

General terms and conditions for rental of motor vehicles

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I. Relevant facts

- (1) A lessor is the proprietor of the motor vehicle specified in the contract concerning the borrowing. (hereinafter as the "contract"), stated on the front page of the letter.
- (2) The vehicle is duly registered in the motor vehicles evidence kept under the special rule.
- (3) The lessor has concluded the insurance contract concerning the vehicle according to the motor liability insurance and motor hull insurance for inland and outland – whole Europe.
- (4) The lessor pays duly road tax for the vehicle.

II. The amount of rent, guarantee, terms of payment

- (1) The lessee is obliged to pay the rental under the contract.
- (2) The lessee is entitled to pay the guarantee to the lessor in an amount under the contract on the date of the vehicle rendering if they are asked by the lessor.

III. Rights and duties of the lender

- (1) The lender is obliged to render the vehicle to the borrower together with the documents needed for the vehicle use.
- (2) The lessor is obliged to render the vehicle to the lessee on the date of commencement period of the rental in the competent state for the operation and using under the contract, namely in the residence if it is not agreed otherwise.
- (3) The vehicle is considered to be rendered at the moment the lessor provided the possibility to render the vehicle to the lessee.
- (4) The lessor is entitled to make sure, whenever during the duration of the contract that the vehicle is in duly technical condition and that all of the other contractual liabilities are observed by the lessor. The lessee is obliged to provide the lessor with the required cooperation in this respect.
- (5) The lessor shall render the vehicle to the lessee with full tank.
- (6) In the event of defect on the vehicle in which reason the vehicle is broken-down, e.i. incapable of operation at public roads, except for the cases of insurance or other event (fact) caused by the lessee, the lessor is obliged to provide substitute vehicle of similar category for a period starting from the removing the defect.
- (7) The lessor reserves their right to seize the guarantee to the client 24 hours after the termination of the contractual relationship until the period, the vehicle is inspected in the service.

IV. Duties of the lessee

- (1) The lessee is obliged to perform the vehicle inspection at the moment of its take-over and to inform the lessor of all the found defects. The lessor is not liable for the defects that might have been discovered by at the inspection and they did not inform the lessor of this fact.
- (2) The lessor is the owner of the vehicle while the lessee does not gain any right to own the motor vehicle unless the contractual parties settle otherwise.
- (3) The lessee is entitled to use the motor vehicle until the period specified in the contract, namely in accordance with the legal regulations, this

contract, instructions for use and operation.

- (4) The lessee is not entitled to provide the vehicle as an deposit or guarantee and is obliged to avoid the rise of rights of the Third party towards the vehicle. The lessee is also not obliged to dispose the vehicle or give it up for the third party to use it. The lessee is entitled to give it up for the Third party to use it only with the lessor's consent in writing, the lessee is liable for the vehicle as if they use it themselves.
- (5) The lessee is liable for damage and any other detriment caused to the lessor or the Third party by use (operation) of the motor vehicle in full extent.
- (6) The lessee is obliged to treat it in such a way that no damage shall arise in it. They are obliged to inform the lender of damages and of all the defects concerning the motor vehicle or of the need to intervene the motor vehicle in service way immediately.
- (7) The lessee is obliged to inspect the technical condition, including tyres condition of the motor vehicle. In the event they find out defects of the vehicle, they are obliged to inform the lessor of it. The lessor shall provide their removal in dependance of its characteristic.
- (8) The lessee is not entitled to perform any technical interventions on the vehicle. In the event that the lessee made the modifications of the vehicle without consent of the lessor, the lessor has the right to demand the removal of the given modifications and bring the vehicle into the original condition. All of the expenses are born by the lessee. In the event it is not possible remove the additional changes without its evaluation, the additional change of the vehicle is the property of the lessee and the no compensation belong to the lessee.
- (9) The lessee is liable for all the fines or other sanctions given by the authorized Bodies concerning the operation of the motor vehicle or its inconvenient technical condition.
- (10) The lessee is obliged to provide the vehicle with all the safety equipment it is equipped with.
- (11) The lessee is obliged to inform the lessor of the lost or misapplication of registration certificate of the vehicle, vehicle keys, a/or safety gadget, remote control, number plate without delay. Costs on delivery of lost or dispossessed objects are born by the lessee.
- (12) The lessee is not entitled to change the data or interfere into the number of driven kilometres indicator. The lessee is obliged to inform the lender of defects of the indicator immediately in writing and the lessor shall provide the repair.
- (13) The lessee is obliged to inform the lessor immediately of damage or necessary service intervention, otherwise, they are liable for the damage caused in connection with the infringement of this duty.
- (14) The lessee is implicitly obliged to follow the rules of the lessor concerning maintenance and repairs of the motor vehicle. The lessee is implicitly obliged to follow the maintenance plan of the motor vehicle that is specified by the producer. Permitted allowance at performing service is plus/minus 1000.
- (15) The lessee is obliged to inform the lessor of each insurance event in writing as well as to inform

them of expected extent of damage and to follow their rules. The lessee is also obliged to inform the lessor of circumstances concerning the origin of insurance event and is obliged to provide the lessor cooperation at the clearance of insurance event in compliance with the lessor's demands.

- (16) In the event, the insurance event arises, the lessee is obliged to inform competent police forces of the insurance event immediately and shall also prove the document concerning the announcement of the insurance event to the competent police forces division immediately and submit to the lessor, otherwise the lessee is liable for damage and harm caused by infringement of this.
- (17) In the event that the vehicle is broken-down, the borrower is obliged to follow the lender's instructions. The borrower is obliged to provide that the vehicle is not damaged, lost, carried away or destroyed during the period until the vehicle is towed.
- (18) In the event the insurance event arises, of which participator is the lessee, the lessee is obliged to inform the person defined in the contract of the insurance event and to perform all of the acts according to the lessor's instructions, otherwise they are liable for the damage or other detriment.
- (19) The lessee is entitled and obliged to act at the transactions regarding the insurance event under the contract to avoid the detriment to valid claims of the lessor.
- (20) The lessee is obliged to make sure that no damage arise on the property.
- (21) In the event of break, defect of the vehicle or the origin of any other defect, the lessee is obliged to inform the person defined by the lessor of this fact immediately.
- (22) The lessee is banned from driving into Ukraine with the vehicle.

V. Compensatory damages

- (1) The lessee is liable for all the damage caused as a result of their infringement of the duty, namely by unprofessional operation and manipulation, drive without valid driving license, drink driving, or any other intoxicant or psychotropic substances, if not stated otherwise.
- (2) The lessee is liable for damage, loss, and depreciation of the motor vehicle and its equipment that are not covered by insurance contract. The lessor is liable for direct and indirect damages caused to the lessee or to any other persons by using the motor vehicle, or its taking, only in case if these damages were caused by infringement of the lessee's duty.
- (3) In case of insurance event, the lessee bears also stipulated partnership with the insurance company, namely in the amount of 10% from the amount of damage while minimal partnership of the lessee on the compensation is agreed in the contract in such a manner that no other provisions are disrupted.
- (4) In case of the insurance event the lessee is also obliged to cover stipulated partnership and the difference between the selling price of the vehicle on the date of the origin of insurance event and the benefits in such a manner that no other provisions are disrupted.

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VI. Contractual penalty

- (1) The lessee is obliged to pay the lessor the contractual penalty in the amount of 100.000,- SKK (: one hundred thousand Slovak crowns), if :
- 1.1. they interfered technically into the vehicle in an unauthorized manner,
 - 1.2. they gave the vehicle as a deposit or quarantine, the vehicle was disposed or left for the Third party's usage without consent of the lessor, namely irrespective of the validity of these legal acts,
 - 1.3. they did not protect the vehicle by means of all the safeguard mechanism at parking,
 - 1.4. they changed the data or interfered into the indicator of the driven kilometres,
 - 1.5. they broke their notification duty under this contract,
 - 1.6. they did not give the vehicle back duly and on time under the article VIII.
- (2) Agreement of the contractual penalty or duty achievement to pay the contractual penalty is not a restraint for the lessor to raise a claim upon the compensation towards the lessee, the lessee is liable for.

VII. Termination of the contract

- (1) The contract is terminated only by:
- 1.1. expiry of agreed period of the use,
 - 1.2. agreement of the contractual parties in writing,
 - 1.3. abandonment by reasons specified in this contract,
 - 1.4. destruction of the vehicle.
- (2) The lessor is entitled to abandon the contract if the lessee breaks any of their duties under this contract, and this infringement will not be removed or its consequences repaired by them not even in the additional period of 7 (seven) days from the time the notice has been delivered.
- (3) The lessee is entitled to abandon the contract if:
- 3.1. the vehicle is not capable of use by reason of infringement of contractual duties by the lessor,
 - 3.2. the vehicle is put out of the evidence of the motor vehicles kept under the special regulation without the case, it has happened by reason of infringement of the duties by the lessor.

VIII. Render of the vehicle

- (1) The lessee shall render the vehicle to the lessor at the prearranged place, or at the place of lessor's residence on the date of the termination of the contract. The lessor bears the risk of the damage of the vehicle until the moment it is duly rendered to the lessor.
- (2) The lessee is obliged to render the vehicle to the lessor in the condition it was rendered to them in consideration of current vehicle wear according to the number of driven kilometres.

- (3) The lessee is obliged to render all the documents and other objects they acquired together with the motor vehicle, especially all vehicle keys, safeguard mechanism keys, remote control, of the locks, radio panel, etc. All damage of the lessor that will arise due because some of the objects has not been rendered under the above sentence is born by the lessee.
- (4) The vehicle shall be rendered clean and with clean interior, otherwise, costs shall be raised towards the lessee to clean the vehicle and they are obliged to cover these costs immediately.
- (5) The lessor shall inspect the vehicle's condition at the rendering procedure. Damages or defects that have not been removed or repaired by the lessee are to be left to be repaired by the lessee.
- (6) The motor vehicle is considered to be duly rendered after being confirmed by the lessor in this contract in writing.
- (7) In the event that the lessee breaks their duty to render the motor vehicle and does not even meet the proclamation of the lessor to render the vehicle, the lessor shall remove the vehicle from the lessee. The costs arisen to the lender after the vehicle has been removed are covered by the lessee.
- (8) In the event that the lessee does not render the vehicle to the lessor with full tank, they are obliged to cover all the costs needed for fulfilling the tank to the lessor.
- (9) Written communications intended for the contractual parties are to be sent to their address or fax number specified in this contract.
- (10) Duty to deliver is met if:
- 10.1. the addressee takes the consignment over,
 - 10.2. the post office shall return the consignment to the sender as dead, because the addressee frustrated, or refused to accept the consignment by their performance or omission, or because the addressee is unknown (does not stay at their stated address) and did not announce the new address in the event that the addressee does not take the consignment over.

IX. personal data protection

- (1) The lessee and the person undersigned in this contract (for purposes of this article, hereinafter only as "lessee") expressly under the law no. 428/2002 Body of Laws Z.z. of personal data protection gives approval to the lessor to process their personal data specified in this contract as well as all the other personal data that are provided to them by the lessor before the contract is concluded or during the legal relationship under this contract.
- (2) The lessee agrees on the fact that the lessor shall process their personal data for the purposes of

keeping the register of which keeping is given to them under the law or on the basis of law (hereinafter only "register"), for the purposes of exercise of rights and duties under this contract and for the rights protection and rightful interests of the lessor.

- (3) The lessee agrees on the fact that the lessor may give their personal data to the Third party who shall perform the activities or cooperate at the performance of the activity under this contract.
- (4) An approval under this contract is valid during the legal relationship based on this contract and after the termination of this legal relationship until the period during which the lessor is obliged to keep the register of the personal data about the lessee or until the period it is necessary for the exercise of rights and duties of the lessor or for their rights protection and rightful interests.
- (5) The lessee takes into account that it is obvious from the event's character that the approval to process the personal data under this contract is essentially irrevocable whereas falling which the lessor shall not be able to perform the rights and duties of the lessor towards the lessee. The lessee is entitled to cancel the approval during validity time exclusively in case if the lessor or the third party that has received the personal data from the lessor their duties under the law of personal data protection and this infringement shall not be amended by them not even within 15 days from the period of delivery of proclamation in writing..
- (6) The lessee is obliged to inform the lessor of any change of personal data that were provided to the lessee immediately.
- (7) To prevent the presence of any doubts, the lessor is entitled to use the acquired data for purpose of direct or indirect marketing. They are entitled to provide the personal data to the third party that has been entrusted by marketing activity in their behalf. The lessee has the right to object in writing towards the providing of personal data and towards their use in postal traffic.

X. Governing law and settlement of disputes

- (1) This contract follows the Slovak republic law system.
- (2) The Parties agree that the rights and obligations of the parties under this contract shall be governed by § 630 and following of the Commercial Code.
- (3) The Parties shall cooperate in fulfilling the rights and obligations arising from this contract. The Parties shall endeavor to ensure that any dispute or controversy requirement associated with this agreement have been settled by mutual agreement.