

1. Introductory Provisions

1.1. The Lessor – Glacies Eternelles s.r.o., ID No.: 279 90 249, with its registered office at Prague 5, Švédská 1010/15, Postal Code 150 00, registered in the Commercial Register at the Municipal Court in Prague under File No. C131809.

1.2. Lessee – the person named in the vehicle rental contract concluded with the Lessor.

1.3. These Terms and Conditions regulate the relations between the Lessor and the Lessee of the Vehicle, arising based on the concluded contract for the lease of a means of transport (hereinafter referred to as the "Contract").

1.4. These Terms and Conditions are binding on the Lessor and the Lessee and form an integral part of the Contract.

1.5. The provisions of the Terms and Conditions may be amended or excluded in the Contract.

1.6. These Terms and Conditions shall apply at all times unless otherwise provided in the Contract. In the event of a conflict between Czech and another language in the Contract, the Czech Terms and Conditions shall prevail.

1.7. In addition to the Commercial Terms and Conditions, the Lessor's price list setting out the prices of fillings, parts, operations, and replacements (hereinafter referred to as the "Price List") is part of the Contract. The Price List shall prevail over these Terms and Conditions in the event of a conflict. A table of the Lessor's insurance rates and deductibles describing the terms and conditions in the event of damage to the Vehicle ("Schedule of Rates") as outlined in Section 11 shall also be part of the Agreement.

2. Governing law and legal regime

2.1. The contractual relations between the parties shall be governed by the laws of the Czech Republic.

2.2. The mutual obligations of the Parties shall be governed in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

3. Subject of the lease

3.1. The Lessor undertakes to transfer the Vehicle specified in the Contract to the Lessee for temporary use under the conditions set out in the Contract. The Lessee agrees to pay the Lessor the consideration, called "Rent".

3.2. During the term of the Contract, the Lessee shall not acquire any ownership rights in the Vehicle.

4. Rental period

4.1. The rental period of the Vehicle is always specified in the Contract. The possibility of extending the rental period is subject to a written agreement of both parties.

4.2. The Lessor may immediately terminate the Contract and remove the Vehicle from the Lessee in case of:

4.2.1. the Lessee uses the Vehicle in violation of the Contract or the law, thereby causing damage to the Lessor.

4.2.2. the Lessee fails to fulfill his obligations under the Contract, in particular if he is more than 24 hours in arrears with payment.

4.2.3. There is a risk of damage to the Vehicle caused by the Lessee.

4.2.4. The vehicle has been or threatens to be exported outside the Czech Republic without consent.

4.2.5. The Lessee's residence or registered office/place of business is relocated outside the Czech Republic.

4.2.6. insolvency, administrative, execution, or similar proceedings are initiated against the Lessee's property.

4.2.7. The Lessee has provided false information when concluding the Agreement.

4.2.8. The Lessee fails to notify the Lessor of a traffic accident or other damaging event.

4.2.9. The Lessee makes modifications to the Vehicle without the Lessor's consent.

4.2.10. the Lessee fails to notify in writing of any damage to or malfunction of the speedometer of the Vehicle.

4.2.11. The vehicle becomes subject to a lien, pledge or other third party right in rem or contract.

4.3. The Lessor's written notice of immediate termination must be delivered to the Lessee and shall take effect on the date of delivery. The notice may also be delivered by text message (SMS), e-mail or other means of communication that allows the content of the message to be captured and preserved.

4.4. The right to use the Vehicle shall cease upon expiry of the period agreed in the Contract, termination or withdrawal, destruction or theft of the Vehicle. The mutual rights and obligations remain valid although the rental relationship has ended and certain provisions of the Contract may survive.

4.5. The Lease may also be terminated by agreement of both parties.

4.6. If the Lessee returns the Vehicle early, the Lessee remains obliged to pay the Rent for the original agreed rental period, unless the parties agree otherwise.

4.7. The type of lease (short-term or long-term) is specified in the Agreement and normally, a short-term lease is up to 1 calendar month, and a long-term lease is from 1 calendar month unless otherwise agreed by the parties.

5. Rights and Obligations of the Parties upon handover of the Vehicle to the Lessee

5.1. The Lessor must hand over to the Lessee the Vehicle in proper technical condition, capable of operation, and equipped with appropriate accessories following the applicable regulations. The handover shall take place at the time and place specified in the Contract and shall include the documents necessary for the operation of the Vehicle, such as the operating and maintenance manual, the ORV, and proof of statutory insurance. The Vehicle is not equipped with an exemption for parking in designated zones.

5.2. The "Handover Protocol" (the "Protocol") serves as evidence of the transfer of the Vehicle from the Lessor to the Lessee. Any apparent defects or damage to the Vehicle and any comments on the condition of the Vehicle must be raised by the Lessee on receipt of the Vehicle and recorded in the Protocol. Defects and damage not recorded in the Protocol shall be deemed to have been caused by the Lessee unless the Lessee proves otherwise.

5.3. If the Lessee fails to take delivery of the Vehicle at the agreed time of hire, the Lessor shall have the right to terminate the Contract immediately and to provide the Vehicle to another person. In such case, the Lessee must compensate the Lessor for the damage incurred, including lost profit in the amount of the agreed daily Rental until the Lessor leases the Vehicle to a third party, but no longer than until the end of the originally agreed rental period.

6. Rights and Obligations of the Parties when the Lessee returns the Vehicle

6.1. The Lessee shall return the Vehicle to the Lessor including the keys, accessories and equipment in the agreed manner, place and at the latest at the time specified in the Contract. If the place of return of the Vehicle is not explicitly specified, the Lessee shall return the Vehicle to the Lessor's premises. Unless otherwise agreed, the Lessee should return the Vehicle during the Lessor's business hours as specified in the Contract. If the Lessee plans to return the Vehicle after business hours or bring it back after business hours, the Lessee must notify the Lessor. In this case, the Vehicle will not be considered returned and the actual return will only occur upon personal delivery to the Lessor.

6.2. The Lessee must return the Vehicle to the Lessor with a completely washed and undamaged interior, preserving its condition on receipt, taking into account normal wear and tear (see Article 6.11).

6.3. If the Lessee has taken delivery of the Vehicle with a full tank of fuel, the Lessee must return the Vehicle with a full tank of fuel or in the same condition as when it was taken delivery (see clause 6.13). Refueling that is missing at the end of the Hire will be charged according to the current Price List. If the Vehicle is returned with a higher quantity of PHM in the tank than when it was taken over, the cost of the excess PHM shall be the responsibility of the Lessee and the Lessee shall not be entitled to any refund of the cost of PHM in excess of the required quantity.

6.4. The Lessee must physically hand over the vehicle to an employee of the Lessor. The handover of the Vehicle should be confirmed in writing (usually on a Log Sheet).

6.5. If the Lessee is not able to hand over the Vehicle in person, the Lessor's employee is entitled to check the condition of the Vehicle, documents, accessories, and equipment in the presence of another employee of the Lessor or another third party who will confirm the condition of the Vehicle by signing the Protocol. If the Lessee does not fulfill the obligation of personal handover, the decisive moment for the return of the Vehicle shall be the date and hour of physical receipt by the Lessor, as indicated in the Protocol.

6.6. If the Lessee returns the Vehicle late, the Lessee undertakes to pay a contractual penalty to the Lessor.

6.7. If the Lessee does not return the Vehicle within 3 (three) calendar days from the time specified in the Contract and a written report of the Police of the Czech Republic on a traffic accident, damage, destruction or theft of the Vehicle, or written information on the detention of the Vehicle (see Art. 6.8.), confirming that the Vehicle cannot be returned to the Lessor for such reasons, the Lessee shall pay the Lessor the costs associated with the tracing, detention, seizure of the Vehicle and its transport back to the Lessor's place of business, etc. The Lessee further agrees to pay the Contractual Penalty. If the Lessor does not recover the Vehicle within 3 (three) calendar days from the time specified in the Contract or a written report of the Police of the Czech Republic on the accident, damage, destruction, or theft of the Vehicle or written information on the detention of the Vehicle is not submitted, the Lessee shall pay the Lessor compensation for damages in the amount of the purchase price of the Vehicle. Such compensation shall be payable on the day following the expiry of five (5) calendar days from the time specified in the Contract for the return of the Vehicle.

6.8. In the event of theft, detention or seizure of the Vehicle, the Lessee shall immediately inform the Lessor by telephone (with subsequent written confirmation). Furthermore, the Lessee shall take all measures to release the Vehicle and pay the Lessor the agreed Rent. The Lessee shall be liable for any damage arising in connection with such theft, detention or seizure.

6.9. If the Lessee fails to return the keys and documents to the Vehicle or returns them damaged, the Lessee shall pay the Lessor damages according to the Price List, including the cost of procuring new keys and/or documents.

6.10. If the Lessee fails to return the Vehicle in a clean and undamaged condition, the Lessee shall be liable for the cost of cleaning or repairing the Vehicle by Clause 6.11.

6.11. The Lessee undertakes to return the Vehicle washed, clean (see Article 6.2), and undamaged. If the Lessee fails to comply with this obligation, the Lessee agrees to pay damages or costs in an amount equal to the actual cost of cleaning or repairing the Vehicle, or the fee according to the Price List, if included. This obligation includes cases of burning, soiling, permanent contamination of the interior of the Vehicle and its seats, as well as soiling or permanent contamination of the exterior of the Vehicle. If defects and damage to the exterior of the Vehicle are found after the Vehicle has been washed, the Lessee shall be liable for damages or charges for such defects and damage.

6.12. If the Lessee does not return the accepted equipment of the Vehicle, the Lessee agrees to pay damages or costs corresponding to the value of the newly acquired piece of equipment, which will be identical or

comparable to the missing item, or the fee according to the Price List, if included. Examples include non-return of spare wheels (spare), first aid kit, rope, hand jack, decorative wheel covers, warning triangle, wheel nut (bolt) wrenches, safety bolt extensions, and other Vehicle equipment.

6.13. If the Lessee fails to return the Vehicle with a fully filled tank of fuel or with the condition of the fuel tank in which the Lessee took delivery of the Vehicle (Article 6.3), the Lessee agrees to pay for the missing fuel according to the Price List.

6.14. In the event of a breach of the Lessee's obligations in connection with the return of the Vehicle, such as incorrect or late return, the Lessor shall be entitled to take photo documentation or video/audio recording. The Lessee consents to the taking of such documentation or recording and to its use in any legal or administrative proceedings.

7. Other rights and obligations of the Lessor.

7.1. The Lessor may at any time require the Lessee to have access to the Vehicle to inspect the technical condition and proper use of the Vehicle by the terms of the Agreement and applicable law. The Lessee is obliged to allow the Lessor such inspection.

7.2. The Lessor shall be responsible for the routine maintenance and repairs of the Vehicle carried out in the usual manner in the operation of such vehicles to ensure that the vehicle is in proper working order throughout the period of the lease.

8. Other rights and obligations of the Lessee

8.1. The Lessee is obliged to comply with all legal conditions for driving a motor vehicle, including holding a valid driving license of the relevant group which entitles him to drive the vehicle.

8.2. The Lessee shall have the right to use the Vehicle by the purpose set out in the Contract and generally for its usual purpose.

8.3. The Lessee shall have the following obligations:

8.3.1. To use the Vehicle only by the terms of the Contract and applicable law.

8.3.2. To ensure that the Vehicle is not damaged, excessively worn, stolen, lost, destroyed, or damaged.

8.3.3. Comply with the Vehicle manufacturer's instructions regarding the operation, number of operating fluids (oil, coolant, brake fluid), tire inflation, and other recommendations of the Lessor.

8.3.4. Use only the types and kinds of fuel, oil, lubricants, coolant, and brake fluid prescribed by the Vehicle manufacturer or the Lessor. In the event of using other than the prescribed fillings, the Lessee shall reimburse the Lessor for all repair and cleaning costs, including replacement of damaged components, and in addition, pay the contractual penalty.

8.3.5. The Lessee is obliged to check the condition of the operating fluids in the Vehicle regularly, at the latest every 1500 km.

8.3.6. He is also obliged to deliver the Vehicle to the Lessor for regular servicing, maintenance, repair, warranty repair, or service inspection, including mandatory recurrent technical inspections and emission measurements. These tasks must be carried out within the time limits set by law, the Vehicle manufacturer, an authorized repairer, or indicated by the Vehicle's dashboard.

8.3.7. The Lessee shall also arrange for periodic servicing of the Vehicle by the Lessor, which shall take place at the times specified by the Vehicle manufacturer, authorized repairer, or indicated by the Vehicle dashboard.

8.3.8. The security of the Vehicle must be ensured against theft, misuse, destruction, or damage.

8.3.9. The Lessee shall always use all security devices with which the Vehicle is equipped, leave keys and documents,

the car radio panel, or other movable items freely and visibly placed in the Vehicle, and lock the Vehicle after the Vehicle is parked.

8.3.10. The Lessee must immediately report to the Lessor by telephone any damage to the speedometer or its malfunctioning, with subsequent written confirmation.

8.3.11. In the event of the loss of the Vehicle documents, keys, or GPS device handed over to the Lessee there are charges to be paid by the Lessee to the Lessor.

8.3.12. The Lessee must carry the Contract or a copy of it to check the lawful use of the Vehicle.

8.3.13. The Lessee may not sublet or otherwise use the Vehicle to a third party, except to persons expressly authorized under the Contract. The Lessee shall be obliged to pay a contractual penalty to the Lessor for any breach of this provision.

8.3.14. Smoking (including electronic cigarettes or other devices) is prohibited in the Vehicle, and a contractual penalty shall be imposed for breach of this prohibition.

8.3.15. In the event of the loss of the Vehicle documents, keys or GPS equipment handed over, there are charges to be paid by the Lessee to the Lessor.

8.3.16. The Lessee must return the Vehicle on the agreed date and time. There are penalties for late return of the Vehicle.

8.3.17. Any changes to the place or time of return of the Vehicle must be notified to the Lessor at least 24 hours before the termination of the Rental Agreement.

8.4. The Lessee shall not be entitled to:

8.4.1. sell, give, alienate, mortgage, or charge the Vehicle with the claims of third parties.

8.4.2. drive the Vehicle after having consumed alcohol, narcotics, drugs, or other substances affecting perception or responsiveness.

8.4.3. Overload the Vehicle beyond the permissible limit to all parameters specified for the Vehicle.

8.5 The Lessee has no right to:

8.5.1. use the Vehicle to tow trailers.

8.5.2. use the Vehicle for sport, training, instruction, or testing without the prior written consent of the Lessor.

8.5.3 To rent or make the Vehicle available to third parties.

8.5.4. use the Vehicle outside the Czech Republic without the prior written consent of the Lessor.

8.5.5. to use the Lessee's signage or any form of advertising on the Vehicle.

8.5.6. add extra equipment to the Vehicle or modify the Vehicle.

8.5.7. Use the Vehicle for taxi or other gainful employment.

8.6. The Lessee may only entrust the driving of the Vehicle to a driver with a valid driving license of the relevant group, who is listed in the Contract as an additional driver, or to its employee - a driver with a valid driving license of the relevant group, who carries out activities for the Lessee by the scope of its business.

9. Vehicle repairs and maintenance

9.1. The Lessor shall bear the costs of routine repairs and maintenance of the Vehicle, except for punctures and damage to tires, damage to wheels, washing, minor maintenance, refilling of windscreen washer fluid, etc., which shall be borne by the Lessee. This primarily includes the cost of topping up operating fluids outside of regular service checks such as oil, brake fluid, and coolant. The Lessee shall allow repairs, maintenance, and service inspections of the Vehicle to be carried out and shall

tolerate restrictions on the use of the Vehicle if they are necessary to carry them out (Articles 8.3.6 and 8.3.7).

9.2. Costs associated with repairs to the Vehicle which are not caused by normal wear and tear or maintenance of the Vehicle, or which are caused by improper or careless use of the Vehicle by the Lessee or a third party, shall be borne in full by the Lessee. The Lessee shall also be fully liable for any damage resulting from such activity. If a tire needs to be replaced at the E's expense, a second tire on the same axle will also be replaced at the Lessor's expense. The Lessee shall pay the Lessor the full amount of the Rent during the period of repair.

9.3. The Lessee must notify the Lessor without undue delay of any defects (malfunctions) that appear on the Vehicle during use and require repair. Such notification must be made by telephone followed by written confirmation sent to the Lessor no later than the next working day. If the Lessee fails to comply with this obligation, the Lessee shall be liable for damages caused to the Lessor and shall forfeit any claims for reduction of the Rent due to the impossibility or limitation of the use of the Vehicle.

9.4. If the Lessor instructs the Lessee to arrange for certain repairs to the Vehicle, the Lessee must follow the Lessor's instructions. In particular, he/she shall ensure that a proper tax (accounting) document is issued to the Lessor indicating the Vehicle's registration number/plate number.

9.5. If the Lessee fails to comply with the dates of periodic service inspections of the Vehicle or repeated technical inspections and/or emission measurements, the Lessee shall pay a contractual penalty.

9.6. If the Vehicle is temporarily unfit for use for reasons attributable to the Lessee, this shall not be a reason for a reduction in the Rent. The Lessee must compensate the Lessor for any damage caused thereby, including loss of profit, in particular as a result of the inability to rent the Vehicle to other persons after the end of the rental period.

9.7. The Lessor shall not be liable for any losses suffered by the Lessee in connection with a defect (breakdown) of the Vehicle, including lost profits, costs of overnight stays, travel from the place of breakdown, etc.

9.8. If one of the contracting parties pays the costs that should have been borne by the other party and if the price is not specified in the price list or in the contract, the other party is obliged to reimburse these costs upon presentation of a document proving their payment.

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

10.1. In the event of any traffic accident, damage, destruction, or theft of the Vehicle or any part thereof, injury or death to persons resulting from a damage event, whether or not caused by the Lessee, the following obligations shall be imposed on the Lessee:

10.1.1. The Lessee shall immediately summon the Police of the Czech Republic (or the police authority of the relevant state) to investigate the accident, damage, destruction, or theft of the Vehicle. The Lessee must obtain a certificate of investigation from the police and deliver such certificate to the Lessor without delay, but no later than the next business day. Failure to comply with this obligation shall exclude insurance under clause 11.

10.1.2. The Lessee is also obliged to inform the Lessor immediately by telephone (with subsequent written confirmation delivered no later than the next working day) and to provide the Lessor with all necessary information. Furthermore, the Lessee must follow the Lessor's instructions.

10.1.3. The Lessee must take all measures to prevent further damage to the Lessor, for example, to secure the unroadworthy Vehicle from further damage or theft.

10.1.4. The Lessee must provide full cooperation to the Police of the Czech Republic (or the police authority of the relevant state), the Lessor, and the insurance company with which the Vehicle is insured for proper investigation

of the damage event (traffic accident) and its subsequent liquidation.

10.2. The Lessee shall reimburse the Lessor for all damages (and costs related to damages) incurred to the Vehicle, its accessories, or equipment during the period of rental. In addition, he/she shall pay for damages caused by theft of the Vehicle, accessories, or equipment during the rental period, damages incurred by the Lessor or third parties in connection with the operation of the Vehicle during the rental period, as well as all costs of the Lessor related to the liquidation of such damages (including lost profits during the repair of the Vehicle, in the case of damages caused by driving the Vehicle under the influence of alcohol, drugs or medicines). If the Lessee has insurance (Article 11), the Lessee is not obliged to pay part of the damages covered by the insurance.

10.3. The Lessee must pay for items not covered by the insurance. These include, but are not limited to:

10.3.1. Participation amount – deductible according to the agreed Tariff (Article 11).

10.3.2. the cost of removal or towing of the Vehicle to the Lessor's premises, the nearest repairer, or insurance company.

10.3.3. transport costs - travel with, behind, and for the Vehicle to the Lessor's headquarters, repair shop, insurance company, etc.

10.3.4. Lost profits for the duration of the repair of the Vehicle.

10.4. In case of theft of the Vehicle, the Lessee shall pay the rent until the time of theft (reporting to the Police of the Czech Republic or the police authority of the relevant state) calculated as the product of the number of days and the daily flat rate aligned with the period for which the Vehicle was rented. In addition, the cost of fuel for the entire volume of the tank must also be paid.

10.5. Damages for which the Lessee fails to provide a certificate from the Police of the Czech Republic (or the police authority of the relevant state) shall be deemed to be caused by the Lessee. The Lessee shall be obliged to pay for such damages and the costs associated with their liquidation in full.

11. Vehicle Insurance

11.1. Damage to the Vehicle during the rental period is covered by collision, theft, and damage insurance. The extent of this insurance depends on the Insurance Tariff agreed by the Lessee in the Contract and paid for. The insurance tariffs are described in the Tariff Schedule, which contains the maximum amounts of the Lessee's deductible in the event of a claim. These tariffs are different for short-term rentals (BASIC, SILVER, and GOLD) and long-term rentals.

For short-term rentals, the BASIC Tariff is included in the Rental Price. SILVER or GOLD tariffs must be expressly agreed in the Contract and are subject to a surcharge over the Rental Fee, as set out in the Price List, for each day of the Vehicle rental period. The validity of SILVER or GOLD insurance is subject to the proper and timely payment of the surcharge at the time of conclusion of the Contract and compliance with the conditions relating to the timely payment of the Rental Fee.

11.1.1. The insurance covers only damages arising in the territory of the Czech Republic or in the states where the Lessor is entitled to use the Vehicle by the Contract. The insurance according to the SILVER or GOLD Tariffs is valid only upon timely and full payment of the surcharge upon conclusion of the Contract and timely and proper payment of the Rental Fee.

11.2. The insurance according to Article 11.1 does not apply to luggage, personal belongings, persons being transported, navigation, keys to the Vehicle, technical certificate of the Vehicle, GPS equipment, and other accessories and equipment of the Vehicle. It also does not cover damage to the interior of the Vehicle and the fuel system of the Vehicle.

11.2.1. The insurance (none of the Tariffs) does not cover situations where the Lessee:

- Has transferred the use of the Vehicle or driving to another person without the Lessor's consent,
- has driven the Vehicle under the influence of alcohol, drugs, narcotics, or other substances affecting perception or reactions,
- used the Vehicle outside the territory of the Czech Republic without the Lessor's consent.

11.2.2. The insurance also does not cover damage caused by failure to comply with the technical conditions and operating instructions of the Vehicle manufacturer, the Agreement, these General Terms and Conditions of Vehicle Rental or the insurance conditions. Furthermore, it does not cover damages in the cases described in Article 6.7 and Article 6.8, nor does it cover damages where the Lessee has failed to comply with the obligation to summon the Police and to hand over a certificate of investigation of the damage.

11.2.3. Theft of the Vehicle is not covered by the insurance if the keys to the Vehicle and/or its documents are also stolen.

11.2.4. The insurance does not cover loss or damage to those parts of the Vehicle not expressly included in the Schedule of Rates. In cases where the insurance does not apply, the Lessee shall be liable to pay the full amount of the damages incurred. The Lessee's obligation to pay fines and other penalties is not affected by this insurance.

11.3. The Lessor has arranged liability insurance for damage caused by the operation of the Vehicle in the amount of 50 mil. CZK. The Lessee is obliged to pay any excess of this amount.

11.4. Other insurance, if necessary, shall be paid by the Lessee. This means that if damage or a situation arises that is not covered by the Lessor's insurance (for example, damage to the Lessee's belongings or if the Lessee is liable for damages over the agreed insurance amount), the Lessee shall bear these costs.

11.5 All rules under Article 11 of the General Terms and Conditions, in particular the rules determining the amount of the Lessor's deductible, shall apply separately for each claim. The amounts of the Lessee's maximum deductible set out in the Schedule of Rates shall always relate to the individual claim or damage to the Vehicle or part of the Vehicle. For each claim or damage to the Vehicle, the amount of damage, including the amount of the Lessee's deductible, will be assessed separately.

All insurance described in Article 11 shall apply only for the duration of the Lease. Claims arising after the end of the Lease are not covered by these insurances.

12. Rent and fees

12.1. The rent for the lease period is agreed by the Parties in Czech Crowns (CZK) including the statutory VAT rate or in the foreign currency EUR/USD and its specific amount is specified in the Agreement. If the specific Rent is not specified in the Contract, the Lessee is obliged and undertakes to pay the Rent according to the Lessor's Price List valid on the date of commencement of the Lease.

12.2. The Lessee agrees to pay the Rent set out in the Contract in due and timely manner.

12.3. The Lessee shall not be obliged to pay the Rent for the period during which the Lessee was unable to use the Vehicle due to the Vehicle's incapacity or the need for repair unless the inability to use the Vehicle was caused by the Lessee or persons to whom the Lessee gave access to the Vehicle or entrusted the driving of the Vehicle. However, if the Lessee fails to notify the Lessor in writing of the inability to use the Vehicle without undue delay, but not later than the next business day, the Lessee's obligation to pay Rent shall continue until (and including) the date on which such written notice is received by the Lessor.

12.4. Rent shall be paid by the Lessee to the Lessor in cash or non-cash on the 1st (first) day of the lease of the Vehicle. For a lease longer than 1 month, the Lessor is entitled to require payment of the Rent once a month (usually in advance on the 1st day of the relevant calendar month).

12.5. If the Lessee pays the Rent based on a tax invoice issued by the Lessor (hereinafter referred to as the "Invoice"), the Rent must be paid no later than 10 (ten) days from the date of the invoice (or by the due date specified on the invoice). The invoice must be delivered to the Lessee or delivered to the address of the Lessee specified in the Agreement. In case of doubt, the invoice shall be deemed to have been delivered to the Lessee on the third day after it was sent (in such cases the day after the invoice was issued shall be deemed to be the day of dispatch). The Lessee shall identify each payment by the variable symbol indicated on the invoice. A payment without a variable symbol, with an incorrect or incomplete variable symbol, i.e. an unidentifiable payment, shall be deemed to be unpaid with all the resulting consequences.

12.6. The Rental Fee includes compulsory insurance of the Vehicle and insurance in the BASIC Tariff (in the case of short-term rental) or insurance in the Long-Term Rental Tariff (in the case of long-term rental) (within the scope of Article 11 of these GTC), road tax, radio fee, and Czech toll stamp.

12.7. The rental fee does not include in particular the costs associated with the purchase of fuel, windscreen washer fluids, the costs of repairing punctures and damage to tires, damage to wheels, the cost of parking the vehicle, the cost of washing the vehicle, and minor maintenance.

12.8. The Lessee is obliged to provide the Lessor with a security deposit upon taking delivery of the Vehicle in the form of depositing a sum of money with the Lessor in the amount specified in the Agreement (hereinafter referred to as the "Security Deposit"). The Parties agree that the Security Deposit shall not bear interest. The Lessee expressly agrees that the Security Deposit may be used (set off) by the Lessor for the payment of any due and unpaid claims of the Lessor against the Lessee, in particular default interest, contractual penalties, damages, arrears of Rent, fees due according to the Price List, etc. The Deposit or the balance of the Deposit shall be returned to the Lessee after the Vehicle has been returned to the Lessor, but not before the Vehicle has been cleaned and washed if the Vehicle has been returned dirty.

12.9. By signing the Contract, the Lessee agrees to charge the Rental Fee including the cost of insurance cover, the cost of unrefuelled fuel, fuel card charges, reimbursement for any damage to the Vehicle, any excess for damage to the Vehicle and/or any other charges associated with the hire, towing, and parking of the Vehicle to the related administrative costs debited to the debit/credit card specified in the Contract, without prior notice.

It is important that the Lessee carefully monitor invoices, fee information, and any notices from the Lessor regarding said costs and fees. Failure to pay such charges when due may result in additional penalties and consequences as described in the Agreement and the General Terms and Conditions.

13. Sanctions

13.1. In the event of default by the Lessee in payment of the Rent or part thereof, fees, as well as other obligations of the Lessee arising from the Agreement and/or these General Terms and Conditions (hereinafter referred to as "financial obligation"), the Lessee is obliged and undertakes to pay to the Lessor a contractual penalty of 20% of the amount due if the debt is not paid in full between 10. and the 20th day after the sending of the notice; a further 30% if the debt is not paid in full between the 21st and the 30th day; and a further 50% if the debt exceeds 30 days.

13.2. For making a demand for payment of the outstanding Rent or any other amount due under the Contract, the Lessor shall be entitled to demand from the Lessee the payment of an amount of CZK 1,000.00 (including VAT) as a lump sum compensation for the acts related to the administrative handling of the matter. Up to 3 (three) reminders for every 30 calendar days.

13.3. In the event of any breach of the Agreement by the Lessee for which a specific contractual penalty is not expressly agreed in the Agreement and/or these General

Terms and Conditions, the Lessor shall be entitled to require the Lessee to pay a contractual penalty of CZK 10,000.- (VAT included) for each breach.

13.4. The application of default interest and/or contractual penalties by the Lessor and/or the payment of default interest and/or contractual penalties by the Lessee shall not release the Lessee from the obligation to pay the financial obligation owed to the Lessor and shall not affect the Lessor's right to claim damages and the Lessor shall be entitled to claim damages over the contractual penalty. The Lessee is obliged to pay the contractual penalties regardless of fault. Circumstances precluding liability for breach of duty by the Lessee shall not affect the obligation to pay contractual penalties.

13.5. Notwithstanding any other determination by the Lessee, the Lessor shall be entitled to charge the Lessee's payments first to any claims of the Lessor for default interest, costs of proceedings, contractual penalties, damages and then to individual claims (principal) in the order of their due date. For such cases, the Lessee understands and agrees to this procedure. The order in which the contractual penalties are charged shall be in the order in which the Lessor is entitled to the individual contractual penalties.

13.6. Fines imposed on the Lessor for traffic and parking violations committed with the rented vehicle, damages caused by the loss of documents, keys, or tools to the vehicle, damages caused by fuel substitution, damages to the wheels of the vehicle, so-called consequential damages, including the costs incurred to repair such damages, are always the responsibility of the Lessor regardless of the agreed insurance coverage. The Lessee shall also always be liable for any fine or other penalty, as well as any other amounts which the Lessor, as the operator of the leased vehicle, shall be required to pay in connection with any offense or other administrative offense committed during the term of the Contract concerning the leased vehicle (hereinafter referred to as "Penalties"), in the event of such an obligation to pay a fine or other amounts on the part of the Lessor, the Lessor shall be entitled to demand from the Lessee the payment of an amount of CZK 550,- (including VAT) as a lump sum compensation for the actions related to the administrative handling of the matter.

13.7. The Lessee shall do everything possible to immediately release the Lessor from any obligation or liability to pay the Penalty. To this end, the Landlord shall be entitled to debit the Penalty together with the administration fee to the payment/credit card of the Tenant specified in the Agreement and shall further be entitled to charge the relevant amount corresponding to the Penalty and the administration fee to such payment card of the Tenant specified in the Agreement without delay. The obligation of the Lessor to send the relevant tax receipt to the Lessee shall not be affected thereby.

14. Delivery

14.1. The Lessee shall send documents to the Lessor at the address of the Lessor's registered office. The Lessor shall send documents to the Lessee at the address specified in the Agreement or at any other address communicated to it in writing by the Lessee. All documents may also be served on both parties by email, to the email address set out in the Contract or otherwise notified to the other party or publicly available, or by data mail, unless the nature of the documents precludes it, whether by their nature or by the provisions of law or the Contract.

14.2. Where documents are sent to the Lessee by registered post, the date of delivery shall be deemed to be the date of service:

14.2.1. The third day after the date of posting, unless otherwise proved.

14.2.2. the date of the Lessee's refusal to accept delivery.

14.2.3. the last day of the deposit period if the Lessee fails to collect the parcel despite notification by the Post Office, even if the Lessee has not been notified of the deposit.

14.2.4. The day on which the Landlord is notified that the Tenant has failed to deliver the parcel because the Tenant

is not present at his address for service of documents (and for that reason the parcel has been returned by post).

15. Dispute Resolution - Consumer

15.1 If the Lessee is a consumer and a dispute arises between the Lessor and the Lessee in connection with the Contract which cannot be resolved by agreement, the Lessee may submit a proposal for out-of-court resolution of such dispute to the entity designated for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection, ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, website: adr.coi.cz.

16. Personal data protection

16.1. By signing the Contract, the Lessee agrees that the Lessor is entitled to process all information and data voluntarily provided by the Lessee in connection with the Contract to the extent of information about the Lessee's name, surname, title, nationality, residence (street, house number, postcode, location), or other delivery address (post office box, post office box postcode), communication language, work telephone number, home telephone number, mobile telephone number, e-mail address and fax number. The Tenant provides consent to the processing of personal data to the Landlord with the understanding that the Tenant is entitled to withdraw such consent in writing. The Tenant grants consent for, inter alia, the purposes of offering business and services by the Landlord, including the conduct of promotional activities and market research, provided that the Tenant: a) provides the data voluntarily and only for a while until he exercises his right to withdraw this consent, b) can request access to the data. The Lessor retains the right to resort to third parties, including lawyers, to resolve any dispute arising out of this Agreement.

16.2. For the avoidance of any doubt, it is agreed that the Lessee, who is not a natural person, by signing the text of the Agreement, expressly consents to the Lessor processing data about him/her within the scope of information about his/her business name or name, registration number or similar identification, registered office (street, house number, postcode, location) or other delivery address (post office box, post office box postcode), communication language, telephone, e-mail address, fax number, contact person and his/her telephone number, including mobile phone number. By signing the Contract, the Lessee confirms the truthfulness of all the above information concerning him/her, as it appears from the text of the Contract, and agrees to notify the Lessor without undue delay of any change to correct it.

16.3 The Lessee's consent under Article 16 shall, to the extent applicable, also apply to the documentation and/or recording made by the Lessor under paragraph 6.14 of these General Terms and Conditions.

16.4 The Lessor shall have the right to use the services of a third party, including lawyers, to resolve any legal or extrajudicial dispute arising out of this Agreement and to pass information about the Lessee to a third party in connection therewith.

17. Final Arrangements

17.1. The Lessor reserves the right to cancel, amend, or modify the General Terms and Conditions at any time. The legal relations between the Lessor and the Lessee shall always be governed by the General Terms and Conditions in force at the time of the conclusion of the Agreement.

17.2. The amounts of all fees and contractual penalties are stated in these General Terms and Conditions exclusive of value-added tax (VAT). Contractual penalties are not subject to VAT by the legislation. In the case of fees that are subject to VAT, VAT will be added at the rate determined by the applicable and effective legislation.

17.3. The relevant parts of the Contract and/or the General Terms and Conditions shall remain in force until the rights and obligations between the Lessor and the Lessee have been fully settled.

17.4. If any provision of these General Terms and Conditions and/or the Contract becomes invalid, ineffective, or unenforceable, the validity, effectiveness, and enforceability of the remaining provisions of the

Contract and these General Terms and Conditions shall not be affected.

17.5. By signing the Contract, the Lessee confirms that it has read the text of these General Terms and Conditions, considers them clear, understandable, and certain, expresses its consent to these General Terms and Conditions becoming an integral part of the Contract, and acknowledges that these General Terms and Conditions are binding by the provisions of Section 1751 of the Civil Code for the regulation of the relations between the Lessor and the Lessee under the Contract unless the Contract contains derogating provisions.

18. Validity and Effectiveness

18.1. These General Terms and Conditions shall come into force and effect on 01.02.2024. Contractual relations established before the entry into force of these General Terms and Conditions shall remain in force and shall be governed by the terms and conditions in force at the time of their establishment.

18.2. The valid version of these General Terms and Conditions is available at the Lessor's registered office and business premises, as well as on the Lessor's website www.carlove.cz.

Insurance tariff overview

Short-term rental

Long-term rental

	BASIC (participation)		SILVER (participation)		GOLD (participation)		Participation Damage / Theft
	Damage	Theft	Damage	Theft	Damage	Theft	
Economy	Up to 1200 €	Up to 3000 €	0 €	Up to 3000 €	0 €	0 €	10 %, min. 450 €
Standard	Up to 1500 €	Up to 4000 €	0 €	Up to 4000 €	0 €	0 €	10 %, min. 450 €
Comfort	Up to 1800 €	Up to 4000 €	0 €	Up to 4000 €	0 €	0 €	10 %, min. 450 €
Business	Up to 2500 €	Up to 5000 €	0 €	Up to 5000 €	0 €	0 €	10 %, min. 450 €
VAN	Up to 3000 €	Up to 6000 €	0 €	Up to 6000 €	0 €	0 €	10 %, min. 450 €
Lux	Up to 7500 €	Up to 15000 €	0 €	Up to 15000 €	0 €	0 €	10 %, min. 450 €
Car body	X		✓		✓		X
Glasses	X		✓		✓		X
Tires	X		X		✓		X
Rims	X		X		✓		X
Theft	X		X		✓		X
Interior	X		X		X		X
Fuel system	X		X		X		X

Price list for refills, parts, operations, and repairs
(indicative damage price list):

Point	Description	Fine incl. VAT
8.3.4.	use of the wrong type of fuel	800 €
8.3.6., 9.5.	failure to bring the vehicle in for servicing	2.000 €
8.3.13.	handing over the vehicle to a third party not named in the Contract	200 €
8.3.14.	smoking in the vehicle	200 €
8.3.15.	loss or destruction:	
	a) car documents	200 €
	b) car key	600 €
	c) GPS	200 €
8.5.2.	sporting or training use of the vehicle	600 €
6.7.	The vehicle has not been returned to the Lessor within 3 days from the time in the Contract	2000 €

				Up to 1 cm	1-3 cm	3+ cm
Exterior	Car body	Scratch	Surface damage (polishable)	0, - max 2 pcs per part	140 €	200 €
			Deep damage (non-polishable)	100 €	200 €	Ind.*
		Crack/Dent	In hem or surface	100 €	200 €	Ind.*
Plastic parts	Bumper	Scratch	Surface damage (polishable)	0, - max 2 pcs per part	140 €	200 €
			Deep damage (non-polishable)	100 €	200 €	Ind.*
		Crack/Dent		Ind.*	Ind.*	Ind.*
	Other parts	Scratch	Surface damage (polishable)	0, - max 2 pcs per part	100 €	160 €
			Deep damage (non-polishable)	100 €	200 €	Ind.*
		Crack/Dent		Ind.*	Ind.*	Ind.*
Wheels	Rims		Surface damage	0, - max 1 pcs per part	80 €	200 €
			Deep damage	100 €	200 €	400 €
	Tires		Repairable	120 €		
			Unrepairable	Ind.*	Ind.*	Ind.*
	Plastic parts		Damage	0, - max 2 pcs per part	40 €	100 €
			Loss		120 €	
Glass parts			Scratch/Damage	200 €	400 €	Ind.*

*- individually up to the amount of liability according to the Insurance Tariffs, but a minimum €400

Other parts		Individually
Interior		Individually