

GENERAL VEHICLE RENTAL CONTRACT TERMS AND CONDITIONS

1. Vehicle rental contract

- 1.1 Vehicle rental contract („contract“) is signed between contractors either in the form of a separate written contract on which both sides agree.
- 1.2 Lessor is obliged to hand over the vehicle to renter in the place of lessor's station stated in contract and at the time stated in contract. Handing the vehicle over and its takeover are confirmed by both contractors by signing the handover protocol. Renter is obliged to pay the agreed rental fee during the whole rental period, which begins on the day of handing the car over to the renter (signing the handover protocol).
- 1.3 The subject of rental is particularly defined vehicle, which is more specified in the handover protocol.
- 1.4 Lessor stipulates the right to require deposit from renter. Maximum deposit is up to 10% of first purchase cost of vehicle, while the percentage level of deposit is set by lessor. Deposit is paid back to renter after the end of rental period and returning the vehicle together with its accessories in an inviolate state, when considering ordinary wear and tear caused by operating the vehicle.
- 1.5 On demand of renter and for a fee, lessor can provide additional accessories and equipment to the rented car (e.g. child safety-seat, ski holder, etc.)

2. Lessor's obligations

Lessor undertakes:

- 2.1 to hand over the vehicle for temporary use in a good – „upright“ technical state, equipped with accessories and documents as involved by effective legal directives and regulations of Slovak Republic,
- 2.2 to insure the vehicle through third party liability insurance for damage caused by operating the vehicle and motor hull insurance,
- 2.3 to carry out particular vehicle repair and service inspection with the rented vehicle,
- 2.4 to provide information and recommendations via telephone or by letter (fax, email) in case of necessity to carry out repair of vehicle on the roads inland that are needed to provide a quality repair in an authorized service station of the company, or to transfer the vehicle to own authorized service station,
- 2.5 to provide renter with a substitute vehicle in case the vehicle inspection or repair according to point 2.3 is not realized within 24 hours after handing over the vehicle to service inspection. This is not being referred to necessity of repair the damage being caused by renter, or other persons, to whom renter allows the use and operating the vehicle, or on damage caused by unknown delinquent,
- 2.6 to transmit all claim and accident settlements (of insurance events).
- 2.7

3. Renter's obligations

Renter is mainly obliged:

- 3.1 use vehicle in due course, by sustaining professional care, in the way and extent determined by intent of usage, technical conditions, instructions, manuals and particular regulations; to take care of the vehicle so that no accident happens, to follow the vehicle maker instructions on vehicle operation and instructions on tire pressure rating,
- 3.2 before a drive to control engine-oil level, cooling mixture level, brake fluid level, tires pressure, and other vehicle parts and bodies, which might endanger the safety of traffic operations or to damage the vehicle. Claims and damages incurred by neglecting these obligations are reimbursed by renter to full extent.
- 3.3 to use the vehicle strictly for renter's use. Letting the vehicle to any further rent or running any gainful activities (e.g. taxi service), usage of vehicle on races, contests and similar tryouts, usage of vehicle on pushing and drawing other vehicles, trailers or other objects as well as its operation at variance with terms and conditions stated in the directions for use of the vehicle, or lessor's directions, is not permitted. Renter cannot let use the vehicle to another person. Renter- legal entity or entrepreneur can state a range of own employees as authorized users of vehicle, but cannot let use the vehicle to another legal entity or entrepreneur. Range of authorized employees for the use of the vehicle must be specified in the rental contract. Renter is neither authorized to create any collateral or other powers (security or other rights) on the behalf of third party nor to allow such acting to other person.
- 3.4 in case the vehicle is equipped with car radio, which is detachable, renter is obliged to take the car radio away when leaving the vehicle and to ensure from theft. In case the vehicle is equipped with radio with take panel, renter is obliged to take this take panel away or a key card and ensure them from theft.
- 3.5 to forbear for making any changes on the vehicle without foregoing written permission of lessor, otherwise, renter is obliged to put the vehicle into the previous condition at own expenses before the end of agreed period of rental
- 3.6 to draw in the vehicle on request of lessor at any time throughout the duration of the rental contract for the purposes of inspection if the vehicle is used in due course. Thus, lessor is not liable for damage on property and belongings of renter which were left in the vehicle.
- 3.7 to announce immediately by letter (no later than 24 hours from finding out about the damage) every damage, or other accident on the vehicle caused through its operation. Renter is obliged to justify with notification documents of cas fortuit to particular department of Police Forces of Slovak Republic, or to other particular public authority. In case of late announcement of damage renter bears liability for damages, e.g. claim of recourse brought to bear towards lessor.
- 3.8 in case of insurance event renter is obliged to partake of claim settlement amounting to min. 5.000,-Sk and to max. of 10% out of the first vehicle cost, except the cases of wanton injury or damages caused under intoxication or other dazing drugs and psychotropic substances in which renter answers for damage to full extent. Thereby the obligation of repayment of any other duties (e.g. redemption, sanctions, etc.) is not aggrieved, according to valid legal regulations, Rental Contract or these General Vehicle Rental Contract Terms and Conditions.
- 3.9 In case of a theft of the vehicle renter partakes in an amount to 5% out of the vehicle value at the time of theft.
- 3.10 in case of damage to which insurance does not refer, renter is obliged to answer for damage to full extent to lessor. This obligation of renter also refers to case of inflicting injuries on vehicle under intoxication or other dazing drugs and psychotropic substances,
- 3.11 in case of committing criminal activities by the use of vehicle as result of neglect and violation of obligations of renter, and vehicle will be detained by the police, renter is obliged to cover the lessor's loss of profit during the period of vehicle detention to the lessor.
- 3.12 in case of necessity of repair on road anywhere in inland or in outland, renter is obliged immediately to request approval from lessor by letter (fax, email) to realize the repair.
- 3.13 to secure vehicle against theft; If in case of a theft of rented vehicle renter cannot show-forth with valid vehicle documents obtained by lessor when being handed over of the vehicle, or if the fact of not fully securing the vehicle is indicated, renter obligates to pay amount that is equal to the difference of first cost of vehicle according to contract of sale and the payment of a loss reimbursed by particular insurance company. Renter also obligates to cover 100% of the rental fee according to valid table of charges as agreed contractual penalty until the period of insurance company benefits.
- 3.14 to bear liability for damage caused by devastation, theft or damage of the vehicle in range that will not be benefits refunded according to the contract of insurance. In this case, renter commits to pay off loss of profit for the period from the origin of cas fortuit until the end of the repair of the damage, which starts by this cas fortuit. In case of own infliction, when the contract of insurance covers costs of compensatory damages only partly, renter is obliged to pay the difference between the costs of repair and amount of insurance covered by the insurance company.
- 3.15 while rental contract duration renter is obliged to announce a change of corporate domicile, place of business, or change of permanent address (domicile), or other changes, which might affect regular solutions out of this contract. Renter is also obliged to announce the lessor by letter the names of drivers who will operate the vehicle in advance.
- 3.16 in case of the end of rental to turn in the vehicle in due course in time, in a tidy and clean state, as it was handed over to him
- 3.17 to care so inadequate wear-out and damage of functional equipment does not occur. When vehicle is damaged or excessively messed both internally and externally, which do not refer to regular operations and usage of the vehicle, lessor can demand reimbursement of costs related with the cleaning or potential repair

- 3.18 for the loss of the documents and accessories of rented vehicle (certificate of roadworthiness, third party insurance paid receipt, keys to the vehicle, take panel of radio, radio), renter is obliged to pay the lessor compensatory damages to their full extent, as well as the pay of contractual penalty in amount of 5.000,-Sk (when contractual penalty is paid, the right to compensatory damage is untouched even when it exceeds agreed contractual penalty).
- 3.19 renter is not entitled to use the vehicle in other countries but within the European Union or to transport the vehicle to these countries unless lessor expresses permission to do so,
- 3.20 renter is obliged to pay the lessor contractual penalty in amount of 5.000,- Sk for every case of scorching upholstery of seat or any other interior part (e.g. with a cigarette, etc.),
- 3.21 in case when lessor finds after returning the vehicle a change in vehicle components by renter or by a third party, renter is obliged to pay the lessor acquisition price of the replaced component as well as contractual penalty in amount of triple acquisition price of the former component.

4. Rent and rent maturity

- 4.1 Rent on which agreed in the contract is specified by agreement of contractors according to type of rented vehicle- subject-matter of the rental contract and is stated in the table of charges of the lessor. Daily rental rate is charged for every 24 hours started.
- 4.2 The amount of agreed rent is made up of the rental price conditions of particular type of rented vehicle- a subject-matter, valid on the date of signing up the contract. The rental price (daily rental rate) is made up according to agreed rental period. In case when renter aborts the contract due to the agreement with the lessor, he is obliged to pay rent in the amount of daily rate of the real period of the rent according to the table of charges. In case when during the rental period a change arises according to renter's request to change the subject-matter to rental contract, the amount of the rent changes from the day of the change of the subject-matter to rental contract (i.e. from the day of handover of another vehicle stated in the handover protocol) according to the current table of charges on the day of change of the subject-matter to rental contract due to particular type of vehicle that is considered by renter and agrees with. Inscribed stands even in the case of any other change of the subject-matter to rental contract.
- 4.3 There are costs stated in the rental price due to the paragraph number 2 of this General Vehicle Rental Contract Terms and Conditions (inclusive the insurance on legal liability of operation of the vehicle, motor hull insurance without general average contribution of renter for the trips abroad to stated countries). Fuelling is covered by renter to its full extent as well as wash of the vehicle and vehicle interior cleaning, potential casualty accident insurance of persons operating the vehicle, luggage insurance and other costs.
- 4.4 Renter takes into consideration the lessor is legitimated to process and regulate agreed rental fee according to the costs change, especially on the insurance amount, road tax, etc., which at the time of signing the rental contract to predict its beyond possibility. Lessor is legitimated to regulate the rent only to the extent equivalent to costs change according to the previous sentence. Lessor is obliged to announce such changes of rent to renter by letter in particular timeline.
- 4.5 Renter is obliged to pay the rental fee (i.e. rent) in the way that part of it is payable before handover of vehicle and the rest in regular installments always payable at the beginning of agreed period, as far as the contracting parties agree differently.
- 4.6 Rent according to point 4.5 is charged out by lessor through an invoice – a tax document. Invoice is payable to 14 days from issue date, with the exception of paying the agreed deposit, which the renter is obliged to pay on the day of handover of vehicle as the latest.
- 4.7 In case of termination of contract or its cancellation by renter out of accord with this contract, renter obligates to pay the lessor damages which arise to lessor by termination of the contract.
- 4.8 In case of violation of contractual obligation of renter to pay agreed rent in due course and in time by course of vehicle rental contract, renter obligates to pay besides the agreed rent also the contractual penalty amounting to 0.5% out of debit amount for each delayed day until paid.

5. End of rental

- 5.1 The vehicle rental contract for a limited period of time wanes by expiration of agreed rental period.
- 5.2 Before expiration of agreed rental period stated in the contract, the rental can stop by written agreement of the contractors or by a written notice of the termination of contract by any of the contractors. The termination takes effect by expiring 10 days from the day of receiving a written termination of contract to the other contractor, if not stated differently. Lessor is obliged to terminate the contract also by backing out of the contract if renter grossly violates contract terms and conditions or these general contract terms and conditions, particularly those conditions stated in part 3. Immediate termination of contract takes effect on the day of delivery of announcement to renter. The day of delivery is also considered the day on which the delivery is rejected by renter, as well as the day of laying the announcement at the post Office. Lessor sends written documents to renter only on renter's address stated in the rental contract.
- 5.3 In case when renter returns the vehicle before the end of renter is obliged to pay the lessor the agreed rent for the whole agreed rental period, unless the contractors agree differently.
- 5.4 To the day of expiry of rental period renter is obliged to return the vehicle on the place it has been taken over, unless the contractors agree differently.
- 5.5 In case, the renter does not turn in the vehicle after the expiry of rental period in due course and in time, or does not ask for written permission of lessor with prolonging the rental period, renter uses the vehicle without title. In such a case lessor is legitimated to announce to authorities active in criminal activities the unjustified operation of vehicle by renter, while renter is obliged to cover costs or damages arisen by happening so. Until the time of duly turning in the vehicle renter is obliged pay the lessor for each started day after the end of rental period by course of contract, the contractual penalty in the amount of agreed daily rent, plus amount of 0.1% of first price of the vehicle a day.

6. Final provisions

- 6.1. These general terms and conditions are issued by lessor effect with effect from 1.6. 2007 ad effectum § 273 by Code de commerce. Lessor has the privilege to update and modify these terms and conditions.
- 6.2. General terms and conditions are inseparable part of each vehicle rental contract signed between lessor and renter. Variant provisions in contract take precedence over these general terms and conditions.

In Bratislava on

Lessor:.....

Renter:.....