



## **TERMS AND CONDITIONS**

### **Overview of the terms and conditions of the rental/lease contract**

#### **Implications:**

By signing the rental/lease contract you agree with the rental/lease of the vehicle from TMK Solutions s.r.o. and with responsibility for the vehicle and other items rented/leased under the same contract until they are handed over to the representative of TMK Solutions s.r.o. and inspected by TMK Solutions s.r.o. It is on your responsibility to return the vehicle in the same condition as it was provided to you.

#### **Damage:**

You are responsible for a damage - based on a proven technical failure of the vehicle - in the rented/leased vehicle, which was not noted/reported at the beginning of the contract. You will be bearing the responsibility for the repair costs of that damage. The amount that will correspond to the damage and for which you will be responsible will be limited to the participation fee agreed in the contract.

#### **Return of the car outside opening hours:**

We recommend you to make sure that the vehicle has been inspected by a representative of our company and in that way you ensure the assent of both parties to the vehicle condition.

#### **Road traffic offences/Motoring offences**

You are responsible for all traffic offences, including parking violations and exceeding a speed limit while the vehicle is rented/leased to you. In addition to the fine, you can be charged an administration fee. The way of dealing with and billing traffic offences depends on the type of fine and the country where the offence occurred. You are also responsible for the settlement of charges for the use of toll road sections.

#### **Fuel option:**

You are required to return vehicle with the same amount of fuel as it was during taking over by you. If you return the vehicle with smaller amount of fuel, you will be charged a fee of 1.79 € for each missing litre and also a fee for the refilling service in the amount of 10 €. You should return the vehicle with the agreed amount of fuel and ensure that the correct type of fuel is refilled. Failure to do so you will be charged additional costs.

#### **Return:**

Unless the rental company agrees otherwise, you will return the vehicle at the agreed time and place. If you do not do so, you will be charged additional fees as defined in the contractual terms and conditions.

**Rental/lease contract:**

Make sure you understand the contractual terms and conditions. If you don't understand some aspects of the contract, then you should ask us for clarification.

**Documents required to rent/lease the vehicle:**

Driving license valid for at least 2 years, ID or passport. Extract from the Business Register or a notarized copy of a trade license not older than 3 months and a photocopy of VAT registration (only for VAT payers).

**Payment terms:**

When is the vehicle handed over, you pay for the rental/lease in cash, but it is also possible to pay by credit card (please notify us). Payment of the invoice is possible if you are our verified customer.

A daily rate stands for 24 hours from the beginning of the rental/lease. Exceeding this time by 90 minutes and more is charged as the additional fee for the whole next day (fee for another 24 hours).

- Prices include Compulsory Contractual Motor Vehicle Third Party Liability Insurance up to EUR 5 million, oil and other fills, but do not include fuel.
- Refilling. There is a charge for missing fuel when you return the vehicle. This fee also takes into account the company's handling costs related to refilling.
- All the above fees and fines are listed in the price list of fees.
- In case of non-cancellation of the reservation within 7 days before the commencement of the long-term rental/lease and at least 24 hours before the commencement of the short-term rental before the agreed takeover of the vehicle and when you fail to pick up the vehicle, you will be charged a fee of 30 EUR excluding VAT.

**Services outside of opening hours:**

Our services after working hours, on public holidays/non-working days and at weekends will be charged a 20 € fee.

**Delivery / Pickup:**

Delivery and pick up of the vehicle at the agreed location in Bratislava during working hours from 9.00 am to 5.00 pm is charged in the amount of 5 €. The fee for delivery outside Bratislava, or abroad, is the subject of the agreement.

**Trip abroad:**

Entry is allowed to EU countries. It is necessary to notify us about your intention before the trip.

**Insurance:**

All our vehicles are insured. There are compulsory contractual insurance and accident insurance with a co-participation of at least EUR 166 or 5% of the value of the damage. In case of theft, the co-participation is 10%. In the case of the use of drugs, alcoholic beverages and other narcotics, the client is fully responsible for damage to the vehicle even if the insurance is paid. Any compensation reduction by the insurance company resulting from the damage of the vehicle is automatically compensated by the lessee. If the lessee leaves documents, keys or other important documents in the vehicle, he/she is fully accountable for their loss to the lessor.

**Responsibility:**

The customer is responsible for all charges/fees related to the operation of the vehicle during the rental/lease period (fines for traffic offences, parking fees, fees for using toll roads ...).

**Rental period / Territorial validity:**

The lessee is obliged to report any extension of the rental/lease term at least 24 hours before the agreed rental/lease termination. The prolongation must be carried out in person or by telephone, the lessee is obliged to pay the rental payment in full to the lessor. Any extension without notice within the deadline will be considered as unauthorized use of the other person's vehicle with all consequences.

**More details:**

TMK Solutions s.r.o. is not responsible for the client's personal property and for other things left in the car. VAT refund is not possible. TMK Solutions s.r.o. reserves the right to change the rental/lease terms and conditions.

**The rental price does not include fillings and liquids, which must be replenished during the use of the vehicle:**

- windshield washer fluid
- coolant
- engine oil
- adBlue

The lessee is not entitled to use the vehicle for taxi service (or for similar services of the shared economy), rental or for the transport of dangerous goods. Alike, the lessee is not entitled to register the vehicle in the concession. If such an offense is found out, a fee will be charged according to the valid price list for violation of the General Terms and Conditions.

**Important Notice:**

TMK Solutions s.r.o. reserves the right to make changes.

## **Personal data protection at TMK Solutions s.r.o.**

Information and guidance on the collection and processing of personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC ( General Data Protection Regulation) (hereinafter referred to as the “Regulation”) and Act No 18/2018 on personal data protection and amending and supplementing certain Acts (hereinafter referred to as the “Act”):

Operator:

TMK Solutions s.r.o.

with its registered office in Kutlíková 17

851 02 Bratislava

Identification Number (IČO): 46012109,

Register designation: Business Register of the District Court Bratislava I,

Section: Sro, insert no. 109411 / B

(hereinafter referred to as TMK Solutions) hereby informs the persons concerned on the collection and processing of their personal data.

This information is intended for you if you are our customer, but also if you are an employee of our customer or supplier who is a legal entity or a self-employed and your employer has designated you as his authorized person for individual areas of communication related to the supply of goods and services within contractual relations.

### **Principles of personal data protection/ Privacy Policy:**

We process your personal data only on the basis of the legal terms and conditions specified in the Regulation or in the Act. As the operator, we are responsible for the protection of your personal data that we have obtained so far about you in accordance with the Regulation and the Act to the extent and in the manner specified in that information. In case of questions concerning the processing of your personal data, you can contact us in person or by post at the address of our registered office, by phone at tel. number + 421 903 154 767, +421 902 503 030 or by e-mail: [info@kristofcars.eu](mailto:info@kristofcars.eu).

We obtain your personal data primarily from you, when you voluntarily provide us with it in connection with a demand or request for our services, which you address to us in person, by telephone, in writing by post or electronically, and which is included in your request.

If you are an employee of our customer or supplier who is a legal entity, or a self-employed person who has designated you as his authorized person for individual areas of communication related to the supply of goods and services within the contractual relationship, we obtain personal data from your employer; the provision of data that is the content of this information does not affect the information obligation of your employer to the extent pursuant to Article 13 of the Regulation, resp. § 19 of the Act when obtaining and processing your personal data in connection with the employment relationship between the employee and the employer.

**Categories of personal data collected and processed:**

We will be only gaining and processing your ordinary personal data to the extent necessary in the framework of our activities in connection with the provision of our services. We will not process personal data of a special category that reveals your racial or ethnic origin, political opinions, political or philosophical beliefs, trade union membership, genetic data, biometric data, sexual orientation and other sensitive personal data about you.

**We process your personal data to the following extent**

**Identification data:**

Title, name, surname, date of birth, signature, photograph of the face and other particulars given in the identity document card or passport and driving license.

**•Contact details:**

Permanent residence address or delivery address, e-mail address and phone number.

**•Data on purchases and discounts:**

Purchased goods or services, price of purchased goods or services, place, date and time of purchase, information on provided discounts and benefits.

**•Banking, financial and transaction data:**

Credit card number, bank account data, payment data.

**•Data concerning vehicle leasing contracts:**

Client identification number, contract number, vehicle identification number.

**•Data relating to insurance claims:**

Insurance claims history including paying of insurance benefits and expert opinions, information on victims.

**• Location data:**

Monitoring the position of selected rented/leased vehicles via satellite tracking device (GPS), which allows tracking of rented/leased vehicles during their use or after theft.

**Inevitability to provide personal data:**

We need inevitably your personal data, because in the event of their non-provision, a contractual relationship cannot be concluded between the supplier and the customer. Under the Act of the National Council of the Slovak Republic no. 513/1991 Coll. (Commercial Code) as amended, your identification (since you are one of the contracting party or a person designated by your employer to handle contractual matters) is one of the essentials of the Contract.

**Recipients of personal data:**

All your personal data will be processed and stored in our internal systems and will be further provided by us to other recipients only if this is necessary for the purpose of processing or on the basis of a legal obligation arising from special legal regulations.

**Recipients of personal data may be:**

- control, supervisory and other state bodies within the performance of their activities in accordance with a specific legislation (e.g. Slovak Trade Inspection, Office for Personal Data Protection of the Slovak Republic, Tax Office, etc.),
- courts and law enforcement authorities on the basis of their requesting or within the legitimate interests of the operator in proving, asserting and defending legal claims,
- insurance companies with which the operator has concluded an insurance contract relating to the rented/leased vehicle,
- contractually authorized service providers, such as IT service providers, postal and courier services, financial and insurance services,
- other recipients to whom the operator is obliged to provide personal data in accordance with a special law or legitimate interest, such as auditors, legal advisers, tax and accounting advisers, insurance companies, banks, credit registers, third parties evaluating the usage of the services of our contractual partners, persons who are in labour-law relation with us or in another similar relation, to such extent that is strictly necessary for the performance of their work or rights, and who in relation to the personal data provided or made available, will be obliged to maintain the confidentiality of such information to the extent and under the conditions agreed in a written contract that we enter into with them or established by generally binding legal regulations.

**Personal data and the purpose for processing**

**We will collect and further process your personal data for the following purposes:**

**Conclusion and performance of the contract;** To meet contractual obligations or take measures at your request before concluding a contract with you, especially for the purposes of processing and sending price offers, reservations, preparation and conclusion of contracts, registration of contracts, including all their changes in our internal system, control of performance of contracts and obligations of contracting parties, in particular in the framework of rental/lease contracts, and framework contracts, as well as other obligations related to the administration of contracts, takeover and handover of vehicles, handling of complaints and grievances, invoicing, recovery of damages and receivables arising in connection with the supply of goods and services, solving insurance claims, storing related documentation and records, mutual communication of the contracting parties, etc.

The legal basis for the processing of your personal data for this purpose is Art. 6 par. 1 letter b) and c) of the Regulation, i.e. performance of the contract and performance of the legal obligations of the operator resulting in particular from the Act of the National Council of the Slovak Republic no. 513/1991 Coll. Commercial Code as amended. The provision of personal data by the data subject is in this case a contractual requirement. If personal data are not provided, it will not be possible to enter into a contractual relationship with the data subject.

**Marketing;** If you agree, we will send you commercial information about products and various promotions by mail, e-mail, SMS message, or other form. We will only send commercial information to such an extent and frequency that will not bother you.

The legal basis for the processing of your personal data to this purpose is the provision of Art. 6 par. 1 letter a) of the Regulation, i.e. the consent of the person concerned.

You can revoke your consent at any time, and we will announce you the particular method of the consent revoking (depending on the method of its giving) in the request for your consent. Consent revoking will not affect the lawfulness of processing arising from the consent before its withdrawal. Processing for marketing purposes is seen by us as processing based on the legitimate interests of the operator if you are our customer and we consider to be our legitimate interest to inform you about news and offers in the field of our services. You have the right at any time to object to the processing of your personal data for marketing purposes or to stop sending our marketing news/messages via a link included in those news/messages.

### **Identification of data subjects**

For purposes of unambiguous identification and verification of the identity of persons - customers, resp. persons who are authorized by customers (in the case of the customer who is a legal entity or self-employed person) and for the purpose of verifying the authenticity of official documents as well as the possible need to

cooperate with law enforcement authorities in the event of theft or damage to the operator's property - of the rented/leased item, we make photocopies of official documents (ID and driver's licenses and passports).

The legal basis for the processing of your personal data for this purpose is the provision of Art. 6 par. 1 letter f) of the Regulation, i.e. legitimate interest of the operator, which is, in this case, the protection of the property and financial interests of the operator in order to prevent crime and other anti-social activities in the area of property crime, committed primarily in the form of theft and damage to the operator's property.

**Protection of the property and financial interests of the operator;** To protect the property and financial interests of the operator, selected leased/rented vehicles are secured by monitoring their location via satellite tracking (GPS), which allows tracing of leased/rented vehicles at the time of their use and after theft. The processing of personal data resulting from the information obtained on the occurrence of the vehicle is carried out if the leased/rented motor vehicle is used by a specific natural person, i.e. if, at the time of the use of the leased/rented motor vehicle, the operator is able to identify the specific natural person and the vehicle is equipped with a monitoring device. In such a case, personal data will be processed to the extent of the obtained GPS information on the occurrence of the vehicle and the identification data of the person concerned. When the lessee takes over the vehicle, he/she is informed that the rented/leased vehicle is equipped with a GPS monitoring device.

The legal basis for the processing of your personal data for this purpose is the provision of Art. 6 par. 1 letter f) of the Regulation, i.e. the legitimate interest of the operator, which in this case is the protection of the property and financial interests of the operator in order to prevent crime and other anti-social activities in the field of property crime, committed primarily in the form of theft and damage to the operator's property.

**Bookkeeping and preparation of accounting documents;** in particular the administration and the price invoicing for the supply of goods and services, the processing of accounting documents, tax documents and invoices.

The legal basis for the processing of your personal data for this purpose is the provision of Art. 6 par. 1 letter c) of the Regulation, i.e. compliance with our legal obligations under Act no. 431/2002 Coll. on accounting as amended (hereinafter referred to as the "Accounting Act"), Act no. 222/2004 Coll. on value added tax, as amended, etc.

**Mail registration and registry management;** registration and administration of postal items, mail delivered and sent from and to the electronic mailbox and registration and archiving of contracts, accounting documents, tax documents and related documents in our internal systems.

The legal basis for the processing of your personal data for this purpose is the provision of Art. 6 par. 1 letter c) of the Regulation, i.e. compliance with the

legal obligation of the operator according to special regulations, especially according to the Act on accounting and Act no. 395/2002 Coll. on archives and registries and on the amendment of certain laws.

**Retention period of personal data:**

We will process your personal data for the time necessary to achieve the purposes of their processing, but no longer than for the period of the contractual relationship duration.

In the event that we assert legal claims against you and conduct legal or administrative proceedings, or if you assert legal claims against us and conduct legal or administrative proceedings against us, your personal data will be processed due to prove, assert or advocate legal claims until the final termination such proceedings. After the termination of the contractual relationship, resp. after the lawful termination of the proceedings under the previous sentence, your personal data will be stored (archived), for a period of 10 years from the termination of the contract, because the obligation to keep the contract and accounting and tax documents related to the contract, which contain your personal data, results from generally binding regulations, especially the Accounting Act. Following that time, the data will be deleted or devalued / shredded.

In the event, that at any time, you have objection to the processing of your personal data for direct marketing, we will cease processing your personal data for this purpose.

Personal data obtained from vehicle monitoring are kept for 2 years after the termination of the contractual relationship.

Photocopies of official documents are kept for the period of the contractual relationship. They are liquidated within 1 year at the latest, if the operator is not using them on the basis of legitimate interests (e.g. in addressing damages, insurance claims and theft) or for the purpose of proving, asserting or advocating legal claims.

**Transfer of personal data to third countries or an international organization:**

Your personal data is not provided to third countries or international organizations and we do not intend to transfer such data either.

**Withdrawal of consent for processing personal data:**

In the event that we process your personal data on the basis of the consent, you have the right to withdraw your consent to personal data processing at any time. The withdrawal of consent shall not affect the lawfulness of personal data processing based on consent before its withdrawal; prior to giving consent, the data subject shall be informed thereof. You can withdraw the consent in the same way as it was given.

**Automated decision-making, including profiling:**

When processing your personal data it does not occur on our part neither automated decision-making nor profiling.

## **Rights of the data subject in relation to the protection of personal data:**

In the context of processing of your personal data, in addition to the above rights, you have the following rights in particular:

- right of **access** to personal data (Article 15 of the Regulation); you have the right to obtain confirmation from us whether your personal data is being processed and, if so, you have the right of access to the personal data (copies thereof) as well as additional information to the extent provided for in Article 15 of the Regulation. In most cases, we will provide you with these copies concerning your personal data and additional information in writing, unless you require another method of providing them. If you have requested for the information by electronic means, it will be provided to you electronically, if technically possible.

- right to **rectification** of personal data (Article 16 of the Regulation); We take reasonable measures to ensure the accuracy, completeness and reliability of the information we have about you. However, this right allows you to request us to rectify your incorrect personal data without undue delay or to complete it if it is inaccurate, incomplete or out of date. Please note that you are only required to provide us with such personal data that is complete and correct, and you are responsible for the falsity of the personal data you have provided to us.

- right to **erasure** of personal data ('right to be forgotten') (Article 17 of the Regulation) and without undue delay to exercise this right for example if your personal data is no longer necessary in relation to the purposes for which it was collected or otherwise processed, if you have withdrawn your consent to the processing and where there is no other legal ground for the processing (for example, the contract we have concluded with you), if you object to the processing of personal data under Art. 21 par.1 of the Regulation or if we process your personal data in infringement of the Regulation and law. However, this right of yours must be assessed in the light of all relevant circumstances. For example, we can have certain legal and regulatory obligations, which means that we will not be able to comply with your request.

- right to **restriction** of personal data processing (Article 18 of the Regulation), in the cases stipulated by law, you have the right to ask us to cease processing your personal data, e.g. if you object to the correctness of the personal data we have about you, however, only during the period allowing us to verify the correctness of your personal data, if you object to the processing of personal data by automated decision-making, or if the processing of your personal data is in infringement of the Regulation and the Act and if you object to the erasure of your personal data, but instead of the erasure you request the restriction on their use or object to the erasure your personal data, which we, as the operator, no longer need and therefore we want to erase them, but you need them, for example, for the establishment, exercise or defence your legal claims in ongoing court proceedings.

- right to personal data **portability** (Article 20 of the Regulation), i.e. the right to obtain from us your personal data that you have previously provided to us in

a structured, commonly used and machine-readable format. You have the right to request us to transfer your personal data to another operator under legal conditions; exercising this right does not affect your right to erasure of your personal data. However, the right to portability only concerns personal data that we have obtained from you on the basis of your consent or on the basis of the contract where you are a contractual party.

- right to **object** to the processing of any personal data (Article 21 of the Regulation), if the processing of your personal data is based on our legitimate interest or if we process your personal data for the purpose of direct marketing, including profiling in such processing. If you lodge an objection and we do not prove compelling legitimate grounds for the processing or if you object to the processing of your personal data for the purpose of direct marketing, we will not further process your personal data for those purposes.

- right not to be subject to the decision based solely on automated processing, including profiling, if such automated decision-making and profiling would have legal effects in relation to you or significantly affect you (Article 22 of the Regulation); However, as we have stated, there is no automated decision-making or profiling in the processing of your personal data on our part.

- right to **lodge a complaint** with a supervisory authority (Article 77 of the Regulation); if you suppose that the processing of your personal data is in infringement of this Regulation or Act of the National Council of the Slovak Republic no. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts (hereinafter referred to as “Act No. 18/2018 Coll.”), you may lodge a complaint (proposal to initiate proceedings on personal data protection pursuant to Section 100 of Act No. 18/2018 Coll. z.) to the Office for Personal Data Protection of the Slovak Republic.

**Office for Personal Data Protection of the Slovak Republic**  
Hraničná 12

820 07 Bratislava 27

[www.dataprotection.gov.sk](http://www.dataprotection.gov.sk)

Tel. number:+421 /2/ 3231 3214

E-mail: [statny.dozor@pdp.gov.sk](mailto:statny.dozor@pdp.gov.sk)

**You can exercise your rights:**

- **in person by submitting an application at the registered office of TMK Solutions s.r.o.**

- **by sending a written request by post to the address of TMK Solutions s.r.o.**
- **electronically to e-mail: [info@kristofcars.eu](mailto:info@kristofcars.eu)**

**Contact details of the operator:**

TMK Solutions s.r.o.

Registered office: Kutlíková 17

851 02 Bratislava

Identification number: 46012109,

Register designation: Business Register of the District Court Bratislava I,

Section: Sro, Insert no. 109411/B

Tel. number: +421 903154767

+421 902 503030

e-mail: [info@kristofcars.eu](mailto:info@kristofcars.eu)

## **General commercial terms and conditions for motor vehicle rental/lease**

### **Introductory provisions:**

The general commercial terms and conditions for the rental/lease of motor vehicles (hereinafter referred to as "GTC") represent an integral part of the contract for the rental/ lease of a motor vehicle or they are the part of another contract, if it is specifically agreed between the Lessor and the Lessee, hereinafter referred to as the "contract" / For the purposes of these GTC, the company TMK Solutions s.r.o. is considered to be the Lessor.

The Lessor declares that:

a / he/she is the owner or is authorized to rent/lease a motor vehicle specified in more detail in the contract which is the subject of the rental/lease / hereinafter referred to as the "vehicle" /,

b / the vehicle is duly registered in the register of motor vehicles kept in accordance with a special regulation,

c / as far as the vehicle is concerned, the Lessor has concluded a compulsory contractual insurance and accident insurance that cover the Slovak Republic and other European countries,

d / he/she pays the road tax properly for the vehicle.

## **Security:**

The Lessee is obliged, if the Lessor so requests, to pay to the Lessor a security in the amount specified in the contract on the day of taking over the vehicle. Under the security, the Lessor is entitled to satisfy any of its receivables from the Lessee. The Lessor shall return the unexpended security to the Lessee when returning the motor vehicle - the subject of the lease, if the security was paid by the Lessee in cash.

## **Rights and obligations of the Lessor:**

- The Lessor is obliged to hand over the vehicle to the Lessee in good condition, together with the documents necessary for the use of the vehicle. The contracting parties shall draw up a protocol on the handover and takeover of the vehicle /hereinafter referred to as the "Protocol"/.
- The Lessor is obliged to hand over the vehicle to the Lessee on the day of the commencement of the rental/lease period in a very good condition for operation and usage according to the contract, at the place of its registered office, unless otherwise agreed. The vehicle is considered to be handed over at the moment when the Lessor has provided the Lessee with the opportunity to take over the vehicle.
- The Lessor is entitled at any time throughout the duration of the contract to make sure whether the vehicle is in the proper technical condition and in compliance with other contractual obligations. The Lessee is obliged to provide the Lessor with the necessary cooperation for that purpose.
- The Lessor hands over the vehicle to the Lessee with a full tank. If there is a fault/defect in the vehicle which makes the vehicle immobile resp. unfit for the drive on public roads, except the case of insurance claim or other fact caused by the Lessee, the Lessor is obliged to provide a replacement vehicle of a comparable category for the period until the defect is eliminated.

## **Obligations of the Lessee:**

- The Lessee is obliged to inspect the vehicle upon its takeover and notify the Lessor all defects found, which will be recorded in the protocol. The Lessor is not responsible for defects that the Lessee may have found out during the inspection and did not notify them.
- The Lessee is entitled to use the vehicle for the period specified in the contract, in accordance with legal regulations, the contract, instructions for use and operation.

- The lessee is not entitled to use the vehicle in the following cases:
  1. for transport of goods in breach of customs regulations or in any other illegal manner,
  2. for transport of passengers or property in return for payment / direct or indirect /,
  3. for propelling or towing any vehicle or trailer, in the context of any motor vehicles / motor / sporting events,
  4. by a driver who is intoxicated, or under the influence of drugs,
  5. out of the country of rental/lease without the explicit consent of the Lessor,
  6. Likewise, the lessee is not entitled to register the vehicle in the concession. If such violation/offence is found out, a fee of 500 € will be charged for breaching the General Terms and Conditions.
  7. The Lessee is not entitled to provide the vehicle as a deposit or guarantee and is obliged to prevent the emergence of third party rights to the vehicle. Furthermore, he/she is not entitled to alienate the vehicle or enable the usage of the vehicle to the third parties. The Lessee is entitled to provide the vehicle to the third parties only with the written consent of the Lessor. If the Lessor consents to the use of the vehicle by third parties, the Lessee is responsible for the vehicle as if he/she used the vehicle by himself/herself.
  8. The Lessee is fully responsible for damage and other detriments caused to the Lessor or third parties by using the vehicle. The Lessee is considered to be the vehicle operator.
  9. The lessee is obliged to handle the vehicle in such a way that no damage occurs to it. He/she is obliged to immediately inform the Lessor about damages and all faults/defects on and in the vehicle.
  10. The lessee is obliged to check the technical condition of the vehicle before each use, including the condition of the tyres. If he/she finds out some defects, is obliged to inform the Lessor at once. The Lessor will ensure their removal depending on their nature.
  11. The Lessee is not entitled to perform any technical interventions in the vehicle. If the Lessee has made modifications to the vehicle without the consent of the Lessor, the Lessor has the right to request for removal of these modifications and restore the vehicle to its original condition. All costs are borne by the Lessee. If it is not possible to remove additional modifications to the vehicle without its impairment, the additional modification of the vehicle is the property of the Lessor and the Lessee is not entitled to any compensation.
  12. The Lessee shall bear full liability for damage or other detriments caused to the third parties by the operation of the vehicle. The Lessee shall pay all fines and court costs related to parking, traffic offences or other offences against the law which were imposed on the vehicle, to the Lessee, another driver or the Lessor after returning the vehicle, except if this is due to the Lessor's fault.
  13. When parking the vehicle, the Lessee is obliged to secure the vehicle with all security devices if it is equipped with them.
  14. The Lessee is obliged to inform the Lessor without delay about the loss or theft of the vehicle registration certificate, vehicle keys or keys of the mechanical security device, remote control, registration number

plate. The costs for the delivery of lost or stolen items shall be borne by the Lessee.

15. The Lessee is not allowed to change the data or interfere in the mileage indicator. He/she is obliged to immediately notify in writing any malfunction in the mileage indicator to the Lessor. The Lessor will ensure the repair. In this case, the Lessee is obliged to pay to the Lessor: the charge resulting from mileage in excess/number of kilometres covered by the vehicle will be set down after reading the data on the odometer installed by the manufacturer; in the event of a odometer failure, the excess mileage charge will be calculated on the basis of the distances covered during the journey according to the GPS road map.

16. The Lessee is obliged to notify the Lessor without undue delay when a fault/defect occurs on/in the vehicle or a service is required, otherwise he/she is liable for damage caused by the breach of the mentioned obligation.

17. The Lessee is obliged to unconditionally follow the Lessor's instructions regarding maintenance and repairs of the vehicle. The Lessee is obliged to follow the vehicle maintenance plan prescribed by the manufacturer without reservations. Permitted tolerance for servicing is plus / minus 1000 km.

18. The Lessee is obliged to immediately notify the Lessor of the insurance event, as well as to notify the expected extent of the damage and to follow his instructions, otherwise he/she is liable for damage or other damage caused by a breach of this obligation. The Lessee is also obliged to inform the Lessor about the circumstances of the occurrence of the insurance event and undertakes to provide him/her with co-operation in the liquidation of the insurance event according to the Lessor's requirements. The Lessee is entitled and obliged to act, in the case of proceedings relating to the insurance event, in such a way as to avoid a detriment to the justified claims of the Lessor.

19. If the insurance event occurs, the Lessee is obliged to immediately notify the insurance event to TMK Solutions s.r.o. and then follow his instructions.

20. If the vehicle is immobile, the Lessee undertakes to follow the instructions of the Lessor. The Lessee is obliged to secure the vehicle against further damage, loss, theft or destruction until the immobile vehicle is towed.

21. The Lessee is obliged to ensure that no damage occurs to the object of the rental/lease. The Lessee is obliged to immediately notify in writing, each damage, malfunction, necessity for servicing or another defect to the Lessor, the designated person: Martin Krištof 421 903 154 767, or Adam Ondrejkoovič, tel .: 421 902 503 030.

**Cancellation of confirmed reservation:**

Cancellation of a confirmed reservation should be done no later than 7 days before the agreed time of taking over the vehicle for a long-term rental and at least 24 hours before the agreed time of taking over the vehicle. In the event of non-cancellation of the reservation by the Lessee within the period specified in the previous sentence,

the Lessee undertakes to pay a fee of 30 € without VAT for non-realization of the rental/lease.

**Compensation for damages:**

The Lessee is liable for all damage to the vehicle as a result of a breach of his obligations, in particular by unprofessional operation and handling, driving without a valid driver's license, driving under the influence of alcohol or other narcotic and psychotropic substances.

The Lessee is responsible for the destruction, loss, damage and devaluation of the vehicle and its equipment, which is not covered by the insurance contract. For the direct or indirect damages incurred to the Lessor or to other persons by the usage of the vehicle, by the usage interrupting, or by the vehicle removal, is the Lessor responsible exclusively in the case if those damages are caused by violation of his/her (Lessor's) obligations.

Without prejudice to other provisions of the contract, in the event of an insurance event, the Lessee also bears the contractually agreed co-participation with the insurance company in the amount of 5% of the amount of the damage, while the minimum co-participation of the Lessee in damage compensation is agreed in the contract.

Without prejudice to other provisions of the contract, the Lessee also undertakes, in the event of the insurance event qualifying as total damage or theft, to pay the contractually agreed co-participation and the difference between the general price of the vehicle at the day of the insurance event occurrence and the insurance benefit/claim.

**Contractual penalty:**

The Lessee is obliged to pay to the Lessor a contractual penalty in the amount of 3,500.00 EUR (in words: three thousand five hundred Euros), in the event that he/she violates the following contractual obligations:

- 1.He/she performs unlawfully technical interventions into the vehicle,
- 2.The Lessee provides the vehicle as a deposit or a guarantee, alienates the vehicle or provides it to the third parties without the Lessor's consent, and that regardless of the validity of such legal acts,
- 3.When parking, the vehicle will not be secured by all security devices installed in the vehicle due to its securing,
4. He/she intervenes into odometer or changes data shown thereon,
5. He/she violates his/her notification obligation under these GTC.

6. Contractual arrangement regarding the penalty or meeting the obligation to pay the contractual penalty does not prevent to the Lessor to get damage compensation that has resulted from the breach of Lessee's obligations.

### **Contract termination**

The contract expires at the end of the agreed rental/lease period, by written agreement of the contracting parties, withdrawal for the reasons stated in these GTC or in the contract, by one of the contracting parties, by destruction of the vehicle.

**The Lessor has the right of withdrawal from the contract, if:**

The Lessee breaches any of his/her contractual obligations or does not eliminate the consequences of a breach of his/her contractual obligation nor even within an additional period of 7 / seven / days from the delivery of the Lessor's written call for eliminating the consequence of the breach of the Lessee's contractual obligation.

**The Lessee has the right of withdrawal from the contract, if:**

The vehicle is not usable due to breach of contractual obligations by the Lessor. The vehicle is excluded from the vehicle registration, which is kept pursuant to a special regulation. However, the mentioned exclusion was done without fault or breaching obligations on the part of the Lessee.

**Vehicle return:**

On the day of termination of the contract / without being called for doing so/, the Lessee will hand over the vehicle to the Lessor at a pre-agreed place or at the place of the Lessor's registered office.

- The Lessee bears the risk of damage to the vehicle until the moment of its proper handover to the Lessor.
- The Lessee is obliged to hand over the vehicle to the Lessor in the condition in which the vehicle was handed over to the Lessee, taking into account normal wear and tear according to the mileage.
- The Lessee is obliged to hand over to the Lessor all documentation and other items obtained from the Lessor, especially all keys to the vehicle, mechanical security, remote control of locks, radio panel, etc. The damage incurred to the Lessor by not returning any of the items listed in the previous sentence, will be borne by the Lessee.
- The vehicle will be handed over in a clean state, in case of excessive pollution, the vehicle cleaning costs will be claimed against the Lessee, who is obliged to pay them at once. The Lessee undertakes to comply with the ban on smoking in the motor vehicle, otherwise he is obliged to reimburse the Lessor all costs associated with cleaning the vehicle. If the Lessee returns the vehicle excessively dirty, he/she is liable for damages incurred after washing and cleaning the vehicle for a period of 48 hours after the physical return of the vehicle to the Lessor. When taking over the vehicle after the rental/lease, the Lessor will check its condition. If there will be detected some damages or defects, the Lessor has the right to have them repaired or removed at the expense of the Lessee.
- The Lessee is obliged to return the vehicle to the Lessor in the presence of an authorized employee of the Lessor, so that the vehicle can be properly inspected and any defects found out when returning the vehicle. If the Lessee returns the vehicle without the presence of the authorized Lessor's employee, he/she is responsible for all damages or defects that will be detected by the Lessor during the check of the vehicle. In such a case, the Lessee is obliged to reimburse the Lessor for all costs incurred in connection with the removal of damages and defects and agrees to reimburse them.
- The vehicle is considered to be returned when the Lessor takes it over properly. If the Lessee violates the obligation to hand over the vehicle and does not comply with the request of the Lessor to return the vehicle, then the Lessor takes away the vehicle from the Lessee. The costs incurred to the Lessor by taking the vehicle away will be borne by the Lessee.
- If the Lessee returns the vehicle with less volume of fuel than on its delivery, he/she is obliged to pay fuel charge to the Lessor in the amount agreed in the motor vehicle rental/lease contract.

Documents intended for the contracting parties are sent to their address provided for in the contract.

**Delivery obligation is complied with, if:**

- The addressee/recipient accepts/takes over the document,
- The post office returns/sends the correspondence to a sender as undeliverable for the reason that the addressee, by his actions or omissions, thwarted the receipt / takeover of the document, refused to accept the correspondence, or because the addressee/recipient is unknown/does not stay at the specified address/and has not notified his/her new address,
- The addressee/recipient does not accept/take over the correspondence.

## **Personal Data Protection**

Information pursuant to Article 13 of Regulation (EU) / 2016/679 of the European Parliament and of the Council on the protection of personal data and on the free movement of such data, repealing Directive 95/45 / EC / hereinafter "GDPR" /.

TMK Solutions s.r.o.

Registered office: Kutlíková 17

851 02 Bratislava

Identification number: 46012109,

Register designation: Business Register of the District Court Bratislava I,

Section: Sro, Insert no. 109411/B /hereinafter referred to as the "operator/lessor" /.

Contact details of the responsible person: Martin Krištof, tel.: +421 903 154 767, email: [info@kristofcars.eu](mailto:info@kristofcars.eu). Personal data is processed for the purpose of concluding a car rental/lease contract and fulfilling the obligations and commitments which result for the operator from the concluded contracts / processing of personal data is within the meaning of Article 6 para. 1 letter b) GDPR processing of personal data is necessary for the purposes of fulfilling the contractual or pre-contractual relations to which you are a party/.

Personal data is processed for the purpose of accounting documents preparing and bookkeeping (processing of personal data is within the meaning of Article 6 (1) (c) of the GDPR, processing of personal data is necessary for the purpose of fulfilling the legal obligation of the operator).The provision of personal data by you is mandatory, otherwise, if you do not provide personal data necessary for the mentioned purposes, it is not possible to enter into a rental/lease contract with you and fulfil the legal obligations arising from them.

Personal data will be stored for the period during which the operator is obliged to process your personal data to the specified extent within the meaning of specific legal regulations. After this time, it will be liquidated.

The operator provides personal data to debt collection companies and the operator further makes personal data available to a third party if such an obligation is imposed by a generally binding legal regulation.

No cross-border transfer of personal data to third countries or to an international organization is performed. Upon written request or in person at the operator, you have the right:

to request for access to your personal data, rectification, erasure or restriction of personal data processing,

to object to the processing of your personal data,

to transfer of personal data,

to initiate proceedings with the Office for Personal Data Protection of the Slovak Republic, Hraničná 12, 820 07 Bratislava, the Slovak Republic.

The personal data obtained is not subject to profiling or automated decision-making.

**Alternative dispute resolution (ADR):**

Pursuant to Section 11 par. 1 of Act no. 391/2015 Coll. on Alternative Dispute Resolution and Amendment of Certain Laws (the "Dispute Resolution Act"), the Lessee has the right to contact the Lessor with a request for redress, if he/she considers that the Lessor has violated his/her rights or is not satisfied with the manner in which the Lessor has handled his/her complaint.

If the Lessor has responded to the request pursuant to point 1 in the negative manner or has not responded to the request within 30 days from the date of its dispatch, the Lessee has the right to file a motion to initiate alternative dispute resolution pursuant to Section 11 para. 2 of Act no. 391/2015 on alternative dispute resolution for consumers.

The Lessee has the right to choose the entity of alternative resolution of the consumer dispute. An up-to-date list of entities of alternative dispute resolution for consumers and more detailed information on alternative dispute resolution for consumers, in particular on the possibilities and terms and conditions for alternative dispute resolution for consumers, is available on the website of the Ministry of Economy of the Slovak Republic.

**Final provisions:**

These GTC are issued by the lender within the meaning of Section 273 of the Commercial Code.

Done at Bratislava, 25 May 2018