## SNĚŽNÍK , a.s., Velká Morava 79, 56169 Dolní Morava, Company ID No.: 26979136 Tax ID No.: CZ26979136 Page 1 of 3

# OPERATING AND RENTAL RULES OF MARCELKA HIRE SHOP AND SLON HIRE SHOP AND SERVICE

All items, valid for summer and winter hire, are hired out after presentation of a national ID card or passport and payment of a deposit and payment of the rental fee. They shall always be hired out for a definite period of time, which is specified in the rental agreement and the valid price list. If you cannot present proof of ID, you will not be able to borrow equipment. Two identity documents are required for Polish citizens.

- The customer (borrower) shall use the borrowed item for the agreed period of time. Takeover of the item is confirmed with the customer's signature on the relevant rental agreement issued by the controller.
- The rental price is payable at the moment of hire.

### Handover of the borrowed item to a third party is prohibited.

• The customer is obliged to verify the technical condition of the borrowed item before paying the rental price, and to notify the operator of any deficiencies without delay. No later comments will be taken into account, and the conditions for damage caused to the hire shop will be followed.

#### Damage caused to the hire shop:

1. Partial destruction of the item

If the condition of the returned items does not correspond to normal wear and tear, the customer shall be obliged to pay for the damage incurred according to the servicing price list and for the actions necessary for returning the goods to their original condition before they were borrowed.

2. Complete destruction (devaluation) of the item

If the item is returned to the hire shop in a condition of complete destruction, the customer shall be obliged to compensate the hire shop for the damage according to the Rental Price List. Destroyed items remain the property of the hire shop.

#### 3. Loss and theft of the item

In the event of loss or theft of the item, the customer shall be obliged to report the loss to an employee of the hire shop, and to compensate the hire shop for the damage incurred, in the same manner as in the case of complete destruction, according to the Rental Price List.

\*Customers are obliged to return only the items that have been lent to them. Substitution is not possible.

#### Returning the borrowed item:

• If the customer fails to return the borrowed item within the agreed period of time, he/she shall be obliged to pay the respective rental fee according to the valid price list for each commenced day that the item is overdue. The customer is obliged to notify the hire shop of the extension in advance, either in person, by phone or in writing.

SNĚŽNÍK , a.s., Velká Morava 79, 56169 Dolní Morava, Company ID No.: 26979136 Tax ID No.: CZ26979136 Page 2 of 3

- The rental agreement shall come into force upon signature of a hire agreement and acceptance of the item by the customer. Upon returning the item undamaged, the deposit will be returned to the customer.
- Early return shall not entitle the customer to a refund of part of the rental fee.
- The loaned item must be returned cleaned of coarse dirt.

If the customer fails to return the borrowed item by the end of the rental period at the latest, even in spite of a warning, the customer's conduct meets the definition of a criminal offence under Section 249 of the Criminal Code, specifically unauthorised use of foreign property. The customer is aware that the hire shop shall initiate criminal prosecution in such a case.

- The customer is obliged to use the borrowed item only for the purpose for which it is intended.
- The customer is obliged to treat the borrowed item so that the item does not become damaged by events that could be foreseen.
- The customer must store the borrowed item in places where it is secured against theft.
- The customer must not leave the borrowed item unattended in an open area (e.g. in refreshment facilities, attractions, ski lifts, etc.).

The operator reserves the right to change the rental rules.

The operator shall not be liable for potential injuries caused when using the borrowed item as a result of non-compliance with their capabilities and weather and climatic conditions.

#### Servicing operations:

Servicing operations are provided according to the valid price list and free capacity of the servicing facility after prior agreement with the relevant operator.

After receiving a serviced item, the customer shall be obliged to inspect the item. Claims made at a later time will not be taken into consideration.

The operator shall not be liable for the serviced items in the event of damage caused by a third party.

#### Final provisions:

1. The borrower (customer) acknowledges that the controller of the borrower's personal data provided in the agreement, the company SNEK, a.s., shall process these data for the purposes of the performance of the agreement, i.e. for a legal reason, and therefore does not need the consent of the data subject. Personal data shall be processed only in writing, for the duration of the agreement, and subsequently for a period of 3 months from the return of the subject matter of the loan, unless paragraph 2 of this Article applies. After this period, the controller shall dispose of the borrower's personal data.

SNĚŽNÍK , a.s., Velká Morava 79, 56169 Dolní Morava, Company ID No.: 26979136 Tax ID No.: CZ26979136 Page 3 of 3

- 2. In the event that the borrower or another third party is injured in connection with the subject matter of the loan or the lender decides to exercise its rights and obligations under this Agreement against the borrower, the period specified in paragraph 2 of this Article shall be extended to 6 months. If civil, administrative, criminal or other proceedings are initiated at that time, this period shall be extended to 3 months of final termination of these proceedings.
- 3. More information about the controller's processing of personal data, in particular all rights of the borrower, can be found on the website of the lender, www.dolnimorava.cz, in the section GDPR and documents.

Operator: SNĚŽNÍK , a.s., Velká Morava 79, 56169 Dolní Morava, Company ID No.: 26979136 Tax ID No.: CZ26979136

Person in Charge: Kamil Kotucz