

General Terms and Conditions of the Rental Agreement

The General Terms and Conditions of vehicle rental (hereinafter referred to as the "GTC") are an integral part of the Rental Agreement (hereinafter referred to as the "RA"), which is entered into pursuant to the provisions of Section 2321 et seq. of Act No. 89/2012 Coll., the Civil Code, by and between CAR4WAY a.s., with its registered office at Chořanky 166, 290 01 Poděbrady, ID No. 25131401, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 4741 (hereinafter referred to as the "Lessor"), and the renter specified in the RA (hereinafter referred to as the "Renter"). Pursuant to the RA, the vehicle (hereinafter referred to as the "Vehicle") specified in the RA shall be rented to the Renter for temporary use.

1. Rental of the Vehicle, handover of the Vehicle, return of the Vehicle

- 1.1 The rental of the Vehicle shall be established on the basis of the RA entered into by and between the Lessor and the Renter. The RA shall be entered into for a fixed period of time, and shall become valid and effective at the moment of its signing by both Parties.
- 1.2 The RA shall be terminated:
- o upon expiry of the agreed rental period; or
 - o by a written agreement signed by both the Lessor and the Renter; or
 - o by a written termination notice by the Lessor due to the withdrawal of the Vehicle from service for car rental purposes or due to a material breach of the RA by the Renter, without a notice period, where a material breach of the RA is deemed to include but not be limited to the Renter's delay with payment of the agreed rent or use of the Vehicle in violation of the law, the terms of the RA and these GTC; or
 - o by a written termination notice by the Renter for the reason and under the conditions set out in Section 7.4 of the GTC.
- If the Renter materially breaches the Renter's obligations under the RA and the GTC, including but not limited to cases where the Renter uses the Vehicle in violation of the RA and/or the GTC, or in a manner that causes damage to the Lessor, or if there is a risk of significant damage to the Vehicle, the Lessor shall be entitled to withdraw from the RA immediately. The Lessor shall also be entitled to withdraw from the RA if the Renter fails to pay the invoiced amounts properly and in time despite the Lessor's reminders.
- The Lessor shall be entitled to withdraw the Vehicle from service for car rental purposes due to the end of financing of the Vehicle. In such case, the RA shall be terminated by a termination notice without a notice period by the Lessor, and the Renter shall be obliged to promptly return the Vehicle upon the Lessor's request. In such case, should the Renter wish so, the Lessor undertakes to enter into a new RA with the Renter for the same or similar type of vehicle under similar terms and conditions of the original RA.
- 1.3 The termination notice shall take effect upon its delivery to the other Party.
- 1.4 The RA may only be extended in writing upon the Renter's request delivered to the Lessor no later than 2 days before the expiry of the agreed rental period. The rental shall be extended under the same terms and conditions as agreed in the RA, always upon payment of the agreed amount of rent for the next (extended) period. The Lessor shall subsequently confirm such extension to the Renter in writing. The written form for the purposes of the Renter's request or the Lessor's confirmation shall also remain if email is used.
- 1.5 If the RA is not extended as set out above, the return of the Vehicle by the Renter at a later date than agreed in the RA shall be deemed to be a material breach of the RA. In addition, such action by the Renter shall be deemed to be unauthorised use of another person's property and may result in criminal penalties. In the event of unauthorised use of the Vehicle in the period from the date of termination of the rental at the agreed date (without a proper extension of the rental) until the Vehicle is returned to the Lessor, the Renter commits unjust enrichment, which the Renter shall be obliged to hand over to the Lessor, in the amount of the usual rent for the entire period of actual use of the Vehicle according to the Lessor's price conditions, including all related fees and costs (including penalty fees and costs). In the event of late return of the Vehicle for a longer period of time without proper excuse or justification, the Lessor shall be entitled to gain access to the Vehicle and retrieve the Vehicle from the Renter. In such case, the Lessor shall be entitled to charge the Renter for any and all costs of the retrieval of the Vehicle.
- 1.6 Unless the Parties agree otherwise in writing, the Renter shall lose the right to limit the Renter's liability based on the agreed terms and conditions and scope of insurance coverage upon termination of the rental (see Section 4.3 of the GTC).
- 1.7 The Lessor shall be obliged to hand over the Vehicle to the Renter in good technical condition, with a full tank of fuel, with all necessary documents, with a clean interior and exterior of the Vehicle, and at the place and time agreed in the RA. Any defects, objections and complaints found relating to the Vehicle must be submitted by the Renter upon receiving the Vehicle in the "Vehicle Condition Report", which is an integral part of the RA.
- 1.8 The Renter shall be obliged to return the Vehicle including all accessories and documents to the Lessor at the place and time agreed in the RA. The Renter shall be obliged to return the Vehicle with a full tank of fuel and in the same condition in which it was received, taking into account normal wear and tear. The extent of acceptable/unacceptable wear and tear is laid down in the Wear and Tear Code – see www.car4way.cz/nejcastejsi-dotazy/pujcovna-aut. A "Vehicle Condition Report" shall always be drawn up on the return of the Vehicle. Only a staff member designated by the Lessor is authorised to receive the Vehicle, including any documents and keys. The Renter shall be liable for any and all damage recorded in the Vehicle Condition Report (hereinafter referred to as "Detected Damage"), as well as for the damage detected during a detailed inspection of the Vehicle by the Lessor's expert representative within 48 hours of the return of the Vehicle to the Lessor (hereinafter referred to as "Additional Detected Damage"). The Lessor shall notify the Renter of the Additional Detected Damage in writing (by email) without undue delay.
- 1.9 The Renter shall be entitled to return the Vehicle outside the place agreed in the RA only with the Lessor's consent. Otherwise, such return shall not be deemed to be proper, and the Renter shall be obliged to pay, inter alia, a penalty fee in the amount of the agreed rent until the Vehicle is properly returned.
- 1.10 In the event of loss or theft of the Vehicle, the Renter shall be obliged to pay, inter alia, a penalty fee in the amount of the agreed rent until the Renter reports such loss or theft of the Vehicle to the Lessor or the Lessor otherwise becomes aware of such facts.
- 1.11 In justified cases where there is concern that the collection of claims against the Tenant would be jeopardized or significantly hindered, the Lessor may require the Tenant to provide a deposit, the amount of which is specified in the Price List. The deposit will be collected and held by the Lessor throughout the duration of the Lease Agreement, and in the event of its termination, it will be returned to the Tenant after deducting any outstanding claims the Lessor may have against the Tenant.

2. Rent amount and method of payment

- 2.1 The rent amount shall be governed by the valid Car Rental Price List and its specific amount is set out in the RA. The Renter shall be obliged to pay the rent to the Lessor properly and in time. In addition to the rent, the Lessor shall be entitled to charge the Renter fees and costs incurred in connection with the use of the Vehicle and, as the case may be, penalty fees within the meaning of the individual provisions of these GTC (hereinafter referred to as the "Fees"); the amount of the Fees shall be governed by the valid Schedule of Services and Fees, which is included in the Car Rental Price List (the Car Rental Price List and the Schedule of Services and Fees hereinafter referred to as the "Price List"). The current wording of the Price List is available on the Lessor's website at www.car4way.cz/autopujcovna.
- 2.2 The rent shall always be payable in advance (i.e. no later than the moment of the agreed commencement of the RA), unless agreed otherwise. The Lessor shall always be obliged to issue a tax document to the Renter.
- 2.3 The rent does not include the cost of fuel, including any other car fluids, cleaning and washing of the Vehicle, and foreign toll stickers (if the Lessor has given written consent to use the Vehicle abroad).

3. Rights and obligations of the Parties

- 3.1 The driver of the Vehicle may only be the person(s) listed in the RA. Listing a second and additional driver in the RA is charged according to the Price List. Persons other than those listed in the RA shall not be entitled to drive the Vehicle. The Renter shall be fully liable for compliance with this obligation.
- 3.2 The Renter shall be obliged to use the Vehicle solely for the purpose for which it is intended, comply with all traffic, customs and other applicable laws and regulations, and act in such a way as to avoid damage to property and health. Furthermore, the Renter shall be obliged to use the Vehicle in a manner customary and in accordance with the standards and regulations for the type of vehicle. This includes but is not limited to regular service inspections of the Vehicle based on the age of the Vehicle or the number of kilometres driven and compliance with the parameters set by the manufacturer regarding the technical condition of the Vehicle, the amount of engine oil, coolant, tyre inflation, type of fuel, compliance with warranty periods, etc. In case of a Vehicle with an alternative drive, the Renter confirms by signing the RA that the Renter has become acquainted in detail with the conditions of operation and use of such vehicle, with the use of filling stations or, as the case may be, charging stations and with the instructions for parking/garaging such vehicle.
- 3.3 The Renter shall be obliged to take proper care of the Vehicle in terms of preventing damage, including the obligation to comply with the conditions and recommendations laid down by the Lessor. The Renter shall be obliged to secure the Vehicle against theft, damage or interference by any third parties not authorised to use the Vehicle. In particular, the Renter shall not leave the keys and documents of the Vehicle in the parked Vehicle and shall always be obliged to lock the parked Vehicle properly. Any breach of any of these obligations shall be deemed to be a material breach of the RA. The Lessor recommends the use of guarded car parks and garages for parking purposes.

- 3.4 There is a strict no smoking policy in all of the Lessor's Vehicles. In the event of a breach of this obligation, the Lessor shall be entitled to charge the Renter a fee in accordance with the Price List.
- 3.5 Unless specified otherwise in the RA, the Renter shall not be entitled to participate in motor races and competitions with the Vehicle, to use the Vehicle for a consideration for the purpose of transporting persons or property, to use the Vehicle for travelling abroad without the prior consent of the Lessor, to make changes and modifications to the Vehicle, and to operate the Vehicle off standard roads or roads intended for the operation of road vehicles.
- 3.6 Exclusions relating to foreign travel (unless otherwise individually and expressly agreed beyond the normal prior consent of the Lessor under the preceding Section):
- 3.6 a) Excluded countries: according to the territorial validity stated on the currently valid insurance document. Countries outside the continent of Europe are also excluded.
 - 3.6 b) The Vehicle must not be transported by boat or ferry, including in countries not listed in Subsection above a).
- 3.7 The Renter shall be obliged to ensure that the Vehicle is not driven by a person under the influence of alcohol, narcotics, medication or other substances that may cause impaired perception and reactions.
- 3.8 The Lessor shall be entitled to inspect the Vehicle at any time to determine whether the Vehicle is being used properly and in accordance with the terms of the RA and these GTC. The Renter shall be obliged to allow the Lessor to make such inspection.
- 3.9 Any and all repairs including routine repairs and maintenance of the Vehicle (hereinafter referred to as "Repairs and Maintenance") shall be carried out at the Renter's cost (except for timely periodic service inspections, acknowledged warranty repairs and insured events actually paid by the insurance company). To perform Repairs and Maintenance, the Renter shall be obliged to use the Lessor's service contractors, a list of which is provided on the Lessor's website at www.car4way.cz/nejcastejsi-dotazy/pujcovna-aut, unless agreed otherwise by the Parties. During the period of restriction of the use of the Vehicle due to Repairs and Maintenance, the Renter shall be entitled to request from the Lessor the provision of the Vehicle of the same or similar quality in order to continue the contractual relationship.
- 3.10 The Renter shall be obliged to notify the Lessor without undue delay of the occurrence of any defects that become apparent on the Vehicle during use. If the Renter fails to comply with this obligation without undue delay, the Renter shall be liable to the Lessor for any damage resulting from the Renter's failure to notify the defect.
- 3.11 The costs of the loss of documents, keys or tools included in the Vehicle equipment shall always be borne by the Renter, including the administrative costs associated therewith, in the amount set out in the Price List. In cases not covered by the Price List, the Renter shall be obliged to pay such costs in full.
- 3.12 The Renter shall be fully liable for any traffic offences under the Road Traffic Act or other generally binding regulations. Therefore, the Renter shall be obliged to pay to the Lessor, as the operator of the Vehicle, all fees, fines, specified amounts or other consequences of the breach of traffic regulations or laws paid by the Lessor during the term of the RA. By signing the front page of the RA, the Renter agrees to be charged such fine/specified amount or other penalty, including the administrative fee as per the Price List, including retrospectively.
- 3.13 For each breach of any prohibition or obligation of the Renter laid down in the RA and/or the GTC, the Lessor shall be entitled to demand from the Renter a contractual penalty of CZK 10,000.
- 3.14 The Renter shall be obliged to report any change of the contact details to the Lessor without undue delay, otherwise the Renter shall be fully liable for any damage resulting from the use of outdated contact details by the Lessor.

4. Vehicle insurance

- 4.1 The Lessor shall provide insurance coverage for the Vehicle to the extent and under the terms of the statutory insurance for liability for damage caused by the operation of the Vehicle ("compulsory motor third party liability insurance"). Proof of insurance is part of the Vehicle equipment.
- 4.2 The Lessor shall also provide insurance for the Vehicle for damage under the collision insurance and insurance for theft of the Vehicle up to the amount of the agreed excess pursuant to the terms and conditions of the Lessor's insurance company.
- 4.3 The Renter shall be obliged to reimburse the Lessor for damage to the Vehicle up to the amount of the Lessor's excess, if the insurance company provides such insurance benefit. The amount of the Renter's liability shall not be limited in cases where there is no insured event, the insurance company does not cover the damage or refuses to provide insurance benefit due to the Renter's fault, in particular in the event of a breach of the law, the RA and the GTC and/or where the damage is not covered by the insurance. The Renter shall be entitled at any time to request the Lessor to produce the insurance terms and conditions of the Vehicle or to request information about the insurance.

5. Procedure in the event of a loss event

- 5.1 In the event of a traffic accident, theft or damage to the vehicle or any of its parts with damage exceeding CZK 100,000 and in the event of injury or death of any persons as a result of a traffic accident (regardless of the Renter's fault), the Renter shall always be obliged to call the police to investigate the traffic accident and to remain at the scene of the accident until the police arrive and draw up a report. In all other cases, the party at fault must be clearly identified from among the parties involved in the accident and recorded in writing, otherwise the Renter shall be liable for such damage in full.
- 5.2 In the event of any loss event, the Renter shall be obliged to duly and completely fill in the "Accident Report" form, which the Renter shall receive together with the documents for the Vehicle. If the Vehicle is immobile as a result of the accident, the Renter shall be obliged to secure the Vehicle against further damage or theft.
- 5.3 The Renter shall be obliged to notify the Lessor immediately, but no later than within 24 hours, of any loss event concerning the Vehicle (theft or damage to the Vehicle), as well as to indicate the location where the Vehicle is located, and shall also be obliged to notify the Lessor of the consequences of the accident consisting in injury or death of any persons. The Renter shall be obliged to ensure that any and all documents and keys belonging to the Vehicle are handed over to the Lessor. Furthermore, the Renter shall be obliged to ensure that a duly completed "Accident Report" form is handed over immediately. The Renter shall be obliged to provide assistance to the police, the Lessor and the Lessor's insurance company in the investigation of the accident, in the settlement of the loss event and, as the case may be, in court proceedings.
- 5.4 In the event of a breach of the Renter's obligations under Section 5.2 and Section 5.3, the Renter shall be charged the agreed daily rate by the Lessor until the Renter has duly reported the loss event and supplied any and all documents relating to the loss event. The Renter agrees to the above and undertakes to pay to the Lessor the price so charged.

6. Other provisions

- 6.1 The Renter agrees to the processing of personal data in accordance with Act No. 110/2019 Coll. by the Lessor. Due to the legitimate interest of the Lessor, including but not limited to cases where it is necessary to verify or confirm the Renter's solvency, the Renter expressly agrees that the Renter's personal data may be used or, as the case may be, provided to third parties for this purpose. Detailed information on the processing of personal data by the Lessor is available at <https://www.car4way.cz/gdpr>.
- 6.2 The Renter shall be liable for the completeness and truthfulness of all of the Renter's personal data provided to the Lessor for the purposes of the RA. The Renter shall be obliged to demonstrably and promptly report any change in the Renter's personal data to the Lessor. Otherwise, the Renter may not complain about any misconduct on the part of the Lessor due to the use of outdated personal data of the Renter (e.g. in the delivery process).
- 6.3 In the event of a delay in returning the Vehicle to the Lessor at the time and place specified, the Renter acknowledges that the Lessor will report the Vehicle as lost or stolen to the police authorities or, as the case may be, take legal action in a competent court, with the consequences that may arise for the Renter from such fact being borne solely by the Renter.
- 6.4 Any contractual penalties, penalties for traffic offences, penalty and other charges, as well as the billing for exceeding the agreed mileage limit and any other payments related to the RA and/or the GTC, shall be payable based on invoices issued by the Lessor.
- 6.5 In the event of the Renter's delay with payment of any monetary performance under the RA and/or GTC, the Renter shall be obliged to pay to the Lessor contractual interest on late payment of 0.1% for each commenced day of delay.
- 6.6 The payment of contractual penalties and any fees agreed in the RA and/or GTC shall not affect the Lessor's right to damages.

7. Final provisions

- 7.1 The RA shall become valid at the moment of signing by both Parties. The RA shall be entered into in at least two copies, each of the Parties receiving one copy, with the Czech language version of the Agreement being determinative.
- 7.2 The RA shall be governed by Czech law. Any disputes shall be settled in the Czech Republic by a court having subject-matter and local jurisdiction.
- 7.3 If any provision of the RA or the GTC becomes invalid or ineffective, the other provisions shall remain valid and effective. In such case, the invalid/ineffective provision shall be replaced by the Parties with such valid/effective provision that most closely corresponds to the meaning of the original intention.

- 7.4 The Lessor shall be entitled to unilaterally amend the GTC. Any amendment to the GTC shall be notified to the Renter by email. If the Renter disagrees with the amendment to the GTC, the Renter shall have the right to terminate the GTC in writing without a notice period, provided that the Renter's notice is given no later than 10 days after the notification is sent, otherwise the Renter shall be presumed to have agreed to the amendment to the GTC. If the Renter fails to give written notice due to an amendment to the GTC by the effective date of such amendment, the Renter shall be deemed to have consented to the amendment to the GTC.
- 7.5 The Renter declares that the Renter has become acquainted with and agrees to the contents of these GTC.