

# GENERAL TERMS AND CONDITIONS FOR THE VEHICLE RENTAL

The Lessor hereby rents the vehicle specified in the Vehicle Rental Agreement (hereinafter referred to as the "Vehicle") to the Lessee on the basis of all the conditions and arrangements set out herein, and the Lessee accepts this vehicle as a rental and commits to pay the Lessor the agreed rent. The Lessee declares that:

**1.** The Lessee has received the vehicle in the condition according to the Vehicle Acceptance Protocol, well and in good condition and will return this vehicle with tires, tools, vehicle documents, accessories and equipment in the same condition (normal wear and tear is assumed, however with an exception for excessive wear and tear for caused by improper handling of the vehicle) to the agreed location specified in the Vehicle Rental Agreement document and on the date specified in the Vehicle Rental Agreement document, unless the Lessee requests an extension, with which the Lessor agrees.

**2.** The Lessee undertakes not to use (operate) the vehicle as follows:

- a)** for the transportation of goods in breach of the customs legislation or in any other illegal manner;
- b)** for the transportation of passengers or property for a fee (direct or indirect);
- c)** for the propulsion or towing of any vehicle or trailer;
- d)** in automobile (motor) sporting events;
- e)** drivers under the influence of alcohol or drugs;
- f)** no person other than:
  - i)** The Lessee or any other person (persons) trained or employed by the Lessee, approved by the Lessor and who is at least 21 years old at the time of rental (or falls into the same age category, as stated in the Lessor's tariff in regards to the given type of the rented vehicle), meets the required conditions and holds a valid driving license for at least one year; or
  - ii)** in the event of a breakdown or accident, the vehicle may be driven by a motor vehicle mechanic, provided that they meet the required conditions and have an appropriate license (and driving license)
- g)** outside of the list of permitted countries specified by the Lessor.
- h)** for the transportation of goods, excessively polluted goods, animals

**3.** The Lessee is fully and unconditionally responsible for, that based on this contract, they are obliged to pay to the Lessor:

- a)** fee for kilometers driven, calculated using the rate specified in the Vehicle Rental Agreement document, for km traveled by the vehicle until the vehicle is returned (the number of km traveled by the vehicle will be determined after reading the tachometer data installed by the manufacturer). In the event that for any reason the object of lease is exchanged to another object of lease, or the lease period of the leased object is shortened, the calculation of the traveled kilometers is made aliquotically according to the actual duration of the lease; in the event of a tachometer failure, the fee shall be for kilometers traveled calculated on the basis of the distance traveled during the journey according to the road map;
- b)** fee for the period of use of the vehicle, fee for accident insurance and additional insurance (if ordered), fee for theft protection (if ordered), personal accident insurance (if ordered) and various other fees using the rate specified in the Vehicle Rental Agreement
- c)** an additional one-way rental fee (if applicable), as stated in the Vehicle Rental Agreement, or if the vehicle is parked elsewhere than at the agreed place of return without the written consent of the Lessor, as well as the fee continuously determined by the Lessor for km traveled from the location of hire to the location of where the vehicle is parked;
- d)** all fines and court expenses related to parking, traffic offenses, other offenses against the law or by any act that is in conflict with the law,

imposed on the rented vehicle, against the Lessee, another driver or the Lessor since the return of the vehicle, except in cases, when this happens due to an error of the Lessor;

**e)** reimbursement of the Lessor's costs for out-of-court and judicial recovery of payments from this contract in the case of a delay.

**f)** the Lessor's costs incurred in compensating for the damage caused to the provided vehicle, regardless of by who it was caused, regardless of the group to which the vehicle belongs; as well as the lost profit calculated with the use of daily rate stated on the opposite side, which the lessor lost due to the inability to use the vehicle; the Lessor's costs for replacing the vehicle in the event of a theft; However, if the Lessee meets all the conditions of this contract, particularly according to point 4., their liability for such costs:

**i)** do not exceed the amount of liability specified in the Vehicle Rental Agreement document at the occurrence of one insured event; and

**ii)** will be limited to the corresponding difference between the damage not covered by the accident insurance and the damage caused to the rental vehicle (if the Lessee has purchased accident insurance in advance) within the insurance conditions agreed between the Lessor and their insurance company.

**g)** the cost of fuel consumed during the rental, together with a fee according to the current price list for refueling, which is currently applied by the Lessor.

**h)** applicable local taxes (if applicable) due in with respect to the items above.

**i)** interest for late payment at a rate of 12,5% per annum on the amount due from any monetary obligation since the day after its due date, up until its payment, in the event of the Lessee's failure to perform their obligations under this contract in a proper and timely manner.

**j)** a contractual fine in the amount of 0,1% per day on the amount of any monetary obligation since the day after its due date, up until its payment; in the event of the Lessee's failure to perform their obligations under this contract in a proper and timely manner.

**k)** a contractual fine in the amount of EUR 30.00 per day from the day following the designated day for the fulfillment of the obligation up until fulfillment, in case of non-fulfillment of the lessee's non-monetary obligations under this contract in a proper and timely manner.

**4.** The Lessee further agrees to protect the interests of the Lessor and their insurance company in the event of an accident, loss or damage to the vehicle by:

**a)** identify the names and addresses of the interested parties (participants) and witnesses;

**b)** does not admit their responsibility or guilt and does not give money to any person or persons concerned.

**c)** does not leave the vehicle without taking care of its adequate security and restraint;

**d)** will inform the nearest Avis branch by telephone, even in the event of a minor damage; and further fill out the incident report (accident) for the Lessor within 24 hours;

**e)** always notify the police without delay, even in the event of a minor damage, in some case an injured person;

**f)** does not leave the scene of the accident before the arrival of the police patrol

**h)** will prevent damage by parking the vehicle only in places that are safe, if possible, as a matter of priority at guarded parking lots and parking areas. In the event that the lessee does not proceed in accordance with point 4., they are liable for the damages caused in full, regardless of the purchased insurance as indicated in the Vehicle Rental Agreement

document. At the same time, the Lessee is aware that any coverage according to the purchased insurances as indicated in the Vehicle Rental agreement document is conditioned by the coverage of these risks by the Lessor's insurance contract with their insurance company. In the event that the damage is not covered by the insurance contract, the Lessee is fully responsible for the compensation for the damages incurred to the Lessor, regardless of the purchased insurances and is obliged to pay the lessor the entire damage caused to the rented vehicle, precisely in regards to the vehicle. Both contractual parties have agreed that in addition to the actual costs, the price list published on the Lessor's websites or specialized calculation software commonly used by insurance companies to quantify repair costs may be used to quantify the vehicle damage, and this calculation fully replaces the proof of the actual vehicle repair costs.

**5.** If the Lessee would purchase:

**a)** personal accident insurance (PAI) by confirming the "I agree" box in the Vehicle Rental Agreement document, receives coverage on the basis of insurance conditions agreed between the Lessor and their insurance company.

**6.** The Lessee hereby releases and relieves the Lessor of any and against any liability for loss of or damage to any property (including related costs), that would be retained, stored or transported by the Lessee or any other person in or on the vehicle before returning the vehicle to the Lessor or after returning the vehicle to the Lessor. The Lessee is obliged to act in such a way to prevent as much damage to the vehicle related to the theft of the vehicle or things in the vehicle as much as possible.

**7.** As the Lessor will take all precautionary measures and make a maximum effort to prevent losses or damages caused by malfunction or a mechanical failure of the vehicle and other consequential losses or damages, they will not be liable for any such losses or damages.

**8.** In the event that the Lessee violates any of the conditions and arrangements set forth herein, the Lessor may, without a notice, withdraw the vehicle from them and for this purpose may enter the premises where the vehicle may be located and take it, with the Lessee being responsible for all actions, claims, costs and damages, that would follow such withdrawal and collection of the vehicle, or which would result therefrom, and the Lessor shall be indemnified for all such actions, claims, costs and damages.

**9.** If the Lessee wishes to pay by credit card or payment card on the basis of the invoicing instructions set out in the Vehicle Rental Agreement, then the Lessee's signature in the Vehicle Rental Agreement constitutes the Lessor's authorization to calculate the final total fees, including fees payable as a result of theft or damage to the vehicle, and debit the Lessee's account at the institution, that issued the card. The exchange rate, which will be used in any currency conversion, will be decided with a definitive validity by the Lessor.

**10.** Any additions or changes to these terms and conditions will be invalid without the written consent of both parties.

**11.** The contractual parties have agreed, that the rights and obligations arising from the Contract shall be governed by the provisions of the Contract and its rental terms and conditions (General Terms and Conditions) and provisions of Act no. 513/1991 Coll. Commercial Code in amended later regulations, precisely binding legal act of the European Union.

**12.** If the lessee returns an excessively polluted vehicle, the Lessee shall be liable for damages related to washing and cleaning the vehicle, which are not marked on the acceptance protocol in the section "Vehicle upon

receipt", even after physically handing over the vehicle up until the inspection by the Lessor. The Lessee also undertakes to return the vehicle at the Lessor's branch in the presence of the Lessor's employee so that any damage to the vehicle can be documented. If the Lessee returns the vehicle without the presence of an employee of the Lessor, they are responsible for any damage that will be found during the inspection of the vehicle by an employee of the Lessor and unreservedly agrees with a compensation charge for such damage.

**13.** The Lessee acknowledges, that the vehicles may be monitored by a GPS monitoring system within the legitimate interests of the Lessor.

**14.** If the Lessee purchases S-CDW, so-called accident insurance with zero co-participation, the same conditions as stated in point 4. of this document apply to them.

**15.** The Lessor reserves the right to debit the Lessee's account at the institution that issued the stated card with a guarantee for the vehicle in the amount specified by the Lessor, which means that the Lessee will not be able to dispose of this amount for the duration of the rental.

**16.** AVIS vehicles are non-smoking. If the lessee violates any of the rental conditions while using the vehicle, AVIS reserves the right to charge a fee based on the valid price list on the [avis.sk](http://avis.sk) website in the fees section.

**17.** The Lessor and Lessee have agreed that in addition to those disputes in which Act no. 244/2002 Z. z. Zákon o rozhodcovskom konaní (ďalej len ZoRK) expressly excludes, they will resolve mutual disputes that have arisen or will arise between them in connection with this contract in arbitration proceedings under the provisions of ZoRK and substantive law of the Slovak Republic before the arbitrator JUDr. Milan Vojtek, with its registered office at Jilemnického 30, 036 01 Martin, Slovak Republic, or before another arbitrator or arbitral tribunal in the territory of a Member State of the European Union designated by JUDr. Milan Vojtek, with its registered office at Jilemnického 30, 036 01 Martin, in accordance with the modified procedure § 8 sec. 1 ZoRK (negotiated method of appointing an arbitrator). The proceedings will be in writing according to Slovak law, according to the Rules of Procedure of the Arbitration court ARBITRÁŽ (in case of ruling by the arbitral tribunal) or Rules of Procedure (in case of an arbitrator ruling) published on the website [www.arbitraz.sk](http://www.arbitraz.sk) and in commercial law disputes according to principles of justice (§ 31 sec. 4 ZoRK). In cases regulated by the provisions of § 22a ZoRK, the submission of the proposal is not delivered to the counter party.

**18.** An inseparable part of the Rental Agreement is the document Processing of data and information about the rental, which regulates the conditions of processing personal data in the information system of the lessor. If the vehicle is handed over later than agreed in the contract, without prior consent of the lessor, AVIS reserves the right to charge a fee in the amount of the next day's rent and a delay fee in the amount according to the valid price list for each day or for each day started.

Valid from:  
1.3.2020

Fee name	Price without VAT
Returning the vehicle outside the opening hours of the branch - keybox	15,00 €
Exceeding the maximum monthly mileage of 10,000 km (billed for every 10,000 km)	1 000,00 €
Delivery/receipt of the vehicle outside the opening hours. hours (07:00 - 19:00) - except weekends and holidays	40,00 €
Delivery/receipt of the vehicle outside the opening hours. hours (19:00 - 07:00) + weekend and holiday	100,00 €
Refueling after rental, refueling coefficient	2,00 €
Refueling fee	20,00 €
Fee for handing over the vehicle in the wrong parking lot of the Bratislava airport branch	165,00 €
Fee for handing over a passenger vehicle at another Bratislava branch (subject to the Lessor's consent)	30,00 €
Damaged sticker of a commercial vehicle	60,00 €
Fee for the administrative solution of damage to the vehicle	50,00 €
Non-reimbursement of damage when returning the vehicle at the branch	30,00 €
Failure to deliver the accident report to the Lessor within 24 hours of the end of the lease	30,00 €
Damage quantification estimate	Price without VAT
A scratch on the painted surface up to 5 cm without penetrating the paint surface	0 €
Chips on the front of the vehicle without deformation (except glass)	
Deformation of the body with a diameter smaller than the size of the diameter of a EUR 1 coin without damage to the colors	
Damage to the discs / bumps up to 1 cm	
Hole in the filling cat. N up to the size of a €1 coin	
Door edge damage, size S and M	
Fine scratches behind the door handle	
Any surface damage - not penetrated below the surface of the paint - over 50mm (5cm) - at a radius of less than 30cm	150,00 €
Damage to the paint on the rearview mirror or door handle	150,00 €
Any 2 surface damages on 1 part - not penetrated under the paint surface - over 50mm (5cm) - at a radius of 30 cm or more	300,00 €
Scratch penetrated under the paint surface with a diameter greater than 5mm	290,00 €
Deformation greater than €1 coin	
Damage to the silver part of the front/rear bumper	
Damage to the plastic molding on the commercial vehicle	250,00 €
Damage to the plastic strip above the fender	
Damage to the wooden floor on the commercial vehicle	
Damage to the inner fender on a commercial vehicle	290,00 €
Varnishing of 1 part with replacement of emblem	340,00 €
Painting 1 part for vehicles with 3-layer pearl paint	390,00 €
Damage / loss of bud	50.00 € - 100.00 €
Charge for refueling with the wrong fuel	250.00 € + additional costs
Large damage (size L)	responsibility
Damage to several parts if they occurred during one PU	
Cracked parts	
Damage to the bumper for category N	400,00 €
Windshield damage (depending on vehicle type)	250.00 € - responsibility
Repair of the windshield by pouring	60,00 €
Disc polishing	100,00 €
Disc damage (depending on vehicle type)	250.00 € - responsibility
Tire damage (depending on vehicle type)	70.00 € - 250.00 €
Repairable defect	30,00 €
Interior damage	individually depending on the damage
Damage to the cargo space of a commercial vehicle	individually depending on the damage
Internal filling of sliding doors - Renault Master	350,00 €
Internal filling, left rear above the fender - Renault Master	350,00 €
Inner lining right rear above fender - Renault Master	350,00 €
Left front inner lining - Renault Master	350,00 €
Inner lining of the left rear door - Renault Master	150,00 €
Inner lining of the right rear door - Renault Master	150,00 €
Inner lining of the left rear door - Mercedes-Benz Sprinter	150,00 €
Inner lining of the right rear door - Mercedes-Benz Sprinter	150,00 €
Internal filling of sliding doors - Mercedes-Benz Sprinter	150,00 €

Cleaning and loss	Price without VAT
Dirty vehicle interior	100,00 €
Dirty interior - beating the vehicle	250,00 €
Excessive pollution of multi-seater and commercial vehicles	
Smoking in the vehicle	
Loss of technical license	
Damage / loss of VAT number	
Lost key	250.00 € - responsibility
Contamination of the child seat	15,00 €
Loss of green card	50,00 €
Loss of key tag	10,00 €
Loss of mandatory vehicle equipment	20,00 €
Loss of tools from the vehicle	50,00 €
Loss of winter equipment	10,00 €
Excessive pollution of the cargo area of the commercial vehicle	100,00 €
Other fees	Price without VAT
Fee for the need to carry out MOT on the vehicle in connection with damage to any of the vehicle's safety elements such as wheel suspension, deformation zones, airbag system, steering or brakes	150,00 €
Penalty for the second reminder for an invoice after the due date	50,00 €
Use of a pallet truck in the interior of the vehicle	100,00 €
Failure to observe the warranty service interval prescribed by the manufacturer (exceeding by 1,000 km or more)	500,00 €
Failure to observe the warranty service interval prescribed by the manufacturer (exceeding by 10,000 km or more)	residual value of the vehicle
Failure to respond to the 3rd invitation to replace the vehicle after 14 days from the 3rd invitation	100,00 €
Fees for immediate repair of damage at the tenant's request (e.g. for claiming claims from the tenant's insurance policy)	100,00 €
Administrative fee	25,00 €
Administrative fee for fine processing	25,00 €
Handling fee	25,00 €
Excessive pollution of the exterior of the vehicle	20,00 €
Failure to comply with the Lessor's request (failure to return the vehicle, failure to show up for service, failure to document damage)	40,00 €
Failure to park the vehicle during long-term rental	30,00 €
Missing the agreed date in the service	19,00 €
Failure to return the vehicle on the agreed date without the Lessor's consent	40,00 €
Vehicle collection fee	450,00 €
Vehicle transport fee	50.00 € + 0.50€ / 1 km + charge refueling coefficient
Use of the vehicle in violation of the contract	300,00 €
Illegal activity committed with a vehicle	500,00 €
Violation of General Terms and Conditions (GTC)	500.00 € + costs incurred by the landlord in violation of the GTC
Charge for the maximum wear of the brake pads on a Renault Master vehicle (thickness at 0 km is 7.2 mm, maximum wear is when the pad thickness drops below 3.5 mm)	350,00 €
Fee for excessive wear of brake discs in a Renault Master vehicle (tolerance of 20% wear every 10,000 km, max. wear is at 40,000 km, when the thickness of the disc is 3.5 mm, the fee is recalculated aliquoted according to mileage and the decrease in thickness of the discs)	0.00 – 350.00 €
Charge for the maximum wear of the front brake discs on a Renault Master vehicle (the edge of the disc is sharp)	250,00 €
Charge for the maximum wear of the rear brake discs on a Renault Master vehicle (the edge of the disc is sharp)	300,00 €
Failure to report damage to the vehicle during rental to the Lessor within 24 hours of its occurrence (for each damage assessed individually)	100,00 €
Visiting a non-contractual service of the Landlord	250.00 € + difference in the price of work
Failure to report damage caused by the Lessor's vehicle to a third party	500.00 € + the amount of the indemnity reduction
Fee for moving tires outside service centers designated by the lessor	45,00 €
Fee in case of non-compliance with the agreed rental period (if the Tenant uses the leased object after the end of the lease specified in the order) - increased rate for days beyond the agreed rental period	1.3 (coefficient)
Fine for falsifying the odometer reading	1 000,00 €
Fee for failure to deliver the so-called large technical license for the vehicle when exchanging for the so-called small technical license for the vehicle	100,00 €
THE COMPLETE PRICE LIST OF FEES CAN BE FOUND ON OUR WEBSITE WWW.AVIS.SK IN THE FEES SECTION	

## LESSEE

Name and surname:		Company name:
Company Reg. no.:		Address:
Email:		Driving license number:
Tel. no.:	Date of birth:	Additional driver:

## INFORMATION ABOUT THE SUBJECT OF THE RENTAL

License plate:	Vehicle type:
	Vehicle category:

## LOCATION OF DELIVERY AND RETURN OF THE VEHICLE

Delivery location:	Date and time of delivery:
Return location:	Date and time of return:

## RENTAL CONDITIONS AND EXTRAS

Conditions		Extras & Fees				
Agreed rental duration	0m 8d	<b>Name</b>	<b>Qty</b>	<b>Net Price</b>	<b>VAT (20%)</b>	<b>Gross Price</b>
Rate code	2024 BR RAC/RAV NELIMIT/500km	Marketing consent	1.00	-5.0000	0.00	-5.00
KM included	Unlimited	FM24	1	-75.20	-15.04	-90.24
Insurance	Collision damage waiver	Collision damage waiver	1	0.00	0.00	0.00
	Liability 500.00 EUR / 15%	<b>Other (prices without VAT)</b>				
		Additional day	47.00 EUR			
		Refuel fee	20.00 EUR + 2.00 EUR/L			

## ESTIMATED BILLING

Rental:	VAT:	Total:	Signature of the lessee:
Fees and extras:	Deposit:	Date:	

**LESSOR: United Rental Group, s.r.o.**