

➤ **Terms and  
conditions**

# GENERAL TERMS AND CONDITIONS

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## 1. DEFINITIONS

### 1.1 Interpretation

For the purposes of these General Terms and Conditions (the “**Terms and Conditions**”), the following terms shall have the meanings set out below:

**A. Terms and Conditions:** these general terms and conditions.

**B. Rental Agreement:** a document evidencing and confirming the contractual relationship between the Contracting Parties, specifying the subject-matter of the rental, the rental period and the Contracting Parties. These Terms and Conditions form an integral part of the Rental Agreement and govern the respective rights and obligations of the Contracting Parties.

**C. Contracting Parties:** the **Lessor** and the **Lessee**.

**D. Lessor: BARKRO s.r.o.**, registered office: Obchodná 559/37, 811 06 Bratislava – Staré Mesto, Company ID (IČO): 52 797 406, Tax ID (DIČ): 2121164188, VAT ID: SK2121164188, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, File No.: 142679/B.

**E. Lessee:** the person to whom the Lessor provides the Vehicle for use for consideration and under the conditions set out in these Terms and Conditions.

**F. Consumer:** a natural person who, in connection with a consumer contract, an obligation arising therefrom or within a commercial practice, does not act within the scope of their business activity or profession.

**G. Leasing Provider:** the beneficial/legal owner of the Vehicle — a commercial company with which the Lessor concluded a financial leasing agreement for the acquisition of the Vehicle, for the purpose of enabling the Lessor, with the Leasing Provider’s prior written consent, to rent out the Vehicle to third parties.

**H. Vehicle:** a motor vehicle made available by the Lessor to the Lessee for use under these Terms and Conditions.

**I. VAN:** a Vehicle with seven (7) to nine (9) seats.

**J. Short-Term Rental:** making the Vehicle available to the Lessee for a period of not more than twenty-nine (29) days.

**K. Long-Term Rental:** making the Vehicle available to the Lessee for a period of at least one (1) month, i.e., thirty (30) days.

**L. Vehicle Handover Report:** a document recording the Vehicle’s details at the time of handover to the Lessee, including its condition, equipment and components, any existing damage (internal and external), the place and time of handover, and the signatures of the Contracting Parties.

**M. Vehicle Return Report:** a document recording the Vehicle’s details at the time of return by the Lessee to the Lessor, including its condition, equipment and components, any existing damage (internal and external), the place and time of return, and the signatures of the Contracting Parties.

**N. In-person handover/return:** handover and return of the Vehicle in person at the Lessor’s premises during the Lessor’s opening hours.

**O. Key Box return:** return of the Vehicle using the Lessor’s Key Box service.

**P. Key Box:** a service offered by the Lessor outside its opening hours, enabling the Lessee to return the Vehicle by depositing the Vehicle keys into a designated locker/box specified by the Lessor.

**Q. Telematics:** technology enabling the remote transmission, receipt and storage of data/information.

**R. Administrative Fee:** a fee covering the Lessor’s administrative burden, in particular in connection with traffic violations, the processing of any fines/penalties, handling of Vehicle damage, late return of the Vehicle, and other administrative actions.

**S. Security Deposit:** a monetary security provided by the Lessee which shall be returned upon termination of the rental relationship provided it has not been applied/used by the Lessor in accordance with these Terms and Conditions.

**T. Rental Fee:** the consideration payable to the Lessor for making the Vehicle available to the Lessee for use.

**U. Reservation Fee:** a fee payable upon creation of a Vehicle reservation where the “pay in advance” option is selected.

**V. Civil Code:** Act No. 40/1964 Coll., the Civil Code.

**W. Consumer Protection Act:** Act No. 108/2024 Coll. on Consumer Protection, as amended.

**X. Personal Data Protection Act:** Act No. 18/2018 Coll. on Personal Data Protection, as amended.

**Y. Mandatory Motor Third-Party Liability Insurance (PZP):** third-party liability insurance maintained by the Lessor in accordance with Act No. 381/2001 Coll. on compulsory motor third-party liability insurance, under which damage caused to third parties in connection with the operation of the Vehicle may be compensated in accordance with that Act.

**Z. Comprehensive Motor Insurance (CASCO):** non-life insurance covering, inter alia, accidental damage to the Vehicle as well as theft, damage, destruction and damage caused by natural events.

**AA. Tariff Plan:** the insurance coverage level selected by the Lessee from the Lessor's offer (three (3) levels of insurance cover).

**BB. Damage Event:** a road traffic event occurring in direct connection with the operation of the Vehicle resulting in property damage and/or personal injury.

**CC. Insured Event:** a Damage Event that directly results in damage to the Vehicle and in respect of which an insurance claim/indemnity may be pursued.

**DD. Damage (to the Vehicle):** property damage arising to the Vehicle after handover to the Lessee, where the Vehicle's condition recorded in the Vehicle Return Report does not correspond to the condition recorded in the Vehicle Handover Report, and which is caused in particular by any of the following:

- explosion or fire in the Vehicle, and/or damage caused by natural forces (natural disasters), including: lightning, landslide, falling rocks/soil, collapse of a natural cave or underground structures, wind of at least 15 m/s, torrential rain, flood, water ingress/overflow, other inundation, hail, snow slide or snow load pressure, earthquake of at least level 5 on the Mercalli–Sieberg scale, including consequential damage where objects fall onto or collide with the Vehicle;
- damage caused by a traffic accident resulting from sudden and external mechanical impact on the Vehicle, or damage caused intentionally by a third party (accident-related damage);
- theft or partial theft of the Vehicle despite properly locked and functional security/anti-theft equipment (theft damage). This does not include theft arising solely from the Vehicle's disappearance. Misappropriation shall not be deemed theft damage;
- robbery (theft involving violence), where the Vehicle is taken from its lawful user by force or threats;
- damage to the Vehicle's glass caused by direct, sudden mechanical impact and/or damage caused by a third party.

**EE. Damage-Related Costs:** the costs of repair, storage, transport and other costs related to Damage to the Vehicle (collectively).

**FF. Covered Damage:** Damage covered by the Lessor's insurance depending on the Tariff Plan selected by the Lessee.

**GG. Third-Party Damage Caused:** damage caused to a third party during operation/use of the Vehicle that is covered under PZP.

**HH. Third-Party Damage Sustained:** damage (including Damage to the Vehicle and other Vehicle-related loss) caused by third parties, covered by the third party's PZP, relating to the Vehicle that is the subject of the Rental Agreement.

**II. Total Loss:** Damage where the cost of repair would exceed the Vehicle's value immediately prior to the occurrence of the Damage. The assessment of Total Loss is typically made by the relevant insurer or another duly qualified expert.

**JJ. Lessee Deductible:** the percentage (%) portion of Damage borne by the Lessee for each Insured

Event, depending on the Tariff Plan selected. Where the damage is repairable and replacement is not required, the deductible is not charged.

**KK. Damage Assessor:** a person who, within the damage compensation process, carries out a technical assessment of Damage to the Vehicle, determines the nature and scope of the Damage and, based on relevant databases (e.g., AUDATEX or DAT), assesses the scope and costs of parts and labour, prepares inspection documentation and determines the extent of Damage. A Damage Assessor may be an expert appointed from a repair facility or an independent damage assessment office.

### 1.2 Lessor's Contact Details

- **Operating address:** Šustekova 37, 851 04 Bratislava
- **Telephone:** +421 951 245 740
- **E-mail:** info@barkro.com

### 1.3 Lessor's Invoicing Details

- **BARKRO s.r.o.**
- **Company ID (IČO):** 52 797 406
- **Tax ID (DIČ):** 2121164188
- **VAT ID:** SK2121164188
- **Registered office:** Obchodná 559/37, 811 06 Bratislava – Staré Mesto

## 2. RENTAL CONDITIONS

1. Any person wishing to rent a Vehicle must be at least eighteen (18) years of age and must hold a valid driving licence.
2. Where the Lessee wishes to rent a **VAN** without any additional fees, the Lessee must be at least twenty-three (23) years of age and must have held a driving licence for at least three (3) years.

2.1 If the Lessee is between eighteen (18) and twenty-one (21) years of age, the Lessor shall charge the Lessee an additional fee for the rental in accordance with the schedule of services and fees available on the Lessor's website or here.

3. The Lessee may choose either:
  - (i) a **Short-Term Rental** with unlimited mileage; or
  - (ii) a **Long-Term Rental**, where a specific mileage allowance is agreed, taking into account the Lessee's requirements as stated when making the Vehicle reservation.
4. In the case of a **Long-Term Rental**, the Lessee may extend the agreed rental period, each time by at least one (1) month. The aggregate duration of extensions of a Long-Term Rental may not exceed one (1) year.
5. For the purpose of renting a Vehicle, the Lessee shall present the Lessor with the following documents:
  - national ID card or passport;
  - driving licence;
  - a document evidencing lawful residence and/or lawful stay within the territory of the European Union (visa, residence permit, etc.); and

- a debit or credit card held in the Lessee's name (the principal driver specified in the Rental Agreement).
6. The Rental Fee includes:
- technical inspection (roadworthiness testing);
  - Mandatory Motor Third-Party Liability Insurance (PZP);
  - Comprehensive Motor Insurance (CASCO);
  - roadside assistance/emergency cover; and
  - a motorway vignette for motorways in the Slovak Republic.
7. The following optional additional services may be included for an additional fee:
- additional driver;
  - Cross-border Zone 1;
  - Cross-border Zone 2;
  - Cross-border Zone 3;
  - child seat (0–12 months / 0–13 kg);
  - child seat (1–3 years / 9–18 kg);
  - child seat (4–7 years / 15–30 kg);
  - child seat (8–12 years);
  - snow chains;
  - ski rack;
  - roof box;
  - Austrian motorway vignette (excluding tunnels);
  - Hungarian motorway vignette (up to 7 persons) – 10 days;
  - Hungarian motorway vignette (more than 7 persons) – 10 days.
8. Prices for individual optional additional services are set out in the schedule of services and fees available on the Lessor's website or here.
9. The Rental Fee does not include fuel, paid parking, fines/penalties, or any other costs relating to acts/items/circumstances not expressly listed in Clause 6 of this Article, or in Clause 7 of this Article where the Lessee has paid the applicable additional fee for optional additional services.

### **3. FORMATION OF THE RENTAL AGREEMENT; HANDOVER AND RETURN OF THE VEHICLE**

1. The Contracting Parties shall enter into the Rental Agreement in writing. In the Rental Agreement, the Contracting Parties shall agree (i) the date and time when the Lessee may collect the Vehicle from the Lessor and (ii) the date and time when the Lessee is obliged to return the Vehicle to the Lessor. The Rental Agreement shall also specify the place of handover and return of the Vehicle.

2. For the purposes of these Terms and Conditions, an act performed “in writing” and/or a “written agreement” shall also include an act performed in electronic written form and/or an electronically executed written agreement.
3. The Contracting Parties conclude the Rental Agreement on the basis of the Lessee’s order submitted to the Lessor.
4. The Rental Agreement is concluded electronically and is delivered by the Lessor electronically to the e-mail address stated in the order.
5. The Rental Agreement shall be deemed concluded on the date the Reservation Fee is paid, or on the date the Vehicle is collected, whichever occurs first. If the Reservation Fee is not paid within the time limit set out in Article 10 of these Terms and Conditions, it shall be deemed that the Rental Agreement was never concluded.
6. The Lessee is entitled to collect the Vehicle from the Lessor at the time and place agreed in the Rental Agreement.
7. Upon collection of the Vehicle, the Lessee shall, in the presence of the Lessor, inspect the Vehicle’s operability, the completeness of its equipment and accessories—especially the presence of documents required for lawful use of the Vehicle (vehicle registration certificate, international motor insurance card (“Green Card”), where applicable proof of emissions and roadworthiness inspection, and any other documents required by law)—and the existence of any damage (interior and exterior). All identified damage, handed-over documents and accessories shall be recorded in the Vehicle Handover Report.
8. The Vehicle equipment includes, in particular: first-aid kit, warning triangle, high-visibility safety vest, and spare wheel.
9. The Vehicle accessories include, in particular: the Vehicle keys and the documents required for proper use of the Vehicle.
10. The Lessee shall refuse to accept the Vehicle if it is unfit for use, non-operational, in an accident-damaged condition, or if the Lessor refuses to prepare and/or sign the Vehicle Handover Report.
11. Upon collection of the Vehicle by the Lessee, the Contracting Parties shall complete the Vehicle Handover Report, which shall state, inter alia, the current condition of the Vehicle and whether any damage is present at the time of handover. If damage is present at the time of handover, each item of damage shall be recorded in the Vehicle Handover Report. Any damage to the Vehicle not recorded in the Vehicle Handover Report shall be deemed to have arisen in causal connection with the Lessee’s use of the Vehicle, unless proven otherwise.
12. The Contracting Parties shall sign the Vehicle Handover Report electronically through the Lessor’s designated system. The Vehicle Handover Report shall then be sent to the Lessee’s e-mail address provided in the order or updated by the Lessee at the time of handover. By signing the Vehicle Handover Report, the Lessee confirms and agrees to the statements contained therein.
13. If the Lessee fails to collect the Vehicle at the agreed time:
  - where the Lessee has paid the Rental Fee in advance, the Lessor shall wait for the Lessee to collect the Vehicle until the office closes in accordance with the Lessor’s then-current opening hours;

- where the Lessee has not paid the Rental Fee in advance, the Lessor shall wait for two (2) hours from the time stated in the Rental Agreement. If the Lessee fails to collect the Vehicle even within the additional period set out above, the Lessor is entitled to withdraw from the Rental Agreement. In such case, neither the Reservation Fee nor any Rental Fee paid shall be refunded to the Lessee.
14. The Lessee shall return the Vehicle to the Lessor at the time and place agreed in the Rental Agreement.
  15. The Lessee shall return the Vehicle clean, without any damage beyond normal wear and tear, together with all equipment, accessories and documents provided. If the Lessee fails to comply with this obligation, the Lessee shall pay for the actions required to restore the Vehicle to its original condition. The prices for individual actions shall be charged in accordance with the Lessor's schedule of services and fees available here.
  16. The Lessor is entitled to carry out a detailed inspection of the returned Vehicle in order to verify the condition in which the Vehicle has been returned. If the condition of the Vehicle's exterior or interior prevents inspection at the time of return, the inspection shall be carried out only after the Vehicle has been cleaned. The Lessor reserves the right to inspect the Vehicle even in the absence of the Lessee.
  17. Upon return of the Vehicle, the Contracting Parties shall prepare the Vehicle Return Report, which shall include information on the time and place of return. The Vehicle Return Report shall state, inter alia, the current condition of the Vehicle, whether any damage is present at the time of return, and whether all equipment, accessories and documents have been returned. Photographs of the Vehicle taken at the time of return form an inseparable annex to the Vehicle Return Report.
  18. The Contracting Parties shall sign the Vehicle Return Report electronically through the Lessor's designated system. The Vehicle Return Report shall then be sent to the Lessee's e-mail address provided in the order or updated by the Lessee at the time of handover/return. By signing the Vehicle Return Report, the Lessee confirms and agrees to the statements contained therein.
  19. Where, due to the Lessee's failure to return the Vehicle clean, it is not possible to carry out an inspection at the time of return, the Vehicle Return Report shall be prepared without stating the Vehicle's condition, with a note that the Vehicle's condition will be documented again and added to the Vehicle Return Report after the Vehicle has been cleaned. By signing the Vehicle Return Report, the Lessee agrees to such procedure.
  20. If the Lessee refuses to sign the Vehicle Return Report, the Lessor shall record this fact in the Vehicle Return Report and the Vehicle Return Report shall be signed by the Lessor only.
  21. The Vehicle may also be returned using the Lessor's Key Box service. This service is available where the Vehicle is returned outside the Lessor's opening hours. In such case, the Lessee shall park the Vehicle in the designated space, lock the Vehicle, and deposit the Vehicle keys and documents into the Key Box located at the Lessor's premises. The Lessee shall leave all other equipment and accessories inside the locked Vehicle.
  22. Where the Key Box service is used, the Lessee shall complete the required details via the Lessor's application, thereby generating the Vehicle Return Report. The Lessee shall attach photographs evidencing the Vehicle's condition at the time of return. The Lessee shall also

truthfully state in the Vehicle Return Report information regarding the Vehicle's condition, soiling/uncleanliness and any damage.

23. On the next business day, the Vehicle shall be inspected by the Lessor, who shall then sign the Vehicle Return Report and send it to the Lessee by e-mail.
24. If the Lessor identifies damage and/or soiling that the Lessee did not disclose in the Vehicle Return Report, the Lessee shall be informed of the identified deficiencies and of the next steps. The Lessee shall pay for the actions required to restore the Vehicle to its original condition. The prices for individual actions shall be charged in accordance with the Lessor's schedule of services and fees available here.
25. If the Lessee returns the Vehicle before the expiry of the rental period, the Lessee shall not be entitled to a refund of the Rental Fee for the days during which the Vehicle was no longer in the Lessee's possession (early return).
26. If the Vehicle is not returned to the Lessor at the time agreed in the Rental Agreement, the Lessor is entitled to use all available means to secure the return of the Vehicle, including, without limitation, preventing further operation of the Vehicle by immobilising the engine.
27. If the Lessee fails to return the Vehicle at the time and place agreed in the Rental Agreement, the Lessee shall pay the Lessor the rental price for one (1) day together with a contractual penalty of EUR 50.00. The "rental price for one day" means the maximum daily Rental Fee rate under the price list for Short-Term Rental (for the avoidance of doubt: for example, if the daily rate for a two-week rental is EUR 35 but the daily rate for a one-day rental is EUR 50, then in the case of late return the amount charged shall be EUR 50 plus the contractual penalty).
28. If the Lessee does not return the Vehicle to the Lessor even within twenty-four (24) hours after the agreed return time, the Lessor is entitled to report the Vehicle as stolen to the competent law enforcement authorities.

#### **4. USE OF GLOBAL POSITIONING SYSTEM (GPS) AND TELEMATICS**

1. The Lessor's Vehicles are equipped with a Global Positioning System (the "GPS") and telematics technology.
2. GPS is a system designed to determine and record the Vehicle's location. By means of GPS, the Lessor is able to determine the Vehicle's location.
3. By means of telematics technology, the Lessor has access to Vehicle data, including in particular: odometer reading, engine oil level, fuel level, tyre pressure, battery charge level, and diagnostic fault codes.
4. Data recorded via telematics is used primarily to enhance the Lessee's road safety.
5. The Lessor is entitled to use the recorded data and, by means of telematics technology, to prevent further operation of the Vehicle where the Lessee breaches these Terms and Conditions and/or the Rental Agreement, and also where the Lessee grossly breaches applicable law.
6. Where the Lessee breaches these Terms and Conditions and/or the Rental Agreement, the Lessor is not obliged to notify the Lessee in advance of its intention to prevent further operation of the Vehicle.

7. By accepting these Terms and Conditions, the Lessee expressly consents to the use of information regarding the Vehicle's location, automatic accident notifications, and information regarding the Vehicle's operational status.
8. The Lessee shall inform all drivers and passengers in the Vehicle of the terms of this section and of the fact that the Lessee has authorised the recording and use of information obtained via GPS and telematics as set out in these Terms and Conditions.
9. The processing and protection of personal data obtained via GPS and telematics is governed by the privacy information/notice on personal data processing available here.
10. The Lessor shall not be liable for any damage caused by a malfunction of the telematics device occurring while the Vehicle is in the Lessee's possession. The Lessee shall be liable for any damage caused by a malfunction of the telematics device occurring while the Vehicle is in the Lessee's possession, unless it is proven that the malfunction was caused by an act or omission of the Lessor.

## 5. TERMS FOR USE OF THE RENTED VEHICLE WHEN CROSSING BORDERS

1. In order to prevent misuse of the Lessor's Vehicle for unlawful activities, the Lessor reserves the right to be informed of the Lessee's travel abroad and the destination(s) of any such travel.
2. The Lessee is permitted to travel with the rented Vehicle to certain foreign countries, subject to the conditions set out in this Article.
3. The Lessee may travel to countries included in **Zone 1** without an additional fee. Zone 1 includes:
  - Slovak Republic;
  - Czech Republic;
  - Republic of Austria;
  - Hungary.
4. The Lessee may travel to countries included in **Zone 2** only if the optional service "**Cross border Zone 2**" is purchased. Zone 2 includes:
  - Croatia;
  - Slovenia.
5. The Lessee may travel to countries included in **Zone 3** only if the optional service "**Cross border Zone 3**" is purchased. Zone 3 includes:
  - Monaco;
  - Germany;
  - Italy;
  - Liechtenstein;
  - Poland;
  - Switzerland.

6. Without the Lessor's prior written consent, travel to the following countries is prohibited:

- Albania;
- Andorra;
- Belarus;
- Bosnia and Herzegovina;
- Bulgaria;
- Denmark;
- Estonia;
- Finland;
- France;
- Greece;
- Latvia;
- Lithuania;
- Luxembourg;
- North Macedonia;
- Malta;
- Moldova;
- Montenegro;
- Netherlands;
- Norway;
- Portugal;
- Romania;
- Russia;
- Turkey;
- Serbia;
- Spain;
- Sweden;
- Ukraine;
- United Kingdom;
- island states;
- African countries.

7. If the Lessor grants written consent to travel to any prohibited country, such travel shall be subject to an additional fee in accordance with the Lessor's schedule of services and fees available here.
8. Where the Lessee travels to a Zone 2 or Zone 3 country, transit through Zone 1 countries remains free of charge. Charges apply exclusively to Zone 2 and Zone 3 countries and/or countries for which the Lessor's prior written consent is required.
9. Any zone surcharge does not include the relevant motorway vignette/toll permit. For travel to countries other than Slovakia, the Lessee shall obtain any required motorway vignette/toll permit at the Lessee's own expense.
10. Crossing the borders into Zone 2, Zone 3, or prohibited countries without the Lessor's prior written consent and/or without purchasing the relevant optional service shall be subject to a contractual penalty equal to fifty per cent (50%) of the fee for the relevant service as set out in the then-current schedule of services and fees. In such case, the Lessee shall also pay the applicable fee for crossing into the relevant country which the Lessee entered without written consent and/or without purchasing the optional service.
11. Any breach of obligations under this Article shall be deemed a material breach of the Rental Agreement.

## **6. TERMS FOR USE OF THE RENTED VEHICLE**

1. The Lessee undertakes to use the Vehicle only for the purpose for which it was rented and in a manner compliant with these Terms and Conditions.
2. The use of the rented Vehicle for the following activities and/or in the following manner is strictly prohibited:
  - use of the Vehicle by any person other than the Lessee without the Lessor's prior written consent;
  - carriage of persons and/or property for commercial purposes and use of the Vehicle for taxi/ride-hailing services (including, without limitation, Bolt and Uber);
  - using the Vehicle to tow or push any other vehicle, trailer or object;
  - participation in any races, tests or competitions;
  - use of the Vehicle for any unlawful purpose or criminal activity;
  - providing driving instruction using the Vehicle;
  - use of the Vehicle as a driving school vehicle;
  - carriage of passengers in breach of applicable law (e.g., transporting children without child seats and the like);
  - transport of animals;
  - smoking in the Vehicle;
  - overloading the Vehicle beyond its rated payload/capacity;

- driving/using the Vehicle under the influence of alcohol or other intoxicating substances, including drugs or toxic substances, or in any other physical or mental condition that impairs the driver's ability to operate the Vehicle safely;
  - operating the Vehicle in breach of applicable laws and regulations, in particular road traffic regulations;
  - intentional damage to the Vehicle or loss of the Vehicle;
  - use of the Vehicle in areas where driving is prohibited (rivers, lakes, snow areas, Grossglockner Hochalpenstraße, etc.);
  - using the Vehicle in a dangerous, careless, reckless or negligent manner;
  - ignoring audible and visual warnings/alerts of the Vehicle;
  - permitting a person younger than the minimum age specified in these Terms and Conditions/Rental Agreement to drive the Vehicle;
  - subletting/renting out the Vehicle to a third party.
3. If the Lessee commits any of the prohibited acts set out in Clause 2 of this Article (other than those classified as "serious conduct"), the Lessor is entitled to (i) claim a contractual penalty of EUR 100.00 for each individual breach and (ii) withdraw from the Rental Agreement.
4. The following shall be deemed **serious conduct**:
- intentional damage to the Vehicle or loss of the Vehicle;
  - breach of road traffic rules;
  - use of the Vehicle in a manner contrary to its intended purpose;
  - breach of the Vehicle's technical and/or operating standards (e.g., carrying more persons than permitted);
  - use of the Vehicle for any unlawful purpose or criminal activity;
  - subletting/renting out the Vehicle to a third party.
5. If the Lessee commits any serious conduct as defined in Clause 4 of this Article, the Lessor is entitled to (i) claim a contractual penalty of EUR 300.00 for each individual breach and (ii) withdraw from the Rental Agreement.
6. By accepting these Terms and Conditions, the Lessee confirms that the Lessee has been informed of and understands the prohibited activities and prohibited manners of using the rented Vehicle.
7. Any breach of obligations under this Article shall be deemed a material breach of the Rental Agreement.

## **7. RIGHTS AND OBLIGATIONS OF THE LESSOR DURING THE TERM OF THE RENTAL RELATIONSHIP**

1. During the term of the rental relationship, the Lessor shall perform the following obligations at its own cost:

**(i) Obligations related to maintaining the Vehicle in roadworthy/operational condition:**

- replacement of the Vehicle's tyres based on their age and mileage. Where tyre replacement is required due to accelerated wear compared to normal annual mileage, the Lessee shall bear the costs of materials and labour related to tyre replacement (this obligation does not apply to a Short-Term Rental);
- seasonal tyre change and/or replacement of summer and winter tyres in accordance with applicable road traffic legislation;
- carrying out all service inspections and maintenance actions set out in the Vehicle's operating and maintenance manual, including replacement of worn parts, filters and lubricants (maintenance) in accordance with the manufacturer's requirements;
- repairs attributable to natural wear and tear of the Vehicle, performed at an authorised service centre. Any repairs carried out unilaterally by the Lessee without the Lessor's consent shall be borne by the Lessee;
- installation, maintenance and verification/calibration of the odometer;
- costs of the Vehicle's accessories and equipment as per the Rental Agreement and the Vehicle Handover Report, including installation and maintaining operational functionality, and replacement due to natural wear and tear;
- repair of the Vehicle in the event of a malfunction caused by natural wear and tear (this category does not include, in particular: tyre puncture, towing due to lack of fuel, or malfunction occurring after the service interval has been exceeded). Provided the Lessor considers towing necessary and justified, it shall arrange it—or approve it retrospectively if ordered as a result of intervention by an authority;
- remedying damage to the Vehicle caused by force majeure (vis maior).

**(ii) Obligations related to lawful use and operation of the Vehicle in road traffic:**

- arranging the Vehicle's roadworthiness inspection (technical inspection);
- maintaining mandatory motor third-party liability insurance (PZP) and handling communications with the insurer;
- bearing the risk of Covered Damage and handling communications with the insurer under comprehensive motor insurance (CASCO);
- payment of motor vehicle tax in respect of the rented Vehicle;
- where the Vehicle is leased, performance of the obligations arising under the relevant leasing agreement.

**(iii) Provision of a replacement vehicle for a Short-Term Rental:**

- In the event of a technical malfunction of the Vehicle, the Lessor shall, after twelve (12) hours from the occurrence of the malfunction or Damage Event and upon the Lessee's written request, and subject to availability, provide the Lessee with a replacement Vehicle in the same category at a location designated by the Lessor or at one of its branches. The Rental Fee for the replacement Vehicle shall be the same as the Rental Fee for the original Vehicle that became unusable.

- A replacement Vehicle means a Vehicle in the same category as the Vehicle that was to be/was provided.
- The Lessor is not obliged to ensure that the replacement Vehicle has the same equipment/specification as the original Vehicle.
- By taking delivery of a replacement Vehicle, the Lessee confirms and agrees that the replacement Vehicle is provided in accordance with the Rental Agreement and constitutes full performance. For this reason, the Lessee shall not assert any claims against the Lessor for compensation for Damage.

**(iv) Provision of a replacement vehicle for a Long-Term Rental:**

- In the event of a technical malfunction or a Damage Event in road traffic, the Lessor shall, after twenty-four (24) hours from the occurrence of the malfunction or Damage Event and upon the Lessee's written request, and subject to availability, provide the Lessee with a replacement Vehicle in the same category at a location designated by the Lessor or at one of its branches. The Rental Fee for the replacement Vehicle shall be the same as the Rental Fee for the original Vehicle that became unusable.
  - Where the Lessee requires a replacement Vehicle due to the Lessee's fault, the rate for a replacement Vehicle in the same category shall be charged at the rate applicable on the day the need for a replacement Vehicle is reported. If the Lessor can provide only a Vehicle of a different category and the Lessee agrees to receive such Vehicle, the price for the different category Vehicle shall be determined in accordance with the price list applicable on the date the need is reported and shall apply for the entire period during which the replacement Vehicle service is provided.
  - A replacement Vehicle means a Vehicle in the same category as the Vehicle that was to be provided.
  - The Lessor is not obliged to ensure that the replacement Vehicle has the same equipment/specification as the original Vehicle.
  - By taking delivery of a replacement Vehicle, the Lessee confirms and agrees that the replacement Vehicle is provided in accordance with the Rental Agreement and constitutes full performance. For this reason, the Lessee shall not assert any claims against the Lessor for compensation for Damage.
2. In the case of a Long-Term Rental, the Lessor has the right at least once every six (6) months, and more frequently where justified, to have the Vehicle inspected either in the Lessor's own workshop or at an authorised service centre designated by the Lessor. Where a Long-Term Rental is being extended, the Lessor has the right, in justified cases, to have the Vehicle inspected at any time in the Lessor's workshop or at an authorised service centre designated by the Lessor.
  3. In the case of a Long-Term Rental, the Lessor may require the Lessee to prepare, at least once every six (6) months, an external condition report on the Vehicle including photographs and to send it to the Lessor by e-mail.
  4. In the request under Clause 3 of this Article, the Lessor may specify the scope of information to be included in the condition assessment, the subject of photography, and the position/placement (angles, location). The Lessee undertakes that, where requested, the

Lessee shall carry out the external condition assessment within three (3) business days of receipt of the request and shall send the results to the e-mail address specified by the Lessor.

5. If the Lessee fails to comply with a request under the preceding Clause, the Lessee shall, after each unsuccessful request, pay the Lessor a contractual penalty equal to twenty-five per cent (25%) of the monthly rent. After the third unsuccessful request, the Lessor is entitled to terminate the Rental Agreement with immediate effect.
6. If the Lessee fails to comply with the Lessor's request and a technical malfunction occurs which could demonstrably have been prevented had the Vehicle inspection been carried out, all costs of repair of such malfunction shall be borne by the Lessee.
7. The Lessor shall arrange, primarily by telephone, the remedy of any defects identified on the Vehicle that prevent proper use and operation. Where necessary, the Lessor shall arrange for the identified defects to be remedied on-site by a competent specialist.
8. If the competent specialist determines that the defects reported by the Lessee are not present, the costs of dispatching/arranging the competent specialist shall be borne by the Lessee. In such case, the competent specialist shall prepare a document confirming the absence of the reported defects and submit it to the Lessee for signature.
9. In the event of the Lessor's failure to comply with the obligations set out in this Article, the Lessee is entitled to withdraw from the Rental Agreement.

## **8. RIGHTS AND OBLIGATIONS OF THE LESSEE DURING THE TERM OF THE RENTAL RELATIONSHIP**

1. During the term of the Rental Agreement, the Lessee shall have the exclusive right to possess and use the Vehicle. The Lessee is not entitled, without the Lessor's prior written consent, to pledge the Vehicle, create any security interest over it, transfer it, encumber it, or otherwise assign or transfer to any third party any rights arising from the Rental Agreement. Pursuant to Section 666 of Act No. 40/1964 Coll., the Civil Code (the "**Civil Code**"), the Lessee shall not sublet the Vehicle or make it available for temporary use to any third party.
2. The Lessee shall operate and use the Vehicle during the term of the Rental Agreement at the Lessee's own cost and risk. The Lessee shall return the Vehicle with a full fuel tank. The Lessee shall ensure proper and professional operation and use of the Vehicle in compliance with applicable laws and regulations throughout the rental period.
3. The Lessee shall familiarise itself/himself/herself with the rules for the use and operation of the Vehicle set out in these Terms and Conditions.
4. The Lessee shall notify the Lessor without undue delay of any technical or other defects of the rented Vehicle arising after the Vehicle has been handed over to the Lessee. The Lessor shall, at its own cost, remedy technical defects arising without the Lessee's fault.
5. The Lessee shall comply with instructions and obligations arising from the Vehicle's onboard systems/alerts, follow their guidance, carry out the instructions communicated thereby, recognise malfunctions of onboard devices in a timely manner, and report such malfunctions immediately.
6. In the case of a Long-Term Rental, the Lessee shall comply with the service intervals displayed by the Vehicle and notified by the Lessor at handover. The Lessee shall proceed as follows:

- no later than ten (10) business days before the anticipated end of the applicable service interval, or no earlier than two thousand (2,000) km before the end of such interval, the Lessee shall report the Vehicle to the Lessor for inspection and shall organise its/his/her schedule so that the inspection can be carried out upon reaching the prescribed mileage; if the Lessee fails to comply with this obligation, the Lessee shall compensate the Lessor for all Damage incurred as a result of such failure (for the avoidance of doubt, service intervals are to be observed either by time or by mileage, as determined by the Lessor);
  - if the Lessee fails to comply with the obligation set out in this Clause 6, the Lessee shall bear all costs and Damage arising in connection with such non-compliance.
- 7. In the event of non-compliance with Clause 6 of this Article, the Lessor is entitled to claim a penalty in accordance with the schedule of services and fees.
- 8. The Lessee shall monitor unusual behaviour/phenomena of the Vehicle and, where necessary, ensure without undue delay that fault diagnostics are carried out and that all measures necessary to protect life and health and property are taken. The Lessee shall also notify the Lessor of such circumstances.
- 9. The Lessee shall take all necessary measures to protect the Vehicle (lock the Vehicle, activate the alarm, etc.) and to ensure the proper functioning of protective devices for property located in the Vehicle. If any malfunction of such devices is identified, the Lessee shall notify the Lessor without undue delay.
- 10. The Lessee shall continuously monitor the Vehicle's condition and perform maintenance at the frequency specified by the manufacturer in the Vehicle's operating conditions, including checking engine oil, refuelling with suitable fuel, and monitoring warning lights indicating the technical condition of the Vehicle and/or its systems.
- 11. The Lessee shall cease using the Vehicle in the event of defects, faults, technical and/or other circumstances preventing safe use and operation of the Vehicle. The Lessee shall report such circumstances to the Lessor without undue delay.
- 12. The Lessee shall park the Vehicle only in designated parking areas, lock the doors and boot when leaving the Vehicle, activate the alarm, and shall not leave the Vehicle keys or Vehicle documents in the Vehicle. The Vehicle keys and documents shall remain at all times in the Lessee's possession and under the Lessee's control.
- 13. If the Vehicle is stolen, the Lessee shall return any Vehicle accessories received, in particular the Vehicle keys and the Vehicle documents (where available/remaining).
- 14. If the Lessee detects any technical malfunction of the Vehicle, the Lessee shall immediately notify the Lessor and, if further operation of the Vehicle is impossible, unsafe, threatens the Vehicle's functioning, property, or the life and health of persons, the Lessee shall stop using the Vehicle and park it without undue delay.
- 15. In the event of a traffic accident and/or theft of the Vehicle (or its accessories), the Lessee shall immediately notify the Lessor and the police and shall cooperate with the actions performed by the competent law enforcement authorities.
- 16. The Lessee may carry out any servicing actions on the Vehicle only with the Lessor's prior written consent, as follows:

- the duration of maintenance in accordance with notified service intervals, where the Lessee reports the service in the prescribed manner and within the prescribed time limit, shall be one (1) full business day for so-called minor services and two (2) full business days for so-called major services, commencing from the hour of arrival for service. Service booking is based on the Vehicle's functioning odometer and the Lessee's notification. If the Lessee fails to fulfil this obligation in due time, the Lessor may book the Vehicle for service inspection;
  - all repairs to the Vehicle shall be approved by the Lessor individually by written consent, based on the Lessee's fault report and/or diagnostics prepared by an authorised service centre;
  - the Lessee shall have the Vehicle repaired at a service centre in Slovakia agreed in advance with the Lessor, or, if permitted by the Lessor, at an authorised service centre authorised to repair the relevant brand. In the case of urgent/emergency repair, the Lessee shall contact the Lessor immediately and the Lessor shall provide instructions on the next steps;
  - if the Lessor's service network available in Slovakia changes, the Lessor shall inform the Lessee by e-mail and provide details of the service centres;
  - in the event of faults endangering the Vehicle's roadworthiness/operability or extraordinary phenomena occurring during operation, the Lessor must be informed without undue delay;
  - the Lessee may carry out only those repairs approved by the Lessor;
  - abroad, the Lessee may arrange servicing in a foreign authorised service centre only if agreed in advance with the Lessor. Prices of authorised service centres depend on spare parts prices and the place of performance. The invoice currency is euro (EUR). Use of any foreign service centre not designated within the Lessor's service network always requires the Lessor's prior consent;
  - irrespective of whether it is a routine or extraordinary inspection, maintenance, diagnostics or repair at the Lessor's request, the Lessee shall hand over the Vehicle for servicing empty. The Lessor is not responsible for personal belongings/cargo left in vehicles handed over for service/inspection/maintenance.
17. Technical malfunctions of the Vehicle and requests for diagnostics shall be reported by telephone. In urgent cases, the Lessee shall also send the telephone notification by e-mail within twenty-four (24) hours to the contact addresses provided at handover of the Vehicle.
18. Due to a technical malfunction, the Lessee shall not be entitled to assert against the Lessor any direct or indirect claim for compensation for Damage, including contractual penalties that the Lessee may be obliged to pay to third parties, and the like.
19. The Lessee is responsible for the following acts, omissions and their consequences related to the use of the Vehicle:
- damage caused by improper and unreasonable use of the Vehicle, including, without limitation, repairs arising from malfunctions of the fuel pump, non-return valves and injectors, as well as damage resulting from the Lessee's failure to perform maintenance obligations;
  - damage to and repair of equipment, accessories, spare parts, devices and tools that were not originally handed over/installed/provided by the Lessor;
  - damage caused by misuse, overloading, criminal offences, misdemeanours, third parties, or damage arising from unknown causes (and their consequences for the Vehicle);

- modifications to the Vehicle carried out by the Lessee or a third party without the Lessor's knowledge and consent and their consequences;
  - towing costs arising in connection with a Vehicle malfunction;
  - repair of damaged tyres, in particular due to impact with a kerb or puncture by a foreign object;
  - towing and repair of the Vehicle in the event of a traffic accident caused by the Lessee's act/omission;
  - fees associated with use of the Vehicle (in particular: public space use fees, tolls and parking fees);
  - any sanctions resulting from breaches of laws and regulations (in particular traffic offences, administrative offences, fines, including fines imposed abroad in connection with traffic or the Vehicle);
  - any criminal offence committed in connection with the use of the Vehicle that may be directly or indirectly linked to such use.
20. Any breach of obligations under this Article shall be deemed a material breach of the Rental Agreement.
21. The Lessor is entitled to claim a contractual penalty of EUR 300.00 for each individual breach of the obligations under this Article.

## **9. PAYMENT TERMS; RENTAL FEE**

1. The Lessee shall pay the Lessor the agreed Rental Fee for making the Vehicle available for use.
2. The Lessor is entitled to charge the Rental Fee to the Lessee from the date on which the Lessee collects the Vehicle from the Lessor until the date on which the Lessee returns the Vehicle to the Lessor.
3. The Lessor is entitled to charge the Rental Fee for each commenced (started) day during which the Vehicle is in the Lessee's possession.
4. The amount of the Rental Fee in each individual case shall be determined by the individual Rental Agreement concluded between the Contracting Parties.
5. For a Short-Term Rental, the Lessee may choose, when making the reservation, one of two payment options: payment upon collection of the Vehicle or payment in advance. If payment upon collection is selected, the Rental Fee becomes payable upon the Lessee's actual collection of the Vehicle from the Lessor. If payment in advance is selected, the full agreed Rental Fee is payable upon creation of the Vehicle reservation by the Lessee.
6. For a Long-Term Rental, the Rental Fee is payable monthly. When making the reservation, the Lessee may choose either payment upon collection of the Vehicle or payment in advance. If payment upon collection is selected, the Rental Fee becomes payable upon the Lessee's actual collection of the Vehicle from the Lessor. If payment in advance is selected, the Lessee shall pay the full amount of the Rental Fee upon creation of the Vehicle reservation. Payment of the Rental Fee is effected by automatic debiting of funds from the Lessee's bank account in the agreed amount via the Stripe system, for each commenced month of the rental, until the date on which the Lessee notifies termination of the rental.

7. The Contracting Parties agree that, for a Long-Term Rental, the Lessor is entitled to unilaterally adjust the amount of the monthly Rental Fee if the Lessor's fixed operating costs related to operating the Vehicle that is the subject of the rental (whether individually or in aggregate) increase, as a result of changes in legislation, by an average of more than ten per cent (10%) per calendar year. In such case, the Lessor is entitled to increase the base Rental Fee to the extent the increase in costs actually affects the Lessor.
8. The Lessor shall notify the Lessee in writing of the increase in costs and the related increase in the Rental Fee at least thirty (30) days in advance. The Lessee is entitled, within ten (10) days of receipt of the notice, to request evidence of such costs in writing by post or by e-mail. The Lessor shall provide the documentation and explanation in the same manner within ten (10) days of receipt of the Lessee's request.
9. The Contracting Parties agree that the Rental Fee is primarily determined in EUR. The Lessor issues invoices in EUR and the Lessee shall also pay the invoiced amount in EUR.
10. For a Short-Term Rental, the Security Deposit in the amount agreed in the Rental Agreement shall be paid together with the Rental Fee.
11. For a Long-Term Rental, the Security Deposit shall be paid together with the first monthly Rental Fee, and the amount of the Security Deposit shall equal one (1) month's Rental Fee.
12. The Lessor may apply the Security Deposit towards compensation for Damage and/or unpaid Rental Fees.
13. For a Long-Term Rental, after payment of the first monthly Rental Fee, the Lessor shall issue regular monthly invoices in advance as of the first day of each calendar month, separately for each Vehicle. If the first day of the relevant month falls on a non-working day/public holiday, the Lessor shall issue the invoice on the first following business day.
14. The Lessee's obligation to pay the Rental Fee shall be deemed fulfilled when the Rental Fee is credited to the Lessor's bank account stated on the invoice. In the case of bank transfer, the Lessee shall state in the "note/reference" field the contract number under which the payment is made and the invoice number.
15. The Security Deposit shall be refunded by the Lessor after the Vehicle is returned by the Lessee.
  - For a Short-Term Rental, the Security Deposit shall be refunded within thirty (30) days of return of the Vehicle, provided the Lessor has all details required to refund the Security Deposit.
  - For a Long-Term Rental, the Security Deposit shall be refunded no earlier than thirty (30) days and no later than sixty (60) days after return of the Vehicle, provided the Lessor has all details required to refund the Security Deposit. In the event of court proceedings, damage to the Vehicle or a Damage claim, the time limit for refund of the Security Deposit shall be suspended until the dispute is finally resolved and/or until the damage compensation process is fully concluded.
16. The Lessee is entitled to request proof/confirmation of the refund of the Security Deposit.
17. If the Lessee is in delay with payment of the Rental Fee, the Lessor is entitled to claim default interest at the rate of 0.08% for each day of delay on the outstanding amount until paid.
18. If the Lessor records outstanding unpaid invoices owed by the Lessee, the Lessor shall allocate payments in the following order: first to the oldest outstanding obligation.

19. Non-payment of the Rental Fee and the Security Deposit by the Lessee shall be deemed a material breach of the Rental Agreement.
20. When creating a reservation of the subject of the rental, the Lessee provides the Lessor with a scan of the Lessee's payment card for the purposes of payment of the Reservation Fee and the Rental Fee. The Lessor reserves the right to debit the agreed amount via an MO/TO transaction system. This system allows payment without entering the three-digit security code (CVC/CVV) on the back of the card. If the Lessee fails to pay the amount for an extension of a Long-Term Rental, the relevant amount shall be debited from the Lessee's payment card via this system.

## **10. RESERVATION FEE**

1. Upon creation of a Vehicle order by the Lessee, where the Lessee selects the "payment in advance" option, the Lessee shall pay the full Rental Fee in advance; this payment includes the Reservation Fee.
2. The Reservation Fee amount is EUR 100.00, or the full amount of the Rental Fee where the Rental Fee is less than EUR 100.00.
3. The paid Reservation Fee shall be credited towards the total Rental Fee.
4. The Lessee is entitled to cancel the reservation. If the reservation is cancelled before the planned start of the rental, the paid Rental Fee shall be refunded to the Lessee, provided that the Lessor is entitled to retain the paid Reservation Fee. If the reservation is cancelled after the planned start of the rental, neither the paid Rental Fee nor the Reservation Fee shall be refunded to the Lessee.
5. The Lessee may amend or cancel the reservation by telephone at +421 951 245 740 or in writing by e-mail at [info@barkro.com](mailto:info@barkro.com).
6. Where the Rental Fee is paid in advance, the Vehicle will be held for collection until the office closes (for the avoidance of doubt: if the Vehicle is reserved for 10:00, the Lessor will hold the reserved Vehicle for the Lessee until the office closes).
7. When placing a Vehicle order, the Lessee is not obliged to pay the Rental Fee in advance if the Lessee selects the "payment upon collection" option.
8. Where the Rental Fee is not paid in advance, the Vehicle will be held for collection for two (2) hours (for the avoidance of doubt: if the Vehicle is reserved for 10:00, the Lessor will hold the reserved Vehicle for the Lessee until 12:00).
9. When making the reservation, the Lessee provides the Lessor with a scan of the Lessee's payment card for the purposes of payment of the Reservation Fee and the Rental Fee. The Lessor reserves the right to debit the agreed amount via an MO/TO transaction system. This system allows payment without entering the three-digit security code (CVC/CVV) on the back of the card. If the Lessee fails to pay the Reservation Fee, the Reservation Fee shall be debited from the Lessee's payment card via this system.

## **11. ADMINISTRATIVE FEE**

1. Where, in connection with the use of the Vehicle, a payment obligation is imposed on the Lessee by an administrative authority or another public authority (in particular, but not limited to, as a result of road traffic infringements, e.g., a fine for speeding, unpaid parking, etc.), the Lessor is

entitled to charge the Lessee an **Administrative Fee** in accordance with the schedule of services and fees available on the Lessor's website.

2. The Lessor is also entitled to claim the Administrative Fee in cases where the Lessor incurs an administrative burden in connection with, in particular, the processing of any fines/penalties, Vehicle damage, late return of the Vehicle, and other administrative actions.
3. The Lessor is entitled to charge an Administrative Fee in accordance with the then-current schedule of services and fees available on the Lessor's website for any amendment to a reservation.
4. Payment of the Administrative Fee does not release the Lessee from the obligation to pay any fine/penalty or other payment obligation imposed on the Lessee by an administrative authority or other public authority.
5. For a Short-Term Rental, the Administrative Fee shall be invoiced to the Lessee subsequently, as of the first day of the month following the month in which the administrative service was performed by the Lessor. The Administrative Fee is due and payable within fifteen (15) days from the date of issue of the invoice.
6. For a Long-Term Rental, the Administrative Fee shall be invoiced to the Lessee together with the Rental Fee in the calendar month following the month in which the administrative service was performed by the Lessor. The Administrative Fee shall be due and payable together with the monthly Rental Fee with which it is invoiced.

## 12. VEHICLE INSURANCE

1. The Lessor offers the Lessee the option to choose insurance from three (3) different Tariff Plans. The Lessor offers the following Tariff Plans:

### (a) Basic Insurance – Collision Damage Waiver (CDW)

- Basic Insurance is always included in the Rental Fee. It limits the Lessee's financial liability in the event of damage to the Vehicle resulting from a traffic accident, vandalism, theft or attempted theft.
- The amount of the Lessee Deductible depends on the selected Vehicle category.

### (b) Premium Insurance – Super Collision Damage Waiver (SCDW)

- A higher standard of cover, subject to an additional fee in accordance with the schedule of services and fees published here. Premium Insurance releases the Lessee from financial liability within the scope of Basic Insurance and additionally covers damage to the Vehicle, the windscreen, mirrors and front headlights resulting from a collision, theft or attempted theft.
- Under this insurance, the Lessee is exempt from paying the Lessee Deductible with respect to the types of Vehicle damage listed in the preceding bullet.

### (c) Premium Insurance + Ultimate Comfort

- Premium Insurance + Ultimate Comfort is subject to an additional fee in accordance with the schedule of services and fees published here. It includes the cover provided under Premium Insurance and additionally includes:
  - theft protection for the Vehicle;
  - tyre insurance;

- interior insurance;
- prepaid interior and exterior cleaning;
- the option for additional drivers to operate the Vehicle.

### **12.1 Theft Protection Insurance**

(i) This insurance covers theft or attempted theft of the rented Vehicle.

(ii) This insurance protects the Lessee from liability in the following situations:  
 a. theft of the Vehicle and any accessories as a result of break-in and unauthorised entry (for these purposes, “accessories” include any components installed in the Vehicle by the Lessor and/or the manufacturer);

b. attempted theft of the Vehicle and any accessories;  
 c. any act of vandalism to the Vehicle while the Lessee is not present in the Vehicle;  
 d. damage to windows, headlights or reflectors that may be damaged or broken as a result of theft or attempted theft.

(iii) This insurance does not cover damage in the following cases:

- a. where the Vehicle is stolen or damaged due to the Lessee’s negligence, in particular (but not limited to) where the keys and documents were left in the Vehicle while unattended and/or were handed over to an unauthorised person;
- b. where the Lessee did not use the alarm or used it incorrectly;
- c. any loss of documents caused by the Lessee’s negligence;
- d. theft of or damage to the Lessee’s personal belongings or any items carried in or on the Vehicle.

### **12.2 Tyre Insurance**

(i) This insurance applies to any damage arising to the Vehicle’s tyres and may be purchased by the Lessee for an additional fee.

(ii) If this insurance is purchased, the Lessee is fully exempt from paying the costs of repair of damaged tyres.

### **12.3 Interior Insurance**

(i) This insurance applies to any damage arising in the Vehicle’s interior and may be purchased by the Lessee for an additional fee.

(ii) If this insurance is purchased, the Lessee is fully exempt from paying the costs of repair of the damaged interior.

### **12.4 Prepaid Interior and Exterior Cleaning**

(i) This cover applies to any soiling/contamination of the Vehicle’s interior and may be purchased by the Lessee for an additional fee.

(ii) If this cover is purchased, the Lessee is exempt from paying any contractual penalty and the costs of cleaning the Vehicle’s interior if the rented Vehicle is returned with a soiled/dirty interior.

### **12.5 Additional Driver Option**

(i) This optional service entitles the Lessee to permit an additional driver listed in the Rental Agreement to operate the Vehicle. In such case, the insurance applies to the additional driver to the same extent as it applies to the Lessee.

### **12.6 Third-Party Liability Insurance**

(i) This insurance covers the Lessee’s liability for unintentionally caused damage to third parties, including injury to health or loss of life, as well as damage to property, and forms part of the mandatory motor third-party liability insurance (PZP).

(ii) This insurance is included in all insurance Tariff Plans.

(iii) This insurance does not cover:

- a. bodily injury or death suffered by the driver of the Vehicle;
- b. loss of or damage to personal property;
- c. damage to the Vehicle itself;
- d. bodily injury or property damage to a third party occurring as a result of a breach of the Rental Agreement and/or these Terms and Conditions.

### 13. PROCEDURE FOR CLAIMING AND SETTLING DAMAGE COMPENSATION (REVISED)

1. Compensation for damage caused by the Lessee to third parties in connection with the operation of the Vehicle shall be governed by applicable laws (in particular Act No. 381/2001 Coll. on compulsory motor third-party liability insurance) and by the terms and conditions of the relevant motor third-party liability insurance policies concluded by the Lessor.
2. The rules set out in these Terms and Conditions shall apply in parallel.
3. In the case of **Covered Damage**, the Lessor shall, in accordance with the damage settlement rules, ensure the involvement of a **Damage Assessor** in the following expressly specified cases:
  - determination of the Vehicle's value at the time the Damage occurred;
  - determination of the reparability threshold;
  - assessment of an economic or technical **Total Loss**;
  - determination of the residual/salvage value;
  - determination of intentional conduct or gross negligence;
  - where the Lessee raises objections and the legal basis of the Damage is not clear;
  - damage caused by fire;
  - damage to safety systems (e.g. airbags, seat belts);
  - damage to a lock.
4. In the event of a **Damage Event**, the Lessor shall assert the claim for compensation against the insurer under the mandatory motor third-party liability insurance (PZP) of the responsible person. The Lessee shall provide all necessary cooperation to enable the claim to be asserted against the tortfeasor's PZP insurer without undue delay.
5. The **Lessee Deductible** in respect of the relevant Damage shall be borne by the Lessee. The amount of the Lessee Deductible depends on the Tariff Plan selected by the Lessee.
6. Without prejudice to the other provisions of this Article, the Lessee shall compensate the Lessor for any loss suffered by the Lessor due to a reduction of insurance benefits arising from the Lessee's breach of any obligation, including indirectly or as a result of theft of the Vehicle, where the insurer reduced the insurance payout, in particular (but not limited to) because the Lessee failed to return the Vehicle registration certificate, lost the keys, etc.
7. In the event of **Total Loss** or theft of the Vehicle, the Lessee undertakes to pay the Lessor the agreed Lessee Deductible and also the difference between the Vehicle's market value as at the date of the insured event and the insurance payout.
8. Where Damage to the Vehicle arises in causal connection with the Lessee's breach of applicable laws and/or these Terms and Conditions, the Lessee shall pay the Lessor a contractual penalty in the amount of one hundred per cent (100%) of the assessed Vehicle Damage.
9. In the event of any Damage to the Vehicle or any Damage Event (including **Third-Party Damage Sustained** and **Third-Party Damage Caused**), the Lessee shall notify the Lessor without undue

delay and in any event no later than twenty-four (24) hours by telephone, and then additionally by e-mail within a further two (2) hours.

10. The incident notification shall include:

- Vehicle registration number;
- registration numbers of any other vehicles involved (where multiple parties are involved);
- location of the Damage Event;
- time of the Damage Event;
- brief description of the incident;
- nature/extent of the damage to the Vehicle;
- in case of personal injury: confirmation that the incident was reported to the competent authority.

11. Within seven (7) days of the Damage Event, the Lessee shall provide the Lessor with all documents relating to the Damage Event, in particular:

- a duly and fully completed Damage Event notification form;
- photographs of the damage;
- where multiple parties are involved or in case of an international traffic accident: a completed European Accident Statement;
- where public authorities intervened: the relevant official record (e.g. police report);
- names and contact details of witnesses; and
- any other documents necessary to assess and handle the Damage Event.

12. The Damage shall be photographed to the maximum possible extent and from as many angles as possible, including photographs of the accident scene, all vehicles involved, objects and other relevant circumstances (e.g. traffic signs), as well as photographs of the damage to the Vehicle itself.

13. The police must be involved if:

- bodily injury occurred; or
  - the person who caused the damage does not acknowledge liability in writing; or
  - there is a dispute between participants in the Damage Event; or
  - the person who caused the damage is unknown; or
  - applicable road traffic regulations require it.
- Until the above circumstances are properly documented, the Lessee must not leave the scene of the Damage Event.

14. In the event of damage caused by fire, the competent fire protection authority must be notified and the police must also be informed.

15. Evidence confirming the notifications under Clauses 9 and 10 of this Article must be submitted as part of the damage settlement process.
16. In the event of damage caused by wildlife, the competent hunting ground user/manager and the police must be notified, and evidence of such notifications must be provided to the Lessor as part of the damage settlement process.
17. If, for any reason, the rented Vehicle leaves the Lessee's possession/control, the Lessee shall notify the Lessor by telephone and also by e-mail within twenty-four (24) hours. The notice shall contain a detailed description stating from whose possession (which natural person), in what manner, to whom, where and when the Vehicle was transferred/removed, including the place, time, intervening authority, file/reference number, etc.
18. If the Vehicle is seized/detained in connection with suspicion of a criminal offence or violation of a legal regulation (in particular a customs offence, tax regime violation or other criminal offence), the notification under Clause 17 must be made within eight (8) hours together with all available information and data, in order to enable the Lessor to take all necessary measures to regain possession of the Vehicle. The Rental Fee remains payable for this period.
19. If a Vehicle key leaves the Lessee's possession/control, the Lessee shall notify the Lessor no later than two (2) hours thereafter. The Lessee shall not make (or procure) any copy of the Vehicle keys. In the event of misuse of the keys, the Lessee is liable to the Lessor and bears the burden of proof, i.e. must prove that no key copy was made after the keys left the Lessee's possession. In every such case, the Lessee shall pay in advance all costs related to replacing the keys and, until new keys are received, shall secure the Vehicle at the Lessee's own expense by parking it in a closed and guarded location. The Lessee shall notify the Lessor of the Vehicle's parking location and shall take all necessary measures to prevent theft of the Vehicle.
20. In the event of a Damage Event or where the Vehicle leaves the Lessee's possession/control for any reason, the Vehicle registration certificate must not be left in the Vehicle. The Lessee shall ensure its safe custody and keep it in the Lessee's possession at all times.
21. In the event of any Damage Event, the Lessee shall take all actions and behave in a manner consistent with the duty to prevent damage and mitigate its consequences, and shall comply with the Lessor's instructions aimed at preventing or minimising Damage.
22. The Lessee may refuse to follow the Lessor's instructions only where compliance would be contrary to applicable law.
23. In relation to Vehicle damage, the Contracting Parties shall act so as to prevent Damage or minimise it. Both Parties shall therefore act in the relevant circumstances in a manner that may reasonably be expected to prevent or limit Damage.
24. The costs of preventive measures adopted by agreement of the Contracting Parties for the purpose of preventing Damage shall be borne by the Lessor. Reasonable mitigation costs that are duly substantiated by an invoice shall be borne by the Lessor. However, the Lessor shall not be liable for mitigation costs where the Lessee has lost the Vehicle keys, i.e. the keys left the Lessee's possession.
25. The Lessee shall provide the Lessor with all additional data and documents evidencing the Vehicle Damage stated in the Damage Event notification no later than fifteen (15) days from the date of the Damage Event, or no later than three (3) days from the date the Lessee obtained the

relevant document/data/information—whichever period expires earlier. These obligations also apply in the case of Third-Party Damage Caused; the Lessee shall deliver all documents and data relating to the Damage Event within the above time limits.

26. The Lessee shall ensure that documents sent by public authorities to the person who was driving the Vehicle at the time of the Damage Event and acting on behalf of the Lessee are provided/made available to the Lessor within the above time limits. The Lessee and the driver involved in the Damage Event shall not contact the liability insurer (PZP) without prior notice to and consent from the Lessor. If the Lessor grants such consent, the Lessee shall inform the Lessor what data and information were provided to the insurer.
27. The decision on the claim for compensation within the damage settlement process shall be made by the Lessor's representative. The amount of Vehicle Damage shall be determined within the damage settlement process carried out by the Damage Assessor. A decision on the validity and amount of compensation, made with the participation of a damage expert, shall be delivered within fifteen (15) days after the last document required for the damage settlement process has been received.
28. The decision on compensation shall be made by an independent Damage Assessor office, which determines the full economic or technical Damage and/or the reparability threshold. The independent Damage Assessor office shall also determine whether the Vehicle Damage was caused by the Lessee's intentional conduct or gross negligence.
29. In the event of economic or technical Total Loss, as well as theft of the Vehicle as a whole, the Vehicle's value at the time the Damage occurred shall be determined by the independent Damage Assessor office based on a relevant database (for the avoidance of doubt, such database includes, e.g. Eurotax or similar). When determining value, the following value-reducing factors shall be taken into account to the Lessee's detriment:
  - the technical condition of the Vehicle, where, in the opinion of the independent expert, the Lessee is responsible for a significantly neglected condition or operation under excessive load;
  - where the Vehicle sustained Damage during the term of the Rental Agreement which the Lessee failed to report in accordance with the damage settlement rules and which was not remedied within six (6) months from the date of the Damage Event.
30. If the Lessee disagrees with the conclusion of the independent Damage Assessor office that the Damage was caused by the Lessee's gross negligence, a court-appointed expert for motor vehicles registered in the list of experts in the field of road transport maintained by the Ministry of Justice shall be engaged. The cost of the expert opinion shall be paid in advance by the Lessor; however, if the Lessee is obliged to compensate the Damage, the final cost shall be borne by the Lessee.
31. The Contracting Parties shall provide all evidence and statements required by the Damage Assessor or the court-appointed motor vehicle expert no later than three (3) business days from receipt of the request.
32. After the Damage Event, the Damage incurred, the causal link, the legal basis of the claim and the amount of Damage have been examined within the damage settlement process and the authorised person acting for the Lessor has decided on compensation, the Lessor shall inform the Lessee of the amount of the Lessee Deductible borne by the Lessee. Where the outcome shows that, in addition to the Lessee Deductible, the Lessee must also compensate insured

Damage and related losses, or where the Damage is not covered by insurance, the Lessor shall request the Lessee to compensate such Damage directly to the Lessor. The request shall set out (i) the reason for the obligation to compensate, (ii) the calculation method, and (iii) supporting documents on which the calculation is based. The payment deadline for compensation and/or the Lessee Deductible shall not be shorter than seven (7) days and not longer than fifteen (15) days.

33. The Lessee may challenge the decision within seven (7) days of its delivery. In the event of a dispute, the Lessor shall request the independent Damage Assessor office to review the decision, provided the Lessee duly substantiates the objection and supports it with relevant facts.
34. After a decision is made within the damage settlement process, the Lessor is entitled to have the Vehicle repaired even if a dispute between the Contracting Parties is ongoing. Damaged or non-functional parts shall be retained until the dispute is resolved. Repairs shall be carried out in accordance with these Terms and Conditions. Only the Lessor is entitled to arrange repairs. In the event of a Damage Event abroad, the Lessor shall decide whether the repair will be performed abroad or after transporting the Vehicle back domestically, taking into account the principle of cost minimisation.
35. Any compensation paid by third parties under PZP for Damage to the Vehicle shall belong to the Lessor.
36. The Lessor bears only those insured/covered Vehicle Damages and related losses that arose in connection with the Damage Event that is the subject of the current damage settlement process. All other Vehicle Damage—especially damage not duly and timely reported, or where the damage settlement process ended with a decision adverse to the Lessee—shall be borne by the Lessee.
37. In connection with a Damage Event, the minimum liability threshold of the Lessor for Vehicle Damage is the amount exceeding the Lessee Deductible; the maximum threshold is the acquisition value of the Vehicle.
38. The Lessor bears all insured/covered Vehicle Damage if the Damage Event:
  - arose as natural depreciation of the Vehicle due to proper and customary use; and/or
  - represents the portion of insured/covered Vehicle Damage exceeding the Lessee Deductible, provided the claim is not excluded from insurance coverage under the Lessor's conditions.
39. The Lessee bears all Vehicle Damage (including minor damage such as a scratch on the bodywork) if the Damage Event or Damage:
  - occurred outside the permitted territorial scope of use under the Rental Agreement; or
  - occurred at a time when the Vehicle should already have been returned to the Lessor; or
  - in the event of theft, the Lessee cannot present all keys and the registration certificate that were in the Lessee's possession, or the Vehicle was not properly locked, or the security device was not functioning at the time of the Damage Event, or the Lessee failed to secure the Vehicle in accordance with these Terms and Conditions despite being aware of such circumstances, or the information provided is incomplete or inconsistent, preventing a CASCO claim; or

- the Lessee failed to notify the Lessor of the Damage within ten (10) days of its occurrence in the manner specified in these Terms and Conditions; or
  - the Lessee failed to provide all documents required under the damage settlement rules within thirty (30) days of the Damage; or
  - the Lessee breached the damage settlement rules and as a result it is not possible to prove the Damage Event, the occurrence of Damage, its legal basis, amount, or causal link; or
  - due to the Lessee's act or omission, the insurer refuses to pay; or
  - the Damage Event was caused by the Lessee's intentional conduct or gross negligence; or
  - the amount of Damage does not exceed the Lessee Deductible.
40. Any losses exceeding Covered Damage to the Vehicle shall be borne by the Lessee. The Contracting Parties agree that the following, in particular, shall constitute the Lessee's gross negligence:
- the driver operates the Vehicle while intoxicated or under the influence of narcotic or psychotropic substances;
  - the Lessee makes the Vehicle available to a third party not approved in advance by the Lessor;
  - the driver hands over control of the Vehicle to a person not authorised or not fit to drive;
  - breach of legal or traffic-safety regulations applicable to the Vehicle;
  - the Lessee or the driver intentionally and unlawfully causes a Damage Event;
  - the driver does not hold a valid driving licence at the time of the Damage Event.
41. Any breach of obligations under this Article shall be deemed a material breach of the Rental Agreement.

#### **14. TERMINATION OF THE RENTAL RELATIONSHIP**

1. The Rental Agreement shall terminate, or may be terminated, as follows:
  - by mutual agreement of the Contracting Parties;
  - by withdrawal from the Rental Agreement;
  - by ordinary notice of termination given by either Contracting Party;
  - by extraordinary (immediate) notice of termination given by either Contracting Party;
  - if the Lessor loses its status as the holder/registered user of the Vehicle.
2. The Contracting Parties agree that either Party may withdraw from the Rental Agreement with effects **for the future only** solely on the grounds expressly set out in these Terms and Conditions.
3. The Lessee is entitled to withdraw from the Rental Agreement without stating any reason until the service has been fully provided by the Lessor. For the purposes of this provision, "full provision of the service" means the proper handover/delivery of the Vehicle by the Lessor to the Lessee at the time and place specified in the Rental Agreement.

4. The Contracting Parties agree that a Rental Agreement concluded for an indefinite term may be terminated by either Party by ordinary notice of termination without stating a reason.
5. The Contracting Parties agree that a Rental Agreement concluded for a fixed term may be terminated by extraordinary notice of termination prior to expiry of the agreed rental term.
6. The Contracting Parties declare and agree that the Lessee is entitled to terminate the Rental Agreement by extraordinary notice of termination if:
  - the Lessee is unable to use the Vehicle due to repairs following a Damage Event not caused by the Lessee, and such inability lasts for more than thirty (30) days, provided that the Lessee duly requested a replacement Vehicle in accordance with these Terms and Conditions and the Lessor failed to provide such replacement Vehicle within five (5) days of receipt of the request;
  - the Lessee ceases to hold a driving licence;
  - the Lessee is remanded in custody or is serving a custodial sentence;
  - the Lessee is subject to a driving ban;
  - the Lessee loses legal capacity;
  - the Lessee's permit for lawful residence and/or movement within the territory of the European Union expires or is revoked;
  - the Lessor repeatedly breaches its obligations under these Terms and Conditions;
  - the Lessor materially/grossly breaches its obligations under these Terms and Conditions.
7. The Lessor is entitled to terminate the Rental Agreement by extraordinary notice of termination without prior warning, in particular in the event of the following breaches or circumstances:
  - the Lessee ceases to hold a driving licence;
  - the Lessee is remanded in custody or is serving a custodial sentence;
  - the Lessee is subject to a driving ban;
  - the Lessee loses legal capacity;
  - the Lessee's permit for lawful residence and/or movement within the territory of the European Union expires or is revoked;
  - the Vehicle is damaged such that repair is not possible, or the Vehicle has been destroyed or stolen;
  - the Lessee commits a material breach of these Terms and Conditions;
  - insolvency/bankruptcy proceedings are commenced against the Lessee or the Lessee is ordered to be wound up/liquidated;
  - liquidation proceedings are commenced against the Lessee due to the Lessee's dissolution without legal successor;

- the Lessee sublets the Vehicle or permits its use by a third party without the Lessor's prior written consent;
  - the Lessee damages, disables, tampers with, or uses the Vehicle with a modified or non-functional odometer, or without an odometer.
8. The Contracting Parties agree that, for a Short-Term Rental, the notice period is three (3) days. The notice period shall commence on the day following the day on which the notice is delivered to the other Contracting Party.
  9. The Contracting Parties agree that, for a Long-Term Rental, the notice period is three (3) months. The notice period shall commence in the month following the month in which the notice is delivered to the other Contracting Party.
  10. Any legal act intended to terminate the Rental Agreement may be made by the Contracting Parties only in writing, either by registered letter sent by post or, in the case of a Short-Term Rental, by e-mail. Such legal act becomes effective upon delivery to the other Party. If a Contracting Party fails to collect a registered letter intended to terminate the Rental Agreement, the letter shall be deemed delivered on the date it is returned to the sender.
  11. Upon termination of the Rental Agreement, the Lessee shall return the Vehicle to the Lessor no later than twenty-four (24) hours from termination of the contractual relationship. A Vehicle Return Report shall be prepared upon return. The Lessee shall return the Vehicle emptied, cleaned, and together with all equipment and accessories handed over upon collection of the Vehicle.
  12. The provisions of Article 3 of these Terms and Conditions shall apply mutatis mutandis to the return of the Vehicle upon termination of the Rental Agreement by notice, withdrawal, agreement, or upon the Lessor's loss of status as holder/registered user of the Vehicle.
  13. Upon termination of the Rental Agreement, the Lessee's right to possess and use the Vehicle shall cease, and the Lessor's right to the Rental Fee shall also cease, unless these Terms and Conditions provide otherwise.
  14. If the Lessee refuses to return the Vehicle, the Lessor is entitled to proceed in accordance with Article 3, Clauses 28, 29 and 30 of these Terms and Conditions.
  15. The Lessee acknowledges that if the leasing agreement between the Lessor and the leasing company terminates, the Rental Agreement shall terminate and the leasing provider shall not be liable for any losses arising therefrom, whereas the Lessor and the Lessee shall settle any losses between themselves in accordance with the Rental Agreement.

## **15. SERVICE OF NOTICES**

1. The Contracting Parties declare that the postal address stated in the Rental Agreement shall be deemed the address for service, at which they shall ensure proper receipt of correspondence and that they become duly acquainted with delivered correspondence.
2. In the event of any change to this postal address, the Contracting Parties undertake to notify the other Contracting Party without undue delay, and no later than three (3) calendar days, by notice sent by e-mail or by registered post.

3. The Contracting Parties further agree that if the obligation to notify a change of postal address is not complied with, all items sent to the original address stated in the Rental Agreement shall be deemed duly served on the date the item is returned to the sender as undeliverable.
4. Postal items shall be served between the Contracting Parties by registered mail with acknowledgement of receipt, except for electronic invoices sent by the Lessor by e-mail.
5. The Contracting Parties declare that any electronic message sent to the e-mail address stated in the individual Rental Agreement shall be deemed duly delivered to and received by the addressee, unless the sender receives an error message confirming non-delivery. In such case, the relevant message must be sent by registered mail.
6. An e-mail shall be deemed read on the date it is sent; if it is sent outside business hours (08:00–17:00), it shall be deemed read on the next business day.
7. The Contracting Parties agree that an e-mail message shall constitute a valid written notice of facts/communications under these Terms and Conditions.
8. If a dispute arises regarding the identity of the sender of an e-mail message or the content of an e-mail message, the burden of proof shall lie with the sender, who must prove that the e-mail was not sent by the person identified as the sender or that it was not sent with the content in the form received by the addressee.

## 16. FINAL PROVISIONS

1. These Terms and Conditions are published on the Lessor's website available here and also form an annex to the Order and the Rental Agreement.
2. The Lessee shall inform the Lessor without undue delay of any change of the Lessee's place of residence, correspondence address, or any other Lessee details stated in the Rental Agreement. Until such notice is received, correspondence shall be sent to the Lessee's last known address.
3. Any agreements on Vehicle rental terms deviating from or supplementing these Terms and Conditions may be made only by a written, numbered addendum to the Rental Agreement.
4. Payment of a contractual penalty shall not affect the right of the injured Party to claim compensation for damage.
5. Any matters not governed by these Terms and Conditions, as well as by their inseparable parts (annexes), shall be governed by the relevant legal regulations of the Slovak Republic, in particular the Civil Code. The legal relationships and any disputes arising from the Rental Agreement and/or these Terms and Conditions shall be governed exclusively by the laws of the Slovak Republic and shall be resolved by the competent courts of the Slovak Republic.
6. The Contracting Parties undertake to resolve all disputes primarily by mutual agreement. If out-of-court negotiations do not lead to settlement, the competent courts of the Slovak Republic shall have jurisdiction to hear and decide the dispute.
7. Act No. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments to certain acts (the "**Act on Alternative Resolution of Consumer Disputes**") entered into force on 1 February 2016. The purpose of this Act is to create a new possibility for consumers to resolve disputes quickly, efficiently, less formally and primarily free of charge, or only with

minimal costs, by reaching an amicable settlement or agreement between the consumer and the Lessor which, upon both Parties' approval of its wording, becomes a binding legal basis.

8. The supervisory authority is the Central Inspectorate of the Slovak Trade Inspection (Slovak: **Slovenská obchodná inšpekcia, "SOI"**) with its seat in Bratislava, and the SOI inspectorates subordinate to it, whose seats and territorial competence remain preserved and correspond to the current territorial-administrative division of the state, namely:
  - (A) SOI Inspectorate seated in Bratislava for the Bratislava Region;
  - (B) SOI Inspectorate seated in Trnava for the Trnava Region;
  - (C) SOI Inspectorate seated in Trenčín for the Trenčín Region;
  - (D) SOI Inspectorate seated in Nitra for the Nitra Region;
  - (E) SOI Inspectorate seated in Žilina for the Žilina Region;
  - (F) SOI Inspectorate seated in Banská Bystrica for the Banská Bystrica Region;
  - (G) SOI Inspectorate seated in Prešov for the Prešov Region;
  - (H) SOI Inspectorate seated in Košice for the Košice Region.
9. If a consumer believes that the Lessor has violated the consumer's rights, the consumer has the right to contact the Lessor with a request for remedy. If the Lessor rejects the request or fails to respond within thirty (30) days of the consumer sending the request, the consumer has the right to submit a proposal to initiate alternative dispute resolution pursuant to Section 12 of the Act on Alternative Resolution of Consumer Disputes. The competent entity for alternative resolution of consumer disputes with the seller is (i) the Slovak Trade Inspection (SOI), which may be contacted for this purpose at "Slovenská obchodná inšpekcia, Bajkalská 21/1, P. O. Box 29, 820 07 Bratislava 27", or (ii) another competent authorised legal person entered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorised entities is available on the website of the Ministry of Economy), with the consumer having the right to choose which of the above entities to contact.
10. The right to bring the matter before a court is not affected.
11. The Lessor reserves the right to amend and supplement these Terms and Conditions without prior notice to the Buyer. The obligation to notify changes in writing shall be deemed fulfilled by publishing the updated Terms and Conditions on the Lessor's website. Where a rental relationship is ongoing, changes to the Terms and Conditions shall be notified to the Lessee by sending them to the Lessee's e-mail address. However, a validly concluded agreement shall be governed by the Terms and Conditions valid and effective at the time it was concluded.
12. By submitting an order, the Lessee expresses consent to these Terms and Conditions and confirms that the Lessee has read them, understands them, and agrees to be bound by them.
13. Data protection matters are governed by the document "Information on the Processing of Personal Data" available on the Lessor's website or here.
14. These Terms and Conditions shall enter into force on 15 February 2026.