

General Terms and Conditions of LyžeGoHome

General Provisions

1. Subject of the General Terms and Conditions

1.1 These General Terms and Conditions (hereinafter the "GTC") of LyžeGoHome, Radovan Koritenský, registered office at Lichoceves 43, 252 64 Velké Přílepy, ID No.: 76586979 (hereinafter the "Lessor"), govern the relationship between the Lessor and the entity intending to enter into a rental agreement (hereinafter the "Lessee") with the Lessor in accordance with these GTC (hereinafter the "Agreement").

1.2 These GTC are intended exclusively for the rental of items to a Lessee who is a consumer. A consumer is understood as anyone who, when concluding a rental agreement with the Lessor, acts outside the scope of their business activity or outside the scope of the independent exercise of their profession; legal relations between the Lessor and the Lessee are governed by these GTC, the Civil Code, and the Consumer Protection Act. Additional stipulations or amendments in the Agreement take precedence over the provisions of these GTC.

Rental Conditions

1.3 To rent the equipment, it is necessary to present at least one valid identity document (ID card or passport).

1.4 The rental fee is paid in advance according to the currently valid price list on the website.

1.5 Consent to the general terms and conditions is confirmed by the customer's signature on the rental receipt, which also serves as the rental agreement.

Rental Agreement

2. Subject of the Agreement

2.1 The subject of the Agreement is sports equipment and accessories (hereinafter the "Equipment"), specified in the rental agreement concluded between the Lessor and the Lessee.

3. Content of the Agreement

3.1 The Equipment is rented to the Lessee by the Lessor for the price (the "Rent") agreed upon in the Agreement.

3.2 The Lessee is liable for damage to the Equipment caused by: a. using the Equipment contrary to its intended purpose, b. improper handling of the Equipment, c. loss of the Equipment, d. destruction or damage to the Equipment, e. theft of the Equipment.

3.3 The Lessee is obliged to compensate the Lessor for the damage caused to the Equipment, up to the value of the Equipment stated in the "Price List of Damages and Losses" appendix.

4. Rights and Obligations of the Lessee

4.1 The Lessee has the right to: a. Terminate the Agreement in writing if the Equipment is not fit for use in accordance with its intended purpose due to reasons on the part of the Lessor. b. Allow third parties to use the Equipment free of charge even without the Lessor's consent. However, the Lessee is liable for the use of the Equipment and any damage to it as if they were using it themselves; the Lessee is not authorized to leave the Equipment to a third party for remuneration. c. Demand from the Lessor the replacement of defective Equipment with identical or similar flawless Equipment for the duration of the Agreement in the event of an Equipment defect not caused by the Lessee.

4.2 The Lessee has the obligation to: a. Return the Equipment to the Lessor at the agreed time, whereas normal wear and tear resulting from the use of the Equipment in accordance with its intended purpose shall not be taken into account. b. Pay the agreed Rent to the Lessor properly, on time, and in the agreed manner. c. Upon the Lessor's request (only in the event of failure to present an identity document), pay a deposit (security) to the Lessor upon concluding the Agreement in the amount specified in the Agreement, which will be settled by the Lessor to the Lessee upon termination of the Agreement. d. Use the Equipment in accordance with its intended purpose and in accordance with their skills, abilities, and the local and weather conditions prevailing at the time and place of using the Equipment. e. Not make any changes or modifications to the Equipment, and in particular not to write on, sticker, or otherwise graphically or visually damage (modify) the Equipment. The Protection Package insurance mentioned in Article 6 does not cover the aforementioned modifications. f. Compensate the Lessor for damage to the Equipment. g. In the event of the Lessee's delay in returning the Equipment for short-term rentals, the Lessee is obliged to pay additional rent for each started day of delay, calculated according to the standard daily rate of the currently valid price list. h. For seasonal rentals, in the event of a delay in returning the Equipment after the end of the agreed period (the season always ends on October 31 of the given year), a fee equal to the full price of a new seasonal rental according to the currently valid price list will be charged.

4.3 By concluding the Agreement, the Lessee confirms that: a. They have received the Equipment from the Lessor in a condition allowing its use in accordance with its intended purpose. b. They have been instructed by the Lessor on how to use the Equipment. c. The data regarding height, weight, age, experience, abilities, and other necessary data about the user of the Equipment, which they provided to the Lessor for the purpose of adjusting the Equipment according to this data (using the tabular

method), were complete and correct, and that they are aware that providing incorrect or false data may affect safety when using the Equipment, and they understand this. d. They are aware that if the data provided by the Lessee to the Lessor under letter c) changes during the term of the Agreement, such a change may be significant for the safe use of the Equipment. e. They are aware that the Lessor is not liable for damage caused to the Lessee in connection with the use of the Equipment. f. They are aware that in the case of an Agreement concluded for a fixed period, they will not be refunded a proportional part of the Rent for the days by which the Lessee returned the Equipment to the Lessor earlier in the event of early return of the Equipment (i.e., earlier than agreed in the Agreement). g. They are aware that if they are in delay with returning the rented Equipment for more than 7 calendar days (unless agreed otherwise in writing or electronically with the Lessor), the Equipment is automatically considered lost or stolen. In such a case, the Lessee is obliged to pay the full value of the Equipment according to the "Price List of Damages and Losses" appendix. The Lessor is also entitled to report the matter to the police authorities, or file a lawsuit for the recovery of the item or compensation for damages at the competent court, with the Lessee bearing exclusively all legal and financial consequences.

4.4 In the event of theft of the Equipment, the Lessee is not entitled to free provision of new Equipment by the Lessor in place of the stolen Equipment.

5. Rights and Obligations of the Lessor

5.1 The Lessor has the right to: a. Terminate the Agreement concluded for a fixed or indefinite period in writing if the Equipment is not used by the Lessee in accordance with its intended purpose. b. Demand from the Lessee a deposit up to the value of the Equipment; if the Lessee fails to pay the deposit in the amount required by the Lessor, the Lessor is entitled to refuse to conclude the Agreement. c. Unilaterally set off their financial claims arising from damages and other legal grounds against the deposit paid by the Lessee.

5.2 The Lessor has the obligation to: a. Hand over the Equipment to the Lessee properly and on time according to the Agreement, in a condition allowing the use of the Equipment in accordance with its intended purpose. b. Upon receiving the Equipment from the Lessee, return the deposit paid by the Lessee, whereas depending on the condition of the Equipment and the degree of its wear, damage, destruction, etc., caused by the Lessee, the Lessor will do so fully, partially, or not at all.

6. PROTECTION Package – Insurance

6.1 The Lessee is entitled to purchase from the Lessor, upon concluding the Agreement for the price specified in the Agreement, the Protection Package for all parts of the Equipment listed in the Agreement, for the duration of the rental agreed in the Agreement.

6.2 In the event of theft, damage, irreparable damage, or loss of the Equipment during the term of the Agreement by a Lessee who purchased the Protection Package from the Lessor upon concluding the Agreement, the provisions of Article 4, paragraph 4.2 letter f) of these GTC shall not apply to the stolen, damaged, irreparably damaged, or lost Equipment, the value of which did not exceed CZK 30,000 (determined as the sum of compensation amounts for individual parts of the Equipment specified in Article 4, paragraph 4.2 of the Agreement). However, the Lessee is obliged to pay the Lessor the deductible, specified in Article 7, on the incurred damage and simultaneously fulfill the following conditions: a. The Lessee shall personally and without undue delay after discovering the theft of the Equipment report the theft of the Equipment to the police authority of the state in which the theft occurred, and in this report, the Lessee shall state that the Equipment is the property of the Lessor. b. The Lessee shall submit to the Lessor the original report or other document drawn up by the police authority under letter a) and allow the Lessor to make a copy thereof. c. The Lessee shall present their identity card to the Lessor, if they have not already done so when concluding the Agreement, and grant consent to making a copy of this identity card. d. The Lessee grants the Lessor consent to hand over copies of the documents according to Article 6, paragraph 6.2, letters b) and c) of these GTC to the third party specified in the report on theft, damage, irreparable damage, and loss.

7. Lessee's Deductible

7.1 The insurance fully covers minor and repairable damage to the Equipment, in particular scratched skis, bent poles, lost baskets, or cracked buckles.

7.2 The insurance partially covers irreparable damage to the Equipment. The client is obliged to pay a deductible of 30% of the equipment price, according to the Equipment value stated in the "Price List of Damages and Losses" appendix.

7.3 The insurance partially covers the theft of the Equipment. The client is obliged to pay a deductible of 20% of the equipment price, according to the Equipment value stated in the "Price List of Damages and Losses" appendix.

7.4 The insurance partially covers the loss of the Equipment. The client is obliged to pay a deductible of 40% of the equipment price, according to the Equipment value stated in the "Price List of Damages and Losses" appendix.

8. Damages

8.1 The Lessor is not liable for damages incurred by the Lessee due to force majeure. For the purposes of the relationship between the Lessor and the Lessee, force majeure is understood as an event excluding liability, in particular war, armed conflict, embargo, civil unrest, sabotage, terrorist acts or the threat of sabotage or a terrorist act, epidemics, explosions, chemical or radioactive contamination or ionizing radiation, lightning strikes, earthquakes, blizzards, floods, fires, gales, storms or other effects of

natural elements, strikes, enterprise closures or other actions within industries, or extraordinary disputes between employers and trade union authorities, collisions or effects of vehicles, aircraft or objects falling from aircraft or other airborne devices, or the occurrence of pressure waves caused by aircraft or other airborne devices moving at supersonic speed. This limitation of liability applies provided that the event occurred independently of the will of the obligated party and prevents them from fulfilling the obligation, it cannot be reasonably assumed that the obligated party would avert or overcome this obstacle or its consequences, and it cannot be reasonably assumed that at the time of concluding the Agreement, the Lessor foresaw the occurrence of this event.

8.2 The Lessee is liable to the Lessor for damage resulting from a breach of obligations set forth by these General Terms and Conditions, the Agreement, or generally binding legal regulations on the part of the Lessee.

9. Common and Final Provisions

9.1 If the Lessee is a consumer within the meaning of valid legal regulations, any disputes arising from the Agreement can be resolved out of court before the Czech Trade Inspection Authority (Česká obchodní inspekce), registered office at Štěpánská 567/15, Prague 2, ZIP 120 00, www.coi.cz.

9.2 The Lessor is entitled to change the GTC during the term of the Agreement, taking into account changes in valid legal regulations applicable to the relations governed by the Agreement, or taking into account changes in business strategy, economic situation, and market developments.

9.3 The Lessor will publish the change in the GTC usually 30 days in advance by placing it on the website www.lyze-go-home.cz or in another suitable manner. The Lessee is entitled, due to a change in the GTC in cases stipulated by law, to withdraw from the Agreement within 15 days from the day the Lessor announces or publishes the new wording of the GTC.

9.4 These GTC are valid and binding until they are replaced by a new wording, or until they are fully or partially replaced by a deviating agreement between the Lessor and the Lessee.

9.5 The relationship established by the Agreement is governed by Act No. 89/2012 Coll., the Civil Code, as amended.

9.6 These GTC enter into force on August 31, 2026.

Radovan Koritenský, Owner