

# Terms & Conditions

## General Terms of Trade of the Lessor for motor vehicle hire

### **Article 1 Conclusion and Period of the Contract**

The Contract on motor vehicle hire shall be regarded as concluded by signing the Contract on motor vehicle hire by the contractual parties and shall become effective on the day of signing (hereinafter referred to as „the Contract“).

By concluding the Contract, the lessor shall transfer to the renter right for the use of a motor vehicle during the agreed upon period. The validity of the contract may be extended upon agreement of the contractual parties.

### **Article 2 Take-over of the Vehicle**

The renter should receive vehicle (hereinafter referred to as „the vehicle“) with full tank together with registration license, car keys and alarm keys as well as other documents required for the use of the vehicle. All damages and complaints regarding rented vehicle must be applied at time of vehicle take over (before moving from the parking lot) and must be entered in Rental Agreement.

### **Article 3 Rental and Other Charges**

The renter is liable to pay lessor the charges contained in the price list in force at the time of renting shall apply. In addition he has to pay all fines and court costs for parking, traffic or other legal violations assessed against the vehicle, renter, other driver lessor until the vehicle is returned, except where caused through fault of lessor. In the event of a delay of the renter in the payment of rental, the renter shall be obliged to pay the lessor, together with the rental, a default interest amounting to 0,06%, for each reckoned day of delay. If, upon the return of the vehicle, the fuel tank is not filled-up, the renter shall be obliged to pay the lessor a charge for the fuel tank not being filled up upon the return of the vehicle according to current price list. If the interior of the vehicle is dirty to a disproportionate extent upon the return of the vehicle, the renter shall be obliged to pay the lessor a lump-sum payment for the vehicle being dirty that amounts. The running cost for the vehicle operation during the period of hire shall be borne by the renter. The renter shall not be entitled to withhold or reduce the rental and other payments related to the hire or to set them off against the claims he may have towards the lessor. The provision above shall also apply in case that the right for responsibility for defects is exercised or other counterclaims are made.

### **Article 4 Rights and Obligations of the Lessee**

The motor vehicle under the hire may only be driven by the renter or his/her spouse. If the renter is a legal entity, the motor vehicle may only be driven by an employee, or a member of the statutory body thereof. The renter shall be liable for the fact that the vehicle is driven only by a person capable and competent to drive motor vehicles of the same category within which the vehicle falls. The renter shall not use the vehicle: use the vehicle to engage in any motorist or sport events; use the vehicle to transport highly flammable, radioactive, toxic and other dangerous substances; sell, pledge, grant, re-hire or lend the vehicle to third parties; use the vehicle to transport passengers or property for compensation; use the vehicle to tow or drive any vehicle or trailer; use the vehicle to travel abroad without prior consent of the lessor; under the influence of narcotic, drugs or alcohol; to use the vehicle in a manner contrary to the Contract or the purpose thereof. The renter shall be obliged to use the integrated theft alarm system each time he leaves the vehicle. The renter shall be liable to the full extent for any damage caused by improper securing of the vehicle. The renter shall not be entitled to carry out any modifications of the vehicle (reconstructions or changes in the interior) nor to adapt the external look of the vehicle in any other manner without the consent of the lessor. Otherwise, he shall be obliged to provide the lessor with the compensation for the damage incurred by carrying out the above-mentioned modifications without the lessor's consent.

### **Article 5 Rights and Obligations of the Lessor**

The Lessor is the owner of the vehicle.

Regular examinations of the vehicle required by law and repairs of the vehicle shall be done solely by the lessor. Regular examinations required by law or repairs of the vehicle by third parties shall require prior written consent of the lessor. The rental shall not be paid within the period of hire during which the renter cannot use the vehicle due to repairs of defects or damage that occurred through no fault of the renter. The costs of repair of defects or damage that was caused by the

renter and that was not compensated by an insurance company shall be paid by the renter. If the insurance company compensates the damage in part, the renter shall pay the remaining part.

#### **Article 6 Damage, Destruction, Theft and Loss of the Vehicle and Responsibility for Damage**

The renter shall be obliged to take care to prevent the damage, destruction, theft or loss of the vehicle. If the renter causes damage to a third party vehicle, property or health, he shall be obliged to notify the lessor of the said fact without undue delay. If the renter fails to notify the lessor of the damage incurred, the renter shall be liable to the full extent for damage caused to a third party's vehicle, property or health.

In case of an insurance event (damage, theft of the vehicle) the renter shall pay an Excess for its participation of the amount of the damage or loss. In the event of a traffic accident involving the renter with the hired vehicle, the renter shall be obliged to notify the police without undue delay and submit a written report to the lessor. The report shall contain, in particular, the names and addresses of the persons involved in the accident as well as of the witnesses thereof, licence plate numbers of vehicles involved and the specification of the respective Police Department investigating the accident. The titles of other persons involved in the accident, or third parties shall not be acknowledged by the renter without written consent of the lessor. The renter shall be obliged to notify the lessor without undue delay of any damage to the vehicle that occurred within the period of hire (i.e. including any damage caused by other means than by a traffic accident). Furthermore, the lessor shall be obliged to notify the above-mentioned matters to the respective Police Department if the amount of the damage exceeds 3.990 Eur. The renter shall be liable to the full extent for any damage to the vehicle that occurred through his fault. In the event of a complete destruction or theft of the vehicle, the renter shall be obliged to pay the lessor the balance between the purchase price of the vehicle and the insurance benefit.

#### **Article 7 Return of the Vehicle**

On the day of expiration of the agreed upon hire period, the renter shall be obliged to return the vehicle including its accessories, equipment, documents and keys to the lessor at the agreed upon place in the same condition in which it was provided taking into account its common wear and tear. The lessor shall be obliged to accept the vehicle. The return of the vehicle at a place different from what was agreed upon shall only be allowed on the basis of an agreement with the lessor and for an additional lump-sum payment. The return of the vehicle including its accessories, equipment, documents and keys after the day of expiration of the Contract shall be regarded as a delayed return of the vehicle whereby the lessor shall be entitled to take the vehicle away from the renter, or to carry out steps he may deem necessary including his use of services offered by a specialized organization for which he is hereby entitled. The cost related to the take-away of the vehicle shall be borne by the renter. In the event of a delayed return of the vehicle, the renter shall be obliged to pay the lessor a rental for each reckoned day of such a delay. In the event of a loss of keys or documents, the renter shall be obliged to pay the lessor for each object that he fails to return to the lessor in time.

#### **Article 8 Expiration of the Hire**

The period of hire shall expire by the expiration of the period of hire unless otherwise agreed upon by the lessor and the renter. The renter may return the vehicle before the expiration of the period of hire, but only within working hours of the respective lessor's office. If the period of hire was not agreed upon when concluding the contract, the renter shall be entitled to return the vehicle to the lessor within the working hours of the respective office. The lessor shall be entitled to withdraw from the contract with immediate effect: a, if the renter is in delay with the payment of the rental for a period exceeding 15 days, b, if the car has been damaged, c, in the event of the renter's decease or in the event of a reduced capacity, or incapacity of the renter to take legal actions unless the rights and obligations under the hire contract can be transferred to his legal successor (heir) within a deadline determined by one period of hire, d, if the renter is legally obliged to, or intends of his own accord to wind up, e, or liquidate his company or trade, or in the event of a substantial deterioration of the renter's economic situation, i.e. upon the commencement of his liquidation or upon the declaration of bankruptcy proceeding etc., f, and in the event of another serious breach of the provisions of the Contract or of the General Terms of Trade. The hire of the vehicle shall cease to exist by the destruction, loss or theft thereof.

#### **Article 9 Final Provisions**

By signing the Contract, the renter agrees that the data listed in the Contract may be processed, provided, made accessible, stored and transferred electronically by the lessor, any subsidiary

company thereof, a Europcar license holder, or an associated company of Europcar. Any modification of the Contract or these General Terms of Trade may only be executed by means of written amendments signed by the both contractual parties. The Slovak language version of the contract is decisive. The legal relation according to this Contract follow by Slovak law and they are governed by commercial law also in case the renter is private person. For all legal disputes arising from this rental agreement and General Terms of Trade the parties to the agreement agree on the applicability of Slovak law as well as on the responsibility of the materially competent court in Slovak Republic.