

General Terms and Conditions of the Rental Shop

Basic Provisions

These General Terms and Conditions apply to online, telephone, and written orders of services and products of the TMR Ještěd rental shop (hereinafter referred to as the "**General Terms and Conditions of the Rental Shop**" or "**Rental GTC**").

The operator of the **TMR Ještěd rental shop** is TMR Ještěd, a.s., Company ID (IČ): 06080413, with its registered office at Jablonecká 41/27, 460 05 Liberec (hereinafter referred to as the "**TMR Ještěd rental shop**" or the "**operator**").

All services provided by the operator based on telephone, written, or online orders using the internet or other online services are subject to **these General Terms and Conditions of the Rental Shop**. Purchases of services of the **TMR Ještěd rental shop** in the event of purchasing services at any of its premises are also subject to these **General Terms and Conditions of the Rental Shop**.

Unless explicitly agreed otherwise, these **General Terms and Conditions of the Rental Shop** apply to all legal acts and contractual relationships concluded online, in writing, by telephone, and on the premises between the operator as the service provider and its clients as the contractual partners – orderers of services (hereinafter referred to as "**clients**").

Orders for the operator's services may be made either via the order forms at www.skijested.cz, via email at info@skijested.cz, or by telephone at +420 737 222 499. Services of the **TMR Ještěd rental shop** may also be purchased directly at any premises of the operator.

Offer of Services of the TMR Ještěd Rental Shop

All offers of the **TMR Ještěd rental shop** presented on the premises or online may have limited validity. Prices are stated in Czech korunas (CZK), including all taxes.

The **TMR Ještěd rental shop** assumes no liability or guarantee for the up-to-dateness, correctness, completeness, or quality of the information provided. Liability claims against the **TMR Ještěd rental shop** relating to any damage of a material or non-material nature caused by the use or non-use of the information provided, or by the use of incorrect or incomplete information, are fundamentally excluded, unless there is demonstrable fault on the part of the **TMR Ještěd rental shop**.

The **TMR Ještěd rental shop** may, at its sole discretion, modify, update, change, supplement, or terminate the validity of all or any part of its offers or presentations of services at any time.

Conclusion of Contract

a) Telephone, Written, and Online Reservations of Services, Order Confirmation, Conclusion of Contract

For the acceptance of telephone, written, or online reservations and the scope of the provided service, **only the written order confirmations issued by the TMR Ještěd rental shop shall be decisive**. The contract is concluded upon the written confirmation of the order by the **TMR Ještěd rental shop**. **Ancillary oral or telephone agreements shall apply only if confirmed in writing by the TMR Ještěd rental shop**.

The **TMR Ještěd rental shop** undertakes to respond to written or electronic correspondence from the client without undue delay, and if possible, no later than within two business days.

b) Conclusion of Contract on the Premises In the event of purchasing services from the **TMR Ještěd rental shop** based on its current offer of services directly on the premises of this **TMR Ještěd rental shop**, the contract between the operator and the client is concluded at the location of the premises.

Payment Terms

a) Payment Terms for Purchasing Services by Telephone and Online

Unless other written agreements have been made, for any contract concluded electronically, in writing, or by telephone, the total price of the service must be paid in advance immediately upon receipt of the written order confirmation. Therefore, 100% payment in advance is required.

In the event of default on payment, the **TMR Ještěd rental shop** is entitled to demand statutory default interest from the client, or it is entitled to withdraw from the contract. Withdrawal from the contract by the **TMR Ještěd rental shop** shall be made in writing and becomes effective upon its delivery to the client (delivery of the withdrawal by email is also considered effective delivery).

The **TMR Ještěd rental shop** reserves the right to unilaterally change prices depending on the quality or a change in the ordered range of products.

By paying the price of the service, the client expresses their agreement with the **General Terms and Conditions of the Rental Shop**.

The operator reserves the right to **require a refundable deposit** upon rental in accordance with the price list.

b) Payment Terms for Purchasing Services on the Premises

When purchasing services on the premises, the client pays the price of the services of the **TMR Ještěd rental shop** on the spot. Therefore, 100% payment in advance is required. The operator will issue a tax document to the client on the spot.

In the event of default on payment, the **TMR Ještěd rental shop** is entitled to demand statutory default interest from the client, or it is entitled to withdraw from the contract. Withdrawal from the contract by the **TMR Ještěd rental shop** shall be made in writing and becomes effective upon its delivery to the client (delivery of the withdrawal by email is also considered effective delivery).

The **TMR Ještěd rental shop** reserves the right to unilaterally change prices depending on the quality or a change in the ordered range of products.

By paying the price of the service, the client expresses their agreement with the **General Terms and Conditions of the Rental Shop**.

The operator reserves the right to **require a refundable deposit** upon rental in accordance with the price list.

Reservations

- We recommend ordering the service at least one day in advance. The order can be made in person or online at www.rezervace.skijested.cz.
- Payment for the services takes place immediately upon purchase (creation of the order).
- Reservation of the service without immediate payment is not possible.
- When picking up the scooter/bike, we recommend adhering to the selected pickup time and arriving sufficiently in advance.
- The pickup location is the Infocentre, the upper station of Horní Skalka, or the Ještěd Transmitter (Vysílač Ještěd), or another premises.
- In the event of a client's late arrival, the **TMR Ještěd rental shop** cannot guarantee the full lease duration due to subsequent leases, etc.
- The lease takes place in all weather conditions.
- **The location for returning scooters, bikes, or trekking poles is Infocentrum Ještěd (Beranova cesta 632, 460 08 Liberec), Tel. +420 737 222 499.**

Scope of Provided Services and Filing of Complaints

Short-term lease of movable property (scooters, bikes, trekking poles) (hereinafter also referred to as the "lease" or "service") is possible in all weather conditions. The basic lease period for a scooter from the Infocentre or Horní Skalka is 2.5 hours. The lease period for a scooter from the Ještěd Transmitter is 30 minutes. The lease period for a bike is 1 day. The lease period for trekking poles is 1 day. The lease is at the client's own risk. Clients are not insured with the **TMR Ještěd rental shop**, and the operator recommends taking out accident insurance before the lease begins. The client must strictly and consistently respect and follow the instructions of the staff of the **TMR Ještěd rental shop**. Failure to follow instructions or warnings entitles the staff of the **TMR Ještěd rental shop** to immediately terminate the contract.

The **TMR Ještěd rental shop** reserves the right to immediately terminate the contract with a client who is under the influence of alcohol and/or other addictive substances, as well as with a client who physically or verbally attacks the staff. In the event of contract termination in such cases, the client is not entitled to a refund of the costs incurred for the service or to any compensation for damages.

The service of the **TMR Ještěd rental shop** will be provided at the pre-agreed location and time. A change of location or time can only be made after approval by both contractual parties. In the event that the client does not appear at the designated location at the pre-agreed time, they are not entitled to compensation for the service thus missed and unused.

In the event that due to bad climatic conditions (strong wind, storm, rain) it is not possible to provide the services of the **TMR Ještěd rental shop** for safety reasons, this shall not be considered a failure to fulfill contractual obligations, and the client is not entitled to a refund of the paid amount or any part thereof in such cases.

Cancellation Policy

The client is entitled to withdraw from the contract at any time before the service is delivered in accordance with the cancellation policy below. The client does not need to state the reason for withdrawing from the contract.

In the event that the lease does not take place due to force majeure (unpredictable situation or event), the lease will be moved to the nearest alternative date by mutual agreement.

In case of service cancellation:

- More than 3 days before the start of the service: 100% of the paid amount will be refunded.
- In case of reservation cancellation less than 3 days before the start of the service or failure to use the service for reasons on the part of the client, the client is not entitled to a refund of the paid amount.

Regardless of the above, if based on a law or other legal regulation, or based on any decision or measure of state administration or local government bodies (e.g., in connection with COVID-19) of the Czech Republic, the client is prevented from using the services of the **TMR Ještěd rental shop**, and furthermore, if based on a law or other legal regulation, or based on any decision or measure of state administration or local government bodies of the Czech Republic, it is not possible for the **TMR Ještěd rental shop** to properly provide the ordered and paid services, this shall not be considered a failure to fulfill contractual obligations; however, the operator may, in such justified cases, decide to refund the paid amount or part thereof, or to provide the services on an alternative date.

The operator will decide on the refund of the paid amount or part thereof based on its own decision or based on an individual justified request of the client, if it finds the request to be justified and the reasons for the request to be objective. However, the client has no legal claim to a refund of the paid amount or to the provision of services on an alternative date.

Processing and Retention of Personal Data

The scope of processed personal data is minimized to the necessary extent for the purpose of client records and identification. Clients participating in training, or their legal representatives, agree to the free-of-charge taking of visual images or visual-audio recordings by the operator and to their publication for the purpose of promoting the activities of the rental shop, exclusively on the website or Facebook pages of the operator (or legal entities within the operator's group) and in printed information materials (e.g., brochures, leaflets) published by the operator for the purpose of promoting the operator and distributed to third parties.

Clients also agree to the processing of personal data by the operator for marketing purposes (newsletters, etc.) and for acquisition activities. They may revoke their consent to the free-of-charge taking of visual images or visual-audio recordings by sending an email to the operator's email address info@skijested.cz. From the moment the revocation of consent is received, the operator will no longer take new recordings of the client; however, the operator may continue to use recordings taken before the revocation of consent. All necessary information required for the processing of personal data is made available in the Privacy Policy at www.tmr.sk/o-nas/gdpr/.

Client Health and Safety

Information on potential risks of sports activities:

During the lease, adapt your riding to your experience and abilities to avoid injury to health or property ; pay attention to your own safety and the safety of other persons in your surroundings. Any type of injury can be caused not only by oneself but also by the behavior, omission, or negligence of other persons. Clients must wear a helmet while using the leased item; its lease is included in the price of the service.

Final Provisions

By purchasing the services of the TMR Ještěd rental shop, every client agrees to the **General Terms and Conditions of the Rental Shop**.

The General Terms and Conditions of the Rental Shop become effective on March 31, 2026, and remain valid until revoked.

The current version of the **General Terms and Conditions of the Rental Shop** is always posted in a visible place on the relevant premises and is also available on the website www.skijested.cz .

In Liberec on March 31, 2026

TMR Ještěd, a.s. Tomáš Dušek, Motion Manager

Manager