

# Operating rules.

## Garage Pod Náspem 795/12, Prague 9

### RULES OF OPERATION FOR BALABENKA PUBLIC GUARDED PARKING LOT

#### 1. Operator

VOSS'99 s.r.o.  
Krejčího 2261/2a  
180 00 Praha 8  
Business ID No.: 48037249  
tel.: 283840612, 284680932

1. Only motor vehicles of the parking spot lessee can be parked in the parking spot. These vehicles must be registered in the records of the building manager or in the reservation system.
2. Upon meeting this condition the lessee is entitled to use the shared facilities, subject to the provisions of these rules of operation and other legal and technical regulations, as applicable.
3. Only parking spot lessees may enter the garage by vehicle or by foot, or persons authorized or accompanied by them. The parking spot lessee is liable for any damage caused by such persons while they are in the garage. Motor vehicles cannot be admitted to the garage without a reservation under any circumstances.
4. In case of difficulties with a reservation, please contact MR. PARKIT s.r.o. (tel.: +420 730 513 544).

#### 2. Operating Hours

The garage is in operation 24 hours a day without interruption.

#### 3. Rights and Obligations of the Operator

The operator must:

- adhere to valid legislation regarding parking lot signage;
- ensure the organization and operation of the parking lot as well as guarding vehicles accepted for parking;
- keep the parking lot clean, tidy and in operational order;
- place a price list of services offered in a visible location.

The operator (not MR. PARKIT) is liable for damage provably caused to vehicles and vehicle accessories while parked in the guarded parking lot.

All users must report any damage to their own property or that of others to the garage manager without undue delay.

Parking users represent that they have motor third party liability insurance or other insurance similar to liability insurance with regard to conditions and coverage.

The operator and MR. PARKIT are not liable for:

- damage to vehicles and vehicle accessories provably caused while not in the guarded parking lot at the time of parking;
- loss, damage or alienation of a thing that is not part of the vehicle's accessories;
- theft of a vehicle by a person who showed proper documentation when picking up the vehicle;
- damage caused in the parking lot by

another driver whose identity is known to the operator. In such a case the injured party shall pursue compensation for damage directly from the responsible party.

MR. PARKIT as the service broker is not liable for any damage caused:

- to persons, animals and/or things located in the garage without reason;
- due to a random event or force majeure (such as armed robbery, spontaneous combustion of a parked vehicle, weather effects (snow, ice...), war, acts of terrorism, sabotage, etc.);
- to the vehicle or other movable assets of the parking lot user, nor for damage caused by injuries incurred in the garage.

MR. PARKIT is liable only for direct damage its clients actually suffered that was provably caused while performing its obligations related to brokering its services, up to the total amount of the reservation.

The operator and MR. PARKIT are entitled:

- to refuse to admit a vehicle with leaking oil, P1-IM or other fluids or lubricants and/or a vehicle not properly secured against intrusion and unauthorized use by another person
- to collect a parking fee in accordance with the contractual relationship concluded with the customer
- to require customers to abide by the rules of operation of the guarded parking lot and contractual obligations
- not to surrender a parked vehicle to a person who cannot prove their identity with the proper documentation

#### 4. Rights and Obligations of the Customer

The customer is entitled:

- to request proof of payment
- to the services provided by the operator free of defects
- to seek compensation for damage from the operator in accordance with these rules of operation
- to accept from the operator one printout of the "Damage Insurance Report" signed by an employee of the operator when reporting an insurance event

The customer must:

- secure the vehicle from unauthorized use by another person
- follow the instructions of operator employees when organizing and managing the parking lot
- not wash vehicles, change or fill up lubricants and other liquids, or perform vehicle repairs in the parking lot. Customers are also prohibited to store VIEW or other combustibles in the parking lot
- park in the spot assigned and only using the vehicle from the contractual relationship with the operator
- report any and all warranty claims, damage, destruction or theft of the vehicle or its accessories immediately, before leaving the guarded parking lot at the latest
- leave the vehicle where it is in the event of a suspected violent criminal offense and report damage to an employee of the operator without delay
- fill out the necessary number of "Damage Insurance Reports" without delay and have them confirmed by the Police of the Czech Republic

#### 5. Price for Services

Pursuant to Decree No. 526/1990, prices for services provided are set by agreement. Prices are set forth on the Price List hanging in the parking lot.

## 6. Validity of the Rules of Operation

The English version of the Operation Rules of the garage is a translation of the original Czech version. It is only of an informative nature. In the event of any discrepancy between the English and Czech versions, the Czech version takes precedence.

These rules of operation enter into force on: November 14, 2011

I have been informed of the obligations and rights of both parties and I am responsible to security staff for upholding them while performing my tasks.