

REGULATION OF THE RENTAL OFFICE OF MOTORCYCLES ABACUS Sp. z o.o.

I) General provisions:

1. The Regulation specifies the rules of the correct use of the motorcycle being the subject of the lease (later referred to „the Motorcycle“), the rights and obligations of the Lessee and the Lessor.
2. The Subject of the lease is a given specific model of a Motorcycle in the offer of the Lessor . The lease rent depends on the choice of the Motorcycle model.
3. The Motorcycle can be driven rented exclusively to the person who is at least 18 years of age, holding a valid driver's licence subject to the Polish Law, however :
 - a. In the case of the Motorcycle of the cylinder capacity not higher than 125 cm³ and the power not higher than 11 kW , it is necessary to hold the driver's licence category A1 or hold the driver's licence category B for at least 3 years.
 - b. In the case of the Motorcycle with the Power not exceeding 35 kW it is necessary to hold the driver's licence category A2,
 - c. In the case of other motorcycles it is necessary to hold the driver's licence category A.
- Verification of the driver's licence by the Lessor does not mean that the Lessor ensures the Lessee that He/she meets the legal requirements allowing to ride a Motorcycle.
4. The Lessee does not have the right to sublease , grant use of or give the Motorcycle to third persons without a prior written consent of the Lessor. If the Motorcycle has been made available to another person, the Lessee's obligation is to fairly inform this person on the content of the Regulation. The Lessee bears responsibility for all the actions, contrary to the lease rules, of the person to whom the Motorcycle has been handed.
5. The Lessor or other persons authorised by him/her, has the right to check the way of using the Motorcycle and its condition, and the documents of the Lessee connected with the aforementioned situation, while the Lessee is obliged to make such checking possible and make the said documents available.
6. Whenever the Regulations says about „the Fee indicated in the Table of Fees“ , it is a fee which the Lessee not being a consumer is liable to pay to the Lessor regardless of the fault of the Lessee and regardless of the loss of the Lessor and the amount of compensation received by the Lessor with regard to the insurance of the Motorcycle. The Lessor has the right to claim the supplemental damages against the Lessee if the administrative fee does not cover the loss in full. In the case of Lessees being a consumer, the fee indicated in the Table of Fees plays an informative function and is an approximate amount of the loss of the Lessor in a given accident. The Lessee being a consumer bears responsibility for the fault, subject to a wider responsibility provided for in the legal regulations. The Lessee not being a consumer is exempt from responsibility only by force majeure and the exclusive Lessor's fault.
7. It has not been stated otherwise, the Lessee is liable to pay for all the liabilities for the lease of the Motorcycle as non-cash payments making the payment onto the bank account of the Lessor of the number 76154011152111913142570001, kept by Bank Ochrony Środowiska S.A. with the head office in Warsaw Branch in Cracow ul. Kalwaryjska 63, 30-504 Cracow.

II) Basic obligations:

8. The Lessee of the Motorcycle is obliged to:
 - a) have on him/her valid documents required by the traffic control (the drivers' licence valid and recognised in the territory of the Republic of Poland qualifying to ride a Motorcycle, registration certificate, confirmation of having the OC –third party liability insurance cover),
 - b) secure the Motorcycle against theft (each time starting all the anti-theft devices made available by the Lessor or installed in the Motorcycle),
 - c) perform everyday Motorcycle care and maintenance at his/her own cost and effort, namely:
 - check and fill in operating fluids, namely: brake fluid, engine oil, coolant, screenwash,
 - check pressure in tyres and the condition of tyres,
 - check the operation of the direction indicators, low beams, brights,
 - keep the Motorcycle clean,
 - use fuels that conform to : the specificity of the engine provided for in the registration certificate and the documentation of the Motorcycle,
 - conform to the recommendations of the Motorcycle manufacturer indicated in the instructions manual of the Motorcycle.
 - check the tension of the chain and lubricate the chain regularly.
 9. The Lessee does not have the right to:
 - a) make modifications or other alterations in the Motorcycle contrary to the properties and intended use of the Motorcycle,
 - b) exceed the permissible load capacity of the Motorcycle,
 - c) perform other actions/works that can cause a damage to the Motorcycle,
- Performance Motorcycle riding, longer off road riding, unjustified exceeding of the engine speed, using the Vehicle in a way leading to excessive exploitation use of its components or tyres is prohibited.

III) Maintenance, inspections and repairs::

10. The Lessee is liable to control the mileage in order to check the obligation of performing warranty or non-warranty inspections according to the service and maintenance schedule of the Motorcycle and to control the validity of the technical inspections. The Lessee bears liability for not fulfilling the obligation of conforming to the dates of warranty or non-warranty inspections. Unless it has been stated otherwise in the contract, the Lessor does not bear liability for the losses incurred by the Lessee as a result of a breakdown, damage, accident or collision of the Vehicle, unless the loss has been caused by the Lessor out of an intentional fault..
11. In the case of a breakdown of the Motorcycle or necessity to perform a maintenance service the Lessee is liable to immediately inform the Lessor about it. In the case of a defect or damage of mechanical components of the Motorcycle , the continuation of riding without the consent of the Lessor is prohibited.
12. The Lessee does not have the right to commission any repairs, improvements, modifications or other maintenance and repair works in the Motorcycle without a prior written consent of the authorized representative of the Lessor. Such a consent can also be granted via electronic means (e-mail).
13. The Lessor's authorised representative is a Service Specialist, operating technical helpline tel. number.: **601-540-764**
14. Reporting the needs of the maintenance service can be done orally (by phone or in person) with providing the justification (a breakdown, necessity of performing a review, and others). The person mentioned in item 13 should be informed about the reported situation. The representative analyses the report and manages the process of the maintenance (repairs) of the Vehicle, referring to a proper service station and commissioning direct works that should be performed.
15. Inspections and repairs should be performed exclusively in mechanical and bodywork-lacquer stations, indicated by the authorized representative of the Lessor in Poland. The Lessee does not have the right to perform the scheduled maintenance of the Motorcycle abroad..
16. The Lessee does not have the right to sign invoices for the work performed as a 'person authorised to receive an invoice' and to submit declarations of will on behalf of the Lessor.
17. The Lessee is liable to make sure, assuming due diligence, that all the works commissioned have been reliably performed and sign the acceptance protocol of the Motorcycle from the service station. The Lessee is also liable to ensure that all the data required by the guarantor related to the warranty or non-warranty inspections of the motorcycle have been registered in the technical documentation of the Motorcycle.
18. The Lessee is responsible against the Lessor for damaging the Vehicle, unless the damaging of the Vehicle has been done without the Lessee's fault. In particular, the Lessee bears responsibility for damaging the Motorcycle that results from the lack of oil in the engine, the lack of oil in the gearbox, the lack of brake fluid, having improper pressure in tyres, exceeding the permissible load capacity, ignoring the chain condition, using the Motorcycle contrary to its intended use, the instruction manual and the binding regulations and rules of using and operating motor vehicles and their components. The Lessee is responsible for excessive use of the treads of the tyres that indicate the violence of the Motorcycle operation rules resulting from this regulation.
19. The manufacturer's or the insurance company's assistance of the Motorcycle does not make the Lessee exempt from the obligations mentioned above..

IV) Damage, accident, theft to the Motorcycle – procedure:

20. In the case of a road accident/collision/theft of the Motorcycle, the Lessee is liable to call the Police each time and ensure that the protocol from the scene of the accident is made. Subject to the individual Lessor's consent his obligation can be skipped in the case of minor claims settled subject to the auto-casco policy.
21. In the case of the Motorcycle damage, in particular as a result of a road accident, collision and theft to the Motorcycle , the Lessee is liable to:
 - immediately inform the authorised representative of the Lessor (the person mentioned in item 13),
 - immediately report the damages to the insurer (within the time limits specified in the general terms and conditions of AC insurance or within 3 working days in the case of the damages compensated for subject to the perpetrator's OC –third party policy.
 - proceed strictly according to the instruction of the authorised representative of the Lessor.
22. The Lessee , after reporting a road accident, a collision or theft of the Motorcycle, is authorized to report to the Lessor about willingness to use the AC policy. The Lessor manages the procedure connected with settling the motor insurance claims, but it can also be dealt with only with the active participation of the Lessee or the then Motorcycle user. In relation with using the Autocasco policy by the Lessee, the Lessee is liable to pay the fee indicated in the price list.
23. The Lessee mustn't make repairs to the damaged Motorcycle at his/her own.

V) Other provisions:

24. The Lessee is liable to return the Motorcycle to the place agreed by the parties after the termination of the lease. The return of the Motorcycle in a place other than the agreed upon concluding the lease contract is permissible after the agreement with the Lessor after paying the fee indicated in the Table of Fees..
25. The intention to prolong the period of the lease of the Motorcycle must be reported at least 12 hours before the period of the lease expires. The prolongation of the lease period by at least 24 hours requires a written agreement with the Lessor, concluded in the head office of the Lessor. Not reporting the intention to prolong the lease of the Motorcycle and not returning the Motorcycle within 24 hours of the moment of the termination of the lease is regarded as misappropriation of the Motorcycle and reported to the police. In the case of a delay in returning the motorcycle, the Lessee is liable to pay the Fee indicated in the Table of Fees. In the case of the lack of timely return of the Motorcycle , the Lessor is authorized to receive the Vehicle, the policy and other documents of the handed to the Lessee- and charge the Lessee with full costs incurred in connection with it. The Lessee acknowledges that the Motorcycle can have a device that allows to establish the location of the Motorcycle and to block the starter of the Motorcycle when He Lessee loses the right to use the Motorcycle.
26. The Lessee is liable to return the Motorcycle with the same quantity of fuel which he/she had upon receiving the Vehicle. If there are lacks of fuel the Lessee pays the Fee indicated in the Table of Fees.
27. After returning or replacing the Motorcycle, The Lessor has the right to charge the Lessee with the following costs:
 - a) supplement the equipment of the Motorcycle or its parts described in the protocol of transfer/receipt of the Motorcycle and the compensation for the beyond normal tear and wear of the Motorcycle (including also the upholstery, rims),
 - b) repair the defects of the motorcycle caused by improper use of the Motorcycle and the Lessee's negligence for which the insurer does not bear responsibility subject to the AC insurance contract,
 - c) restore the Motorcycle to the condition corresponding to the normal tear and wear.

d) repair and replace the tyres of the Motorcycle if it is stated that the use of the tread is inadequate to the period of using the Motorcycle according to the principles resulting from this Regulation.

28. In the cases specified in item 27, the amount of the damages is specified on the basis of the calculation of the repair made by the entity that is an authorized dealer or on the basis of a VAT invoice confirming the costs of eliminating the damage or supplementing the equipment of the Motorcycle. In the case of the calculation of a repair, the system Audatex will be used to specify the costs of the repair, and in the case of necessity of purchasing parts, currently binding pricelists of the dealer's parts will be applicable.

29. The Lessee is not responsible for operating damage of the Motorcycle. In the Protocol of Receipt of the only damage of the Motorcycle indicated is other than the operating one. The Lessee is authorized to report reservations to the Protocol of the Receipt of in the case of questioning the types of damage indicated in the protocol of the Receipt of the motorcycle.

30. The Lessor, if the motorcycle is immobilised for the period longer than 24 hours, if possible will provide the Lessee with a replacement vehicle. A replacement vehicle is a motorcycle with the parameters possibly the closest to the the Motorcycle being the subject of the lease. If there is no possibility to make the motorcycle available, the Lessor will try to provide a replacement car, however, a replacement car can only be a vehicle of Class A or B. Making the replacement vehicle available will not be possible if:

a) at least one of the situations happens: the loss of the registration certificate, insurance policy, keys to the Motorcycle, registration plate(s),

b) immobilisation of the Motorcycle outside the territory of the Republic of Poland, however, in the case of consumers- item a) is not applicable.

31. The Lessee is liable to return the replacement vehicle immediately after receiving the Motorcycle, but not later than the following day after receiving the information on the possibility to receive the Motorcycle.

32. In the case when the Lessee loses the registration certificate or the insurance policy or the keys or the registration plate(s) of the Motorcycle the lease continues and the Lessor undertakes to immediately restore the missing element.

33. In the case of losing the keys to the Motorcycle, the Lessee is liable to immediately secure the Motorcycle against theft and to immediately notify the authorized dealer of the Lessor about the loss of the keys and proceed according to the instructions

34. The Motorcycle has the full OC –third party and Autocasco cover that exempt the Lessee and the motorcycle user from responsibility in the case of a collision and theft within the scope of the standard terms and conditions, except for the exclusions resulting from the general terms and conditions of insuring the vehicles, in particular:

a) deliberate damage of the Motorcycle,

b) damaging during driving the Motorcycle after drinking alcohol, being drunk, after taking drugs or psychotropic drugs and without a valid driver's licence necessary because of the specificity of the Motorcycle,

c) in the case when a driver flees from the scene,

d) theft of the Motorcycle in the case when the Motorcycle has not been properly secured against the theft, excluding the case of robbery according to the provisions of the general terms and conditions of the insurance contracts,

e) of the Motorcycle in which all the installed, or made available by the Lessor, anti-theft devices have not been started,

f) other damage if it has not been covered in the scope of insurance or has not been paid by the insurer or the perpetrator of the loss,,

g) other cases resulting from the general terms and conditions of the insurance contracts and the legal regulations.

35. The Lessee is liable to read the provisions of the policy, the general terms and conditions of the insurance contracts of the vehicle and changes to the general terms and conditions of the insurance contracts of the vehicle and conform to the provisions included in them under pain of responsibility for the damage caused. The binding general terms and conditions of the insurance contracts are published on websites of the insurance companies. The Lessor makes the general terms and conditions of the insurance contracts available to the Lessee upon concluding the lease contract and at any time in the branch of the Lessor. Policies renewed are delivered by the Lessor to the head office of the Lessee at the address indicated for deliveries. The Lessor declares that the Motorcycle has the anti-theft security required by the insurer.

36. The Lessee acknowledges that the condition to pay the damages by the insurer is to report the damage by the Motorcycle user within the time specified by the insurer. The Lessee undertakes to ensure that in the case of the motor insurance claim or another loss included in the scope of risk covered by the OC –third party or Autocasco insurance of the perpetrator of the damage, the Motorcycle user in agreement with the Lessor has reported the loss to the insurer, signed proper declarations required in the procedure of settling the claims, provided the documents indicated by the insurer and met other requirements specified by the insurer.

37. The Motorcycle movement outside the territory of the Republic of Poland is permitted according to the following principles:

a) to all the member states of the European Union under the condition of being granted a written consent from the Lessor at the request of the Lessee and after making a proper payment according to the current pricelist placed at the website of the Lessor,

b) to other countries In Europe under the condition ::

- that this is in compliance with the territorial scope of the AC policy coverage,

- of being granted an individual written consent of the Lessor at the request of the Lessee,

- of providing a planned period of stay abroad,

- after making a proper payment according to the current pricelist placed at the website of the Lessor and making a possible payment of a fee related with the necessity to purchase an additional insurance (AC extension, Green Card, etc.)

38. In the case of driving the vehicles beyond the country borders, the scope of services rendered by the Lessor is limited, and the quality of support depends on the specificity of a given region

39. During the lease period the Lessor will be liable to repair the partial losses to the Motorcycle cause a threat to the safety of the Motorcycle users or third persons..

40. The Lessee is liable to cover administrative fees related with using the Motorcycle by the Lessee and imposed onto the Lessor, in particular this regards the payments for parking the vehicle in the paid parking zones and additional payments for not paying fees for parking.

Reproduction of the lost registration certificate, insurance policy, registration plate	PLN 369
Replacement of keys, lock and key-switch caused as a result of the key loss	According to the authorized service evaluation + PLN 50
Removal part of the equipment of the vehicle or making other modifications or alternations without the Lessor's consent	PLN 500
Replacement of the tyres caused by the improper operations of the Motorcycle	According to the authorized service evaluation + PLN 200
Each day when the Motorcycle is parked longer than the lease period caused by the recovery of the aforementioned situations	PLN 120
Granting the written information at the request of the law enforcement authorities and authorities of administration on the user of the vehicle in which an offence has been committed	PLN 40
Delay in returning the motorcycle	Three-fold daily rate of the lease rent In the gross amount for each day (24 hs) of delay
Filling in the missing level of fuel	Actual cost + PLN 50
Administrative fee for settling the motor insurance claim subject to Autocasco policy	Motocycle up to 125cm3 – PLN 1 000 Motocycle from 125cm3 to 700cm3 – PLN 1 500 Motocycle from 701cm3 to 1000cm3 – PLN 2 000 Motocycle above 1000cm3 – PLN 3 000
Administrative fee for settling the total loss claims or the claims for theft subject to the Autocasco policy	Motocycle up to 125cm3 – PLN 1 000 Motocycle from 125cm3 to 700cm3 – PLN 1 500 Motocycle from 701cm3 to 1000cm3 – PLN 2 000 Motocycle above 1000cm3 – PLN 3 000
Lack of informing the Lessor on the necessity to perform a warranty or non-warranty inspection	PLN 4 000
Lack of informing the Lessor on the necessity to perform technical inspections	PLN 400
Ma king the motorcycle available to the person that is not authorised by the Lessor	PLN 4 000
Unauthorised movement of the vehicle abroad.	PLN 2 000
Permission to go beyond the borders of Poland (countries mentioned in the regulation)	PLN 100

For Abacus Sp. z o.o.

I declare that I have read the content of the Regulation

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handwritten legible signature