

## **Standard Business Terms and Conditions of the Rental Agreement**

### **1. Subject to the Rental Agreement**

1.1 Hertz Autopůjčovna s.r.o. (hereinafter „Lessor”) and Renter, in accordance to statements of s. 2321 and following of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, agree to this Rental Agreement (hereinafter „RA” only) concerning car hire. Based upon this RA the Lessor undertakes to provide Renter with the vehicle (hereinafter „the car”) for temporary use, and Renter undertakes to pay the Lessor rent for this use. Duration of this RA effectiveness the car specification and the rent are agreed on the front page of this RA.

### **2. The Rent and the Method of Payment**

2.1 The rent is ruled by valid price lists and tariffs and is quoted on the front page of this RA. Renter is obliged to pay the rent including all connected charges to Lessor duly and on time. If the hire is agreed for a period long over one month, the invoices are carried out periodically, mostly for each 30 days of the hire. Renter explicitly agrees to pay the rent and all other connected charges (including any damage or of lost the car, any fine for a misfeasance against traffic regulations) within his/her responsibility according to this RA by form of payment displayed on the front side of this RA.

### **3. Hire Duration, Handing and Taking the Car Over, navigation device**

3.1 The RA is agreed for an explicit period and is effective since the while when both contracting parties have signed it. The hire relationship is finished with the agreed period expiration accordingly to this RA.

3.2 The RA validity may be extended only at the original location opening RA if Renter has asked in writing Lessor to do so, at least 12 hours before the expiry date of the originally agreed period, and Lessor has confirmed the prolongation in writing. In such case, conditions, protections CDW, SC, TP, WI, PERS and insurance PAI extent (see the next point 5), if agreed in the beginning of the RA validity, stay maintained.

3.3 If the RA is not prolonged in the sense mentioned above, the car return from Renter later than it was agreed on the RA is taken for fundamental breach to the RA and a legal action may be taken for unauthorized use of the car. In such event, the Renter must pay to the Lessor the regular rent for the actual duration of hire in accordance with the Lessor’s payments terms for the actual total hire duration.

3.4 Unless contracting parties have agreed something else in writing, Renter loses his/her right to his/her liability limitations resulting from agreed protections CDW, SC, TP, WI, PERS and insurance PAI (see the next point 5) after the RA expiry date.

3.5 Lessor must deliver the car in good technical state, at the place and in the time agreed by this RA. Any ascertained defector complaining mention must be written into „Pre/Post Rental Inspection Form” at the beginning of the rental.

Renter must return the car to Lessor including all accessories and documents at the place and in the time agreed based on this RA.

3.6 Renter must return the car in the same state as he/she took it over. Usual getting worn out is connived at. A „Pre/Post Rental Inspection Form/Check List” shall be executed on each take-over. A person authorized by Lessor only may take over the car including its documents and keys.

3.7 A special handling is applied at the Hertz office Prague Airport Ruzyně, where the vehicle shall be taken over by the designed employees of Letiště Praha, a.s. or Český Aeroholding, a.s. (hereinafter "LP") in the Check In Point for rent-a-car companies in the area of the premises of Parking C. Should a vehicle not pass through this Point and no take-over report signed by the designed employee of LP and the Renter be executed, Hertz shall not regard the vehicle as returned with all consequences that may arise (the rental shall be charged further on, any and all the damage to the vehicle

that may subsequently be found out shall be charged to the Renter etc.). In case of returning the car to a hotel receptionist, Renter must advise Lessor in writing immediately. Otherwise, Renter must pay a penalizing charge equal to the rent including all charges connected till the while of Lessor's having got aware of the car concerned return.

3.8 If the car loss, Renter is obliged to pay, apart from others, a penalizing charge equal to the rent agreed up to the while when Lessor is advised or has got aware of it by another way.

3.9 The Lessor has no liability whatsoever for any losses that may be incurred by the Renter as a result of using navigation device. The Renter is fully liable for all damages that may be caused to the device and its accessories incl. its loss or theft specified in this RA. Car rental with navigation device must be finished at Hertz Rented location during standard opening hours.

#### **4. Rights and Engagements of Contracting Parties**

4.1 The car concerned may be driven by persons listed on the RA only. Renter may use the car for those purposes only it is intended for and must abide by traffic regulations, customs and other legal prescripts. He/she must use the car by usual way and accordingly to norms and instructions concerning the vehicle type concerned. This concerns particularly regular service to the car following the number of driven kilometres and abidance by parameters given from the producer as the car's technical state, engine oil and refrigerating liquid volumes, tyre pressure, fuel type etc.

4.2 Renter is obliged to take care of the car duly in the sense of a damage prevention including the abidance by the conditions and recommendations given from Lessor. Renter must keep the car safe from a theft, damage or encroachments from persons which are not authorized to use the car. Particularly, Renter must not leave Car documents and keys in the parked car and must always lock the parked car properly. Not fulfilling some of these duties is taken for fundamental breach to the RA. Lessor recommends to leave the car at watched park-sites and garages only.

4.3 Smoking is prohibited in all Hertz vehicles. The Lessor is entitled to charge the Renter a special cleaning fee for the breach of this prohibition amounting up to CZK 1.300 (+VAT).

4.4 Unless this is stated by another way by this RA, Renter must not let the car to a person which is not listed on the RA, participate with the car in any race, test or contest, use the car against a payment for a purpose of passenger traffic or transport of property (except for vans), drive the car to countries restricted by this RA unless Lessor's prior approval is provided, carry out any modification or adaptation to the car, take the car off road. Further, Renter may not drive the car being under influence of alcohol, drugs, medicaments, or other matters impacting perception or reaction abilities. Renter may not let the car to be driven by a person being under influence of mentioned above drugs.

4.5 Lessor has right to check the car anytime in order to inspect if it is used properly and in accordance to this RA conditions. Renter is obliged to enable Lessor to perform such inspection of the car.

4.6 Lessor is obliged to arrange for his account usual repairs and maintenance of the car and Renter must enable him to do repairs, maintenance or a possible inspection of the car as well as to put up with the car use limitation consequently to circumstances mentioned above. During such limitation taking place, Renter is right to get a replacing car of the same or similar quality from Lessor to continue the car use agreed. The expenses connected with the car repair are for Lessor's account except for the case when the need to repair the car arose from and consequently to an incorrect dealing

with the car by Renter or a person enabled to deal with it by him/her (i.e. either the car usage inconsistency or breach to this RA). In such case the duty to reimburse expenses for the car repair is in its full extent transferred to Renter which is fully responsible for any damage else arisen from or consequently to such incorrect dealing with the car (extreme worn out or injury to the car).

4.7 Renter is obliged to report any occurrence of a repair needing defect that appeared on the car during his/her rental to Lessor as soon as possible. If Renter wouldn't fulfil this duty without unreasonable delay he/she will be responsible for any damage arisen from the delay consequently to his/her failure of reporting the defect.

## **5. Damage Responsibility and Insurances**

5.1 Lessor ensures liability insurance in extent and under conditions of valid legal prescripts. Renter is fully responsible to Lessor for any damage caused to the car arisen during the period of the rent. Renter's responsibility for a damage to the car may be limited in case that Renter confirms his/her acceptance of CDW, SC, TP, WI, PERS conditions by his/her signature on the front page of this RA and he/she pays charges for these coverages accordingly to this RA. Lessor is right to charge Renter to reimburse the loss of revenue equal to the rent till the date when the car concerned is repaired and related administrative cost.

CDW - limited coverage for a damage caused by an injury to the car or its part, except of a damage of a front glass, an attempt of a theft, a theft or vandalism

TP - limited coverage for a damage caused by a theft of the car or of its part, or by a relevant injury due to an attempt of a theft, a theft, or a vandalism

SC - further limitation of Renter's responsibility according to CDW and TP, except of a damage to the windscreen

WI - full coverage for a damage to the windscreen

PERS - limited liability for assistance costs caused by renter fault

5.2 Renter's responsibility due to financial coverage resulting from CDW, SC, TP, WI, PERS cannot be reduced if the damage arose from breach to this RA (primarily described in points 3, 4 and 6) or violation to generally mandatory legal prescripts, regardless to Renter's fault. In the case of more damage events on the car, Renter's financial responsibility is considered separately.

5.3 Lessor can provide Renter with Personal Accident Insurance (PAI) protecting him/her and all passengers for an appropriate payment based on Renter's signature, this in extent given by the concerned insurance company conditions. Basic conditions of this insurance are available for look-in, as a rule, at the location opening the RA.

5.4 Damages arisen from a loss of documents, keys or tools belonging to the car accessories and related administrative cost is to be reimbursed always by Renter.

5.5 The Renter is fully responsible for all charges, fines or other consequences of traffic or other offences occurring during the term of the rental contract. By signing the front page of the contract, the Renter agrees to pay any such penalty charged by the Lessor, including the administrative costs of the selected means of payment identified in the contract, and to do so even in retrospect.

## **6. Damage Event Proceedings**

6.1 In case of a damage event, a theft or injury to the car or its part in the evaluation amount over 100.000 CZK and in case that a person's injury or death occurred consequently to an accident involving the rented car (regardless to Renter's fault) Renter must always call the police to investigate the accident and to obtain evidence and wait until police arrival and until the police report is drawn up. In other cases all parties of an accident have to agree clearly in written form who has been in fault otherwise Renter is responsible for damage in full extent.

6.2 In any damage event, Renter is obliged fully to fill-in the form „Car Accident Report (Statement)” that he/she receives altogether with the car documents. Furthermore, Renter is obliged to ensure a list of all participants of the accident as well as of all witnesses including their personal data, furthermore, he/her is obliged to ensure involved cars descriptions and to record their plate numbers and to write down the registration details of the police which has investigated the accident. If the car is not drivable consequently to the accident, Renter must make it safe from further damage or theft.

6.3 Renter is obliged to inform Lessor as soon as possible, but within 24 hours at the latest, about any damage event involving the concerned car (theft or an injury to the car), to state the place the car is situated at, furthermore, he/she must inform Lessor about consequences of the accident as far as persons injuries or deaths are concerned. Renter must ensure Lessor to be provided with the fully filled-in form „Car Accident Report (Statement)” without unreasonable delay. Renter is obliged to cooperate with the police, with Lessor and with the insurance company assisting them to investigate the accident, in the frame of both the damage event liquidation, and, if the case may become, the legal proceedings.

### **7. Repudiation of the RA**

7.1 Lessor has right to repudiate the RA immediately if Renter uses the car contradictorily to the RA or to agreed business conditions, or by a method leading to a damage to Lessor, or the car becomes threatened by an injury of big extent. Lessor is justified to repudiate the RA if Renter, against Lessor’s reminders, doesn’t pay invoiced payments duly and on time.

7.2 As well, Renter has right to repudiate the RA if Lessor doesn’t fulfil due to this RA.

### **8. Other Statements**

8.1 Personal information of the Renter will be processed only as necessary to provide with the rental services. Renter has the right to access, correct and/ or request deletion of the personal information – see our Privacy Policy for details on the web site of the Lessor or available at any location. For the case that Renter delays to return the car to Lessor at the place and in the time agreed, he/she acknowledges that Lessor may make the car known to police authorities as being stolen or lost, Lessor may pass his accusation to the relevant court. Renter bears him/her/self any consequence that might arise from such action for him/her.

8.2 The parties warrant and represent that neither is or considers itself to be a weaker party within the meaning of s. 433 of Act 89/2012 Sb., Civil Code.

8.3 The parties disclaim the application of s. 1740(3) whereby an acceptance of an offer with supplemental or derogatory terms that do not materially change the terms of the offer constitutes an acceptance of the offer.

8.4 The parties disclaim the application of s. 1950 of the Civil Code, which states that whenever a performance is rendered repeatedly on the same legal grounds, the person granting the acquaintance for the discharge of performance due at a later date is presumed to have discharged also the performance due at an earlier date.

### **9. Enactments in Conclusion**

9.1 This RA becomes effective from the moment (the date and exact time) of both contracting parties signatures.

This RA is carried out at least in two issues, each contracting party obtains at least one issue whilst its version in Czech language is decisive.

9.2 As the case of a legal action may be, both parties agree for such purpose the court in the Czech Republic according to the subject and to the place. This RA is governed by Czech law.

9.3 If some statement of this RA becomes ineffective other statements of this RA stay effective. In such case, contract parties will replace the ineffective statement by such an effective one the most according to the business sense of the original intention.