

## GENERAL CAR RENTAL TERMS AND CONDITIONS

[including the use of website [www.carnet.pl](http://www.carnet.pl) to conclude a car rental agreement]

### I. GENERAL PROVISIONS

1. These General Car Rental Terms and Conditions (hereinafter referred to as "the Terms and Conditions") define detailed terms and conditions of car rental agreements (hereinafter referred to as "the Agreements" / "the Agreement") concluded by Car Net Polska Sp. z o.o. with its registered office in Kalisz ("the Lessor"), at ul. Podmiejska 4, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Poznań, Poznań - Nowe Miasto and Wilda in Poznań, IX Commercial Department of the National Court Register under KRS (National Court Register) number 0000385782, NIP (tax identification number) 6182134091. The Lessor can be reached quickly and efficiently at the following telephone number: 601 803 803 and by using electronic mail: [kontakt@carnet.pl](mailto:kontakt@carnet.pl). In the case of telephone contact, the call charges are in accordance with your tariff plan, but not higher than the usual costs for making a phone call. These Terms and Conditions also define the rules for using [www.carnet.pl](http://www.carnet.pl) portal to rent vehicles. In particular, the Terms and Conditions define the technical means that constitute the car rental agreement concluded via electronic mail. These Terms and Conditions can be downloaded from [www.carnet.pl/ownp](http://www.carnet.pl/ownp). The Agreement consists of the Terms and Conditions as well as conditions resulting from the documents indicated in point 2 below.
2. The Renter is the person who concluded a rental agreement in the manner described in point II below, indicated in the document marked as "Rental Agreement", the template of which is Annex 1 to the Terms and Conditions (in case of concluding the agreement in a traditional way, i.e. at the Lessor's office) as well as in the document: "Confirmation of Distance Agreement", the template of which is attached as Appendix 2 to the Terms and Conditions (in case of concluding distance agreements via the Lessor's website or by phone) and indicated in the vehicle handover form. If the car is used by a User who is not a Renter, the Renter should inform the User about the rules of using the car in accordance with the Terms and Conditions, including issues related to personal data protection and data collection via GPS.
3. These Terms and Conditions shall apply to all rental agreements concluded in the manner described in point II below, from 19th May 2020, unless otherwise agreed individually.
4. The User of the vehicle (i.e. a person who is allowed to use the vehicle) may be the Renter himself or another person indicated in the document "Rental Agreement" as a User (in case of concluding the agreement in a traditional way) as well as determined at the time of concluding a distance agreement and then indicated in the document: "Confirmation of Distance Agreement" (in case of distance agreement) and indicated in the vehicle handover form.
5. The Lessor gives the Renter a vehicle to use, the category of which was defined in the Agreement concluded in the manner described in point II below, and the technical condition and the model of which were specified on the basis of a vehicle handover form that particularly shows: the odometer and the technical condition of the vehicle at the time of Agreement conclusion and handover to the Renter, and on the day the vehicle is returned, determined mutually with the participation of the Lessor and the Renter, subject to paragraph 63. A template of a vehicle handover form is attached to the Terms and Conditions as Appendix 3.
6. The Renter declares that he is familiar with the technical condition of the vehicle and considers it fit for the agreed use in accordance with its purpose and properties. This statement is part of the vehicle handover form.
7. The Renter of the car may be:
  - 7.1. any natural person that cumulatively meets the following conditions:
    - 7.1.1. has reached the age of 21;
    - 7.1.2. has a valid ID / passport and driving license;
    - 7.1.3. is registered in the CEIDG (Central Registration and Information on Business) - if the rental agreement is concluded in the ordinary course of business (does not apply to consumers);
  - 7.2. any legal person (or any organizational unit referred to in Article 331 Civil Code), whose representative (User) while concluding the Agreement on behalf of that person:
    - 7.2.1. will provide information corresponding to the current excerpt from the Register of Entrepreneurs as well as other proof of its authorization to conclude the rental agreement (e.g. power of attorney) - if the authorization is not based on an excerpt from the National Court Register;
    - 7.2.2. has reached the age of 21;
    - 7.2.3. will present a valid ID card / passport, driving license and other User's identity document.If the User is to be a person other than the Renter himself, the User must also meet the requirements specified in point 7.1.1; 7.1.2.
8. The Renter undertakes full responsibility for the rented car, including acts and omissions of the User (if the User is not the Renter himself), until the car is collected by the Lessor, on the basis of the vehicle handover form signed by the Renter (or by the authorised User on the Renter's behalf) and the Lessor, subject to paragraph 63.
9. The vehicle may be picked up and the vehicle handover form signed by the Renter himself or the authorized User. The person who hands the vehicle over may make it subject to documenting the Renter's power of attorney given to the User, as well as documenting the implementation of the requirements specified in point 7 (by presenting the documents specified therein). For the handover of the vehicle it is voluntary but necessary to provide the data indicated in the document: "Rental Agreement" (in case of concluding the agreement in a traditional way) as well as in the document: "Confirmation of Distance Agreement" (in case of concluding distance agreements) and in the vehicle handover form (in case of agreements concluded traditionally as well as at a distance). In the absence of the submission or non-presentation of documents confirming their veracity, the Lessor may refrain from handing the vehicle over.
10. The provisions of the Terms and Conditions regarding e-mail or e-mail address do not apply to the Lessee or any other person who does not have and e-mail address. Information or documents shall be sent by post and/or telephone (MMS, instant messenger, etc.).

### II. WAYS OF CONCLUDING THE AGREEMENT AND EXTENDING THE PERIOD OF USING THE CAR

11. The Agreement may be concluded online (at [www.carnet.pl](http://www.carnet.pl)), by phone or traditionally at the Lessor's office.

#### Agreements concluded online

12. The possibility of concluding the Agreement online (electronically) is a service provided electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204, as amended).
13. The service provided by electronic means that is to enable the conclusion of the Agreement at [www.carnet.pl](http://www.carnet.pl) is free of charge. The use of this online service begins when the process of completing the interactive form at [www.carnet.pl](http://www.carnet.pl) starts.
14. Technical requirements necessary to use the online order form and to comply with ICT system used by the Service Provider: (1) computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) web browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher, Microsoft Edge version 25.10586.0.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.
15. Complaints related to the functioning of order form that is available at [www.carnet.pl](http://www.carnet.pl) can be submitted:
  - 15.1. in writing to the address: ul. Podmiejska 4, 62-800 Kalisz
  - 15.2. in electronic form via e-mail to the following address: [reklamacje@carnet.pl](mailto:reklamacje@carnet.pl)Complaints regarding the use of the car itself or the performance of other parts of the Agreement have been regulated separately - see below.
16. It is recommended that the complaint includes: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of irregularities; (2) the Customer's requests; and (3) contact details of the person submitting the complaint - this will facilitate and accelerate the procedure of handling the complaint by the Service Provider. The requirements provided in the previous sentence are only recommendations and do not have an impact on the effectiveness of complaints made without the recommended description of the complaint.
17. The Lessor responds to the complaint immediately, not later than within 14 calendar days from the date of its submission. The Lessor shall provide the answer to the complaint on paper or in another durable medium.
18. The process of concluding an online Agreement (using the form at [www.carnet.pl](http://www.carnet.pl)) consists of the following actions:
  - 18.1. entering the data necessary to find the offer: place of delivery (pick-up) and return of the vehicle (from among available offices in Poland), date and time of handover and return of the vehicle, age of the User (driver);
  - 18.2. determining the amount of charge for the rent (including total cost), choosing a vehicle segment with the approved amount of rent;
  - 18.3. choosing a package that defines the scope of responsibility for using the car (see point VI below);
  - 18.4. choosing additional equipment, e.g. car seat, navigation, travel abroad
  - 18.5. providing necessary data to conclude the agreement (Renter / User):
    - 18.5.1. natural person: name, surname, telephone, email;
    - 18.5.2. company: name, representative's name, phone, email + company name, tax identification number, address;
  - 18.6. submitting required and optional declarations of will and knowledge in the form of a checkbox;
  - 18.7. selecting "Order with payment obligation" button - (this is the moment of concluding the agreement);
  - 18.8. confirming the conclusion of the Agreement (the confirmation is sent to the e-mail address provided);
  - 18.9. payment.
19. The Renter receives confirmation of the conclusion of the Agreement in the form of an e-mail to the address provided. It includes specification of the rented car (its category) as well as the total amount to be paid (rent and costs determined at the time of concluding the Agreement) together with these Terms and Conditions. Failure to make the payment (within 24 hours of the conclusion of the Agreement) may result in order cancellation. The Lessor sends a statement on withdrawal from the Agreement (cancellation) to the e-mail address provided by the Renter (at the time of concluding the Agreement).
20. The elements of the Agreement are determined at concluding an online agreement (the scope of data corresponds to the scope that results from Annex 2 to the Terms and Conditions) then at handing the vehicle over, the following documents are supplemented: Confirmation of Distance Agreement (which specifies the parameters of the car that falls into the online category) and the vehicle handover form.
21. Please note that in accordance with art. 38 point 12 of the Act of 30 May 2014 on consumer rights, the right to withdraw from an agreement concluded away from business premises or at a distance is not entitled to a consumer in case of agreements such as: car rental agreements, if the agreement has the day or period of service provision indicated in it.

#### Agreements concluded by telephone

22. In order to conclude the Agreement by phone, the following actions are taken:
  - 22.1. The Renter provides the Lessor with information necessary to prepare the offer, answering the following questions that concern in particular:
    - 22.1.1. car name / segment,
    - 22.1.2. rental period,
    - 22.1.3. vehicle pickup location,
    - 22.1.4. total cost to be paid to use the vehicle (rent and additional costs);
    - 22.1.5. Renter's and User's personal details;
    - 22.1.6. email address to which the confirmation of offer will be sent.
  - 22.2. A summary of the chosen offer will be sent to the e-mail address provided, together with Terms and Conditions.
  - 22.3. In order to accept the proposed terms of the offer, click on the link received in the email. Clicking on the link is the moment of concluding the rental agreement. Then the payment should be made.
23. Failure to make the payment (within 24 hours of the conclusion of the Agreement) may lead to cancellation of the order (withdrawal from the Agreement). The Lessor sends a declaration of withdrawal from the Agreement to the e-mail address provided during the telephone conversation.
24. In the course of concluding the Agreement by telephone, elements of the Rental Agreement are determined to the extent indicated in Annex 2 to the Terms and Conditions. At the handover of the vehicle, the following documents are supplemented: Confirmation of Distance Agreement (which specifies the parameters of the car that falls into the category established on-line) and the vehicle handover form.
25. Please note that in accordance with art. 38 point 12 of the Act of 30 May 2014 on consumer rights, the right to withdraw from an agreement concluded away from business premises or

at a distance is not entitled to a consumer in case of agreements such as: car rental agreements, if the agreement has the day or period of service provision indicated in it.

26. In case of telephone contact, the call charges are in accordance with your tariff plan, but not higher than the usual costs for making a phone call.

#### **Agreements concluded traditionally at the Lessor's office**

27. The Agreement is concluded at the Lessor's office by submitting consistent declarations of intent of the parties, after prior familiarisation of the Renter with these Terms and Conditions.
28. The Renter (or a User authorized by him) presents his expectations concerning the subject of the rental Agreement.
29. The Lessor submits the offer to the Renter.
30. After the Renter accepts the offer, the Lessor draws up a "Rental Agreement" document, which the parties then sign. Before concluding the Agreement, the Terms and Conditions are delivered and become part of it.
31. The Renter pays the rent for the agreed period in advance, before the vehicle is handed over.
32. Failure to make the payment (within 24 hours of the conclusion of the Agreement) may result in order cancellation. The Lessor sends a statement on withdrawal from the Agreement (cancellation) to the e-mail address provided by the Renter (at the time of concluding the Agreement).
33. The Renter can make the payment both in cash and via cashless transaction. In the event of payment in cash, the Renter receives confirmation. There are quantitative restrictions on cash payments between entrepreneurs according to current legal regulations.

#### **Extension of agreement period**

34. If you want to extend the period of use of the vehicle, determined in the course of concluding the Agreement (in the manner indicated above), the provisions on concluding the agreement by phone shall apply accordingly. Therefore, please call 601 803 803. In this case, you ought to make the agreed payment within the time limit given by the Lessor during the conversation. The conditions for extending the Agreement are provided in a durable medium.

#### **Order placed by Assistance / Insurance company**

35. If the ordering party is a company providing Assistance / Insurance services, the rent for the rental period indicated in the rental Agreement is paid by the ordering party. This also includes additional fees determined at the time of concluding of the Agreement. These types of agreements are concluded at the Lessor's office only. However, the Renter is still the person indicated as the Renter in the course of concluding the Agreement (point II above). All other fees arising from the concluded rental Agreement, and not indicated in the document "Rental Agreement" (see Annex 1 below), including, in particular, the rent charged in the event of extending the rental period, shall be borne by the Renter, unless the Renter agrees with Assistance / Insurer that he will cover the rent and other charges for the extended period and Assistance / Insurer will provide such information (consent) to the Lessor. The Agreement is extended in the manner indicated in point II above and the Renter applies for the extension. In the course of a telephone conversation to extend such Agreement, the Renter is obliged to indicate whether he has agreed with the Assistance / Insurer the conditions for extending the agreement and present proof of these arrangements, unless the Assistance / Insurer has already provided this information to the Lessor.
36. If the Assistance / Insurer is obliged to pay the rent for renting the vehicle on the basis of a separate agreement from the rental Agreement, and the Renter, despite the expiry of the rental period, does not return the vehicle or extend the Agreement (in the manner described in point II above), he is obliged to pay the rent for each additional day after the expiry of the agreed rental period, in accordance with the current price list of the Lessor. The price and extension options are determined in accordance with section 34 of the Terms and Conditions. In the event that Assistance/Insurance is not obliged to pay all or part of the VAT amount on the rent, the obligation to pay this amount is borne by the hirer.

#### **Online payment**

37. Online payment is made via internet payment service 'Tpay', run by the National Payment Integrator, a joint stock company based in Poznań, at ul. St. Marcin 73/6, 61-808 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Department of the National Court Register under the KRS number (National Court Register) 0000412357, NIP (tax identification number) 7773061579, REGON (National Official Business Register) 300878437, share capital 5 494 980 PLN - paid in full. In order to make payment, after clicking the appropriate link, the Renter is directed to the above payment system. See more about Tpay terms:
- <https://s3.eu-central-1.amazonaws.com/secure-pliki/tpay-owu-pl.pdf>
  - [https://tpay.com/user/assets/files\\_for\\_download/informacja-dla-konsumenta.pdf](https://tpay.com/user/assets/files_for_download/informacja-dla-konsumenta.pdf)
  - [https://tpay.com/user/assets/files\\_for\\_download/regulamin.pdf](https://tpay.com/user/assets/files_for_download/regulamin.pdf)

### **III. RULES FOR THE USE OF VEHICLES**

38. The Lessor is obliged to provide the Renter with a vehicle free from defects affecting the usefulness of the vehicle. The Lessor is not liable for any mechanical damage to the car parts, resulting from the Renter's failure to comply with the obligations under the Terms and Conditions.
39. The Renter rents a car for a specified period stated at the conclusion of the Agreement in the manners described in point II of the Terms and Conditions.
40. The rental period begins and ends in accordance with the dates specified in the agreement, in case of non-compliance of the abovementioned dates with the vehicle handover form, the duration of the rental is considered to be the date of the actual handover and return of the car indicated in the vehicle handover form.
41. During use, the User is obliged to:
- 41.1. Posses valid documents required by traffic control (driving licence valid and acknowledged in the territory of the Republic of Poland, registration certificate, third person liability policy, document confirming the car rental);
  - 41.2. Secure the vehicle and the equipment against theft (lock the car, carefully secure documents and keys outside the vehicle, as well as leave the vehicle at a guarded parking lot / locked property).

41.3. Perform daily service of the car at own expense and effort (check and refill engine oil, coolant, brake fluid, washer fluid, check the condition and pressure of tyres, as well as the proper operation of lights).

41.4. Use fuel in accordance with the engine specification indicated in the registration certificate under heading P3.

41.5. Maintain the vehicle clean and use the vehicle in accordance with the principles of proper use.

42. The Renter is obliged to keep all of the Lessor's company markings on the rented car. Removal or covering any of the Lessor's company markings is possible only after obtaining, each time, prior consent of the Lessor. The consent referred to in this section may be given in writing or by electronic means by sending an e-mail to the e-mail address provided by the Renter

43. During the rental period, it is particularly forbidden to:

43.1. tow other vehicles with a rented car;

43.2. exceed the permissible load capacity;

43.3. smoke inside the car;

43.4. make any alterations, repairs or other changes to the rented car that are contrary to its properties and purpose without the consent of the Lessor;

43.5. transport animals in the vehicle.

In the event of violation of provisions of this point, the Renter will be obliged to pay additional fee indicated in the price list (point VII below).

44. Driving the rented vehicle outside the Republic of Poland is allowed, subject to prior consent of the Lessor, and after paying additional fee indicated in the Lessor's price list (point VII of the Terms and Conditions). Violation of this provision is subject to additional fee indicated in the price list (point VII of the Terms and Conditions).

In the case of consent, the intermediary ensures that the documents issued to the hirer comply with the general regulations on driving a vehicle in the European Union. In the remaining scope, especially in case of more far-reaching national or local requirements, e.g. related to the length of stay, the Renter is responsible for meeting these requirements. In case of the necessity of providing additional documents by the Lessor, their cost is covered by the Rentee.

45. The Renter will cover in full all fines, penalties, parking fees, city entry fees arising from the use of the vehicle contrary to applicable regulations. Handling of any inquiry from public administration or charging the Renter with a fee on this account by the owner of the Vehicle, result in imposing an additional fee on the Rentee is subject to additional fee specified in the price list (point VII of the Terms and Conditions). Failure to settle the liabilities indicated in the first sentence of this point, after previous unsuccessful call summons, will result in the Renter being charged with the entire public liability and additional fee payment.

46. The Rentee acknowledges the necessity of performing on his own the periodic inspection resulting from indications of the odometer, indications displayed by the vehicle system or instructions received by the Renter's employee. It is the responsibility of the Renter to respect the indications displayed by the vehicle's system, such as: controlling the inspection intervals, arranging an appointment and delivery of the vehicle to any authorised service of the manufacturer, and informing the Lessor of the chosen service and time of inspection at [serwis@carnet.pl](mailto:serwis@carnet.pl) or by phone at 507 069 600. Exceeding the deadline for inspection, as well as the loss of warranty on the vehicle due to the fault of the Renter or the person driving the vehicle will result in the imposition of an additional fee on the Renter set out in the price list (point VII of the T&C).

### **IV. CHARGES**

47. The rent of the vehicle is determined in the course of concluding the Agreement pursuant to point II above. If the rental period is extended (point II above), the amount of the rent is established accordingly. It also includes costs/fees for additional services determined at the time of concluding the Agreement. The Renter always receives information about the cost (total payment: rent + additional fees) and components of this remuneration.

48. Additional costs related to, among others: delivery and return of the vehicle to a place other than the place of conclusion of the agreement, costs of refuelling, service out of hours is determined on the basis of the price list - point VII of the Terms and Conditions, also available in the Lessor's office and on the website: [www.carnet.com](http://www.carnet.com). In the event of damage caused by the Renter (or the User) exceeding the amount of fees indicated in point VII of the Terms and Conditions (i.e. when such a fee relates to damage resulting from a breach of the Agreement), the Lessor may claim this amount (on the basis of the Civil Code). In the event of contact with the Lessor, the business hours of the Lessor's branch should be verified each time at [www.carnet.pl](http://www.carnet.pl). The standard hours are 8-18 on working days, 9-14 on Saturdays but these hours may vary.

49. As security for any claims that may arise from the performance of this Agreement (arising in the course of its performance), the Renter undertakes to pay the Lessor a guarantee deposit (deposit), the amount of which is determined before the conclusion of the agreement and then in the confirmation of the Agreement in a durable medium.

50. After obtaining the Renter's written consent (authorization signature), the amount blocked on the Renter's credit card is considered as payment of the deposit as specified above. The Renter agrees for the Lessor to carry out the pre-authorization operation of the amount of the deposit indicated in the agreement until the car is returned without physically using the payment card.

51. The Lessor takes over, in whole or in part, the amount of the deposit, without physically using the payment card in the event of the Renter's or authorized persons' violation of these Terms and Conditions, including failure to pay the accrued fees (indicated in point VII). The Lessor submits to the Renter a statement on the deduction of his liability for damage arising from the Renter's claim for a refund of the deposit, documenting the amount of damage. The unused portion of the deposit is refundable.

52. The rent (for the rental period determined in the course of concluding the Agreement) is calculated for the whole day. A delay in returning the car up to one hour does not result in payment for the next day.

53. The rent is charged in advance in the amount determined at the time of concluding the rental Agreement.

54. In the event of delay in paying additional fees (see table VII) or in the event of failure to pay the rent for the extended period of the Rental Agreement (in the manner described in point II above) after unsuccessful calls urging the Renter to pay, the Lessor may terminate the rent without notice period, subject to the right to charge the Renter with statutory interest and additional fees provided for in the Price List for additional fees (item VII).

55. The vehicle has a device fitted that prevents the vehicle engine from starting. In the absence of timely payment of rent or other charges arising from the Agreement, and after unsuccessful call to the Renter urging him to pay, the Lessor is entitled to block the vehicle,

provided that security measures are taken. The Lessor will start the vehicle immediately after the payment has been credited. The Lessor reserves the right to charge the rent for the period of immobilization of the vehicle.

56. No extension of the rental period (in the manner described in point II) and at the same time not returning the vehicle means that the Lessor is entitled to Remuneration for non-contractual use of the vehicle, which is a maximum of PLN 500 net (PLN 615 gross), for each commenced day of rent and depends on the rented vehicle group.
57. Fees based on the rental Agreement (including rent) are charged in advance, in Polish Zloty (PLN) and according to the rate applicable on the day of booking. All prices and fees indicated in the Agreement, including those listed in and on the website [www.carnet.pl](http://www.carnet.pl) are gross prices, unless otherwise specified in the Agreement or in the framework of the agreement.
58. Additional fees that were not determined at the time of conclusion or extension of the Agreement in accordance with the procedure indicated in point II of the Terms and Conditions (and listed in point VII) will be included in the invoice delivered at the time of returning the vehicle or immediately after that date with a payment deadline of not less than 7 days.
59. A GPS transmitter is installed in the vehicle. The Lessor collects information from this transmitter in an automated and continuous manner, but will use this information, including analysing, only in the event of breach of the Agreement (including the Terms and Conditions) by the Renter or a complaint submitted by the Renter, e.g. by not returning the vehicle. For more information on this topic, see privacy policy, including personal data, attached to the Terms and Conditions.
60. In case of a long-term rental agreement, the parties define in the agreement a monthly limit of vehicle mileage. Increasing the limit is possible with the consent of the Lessor and after paying an additional fee specified in the price list. In case of exceeding the limit the Rentee is obligated to pay the Renter and additional fee in the amount specified in the price list for each exceeded kilometer.

## V. RETURN OR REPLACEMENT OF VEHICLES

61. After the end of the rental period, the Renter is obliged to return the car in the city in which the vehicle was handed over together with a set of keys and documents. The vehicle may be returned to a different place upon agreement with the Lessor concerning the time and place of return and provided that due payment is paid to the Lessor in relation to such return (see table in point VII below). In the event of a delay in returning the car without the consent of the Lessor, the Lessor is authorized to collect the car from any place and to charge the Renter with full costs of collecting it (according to the table in point VII below).  
In the case of collection of a vehicle from abroad for a reason attributable to the Renter, the fee is the product of the number of km (round trip) between the place of collection and the Lessor's branch office and the rate specified in point VII.
62. The Renter receives the car externally clean and technically sound in accordance with the handover form and undertakes to return the vehicle undamaged except for fair wear and tear resulting from proper use of the vehicle. Any damage or dirt will be removed at the expense of the Renter (according to the fees in the table - point VII below).
63. The car, car keys and car documents may be returned only at the Lessor's office in the city indicated in the rental agreement and to the representative of the Lessor, subject to paragraph 48. It is forbidden to hand over the car keys and car documents to unauthorized persons. Return of the car should be confirmed by a return form signed by the representative of the Lessor and the Renter (or authorized User). If the Renter evades participating in collection of the car or signing the return form, leaves the car in a place where no representative of the Lessor is present (e.g. in a service station) or is absent from the agreed place and time of return of the car, the Lessor may collect the car unilaterally by signing the return form.
64. The Renter is obliged to return the vehicle with the same amount of fuel that he received when collecting the car. In the event of breach of the above obligation, the Lessor will charge the Renter with an additional fee in accordance with the price list in point VII.
65. In the event of damage to the vehicle, accident, vehicle theft, damage to the car as a result of burglary or other prohibited acts, the Renter is obliged to report this fact to the Lessor and to the nearest police unit immediately. The Renter is obliged to obtain and present the Lessor a confirmation that the Police have accepted the notification. Any damage not reported to the Police will be liquidated at the expense of the Renter.

## VI. VEHICLE INSURANCE AND RENTER'S LIABILITY

66. The vehicle has motor hull insurance AC and third party liability policy OC (subject to the provisions of these Terms and Conditions) that limits the liability of the Renter (the person driving the vehicle) in the event of a collision or theft, with the exception of:
  - 66.1. intentional damage to the vehicle;
  - 66.2. damage while driving under the influence of alcohol or when intoxicated, after consuming drugs or psychotropic substances and / or without a valid driving license in the territory of the Republic of Poland;
  - 66.3. damage that occurred when the driver was a person not authorized to drive the vehicle as it is indicated in the Agreement or in the Terms and Conditions
  - 66.4. driving the car outside Poland without the consent of the Lessor;
  - 66.5. failure to meet the obligations required by the insurer, resulting in refusal to pay compensation;
  - 66.6. in case the driver flees the scene of an accident
  - 66.7. other special cases arising from the general conditions of insurance contracts or policies.
  - 66.8. exceeding the speed limit or load capacity, or other violation of traffic regulations in force at the place of collision or traffic accident;
  - 66.9. participation in competitions, rallies, races, shows and other similar events;
  - 66.10. using false data or documents to rent a car in the aforementioned cases, the damage is covered partly or completely by the Renter specified in the conditions of insurance companies (TU).
67. The Renter is obliged to read the provisions of the policy, the general terms and conditions of car insurance contracts and to comply with the provisions contained in the conditions, and in the case of making the vehicle available to another person - also instruct the person driving the vehicle (User) about the obligations arising from the above documents - under pain of obligation to repair the damage. The current general terms and conditions of the insurance contract are available at [www.carnet.pl](http://www.carnet.pl). In addition, at the request of the Renter, the content of the current general conditions of the insurance contract is made available to the Renter before the conclusion of the rental agreement. After conclusion of the Agreement, the Renter can read the current general conditions of the insurance contract in each Lessor's office.

68. In accordance with the Civil Code, in the event of breach of the rental Agreement and damage, it is for the Renter to prove that the breach of the Agreement, including the terms of the Terms and Conditions, occurred for reasons for which he is not responsible. This evidence can be (non-exhaustive list): a written statement of the perpetrator of the event or an official police note from the place of incident in which the circumstances are described in detail or it can be a documentation of the preparatory proceedings in the event of theft or other criminal events.
69. If the Renter, regardless of the circumstances, loses the car keys, the vehicle registration certificate or a license plate, he will be charged with the additional fee indicated in point VII below.
70. In the event of a damage / collision which is to be covered from third party liability policy of another traffic participant (the perpetrator), the Renter shall not bear the costs of using the car during the rental period as well as other costs. The Renter is not charged with any costs, however, he is obliged to cooperate with the insurance company to the extent necessary to cover the damage, in particular to provide a written description of the incident, a copy of the document authorising him to drive a car and an identity document. In the event of car theft, the Renter is also obliged to immediately return the keys and documents to the Lessor. In the absence of notification of damage with all documentation required by the Insurance Company, he will be fully charged with the cost of damage under the principles arising from the provisions of the Civil Code.
71. The Renter is responsible for the missing parts and equipment as well as damage resulting from his fault due to improper use and not enough protection of the car, and loss of documents. Damage resulting from the obligation to return the vehicle in good condition shall be covered by a liquidation fee (up to 2 500 PLN gross) and other additional charges specified in point VII of these Terms and Conditions. In the event of damage higher than the amount of the fee indicated in point VII, the Lessor may claim additional compensation. Covering damage includes, among others the following cases:
  - 71.1. deficiencies in the equipment of the car or part of it described in the handover form and compensation for excessive wear of the car inside or outside;
  - 71.2. damage caused by improper use of the car or negligence of the Renter not covered by the insurance policy (e.g. damaged mirrors, cracked headlights, minor damage to body parts)
  - 71.3. actual damages, not reported at the time of their occurrence;
  - 71.4. liquidation of other damages and the costs of restoring the vehicle to a state corresponding to normal wear and tear;
  - 71.5. compensation for the loss of value of the vehicle as a result of an accident, if the cause of the accident was fully or partly the fault of the Renter, the person driving the vehicle or the passenger of the vehicle.
72. The Renter may limit his liability (for violation of this Agreement) arising from the provisions of the Civil Code and including compensation for loss and lost profits which are in a normal causal relationship with a culpable breach of the Agreement. Limitation of liability will occur after selecting "gold" package. Not choosing this option means that the Renter is responsible on the general principles arising from the provisions of the Civil Code. If you choose the "gold" package, your rent will be increased by fees in accordance with the applicable price list, increased by the amount of tax on goods and services, according to the applicable rate. Limitation of liability means that in the event of breach of the rental Agreement (including Terms and Conditions) that causes damage, no liquidation fee (2 500 PLN) will be charged as indicated in point VII of the Terms and Conditions. The Renter will be obliged to repair the damage only if its value exceeds 2 500 PLN.
73. In the event of a car breakdown, the Renter is obliged to notify the Lessor of this fact. The Lessor shall attempt to repair the car, and if the rented vehicle is immobilized for a period longer than 24 hours, shall provide a replacement car if possible. The replacement car should, if possible, have a standard that matches the standard of the rented car. A replacement car will not be available if:
  - 73.1. At least one of the following events occurs: loss of registration certificate, insurance policy, car keys or registration plate(s);
  - 73.2. Immobilization of the vehicle takes place outside the territory of the Republic of Poland, unless the Lessee has purchased additional insurance providing a replacement vehicle outside the territory of the Republic of Poland or the Guarantor provides a replacement vehicle;
  - 73.3. Car damage due to the fault, as well as partial fault of the Renter or the person driving the vehicle;
  - 73.4. Parking damages and acts of vandalism, unless they make it impossible to use the vehicle and the Renter is not responsible for their occurrence;
  - 73.5. Flat tyres.

## VII. ADDITIONAL FEES PRICE LIST

	OCURRANCE	FEE
A.	lack of registration certificate, registration plate or registration sticker on the windshield	350 PLN – per element
B.	exceeding the inspection deadline, loss of warranty for the vehicle due to the fault of the Renter (person driving the vehicle)	5 000 PLN
C.	breaking the ban on smoking, using electronic cigarettes, drinking alcohol, taking drugs in the car	500 PLN
D.	breaking the ban on transporting animals	350 PLN
E.	towing other vehicles with a rented car	500 PLN
F.	making the vehicle available to drive to an unauthorized person	2 500 PLN
G.	unauthorized driving of the vehicle outside of the Republic of Poland	249 PLN per day
H.	delay in returning the vehicle after prior summons	500 PLN per day
I.	damage that occurred during the rent, and not settled in the liability policy of the perpetrator	2 500 PLN <sup>1</sup>
J.	damage, lack or loss of car key or remote control	2 500 PLN
K.	returning the car with removable (i.e., that can be removed as part of standard cleaning procedures used in professional car washes) stains on the seats, upholstery, in car boot	300 PLN
L.	refuelling the car with the wrong type of fuel	3 000 PLN
M.	dismantling, replacing a car part or modification, repairs without the consent of the Lessor	2 000 PLN + the cost of restoring the vehicle to its original condition

N.	damage or loss of each hubcap (for each hubcap)	150 PLN for each hubcap
O.	damage to the aluminium rim	1 000 PLN – for each rim
P.	damage to the steel rim	500 PLN – for each rim
R.	losing a parking ticket issued by the car park operator	150 PLN
S.	fee for early termination of the rental agreement due to the Renter's fault	350 PLN
T.	administrative fee for service of foreign mandate	700 PLN + the cost of the actual ticket
U.	administrative fee for polish mandate service	120 PLN + the cost of the actual ticket
W.	preparation of a vehicle repair cost estimate at the customer's request	300 PLN
Y.	collection of the vehicle from abroad for reasons attributable to the Lessee	3 PLN net / km
Z.	refilling of missing fuel	49 PLN + fuel cost

When the parties make a different arrangement in the rental agreement, the Lessee is bound by the fee in the amount specified in the rental agreement - own contribution (damage). If the parties do not agree otherwise, the Lessee shall be bound by the fee specified in the price list of additional charges of T&C.

#### VIII. COMPLAINTS

74. Complaints should be sent by post to the address of the Lessor's office indicated in point 1 or to the e-mail address: reklamacje@carnet.pl
75. Complaints will be processed within a maximum of 30 days from the date of receipt of the complaint by the Lessor. Complaint delivery times by a postal operator or e-mail service are not included in the time limits for handling the complaint.
76. The Renter will be informed electronically about the way in which the complaint will be handled by sending an e-mail to the e-mail address provided by the Renter - if the complaint has been sent by e-mail, or by post to the postal address provided by the Renter - if the complaint has been received by letter.

#### IX. PRIVACY AND CONFIDENTIALITY

77. Personal data provided by the Renter are processed by Car Net Polska Sp. z o.o. in accordance with applicable law and the privacy policy, in particular throughout the period of performance of agreements and obligations, the period of limitation of claims arising from legal provisions and the period of storage of documents for tax and accounting purposes. The privacy policy is available on the websites of Car Net Polska Sp. z o.o. ([www.carnet.pl](http://www.carnet.pl)), and the Renter receives information on the principles of personal data processing from Car Net Polska Sp. z o.o. to the email address provided or together with these Terms and Conditions.

#### X. EXTRAJUDICIAL METHODS OF DEALING WITH COMPLAINTS AND REDRESS

78. The website of the Office of Competition and Consumer Protection at: [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php) offers detailed information on the possibility the Customer who is a consumer has, to use extrajudicial methods of dealing with complaints and redress as well as the rules of access to these procedures.
79. You can also contact the President of the Office of Competition and Consumer Protection (phone number: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or in writing: Plac Powstańców Warszawy 1, 00-950 Warsaw), whose task is, inter alia, providing assistance to consumers in matters relating to out-of-court resolution of consumer disputes.
80. A consumer has the following examples of possibilities of using extrajudicial methods of dealing with complaints and redress: (1) a request to settle the dispute to a permanent amicable consumer court (more information at: <http://www.spsk.wiuh.org.pl/>) ; (2) a request for out-of-court resolution of the dispute to the voivodeship inspector of Trade Inspection (for more information see the website of the inspector competent for the place of business of the Seller); and (3) assistance from the district (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection (including the Polish Consumer Federation, the Association of Polish Consumers). Advice is provided, among others, by e-mail at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and at the consumer helpline number 801 440 220 (hotline open on business days between 8:00 and 18:00, call charge according to the operator's tariff).
81. <http://ec.europa.eu/consumers/odr> is a platform available for online dispute resolution between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales agreement or agreement for the provision of services (more information on the platform's website or at the Office of Competition and Consumer Protection's website: [https://uokik.gov.pl/spory\\_konsumenckie\\_faq\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php)).

#### XI. FINAL PROVISIONS

82. The Parties undertake to immediately notify of any change to address for delivery, under pain of accepting the statements and letters addressed to the given address as delivered, provided that it does not limit the exercise of the rights of consumers.
83. The default form of documenting transactions is invoicing. Invoices and other documents will be made available in electronic form. Acceptance of the Regulations also constitutes acceptance of the sending (sharing) of invoices in electronic form, within the meaning of the provisions on tax on goods and services. To ensure the authenticity of the origin of invoices within the meaning of separate regulations, invoices will be made available in electronic form to the e-mail address provided. To ensure the integrity of the content of invoices within the meaning of separate regulations, invoices made available in electronic form will be generated as files in PDF (Portable Document Format) format, secured in a way that prevents the invoice data from being changed.
84. The Renter declares that he has read these Terms and Conditions and that:
- 84.1. The data he has provided are consistent with the actual state;
- 84.2. He has full legal capacity;
- 84.3. He has received information on the principles of personal data processing;
- 84.4. He has the required permissions to drive a vehicle and, in particular, is not deprived of the right to drive a motor vehicle pursuant to a court or competent authority decision;
- 84.5. No proceedings are pending against him that could lead to the deprivation of the right to drive a motor vehicle.

#### 85. Attachments:

1. Template -> Rental agreement (in case of concluding the agreement in a traditional way)
2. Template -> Confirmation of distance agreement (in case of concluding distance agreements);
3. Template -> Vehicle handover form;
4. Template -> Vehicle return form.