

GENERAL MOTOR VEHICLE RENTAL TERMS AND CONDITIONS

- valid until November 1st, 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, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 174129 (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 this article 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.
- 4.7. **The Lessee must not wash the Vehicle in a brush washer** as this causes irreversible damage to the paint of the Vehicle and thus reduces the value of the Vehicle.

5. Conditions for Applying a Discounted Rental Fee

- 5.1. The rate of the basic rental fee for the rental of the Vehicle is the amount specified in the Agreement for each day started.
- 5.2. If the Lessee fulfills all the obligations below, i.e.:
 - the Lessee shall return the Vehicle in time of the expiration of the agreed and unabridged rental period and at the agreed place, in the condition in which it was taken over, i.e. without damage,
 - the Lessee notifies the Lessor in time of the need for repairs to the Vehicle, the provision of which the Lessor is obliged to perform; the Lessee will follow the Vehicle manufacturer's instructions for its proper operation; the Lessee shall immediately notify the Lessor and the Police of the Czech Republic (or the body conducting the investigation outside the Czech Republic in the case of a foreign trip) that he has participated in a traffic accident, draw up a report on the accident on a common European form and proceed so as not to reduce insurance benefits, which is to be provided by the insurance company, resp. to prevent unauthorized drawing of the POV insurance; the Lessee shall immediately notify the Lessor and the Police of the Czech Republic (or the body conducting the investigation outside the Czech Republic in the case of a foreign trip) of any damage to the Vehicle other than a traffic accident (including damage caused by theft of the Vehicle or its accessories), document the occurrence of such damage cooperation in its liquidation; in the event of theft or destruction of the Vehicle, the Lessee shall immediately return to the Lessor the keys and documents from the Vehicle,

- the Lessee will not drive the Vehicle into the brush washer (see article 4.7 of these General Terms and Conditions),
- the Lessee will not smoke in the Vehicle, nor will he/she allow third parties to smoke in the Vehicle,
- the Lessee will comply with all applicable traffic regulations; in case of exceeding the speed limits, a violation of this provision is considered to be a repeated (in at least 30 cases) exceeding of the speed limit by more than 20 km/h
- the Lessee will not travel abroad with the Vehicle without the Lessor's consent,
- the Lessor will not be fined or otherwise sanctioned in connection with the operation of the Vehicle for the period for which the Lessee has leased the Vehicle,

the **discounted rental fee** in the amount specified in the Agreement shall apply. We therefore recommend the Lessee to ensure that the obligations set out in this section are met in all circumstances.

6. Fuels

- 6.1. 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 to the Lessor the Vehicle with a full fuel tank.
- 6.2. 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.

7. 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.

8. Cancellation Policy

- 8.1. In the case that the Lessee cancels the order **no later than 48 hours** before the start of the agreed rental (agreed time by taking over the Vehicle), the **deposit will be refunded in full, reduced by a cancellation fee of 2,000 CZK** to cover the administrative costs of the Lessor for order cancellation.
- 8.2. If the Lessee cancels the order **less than 48 hours** before the start of the agreed rental (agreed time of taking over the Vehicle), the Lessee will be charged a **cancellation fee in the amount of the rental fee** (at a discounted rental fee, if agreed) for **3 days** of rental of the Vehicle. The deposit will be reduced by this amount and the rest of the deposit will be returned to the Lessee within 30 days from the date of cancellation of the order. If the amount of the deposit is lower than the amount of the cancellation fee, the Lessor retains the deposit in full.

9. Cancellation Policy - rental of holiday vehicles during the summer season

- 9.1. During the summer season (i.e. from 1.6. to 30.9), the following **special cancellation conditions** apply to the "van" and "convertible" class vehicles (hereinafter referred to as "**holiday vehicles**") specified in this section of the General Terms and Conditions. The reason is the increased interest of clients in holiday vehicles in summer, when their orders are usually realized well in advance and for a longer period, and thus the cancellation of the holiday vehicle order in the summer season is associated with greater losses for other Vehicles.
 - 9.1.1. If the Lessee cancels a holiday vehicles order in the summer season **more than 7 days** before the start of the agreed rental (agreed time of taking over the Vehicle),

the Lessee will be charged a cancellation fee of **2,000 CZK** to cover the Lessor's administrative costs for order cancellation.

9.1.2. If the Lessee cancels a holiday vehicles order in the summer season **between 7 days and 48 hours** before the start of the agreed rental (agreed time of taking over the Vehicle), the Lessee will be charged a cancellation fee of **50% of the rental fee** (at a discounted rental fee, if agreed), but for a maximum of 14 days of holiday vehicle rental.

9.1.3. If the Lessee cancels a holiday vehicle order **less than 48 hours** before the start of the agreed rental, the Lessee will be charged a cancellation fee of **100 % of the rental fee** (at a discounted rental fee, if agreed), but for a maximum of 14 days holiday vehicle rental.

The deposit will be reduced by the amount specified in Article 9.1.1, 9.1.2 or 9.1.3 of these General Terms and Conditions and the rest of the deposit will be returned to the Lessee within 30 days from the date of cancellation of the order. If the amount of the deposit is lower than the amount of the cancellation fee, the Lessor retains the deposit in full.

10. Final Provisions

10.1. 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.

10.2. 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.

10.3. 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.

10.4. The General Terms and Conditions can only be changed in writing.

These General Terms and Conditions shall enter into force and effect on July 8th, 2021.