

WARRANTY RULES

QUICK rent a car s.r.o., Company Reg. No.: 072 05 473, address: Aviatická 1092/8, 161 00 Prague 6 – Ruzyně, listed in the trade register at the Municipal Court in Prague under ref. no. C 296539 (hereinafter

the **Company** or the **Lessor**).

1. Introductory Provisions

- 1. The company provides their clients (hereinafter the Leaseholder(s)) with the rental of personal and utility vehicles, including accessories required to operate such vehicles on roads as per the appropriate legal regulations (hereinafter the Vehicle(s)), in compliance with concluded rental contracts and general conditions governing the rental of a motor vehicle.**
- 2. These warranty rules govern the procedures that are to be carried out when the Leaseholder finds defects during the handover of the Vehicle, during the rental and upon the return of the Vehicle.**

2. Handover of the Vehicle to the Leaseholder

- 1. The Lessor commits to provide the Leaseholder with the Vehicle based on a handover protocol, in proper technical status, so that the Leaseholder can use the Vehicle during the rental period.**
- 2. All obvious defects, damage, complains and remarks relating to the Vehicle and its status must be applied and noted by the Leaseholder at the latest upon the handover of the Vehicle from the Lessor, so that they can be recorded in the handover protocol signed by the Lessor and Leaseholder. If a damage or defect of the Vehicle is discovered during the rental period or at the handover of the Vehicle back to the Lessor, and such damage or defect are not listed in the handover protocol, then the Leaseholder shall be responsible for such damage – unless they can demonstrate that the damage existed already at the moment of the handover of the Vehicle to the Leaseholder.**
- 3. The handover protocol forms an annex and an integral part to the rental contract and consists of three parts: one is completed upon the handover of the Vehicle to the Leaseholder, the second when it is handed over to the Lessor, and the third during a potential detailed (follow-up) inspection of the Vehicle carried out under the conditions stipulated in the rental contract. During the handover of the Vehicle, the Lessor shall also take photos and possibly also a video of the Vehicle. The Leaseholder is also authorized to take their own photos and/or video documentation of the Vehicle.**
- 4. The Leaseholder is obliged to notify the Lessor of Any technical defects of the Vehicle which could not be ascertained visually immediately after starting to use the vehicle (i.e., by immediately returning with the Vehicle – and at the latest within 30 minutes – to the handover site).**
- 5. Warranty claims as per article 2.4 of the Warranty Rules need to be sent to the responsible person at the handover site, i.e., at Aviatická 1092/8, 161 00 Prague 6 – Ruzyně, and/or on any other location used for the handover of the Vehicle. Warranty claims are resolved on site and recorded in the handover protocol, including a signature of the Leaseholder and Lessor so that the Leaseholder's warranty claim can be clearly identified at the end of the contractual relationship and return of the Vehicle.**

6. **If the defect does not prevent the proper use of the Vehicle, then the Leaseholder is authorized to receive an adequate discount from the rent. If the defect prevents the proper use of the Vehicle, the Leaseholder is authorized to receive a replacement Vehicle of the same or similar type. If the Lessor cannot provide such a Vehicle, the rental contract is terminated and the Leaseholder shall be authorized to a return of all performance provided to the Lessor.**

3. Rental Period

1. Due to the fact that as of the handover of the Vehicle to the Leaseholder until its return to the Lessor the Leaseholder is fully in control of the Vehicle, they are obliged to continuously check that the Vehicle does not have defects.
2. The Leaseholder is obliged to immediately notify the Lessor by phone (tel. number: +420 724 959 719) and then in writing (by email to [**]) of any defects on the Vehicle, regardless of whether they require a repair or not.
3. In case of the procedure as per article 3.2 of these Warranty Rules, further procedures are negotiated by phone between the Lessor and the Leaseholder – i.e., whether the Lessor or Leaseholder shall carry out the repair, and at whose expense. This procedure will subsequently be confirmed in writing (via email).
4. In case of defects that fall under the Lessor's responsibility, the Lessor is obliged to remove it within 2 days from the notification of such defect. If the Lessor does not do so within this period and if the Leaseholder can only use the vehicle with significant problems, the Leaseholder is authorized to claim an adequate discount from the rent or can perform a repair at their own expense and claim a compensation for purposefully exerted costs. Moreover, if the defect fundamentally prevents or obstructs the use of the Vehicle, the Leaseholder is authorized to withdraw from the rental contract without a withdrawal period.

4. Returning the Vehicle to the Lessor

1. **The Vehicle shall be returned at the designated time and place. If the contract does not stipulate otherwise, the Vehicle shall be returned to the Lessor's headquarters at Aviatická 1092/8, 161 00 Prague 6 – Ruzyně.**
2. **A record shall be made in the second part of the handover protocol documenting the status of the Vehicle during its return by the Leaseholder to the Lessor; this will include a listing of discovered defects. The handover protocol must be signed by the Leaseholder and the Lessor. Both the Leaseholder and Lessor are authorized to make photos or videos of the Vehicle in order to document its status during its return and follow-up inspection, including demonstrating the date and time of the return.**
3. **The Lessor is authorized to perform a follow-up inspection of the Vehicle under the conditions stipulated in the rental contract (especially if due to dirt, weather conditions or lack of lighting it was not possible to carry out a proper inspection of the Vehicle at the time of its return). The Leaseholder shall enter date of the follow-up inspection into the handover protocol.**
4. **Assuming a defect does not arise sooner than 12 hours before the return of a Vehicle, the Leaseholder is authorized to note it also during the return of the Vehicle. If this is a defect which represented a significant problem when using the Vehicle, the Leaseholder is authorized to receive an adequate discount. For defects which fundamentally prevent or obstruct the Vehicle's use, the Leaseholder is authorized to withdraw from the rental contract without a withdrawal period.**

5. Final Provisions

1. **These Warranty Rules are governed by Czech law, especially by Act 89/2012, the Civil Code, as amended.**

2. These Warranty Rules may only be altered (amended) in writing.

These Warranty Rules enter into effect and validity on 1 March 2019.