

**The original version of the General Terms and Conditions is in the Czech language. The other language versions are for reference only.**

### 1. Introductory Provisions

1.1. The Lessor means the Company 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. C 131809

1.2. The Lessee means the person so designated in the vehicle rental agreement concluded with the Lessor.

1.3. These General Terms and Conditions regulate the relations between the Lessor and the Lessee of the Vehicle, arising on the basis of the concluded vehicle rental agreement (hereinafter referred to as the "Agreement").

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

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

1.6. These General Terms and Conditions shall always apply unless the Contract or any other written agreement between the Parties provides otherwise. In the event that these General Terms and Conditions are also an integral part of the Contract in a language other than Czech, the text of the General Terms and Conditions in Czech shall prevail and any other language versions shall have only a translation meaning.

1.7. In addition to the General Terms and Conditions of Business, the Lessor's price list, which sets the prices of fillings, parts, operations, and replacements for the purposes of the Contract, is also part of the Contract and has been made known to the Lessee and by signing the Contract the Lessee agrees to it (hereinafter referred to as the "Price List"). The prices for individual items in the Price List may be determined differently by the agreement of the Parties in individual cases. If specific amounts for the same items are set differently in these General Terms and Conditions and in the Price List, the Price List shall prevail; the Contract or the express agreement of the Parties shall prevail over the Price List. Also annexed to and forming an integral part of the General Terms and Conditions, and therefore part of the Contract is a table with an overview of the Renter's insurance tariffs or deductibles, which sets out three tiers of short-term rental tariffs and a long-term rental tariff for each class of the vehicle offered by the Lessor, including different conditions for the Renter's deductible in the event of damage to the Vehicle (hereinafter referred to as the "Tariff Overview"), as further described in Article 11.

### 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 obligation relationship 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 by the Contract to transfer to the Lessee the Vehicle specified in the Contract for temporary use under the terms and conditions set out in the Contract and the Lessee undertakes to pay the Lessor the consideration (hereinafter referred to as the "Rent").

3.2. During the term of the Agreement, the Lessee shall not acquire any ownership rights to the Vehicle.

### 4. Duration of the lease

4.1. The specific rental period of the Vehicle is always specified in the Contract. The rental period of the Vehicle may be extended by written agreement of the Parties.

4.2. The Lessor shall be entitled to terminate the Contract with immediate effect and remove the Vehicle from the Lessee if any of the following occurs:

4.2.1. the Lessee uses the Vehicle in violation of the Contract or generally binding legal regulations or in a manner that causes damage to the Lessor or threatens the Lessor with significant damage.

4.2.2. the Lessee fails to fulfill any of its obligations under the Contract, in particular, if it is in default of its obligations to the Lessor by more than 5 (five) calendar days.

4.2.3. the Vehicle has been or threatens to be damaged through the fault of the Lessee.

4.2.4. the Vehicle has been or threatens to be exported outside the territory of the Czech Republic in violation of the terms and conditions set forth in the Agreement.

4.2.5. the Hirer's residence or place of business is relocated, even temporarily, outside the Czech Republic.

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

4.2.7. the Lessee has provided false or incomplete information to the Lessor when concluding the Agreement.

4.2.8. the Lessee fails to notify the Police of the Czech Republic (or the Police Authority of the relevant state) and the Lessor of a traffic accident, damage, destruction, or theft of the Vehicle or other facts resulting in damage to the Vehicle or to the property or health of third parties.

4.2.9. the Lessee has made modifications and replacements of parts or aggregates of the Vehicle without the Lessor's consent.

4.2.10. the Lessee has failed to notify the Lessor in writing of any damage to or malfunction of the Vehicle's speedometer.

4.2.11. the Vehicle becomes subject to a lien, pledge, or any other third party right in rem or contract.

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

4.4. The right to use the Vehicle shall expire upon expiry of the period for which the Contract was agreed upon, upon termination or withdrawal, destruction of the Vehicle, or theft thereof. This does not, however, extinguish the mutual rights and obligations of the Parties existing until the date of termination of the Contract, nor the provisions of the Contract, which by their nature are to survive the termination of the lease relationship, in particular the Lessor's right to Rent, compensation for damages, contractual penalties, etc.

4.5. The lease relationship may also be terminated by the agreement of the Parties.

4.6. If the Lessee returns the vehicle early, his obligation to pay the Rent for the original agreed rental period is not affected unless the Parties agree otherwise.

4.7. The type of lease – long-term lease or short-term lease – shall be specified in the Contract and normally, a short-term lease is a lease up to 1 calendar month, a long-term lease is a lease from 1 calendar month unless the Parties agree otherwise.

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

5.1. The Lessor is obliged to hand over the Vehicle to the Lessee in proper technical condition, fit for operation and equipped with accessories complying with the applicable regulations, at the time and place specified in the Contract, including the documents necessary for the operation of the Vehicle – operating and maintenance manual, ORV and proof of statutory insurance. The Vehicle is not equipped with an exemption for parking in designated zones.

5.2. The document of the handover of the Vehicle by the Lessor and the acceptance of the Vehicle by the Lessee is

the "Handover Protocol" (hereinafter also referred to as the "Protocol"). Any apparent defects, damage to the Vehicle, and comments concerning the condition of the Vehicle handed over must be submitted by the Lessee no later than upon acceptance of the Vehicle and must be recorded in the Protocol. Defects and damage to the Vehicle not recorded in the Protocol shall be deemed to be caused by the Lessee unless the Lessee proves otherwise.

5.3. If the Lessee does not take over the Vehicle at the agreed time of the beginning of the lease, the Lessor has the right to terminate the Contract with immediate effect and to give the Vehicle to another person for use. In such case, the Lessee shall be obliged to compensate the Lessor for the damage caused thereby, in particular the lost profit in the amount of the agreed daily Rental Fee for the period during which the Lessor failed to lease the Vehicle to a third party, but no longer than until the end of the agreed lease period.

### 6. Rights and obligations of the Parties upon return of the Vehicle by the Lessee

6.1. The Lessee shall return the Vehicle to the Lessor, including the keys to the Vehicle, the received documents for the Vehicle and the received accessories and equipment of the Vehicle, no later than at the time, place and in the manner specified in the Contract. Unless the place of return of the Vehicle is expressly specified, the Lessee shall return the Vehicle to the Lessor's premises. Unless otherwise expressly agreed, the Lessee shall return the Vehicle during the Lessor's business hours specified in the Contract. If the Lessee notifies the Lessor of its intention to return the Vehicle after the Lessor's business hours and/or if the Lessee brings the Vehicle for return after the end of the Lessor's business hours and leaves the Vehicle in the vicinity of the Lessor's premises, the Vehicle shall not be deemed to have been returned and the return of the Vehicle shall only take place upon its personal handover to the Lessor during the Lessor's business hours, but not earlier than the following day.

6.2. The Lessee shall return the Vehicle to the Lessor with a completely washed and undamaged interior and in the condition in which the Lessee took delivery of the Vehicle, taking into account normal wear and tear (see clause 6.11).

6.3. Převzal-li Nájemce Vozidlo s plně natankovanou nádrží PHM, je povinen Vozidlo vrátit také s plně natankovanou nádrží PHM, jinak s takovým stavem nádrže PHM, v jakém Vozidlo převzal (viz. čl. 6.13.). Za dotankování pohonných hmot, chybějících na konci nájmu, se účtuje cena dle aktuálního Ceníku. Bude-li Vozidlo vráceno Pronajímateli s vyšším stavem PHM v nádrži, než jak bylo převzato, jdou náklady na přebytek PHM k tíži Nájemce a Nájemce nemá právo na proplacení ceny PHM převyšujících stav nádrže, s jakým byl Nájemce povinen Vozidlo Pronajímateli na konci nájmu vrátit.

6.4. The vehicle must be taken over from the Lessee by an employee designated by the Lessor. The Lessee shall be obliged to physically hand over the Vehicle to the Lessor and have the handover of the Vehicle confirmed in writing (usually on the Protocol).

6.5. If the Lessee fails to physically hand over the Vehicle to the Lessor in person, the Lessor's designated employee shall be entitled to ascertain the condition of the returned/retained Vehicle, documents, accessories and equipment of the Vehicle in the presence of another employee of the Lessor and/or in the presence of any other third party who shall confirm the condition of the Vehicle by signing the Protocol together with the designated employee. In the event that the Lessee fails to physically hand over the Vehicle to the Lessor in person, the date and time of physical receipt of the Vehicle by the Lessor, as stated in the Protocol, shall be deemed to be the decisive moment of the return of the Vehicle to the Lessor.

6.6. If the Lessee returns the Vehicle to the Lessor late, the Lessee undertakes to pay the Lessor a contractual penalty in the amount specified in Article 8.3.16.

6.7. If the Lessee does not return the Vehicle to the Lessor within 15 (fifteen) calendar days from the time specified in the Contract, and the Lessor does not have a written report from the Lessee from the Police of the

Czech Republic (or the police authority of the relevant state) about a traffic accident, damage, destruction or theft of the Vehicle, or written information from the Lessee that the Vehicle is detained (see Article 6.8.), the Lessee is obliged and undertakes to pay the Lessor the costs associated with the search, detention, seizure of the Vehicle, or its transport to the Lessor's place of business, etc. If the Lessor has not recovered the Vehicle within 30 (thirty) calendar days from the time specified in the Contract for the return of the Vehicle and the Lessee has not submitted to the Lessor a written report of the Police of the Czech Republic (resp. The Lessee shall be obliged and undertakes to pay the Lessor compensation for damages in the amount of the purchase price of the Vehicle. Damages shall be due and payable on the day following the expiration of thirty (30) calendar days after the time specified in the Agreement for the return of the Vehicle.

6.8. If the Vehicle is taken away, detained or confiscated from the Lessee, the Lessee shall immediately inform the Lessor of this fact by telephone (with subsequent written confirmation) and the Lessee shall take all measures necessary to "release" the Vehicle and shall pay the agreed Rent duly at all times. In this case, the Rental Period shall not expire until the Vehicle is handed back to the Lessor. In this case, the Lessee shall be obliged to pay the Lessor for, among other things, any damages incurred in connection therewith.

6.9. In the event of the Lessee's default in returning the Vehicle to the Lessor at the specified time and place, the Lessee understands that the Lessor will report the failure to return the Vehicle to the Police of the Czech Republic (or to the police authority of the relevant state) on the grounds that the Lessee is using it illegally.

6.10. If the Lessee fails to fulfil his/her obligation to return the Vehicle keys (shift lock keys, remote control with the Vehicle key) and the Vehicle documentation (Vehicle registration certificate, Vehicle liability insurance document, international automobile insurance card, Vehicle service book, Vehicle operating manual, radio operating manual, etc.) or returns them with damage preventing their further proper use, the Lessee shall be obliged and undertakes to pay to the Lessor damages in the amount according to Article 8.3.15 or the Price List, as the case may be, and if the amount of damages cannot be determined in this way, then in the amount of the costs incurred by the Lessor for the re-acquisition of the keys and/or documents in question.

6.11. If the Lessee fails to return the Vehicle washed, clean (Article 6.2.) and undamaged, the Lessee shall be obliged and undertakes to pay the Lessor damages or costs in the amount corresponding to the actual costs incurred for cleaning or repairing the Vehicle, or the fee according to the Price List, if the Price List includes such item and the actual costs do not exceed the amount of the fee according to the Price List. This includes in particular cases of burning, soiling, permanent soiling of the interior of the Vehicle and its seats, as well as soiling or permanent soiling of the exterior of the Vehicle. In the event of the Lessee's failure to return the Vehicle clean, the Lessee shall be liable for all damages and defects to the exterior of the Vehicle which are found on the Vehicle after it has been washed; the Lessee shall immediately pay the compensation for such damages and defects to the Lessor; the first sentence of this paragraph shall apply mutatis mutandis.

6.12. If the Lessee fails to fulfill its obligation to return the accepted equipment of the Vehicle, it shall be obliged and undertakes to pay the Lessor 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 a fee according to the Price List, if the Price List includes the item in question and the actual costs do not exceed the amount of the fee according to the Price List. This applies, for example, to cases of non-return of a spare wheel (spare), first aid kit, rope, hand jack, decorative wheel cover, for non-return of a warning triangle, wheel nut (bolt) wrench, safety bolt extender al. wheels, spare light bulb set, spare electrical fuse set and other equipment of the Vehicle.

6.13. If the Lessee does not fulfil its obligation to return the Vehicle with a fully filled tank of fuel or with the state of the fuel tank in which the Lessee took delivery of the Vehicle (Article 6.3), the Lessee shall be obliged and undertakes to pay the Lessor for the missing fuel

according to the Price List.

6.14. If there is any breach of the Lessee's obligations in connection with the return of the Vehicle, i.e. if the return of the Vehicle does not take place properly and on time, the Lessor is entitled to take photo documentation or video/audio recording, in particular of the time and process of the return of the Vehicle, the condition of the Vehicle when returned/taken away from the Lessee, the process of washing the Vehicle and the condition of the Vehicle after washing and cleaning. The Hirer consents to the taking of photographic documentation and/or recording, including photographic documentation and/or recording of his/her person and speeches, and also consents to the use of such photographic documentation and/or recording in any legal or administrative proceedings.

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

7.1. The Lessor shall be entitled at any time to require the Lessee to access the Vehicle in order to inspect the technical condition of the Vehicle and to check whether the Lessee is using the Vehicle in a proper manner in accordance with the terms of the Contract and generally binding legal regulations. The Lessee is obliged to allow the Lessor such inspection.

7.2. The Lessor shall be obliged to carry out routine maintenance and repairs of the Vehicle in the manner customary in the operation of such Vehicles so that the Vehicle is in proper technical condition during the period of the lease.

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

8.1. The Hirer must meet the legal conditions for driving a motor vehicle, in particular have a valid driving licence of the relevant group entitling him to drive the Vehicle.

8.2. The Lessee is entitled to use the Vehicle for the purpose specified in the Contract, otherwise for the use for which the Vehicle is normally used.

8.3. The Hirer shall:

8.3.1. use the Vehicle only in accordance with the terms of the Contract and generally binding legal regulations.

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

8.3.3. to comply with the Vehicle manufacturer's instructions regarding the operation of the Vehicle, to comply with the amount of operating fluids paid for by the Lessor - i.e. oil, coolant and brake fluid (the Lessor does not pay for, for example, windscreen washer fluid, washing of the Vehicle and minor maintenance of the Vehicle, etc.), to comply with tire inflation, etc., and to comply with the conditions and recommendations set out by 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 Rental Company. In the event that the Lessee uses other than the prescribed types and kinds of fuels, oils, lubricants, coolants or brake fluids, the Lessee shall reimburse the Lessor for all costs incurred for the repair and cleaning of the fuel system and the necessary replacement of deteriorated components, including the replacement of the DPF, as well as the costs of cleaning, repairing and replacing components in other systems of the Vehicle in which other than the prescribed types of fillings have been used. In case the Lessee uses other than the prescribed types and types of fuel or other fillings, the Lessee shall furthermore, in addition to the reimbursement of costs under the previous sentence, be obliged to pay the Lessor a contractual penalty of CZK 20,000.

8.3.5. to check the condition of the operating fluids regularly, at the latest every 1000 km.

8.3.6. to deliver the Vehicle to the Lessor for regular servicing, maintenance, repair, warranty repair or service inspection, or mandatory repeated technical inspection and emission measurement, within the time limits specified by the legislation, the Vehicle manufacturer, an authorised service centre or indicated by the Vehicle's dashboard.

8.3.7. Arrange for the Lessor to provide the Vehicle with periodic maintenance, service inspections, at the times specified by the Vehicle manufacturer, authorised repairer or indicated by the Vehicle dashboard.

8.3.8. Secure the Vehicle at all times against theft, misuse, destruction or damage.

8.3.9. to always use all security devices fitted to the Vehicle after the Vehicle has been parked, not to leave keys and documents for the Vehicle, the car radio panel, or other movable items freely and visibly placed in the Vehicle that could increase the risk of third parties forcibly entering the Vehicle and damaging the Vehicle with the intention of stealing such movable items from the Vehicle, and to always lock the Vehicle.

8.3.10. to report to the Lessor without delay by telephone followed by written confirmation any damage to the speedometer or its malfunction (in relation to the odometer).

8.3.11. to notify the Lessor in writing of any change in his/her identification and contact details, which are an essential part of the Contract, no later than within 3 (three) calendar days from the effective date of such change. This shall include, in particular, a change of name or business name, legal form, registered office, place of business or residence, VAT number, change of persons acting, change of current telephone numbers for communication with the Lessor and address for delivery. In the event of failure to comply with this obligation, the Lessee shall be liable for any damage caused by the Lessee's failure to comply with this obligation and if the Lessor takes any legal action using the Lessee's outdated data, such action shall be deemed to have been duly taken and the Lessee shall not be able to claim its invalidity/invalidity.

8.3.12. For the purpose of checking the lawfulness of the use of the Vehicle, to have the Contract or a copy thereof in his possession. 8.3.13. The Hirer may not sublet or otherwise use the Vehicle, even for a short period, to any third party, except to persons expressly authorised to do so under the Contract. The Lessee is obliged to pay the Lessor a contractual penalty in the amount of CZK 5,000, - (including VAT) if the leased Vehicle was driven by a driver other than the driver authorized to do so under the Contract, for each individual case of violation.

8.3.14. There is a strict prohibition of smoking in the Vehicle, in case of violation of this prohibition (sensory-smelling detection of violation of the prohibition of smoking upon return or temporary return of the Vehicle is sufficient) the Lessor has the right to demand a contractual penalty of CZK 5,000 (including VAT), in case of repeated violation of the prohibition of smoking in the Vehicle and repeatedly.

8.3.15. If any of the documents from the Vehicle handed over to the Lessee are lost, the Lessor is entitled to charge a fee of CZK 5,000, - (including VAT). If any of the keys to the Vehicle handed over to the Lessee are lost, the Lessor is entitled to charge a fee of CZK 10. If the GPS device handed over to the Lessee is lost, the Lessor is entitled to charge a fee of CZK 5,000, - (including VAT). DPF filter, the Lessor is entitled to charge a fee of CZK 20,000, - (including VAT).

8.3.16. The Lessee is obliged to return the Vehicle on the agreed date and at the agreed time. The return of the Vehicle by the Lessee later than the time agreed in the contract shall be considered a material breach thereof. If the Vehicle is not returned at the agreed hour, the Lessee is obliged to pay double the daily Rental Fee as a penalty for late delivery of the Vehicle. If the Vehicle is not returned at all on the appointed day and it is returned on the following day, the Lessee shall be obliged to pay the Lessor an additional one-off contractual penalty in the amount of three times the agreed daily Rental Fee; the entitlement to the contractual penalty pursuant to the preceding sentence shall not be affected thereby. If the Vehicle is returned later than on the day immediately following the end of the agreed rental period, the Lessee shall be obliged to pay the Lessor a contractual penalty of 50% of the agreed daily Rental Fee for each commenced hour of delay in returning the Vehicle, including hours outside the Lessor's working hours; the entitlement to contractual penalties under the preceding sentences of this paragraph shall not be affected thereby. Lessee's obligation to pay liquidated damages under this paragraph shall continue until the date and hour of actual return of the Vehicle.

8.3.17. Any changes by the Hirer to the place or time of return of the Vehicle must be proposed at least 24 hours prior to the termination of the Hire Agreement.

#### **8.4. The Lessee is not entitled to:**

8.4.1. to sell, donate, alienate, pledge or encumber the Vehicle with claims of third parties.

8.4.2. to drive the Vehicle after having consumed alcohol, narcotics, drugs or other substances that may affect perception and reaction ability, or to let a person who has consumed such substances drive the Vehicle, even if he/she is a person otherwise entitled to drive the Vehicle under the Contract.

8.4.3. overload the Vehicle beyond the permissible limit in relation to any limits specified for the Vehicle (speed, load, number of persons, etc.).

8.5 The Hirer shall not, without the prior written consent of the Lessor:

8.5.1. use the Vehicle to tow any trailers.

8.5.2. use the Vehicle for sporting, training, instructional or testing purposes. If the Lessee violates this obligation, the Lessor is entitled to demand a contractual penalty of 15.000,- CZK for each individual case of violation. 8.5.3. to lease, lend, transfer the use or, in any other way, make the Vehicle available or drive to third parties.

8.5.4. Use the Vehicle outside the Czech Republic. If the Lessor gives the Lessee consent to use the Vehicle outside the territory of the Czech Republic, the Vehicle may be used only in the state for which the Lessor has expressly and in advance granted consent; the Lessee shall request the Lessor's consent to use the Vehicle for each state in the territory of which the Lessee intends to use the Vehicle, even if the use of the Vehicle is only very limited, e.g. for the purpose of a short passage through the territory of the state. The Lessor is willing to negotiate with the Lessee for consent for the use of the Vehicle only in countries located in the geographical territory of Europe and Turkey, with the exception of Belarus, Moldova, Russia and Ukraine; the Lessor does not grant consent for the use of the Vehicle outside these territories.

8.5.5. to use the Lessee's markings or any form of advertising (e.g. stickers) on the Vehicle.

8.5.6. add any extra equipment, accessories or modify the Vehicle in any way.

8.5.7. use the Vehicle for any activity in the nature of a taxi service or any other business or gainful activity.

8.6. The Lessee may entrust the driving of the Vehicle only to a driver with a valid driving licence of the relevant group, who is listed in the Contract as an additional driver or to his employee – a driver with a valid driving licence of the relevant group, who performs activities for the Lessee in accordance with the subject of his activity. All matters relating to the use of the Vehicle by an employee-driver of the Lessee shall be the internal affair of the Lessee; however, the Lessee shall be fully liable for any breach of the Agreement or the law by an employee of the Lessee as if the breach had been committed by the Lessee.

#### **9. Vehicle repairs and maintenance**

9.1 The costs of routine repairs and maintenance of the Vehicle (with the exception of punctures and damage to tyres, damage to wheels, washing, minor maintenance, topping up of windscreen washer fluid etc., which shall be borne by the Hirer) shall be borne by the Hirer. In particular, the Lessor shall bear the cost of refilling operating fluids (except for fuel, which shall be fully borne by the Lessee) outside the periodic service inspections, in particular oil, brake fluid and coolant. The Lessee shall allow repairs, maintenance and servicing of the Vehicle and shall tolerate restrictions on the use of the Vehicle to the extent necessary to carry them out (Article 8.3.6 and Article 8.3.7).

9.2. Costs associated with the repair of the Vehicle where the need for repair is not a repair of normal wear and tear/routine maintenance of the Vehicle and/or where the need for repair is due to improper or careless use of the Vehicle by the Hirer or a third party, to whom the Hirer has given access to the Vehicle or entrusted the driving of the Vehicle, or contrary to the normal

manner of use and or breach of the terms and conditions of the Contract, whether by the Hirer or by a person to whom the Hirer has entrusted the driving of the Vehicle or given access to the Vehicle, shall be borne in full by the Hirer. The Lessee shall also be fully liable for any damage resulting from such activity. The Parties expressly agree that if a tyre needs to be replaced and is to be paid for by the Hirer, the second tyre on the same axle shall also be replaced at the Hirer's expense. During the period of repair, the Lessee shall pay the Rent in full.

9.3. The Lessee is obliged to notify the Lessor without undue delay of any defects (faults) that appear on the Vehicle during use and that require repair by telephone (with subsequent 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 the damage caused to the Lessor and shall forfeit the claims that would otherwise be due to the impossibility or limited possibility to use the Vehicle, in particular the Lessee shall be obliged to pay the Rent in full.

9.4 If the Lessor entrusts the Lessee to arrange for certain repairs to the Vehicle, the Lessee shall follow the Lessor's instructions, in particular the Lessee shall ensure that a proper tax (accounting) document is issued to the Lessor with the Vehicle's registration number/registration number.

9.5. In the event that the Lessee fails to provide the Lessor with regular service inspections of the Vehicle, or a mandatory recurrent technical inspection and/or emission measurement at the times specified by the Lessor or at the times specified by law or by the manufacturer of the Vehicle, by an authorised repairer or indicated by the dashboard of the Vehicle (Art. 8.3.6. and 8.3.7.) and fails to bring the Vehicle to the place designated by the Lessor for regular service inspection or brings the Vehicle after exceeding the prescribed limits by more than 1,000 km, the Lessee shall be obliged and undertakes to pay the Lessor a contractual penalty in the amount of CZK 50,000.

9.6. If the Vehicle is temporarily unfit for use due to reasons on the Lessee's side, this shall not affect the Lessee's obligation to pay the Rent. The Lessee is furthermore obliged to compensate the Lessor for any damage caused thereby, especially any lost profit (especially 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 incurred by the Lessee in connection with a defect (malfunction) Vehicle (loss of profit, overnight accommodation, driving from the place of breakdown, etc.).

9.8. If either of the Parties pays costs to be borne by the other Party and if they are not costs the price of which is specified in the Price List or in the Contract (including the General Terms and Conditions), the other Party shall be obliged to reimburse the other Party for such costs, upon presentation of a document proving their payment and in the amount according to such document.

#### **10. Traffic 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 Hirer), the Hirer shall:

10.1.1. 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 and issue a certificate to the Lessee about the investigation or its result. The Lessee is obliged to deliver this certificate to the Lessor without delay, but not later than on the next working day. Failure to call the Police of the Czech Republic (or the police authority of the relevant state) shall exclude the claim from insurance under Article 11.

10.1.2. to notify the Lessor immediately by telephone (with subsequent written confirmation sent to the Lessor no later than the next working day) and to provide the Lessor with all necessary information and the Lessee is obliged to follow the Lessor's instructions.

10.1.3. to take all measures to prevent further damage to the Lessor (e.g. to secure the immobile Vehicle from

further damage or theft, etc.).

10.1.4. to provide the Police of the Czech Republic (or the police authority of the relevant state), the Lessor, the insurance company with which the Vehicle is insured, with all assistance necessary for the proper investigation of the damage event (traffic accident) and its liquidation.

10.2. The Lessee shall reimburse the Lessor for all damages (and costs related to damages) incurred to the Vehicle and its accessories or equipment during the period of the lease, damages incurred by the Lessor by theft of the Vehicle, accessories or equipment during the period of the lease, 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 incurred by the Lessor in connection with the liquidation of such damages (including lost profits during the period of 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 shall not be obliged to pay the Lessor the part of the damages covered by the insurance.

10.3. The Lessee is obliged to pay the Lessor for items not included in the insurance, which are in particular:

10.3.1. the 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 registered office, the nearest repair shop 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 is obliged to pay the rent until the time of the theft (notification 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 and the fuel payment for the entire volume of the tank.

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 damage caused by the Lessee and the Lessee shall be obliged to pay for such damages and the costs associated with their disposal in full.

#### **11. Vehicle Insurance**

11.1. Damage to the Vehicle during the Rental Period is covered by breakdown insurance and theft and damage insurance depending on the insurance tariff agreed and paid by the Lessee in the Contract, with the individual insurance tariffs/co-insurance described in the Tariff Overview, containing the maximum amounts of the Lessee's deductible in the event of a claim, given differently for the BASIC, SILVER and GOLD short-term rental tariffs and for the long-term rental tariff (hereinafter referred to as "Tariffs"), whereby within each Tariff the maximum amount of the deductible depends on which class the Vehicle is classified. The BASIC Tariff is already included in the Rental Price for short-term rentals and the Long-Term Rental Tariff for long-term rentals. The SILVER or GOLD Tariffs must be expressly agreed in the Contract and are subject to a surcharge in excess of the Rental Fee at the rate set out in the Price List for each day of the Vehicle rental period. In the event of a damage event, the Lessee is obliged to pay compensation to the Lessor, the maximum amount of which is limited to the maximum amount of the deductible specified for the given Tariff in the Tariff Overview. If the amount of the damage incurred is lower than the maximum amount of the deductible for the Tariff agreed by the Lessee, the Lessee is obliged to compensate the damage incurred in full. The insurance covers only damages incurred in the territory of the Czech Republic or in the territory of those states where the Lessee is expressly authorised to use the Vehicle in accordance with the Contract. The insurance according to the SILVER or GOLD Tariffs is valid only if the surcharge for the respective insurance was actually paid in full by the Lessee at the conclusion of the Contract and if the Rent has been duly and timely paid; the BASIC

insurance and the insurance for long-term rental are valid only if the Rent has been duly and timely paid by the Lessee.

11.2. The insurance according to Article 11.1, and none of the Tariffs, does not apply to baggage, personal belongings and persons carried. The insurance (none of the Tariffs) also does not cover the loss of the navigation system, the keys to the Vehicle, the Vehicle's technical licence, the GPS device and any other accessories and equipment of the Vehicle (e.g. Spare wheel, first aid kit, instruction manual, service book, fire extinguisher, rope, hand jack, warning triangle, wheel nut (bolt) wrenches, spare bulb sets and spare electrical fuse sets), and damage to the interior of the Vehicle. In particular, the insurance (none of the Tariffs) does not cover cases where the Lessee, without the Lessor's consent, has transferred the use of the Vehicle or the driving of the Vehicle to another person (Art. 8.4.2.), has driven the Vehicle after having consumed alcohol, narcotics, drugs or other substances that may affect perception and reaction ability, or has left the Vehicle to such person to drive (Article 8.4.2.) or has used the Vehicle outside the territory of the Czech Republic without the Lessor's consent (Article 8.5.4.). The insurance (none of the Tariffs) does not cover damages resulting from non-compliance with the technical conditions and operating instructions of the Vehicle manufacturer, the Contract, these General Terms and Conditions of Vehicle Rental or the insurance conditions. Furthermore, the insurance (none of the Tariffs) does not cover damages arising in the cases described in Article 6.7 and Article 6.8, nor does it cover damages in the event of which the Lessee is obliged to summon the Police of the Czech Republic (or the competent police authority of another state) and to provide the Lessor with a certificate of the competent police authority on the investigation of the damage event or on the result of its investigation, and the Lessee fails to fulfil these obligations (Art. The insurance (none of the Tariffs) does not cover the theft of the Vehicle in the event that the keys to the Vehicle and/or documents relating to the Vehicle are also stolen together with the Vehicle. In addition, apart from those cases which are expressly excluded from the insurance, the insurance does not cover damage to or breakage of those parts of the Vehicle which are not expressly included in the Tariff Schedule. In all cases not covered by the insurance, the Hirer shall at all times be liable to pay the full amount of the damages incurred. The insurance shall be without prejudice to the Lessee's obligation to pay to the Lessor contractual penalties and other sanctions agreed in the Contract, including these General Terms and Conditions.

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 these amounts.

11.4. Other insurance, if necessary, shall be paid by the Lessee.

11.5. All rules under this Article 11 of the General Terms and Conditions (in particular the rules determining the amount of the Renter's deductible) shall apply separately for each individual claim, and the amounts of the Renter's maximum deductible set out in the Tariff Schedule shall always apply to each individual claim (or individual damage to the Vehicle or part of the Vehicle) and for each individual claim (or damage to the Vehicle or part of the Vehicle) the amount of the damage as well as the amount of the Renter's deductible shall be assessed separately. All insurance described in this Article 11 shall apply only during the Lease Term and shall not apply to claims arising after the Lease Term.

## 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 of time 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 demand 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 on the basis of 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 fluid, the cost of repairing punctures and damage to tyres, damage to wheels, the cost of washing the vehicle and minor maintenance.

12.8. Upon taking delivery of the Vehicle, the Lessee shall provide the Lessor with a security deposit in the form of a sum of money in the amount specified in the Agreement (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 Security Deposit or the balance of the Security 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 coverage, the cost of unrefueled fuel, fuel card charges, reimbursement for any damage to the vehicle, deductibles for damage to the vehicle, or any other charges associated with the rental of the vehicle, its towing and parking for related administrative costs to the debit/credit card specified in the Contract, without prior notice.

## 13. Sanctions

13.1. In the event of the Lessee's default in payment of the Rent or any 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 the "Financial Obligation"), the Lessee shall be obliged and undertakes to pay to the Lessor a contractual penalty of 0.4% per day of the amount due, starting from the day following the due date until payment.

13.2. In the event of the Lessee's delay in payment of any financial obligation for more than 30 (thirty) calendar days, the Lessor shall be entitled to a one-off penalty of 12% of the amount due, but at least CZK 3,000.00 (including VAT), for breach of the Lessee's obligation to fulfil its obligations properly and on time. The Lessor's right to the contractual penalty according to the previous sentence shall arise for the Lessor after every

additional 30 days of delay in fulfilling the Lessee's obligations. The Lessor shall be entitled to demand from the Lessee the payment of CZK 550,- (including VAT) as a lump sum compensation for the acts connected with the administrative handling of the matter.

13.3. In the event of any breach of the Contract by the Lessee for which a specific contractual penalty is not expressly agreed in the Contract and/or these General Terms and Conditions, the Lessor is entitled to require the Lessee to pay a contractual penalty of CZK 10,000 (including VAT) for each individual 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 does not release the Lessee from the obligation to pay the financial obligation owed to the Lessor, nor does it affect the Lessor's right to claim damages and the Lessor is entitled to claim damages in excess of 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 interest on late payment, costs of proceedings, contractual penalties, damages and then to individual claims (principal) in the order of their due date. For such case, 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 assessed to the Lessee for traffic and parking violations committed with the rented vehicle, damages caused by 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, shall always be charged to the Lessee regardless of the insurance coverage agreed. 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 offence or other administrative offence committed during the term of the Contract in relation to the leased vehicle (hereinafter referred to as "Penalties"), and in the event of such an obligation to pay a fine or other amount 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 Lessor shall be entitled to debit the Penalty together with the administration fee to the payment/credit card of the Lessee 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 Lessee specified in the Agreement without delay. The Lessor's obligation 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. Any 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 reason of their nature or by reason of the provisions of law or the Contract.

14.2. Where documents are sent to the Hirer 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 date on which the Lessor was notified that the delivery to the Lessee failed because the Lessee was not present at the address designated for delivery of documents (and for this reason the parcel was returned by post).

#### **15. Dispute Resolution - Consumer**

15.1 If the Lessee is a consumer and if 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 period of time until he exercises his right to withdraw this consent, b) has the possibility to request access to the data. In the event that it is necessary to verify or confirm the solvency of the tenant, the tenant consents to the use or disclosure of his personal data to a third party.

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, on the understanding that he/she will notify the Lessor without undue delay of any change to correct it

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

#### **17. Final Arrangements**

17.1. The Lessor is entitled 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 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. Contractual penalties are not subject to VAT in accordance with the law, but in the case of charges 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. In the event that any provision of these General Terms and Conditions and/or the Agreement becomes invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions of the Agreement and these General Terms and Conditions shall not be affected thereby.

17.5 By signing the Contract, the Lessee has confirmed that it has read the text of these General Terms and Conditions, considers them to be clear, understandable and certain and has expressed its consent to these General Terms and Conditions becoming an integral part of the Contract and has acknowledged that these General Terms and Conditions are binding pursuant to 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 14.02.2023. 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](http://www.carlove.cz).

## Tariff overview:

### Short-term rental

### Long-term rental

	BASIC (participation)		SILVER (participation)		GOLD (participation)		Participation	
	Damage	Theft	Damage	Theft	Damage	Theft	Damage / Theft	
<b>Economy</b>	Up to 1200 €	Up to 3000 €	0 €	Up to 3000 €	0 €	0 €	10 %, min. 450 €	
<b>Standard</b>	Up to 1500 €	Up to 4000 €	0 €	Up to 4000 €	0 €	0 €	10 %, min. 450 €	
<b>Comfort</b>	Up to 1800 €	Up to 4000 €	0 €	Up to 4000 €	0 €	0 €	10 %, min. 450 €	
<b>Business</b>	Up to 2500 €	Up to 5000 €	0 €	Up to 5000 €	0 €	0 €	10 %, min. 450 €	
<b>VAN</b>	Up to 3000 €	Up to 6000 €	0 €	Up to 6000 €	0 €	0 €	10 %, min. 450 €	
<b>Lux</b>	Up to 7500 €	Up to 15000 €	0 €	Up to 15000 €	0 €	0 €	10 %, min. 450 €	
Car body	X		✓		✓		X	
Glasses	X		✓		✓		X	
Tires <sup>1</sup>	X		X		✓		X	
Wheels	X		X		✓		X	
Theft <sup>2</sup>	X		X		✓		X	
Interior <sup>3</sup>	X		X		X		X	
Fuel system <sup>4</sup>	X		X		X		X	

1 — If the tire cannot be repaired, both tires on the vehicle axle must be replaced - paragraph 9.2.

2 — The keys and documents of the vehicle must remain with the renter, otherwise, the claim is not covered by insurance.

3 — Heavy interior pollution that will require chemical cleaning - from 1.500,- CZK. Burnt or damaged interior - from 5.000,- CZK.

4 — In addition to cleaning and repairing the fuel system (including the DPF), a fine of 20.000,- CZK is payable.

The exchange rate of the deductible limits is governed by the CNB exchange rate on the date of the insured event.