

GENERAL TRADING CONDITIONS OF THE MOTORHOME RENT AGREEMENT

/are an integral part of the Motorhome Rent Agreement/

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1. INTRODUCTORY PROVISIONS

- 1.1. The current General Conditions of the Agreement (hereinafter referred to as "GTC") govern legal relations between the Lessee and the Lessor (hereinafter referred to as "Parties") in case of the motorhome rent (hereinafter referred to as "MH") and are an integral part of the Motorhome Rent Agreement (hereinafter referred to as "Agreement") concluded between the Parties and are obligatory unless otherwise agreed. The GTC regulate the rights and obligations of the Lessee and the Lessor in detail, including all accompanying services that are provided by the Lessee.
- 1.2. The legal relations arising as used in the Agreements, the mutual rights and obligations are regulated by provisions of obligatory rule of law of the Slovak Republic, in particular by the Law č. 40/1964- Občiansky zákonník, the Civil code, provisions of the Rent Agreement and Supplements to it, as well as the current GTC. Mandatory legal provisions of law of the Slovak Republic are applied only when the controversial matter is not settled in the Agreement, the integral Supplements to it or the current GTC.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. The Lessee undertakes to read and understand all provisions of the legal act in good faith, namely: the general scope of the Agreement, the current GTC, and other documents which are applicable to such type of deals. While sending the completed order form, the Lessee confirms to the Lessor that he examined and agreed with the GTC located on www.flying-dog.eu.
- 2.2. The Lessee undertakes to provide reliable, complete and up-to-date information about the identity, in particular: a name, a permanent residence address, the legal entity location, phone and the E-mail address, as well as **any other additional information** upon the Lessor's request. In order these data can be checked by the Lessor, the Lessee shall prove the identity by means of at least two official documents: a driver's license and an identity card (passport). Besides, the physical person provides at least one document confirming the place of his permanent residence (utility bills, phone bills, etc. paid no more than 2 months ago).
- 2.3. The person acting on behalf of the legal entity or representing the legal entity is obliged to provide the notarised authorisation issued by the director of such legal entity to act as his Representative.
- 2.4. If a Lessee under the Agreement is the legal entity, then the official Governing Body of the Lessee is obliged to issue duly executed performance guarantee. If such performance guarantee cannot be issued by the Lessee - the legal entity, then the Lessor reserves the right to refuse to conclude the Agreement.
- 2.5. The Lessor has the right to its discretion, without the consent of the Lessee, to replace one MH under contract with another similar MH, without changing prices and other conditions (for technical or other internal reasons).
- 2.6. The Lessor has the right to refuse to the potential Lessee to conclude an agreement (not to confirm the preliminary reservation made on the website) without explaining any reasons.
- 2.7. The Lessee provides the Lessor with permission to copy the identity card or a passport and a driver's license, for the purpose to fill the Lessee's data and records of customers, solely aimed at concluding an Agreement.
- 2.8. The Lessor undertakes to protect all received data as far as possible in accordance with the Law on the Protection of Personal Data, as amended, and as an operator, to process all the personal data provided by the Tenant in order to enter the Tenant in the Landlord's customer records for the administration of the contract and transaction, services or customer benefits that he receives about the client during his activities. By signing these conditions, the Lessee voluntarily gives his consent to the Lessor for the processing of his personal data in the manner described above for an indefinite period until revocation. The Lessee gives the Lessor consent to provide personal data to an administrative or other official body in the Slovak Republic or abroad in the event that the Lessee or a person authorised by him commits a traffic violation or a similar violation with the help of the rented vehicle.

3. MOTORHOME RENTAL SERVICES

- 3.1. The leased object is the MH as specified in the Agreement. An integral part of the leased object is its extra equipment that is described in more detail in the Handover-Acceptance Record (Protocol) of the MH, signed by the Lessor and the Lessee on the date of the MH handing over for rental. The equipment in the MH are subdivided into the basic (price covers) and extra (at extra cost).
- 3.2. The Lessee accepts the MH in temporary use from the Lessor in accordance with the terms, stated in the Agreement and the current GTC and confirms his consent with terms and conditions of use of the MH, with the agreed rental payment, and after the expiry of the MH Rent Agreement the Lessee makes a commitment to return the MH to the Lessor in that condition in which it was taken.
- 3.3. The Lessee has no right to transfer the MH which is the subject of this Agreement to anyone, to hand it over to the third parties or use it for paid work. Violation of this obligation entails the right of the immediate break off the Agreement by the Lessor, and the Lessor can claim damages. The Lessee undertakes to use the MH with due care for the intended purposes (to rest) only. In particular, it is forbidden to use the MH with the purposes (but without being limited only to this list) to participate in competitions or to use it as a mobile buffet, for transportation of commercial freights and/or people, etc. The number of people using the MH devices and equipment shall not exceed the maximum capacity of the MH. **In other words, the MH use for any other purpose which isn't connected with its designated purpose is FORBIDDEN.**
- 3.4. In case of violation of provisions of the Sub-clause 3.3 by the Lessee, the Lessor has the right immediately and unilaterally to terminate the Rent Agreement with immediate forcible withdrawal of the MH from the Lessee. In this case unused days of rental won't be compensated to the Lessee, costs for repatriation of the GTC will be withheld from the amount of returnable deposit, and sanctions according to the Clause 11 of the present GTC will be applied to it.
- 3.5. **The minimum age both the Lessee and the Driver are 23 years.** The person meeting the requirements that means he has experience of driving in category B, at least, two last years can be as a driver only. The Lessee or the person authorised by him can be the driver. The Lessee undertakes to provide the Lessor with the driver's documents (the driver's license, the identity card or passports) confirming the personality and qualification of the driver for immediate confirmation and making copies. In the absence of these documents the Lessor has the right to terminate the Agreement. The Lessee is completely responsible for the MH damages caused by driving of unacceptable drivers.
- 3.6. The Lessee is obliged to inspect the MH technical condition, to be trained to operate it, in case of need, under the Lessor's supervision to carry out a training trip on the MH, examine and sign the Handover-Acceptance Report of the MH and observe the Lessor's recommendations and the MH manufacturer's operating and maintenance manual. Time for training to operate the MH and its accessories between the Lessor and the Lessee varies from 30 till 60 minutes.
- 3.7. Return of the MH also requires complete check of its working capacity and completeness by the Lessor and it takes at least 30 minutes what the Lessee shall remember.

4. CAUTION (REFUNDABLE DEPOSIT)

- 4.1. Prior to rent the Lessee is obliged to pay to the Lessor the returnable deposit in the amount of:
 - 4.1.1. €1000 - for citizens of Slovakia and Austria
 - 4.1.2. €2000 - for citizens of all other countries
- 4.2. The refundable deposit is intended to provide payment of any future damage caused to the MH or its accessory by the Lessee or other compensation of the Lessor's claims to the Lessee or compensation of costs which were or will be suffered by the Lessor in connection with the MH rent according to this Agreement or the compulsory legal rule. Interests aren't charged on returnable deposit during a rental period.
- 4.3. **Deposit shall be paid by the Lessee prior to handover of the MH to rent.** In case of payment of returnable deposit on a date of the rental beginning, deposit can be paid in cash.
- 4.4. **The MH cannot be taken by the Lessee without refundable deposit.**
- 4.5. Billings (deduction of the amounts) from the Deposit value will be made by the Lessor in case of the MH return by the Lessee. In case of emergency situation, especially the road accidents, the MH damages or theft, the deposit will be immediately levied after determination of potential liabilities of the Lessee to the Lessor.
- 4.6. In case of claims absence to the MH during the MH return – refundable deposit returns to the Lessee immediately after signing of the Record by the Parties (maximum within 3 banking days) by the same way as it was received (cash or bank transfer).
- 4.7. If the Lessor will receive an official notification of fines (violation of the speed limit, parking, etc.) after the lease period is completed and the Deposit was returned, the Lessee will be notified in writing and he undertakes to pay off his penalties within 5 business days from the date of such notification.

5. BOOKING AND CONCLUSION OF THE AGREEMENT

- 5.1. Booking of the MH means the Lessee's expressed interest to rent the MH for the period specified by the Lessee in the booking form located on www.flying-dog.eu. and sent to the Lessor in electronic form (or by phone online).
- 5.2. The Lessor will sign Contracts with Lessees in writing only. The conclusion of the Agreement is based on the booking form correctly and completely filled with the customer (as it is specified in the Sub-Clause 5.1.), according to which the Lessor provides the draft Agreement to the potential Lessee by E-mail, along with payment instructions for advance and deposit payment.

5.3. The Lessee prints out and signs the Agreement and these GTC in duplicate and sends them back to the Lessor's address by mail. In case of receipt within the specified period of advance payment on the account of the Lessee (based on the invoice), the Lessor signs the Agreement received from the Lessee, and also sends back one copy of the Agreement and these GTC by mail to the Lessee.

6. RENT, PAYMENT PROCEDURE

6.1. The Lessor transfers the MH in temporary use to the Lessee that is stated in the Agreement. The rental payment will depend on the MH rental duration and on the chosen period of the MH rental, according to the price list of the Lessor stated on www.flying-dog.eu, taking into account the discounts offered by the Lessor.

6.2. The Lessee undertakes to pay the stipulated rent as follows:

6.2.1. **Within 3 working days** from the booking date the Lessee pays the Deposit of 30% of a full amount of the rental payment based on the Invoice received from the Lessor along with the draft Agreement in electronic form; Payment is made on the settlement account of the Lessor OR by cash;

6.2.2. **Not later than 30 days prior to date of the MH rental beginning** the Lessee pays a remaining balance to a full amount of the Agreement based on the issued Invoice;

6.2.3. If, however, the Rent Agreement is signed during the period less than 30 days prior to the MH rental, the Lessee is obliged to pay the rent within 3 working days from the moment of the conclusion of the Agreement, or, at least, no later than the working day preceding the date of the MH rental. In these cases, the Lessor has the right to demand rental payment in full amount. Other alternative methods and the payment mode can be discussed individually.

6.3. The Lessor has the right to refuse in the MH handover to the Lessee if the Lessee according to the GTC didn't pay the rent or deposit in the agreed period. For the purpose of debt repayment of the rent and deposit, the Lessor has the right to determine to the Lessee additional term for debt repayment on expiration of which the Lessor has the right to refuse in the conclusion of the Agreement. **Failure to pay the rental in the time determined in these GTC is considered as deviation of the Lessee from the deal, the Clause 8 of the present GTC. The charges for the Agreement's cancellation will be withheld from the received deposit.** The Lessee will be informed on it in writing.

6.4. After the advance payment receipt by the Lessor the corresponding confirmation will be issued to the Lessee and after receipt of a full payment, the Lessee will be issued with tax deeds.

6.5. The Lessee undertakes to make payments under the Agreement in a non-cash form onto the Lessor's bank account specified in the Agreement with reference to the order number if in the GTC or in the individual Agreement with the Lessor it was not stated differently. The moment of payment is considered to be money transfer onto the Lessor's account.

6.6. Minimum rental period for vehicle:

6.6.1. **High Season (July - August)** - 7 or more days

6.6.2. **Middle Season (May, June, September)** - 3 or more days

6.6.3. **Low Season (the rest of the year)** - 3 or more days

6.7. Maximum allowed daily mileage MH:

6.7.1. **High Season (July - August)** - daily mileage is not limited;

6.7.2. **Middle and Low Seasons (the rest of the year)** - daily mileage - 300 km. Further mileage is paid at a rate of 0.5 Euro / km.

6.8. For the purposes of the rental calculation for the first and last day of rent the following rules are prescribed:

6.8.1. The first and the last day of rent are always paid at a 50% discount (count as one day);

6.8.2. The beginning of the MH rental - after 15:00 p.m. (the MH take at the Lessor);

6.8.3. The ending of the MH rental - till 11:00 (the MH return to the Lessor).

6.8.4. If the Lessee would like to get the MH till 15:00p.m., then the rent bill including previous day starting from 15:00p.m. will be issued to the Lessee

6.8.5. If the Lessee returns back the MH to the Lessor after 12:00, the rent bill including the next day till 12:00 will be issued

6.8.6. At the same time, the Lessee may, with the prior permission of the Lessor, "purchase" additional time at a rate of 1 hour = 10 Euro.

6.9. The rental includes the following:

6.9.1. All-risk Civil liability and KASKO insurance

6.9.2. 24/7 services – assistance of our dispatchers, insurance company and FIAT CAMPER ASSISTANT

6.9.3. Road toll Mark Slovakia & Austria

6.9.4. Free parking of the Lessee's car in the guarded parking lot for a rental period

6.9.5. Long list of camping and motorhome accessories including (The complete list of the equipment will be provided in the Handover-Acceptance Record of the MH which is an integral part of the Agreement).

6.10. The MH rental for 15-21 also includes (at the Lessee's choice) one of the follows: The Free of charge MH delivery for its handover to the Lessee in the agreed place (in a radius of 50 km from the Lessor's dislocation), or A meeting of the Lessee at the approved international airports of Europe (Bratislava or Vienna) and his pick-up with his luggage to the place of rental, or 5% discount of the rental cost.

6.11. The MH rental for 22 and more days also includes (at the Lessee's choice) one of the follows: The Free of charge MH delivery for its handover to the Lessee in the agreed place (in a radius of 100 km from the Lessor's dislocation), or A meeting of the Lessee at the approved international airports of Europe (Bratislava, Vienna or Brno) and his pick-up with his luggage to the place of rental, or 7% discount of the rental cost.

6.12. The MH delivery upon the Lessee's request to the agreed place of MH taking is possible. Payment of 1€/km is levied for this service unless otherwise provided by an Agreement. In case of the MH delivery to the agreed place the Lessor isn't obliged to refuel. The Lessee returns the MH with a full fuel tank.

6.13. In cases of the MH delivery to other place, except for the Lessor's office, the time of rental is kept taking into account the time necessary for the MH running to the agreed place and back + time spent for the handover-acceptance of the MH.

6.14. The Lessee will aim to start and end the MH rental on weekdays. In the event that the first day of the rental (the day the MH was received) and/or the last day of the rental (the day the MH was returned) falls on a weekend or holiday, the Lessee undertakes to pay an additional fee of 50 Euros for each such case.

6.15. Due to uncontrolled and unpredictable inflation and rising prices, an emergency situation may occur when the Lessor will be forced to increase the rental price that was previously agreed in the Lease Agreement. The Lessor shall notify the Lessee in writing of the occurrence of such a situation within at least 30 days from the start date of the Lease. The Lessee has the right to refuse the price increase, and to withdraw from the Agreement in accordance with the provisions of Chapter 8 of these Conditions.

7. HANDOVER-ACCEPTANCE OF MH

7.1. Handover-acceptance of the MH between the Lessee and Lessor depends on the chosen time of the MH taking.

7.1.1. Usually the Lessee accepts the MH at the Lessee's premises from 15:00 till 18:00 p.m. and returns the MH from 9:00 till 11:00. This mode allows the Lessee to get acquainted quietly with operation of the MH, to make loading of luggage in the evening, and next morning to go to a trip

7.1.2. However the Lessee has the right to approve with the Lessor the MH take and return at any time from 9:00 till 18:00. In this case calculation of rental duration and, respectively, the amount of the rent will be determined according to the Sub-clause 6.8. of the current GTC

7.1.3. In off-season the Parties can agree about individual terms of the MH take and return.

7.2. The Lessee is informed by the Lessor about expected time of Handover-acceptance of the MH. The Lessee is informed on delays that can arise in case of several Handover-acceptance of the MH, if the specified time isn't observed, and about sanctions according to Sub-clause 6.8.

7.3. **The place of the Handover-Acceptance of the MH is at the Lessor's office, to the address: Vyšehradská 7A, 851 06, Bratislava** unless otherwise provided by an Agreement.

7.4. The Lessor is obliged to provide the Lessee with the MH in good technical condition, clean, completely filled up with working liquids, according to obligatory rule of law.

7.5. The Lessor is obliged to provide the compulsory insurance for MH operating in the territory of all Europe (Green Card). Other insurance, if necessary, is paid by the Lessee.

7.6. After rental termination the Lessee is obliged to return the MH with a full fuel tank.

7.7. In case of the MH return the Lessee **isn't obliged** to resupply the used clean water, also he **isn't obliged** to fill or change gas cylinders in the MH. The Lessee returns the MH to the Lessor **clean** and accurate (natural level of dirt accumulation - is allowed), with the **emptied waste tank**, purified and **washed** out WC cassette, with washed up dishes and unused (or replaced) fire extinguisher.

7.8. The Lessee is obliged to return all keys and all documents with the MH received and relating to it (the registration certificate, the insurance policy and operational manual).

7.9. In the course of Handover-Acceptance of the MH the Lessor fills in the Handover-Acceptance Report of the MH which the Lessee undertakes to sign. If the Lessee doesn't agree with data in the mentioned Record, he states the written objections to the Handover-Acceptance Report of the MH indicating the detailed reasons of his disagreement. The facts which aren't stated in the Handover-Acceptance Report of the MH must not and will not be taken into account by the Parties.

7.10. Having signed the Handover-Acceptance Report of the MH the Lessee directly declares and confirms that he:

7.10.1. Was informed on a condition of the MH and its equipment which meets the specifications containing in the Handover-Acceptance Report of the MH;

7.10.2. Personally checked the MH for absence of internal and external injuries, except for the directly specified in the Handover-Acceptance Report of the MH;

- 7.10.3. Was trained to operate the MH and its equipment and was offered to carry out the test drive the MH at the Lessor's facilities.
- 7.11. The Lessee has the right to return the MH even before the termination of the agreed rental period with the fact that in this case there is no right to return of a pro rata part of the rent payment. In case of early return of the MH the Lessee is obliged to inform the Lessor by phone beforehand about it to approve time of the return transfer of the MH.
- 7.12. **The rental term of the MH according to this Agreement can be prolonged only in direct written coordination between the Lessor and the Lessee.** SMS or E-mail from the Lessor can serve as confirmation. If the Parties reached the written agreement on prolongation of a rental term, a difference in number of days of rent paid and actually used will be reduced from returnable deposit or the Lessee directly will pay them to the Lessor.
- 7.13. If the Lessee doesn't return the MH to the Lessor after a rental term without notice, it is necessary to understand that the MH was stolen and the Lessor immediately reports to police about theft. It isn't applied if the agreement according to Sub-Clause 7.12. of the GTC was reached.
- 8. WITHDRAWAL FROM A TREATY, DUTIES ON CANCELLATION**
- 8.1. The Lessor has the right to refuse the conclusion of the Agreement if the Lessee didn't pay the stipulated rental payments under the Agreement according to the Clauses 4 and 6, as well as in case of violation of any conditions of the GTC. In all cases of a withdrawal from a treaty the Lessor has the right to demand from the Lessee Duties payment on cancellation according to the Clause 8.
- 8.2. The Lessor reserves the right to cancel the Agreement without compensation if the MH wasn't returned by the previous Lessee in proper condition in time, for example because of accident, damage, defect, etc. and if he can't offer the Lessee replacement of the MH with comparable parameters. In this case the paid advance payment and returnable deposit will be returned to the Lessee in a full amount.
- 8.3. The Lessee has the right to cancel the Agreement without explanation; however, **he is obliged to pay duties to the Lessor for a withdrawal from a treaty.** The withdrawal from a treaty shall be arranged in writing. The agreement is considered to be cancelled in day of receipt of a free-form document (in original or by E-mail) by the Lessor and signed by the Lessee, and containing the notice on unilateral cancellation. This day is accepted as a reference point at calculating number of days for duty payment for cancellation.
- 8.3.1. If the Lessee cancels the Agreement for 90 (inclusive) and more days before the approved delivery date of the MH, the Lessee is obliged to pay to Lessor duties for cancellation in the amount of 10% of the approved rent, but at least 100Euro;
- 8.3.2. If the Lessee cancels the Agreement for 89-30 (inclusive) days before the approved delivery date of the MH, the Lessee is obliged to pay to Lessor duties for cancellation in the amount of 30% of the approved rent;
- 8.3.3. If the Lessee cancels the Agreement for 25-15 (inclusive) days before the approved delivery date of the MH, the Lessee is obliged to pay to Lessor duties for cancellation in the amount of 50% of the approved rent;
- 8.3.4. If the Lessee cancels the Agreement for 14-7 (inclusive) days before the approved delivery date of the MH, the Lessee is obliged to pay to Lessor duties for cancellation in the amount of 80% of the approved rent;
- 8.3.5. If the Lessee cancels the Agreement for 6 (inclusive) and fewer days before the approved delivery date of the MH, the Lessee is obliged to pay to Lessor duties for cancellation in the amount of 95% of the approved rent.
- 8.4. Change of the rental period (re-registration) because of sudden important events at the Lessee (an injury, a disease, etc.) in principle is possible. The Lessor has the right to demand supporting documents. The payment for a re-registration is stipulated in an individual order. The payment for a re-registration can be (especially during a low season) zero.
- 9. INSURANCE OF TH AND PROCEDURES IN INSURED EVENTS**
- 9.1. **The MH has accident insurance (KASKO), including from burglary & theft and vandalism across all Europe with participation (franchise) of 10%, min. 300 Euro.** At the same time, MH has the complete civil responsibility insurance and assistance on roads of Europe.
- 9.2. KASKO Insurance doesn't extended will not cover, in particular, to:
- 9.2.1. ANY damage of the MH salon interior, including but not limited to: internal walls, ceilings and floors, all furniture, seats, beds, the interior of windows, roof hatches, doors, blinds, roller blinds, all electrical and hydraulic equipment, their communications and routes, cables, in other words: EVERYTHING that is INSIDE of the motorhome, including the cabin and garage, if this is not the result of an accident or force majeure;
- 9.2.2. ANY damage or loss of the equipment of the MH if it wasn't road accident or force majeure;
- 9.2.3. ANY damage, loss (legal or illegal) of luggage and goods of the Lessee;
- 9.2.4. ANY damage of MH tires and wheels;
- 9.2.5. ANY damages of a sun awing caused by the improper handling or because of wind;
- 9.2.6. ANY damage caused as a result of penetration of the third party into the opened MH;
- 9.2.7. ANY damage caused to the MH as a result of violation of a prohibition on consumption of alcohol, narcotic or psychotropic substances (drugs) prior and during the MH running;
- 9.2.8. ANY alienation (theft) of the MH if it wasn't properly closed and locked OR if keys and / or documents were left in the vehicle;
- 9.2.9. Any damage caused to the vehicle as a result of traffic violations, in particular, but not exclusively, as a result of collisions with animals within range of a road sign: "Beware of animals";
- 9.2.10. Misappropriation of the MH by Lessee or other person.
- 9.3. **In the event of any of the circumstances mentioned in clause 9.2., the full amount of damage will be withheld from the CAUTION (DEPOSIT). In case that the available funds are not enough, the Lessee is obliged to pay in full the amount of the damage caused within 5 working days from the date of the invoice by the Lessor.**
- 9.4. In the MH, there are contact details of the Assistance Service operating across all Europe. In the MH, there is a list of the services rendered by the Assistance Service.
- 9.5. Any damage of the MH by the third parties (theft, damage, vandalism made by the known and unidentified offenders including graffiti), and caused by the road accidents shall always and in any country be inspected by Police, and the **Lessee is obliged to provide the written Record (Protocol) made by Police.** In case of accident the Lessee is obliged to write down and provide a contact information of participants and witnesses of accident with indication of names, surnames and addresses, as well as providing photo report of the accident, including the photos of documents (the passport, the driver's license, an insurance), No. of the vehicle/-s participating in accident. The Lessee is obliged to ensure safety and security of the damaged MH from further damage or theft.
- 9.6. In case of any damage of the MH caused by the third party and/or been result of the road accident, accidental or intentional, including burglary & thefts, vandalism of the MH or its equipment, the **Lessee is obliged to notify immediately the Lessor and the Aid Service** (Call right after event, it is preferable to do it prior to the police arrival - at any time, 24 hours a day), to report them about nature of incident and damage caused to the MH and further to work according to their instructions, otherwise the Lessee bears responsibility for any arisen damages. **Lessor: tel +421 902 109847, FLYING DOG s.r.o., person in charge: Yuriy Oblog;**
- 9.7. In case of unlawful alienation (theft) of the Vehicle, the Lessee is obliged to IMMEDIATELY: a) notify the Lessor and act in accordance with his instructions; b) report the incident to the Police; c) In the shortest possible time to return to the Lessor: all keys to the vehicle, a complete set of documents for the vehicle; a copy of the written record from the Police. **In case of violation of any of the subparagraphs of this paragraph - all damage is covered by the Lessee.**
- 9.8. **The damage concerning which the Lessee will not provide the written confirmation of police about damnification by the third party is considered to be as the damage caused by the Lessee.**
- 9.9. **The Lessee undertakes to fully compensate the Lessor for the damage,** or part of the damage not covered by the insurance company, at the moment of returning the MH. In cases where the insurance does not cover damage at all, then the entire damage is covered by the Lessee from the caution. **In case that the available funds of caution are not enough, the Lessee is obliged to pay in full the amount of the damage caused within 5 working days from the date of invoicing by the Lessor.**
- 9.10. The damage covered by insurance is paid by an insurance company. The franchise (participation) in case of an insured event is paid by the Lessee. Thus, the Lessee **is obliged** to compensate to the Lessor a difference between a full amount of the suffered damage and the amount paid by an insurance company to the Lessor.
- 9.11. The Lessor has the right to hold the refundable deposit paid by the Lessee till receipt of calculations from an insurance company and till payment to the Lessor of an insurance indemnity. After receipt of compensation by the Lessor from an insurance company, the Lessor has a liability on return to the Lessee of a remaining balance of returnable deposit.
- 9.12. The Lessee takes into consideration that in case of accident occurrence the Lessor has no liabilities to replace the MH or provide any other compensation over the one offered by Assistance Service.
- 9.13. In case of the urgent MH repair as required - even without loss occurrence, the Lessee is obliged to notify the Lessor immediately and wait for it instructions (to entrust repair to the authorised agent, etc.)
- 10. OTHER CONDITIONS**
- 10.1. The Lessee takes care of safety of the leased object (MH), follows the Lessor and producers' instructions on use and operation of the built-in devices and equipment.
- 10.2. When leaving the MH, the Lessee is prohibited from leaving the keys and documents from the Vehicle. The loss of keys or documents allows potential thieves to take possession of the MH, which under the current circumstances will be considered an aggravating factor by the police and insurance. All financial sanctions related to this fact will be imposed on the Lessee.
- 10.3. The Lessee is prohibited to make any changes or modifications to the leased object or its equipment without the Lessor's consent. **Drilling, screwing, pasting, putting stickers etc. is strictly forbidden.**

- 10.4. It is **strictly forbidden to smoke**, to use candles, Bengal lights and other open flame in the MH except for the regular equipment of the MH.
- 10.5. The Lessee is obliged not to overload the MH, not to transport more persons than permitted for this type of the MH, and also not to transport volatiles, explosive and flammable or in any other way harmful/dangerous substances and gases.
- 10.6. The MH should not be used for haulage of another car or a trailer. The only exception is the use of a cargo trailer approved by the Lessor.
- 10.7. The Lessee is obliged to protect the MH from stealing (by means of locks, locking doors, shutters and window latches) and to use all safety devices installed on the MH.
- 10.8. The Lessee is obliged to follow obligatory traffic regulations of the state in which the MH is used.
- 10.9. Trips abroad within Europe are possible. **Trips to the high-risk European countries (Albania, Russia, Belarus, Moldova, Ukraine, Serbia, Macedonia, and Turkey) require prior consent of the Lessee. For trips to the countries outside Europe prior consent of the Lessor as well as receiving special insurance protection is obligatory.** The Lessor's consent to a foreign non-European travel will be stated in the Handover-Acceptance Record of the MH; customs authorities will request the Rent Agreement for confirmation. The Lessor reserves the right to forbid journey in some specific countries.
- 10.10. The Lessee bears responsibility for all taxes, fees and penalties incurred during his usage of the MH within the rental term (which took place not due to the fault of the Lessor) even if they are revealed after the termination of the contract. If the Lessee causes damage to the property of the third parties during rental of the MH, it is necessary to notify the Lessor about each such case no later than on return of the MH.
- 10.11. In case the Lessee uses the obligatory equipment for the MH (the first-aid kit, the fire extinguisher, wheel repair kit, etc.), he is obliged to provide a new one or to restore the used equipment (otherwise the cost will be charged from the returnable deposit).
- 10.12. The Lessee is responsible for the correct storage, placement and fastening of all items that are permanently attached to the vehicle. In particular, these are roof boxes, items transported individually on the trunk (skis, boats, water boards ...), bicycles carried on a holder, additional mirrors attached to the tractor, etc.

11. FINES AND PENALTIES

- 11.1. In case of loss of the registration certificate or a MH insurance card by the Lessee, he is obliged to pay a penalty of 250 Euros to the Lessor.
- 11.2. In case of loss of the ignition lock keys, or a living module keys by the Lessee he is obliged to pay a penalty of 250 Euros (per each key) to the Lessor.
- 11.3. If the Lessee returns the MH dirty, and/or with not emptied and not rinsed WC cassette, or dirty ware, the Lessor charges him 50 Euros. In case of strong dirtiness of an interior or exterior (because of oils, paints, glue, blood, excrements, etc.) the Lessor will charge a fine of 200 Euros.
- 11.4. If the Lessee returns the MH not with a full fuel tank, it undertakes to pay a penalty in the amount of the lacking volume of fuel, plus additional 20 Euros to the Lessor.
- 11.5. **For each day of delay of the MH return to the Lessor by the Lessee after the rental expiration**, the Lessee agrees to pay a penalty in the double amount of the daily rent according to the signed Agreement. This Clause is not applied if an Appendix to the Agreement was signed according to the Sub-Clause 7.12 of the current GTC.
- 11.6. Irrespective of the Contractual Fine specified in the Clause 11.5 of the present section, the Lessee can be charged an amount of compensation of damage caused to another Lessee paid by the Lessor due to the untimely return of the MH.
- 11.7. If the MH or its equipment is damaged and on its return the Lessee cannot provide it in an initial state, the Lessor will charge the Lessee the losses in full. These losses will be charged from the sum of the refundable deposit and if its sum is not sufficient to cover those, the Lessee is obliged to make an additional payment within 5 business days from the date of the written request of the Lessor.
- 11.8. If the Lessee does not notify the Lessor that the damage of the third parties' property according to Sub-Clause 10.10. was caused, in addition to compensating the Lessor for the cost of such damage, he is obliged to pay to the Lessor a penalty of 200 Euros for each case separately.

12. FINAL PROVISIONS

- 12.1. Any disputes arising from the Rent Agreement of the MH is regulated by the Arbitration act and enforcement of arbitral awards (-Zákon č. 244/2002 Z.z. o rozhodcovskom konaní a Zákon č. 335/2014 Z. z. o spotrebiteľskom rozhodcovskom konaní a o zmene a doplnení niektorých zákonov).
- 12.2. The GTC, the Handover-Acceptance Report of the MH and the Arbitration Agreement are the integral parts of the Rent Agreement of the MH.
- 12.3. The Rent Agreement is signed only in writing. Any alterations and supplements to the Agreement can be executed only in writing by mutual consent of the Parties and are signed by the authorized persons.
- 12.4. The Parties are obliged to notify each other about any changes in the company headquarters, the address or other changes which can influence proper execution of liabilities under this Agreement during the term of the Agreement.
- 12.5. The current GTC are regulated by the legislation of the Slovak republic and executed according to c.č. 40/1964- Občiansky zákonník, with changes.
- 12.6. By signing of the current GTC, the Lessee confirms that their content is attentively read, their meaning is completely clear to him, he has no questions or ambiguities as in their relation, and he understands the amounts and limits of the responsibility and undertakes to follow these GTC.
- 12.7. The current GTC come into force on 11.11.2020 and remain valid until its cancelation.