

## GENERAL TERMS AND CONDITIONS FOR RENTAL OF MATERIAL HANDLING EQUIPMENT BY COMPANY

VZV GROUP s.r.o. with residence in Okružní 1144/19, 500 03 Hradec Králové  
Company no.: 27469662, incorporated in the Commercial Register maintained  
by the District Court in Hradec Králové, Section C, Insert 20857

### 1. General Provisions

1.1 These General terms and conditions of the rental (hereafter called Terms) contain the basic principles of material handling equipment rental (hereafter called Subject matter of rental) and regulate the contractual legal relations between the company VZV GROUP s.r.o. (hereafter called Lessor) and its business partners (hereafter called Lessee) regarding the rental of the Subject matter of rental as part of the business activities of Lessor and Lessee. These terms are applicable to all contractual relations between Lessor and Lessee based on any contract or agreement in which these terms are referred to (hereafter called Contract).

1.2 These terms can be violated or changed only by the provisions of a written agreement between Lessor and Lessee.

1.3 All offers made by Lessor prior to signing the relevant rental contract are nonbinding unless they are part of the rental contract.

### 2. Definitions

2.1 Lessor means VZV GROUP s.r.o., Company no.: 27469662

2.2 Lessee means a natural person or a legal entity that hires movables from Lessor for his/her short-term or long-term usage.

2.3 Movables mean equipment = work equipment „WE“, including replaceable work tools and accessories.

2.4 Rental payment means a financial payment made to Lessor by Lessee for the rental of equipment in accordance with the obligations of the concluded rental contract. Its amount, due date and the form of the settlement are stated in the rental contract and in these terms.

2.5 Rental contract means a contract which is concluded in written form between Lessor and Lessee of the equipment. Changes and amendments to the rental contract can be made only in written form as amendments approved by both parties to the contract.

2.6 Lessor's warehouse means business premises of Lessor at the addresses: Červená Voda 524, 561 61 Červená Voda; P3 Prague Horní Počernice - HALA i3 Do Čertous 2717/5, 193 00 Praha 20 - Horní Počernice. Business hours of the warehouses from 8 am to 4 pm.

### 3. Commencement of rental, handover and transport of equipment to Lessee

3.1 Lessor hands the equipment over to the Lessee in accordance with the concluded rental contract, the conditions stated in the rental contract and the following conditions.

3.2 To conclude a contract, you shall need the following documents:

- a) Legal entity
  - Certificate (a copy) of incorporation no more than 3 months old
  - Identity card (ID) of the authorized person of Lessee
- b) Natural person
  - Identity card (ID)
  - Secondary identity document

3.3 The commencement of rental means the release of WE from Lessor's warehouse. Lessor releases the subject matter of rental to Lessee during the business hours of the warehouse, making thus possible for Lessee to operate with the subject matter of rental. The handover of WE shall be confirmed by both parties in the handover certificate. If Lessee does not accept the handover of the subject matter of rental and does not confirm this handover in the handover certificate, then the subject matter of rental is deemed to be delivered at the beginning of the business hours of the warehouse on the first day of rental in accordance with the rental contract.

3.4 If, according to the rental contract, the transport of the subject matter of rental to Lessee is provided by Lessor, then the handover of the subject matter at the stipulated place of delivery is deemed the commencement of rental. If Lessee does not accept or refuses to accept the handover of the subject matter of rental at the stipulated place of delivery, then the rental shall commence at the moment when Lessor is ready to hand over the subject matter of rental at the stipulated place of delivery or at the moment when the Lessee refuses to accept the subject matter of rental.

3.5 Lessee assumes responsibility for the equipment from the moment the equipment has been handed over to him/her, or the moment Lessor has made

it possible for Lessee to operate the equipment, or from other moment of commencement.

3.6 Lessee is obliged to indicate in the rental contract, or in the handover certificate, the location where the equipment will be deployed. The deployment of the equipment for work within 20 kilometers from this location is permitted without any prior notice to Lessor. When deploying the equipment more than 20 kilometers from the stipulated location of deployment, Lessee is obliged to announce it to Lessor in written form at the following e-mail address [info@pujcovnavzv.cz](mailto:info@pujcovnavzv.cz) and such disposition shall be approved by Lessor in writing in the form of an amendment to the rental contract. The transfer of the equipment outside the borders of the Czech Republic is forbidden unless there is a written consent to it by Lessor.

3.7 Lessee is obliged to enter into the rental contract the name and contact to the authorized person who is in charge of the equipment during the rental. This person shall know the current technical condition of the equipment, the location of its deployment, including contacts to its operators. This information shall be given to Lessor at Lessor's request.

3.8 Unless stated in the rental contract otherwise, the equipment shall be handed over in the manner described in article 3.1., under these terms in the business premises of Lessor. If Lessee makes use of Lessor's transport, the price of the transport shall be stated in the contract. Lessee is bound to pay to Lessor the price of transport of the equipment to and from the rental based on either a pro forma invoice issued or a tax voucher. The date of taxable supply of these transports is the day when the rental commences or terminates.

3.9 Lessee is obliged to inform Lessor about the date of the transport of the equipment to and from the rental at least 24 hours prior to securing the transport. If Lessee does not accept or hand over the subject matter of rental at the stipulated time, Lessor has the right to charge Lessee the costs, i.e. waiting period of the carrier is charged 31 Euros VAT excluded per hour or part thereof.

3.10 The price for transport to and from the rental includes the complete collection of the equipment. If the equipment cannot be transported at the fixed time because of some failure on the part of Lessee, then Lessor has the right to charge Lessee for additional transport costs.

3.11 Lessee is obliged to accept the subject matter of rental and check it properly for possible defects before using it. If Lessee finds any defect in the technical condition of the equipment which impede its proper operation, or which threaten to damage the equipment or make the existing defect worse, then Lessee cannot start operating the subject matter of rental. Instead, he shall inform Lessor about the defects in written form at the e-mail address [info@pujcovnavzv.cz](mailto:info@pujcovnavzv.cz). If Lessee fails to inform the Lessee about the defects, warranty claims and further complaints will not be considered, thus Lessee has taken delivery of the subject matter of rental without reservations. A handover certificate shall be drawn up upon the handover of the subject matter of rental. The handover certificate shall contain further details of the equipment, such as serial number, number of operating hours (hereafter called oh) and so on. Lessor explicitly states that he does not guarantee the real state of operating hours and any possible discrepancy between the declared and actual state of operating hours is not considered a breach of an obligation on the part of Lessor. If not stated otherwise in the handover certificate, the equipment is considered to be without defects and in proper operating condition in accordance with the provisions of the rental contract.

### 4. Rental payment, advance payment and sanctions

4.1 The rental payment, including the method of payment, is provisionally specified in the rental contract and is based upon the pricelist of Lessor.

4.2 The price of rental is by an agreement of both parties to the contract established as an amount per one calendar day during which the equipment operates 6 operating hours at the most per a calendar day. Payment for the over limit operating hours of the equipment shall be paid according to the actual operating hours of the equipment over the stipulated limit in accordance with the offer price of the Lessor.

4.3 When concluding the rental contract, Lessor has the right to request advance payments for services provided. The amount of the advances shall be determined individually according to the extent of the services provided. The rented equipment shall be handed over to Lessee only after the full payment of the relevant amount. The advance payment then, after the termination of the rental upon the handover of the equipment back to Lessor, shall be used for settling Lessee's obligations resulting from the rental contract.

4.4 Lessee is obliged to pay the rental payment and other claims (overlimit operating hours, insurance, repairs, service, etc.) to Lessor on the due date of the tax voucher (document) at the latest. Lessor shall issue a tax document (invoice) for Lessee within 15 days since the termination of the rental, or within 15 days since the last day of the month if the rental is arranged to be longer than a month. The due date of the tax document is 15 days after its issuance, if not stated in the rental contract otherwise. Lessee agrees to receive electronic invoices at the e-mail address stated in mutual e-mail communication. If Lessee chooses to use a different e-mail, he/she shall send this request to the following e-mail of Lessor [info@pujcovnavzv.cz](mailto:info@pujcovnavzv.cz).

4.5 In case of late payment of the invoices issued by Lessor, Lessee shall pay a contractual penalty in the amount of 0,5% of the unpaid amount for each day of delay. Lessor is, apart from the claim for a contractual penalty, entitled to full compensation for damages. Any contractual penalty shall be paid by Lessee by the first day following the day on which the claim for the contractual penalty raised.

4.6 Late or delayed payment of any due receivable on the part of Lessee entitles Lessor to cease further fulfillment of any contractual obligation. For a renewal of the fulfillment of the contract, Lessee shall settle all overdue invoices and other receivables or provide additional security according to the request of the Lessor.

4.7 Rental payments shall be in cash, paid in the residence of the Lessor, or by money transfer to the account of Lessor which is stated in the tax document. The due date is observed if the corresponding amount is credited to the account of Lessor on the due date at the latest.

4.8 All operating costs of the equipment shall be paid by Lessee, and Lessee is not entitled to any claims for compensation of these costs against Lessor.

4.9 Lessee is obliged to pay Lessor a charge in the amount of 2 EUR/per unit excluding VAT if he/she loses the key to the equipment, in the amount of 20 EUR/per unit excluding VAT for a lost operating manual, in the amount of 200 EUR/per unit excluding VAT for a lost LPG bottle, and in the amount of 31 EUR/per unit excluding VAT for a lost inspection report belonging to the equipment. If the subject matter of the rental gets dirty or polluted, Lessor shall charge Lessee either a standard fee in the amount of 58 EUR excluding VAT, or an amount stated in the rental contract. The above mentioned items shall be listed in the handover certificate.

4.10 A relevant VAT rate shall be added to all prices in accordance with the provisions of Act no. 235/2004 Coll. on value added tax as amended.

4.11 Lessee declares that, in accordance with the provisions of § 1794, subsection 2 of Act no. 89/2012 Coll., the Civil Code, he agrees with the amount of the rental price and further charges concluded in the rental contract, thus disregarding any potential future claim about the excessiveness of the price. Lessee declares that he has been familiarized with the standard price of the rental.

## 5. Arbitration clause

5.1. Parties to the contract have agreed that the right to resolve all disputes and claims that should arise directly or indirectly out of the fulfillment of this contract, its safeguarding (including promissory notes), following and including the questions of the validity of this contract, shall be entrusted, in accordance with the provisions of Act no. 216/1994 Coll., on Arbitration Proceedings and Enforcement of Arbitral Awards, to the one of the below listed arbitrators to whom the complainant files a lawsuit. Arbitration shall take place at the residence of the arbitrator or at a place chosen by the arbitrator. The parties to the contract have agreed that arbitration shall be a single instance procedure, conducted in writing and an arbitration award shall be issued separately.

The arbitrators in this case are:

- Mgr. Ladislav Baše, attorney registered at the Czech Bar Association under no. 12052, ID: 69881936, with residence at Římská 14, 12000 Praha 2

- JUDr. Milan Plíšek, attorney registered at the Czech Bar Association under no. 13034, ID: 71347178, with residence at Denisova 585, 50601 Jičín,

- Mgr. Miloš Janáček, attorney registered at the Czech Bar Association under no. 09234, ID: 66250706, with residence at Kalinovo nábřeží 605, 580 01 Havlíčkův Brod

If none of the above listed arbitrators is willing or available to perform his duty of the arbitrator, the parties to the contract have agreed on the following surrogate solution of choosing the Arbitrator. A sole arbitrator shall be selected by the Creditor from the list of attorneys maintained by the Czech Bar Association (hereafter called „arbitrator“).

5.2. All disputes between the parties to the contract arbitrated in accordance with this contract shall be arbitrated according to the principles of equity. Both parties thus explicitly authorize the selected arbitrator to follow the above stated principle.

5.3. Both parties have agreed that the courtroom shall be the residence of the selected arbitrator.

Commencement of arbitration

5.4. Arbitration procedure is commenced on the day of delivery of the request for arbitration by one party to the contract (claimant) to the arbitrator. The request for arbitration shall be in writing, sent to the arbitrator in two copies. The request shall be in accordance with § 43 and § 79 of Act no. 99/1963 Coll., Civil Procedure Code (hereafter called cpc). All original or photocopied documentary evidence shall be enclosed to the request for arbitration. The arbitrator indicates the day of delivery of the request upon the request itself

and sends one copy of the request, including the photocopies of the documentary evidence, to the other party of the contract (defendant).

Statement of defense

5.5. The defendant is bound and obliged to respond in writing to the delivered request for arbitration (statement of defense) within 20 days of its delivery. He shall also attach all documentary evidence in originals or photocopies to his statement of defense. The statement of defense shall be posted on the last day of the above stated period at the latest. The statement of defense shall be sent by the defendant in two copies. The arbitrator shall mark on the received statement of defense the date of its delivery and shall send one copy to the claimant. If the defendant does not respond within the above stated time period, the parties to the contract shall negotiate a legal fiction of acknowledging the claims that were raised in the request for arbitration.

Evidence evaluation

5.6. The arbitrator evaluates the evidence at his discretion based on the principle of equity.

Arbitration award

5.7. The arbitrator generally decides a case without a hearing, on the basis of filed documents and arguments of both parties. The arbitrator may order a hearing if the filed documents are deemed insufficient for a relevant decision of the case.

5.8. The arbitration award shall be made in writing. The contents of the arbitration award shall be expressed in the statement of arbitration award. The arbitration award shall contain the identification of the arbitrator, the identification of both parties of the dispute, the identification of the subject matter of the dispute, the statement of arbitration award, the brief justification of the award and the signature of the arbitrator. The arbitration award shall be definitive and shall contain a decision on the costs of the arbitration. If the parties to the contract negotiate a fiction of an acknowledgement of the claims, the arbitrator shall issue an arbitration award of acknowledgement. The arbitration award of acknowledgement shall contain the identification of the arbitrator, the identification of both parties of the dispute, the identification of the subject matter of the dispute, the statement of arbitration award, and the signature of the arbitrator. The arbitration award of acknowledgement shall be definitive and shall contain a decision on the costs of the arbitration. The arbitration award of acknowledgement does not require a justification. If the arbitration award stipulates an obligation to satisfy the award, the arbitrator in his statement of arbitration award sets a deadline for satisfaction of the award. The arbitration award shall be issued within one month of the delivery of the statement of defense, or within one month after the expiration of the twenty-day period stipulated for the statement of defense.

Legal power and enforcement

5.9. The arbitration procedure shall end upon the delivery of the arbitration award to the parties to the contract. The arbitration award issued in accordance with this contract cannot be final and cannot be appealed. The award shall be delivered to both parties to the contract. The arbitrator then attaches to it a legal validity clause, thus making it valid. The final arbitration award is enforceable. The arbitration award is binding for the parties to the contract and the parties are obliged to satisfy all liabilities and obligations imposed upon them by the arbitration award in the terms and deadlines set in the arbitration award.

Delivery

5.10. All documents mentioned in this contract shall be delivered by registered post with acknowledgment of receipt to the residences of the parties to the contract listed in the heading of this contract, or to the advance announced residences of the authorized representatives selected by the parties to the contract. The parties to the contract are bound and obliged to ensure receipt of the postal delivery at the addresses or residences listed in the heading of this contract or at the addresses or residences of their authorized representatives selected by the parties to the contract. A document is deemed to be delivered when it is delivered to the address or residence listed in the heading of this contract, or to the address or residence of authorized representatives, even when the delivery is returned to sender, the addressee was not reached or moved out of his residence or address listed in the contract. In this case, the document is deemed to be delivered on the last day of the collection time specified by the delivering institution. If the collection time of the institution is longer than 15 days, then the document is deemed to be delivered on the 15<sup>th</sup> day after its deposit. If the document is not delivered during the arbitration

proceeding, the parties to the contract have agreed that the selected arbitrator shall name a representative.

#### Language of arbitration

5.11. The parties to the contract shall file documents and evidence to the arbitrator in the Czech language. The evidence may be filed with an officially certified translation into the Czech language. The arbitration award is issued in the Czech language.

#### Arbitration fees and costs

5.12. The parties to the contract have agreed that the arbitrator will be paid a single lump sum in the amount of 154 EUR (one hundred and fifty four Euros) + VAT. The party that loses the arbitration shall pay the above stated amount (the arbitrator's reward) to the other party to the contract. The duty to pay the arbitrator's reward shall be listed in the statement of arbitration award on the payment of the costs of the proceedings.

5.13. Each party shall bear its own costs and expenses of the arbitration. The compensation of these costs and expenses shall be granted in the arbitration award or in the statement of termination of the proceedings. The parties to the contract have agreed that this compensation shall be granted in the amount of reward and costs in accordance with the relevant legislation, especially by Decree no. 177/96 Coll., On attorney fees, compensations and reimbursements for the provisions of legal services as amended + VAT.

5.14. Specific arbitration costs. To settle the specific costs occurring to the arbitrator (e.g. processing expert opinion), the parties to the contract are obliged to pay an adequate deposit in the amount and for the period set by the arbitrator. This obligation can be imposed on one party only, if the party in question initiates these specific costs, or if the costs arise in the party's interest. If the deposit is not paid, the acts that are to be paid from this deposit shall not be performed. If there is a need to increase the deposit during the arbitration procedure, because the set amount cannot cover these specific costs, the parties, or a party that initiated these costs or in whose own interest these costs arise, are obliged to provide on call by the arbitrator another deposit within the set period. If even this deposit is not paid, the acts that are to be paid from this deposit shall not be performed. If the deposit is not paid even in the additional period of time set by the arbitrator, the arbitrator shall stop the procedure.

### 6. Rights and obligations of Lessee

6.1 Lessee is obliged to comply with the regulations about the service and maintenance of the equipment. The service and daily maintenance shall be performed by Lessee's professionally trained employees in accordance with these terms and conditions of Lessor. Lessee shall not without Lessor's consent make any adjustments to the equipment, which would result in impairment and thus lessening the value of the rented equipment or would result in a change of its shape, appearance or function. Lessee guarantees that the equipment shall be operated only by a person holding a valid driver's license for this type of equipment.

6.2 Lessee shall not dismantle or cover the identification signs of the manufacturer and Lessor of the equipment which are placed upon the equipment, with the exception of companies that have concluded a framework agreement. Lessee shall immediately announce to Lessor any unauthorized use of the equipment.

6.3 During the rental period, Lessee is obliged not to make agreements with any third party (e.g. rental, sale or service agreements or contracts) concerning the rented equipment, with the exception of an insurance agreement and agreements with companies that have concluded a framework agreement with Lessor. Also, the equipment shall not be lent for free, sublet, pawned, pledged or otherwise encumbered. All dealings with a third party are invalid and Lessee bears full responsibility for any possible damage arising from his actions.

6.4 Lessee is obliged to protect the equipment from damage, loss or destruction. Lessee is fully responsible for the loss, damage or destruction of the equipment since its acceptance on the basis of the handover certificate until the return of the equipment to Lessor's warehouse. Lessee assumes full responsibility for damage, losses or destruction of third party's property, which results from the operation of the equipment, as well as responsibility for injury or death of any person, if this situation is related to the use of the equipment or its operation. Article n. 6.4 does not apply in case of lease ordered inklusive the machine operator ensured by lessor.

6.5 Any above said losses or damage on the part of Lessee does not change the commitment of Lessee to pay the rental payments. Lessee is not entitled to any discount of the rental, if he/she has caused the damage of the subject matter of the rental by his/her act or omission or if this situation has been an incident occurring to him/her.

6.6 Application of the provisions of § 2318 subsection 1 Act no. 89/2012 Coll., the Civil Code is excluded, and Lessor, in case of any damage to the equipment

in the rental, is not obliged to supply a similar subject matter of the rental to Lessee.

6.7 Lessee is obliged to protect the subject matter of the rental from exposure to adverse effects that should damage or destroy the equipment.

6.8 Lessee shall be responsible for any defects occurring during the rental period. Lessee is obliged to inform Lessor about the defects and remove them at his/her own costs according to instructions from Lessor. If there is a defect that cannot be removed on the spot, where the subject matter of the rental is operating, the equipment shall be transported to the service center of Lessor. Lessee shall not pay the rental rates during the repairs only if the subject matter of the rental is not adequately replaced or if Lessor is responsible for the defect.

### 7. Rights and obligations of Lessor

7.1 Lessor is not responsible for the damage or destruction of the equipment handed over to Lessee and is not obliged to provide any replacement for the period of time during which Lessee cannot use, because of his/her act or omission, the equipment.

7.2 The responsibility of Lessor is limited by the terms and conditions listed in the General terms and condition for the rental of material handling equipment and in the rental contract.

7.3 Lessor has the right to terminate the contract without having to respect the notice period and request the return of the rented equipment before the rental period expires, if Lessee uses the equipment contrary to the stated purpose and these terms and conditions, or if Lessee uses the subject matter of the rental in a way that could damage or destroy the subject matter of the rental.

7.4 Lessor has the right to inspect without prior notice the use of the equipment by Lessee. Lessee is obliged to allow Lessor an access to the equipment to check its state, and allow the removal of the equipment if there is a breach of the rental contract on the part of Lessee.

7.5 Lessor declares that the subject matter of the rental is in satisfactory condition for its use according to the contract and has valid service inspection reports and statutory tests for the time of the rental.

### 8. Equipment insurance

8.1 If not stated in the rental contract otherwise, Lessor declares that the equipment is not insured. Lessee is then responsible for:

- damage caused by breaching the specified technical conditions and operating standards of the equipment by Lessee;
- damage caused by mishandling or caused by breaching the ban on prohibition of the manipulation with the equipment by unauthorized persons;
- all losses of all kinds, including loss of profits, fees, deficits, losses caused by delays, failures to perform, loss of the market or contract .

8.2 Lessee is obliged to arrange his/her own liability insurance at his/her own costs for the subject matter of the rental and vinctulate the insurance in favor of Lessor.

8.3 In the course of the rental period, Lessee is obliged to announce every accident, loss or damage related to the operation of the equipment to the e-mail address of Lessor info@pujcovnavz.cz right after the above stated accidents happen. This information shall be sent to Lessor in writing by 24 hours after its detection, subsequently the parties to the contract agree to write a record of the damage

8.4 Tenant by signing of these conditions agrees to pay the made damages within 14 days from the occurrence of the damage. The lessor shall send to tenant invoice with calculated costs of damage.

8.5 In case of total damage of the subject of rent will be invoiced to tenant damage in the amount price of rented subject specified in the contract with the maturity of 14 days.

### 9. Termination of rental

9.1 The rental period means a time period listed in the rental contract which includes both periods of the delivery and return of the equipment from Lessor's warehouse and back. The rental period also covers the repair time of the equipment verifiably caused by Lessee.

9.2 Lessee and Lessor can agree on the extension of the original rental period. The request for extension shall be sent in writing to the e-mail address of Lessor info@pujcovnavz.cz. The agreement shall be valid upon the signing of an amendment to the valid and binding rental contract. If Lessee does not request for the extension of the rental period, yet he/she does not return the equipment by the agreed deadline, then Lessee's conduct is deemed as an unauthorized use of the equipment, see Article 9.7.

9.3 In case of a serious breach of the stipulated obligations on the part of Lessee, Lessor has the right to terminate this contract without having to respect the notice period. Such termination of the contract comes into force on the day of delivery of this notice to Lessee.

9.4 Serious breaches of the rental contract are especially: Lessee's longer than 30 days delay in payment of invoices issued by Lessor, a use of the equipment contrary to the provisions of the rental contract, or Lessee's entering into a contract with a third party concerning the rented equipment without the prior

consent of Lessor. If the rental contract terminates by an cancellation without notice on the grounds of the breach of any provision of the rental contract, Lessee is obliged to pay Lessor all the costs and damages related to an act or omission of Lessee, in particular:

- rental payments for the rental until the day of the termination of the rental contract by this cancellation notice;
- all costs and expenses related to the termination of the contract, e.g. transport and loading costs for the removal of the equipment from the place of its operation to the place of the handover of the equipment, equipment repair costs if the equipment is damaged, costs related to bringing the equipment back into the state corresponding to normal wear and tear if the equipment is excessively worn by Lessee;
- all costs, expenses and damage occurring to Lessor due to a premature termination of the rental contract;

9.5 Lessee is obliged to hand over the subject matter of the rental to Lessor on the last day of the rental. An inspection of the equipment shall be carried out upon its handover. Lessee is obliged to officially return the rented equipment in the same technical condition (apart from normal wear and tear) within the period, location and time agreed in the rental contract. Normal wear and tear does not mean a deterioration of the equipment's condition caused by mishandling or a failure to observe the prescribed maintenance. Lessee is obliged to return the equipment fully refueled by prescribed fuel. The tenant is obliged to return rented equipment with full filled tank of prescribed fuel, otherwise fuel will be additionally billed according to actual consumed fuel level.

9.6 The handover certificate shall contain all the data about the rental and return of the equipment and its accessories, including number of operating hours, fuel level, description of technical condition, and possible defects and damage. The certificate shall be signed by the authorized representatives of both Lessor and Lessee.

9.7 If Lessee does not return the subject matter of the rental to Lessor properly and on time, Lessee is obliged to pay Lessor for each day he keeps the equipment an amount corresponding to twice the rental payment stipulated by the rental contract. Lessee is further obliged to pay Lessor a contractual fee in the amount of 39 EUR for each day of the delay of the equipment's return.

#### **10. Service conditions**

10.1 In case of damage or defect of the machine, Lessee is obliged to inform Lessor of the damage in writing at the e-mail address [servis@pujcovnavz.cz](mailto:servis@pujcovnavz.cz).

10.2 The report of the occurrence of the damage or defect shall contain a description of the damage or defect, a photo documentation of the damage or defect, the exact address of the place where the equipment is located, telephone number and name of the person at the place of the rental who shall be present at the repair of the equipment and confirm the Certificate of work performed.

10.3 To expedite your request for removal of the defect, you may contact our technician at the following telephone number + 420 774 222 166.

#### **11. Privacy protection**

11.1 Lessee agrees with the collection, keeping and processing of his personal data he provided to Lessor for the purpose of negotiation about contractual relationship and performance of the rental contract.

11.2 Unless the law provides otherwise, Lessee – a natural person – explicitly agrees with Lessor's processing of Lessee's personal identification number and making copies of his identification card for the purpose of negotiation about contractual relationship and performance of the rental contract.

#### **12. Final provisions**

12.1 All announcements, requests, or other notices according to the rental contract shall be in writing and become valid at the time of their delivery at the address stated in the rental contract.

12.2 All relationships unmodified in these terms and conditions are governed by the rental contract between Lessor and Lessee in accordance with the current legislation.

12.3 Lessor and Lessee by signing the rental contract agree with these terms and conditions and are obliged to be governed by them.

12.4 Lessor has the right to change these terms and conditions anytime. A new version of the terms and conditions shall not be applied to the existing contractual relations.

12.5 Lessee assumes the risk of change of circumstances in accordance with the provisions of § 1765 Act no. 89/2012 Coll, the Civil code and he/she shall not seek a renewal of negotiations about the concluded rental contract, even if the change of circumstance is so substantial that it causes an extreme disproportion in the rights and obligations of the parties either by excessive increase in the costs of contractual performance, or by excessive decrease in the value of the subject matter of contractual performance (in this case, rental contract)

12.6 By signing these business terms and conditions, Lessee confirms that he/she has carefully read them, understood their contents and does not find any provision surprising.

#### **13. Validity and effect**

13.1 These terms and conditions are valid and applicable from 16/3/2016.

13.2 These terms and conditions are inseparable parts of the rental contract.