

## Terms and Conditions of Car Rental

The Rental Company rents to the Renter a car (hereinafter referred to as the "Car"), specified in details in a Rental Contract (hereinafter referred to as the "Contract") under the terms and conditions specified below and in the Rental Contract (hereinafter jointly referred to as the "Terms and Conditions"), and the Renter accepts the Terms and Conditions underlying rental relationship between the parties. The Terms and Conditions shall also apply in case of change of the object of rental during the term of the Contract. The Rental Company may refuse rental without specifying reasons.

### 1. Car hire and return.

The Car rented to the Renter is in good condition, i.e. has complete equipment, vehicle documents and one set of keys, is in running condition, without visible damages and defects. The abovementioned condition has been ascertained by the Renter prior to release of the Car. Any remarks concerning condition of the Car shall be notified to the Rental Company upon release of the Car. The Renter shall be obliged to return the Car to the Rental Company complete and in the state as at the time he rented it and in a place and on a date specified in the Contract. Every prolongation of the rental in order to be effective shall be notified by the Renter to the Rental Company in writing before the term of return of the Car specified in the Contract at the latest and approved by the Rental Company. In case of prolongation of the rent without a consent of the Rental Company, a triple daily value of rental rate shall be charged. The Rental Company reserves the right to immediately take back the vehicle from the Renter at his expense in case it is determined that the Car is used in violation of the Terms and Conditions of the Contract. The Rental Company shall bear no liability for losses and damages that might result for the Renter or a third party in connection with taking the Car back. The Rental Company shall ensure rental of a car from a selected group. The Renter may be guaranteed diesel vehicle in groups B, C, D against additional payment of 10 % of the rental price. The Rental Company does not rent cars for a period shorter than twenty four hours. A daily car mileage shall not be more than 500 km. Each subsequent commenced 100 km shall be calculated as 1/5 of a day. In the event the returned car is dirty the Rental Company shall charge additional one-off fee according to the valid price list.

### 2. Damage, loss, theft etc.

In the event the Car or any part thereof was stolen or damaged in any way, the Renter's liability shall be up to the amount of 1000 PLN in case of damage to the car from group A, A+, B and up to the amount of 1500 PLN in case of damage to the car from other groups. The Renter may buy an excess waiver for damage in the rented car at the price of 20 % of the value of rent. In case of damage resulting from violation of point 5 of these Terms and Conditions, willful damage of the car or damage by a driver who does not hold required authorizations, the Renter shall be liable to the full amount of the damage. The same shall apply to the Renter who fails to comply with the instructions included in point 7 of these Terms and Conditions.

In the event the car keys or documents are lost, the Renter shall be obliged to pay to the Rental Company a fee according to the price list. The Rental Company shall deduct the payable fees, in the first instance from the deposit paid by the Renter.

### 3. Fees.

The Renter shall pay any and all fees specified in the Contract and/or listed in the valid price list. The Renter shall leave to the Rental Company a deposit towards the possible obligations of the Renter in the amount requested by the Rental Company. All fees are given in PLN. Payment shall be made under a Rental Contract drawn up upon release of the car. The car must be returned with at least the same amount of fuel as at the time of release. Where the Car is returned with less fuel, the Rental Company shall charge the Renter with the cost of the missing fuel, using the valid rate per 1 litre of fuel at the nearest petrol station, increased by 20%. The Renter is additionally obliged to pay any and all tickets and/or other penalties resulting from violation of the provisions of law.

### 4. Responsibility of the Rental Company.

The Rental Company shall not bear responsibility for things carried, lost or left in the car.

### 5. Terms and Conditions of Car use.

The Renter shall be obliged to take special care of the Car, and the Car shall not be used in particular:

- a. for the carriage of a number of persons or weight of cargo which is higher than specified in the Car registration document - irrespective of whether such carriage is planned or exceptional;
  - b. for the carriage of persons or goods in the form of subrental;
  - c. to start or to haul other cars;
  - d. contrary to its intended use, including races, rallies and/or competitions;
  - e. where the Renter or other driver is under influence of alcohol, hallucinogens, drugs, barbiturates and/or other substances which reduce his consciousness and responsiveness;
  - f. contrary to the binding legal provisions
  - g. by a person other than the Renter, unless the person was previously accepted by the Rental Company and entered in a designated place on the first page of the present contract and/or is an Employee of the Rental Company. The minimum age of the driver shall be 21 and the driving licence valid since at least 1 year.
  - h. outside the territory of the country where the car was rented, without the written approval of the Rental Company;
  - i. in the geographical areas where use of the Car has been prohibited by the Rental Company.
- The Renter is obliged to park the Car in the attended car parks or other monitored places, not to leave the Car documents in the Car during parking, to close the vehicle when the driver leaves it and to use all security devices the Car is equipped with. Smoking in the car and carriage of the objects that may unfavourably influence its aesthetics is prohibited

### 6. Insurance.

The Rental Company warrants and represents that it has an insurance valid in the territory of the Republic of Poland and the countries of the European Union which are not subject to limitations regarding entry into in accordance with the provisions of the contract. According to the civil liability insurance policy the persons entitled to insurance shall only be persons using the Car with the consent of the Rental Company. Proof of civil liability insurance is attached to the Car documents. Departure outside the Republic of Poland shall be possible only after obtaining acceptance from the Rental Company and after the Renter buys, at his own expense, additional insurance valid in the territory of every country where the Car will be used. The Rental Company shall bear no responsibility for car failures outside the territory of the Republic of Poland. In the event of attempted departure outside the Republic of Poland, without written consent of the Rental Company, the Renter shall be obliged to pay a contractual penalty amounting to five times the amount of rent.

### 7. Accidents and thefts.

In case of accident or collision resulting from the fault of the other road user connected with vehicle damage, vehicle theft and/or damaging it in any other way, the Renter and/or other person driving a car is obliged, first of all, to notify this fact and its circumstances to the Rental Company and strictly follow the instructions of the latter.

If the Rental Company so advises:

- the police should be called to the scene and the Renter should demand that the police issues a report prepared.
- in case of theft of the Car or a part thereof the Renter shall be obliged to call the police and obtain a copy of a report confirming theft and submit it to the Rental Company.
- perform other activities, according to instructions.

In no event may the Renter accept claims of third parties. The Renter is obliged to give assistance to the Rental Company and/or the insurance company of the latter in all claims and/or lawsuits relating to the accident or damage, in particular by:

- a. provision of completed and confirmed accident notification form
- b. provision of complete data of participants in and witnesses to the accident and a complete description of the occurrence,
- c. not leaving the car not protected and/or not secured,
- d. in the event an accident or a damage was caused by a third party – taking any and all necessary actions intended to determine who is the offender and to secure the evidence that might contribute to determination of the offender's liability.

Where the Renter violates any of the above provisions, the Renter shall bear full liability for the damage caused to the Rental Company or to a third party.

### 8. Registered seat and competence of court.

The Contract shall be governed by the Polish law. Any disputes that may arise in connection with the Contract shall be settled by the court competent for the registered seat of the Rental Company. Any amendments to the Terms and Conditions shall be made only in writing under pain of nullity. The basis for settlement of disputes shall be the Polish version of the present regulations.

### 9. Damages and technical failures of the car.

In case of technical failure of the Car, the Renter shall be obliged to secure the Car and to immediately convey to the Rental Company any and all information on the condition of the Car and its stopping place. The Renter shall not be authorised to make any repairs in the Car without knowledge and consent of the Rental Company.

### 10. Tax Statements.

The Renter declares that he authorizes the Rental Company to issue VAT invoice without recipient's signature. He declares that he knows the Terms and Conditions and the valid rates for the present rental (tariffs and pricelists) as well as the scope of his possible liability for damages, accepts them and confirms that the above information are true.

### 11. Statement on personal data protection.

The Renter declares that he gives his consent to automatically process his personal data submitted to the Rental Company. The Renter gives his consent to enter his personal data into the database of the Rental Company and consents to their processing according to the Act of 29 August 1997 on personal data protection (Official Journal no 133 item 883) for marketing purposes. The Renter also gives his consent to convey his personal data to third parties, also abroad. The Renter is aware that the administrator of the personal data filing system into which his data were entered shall be the Rental Company. The Renter declares that he has been informed there is no statutory obligation to submit personal data and that he shall have the right to access his data and demand their supplementation, update, correction and temporary and/or permanent suspension of their processing or their removal.