

WARRANTY TERMS AND CONDITIONS

AKRA broker s.r.o., IČO: 247 86 284, registered office at Nový Zlíchov 3172/6, Smíchov, 150 00 Praha 5, entered in the Commercial Register kept by the Municipal Court in Prague under file no. No. C 174129 (hereinafter referred to as the "Company").

1. Introductory Provisions

1.1. The Company provides its clients (hereinafter referred to as "Renter" or "Renters") with the rental of personal and commercial motor vehicles, including accessories for operation on roads in accordance with applicable legislation (hereinafter referred to as "Vehicles" or "Vehicle") in accordance with the concluded Lease agreement and with the General Conditions of Hire of a Motor Vehicle.

1.2. These Warranty Terms and Conditions regulate the procedure for determining alleged defects by the Renter upon acceptance of the Vehicle, during the duration of the lease and upon return of the Vehicle.

2. Handing Over the Vehicle to The Renter

2.1. The Company undertakes to hand over the Vehicle to the Renter based on the Handover protocol, in proper technical condition in order that the Renter can use it properly during the rental period.

2.2. All obvious defects, damage, complaints, and comments concerning the Vehicle and its condition must be made by the Renter no later than upon receipt of the Vehicle from the Company so that they can be completely recorded in the handover protocol, which is signed both by the Company and the Renter. If, during the lease or when the Vehicle is handed back to the Company, damage or defects of the Vehicle are found which were not specified in the Handover protocol of the Vehicle by the Renter, the Renter shall be liable for such damage, unless he proves that the damage already existed at the time of handing over the Vehicle to the Renter.

2.3. The Handover protocol is included in the Lease Agreement as its appendix and integral part. The Handover protocol consists of three parts, one of which is filled in when handing over the Vehicle to the Renter, the other part when handing over the Vehicle by the Renter to the Company and the third part during any detailed (additional) inspection of the Vehicle. At the time of handing over the Vehicle, the Company obtains photo documentation and possibly also video documentation of its condition. The Renter is also entitled to obtain his own photo documentation and/or video documentation of the Vehicle upon receipt.

2.4. The Renter is obliged to point out any technical defects of the Vehicle that could not be detected visually to the Company immediately after the start of the ride (i.e., by returning with the Vehicle immediately – but no later than within 30 minutes – to the place of acceptance).

2.5. Complaints according to Article 2.4 of the Warranty Terms and Conditions must be lodged by the person in charge at the place of delivery of the Vehicle, i.e., at the address Strakonická 2860/4, Praha 5, or at another place of delivery of the Vehicle. The complaint is resolved immediately at the delivery place and the reproach of the defect is recorded in the

Handover protocol and the supplement is certified by the signatures of the Company and the Renter so that the reproach of the defect of the Renter is obvious at the end of the lease and the return of the Vehicle.

2.6. If the defect does not prevent the proper use of the Vehicle, the Renter has the right to provide a reasonable discount on rent. If the defect prevents the proper use of the Vehicle, the Renter has the right to a replacement Vehicle of the same or similar type. If the Company is unable to provide such a Vehicle, the Lease Agreement is canceled, and the Renter has the right to return all services provided to the Company.

3. Lease Duration

3.1. Since from the moment when the Vehicle is taken over by the Renter until the Vehicle is again overtaken by the Company, the Renter exercises full control over the Vehicle, the Renter is obliged to continuously check whether the Vehicle does not show defects.

3.2. The Renter undertakes to notify the Company immediately by telephone (tel. Contact: +420 602215181) and subsequently in writing (by e-mail to recepce@easyrent.cz) of any defects in the Vehicle, whether they require a repair or not.

3.3. In the case of the procedure pursuant to Article 3.2 of these Warranty Terms and Conditions, another procedure is agreed between the Renter and the Company by telephone, i.e., whether the Renter or the Company will carry out the repair and at whose expense. This procedure will then be confirmed in writing (by e-mail).

3.4. If it is a defect for which the Company is responsible, the Company is obliged to remove it within 3 days of its reproach. If the Company does not eliminate the defect within this period and if the Renter can use the Vehicle only with difficulty, the Renter is entitled to a reasonable discount on the rent or may make the repair himself and demand reimbursement of reasonable costs. However, if the defect makes use difficult or makes it completely impossible to use, the Renter has the right to terminate the lease without notice.

4. Return of the Vehicle to the Company

4.1. The Vehicle is returned at the agreed time and place. Unless otherwise agreed in the Lease agreement, the Vehicle is to be returned at the address of the Company's registered office Strakonická 2860/4, Praha 5.

4.2. A record of the condition of the Vehicle upon its return by the Renter to the Company, including any defects, will be written in the second part of the Handover protocol. The Renter and the Company are obliged to sign the Handover protocol. The Company and the Renter are also entitled to obtain photo documentation, or video documentation of the Vehicle, capturing its condition at the time of return and additional inspections and the date and time of its acquisition.

4.3. The Company is entitled to carry out an additional inspection of the Vehicle under the conditions stipulated in the Lease agreement (especially if it was not possible to inspect the Vehicle upon its return due to vehicle befoulment, bad weather conditions, or darkness).

4.4. Provided that the defect occurred no earlier than 12 hours before the return of the Vehicle, the Renter is entitled to reprimand it even when returning the Vehicle. If it is a defect

for which the Renter could use the Vehicle only with difficulty, the Renter is entitled to a reasonable discount. In the event of a defect that complicates the use in a fundamental way, or makes it impossible to use, the Renter has the right to terminate the lease without notice.

5. Final Provisions

5.1. The Warranty Terms and Conditions are governed by the legal regulations of the Czech Republic, in particular Act no. No. 89/2012 Coll., Civil Code, as amended.

5.2. The Warranty Terms and Conditions can only be changed in writing.

These Warranty Terms and Conditions come into force and effect on 1.4.2021.