

GENERAL TERMS AND CONDITIONS FOR RENTING A MOTOR VEHICLE

1. Introductory Provisions

- 1. QUICK rent a car s.r.o., Company Reg. No.: 072 05 473, address: Aviatická 1092/8, 161 00 Prague 6 – Ruzyně (hereinafter the Lessor) provides their clients (hereinafter the Leaseholder(s)) with the rental of personal and utility motor vehicles, including accessories required to operate such vehicles on roads as per the appropriate legal regulations (hereinafter the Vehicle(s)), in compliance with these General Terms and Conditions (hereinafter the General Terms).**
- 2. The rental of Vehicles is governed by a rental contract concluded as per § 2201 and following of the Civil Code, for each separate rental of a Lessor's Vehicle, and by these General Terms which form an annex to the rental contract (hereinafter the Contract) and are its integral part. In order to maximize the clarity of all contractual provisions and be transparent to the Leaseholder, the Contract includes a comprehensive listing of mutual rights and obligations between the Leaseholder and Lessor; these General Terms are, in that sense, a supplement to each Contract they apply to. In case of discrepancies between the provisions of the Contract and these General Terms, the provisions in the Contract shall take precedence.**

2. Rental of a Vehicle

- 1. The Lessor shall allow the Leaseholder to and the Leaseholder commits to use the Vehicle based on and under the conditions stipulated in the Contract concluded between the Lessor and Leaseholder. The Contract is concluded for a definite period of time, beginning on the day and hour listed in the Contract and expiring at the moment of the termination of the agreed upon rental period.**
- 2. By signing the Contract, the Leaseholder commits to pay the Lessor for the use of the Vehicle, either in cash or cashless form, the appropriate rent and fees in the amount and manner stipulated in the Contract.**
- 3. The rent does not include costs for fuel, cleaning and washing of the Vehicle, foreign vignettes (assuming the Lessor gave a written consent allowing the use of the Vehicle abroad), traveling more kilometers than allowed in the Contract (daily kilometer limit), as well as the costs associated with the operation of the Vehicle not explicitly listed under paragraph 2.4 of these General Terms of in the Contract.**

3. Deposit

- 1. The Leaseholder is obliged to provide the Lessor with a deposit at the latest upon the signature of the Contract. This may be done in cash, via cashless transfer using a payment terminal, or via a bank transfer to the Lessor's account. The amount of the deposit is stipulated in the Contract.**
- 2. The deposit is intended to be used to cover potential debts of the Leaseholder arising from the Contract. The Leaseholder explicitly agrees that the Lessor is authorized to unilaterally offset the deposit against the payment of the rent, fees, contractual fines, damage compensation, fines placed by public bodies or the Czech Police as well as other claims of the Lessor arising from the Contract, in compliance with the Contract.**
- 3. The unused/remaining amount of the deposit shall be returned by the Lessor to the Leaseholder at the latest by 30 days after the termination of the rental relationship, unless damage was caused to the Vehicle. If damage was caused to the Vehicle, the Lessor shall return the deposit (or its part) to the Leaseholder at the latest within 90 days from the termination of the rental relationship.**

4. Obligations of the Leaseholder

- 1. The Leaseholder takes into account and agrees that the Vehicle is provided for use always only to a specific person, notably the person listed in the Contract. This**

person is authorized to allow the use of the Vehicle by a third party or sub-rent the Vehicle to a third party only based on a previous written consent of the Lessor, or if such a third party/person is listed in the Contract.

2. The Leaseholder is obliged to adhere to all valid regulations when operating the Vehicle, most prominently road traffic rules, and to act in a manner which prevents damage to property and health, and to adhere to the prescribed speed limits even in countries where there are no speed limits.
 3. The Leaseholder is obliged to use exclusively the types of fuels and oils prescribed by the manufacturer.
 4. The Leaseholder cannot drive the Vehicle for the benefit of third parties and for payment, unless they receive a consent from the Lessor to do so.
 5. The Leaseholder cannot exert inadmissible stress on the Vehicle or take part in competitive racing or other motor competitions using the Vehicle.
 6. Whenever the Vehicle is parked, the Leaseholder is always and under all circumstances obliged to properly lock the Vehicle and to also use all additional mechanical security elements available in the Vehicle (e.g., reverse lockout).
5. Fuel
1. The rent does not include the costs for the purchase of fuel for the use of the Vehicle. The Lessor shall transfer the Vehicle to the Leaseholder with a full fuel tank, and the Leaseholder is obliged to return the Vehicle to the Lessor with a full fuel tank as well.
 2. Refilling fuel in the Vehicle before returning the Vehicle to the Lessor must be carried out on a public gas station that is no farther than 5 kilometers from the Contractually specified area where the Vehicle is to be returned to the Lessor.
6. Vehicle Accessories

The Lessor shall provide the Leaseholder with the offered accessories for the Vehicle, at the Lessor's request and for a fee as per the Lessor's valid price list.

7. Final Provisions
1. Whenever the Contract or General Terms refer to the Leaseholder, the same provisions shall apply similarly also to any and all persons whom the Leaseholder provides the Vehicle for use based on the Contract or a previous written consent of the Lessor; however, the responsibility for any and all damage caused by this person shall be borne by the Leaseholder, in full.
 2. These General Terms are governed by Czech Law, especially Act 89/2012, the Civil Code, as amended.
 3. If the provisions of the Contract or these General Terms are invalid or unenforceable or become such, this shall not impact the validity and enforceability of the other provisions.
 4. These General Terms may only be amended in writing.

These General Terms enter into effect and validity on 1 March 2019.