

## Contract on the Operating Lease / Sub-Lease of Motor Vehicle No. ....

concluded pursuant to the provisions of §269 (2) of Act No. 513/1991 Coll., the Commercial Code /§51 of Act No. 40/1964 Coll., the Civil Code as amended by and between

### Lessee:

Business name:	Effective CarService s.r.o.
Registered office:	Vajnorská 103/a, 831 04 Bratislava
ID No.:	48031933
TAX ID:	2123006735
VAT ID:	SK2123006735
IBAN:	SK72 1111 0000 0014 1824 6002
E-mail:	<a href="mailto:info@auto-prestige.sk">info@auto-prestige.sk</a>
Registered:	OR SR, City court Bratislava III, insert no. 109765/B

(hereinafter as "Lessee")

### Sub-lessee:

Business name/ Name and surname:	
Registered address / Permanent address:	
ID No. / Birth number:	
TAX ID/ Date of birth:	
VAT ID:	
IBAN:	
Contact:	
E-mail:	

(hereinafter as "Sub-lessee")

### Guarantor:

Business name/ Name and surname:	
Registered address / Permanent address:	
ID No. / Birth number:	
Date of birth:	
IBAN:	
Contact:	
E-mail:	

(hereinafter as "Guarantor")

(Further together as the "Parties" and independently as the "Contracting Party")

### Article 1 - Subject of the Contract and Period of Use

1. The subject hereof is the use of a motor vehicle by the Sub-lessee within the European Union for the remuneration agreed in Article II herein for

**Limited / Unlimited period** from ..... to ..... (hereinafter as "Rental Vehicle"):

<b>Brand, type and model</b>		<b>Registration plates</b>		<b>Year of production</b>		<b>Colour</b>		<b>Vehicle Category</b>	
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### Article 2 - Remuneration and Mileage Limit in Kilometres

1. The Parties agree on Remuneration for use of the Rental Vehicle as follows – the entered rate applies:

<b>Total</b>		EUR excl. VAT	<b>Per month</b>		EUR excl. VAT	<b>Per day</b>		EUR excl. VAT
<b>Total</b>		EUR incl. VAT	<b>Per month</b>		EUR incl. VAT	<b>Per day</b>		EUR incl. VAT

2. The parties have agreed on a **deposit** in the amount of ?????????? EUR excluding VAT, which is due on the date of signature hereof.

3. The parties have agreed on the following mileage limit in kilometres – the entered rate applies:

<b>Total limit</b>		km	<b>Monthly limit</b>		km	<b>Daily limit</b>	<b>150</b>	km
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### Article 3 - Services

1. The Sub-lessee has requested the following Services from the Lessee:

#### a. Pick-up:

Pick-up location		Fee		EUR excl. VAT		EUR incl. VAT
Return location		Fee		EUR excl. VAT		EUR incl. VAT

#### b. Overlimit / Unlimited kilometers

Fee		EUR excl. VAT		EUR incl. DPH
Amount				KM

#### c. Accessories:

Add driver		Young driver		Highway sticker	SK	Airport fee		Out of working hours fee	
Bicycle stand		Partition		Box		Superprotect		Child seat	

### Note:

### Article 4 – Guarantee statement

- In connection with the Agreement, the Guarantor declares to the Lessee that in the event that the Sublessee defaults on the payment of any of its monetary obligations arising from the Agreement (hereinafter referred to as the "Obligation") by more than 30 calendar days, the Guarantor shall fulfil the Sublessee's Obligation upon the Lessee's first written request.
- The Guarantor undertakes to pay the Obligation to the Lessee's bank account, which the Lessee will notify the Guarantor in writing for this purpose in a call for payment of the Obligation, no later than 15 calendar days from the date of delivery of this call.
- This statement forms an integral part of the Agreement. The declaration takes effect on the day of signature by the Guarantor.
- The Guarantor's obligation from this declaration shall be terminated in full by the complete settlement of the Sublessee's Obligations arising from the Agreement or other termination of the Sublessee's Obligations

## Article 5 - Tariff

FEES / CONTRACTUAL FINES	TOTAL (€ excluding VAT / € including VAT) for vehicles in categories H, K, M	TOTAL (€ excluding VAT / € including VAT) for vehicles in category P	TOTAL (€ excluding VAT / € including VAT) for vehicles in category S
Fee for Overuse of the Rental Vehicle. The fee will be charged for each individual instance identified on the Rental Vehicle separately. Overuse of the Rental Vehicle primarily includes the following:			
1. soiling of the Rental Vehicle to an excessive amount, such as by transporting animals, spills, or similar forms of soiling	350 / 430,50	700 / 861	1000 / 1230
2. damage to the interior of the Rental Vehicle, specifically tears to the seat upholstery, scratches on the dashboard, doors, headliner, glass, etc.	350 / 430,50	700 / 861	1000 / 1230
3. excessive wear on individual tyres as determined by tread wear in excess of 0.6 mm per month or driving with a flat tyre, inappropriate use, spinning tyres, drifting, and the like	350 / 430,50	700 / 861	1000 / 1230
4. excessive brake wear	350 / 430,50	700 / 861	1000 / 1230
5. warping of brake rotors	350 / 430,50	700 / 861	1000 / 1230
6. damage to any of the following parts of the Rental Vehicle will be billed separately. Exterior: front bumper; front mask; front fenders on the left and right side; fenders; wheels (rims and tires); vehicle bonnet; Windscreen; A-pillars; rear view mirrors; vehicle roof; windows individually; B-pillars; rear fenders on the left and right side; rear bumper; doors individually (including the boot lid or hatch and associated handles). Interior: steering wheel; seats; handles; upholstery on doors; armrests; boxes; displays; ceiling; gear shift; visors; seat nets; boot lid + interior of the boot space	350 / 430,50	700 / 861	1000 / 1230
7. for breach of every obligation under Subsection 7.3.3 of the T&C separately	350 / 430,50	700 / 861	1000 / 1230
8. contractual fine for smoking and the use of e-cigarettes in the Rental Vehicle	1000 / 1000		
9. fee for exceeding the mileage limit in km agreed in the Contract - for every km over the limit for the agreed period	0,50/km / 0,62/km	0,80/km / 0,98/km	1,50/km / 1,85 /km
Fee for blocking or seizure of the Rental Vehicle (plus travel to and from the location of seizure of the Rental Vehicle) per the T&C	350 (plus 0,50 for every one km) / 430,50 (plus 0,62 for every one km)	350 (plus 0,80 for every one km) / 430,50 (plus 0,98 for every one km)	700 (plus 1,50 for every one km) / 861 (plus 1,85 for every one km)
Fee to cancel a Reservation 7 or more days from the requested date of delivery of the Rental Vehicle	50% of the amount paid for the Reservation		
Fee to cancel a Reservation less than 7 days from the requested date of delivery of the Rental Vehicle or failure to pick up the Rental Vehicle on the agreed date or failure to sign the Contract	100% of the amount paid for the Reservation		
Fee for late return of the Rental Vehicle after expiration of the Contract	three times the daily Remuneration for every day of default		
Contractual fine for breach of the obligation specified in Subsection 4.3.9 of the T&C	20		
Contractual fine for breach of the obligation specified in Subsection 7.3.5 of the T&C	50 + price of fuel		
Contractual fine for breach of the obligation specified in Subsection 7.3.6 of the T&C	50		
Contractual fine for breach of the Sub-lessee's obligation specified in Subsection 4.3.3 of the T&C	10% of the Remuneration		
Contractual fine for breach of the Sub-lessee's obligation specified in Subsection 4.3.11 of the T&C	10% of the Remuneration		
Default interest for every day of default	0.05% of the outstanding amount		
Parking charges per Subsection 6.2.3.4 of the T&C	70% of the daily Remuneration for every commenced day		
Delivery - acceptance of the Rented Vehicle	separate pick-up price list		
Fee for each action performed by the Lessee outside of business hours (8:30am - 5:00pm)	29,90 / 36,78		
Additional driver - lump-sum fee	32,5 / 39,98		
Fee for a driver under the age of 25 - daily rate	0	30 / 36,90	Not possible
Airport fee - lump-sum fee	39,90 / 49,08		
Child's car seat – daily rate	5 / 6,15		
Rental of bicycle rack - daily rate	10 / 12,3		
Rental of ski rack - daily rate	10 / 12,3		
Fee for each reminder; does not apply to a Sub-lessee who is a consumer	40 / 40		
Fee for payment by credit card for services provided, one-time fee for each payment; does not apply to a Sub-lessee who is a consumer	1%		
Traffic penalty fee administration	30 / 36,90		
Super protect – lump-sum fee for the first 3 days of use of the Rental Vehicle (or fewer)	55 / 67,65	Not possible	Not possible
Super protect – daily rate after expiration of the first 3 days of use of the Rental Vehicle	16,584 / 20,40	Not possible	Not possible

If an individual discount is provided to the Sub-lessee through a promotional event, the fee for Overuse specified under numbers 1 to 8 of the Tariff are defined as the product of 1.5 and the relevant fee specified in the Tariff above. The amount of VAT depends on the applicable legislation of the Slovak Republic.



#### Article 6 – Inflation clause

1. The contracting parties have agreed that the Tenant is entitled to unilaterally increase the remuneration for the use of the Subject of the Contract for the entire period of the lease once (1x) per year in accordance with Article 1 of this contract by the rate of inflation for the previous calendar year officially declared by the Statistical Office of the Slovak Republic, as follows:
  - a) the remuneration valid as of December 31 of the calendar year will be increased as of January 1 of the following calendar year in accordance with the inflation rate announced by the Statistical Office of the Slovak Republic for the previous calendar year;
  - b) the supplement to the already paid remuneration for the use of the Subject of the Agreement for the past calendar year will be retroactively charged to the Sub-lessee in accordance with the rate of inflation declared by the Statistical Office of the Slovak Republic for the previous calendar year.

When adjusting the payment, the Lessee will be based on official data on the annual rate of inflation measured by the consumer price index published by the Statistical Office of the Slovak Republic on its official website. The Lessee shall deliver to the Sub-lessee a written notification of the increase in remuneration, and this increase shall be supported by documents from the Statistical Office of the Slovak Republic.

Additional invoicing of the increased compensation according to point 1. b) of this article is payable according to the issued invoice and the Sub-lessee is obliged to pay the difference of the compensation to the Lessee's account.

#### Article 7 – Fines

1. The contracting parties have agreed that for each foreign-language (except Slovak language) fine and/or notification of the fine, the Lessee will order an official translation. The costs of the official translation will be invoiced in full to the Sub-Lessee in the form of an invoice due in 7 working days.

#### Article 8 - Final Provisions

1. Upon signature of the Contract, the Lessee and the Sub-lessee confirm they are acquainted with its contents, which express their free and deliberate will, and that the Contract is not concluded under duress or otherwise clearly disadvantageous conditions.
2. The Sub-lessee is aware that the Terms and Conditions published on the Lessee's website ([www.auto-prestige.sk](http://www.auto-prestige.sk)) or available at any time at the Lessee's registered office are an integral part hereof. The Terms and Conditions lay down the rights and obligations which are binding for both parties, and which are not stipulated directly herein.
3. Arrangements between the Sub-lessee and the Lessee related to the Contract not specifically stipulated herein or in the Terms and Conditions are governed by applicable provisions of Slovak law, and in particular the Commercial Code / Civil Code.

In Bratislava, dated .....

For the Lessee:

.....  
Martin Antal  
managing director

In Bratislava, dated .....

For the Sub-lessee:

Accession pursuant to Subsection  
5.3.8. T&C:

.....  
?????  
managing director

.....  
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For Guarantor:

.....  
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