

I) General terms and conditions:

1. These regulations define standards of the proper use of rented vehicles and the related obligations of the Hirer/Mandator, the vehicle keeper.
2. If the keeper of the rented vehicle is a person different than the Hirer/Mandator, the Hirer/Mandator shall give the keeper true and fair information on the contents of these Regulations and shall ensure that he/she receives a confirmation in which the keeper certifies that he/she has read the herein terms and conditions.
3. Improper use of the vehicle/vehicles rented to the Hirer/Mandator shall authorise the Owner/Contractor to make claims against the Hirer/Mandator.
4. Only a person who has a valid driving license as defined by the Polish law is authorised to drive any vehicle subject to the Car Rental/Service Agreement.
5. The Hirer/Mandator shall not sublease, grant use of or yield the rented vehicles to any third person pursuant to any legal relationships unless he/she receives a prior written consent of the Owner/Contractor. This limitation does not apply to the Hirer's/Mandator's employees (including permanent associates - agents) or to the members of the immediate families of the Hirer's/Mandator's employees (including members of the immediate families of permanent associates).
6. The Hirer/Mandator shall ensure that the terms and conditions of this Agreement related to the Hirer's/Mandator's obligations and to the rules of acting in the event of an accident or the vehicle's malfunction be observed also by the persons authorised by the Hirer/Mandator to drive the vehicles, otherwise he/she shall be personally liable for any damages accrued by the Owner/Contractor.
7. During the Hirer's working hours, the Owner or any persons authorised by him/her shall have the right to monitor and control the manner of using the rented vehicle, the condition of the rented vehicle, and the documents of the Hirer related to the said circumstances, and the Hirer shall be obliged to make this control or monitoring possible and to make the required documents available to the controller.

II) Basic responsibilities:

8. The Hirer/Mandator/Keeper of the vehicle is obliged to:
 - a) have on himself/herself valid documents required during a road check (a valid driving license, vehicle registration document, motor third party liability (MTPL) insurance, all of which must be acceptable on the territory of the Republic of Poland)
 - b) protect the vehicle against theft (locking the vehicle each time it is left unattended and powering on all available anti-theft devices),
 - c) perform daily maintenance of the vehicle at his/her own expense and through his/her own efforts:
 - check the level of and refill the brake fluid, motor oil, coolant, windshield wiper fluid,
 - check the tyre pressure and the condition of the tyres,
 - check if the signalling lights, passing beam headlights and driving beam headlights are operational,
 - keep the vehicle appropriately clean,
 - use the type of fuel appropriate for the rented vehicle as detailed in the vehicle's documentation, vehicle registration document, and in the technical documentation of the vehicle.
9. The Hirer/Mandator/Keeper is not entitled to:
 - a) tow other vehicles using the rented vehicle,
 - b) make any alterations to the rented vehicle or implement any changes contradictory to its properties and/or intended purpose,
 - c) carry passengers, goods or materials in excess of the rated weight carrying capacity,
 - d) smoke tobacco inside the rented vehicle.

III) Servicing, technical check-ups and repairs:

10. The Hirer/Mandator/Keeper shall monitor the odometer reading in order to make sure the obligation of having the warranty and post-warranty inspection performed according to the vehicle servicing schedule is complied with and to ensure that the scheduled current technical MOT test be performed in a timely manner. The Hirer/Mandator/Keeper shall be fully liable for any vehicle's malfunction and/or any loss of warranty that will result from the failure to observe the dates of warranty and post-warranty inspections. In such an event the Contractor shall be entitled to charge the Mandator with the costs incurred due to the lost warranty and to charge the additional fee pursuant to the *Fee chart*. Subject to any terms and conditions of the Vehicle Rental Agreement to the contrary, the Contractor excludes any liability for damages incurred by the Hirer due to the vehicle's malfunction, damage, accident and/or collision, unless the said damage was caused by the Contractor's intentional fault.
11. In the event of the vehicle's malfunction and/or the necessity to have servicing performed on the vehicle, the Hirer/Mandator/Keeper shall be obliged to promptly notify the Contractor about such a condition. If the defect may pose a threat to road safety or result in the further damage of the vehicle, any continuation of the driving is strictly forbidden until the defect has been removed.
12. Check-ups and repairs shall be performed exclusively at servicing centres as well as panel and paint shops located on the territory of Poland and designated by the Contractor. The Mandator is not authorised to have the scheduled servicing of the vehicles performed outside the territory of Poland.
13. The Hirer/Mandator/Keeper is not authorized to have any repairs, corrections, alterations, check-ups or any other repair and servicing activities performed on the rented vehicles at the expense of the Contractor without the prior written consent of the Owner's/Contractor's authorised representative. Such a consent may also be issued in an electronic form (via e-mail).
14. Technical Advisor who operates the telephone "Hot Line" at **601-540-764** acts as the Owner's/Contractor's authorised representative.
15. The necessity of servicing the rented vehicle shall be reported in an oral form (via telephone or personally), and this information shall include the reason for such a need (including malfunction, call for technical check-up etc.). The call for servicing the rented vehicle shall be directed to the person described in clause 14. The Advisor shall analyse the reported call for servicing and manage the process of servicing (repairing) the rented vehicle, directing the vehicle to the selected servicing centre and directly commissioning the performance of the required works.
16. The Hirer/Mandator/Keeper is not authorised to sign any invoices for the performed works as "the person authorised to receive the invoice" or to make any representations on behalf of the Owner/Contractor.
17. The Hirer/Mandator/Keeper shall make every effort to make sure that all the commissioned works have been performed with due diligence, and is obliged to sign the serviced vehicle acceptance certificate.
18. The Owner/Contractor reserves the right to charge the Hirer/Mandator with the costs of the repairs of a defective vehicle if he/she finds that the malfunction was caused due to the Hirer's/Mandator's fault or was caused as a result of gross negligence (including, but not limited to, shortage of motor oil in the engine, shortage of gearbox oil, shortage of brake fluid, inadequate tyre pressure, exceeded rated weight carrying capacity, using the vehicle for other than intended use, using the vehicle in a manner other than described in the operating manual, using the vehicle in breach of the applicable regulations and rules for using and operating motor vehicles and their component parts).
19. Exercising the roadside assistance insurance provided by the vehicle's manufacturer or by the applicable insurance company shall not free the Hirer/Mandator/Keeper from the hereinabove obligations.

IV) Vehicle damage, accident, burglary, vehicle theft - procedure:

20. In the event of a road accident/collision/vehicle theft, the Hirer/Mandator/Keeper of the vehicle shall call the police and make sure the official report from the accident scene is made. The Owner/Contractor may, at his/her sole option, free the Hirer/Mandator/Keeper from this obligation in the event of minor claims covered by Auto Casco (MOD) insurance.
21. The Hirer/Mandator/Keeper is obliged to:
 - immediately notify the Contractor (the authorised person as defined in clause 14),
 - immediately report the claim to the applicable insurance company (within the time defined in the general terms and conditions of Auto Casco (MOD) insurance or, in the event of the claim covered by the MTPL insurance of the person who caused the accident, within 3 working days),
 - proceed strictly according to the Advisor's instructions.
22. Although it is the Owner/Contractor who manages the proceedings related to settling the motor insurance claims, these proceedings can be effectively followed only with active participation of the vehicle's Hirer/Mandator/Keeper. The Mandator is strictly forbidden to repair the vehicle which was damaged in a collision on his/her own.
23. The Hirer/Mandator/Keeper shall return the replacement vehicle immediately, but not later than on the day following the day he/she was notified about the fact that the rented vehicle had been successfully repaired.
24. Should the Hirer breach his/her obligations under these Regulations, the Owner shall be entitled to claim the contractual penalty and, if the loss incurred by the Owner exceeds the contractual penalty, to demand supplemental damages. The most common types of charges are listed in the *Fee chart*.
25. Any disputes arising out of the executed Vehicle Rental Agreement shall be settled by the court competent for the registered office of the Owner.

V) Other terms and conditions:

26. After the Vehicle Rental Agreement has ended, the Hirer shall return the vehicle to the place designated by the Owner in the designated time. If the vehicle is returned to a location which is different than it was agreed on at the time the rental started, the Owner is entitled to charge the Hirer with the costs of transporting the vehicle to the location originally agreed on by the Parties.
27. The Hirer shall report his/her intention to prolong the vehicle rental period not later than 12 hours before the original deadline for the return of the vehicle. Prolonging the rental period for 24 hours requires additional arrangement and the appropriate amendment for the Vehicle Rental Agreement shall be executed at the Owner's registered office. Failure to report the intention of prolonging the rental period in due time and/or to return the car within 24 hours from the date the Vehicle Rental Agreement was terminated shall be treated as appropriating the car and reported to the police. If the car is not returned in due time, the Hirer is obliged to pay a contractual penalty as detailed in the *Fee chart* for each 24 hours of the delay in returning the car. If the car is not returned in due time, the Owner is entitled to collect the car, car keys insurance policy, vehicle documents from the Hirer and to charge the Hirer with full costs accrued in relation to collecting the car.
28. The Hirer shall return the car with the same amount of fuel he/she received with the rented car. The Hirer shall pay additional fees applicable on the date the car is returned for any differences in the amount of fuel which the Owner has to refill.
29. The Owner reserves the right to charge the Hirer with the following costs within 60 days after the rented car was returned or after the vehicles used by the Hirer were replaced:
 - a) the costs of removing defects related to missing accessories and/or the missing vehicle parts described in the Vehicle Transfer Protocol and to charge the Hirer with compensation for excessive wear and tear of the interior and/or exterior of the vehicle (including, but not limited to, missing hubcaps, upholstery and plastic parts of the vehicle which have been damaged to the extent that exceeds normal wear and tear, damaged tyres),

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- b) the costs of repairing defects which result from the improper use of the vehicle or from the Hirer's negligence and which do not result from the risks covered by the insurance policy (including, but not limited to, damaged mirrors, cracked headlights, minor damages to the vehicle body parts),
- c) the costs of actual losses which, when they appeared, were not reported to the insurance company as detailed in the general terms and conditions of insurance agreements (in case of the Auto Casco (MOD) insurance) or in a situation when the insurance company in which the rented vehicle was insured fails to cover the damages even though the claim was reported to the insurance company and despite the Owner's best efforts.
- d) the costs of rectifying other damages and costs of restoring the rented vehicle to the condition which would be appropriate for its normal wear and tear (including, but not limited to, removing any markings/company labels from the vehicle, restoring the body paint to its original condition),
30. In the cases listed in clause 29, the amount of compensation shall be calculated on the basis of the calculation of the repair costs prepared by an authorised dealer. The repair costs shall be based on the data from the Audatex system and, in case any component parts will have to be purchased, their price shall be based on the dealer's price lists. The Owner shall not be obliged to document his/her losses with cost invoices.
31. The Hirer shall not be liable for the damages resulting from normal use of the rented vehicle, namely: minor stone chip damage of the body paint on the bonnet and front bumper, extremely slight and very shallow dents on the car body which occurred when opening the car doors, provided that they are not longer than 1 cm, discolorations and dimming caused by weather conditions, damage to the surface of the headlights, fog lamps or indicators which did not result in the cracking of glass or the transparent casing and which do not limit their functionality, car seat upholstery unless it is damaged mechanically, the headliner with signs of abrasion or scratches unless its fabric is torn, a worn steering wheel unless it is cracked or torn.
32. In case the rented vehicle is immobilized for more than 24 hours, the Owner, to the extent possible, shall provide the Hirer with a replacement car. To the extent possible, the replacement car shall represent the standard corresponding to the rented vehicle's standard. The replacement car that is to be provided to the extent possible, shall not be provided in case of the following:
- a) at least one of the following events occurs: loss of the vehicle registration document, loss of the insurance policy, loss of the car keys, loss of the licence plate(s);
- b) the rented vehicle is immobilized outside the territory of the Republic of Poland.
33. In case the Hirer loses the vehicle registration document, the insurance policy, the car keys, and/or the licence plate(s), the Vehicle Rental Agreement shall remain in force and the Owner shall have the missing element replaced without undue delay.
34. The vehicles are fully covered by the Motor Third Party Liability (MTPL) insurance and Auto Casco (MOD) insurance, which free the Hirer and the vehicle's user from the liability in case of a collision and/or theft under standard conditions, subject to the exclusions resulting from general terms and conditions of the vehicle insurance, including, but not limited to:
- a) damaging the car intentionally,
- b) damaging the car while driving under the influence of alcohol, while intoxicated, after taking drugs or psychoactive substances, or while driving without a valid driving licence,
- c) the situation in which the driver escaped from the site of the collision,
- d) the theft during which the car keys or vehicle documents were stolen as well, with the exclusion of mugging, as detailed in the general terms and conditions of the insurance,
- e) a theft of a car in which not all anti-theft devices installed in the vehicle had been activated
- f) other damage, provided that its repair was not covered from the damages paid by the insurance company or by the party that caused the damage,
- g) other special cases pursuant to general terms and conditions of [vehicle insurance] agreements and to the civil law.
35. The Hirer is obliged to read the provisions of the insurance policy, general terms and conditions of vehicle insurance agreements, and amendments to general terms and conditions of vehicle insurance agreements and to observe provisions of the said documents under pain of liability for the damage that he/she caused. The general terms and conditions of insurance agreements in force are published at the websites of insurance companies. Updated insurance policies shall be delivered by the Owner to the Hirer's registered office at their service address.
36. At the Owner's care, the vehicles for rent are equipped with the anti-theft devices required by the insurance company.
37. The Hirer hereby undertakes to ensure that, in the event of a motor insurance claim or any other claim covered by the MTPL insurance of the party that caused the damage or by the MOD insurance, the user of the vehicle, acting in concert with the Contractor, reports the claim to the insurance company and signs the applicable statements required during the procedure of the claim adjustment. The Hirer shall ensure active participation of the vehicle's user in the procedure of the claim adjustment conducted by the Owner, otherwise, in case the Hirer fails to fulfil the hereinabove obligations, the Owner shall be entitled to charge the Hirer with the costs of restoring the vehicle to the previous condition and to pay the adequate compensation.
38. It is possible to use the rented vehicle outside the territory of the Republic of Poland, provided the following rules are observed:
- a) the rented vehicle can be used on the territory of the EU countries, provided that the Hirer is granted a written consent of the Owner issued at the Hirer's request and that the Hirer pays the applicable fee pursuant to the price list currently in force which is published at the Owner's website,
- b) the rented vehicle can be used on the territory of the remaining European countries, provided the following conditions are fulfilled:
- the countries in which the rented vehicle is used belong to the range of countries covered by the Auto Casco (MOD) insurance,
 - the Hirer is granted an individual consent of the Owner issued at the Hirer's request,
 - the Owner is notified about the dates of the planned period of the foreign trip,
 - the applicable fee is paid pursuant to the price list currently in force which is published at the Owner's website and a charge related to the necessity of purchasing additional insurance (including, but not limited to, the extension of the Auto Casco (MOD) insurance, Green Card) is paid.
39. The Hirer acknowledges that in case of foreign trips, the range of services performed by the Owner is limited and the quality of assistance depends on the characteristics of the region in question.
40. During the time the Vehicle Rental Agreement is in force, the Owner shall be obliged to repair partial damage to the vehicle only if the said damage constitutes a threat to the safety of the vehicle's users or third parties.

FEE CHART:

Vehicle preparation fee	50 PLN
Waiving the administration fee for damages	20 PLN /24 hours
Replacing a lost registration document, insurance policy, licence plate or windshield registration sticker	300 PLN
Each day when the vehicle is immobilized outside the rental period, which resulted from the necessity to replace the lost items listed in point 3	100 PLN
Replacing technical documents (Vehicle Servicing Register Book, Warranty Book, Instruction Manual)	200 PLN
Providing written information at the request of law enforcement authorities and administration authorities about the user of the vehicle in which an offence was committed	30 PLN
Replacing a missing non-original/original hubcap	40 PLN / 100 PLN
Delay in returning the rented vehicle	Three times the daily rental fee for each day of the delay – contractual penalty
Replacement of the radio panel	350 PLN
Refilling the missing fuel	Actual cost + 50 PLN
Notice to pay (prompt note)	50 PLN
Administration fee for a normal loss claim	1000 PLN (unless decided otherwise)
Administration fee for a total loss claim or theft claim	2000 PLN (unless decided otherwise)
Uninstalling parts of vehicle accessories or implementing changes or making other alterations without the Owner's consent	contractual penalty of 200 PLN
Loss of the vehicle warranty by fault of the Hirer (the rented vehicle driver)	contractual penalty of 3000 PLN
Failure to have the scheduled check-up performed on time	contractual penalty of 400 PLN
Smoking inside the vehicle	contractual penalty of 300 PLN
Towing other vehicles with a rented vehicle	contractual penalty of 300 PLN
Providing access to the vehicle to a person unqualified to drive the vehicle	contractual penalty of 500 PLN
Illegitimate relocation of the vehicle outside the borders of Europe or to countries which are not covered by the required insurance	contractual penalty of 500 PLN

I hereby certify that I have read the hereinabove terms and conditions of the Regulations

Lukasz Gawroński
Dyrektor

The Hirer's Legible Signature