zasega. V primeru prenehanja Pogodbe o leasingu (ne glede na vzrok in vrsto prenehanja) mora Leasingojemalec Predmet leasinga nemudoma vrniti Leasingodajalcu, razen v primeru, da Pogodba o leasingu in Splošni pogoji določajo drugače. Leasingojemalec nima pravice pridržati Predmeta leasinga ali katerega koli dela Predmeta leasinga, ne glede na morebitne zahtevke zoper Leasingodajalca in/ali Dobavitelja in/ali tretje stranke.
- 2.2. Leasingojemalec ne sme prodati, oddajati v najem, prenesti ali obremeniti Predmeta leasinga s kakršnimi koli zavarovanji, bremeni ali zastavnimi pravicami, ali na kakršen koli način razpolagati ali ravnati s Predmetom leasinga ali katerim koli njegovim delom tako, da bi na Predmetu leasinga ustanovil ali omogočil ustanovitev kakršne koli zastavne pravice/bremena, in ne sme sklepati sporazumov ali dogovorov za podnajem ali oddajo Predmeta leasinga ali katerega koli njegovega dela (ali dovoliti nadaljevanja nedovoljene uporabe Predmeta leasinga ali

- 2.1. The Leased Asset shall remain a sole property of the Lessor over the entire period of the Lease Agreement. The Lessee shall not do or permit to be done anything that could prejudice or jeopardize the rights of the Lessor in respect of the Leased Asset. The Lessor must not disrupt the possession and proper use of the Leased Asset by the Lessee other than in cases related to exercising the reserved right to inspection or repossession. In the event of termination of the Lease Agreement (regardless of the cause and type of the termination), the Lessee shall immediately return the Leased Asset to the Lessor, unless the Lease Agreement and these General Terms stipulate otherwise. The Lessee has no right to retain the Leased Asset or any part thereof, regardless of any potential claims against the Lessor and / or the Supplier and / or third parties.
- 2.2. The Lessee shall not sell, lease, assign or encumber the Leased Asset with any security rights or any charge or lien, or in any way dispose of or deal with the Leased Asset or any part thereof to create or allow to be created any lien / charge thereon, and shall not enter into any agreement or arrangement for sub-letting or hiring of the Leased Asset or any part thereof (or permit to subsist any unpermitted use thereof). In case of permitted (in advance by the Lessor in writing) sub-letting / sub-leasing the Leased Asset by the Lessee to its associated

katerega koli njegovega dela). V primeru dovoljenega podnajema/ oddajanje Predmeta leasinga (ki ga mora s pisnim soglasjem vnaprej odobriti Leasingodajalec) s strani Leasingojemalca njegovim povezanim podjetjem ali subjektom, ki se nahajajo v državah, ki niso država sedeža Leasingojemalca (*Flagging Out Deals*), mora Leasingojemalec za celotno Leasing dobo Leasingodajalcu zagotoviti kopijo veljavne in posodobljene licence za opravljanje poslovnih dejavnosti v povezavi s Predmetom leasinga (Dovoljenje za opravljanje dejavnosti), ki jo je izdal pristojni organ, skupaj s kopijami drugih morebitnih potrdil, ki se jih zahteva kot pogoj za pridobitev Dovoljenja za opravljanje dejavnosti. Če Dovoljenje za opravljanje dejavnosti poteče ali se konča tekom Leasing dobe, mora Leasingojemalec izpolniti svoje obveznosti in omenjene dokumente zagotoviti najkasneje na vsak zadevni datum podaljšanja. Leasingojemalec mora Leasingodajalca tudi nemudoma obvestiti o prejemu morebitnega obvestila o izvršbi ali o odvzemu licence, ki ga prejme s strani lokalnega organa za izdajanje dovoljenj.

- 2.3. Nihče, ki ima v uporabi Predmet leasinga, ne sme nad njim pridobiti lastništva na podlagi priposestevovanja (*usucapio*).
- 2.4. Leasingojemalec svojih pravic, dolžnosti in/ali obveznosti, ki izhajajo iz Pogodbe o leasingu, ne sme prenesti na tretjo osebo. Leasingodajalec lahko vse svoje pravice ali del svojih pravic (vključno z zahtevki), dolžnosti in/ali obveznosti, ki izhajajo iz Pogodbe o leasingu, prenese na oz. odsvoji tretji osebi, ne da bi za to potreboval soglasje Leasingojemalca. V primeru, da Leasingodajalec celotno Pogodbo o leasingu prenese na tretje osebe, Leasingojemalec vnaprej izrecno soglašča s tovrstnim prenosom in se izrecno odreka pravici do odpovedi Pogodbe o leasingu v skladu z določbo člena 613 Obligacijskega zakonika.
- 2.5. Leasingojemalec je dolžan zaščititi Predmet leasinga pred morebitnimi zahtevki tretje osebe (in Leasingodajalca odvezati odgovornosti v zvezi s takšnimi zahtevki). Leasingojemalec mora Leasingodajalca nemudoma obvestiti o morebitnih zahtevkih tretjih oseb, povezanih s Predmetom leasinga, njegovem razpolaganju in odvzemu ter o izvajanju katere koli odločbe, katere predmet bi lahko bil (ali je) Predmet leasinga. Enako velja tudi za izvrševanje sklepov v zvezi z zemljiščem, na katerem se nahaja Predmet leasinga. Leasingojemalec je dolžan sodišče, sodnega izvršitelja in/ali katero koli tretjo osebo v času zaplembe/zasega Predmeta leasinga (ali ob naznanilu zaplembe/zasega, kjer to pride v poštev) obvestiti, da je Predmet leasinga predmet finančnega leasinga, in zagotoviti kontaktne podatke Leasingodajalca kot lastnika Predmeta leasinga.

companies or entities situated in countries other than the country of the Lessee's seat (*Flagging Out Deals*), the Lessee is obliged throughout the Lease Term to provide the Lessor with the copy of a valid and current licence for operating its business activities related to the Leased Asset (*Operating License*) granted by the competent licensing authority together with copies of any other certificates required as a condition for obtaining the *Operating License*. If the *Operating License* expires or ends during the Lease Term, the Lessee is obliged to fulfil its obligations to provide the said documents on each relevant renewal date, at the latest. The Lessee is also obliged to inform the Lessor immediately of the receipt of any enforcement or license revocation notices by local licensing authority.

- 2.3. No one may, through holding possession of the Leased Asset, acquire its ownership based on prescription (*usucapio*).
- 2.4. The Lessee may not transfer its rights, obligations and / or liabilities from the Lease Agreement to a third party. The Lessor is entitled to transfer / assign all or part of its rights (including claims), obligations and / or liabilities from the Lease Agreement to the third party without consent of the Lessee. For case of transfer of the entire Lease Agreement by the Lessor to third parties, the Lessee expressly consents in advance to such transfer and explicitly waives its rights to terminate the Lease Agreement under the provision of Art. 613 of the Code of Obligations.
- 2.5. The Lessee is obliged to protect the Leased Asset (and hold the Lessor harmless) from any claims of the third party. The Lessee shall inform immediately the Lessor about any claims of a third party relating to the Leased Asset, its disposal, and deprivation as well as about execution of any decision, subject of which may be (or is) the Leased Asset; the same applies to execution of decisions in regard to the land, where the Leased Asset is. The Lessee is obliged to duly inform the court, the enforcement agent and / or any third party at time of impounding / seizure of the Leased Asset (or, if applicable, at announcement of such) that the Leased Asset is subject to financial leasing and provide contact details of the Lessor as its legal owner. The Lessee must also announce to the Lessor the name and address of the person entitled from the claims. The Lessee

Leasingojemalec mora Leasingodajalcu sporočiti tudi ime in naslov osebe upravičene iz teh zahtevkov. Leasingojemalec nosi vse stroške, povezane z zaščito Predmeta leasinga pred zahtevki tretje osebe (vključno z razumnimi stroški Leasingodajalca), ki niso (ali niso bili) na koncu poravnani s strani te tretje osebe. Leasingojemalec prevzema celotno tveganje izgube posesti Predmeta leasinga, ki temelji na katerem koli razlogu, vključno z naključnim uničenjem ali zasegom Predmeta leasinga in odvzemom lastništva ali nadzora nad Predmetom leasinga. V tem primeru mora Leasingojemalec Leasingodajalcu izplačati odškodnino za celotno škodo (vključno z izgubljenim dobičkom), stroške in/ali dajatve (vključno s sodnimi taksami), ki jih je utrpel Leasingodajalec.

- 2.6. Po rednem poteku Pogodbe o leasingu, tj. po plačilu zadnjega izmed obrokov leasinga in po poravnavi vseh ostalih obveznosti, ima Leasingojemalec pravico zahtevati prenos lastninske pravice na Predmetu leasinga. Leasingodajalec zagotovi vse potrebne dokumente za prenos in registracijo lastninske pravice na Predmetu leasinga. Leasingojemalec nosi vse stroške, nadomestila, davke in druge izdatke, povezane s prenosom lastništva. Po poravnavi vseh obveznosti Leasingojemalca po in v zvezi s Pogodbo o leasingu ter Predmetom leasinga Leasingodajalec brez nepotrebnega odlašanja sprostí zavarovanja, zagotovljena v okviru Pogodbe o leasingu (kar vključuje tudi vrnitev vseh menic).

3. Registracija Predmeta leasinga

- 3.1. Registracijo Predmeta leasinga pri zadevnem upravnem organu Leasingojemalec izvede ali uredi na lastne stroške in do zakonsko predpisanega roka, vendar najpozneje v 3 delovnih dneh od dneva, ko je bil Predmet leasinga dobavljen Leasingojemalcu. V enakem roku mora Leasingojemalec zagotoviti tudi skladnost z vsemi potrebnimi formalnostmi, povezanimi z registracijo, vključno z registracijo Leasingodajalca kot lastnika in registracijo Leasingojemalca kot uporabnika Predmeta leasinga (Prometno dovoljenje). V Evidenci registriranih vozil mora biti, če je to mogoče, vnesena številka Pogodbe o leasingu, ki zadeva registrirani Predmet leasinga. Leasingojemalec bo Leasingodajalcu predal kopijo Prometnega dovoljenja najpozneje v 7 delovnih dneh po dobavi Predmeta leasinga.
- 3.2. S podpisom Pogodbe o leasingu Leasingojemalec Leasingodajalcu podeljuje pooblastilo, da ga le-ta zastopa v vseh pravnih zadevah kot upravljavec/uporabnik Predmeta leasinga v odnosu do zadevnega upravnega organa za registracijo Predmeta leasinga. Na podlagi tega pooblastila je Leasingodajalec še

shall bear all the costs relating to the protection of the claims of the third party (incl. Lessor's reasonable costs), which are not (or were not) finally paid by this third party. The Lessee bears the full risk of losing possession of the Leased Asset based on any ground including incidental destruction or seizure or the Leased Asset being taken out of the Lessee's possession or control. In such event, the Lessee is obliged to fully indemnify the Lessor against all losses (incl. lost profits), costs and / or charges (including legal) incurred by the Lessor.

- 2.6. After the regular expiration of the Lease Agreement, i.e. upon payment of the last of all leasing instalments and upon settlement of all other liabilities, the Lessee acquires the right to request the transfer of the ownership rights to the Leased Asset. The Lessor shall transfer all the documents necessary for the transfer and registration of the title to the Leased Asset. All charges, fees, taxes and other expenses related to the transfer of ownership shall be borne by the Lessee. Upon final discharge of all liabilities of the Lessee under and in relation to the Lease Agreement and the Leased Asset, the Lessor shall without undue delay release the security given under the Lease Agreement (which includes return of all bills of exchange).

3. Registration of the Leased Asset

- 3.1. The registration of the Leased Asset with the relevant administrative authority will be performed or arranged by the Lessee at its own expense and by the statutory deadline, but within no more than 3 business days of its delivery to the Lessee. By the same deadline the Lessee shall arrange compliance with all the necessary formalities related to registration, including registration of the Lessor as the owner and the Lessee as the operator of the Leased Asset (Registration Certificate). The number of the Leasing Agreement concerning the registered Leased Asset shall, if possible, be entered into the Records of registered vehicles. The Lessee shall hand over a copy of the Registration Certificate to the Lessor no later than 7 business days after the delivery of the Leased Asset.
- 3.2. By signing this Lease Agreement the Lessee grants to the Lessor a power of attorney to represent it in all legal acts as the operator / user of the Leased Asset regarding the administrative authority relevant for the registration of the Leased Asset, based on which the Lessor is, in particular, entitled to

posebno upravičen do zastopanja Leasingojemalca v postopku odjave in prijave v register vseh drugih sprememb pravnih in tehničnih razmerij v povezavi s Predmetom leasinga.

3.3. V času Leasing dobe mora biti kopija Prometnega dovoljenja deponirana pri Leasingodajalcu. Po vsakem podaljšanju registracije Predmeta leasinga mora Leasingojemalec Leasingodajalcu predložiti kopijo novega Prometnega dovoljenja.

3.4. Če Leasingojemalec zamuja s predajo kopije pravilno izpolnjenega Prometnega dovoljenja ali ne izpolnjuje svojih drugih dolžnosti, povezanih z registracijo/podaljšanjem registracije Predmeta leasinga, mora Leasingojemalec Leasingodajalcu izplačati pogodbeno kazen v višini, ki je navedena v Seznamu nadomestil, dostopnem na <http://www.volvotrucks.si/sl-si/services/financing.html> za vsak dan zamude/neizpolnjevanja zgoraj navedenih obveznosti. Ne glede na zgoraj navedeno pa lahko v primeru, da Leasingojemalec ne ravna v skladu s to točko 3., Leasingodajalec odpove Pogodbo o leasingu s takojšnjim učinkom (ustrezno se uporablja točka 10. Splošnih pogojev). Odškodninski zahtevek Leasingodajalca za škodo v višini, ki presega pogodbeno kazen, pri tem ostane nespremenjen.

4. Trajanje Pogodbe o leasingu (Leasing doba)

4.1. Leasing doba se prične na prvi dan meseca, ki sledi mesecu dobave Predmeta leasinga Leasingojemalcu, in se konča na zadnji dan meseca, v katerem je določen datum zapadlosti zadnjega izmed obrokov leasinga in poravnanje vseh finančnih obveznosti, ki jih Leasingodajalcu dolguje Leasingojemalec. Če je Predmet leasinga podvržen obvezni registraciji, se Leasing doba za namen izpolnjevanja zavarovalnih obveznosti prične na datum registracije Predmeta leasinga in se konča na zadnji dan meseca, v katerem je določen datum zapadlosti zadnjega izmed obrokov leasinga.

4.2. Predvideni datum dobave Predmeta leasinga, ki je določen v Pogodbi o leasingu, ni zavezujoč in je približen. Točni datum in kraj dobave Predmeta leasinga navede Leasingodajalec, ki v zvezi s tem nima nikakršne odgovornosti.

4.3. Če Leasingojemalec odloži sprejem Predmeta leasinga ali ga ne prevzame na datum, ki je določen v skladu z zgoraj navedeno točko 4.2., je Leasingodajalec upravičen do uveljavljanja naslednjih pravic:

- zahtevati sme, da Leasingojemalec

represent the Lessee in proceedings on de-registration and registration of any other changes to legal and technical relations concerning the Leased Asset.

3.3. The copy of the Registration Certificate will be deposited with the Lessor throughout the Lease Term. After each renewal of the registration of the Leased Asset a copy of the Registration Certificate shall be submitted to the Lessor by the Lessee.

3.4. If the Lessee is late with the handing over of a copy of a properly completed Registration Certificate, or does not comply with other duties connected with the registration / renewal of registration of the Leased Asset, the Lessee is obliged to pay to the Lessor contractual penalty in the amount stipulated in the Fee List available at <http://www.volvotrucks.si/sl-si/services/financing.html> for each day of delay / noncompliance with its above obligations. Notwithstanding the above, if the Lessee does not comply with this point 3., the Lessor may terminate the Lease Agreement effective immediately (point 10. of this General Terms applies accordingly). Lessor's claim for compensation for damage in the amount exceeding the contractual penalty remains unaffected.

4. The duration of the Lease Agreement (Lease Term)

4.1. The Lease Term shall commence upon the first day of the next month following the delivery of the Leased Asset to the Lessee and shall expire on the last day of the month in which is the maturity date of the last of all leasing instalments and the settlement of any and all financial obligations due to the Lessor by the Lessee. In the case of Leased Asset subject to mandatory registration, the Lease Term for the purpose of fulfilling the insurance obligations commences upon the date of completed registration of the Leased Asset and ends on the last day of the month in which is the maturity date of the last of all leasing instalments.

4.2. The Anticipated Date of Delivery of the Leased Asset specified in the Lease Agreement is non-binding and approximate. The precise date and place of delivery of the Leased Asset shall be indicated by the Lessor and the Lessor holds no liability in this respect.

4.3. Should the Lessee delay the acceptance or fail to collect the Leased Asset on the date specified in accordance with point 4.2. above, the Lessor shall be entitled to exercise the following rights:

- to demand that the Lessee pays agreed

- izplača dogovorjeno pogodbeno kazen v višini 1 % Nabavne cene za vsak dan zamude pri prevzemu Predmeta leasinga; in, dodatno
- b. po preteku 8 dni od pisnega opozorila sme odpovedati Pogodbo o leasingu in obdržati Polog (ki v tem primeru predstavlja aro) in nadomestila, ki jih je do tedaj plačal Leasingojemalec.
- 4.4. Nadalje mora v primeru odpovedi Pogodbe o leasingu, kot je navedena v 4.3. zgoraj, Leasingojemalec plačati vse stroške, ki izvirajo iz njegovega ne-prevzema Predmeta leasinga na datum, določen v točki 4.2., npr. stroške dobave Predmeta leasinga v Slovenijo, nastale stroške zavarovanja, itd.
- 4.4. Moreover, in the event of terminating the Lease Agreement as specified in point 4.3. above, the Lessee shall cover and pay any and all costs resulting from failure to collect the Leased Asset on the date specified in point 4.2., e.g. costs of delivery of the Leased Asset to Slovenia, incurred insurance costs etc.

5. Plačila

- 5.1. Vsa plačila se izvršijo v evrih (EUR) in se nakažejo na bančni račun Leasingodajalca, ki je **naveden** v Pogodbi o leasingu, na zadevnem računu ali na račun, ki ga je Leasingodajalec pisno sporočil Leasingojemalcu.
- 5.2. Višina Pologa ustreza dogovorjenemu odstotku Nabavne cene in se plača v skladu s Pogodbo o leasingu, vendar najpozneje pred dobavo Predmeta leasinga. Vsakršne nadaljnje spremembe Nabavne cene Predmeta leasinga lahko vplivajo na spremembo višine zneska Pologa, ki ga je potrebno plačati, in bodo samodejno vplivale na spremembo višine zneskov mesečnih leasing obrokov in DDV, v skladu s pogoji, navedenimi v Pogodbi o leasingu.
- 5.3. Leasingojemalec je dolžan Polog in mesečne leasing obroke plačati v višini in rokih, navedenih v (i) Predhodnem načrtu za plačilo, priloženem Pogodbi o leasingu ob dobavi, ali (ii) v primerih, kjer se višina obrokov ali druge plačilne obveznosti lahko v skladu s Pogodbo o leasingu spremenijo tekom Leasing dobe, v spremenjenem načrtu za plačilo, ki ga Leasingodajalec zagotovi Leasingojemalcu po dobavi (Končni načrt za plačilo), prav tako pa je dolžan poravnati vse ostale zneske, vključno s predpisanim zneskom DDV, v skladu s Pogodbo o leasingu in temi Splošnimi pogoji. Določba pod (ii) prejšnjega stavka ne velja v primerih, ko je sprememba obrokov in/ali drugih plačil posledica spremembe variabilne obrestne mere, dogovorjene s Pogodbo o leasingu, temveč se bo Leasingojemalcu poslalo obvestilo o spremembi spremenljive obrestne mere in spremenjen plačilni načrt. Spremembe spremenljive obrestne mere bodo odvisne od dogovorjene vrste spremenljive obrestne mere. Začetna spremenljiva obrestna mera pa bo odvisna od Obračunskega obdobja določene spremenljive obrestne mere in ni nujno da bo enaka datumu sklenitve Pogodbe o leasingu. Obračunska obdobja so
- 5.1. All payments shall be made in euro (EUR) and shall be paid to the Lessor's bank account as stated in the Lease Agreement or in the applicable invoice or as noted to the Lessee in writing by the Lessor.
- 5.2. The Down Payment shall amount to the agreed percentage of the Acquisition Price and shall be paid according to the Lease Agreement but not later than before the delivery of the Leased Asset. Any further changes in the Acquisition Price of the Leased Asset may result in the change of the Down Payment to be paid and will automatically change the amount of monthly leasing instalments and VAT tax, under terms stipulated by the Lease Agreement.
- 5.3. The Lessee shall pay the Down Payment and monthly leasing instalments in amounts and time limits specified in the (i) Preliminary Payment Plan attached to the Lease Agreement at delivery or (ii), in cases where the instalments or other payment obligations can be changed during the Lease Term in accordance with the Lease Agreement, in the revised payment plan provided by the Lessor to the Lessee after the delivery (Final Payment Plan), as well as make all other payments, including prescribed VAT, as stipulated in the Lease Agreement and herein. Provision under (ii) of the previous sentence does not apply in cases where a change of the instalments and/or other payments is a consequence of changes of the variable interest rate agreed to under the Lease Agreement, as the Lessee shall be sent a notice of change of the variable interest rate with a revised payment plan. Changes to the variable interest rate will be dependent on the type of variable interest rate agreed to. However, the initial variable interest rate will depend on the Accounting period of the specific variable rate and may not be the same as the date of concluding the Lease Agreement. The Accounting periods

nastavljena in ustrezajo obdobju določene spremenljive obrestne mere, pri čemer je spremenljiva obrestna mera za Obračunsko obdobje določena (po izbiri Leasingodajalca) na podlagi ene izmed objavljenih obrestnih mer na katerega koli od petih dni v mesecu pred začetkom Obračunskega obdobja. Na primer, če je Obračunsko obdobje nastavljeno od 1. januarja 2022 do 31. januarja 2022 in če Pogodba o leasingu določa 1M EURIBOR, bo spremenljiva obrestna mera, določena v Pogodbi o leasingu, sklenjena v tem Obračunskem obdobju, spremenljiva obrestna mera 27., 28., 29., 30. ali 31. decembra 2021, ki je veljala za 1M EURIBOR (odvisno od tega za katero se je Leasingodajalec odločil). Spremenljiva obrestna mera se bo nadalje spremenila s prehodom na vsako novo Obračunsko obdobje, upošteva isto pravilo kot zgoraj. Izhajajoč iz zgornjega primera bo, z vstopom v mesec februar 2022, 1M EURIBOR eden izmed tistih veljavnih na 27., 28., 29., 30. ali 31. januar 2022. V primeru, da še ni prišlo ob sklenitvi pogodbe o leasingu do dobave, se obrestna mera prvič spremeni ob dejanskem prevzemu (po istih pravilih kot zgoraj) in potem nadaljuje s spreminjanjem z vsakim prehodom v novo Obračunsko obdobje. Mesečni obroki leasinga zapadejo v plačilo (i) 10. (deseti) dan vsakega meseca, s pričetkom v mesecu, ki sledi mesecu dobave Predmeta leasinga Leasingojemalcu (v primeru načina plačevanja vnaprej) ali (ii) 25. (petindvajseti) dan vsakega meseca, s pričetkom v mesecu, ki sledi mesecu dobave Predmeta leasinga Leasingojemalcu (v primeru načina plačevanja za nazaj, Leasingojemalec pa je dolžan obveznosti plačevati, ne da bi bilo za to potrebno opozorilo s strani Leasingodajalca. Dogovorjeno je, da se za neporavnana plačila uporablja zamudna obrestna mera v višini 2 (dve) odstotni točki mesečno (Zamudne obresti). Če Leasingojemalec zamuja s plačili, Leasingodajalec Zamudne obresti izračuna od prvega dneva zamude. Leasingojemalec mora poravnati plačilo neporavnane zneske z zamudnimi obrestmi, ne da bi bila za to potrebna posebna zahteva s strani Leasingodajalca. Pogodbenici se strinjata, da se bo plačilo štelo kot poravnano na dan, ko bo knjiženo na bančnem računu Leasingodajalca.

- 5.4. Vsa plačila se izvajajo brez kakršnih koli odbitkov (vključno z, vendar ne omejeno na, vsakršne davke, stroške, dajatve ali odtegljaje kakršne koli narave), nasprotnih zahtevkov ali pobota, ne glede na to, ali je Leasingodajalec za to izstavil račun, in brez predhodne zahteve Leasingodajalca. Če Leasingojemalec iz kakršnega koli razloga ravna v nasprotju z zgoraj navedenimi določbami, mora Leasingojemalec Leasingodajalcu povrniti vse izgube ali stroške, ki jih je le-ta utrpel zaradi dejanj Leasingojemalca.

are set and correspond to the period of a specific variable interest rate, wherein the variable interest rate for an Accounting period is set (by choice Lessor's choice) at a published rate on any of the five days of the month before the start of an Accounting period. For example, if an Accounting period is set from January 1st, 2022 until January 31st 2022, and the Lease Agreement stipulates a 1M EURIBOR then the variable interest rate stipulated in Lease Agreements concluded in that Accounting period will be the variable interest rate of either December 27th, 28th, 29th, 30th or 31st, 2021 (depending on the Lessor's choice). The variable interest rate will further change with the transition to each new Accounting period as stated above. Based on the above example, with the entry into the month of February 2022, the 1M EURIBOR will be one of those valid on January 27th, 28th, 29th, 30th or 31st 2022. In the event that delivery was not yet carried out at the time of concluding the Lease Agreement, the interest rate is changed for the first time upon delivery (according to the same rules as above) and then continues to change with each transition to a new Accounting period. Monthly lease instalments shall fall due on (i) the 10th (tenth) day of each month, starting from the next month following the delivery of the Leased Asset to the Lessee (in case of payments in advance) or (ii) the 25th (twenty-fifth) day of each month, starting from the next month following the delivery of the Leased Asset to the Lessee (in case of payment in arrears), and the Lessee shall execute the payment without having to receive any notice from the Lessor. It is agreed that all outstanding payments are subject to default interest rate, which is 2 (two) percentage points per month (Default Interest). If the Lessee is in delay with its payments, the Lessor shall calculate the Default Interest from the 1st day of the delay. The Lessee shall, without any special request from the Lessor, make the payment with the Default Interest on the outstanding amount. The Parties agree that the payment shall be deemed to have been made on the date of crediting the Lessor's bank account.

- 5.4. Any and all payments shall be made without any deduction (including but not limited to any taxes, charges, duties or any withholdings of any nature), counterclaim or set-off regardless of whether an invoice has been supplied by the Lessor and without previous demand by the Lessor. If the Lessee acts against above provisions for any reason, the Lessee shall indemnify the Lessor for any and all losses or costs incurred by the Lessor due to the Lessee's actions.

- 5.5. Leasingodajalec bo zneske obrokov leasinga ustrezno povišal ali znižal, če po sklenitvi Pogodbe o leasingu pride do naslednjih okoliščin: sprememba v stopnji DDV-ja; drugi primeri, navedeni v Pogodbi o leasingu (sprememba EURIBOR ali Nabavne cene); sprememba davkov, nadomestil in stroškov, ki služijo kot osnova za izračun zneskov plačila (ali če pride do novih); povišanje obrestne mere denarja na kapitalskih trgih ali sprememba drugih pogojev na kapitalskih trgih; povišanje stroškov (re)financiranja pri Leasingodajalcu; ali v primeru kakršnih koli drugih sprememb okoliščin na strani Leasingodajalca. Leasingojemalec potrjuje in soglaša, da lahko Leasingodajalec v 14 dneh od prevzema Predmeta leasinga, enostransko spremeni obroke leasinga v kolikor se za Leasingodajalca spremenijo stroški refinanciranja. Sprememba obrokov in stroškov se proporcionalno nanaša na novo izdobljena vozila.
- 5.5. The Lessor shall adequately increase or decrease the lease instalments if the following circumstances occur after conclusion of the Lease Agreement: a change in the VAT rate; other cases specified in the Lease Agreement (change in EURIBOR or Acquisition Price); change of taxes, fees and charges which are the basis of the calculation of payment amounts (or if new ones are introduced); an increase in the interest rate on money on capital markets or change in other conditions on the capital market; increase in costs of (re)financing by the Lessor; or in case of any other changes of circumstances in the sphere of the Lessor. The Lessee acknowledges and agrees that the lease instalments may be also unilaterally changed by the Lessor, within 14 days from the date of acquisition of the Leased Asset, on the basis of the new interest rate used for the calculation of fees in the Lease Agreement in the same proportion as the costs of acquiring finance for the acquisition of the Leased Asset in relation to their original amount determined at the date of this Lease Agreement have changed.
- 5.6. Leasingojemalec bo kril in plačal vsa nadomestila in stroške, ki so neposredno ali posredno povezani s sklenjeno Pogodbo o leasingu in Predmetom leasinga, všteti zlasti, vendar ne izključno: nadomestila in stroške, navedene v Seznamu nadomestil, zavarovanje Predmeta leasinga in vsakršne davke na prevozna sredstva, cestnine, vključno s stroški in nadomestili, povezanimi s financiranjem in administracijo. Leasingodajalec bo Leasingojemalcu povrnil celotne stroške, ki jih je Leasingodajalcu zaračunal zadevni pravni svetovalec, ne glede na določbe odvetniške tarife, v zvezi s kakršnimi koli in vsemi pravnimi stroški, povezanimi, vendar ne omejenimi na izterjavo zapadlih obveznosti in izterjavo drugih obveznosti, pod pogojem, da so stroški bili fakturirani Leasingodajalcu in jih je Leasingodajalec plačal. Stroški izterjave vključujejo vendar niso omejeni na uveljavitev zamudnih plačil z menicami, sodno izvršbo – izvršilni postopki ali drugi sodni postopki in uveljavitev (izven sodno ali sodno) drugih določb Pogodbe o Leasingu ali teh splošnih pogojev vključno z uveljavljanjem odškodnine iz točke 10.1 do vključno 10.5. Če je tako določeno v Pogodbi o leasingu ali Splošnih pogojih, se navedeni stroški povišajo za ustrezen znesek DDV in se štejejo za del leasing plačil. V drugih primerih, ko omenjenih stroškov Leasingojemalec ne poravnava neposredno v skladu s Pogodbo o leasingu, jih Leasingodajalec Leasingojemalcu zaračuna z dodajanjem stroškov administracije zavarovanja, regulativnih obveznosti in dolgovanega DDV-ja, Leasingojemalec pa mora Leasingodajalcu omenjene vsote izplačati v roku, navedenem na računu. Mesečne obroke leasinga in druga plačila
- 5.6. The Lessee shall cover and pay any and all fees and costs related directly or indirectly to the concluded Lease Agreement and Leased Asset, taking into account in particular, but not exclusively: the fees and costs provided in the Fee List, insurance of the Leased Asset and any tax on means of transport, road tax, including the costs and fees related to funding and administration. The Lessee shall reimburse the Lessor the full costs which were invoiced to the Lessor by a respective legal advisor, irrespective of the provisions of the Attorney's Tariff, with respect to any and all legal costs related but not limited to the enforcement of late payments and obligations as long as they were invoiced to and paid by the Lessor related but not limited to the enforcement of late payments by way of either Bill of Exchanges, judicial enforcement – executive procedures or other judicial proceedings and the enforcement (extrajudicial or judicial) of other provisions of the Lease Agreement or these General Terms and Conditions including specifically the enforcement of damages under point 10.1 through and including 10.5. Should the Lease Agreement or General Terms stipulate so, such costs shall be increased by due VAT and recognised as a part of leasing payments. In other cases, should these costs not be covered directly by the Lessee under the Lease Agreement, the Lessor shall charge them to the Lessee by adding costs of administrating insurance and regulatory liabilities and due VAT, and the Lessee shall pay the Lessor these amounts in the time limit specified in the VAT compliant invoice. The monthly lease instalments and other payments shall be due by the Lessee

- mora Leasingojemalec poravnati v vsakem primeru, ne glede na to, ali se Predmeta leasinga ne more uporabljati zaradi razlogov zunaj obsega odgovornosti Leasingodajalca.
- 5.7. Za obdobje, ki se prične z dobavo Predmeta leasinga Leasingojemalcu in se konča na zadnji dan meseca dobave, bo Leasingodajalec izračunal sorazmerni del obroka leasinga z DDV za Predmet leasinga (Interkalarne obresti). V zvezi s tem Leasingodajalec Leasingojemalcu izda ločen račun.
- 5.8. Tekom Leasing dobe se lahko Pogodbenici dogovorita o predčasnem odplačilu Pogodbe o leasingu. Pogoje za predčasno odplačilo določi Leasingodajalec v ločenem sporazumu med Pogodbenicama.
- 5.9. Leasingojemalec ne bo presegele Dovoljene letne kilometrine Predmeta leasinga, ki je določena v Pogodbi o leasingu. Če se ta mejna vrednost preseže, se lahko Leasingojemalcu zaračuna dodatna nadomestila v skladu z veljavnim Seznamom nadomestil, dostopnem na <http://www.volvotrucks.si/sl-si/services/financing.html>, razen če Pogodba o leasingu ne določa drugače (tj. ne predvideva zneska pogodbene kazni za preseganje). Letna kilometrina Predmeta leasinga, ki je nižja od Dovoljene letne kilometrine, ne vpliva na obroke ali druga plačila leasinga, Leasingojemalcu pa tudi ne zagotavlja nikakršnih drugih pravic. Leasingojemalec še posebej ne sme brez predhodnega pisnega soglasja Leasingodajalca uporabljati Predmeta leasinga na način, ki bi lahko povzročil popolno okrnitev vrednosti Predmeta leasinga pred iztekom Leasing dobe ali ki bi lahko vodil v obsežno servisiranje, preden bi bilo le-to sicer potrebno v skladu s tehnično dokumentacijo Predmeta leasinga, brez predhodnega pisnega soglasja Leasingodajalca, v takih primerih pa lahko Leasingodajalec ustrezno prilagodi obroke leasinga. Tovrstna uporaba vključuje taksi prevoze, storitve izposoje vozila ali skupne rabe vozil, avtošole, treninge varne vožnje ali dirkanje.
- 5.10. Leasingojemalec nosi vse stroške kolkovin, zneskov DDV, odtegljajev in drugih davkov, uvoznih in izvoznih dajatev in drugih podobnih vrst stroškov, ki bi se lahko obračunali v zvezi z izvajanjem Pogodbe o leasingu in uporabo Predmeta leasinga, ter nakazil plačil Leasingodajalcu in uvoza, izvoza, dobave in ponovne dobave Predmeta leasinga.
- 5.11. Leasingojemalec bo pravočasno izplačal vsa plačila, davke, stroške, kazni in dajatve, ki bi jih bilo lahko občasno treba plačati v zvezi s Predmetom pogodbe, in bo Leasingodajalcu
- regardless of the fact if the Leased Asset cannot be used for reasons outside the Lessor's scope of liability.
- 5.7. For the period starting from the delivery of the Leased Asset to the Lessee until the last day of the month when delivery took place, the Lessor shall calculate the proportionate share of the lease instalment plus VAT for the Leased Asset (Interim Fee). The Lessor issues a separate invoice to the Lessee in this respect.
- 5.8. During the Lease Term the Parties may agree on early repayment of the Lease Agreement. Conditions of the early repayment will be determined by the Lessor in the separate agreement between the Parties.
- 5.9. The Lessee shall not exceed the Permitted Annual Mileage of the Leased Asset as specified in the Lease Agreement. Should this limit be exceeded, the Lessee may be charged with additional fees, in line with the current Fee List available at <http://www.volvotrucks.si/sl-si/services/financing.html>, unless the Lease Agreement stipulates otherwise (e.g. provides for an amount of liquidated damages for the increase). The annual mileage of the Leased Asset that is lower than the Permitted Annual Mileage shall not affect the instalments or other leasing payments or give the Lessee any other rights. The Lessee shall specifically not use the Leased Asset in such a way that could cause a complete depletion of the value of the Leased Asset before the end of the Lease Term or could cause extensive servicing before it would normally be due, as specified in the technical documentation of the Leased Asset, without a prior written consent from the Lessor, and the Lessor may in such cases adjust the instalments accordingly. Such use shall include taxi services, rent-a-car or vehicle sharing, driving school, safe-driving trainings or racing.
- 5.10. All stamp duties, VAT, withholding or other taxes and import and export duties and all other similar type of charges which may be levied or assessed on the operation of the Lease Agreement and Leased Asset and the remittance of payments to the Lessor and import, export, delivery, and re-delivery of the Leased Asset shall be borne by the Lessee.
- 5.11. The Lessee shall duly pay all payments, taxes, charges, fines, impositions which may from time to time be or become payable in respect of the Leased Asset and shall

na njegovo zahtevo nemudoma zagotoviti račune za ali potrdila takšnih izplačil.

provide the Lessor, on his demand, all receipts or confirmations of such payment without any delay.

5.12. Ne glede na zakonodajne določbe v zvezi z vrstnim redom plačil (in kakršno koli izjavo ali navedbo Leasingojemalca o nasprotnem) ima Leasingodajalec izrecno dovoljenje, da sme v vseh primerih izplačane vsote najprej porabiti za (delno ali popolno) odplačilo najstarejše neporavnane terjatve (iz naslova kakršne koli kompenzacije, stroškov, obresti, glavne terjatve) v skladu s katero koli pravno podlago, sklenjeno med Leasingodajalcem in Leasingojemalcem, ali za poplačilo terjatve, ki je po mnenju Leasingodajalca nezadostno zavarovana. Leasingojemalec te določbe ne more spremeniti niti z izpolnitvijo z določljivo kakršnega koli drugačnega vrstnega reda plačil. Leasingojemalec se strinja, da preplačila ne bodo povrnjena, nadomeščena ali prevrednotena, pač pa se bodo upoštevala ob naslednjem datumu zapadlosti obroka leasinga.

5.12. Regardless of the legislative provisions on the order of the payments (and any statement or reference of the Lessee to the contrary), the Lessor shall be explicitly permitted in all cases, to use the payment amounts firstly for the repayment (partially or fully) of the oldest outstanding and unpaid claim (from any compensation, costs, interest, principal) concluded under any legal basis between the Lessor and the Lessee or for the payment of the claim that, in the opinion of the Lessor, is insufficiently secured. The Lessee cannot change this provision even with a fulfillment by determining some other order of payments. The Lessee agrees that any overpayments are not refundable, not remunerated and not revaluated, but are taken into account at the next maturity of the leasing instalment.

5.13. Če je v Pogodbi o leasingu izrecno navedena klavzula »obrestno dno« ali »interest rate floor« ali »clausula suelo«, znaša obrestna mera 0,00% v primeru, da je bodisi izhodiščno dogovorjena obrestna mera ali njena sprememba (ob prehodu v drugo Obračunsko obdobje) nižja od 0,00%. Takšna sprememba ne vpliva na Leasingodajalčevo maržo.

5.13. If an "obrestno dno" or "interest rate floor" or "clausula suelo" clause is explicitly stated in the Lease Agreement, then the interest rate shall be 0,00% in the event that either the initially agreed interest rate or its change (upon transition into a different Accounting period) will be less than 0,00%. The prescribed change has no impact on Lessor's margin.

5.14. Če je objava temeljne obrestne mere EURIBOR, določene v Pogodbi o leasingu ali v teh Splošnih pogojih, ukinjena ali odložena in/ali je odložena njena veljavnost ali če valuta, določena v Pogodbi o leasingu ali v teh Splošnih pogojih preneha obstajati, se temeljna obrestna mera in/ali valuta, ki velja za Pogodbo o leasingu določi v skladu s predpisi, sklepi ali navodili, ki jih določijo ustrezne institucije za novo temeljno obrestno mero in/ali valuto; če nova temeljna obrestna mera in/ali valuta ni določena s strani pristojnih institucij, temeljno obrestno mero in/ali valuto, ki se uporablja za posamezno Pogodbo o leasingu, določi Leasingodajalec, pri čemer se uporabi obrestna mera, ki je najbližja temeljni obrestni meri in/ali valuti, ki se nadomešča.

5.14. If the announcement of the basic interest rate EURIBOR specified in the Lease Agreement or herein is terminated or suspended and/or its validity is suspended, or the currency specified in the Lease Agreement or herein stops existing, then the basic interest rate and/or the currency applicable to the Lease Agreement shall be set in accordance with the regulations, resolutions or instructions established by corresponding institutions for the new basic interest rate and/or currency; in case of failure to set a new basic interest rate and/or currency, the interest rate maximally closest to the applicable interest rate and/or the currency for substitution chosen by the Lessor shall be set as a basic interest rate and/or currency applicable to respective Lease Agreement.

6. Vzdrževanje in uporaba Predmeta leasinga

6. Maintenance and Use of the Leased Asset

6.1. Leasingojemalec Predmeta leasinga ne bo uporabljal (ali drugim dovolil uporabe ali podpiral takšne uporabe) v nasprotju s katerim koli zakonom. Leasingojemalec mora na lastne stroške pridobiti vsa dovoljenja in/ali pooblastila, ki se jih lahko kadar koli tekom Leasing dobe zahteva v povezavi s posedovanjem in uporabo Predmeta leasinga, in poskrbeti, da omenjena dovoljenja in/ali pooblastila ostanejo veljavna. Leasingojemalec mora za Predmet leasinga

6.1. Lessee shall not use (or allow others to use or subsist such use of others) the Leased Asset in violation of any law. The Lessee is obliged at his own expense to obtain and keep in full force and effect all licenses or / and authorisations which may at any time be required in connection with the possession and use of the Leased Asset at any time during the Lease Term. The Lessee shall be obliged to ensure proper safeguarding of the Leased Asset. The fact that the Leased Asset

zagotoviti ustrezne zaščitne ukrepe. Dejstvo, da je bil Predmet leasinga ukraden ali poškodovan, ne glede na to, ali je storilec znan ali ne, in ne glede na to, ali se Predmet leasinga pozneje vrne ali ne, ne vpliva na plačilne obveznosti Leasingojemalca v skladu s Pogodbo o leasingu, ki jih Leasingojemalec izvaja v skladu s pravili, določenimi v Pogodbi o leasingu. Kakršna koli nezmožnost uporabe Predmeta leasinga, vključno z, vendar ne omejeno na, pravno, tehnično ali ekonomsko nezmožnost uporabe, ali delno ali popolno uničenje zaradi naključja ali višje sile ali nezmožnost uporabe zaradi zakonodajnih ali vladnih aktov, razen iz razlogov na strani Leasingodajalca, ne vpliva na plačilne obveznosti Leasingojemalca po Pogodbi o leasingu.

- 6.2. Leasingojemalec bo Predmet leasinga pravilno zavaroval, ga uporabljal le za predvidene namene (in v obsegu ter na način, običajen za poslovanje Leasingojemalca), ter ga hranil v primernem stanju, pri čemer je običajna obraba dopuščena. Obveznosti Leasingojemalca med drugim še posebno vključujejo: zaščito Predmeta leasinga pred poškodbami ali izgubo; uporabo Predmeta leasinga za predvideni namen, s predvidenimi lastnostmi ter v popolni skladnosti z navodili, ki jih zagotavlja Dobavitelj ali proizvajalec, z izvajanjem pogojev predpisane in pogodbene garancije; pravočasno in ustrezno izvajanje obveznosti v skladu z zagotovljeno predpisano in pogodbeno garancijo; redne preglede in popravila v servisnih delavnicah; in vsako drugo zahtevo, ki je navedena v kateri koli zavarovalni polici, ki jo je v zvezi s Predmetom leasinga sklenil Leasingodajalec ali Leasingojemalec.
- 6.3. Vse stroške, povezane z vzdrževanjem ustreznega stanja Predmeta leasinga, njegovo uporabo in skladiščenjem, popravili in vzdrževanjem (vključno z investicijskim vzdrževanjem, če je ustrezno) ter rednimi pregledi, nosi izključno Leasingojemalec. Vsakršna zamenjava delov in opreme (z izjemo gum in brisalcev) Predmeta leasinga mora biti sporočena Leasingodajalcu in z njim dogovorjena v pisni obliki. Če je Predmet leasinga podvržen obveznim tehničnim pregledom v skladu z ločenimi predpisi, mora Leasingojemalec Leasingodajalcu zagotoviti kopije dokumentov, ki preglede potrjujejo, takoj po tem, ko se tovrstni pregledi opravijo, vendar najpozneje v 3 delovnih dneh pred iztekom veljavnosti prejšnjega tehničnega pregleda. V vsakem primeru mora Leasingojemalec posredovati kopijo prometnega dovoljenja v treh delovnih dneh pred iztekom veljavnosti prejšnjega prometnega dovoljenja.
- 6.4. Predmet leasinga se lahko uporablja le znotraj Teritorialnega obsega zavarovanja, navedenega v ustrezni zavarovalni polici.

was stolen or damaged, regardless of whether the perpetrator is known or not, or whether the Leased Asset is later recovered or not, shall not affect Lessee's payment obligations pursuant to the Lease Agreement, which obligations shall be performed by the Lessee in accordance with the rules stipulated therein. Any inability to use the Leased Asset, including but not limited to legal, technical or economical inability of use or partial or complete destruction due to chance or vis major or inability of use due to legislative or governmental acts, except for reasons caused by actions of the Lessor, shall not affect the Lessee's payment obligations under the Lease Agreement.

- 6.2. The Lessee shall properly secure the Leased Asset and use it for the intended purpose only (and in the scope and manner usual for the business performed by the Lessee), and shall keep it in a fit condition, allowing for normal wear and tear. The obligations of the Lessee shall include in particular: protection of the Leased Asset against damage or loss; using the Leased Asset for its intended purpose, properties and in full accordance with the instructions provided by the Supplier or manufacturer, adhering to the terms and conditions of statutory and contractual warranty; timely and proper performance of obligations under the granted statutory and contractual warranty; periodical checks and repairs; and any other requirement set out in any insurance policy taken by the Lessor or the Lessee in respect of the Leased Asset.
- 6.3. Any and all costs related to keeping the Leased Asset in a proper condition, use and storage, repairs and maintenance (including investment maintenance, if applicable), as well as periodical checks shall be solely covered by the Lessee. Any and all replacement of components and equipment (excluding tires and windshield wipers) of the Leased Asset should be reported and agreed with the Lessor in writing. Should the Leased Asset be subject to compulsory technical checks under separate regulations, the Lessee shall provide the Lessor with copies of documents confirming the checks immediately after their completion, no later than 3 business days before the expiration of the previous technical inspection. In any case, the Lessee must provide a copy of a vehicle registration certificate/permit within three working days before the previous vehicle registration certificate/permit expires.
- 6.4. The Leased Asset may be used only within the Territorial Scope of Insurance, as defined in the relevant insurance policy. The Lessee

- Leasingojemalec lahko Predmet leasinga vzame ali odpelje v državo ali skozi ozemlje, ki se nahaja izven Teritorialnega obsega zavarovanja, le s predhodnim pisnim soglasjem Leasingodajalca. V takšnih primerih je lahko soglasje Leasingodajalca pogojeno z dodatnimi pogoji, ki jih opredeli Leasingodajalec.
- 6.5. Brez soglasja Leasingodajalca Leasingojemalec ne sme spremeniti namembnosti ali namena Predmeta leasinga, dovoliti uporabe Predmeta leasinga tretjim osebam, ali (poskušati) prenesti upravičenj iz Predmeta leasinga na katero koli tretjo osebo, razen če se Leasingodajalec s takšnim prenosom strinja v pisni obliki. V tem primeru se lahko Leasingodajalec na prošnjo Leasingojemalca strinja tudi s tem, da Leasingojemalec pridobiva koristi od Predmeta leasinga. V primeru, da je Leasingodajalec dovolil, da Predmet leasinga uporabljajo tretje osebe, Leasingojemalec pa je v zamudi glede finančnih obveznosti po Pogodbi o leasingu, Leasingojemalec vse pravice do tretje osebe odstopi Leasingodajalcu, hkrati pa ostaja solidarno odgovoren za obveznosti po Pogodbi o leasingu, pri čemer sme Leasingojemalca kadar koli v obdobju zamude Leasingodajalca Pogodbo o leasingu odpovedati.
- 6.6. Vsakršne spremembe Predmeta leasinga, s katerimi Leasingodajalec ni soglašal, se morajo na zahtevo Leasingodajalca nemudoma odstraniti, Predmet leasinga pa je treba na stroške Leasingojemalca vrniti v njegovo izvorno stanje. Predmet leasinga se lahko polepi ali prebarva le s predhodnim pisnim soglasjem Leasingodajalca. Ob vračilu Predmeta leasinga mora Leasingojemalec nalepke odstraniti.
- 6.7. Leasingojemalec še posebno ne bo spreminjal katerih koli števcov, ki so nameščeni v Predmetu leasinga. Vsakršno spremembo števcov (vključno z odpravo napak) lahko izvaja le pooblaščen serviser, Leasingojemalec pa mora Leasingodajalca obveščati o vseh zadevnih dogajanjih v zvezi s tem.
- 6.8. Ker je lastnik Predmeta leasinga Leasingodajalec, mora Leasingojemalec na zahtevo Leasingodajalca na jasno vidno mesto na Predmetu leasinga namestiti znak družbe Leasingodajalca, ki ga zagotovi Leasingodajalec ali Dobavitelj, ne da bi pri tem izkrivljaj podobo Leasingojemalca (če je v skladu s prejšnjim odstavkom to dovoljeno). Če se znak družbe poškoduje ali uniči, mora Leasingojemalec od Leasingodajalca pridobiti nov znak družbe in ga namestiti na Predmet leasinga. Leasingodajalec ima pravico preveriti uporabo znaka družbe.
- 6.9. S podpisom Pogodbe o leasingu se
- may take or drive the Leased Asset to a country or through a territory, which is outside the Territorial Scope of Insurance, only upon prior written consent by the Lessor. In such case the Lessor's consent may be subject to additional conditions provided by the Lessor.
- 6.5. Without the consent of the Lessor, the Lessee must not change the intended use or destiny of the Leased Asset or allow the Leased Asset to be used by third parties, or (attempt to) transfer the ownership to any third party under any title, unless the Lessor has agreed to such transfer in writing. In such a case the Lessor, upon the Lessee's request, may also agree to the Lessee's gaining benefits from the Leased Asset. In the event the Lessor allowed the Leased Asset to be used by third parties and the Lessee is in default of any financial obligation under the Lease Agreement, the Lessee assigns all rights towards the third party to the Lessor as well as remains jointly liable for obligations under the Lease Agreement whereas the Lessor may also at any time during the default by the Lessee terminate the Lease Agreement.
- 6.6. Any and all modifications made to the Leased Asset without the Lessor's consent should be immediately removed upon the Lessor's request and the Leased Asset should be restored to its original condition at the expense of the Lessee. The Leased Asset may be labelled or repainted only upon the prior written consent of the Lessor. Upon surrender of the Leased Asset, the labels should be removed by the Lessee.
- 6.7. The Lessee shall specifically not make any changes in any of the meters installed in the Leased Asset. Any intervention on the meters (including remedy of defects) may only be performed by an authorized servicer, whereas the Lessee shall keep the Lessor informed about all relevant occurrences in this respect.
- 6.8. The Leased Asset is owned by the Lessor, therefore, at Lessor's request, the Lessee shall be obliged to place the Lessor's company sign, which is provided by the Lessor or by the Supplier, in a clearly visible way on the Leased Asset, without disturbing the image of the Lessee (if such is permitted under the previous paragraph). If the company sign is damaged or destroyed, the Lessee shall be obliged to obtain a new company sign from the Lessor and place it on the Leased Asset. The Lessor shall have the right to check the use of the company sign.
- 6.9. By signing the Lease Agreement, the Lessee

Leasingojemalec strinja, da ima Leasingodajalec kot lastnik pravico, da pridobiva informacije o lokaciji Predmeta leasinga od VOLVO, trgovina in servis, d.o.o. Te informacije bodo pridobljene zgolj v primeru, ko bo Lizingojemalec kršil pravila uporabe Predmeta leasinga, določena v tej Pogodbi o Leasingu (npr. za preprečevanje prevare, kraje, za namene zasega ipd.) ali zaradi preverjanja, ali Lizingojemalec spoštuje pravila uporabe Predmeta lizinga, kot jih ureja Pogodba o lizingu (npr. skladnost z omejevalnimi ukrepi, ki so jih uvedle ZDA, EU, Združeno kraljestvo ali druge jurisdikcije; točka 10.1). Leasingodajalec je dolžan po odpovedi pogodbenega razmerja ali po izteku časovnega obdobja, ki ga za uveljavitev zahtevkov določa zakon, razen če se Pogodbenici v pisni obliki ne strinjata o krajšem časovnem obdobju, te podatke izbrisati.

7. Dostop Leasingodajalca do Predmeta leasinga

- 7.1. Leasingodajalec mora biti kadar koli upravičen, da sam ali preko pooblaščenih oseb nadzoruje način uporabe in stanje Predmeta leasinga ter dokumentov v zvezi z njim. Za namen nadzora mora Leasingojemalec Leasingodajalcu na vsak poziv omogočiti dostop do Predmeta leasinga in dokumentov v zvezi z njim. Leasingojemalec nepreklicno pooblašča Leasingodajalca za dostop do lokacije, kjer se nahaja Predmet leasinga, ter do prostorov in zemljišč Leasingojemalca za uveljavljanje zgoraj navedenih pravic nadzora, za dostop do vseh dokumentov v zvezi s Predmetom leasinga, kjer se dostop izvaja v imenu Leasingojemalca, ter za revizijo omenjenih dokumentov in Predmeta leasinga v imenu Leasingojemalca. Istočasno se Leasingojemalec nepreklicno strinja, da Leasingodajalec omenjene dejavnosti lahko izvaja. Leasingodajalec lahko za to nadalje pooblasti druge osebe, ki delujejo v njegovem imenu.
- 7.2. Če v primeru poteka Pogodbe o leasingu Leasingojemalec Predmeta leasinga ne preda v opredeljenem časovnem roku, Leasingojemalec Leasingodajalca nepreklicno pooblašča, da lahko dostopa do lokacije, kjer se nahaja Predmet leasinga, in/ali do prostorov in/ali zemljišč Leasingojemalca, in enostransko prevzame Predmet leasinga. Takšno dejanje ne šteje za motenje posesti in Leasingojemalec se na tem mestu odpove pravici do posestnega varstva. Leasingodajalec lahko za to nadalje pooblasti druge osebe, ki delujejo v njegovem imenu. Če Leasingojemalec Predmeta leasinga ne preda prostovoljno v opredeljenem časovnem roku, mora Leasingojemalec Leasingodajalcu povrniti vse stroške, povezane s prevzemom Predmeta leasinga s strani Leasingodajalca.

acknowledges that the Lessor, as owner, shall have the right to obtain information on location of the Leased Asset from the VOLVO, trgovina in servis, d.o.o. This information will be obtained only in case the Lessee violates the rules of using the Leased Asset as regulated under the Lease Agreement (e.g. for prevention of fraud, theft, for the purposes of repossession, etc.) or for the purpose of verifying if the Lessee complies with the rules of using the Leased Asset as regulated under Lease Agreement (e.g. compliance with restrictive measures imposed by the US, EU, UK or other jurisdiction; point 10.1). The Lessor shall be obliged to delete such data following termination of the lease relationship or after expiry of the time limit specified by law for the enforcement of claims, unless a shorter time limit is agreed by the Parties in writing.

7. Lessor's Access to the Leased Asset

- 7.1. At any time the Lessor, by itself or through authorised persons, shall be entitled to inspect the manner of use and condition of the Leased Asset and its documents. For the purposes of inspection, the Lessee shall provide the Lessor, upon each request, with access to the Leased Asset and its documents. The Lessee shall irrevocably authorise the Lessor to enter the locations of the Leased Asset and to the rooms and properties of the Lessee to exercise the aforementioned inspection rights and to gain access, on behalf of the Lessee, to any and all documents pertaining to the Leased Asset, and to review, on the Lessee's behalf, these documents and the Leased Asset. Concurrently, the Lessee irrevocably agrees to the Lessor performing the aforementioned activities. The Lessor may grant further authorisation to persons acting on the Lessor's behalf.
- 7.2. In the event of the expiration of the Lease Agreement and the failure to surrender the Leased Asset within the defined time limit, the Lessee shall grant the Lessor irrevocable authorisation to enter the location of the Leased Asset and / or the premises and / or properties of the Lessee and to unilaterally collect the Leased Asset. This will not be considered trespassing, and the Lessee hereby waives its right to possessory protection. The Lessor may grant further authorisation to persons acting on the Lessor's behalf. The Lessee shall reimburse the Lessor for any and all costs related to the collection of the Leased Asset by the Lessor in the event of the Lessee's failure to voluntarily surrender the Leased Asset within the specified time limit.

- 7.3. Leasingojemalec je dolžan Leasingodajalca obvestiti o vseh lokacijah, na katerih se Predmet leasinga običajno ali redno hrani, skladišči ali parkira, kot je ustrezno.
- 7.4. V primeru postopka izvršbe na nepremičninah, kjer se nahaja Predmet leasinga, ima Leasingodajalec pravico zahtevati premestitev ali sam premestiti Predmet leasinga na lokacijo, o kateri se dogovori z Leasingojemalcem, ali na zavarovano parkirišče, v vsakem primeru pa to stori na stroške Leasingojemalca.
- 8. Pogodbena in predpisana garancija za napake**
- 8.1. Ob dobavi Predmeta leasinga Leasingojemalcu Leasingodajalec kot lastnik Predmeta leasinga na Leasingojemalca prenese vse pravice iz naslova pogodbene in predpisane garancije za napake, razen pravice do odstopa od pogodbe z Dobaviteljem in pravice, da zahteva znižanje cene, pri čemer je garancija za napake šasije zagotovljena v obsegu, ki ne presega odškodninske odgovornosti proizvajalca šasije v okviru garancije kakovosti. Leasingojemalec takšen prenos sprejema in se obvezuje omenjene pravice uveljavljati kot dober gospodar. Te pravice so Leasingojemalcu zagotovljene za celotno obdobje Leasing dobe, vendar pa Leasingodajalec lahko (ni pa k temu zavezan) kadar koli prekliče prenos omenjenih pravic na Leasingojemalca in jih uveljavlja sam ter poseže v kateri koli postopek, ki poteka v zvezi s temi pravicami, če Leasingodajalec presodi, da je takšno dejanje potrebno za zaščito njegovih interesov, Leasingojemalec pa je dolžan Leasingodajalcu takšen prenos omogočiti in povrniti Leasingodajalcu vse stroške v zvezi s prenosom in uveljavljanjem teh pravic.
- 8.2. Vsi zahtevki Leasingojemalca zoper Dobavitelja ali proizvajalca Predmeta leasinga se uveljavljajo na stroške Leasingojemalca. Leasingojemalec nima pravice do uveljavljanja kakršnih koli zahtevkov do Leasingodajalca v zvezi s pogodbeno ali predpisano garancijo ali zahtevkov, povezanih z napakami, in mora Leasingodajalcu povrniti vse izdatke ali stroške, ki bi jih le-ta utrpel v zvezi s tovrstnimi zahtevki. Leasingojemalec bo Leasingodajalca nemudoma obvestil o kakršnih koli ukrepih, ki jih bo Leasingojemalec sprejel v zvezi s pravicami iz naslova predpisane in pogodbene garancije in/ali stvarnih napak, ter o vsakršnem napredku in posledicah uveljavljanja teh pravic, in bo Leasingodajalcu odgovoren za povrnitev vsakršne škode, ki bi jo povzročilo neizvajanje ali neučinkovito izvajanje omenjenih pravic.
- 8.3. Potreba po uveljavljanju zahtevkov iz naslova
- 7.3. The Lessee is obliged to inform the Lessor of all the locations where the Leased Assets is usually or regularly kept, stored or parked, as applicable.
- 7.4. In the event of enforcement relating to immovable property where the Leased Asset is located, the Lessor has a right to request relocation or to relocate itself the Leased Asset to the location agreed with the Lessee, or to a secured car park, in any case at the expense of the Lessee.
- 8. Contractual and Statutory Warranty for Defects**
- 8.1. Upon the delivery of the Leased Asset to the Lessee, the Lessor, as the owner of the Leased Asset, transfers to the Lessee any and all rights under the contractual and statutory warranty for the defects, except for the right to withdraw from the agreement with the Supplier and the right to demand the price reduction, whereas the warranty for chassis defects is granted to the extent not exceeding the chassis manufacturer's liability under the quality guarantee. The Lessee accepts such transfer and commits to exercise these rights in the manner of a good businessman. These rights shall be available to the Lessee over the entire Lease Term, however the Lessor may (but is not obliged to) at any time revoke the transfer of these rights to the Lessee and employ the rights himself and step into any ongoing procedures with regard to these rights, if the Lessor deems such action is necessary to protect his interests and the Lessee is obliged to enable the Lessor of such transfer and to reimburse the Lessor for any expenses with regard to transfer and employment of such rights.
- 8.2. Any claims of the Lessee against the Supplier or manufacturer of the Leased Asset shall be pursued at the Lessee's own expense. The Lessee shall not be entitled to make any claims under the statutory or contractual warranty or defect claims from the Lessor and shall reimburse the Lessor of any expenses or costs that would be incurred by the Lessor with regard to such claims. The Lessee shall immediately inform the Lessor of any actions undertaken by the Lessee in relation to the rights under the statutory and contractual warranty / or material defects and of any progress and consequences of exercising these rights and shall be held liable to the Lessor for any damage caused by not exercising these rights or not exercising them effectively.
- 8.3. The need to pursue claims under contractual

pogodbene ali predpisane garancije ali zahtevkov, povezanih z napakami, Leasingojemalca ne odvezuje obveznosti pravočasnega izplačila obrokov in drugih plačil v zvezi z leasingom Leasingodajalcu, ne odvezuje pa ga niti izvajanja ostalih pogodbenih obveznosti do Leasingodajalca.

9. Zavarovanje, škoda in tveganja

9.1. Leasingojemalec, začevši z datumom dobave Predmeta Leasinga prevzema odgovornost tveganja nastanka za škode ali izgube Predmeta leasinga za celotno obdobje trajanja Pogodbe o leasingu, ne glede na kasko zavarovanje, zavarovanje avtomobilske odgovornosti (MTPL) ali zavarovanje gradbene mehanizacije (CE), iz naslova katerih bi se lahko pokrili stroški škode, povzročene s strani Predmeta leasinga ali v zvezi s Predmetom leasinga, in je dolžan Leasingodajalcu plačati odškodnino za vsakršno takšno škodo ali izgube, če le-ta ni povrnjena s strani zadevne zavarovalnice. Tveganje in odgovornosti Leasingojemalca izrecno vključujejo, vendar niso omejene na, naslednje postavke:

- o popolna ali delna okvara, poškodba ali uničenje Predmeta leasinga iz katerega koli razloga, ne glede na to, ali takšen dogodek pokriva zavarovalna polica ali ne;
- o vsa škoda in nesreče, ki jih povzroči Predmet leasinga ali ki se zgodijo v povezavi z njegovim delovanjem, ne glede na to, ali se tovrstna škoda povzroči Leasingojemalcu ali drugi osebi, ki ni Leasingojemalec, in ne glede na to, ali takšno škodo pokriva zavarovalna polica ali ne;
- o vsa škoda, ki izvira iz neprimerne uporabe Predmeta leasinga, nezadostnega vzdrževanja Predmeta leasinga, neuveljavljanja pravic, podeljenih Leasingojemalcu, ali dejstva, da Leasingojemalec ni zaprosil za podelitev ustreznih pravic in jih pridobil, če bi jih lahko;
- o vsa škoda, ki je povzročena tretjim strankam ali ki jo povzročijo tretje stranke;
- o vsa škoda, nastala iz neznanega vzroka;
- o vsa škoda, ki izvira iz prevoza nevarnih materialov, ali škoda, ki jo okolju povzroči Predmet leasinga ali Leasingojemalec kot upravljavec/uporabnik Predmeta leasinga.

9.2. Leasingojemalec je odgovoren za škodo in nesreče, ki se z uporabo Predmeta leasinga povzročijo tretjim osebam. Če oškodovanec vložijo tožbo proti Leasingodajalcu kot lastniku, Leasingojemalec Leasingodajalca odveže odgovornosti za vse obveznosti in odgovornosti, tudi v okviru zadevnih pravnih postopkov, ter mu povrne vse stroške ali nadomestila, ki jih je Leasingodajalec plačal tretjim osebam, ali podobne stroške, ki jih je

or statutory warranty or defect claims shall not exempt the Lessee from the duty of timely payment of instalments and other lease payments to the Lessor or from the performance of other contractual obligations to the Lessor.

9. Insurance, Damage and Risk

9.1. The Lessee shall bear all risks of damage to or losses in connection with the Leased Asset starting from the delivery of the Leased Asset, during the term of the Lease Agreement regardless of CASCO, motor third party liability (MTPL) or Construction Equipment (CE) insurances, which may cover damages caused by the Leased Asset or to the Leased Asset, and shall be liable to compensate the Lessor for any such damage or losses if not compensated by the relevant insurance company. The risk and liability of the Lessee specifically includes but is not limited to the following:

- o The complete or partial failure, damage, destruction of the Leased Asset for any reason, and notwithstanding whether such event is covered by any insurance or not;
- o All damage and accidents caused by the Leased Asset or incurred in connection with the operation thereof and notwithstanding whether such damage is caused to the Lessee or to any party, which is different from the Lessee, and notwithstanding whether such damage is covered by insurance or not;
- o All damage resulting from improper use of the Leased Asset, the inadequate maintenance thereof, failure to exercise the rights assigned to the Lessee or failure by the Lessee to request and obtain the assignment of the respective rights, if applicable;
- o All damage caused to third parties or by third parties;
- o All damage which no-one is liable for;
- o All damage arising from the transportation of hazardous materials or damage to the environment, caused by the Leased Asset or by the Lessee as an operator / user of the Leased Asset.

9.2. The Lessee shall be held liable for damage and accidents caused to third parties by the use of the Leased Asset. In case the injured party takes action against the Lessor, as the owner, the Lessee shall hold the Lessor harmless from all obligations and liabilities, even in the course of the respective juridical procedures, and shall keep the Lessor harmless and indemnified for all of the Lessor's expenses or indemnifications paid

Leasingodajalec utrpel in/ali ki so povezani z leasingom ali uporabo Predmeta leasinga. Leasingojemalec je odgovoren za posledice prometnih prekrškov (tudi v obdobju po izteku Leasing dobe, če je do njih prišlo v obdobju Leasing dobe); Leasingodajalec bo Leasingojemalcu nemudoma po prejemu posredoval policijske in druge uradne ali zasebne dokumente, da izvede ustrezne ukrepe, obenem pa bo organ, ki je zahtevo predložil, obvestil, da je (bil) upravljavec/uporabnik Predmeta leasinga Leasingojemalec, stroški, ki so pri tem nastali, pa se z Leasingodajalca prenesejo na Leasingojemalca. Leasingojemalec je dolžan Leasingodajalca nemudoma obvestiti o vseh zahtevkih za povračilo škode, ki jih je vložila katera koli tretja oseba. V izogib dvomom se Leasingojemalec strinja, da bo Leasingodajalcu povrnil škodo, ga branil in ga odvezal odgovornosti za, pred in v zvezi z vsemi zahtevki, obveznostmi, tožbami, izdatki, odškodninami in sodbami, ki izhajajo iz uporabe, stanja, upravljanja ali posedovanja Predmeta leasinga.

- 9.3. V skladu s splošnim sporazumom z zavarovalnicami bo Leasingodajalec v svojo korist za celotno obdobje Leasing dobe zavaroval Predmet leasinga v največjem možnem obsegu, vključno z zavarovanjem v nadaljnjem besedilu MTPL, kasko zavarovanjem in zavarovanjem CE (če je potrebno), razen v primeru, da Pogodba o leasingu določa drugače, z izjemo, navedeno v točki 9.4. spodaj. Leasingodajalec bo opredelil obseg zavarovanja, s katerim je ustrezno zavarovan Predmet leasinga. Potrditev sklenitve zavarovalnih pogodb bo Leasingojemalcu za celotno obdobje trajanja leasinga na letni osnovi neposredno zagotovil zavarovalni posrednik. Z omenjeno potrditvijo bo Leasingojemalec prejel tudi izvod »Splošnih zavarovalnih pogojev« ali informacijo o tem, kako do njih dostopati. Leasingojemalec je odgovoren za to, da vse dokumente natančno prebere in izpolnjuje zahteve, navedene v »Splošnih zavarovalnih pogojih«, ter pogoje za poročanje in poravnavo zahtevkov, ki jih navedejo zavarovalnice. Za »Splošne zavarovalne pogoje« soglasje Leasingojemalca ni potrebno. Leasingojemalec se v nobenem primeru ne sme sklicevati na nepoznavanje omenjenih pogojev.

- 9.4. Zavarovalno premijo bo Leasingodajalec izplačal neposredno na račune zavarovalnic ter jo nato na mesečni osnovi zaračunal Leasingojemalcu v celotnem obdobju Leasing dobe. Zneski zavarovalne premije vključujejo davek na zavarovalno premijo. V primeru MTPL bo Leasingodajalec vnaprej plačal premijo za vsako naknadno obdobje 12 mesecev. Če se zadnje 12-mesečno obdobje MTPL konča pred iztekom obdobja Trajanja leasinga, bo Leasingojemalec Predmet

to third parties or similar, which are incurred and / or are related to the lease or use of the Leased Asset. The Lessee shall be held liable for the consequences of traffic infringements (even in the period after the Lease Term if arising from within the Lease Term); the Lessor shall immediately upon their receipt forward to the Lessee the police and other official or private documents it receives to have the necessary measures taken and at the same time shall inform the authority making the request that the Lessee is / was the operator / user of the Leased Asset, whereby the arising costs shall be passed by the Lessor to the Lessee. The Lessee shall be obliged to inform the Lessor about any and all claims for damages filed by any third parties, without delay. For avoidance of doubt, the Lessee agrees to indemnify, defend and hold the Lessor harmless from and against all claims, liabilities, lawsuits, expenses, damages and judgments arising from the use, condition, operation or possession of the Leased Asset.

- 9.3. Based on the general agreement with the insurance companies the Lessor shall insure the Leased Asset for its own benefit in the widest scope possible over the entire Lease Term including MTPL, CASCO insurance and CE insurance (if applicable), unless the Lease Agreement stipulates otherwise, with the exception stipulated in point 9.4. below. The Lessor shall define the scope of insurance duly securing the Leased Asset. The confirmation of conclusion of insurance agreements shall be submitted to the Lessee directly by the insurance broker on yearly basis throughout the Lease Term. With the said confirmation, the Lessee shall receive the excerpt of the "General Insurance Terms and Conditions" or information how to access them. The Lessee shall be responsible to review all documents carefully and to meet all the requirements set out in the "General Insurance Terms and Conditions", as well as the terms of reporting and adjusting claims specified by the insurance companies. The "General Insurance Terms and Conditions" do not require a consent of the Lessee. In no case may the Lessee plead ignorance of these terms and conditions.

- 9.4. Insurance premium shall be paid by the Lessor directly to the insurance companies' accounts and re-invoiced to the Lessee on monthly basis throughout the whole Lease Term. Insurance premiums shall include insurance premium tax at the applicable rate. In case of MTPL, the premium shall be prepaid by the Lessor for the subsequent 12-month periods. If the last 12-month MTPL period ends before the end of the Lease Term then the Lessee shall insure the Leased

leasinga zavaroval v skladu s ponudbo Leasingodajalca ali pa bo za zavarovanje izbral lastno ponudbo, in Leasingodajalcu do izteka roka, ki ga določi Leasingodajalec, zagotovil potrdilo o sklenitvi zavarovanja MTPL. V obeh primerih pa bo Leasingojemalec plačal celotno 12-mesečno obdobje zavarovanja MTPL vnaprej in Leasingodajalcu predložil potrdilo o plačilu, če je to potrebno.

- 9.5. Če Leasingojemalec izbere dodatno zavarovalno rešitev v skladu s ponudbo Leasingodajalca, namreč zavarovanje GAP/zavarovanje »Asistenca – vleka«, Leasingodajalec uredi dodatno zavarovanje Predmeta leasinga tako, da zavarovalnici ali Zavarovalnemu posredniku plača celotni znesek zavarovalne premije, nato pa Leasingojemalcu prefakturira znesek zavarovalne premije skozi mesečne obroke brez dodatnih stroškov. Dodatno zavarovalno rešitev zagotovi zavarovalni posrednik v skladu s ponudbo Leasingodajalca.

- 9.6. Če zavarovanje Predmeta leasinga uredi Leasingojemalec, mora urediti zavarovanje za celotno Leasing dobo z zavarovalnico in v obsegu zavarovalnega kritja, ki ju vnaprej odobri Leasingodajalec. Leasingojemalec je dolžan:

- skleniti ustrezno zavarovalno polico za Predmet leasinga, v kateri je Leasingodajalec naveden kot zavarovana stranka, ali pridobljene koristi iz naslova zavarovalne police prenesti v dobro Leasingodajalca in Leasingodajalcu zagotoviti potrdilo o tem do dobave Predmeta leasinga Leasingojemalcu;
- kopijo zavarovalne police in izvorno potrdilo o prenosu pridobljenih koristi iz naslova zavarovalne police v dobro Leasingodajalca predložiti Leasingodajalcu v skladu s točko 9.6. v 7 dneh od vsakega podaljšanja (obnovitve) zavarovanja;
- Leasingodajalcu predložiti kopijo dokazila o sklenitvi zavarovanja, ki ga je potrdila zavarovalnica/zavarovalni posrednik/zavarovalniški agent, kopijo zavarovalne pogodbe ter plačane premije na letni osnovi; prvo dokazilo o sklenitvi zavarovanja, kopijo zavarovalne police in potrdilo o plačanih premijah je treba Leasingodajalcu predložiti do dobave Predmeta leasinga Leasingojemalcu;
- skleniti dodatna zavarovanja za tveganja, ki jih lahko enostransko določi Leasingodajalec, če pride do drugih tveganj, ki jih ob podpisu Pogodbe o leasingu ni bilo mogoče predvideti;
- povrniti Leasingodajalcu škodo, stroške in nadomestila, ki bi jih povzročilo morebitno uveljavljanje zahtevkov iz naslova zavarovanja predmeta leasinga. Če Leasingojemalec ustreznega

Asset in accordance with the Lessor's offer or choosing its own offer and will provide the Lessor with the confirmation of conclusion MTPL insurance within the time limit specified by the Lessor. Nevertheless, in both of these cases the Lessee will pay for the whole 12-month period of MTPL insurance in advance and provide the Lessor with the confirmation of payment, if applicable.

- 9.5. Where the Lessee chooses the additional insurance solution in accordance with the Lessor's offer, namely GAP Insurance / Volvo Towing Assistance Extended, the Lessor organizes the additional insurance of the Leased Asset by paying full insurance premium payment to the insurance company or to the Insurance Broker, and charges Lessee with compensation of insurance premium payments. Additional insurance solution is provided by an insurance broker in accordance with the Lessor's offer.

- 9.6. If the insurance for the Leased Asset is arranged by the Lessee, it shall arrange insurance for the entire Lease Term with an insurance company and in the insurance coverage scope approved by the Lessor in advance. The Lessee is obliged to:

- conclude a relevant insurance policy for the Leased Asset, in which the Lessor is listed as the insured party, or venerate it for the benefit of the Lessor and hand over the proof of this to the Lessor by the time of the delivery of the Leased Asset to the Lessee;
- hand over a copy of the insurance policy and the original vinculation to the Lessor in accordance with the point 9.6. within 7 days of each extension (renewal) of insurance;
- hand over to the Lessor a copy of the proof of the conclusion of the insurance confirmed by the insurance company / broker / agent, copy of the insurance contract and the paid premiums on an annual basis; the first proof of the conclusion of the insurance, copy of the insurance contract and confirmation of the paid premiums should be submitted to the Lessor by the time of the delivery of the Leased Asset to the Lessee;
- conclude additional insurance for insurance risks as can be unilaterally determined by the Lessor, if other risks that could not be predicted at the signing of the Lease Agreement occur;
- compensate the Lessor for the damages, costs and fees caused by the possible enforcement of claims from the insurance of the subject of leasing. If the Lessee does not timely conclude the relevant insurance and/or does not pay the insurance premiums and/or does not submit the proof of the concluded

zavarovanja ne sklene pravočasno in/ali ne plačuje zavarovalnih premij in/ali ne predloži dokazila o sklenjenem zavarovanju in/ali plačanih premijah na letni osnovi, ima Leasingodajalec pravico skleniti tovrstno zavarovanje in/ali premije plačati sam na stroške Leasingojemalca z dodanimi stroški Leasingodajalca in v skladu z veljavnim Seznamom nadomestil. Leasingodajalec lahko od pogodbe odstopi, če Leasingojemalec krši določbe tega poglavja.

- 9.7. Pogoji zavarovanja, ki ga uredi Leasingojemalec, so naslednji:
- MTPL: polno celovito zavarovanje, vključno z zavarovanjem za primer kraje in največ enoodstotnim ali minimalnim odbitkom franšize s kritjem, ki ni nižje od najnižje vrednosti, določene z relevantno zakonodajo;
 - kasko: najvišji dovoljeni odstotek odbitka je 1 % odbitne franšize
 - zavarovalna omejitev (zavarovana vsota) za primer novega vozila je vsaj znesek v vrednosti novega Predmeta leasinga, navedenega v Pogodbi o leasingu, za primer rabljenega vozila pa vsaj znesek v vrednosti nove nabavne cene ekvivalentnega vozila;
 - Teritorialni obseg omejitve veljavnosti zavarovanja vključuje ozemlje Evropske unije in drugih držav, za katere se uporablja zelena karta, razen če se Pogodbenici pisno ne sporazumeta drugače.
 - Kot lastnik Predmeta leasinga je v vseh dokumentih, povezanih z zavarovanjem, naveden Leasingodajalec.
- 9.8. Tekom celotne Leasing dobe vse dejavnosti, povezane z zavarovanjem, obravnavanjem zahtevkov, individualno podpora in stika z zavarovalnico v primeru reševanja spornih zadev ureja Zavarovalni posrednik Leasingodajalca. Leasingodajalec ni odgovoren za pravočasnost ali način poravnave terjatev s strani zavarovalnice.
- 9.9. Leasingojemalec izvaja vse obveznosti zavarovane stranke, ki se uporabljajo za ugotavljanje odgovornosti zavarovalnice. Leasingojemalec bo Leasingodajalca in zavarovalnico nemudoma obvestil o vseh dogodkih, ki bi jih lahko pokrivala odgovornost zavarovalnice za škodo, in navedel, kje se Predmet leasinga nahaja. Stroške popravila in povrnitve Predmeta leasinga v njegovo izvorno stanje, ki jih ne pokriva nadomestilo, ki ga izplača zavarovalnica, plača Leasingojemalec.
- 9.10. V primeru poškodovanja Predmeta leasinga bo Leasingojemalec Predmet leasinga povrnil v njegovo izvorno stanje. Leasingodajalec bo
- insurances and/or paid premiums on an annual basis, the Lessor has the right to conclude such insurance and/or pay the premium itself at the expense of the Lessee with the addition of the Lessor's costs and in accordance with the applicable Fee List. The Lessor may withdraw from the Lease Agreement if the Lessee breaches the provisions of this chapter.
- 9.7. The terms and conditions of insurance arranged by the Lessee will be as follows:
- MTPL: full comprehensive insurance with included theft and a maximum one percent or a minimally deductible franchise with coverage that is not less than the minimum limits set by the relevant legislation;
 - CASCO: the maximum percentage limit on the deductible is 1 % of the insurance amount;
 - The insurance limit (insured amount) in the case of a new vehicle is at least the amount of the value of the new Leased Asset as stated in the Lease Agreement and in the event of a used vehicle at least in the amount of as it is value of a new asset price;
 - The territorial extent of the limit on the validity of the insurance shall include the territory of the European Union and other countries to which the green card applies, unless the Parties agree otherwise in writing.
 - The Lessor will be specified as the owner of the Leased Asset in all documents related to the insurance.
- 9.8. Throughout the entire Lease Term all of the activities connected with the insurance, claims handling, individual support, and contacting the insurance company in disputable matters shall be handled by the Lessor's Insurance Broker. The Lessor shall not be liable for the timeliness or manner of claims settlement by the insurance company.
- 9.9. The Lessee shall perform any and all obligations of the insured party which determine the insurance company's liability. The Lessee shall notify the Lessor and the insurance company immediately of any events that may be covered by the insurance company's liability for damages and indicate the location of the Leased Asset. The costs of repairing and restoring the Leased Asset to its original condition, not covered by the compensation paid by the insurance company, shall be paid by the Lessee.
- 9.10. In the event of damage of the Leased Asset, the Lessee shall restore the Leased Asset to its original condition. The Lessor shall assign

- Leasingojemalcu odobril izplačilo odškodnine iz naslova povrnitve izgub v znesku, ki je potreben za popravilo Predmeta leasinga na servisu pooblaščenega trgovca, razen v primeru, da Leasingojemalec zamuja z izpolnjevanjem katere koli obveznosti, določene v Pogodbi o leasingu. Leasingodajalec lahko od tega zneska odšteje neporavnane mesečne obroke leasinga in druge neporavnane obveznosti, ki so dolgovane Leasingodajalcu, ne glede na njihov pravni temelj.
- 9.11. Vsakršne prekinitve v uporabi ali omejitve možnosti uporabe poškodovanega Predmeta leasinga Leasingojemalca ne odvezujejo obveznosti plačila obrokov leasinga in drugih dolgovanih zneskov v skladu s Pogodbo o leasingu in ne zagotavljajo podlage za podaljšanje Pogodbe o leasingu ali zmanjšanje obrokov in plačil leasinga. Leasingojemalec bo pokrival vse regresne zahtevke zavarovalnice zoper Leasingodajalca v zvezi s plačilom odškodnine s strani te zavarovalnice, če je škoda nastala kot posledica okoliščin, za katere je odgovoren uporabnik Predmeta leasinga, npr.: če Predmet leasinga vozi za to nepooblaščen oseba ali če se ga vozi v vinjenem stanju ali stanju omamljenosti, ki ga povzroči uporaba droge, ali v primeru pobega s kraja nesreče.
- 9.12. V primeru izgube Predmeta leasinga po dobavi Leasingojemalcu iz katerega koli razloga (razen v primerih, ko je krivda na strani Leasingodajalca), Pogodba o leasingu preneha veljati z dnem, ko Leasingodajalca zavarovalnica obvesti o izgubi Predmeta leasinga ali ko Leasingodajalec izve za izgubo Predmeta leasinga zaradi kraje ali drugega prepovedanega dejanja, kjer je obvestilo Leasingodajalca podprto z ustreznim obvestilom pristojnemu policijskemu organu.
- 9.13. Izguba Predmeta leasinga pomeni popolno ali delno uničenje Predmeta leasinga ali izgubo, če bi stroški popravila preseglili določeno vrednost, ki jo zavarovalnica določi kot vrednost popolne izgube Predmeta leasinga in ki vsebuje tudi izgubo Predmeta leasinga zaradi kraje ali drugega prepovedanega dejanja.
- 9.14. Leasingojemalec bo Leasingodajalca o izgubi Predmeta leasinga obvestil nemudoma, najkasneje v naslednjem delovnem dnevu, ki sledi dnevu, ko je bil o izgubi Predmeta leasinga obveščten ali je zanjo izvedel Leasingojemalec, ali ki sledi dogodku, katerega posledica bi bila lahko izguba Predmeta leasinga (npr. delno uničenje Predmeta leasinga).
- 9.15. Če Pogodba o leasingu preneha na način, ki je naveden v točki 9.12., lahko Leasingodajalec od Leasingojemalca zahteva
- the compensation granted under loss adjustment to the Lessee in the amount required to repair the Leased Asset in authorized dealer's service stations, unless the Lessee is in default with the performance of any obligations stipulated by the Lease Agreement. The Lessor may deduct outstanding monthly lease instalments and other outstanding amounts due to the Lessor regardless of their legal titles.
- 9.11. Any interruptions in the use or limitations of the possibility to use the damaged Leased Asset shall not exempt the Lessee from the duty to pay lease instalments, payments and other amounts due under the Lease Agreement, and shall not provide grounds to extend the Lease Agreement or reduce the lease instalments and payments. The Lessee shall cover any recourse claims of the insurance company against the Lessor under the payment of compensation for damages by this company if the damage resulted from circumstances for which the user of the Leased Asset is liable, e.g.: driving the Leased Asset by an unauthorised person or driving under the influence of alcohol or while intoxicated with a drug or in the event of a hit and run from the place of an accident.
- 9.12. In the event of the loss of the Leased Asset following the delivery to the Lessee for any reasons (except in cases of the Lessor's fault), the Lease Agreement shall expire effective as of the date of the Lessor being notified by the insurance company of the loss of the Leased Asset or the Lessor being informed about the loss of the Leased Asset due to the theft or other prohibited act, supported with the appropriate notification to the competent police authority.
- 9.13. The loss of the Leased Asset shall mean its total destruction or partial destruction or loss, if the costs of repair would exceed the specific value, which is qualified by the insurance company as a total loss of the Leased Asset, which includes also the loss of the Leased Asset due to theft or another prohibited act.
- 9.14. The Lessee shall immediately notify the Lessor of the loss of the Leased Asset, no later than on the next business day following the day the Lessee was notified or became aware of the loss of the Leased Asset or the event resulting in the possible loss of the Leased Asset (for instance: partial destruction of the Leased Asset).
- 9.15. Should the Lease Agreement be terminated as specified in item 9.12., the Lessor may demand that the Lessee pays the following

plačilo naslednjih zneskov:

- o skupnega zneska vseh dolgovanih obrokov leasinga in plačil v skladu z izračunom Leasingodajalca ter knjigovodske vrednosti Predmeta leasinga, ki je izračunana po metodi amortizacije na dan izteka veljavnosti Pogodbe o leasingu, obresti, izračunanih od datuma zapadlosti zadnjega mesečnega obroka leasinga do datuma plačila nadomestila, ter nadomestil, ki jih je plačal Leasingodajalec iz naslova davka na motorna vozila, skupnega zneska za vse skladiščenje, prevoz, varovanje, likvidacijo ali stroške prodaje, povezane s Predmetom leasinga, ter stroškov zavarovanja, če je Leasingojemalec v skladu z zakonom dolžan zavarovati Predmet leasinga.

9.16. Od zneska, določenega v točki 9.15., se odšteje:

- a. znesek nadomestila, ki ga je zavarovalnica izplačala Leasingodajalcu iz naslova izgube Predmeta leasinga, na datum plačila omenjenega nadomestila,
- b. znesek, ki ga je Leasingodajalec prejel iz naslova kakršne koli prodaje uničenega ali poškodovanega Predmeta leasinga, brez DDV, na datum, ko je Leasingodajalec prejel ta znesek ali njegov del, pod pogojem, da je Predmet leasinga prodan.

9.17. Zahtevk Leasingodajalca, opredeljen v točki 9.15., zapade v plačilo na datum izteka Pogodbe o leasingu. Če pride do dogodkov, opredeljenih v točkah 9.16. a. in b., mora Leasingodajalec zahtevk nemudoma ponovno izračunati. Če se ugotovi kakršen koli presežek vsote terjatev Leasingodajalca, je o tem treba obvestiti Leasingojemalca, ki mu mora Leasingodajalec omenjeni presežek nemudoma povrniti.

10. Predčasna odpoved Pogodbe o leasingu

10.1. Leasingodajalec lahko Pogodbo o leasingu odpove, odpoved pa začne veljati takoj, v vsakem izmed naslednjih naštetih primerov:

- o zamuda Leasingojemalca pri plačilu (i) vsaj enega mesečnega obroka leasinga ali (ii) Pologa ali (iii) katerega koli drugega neplačanega zneska leasinga, v predpisanem roku (ki ni krajši od 8 dni), določenem v pisnem obvestilu Leasingodajalca Leasingojemalcu;
- o če Leasingojemalec zamuja pri plačilu katerekoli izmed obveznosti po prejšnji točki in je bil pred tem o zamudi obveščen vsaj z dvema opominoma/obvestiloma, pri čemer je ob prvem opominu Leasingodajalec v zamudi vsaj 8 dni, ob drugem opominu pa vsaj 16 dni, se rok za obvestilo iz prejšnje točke skrajša iz 8 dneh na rok 1 (enega) dne, v primeru, da

amounts:

- o total amount of all due lease instalments and payments calculated by the Lessor and the book value of the Leased Asset calculated using the balance method as at the Lease Agreement expiration date, interest calculated from the maturity date of the last monthly lease instalment until the compensation is paid, as well as any fees covered by the Lessor under tax on means of transport, the total amount of all storage, transport, protection, liquidation or sales costs related to the Leased Asset, as well as insurance expenses, if the Lessee is by law required to insure the Leased Asset.

9.16. The amount specified in item 9.15. shall be deducted by:

- a. the amount of compensation paid to the Lessor by the insurance company under the loss of the Leased Asset, on the date of payment of said compensation,
- b. the amount obtained by the Lessor from any sale of the destroyed or damaged Leased Asset, VAT tax excluded, on the date of receiving this amount or its components by the Lessor, provided the Leased Asset is sold.

9.17. The Lessor's claim specified in item 9.15. shall be due and payable as of the Lease Agreement expiration date. However, should the events specified in items 9.16. a. and b. occur, the Lessor shall immediately recalculate the claim and if any excess over the Lessor's receivables is found, the Lessee shall be informed, and the Lessor shall immediately return the surplus to the Lessee.

10. Early Termination of the Lease Agreement

10.1. The Lessor may terminate the Lease Agreement effective immediately in each of the following cases:

- o any default of the Lessee in payment of (i) at least one monthly lease instalment or (ii) the Down Payment or (iii) any other outstanding leasing amounts, all within the time limit (not shorter than 8 days) specified in a written notice by the Lessor to the Lessee;
- o if the Lessee is in default in paying any of the obligations under the previous item and has previously been notified of the delay with at least two reminders/notifications, with the Lessor being in default for at least 8 days with the first reminder and at least 16 days with the second reminder, the time limit from the previous point is shortened from 8 to 1 (one) day, under the

- je v prehodnih opominih referenca na obstoj predmetnega določila,
- če, kljub pisnemu obvestilu s strani Leasingodajalca, Leasingojemalec ne vzdržuje primerne stanja Predmeta leasinga ali ne izpolnjuje obveznosti, ki jih narekuje kateri koli pravni predpis ali Pogodba o leasingu in ki so povezane z razpolaganjem ali uporabo Predmeta leasinga, ali če Leasingojemalec Predmet leasinga uporablja na način, ki krši Pogodbo o leasingu ali navodila proizvajalca ali Dobavitelja, ali če Leasingojemalec Predmet leasinga uporablja izven Teritorialnega obsega zavarovanja, ali če Leasingojemalec ne odstrani sprememb Predmeta leasinga, ki so bile opravljene brez soglasja Leasingodajalca, v roku, ki ga določi Leasingodajalec, ali če Leasingojemalec krši katero koli drugo obveznost, navedeno v Pogodbi o leasingu ali v Splošnih pogojih;
 - če Leasingojemalec pravico do uporabe Predmeta leasinga prenese na tretjo osebo brez soglasja Leasingodajalca;
 - v primeru spremembe finančnega stanja Leasingojemalca, ki predstavlja grožnjo za interese Leasingodajalca, če je proti Leasingojemalcu uveden stečajni postopek, če Leasingojemalec popolnoma ali delno opusti svoje poslovne dejavnosti, ali če so proti Leasingojemalcu sproženi postopki izvršbe, zavarovanja ali izterjave ali kateri koli sodni ali upravni postopki, ki bi lahko pomembno vplivali na finančno stanje Leasingojemalca;
 - razkritje, da je v času pogajanj o pogojih Pogodbe o leasingu Leasingojemalec zadržal informacije ali podal neresnične informacije, ki bi za Leasingodajalca, če bi bil z njimi seznanjen, lahko predstavljale razlog, da Pogodbe o leasingu ne bi sklenil;
 - če Leasingojemalec ne vzpostavi ustreznih instrumentov zavarovanja, ki jih v skladu s Pogodbo o leasingu zahteva Leasingodajalec;
 - če instrument zavarovanja, ustanovljen v korist Leasingodajalca, preneha, postane neučinkovit ali se ga drugače krši;
 - če pride do preklica ali prenehanja katerega koli dovoljenja ali licence, ki ga Leasingojemalec potrebuje za opravljanje poslovnih dejavnosti, vključno z Dovoljenjem za opravljanje dejavnosti;
 - če Leasingojemalec zamuja s predložitvijo ali ne predloži Leasingodajalcu kopije Prometnega dovoljenja ali drugih dokumentov, navedenih v točki 3., v povezavi z registracijo/podaljšanjem registracije Predmeta leasinga;
 - če Leasingojemalec Leasingodajalcu v roku, navedenem v točki 6.3., ne zagotovi
- condition that the reminders/notices reference this provision,
- if, despite the written reminder submitted by the Lessor, the Lessee fails to keep the Leased Asset in proper condition or to fulfil any obligations prescribed by any legal regulations or the Lease Agreement related to holding or using the Leased Asset, or if the Lessee uses the Leased Asset in breach of the Lease Agreement or manufacturer's or Supplier's instructions, or if the Lessee uses the Leased Asset outside the Territorial Scope of Insurance, or if the Lessee fails to remove modifications of the Leased Asset made without the Lessor's consent within the time limit specified by the Lessor, or if the Lessee violates any other of its obligations stipulated in the Lease Agreement or these General Terms;
 - if the Lessee transfers the right of use of the Leased Asset to a third party without the Lessor's consent;
 - in the event of change of Lessee's financial condition which poses a threat to the Lessor's interest or if a bankruptcy petition is filed against the Lessee, or if the Lessee abandons business operations fully or partly, or if enforcement, securing or recovery proceedings, or any other court or administrative proceedings are initiated against the Lessee, which may have a vital impact on the financial condition of the Lessee;
 - disclosure that while negotiating the terms and conditions of the Lease Agreement, the Lessee withheld information or gave untrue information, the knowledge of which may have given grounds for the Lessor to refrain from concluding the Lease Agreement;
 - should the Lessee fail to duly establish security instruments required by the Lessor under the Lease Agreement;
 - if the security instrument established in favour of the Lessor is withdrawn or becomes ineffective or otherwise infringed upon;
 - should any permit or licence required by the Lessee for business operations, including the Operating License be revoked or expire;
 - should the Lessee delay or fail to provide the Lessor with a copy of the Registration Certificate or other documents specified in point 3. in connection with the registration / renewal of registration of the Leased Asset.
 - should the Lessee fail to provide the Lessor with a copy of the document confirming that the mandatory technical inspection has been carried out within the time limit specified in point 6.3.;

- kopije dokumenta, ki potrjuje, da je bil opravljen obvezni tehnični pregled;
- če Leasingojemalec Leasingodajalcu ne zagotovi katerih koli informacij ali dokumentov, navedenih v točki 13., v roku, navedenem v omenjeni točki;
 - če Leasingojemalec zamuja z izvajanjem drugih denarnih ali nedenarnih obveznosti drugih pravnih razmerij, ki niso Pogodba o leasingu, ali iz naslova drugih pogodb, sklenjenih med Leasingodajalcem in Leasingojemalcem;
 - v primeru sprememb pravnega statusa ali lastniške strukture Leasingojemalca, ki po mnenju Leasingodajalca predstavlja grožnjo za izpolnjevanje obveznosti Leasingojemalca ali predstavlja grožnjo zmanjšanja učinkovitosti zagotovljenih zavarovanj, navedenih v Pogodbi o leasingu;
 - če Leasingojemalec ne predloži obvestila, navedenega v točki 13.3., pod pogoji, navedenimi v omenjeni točki. Morebitne spremembe dokumentacije podjetja in pravnega statusa Leasingojemalca, o katerih Leasingodajalec ni bil predhodno obveščen in ki jih ni odobril, vključno z, vendar ne omejeno na, združitve, razdelitve, preoblikovanja, pridobitve in spremembe v subjektih, ki nadzorujejo Leasingojemalca, se štejejo kot kršitev Pogodbe o leasingu in utemeljujejo odpoved Pogodbe o leasingu s takojšnjim učinkom.
 - Če se Leasingojemalec ali njegova povezana oseba (podružnica ali druga korporacijsko povezana oseba), direktorji, družbeniki ali delničarji, ustanovitelji, zastopniki ali kateri koli subjekti, v katerih neposredno ali posredno Leasingodajalec sodeluje, predmet kakršnih koli omejevalnih ukrepov, ki jih uvedejo, upravljajo ali izvajajo Evropska unija ali njene države članice, Združene države Amerike, Združeno kraljestvo ali katera koli druga veljavna jurisdikcija
 - če se Predmet Leasinga uporablja ali obstaja razumna domneva, da bo uporabljeno na način, ki ni v skladu z veljavno zakonodajo, vključno tudi v nasprotju z omejevalnimi ukrepi, ki jih nalagajo, upravljajo ali izvajajo Evropska unija ali njene države članice, Združene države, Združeno kraljestvo ali katera koli druga veljavna jurisdikcija.
- 10.2. Leasingodajalec je upravičen odpovedati Pogodbo o leasingu z odpovednim rokom enega meseca, če Leasingojemalec zamuja z izpolnitvijo katere koli finančne obveznosti, ki ni obrok leasinga, v odnosu do Leasingodajalca ali v odnosu do tretje osebe (npr. zavarovalnice), katerih izpolnjevanje je bistvenega pomena za nadaljevanje Pogodbe o leasingu.
- should the Lessee fail to present the Lessor with any information or documents specified in point 13. within the time limit defined therein,
 - should the Lessee be in default with the performance of other financial or non-pecuniary obligations under legal relationships other than the Lease Agreement or under other agreements concluded between the Lessor and the Lessee;
 - in the event of changes in the legal status or ownership structure of the Lessee, which, in the opinion of the Lessor, constitute a threat to the performance of the Lessee's obligations or pose a threat of reducing the effectiveness of granted securities specified in the Lease Agreement;
 - should the Lessee fail to submit the notification specified in point 13.3. on terms indicated therein. Any changes to the Lessee's corporate documents and its legal status, which have not been previously notified to the Lessor and have not been accepted by the Lessor, including, but not limited to, mergers, divisions, transformations, acquisitions, and changes in entities that control the Lessee will be considered as the case of breach of Lease Agreement justifying its termination with immediate effect.
 - If the Lessee or Lessee's affiliates, directors, shareholders, founders, representatives, or any entities, in which the Lessor directly or indirectly participates, are subject to any restrictive measures imposed, administered, or enforced by the European Union or its Member States, the United States, the United Kingdom or any other applicable jurisdiction
 - if the Leased Asset is used or there is a reasonable assumption that it will be used in a manner inconsistent with applicable law, including also contrary to restrictive measures imposed, administered, or enforced by the European Union or its Member States, the United States, the United Kingdom or any other applicable jurisdiction.
- 10.2. The Lessor shall be entitled to terminate the Lease Agreement with a notice period of one month if the Lessee is in default with the performance of any financial obligation other than the leasing instalments towards the Lessor or towards a third party (e.g. an insurance company) the performance of which is material for the continuation of the Lease Agreement.

- 10.3.V primeru predčasne odpovedi Pogodbe o leasingu bo Leasingojemalec nemudoma vrnil Predmet leasinga v roku, ki ga je Leasingodajalec navedel v svojem obvestilu o odpovedi, pod pogoji, navedenimi v točki 7. teh Splošnih pogojev, Leasingodajalec pa je upravičen do takojšnjega prevzema Predmeta leasinga.
- 10.3.In the event of early termination of the Lease Agreement, the Lessee shall immediately return the Leased Asset within the time limit specified by the Lessor in its termination notice, on terms and conditions stipulated by point 7. of these General Terms and the Lessor shall be entitled to an immediate takeover of the Leased Asset.
- 10.4.V primeru, da Pogodbo o leasingu odpove Leasingodajalec, še posebno v primerih, navedenih v točkah 10.1. ali 10.2. zgoraj, lahko Leasingodajalec zahteva, da Leasingojemalec nemudoma poplača:
- o vse zapadle in neplačane obroke Leasinga do trenutka odpovedi Pogodbe o Leasingu, pri čemer se zapadli in neplačani obroki (kakor tudi vsi preostali že plačani obroki) štejejo za tržno najemnino in predstavljajo uporabnino,
 - o alikvoten del mesečnega obroka leasinga, kolikor račun za posamezen mesečni obrok še ne bil izdan pred odpovedjo, a vendar Leasingojemalec še ni vrnil predmeta Leasinga, pri čemer tako ugotovljen alikvoten del mesečnega obroka predstavlja uporabnino in se šteje za tržno najemnino,
 - o uporabnino za čas od trenutka odpovedi Pogodbe o leasingu do vrnitve Predmeta leasinga, pri čemer znaša dnevna vrednost uporabnine alikvoten del zneska zadnjega mesečnega obroka leasinga pred odpovedjo, pri čemer se tako ugotovljena uporabnina šteje za tržno najemnino,
 - o škodo, ki je izračunana kot sledi: [stroški nabave Predmeta leasinga] + [stroški financiranja] + [drugi stroški izhajajoči iz Pogodbe o Leasingu in teh splošnih pogojev] + [zapadli neplačani obroki] + [diskontirani preostali obroki od odpovedi Pogodbe o leasingu naprej] – [že plačani obroki leasinga] – [vrednost vrnjenega predmeta leasinga] – [prenesen znesek zavarovalnine ali odškodnine kot posledica uničenja ali poškodbe, Predmeta leasinga]. Leasingodajalec bo svoje terjatve iz naslova prej navedenih točk pobotal s svojim dolgom do Leasingojemalca za vračilo Leasingojemalčevega Pologa in vračilo sorazmernega dela DDV.
- 10.4.In the event of the Lease Agreement termination by the Lessor, in particular in cases specified in points 10.1. or 10.2. above, the Lessor may demand that the Lessee immediately repay:
- o all overdue and unpaid Leasing instalments up to the time of termination of the Leasing Agreement, whereby overdue and unpaid instalments (as well as all remaining instalments already paid) are considered market rent and represent user fee,
 - o an aliquot part of the monthly leasing instalment, insofar as the invoice for the individual monthly instalment has not yet been issued before the termination of the Lease Agreement, wherein the Lessee has not yet returned the object of the Leasing, whereby the aliquot part of the monthly instalment thus determined represents the user fee and is considered market rent,
 - o user fee for the period from the moment of termination of the Lease Agreement until the return of the vehicle, whereby the daily value of the user fee is an aliquot part of the amount of the last monthly leasing instalment before termination, whereby the user fee determined in this way is considered market rent,
 - o damages calculated as follows: [acquisition costs of the Leased Asset] + [financing costs] + [other costs arising from the Leasing Agreement and these General conditions] + [overdue unpaid instalments] + [discounted remaining instalments from the termination of the Leasing Agreement onward] – [leasing instalments already paid] – [value of the returned Leased asset] – [transferred amount of insurance premium or compensation as a result of destruction or damage of the leasing object]. The Lessor will set off its claims from the previous points with its debt to the Lessee for the return of the Lessee's Down Payment and the return of the proportional part of the VAT.
- 10.5.Leasingojemalec nima pravice do predčasne odpovedi Pogodbe o leasingu, razen če to izrecno dopušča Pogodba o leasingu ali Splošni pogoji.
- 10.5.The Lessee shall not have any right to terminate the Lease Agreement prematurely unless so explicitly provided by the Lease Agreement or these General Terms.

11. Pravica do odstopa od Pogodbe

11. Right of Withdrawal from the Agreement

11.1. Preden se Predmet leasinga dobavi Leasingojemalcu, lahko Leasingodajalec odstopi od Pogodbe o leasingu iz upravičenih razlogov (vključno z, vendar ne omejeno na, razloge za odpoved, ki so navedeni v točki 10.1.). V tem primeru Leasingodajalec Leasingojemalcu vrne znesek Pologa, zmanjšan za terjatve in stroške, kot izhajajo iz Pogodbe o leasingu in teh splošnih pogojev.

11.1. Before the Leased Asset is delivered to the Lessee, the Lessor may withdraw from the Lease Agreement for justified reasons (including but not limited to the reasons for termination determined in point 10.1.). In such a case, the Lessor shall reimburse the Lessee for the Down Payment, reduced by claims and costs, as derived from the Lease Agreement and these General terms and conditions.

12. Iztek Pogodbe

12. Expiration of the Agreement

12.1. Pogodba o leasingu preneha veljati s potekom Leasing dobe, navedene v Pogodbi o leasingu, ter ob poravnavi vseh finančnih obveznosti, ki jih Leasingojemalec dolguje Leasingodajalcu.

12.1. The Lease Agreement shall expire upon the lapse of the Lease Term specified therein and upon the settlement of any and all financial obligations due to the Lessor by the Lessee.

12.2. Po prenehanju veljavnosti Pogodbe o leasingu, kot je določeno zgoraj, bo na zahtevo Leasingojemalca Leasingodajalec prenesel lastninsko pravico na Predmetu leasinga na Leasingojemalca v zameno za Preostalo vrednost, ki je navedena v Pogodbi o leasingu. Po plačilu zadnjega obroka leasinga s strani Leasingojemalca Leasingodajalec izda popravek računa DDV, v katerem upošteva spremembe v mesečnih obrokih leasinga, ki izhajajo iz spremembe obrestnih mer, v primeru, da dokončna poravnava zahteva doplačilo za DDV. Če je Predmet leasinga vozilo, ki je podvrženo registraciji, mora Leasingodajalec v roku 7 delovnih dni po datumu poravnave, vključno s popravkom DDV, Leasingojemalcu izročiti potrebne dokumente za prenos in registracijo lastninske pravice na Predmetu leasinga.

12.2. Upon the expiration of the Lease Agreement as specified above, on the Lessee's request the Lessor shall transfer the ownership rights to the Leased Asset to the Lessee in exchange for the Residual Value as set forth in the Lease Agreement. Following the payment of the last lease instalment by the Lessee, the Lessor shall issue a corrective VAT invoice taking into account the changes in monthly lease instalments resulting from a change in interest rates as long as the final settlement requires the VAT surcharge. If the Leased Asset is a vehicle subject to a registration, the Lessor shall, within up to 7 business days following the date of the settlement including VAT adjustment, present the Lessee with documents required for the transfer and registration of the title to the Leased Asset.

13. Zahteve glede obveščanja s strani Leasingojemalca

13. Notification Requirements of the Lessee

13.1. Leasingojemalec mora Leasingodajalca obvestiti o vseh okoliščinah, ki pomembno vplivajo ali bi lahko pomembno vplivale na izvajanje obveznosti Leasingojemalca v skladu s Pogodbo o leasingu ali Splošnimi pogoji, še posebno na pravočasno plačevanje Leasingodajalcu, v roku 5 dni po nastopu takšnih okoliščin. Nadalje mora Leasingojemalec Leasingodajalcu na vsak poziv zagotoviti pisno informacijo v zvezi s tovrstnimi okoliščinami, in sicer v 5 delovnih dneh od prejema takšnega poziva.

13.1. The Lessee shall notify the Lessor of any and all circumstances that may or might have a material impact on the Lessee's performance of obligations under the Lease Agreement or these General Terms, in particular on timely payments for the Lessor, within 5 business days following the occurrence of such circumstances. Moreover, the Lessee shall provide the Lessor with a written information regarding such circumstances upon each request, within 5 business days from receiving such a request.

13.2. Na vsak poziv Leasingodajalca in v roku 7 dni od takšnega poziva mora Leasingojemalec predložiti npr. kopijo letnih računovodskih izkazov z mnenjem pooblaščenega revizorja (če so ti izkazi predmet revizije), zahtevanih v skladu z zakonom, letnih davčnih napovedi (pri čemer Leasingodajalec takšnega poziva ne sme dati prej kot po poteku 6 mesecev od konca finančnega leta, na katerega se nanaša

13.2. Upon each request of the Lessor and within 7 days following such request, the Lessee shall submit, e.g. the copy of annual financial statements with certified auditors' opinion (if such statements are auditable) required by the law, and annual tax returns (whereas such request of the Lessor must not be made earlier than after the lapse of 6 months following the end of the financial year the

poziv), ter drugih dokumentov, za katere Leasingodajalec presodi, da so pomembni za ocenjevanje finančnega in poslovnega stanja Leasingojemalca in njegove plačilne sposobnosti.

- 13.3. Leasingojemalec mora Leasingodajalca obvestiti o kakršni koli spremembi poslovnega naslova, poštnega naslova in redne lokacije (garaže) Predmeta leasinga v 5 dneh od spremembe. Če do obvestila o spremembi poštnega naslova ne pride, se vsaka pošta, dostavljena na prejšnji naslov, šteje za vročeno najpozneje v 8 dneh od datuma prvega poskusa vročitve ali vračila pošte s strani kurirja ali poštne službe; šteje se, da je Leasingojemalec to pošto prejel (tj. da se je Leasingojemalec s pošto seznanil oz. da se je imel priložnost z njo seznaniti). Ne glede na navedeno lahko Leasingodajalec Leasingojemalca obvešča in z njim komunicira tudi preko Leasingojemalčevega poštnega naslova navedenega v Pogodbi o leasingu. Velja, da je bil Leasingojemalec veljavno obveščen o vsebini sporočila vsebovanem v konkretnem e-poštnem sporočilu, če ga je Leasingodajalec ali iz njegove strani pooblaščen oseba, poslala na e-poštni naslov naveden v Pogodbi o leasingu pri čemer se šteje, da je bil Leasingojemalec obveščen s trenutkom, ko je bilo sporočilo poslano. Veljavnost e-poštnega naslova, ali drugih okoliščin, ki so na strani Leasingojemalca ne vplivajo na njegovo obveščenost. E-poštni naslov Leasingojemalca se lahko spremeni s pisnim dogovorom med Leasingojemalcem in Leasingodajalcem.

14. Končne določbe

- 14.1. Leasingodajalec Leasingojemalcu odgovarja le za škode, ki so posledica hude malomarnosti ali namerne kršitve. Odškodninska odgovornost Leasingodajalca Leasingojemalcu je v vsakem primeru omejena na odgovornost za dejansko in neposredno škodo, izključujoč kakršno koli posredno (in posledično), potencialno, bodočo in hipotetično škodo, vključno z izgubljenim in pričakovanim dobičkom Leasingojemalca. Vsi razlogi za odškodninske zahteve zoper Leasingodajalca, ki niso razlogi, določeni v določbah, ki urejajo neizvajanje ali neustrezno izvajanje obveznosti, so izključeni.
- 14.2. V primeru, da je v skladu s Pogodbo o leasingu odgovorna več kot ena stranka, je njihova odgovornost solidarna.
- 14.3. Neučinkovanje ali neveljavnost katere koli določbe Pogodbe o leasingu in Splošnih pogojev ne vpliva na njune ostale določbe. Pogodbenici bosta takšno razveljavljeno ali nično določbo nadomestili z drugo, ki je v pravnem in poslovnem pomenu čim bližja

request pertains to), as well as other documents the Lessor deems necessary for assessing the Lessee's financial and business position and solvency.

- 13.3. The Lessee shall notify the Lessor of any change of the registered office and mailing address, as well as the regular location (garage) of the Leased Asset within 5 days following the change. In the event of failure to notify about the change of the mailing address, any mail delivered to the previous address shall be deemed effectively delivered (i.e. the Lessee became acquainted with it or had the opportunity to get acquainted) no later than 8 days as of this date of the first attempt of delivery or return of mail by the courier or postal service. Regardless of the above, the Lessor may also inform and communicate with the Lessee via the Lessee's mailing address specified in the Lease Agreement. It is considered that the Lessee was validly informed about the content of the message contained in a specific e-mail message, if it was sent by the Lessor or a person authorized by the Lessor to the e-mail address specified in the Leasing Agreement, and it is considered that the Lessee was notified the moment the message was sent. The validity of the e-mail address or other circumstances on the part of the Lessee do not affect the validity of notification. The Lessee's e-mail address can be changed by written agreement between the Lessee and the Lessor.

14. Final Provisions

- 14.1. Should the Lessor be liable to the Lessee, then the Lessor's liability towards the Lessee shall be limited to losses inflicted only as a result of gross negligence or intentional fault. The Lessor's liability for damages towards the Lessee shall be in any case limited to the liability for actual and direct losses, excluding any indirect (and consequential), potential, future and hypothetical losses, including the lost and expected profits of the Lessee. Any grounds for claims for damages from the Lessor, other than those specified in the regulations governing the non-performance or improper performance of obligations, shall be excluded.
- 14.2. In the event of there being more than one liable party under the Lease Agreement their liability shall be joint and several.
- 14.3. The ineffectiveness or invalidity of any provision of the Lease Agreement and General Terms shall not affect other provisions thereof. The Parties shall replace such invalid or ineffective provision with one as close in legal terms and business

- Pogodbi o leasingu. To načelo se uporablja tudi, v primeru očitnih pravnih praznin v Pogodbi o leasingu. V primeru neskladij med Pogodbo o leasingu in Splošnimi pogoji prevladajo določbe Pogodbe o leasingu.
- 14.4. Če se uvedejo pravni ali finančni predpisi v zvezi z leasingom, ki se razlikujejo od tistih, ki so zavezujoči na dan sklenitve Pogodbe o leasingu, lahko Leasingodajalec ustrezno spremeni Pogodbo o leasingu in pri tem upošteva interese Pogodbenic ter cilj in namen Pogodbe o leasingu.
- 14.5. Leasingojemalec se izrecno odpoveduje pravici do ugovorov na podlagi bistvenih sprememb okoliščin (*rebus sic stantibus*), ki bi bile posledica zmanjšanja obsega poslovanja Leasingojemalca, sprememb na trgu, sprememb v podjetju na strani Leasingojemalca, itd.
- 14.6. Pogodba o leasingu se ureja in razlaga v skladu s slovensko zakonodajo.
- 14.7. Vse spore bo reševalo pristojno sodišče splošne pristojnosti na območju sedeža Leasingodajalca.
- 14.8. Vse spremembe in dopolnitve Pogodbe o leasingu se sklenejo pisno, sicer so nične.
- 14.9. Leasingojemalec se na tem mestu strinja, da je Leasingodajalec upravičen do vnosa katerih koli podatkov, vključno z osebnimi podatki predstavnikov Leasingojemalca, v podatkovno zbirko Leasingodajalca, in da omenjene podatke Leasingodajalec in subjekti skupine Volvo Group lahko uporabljajo v tržne namene. Leasingojemalec se na tem mestu strinja, da ima Leasingodajalec omenjene podatke in vse informacije, ki jih pridobi v obdobju trajanja leasinga, pravico posredovati vsakršnim finančnim partnerjem, vključno z, vendar ne omejeno na, informacije o izvrševanju Pogodbe o leasingu s strani Leasingojemalca ali bonitetno oceno Leasingojemalca.
- 14.10. S podpisom Pogodbe o leasingu Leasingojemalec izrecno dovoljuje in Leasingodajalcu ali kateri koli tretji osebi, na katero je Leasingodajalec prenesel svoje pravice iz naslova Pogodbe o leasingu, daje soglasje, da lahko opravlja poizvedbe in pridobiva vse podatke o Leasingojemalcu s strani pristojnih organov, teles, agencij in drugih vladnih in nevladnih ustanov, bank, hranilnic, zavarovalnic, drugih podjetij (najsij gre za podjetja, ki so del skupine Volvo Group, ali za zunanja podjetja) ali tretjih oseb, ko je to potrebno za zaščito, izvajanje
- objectives to the Lease Agreement as possible. This principle shall be applied, respectively, if an obvious legal gap is found in the Lease Agreement. In the case of any discrepancies between the Lease Agreement and the General terms, the provisions of the Lease Agreement shall prevail.
- 14.4. Should legal or financial regulations pertaining to leasing be introduced, different from ones binding as at the Lease Agreement conclusion date, the Lessor may amend the Lease Agreement respectively, taking into consideration the interests of the Parties and the aim and purpose of the Lease Agreement.
- 14.5. The Lessee explicitly renounces of its right to objection on the grounds of a fundamental change of circumstances (*rebus sic stantibus*) which would be a result of a decline in the volume of the Lessee's business, changes in the market, corporate changes on the side of the Lessee, etc.
- 14.6. The Lease Agreement shall be governed by and construed in accordance with Slovenian law.
- 14.7. Any and all disputes shall be resolved by the competent court of general jurisdiction for the registered office of the Lessor.
- 14.8. Any and all amendments and supplements to the Lease Agreement shall be made in writing under pain of nullity.
- 14.9. The Lessee hereby agrees that the Lessor is entitled to enter any data including personal data of the Lessee's representatives in the database of the Lessor as well as the aforementioned data can be used by the Lessor and the Volvo Group entities for marketing purposes. The Lessee hereby agrees that the Lessor is entitled to provide any financial partners with the aforementioned data and any information gained during the lease period, including but not limited to the information on the performance of the Lease Agreement by the Lessee or the assessment of credit-standing of the Lessee.
- 14.10. The Lessee, by signing the Lease Agreement, explicitly authorizes and gives consent to the Lessor, or to any third party to which the Lessor has assigned his rights under the Lease Agreement, that it may carry out inquiries and obtain all data about the Lessee from competent authorities, bodies, agencies and other governmental and non-governmental institutions, banks, savings banks, insurance companies, other companies (whether part of the Volvo group or outside companies) or third parties whenever needed for protection, execution

ali uveljavljanje pravic Leasingodajalca ali katere koli tretje osebe, na katero je Leasingodajalec prenesel svoje pravice iz naslova Pogodbe o leasingu, in ko je to potrebno za izpolnjevanje katerih koli pogojev, ki v skladu z veljavno zakonodajo in drugimi uredbami veljajo za Leasingodajalca ali katero koli tretjo stranko, na katero je Leasingodajalec prenesel svoje pravice iz naslova Pogodbe o leasingu. S podpisom Pogodbe o leasingu Leasingojemalec izrecno dovoljuje pristojnim organom, telesom, agencijam in drugim vladnim in nevladnim ustanovam, bankam, hranilnicam, zavarovalnicam, drugim podjetjem (najsaj gre za podjetja, ki so del skupine Volvo Group, ali za zunanja podjetja) ali tretjim strankam, da tovrstne podatke zagotovijo Leasingodajalcu ali kateri koli tretji stranki, na katero je Leasingodajalec prenesel svoje pravice iz naslova Pogodbe o leasingu, po predložitvi Pogodbe o leasingu.

or enforcement of rights of the Lessor or any third party to which the Lessor has assigned his rights under the Lease Agreement and whenever needed for the satisfaction of any requirements imposed by applicable legislation and other regulation on the Lessor or any third party to which the Lessor has assigned his rights under the Lease Agreement. The Lessee, by signing the Lease Agreement, explicitly allows competent authorities, bodies, agencies and other governmental and non-governmental institutions, banks, savings banks, insurance companies, other companies (whether part of the Volvo group or outside companies) or third parties to provide such information to the Lessee, or any third party to which the Lessor has assigned his rights under the Lease Agreement, upon presentation of the Lease Agreement.

14.11.S podpisom Pogodbe o leasingu Leasingojemalec dovoljuje in pooblašča Leasingodajalca ali katero koli tretjo osebo, na katero je Leasingodajalec prenesel svoje pravice iz naslova Pogodbe o leasingu, da na lastno presojo in za zaščito interesov upnikov ugotovijo bonitetno oceno, finančni položaj in poslovne okoliščine Leasingojemalca in da podatke o Leasingojemalcu, o Pogodbi o leasingu in/ali vse podatke, povezane s Pogodbo o leasingu, posredujejo finančnim partnerjem. Leasingojemalec se na tem mestu seznanja z dejstvom, da je leasingodajalec dolžan po Zakonu o centralnem kreditnem registru (ZCKR) poročati izpostavljenost, plačilno disciplino in zamudo plačil, v register (SIZBIZ) Banke Slovenije.

14.11.The Lessee, by signing the Lease Agreement, allows and empowers the Lessor, or any third party to which the Lessor has assigned his rights under the Lease Agreement, at its own judgement, and for protection of interests of creditors, for ascertaining the credit rating, the financial position and the business circumstances of the Lessee, to forward the information about the Lessee, the Lease Agreement and/or all information with regard to the Lease Agreement to financial partners. The Lessee acknowledges that the Lessor is obliged to report indebtedness, payment behaviour and outstanding payments of the Lessee to central register (SIZBIZ) of Bank of Slovenia with the accordance of the ZCKR.

14.12.S podpisom Pogodbe o leasingu se Leasingojemalec na tem mestu strinja da sme v času veljavnosti Pogodbe o leasingu Leasingodajalec obdelovati osebne podatke. Podrobne informacije so navedene v Obvestilu / soglasju za obdelavo osebnih podatkov. Leasingojemalec soglaša s tem, da lahko Leasingodajalec vse podatke, ki jih je zagotovil Leasingojemalec, prenese povezanim družbam Leasingodajalca, ki za namen tega člena in v odnosu do Leasingodajalca, s katerim je Leasingojemalec sklenil Pogodbo o leasingu, pomenijo vsa podjetja, družbe, partnerstva, sklade ali druge subjekte, ki so bodisi (i) v več kot 50 % lasti omenjene stranke ali (ii) lastniki več kot 50 % tovrstne stranke, ali (iii) v več kot 50 % lasti istega subjekta, ki ima (neposredno ali posredno) v lasti takšno stranko ali jo nadzoruje (Uvoznik podatkov). Za izogib dvomom in ne glede na zgoraj navedeno to za spodaj navedene namene vključuje Volvo Financial Services LLC (VFS HQ) in VFS US, LLC (VFS US), ki sta oba subjekta Združenih držav. Leasingojemalec

14.12.By signing this Lease Agreement, the Lessee hereby acknowledges that during the validity of this Lease Agreement, the Lessor will process personal data. Detailed information is provided in the Notice/consent for processing personal data. The Lessee consents that the Lessor may from time to time transfer any data provided by the Lessee to the Lessor's Affiliates which, for the purposes of this Clause and in respect of the Lessor with whom the Lessee have entered into this Lease Agreement, shall be deemed to mean any companies, corporations, partnerships, trusts or other entities which are either (i) more than 50% owned by the aforementioned party, or (ii) owners of more than 50% of such party, or (iii) more than 50% owned by the same entity which (directly or indirectly) owns or controls such party (Data Importer). For the avoidance of doubt and without prejudice to the foregoing, this includes Volvo Financial Services LLC (VFS HQ) and VFS US, LLC (VFS US), each a U.S. entity, for the

razume tudi, da Združene države morda ne zagotavljajo enake stopnje zaščite kot zakonodaja države Leasingojemalca.

Leasingodajalec lahko prenese vse ali del podatkov Leasingojemalca Uvozniku podatkov, če se takšen prenos Leasingodajalcu zdi nujen za oceno, ali lahko ponudi, podaljša ali spremeni kakršno koli zahtevano financiranje Leasingojemalcu, kot to omogočajo notranje kreditne direktive Leasingodajalca (vsaka taka pojavitev je (Odločitev o kreditiranju)). Nadalje si Leasingodajalec, ko je bilo financiranje zagotovljeno, pridržuje pravico prodaje svojega deleža v tovrstnem financiranju in povezanih bodočih terjatev tretji stranki. Pri ocenjevanju takšnih odločitev se lahko Uvozniku podatkov (vključno z VFS US in VFS HQ) razkrijejo vsi ali del podatkov Leasingojemalca, kot to omogočajo notranje direktive kapitalskih trgov, in tretjim strankam, s katerimi Uvoznik podatkov sodeluje v povezavi s prodajo takšnih deležev (vsaka tovrstna pojavitev Transakcijska odločitev, in vse skupaj z Odločitvijo o kreditiranju, Nameni). Soglasje, ki ga podeli Leasingojemalec v skladu s tem členom, se nanaša na vse pretekle, sedanje ali bodoče podatke, ki jih Leasingojemalec zagotovi Leasingodajalcu.

Purposes defined below. The Lessee also understands that the United States may not provide the same level of protections as the laws of the Lessee's country.

The Lessor may transfer all or part of the Lessee's data to a Data Importer as the Lessor deems necessary for the evaluation of whether to offer, extend or modify any requested financing to the Lessee as mandated by the Lessor's internal credit directives (each such occurrence, a (Credit Decision)). Further once financing has been provided, the Lessor reserves the right to sell any ownership interest in such financing and related future receivables to a third party. In evaluating such decision, all or part of the Lessee's data may be disclosed to a Data Importer (including VFS US and VFS HQ) as mandated by the Lessor's internal capital markets directives and to such third parties with whom a Data Importer is in dialogue regarding the sale of such ownership interests (each such occurrence, a Transaction Decision and collectively together with the Credit Decisions, the Purposes). The consent granted by the Lessee pursuant to this clause applies to all data past, present or future submitted by the Lessee to the Lessor.

Podpis / Signature:
LEASINGODAJALEC / THE LESSOR

Podpis / Signature:
LEASINGOJEMALEC / THE LESSEE