

BUSINESS TERMS AND CONDITIONS FOR OD PROGRAM

Opening Provisions

The Own Damage Program is for vehicles leased by natural persons - entrepreneurs or legal entities (hereinafter referred to as "OD PROGRAM") provided by LeasePlan Slovakia, s. r. o. (hereinafter referred to as "LPSK") and is governed by the respective provisions of the Commercial Code (hereinafter referred to as "COC") and the respective provisions of the Civil Code (hereinafter referred to as "CC"), these Business Terms and Conditions for OD PROGRAM (hereinafter referred to as "BTC of OD PROGRAM"), Special Terms and Conditions for OD PROGRAM (hereinafter referred to as "STC of OD PROGRAM").

The lessee concluded a Contract on Operating Leasing ("Contract") with LeasePlan Slovakia, s. r. o. with the subject-matter of temporary provision of motor vehicle use (lease) and provision of other services. The coverage of damages to the vehicle may be covered either (i) by coverage based on the OD PROGRAM or (ii) by commercial insurance. The provider is an entity whose property is protected under the OD PROGRAM unless otherwise stipulated by the BTC of OD PROGRAM, STC of OD PROGRAM or the Contract. In case of a conflict of rights and obligations specified in the Special Terms and Conditions of OD PROGRAM shall take precedence over the rights and obligations determined in these terms and conditions of OD PROGRAM.

General Provisions

Article I: Interpretation of Terms

1. **Provider:** provider of operating leasing – LPSK.
2. **Lessee: is the person identical with the** lessee pursuant to the Contract
3. **Contract:** is the contract based on which LPSK provides services of operating leasing (and/or financial leasing) to the Clients.
4. **Fee:** is a separate part of the instalment pursuant to the Contract which must be paid by the lessee pursuant to the Contractual obligations of the lessee as well as the obligations for the payment of excess pursuant to the terms and conditions of this OD PROGRAM.
5. **Accident:** impact or collision of the vehicle, where impact is the crash of the vehicle with a non-moving obstacle and collision is the crash of the vehicle with an object in motion.
6. **Theft:** appropriation of a thing so that the perpetrator takes possession of it.
7. **Robbery:** taking possession of a thing using violence and threat of immediate violence.
8. **Alienation:** intentional unlawful conduct that includes robbery, theft, illegal use of a vehicle belonging to another person or in the attempt to accomplish any of the above-mentioned acts.
9. **Unauthorised use of a vehicle belonging to another person:** taking possession of a vehicle with the intention to temporarily use it.
10. **Risks such as:** fire, explosion, lightning, flood, deluge, windstorm, hailstorm, avalanche, earthquake, landslide, falling objects, lightning strike, damage from water supply installations.
 - **Fire:** fire in the form of flame, which spread in an undesired and uncontrollable way outside the designated area. Fire includes smoke
 - **Explosion:** sudden expansion of gases or steams.
 - **Flood:** flooding of territorial units by water, which in a natural way burst the banks of surface waters and broke these banks. In case of a contained watercourse under banks we understand the body of the dam. Under flood we do not understand flooding of a territory, which was caused by regular release of water from watercourses or reservoirs.
 - **Deluge:** creating of a continuous water area on the earth's surface, which is standing or is whirling for a certain time at the place of the harmful event, and its creation was caused by natural influences.
 - **Windstorm:** air flow reaching at the place of the incident a speed of at least 75 km/hour.
 - **Hailstorm:** a phenomenon when pieces of ice created in the atmosphere fall on the ground.
 - **Avalanche:** slide of snow or ice layer from the natural slopes.

- **Earthquake:** quakes of the earth's surface caused by geophysical processes inside the Earth, whose effects will reach on the spot of the incident at least grade 6 of the macro-seismic scale earthquake EMS 98 (European Macro-seismic Scale).
- **Landslide:** sudden slide or collapse of soil, ground or rocks caused by natural influences.
- **Falling objects:** fall of trees, stones, or other objects
- **Lightning strike:** immediate application of lightning energy or temperature of its discharge on the included vehicle.
- **Water from water supply installations:** water, other liquid or steam that escaped outside the regular space due to incorrect handling or failure.
- **Water supply installations:** a pipe or facility supplying and draining water, steam or other liquid. Under water supply installations we do not understand gutters and free external leads draining rainfall created in the atmosphere and falling on earth's surface (e.g. rain, snow).
- **Escape of sewage water to the surface:** water escaping from the public sewage system back to the surface.

11. **Collision with an animal:** damage or destruction of a vehicle or its part when colliding with or crashing into an animal.
12. **Rodents:** damage or destruction of the vehicle or its part due to the activity of rodents.
13. **Vandalism:** intentional damage of another person's belonging by intervention of an unauthorised person pursuant to the respective provisions of the Criminal Code, and/or the act on offences, as amended.
14. **Provision of a replacement vehicle:** provision of a replacement vehicle during the time of repair of the included vehicle or the time specified in the contract.
15. **New vehicle:** a vehicle that after inclusion in the OD PROGRAM conditions:
 - it must be or was purchased as a new one at an authorised dealer in the Slovak Republic,
 - it is located on the premises of the dealer's shop if it was already bought and it did not leave the premises of the dealer together with holder,
 - it was not registered year in the Slovak Republic or abroad,
 - it is not damaged,
 - it has a mileage of maximum of 6,000 kilometres driven,
 - the showroom vehicle of the dealer is not considered to be a new vehicle.
16. **Used vehicle that is new to OD PROGRAM** a vehicle that before or at the time of inclusion into the OD PROGRAM fulfils two conditions:
 - has been inspected
 - it is owned by LPSK
17. **Activation of anti-theft equipment:** putting the anti-theft equipment in action in order to prevent unauthorised persons from entering in the vehicle and following tampering with it.
18. **Vehicle registration document:** registration certificate part I, registration certificate part II and/or other valid document certifying registration of the vehicle in the register of vehicles of the Slovak Republic.
19. **Standard vehicle equipment:** accessories and fittings supplied by the manufacturer for a certain type and model of the vehicle included in the basic price of the vehicle in the year of production; if the year of production is not known, the model year of the vehicle is considered as year of production.
20. **Mandatory equipment for vehicles:** equipment and devices that pursuant to the generally binding legal regulations the individual types and categories of vehicles must be equipped with. The individual items of mandatory equipment are covered in the scope and up to the amount of maximum coverage agreed in the contract.
21. **Additional equipment for vehicles:** equipment and devices specified in the lease contract that the vehicle may be equipped with (inside it or fixed on it) above the framework of the mandatory and standard equipment, while its use in the vehicle is not mandatory.
22. **Holder of the vehicle:** a natural person authorised to conduct business or a legal entity, who as the holder of the vehicle may be registered in the documents of the vehicle; in other cases for the purposes of these BTC of OD PROGRAM, the holder is a person, who is the user of the vehicle – lessee of the vehicle.

23. **Inspection of the vehicle:** action of the provider aimed at determining the actual technical conditions of the vehicle consisting of a physical inspection and checking of identification data of the vehicle and preparing of a photo documentation.
24. **Windscreen repair:** a summary of operations aimed at eliminating the consequences of mechanical damage to the windscreen of the vehicle resulting in the restoration of its proper functions stipulated by the generally binding legal regulations, without the necessity of its physical replacement.
25. **Authorised person:** a person entrusted by the provider, lessee or the persons authorised by them to drive the vehicle.
26. **Original spare parts:** spare parts having the same quality as the components used in the production of the vehicle and which are made according to the specifications and production standards provided by the manufacturer of the vehicle for the production of components or spare parts for the respective vehicle. They are spare parts made on the same production line as these components. It is assumed, unless the opposite is proved that the parts are original spare parts if the manufacturer of the part certifies that the parts with their quality comply with the components used in the production of the respective vehicle and were made according to the specifications and production standards of the vehicle manufacturer (including certified spare parts).
27. **Person authorised by the provider:** an employee of the provider, financial agent or any other person acting on behalf of the provider based on a written authorisation.
28. **Object included in the OD PROGRAM:** an object being a subject of inclusion pursuant to Article II of these BTC of OD PROGRAM.
29. **Value of coverage:** value of the new included object.
30. **Maximum coverage:** the sum determined as the highest limit for the loss or damage which will LPSK Assume.
31. **Period:** time period of the agreed OD PROGRAM in the contract that a fee is paid for in the determined intervals unless otherwise agreed.
32. **Year of OD PROGRAM:** a period starting as of the moment of inclusion in the OD PROGRAM and finishing on the day prior to the next following anniversary date. Each following OD year starts with the anniversary date and finishes prior to the next following anniversary date.
33. **Damage to another person's property:** destruction, damage or causing non-fitness of another person's property.
34. **Average sales value of the vehicle:** the average value of the vehicle in the Slovak Republic in domestic currency upon the determination of which apart from the effect of wear and tear they also include the market effects (saleability of the vehicle type). It represents the average value of the vehicle upon its sale in a regular way on the free market.
35. **Separate technical unit:** additional equipment – equipment forming a fixed or removable part of the vehicle, which may be type-approved independently from the vehicle and by its determination serves for performance of work activity, e.g. telescopic handlers, watering device, snow blades, body, etc.
36. **Incident:** a fact accompanied with damage occurrence, which may give rise to the claim for damage occurred.
37. **Sports vehicle:** a vehicle with a valid certificate of a sports vehicle issued by the national authority of the International Automobile Federation FIA or the national authority of the International Motorcycling Federation FIM.
38. **Technical value:** rest of technical life of the included object expressed in monetary value (in domestic currency).
39. **Terrorist acts:** an act, including the use of force or violence, of any person, group or groups of people acting independently, on behalf of or in connection with any organisation carried out for political, religious or ideological reasons including the intention to influence any government or intimidate the public.
40. **Total damage:** such damage, where the costs of repair of the included vehicle according to the norms of the vehicle manufacturer reach the level of 70% of the vehicle general value including the accessories constituting its mandatory, standard or additional equipment.
41. **Internal disturbances:** civil war, rebellion, civil unrest acquiring dimensions equivalent to the popular uprising, military revolt, insurrection, rebellion, revolution, martial law or state of siege or any event or cause that lead to the declaration or maintenance of martial law or state of siege, confiscation, seizure for military purposes, requisition or nationalization.
42. **Acts of war:** war, invasion, acts of foreign enemies, hostilities or war-like operations, regardless of whether or not the declaration of war took place.
43. **Vehicle:** a separate self-propelled vehicle running on a road under its own power, as well as any other non-self-propelled vehicle running on a road for which the vehicle registration document is issued and which is subject to

vehicle registration in the Slovak Republic, unless otherwise agreed. Trailer is each road non-rail vehicle determined for being attached to the motor vehicle.

44. **General value:** the value of the included object at the given place and time upon the determination of which, apart from the effect of wear and tear or other deterioration, also the effects of the market (saleability) are included. It expresses the value of the included object in case of its potential sale in a regular manner on the free market at the time directly before the harmful event.
45. **Book value:** The book of a vehicle in accounting system of LPSK at the time of a loss.
46. **Tax value:** Pursuant to Section 25 par. 3 of the Act on income tax, the carrying value for the purposes of the act is the difference between the input price of tangible assets and their technical enhancement and the total amount of depreciation of these assets including in the tax expenditures (Section 19 par. 3 lit. a) of the Act on income tax).
47. **Anti-theft equipment:** mechanical or electronic anti-theft electronic systems for vehicle protection, which protect the vehicle from theft and damage, which may be supplied as additional equipment and/or are installed separately as optional vehicle accessories. The provider may demand supplementing the vehicle equipment with the installation of another anti-theft equipment depending on the purchase price of the vehicle included in the OD PROGRAM.
48. **Anniversary Date of Inclusion in OD PROGRAM:** the date that with its numeric designation of the day and month matches with the start of inclusion into the OD PROGRAM. If the inclusion date is 05/03, then the anniversary date will be 05/03 of the following year.

Article II:

OD PROGRAM and Subject of Inclusion

1. **Within the OD PROGRAM, payment for the costs related to loss or damage to the included vehicles is provided when the following occurrences take place :**
 - a. accident, element, alienation, vandalism, collision of the vehicle with an animal, damage to the vehicle by the activity of rodents,
 - b. damage to windscreen,
 - c. provision of a replacement vehicle (Articles XXVI to XXVIII of these BTC of OD PROGRAM) but only together with the coverage of damages to the included vehicle in the OD PROGRAM,
 - d. damages to the optional extra equipment of the included vehicle (Articles XXXIII to XXXIV of these BTC of OD PROGRAM) but only together with the coverage of damages to the included vehicle in the OD PROGRAM.
2. The subject of inclusion in the OD PROGRAM is the vehicle specified in the contract, its parts and accessories constituting the mandatory and standard equipment, if being placed in the vehicle or fixed inside or on it (hereinafter referred to as „included vehicle“.
3. The subject of vehicle inclusion pursuant to clause 4 of this article is also the additional equipment of the included vehicle (namely its elements stipulated together with the exact sums in the contract) and if at the time of the incident it is placed in the vehicle or is fixed inside or on the vehicle.
4. The vehicle may be included in the OD PROGRAM only if a valid Slovak registration document is issued for it and a Slovak plate number, and at the same time it is not damaged and is in proper technical condition. Inclusion pursuant to these BTC of OD PROGRAM may not be agreed for historical or sports vehicles unless otherwise agreed.
5. The subject of “collision of the vehicle with an animal” is a personal vehicle (category M1) or a lorry (van) (category N1) indicated in the contract and its parts and accessories constituting its mandatory, standard and additional equipment if being placed in the vehicle or fixed inside or on it.
6. The subject of “damage to windscreen” of the included vehicle is the windscreen of a personal vehicle (M1) or a lorry (van) (category N1) indicated in the contract.
7. The subject of optional extra equipment of the included vehicle are the individual items of vehicle equipment supplied for the vehicle prior to inclusion in the OD PROGRAM, which do not belong to the mandatory, standard or additional equipment, which were named in the contract and at the time of the incident are placed in the vehicle or fixed inside or on the vehicle.

Article III:

Definition of Incident/Harmful Event

An incident/harmful event is any unforeseen and random incident and/or a series of incidents resulting in damage specified in the BTC of OD PROGRAM.

Article IV:

Start of Vehicle Inclusion in OD PROGRAM

1. The inclusion of new or used vehicles is valid as of the moment of signing the Contract by the contracting parties, in which the OD PROGRAM is selected, subject to Article 1 point 16, in the case of used vehicles
2. New vehicles are included in the OD PROGRAM as of the moment of signing of the hand over protocol at the dealer by an authorized person on behalf of a lessee.
3. The inclusion shall start as of the moment of Contract conclusion pursuant to clause 1 of this article unless a later start of inclusion is agreed in the contract.
4. In the Contract, as a start of inclusion is the moment of performing inspection of the used vehicle by the lessor when agreed so. In such a case, the inclusion shall commence after performing the vehicle inspection and acceptance of the vehicle condition by the lessor.
5. Inclusion in the OD PROGRAM is agreed for a definite period of time, during the Contract term, unless otherwise agreed.
6. The conditions of inclusion (scope of protection against risks) may be extended or narrowed in an agreement between the lessor and lessee. The start of additional risk coverage will take place on the conclusion date of a written agreement unless a later inception date is agreed in the contract.

Article V:

Territorial Validity of the Conditions of the OD PROGRAM

1. OD PROGRAM refers to incident occurring during the term of inclusion in the OD PROGRAM in the geographic territory of Europe unless otherwise specified in these BTC of OD PROGRAM or unless otherwise agreed.
2. It is possible to agree in the Contract payments for the costs related to loss or damage to the included vehicles also for other territories; in such case, the fee will be agreed based on the scope of the coverage, validity term of the inclusion and assessment of risks in this territory.

Article VI:

Legal Relations

1. The conditions of inclusion in the OD PROGRAM set forth in the Contract, BTC of OD PROGRAM valid for the lessee shall accordingly apply also to all authorised persons. The obligation of the lessee, as well as of the authorised persons is to become acquainted with the terms and conditions of the Contract and the BTC of OD PROGRAM.
2. The exercise of rights resulting from the Contract pertains exclusively to the lessor unless otherwise specified by these BTC of OD PROGRAM or unless otherwise agreed.
3. LPSK will assume a loss or damage to its own vehicle in line with the scope of OD PROGRAM conditions, subject to an agreed excess that will be reinvoiced to lessee.
4. The legal acts of a legal entity may only be performed by a person authorised to act on its behalf or by an authorised person. The person s providing the vehicle of the legal entity for the inspection is considered to be a person authorised to act on behalf of the legal entity in the matters of performing the inspection.
5. The lessor has the right to verify the correctness and completeness of the data necessary for calculation of the value of damage and use the data obtained for the purpose of inclusion management and claim settlement.

Article VII:

Amendment and Termination of the Conditions of the OD PROGRAM

1. Any amendments to the Contract will take place with the consent of both contracting parties unless otherwise stipulated by these BTC of OD PROGRAM.
2. As of the moment of registration of the transfer of title and/or possession of the vehicle indicated in the contract in the register of vehicles to another person other than the lessor, or return of the vehicle to the parking place of LPSK upon termination of the Contract, the coverage by OD PROGRAM will cease to exist unless otherwise agreed. Each transfer of title and/or possession of the vehicle must be reported by the lessee no later than within 7 calendar days following the occurrence of this fact in writing to the lessor and attach the document certifying this change.
3. Inclusion and exclusion from the OD PROGRAM may be terminated by a written agreement between the contracting parties.
4. In case of acquisition, fusion, merger or division of a legal entity being the lessee, all the rights and obligations resulting from the contractual relationship will be transferred to the successor company unless otherwise agreed. By cessation of the legal entity being the lessee without a legal successor the inclusion in OD PROGRAM will also cease to exist unless otherwise agreed.
5. The inclusion will terminate as of the moment of total loss confirmation by LPSK based on non-profitability of a vehicle repair, receipt of the notice by the respective authority stating that the vehicle was stolen, as of the moment of vehicle destruction or otherwise if the possibility of any loss or damage to occur to the vehicle indicated in the contract ceased to exist. If termination of the inclusion in OD PROGRAM occurred due to loss or damage as stipulated in these terms the lessor shall be entitled to a fee until the end of the period when the harmful event occurred.
6. Inclusion in the OD PROGRAM agreed for a definite time will terminate upon expiration of the term that it was agreed on in the Contract.
7. Inclusion in the OD PROGRAM will also terminate if the fee for the initial period is not paid within 15 days as of the first invoice date. The inclusion shall also terminate if the fee for the following period is not paid within 15 days as of the demand for payment of the lessor unless the fee was paid prior to the delivery of this demand for payment. The demand for payment of the provider contains a warning that the inclusion terminates if it is not paid. The same applies if only a part of the fee is paid.
8. Inclusion in the OD PROGRAM shall also terminate as of the date when the vehicle indicated in the Contract was permanently excluded from traffic on roads or was excluded from the register of vehicles. The lessee must report this fact no later than within 7 calendar days following the occurrence of it in writing to the lessor and attach the document certifying this change.
9. If pursuant to Article IV clause 3 of these BTC of OD PROGRAM the start of inclusion was agreed in the Contract as of the moment of performing vehicle inspection by the lessor and the lessee did not meet their obligations according to Article XIV clause 1 lit. b) of these BTC of OD PROGRAM since they did not bring the vehicle for inspection according to the instructions of the lessor and/or otherwise did not make it possible for the lessor to perform inspection of the vehicle, the lessee will be obliged to pay a contractual penalty of €500.
10. As of the date of vehicle exclusion from the OD PROGRAM, any and all coverage of risks/ agreed in the Contract will terminate and the vehicle is, unless the reason for termination is total damage or theft of the vehicle, automatically transferred to the coverage based on the insurance contract made between LPSK as policy holder and a commercial insurance company as insurer.
11. If the lessor finds out that the lessee knowingly falsely and incompletely answered the written questions of the lessor relating to the agreed coverage or if after the conclusion of the contract it shows that serial number of the chassis, bodywork (VIN), engine or manufacturer's (factory) plate was changed on the included vehicle, or if the lessor finds out that the documents submitted by the lessee upon conclusion of the inclusion were altered, forged or contained false information (such as for example stating false data on the purpose of vehicle use) or if they additionally learn that the vehicle indicated in the contract was damaged at the time of the inclusion, did not meet the requirements for contract conclusion included in these BTC of OD PROGRAM from the technical or legal aspect (e.g. the included vehicle was not equipped with the determined anti-theft equipment or combination of determined anti-theft equipment), the lessor may withdraw from the contract if in case of truthful and complete answering the questions or learning about the above mentioned facts, the lessor would not have concluded the contract.

12. The lessor is entitled, after each harmful event, to terminate in writing inclusion in the OD PROGRAM that the harmful event refers to.
13. In connection with the change of conditions crucial for determination of the amount of fee, the lessor has the right to unilaterally change the amount of fee for the following OD year. The lessor is entitled to adjust the amount of fee if there is an increase in the prices of spare parts and repair works or if there is an increase in the index of consumer prices due to an increase of costs related to losses or damages, if there are amendments to the legal regulations, there is a change in the practice in previous decisions of the courts in the field of providing operating leasing or if there is a change in the factors independent from the lessor.
14. If there was legal succession under trade license and the vehicle is still used for business purpose, the inclusion in OD PROGRAM will not be terminated.

**Article VIII:
Payment, Amount of Fee and Amount of Excess**

1. The fee is due as of the first day of inclusion in the OD PROGRAM until exclusion of the vehicle from the OD PROGRAM, unless otherwise agreed. The amount and maturity of the fee and of the additional fee is set forth in the Contract.
2. The amount of fee is agreed in the Contract.
3. The lessor is entitled to a fee for the period starting from inclusion in the OD PROGRAM until termination of inclusion in the OD PROGRAM.
4. The lessor is entitled to an excess of the lessee in the basic amount of 5% at least EUR 200 for each individual harmful event. At the same time, the lessor has the right to demand from the lessee payment of such amount of the damage, which was not covered within the OD PROGRAM in the amount of actually incurred costs - amount of coverage by the OD PROGRAM.
5. In case of windscreen damage repair, the lessee will not pay excess.
6. If the vehicle is operated for another purpose of use than agreed in the contract, the lessor has, besides the agreed fee, the right to a contractual penalty in the amount of four-fold of the fee for general operation, and that as of the date when according to the findings of the lessor other than the agreed use of the vehicle occurred, until the end of the inclusion, or until the date of changing the amount of fee in the contract according to the identified type of vehicle use, depending on which fact takes place first.
7. In connection with the change of conditions crucial for determination of the amount of fee, the lessor has the right to unilaterally change the amount of fee for the following year of the OD PROGRAM. The lessor is entitled to adjust the amount of fee if there is an increase in the prices of spare parts and repair works or if there is an increase in the index of consumer prices due to an increase of costs, if there are amendments to the legal regulations, there is a change in the practice in previous decisions of the courts in the field of operation of the lessor or if there is a change in the factors independent from the lessor.
8. Depending on the long-term development of causality (loss ratio), the lessor may adjust the amount of fee for the next term of the OD PROGRAM.

**Article IX:
Transfer of Rights**

If the lessee is entitled to compensation for damage caused by a harmful event toward another person, this right is transferred to the lessor, namely up to the amount of damage assumed by the LPSK.

**Article X:
Damage Coverage on the Included Vehicle**

1. The lessor covers the costs related to damages to the included vehicle determined according to these BTC of OD PROGRAM and the conditions agreed in the Contract unless otherwise specified by these BTC of OD PROGRAM or unless otherwise agreed.
2. If the lessee or the authorised person took measures, which with regard to the circumstances of the case could be considered necessary in order to avert a directly imminent harmful event or for mitigation of its consequences, the lessor must provide a fulfilment corresponding to the costs incurred by them for the purpose of such measures, if they were proportionate to the general value of the included vehicle at the time of the incident occurrence. If such a fulfilment together with other fulfilments from one harmful event was to exceed the maximum coverage, the lessor is obliged to pay the costs only up to the amount of the difference of fulfilment in respect of the damage to the included vehicle and the maximum coverage.
3. The lessor will cover the costs corresponding to the costs, which could be considered necessary due to safety, hygienic (Environmental) or other public interest of removal of the remains of the included vehicle, which was destroyed or damaged by the harmful event. This does not apply if these are third-party claims against the lessor or the lessee. If such a fulfilment together with other fulfilments from incident was to exceed the sum of maximum coverage, the lessor is obliged to pay the costs only up to the amount of the difference of fulfilment in respect of the damage to the included vehicle and the maximum coverage.
4. The lessor is entitled to tie the provision of coverage in connection with the damages to the included vehicle to fulfilment of the obligations specified in Article XIV clause 1 lit s) and Article XIV clause 3 of these conditions of the OD PROGRAM.
5. The costs of determination of the reasons for occurrence and determination of the scope of damage of the included vehicle by an expert opinion will be paid by the lessor only in case if the lessor asks the expert to do so.
6. Deterioration or appreciation of the included vehicle by a repair, its regular maintenance or treatment is not included under the coverage and therefore it is not taken into consideration. The lessor does not cover either and does not settle any incidental material damage caused by moral or general wear and tear of the included vehicle.

Article XI:

Reduction and Rejection of Covering the Costs Related to Removal of Damages to the Included Vehicles

1. The lessor is entitled to reduce accordingly (at least 30%) or reject coverage of costs on the included vehicle:
 - a. in case of violation of the lessee's obligations to report the incident to the lessor pursuant to Article XIV clause 1 lit. i) of these BTC of ODP,
 - b. in case of violation of the lessee's obligations to ensure transfer of rights related to damage toward a third party to the lessor,
 - c. if based on the false and incomplete answer of the lessee or the person authorised by them, a lower fee was determined,
 - d. if the lessee or the authorised person knowingly committed violation of the obligations specified in the generally binding legal regulations, these BTC of OD PROGRAM or STC of OD PROGRAM or the obligations agreed in the Contract having a substantial impact on the occurrence of the incident or to increasing of the scope of harmful event consequences,
 - e. if the lessee or the authorised person drove the vehicle specified in Contract at the time of the incident under the influence of alcohol and/or addictive substances and/or for no reason refused to undertake a test and/or detection of the use of alcohol and/or addictive substances,
 - f. if the lessee or the authorised person drove the vehicle indicated in the Contract under the influence of drugs connection with a prohibition to drive a vehicle; it is also valid for medical ban, which is for a certain period of time connected with prohibition to drive a vehicle or temporary inability to drive a vehicle,
 - g. for leaving the registration documents in the vehicle at the time of alienation vehicle,
 - h. if the included vehicle was damaged or destroyed due to the reason that the vehicle was not maintained in due technical and by manufacturer prescribed condition (e.g. poor braking performance, deformation

of axles, tyres with worn tread, suspension and damper damage, obvious leakage of fuel and oil, malfunctioning lights, obvious damage to the chassis or bodywork, etc.),

- i. if the included vehicle was damaged or destroyed due to an incorrectly placed load or luggage; under incorrectly placed load or luggage we understand the transported object or set of transported object, which, with regard to their weight and dimensions, are not adequately secured against motion or which are not located at the place intended for this purpose,
 - j. if more persons were transported in the vehicle indicated in the Contract at the time of the incident (regardless of their age) than is the number of seats indicated in the vehicle registration document (including the driver's seat); in case of ambulances, the number of seats include all the places for setting and lying included in the vehicle registration document,
2. The provisions of clause 1) lit. b), h) and i) of this article do not refer to the cases when the damage or destruction took place at the time of stealing of the car until its return.
 3. If during the term of inclusion in the OD PROGRAM another key or control to the included car was prepared and/or anti-theft equipment was executed that the included vehicle is equipped with and prevents from the entering of unauthorised person to the included vehicle and following tampering with this vehicle (hereinafter referred to as "anti-theft equipment") and the lessee or the authorised person did not report this fact to the lessor prior to the occurrence of the harmful event, the lessor is entitled to reject the fulfilment.
 4. If the lessee and/or the authorised person in case of alienation of the included vehicle does not hand over all the originals and copies of the keys of the included vehicle, keys and/or controls of the anti-theft equipments and/or labels with a code of the keys, the lessor is entitled to reject provision of coverage, and/or depending on the circumstances, accordingly reduce it. If it shows that any of the delivered keys, contracts and/or labels with the code of keys do not belong to the alienated vehicle, the lessor is entitled to reject provision of coverage.
 5. If at the time of the harmful event the included vehicle was not properly closed and/or locked and/or the determined anti-theft equipment that the included vehicle is equipped with and the equipment against unauthorised use of the vehicle that the vehicle is equipped with from the aspect of meeting the conditions determined by the generally binding legal regulation setting forth the conditions of vehicle traffic on roads was not activated, the lessor is entitled to reject provision of the coverage, and/or depending on the circumstances, accordingly reduce it.
 6. The lessor is entitled to waive the provision of coverage if the lessee or the authorised person:
 - a. falsely and/or incompletely states substantial facts related to the occurrence and course of the harmful event,
 - b. falsely and/or incompletely states substantial facts affecting the settlement of claims from the harmful event, mainly determination of the amount of insurance claim.
 7. The provisions of this article shall not affect other rights of the lessor.

Article XII: Exclusions

1. The Conditions of the OD PROGRAM does not apply to damages and injuries of the lessee caused:
 - a. by intentional conduct or gross negligence of the lessee and/or of the authorised person and/or the person acting at the initiative of these persons
 - b. due to a fraud, embezzlement, duress, coercion or violation of obligations in the management of foreign assets under the relevant provisions of the Criminal Code, as amended,
 - c. in the included vehicle, which was, at the time of the incident, used for criminal activity of the persons specified under lit. a) of this clause,
 - d. in case that the driver of the included vehicle and/or the passenger (if this obligation is determined for the passenger by the generally binding legal regulations) at the time of the incident did not have the required by law driving licence, his/her driving licence was seized or he/she was banned to drive a motor vehicle,
 - e. by using the vehicle as a taxi service, and/or for the transport of persons against payment, except for the case that the vehicle was included in the OD PROGRAM for this purpose,

- f. in the included vehicle, which was used for another purpose than agreed in the contract or for military purpose,
 - g. directly or indirectly by uprising, internal disturbances, acts of terrorism, acts of war, official intervention or state power, force majeure, direct or indirect effects of nuclear energy,
 - h. due to alienation of the vehicle or its part by a person that the included vehicle was entrusted to.
2. The provisions of clause 1) lit. d) and e) of this article do not refer to the cases when the damage or destruction of the vehicle took place at the time of its alienation until its return.
3. Unless otherwise agreed in the contract, the Conditions of the OD PROGRAM do not apply to damages and injuries of the lessee caused:
 - a. during races and competitions of any type,
 - b. during training and preparatory drives for events specified in lit. a) of this clause,
 - c. in case of non-competition or test drives on the speed tracks of the race tracks.
4. The OD PROGRAM does not cover damages to:
 - a. the tyres if it did not occur simultaneously with other damage to the included vehicle;
 - b. the included vehicle caused by functional strain, natural wear and tear, fatigue, constructional or manufacturing defects,
 - c. the included vehicle upon performing repair or maintenance caused in direct connection with these works unless otherwise stipulated by these BTC of OD PROGRAM,
 - d. the included vehicle during test drives in the area of the manufacturer or on the test track,
 - e. the included vehicle caused by incorrect handling or maintenance (mainly lack of fuel or lubricants, overheating of the engine, etc.),
 - f. the included vehicle caused by an explosion and/or fire of the transported load (explosives, highly flammable substance, chemicals, etc.) if the included vehicle is not intended for the transportation of hazardous load,
 - g. the included vehicle that the repairer or the supplier is responsible for according to the generally binding legal regulation or according to the contract,
 - h. the included vehicle caused by fire or explosion if unauthorised intervention of another person is proved; this provision does not apply to the damage or destruction of the included vehicle, which at the time of the fire or explosion was located within the range of its effects and the unauthorised intervention was not aimed against it,
 - i. the included vehicle caused by the weight of the snow,
 - j. the fold-away garages and covers for vehicles intended for covering of the parked vehicles,
 - k. the spare parts, apart from spare parts constituting the mandatory equipment of the included vehicle,
 - l. sound, image, data and other medium including the data stored on them,
 - m. the computer equipment constituting part of the included vehicle serving for operation of the included vehicle,
 - n. the fittings of the included vehicle, which are not permitted by the generally binding legal regulations setting forth the operation of vehicles,
 - o. additional equipment of the included vehicle not constituting the subject of coverage by the OD PROGRAM,
 - p. the included vehicle caused by an incident that occurred prior to inclusion in the OD PROGRAM.
5. The Conditions of the OD PROGRAM do not apply to the damages to the included vehicle caused by water from the water supply installation due to:
 - a. performing pressure tests, repairs or maintenance of the water supply installation,
 - b. leaking water from the gutters and the free outdoor leads,
 - c. water leakage from the facilities forming a part of the vehicle or of the vehicle accessories.
6. The provisions of clause 4) lit. a), d), e), f), g), i) and j) of this article do not refer to the cases when the damage or destruction of the vehicle took place at the time of its alienation until its return.
7. Pursuant to these BTC of OD PROGRAM, there is not entitlement to coverage/fulfilment due to a financial loss for the unused fuels, which were at the time of the harmful event in the included vehicle, for subsequent damages (e.g. loss of profit, impossibility to use the included vehicle, leakage of fuel, etc.) and for additional expenditures (costs of legal representation, postage, payments for telephone calls, express surcharges).

8. Apart from the exclusions from the fulfilment specified in clauses 1) to 7) of this article, exclusions specified in the special provisions of these BTC of OD PROGRAM shall also apply from the coverage.

**Article XIII:
Remains of the Included Vehicle**

Unless otherwise included in writing in advance with the lessor, the carrying value of the remains of the included vehicle in case of a total damage will be deducted from the coverage.

**Article XIV:
Obligations of the Lessee**

1. Apart from the obligations imposed on the lessee by the generally binding legal regulations, other provisions of these BTC of OD PRPGRAM and STC of OD PROGRAM, the lessee is obliged to:
 - a. truthfully and completely answer in writing all the questions of the provider related to the agreed conditions of inclusion or to the harmful event,
 - b. upon agreement of the conditions for inclusion and/or upon conclusion of the contract, enable inspection of the vehicle to the provider for the purpose of determination of the actual technical condition, provide the provider with required assistance upon the determination of the date and time of the inspection according to the instructions of the provider, enable to make photo documentation of the vehicle, submit all the documents related to the vehicle required by the provider; at the same time, the lessee is obliged to enable the provider to check the keys/controls of the vehicles, any and all anti-theft equipment, serial number of the chassis, bodywork (VIN), engine or manufacturer's (factory) plates of the vehicle, mainly whether they were altered, replaced or otherwise modified; this provision does not affect the obligations of the lessee after reporting of the harmful event,
 - c. report in writing to the provider each change related to the inclusion in the scope of data indicated in the contract or the conditions of inclusion, no later than 3 business days as of the date when the fact occurred,
 - d. ensure that no harmful event occurs, maintain the included vehicle in proper technical and by the manufacturer prescribed condition and avoid such conduct that they are or might be aware of that they have or might have a substantial impact on the occurrence of a harmful event or to increasing the scope of harmful event consequences,
 - e. use the included vehicle exclusively for the purposes determined by the manufacturer and agreed in the contract,
 - f. comply with all the legal regulations related to the use and traffic of vehicles on roads,
 - g. at the time of leaving the vehicle, secure the included vehicle against entering of unauthorised persons into the included vehicle and following tampering with it by activating all the specified anti-theft equipment that the vehicle is equipped with against unauthorised use of the vehicle and by activating the equipment against unauthorised use of the vehicle that the vehicle is equipped with from the aspect of meeting the conditions specified in the generally binding legal regulations setting forth the conditions for traffic of vehicles on roads,
 - h. at the time of leaving the vehicle, not to leave any vehicle registration documents in the vehicle, keys of the included vehicle, keys and controls of all the anti-theft equipment and labels with a code of the keys,
 - i. without any undue delay, report in writing to the provider that the harmful event occurred no later than within 15 days as of its occurrence, if it occurred in the territory of the Slovak Republic, and/or within 30 days following its occurrence if it occurred outside the territory of the Slovak Republic, unless otherwise stipulated by these BTC of OD PROGRAM, and submit a truthful explanation of its occurrence, and the scope of its consequences,
 - in case of damage or destruction of the included vehicle due to an accident, prove who is responsible for the damage and in what scope,

- submit documents required by the provider (mainly legally valid decision of the police authority investigating the traffic accident, legally valid court decision in the matter of the harmful event, completed and by all participants of the harmful event signed form intended for ensuring compensation for the damage caused (so-called accident report), purchase documents or the additional equipment, vehicle registration document) and
 - enable the provider to make copies of these documents and perform investigation of the causes and scope of the damage incurred,
- j. immediately report the traffic accident to the respective police authority according to the generally binding legal regulations; if it is a harmful event, have all the participants of the accident complete and sign the form intended for ensuring liquidation for the damage caused (so-called accident report),
 - k. immediately report to the respective police authority loss or alienation of the registration document of the included vehicle, alienation of the keys of the included vehicle and keys and controls of the anti-theft equipment and labels with codes of the keys and subsequently demonstrate to the provider this reporting to the police authority,
 - l. after reporting of the harmful event, enable inspection of the included vehicle to the provider for the purpose of determination of its damage and without the consent of the provider not to eliminate the damage caused; if the lessee violates this obligation, the provider will determine the amount of fulfilment exclusively based on the demonstrable scope of damage; however, this is not valid if elimination of the damage was necessary due to safety, hygienic or other serious reasons or in order not to extend the scope of the damage; however, in such case the lessee must prove the existence of these reasons and keep the damaged parts of the included vehicle until the time of their inspection by the provider, and/or ensure sufficient evidence of the scope and cause of the incident, e.g. photo documentation, video recording, third-party testimonies, etc.
 - m. take measures in order to avoid expiry of the limitation period of rights or cessation of the loss or damage assumption, which according to the generally binding legal regulations or these BTC of OD PROGRAM are transferred to the provider,
 - n. enable inspection of the included vehicle to the provider after its repair following the incident that the claim was filed for, if the provider asks for it,
 - o. upon inclusion in the OD PROGRAM state how many keys of the included vehicle, service keys, keys of the anti-theft equipment and controls of the electronic alarm system (car alarm) they received upon obtaining the vehicle; each loss, alienation, replacement of keys of the included vehicles, keys and controls of the anti-theft equipment and labels with a code of the keys, as well as making of another key or control of the included vehicle or of the anti-theft equipment must be immediately reported by the lessee in writing to the provider, no later than 3 business days as of the date when the fact occurred,
 - p. in case of an individually imported vehicle, submit the documents required by the provider prior to inclusion in the OD PROGRAM,
 - q. prior to payment of the claims for an alienated vehicle, hand over to the provider all the keys of the included vehicle, keys and controls of the anti-theft equipment (originals and copies) that the included vehicle is equipped with and the documents of this anti-theft equipment and labels with a code of the keys received upon obtaining the vehicle; all the documents, mainly the document proving obtaining of the included vehicle, documents of any and all its repairs and report on the result of investigation by the respective police authority; in case of alienation of the included vehicle, they are further obliged to hand over mainly the registration document of the included vehicle, which must be equipped with the report of the respective department of motor vehicles stating that the included vehicle was alienated, and/or service log book, in case of vehicles used for business purposes operating log book of the included vehicle (drivers' logbook of the included vehicle); in case vehicles leased based on a contract and acceptance protocol, and/or other protocol of vehicle acceptance (if issued); in case of vehicles of car rent services, rent contract and/or lease contract of the included vehicle; in case of individually imported vehicles document on the release of the included vehicle for free circulation and document of the country of import certifying registration of the included vehicle,
 - r. if it is identified that the alienated included vehicle was found after reporting of the incident or payment of the benefits, this fact must be immediately reported to the provider, no later than within 3 business days as of the date when they learned about this fact,

- s. report in writing to the provider, no later than within 3 days as of learning about this fact, if in connection with the harmful event, prosecution or infringement procedure was initiated and ensure that the provider is informed on their results; if the lessee has a legal representative, the lessee must report their first name, surname and permanent address and/or registered seat to the provider.
2. If the included vehicle is found after the provision of coverage, the lessee must not take over the included vehicle from the law enforcement authority or any other respective authority, and/or from a natural or legal entity but must leave it to the provider.

Article XV: Obligations of the Provider

Provider must:

1. observe the obligations imposed on them by the generally binding legal regulations, other provisions of these BTC of OD PROGRAM and STC of OD PROGRAM
2. over the telephone, by e-mail, or in the form of short message service (SMS) announce to the lessee the instruction for vehicle inspection, and that no later than 15 business days as of the conclusion of the contract in the scope of date, time and venue of inspection, if the start of the inclusion was agreed pursuant to Article IV par. 3 of these BTC of OD PROGRAM,
3. perform inspection of the included vehicle through the person authorised by the provider and send the completed report of vehicle inspection to the lessee to the e-mail address, if the start of inclusion pursuant to Article IV clause 3 of these BTC of OD PROGRAM was agreed. Upon request of the lessee, it is possible to send the executed report of inspection also in writing by mail,
4. issue a written confirmation to the lessee on inclusion in the OD PROGRAM, if requested,
5. if there is an obligation to provide coverage, provide the coverage in the agreed scope,
6. inform the lessee in writing of the result of the investigation, amount of the benefits and upon request of the lessee, provide explanations to the claim settlement of the harmful event.

Article XVI: Mandatory Equipment by Anti-theft Equipment

1. Personal vehicles and lorries with the maximum admissible total weight of up to 3,500 kg must be upon agreement and during the term of inclusion in the OD PROGRAM mandatorily equipped with the determined anti-theft equipment or combination of different determined anti-theft equipment according to the instruction of the lessor, and/or depending on the new price of the vehicle without discounts (including the accessories constituting mandatory, standard and additional equipment of the vehicle) as follows:
 - a) up to EUR 20,000.00 including VAT - one determined anti-theft equipment,
 - b) from EUR 20,000.01 to EUR 83,000.00 including VAT - a combination of two determined anti-theft equipments,
 - c) above EUR 83,000.01 including VAT - a combination of three determined anti-theft equipments.
2. Under determined anti-theft equipment, pursuant to these BTC we understand:
 - a) mechanical anti-theft equipment firmly fixed with the equipment,
 - b) immobiliser,
 - c) electronic alarm system (car alarm) or
 - d) electronic search system.
3. Motorbikes, buses, lorries with maximum admissible total weight exceeding 3,500 kg and special vehicles with maximum admissible total weight exceeding 3,500 kg must be mandatorily equipped with a removable mechanical anti-theft equipment or a mechanical anti-theft equipment firmly fixed with the vehicle or an immobiliser or an electronic alarm system (car alarm) or an electronic search system.
4. In case of tractors, other agricultural machines, construction machinery and trailers it is not required to have the vehicle equipped with an anti-theft equipment against alienation.

5. Under removable mechanical anti-theft equipment, we understand equipping the vehicle with a mechanical equipment against unauthorised use of the vehicle of approved type, which is not firmly fixed with the structure of the vehicle, e.g. equipment blocking the steering wheel of the vehicle, control pedals of the clutch, operating brake, lever of handbrake, etc.
6. Under determined mechanical anti-theft equipment firmly fixed with the vehicle we understand equipping the vehicle with a mechanical equipment against unauthorised use of the vehicle of approved type, which is firmly and inseparably connected with the structure of the equipment and which blocks the changing of transmission gears of the parked vehicle in the reverse position in case of mechanical transmissions, in parking position in case of automatic transmission or a steering mechanism of the vehicle, e.g. steering wheel bar.
7. Under determined anti-theft equipment according to clause 2) lit. a) of this article we do not understand a mechanical equipment against unauthorised use of the vehicle that the vehicle is equipped with from the aspect of meeting the conditions specified by the generally binding legal regulation setting forth the conditions for vehicle traffic on roads, such as locks of doors, mechanism of locking the steering wheel of the vehicle, etc., except for the equipment meeting the conditions specified in clause 5) of this article.

Specific Provisions

Article XVI: Conditions of the OD PROGRAM

The Conditions of the OD PROGRAM refer to the reimbursement of costs related to the remedy of damages to the included vehicle in connection with the following:

1. damage or destruction of the vehicle due to an accident,
2. damage or destruction of the vehicle due to a natural disaster, i.e. with direct impact: windstorms, hailstorms, lightning strike, landslides, avalanches, fall of objects, fire, explosion, floods, deluges, earthquakes,
3. damage or destruction of the vehicle due to the activity of rodents in the vehicle,
4. damage or destruction of the vehicle due to the effect of water from water supply installations,
5. damage or destruction of the vehicle due to water escaping the sewage system,
6. mechanical damage to the windscreen of the vehicle by any random incident, which is not excluded by these BTC of OD PROGRAM and such a damage may be eliminated by repairing of the windscreen of the included vehicle, and at the same time no other damage was caused to the vehicle,
7. alienation of a part of the vehicle,
8. damage of another person's belonging by intervention of an unauthorised person pursuant to the respective provisions of the Criminal Code, and/or the act on offences, as amended (vandalism),
9. alienation of the whole vehicle.

Article XVII:

Excess

1. Inclusion in the OD PROGRAM is concluded with excess of the lessee in reimbursement of the expenses, whose scope is agreed in the Contract, unless otherwise agreed.
2. The agreed excess of the lessee will be due based on a separate invoice issued by the lessor.
3. If one harmful event is reported but due to the character of damage to the included vehicle it is clearly evident that several incidents are concerned, the provider will require payment of excess from each of them.
4. In case of an incident, where the amount of damage is lower than the agreed excess, the actually expended costs will be invoiced.
5. Payment of excess will not be required in case of:
 - a. damage or destruction of the included vehicle due to an accident if such damage or destruction of the included vehicle as damage is covered by the system of mandatory third-party liability insurance, and at the same time it applies that the lessee or the authorised person do not bear (even partial) liability for the damage or destruction of the included vehicle,
 - b. repairs of the windscreen of the included vehicle if there was a mechanical damage to the windscreen of the vehicle by any random incident, which is not excluded by these BTC of OD PROGRAM and if such a

damage may be eliminated by repairing of the windscreen of the included vehicle, and at the same time no other damage was caused to the included vehicle.

**Article XVIII:
Provision of Coverage**

1. In case of damage, destruction or alienation of a part of the included vehicle, the intended provisions of coverage related to the damage to the included vehicle, unless otherwise agreed, is the purposefully expended and adequate costs of repair pursuant to the BTC of OD PROGRAM. The repair costs of damaged tyres and wheel rims will be paid by the provider according to the provisions of Article XII clause 4) lit. a) of these BTC of OD PROGRAM.
2. In case of total damage of the included vehicle or its alienation, the carrying value represents the provided coverage.
3. After repair of the windscreen in the workshop and submission of the accounting document for the repair, the provider reimburses the costs of windscreen repair in the amount charged by the workshop, however, maximally up to the amount of EUR 30 including VAT.

**Article XIX:
Collision of the Included Vehicle with an Animal**

1. Costs related to the damage and destruction of the included vehicle due to impact or crash of the included vehicle with an animal will be reimbursed.
2. The maximum coverage, excess, territorial validity, term, period and coefficient for the type of vehicle use are the same as in the basic coverage of risks of the included vehicle.
3. Upon damage of the included vehicle, purposefully expended and adequate costs of repair are pursuant to the provisions of BTC of OD PROGRAM and STC of OD PROGRAM. The repair costs of damaged tyres and wheel rims will be paid by the provider according to the provisions of Article XII clause 4) lit. a) of these BTC of OD PROGRAM. The valid legal regulations setting forth value added tax (VAT) will be applied for the benefits.
4. In case of total damage of the included vehicle, the carrying value represents the benefits.

**Article XX:
Damage to Vehicle Windscreen**

1. Costs related to the following will be covered:
 - a. damage or destruction of the windscreen of the included vehicle by any random incident, which is not excluded by these BTC of OD PROGRAM, and at the same time no other damage was caused to the vehicle,
 - b. alienation of the entire windscreen of the included vehicle,
 - c. damage of another person's belonging by intervention of an unauthorised person pursuant to the respective provisions of the Criminal Code, and/or the act on offences, as amended (vandalism).
2. The maximum coverage is determined by the lessee in the contract.
3. Territorial validity, term and period are the same as in the OD PROGRAM of the included vehicle.
4. Upon damage or destruction of the windscreen of the included vehicle, purposefully expended and adequate costs of windscreen replacement are covered. The costs of installation of anti-theft equipment sensors, foils, inscriptions, paintings, other decorations, and or other equipment installed on the windscreen (e.g. equipment for heating of the windscreen) or special surface treatment are only covered under the OD PROGRAM if they were involved as part of the standard, additional and/or optional extra equipment.
5. The agreed maximum coverage is the maximum amount of coverage within one OD year, i.e. the amount of provided benefits for the windscreen from the incidents that occurred during one OD year, must not exceed the maximum coverage agreed in the contract.

**Article XXI:
Exclusions from OD PROGRAM**

1. The provider will not provide coverage of the costs related to damage of the included vehicle in case of damages specified in Article XII of these BTC of OD PROGRAM.
2. The following is not subject of the OD PROGRAM: damaged, destroyed or alienated anti-theft equipment sensors, foils, inscriptions, paintings, other decorations, and or other equipment installed on the windscreen (e.g. equipment for heating of the windscreen) or special surface treatment if they are not involved as part of the standard, additional and/or optional extra equipment.
3. Costs related replacement of the motorway toll charges, labels of emission inspection, technical inspection, originality examination, emission plaque and documents of them are not subject of coverage in the included vehicle.
4. The provider will not provide a coverage for damages caused due to a damage or defects that the windscreen had prior to the start of inclusion in the OD PROGRAM and of which the lessee, the included party or the authorised person was or could be aware of, regardless of the fact whether the provider was aware of it.

**Article XXII:
Optional Extra Equipment of the Vehicle**

1. Provision of coverage in connection with elimination of damages to the included vehicle in case of alienation, damage or destruction of the optional extra equipment of the vehicle.
2. The subject of optional extra equipment supplied to the vehicle additionally after inclusion in the OD PROGRAM is not subject of the coverage of optional extra equipment of the vehicle if its inclusion in the OD PROGRAM was not approved additionally.
3. The scope, territorial validity, term and period are the same as in the OD PROGRAM of the included vehicle.
4. Upon damage of the optional extra equipment of the vehicle, a coverage will be provided in the scope of purposefully expended and adequate costs of repair pursuant to the provisions of BTC of OD PROGRAM and STC of OD PROGRAM.
5. In case of total damage or alienation of the optional extra equipment of the vehicle, the coverage will be provided in the scope of technical value.

**Final Provisions
Article XXIII: Form of Legal Acts**

1. The legal acts concerning the terms and conditions of the OD PROGRAM must be made in writing.
2. The draft contract is considered to be delivered to the provider as of the receipt date by the authorised representative of the provider. Other written documents intended for the provider are considered to be delivered as of the confirmation date of written document receipt by the provider.
3. The written documents of the provider intended for the lessee, and/or the included party are delivered by post; however, they may also be delivered by a representative of the provider, namely to the address last known to the provider. The written document intended for the lessee or the included party (hereinafter referred to as "addressee") is considered as delivered on the day of reception of the document by the addressee, or on the day when the addressee rejected to receive the document. In the event that the document is deposited at the post office due to not finding the addressee and provided that the addressee did not collect it within the given period at the post office, the document is considered as delivered on the last day of this period, even if the addressee did not find out about its deposition, or as of the date when the written document was returned to the provider as undelivered due to a change of address that the addressee did not notify of.
4. The provider is entitled to use alternative communication tools (telephone, e-mail, SMS) for mutual communication with the lessee or the person authorised by them in connection with management of the OD PROGRAM, settlement of harmful events and offers of products and services of the provider. However, these tools do not

replace written form of acts in cases when written form is required by the generally binding legal regulations or the contract.

5. Some amendments of the contract, amendments of the conditions of the OD PROGRAM and harmful events may also be reported over the telephone to the telephone number of the provider. The overview of notifications, which may be performed over the telephone, is published by the provider on their website www.leaseplan.sk. Changes made over the telephone are confirmed by the provider in writing. If the lessee does not agree with the change made, they must report this fact to the provider in writing by the deadline specified in the written confirmation of the provider.
6. By conclusion of the contract, the lessee gives their consent to the provider to make and then archive sound recordings of the telephone calls performed between them and the provider in relation to management of the OD PROGRAM and claim settlement of the harmful events according to the contract, namely on technical instruments enabling their capturing, retaining and reproduction. The lessee of the contract gives their consent to the provider to use their recordings and their copies upon exercising the rights and obligations resulting from this contract. During their retention period, the provider will protect these recordings from any unauthorised access of third parties.
7. The claims resulting from the conditions of the OD PROGRAM have a statute of limitation of 4 years. The limitation period commences one year after occurrence of the harmful event.
8. In the contract, it is not possible to deviate from the individual provisions of these BTC of OD PROGRAM unless otherwise stipulated by the generally binding legal regulations. Any deviation from these BTC of OD PROGRAM agreed in the contract is effective at earliest as of the moment when the contracting parties agreed in writing on this change.

Article XXIV: Methods of Complaint Handling

1. The provider accepts complaints about their conduct filed in writing. The complainant may file the complaint in person, send it by post to the address of the provider's registered seat, and/or by e-mail leaseplan@leaseplan.sk.
2. The complaint must clearly state the date of filing, who files the complaint, what it refers to (subject of the complaint) and what the complainant claims. If the complainant is a legal entity, the complaint must contain the name or business name and address of registered seat of the legal entity.
3. The provider must examine the complaint and inform the complainant of the method of handling the requirements or the reasons for rejection within 30 days as of the delivery date. If the handling of complaint requires a longer period, the period may be extended and the complainant will be immediately informed of this fact.