GENERAL TERMS AND CONDITIONS OF VEHICLE RENTAL CONTRACT

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Car Rental (hereinafter referred to as the "GTCs") define the detailed terms and conditions of vehicle rental Contracts/Contract (hereinafter referred to as the "Contracts") concluded by CAR NET Polska Sp. z o.o. with its registered office in Kalisz ("Renter"), at ul. Podmiejska 4, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań- Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS No. 0000385782, Tax ID (NIP) No.: 6182134091. The Renter may be contacted quickly and efficiently at the indicated telephone number: +48 601 803 803, and via e-mail: kontakt@carnet.pl. These GGT&Cs can be downloaded from the website at www.carnet.pl/ownp
2. The Contract consists of the document "Rental Contract " with appendices and GGT&Cs representing an integral part of the Contract, as well as any appendices and arrangements to the Contract. To the extent not regulated by the Contract, the provisions of Polish law, in particular the Civil Code, shall apply.
3. The subject of rental contract is a passenger car, a VAN (a car used to transport up to 9 persons including the driver), or a delivery vehicle, to which the Renter holds the legal title, described in detail in the Rental Contract (hereinafter the "vehicle").
4. The Renter shall be liable to the Rentee for defects in the vehicle in accordance with the provisions of the Civil Code.
5. The Rentee is the person who has entered into the Contract with the Renter.
6. The user of the vehicle (i.e., the driver of the vehicle) may be the Rentee himself or another person indicated in the Rental Contract as the user. Without the consent of the Renter, the vehicle may not be used (as a driver) by other persons not referred to in the Contract.
7. The Rentee, who is an individual, should indicate before entering into the Contract whether he/she is entering into it in the context of his/her business or professional activity or as a consumer. Documents relating to the rental will be issued in accordance with the Rentee's declaration, and changes to this extent represent an amendment to the Contract and require the consent of both Parties. Such changes may be combined with a change in the terms and conditions of the rent. The Rentee, who is a consumer, may not, in particular, request after the return of the vehicle that payment documents be issued for his/her economic or professional activity.
8. The Rentee of the vehicle can become:
   1.1. a natural person who fulfils all of the following conditions:
      1.1.1. at least 21 years of age - the above restriction does not apply to rentals with third-party liability and those carried out on behalf of assistance companies;
      1.1.2. has a valid identity card/passport and holds a driving licence authorising the use of vehicles in the Republic of Poland;
      1.1.3. is registered with CEIDG (Central Business Activity Register and Information System) - if it concludes the rental contract in the scope of its business activity (does not apply to consumers);
   1.2. a legal person (or an organisational unit as referred to in Article 33^1 of the Civil Code) whose representative (User) concludes the Contract on behalf of that person:
      1.1.1. provide evidence of his/her authority to conclude the tenancy agreement (e.g. a power of attorney) - if this authority is not apparent from an extract from the National Court Register;
      1.1.2. over 21 years of age - the above restriction does not apply to rentals with third-party liability and those carried out on behalf of assistance companies;
      1.1.3. present a valid identity card/passport and hold a driving licence with an authorisation to drive vehicles in the Republic of Poland.

   If the User is to be someone other than the Rentee himself, the User must also fulfil the requirements referred to in this section.
9. The person handing over the vehicle may make the vehicle handover contingent on proof of the power of attorney granted to the user as well as the fulfilment of the requirements set forth in the Section 8 (by presenting the documents referred to therein).
10. A GPS transmitter is installed in the vehicle. The Renter collects information from this transmitter on an automatic and continuous basis, but will only use this information, including analysis, to ensure the security of CAR NET's property by monitoring the vehicle for actual or potential loss or theft, or to identify the vehicle's departure outside the agreed boundaries in the Contract. For more information, please refer to the information clause attached to the GGT&Cs or provided by CAR NET to you.
11. If the vehicle is to be used by a User who is not the Rentee, the Rentee should inform the User of the rules for using the vehicle in accordance with the GGT&Cs.
12. The provisions of the GGT&Cs regarding e-mail or e-mail address do not apply to the Rentee or any other person who does not have an e-mail address. The information or documents will be dispatched then by post.
13. Please be advised that pursuant to Article 38(1)(12) and Article 7aa of the Act of 30 May 2014. on consumer rights, the right to withdraw from an agreement concluded off-site or at a distance does not apply to the Rentee who is a consumer or a natural person entering into the Contract directly related to his/her business activity, when the content of the Contract indicates that it is not of a professional nature for that person, resulting in particular from the subject of his/her business activity, made available on the grounds of the provisions on the Central Business Activity Register and Information System , with regard to inter alia the car rental contracts, if the contract specifies the day or the period of service delivery.

II. RENTAL CONTRACT

14. The Contract is concluded by the Parties prior to the handover of the Vehicle in electronic form using a tablet or by entering an individual code into the key-issuing device ("key dispenser") in accordance with point 15, and if this is not possible, in writing. Prior to concluding the Contract, the Lessor shall enable the Rentee or the User acting on their behalf to thoroughly review the Rental Contract, these General Terms and Conditions, and the protocol, as well as other rental documents, if required. In the case of an Contract concluded in accordance with point 15, these documents shall be made available to the Rentee in advance via the email address provided by the Rentee, allowing the Rentee to review the rental terms in detail before entering the individual code.
15. The Renter may enable the conclusion of the rental Contract by entering a unique code provided to the Rentee into the key dispenser to retrieve the keys to the Vehicle. Entering the individual code constitutes confirmation that the Rentee has reviewed the previously provided rental documents, accepts them, and enters into the Rental Contract under the terms set forth in those documents. Collecting the keys from the key dispenser constitutes the delivery of the Vehicle to the Rentee. The Rentee is obligated to keep the code confidential and not to disclose it to third parties. A person to whom the Rentee has provided an individual code and who has used it to collect the keys to the Vehicle is considered to be acting on behalf of the Rentee. The Rentee is liable for the acts or omissions of such a person to whom the code was provided, as if they were the Rentee's own acts.
16. Once the Contract has been concluded, the complete set of approved rental documents is sent to the Rentee e-mail address specified in the Contract. If the Contract is concluded via a key dispenser, the documents include additional information confirming the conclusion of the Contract through the collection of the Vehicle keys using an individual code.
17. The Rentee rents the vehicle for the duration referred to in the Contract. The rental term may be changed according to the rules stipulated in Chapter II or Chapter III. In the event of inconsistency between the aforementioned dates and the vehicle handover certificate, the rental term shall be determined on the grounds of the dates of actual collection and return indicated in the vehicle handover certificate.
18. In the event of a desire to extend the period of use of the vehicle indicated in the Contract, or to order additional services during the term of the Contract, the Rentee is obliged to contact the Renter via telephone at +48 601 803 803 or via e-mail at: kontakt@carnet.pl providing the rental data (Booking ID number found on the Contract) and indicating the new term of rental for which it would be extended or the new additional services.

19. Contact should be made not later than 24 hours before the end of the rental term. The Renter has the right to refuse to accept an extension of the rental if the Rentee or User fails to comply with the indicated deadline and the form required for the extension.
20. In response to the above, the Renter will send the Rentee an offer to extend the rental term, or an offer concerning new services, to the e-mail address indicated in the Contract, containing details of the Contract amendment together with a link to payment, or the Renter will agree with the Rentee another form of payment for services. An additional permissible form of agreeing an extension of the rental term and additional services is via a telephone contact established by the Customer Service Department with the Rentee. The Rentee's payment of the entire amount due indicated in the message sent or agreed by telephone within the time indicated by the Renter is tantamount to acceptance of the changed terms of the Contract by the Rentee. Lack of payment within the designated period means that the Contract is not extended or new services are not ordered, and the Rentee is obliged to return the vehicle within the original deadline. The Renter has the right to refuse to extend the rental if:
    1.1. The rented vehicle will not be available due to a scheduled service appointment, withdrawal from use, or another scheduled rental;
    1.2. The Rentee or User fails to meet the specified deadline and form required for the extension.
21. Shortening the rental term requires the Renter's consent. Consent may be expressed in the form of an e-mail message or established by telephone by contacting CAR NET Customer Service.
22. The Renter shall have the right to terminate the Contract with the Rentee immediately without notice in the event that:
    1.1. there are circumstances justifying the suspicion of theft or misappropriation of the hired vehicle;
    1.2. there are circumstances giving rise to a suspicion that the Rentee has provided, at the conclusion of or during the performance of the Contract, false data;
    1.3. the Rentee has failed to make the payments agreed upon in the Contract by the date indicated in the relevant payment document (invoice, note) or has failed to establish a guarantee deposit prior to the release of the Vehicle (also in connection with the replacement of the Vehicle with a new one during the term of the Contract);
    1.4. the vehicle is used in violation of the provisions of the law, these GTCs (violation of the prohibitions indicated in para. 39, driving the vehicle outside the Polish border without prior consent) or in a manner inconsistent with its characteristics or intended use;
    1.5. the vehicle is neglected to such an extent that it is liable to be damaged or destroyed or to lose its value;
    1.6. without the Renter's consent, the vehicle is made available to persons other than the Users indicated in the Contract;
    1.7. The Rentee has misled the Renter about the Rentee's or User's compliance with the requirements for the use of the vehicle.
23. A declaration of the Renter on the immediate termination of the Contract may be made in written or documentary form, in particular by sending a statement to the e-mail address or telephone number provided by the Rentee in the Contract. Submitting a statement on the immediate termination of the Contract means the necessity of immediate return of the vehicle by the Rentee to the place of return established in the Contract or indicated by the Renter in the aforementioned statement, of which the Renter will inform the Rentee in his/her statement designating the deadline for return. In the event of failure to return the vehicle within the designated deadline, the Renter is entitled to collect it at the expense of the Rentee.
24. In the event that the vehicle is not returned by the Rentee after the expiry of the rental term indicated in the Contract or after the expiry of the deadline set for return, in the event of termination of the Contract with immediate effect, the Rentee will be obliged to pay to the Renter remuneration for non-contractual use of the vehicle in the amount specified in Chapter IX, unless the non-return occurred for reasons for which the Rentee is not responsible. If the delay in returning the vehicle exceeds 4 hours, this may result in the Renter reporting to the law enforcement authorities a suspicion of an of-fence under Article 284 of the Criminal Code (Misappropriation).

III. ORDER PLACED BY ASSISTANCE/INSURANCE PROVIDER

25. In the event of damage to or failure of the car, the Rentee may be entitled to a substitute courtesy car from the Assistance/Insurance provider.
26. The Renter may rent such a courtesy car to the Rentee following the order of the Assistance Service Company/Insurer (hereinafter collectively referred to as the "Commissioning Party") obliged to provide a courtesy car to the Rentee, subject to the following rules:
    1.1. The Rentee shall grant the Renter a power of attorney to act in the process of claim adjustment in the scope of settlement of costs of courtesy car rental and inspection of damage documentation;
    1.2. The Rentee or the User designated by the Rentee is at least 18 years of age and meets the other requirements indicated in clause 8 of the GGT&Cs ;
    1.3. The Commissioning Party shall determine the rental term for which the Rentee is entitled to a courtesy car, including the possibility of extending or shortening it;
    1.4. The Rentee is obliged to return the courtesy car at the latest on the last day of the rental term set by the Commissioning Party, unless he makes use of an extension of the rental at his own expense;
    1.5. The Renter shall immediately inform the Rentee about the shortening/extension of the rental of a courtesy car;
    1.6. there is no charge for returning the vehicle to a branch of the Renter other than the branch where the vehicle was issued;
    1.7. The commissioning party shall pay the rental of the courtesy car for the entire period agreed by it;
    1.8. The Commissioning Party shall pay the additional charges referred to in the Contract for Rental of a Substitute Vehicle, in accordance with the payment guarantee;
    1.9. In the event that the Commissioning Party is not obliged to pay all or part of the amount of VAT on the rent or additional charges, the obligation to pay this amount shall be borne by the Rentee;
    1.10. The hire charge and additional charges indicated in the above paragraphs shall be paid by the Customer in the event that he accepts responsibility for providing a courtesy car;
    1.11. In the event that the Commissioning Party refuses to accept responsibility (in whole or in part), the rent and additional charges are to be paid by the Rentee (in whole or in part);
    1.12. in the event that the Rentee withdraws the power of attorney indicated in para. 26 item 1.1, the rent and additional charges shall be paid by the Rentee;
    1.13. The Rentee shall pay the above amounts due within 7 days of receipt of a corresponding request from the Renter.
    1.14. An appendix may be attached to the Replacement Vehicle Rental Agreement specifying special terms and conditions for the use of the Vehicle after the period during which the rental is financed by the Ordering Party has ended. Such appendix may include, in particular, the rules for extending the rental at the Rentee's expense, the rental rates applicable after the end of the financing period, and the Rentee's liability in the event of unauthorized use of the Vehicle. If such an appendix is attached, its provisions shall prevail over these General Terms and Conditions of Vehicle Rental (GTCR) to the extent regulated therein.
27. In the event of the end of the rental term of a courtesy car authorised by the Commissioning Party, the Rentee may request an extension of the rental at his/her own expense. The request for an extension should be filed before the termination date, via phone +48 601 803 803 or via e-mail at the Renter's address: kontakt@carnet.pl. For this purpose, the Rentee is obliged to provide the rental details (Reservation ID No. found on the Contract) and indicate the new period for which the rental would be extended.
28. In response to the above, the Renter will send the Rentee an offer to extend the rental to the e-mail address indicated in the Contract, containing details of the Contract amendment, including the rental rate applicable during the extended period, together with a link to payment. An additional permissible form of arrangement for the extension of the rental term and additional services is a telephone contact by the Customer Service with the Rentee.
29. Payment by the Rentee of the entire amount due for the extended rental

term within the period indicated by the Renter is tantamount to acceptance of the Contract extension by the Rentee. Lack of payment within the prescribed deadline means that the Contract has not been extended and the Rentee is obliged to return the vehicle within the original deadline.

30. To the extent not regulated in this Chapter III, the other provisions of the GT&Cs shall apply.

IV. DELIVERY OF THE VEHICLE

31. The Renter shall hand the vehicle over to the Rentee for use on the grounds of a handover certificate describing in particular: the odometer reading and the technical condition of the vehicle at the time of handing it over to the Rentee. The handover protocol may be made available to the Rentee in electronic form prior to the pick-up of the Vehicle.
32. At the time of delivery, the vehicle is clean, fully fuelled (for electric vehicles, the minimum charge level of the vehicle being transferred is 70%) and has up-to-date technical inspection and complete equipment. One set of keys or card and the following documents will be issued with the vehicle: registration certificate, third-party liability policy confirmation.
33. The Rentee assumes responsibility for the rented vehicle from the moment of its release, including for the acts and omissions of the User (if the User is not the Rentee himself), until the vehicle is collected by the Renter on the grounds of an acceptance certificate signed by the Renter (or an authorised User on his behalf) and the Renter. If the Vehicle is picked up using a key dispenser, the Vehicle is considered released at the moment the keys are retrieved from the dispenser.
34. The Vehicle may be picked up and the Vehicle pickup protocol signed by the Rentee or an authorized User. The person picking up the Vehicle is required to inspect the Vehicle's technical condition at the time of pick-up. If the Vehicle is picked up in the presence of a Rental employee, any comments regarding the Vehicle's condition must be noted in the pick-up protocol before it is accepted. If the Vehicle is picked up without an employee present, including via a key dispenser, the Rentee or User is required to compare the Vehicle's condition with the information in the pick-up protocol provided prior to picking up the Vehicle before beginning to use it. If any discrepancies are found, the Rentee is required to immediately notify the Renter, specifically by phone or by sending information or photographic documentation to the e-mail address specified in the Contract. If no comments regarding visible damage or missing equipment are reported within 30 minutes of collecting the keys from the key dispenser, it is assumed that the Vehicle was delivered in a condition consistent with the handover report.
35. If the Vehicle is picked up with the assistance of a Renter's employee, the signed protocol will be sent immediately after its approval to the Rentee email address specified in the Agreement. If the Vehicle is picked up using a key dispenser, the picking up protocol provided to the Rentee before picking up the Vehicle shall be deemed confirmed at the time the keys are retrieved from the key dispenser, with the proviso that any comments may be submitted in accordance with point 34.

V. RULES FOR THE USE OF VEHICLES

36. The Renter is obliged to hand over to the Rentee a vehicle free of defects affecting the usability of the vehicle.
37. When using the vehicle, the User is obliged to:
    1.1. carry valid documents required by road traffic inspection (valid and recognised in the territory of the Republic of Poland driving licence, registration certificate, third party liability insurance policy);
    1.2. secure the vehicle and equipment against theft (locking the vehicle at all times and activating all fitted vehicle security systems, carefully securing documents and keys outside the vehicle, and leaving the vehicle - if possible - in a guarded car park/ locked location);
    1.3. carry out, at his/her own expense and effort, vehicle daily maintenance (checking and replenishing engine oil, coolant, brake fluid, AdBlue fluid, windscreen washer fluid, checking the tyre condition and pressure and the proper operation of the lights);
    1.4. the use of the fuel type in the vehicle in accordance with the engine specification stated in the vehicle registration certificate under heading P3;
    1.5. keeping the vehicle clean and using the vehicle in accordance with the proper operation rules;
    1.6. to use the vehicle in accordance with its characteristics and intended use;
    1.7. to comply with Polish law, in particular with the Act on Road Traffic, and in the case of using the vehicle outside Poland also with the laws of the country in which the vehicle is used;
    1.8. the payment of fines and other penalties relating to the use of the vehicle, insofar as the User is legally responsible for issuing them and is obliged to pay them;
    1.9. covering motorway tolls, payment for other toll roads, car parks, garages, tunnels, entrances to clean transport zones and similar charges relating to the use or security of the vehicle.
    1.10. Take care to collect all personal items.
38. The Rentee is obliged to keep all the Renter's company markings on the rented vehicle. The removal or covering up of the Renter's company markings is only possible with the prior consent of the Renter in each case. The consent referred to in this paragraph may be given in writing or electronically by sending an email to the email address indicated by the Rentee.
39. During the course of the rental, it is specifically prohibited to:
    1.1. make the vehicle available to persons other than the authorised Users (indicated in the Contract or consented to separately by the Renter);
    1.2. to use the vehicle outside the borders of Poland without the prior consent of the Renter;
    1.3. towing of other vehicles with the hired vehicle;
    1.4. use of the vehicle in races, rallies or competitions;
    1.5. using the vehicle as a taxi or carrying out paid passenger transport;
    1.6. to lend or sublet the vehicle to a third party without the Renter's consent;
    1.7. exceeding the authorised load capacity of the vehicle;
    1.8. smoking of tobacco products or other substances in the vehicle, use of electronic cigarettes, consumption of alcohol, use of drugs or other prohibited psychotropic substances,
    1.9. make any alterations, repairs or other changes to the rented vehicle that are contrary to its properties and intended use without the Renter's consent;
    1.10. transport animals inside the vehicle. However, this does not apply if the animal is transported in a specially designed container to prevent it from damaging or soiling the vehicle, or if special mats or protective covers are used;
    1.11. operating the vehicle while under the influence of alcohol or under the influence of drugs or other psychoactive substances which impair consciousness or the ability to react.
40. The use of the vehicle outside Poland, within the territory of member countries of the Schengen Area and in the United Kingdom and Ireland (including transit), requires each time the prior consent of the Renter and the payment of an additional fee. If the Parties have not agreed otherwise when entering into the Contract, the authorisation fee for travelling outside Poland is PLN 149. The consent to use the vehicle in other countries may be given exceptionally and, apart from the payment of an additional fee, may require the purchase of an appropriate insurance. Travel abroad to the following countries is prohibited: Lithuania, Belarus, Ukraine, Kaliningrad Oblast, Hungary, Bosnia and Herzegovina, Montenegro, Serbia, Kosovo, North Macedonia, Bulgaria, Romania, and Moldova, unless otherwise agreed individually with the Lessor.
41. If permission has been given to use the vehicle outside the borders of Poland, the Rentee is obliged at his/her own expense to adapt the equipment of the vehicle to the requirements of the law of that third country (including transit countries). However, this does not entitle the Rentee to interfere with the vehicle itself. In the case of consent, the Renter shall ensure that the documents issued to the Rentee comply with the general regulations on driving a vehicle on the territory of the European Union. For the rest, in particular in the case of more far-reaching national or local requirements, e.g. relating to the length of stay, it is the responsibility of the Rentee to comply with these requirements. Should it be necessary for the Renter to provide additional documents, the cost of these shall be borne by the Rentee.
42. It is forbidden to travel with a rented vehicle beyond the border of the

Republic of Poland - in the territory of Russia (including the Kaliningrad Oblast) Lithuania, Belarus, Ukraine, Hungary, Bosnia and Herzegovina, Montenegro, Serbia, Kosovo, North Macedonia, Bulgaria, Romania, and Moldova,

43. In the event of a breach of the prohibitions set out in this Section, the Rentee may be charged the additional fees set forth in Section IX.
44. If the Lessor receives a request from an authorised entity to disclose the data of the Lessee or the Vehicle User (in particular, public administration authorities, the police, public prosecution authorities, courts, the Road Transport Inspection, municipal or local authority guards, enforcement authorities, banks, lessors and other entities having legal title to the Vehicle), as well as from entities pursuing claims for charges related to the use of road or parking infrastructure, including private car park operators, the Lessor may disclose the data of the Lessee or the Vehicle User where the obligation to disclose such data arises from applicable law or where there is another legal basis justifying such disclosure, solely to the extent necessary for the purpose for which the data is disclosed. Where such data is disclosed, the Lessor may charge the Lessee an additional fee specified in Chapter IX of the General Terms and Conditions of Vehicle Rental (OWNP) for each such occurrence. Irrespective of the aforementioned additional fee, if the Lessor is charged a fee related to the use of the Vehicle during the rental period (including a public-law charge or a charge related to the use of infrastructure) for which the Lessee or the Vehicle User is responsible, the Lessor shall be entitled to demand that the Lessee pay an amount equivalent to such charge as compensation for the loss incurred by the Lessor.
45. The Rentee is obliged to comply with the requirements of the vehicle manufacturer regarding the obligation to perform periodic inspections, the intervals and dates of which are each time indicated in the vehicle handover certificate. In addition, the Rentee is obliged to comply with the messages displayed by the vehicle system, as well as with the instructions received from the Renter's employee. The obligations of the Rentee include:
    1.1. in the case of short-term rentals (assistance, third-party liability and other rentals lasting maximum 60 days), contact the agent at tel. +48 601 803 803 or via e-mail: serwis@carnet.pl in order to inform you of the inspection/service obligation that has arisen and to establish the procedure for further proceedings;
    1.2. In the case of rentals other than those indicated in the paragraph above, the Rentee is obliged to contact the Renter at tel. +48 601 803 803 or e-mail: serwis@carnet.pl in order to inform them that an inspection/service obligation has arisen, and then to follow the Renter's guidelines for the Renter's inspection. The Renter will indicate to the Rentee/User the service competent to perform the service.
    1.3. Obligations to contact the intermediary resulting from the need to carry out an inspection/service due to an imminent deadline or mileage interval should be fulfilled with due notice, i.e. 500 km or 3 days.

    The Renter shall cover the costs of service repairs/overhauls in a service situation in accordance with the above, under the proviso that if it is required to carry out an overhaul outside of the Republic of Poland, the Renter reserves the right to participate in the costs of such a service at the rates he would incur for the vehicle servicing in the Republic of Poland. In the event that the Rentee covers the costs, they shall be reimbursed by the Renter to the extent of the specified activities for the respective inspection taking into account the preceding sentence.
46. The vehicle has a device installed which prevents the vehicle's engine from starting. In the event that the Renter determines that there are circumstances entitling the Renter to terminate the Contract with immediate effect as defined in pt. 22 of the GTCs, the Renter shall be entitled to block the vehicle, provided that safety measures are ensured. This entitlement is independent of the right to terminate the Contract with immediate effect pursuant to pt. 22 and does not imply termination or dissolution of the Contract. The Renter shall inform the Rentee of the use of this entitlement in good time by sending appropriate information to the indicated e-mail address or telephone number (text message, MMS, communicator).
47. In the event of a vehicle breakdown, the Rentee is obliged to report it to the Renter and to act in accordance with the guidelines of his/her representative. In the case of immobilisation of a rented vehicle for a period longer than 24 hours, the Renter shall provide a courtesy car if possible. In the case of the impossibility of providing a courtesy car, the Renter shall return to the Rentee the part of the rental price corresponding to the period of the breakdown preventing the use of the vehicle.
48. A courtesy car should, as far as possible, be of a standard corresponding to the standard and segment of the rented vehicle. In a situation where a vehicle adequate to the rented segment is unavailable, the Renter shall provide a vehicle of a lower segment, while the Rentee is entitled to an adjustment of the rate in proportion to the rental term of the lower segment.
49. Provision of a courtesy car, will not take place in the event of:
    1.1. the occurrence of at least one of the following events: loss of registration certificate, insurance policy, vehicle keys, registration plate(s);
    1.2. immobilisation of the vehicle outside the territory of the Republic of Poland, unless the Rentee has purchased additional insurance providing a courtesy car outside the territory of the Republic of Poland - Gold EU Assurance package;
    1.3. damage to the vehicle has occurred as a result of the events defined in point 75;
    1.4. parking damage and acts of vandalism, unless they prevent the use of the vehicle and the Rentee is not responsible for their occurrence;
    1.5. a tyre puncture if the vehicle is fitted with a spare wheel or repair kit to improve the vehicle for further travel.
    1.6. non-payment by the Rentee, in accordance with point 60, before providing the new Vehicle a new deposit as security.
50. In the event of an accident, theft of the vehicle, damage to the vehicle or its equipment, including as a result of burglary or other illegal act, the Rentee is obliged to immediately report this fact to the Renter and to the nearest police unit. The Rentee is obligated to obtain and present to the Renter a certificate from the Police of receipt of the report. The notification of the above-mentioned events to the Police is not tantamount to the Rentee's release from liability arising therefrom. The notification should be made immediately, but no later than within 12 h of the Renter becoming aware of the event. If, for reasons beyond the Rentee's control, notification cannot be made within the aforementioned period, the Rentee should make the notification no later than 12 h after those reasons have ceased to exist.
51. The Rentee is obliged to provide the Renter with a correctly completed damage report form. A model form will be made available to the Rentee by the Renter after the incident has been reported by e-mail communication. The form should describe the circumstances of the incident known to the Rentee. Along with the form, information about the person driving the vehicle at the time of the incident (if applicable), their entitlements, and a statement from the perpetrator of the damage (if such a statement was made) should be provided. In the event of theft or damage preventing use of the vehicle, the Rentee is obliged to return the keys/card and documents immediately.
52. The completed damage form should be handed over to the Renter without delay, but no later than 24 h after receipt of its template. If, for reasons beyond his control, this cannot be done within this period, the Rentee should make a report no later than 24 h after the reasons have ceased to exist. If a completed damage form is not handed in for reasons attributable to the Rentee, the Rentee may be charged the additional fee indicated in Chapter IX.
53. The Rentee is obliged to cooperate with the Renter in the loss adjustment process.
54. Notifications, forms, as well as other declarations concerning breakdowns, theft or damage to the vehicle described above should be made in writing to the Renter's registered office address indicated in point. 1, by e-mail to: szkody@carnet.pL or by telephone: +48 601 803 803.

VI. FEES

55. The rent and fees for additional services are set in Polish zlotys (PLN) in the content of the Lease Contract and in the GT&Cs. If the terms and conditions of the Contract are changed during its term (change of duration, additional services), the rent and fees for additional services may be included in an annex to the Lease Contract or in declarations made in documentary form (e.g. e-mail correspondence).
56. The rent is charged in advance. The rental rate is charged for each rental

day started. A delay in the return of the vehicle of up to one hour does not result in a payment for the next day being charged.

57. The additional charges resulting from the contents of Chapter IX shall be indicated on the invoice delivered to the Rentee at the time of the return of the vehicle or immediately thereafter and shall be payable not later than 7 days from the date of its delivery to the Rentee unless the Parties have agreed otherwise under the contract or cooperation.
58. The Renter provides the following payment methods: Blik, debit or credit card, traditional transfer, transfer using the transaction platform provided by the Renter.
59. As security for possible claims of the Renter against the Rentee related to the Contract performance, the Rentee undertakes to set up a guarantee deposit for the benefit of the Renter in the form of a payment of funds into a bank account or a blockade of funds on a credit card (pre-auction). The Rentee will be notified about the deposit amount prior to the Contract conclusion.
60. The amount of the deposit is indicated in the Agreement. The deposit shall not bear interest. The security deposit is established at the conclusion of the Agreement. In case of replacement of the Vehicle during the Contract, the Rentee is obligated to establish a new deposit as security, and the previous deposit will be settled in accordance with para. 61 with respect to claims related to the use of the previous vehicle.
61. The Renter shall have the right to settle claims arising from the Contract from the deposit (e.g., unpaid fees, claims related to the ascertained damage to the Vehicle or its return in a condition inconsistent with the T&Cs). The deposit will be settled within 14 days from the end of the rental (from the return of the Vehicle in case of its replacement during the term of the Agreement), in justified cases the deposit may also be charged at a later date, if there are additional circumstances beyond the Renter's control (e.g. payment for a fine). The Renter has no influence over the bank's actions regarding the release of the pre-authorization. If the return of the deposit is prolonged, we suggest contacting the bank that issued the card in the first place. The deposit reimbursement does not imply a waiver by the Renter of any claims against the Rentee arising in connection with the Contract performance.
62. The return of the deposit does not imply a waiver by the Renter of his claims against the Rentee arising out of the execution of the Contract.

VII. RETURN OR EXCHANGE OF VEHICLES

63. Unless otherwise indicated in the Contract, the Rentee, at the end of the Contract, is obliged to return the vehicle at the branch where it was issued. At the request of the Renter, the Renter, for an additional fee indicated in the GT&Cs, may agree to return the vehicle at another branch. The request as well as the consent during the term of the Contract may be granted in documentary form.
64. In the event of a delay in returning the vehicle without the consent of the Rentee, the Renter is authorised to collect the vehicle from any place and to charge the Rentee with the costs connected with the collection of the vehicle, unless the delay was due to reasons beyond the control of the Rentee. In the case of such collection of a vehicle from abroad, the charge is the product of the number of km (both ways) between the place of collection and the Renter's branch office and the rate specified in Chapter IX.
65. The Rentee is obliged to return the vehicle in the same condition as it was handed over to him/her according to the vehicle handover certificate - in terms of internal and external cleanliness, technical condition and the condition of fuel (or charge level) or vehicle equipment, together with a set of documents and keys/cards. It is acceptable to return the vehicle in a soiled condition internally and externally if the additional service Final Vehicle Wash is used. This service does not include upholstery cleaning and applies only to the specific vehicle for which it was activated. If the vehicle is changed during the contract term, the Final Vehicle Wash service does not automatically transfer to the new vehicle. In the case of a breach of the above obligation, the Renter is entitled to charge additional fees indicated in Type IX.
66. It is prohibited to hand over vehicle keys/cards and vehicle documents to unauthorised persons.
67. The Rentee is obliged to thoroughly check the condition of the vehicle before returning it and to report any visible or known defects and damage in the certificate. The certificate should be signed by a representative of the Renter and the Rentee (or an authorised User). If the Rentee refuses to participate in the acceptance of the vehicle or the signing of the acceptance certificate, the Renter may accept the vehicle unilaterally by signing the acceptance certificate and making an appropriate note in the certificate.
68. Unilateral collection of the vehicle (signing the collection certificate and making a note in the certificate) is also performed by the Renter in the situation of returning the vehicle without the participation of a representative of the Renter (e.g. in a service station, airport, car park or other agreed place). If the vehicle is left at the airport, it is the Rentee's responsibility to collect the parking ticket while entering the parking area and return the parking ticket along with the key. In case of leaving the keys in the key box (KeyBox), the parking ticket must be placed in the case with the registration card or left with the key in the box (KeyBox). The Rentee should inform the Renter about the requirement of returning the vehicle without the participation of the Renter's representative before leaving the vehicle. The vehicle will be collected not later than within the next business day from the return of the vehicle and the receipt of this information by the Renter.
69. The Renter, under the scenario of vehicle collection without the Rentee or User participation, will inspect the vehicle with due diligence and will unilaterally complete and sign the certificate drawn up and will send it at the e-mail address indicated by the Rentee. The Rentee or User may make any comments on the document received within 48 hours of email message receipt. After this deadline, the Rentee's comments on the certificate content will be dealt with by way of complaint.
70. In the event that a vehicle is replaced during the course of the Contract, the release of the new vehicle and the return of the previous vehicle shall take place on the grounds of a handover certificate in accordance with the rules referred to hereinabove. As soon as the handover protocol has been signed, the new vehicle shall become a rental vehicle under the Contract.

VIII. RENTEE'S LIABILITY

71. The vehicle is covered by a third-party liability and AC insurance. The content of the current General Terms and Conditions of the insurance contract is available at www.carnet.pl. The Rentee has the possibility at any time to read these terms and conditions and to record them on a hard carrier in any way. In addition, at the request of the Rentee, the content of the current general terms and conditions of the insurance contract shall be made available to the Rentee prior to the conclusion of the Rental Contract, as well as during the Rental Contract.
72. The Rentee shall be liable for damage suffered by the Renter under the terms of the law, in particular the Civil Code.
73. The Renter's damage, depending on the event in question, may be, for instance: the cost of repairing damage to the vehicle or its equipment, the value of the damaged vehicle or missing equipment, the loss of value of the vehicle, the loss associated with not being able to rent the damaged or destroyed vehicle during its downtime for the period of necessary repair.
74. Rentee liability under the Contract shall, as a rule, be limited to the amount of the deductible specified in the Contract, with the deductible calculated separately for each single event causing damage. A single event is considered to be an event causing the damage - identical as to the place, time and causes of its occurrence. If the contract does not specify the amount of the deductible, it is 4000 PLN for total loss, theft, and 1000 PLN for other cases. Exceptions in this regard are indicated in sec. 75-76 below.
75. The limitation of the Rentee's liability to the amount of the deductible does not apply:
    1.1. damage to the vehicle, as well as its theft, as a result of his or her wilful act or omission or gross negligence;
    1.2. damage, including that resulting from theft caused by leaving the vehicle's documents or keys/card unattended in the vehicle or any other place accessible to the general public;
    1.3. damage to the vehicle interior;
    1.4. damage to the vehicle while driving under the influence of alcohol or under the influence of drugs or psychotropic substances, or without a driving licence valid in the territory of Poland;

1.5. damage caused when the person driving was a person not authorised in accordance with the Contract or the GGT&Cs to drive the vehicle;
1.6. damage caused by driving the vehicle outside the territory of Poland without the Renter's consent;
1.7. unjustified failure to file, filing of an incomplete or false claim notification form or unjustified failure to comply with other obligations required by the insurer in the course of loss adjustment activities, resulting in a refusal to pay the claim;
1.8. if the driver has fled the accident scene;
1.9. exceeding the speed or load limit, or any other infringement of the traffic regulations in force at the collision or traffic accident scene, if this was the cause of the damage;
1.10. participation in competitions, rallies, races, shows and other such events, as well as the use of the vehicle as a taxi or for the transport of persons for a fee;
1.11. using false data or documents to hire a vehicle;
1.12. misuse of the vehicle which contributed to the damage.

76. The limitation of liability to the amount of the deductible also does not apply to the obligation to pay the charges indicated in Chapter IX related to the misuse of the vehicle, its improper security, loss of its equipment, documents, keys/card for the vehicle.
77. In the event of a breach of the Contract and damage, in accordance with the Civil Code, the Rentee has the burden of proving that the breach of the Contract, including the terms and conditions of the GT&Cs, occurred for reasons for which it is not responsible. Such evidence may be (non-exhaustive catalogue): a written statement by the perpetrator of the incident or official police note from the scene of the incident detailing the circumstances of the incident or documentation of the preliminary investigation in the case of theft or other criminal incidents.
78. In the case of damage/collision, which will be repaired from the OC of another traffic participant (perpetrator), the Rentee shall not bear the costs related to the non-use of the rental term and other costs. The Renter shall not be charged with any costs; however, he/she is obliged to cooperate with the insurance company to the extent necessary for the elimination of the damage, in accordance with the wording of these GT&Cs as well as the justified demands of the insurance company eliminating the damage.
79. The Rentee may limit his liability for the Vehicle under these GT&Cs by purchasing an additional Liability Limitation Package "Assurance GOLD" or "Assurance GOLD EU". The purchase of the aforementioned additional Package means that in the event of damage to the Vehicle for which the Renter is responsible in accordance with the provisions of the law and the T&Cs, such as parking damage, traffic damage, scratches to the paint, chipping or cracking of the windows, damage to the tires, rims or hubcaps, the deductible indicated in the Agreement will not be charged, except for the situations described in paragraph 75. Purchase of the Package does not limit the obligation to pay the fees indicated in Section IX. The purchase of the " Assurance GOLD" or " Assurance GOLD EU" package involves an additional fee on the part of the Lessee or User, which in the case of rentals ordered by Assistance or Insurer is a one-time fee relating to a specific vehicle, in the case of medium-term rentals (billed monthly) a flat monthly fee and in other cases a fee charged daily. The amount of the fee for the purchase of the aforementioned Package will be communicated to the Lessee prior to the conclusion of the Agreement and subsequently indicated in its content.
80. In the case of rentals arranged by Assistance or the Insurer and settled with a one-time fee, the limitation of liability under the purchased "Asekuracja GOLD" or "Asekuracja GOLD EU" Package applies to the waiver of the deductible for damage caused in a single incident involving a specific vehicle. Replacement of the Vehicle during the rental period, as well as damage to the Vehicle, shall result in the termination of the rights arising from the purchase of the "Asekuracja GOLD" or "Asekuracja GOLD EU" liability limitation package, both in relation to the new Vehicle and subsequent damage. In such a case, the Rentee has the right to purchase another "Asekuracja GOLD" or "Asekuracja GOLD EU" Liability Limitation Package for the new vehicle or new damage.
81. In the event that the "Assurance GOLD" or "Assurance GOLD EU" Package has been purchased and a breakdown or damage to the rented Vehicle:
1.1. causing the inability to move it in accordance with the provisions of the traffic law, the Rentee is entitled to a substitute vehicle;
1.2. not causing legal restrictions as to the possibility of its use, the Renter, at the request of the Rentee, may exchange the Vehicle for another in the same class: at any branch of the Renter - without additional fees for the exchange, or at the location indicated by the Rentee - for the fee indicated in the point. 82 subsection 1.16.

IX. PRICE LIST OF ADDITIONAL CHARGES

82. Charges for additional services provided under the Contract:
1.1. Fee for returning the vehicle to another branch - 199 PLN,
1.2. Fee for consent to use the vehicle outside Poland – 149 PLN;
1.3. Child seat: 19 PLN / day;
1.4. GPS: 19 PLN/day;
1.5. to produce a new registration certificate (no return or destroy the document)- 350 PLN;
1.6. making out the registration plates (no plate in the returned vehicle) – 350 PLN;
1.7. vehicle cleaning:
1.1.1. Washing the outside of the vehicle or vacuuming the inside - 89 PLN;
1.1.2. vehicle soiled inside - need to wash upholstery - 350 PLN;
1.8. Unauthorized use of the Vehicle after the expiration of the rental period – 100% of the daily rental rate specified in the Agreement, and in the case of a Replacement Vehicle rental provided at the request of the Ordering Party referred to in Section 26 of the GTCR, at the rate specified in the appendix referred to in Section 26, Clause 1.14, for each commenced day of unauthorized use.
1.9. The fee for restoring the vehicle to its original state in connection with dismantling, replacing vehicle parts or performing alterations or repairs without the Renter's consent - 2,000 PLN + restoration costs according to the ASO evaluation;
1.10. a fee for early termination of the rental agreement through the fault of the Rentee - short-term rental - amounting to 50% of the fee remaining until the end of the Contract;
1.11. early termination fee for early termination of the tenancy agreement through the fault of the Rentee - medium and long-term rental - in the amount of 1 monthly rental fee;
1.12. Administrative handling related to the disclosure of the Lessee's or Vehicle User's data in response to a request from an entity referred to in Clause 44 of the General Terms and Conditions of Vehicle Rental (OWNP) – PLN 99;
1.13. Carrying out a cost estimate for repairing the vehicle at the request of the Rentee other than the Consumer – 300 PLN;
1.14. Fee for collecting the vehicle from abroad for reasons attributable to the Rentee – 3,50 PLN / km (calculated round trip from the nearest branch office);
1.15. Fee for refuelling or recharging the battery (for electric cars) to the level required by the Contract - 49 PLN + cost of fuel.
1.16. Restoration of the vehicle to its original condition due to missing equipment caused by the Rentee- the cost of purchasing the missing equipment in accordance with the authorized service center's valuation.
1.16 Replacement of a Vehicle within the Package "Assurance GOLD" or "Assurance GOLD EU" at the request of the Rentee at the address indicated by him (point 81) - 99 PLN on the territory of the city in which the Renter has a branch office or 99 PLN + 2 PLN/km (the shortest route from the nearest branch office and return) at the substitution outside the city in which there is a branch office.

83. Contractual penalties for breach of obligations under the Contract:
1.1. exceeding the deadline for vehicle inspection or loss of vehicle warranty - through the fault of the Rentee (person driving the vehicle) - 5,000 PLN;
1.2. Breach of the smoking ban, use of electronic cigarettes, consumption of alcohol, use of drugs in the vehicle - 500 PLN;
1.3. Breach of the ban on transporting animals without protection - 350 PLN;
1.4. towing of other vehicles by the rented vehicle - 500 PLN;

1.5. participation in competitions, rallies, races, shows and other events of this type, as well as using the vehicle as a taxi or for commercial passenger transport - 3,000 PLN;
1.6. making the vehicle available to a person who is not entitled to drive in the territory of the Republic of Poland - 2,500 PLN;
1.7. making the vehicle available to a third party without the Renter's consent – 1000 PLN;
1.8. taking the vehicle outside of Poland without the required consent - 1000 PLN;
1.9. unauthorised transfer of the vehicle outside Poland - Russia, (including the Kaliningrad Region), Lithuania, Belarus, Ukraine, Hungary, Bosnia and Herzegovina, Montenegro, Serbia, Kosovo, North Macedonia, Bulgaria, Romania, and Moldova,- 15,000 PLN;
1.10. damage, loss or loss of the vehicle key or remote control - 2,500 PLN;
1.11. fuelling the vehicle with the wrong type of fuel - according to the quote from the ASO;
1.12. damage to or loss of each hubcap (per hubcap) -150 PLN;
1.13. Removal of the Renter's markings from the vehicle - 200 PLN;
1.14. losing a parking ticket issued by a car park operator - 250 PLN;
1.15. failure to provide damage documents, police notes, and perpetrator's statements within the time limit specified in point 52– 1,500 PLN.
1.16. leaving the vehicle in an unauthorized or incorrect location within the airport parking area or on airport premises – PLN 500.

84. The Rentee may be released from the obligation to pay the aforementioned contractual penalties if he/she can prove that the event in connection with which they were charged occurred for reasons for which he/she is not responsible.
85. The Renter is entitled to claim additional compensation under the general rules of the Civil Code in the event that the amount of damage exceeds the contractual penalty due.

X. COMPLAINTS

86. Complaints should be addressed by letter to the Renter's registered office address indicated in para. 1 or to the e-mail address: reklamacje@carnet.pl.
87. Complaints will be dealt with within a maximum of 14 days from the day the Renter receives the complaint.
88. It is recommended that the complaint should indicate: the Customer's name and contact details, the Booking ID number found on the Contract, information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the irregularity, the request as to how the complaint should be handled. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of the complaint.
89. The Rentee will be informed electronically by sending an email to the email address indicated by the Rentee - if the complaint was received by email - or by post to the postal address indicated by the Rentee - if the complaint was received by post.

XI. PERSONAL DATA

90. The administrator of the Rentee's personal data is CAR NET Polska Sp. z o.o. with its registered office in Kalisz ("Administrator"). The Administrator processes the personal data of the Rentees in order to:
1.1. concluding and servicing the Contract concluded with the Administrator;
1.2. to communicate on matters relating to the conclusion and performance of the Contract;
1.3. the handling of electronic payments when payment is made in this form;
1.4. the handling of any complaints;
1.5. the fulfilment of obligations incumbent on the Administrator under mandatory legal provisions, including, for instance, tax law;
1.6. analytical and statistical.
91. Detailed information on the Administrator's processing of the Rentee's personal data, including the rights to which the Rentee is entitled, is available in the information obligation clause attached to the GT&Cs or provided by CAR NET to the Rentee.

XII. OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES

92. The Rentee, before returning the Vehicle, is obliged to completely delete from the Vehicle's on-board computer all personal data entered by the Rentee or the Vehicle User during the rental, in particular, this obligation applies to address data from GPS navigation, logged phone data, or data from phone call records.
93. Detailed information on the possibility for a Customer who is a consumer to make use of out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures, is available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.
94. There is also a contact point at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or written address: Pl. Powstańców Warszawy 1, 00-950 Warsaw), whose task is, inter alia, to provide assistance to consumers in matters concerning out-of-court settlement of consumer disputes.
95. The consumer has the following examples of out-of-court complaint and redress procedures: (1) an application for dispute resolution to a permanent arbitration consumer court (more information at: www.poznan.wiih.gov.pl/staly-sad-polubowny); (2) an application for out-of-court dispute resolution to a provincial inspector of the Trade Inspection (more information at the inspector's website: www.poznan.wiih.gov.pl, address: Wielkopolski Wojewódzki Inspektor Inspekcji Handlowej in Poznań (Poznań-based Provincial Trade Inspector in the Wielkopolska Province), al. Marcinkowskiego 3, 60-967 Poznań, e-mail: sekretariat@poznan.wiih.gov.pl); and (3) the assistance of a county (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Polish Consumers Association).

XIII. FINAL PROVISIONS

96. The Renter shall not be responsible for any belongings left in the vehicle and contained therein at the time of the return of the vehicle. Leaving such belongings in the vehicle does not represent entering into a storage agreement, nor does it impose any other obligations on the Renter in relation to their storage or safekeeping.
97. The Parties undertake to resolve any disputes arising out of or in connection with the Contract performance amicably in the first instance.
98. If no agreement is reached and it is necessary to refer the case to court, the competent court with jurisdiction in each case shall be the court with jurisdiction in accordance with the provisions of the Code of Civil Procedure - in the case of Rentees who natural persons are or with jurisdiction for the Renter - in the case of other Rentee.
99. The Parties undertake to give immediate notice of any change of address for service, under the pain of declarations and letters sent to the previous address being deemed to have been served, provided that this does not restrict the exercise of consumer rights.
100. Acceptance of these GGT&Cs is tantamount to acceptance of the sending of electronic invoices. To ensure the authenticity of the electronic invoices, they will be sent electronically from the address: no-reply@ms.carnet.pl to the email address indicated by the Rentee in the Contract. To ensure the integrity of the content of the invoices, they will be generated as PDF files (Portable Document Format) protected in a way that makes it impossible to change the invoice data.
101. In the event that the Rentee does not accept the sending of electronic invoices, the Rentee is obliged to notify the Renter immediately.
102. Unless otherwise specified in the Contract or the GT&Cs, correspondence between the Parties in connection with the Contract performance shall take place via email communication to the Rentee's email address indicated in the Contract. This shall also apply to the sending of calls for payment for Rentees other than consumers.
103. The Rentee shall notify the Renter forthwith of any change in the e-mail address to be used for correspondence in connection with this Contract performance.
104. Amendments to the Contract must be made in writing or in documentary form.
105. The Rentee declares that he has familiarised himself with these GTCs and

that:

1.1. the data he/she has provided is factually correct;
1.2. has full legal capacity;
1.3. received information on the personal data processing principles;
1.4. is in possession of the requisite driving licence and, in particular, is not disqualified, by virtue of a decision of a court or of a competent authority, from driving a motor vehicle;
1.5. there are no proceedings pending against him which could lead to his driving licence endorsement.