

## General Terms and Conditions of Vehicle the lease agreement

LLC "Glacies Eternelles", OGRN: 279 90 249, legal address: Prague, area Prague-5, Švédská street,

1010/15, p / and 150 00, registered in the Commercial Register of the Prague City Court, Case No. C 131809

### 1. Introductory provisions

1.1. In the current Lease Agreement the company LLC "Glacies Eternelles, OGRN: 279 90 249, registered office: Prague, area Prague-5, st. Švédská, 1010/15, p / and 150 00, registered in the Commercial Register of Prague City Court, case No. C 131809 hereinafter referred to as the Lessor.

1.2. the Renter is the person renting the Vehicle specified in the Agreement (hereinafter referred to as the Lessee), concluded with the Lessor.

1.3 These General Terms and Conditions regulate the relations between the Lessor and the Lessee, arising on the basis of concluded Lease of transport means (hereinafter - the Contract).

1.4. These General Terms and Conditions are mandatory for execution by the Lessor and the Lessee and are indivisible component of the Contract.

1.5. Particular articles of the General Terms and Conditions can be changed or excluded from the Contract.

1.6. These General Terms and Conditions will be applied in case if the Contract or other written agreements between the Lessor and the Lessee do not contain another articles.

1.7. In addition to the General Terms and Conditions, which is also part of the contract, the price of the Lessor's services, and includes the set prices of spare parts, transactions and compensation for which the Lessee was informed in advance and his signature on the agreement of his consent (the "Price"). Prices for both parties in each case can agree upon individual items in the price list is determined in different ways. If the part for another set of specific the number of these General Terms and Price List, The price takes precedence; Contract or explicit consent parties has priority over the Price List.

### 2. Applicable legal regime

2.1. Contractual relations between parties are regulated by the juridical order of The Czech Republic.

2.2. Mutual contractual relationship between the parties is regulated by Law No. 89/2012, amended Civil Code.

### 3. Subject of the Lease

3.1. The Lessor undertakes to deliver the Vehicle mentioned in this Contract for temporary use in good working order to the Renter at the time and place established in the Contract conditions. The Lessee undertakes to pay a sum of money (hereinafter – rent) to the Lessor) for the service provided.

3.2. During the validity of the Agreement, the Lessee shall not transfers ownership of Transport means.

### 4. Lease term

4.1. Specific period of rent of the Vehicle is always indicated in the Contract. Contract (lease term Vehicles) can be extended by agreement of the parties.

4.2. The Lessor has the right to terminate the contract and take away from the Lessee the Vehicle in the event, if one of the following happens:

4.2.1. The Lessee uses the Vehicle contrary to the terms of the Treaty, generally binding legal provisions or method, causing damage to the Lessor, as well as the way in which The result of the use of which the Lessor faces causing great damage.

4.2.2. The lessee does not fulfill the obligations specified in in the Agreement, especially if it is delayed fulfillment of its obligations vis-à-vis the Lessor on more than 5 (five) calendar days.

4.2.3. The Vehicle was or will be damaged through the fault of the Tenant.

4.2.4. The Vehicle - contrary to the conditions Treaty - was or will be exported abroad by the Czech Republic.

4.2.5. Residence or legal address / address business activities Lessor will be transferred - including temporarily - abroad of the Czech Republic.

4.2.6. On the property of the Lessor tender was announced, Execution or similar process.

4.2.7. At the conclusion of the Contract, the Lessee provided to the Lessor untrue or incomplete information.

4.2.8. The Lessee will not notify the Czech police Republic (or the police of the State concerned) and simultaneously to the Lessor about the accident, damage, destruction or theft of the Vehicle or the other fact, as a result of which the Vehicle would be damaged.

4.2.9. The Lessee without the consent of the Lessor produced changes, replacement of parts or assemblies of the Vehicle.

4.2.10. The Lessee will not notify the Lessor in writing form about the fact of damage or the inoperative state of the Vehicle's tachometer.

4.2.11. The Vehicle will be arrested, pledged or any other proprietary or contractual right of a third party.

4.3. The Lessor's written notice of cancellation of the Contract must be delivered to the Lessee and it comes into force from the day of its receipt. Notification of the contract termination can also be delivered with the help of text messages (SMS), e-mail and other means of communication that allow you to save content of sent message.

4.4. Right to use the Vehicle will be annulled from the expiration of the period for which the Contract, as a result of the Vehicle damage or as a result of its theft. This do not cancel the mutual rights and obligations of the both parties existing up to the day of cancellation of the Contract, in particular the right of the Lessor for rental payment, damage compensation, payment of fines under the Contract, etc.

4.5. Lease relations can be canceled and in case of the parties agreement.

4.6 If the Lessee returns the car earlier he is obliged to pay rent for the originally agreed rental period, if the Parties do not agree otherwise.

### 5. Rights and obligations of the parties to the contract upon transfer Means of transport for Tenant

5.1. The Lessor shall transfer the Vehicle to the Lessee in the relevant technical condition, usable and equipped all necessary, as well as relevant current requirements. The Lessor undertakes to transfer the Vehicle to the Lessee on time and place, established in the Contract, including documents, necessary for the operation of the Vehicle, such as repair manual, duplicate a small technical passport and a certificate of insurance compliance with the requirements of law. The Vehicle is not equipped with a parking permit in specially marked zones.

5.2. The Vehicle Transfer Document The Lessor and receipt of the Vehicle the Lessee is the transfer protocol (hereinafter - Protocol). All obvious shortcomings, damage Vehicles and claims concerning state of the Vehicle which is transmitted, must be reported by the Lessee not later than the moment of transfer of the Vehicle and must be specified in the Protocol.

5.3 If the Lessee does not appear at the time and place transfer of the car, as specified in the Contract, as The time of the beginning of the lease, the Lessor is entitled to immediate termination of the contract and provision of a car for the use of another face. In this case, the Lessee is obliged to reimburse Lessor about any damage caused due to fault of the Lessee, having paid rent of the car in full amount for the period for which the Lessor was not able to transfer the car to another person and until the end of that lease period, which was indicated in the Contract under his conclusion with the Lessee

### 6. Rights and obligations of the parties to the contract upon the Vehicle return

6.1. The Lessee undertakes to return the Vehicles to the Lessor with keys received by documents from the Transport funds and received equipment no later than the deadline, in the place and in the manner established in the Contract. In case if the place of return of the vehicle is not specified, the Lessee undertakes to return the car to the Lessor's office. If no other return time is specified, the Lessee undertakes to return the Vehicle during the working time of the Lessor, which specified in the contract. In case if the Lessee demonstrates desire to return the vehicle later than is specified in the Contract and / or the vehicle will be delivered to the Lessor's office after the end of the working hours of the Lessor, the transfer of the Vehicle will not be deemed valid. Return of the car will be possible in the presence of both parties in the Lessor's working hours, which is the next working day.

6.2. The Lessees undertakes to return the Vehicles to the Lessor with clean, washed exteriors, completely cleaned interior, intact, and in the state in which he received the Vehicle - subject to normal wear and tear (see No. 6.11).

6.3. If the Lessee has accepted the Vehicle with completely full tank of fuel, he is bound to return the Vehicle with a full tank to the Lessor. - otherwise with such a state of the tank, in which he accepted the Vehicle (see clause 6.13.). For refueling the tank, which will be missed at the end of lease period, will be charged according to the to the current price list. If the Vehicle returned to the Lessor with the higher fuel level in the tank than it was at the beginning of the lease period, the Lessee is not entitled to a refund of the part costs of excess fuel

6.4. The Vehicle from the Lessee must be taken by the official Lessor's representative. The Lessee is obliged to

transfer the vehicle himself to the Lessor and - as a rule, - to confirm the transfer of the Vehicle in the protocol.

6.5. If the Lessee does not fulfill the transfer of the Lessor's Vehicle himself, the Lessor's official representative has the right to determine the state of returned / arrested Vehicle, documents, equipment of the Vehicle in presence of one more employee of the Lessor, which will confirm the condition of the Vehicle with his signature in the Protocol together with one more Lessor's representative. In case if the Lessee fails to fulfill his obligation to transfer the Lessor's Vehicle, the actual moment of the Vehicle return to the Lessor will be considered as exact time of the Vehicle receipt and has to be indicated by the Lessor in protocol.

6.6. If the Lessee returns the Vehicle to the Lessor with delay, he undertakes to pay the Lessor a fine in the amount specified in clause 8.3.16.

6.7. If the Lessee does not return the Vehicle to the Lessor until 15 (fifteen) calendar days from day, established in the Contract, and the Lessor does not receive from the Lessee a written record of the police Of the Czech Republic (or the state) about an accident, damage, destruction, Theft of the Vehicle or does not receive from Lessee information about the arrest of the Vehicle (see article 6.8.) in a written form, the Lessee undertakes to pay to the Lessor funds related to the search, arrest, confiscation of the Vehicle, in case of necessity - with its transportation to the Lessor's address-place business, etc. If the Lessor within 30 (thirty) calendar days from the date mentioned in the Contract for the return of the Vehicle, not will receive the Vehicle at its disposal and at the same time, the Lessee will not submit to the Lessor written record of the police of the Czech Republic (or police of the state concerned) about the accident, damage, destruction, theft of the Vehicle or in writing will not receive from the Lessee information on the arrest of the Vehicle, The Lessee shall and shall pay to the Lessor compensation of damage in the amount of the cost of transport means established by an expert to be appointed by the Lessor. Compensation should be paid on the next day after 30 (thirty) calendar days from the date fixed in the Agreement for the return of the Vehicle.

6.8. In case if the Vehicle is taken away, arrested or confiscated, The Lessee agrees to inform the Lessor about this immediately by phone (with a subsequent written confirmation). The Lessee undertakes to take all the necessary measures to issue the Vehicle, as well as it is obliged to pay the rental fee during the whole period. In this case, the rental period does not expire earlier than the Vehicle will be transferred to The Lessor. In this case, the the Lessee undertakes to pay for all damages among other things, that he will have in this connection.

6.9. In case of Vehicle delayed return by the Lessee Lessor in the established term and at a certain place, the Lessee was informed that the Lessor will notify the no return of the vehicle to the police of the Czech Republic (or the police of the State concerned) with the fact that the Lessee has no right to use it. The consequences of this fact for the Lessee can only be borne by the Lessee.

6.10. If the Lessee at the return of the Vehicle the will not fulfill his obligation to return the keys from the Vehicle (keys from the lock gear change, remote control with key from the Vehicle) and documents from Vehicle (registration certificate Vehicle, insurance document liability of the Vehicle, international car insurance, service vehicle book, a vehicle operation manual, car radio, etc.) or return them from the damages that make it impossible to use them in the future, the Lessee because of the restriction vehicle use must and shall pay Lessor damages in amount in accordance with Art. 8.3.15, or in accordance with Price list, and if the amount of compensation is not determine in this way, then at a cost really incurred by the Lessor.

6.11. If the Lessee does not fulfill his duty to clean up the Vehicle (Article 6.2.) and undamaged, he must and undertakes to pay to the Lessor the damage or expenses in the amount, corresponding to the actual costs of cleaning or repairing the Vehicle or in the amount according to the Price List, if this item in the Price List is available. And the actual costs are not exceed the amount in accordance with the Price List. AT Features are cases of burns, contamination, persistent pollution of the Vehicle interior and seats, further contamination or persistent pollution the exterior of the Vehicle. If the Lessee does not perform his duty, the Lessee bears responsibility for all Vehicle damages or exterior defects, which will be found on the car after washing; compensation or payment for such damage or defects must be immediately pay to the Lessor. The first sentence of this article applies relevant changes.

6.12. If the Lessee does not fulfill his duty to return the received equipment of the Vehicle, he must and is obliged to pay damages to the Lessor or costs corresponding to the cost of the new equipment that will be the same or comparable with the missing item or in accordance with Price list, and if the amount of compensation is not determine in this way, then at a cost really incurred by the Lessor. AT features it is a case of non-return spare wheel, first-aid kit, cable, hand jack, decorative wheels of wheels, about non-return signal triangle, key from the wheel nuts, from attachments of a protective nut of aluminum wheels, additional set of light bulbs, kit spare fuses and other Vehicle equipment.

6.13. If the Lessee does not fulfill its obligation Return the vehicle with a fully flooded vehicle tank or to such a level filled with a tank, which he received the Vehicle (paragraph 6.3.), the Lessee must and shall pay to the Lessor missing fuel in accordance with the Price List.

6.14 If there is any obligation breach from Lessee in connection with the Vehicle, and there will be no accurate return of the car correctly on time, the Lessor can draw up photo or video / audio protocol, namely about time and the return of the Vehicle, about conditions of the Vehicle upon return / selection, while washing the Vehicle and the Vehicle condition after washing and cleaning. The Lessee agrees with the composition of photos or records, including photographs or a record of himself and his speeches, and agrees to use such photographs in case of possible judicial or administrative proceedings.

## **7 Other rights and obligations of the Lessor**

7.1. The Lessor is entitled to require the Lessee the access to the Vehicle at any time for the purpose of checking the technical condition of the Vehicle and control, whether Lessee by means of a vehicle way, in accordance with the terms of the Contract and generally binding legal requirements. The Lessee undertakes to provide the Lessor an opportunity to control.

7.2. The Lessor undertakes to carry out current maintenance and repair of vehicles in the manner customary for the use of such Vehicles and, so that during the lease period it is in corresponding technical condition.

## **8. Other rights and obligations of the Lessee**

8.1. The Lessee must comply with the requirements of the law for driving a motor vehicle, in particular have a driving category license, giving the right to drive the Vehicle.

8.2. The Lessee has the right to use the Vehicle for the purpose specified in the Contract otherwise, due to the original Vehicle purpose.

8.3. The Lessee will:

8.3.1. Use the Vehicle only in accordance with the terms of the Contract and generally binding legal requirements.

8.3.2. Ensure that the Vehicle does not have any damage, there was no excessive wear, theft, loss, destruction or damage.

8.3.3. Follow the manufacturer's instructions related to the Vehicle usage, keep track of the quantity operating fluids that are paid by Lessor, i.e. petrol, coolant and brake liquid (the Lessor does not pay, eg liquid for windscreen washer, vehicle wash, minor repairs of the Vehicle, etc.), observe requirements for tire pressure, etc., further comply with the conditions and recommendations established the Lessor.

8.3.4. Use only types and types of fuel, oils, ointments, cooling and brake fluids prescribed by the Vehicle manufacturer or Lessor.

8.3.5. Regularly control the status and level of operational liquids no later than a run of every 1000 km,.

8.3.6. Deliver the Vehicle to the Lessor for the provision of periodic services, with a view to repair, care, warranty repair or service on-time inspection by the manufacturer Vehicle, authorized service center or designated by the Vehicle dashboard.

8.3.7. Provide the Lessor with regular service inspections of the Vehicle, service inspections within the timeframe established by the Vehicle manufacturer, authorized service center or designated instrument panel of the Vehicle.

8.3.8. Always activate transport security tools against theft, abuse, destruction or damage.

8.3.9. Always use all the protective equipment after parking the Vehicle, do not leave keys and documents in the Vehicle the panel car radio and any other valuable things that can increase the risk of penetration into the car of third parties and damage to the vehicle with the purpose of appropriating such valuable items from, always lock the vehicle.

8.3.10. Immediately inform the Lessor by phone with a follow-up with written confirmation about any damage to the tachometer or its inoperability (relative to km).

8.3.11. The Lessor must be informed about changes in the Lessee's identification data that are necessary part of the Contract in a written form in 3 (three) calendar days from the day of change. Especially we are talking about changing the name and surname, the name firm, legal form, legal address, place of business activity or place of residence, OGRN, TIN, changes in authorized representatives of the company, current phone numbers when communicating with the Lessor, postal address. When the Lessee is in breach of this obligation. responsibility for possible damage arising in The result of the Lessee's failure to fulfill this duties, and if the Lessor starts any litigation with use of incorrect information provided by the Lessee, then Such a process is considered to be properly conducted, and the Lessee cannot insist on their incorrectness.

8.3.12. For the purpose of verifying the authority of the Vehicle use is to have a contract with you or its copy.

8.3.13. The Lessee has no right to transfer sublease vehicle, even for a short term, to a third party except oa persons specially authorized by the Contract. The Lessee undertakes to pay to the Lessor a contractual penalty in the amount of 5 000 CZK in case if the rented vehicle was driven by a driver, not specified for this purpose in the Contract.

8.3.14. The Lessee is strictly prohibited to smoke inside the Vehicle, in case of violation of this prohibition Lessor has the right to demand payment of a fine in the amount of 2000 CZK in each case.

8.3.15. If transferred from the Vehicle documents will be lost, the Lessor is entitled to receive the payment of CZK 2,500. If one of the Vehicle keys transferred to the

Lessee, will be lost, the Lessor is entitled to payment of CZK 7,500. If GPS navigator will be lost, the Lessor has the right to receive a fee of 5,000 CZK.

8.3.16. The Lessee undertakes to return the Vehicle on a specified date and specified time. Return of the Vehicle by the Lessee later, the time specified in the contract will be considered as a significant breach of the Contract. If the Vehicle will not be returned at the agreed time, The Lessee undertakes to pay the rent for one day as a fine for untimely transfer of the Vehicle. If the transport the remedy does not return on the appointed day, but the moment return will come only the next day, the Lessee undertakes to pay to Lessor the following penalty in triple daily rental car, or else In addition to the fine specified in the previous proposal. If the vehicle returns later than the day after the end of the lease term car, the Lessee undertakes to pay a fine, coming into force from the beginning of working time The Lessor of this day, in the amount of 50% of the agreed daily rent for each subsequent hour delay in the return of the car, including hours are taken into account and in the non-working time of the Lessor, and right to a penalty in accordance with the previous proposals of this paragraph should not be affected. Obligations of payment of forfeit by the Lessee in accordance with this paragraph lasts until the date and the time of the actual return of the car.

8.4. The Lessee has no right to:

8.4.1. Sell, donate, steal Vehicle, pass it on bail third parties.

8.4.2. Drive the Vehicle after taking alcohol, drugs, drugs or other substances that may affect the perception and response, or to such person who is authorized to drive the Vehicle by the Contract.

8.4.3. Overload the Vehicle over permissible measure.

8.5. The Lessee must not do the following without the written consent preliminary received from the Lessor:

8.5.1. Use the Vehicle as a traction of any trailer.

8.5.2. Use the Vehicle for the sports, preparatory or test driving purpose. If the Lessee violates this obligation, the Lessor has the right to receive a fine from the Lessee in the amount of 15 000 CZK for each individual case violations.

8.5.3. Sell, lend, lease for use or otherwise transfer the Vehicle for disposal or driving of third parties.

8.5.4. Use the Vehicle outside The Czech Republic. If the Lessor agrees to use of the Vehicle outside the Czech Republic, the Vehicle may be used only in the country for which it was the Lessor's consent is granted; the Lessee must ask the Lessor for consent to the Vehicle use in each state in which he intends to use car, even if it is only very limited use of vehicles, for example, for a short transit through its territory. The Lessor is ready to negotiate with the Lessee for approval of the countries geographically in Europe and Turkey, with the exception of Belarus, Moldova, Russia and Ukraine; using Vehicle outside these territories In principle, the Lessor does not give consent.

8.5.5. Use on Vehicle Lessee's designation or any form of advertising (for example, Stickers).

8.5.6. Supplement the Vehicle with any non-standard equipment, otherwise change Vehicle.

8.5.7. Use the Vehicle for taxi activities or other business or entrepreneurship.

8.6. The Lessee can pass control only to the driver with valid driving license for appropriate group of vehicles, which specified in the Contract as another driver or transfer the management of its driver to the valid driving license for appropriate group of vehicles, which performs the labor duties of the Lessee in accordance

with the subject of his entrepreneurial activities. All formalities related to use of the Vehicle by a worker-the Lessee driver is an in-house the Lessee's case; for breach of contract or legislation by the tenant's employee, after all the Lessee bears full responsibility in this way, as if he himself was responsible for the violation.

## 9. Repair and maintenance of the vehicle

9.1. Expenses related to current repairs the Vehicle and its care (for excluding defects and damages to tires, damage to discs, washing, small care, additions liquid in the glass washer, etc., which are paid by the Lessee) is borne by the Lessor. In this way the Lessor in particular bears the cost of addition of operating fluids (for excluding fuel, which is in full size Orders the Lessee) except for the inspection in service, especially oil, brake fluid and cooling mixture. The Lessee agrees to allow repair, care and service inspection Vehicle and wait out the restrictions in use of the Vehicle in the volume, necessary for their conduct (Article 8.3.6 and Article 8.3.7).

9.2. Costs associated with the repair of the Vehicle when it is necessity to repair arise as a result of misuse because of the Lessee or the third person to whom the Lessee has provided access to the Vehicle was entrusted to him to drive the Vehicle or in disagreement with the usual method of use and / or violation of conditions Contract by the Lessee or a person to whom the Lessee entrusted the management of the Vehicle or provided access to the Vehicle, in full volume is borne by the Lessee. The Lessee is also fully responsible for damage that will arise as a result of such activities. The Contracting Parties agree that The need to replace the tire, which should be paid by the Lessee, at the expense of the Lessee. The second tire on the same axle is also replaced. During repair, the Lessee pays the rent in full volume.

9.3. The Lessee undertakes to be irresponsible by phone (with subsequent written confirmation, sent to the Lessor not later than the next working day) inform the Lessor about all the breakdowns that the Vehicle is in use and what kind of repairing is necessary. If this is not the Lessee's obligation the Lessee is responsible for this caused damage to the Lessor and loses the rights, which he had in case of impossibility or limited ability to use the Vehicle means, namely, to pay rent in full volume.

9.4. If the Lessor will allow the Lessee to conduct certain repair work with the Vehicle, the Lessee is obliged to follow the instructions In particular, the Lessor must provide a proper tax (accounting) document, drawn up in the name of the Lessor with the indicated registration number and brand and model vehicle.

9.5. In the event that the Lessee does not provide The Lessor regular service inspection of the Vehicle in terms, established by the Lessor, or in terms, installed by the vehicle manufacturer, authorized service center or appointed instrument panel of the Vehicle (Articles 8.3.6 and 8.3.7.) and will not bring the Vehicle to the place determined by the Lessor on regular service inspection or bring Vehicle over the established limit on more than 1,000 km, the Lessee must pay Lessor a fine of 50,000 CZK.

9.6. If the Vehicle is not suitable for use of the Lessee's fault, this fact does not affects the Lessee's obligations to pay rental fee. In addition, the Lessee is obliged to reimburse the damage caused to the Lessor, in particular, profit losses (especially as a result of inability rent a vehicle after expiration term of lease to third parties).

9.7. The Lessor does not bear any responsibility for the damage caused by the Lessee due to a breakdown Vehicle (loss of profit, payment residence, transfer from the place of breakage, etc.).

9.8. If one of the parties bears the costs that pay the other party, and these costs are not related to the rates specified in the price list or in the Agreement (including

The General Terms and Conditions), other party is obliged to reimburse the cost of the presentation of a document establishing their payment in amount and in accordance with this document.

## 10. Accident, damage, destruction and theft of the Vehicle

10.1. In case of any road accident, damage, destruction or theft of the Vehicle or parts thereof, injuries or death of persons, because of the accident (without taking into account the fact, whether the Lessee was the culprit or not) Lessee must:

10.1.1. Despite the size of the damage call the police without delay in the Czech Republic (or the police state), so that it investigates accident, damage, destruction or theft of the Vehicle and the investigation carried out and gives the Lessee a certificate of the results of the investigation. The Lessee agrees to this certificate irrevocably, but not later than the next day, The Lessor. In case of failure to fulfill the duty call the police in the Czech Republic (or the police of the state concerned) the insurance company will be presented to the Lessee.

10.1.2. Immediately (with the subsequent written confirmation sent to the Lessor not later than on the next working day) to inform the Lessor and provide him with all the necessary information, as well as the Lessee undertakes to comply with the instructions of the Lessor.

10.1.3. Apply all measures to ensure that the Lessor does not have there was an additional damage (eg, to protect a defective Vehicle from damage or theft, etc.).

10.1.4. Provide police of the Czech Republic (or police of the corresponding state), the Lessor, insurance company, which is insured the Vehicle, any help needed for the relevant investigation of the insured event (auto accident) and its liquidation.

10.2. The Lessee undertakes to pay to the Lessor all damage costs (and costs associated with damage) that arose at the Vehicle and its equipment during the lease, the damage incurred by the Lessor in theft of the Vehicle, equipment during the lease, the damage incurred by the Lessor or third parties in connection with the usage of the Vehicle funds during the lease, as well as all expenses Lessor, associated with the elimination of this damage (including lost profits during repairs Vehicles, damage caused by driving the Vehicle under the influence of alcohol, drugs or narcotic drugs). In cases when these expenses (compensation of damage) can be demanded from the insurance company, which is insured the Vehicle and insurance company will pay insurance amount, or when the payment of these costs (compensation of damage) can be demanded from the third person and this third person will pay them, the Lessee undertakes to pay only uncovered costs (eg, complicity, the amount of which is specified in the Contract, substantiated claims or deductions of the insurance company, towing the Vehicle to the place, determined by the Lessor, etc.). The Lessee undertakes to pay the difference between the insurance payment of insurance company and the actual costs for the Lessor.

10.3. The Lessee is particularly obliged to pay Lessor those items which the insurance company does not pays for, which is especially:

10.3.1. Complicity (for emergency insurance).

10.3.2. Expenses for the export or towing of the Vehicle for the legal address of the Lessor, up to the nearest repair center or to the insurance company, or the difference between paying insurance company and the price of repair abroad. Especially it is about the additional costs that may arise, which the insurance amount will not cover over the assistant services of the insurance company, other assistant services, provided to the Vehicle.

10.3.3. Transportation costs - the way to the Vehicle, for the purpose of obtaining it, to the legal address of the Lessor, to the repair center, to the insurance company, etc.

10.3.4. Lost profits during the Vehicle repairs.

10.4. In case of the Vehicle theft, the Lessee undertakes to pay a rent until the moment of theft (notifying the Czech police or the police of the state), according to the number of days and daily lump sum for appropriate period for which the Vehicle was leased, as well as paying for entire volume of petrol in a tank.

10.5. Damage, in which the Lessee will not provide a certificate from the police of the Czech Republic (or police the relevant state) will be considered as a damage, caused by the Lessee. The Lessee undertakes to make a full payment of this damage and expenses, connected with its liquidation.

## 11. Vehicle Insurance

11.1. Vehicle for the lease period is insured as follows:

11.1.1. Emergency insurance and insurance against theft and damage in the geographical area of Europe and Turkey (with the exception of Belarus, Moldova, Russia and Ukraine) - in case of Vehicle damage or destruction, equipment as a result accident, natural disaster, vandalism, in the case of theft of the Vehicle and Conventional Equipment Means of transport. The insurance is concluded with participation, 10%, nevertheless, at least for the amount of 10.000 CZK and included in the rental price. Despite the previous proposal of this provisions that in the event of damage to the Vehicle, the cost of repairing the damage will be lower than the Lessee's minimum franchise. The Lessee is obligated to pay only the actual costs for the repair of a vehicle (damage), established by the Lessor. If the Contract the Lessee's franchise for damages insurance at 0%, the Lessee agrees to pay a rental allowance in the amount, specified in the price-list for each day due to rental price. Insurance does not cover luggage, personal belongings and transported persons. Insurance also do not apply to loss of navigation, keys from cars, documents on the car and all the others other vehicle equipment (eg. spare tire, first aid kit, operation, service book, fire extinguisher, cable, manual jack, emergency stop sign, nut a key to the bolts from the wheels, a set of spare bulbs and set of spare electric fuses) and damage car interior. Insurance in features does not apply to cases where The Lessee without the consent of the Lessor has transferred use of the vehicle or management A vehicle to another person (clause 8.5.3.), Managed A vehicle after taking alcohol, narcotic drugs, drugs and / or other substances, which can affect the perception or reaction, and / or to such person has transferred the Vehicle in management (paragraph 8.4.2.) or without the consent of the Lessor Used the Vehicle not on the territory Of the Czech Republic (paragraph 8.5.4.). Insurance does not extend to damage arising from a cause non-observance in technical conditions and instructions for operation of the vehicle manufacturer, Contracts, these General Terms and Conditions of Lease Vehicle or insurance conditions.

11.1.2. Insurance of liability for damage, caused by the usage of the Vehicle, in amounting of 50 million CZK. Possible excess of these amounts must be paid by the Lessee.

11.1.3. The remaining insurance amounts in the case of need to pay the Lessee.

11.2. All the rules within this article No. 11 of the General Terms and Conditions (in particular, rules, determining the size of the Lessee's franchise) are separately used for each insured case.

## 12. Rent, charges

12.1. Rent during the lease term of the party The contracts were established in Czech crowns, taking into

account the law of the established VAT or in a foreign currency (EUR / USD), the amount of rent is specified in the Contract. If the specific amount of the rent fee is not written in the Contract, the Lessee must and undertakes to pay a rent in accordance with the price list of the Lessor, valid per day the beginning of the lease.

12.2. The lessee undertakes to pay rent, established in the contract, as appropriate and during.

12.3. The Lessee is not obliged to pay rent for period during which he could not use Vehicle due to its unfitness or needs to be repaired, unless inability to use the Vehicle was caused by the Lessee or by persons to whom the Lessee granted access to drive the Vehicle or they are entrusted with the usage of the Vehicle. If the Lessee is irresponsible and impossible the use the Vehicle, the Lessor must be reported in writing form no later than the next working day, the Lessee is obliged to pay rental fee remains unchanged until the day (inclusive), when the Lessor will receive a written notice.

12.4. The rent is paid by the Lessee to the Lessor in cash or by cashless way does not after the expiration of the lease means if a lease duration is more than 1 month, Lessor has the right to demand payment of a rent once in month (usually after a calendar month).

12.5. If the Lessee on the basis of the previous pays the rental fee on the basis of an invoice (tax document) issued by the Lessor (hereinafter referred to as the account - the rent must be paid in within 10 (ten) days from the date of issue of the invoice (or the payment date specified on the invoice). Score- The invoice must be transferred or handed over to the Lessee at the address of the Lessee specified in the Contract. When in the case of doubt, it will be the invoice was the Lessee received on the third day after its dispatch (under the day of dispatch in these cases is understood the next day after the issuance of the invoice). The Lessee undertakes to each payment identified by the variable character specified on the invoice. Payment without specifying a variable character with an invalid or incomplete variable symbol, i.e. payment, which is to identify It is impossible, will be considered unpaid with all of the this resultant consequences.

12.6. Rent includes emergency and compulsory insurance of the Vehicle (in the amount of Article 11 these OTUs), road tax, usage tax radio and mark for driving along the highways of the Czech Republic.

12.7. The rent in particular does not include costs associated with the purchase of petrol, liquids in windshield wipers, repair costs of defects and damage to tires, costs for cleaning the transport means and minor repairs.

12.8. The Lessee undertakes to accept the Vehicle and to pay the Lessor a deposit in the amount, established by the Contract (hereinafter - the deposit). The Parties have agreed that the deposit will not be interest is accrued. The Lessee agrees that The deposit can be leased (credited) as payment for any paid or still pores of unpaid debentures Lessee in front of the Lessor, in particular percent of arrears, contractual penalties, compensation for damage, underpayments on rent, etc. The deposit or the balance of the deposit will be returned to the Lessee after the return of the Vehicle by the Lessor, but not earlier than cleaning and washing of the Vehicle will be carried out, in case if the Vehicle returns dirty.

12.9. By signing the Contract, the Lessee agrees to be charged the rental fee including the price for insurance, the price for the missing fuel, the amounts used from the fuel card, the compensation for any damage to the vehicle, the coinsurance in case of damage to the vehicle or parking costs or any other fees or costs associated to the rental of the vehicle, to the debit of the payment/credit card indicated in the Contract, without previous notice

## 13. Penalties

13.1. In case of delay in the Lessee's rental payment or part thereof, fees, other obligations Lessee, arising from the Contract and / or these General Terms and Conditions (hereinafter – Financial) the Lessee must pay to the Lessor a fine of 0.4% per day of the amount debt, starting from the day after the expiry of the term payment and up to the day of actual payment.

13.2. In case of Lessee's delay with payment of any financial liability for more than 30 (thirty) calendar days, from the next day after the expiry of the of this term at the Lessor in relation to the Lessee there is a right to pay a fine of 12% of the amount of debt, min. - 3 000 CZK, for violation obligations of the Obligor to fulfill its obligations in the appropriate manner and on time. The right to receive fine in accordance with the previous sentence occurs to the Lessor again every the next 30 (thirty) calendar days of delay. The Lessee must pay this penalty within three (3) calendar days from the day when the Lessor has the right to it. This does not affect The Lessor's right to a fine in accordance with previous paragraph 13.1.

13.3. In case of any violation of the provisions of the Contract on the part of the Lessee, for which the Contract and / or The General Terms and Conditions of use do not specify the amount of the penalty, the Lessor has the right to demand the Lessee to pay a fine of 10,000, - CZK per every violation.

13.4. Presentation of the right to pay interest with delinquency and / or penalties to the Lessor and / or payment interest on arrears and / or contractual penalties the Lessee does not release the Lessee from obligations to pay debt financial obligation to the Lessor than not to The Lessor's right to claim payment is affected damage, the Lessor has the right to demand and compensation for damages exceeding the size of contractual penalty. The Lessee undertakes to pay contractual penalty without taking into account the size of the fault. Circumstances that exclude liability for violation of the Lessee's obligation does not affect obligation to pay contractual penalties.

13.5. The Lessor without taking into account other destinations has the right to debit the Lessee's payments to the first turn on the payment of Lessor's rights to pay interest on arrears, process costs, payment fines, compensation for damages and then - as payment individual debt obligations by their order of priority. payment. the Lessee was informed of the order of priority and agree with it. Priority of payment of contractual fines is as specified in these The General Terms and Conditions.

13.6. Fines applied to the Lessee for traffic and parking offences committed with the rented vehicle, damages caused by loss of documents, keys or vehicle tools, including costs, which had to be incurred in order to rectify such damages, shall be always born by the Lessee, disregarding the agreed insurance coverage. The Lessee shall be charged with any fine or other sanction, as well as any other amounts the Lessor will be forced to pay as the operator of the rented vehicle for offences or other misdemeanours during the valid period of the Contract regarding the respective vehicle (herein referred to as Sanction), whereas the Lessor is entitled to request a fine amounting to 550 CZK as a fee for needed administrative tasks (also known as administrative fee).

13.7. The Lessee is obliged to undertake all possible action in order to without delay free the Lessor from any obligation or responsibility to settle the Sanction. For this purpose, the Lessor is entitled to charge the Sanction together with the administrative fee to the debit/credit card of the Lessee and is further entitled to immediately deduct the amount corresponding to the Sanction and administrative fee from such debit/credit card. The obligation of the Lessor to issue a corresponding document is not affected herewith.

#### 14. Shipping Delivery

14.1. The Lessee / Obligations will send to Lessor correspondence on his legal address. The Lessor will send correspondence Lessee/ Receiver of the obligation to the address, specified in the Contract, or to another address which to him / her, the Lessee in writing.

14.2. If correspondence to the Lessee / The recipient of the obligation will be sent by registered by letter, on the day of receipt it is understood:

14.2.1. The third day after the dispatch of correspondence, unless otherwise proven.

14.2.2. Day of cancellation by the Lessee / Host obligations to receive correspondence.

14.2.3. The last day of keeping correspondence mail in case the Lessee will not receive correspondence in spite of received notice from the post office. This condition Indeed, and in the event that the Lessee did not know about storage correspondence at the post office.

14.2.4. The day the Lessor was informed The fact that correspondence to the Lessee/ The recipient of the obligation could not be served by for the reason that he does not happen at the address specified by him As the mailing address for the delivery of correspondence, in resulting in the above reason correspondence was returned.

#### 15. Settlement of disputes. Arbitration clause

15.1. Parties agree that all property disputes between them, arising in connection with this Contract must be finally solved by arbitration in accordance with Law No. 216/1994 Coll., On arbitration and enforcement of arbitration decisions ("ZŘŘ "). In accordance with Article 19 paragraph 1 and 4 ZŘŘ the parties agreed on the management process and on following basic rules of arbitration: 1) the dispute will be settled by one arbitrator appointed in accordance with the provisions of § 7, paragraph 1, ZŘŘ Secretary Association of Arbitration at Vinohradska 89, 120 00 Praha 2, identification number 26639971 (further "Association"), from the list of arbitrators appointed Association, 2) the arbitration should be initiated and comes into effect on the day when the application was delivered to the Association, 3) The proceedings will be settled by the arbitrator without conducting a hearing based on documentary evidence submitted by the parties during the period specified by the arbitrator, 4) Payment of the Arbitration proceedings is calculated in accordance with directive by the Association of Expenditures and is 3% of the the amount claimed, but not less than 6000,- Czech CZK, for an additional fee for express discussion and the resolution of the case within 40 calendar days is 2% of the cost of the dispute, but not less than 3.000,- CZK, 5) Problems of the arbitrator, permission and the award must be delivered to the participants in the proceedings, an alternate solution is not is excluded, 6) delivery is carried out by legal face to the address registered in the relevant register of an individual at the address specified in the contract. If an individual wishes delivery to this address as another contract price, then only decision of the arbitrator, 7) If the addressee does not take measures to receipt of the document within 10 days from the date when the document was ready for receipt, then for the day of delivery the last day of this period is considered, and even if the addressee did not know about its availability, 8) For the day of delivery the day when the sender was informed that the delivery of the document failed due to the fact that the addressee was not present at the address for the delivery of documents, and therefore the document was returned by mail to the sender; 9) The arbitrator may delegate administrative and economic moments within the arbitration association or other third party, and in this case the parties agree non-disclosure of information, 10) management issues, not affected by this paragraph should be resolved with using the Arbitrator.

15.2. Before the signature of the Contract the Lessor, the Lessee and a Host declare that, they are familiar with the Negotiating Rules and The Directive on the costs of arbitration and consider them an indivisible component of this arbitration clause.

15.3. Lessor, Lessee and Receiver the obligations hereby are verified by the arbitrator judge to resolve the dispute in accordance with the principles of justice.

#### 16. Protection of personal data

16.1. The Lessee's signature of this Contract is agree that the Lessor has the right to process all information given and data which the Lessee is obliged to provide according to the Contract (hereinafter - personal data) in the extent of name, surname, title, citizenship, domicile (street, house number, ZIP code, city) or another delivery address (PO Box, ZIP code), language, telephone number to work, home of cellular phone and email address or fax number. The Lessee gives the Lessor his/her permission to hold and use his/her personal information and may revoke such permission in writing. The Lessee gives permission to be contacted with business offers and services by the Lessor as well as for purposes of promotion events and market surveys, providing that the Lessee: a) the information is provided voluntarily and only for an extent of time until the Lessee applies his/her right to withdraw permission, b) may request access to this information.

16.2. In order to eliminate any doubt, it is agreed that a Lessee who is not a natural person, by signing of the Agreement explicitly agrees to the collection and use of information, by the Lessor, regarding the business name, company ID No. or similar ID, seat (PO box, ZIP code), language, telephone number, e-mail, fax number, contact person and his/her telephone number including cellular phone. By signing the Agreement, the Lessee also confirms the above information regarding the Agreement to be true and obliges himself/herself to inform the Lessor of any changes. In order to certify the solvency of the Lessee, his personal data can be processed and through third parties (handlers, which the Lessor has believed in the performance of any their legal and contractual duties, application and management of the Lessee debt obligations.

16.3. The Lessee's consent in accordance with this item No. 16 in accordance with how it is applied, also refers to documentation or protocols made by the Lessor in accordance to the article 6.14 of these General Terms and Conditions.

#### 17. Acceptance of obligations

17.1. The Lessor is entitled cancel, change or modify General Terms and Conditions at any time. Legal relations between The Lessor and the Lessee are always regulated by General Terms and Conditions starting from the moment of signing the Contract.

17.2. Relevant parts of the Contract and / or the General Terms and Conditions are valid until full settlement rights and obligations between the Lessor and the Lessee.

17.3. In case, if any article of these General Terms and Conditions and / or the Contract becomes valid, not effective or unfeasible, this will not affect the action, effectiveness and feasibility of the remaining articles of the Contract and the General Terms and Conditions.

17.4. By signing the Contract, the Lessee confirms, that he has read the text of these General Terms and Conditions, and considers them to be clear, understandable and expresses their consent to the fact that these General Terms and Conditions become an integral part of the Contract. Also, takes into account that these General Terms and Conditions are mandatory for the regulation of relations between the Lessor and the Lessee due to the paragraph 1751 of the Civil Code in accordance to the Contract, if the Contract does not contain various measures for the deviations.

#### 18. Entry into force

18.1. These General Terms and Conditions enter into force from 24.4.2018. Contractual relations, arising before the entry into force of these General Terms and Conditions, remain in force and are guided by the current General Terms and Conditions.

18.2. The current version of these General Terms and Conditions is in the Lessor's office and in each Vehicle of the Lessor.