

## Article I

### Interpretation of Terms

- 1.1. **Agreement** - Agreement on the rent of the vehicle concluded into pursuant to § 630 and seq. Commercial Code, which refers to these General Terms and Conditions.
- 1.2. **Commercial Code** - Act no. 513/1991 Coll. Commercial Code, as amended.
- 1.3. **Civil Code** - Act No. 40/1964 Coll. the Civil Code, as amended.
- 1.4. **Personal Data Protection Act** - Act No. 18/2018 Coll. on the protection of personal data and on the amendment of certain laws, as amended.
- 1.5. **General Terms and Conditions (GTC)** - part of the Agreement to which the Agreement refers, which are mandatory for both Parties, which are an inseparable part of the Agreement.
- 1.6. **The Lessor** - a person authorized to operate the vehicle in rent.
- 1.7. **The Lessee** - any physical or legal entity who concludes an Agreement and has committed to fulfill it.
- 1.8. **The Parties** - a single name for the Lessor and Lessee.
- 1.9. **The Vehicle** - vehicle owned or in other legitimate use of the lessor, which is subject to the obligations of Parties and is specified in the Agreement.
- 1.10. **The Driver** - a person authorized to drive a vehicle that is specified as a Driver in the Agreement.
- 1.11. **Rent** - reward for rent agreed by the Parties which consists of the Charges for the Vehicle and Accessories fee to which the final calculation is specified in the Agreement.
- 1.12. **Charge for the Vehicle** - the sum of Daily rates.
- 1.13. **Daily rate** – is the price resulting from the current price list of the Lessor determined for 1 day of Renting the relevant Vehicle.
- 1.14. **Accessories fee** - the sum of the remaining charges for Accessories
- 1.15. **Accessories** - additional services except the Charges for Vehicle ordered by Lessee associated with Rental
- 1.16. **Reinsurance** – extra service that relieves the Lessee of liability for Damage to the extent specified by the Agreement and Terms and Conditions
- 1.17. **Rental** - temporary repayable provision of Vehicle from Lessor to Lessee under the conditions specified in the Agreement and GTC
- 1.18. **Deposit** - refundable deposit provided to Lessor by Lessee in temporary disposition in order to cover Damages or Rent.
- 1.19. **Damage** - any injury to the property of the lessor, regardless of whether it involves damage to property of the Lessor, property reduction of the Lessor or preventing or reducing of the property expansion of the Lessor. For the purposes of this Agreement, Damage also includes entitlements to liquidated damages, interest on arrears, penalties for offenses or other offenses or payments which the Lessor should be obliged to bear.

## Article II

### Subject matter of the Agreement

- 2.1 By the Agreement the Lessor undertakes to leave the vehicle for temporary use and the Lessee agrees to pay Rent.
- 2.2 The Lessor is mandatory to give the Lessee the Vehicle along with the necessary documents for the time period specified in the Agreement, otherwise without undue delay after the conclusion of the Agreement. Vehicle must be capable of operation and the use to which the vehicle is normally used.
- 2.3 The Lessee must pay rent to the Lessor.
- 2.4 When signing the Agreement, the Lessee undertakes in addition to Rent to pay deposits in favor of the Lessor.

- 3.1 The lessor undertakes to deliver the Vehicle to the Lessee at the place and time to which the Parties agreed in advance. With the delivery and reception of the vehicle the Lessor is obliged to input relevant data specified in the Agreement that the Lessee is entitled to control and that the Lessee undertakes to confirm by his/her signature. The Lessee agrees to make photocopies of personal documents (ID card, passport, driving license) for the purpose of concluding The Rental Agreement. For the aforementioned steps The Lessee grants his / her signature of this Rental Agreement to The Lessor to agree to do the photocopy of the personal documents. The moment of validation of input relevant data is when the Vehicle is handed over to the Lessee for rental.
- 3.2 The Lessee is obliged to return the Vehicle to the Lessor at the place and time agreed upon when concluding the Contract, unless the Contracting Parties have agreed otherwise. Upon return, the Lessor is obliged to take over the Vehicle, unless the Lessee returns the Vehicle outside the Lessor's operating hours. In such a case, the Vehicle will be collected either at the agreed time during the next three operating hours of the Lessor, if the Lessee requests participation in the collection at least 24 hours in advance, otherwise the Lessor will collect the Vehicle during the next operating hours of the Lessor without the participation of the Lessee. When taking over the Vehicle, the Lessor is obliged to carry out an inspection of the Vehicle and write down the output relevant data specified in the Agreement, which the participating Lessee is entitled to check and which he undertakes to confirm with his signature. In the event that the Lessee does not sign the output relevant data at the moment of completion of taking over the Vehicle, the data specified in the Agreement are considered confirmed.
- 3.3 The Lessee is entitled to use the Vehicle first from the moment of handover until the moment of its return, but not later than the expiration date of the Rental and other forms of termination of the Agreement.
- 3.4 The Lessee acknowledges the fact that if the Vehicle is not returned until expiration date of the Rental period and other forms of termination of the Agreement and the Parties have not agreed with the extension of the Rental period, the Lessee is not authorized to use the Vehicle, and such conduct may be classified as a criminal offense. The Lessor is in this case entitled to request the assistance of law enforcement authorities in criminal proceedings and is also entitled to take over the Vehicle at any time and anywhere without the knowledge, consent or cooperation of the Lessee.

## Article IV

### Payments and Terms of Payments

- 4.1 The rent is determined by agreement of the Parties, depending on the type of Vehicle, the Rental period, provided accessories or other circumstances set out in the Agreement.
- 4.2 Rent consists of the Charges for Vehicle and the Accessories fee.
- 4.3 Charges for Vehicle is based on the sum of the Daily rates. The Daily rate depends on the Rental period. Daily rate begins from the moment of Vehicle handover and ends 24 hours after the handover of the vehicle. Each started hour exceeding the time span of the Daily rate is considered to be the entitlement of the Lessor to charge the new Daily rate.
- 4.4. If the Lessee acting under a prior agreement with the Lessor returns the vehicle before the end or after the end of the originally agreed Rental period, the Lessee is required to pay Charges for Vehicle calculated based on a Daily rate to the actual duration of the Rental. This also applies to Accessories fee, if it depends on the number of days. This does not affect the provisions of potential penalties.
- 4.5. The Lessee is entitled to return the Vehicle before the expiration of the period agreed for the Rent under the previous paragraph and to pay the Vehicle Fee calculated according to the Daily Rate corresponding to the actual Rental Time only if the intention to return the Vehicle prior to the expiration of the agreed period for

the Rent has been notified to the Lessor at least 72 hours prior to the intended date of early return.

- 4.6. Daily rate includes the reward for Vehicle use, usual depreciation, motor insurance, accident car insurance, payments for authorization to use the toll sections of motorways and expressways in the Slovak Republic.
- 4.7. Accessories fee is dependent on quantity of Accessories ordered by the Lessee according to the current price list of the Lessor and is calculated as the sum of unit prices of Accessories by type, or multiplied by the number of days of the Rental period or number of units of Accessories
- 4.8. The payoff for Reinsurance depends on the type of Reinsurance. The Reinsurance has 2 types; Full Insurance (FI) and Super Full Insurance (SFI).
- 4.9. Full Insurance relieves the Lessee of the liability for Damage in the amount of the participation in the event of the occurrence of a claim liquidated within the accident insurance, which the insurance company providing the so-called accident insurance applied against the Lessor. However, the disclaimer of liability in FI does not apply if the Damage was caused intentionally by the Lessee or the Driver, by the Lessee or the Driver under the influence of alcohol, narcotics and psychotropic substances, poisons and other substances capable of adversely affecting human behavior, even if the Damage was caused on the wheels (tires and disks) of the Vehicle by anyone, in the interior of the Vehicle, or in the case of unauthorized Vehicle theft.
- 4.10. Super Full Insurance relieves the Lessee of the liability for Damage to the extent of Full Insurance, including the Damage caused on the wheels (tires and disks) of the Vehicle.
- 4.11. By signing the Agreement, the Lessee also undertakes to lodge the Deposit for the benefit of the Lessor for the purpose to cover the Damage or the Rent in the form of blocking financial means on a credit or debit card held in the name of the Lessee or Driver mentioned in the Agreement.
- 4.12. The Lessee must pay Rent in cash, by credit card or by bank transfer.
- 4.13. In case of cash payment the Lessee is obliged to pay cash to the Lessor in the corresponding amount hand-to-hand when signing the Agreement and the Lessor is obliged to issue a receipt to confirm received cash.
- 4.14. In case of credit card payment or bank transfer payment the Lessee is obliged to transfer the corresponding amount to the account of the Lessor so that it is available for Lessor when signing the Agreement. The Lessee is entitled to pass the cash funds in the favor of Lessor also in the form of blocking the corresponding amount on the Lessee's credit card. In connection with blockade of the credit card for the purpose mentioned above the Lessee must give the Lessor required data to the Lessor which he is only entitled to use in cases and under conditions specified in the Agreement.
- 4.15. Lessee agrees that the Lessor is entitled to use the Deposit in order to cover Damages or payment of Rent even with his/her possible additional disagreement expressed in any form. If the Lessee fails to pay within three days after he/she was acknowledged about Damage, had to be acknowledged about Damage or was asked to pay the Damage or Rent, whichever comes first.
- 4.16. In case of delay of any payment under this Agreement the Parties agreed to delay interest of 0.5% per day of the remaining amount, calculated from the first day of delay until full payment.

## **Article V**

### **Rights and obligations of the Lessor**

- 5.1 The Lessor undertakes to:
  - 5.1.1 hand over the Vehicle to the Lessee in a condition suitable for normal operation, with the necessary documents and equipment corresponding to the legal regulations of the Slovak Republic,
  - 5.1.2 to insure the Vehicle with compulsory contractual insurance and accident insurance,

- 5.1.3 keep the vehicle in proper condition for the road traffic,
- 5.1.4 to provide the Lessee with relevant information, instructions and recommendations in the event of vehicle breakdown, insurance claim or other circumstances,
- 5.1.5 ensure the necessary servicing of the Vehicle.

## **Article VI**

### **Rights and obligations of the Lessee**

- 6.1 The Lessee undertakes to:
  - 6.1.1 to drive the Vehicle exclusively personally or by the Driver and not to entrust the driving of the Vehicle to any other person whose driving was not previously agreed in writing with the Lessor,
  - 6.1.2 use the Vehicle only in a manner appropriate to the purpose for which the Vehicle is usually used. For the purposes of this Agreement, the purpose of using the Vehicle is the normal transportation of persons or things in accordance with the regulations governing road traffic rules while maintaining the driving methods recommended by the Vehicle manufacturer on roads intended for normal traffic of comparable Vehicles,
  - 6.1.3 not to use the vehicle outside the territory of the Slovak Republic without the prior written consent of the Lessor,
  - 6.1.4 not to drive the car more than 160km / hour,
  - 6.1.5 use the Vehicle in a way that will to avoid situations that might lead to an increased likelihood of damage. The Lessee is in this context obliged to check before driving condition of the Vehicle, in particular condition of engine oil, coolant, brake fluid, tire pressure, or other parts or features of the Vehicle, which could affect the handling of the vehicle or road safety,
  - 6.1.6 use the vehicle so that the number of driven kilometers does not exceed the daily limit of a maximum of 300 km, or monthly limit of no more than 5000 km. For the purposes of this section, to calculate the daily limit distance will be used an arithmetic average number of kilometers traveled for each day during the Rental period. To calculate the monthly limit on driven kilometers will be used an arithmetic average number of kilometers driven for each month during the Rental period,
  - 6.1.7 after leaving the Vehicle ensure all present Vehicle safety features fitted to a vehicle,
  - 6.1.8 immediately notify the Lessor in writing of any incident of damage or traffic accident, malfunction, damage or other defect of the Vehicle or Damage, perform all necessary actions aimed at securing compensation for damage, in particular write a record of the accident and hand it over to the Lessor without delay, to eliminate or mitigate the occurrence or expansion Damages, and perform all other necessary actions aimed at securing the culprit of the Damages and his identification and follow the Lessor's instructions,
  - 6.1.9 to refrain from carrying out repair, modification, replacement of parts or any other interference with the Vehicle, without the prior written consent of the Lessor,
  - 6.1.10 in the case of an insurance event, participate in damage to the extent not covered by the insurance company; this does not apply in cases where the Tenant is responsible for the Damage in full or to a greater extent according to the law or these GTC;
  - 6.1.11 immediately before the return of the Vehicle to refuel the Vehicle with the full refilling of the fuel tank and prove it to the Lessor by the receipt that clearly shows the place and time of the purchase of fuel,
  - 6.1.12 no smoking in the vehicle or in its vicinity, especially near open doors or windows, to return the Vehicle without excessive pollution, smell, wear and burning of any part of the interior
  - 6.1.13 return the Vehicle to the Lessor in the state in which it was handed over, along with all the details, accessories and documents,

- 6.1.14 in the event of the occurrence of an insured event, to participate in the liquidation of the Damage with a 5% contribution of the amount of the Damage, at least 200 Eur. This does not apply in case where the Lessee is liable for the full or larger extent of the Damage under the Act or these Terms and Conditions
- 6.1.15 in the event of Vehicle theft, to participate in the liquidation of the Damage with a 5% contribution of the value of the Vehicle at the time of the occurrence of an insured event. This does not apply in case where the Lessee is liable for the full or larger extent of the Damage under the Act or these Terms and Conditions
- 6.1.16 notify the Lessor in writing of the approaching service interval of the Vehicle, at least 1000 km before reaching the service interval or at least 7 days before reaching the service interval. For the purposes of determining the date of the service interval, it is based on the information provided by the Lessor or from the information resulting from the instrument panel or on-board computer of the Vehicle; in the event of a discrepancy in information, the time data, which informs about the earliest date of the service interval, takes precedence;
- 6.1.17 provide the Lessor necessary cooperation during the entire Rental period.

## Article VII

### Responsibility and penalties

- 7.1 Responsibility for Damage arising from a breach of the obligations of the contracting parties arising from this contract is governed by the relevant provisions of the Civil Code, if the Contract is concluded by a natural person who does not act as part of his business activity, otherwise the Commercial Code
- 7.2 The Parties have agreed that in case of breaking above mentioned obligations the Lessee must pay the Lessor a Contractual penalty. The Contractual penalty is negotiated independently of the occurrence and the amount of Damage or other payments. Parties have negotiated a Contractual penalty for breaking of the following obligations:
  - 7.2.1 for each individual violation of the obligation mentioned in point 6.1.1, a contractual fine is agreed in the amount of 30% of the total amount of the Rent, but at least 30 Euros; the driving of the Vehicle by every single person whose driving was not previously agreed upon in writing with the Lessor or the driving of the Vehicle by the same person on a different day is considered an individual breach of duty;
  - 7.2.2 for each individual violation of the obligation mentioned in point 6.1.2, the contractual fine is agreed in the amount of 40% of the total amount of the Rent, but at least 60 Euros; an individual breach of duty is considered to be any breach of duty after the end of driving, when the breach of the duty in question occurred;
  - 7.2.3 for each individual violation of the obligation mentioned in point 6.1.3, the contractual fine is agreed in the amount of 50% of the total amount of the Rent, but at least 60 Euros; each crossing of the state border of the Slovak Republic, except for the last crossing for the purpose of returning to the territory of the Slovak Republic, is considered an individual violation of the obligation;
  - 7.2.4 for each individual violation of the obligation specified in point 6.1.4, there is a contractual fine of 300 Euros; ; an individual violation of the obligation is considered to be every single exceeding of the stated speed limit or every started minute of driving at a speed exceeding the stated speed limit;
  - 7.2.5 in the case of exceeding the permitted mileage in point 6.1.6, the contractual fine is 0.12 Euro for each kilometer exceeded in the event that the Lessor announces the

- excessive mileage before signing the Agreement. In the event that the permitted mileage is found to have been exceeded after returning the Vehicle, the contractual fine is 0.24 Euros for each kilometer exceeded.
- 7.2.6 in the case of theft due to breaking of the obligation in section 6.1.7 is negotiated Contractual penalty of 20% of the current value of the Vehicle valued by the insurance company regarding liquidation of insurance for Vehicle theft,
- 7.2.7 in the event of a breach of any of the obligations listed in point 6.1.8, the contractual fine is agreed in the amount of 500 Euros for each damage event;
- 7.2.8 for each individual violation of the obligation specified in point 6.1.9, the contractual fine is agreed in the amount of 200% of the value of the repair, modification, replaced part, or any other intervention in the Vehicle according to the retail prices of authorized services for the given type of Vehicle,
- 7.2.9 for each individual, intentional or grossly negligent infliction of Damage, especially under the influence of alcohol, poison, precursor, narcotic or psychotropic substance or drug with a similar effect, a contractual fine is agreed in the amount of 200% of the total amount of Damage caused.
- 7.2.10 in case of breaking the obligation specified in section 6.1.11 is negotiated Contractual penalty of 3,00 EUR per liter of fuel needed to refill the tank,
- 7.2.11 in the event of a breach of the obligation specified in point 6.1.12, the contractual fine is agreed in the amount of 120 EUR and, in the case of burning any part of the interior, the contractual fine is agreed in the amount of 240 EUR for each burned part of the interior
- 7.2.12 in case of not returning or damaging any of the given documents is negotiated Contractual penalty of 150,00 EUR, in case of not returning or damaging the given keys there is negotiated Contractual penalty of 300,00 EUR, in case of not returning or damaging any other part of the given equipment there is negotiated Contractual penalty in the amount of 60,00 EUR for each piece of not returned or damaged equipment.
- 7.2.13 in the case of failure to rent a Vehicle due to the need to carry out repairs, modifications or maintenance on the Vehicle as a result of intentional or negligent damage to the Vehicle or other unauthorized intervention on it, for which the Renter is responsible, a contractual fine of 50% of the Daily Rate of the Vehicle for each started the day of thus thwarted possibility of Rent. For the purposes of calculating this contractual penalty, the Daily Rate valid on the 1st day of cancellation of the Vehicle Rental will be used for the entire period during which the Vehicle Rental option will be continuously canceled.
- 7.2.14 in case of violation of the obligations mentioned in point 6.1.16, the contractual fine is agreed in the amount of 1000 Euros;
- 7.2.15 in case of cancellation of the order or the Agreement by the Lessee before handing over the Vehicle to the Lessee for a reason for which the Lessor is not responsible, the contractual penalty is in the amount of:
  - 0% of the estimated Rent in case of cancellation of 169 hours or more. before submission;
  - 30% of the estimated Rent in case of cancellation 168 - 73 hrs. before submission;
  - 50% of the estimated Rent in case of cancellation 72 - 25 hours. before submission;
  - 80% of the estimated Rent in case of cancellation 24 - 0 hours. before submission
- 7.2.16 in the event of any Damage or just a Damage Event for which the Lessee is liable, the Lessee is obliged to pay to the Lessor the contractual fine as compensation for the

administrative costs and the loss of time in the removal of their consequences in the amount of:

30 EUR, if the Damage does not exceed 500 EUR;  
60 EUR, if the Damage exceeds 500 EUR, but does not exceed 2 000 EUR;  
120 EUR, if the Damage exceeds 2 000 EUR

## **Article VIII**

### **Termination of the Rental**

- 8.1. Rental is concluded for a fixed time period specified in the Agreement. With the expiration of Rental period the Agreement expires.
- 8.2. Rental period can be extended or shortened only after agreement of both Parties. The Lessee is obliged to propose an extension of Rental period no later than three hours before the deadline expires. Agreement of the Parties to extend or shorten the Rental period is considered to be concluded in the moment of sending the confirmation SMS message or e-mail message from Lessor to the Lessee with the modified Rental period.
- 8.3. Agreement also expires with abandonment of any of the Parties from the Agreement, in case of material breach of Agreement by the other Party.
- 8.4. The Lessee is obliged to return the Vehicle to the Lessor until expiration date of the Rental period respectively, in the moment of termination of the Agreement.

## **Article IX**

### **The delivery**

- 9.1. For the purposes of the Agreement, for a written form is also considered the correspondence conducted via SMS or e-mail communication.
- 9.2. Correspondence between the Contracting Parties will be delivered to the contact addresses specified in the Contract.
- 9.3. Correspondence conducted in letter form is considered as received to the recipient on the day of its acceptance or refusal of acceptance or on the day when documents are returned to the sender as undeliverable for any reason.
- 9.4. Correspondence carried out via SMS messages or e-mail is considered delivered to the addressee at the moment the message is sent by the sender, unless the addressee proves its non-delivery. The reason for non-delivery is not the unavailability of the signal, internet connection or discharge or failure of the power source.

## **Article X**

### **Personal Data Protection**

- 10.1. When processing personal data, the lessor undertakes to comply with the Act on the Protection of Personal Data, in particular to maintain the confidentiality of all personal data provided, to protect them from loss, theft, damage, unauthorized processing, access and dissemination.
- 10.2. The lessee confirms that all personal data provided by him are accurate and true. The lessee bears full responsibility for damages caused by inaccuracy or untruthfulness of the provided personal data.
- 10.3. Under the Act No. 18/2018 Coll., the Lessor is entitled to receive and process in the information systems the personal data of the Lessee and/or data related to the Lessee, which are
  - a) name, surname, permanent residence, date of birth, ID number, driving license number,
  - b) phone number, e-mail address or other contact and identification data of the Lessee, billing address,
  - c) data received by cookies, IP addresses and contact form
  - d) data obtained from monitoring the movement of the Vehicle through the Global Positioning System (GPS).

- 10.4. The Lessee agrees to the Lessor processing the Lessee's personal data on
  - a) marketing purposes: YES (Lessee's signature)
- 10.5. The principles of personal data processing, including information related to their processing, are published on the Lessor's website [www.prestige-sk.eu](http://www.prestige-sk.eu) in the Personal Data Protection section.

## **Article XI**

### **Final Provisions**

- 11.1. Agreement shall become valid and effective on the date it is signed by both Parties.
- 11.2. These General Terms and Conditions are issued by the Lessor with effect from 14.02.2024 and are binding for all Reservations and Contracts concluded from the effective date of these General Terms and Conditions.
- 11.3. The contract and GTC are governed by the legal system of the Slovak Republic. Rights and obligations that are not regulated in this contract are governed by the relevant provisions of the Civil Code and other generally binding legal regulations.
- 11.4. Divergent negotiations in the Agreement take precedence over the GTC.
- 11.5. If any provision of this Agreement or the GTC becomes invalid or unenforceable, it shall not affect other provisions of the Agreement or GTC, which remain valid and effective. Parties in this case are binding to agree to replace the invalid or ineffective provision by new provision which corresponds to originally intended purpose of the invalid or ineffective provision. Until a consensus between the Parties shall be effective the corresponding treatment generally binding legal regulations of the Slovak Republic.