

WARRANTY RULES

of the company **QUICK rent a car s.r.o.**, ID. No.: 072 05 473, based at: Aviatická 1092/8, 161 00 Prague 6 – Ruzyně, registered in the Commercial Register maintained by the Municipal Court in Prague, File Ref. C 296539 (hereinafter referred to as the „**Company**“ or the „**Lessor**“).

1. Introductory Provisions

1.1 The Company provides its clients (hereinafter referred to as the „**Lessees**“ or the „**Lessee**“) with the rental of personal and utility vehicles, including accessories required to operate such vehicles on roads in accordance with the relevant legislation (hereinafter referred to as the „**Vehicles**“ or the „**Vehicle**“), in compliance with the concluded rental agreement and the general motor vehicle rental terms and conditions.

1.2 These warranty rules regulate the procedures in case of defects raised by the Lessee upon taking over the Vehicle, during the lease period and upon return of the Vehicle.

2. Handover of the Vehicle to the Lessee

2.1 The Lessor undertakes to hand over the Vehicle to the Lessee on the basis of the handover protocol, in proper technical status, so that the Lessee can use the Vehicle properly during the rental period.

2.2 All obvious defects, damages, complaints and comments relating to the Vehicle and its status must be reported by the Lessee no later than upon the handover of the Vehicle from the Lessor, so that they can be recorded in the handover protocol signed by both the Lessor and Lessee. If during the term of the lease or when the Vehicle is handed back to the Lessor, damage or defects to the Vehicle are found which were not mentioned in the handover report on the Lessee's receipt of the Vehicle, the Lessee shall be liable for such damage, unless it proves that the damage already existed at the time of handover of the Vehicle to the Lessee.

2.3 The handover protocol is an attachment and an integral part of the rental agreement and consists of three parts: one of which is filled in upon handover of the Vehicle to the Lessee, the second part upon handover of the Vehicle by the Lessee to the Lessor and the third part upon any additional inspection of the Vehicle (hereinafter referred to as the "**Follow-up Inspection**") carried out under the conditions set out in the rental agreement. Upon handover of the Vehicle, the Lessor shall take photo and, if applicable, video documentation of its condition. The Lessee shall also be entitled to take its own photographic or video documentation of the Vehicle upon receipt..

2.4 The Lessee is obliged to report the Lessor any technical defects of the Vehicle which could not be detected visually immediately after starting to use the Vehicle (i.e. within 30 minutes at the latest)..

2.5 Complaints according to Article 2.4 of the Warranty Rules must be submitted to the responsible person at the place of handover of the Vehicle if the Vehicle was handed over at one of the Parking Areas according to the rental agreement or at another agreed place. The complaint shall be resolved immediately on the spot and its pointing out shall be added to the handover report and the addition shall be certified by the signatures of both the Lessor and the Lessee so that the Lessee's complaint of the defect is evident upon termination of the rental relationship and return of the Vehicle.

2.6 If the properly pointed out technical defect does not prevent the proper use of the Vehicle, then the Lessee is entitled to a reasonable discount on the rental fee. . If the defect prevents the proper use of the Vehicle, the Lessee is entitled to a replacement Vehicle of the same or similar type. If the Lessor cannot provide such a Vehicle, the rental agreement shall be

canceled and the Lessee shall be entitled to a refund of all performance provided to the Lessor.

3. Rental Period

- 3.1 Due to the fact that as of the handover of the Vehicle to the Lessee until its return to the Lessor the Lessee exercises full control over the Vehicle, the Lessee is obliged to continuously check whether the Vehicle shows any defects..
- 3.2 The Lessee is obliged to immediately notify the Lessor by phone (tel. number: +420 608 686 686) and then in writing (by email to info@g8way.cz) of any defects on the Vehicle, regardless of whether they require a repair or not.
- 3.3 In case of the procedure according to Article 3.2 of these Warranty Rules, the Lessee and the Lessor agree on a further procedure by telephone, i.e. whether the Lessee or the Lessor will carry out the repair and at whose expense. This procedure will then be confirmed in writing (by e-mail).
- 3.4 In case of defects that fall under the Lessor's responsibility, the Lessor is obliged to remove them within 3 days from the pointing-out of such defect. If the Lessor does not remove the defect within this period and if the Lessee can only use the Vehicle with difficulty, the Lessee has the right to a reasonable discount from the rental fee or may carry out the repair himself and claim compensation for the costs reasonably incurred. Moreover, if the defect fundamentally prevents or obstructs the use of the Vehicle, the Lessee is entitled to terminate the rental agreement without notice.

4. Returning the Vehicle to the Lessor

- 4.1 The Vehicle shall be returned at the agreed time according to the rental agreement and at the registered office, unless the parties agree otherwise. The Lessee is obliged to participate in the handover of the Vehicle in such a way that the Lessee and the Lessor can inspect the condition of the returned Vehicle and write a record in the handover protocol.
- 4.2 The condition of the Vehicle upon its return by the Lessee to the Lessor, including any defects, will be recorded in the second part of the handover protocol. Both the Lessee and the Lessor are obliged to sign the handover protocol. The Lessor and the Lessee are also entitled to take photographic or video documentation of the Vehicle, showing its condition at the time of return and the date and time of its taking.
- 4.3 The Lessor is entitled to perform a Follow-up Inspection of the Vehicle under the conditions set out in the rental agreement (in particular if the Vehicle is returned to a place other than the Lessor's registered office or outside the Lessor's working hours, if the Vehicle is dirty, if it is impossible to inspect the Vehicle when it is returned due to bad weather conditions or darkness, or if it had to be removed from the Lessee), and the date of the Follow-up Inspection shall be agreed upon when the Lessor hands over the Vehicle and added to the handover protocol. If the Lessee fails to appear, the Follow-up Inspection shall be carried out without the Lessee's presence. The condition of the Vehicle is recorded in the third part of the handover protocol. The Lessor and the Lessee are also entitled to take photographic or video documentation of the Vehicle, showing its condition at the time of the inspection and the date and time of the inspection.
- 4.4 Provided that the defect occurred not earlier than 12 hours before the return of the Vehicle, the Lessee is entitled to point it out even when returning the Vehicle. If it is a defect for which the Lessee could only use the Vehicle with difficulty, the Lessee shall be entitled to a reasonable discount. In the case of a defect that makes use substantially more difficult or impossible, the Lessee shall have the right to terminate the lease without notice.

5. Final Provisions

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

5.2 These Warranty Rules may only be amended in writing.

These Warranty Rules enter into effect and validity on 12.10.2022.