

GENERAL MOTOR VEHICLE RENTAL TERMS AND CONDITIONS

to the rental agreement concluded with entrepreneurs and i
to the rental agreement concluded with consumers

1. Introductory Provisions

1.1 The company AKRA broker s.r.o., ID No.: 24786284, with its registered office at Nový Zlíčov 3172/6, 150 00 Praha 5, registered in the Commercial Register kept 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.

1.3 Prior to the conclusion of the Agreement, the Lessor shall be entitled to check whether the Lessee is capable of paying the claims related to the Agreement. For this purpose, the Lessor is entitled to verify whether there are any insolvency or execution proceedings against the assets or person of the Lessee. If it is proved that such proceedings are pending, the Lessor may not conclude the Agreement with the Lessee.

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, a foreign highway stamp (if the Lessor has given written consent to use the Vehicle abroad), fee for exceeding the daily mileage limit (unless an unlimited daily mileage limit has been agreed), 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.

2.4 The rental fee for the rental of the Vehicle is the amount specified in the Agreement for each day started.

3. Deposit / late charge

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.

3.4 The Lessor may require the Lessee to consent to pay in form of a late charge payment of up to CZK 100.000, by which the Lessee permits the Lessor to satisfy its claims against the Lessee resulting and relating to the Agreement from the Lessee's credit or debit card.

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, and to observe the speed limits under the Agreement in countries without speed limits.

4.3 The Lessee is obliged to use only the types of fuels 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, may not use Vehicle to drive off-road, the Lessee must refrain from aggressive driving, including hard braking and acceleration, intentional skidding, drifting or turning the engine at high speed before it warms up. The Lessee may not take part in competitions and other motor racing with the Vehicle and may not use the Vehicle to operate a taxi service.

4.6 The Lessee is not entitled to use the Vehicle for trips outside the Czech Republic, or to transport the Vehicle outside the Czech Republic in any other way, without the Lessor's prior written consent. The Lessor's consent for trips outside the Czech Republic may be granted for certain countries, cities or routes.

4.7 The Lessee is always and, in all circumstances, obliged to lock the Vehicle properly when it is not in use, and if the Vehicle is also equipped with mechanical security (e.g. shift lever lock), always use it. The Lessee is obliged to prevent third parties from accessing the keys or starter card to the Vehicle.

4.8 The Lessee must not wash the Vehicle in a brush washer or to wash the Vehicle by any other contact method, as the unprofessional or careless washing and cleaning or the use of unsuitable washing and cleaning products and tools would cause irreversible damage to the paint of the Vehicle or its interior and thus reduce the value of the Vehicle. In order to comply with the Lessee's obligation to maintain the Vehicle in the condition in which it was handed over (e.g. in warm weather it may be impossible to remove insect soiling after a certain period of time), the Lessee is obliged to wash the Vehicle in a non-contact car wash or by himself using a WAP high-pressure cleaner. It is forbidden to use any chemicals to clean and treat the body and interior of the Vehicle and to use any air fresheners.

4.9 The Lessee shall be obliged to hand over the Vehicle to the Lessor in the same condition in which it was received, i.e. washed in a hand or non-contact car wash, dried and with cleaned interior. The Vehicle should be washed in the vicinity of the place of handover so that it does not become dirty again on the way to the place of handover. If the Lessee violates this obligation, he/she will be charged a flat-rate reimbursement of costs for washing, cleaning and disinfection of the Vehicle in the amount of CZK 2,000,- excluding VAT (CZK 2,420,- including VAT).

4.10 If the Vehicle is handed over at the Parking Lot at Novodvorská 1800/136, Prague 4, floor -1, the Lessor recommends that the Vehicle be washed at the Express Car Wash at Novodvorská 1800/136, Prague 4, floor -1 in order to fulfil the obligation under Article 4.9. In such case, the Lessee should book a date for washing the Vehicle by telephone, email or in the car wash's reservation system no later than 24 hours before the Vehicle is to be returned. The Vehicle will then be washed and ready for handover within 60 minutes of its arrival at the Parking Lot. Only then is the condition of the returned Vehicle inspected and the Vehicle is handed over to the Lessor. Simply leaving the Vehicle at the Automyčka Express shall not be deemed to be a return of the Vehicle.

4.11 If the Vehicle is returned early, the Lessee is obliged to pay the Lessor a contractual penalty in the amount of 100% of the rental fee for the remaining agreed rental period, but for a maximum of remaining 7 days of the Vehicle rental. During the summer season (i.e. from 1 May to 30 September), the contractual penalty for vehicles of the "convertible", "minibus", "electric" and "sport and luxury vehicles" class is limited to the remaining 14 days of rental period.

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 return the Vehicle with a full fuel tank to the Lessor.

5.2 Refuelling 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. Cancellation Policy

7.1 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 paid advance will be refunded in full, reduced by a cancellation fee of 2,000 CZK excluding VAT to cover the administrative costs of the Lessor for order cancellation.

7.2 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 100 % of rental fee for agreed rental period, but for a maximum of 3 days of rental of the Vehicle. The advance paid will be reduced by this amount and the rest of the advance will be returned to the Lessee within 30 days from the date of cancellation of the order. If the amount of the advance is lower than the amount of the cancellation fee, the Lessor retains the advance paid by the Lessee in full.

7.3 If the Lessee cancels the order after the agreed time of taking over the Vehicle, the Lessee will be charged a cancellation fee of 100% of the rental fee for the agreed rental period, but for a maximum of 7 days of rental of the Vehicle. The advance will be reduced by this amount and the rest of the advance will be returned to the Lessee within 30 days from the date of order cancellation. If the amount of the advance is lower than the amount of the cancellation fee, the Lessor retains the advance paid by the Lessee in full.

7.4 If due to late cancellation or failure to cancel the order the Lessor:

7.4.1. delivers the Vehicle outside the Lessor's Parking areas or outside the area of the Václav Havel Airport according to the Agreement in vain, the Lessor may charge a flat-rate reimbursement of costs in the amount of CZK 2,500 excluding VAT for delivery the Vehicle outside the City of Prague or a fee of 999 CZK excluding VAT for delivery the Vehicle within the City of Prague,

7.4.2. prepares in vain the Vehicle for delivery on Saturday, Sunday or on a public holiday, or on working days between 5:00 pm and 9:00 am, the Lessor may charge a flat-rate reimbursement of costs in the amount of 999 CZK excluding VAT. The advance will be reduced by this amount and the rest of the advance will be returned to the Lessee within 30 days from the date of cancellation of the order.

7.5 If the Lessee (or a person acting on behalf of the Lessee), after signing the Agreement, breaches the obligation to sign or provide any of the documents provided for by the Agreement (e.g. to issue a secured promissory note, or to conclude agreement on a promissory note filling right), the Lessor has the right to withdraw from the Agreement.

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

8.1 During the summer season (i.e. from 1.5. to 30.9), the following special cancellation conditions apply to the vehicles of the "convertible", "minibus", "electric" and "sport and luxury vehicles" class (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 companies.

8.1.1 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 excluding VAT to cover the Lessor's administrative costs for order cancellation.

8.1.2 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, but for a maximum of 14 days of holiday vehicle rental.

8.1.3 If the Lessee cancels a holiday vehicle order less than 48 hours before the start of the agreed rental or after the agreed time of taking over the Vehicle, the Lessee will be charged a cancellation fee of 100 % of the rental fee, but for a maximum of 14 days holiday vehicle rental. The advance will be reduced by the amount specified in Article 8.1.1, 8.1.2 or 8.1.3 of these General Terms and Conditions and the rest of the advance will be returned to the Lessee within 30 days from the date of cancellation of the order. If the amount of the advance is lower than the amount of the cancellation fee, the Lessor retains the advance paid by the Lessee in full. Art. 7.4 of these General Terms and Conditions shall apply mutatis mutandis.

8.2 If the Lessee (or a person acting on behalf of the Lessee), after signing the Agreement, breaches the obligation to sign or provide any of the documents provided for by the Agreement (e.g. to issue a secured promissory note, or to conclude agreement on a promissory note filling right), the Lessor has the right to withdraw from the Agreement.

9. Vehicle availability

9.1 After the reservation of the Vehicle, a draft Agreement is sent to the Lessee. This proposal may include the identification of the specific Vehicle, which is, however, non-binding, as the Lessee chooses only the type of Vehicle when booking.

9.2 If the Lessor does not have the reserved type of Vehicle available at the time of concluding the Agreement (e.g. due to damage by the previous Lessee or late return), the Lessor shall preferably offer the Lessee a Vehicle of a different type but of the same category. If this is not possible, the Lessor will offer a Vehicle of a higher category but without any increase in the rental fee. If this is also not possible, the Lessor shall offer the Lessee a Vehicle of a lower category. If the Lessee agrees to rent a lower category Vehicle, the Lessee will be charged the rent corresponding to the lower category Vehicle. In the latter case, the Lessee will be entitled to a refund of the corresponding part of the advance already paid upon signing the Agreement.

9.3 If the Lessor, despite all efforts, is unable to offer the Lessee any Vehicle, which will be an exceptional case given the breadth of the fleet, the Lessee shall be entitled to a full refund of the advance paid. At the same time, the Lessor undertakes to use all efforts that may be reasonably required of it to arrange for the Lessee to enter into a rental agreement with another reputable rental company.

10. Limitation of liability in specified cases (deductibles)

10.1 The rental fee under the Agreement shall include a basic limitation of the Lessee's liability for damage to the Vehicle, subject to the terms and conditions of the Agreement, such that the Lessee's deductible in certain cases shall be 10 % of the damage caused (depending on the type of Vehicle), together with a minimum amount for each individual claim.

10.2 For a fee, the Lessee may add a zero deductible service which, subject to the terms of the Agreement, limits the Lessee's liability for damage to the Vehicle in certain cases to 0 % of the damage caused.

10.3 The specific amount of the agreed deductible is set out in each Agreement.

10.4 For certain types of damage (e.g. damage caused intentionally or by gross negligence, damage to tires and wheel rims), damage caused by breach of certain selected contractual obligations and in other cases specified in the Agreement, the deductible shall not apply and the Lessee shall pay the full amount of the damage.

11. Final Provisions

11.1 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.

11.2 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.

11.3 Any disputes arising from this Agreement may be settled out of court. Pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended, the out-of-court settlement of consumer disputes between the Lessor and Lessee is entrusted to the Czech Trade Inspection Authority (hereinafter "CTIA") - Central Inspectorate, ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, web: www.coi.cz. The out-of-court settlement of consumer disputes is free of charge and the associated costs are borne by the parties themselves. The out-of-court settlement of consumer disputes will be initiated on a petition by the consumer, which must contain the particulars that, together with the petition form and other information, are available on the CTIA website (<https://www.coi.cz/informace-o-adr/>). The consumer may submit a petition to initiate the out-of-court settlement of a consumer dispute no later than 1 year from the time it first exercised its right with the entrepreneur.

11.4 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.

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

These General Terms and Conditions shall enter into force and effect on July 20, 2023.