

## GENERAL MOTOR VEHICLE RENTAL TERMS AND CONDITIONS

- valid until July 7<sup>th</sup>, 2021

### 1. Introductory Provisions

- 1.1. The company **AKRA broker, s.r.o.**, ID No.: 247 86 284, registered office at Nový Zlíčov 3172/6, Smíchov, 150 00 Prague 5 (hereinafter referred to as the "Lessor") provides its clients (hereinafter referred to as the "**Lessees**" or „**Lessee**“) with the rental of passenger and commercial motor vehicles, including accessories for road use according to the relevant legislation (hereinafter "**Vehicles**" or "**Vehicle**"). In accordance with these General Motor Vehicle Rental Terms and Conditions (hereinafter referred to as the "**General Terms and Conditions**").
- 1.2. Vehicle rental is governed by the rental agreement concluded in accordance with § 2201 et seq. of the Czech Civil Code, which is concluded in the case of each rental of the Lessor's Vehicle, as well as by these General Terms and Conditions, which form an annex to the rental agreement (hereinafter the "**Agreement**") and are an integral part thereof. To maximize the clarity of all contractual arrangements and to be as transparent as possible in relation to the Lessee, the Agreement contains a comprehensive regulation of the mutual rights and obligations of the Lessor and the Lessee; these General Terms and Conditions are only a supplement to the Agreement to which they follow. In the case of any conflict between the provisions of the Agreement (excluding the provisions of the General Terms and Conditions) and the General Terms and Conditions, the provisions of the Agreement shall prevail.

### 2. Vehicle Rental

- 2.1 The Lessor shall enable the Lessee to use the Vehicle on the basis and under the conditions set out in the Agreement concluded between the Lessor and the Lessee. The Lessee undertakes to use the Vehicle on the basis and under the conditions set out in the Agreement concluded between the Lessor and the Lessee. The Agreement is concluded for a definite period, starting from the day and hour specified in the Agreement with termination at the time of expiry of the agreed rental period.
- 2.2 By signing the Agreement, the Lessee undertakes to pay the Lessor for the use of the Vehicle in cash or non-cash rent and fees in the amount and in the manner specified in the Agreement.
- 2.3 The rent does not include the costs of fuel, cleaning and washing of the Vehicle, a foreign vignettes (if the Lessor has given written consent to use the Vehicle abroad), mileage in excess of the number of kilometres agreed in the Agreement (daily mileage limit), as well as other costs related to operation of the Vehicle not expressly stated in paragraph 2.4 of the General Terms and Conditions or in the Agreement.

### 3. Deposit

- 3.1 The Lessee is obliged to pay a refundable deposit to the Lessor in cash or non-cash via a payment terminal or by transfer to the Lessor's account no later than upon signing the Agreement in the amount specified in the Agreement.
- 3.2 The deposit is intended for the payment of any debts of the Lessee from the Agreement. The Lessee explicitly agrees that the Lessor is entitled to unilaterally set off the deposit for the payment of rent, fees, contractual penalties, damages, fines imposed by state administration authorities or the Police of the Czech Republic and other receivables of the Lessor under the Agreement, in accordance with the Agreement.
- 3.3 The Lessor shall return the unused deposit to the Lessee no later than within 30 days from the termination of the rental relationship unless the Vehicle has been damaged. If the Vehicle has been damaged, the Lessor will return the deposit to the Lessee (part thereof) no later than 90 days from the end of the rental relationship.

#### **4. Obligations of the Lessee**

- 4.1 The Lessee acknowledges and agrees that the Vehicle is always used only by the person or persons who are specified in the Agreement. This person or persons are entitled to allow the use of the Vehicle to a third party, or further Sublease the Vehicle to a third party only with the prior written consent of the Lessor, or if another person is listed in the Agreement.
- 4.2 The Lessee is obliged to comply with all applicable regulations when operating the Vehicle, especially the rules of the road, and to act in such a way as to avoid damage to property and health, to observe the prescribed speed even in countries without speed limits.
- 4.3 The Lessee is obliged to use only the types of fuels and oils prescribed by the manufacturer.
- 4.4 The Lessee may not drive with the Vehicle for another's use and for a fee without the prior written consent of the Lessor.
- 4.5 The Lessee may not load the Vehicle above the permissible limit, nor take part in competitions and other motor racing with the Vehicle.
- 4.6 The Lessee is always and, in all circumstances, obliged to lock the Vehicle properly when parking the Vehicle, and if the Vehicle is also equipped with mechanical security (e.g. reverse lock), always use it.

#### **5. Fuels**

- 5.1 The rental fee does not include the cost of purchasing fuel for the Vehicle. The Lessor shall hand over the Vehicle with a full fuel tank to the Lessee and the Lessee is obliged to hand back the Vehicle to the Lessor with a full fuel tank.
- 5.2 Refueling into the Vehicle before handing the Vehicle back to the Lessor must be carried out at a publicly accessible fuel station at a maximum distance of 5 km from the place of handing over the Vehicle back to the Lessor.

#### **6. Additional Vehicle Accessories**

The Lessor shall provide the Lessee with additional accessories to the Vehicle offered by the Lessor at the Lessee's request, for a fee according to the Lessor's valid price list.

#### **7. Final Provisions**

- 7.1 If the term Lessee is used in the Agreement or General Terms and Conditions, the relevant provisions apply mutatis mutandis to persons to whom the Lessee has provided the Vehicle for use under the Agreement or subsequently with the prior written consent of the Lessor but bears full liability for any damages caused by this person.
- 7.2 The General Terms and Conditions are governed by the laws of the Czech Republic, in particular Act no. No. 89/2012 Coll., Civil Code, as amended.
- 7.3 If a provision of the Agreement or these General Terms and Conditions is invalid or inapplicable or becomes invalid or inapplicable, this shall not affect the validity and applicability of the other provisions.
- 7.4 The General Terms and Conditions can only be changed in writing.

These General Terms and Conditions shall enter into force and effect on April 9<sup>th</sup>, 2021.