

# Terms and conditions

# **CONCEPTS**

- The terms used in these provisions (hereinafter "terms") in the vehicle lease agreement:
- Lessor Company BARKRO s.r.o., Obchodna 37, 811 06, Bratislava
- Lessee The person who temporarily takes possession of the lessor's vehicle for use and operation under the Agreement.
- The Agreement is a lease agreement between the Lessor and the Lessee.
- Car A motor vehicle (hereinafter only the "Car") provided to the Lessee for temporary possession and use under the Agreement and in accordance with the terms of the Agreement.
- The parties to the Agreement are the Lessor and the Lessee (hereinafter the "Lessee" and "Lessor")
- The Agreement is a document reflecting the condition of the vehicle, equipment, components, and the presence of related documents, the presence of damages (internal, external), and a document reflecting all vehicle details when the vehicle is handed over from the Lessor to the Lessee and upon return from the Lessee to the Lessor, the format of which is determined by the Lessee. 1 (one) day equals 24 (twenty-four) hours.

## Required documents for individuals:

- 1. Passport or ID card, as well as a document confirming legal stay in the EU territory (visa, residence permit etc.).
- 2. Minimum driver's age is 18 years (for VAN 23 years and minimum 3 years of driving experience). There is an additional fee for drivers between 18 and 21 years of age.
- 3. Debit or credit card (in the name of the main driver specified in the car rental agreement).

## Required documents for legal entities:

- 1. Certificate of registration
- 2. Power of attorney for signing the car rental agreement and accepting the vehicle, if the agreement is not signed by the person indicated in the trade registry extract
- 3. Extract from the trade registry
- 4. Identification and driver's license of the person who will be using the vehicle.

## What is included in the rental price:

- Includes technical inspection;
- Compulsory insurance (PZP);
- Emergency insurance;
- Vignette for toll roads in Slovakia;

The rental price does not include fuel costs, paid parking and fines.



# TRANSFER AND RETURN

The parties to the agreement shall formalize an Act of Transfer of the Car from the Lessor to the Lessee and the return of the Car from the Lessee to the Lessor.

Upon receiving the Car from the Lessor, the Lessee is obligated, in the presence of the Lessor, to inspect the functionality of the transferred Car, its equipment, accessories, the presence of related documents, and the existence of damages (interior, exterior). Upon receiving the Car and after its return to the Lessor, the Lessee must document all defects, malfunctions, and details describing the condition of the Car at the time of receipt and return. Upon request of the Lessor or Lessee, photographs may be taken after receiving and returning the Car, reflecting its condition and other conditions of use, which will be an integral part of the Act. The Lessee is obliged to refuse the acceptance of the Car if it is not usable, inoperative, in an accident condition, or if the Lessor refuses to sign and/or prepare the Act regarding the Car's transfer. By signing the Agreement, the Lessee accepts the Car from the Lessor in the condition and under the terms it is in at the time of acceptance.

The Lessee is obliged to return the Car to the Lessor with all accessories and documents in full accordance with the documented condition in the handover–receipt Act from the Lessor, with a clean interior and exterior condition, accounting for normal wear and tear that does not hinder a thorough inspection. If the Car's exterior condition obstructs inspection upon return, the inspection is conducted after cleaning. The Lessor retains the right to inspect the vehicle without the presence of the Lessee. In case of disagreement with the information contained in the Agreement issued by the Lessor, the Lessee must make a corresponding note in the Agreement and sign it. The Lessee does not have the right to refuse to sign the Agreement, including on the grounds of disagreeing with the information and data about the vehicle reflected in the executed Agreement. In this case, the Lessor has the right to unilaterally execute and sign the contract. In the case provided by this point, the Lessee is not entitled to object to the preparation of a unilateral Act signed by the Lessor, which will be the sole admissible and accurate evidence reflecting the condition, equipment, the presence of interior defects, and the exterior condition of the car, accessories, related documents, and description of other conditions upon the Car's return to the Lessor.

The transfer and return of the Car are carried out at the Lessor's location during business days and hours. On weekends and/or outside the office, the transfer of the car can only be done with the Lessor's consent and additional payment. Business days and hours are specified on the Lessor's official website. If the Lessee returns the Car before the agreed rental period expires, the Lessor reserves the right to refuse to refund money for unused days, including in cases of breach of the rental agreement's terms.

The Lessor has the right to install a GPS device in the Vehicle, and in case of the Lessee's breach of obligations related to the return of the Vehicle, the Lessor may prevent the operation (use) of the Vehicle, including engine immobilization.

The Lessee agrees that the Vehicle may be equipped with a telematics device ("GPS"), an electronic location determination device. Through such systems, the Lessor can determine the location, control, or deactivate the Vehicle if deemed necessary, without prior warning or notice, within the limits permitted by applicable laws. Remote monitoring may involve collecting data about the Vehicle, such as location, odometer readings, oil level, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other data that the Lessor may consider necessary. The Lessee consents to the use or disclosure of information about the Vehicle's location, automatic accident notifications, and information about legally permitted operational conditions. The Lessee is obligated to inform all drivers and passengers of the Vehicle about the conditions of this section and that the Lessee has authorized the disclosure of information as specified in this document.

The Lessee agrees to indemnify damages, protect, and release the Lessor from liability for any harm caused to people or property due to telematics equipment malfunction or arising in any other way as a result of using telematics equipment, and/or in cases of the Lessee's fault.

# **TELEMATICS (GPS) NOTICE**

The Lessor has the right to install a GPS device in the Vehicle and in case the Lessee violates the obligation to return the Vehicle, to prevent the operation (use) of the Vehicle, including engine blocking.

The Lessee agrees that the Vehicle may be equipped with a telematic device ("GPS"), an electronic location detection device. With such systems, Lessor may locate, monitor or deactivate the Vehicle as it deems necessary, without warning or notice, to the extent permitted by applicable law. Remote monitoring may include the collection of Vehicle data such as location, odometer readings, oil level, fuel level, tire pressure, battery charge, diagnostic trouble codes and such other data as Lessor may deem necessary. Lessee consents to the use or disclosure of Vehicle location information, automatic accident notification, and operating condition information as permitted by law. Lessee shall inform all occupants of the Vehicle of the terms of this section and that Lessee has authorized the disclosure of the information required herein. Lessee agrees to indemnify, defend and hold Lessor harmless for any damage to persons or property caused by malfunction of the telematics equipment or otherwise arising out of the use of the telematics equipment and/or if Lessee is at fault.

# **OPERATIONAL TERMS**

Expenses related to and/or arising from the operation of the car, including fuel costs, fines for administrative violations committed by the Lessee, tariffs for private paid parking lots, as well as transportation expenses and other costs resulting from improper use of the Vehicle and/or due to accidents are the responsibility of the Lessee.

The Lessee must inform BARKRO about trips abroad and the destinations of their travels.

It is allowed to travel without additional fee to the following countries (Zone 1): Austria, Czech Republic, Hungary.

For an additional fee it is allowed to travel to the following countries (Zone 2): Croatia, Slovenia.

#### Zone 2 includes Zone 1.

For an additional fee, it is allowed to travel to the following countries (Zone 3): Germany, Italy, Liechtenstein, Poland, Switzerland, Monaco.

#### Zone 3 includes Zone 1 and Zone 2.

Travel to Albania, Andorra, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Denmark, Estonia, Finland, France, Greece, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Netherlands, Norway, Portugal, Romania, Russia, Turkey, Serbia, Spain, Sweden, Ukraine, United Kingdom, island nations, and African countries is prohibited. Travelling to these countries is only permitted on request and with the consent of the Lessor.

Crossing the borders of Zone 2 and Zone 3 countries without the lessor's consent will result in a fine equal to the cost of crossing one of the zones.

Crossing the borders to countries to which it is prohibited to travel is subject to an additional penalty to the payment penalty for crossing one of the zones.

### **Strictly Prohibited:**

- Operating the vehicle by a person without prior written consent from the Company;
- Transporting people or property for commercial purposes, using the vehicle for taxi services (Bolt, Uber, etc.);
- Using the vehicle to tow or push any other vehicle, trailer, or object;
- Participating in any races, tests, or competitions;
- Using the vehicle for any illegal purposes or criminal activities;
- Providing unlicensed individuals with driving lessons using the vehicle;

- Transporting passengers in violation of the law (e.g., transporting children without child seats, etc.);
- Transporting animals;
- Smoking in the car. If signs of smoking are detected in the car (smell, burnt interior elements, etc.) or if the interior of the car is damaged by the Lessee (door panels, ceiling lining, seats, dashboard, radio, etc.), a fine will be imposed in accordance with this agreement;
- Overloading the vehicle beyond its nominal carrying capacity;
- Operating the vehicle under the influence of alcohol or other substances, such as drugs or toxic substances, or under any other physical or mental condition that impairs the driver's health and/or affects their ability to operate the vehicle;
- Intentional damage to the vehicle or its loss;
- Operating the vehicle in areas where driving is prohibited (rivers, lakes, snowy areas, Grossglockner High Alpine Road, etc.). If the driver is forced to leave the main road due to road repair, the insurance company will cover the damage;
- Operating the vehicle in an unsafe, reckless, careless, or negligent manner, as well as expenses caused by ignoring the sound and visual warnings of the vehicle;
- Serious violations of traffic rules;
- Allowing a person younger than the minimum age specified in this agreement to operate the vehicle:
- Visiting geographical zones without prior consent from the Lessor;

By signing this agreement, the lessee agrees that he is fully financially responsible for any breach of the terms of the lease resulting in traffic damage.

The Lessee must familiarize themselves with the rules of use and operation of the Vehicle before signing the rental agreement and the handover-receipt Act of the vehicle. The Lessee acknowledges being familiar with the terms of use and operation since the Agreement's conclusion. The Lessee is not allowed to perform repairs, alterations, modifications, or any interventions, install additional equipment or devices, technical means, or equipment on the Vehicle.

If the Lessee violates the conditions of place and time (returning the vehicle more than 24 hours after the agreed rental period), a fine of 50 EUR and 1 (one) day of rent will be charged. The Lessee agrees that after 24 hours from the agreed rental period, the Lessor has the right to notify law enforcement authorities about theft.

The Lessee must immediately inform the Lessor of all technical and other deficiencies in the rented Vehicle that have arisen since the Lessee's acceptance of the Vehicle. The Lessor must address the technical deficiencies of the rented Vehicle if these deficiencies arise due to reasons beyond the Lessee's control.

Within the framework of this Agreement, the Lessor must address the Lessee's remarks regarding the removal of deficiencies preventing the use and operation of the Vehicle, including instructions for eliminating deficiencies through telephone communication, and if necessary, by eliminating deficiencies on–site using a competent specialist. If, after receiving information about defects and/or other circumstances preventing the use and operation of the Vehicle, the Lessor's specialist determines that no defects and/or other circumstances preventing the use and operation of the Vehicle are present, the Lessee will bear the costs of calling the specialist, as stipulated by this Agreement. In this case, the specialist will prepare a document stating the absence of deficiencies and/or other circumstances preventing the use and operation of the Vehicle and present it for the Lessee's signature.

The Lessee must sign the document mentioned in this section with the information provided in the document, provided that their remarks and objections are indicated in the text of the document. In case of the Lessee's violation of the obligation specified in this section, the Lessor's specialist is authorized to unilaterally formalize the Agreement and sign it. The Lessee has no right to contest the document unilaterally signed by the Lessor's specialist, as it is the sole acceptable document and evidence accurately reflecting the presence/absence of deficiencies and/or other circumstances at the time of the call that prevent the use and operation of the Vehicle. If the deficiencies and other circumstances preventing the use and operation of the Vehicle are caused by the Lessee's improper use or operation of the Vehicle, the Lessee must pay the Lessor the cost of removing the deficiencies and other circumstances preventing the use and operation of the Vehicle.

# THE LESSEE'S OBLIGATIONS

In accordance with the terms and conditions set forth in this Agreement, the Lessee must pay the lessor the rental fee and all applicable amounts specified in the agreement and the handover-receipt Act. In the event of termination of the Agreement, return the Vehicle to the Lessor within 1 hour and sign the Act.

The Lessee must immediately inform the Lessor of any malfunctions, defects of the Vehicle, technical and/or other circumstances that prevent the use and operation of the Vehicle.

## The Lessee agrees to:

- Not operate the vehicle under the influence of alcohol, psychotropic substances, and medicines that impair and/or affect the driver's ability to operate the vehicle.
- Not allow the vehicle to be operated by persons not specified in the agreement and the appendix, including individuals without the right to drive the vehicle, individuals under the influence of alcohol and/or narcotic substances.

- Continuously monitor the Vehicle's condition, perform all necessary actions and maintenance
  with the frequency indicated by the vehicle manufacturer in the conditions of use and
  operation, including checking engine oil, refueling the Vehicle only with fuel provided by the
  manufacturer, monitoring the indicator lamps on the Vehicle indicating its technical condition
  and/or its devices.
- Cease using the Vehicle in case of breakdowns, defects, technical and/or other circumstances preventing the use and operation of the Vehicle.
- Observe traffic rules and be aware that the Lessee is solely responsible for violations.
- Park the vehicle in designated parking areas, lock the doors and trunk of the vehicle when parking, activate the anti-theft system, and not leave keys and documents in the vehicle. Keys and documents must be constantly in the possession and under the supervision of the Lessee. If the Vehicle is stolen, the Lessee must return the original keys and documents for the Vehicle. If the Lessee notices any technical malfunctions, they must immediately inform the lessor without moving the vehicle.

The Lessee is responsible for any technical malfunctions or defects of the Vehicle's components and/or their loss. If technical malfunctions or defects arise during the operation of the Vehicle not due to the Lessor's fault and the further use of the Vehicle becomes unsafe, the Lessor has the right to demand the replacement of the rented Vehicle with a vehicle of the same type. In the event of an accident or loss of the Vehicle (or its parts), the Lessee must immediately notify the Lessor and the police, assist in drawing up legal acts and documentation as required by the legislation, and provide them to the Lessor.

# THE LESSOR'S RESPONSIBILITIES

Replace the vehicle with another vehicle if the vehicle is inoperable, unsuitable for use, or its further operation has led to a breakdown, if it happened due to the lessor's fault.

If the vehicle's malfunction, its further unsuitability for use and/or operation occurred due to the lessor's fault, the lessor provides the lessee with a replacement vehicle at the lessor's expense.

Throughout the term of the lease agreement, at their own expense, rectify those defects that prevent the use and operation of the Vehicle and are not caused by the actions or inaction of the Lessee. Provide the Lessee with all necessary documents for the use and operation of the Vehicle.

# RENTAL FEE AND OTHER PAYMENTS/DEPOSIT

The Lessee is obligated to timely pay the fee (hereinafter referred to as the rental fee) for using the Vehicle, in the amount specified in the Acknowledgement of Receipt. In case of overdue payment by more than 1 (one) day, a commission of 0.8% of the total amount of outstanding financial obligations is charged.

The rental fee is paid in advance unless otherwise provided by law, the provisions, and conditions specified in the Agreement.

In addition to the rental fee, the Lessee must pay all payments stipulated by this Agreement or the Acknowledgement of Receipt. In order to ensure the fulfillment of all financial (payment) obligations to the Lessor, the Lessee must provide a deposit in the amount determined by the Agreement upon signing.

If the Lessee fails to fulfill their obligations to the Lessor or fulfills their obligations improperly, the Lessor has the right to satisfy their claims against the Lessee from the deposited funds.

The deposit amount can be transferred to the Lessor by a bank card. When using bank cards, the entire payment amount or a portion of it is transferred to the company's account number. After fulfilling all obligations of the Lessee to the Lessor, the deposit will be returned in full or in part. If the obligations of the Lessee exceed the amount of the deposited funds, the Lessor has the right to use the entire amount of the deposit to fulfill the Lessee's obligations and demand payment for the uncovered part of the obligations. For some car categories, the deposit can be left in cash. In this case the Lessee acknowledges that the cash deposit may be held for up to 12 months after the termination of the lease, after which the funds may be returned to the Lessee. The deposit made by a bank card will be unblocked within 7 (seven) business days from the moment of returning the vehicle and handing over the keys and documents of the vehicle to the lessor.

# **INSURANCE AND LOSSES**

### **BARKRO** offers two different pricing tiers for insurance coverage:

- Basic Protection (Standard),
- Premium Protection (Premium SCDW), each of which provides varying levels of coverage and reduction of financial responsibility.

Basic Protection Standard (Collision Damage Waiver (CDW)) is always included in the rental cost.

It limits the lessee's financial responsibility in case of damage to the vehicle resulting from collision, vandalism, theft or attempted theft.

The amount of responsibility also depends on the chosen vehicle category.



The Premium Protection package (Super Collision Damage Waiver (SCDW)) releases the lessee from financial responsibility in case of damage to the vehicle, windshield, mirrors, headlights resulting from collision, theft, or attempted theft. Tire insurance is provided separately for an additional fee depending on the vehicle class.

# **REQUIREMENTS AND RESPONSIBILITIES**

The vehicle that the Lessor rents to the Lessee under the agreement is insured in accordance with the terms of the insurance contract. Upon entering into the Agreement, the Lessee confirms that they have read, understood, and agreed to the terms of the Rental Agreement, and from the moment of receiving the Vehicle from the Lessor in accordance with the Agreement, they are the lawful owner of the Vehicle. The Lessee agrees that as the lawful owner of the Vehicle, they are responsible for promptly notifying the Lessor of insurance events (accidents, traffic incidents, etc.) and must fulfill this obligation in accordance with the law, in the manner and on the terms provided by the Insurance Contract. Operating the vehicle without the Lessor's permission is not allowed.

In the event of any incident, loss, or damage, the Lessee must provide a report prepared in accordance with the procedure established by law, as well as satisfactory information about other parties, participants in the incident, or witnesses. The Lessor has no right to accept claims made by any person. If the Lessee is the guilty party in an insurance event (or the guilty party cannot be established or identified), as well as in the case of loss of parts, damage or theft of the vehicle (regardless of the lessee's fault), total loss of the car (regardless of the lessee's fault), fire of the Vehicle (regardless of the lessee's fault), regardless of the size of the damage caused, the Lessee's obligation to the Lessor is to compensate for losses depending on the vehicle class and the chosen tariff plan.

In the event of an insurance incident where the Lessee is not deemed at fault according to the official conclusion of competent authorities or the insurance company, the Lessor reserves the right to demand payment of administrative surcharges from the renter. Administrative surcharges include expenses related to the processing of insurance claims, legal support and other incident–related costs. This rule applies even in cases where official conclusion of competent authorities or the insurance company is absent. The exception to this is the theft of the vehicle. In this case the Lessee's obligation to the Lessor is to compensate for losses depending on the vehicle class and the chosen tariff plan. The amount of administrative surcharges is determined based on the price list for administrative services published on the lessor's official website on the date of the insurance incident.

If you operate the vehicle in violation of the terms of the Rental Agreement and/or the insurance contract, insurance coverage (CDW, TP, also SCDW) does not apply. In this case, the Lessee bears full financial responsibility. If the amount of security (deposit) does not cover the amount of damage caused to the Lessor, the Lessee must pay for the losses in the part that is not covered by the security.

In the event of a violation of the terms of the Rental Agreement and/or the insurance contract, any losses incurred by the Lessor are subject to compensation by the Lessee, and in cases where the Lessor provides a replacement vehicle, the Lessee pays the rental fee for it. In these cases, the Lessee also pays the cost of the initially provided vehicle for the duration of its repair.

In case the insurance company does not pay for the damage caused to the vehicle or third parties (their property, health, passengers), when the refusal to reimburse is due to the actions or inaction of the Lessee, the Lessee pays for the damage caused to the vehicle and third parties (their property, health).

In case of an unexpected need for the repair of the Vehicle not caused by the Lessee's fault, the Lessee has the right to request repairs at an authorized service with prior written agreement on the subject and price of the repair with the Lessor. Provided the procedure specified in this Agreement is followed, the Lessor reimburses the Lessee for all expenses incurred for the repair of the vehicle within 10 days from the moment the Lessee presents a document confirming their payment. During the period of repair of the Vehicle specified in this clause, the Lessee does not pay the Rental Fee.

The Lessor is not responsible for the personal belongings of the Lessee and other persons.

# THIRD-PARTY LIABILITY (TPL) INSURANCE

In car rentals, Third-Party Liability (TPL) is one form of liability insurance. It protects the renter from the responsibility for any damage caused to a third party, which includes individuals or their property.

The renter will be covered against financial expenses in connection with any of the following consequences that may arise from an incident occurring due to the renter's fault while using the vehicle:

Bodily injury or death suffered by third parties; and/or Property damage caused to third parties, as well as the losses and expenses resulting from such damage.

## Third-party liability insurance does not cover:

- Bodily injury or death that you (the driver at the time of the incident) may sustain; and/or
- Any damage or loss of your personal property or belongings; or
- Any damage caused to the vehicle itself;
- Any damage caused by the violation of the terms of the rental agreement.



# THEFT INSURANCE (TP)

This insurance covers the theft or attempted theft of the vehicle you have rented.

## This insurance protects you from liability in the following situations:

- Theft of the vehicle and any accessories resulting from burglary and intrusion (accessories refer to any components installed in the vehicle by the lessor and/or the manufacturer).
- Attempted theft of the vehicle and any accessories.
- Any act of vandalism against the vehicle while it is stationary and unattended by you.
- Any windows, headlights, or reflectors that may be damaged or broken as a result of theft or attempted theft.

## This insurance does not cover damage in the following cases:

If the vehicle is stolen or damaged due to your negligence or, in particular (but not limited to), if the keys and documents were left in the vehicle when it was unattended and/or were given to an unauthorized person.

- Your failure to use the anti-theft system properly and any inability to return the keys and documents to us, or if you left the vehicle unlocked when you were not using it.
- Theft or damage to your personal belongings or any items transported in or on the vehicle.

In these situations, the Lessee bears full financial responsibility for the damage caused. TP insurance is included in all base rates on our website **www.barkro.com** The deductible amount depends on the tariff you choose and the vehicle category.

## **Roadside Assistance**

Throughout the entire rental period, you can take advantage of 24/7 roadside assistance service at no additional cost. Breakdowns that occur due to your fault, as a result of using the wrong type of fuel or due to its absence, breakdown or loss of car keys, are not covered by the free service and are subject to a fixed fee. Damage to the car's tires that requires replacement also incurs a fixed fee and is not covered by the free service. In case of purchasing a tire insurance package, the renter is exempted from full financial responsibility in cases of tire damage, except for violations of the rental agreement and/or insurance contract terms.

# **PAYMENTS AND FINES**

All prices and fines are listed in the **PRICE LIST.** The Lessor has the right, at its discretion, to enforce or not to enforce its right to collect penalties and fines stipulated in the agreement, and to determine the time for their submission and/or establish a period during which they must be collected and/or set a date for the calculation of penalties and fines stipulated in this agreement, and/or collect the full amount or reduce the amount of penalties or fines stipulated in this agreement. In case of violation of traffic rules, the Lessor reserves the right to additionally issue an invoice and demand payment, and the Lessee agrees to pay a fine for a traffic rules violation to the Lessor's account, or the Lessor has the right to unilaterally deduct the fine from the deposit amount without the prior consent of the Lessee. The Lessee must reimburse all expenses incurred by the Lessor, including operational costs (fines for traffic violations, etc.).

Any damage to mechanical and motor components, also interior parts, that occurred due to the fault of the Lessee, as well as in cases of violation of the rental agreement and/or the car insurance contract, is not covered by the insurance company and is fully charged to the Lessee. An exception is cases when these components and parts are damaged as a result of an insurance event.

## **PREPAYMENT**

Prepayment implies that the rental is paid in advance before signing the rental agreement and receiving the vehicle. Prepayment is made by issuing an invoice with the company's details or other methods, including online payment. The renter can also pay the rental cost upon signing the agreement and receiving the vehicle. Confirmation of prepayment by BARKRO is not transferable to third parties. Only the cardholder can use prepayment rates.

The renter can change their reservation for free. Changing the reservation may affect the rental cost. If the renter books a car with BARKRO and does not make a prepayment, the lessor guarantees that the car will be available for only 1 hour after the scheduled delivery time. For convenience, the renter can enter their credit card details in the "Payment Details" section, and the company will reserve the car until the office is closed without additional payment. However, the company recommends contacting the office and informing them if the renter will be delayed.

The renter can cancel the reservation for free no later than 48 hours before the start of the rental period. Funds for prepaid bookings cancelled on the day of collection or less than 48 hours before the start of the rental will be refunded in full minus a fee of 50 EUR or the full rental amount if it's lower. If the renter fails to pick up the car at the scheduled time and does not cancel the reservation, a fee of 50 EUR or the full rental amount if it's lower will be charged to their credit card. If no changes to the reservation are made and the rental is terminated early (for example, the

customer returns the car before the agreed rental period ends), funds for unused days will not be reimbursed.

## CANCELLATION AND RESERVATION AMENDMENT TERMS

A booking that has been fully or partially paid for can be cancelled by the renter no later than 48 hours before the start of the rental without a penalty. If the booking is cancelled less than 48 hours before the start of the rental, a fee of 50 EUR or the full rental amount if it's lower will be charged. The renter can modify their booking by phone at **+421951245740** or in writing by email at <a href="mailto:info@barkro.com">info@barkro.com</a>. If the renter has provided their credit card details for booking guarantee, they agree that the lessor may charge a fee of 50 EUR or the full rental amount if it's lower from that credit card if they haven't cancelled the booking and haven't picked up the car on the day of collection.

## **OTHER TERMS**

The renter is not entitled to transfer their rights and obligations under this Agreement and these Rules to other individuals, sublet or otherwise rent the Vehicle to third parties, conclude a carriage contract, or undertake similar actions.

All disputes related to this Agreement shall be subject to the jurisdiction of the lessor's location. The Agreement and these Appendices come into force from the date of conclusion and signing of the Acceptance and Transfer Report and the vehicle rental agreement, and remain in effect until the Parties fully perform their obligations under the Agreement.

Any change in the renter's place of residence must be promptly notified to the lessor in writing. Until notification is received, correspondence may be sent to the renter's last known address without losing legal force.

By signing the rental agreement, the renter agrees to comply with the provisions of the general rental terms and undertakes to compensate any losses and claims of the lessor arising from their non-compliance (regardless of whether the violation was intentional or due to negligence). Additional agreements to the vehicle rental terms always require the lessor's written and/or verbal consent.

Contractual prices provided in this Agreement or in the price list do not preclude the right to claim damages.

The renter's personal data will be stored in the lessor's database. The lessor undertakes not to disclose the renter's personal data to third parties and to use them solely for business relations with the renter.

In the event of the lessor collecting outstanding debt from the renter, the renter's personal data may be disclosed to third parties. Documents and personal data of the renter will also be provided to state authorities if necessary upon their request, to authorities for the purpose of enforcing their rights against the renter and fulfilling their obligations stipulated by law, as well as to insurance companies for the settlement of insurance claims related to the renter.

The rental agreement and these general terms and conditions, which are an integral part thereof, are governed by the legislation of the Slovak Republic.

By signing these General Terms and Conditions, the Renter confirms that they have read these General Terms and Conditions and agree with their content.

