

RULES FOR FILING A COMPLAINT

(rules for filing complaints about errors in accounting documents, errors in the content of the report on the condition of the vehicle and assessment of its damages, and errors in the financial estimate of excessive wear and tear of the vehicle)

Issued by the company **Drivalia Lease Czech Republic s.r.o.**, with registered seat at 158 00 Prague 5 - Stodůlky, Bucharova 1423/6, Company Registration No. (IČO): 636 71 069, VAT No. (DIČ): CZ63671069, registered in the Trade Register kept by the City Court in Prague, encl. C37940, registered on June 7, 1995 (hereinafter referred to only as "**Provider**").

1. General stipulations

- 1.1. The Provider arranges, as part of his business activities, the services of operational leasing of motor vehicles and services of vehicle fleet management (hereinafter referred to only as "Leasing") to its business partners leasing users (hereinafter referred to only as "Client" or "Clients"). Within the scope of provided Leasing, the Provider also issues, prepares or carries out, and subsequently delivers or makes accessible to the Clients the following:
 - > Tax document, invoice, proforma invoice, corrective tax document, etc. (hereinafter referred to only as "Tax document");
 - Report on the condition of the vehicle and assessment of excessive wear and tear on the vehicle (hereinafter referred to only as "Report on vehicle condition").
- 1.2. The Client may file a complaint about the content of the Tax document or the Report on vehicle condition (hereinafter referred to jointly as "Documents") with the Provider in the time period and in the manner set forth in this Complaints procedure.
- 1.3. Should the Client file a complaint in another manner, the Provider shall consider such complaint and may reject it without further ado.

2. General rules for filing a complaint

- 2.1. The Client shall file a complaint about the error in the content of the Documents with the Provider without delay after the relevant Document has been delivered or made accessible to him.
- 2.2. The complaint about the error in the content of the Documents shall be filed in one of the following manners:
 - Through the form available on the Provider's website (https://form.leaseplan.cz/cs/complaints/);
 - ➤ Via electronic message to the data inbox of the Provider or via an e-mail to to: reklamace@leaseplan.cz;
 - > By contacting the contact person authorized to handle complaints at the Provider;



- Through the Provider's client center;
- In writing.
- 2.3. In the complaint about the error in the content of the Documents, the Client is obliged to describe the perceived error and what kind of correction of the content of any of the Documents is requested from the Provider.
- 2.4. The Provider shall register the complaint of the client, and will assign a reference number to the complaint.
- 2.5. The Provider shall evaluate the complaint of the Client without unnecessary delay, and shall inform the Client whether the complaint is rejected or accepted and what measures are taken to correct the error.

3. Specific rules for filing a complaint

- 3.1. The Client is obliged to file a complaint about the content of the Tax document with the Provider no later than 5 (in words: five) working days from the day when the Tax document was delivered to the Client. The Provider will usually reject a complaint about an error in the Tax document filed after the expiry of this period. In the complaint, the Client is obliged to state in particular the number of the claimed Tax document and the content items that he considers defective.
- 3.2. The Client is obliged to file a complaint about the content of the Report on vehicle condition with the Provider no later than 5 (in words: five) working days from the day when the Report on vehicle condition was made accessible to the Client. The Provider will usually reject a complaint about an error in the Report on vehicle condition filed after the expiry of this period. In the complaint, the Client is obliged to state in particular the vehicle registration number of the relevant vehicle and the content items that he considers defective.
- 3.3. No later than the following (1) working day after the day when the Provider made the Report on vehicle condition available to the Client, the Client may request the Provider, as part of the complaint procedure, to allow inspection of the physical condition of the relevant vehicle in order to verify the substance of the Report on vehicle condition. In such case, the Client is obliged to inspect the relevant vehicle at the Provider's used-car premises at his own expense within 5 (in words: five) working days from the day when the Report on vehicle condition was made accessible to the Client. In case the Client does not perform the requested vehicle inspection, the Provider will evaluate the Client's complaint primarily on the basis of the content of the Report on vehicle condition.
- 3.4. In case the Client simultaneously informs the Provider within the period stated in Article 3.3. of these Rules of his intention to arrange an opponent's evaluation of the technical condition of the relevant vehicle in order to verify the substance of the Report on vehicle condition, the Provider will only accept an evaluation prepared in accordance with the rules set out in these Rules and submitted by the Client within 30 (in words: thirty) days from the day when the Client filed a complaint with the Provider about the content of the Report on vehicle condition. If the Client does not inform the Provider of his intention to arrange an opponent's evaluation, or if he does not submit the evaluation to the Provider within the specified period, the Provider will not take into account the unannounced



- or late evaluation report when assessing the complaint, he will evaluate the complaint and usually reject the unjustified complaint.
- 3.5. In case the Client files a complaint about the Report on vehicle condition within the period stated in Article 3.2. of these Rules and in accordance with Articles 3.3. and 3.4. of these Rules the Client submits to the Provider an opponent's evaluation (expert opinion) on the financial assessment of the excessive wear and tear on the vehicle prepared by an expert in economics, prices and estimates for motor vehicles and general engineering, the subject of which will be the assessment of vehicle defects according to the rules agreed between the Client and the Provider in the lease agreement, i.e. in particular according to the Provider's vehicle return manual (also referred to as the Rules for passenger cars Fair wear & tear and the Rules for light commercial vehicles Fair wear & tear), and at the same time the evaluation report is prepared using the application and databases of GT MOTIVE Estimate, AUDATEX or EUROTAX, in the version valid as of the date of preparation of the Report on vehicle condition, the Provider shall without further ado accept the financial evaluation of the excessive wear and tear on the relevant vehicle according to the opponent's evaluation report and usually assess the Client's complaint on the basis of this opponent's report.
- 3.6. The Provider informs the Client herewith that in case of expiry of the deadline set by the Provider for the inspection of the relevant vehicle or for the notification about the intention to prepare an opponent's evaluation in order to verify the accuracy of the Report on vehicle condition according to Article 3.3. of these Rules, the Provider shall offer the relevant vehicle for purchase to third parties and the Provider cannot allow the Client an inspection of the vehicle after the expiration of this period due to the purchase of the vehicle by a third party.

4. Closing stipulations

4.1. These rules for filing complaints are effective as of October 1st, 2020.