

# General Vehicle Rental Conditions (GVRC) in the RENTIS network

## Glossary:

- 1) Lessor: party to the rental agreement, providing the Customer with a car for use, i.e. Rentis S.A. or the Authorized Representative of Rentis S.A., whose data is specified in detail in the rental agreement.
- 2) Rentis S.A.: creator of the Rentis franchise network, address: ul. Serdeczna 8, 62-081 Wysogotowo, NIP 5222993398, REGON 145923560, share capital PLN 200,000 fully paid up, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register under KRS number 0000402288.
- 3) The customer also called the Lessee: party to the rental agreement, taking the car to use, meeting the conditions of point 2. (i.e. a consumer, a natural person running a business, a legal person or an organizational unit without legal personality), obliged to pay the amounts due under the rental agreement, subject to the provisions of separate agreements and point 1 (1) of the GVRC.
- **4) Consumer:** a natural person who, in accordance with art. 221 of the Civil Code concludes a vehicle rental contract for purposes not directly related to their business or professional activity.
- 5) User: The Customer or another person authorized by the Customer to conclude a rental agreement on behalf of and for the Customer, including incurring financial obligations and authorized to drive (drive) a car indicated in the Rental Agreement, having valid driving license.
- 6) Car: also known as a vehicle the subject of the rental agreement, specified in the rental agreement. The subject of the lease is a vehicle belonging to the group of vehicles that was ordered, and not the exact type or model of the vehicle.
- 7) Lease contract (or rental agreement): the contract concluded by the Lessee with the Lessor, specifies, inter alia, subject of the contract, rent, with attachments, including protocols.
- 8) Separate agreements: agreements concluded between Rentis S.A. and the Lessee and / or the User and / or the Ordering Party, in particular assistance contracts, contracts for the performance of a lease with civil liability insurance.
- 9) Attachments to the rental agreement: constitute its integral part: vehicle handover / collection protocol, information on the processing of personal data, authorization to collect compensation (only for the rental of the vehicle from the perpetrator's civil liability insurance).
- **10) Vehicle handover / collection report:** specifies the detailed condition of the vehicle, including its technical condition and equipment at the time of handover or collection by the User.
- 11) General terms and conditions of vehicle rental: also known as GVRC, define vehicle rental issues not regulated in the rental agreement. An integral annex to the GVRC is Annex No. 1 Price list of penalties and fees.
- **12) Ordering party:** a third party initiating the conclusion of lease agreements between the Customer and the Lessor, e.g. the Insurer (rental of a replacement vehicle from the perpetrator's civil liability insurance) or Assistance or fleet operators.
- 13) Form of conclusion of the contract: conclusion of the contract, annex, acceptance of the GVRC and attachments takes place in writing or in the form of a document (within the meaning of the Civil Code, including e-mail, text messages, recorded phone calls) via an electronic device e.g. . Lessor's tablet. After concluding the contract in a documentary form, the contract with attachments and the OWNP with attachment / attachments will be sent to the User's e-mail address provided at the conclusion of the contract.
- **14) Deposit:** the amount to secure all claims of the Lessor against the Lessee under the rental agreement, indicated in the contract (its amount depends on the vehicle class). Secured in the form of a pre-authorization on a payment card, and in the case of family, Premium and Luxury cars also additionally on a credit card.



# 1. General provisions

- 1.1. The rental agreement establishes the rights and obligations of the parties, ie the Lessor and the Customer. The issues not regulated in the contract are determined by the GVRC or the provisions of separate contracts.
- **1.2.** In the case of renting the same vehicle by several people, their liability is joint and several.
- 1.3. In the case of concluding a lease agreement, through / with the participation of the Ordering Party, the (more favorable) arrangements of Rentis with the above-mentioned entity, resulting from separate agreements (including the fee the daily rental rate), apply to the lease agreement.
- **1.4.** In the event of replacement of the vehicle during the term of the contract, unless the Parties agree otherwise, the newly delivered vehicle becomes, from the moment of its receipt, a new subject of the lease, under the existing conditions.
- 1.5. If it is not possible to deliver the vehicle, the Lessor has the right to deliver a vehicle of the same size or larger than the Lessee accepts. In such a situation, the Renter or the User shall not bear any additional costs. If the Renter or the User accepts the smaller vehicle, then the difference in price (rent) will be reimbursed to the Renter. All costs related to the operation of a larger vehicle, e.g. the cost of fuel, are borne by the User.
- **1.6.** The Lessee who is a natural person conducting business activity is obliged to indicate, at the latest when booking or concluding the Agreement, that he does it as part of his business or professional activity.
- 1.7. In the event that the User's authorization to represent the Client is not confirmed and to conclude a rental agreement on his behalf and for his benefit, and / or the Client refuses to pay the amount due under the rental agreement, the User confirms that he has full knowledge and awareness that he will be obliged to payment of all amounts due under the lease agreement, including the rent (e.g. in accordance with Article 103 of the Civil Code).

### 1.(1). Renting a replacement vehicle from the perpetrator's civil liability insurance / Assistance

- **1.(1).1.** In the case of concluding a rental agreement as a replacement vehicle, the Customer additionally authorizes Rentis to collect the compensation directly from the insurance company, together with the conclusion of the rental agreement, in order to enable the noncash settlement of the rent. In the event of a refusal by the insurance company to pay, in whole or in part, the Customer is obliged to pay the Lessor the amount due under the rental agreement, including the rent to the extent unpaid by the insurer, within 7 days from the date of the call.
- **1.(1).2.** The replacement vehicle rental lasts for the period for which the authorization was granted by the Customer. In the absence of further authorization of the rental period, the Customer is obliged to return the vehicle to the Lessor or extend the duration of the rental agreement on the terms set out in points 4.8 and 5.4. (2). GVRC.

## 2. Customer's minimum age, driving license, other documents

- **2.1.** The user of the car can only be the Customer or a person indicated by him and entered in the rental agreement as a User. The Customer is responsible for the User's actions as well as for his own. The user must have a valid and valid driving license in Poland:
- in the case of renting a Mini and Economy class vehicle, be at least 21 years old and have had a category B driving license for at least 1 year.



- in the case of renting a vehicle, Compact and Crossover class at least 23 years of age and have had a category B driving license for at least 1 year.
- in the case of renting a vehicle of other classes, be at least 28 years old and have had a driving license of the appropriate category for 3 years.

The Lessee declares that the User will comply with the requirements set out in this point at any time during the term of the rental agreement. The Lessee declares that the User has an active (current) right to drive motor vehicles on the territory of the Republic of Poland in the category authorizing to drive a vehicle, i.e. the rights have not been suspended or withdrawn.

- 2.2. The Lessee or the User is obliged to present to the Lessor, at the latest upon signing the lease agreement and handing over the subject of the lease, documents confirming the fulfillment of the requirements referred to in point 2.1. above.
- 2.3. To sign the rental agreement and deliver the subject of the lease, two documents confirming the identity of the Lessee or the User or two identity documents of the person / persons authorized to represent the above-mentioned entity are required.

## 3. Use, restrictions of use

- **3.1.** The user receives a technically efficient vehicle without faults and any damage (comments on the technical condition, internal and external appearance and noticed damage are included in the vehicle handover / acceptance report).
- 3.2. The User undertakes to use the vehicle in accordance with its intended use, properties and manufacturer's instructions (included, among others, in the vehicle manual available in each car or available at the Lessor's point), the Lessor's instructions, and in accordance with road traffic regulations. The user may not use the vehicle for purposes other than those related to the normal use, use of the rental object, including participation in car events, car tests, transport of flammable goods, poisonous and dangerous materials, assistance in committing illegal activities, even if not they are punishable by imprisonment.
- **3.3.** The user undertakes to take care of the vehicle and keep it in good condition, in particular taking into account the characteristics of the vehicle, its external and internal appearance and the requirements specified by law. Good condition of the vehicle means the condition not deteriorated in relation to the condition on the date of its release, taking into account its wear resulting from proper use.
- **3.4.** The user is obliged to regularly inspect the vehicle: including checking the level of oil, washer fluid, coolant and brake fluid as well as checking the lighting and making sure that it meets all the conditions necessary for safe driving. In the event of the appearance of a control lamp on the dashboard, the Lessee or the User is obliged to notify the Lessor at the telephone number provided by the Lessor in the vehicle rental agreement.
- 3.5. The User has no right to give the car to a third party for free use or sublet, however, he may indicate in the rental agreement the data of the User who will be using the car.



- **3.6.** It is forbidden to smoke in the car, transport animals in the car and tow other vehicles. In the event of a breach of any of the prohibitions indicated in the preceding sentence, the Lessee is obliged to pay a contractual penalty indicated in the Lessor's Price List.
- **3.7.** It is strictly forbidden to drive a car under the influence of alcohol or other drugs, in particular drugs, intoxicants.
- **3.8.** The vehicle may only transport the number of people specified in the vehicle registration certificate. It is not allowed to transport loads above the permitted load, loads that are flammable and dirty the subject of the lease, and it is not allowed to tow other cars and trailers.
- **3.9.** The user is obliged to properly secure the vehicle, including against theft and burglary (in a customary manner), in particular, it is not allowed to leave the vehicle documents, keys and it is necessary to properly lock the vehicle..
- **3.10.** The User may not, without the prior written consent of the Lessor, change the intended use of the vehicle or make any changes to the vehicle, and in particular install additional equipment..

#### 4. Rental fees, insurance, costs

- **4.1.** Rental fee the daily rate (rental fee) is specified in the rental agreement or in a separate agreement, referred to in point 1.3 (and is payable in advance), unless otherwise stipulated in separate agreements and in point 1 (1) of the GVRC.
- **4.2.** The vehicle is fully insured. The insurance conditions are in the car.
- **4.3.** However, the scope of vehicle insurance does not cover all damages, i.e. it does not cover damages in the cases indicated below and in point 4.4 .:
- a) the driver's escape from the scene of the accident or collision,
- b) submitting a false declaration as to the place, time, circumstances and causes of the damage,
- c) drive a vehicle after taking drugs or psychotropic substances, under the influence of alcohol and without a valid driving license,
- d) departure by the vehicle outside the territory of the Republic of Poland without the consent of the Lessor,
- e) failure by the Lessee to fulfill the obligations required by the Insurer, resulting in the refusal to pay compensation due to the Lessee's fault,
- f) exceeding the speed limit or vehicle load capacity or other violation of road traffic regulations in force at the place of the accident or collision,
- g) participation in competitions, rallies, races, shows and other types of events,
- h) using by the Lessee false data and / or documents for the purpose of renting a vehicle.
- **4.4.** The scope of insurance also does not cover theft of the car if the keys and / or vehicle documents are not returned to the Lessor and the vehicle has not been properly secured against theft and burglary. In this case, the Lessee is liable on the terms set out in point 7.2., And the Lessee who is a consumer within the meaning of Art. 221 of the Civil Code or a natural person concluding a contract directly related to its business activity, but not of a professional nature, under the terms of 7.3.



- **4.5**. The User undertakes to bear the costs related to the use of the vehicle and its operation, in particular the costs of fuel, lubricants and technological fluids, fees, and other burdens related to the possession and use of the vehicle, as well as the costs of parking, fines (and costs related to with handling fines), proceedings in cases of offenses, criminal and civil proceedings related to the possession and use of the vehicle by the Lessee (excluding cases where the Lessor is responsible) and other costs indicated in these conditions, including repairs for which the Lessee is responsible.
- **4.6**. The vehicle is handed over to the User with a full fuel tank and clean inside and out, and should be returned in such condition. If the car is returned in a condition other than that indicated in the preceding sentence, the Lessee will be obliged to pay the Lessor a contractual penalty specified in Annex No. 1.
- **4.7**. If the Lessee fails to return the car, within the time limit specified in the contract (subject to point 4.8). The Lessee will be obliged to pay the Lessor a contractual penalty for each commenced day, regardless of this the Lessor (or the authorized person / entity) is entitled to the activities specified in point 10.3. Contractual penalties in Rentis for renewal in individual classes are indicated in Annex no. 1.
- **4.8.** Extension of the rental period is possible after obtaining the consent of the Lessor and payment of the rent in advance for an additional extended rental period by transfer to the Lessor's bank account or by payment card at the Lessor's seat or point. If the Lessee fails to meet the conditions set out in the preceding sentence, the Lessor (or the authorized person / entity) is entitled to the activities specified in point 10.3.
- **4.9.** As the rental contract is concluded for a definite period, even if the vehicle is returned by the Lessee before the expiry of the contract or is later picked up, the fee (rent) for the rental of the vehicle must be paid in full for the entire rental period specified in the rental contract. The amount already paid for the unused rental period is not refundable. Record 4.9 does not apply to the Lessee who is a consumer within the meaning of Art. 221 of the Civil Code or a natural person concluding a contract directly related to its business activity, but not of a professional nature.

## 5. Deposit, payment terms

- 5.1. The deposit, i.e. the amount to secure all claims of the Lessor against the Lessee under the lease agreement, specified in the contract, and its amount depends on the class of the vehicle. If the Lessee purchases the SUPER TOP COVER (STC) for the entire rental period, referred to in point 7.9. the deposit is charged in ½ of its amount.
- **5.2.** The deposit is secured in the form of a pre-authorization on a payment card secured with a PIN code. For the Family, Premium, SUV Premium, Luxury, SUV Luxury car classes, two cards are required, one of which is a credit card.



- 5.3. The deposit is unblocked on the Lessee's payment card, subject to the next sentence, immediately after the car is returned and the rental agreement is properly performed. The actual time of the deposit release depends each time on the Lessee's bank (card issuer). If the bank does not release the deposit within 14 days, please contact the issuing bank.
- 5.4. The Lessee is obliged to pay the rent, costs of other ordered services, e.g. car seat rental and other fees in advance, by credit card or by bank transfer to the Lessor's bank account. In the case of making a payment in the form of a bank transfer, the date of payment is the date the funds are credited to the Lessor's bank account.
- **5.4.(1).** Payment of the rent or other costs, if any, in the situations referred to in point 1.3. May be on the side of the third parties indicated in this point. In the event of non-payment in whole or in part by the above-mentioned third parties, the Lessee is obliged to immediately pay the amount due, including the rent.
- **5.4.(2).** In the event that the Lessee, with the consent of the Lessor, extends the rental period beyond the period for which the payment is made by the third party indicated in point 1.3, the Lessee is obliged to pay the amounts due for the above-mentioned period of the contract.
- 5.5. The payment card operator is Elavon Financial Services Designated Activity Company (Limited Liability Company with a Designated Object of Activity), Branch in Poland with its registered office in Warsaw, ul. Puławska 17, 02-515 Warszawa, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 287836, REGON number 300649197, NIP number 2090000825, share capital of Elavon Financial Services Designated Activity Company EUR 6,400,001.00.
- 5.6. The Lessor is entitled to charge the payment card indicated by the Lessee when booking the vehicle or concluding the rental agreement with all costs related to the obligation to provide the required information to institutions / bodies, leasing companies, etc. in connection with a traffic violation committed by the Lessee or the person driving the car (e.g. a photo with speed camera), as well as the costs of any fines and penalties related in particular to the failure to pay the parking fee or the additional fee in the paid parking zone, throughout the limitation period, but not longer than for a period of 5 years, counting from the last day of the calendar year in which the fees or penalties have to be paid, ie the chargeable event has occurred. For possible complaints, the procedure set out in point 15 is applied.

### 6. Withdrawal from the contract and termination of the contract

6.1. The Lessor has the right to terminate the vehicle rental relationship with immediate effect (by phone - conversation or documentary: sent by text message and / or e-mail), if the Lessee or the User violates the essential provisions of the rental agreement, the OWNP and the general terms and conditions of insurance, in particular when The Renter or the User uses the vehicle in a manner inconsistent with the rental agreement or the intended use of the vehicle, neglects the vehicle to such an extent that it is exposed to damage or loss, makes it available to unauthorized persons, does not comply with the conditions specified in point 11 conditions (travel abroad). Then the Renter or the User is obliged to hand over the vehicle to the Lessor immediately.



- **6.2.** In the event of the Lessee's delay in paying the rent, deposit or any other receivables under the rental agreement or general terms and conditions, the Lessor may terminate the rental agreement immediately (by phone conversation and / or text message or / and e-mail). Then the Renter or the User is obliged to hand over the vehicle to the Lessor immediately.
- **6.3.** In the cases described in point 6.1 and 6.2, the Lessor or the authorized person / entity is entitled to the actions indicated in point 10.3.
- **6.4.** In the event that the Lessee or the User is delayed with the collection of the vehicle, the Lessor is entitled, at his own discretion, to: demand a contractual penalty in the amount of the daily rental rate for the subject of the contract specified in the rental agreement for each day of delay in collecting the vehicle or withdraw from this contract within two weeks, counted from the date on which the circumstances justifying withdrawal from the contract arose.
- **6.5.** The Lessee shall pay the Lessor a contractual penalty for withdrawing from the contract by himself or for withdrawing from the contract by the Lessor for reasons dependent

from the Lessee or the User, in particular in the situations referred to above 6.1, 6.2. and failure to meet the conditions of point 2.2 in the amount of PLN 200.

6.6. The Lessor may, in the event of theft, destruction, damage or failure to return the car on time by the Lessee or the User, or any other random event, withdraw from the contract within 2 weeks from the date of the occurrence of circumstances entitling to withdraw from the rental contract. In the case referred to in the preceding sentence, the Lessor undertakes to inform the Lessee or the User immediately after learning about the event justifying withdrawal from the contract.

## 7. Responsibility, rules of compensation

- **7.1.** The tenant is each time responsible the so-called own contribution in the amount indicated in the current Lessor's Price List or in a different amount resulting from separate agreements, in the event of:
- communication damage to the vehicle and / or any other damage, destruction (excluding total damage) or loss of the vehicle, vehicle theft. This amount is non-refundable. The own contribution is intended to cover the resulting damage, including loss of earnings as a result of vehicle downtime or loss, loss of value by the car in connection with the above-mentioned event, coverage of the excess amount in the damage resulting from the insurance policy, transport costs, costs administrative related to the handling of the damage.

Record 7.1. does not apply to the Lessee who is a consumer within the meaning of Art. 221 of the Civil Code and to a natural person concluding a contract directly related to his business activity, but not of a professional nature, to which clause 7.3 applies.



7.2. Regardless of the liability referred to in 7.1, the Lessee is fully liable for damages (including lost profits) arising in the subject of the lease, which are not covered by insurance (including in the circumstances indicated in points 4.3, 4.4 of these conditions) or which are not the insurer is fully covered by the insurer, in particular, the reason for which was driving the vehicle by unauthorized persons or using it for a prohibited purpose, and / or loading or improper operation of the vehicle, through the Lessee's willful fault and due to his carelessness or recklessness, driving the vehicle after drinking alcohol, drugs or intoxicants, and use of the car contrary to its intended use, e.g. participation in sports competitions, illegal transport of goods).

Record 7.2 does not apply to the Lessee who is a consumer within the meaning of Art. 221 of the Civil Code or a natural person concluding a contract directly related to its business activity, but not having a professional nature, to which the provision 7.3 applies.

7.3. A tenant who is a consumer within the meaning of Art. 221 of the Civil Code or a natural person concluding a contract directly related to its business activity, but not having a professional nature, shall be (contractual) liable for damages due to non-performance or improper performance of the contract in the scope regarding the obligation to return the car to the Lessor in a non-deteriorated condition. Subject to the OWNP in this point 4.3. 4.4, the repair of the resulting damage takes place - in the cases specified in the OWNP - through the payment of contractual penalties / fees referred to in the OWNP, including in the annex in the amount indicated in the current Lessor's Price List or in a different amount resulting from separate agreements. In the event of a communication damage to the vehicle, destruction, loss of the vehicle, vehicle theft, the so-called the own contribution is intended to cover the resulting damage, including loss of earnings as a result of the vehicle stoppage or its loss, loss of value by the car due to the above-mentioned event, coverage of the own share in the damage resulting from the insurance policy, transport costs, costs administrative related to the handling of the damage. In the event that the actual value of the damage would ultimately turn out to be lower than the amount of the fees charged, the Lessor shall immediately reimburse the Lessee for the difference.

The Lessee is liable (in tort) as specified in the provisions of the Civil Code, if the damage was caused by the fault (intentional or unintentional) of the Lessee, in particular in the circumstances indicated in points 4.3, 4.4 of these conditions, in the case of driving by unauthorized persons, driving the vehicle after drinking alcohol, drugs, intoxicants and the use of the car contrary to its intended use, e.g. participation in sports competitions. In the event of the Lessee's liability (contractual and tort liability), the Lessor selects the Lessee's liability regime.

7.4. The Lessee is also fully responsible for mechanical defects of the vehicle caused by his fault and not subject to warranty repair, in accordance with the rules provided for in these conditions, in particular due to the use of improper fuel (i.e. gasoline instead of diesel oil or diesel oil instead of gasoline), the amount of contractual penalties has been specified in the current Lessor's Price List.



- 7.5. The Lessee is obliged to cover any losses of the Lessor and / or Rentis S.A. (being the owner of the vehicle or the Beneficiary on the basis of vehicle leasing contracts) and removing any damage to the property of the Lessor and / or the above-mentioned Companies resulting from the use of the subject of the lease contrary to the contract, in particular in cases of failure to comply with the provisions of point 3., i.e. i.a. related to excessive wear and tear of the vehicle and loss of its value, damage to tires, wipers, vehicle interior, including damage to vehicle equipment, damage caused by cigarette butts, moreover damage caused by the Lessee and / or the Driver by smuggling using the subject of the lease, including lost earnings in the amount of rental rates for each commenced day. The above provision does not apply to the Lessee who is a consumer within the meaning of Art. 221 of the Code or a natural person concluding a contract directly related to its business activity, but not having a professional character, to which 7.3 applies. In the event of the insurer's refusal to pay the compensation due to the fault of the Lessee or the User due to the lack of a written statement by the vehicle driver as to the place, time, circumstances and causes of the damage, and / or failure to submit any documents required by the insurer, the Lessee is obliged to pay the full costs. repair of the resulting damage.
- 7.6. The Lessee is responsible for any damage caused by his own fault, the User and other passengers of the car to third parties during the rental agreement in connection with the use of the rented vehicle, not covered by the compensation obtained from the vehicle insurance or not covered by insurance. Record 7.6 does not apply to the Lessee who is a consumer within the meaning of Art. 221 of the Code, or a natural person concluding a contract directly related to its business activity, but not having a professional character, to which 7.3.
- 7.7. The Lessor is not responsible for the violation by the Lessee or the User of road traffic regulations and any fees, payments, fines, penalties that arise in connection with the use of the vehicle by the Lessee. In the cases referred to in the preceding sentence, the Lessee is obliged to pay the above-mentioned fines, fees, etc., submit relevant testimonies or explanations..
- **7.8.** The Lessor is not responsible for the movable property left and transported by the Lessee or the User and third parties in the subject of the lease.
- 7.9. The Lessee may limit the amount of his own contribution or release himself from the obligation to pay it in the case of purchasing from the Lessor a service called TOP COVER (reduction) or SUPER TOP COVER (removal) of the costs of this fee. The cost of the TOP COVER (TC) or SUPER TOP COVER (STC) service depends on the car class, and its amount is indicated in the current Lessor's Price List. The purchase of the services referred to in this paragraph does not release the Lessee from the remaining liability specified in these terms and conditions, including liability in the cases indicated in points 4.3 and 4.4.

### 8. Procedure in the event of accidents or other emergencies

**8.1.** Any events that may result in an obligation on the part of the insurance company to pay compensation, in particular communication damage, burglary, vehicle theft, damage to the vehicle, equipment, including as a result of vandalism, the Lessee or the User is obliged to report to the Lessor immediately at the number indicated by the Lessor in the contract 24



hours a day (also on public holidays), as well as provide a detailed written report and a sketch of the event until the vehicle is returned at the latest.

- **8.2.** The Renter or the User is obliged to immediately call the appropriate authorities (in particular the Police) for any road accident or collision arising in connection with the use of the vehicle and immediately inform the appropriate authorities (in particular the Police) about fire, theft or other damage, regardless of this on whose side is the fault.
- **8.3.** The Renter or the User is obliged to take appropriate measures provided for by road traffic regulations in order to ensure traffic safety at the scene of the accident.
- **8.4.** In the event of an event referred to in the preceding sections of this point, the perpetrator of which is a third party whose data can be determined, the User is obliged to obtain a statement of the perpetrator and a statement of the Police confirming the perpetrator's guilt and containing all other data required by the insurance company in which the vehicle is insured under an insurance contract, including: his name and surname, registration number and make of his vehicle, the number of his insurance policy and the name of the insurance company that issued such a policy. If the perpetrator is unknown, the Lessee or the User is obliged in accordance with point 8.1 immediately notify the appropriate Police station.
- **8.5.** The User is obliged to immediately inform the Lessor if the vehicle is not able to continue the journey or has been damaged in any way or the registration certificate has been electronically blocked by the Police..
- **8.6.** The User is obliged to follow the Lessor's instructions. Further proceedings depend on the type of damage. In the event of the Lessee's failure to comply with the General Terms and Conditions of Insurance, the Lessor's instructions, the Lessee shall be fully liable for any damages and losses of the Lessor and Rentis S.A. resulting from this.
- **8.7.** In the event of damage, the Lessee or the User is obliged to use all available means to reduce the damage and to protect the endangered vehicle against further damage.

### 9. Repairs

- **9.1.** If necessary, all maintenance services, repairs and other activities related to the subject of the contract may be performed by the User only upon prior (prior) notification to the Lessor and only with his consent and only at the Authorized Service Stations of the given vehicle brand, unless, in a specific case, the Lessor has indicated another repair point, or has agreed to repair at an unauthorized station.
- **9.2.** The User is obliged to appear at the authorized car service at the time and place designated by the Lessor in the event of a breakdown which, if not removed, may result in, in particular, further faults, creating a threat to traffic or the lack of proper protection of the vehicle against theft. This obligation also applies to appearing for a warranty inspection of the vehicle, if it falls within the period of use of the car.
- In the event of the loss of the car warranty due to the fault of the Lessee or the User, as a result of the Lessee's or the User's failure to comply with the obligations set out in the preceding sentence or other actions of the Lessee, he will be obliged to pay a contractual penalty in the amount indicated in Annex 1 to the GVRC.



**9.3.** Removal of the failure caused by the fault or neglect of the service by the Lessee or the User is at the Lessee's expense.

## 10. Handing over and return of the vehicle

- **10.1.** The User undertakes to return the vehicle in good condition (in accordance with point 3.3.), With complete equipment and documents. The dates and times of handing over and handing over the car are specified in the rental agreement. In the event of the Lessor's consent (pursuant to these terms and conditions) to extend the rental period, the actual rental period is indicated in the protocol. All costs of returning the vehicle are borne by the Renter or the User.
- **10.2.** In the event of the User's delay in returning the vehicle, he is obliged to pay to the Lessor the contractual penalty referred to in point 4.7. Notwithstanding the foregoing, Rentis or the authorized person / entity shall notify the Police about the appropriation of the car and may exercise the rights indicated in point 10.3.
- **10.3.** In the cases described in point 6.1 and 6.2, 12 and no return of the car within the period specified in the contract and / or despite the expiry of the rental contract, and / or in the cases indicated in point 4.7. or / and 4.8., The Lessor or the authorized person / entity is entitled to immobilize the vehicle and / or open it and tow the vehicle to the Lessor's seat, regardless of the place where the car is located.
- **10.4.** For reasons justified by the content of the concluded rental agreement, the rights indicated in point 10.3. and thus authorization by the Lessee or the User to perform the activities indicated in point 10.3. by the Lessor and / or the person / entity and the authorized person / s are irrevocable.
- **10.5.** In the event of returning the vehicle without a set of keys, both license plates and a registration certificate, fire extinguisher and / or other equipment indicated in the Report, the Lessee is obliged to pay contractual penalties and / or fees indicated in the current Lessor's price list for the lack of each of the above-mentioned equipment elements. In the case of missing more than one element, the penalties are added together.

## 11. Traveling abroad

11.1. Traveling by car outside Poland requires the prior written or documentary consent of the Lessor and it is mandatory to conclude an additional insurance valid outside the Republic of Poland at the expense of the Lessee or the User. Traveling to regions affected by or threatened by war and to Russia, Belarus, Ukraine and Moldova is prohibited. For failure to meet the conditions of point 12. The Lessee is obliged to pay the Lessor a contractual penalty in the amount indicated in Annex 1 to the GVRC, in addition, the Lessor may immediately terminate the lease agreement, in accordance with point 6.1 and use the powers indicated in point. 10.3.



# 12. Legislation, place of jurisdiction, other

- **12.1.** Any changes, termination, withdrawal or notifications arising from or related to the contract, subject to the situations expressly indicated in these general rental conditions, unless otherwise agreed, will be made in writing or in a documentary form.
- **12.2.** Any notifications, unless otherwise agreed, made in writing under the contract or related to it will be deemed effective,
- a) if they were handed over and delivered in person or by a messenger on the day of delivery.
- b) if they were sent by registered mail on the day of delivery of the letter or within 14 days from the date of posting by registered mail,
- c) if they were sent by e-mail or text message on the day of sending.
- The above does not apply to Tenants who are consumers within the meaning of Art. 221 of the Civil Code or natural persons concluding an agreement directly related to their business activity, but not of a professional nature.
- 12.3. The conclusion of the Agreement, the annex and the acceptance of the GVRC and attachments to the contract takes place in writing (signed by the Lessee or an authorized User and the Lessor's representative) or in the form of a document (within the meaning of the Civil Code, including e-mail, text messages, recorded conversations) by telephone) via an electronic device e.g. the Lessor's tablet. In the event of signing the above-mentioned documents in a documentary form, they are immediately sent to the e-mail address provided in the contract.
- **12.4.** Reservation of contractual penalties and fees in GVRC does not infringe the Lessor's right to demand compensation for damage for which the Lessee or the User is responsible, to the extent that the damage exceeds the amount of the reserved contractual penalty / fee.
- **12.5.** The Lessee or the User is not entitled to transfer the rights or obligations under the Agreement to a third party without the Lessor's consent expressed in writing, otherwise null and void. The Lessor is entitled to transfer the rights or obligations under the Agreement to a third party without the consent of the Lessee.
- **12.6.** Any attachments to the rental agreement, GVRC and attachments constitute an integral part of the rental agreement.
- **12.7.** The contract is subject to Polish law. In matters not covered by this contract, the provisions of the Civil Code shall apply.
- **12.8.** The competent court is the competent court according to the Lessor's choice, this does not apply to Tenants or Users who are consumers within the meaning of Art. 221 of the Civil Code and or natural persons concluding an agreement directly related to their business activity, but not of a professional nature.

### 13. Storage and processing of personal data

**13.1.** Providing personal data is voluntary, but necessary to conclude or perform contracts, or to take action at the request of the data subject, before concluding the above-mentioned contracts. The consequence of not providing personal data will be the inability to conclude and perform the contract.



- **13.2.** All information regarding the processing of personal data by Rentis, including the administrator's data, purpose, scope and period of processing, can be found in the Information on the processing of personal data attached to the rental agreement and specified in the Privacy Policy available at www.rentis.com.
- 13.3. In order to detect and prevent crime and protect Rentis' property, an electronic device (GPS) is installed in the vehicles to track the routes traveled by the vehicle. This information may be used during the rental period and after its termination only if necessary (e.g. transfer of ownership of the vehicle), in accordance with the law.

#### 14. Reservation of the vehicle and conclusion of the contract via the Internet.

- **14.1.** Reservation of the vehicle via the Internet is made via the form posted on the RENTIS websites.
- **14.2**. The conclusion of the lease agreement takes place by sending a supplemented and the form accepted by the Lessee to the RENTIS address, which form constitutes the Lessee's offer for the rental of the indicated vehicle (and an inquiry about its availability), at the indicated date and place, and acceptance by RENTIS of the above-mentioned Lessee's offer by confirming the reservation by RENTIS.
- **14.3.** Subject to point 14.4. and 14.5. if RENTIS accepts the Lessee's offer, the Lessee will receive from RENTIS to the e-mail address provided, "confirmation of booking in the Rentis system" a voucher, indicating the Lessee's data, vehicle rental period and place of vehicle collection.
- **14.4.** The condition for accepting the reservation by RENTIS is the total fulfillment by the Lessee of the following conditions: RENTIS 'acceptance by the Lessee of the general terms and conditions of the vehicle rental, fulfillment by the Lessee of the conditions provided for in point 2 of these general terms and conditions of the vehicle rental by RENTIS, submission of the form for at least 24 hours. before the rental start date indicated in the form, providing credit card details that meet the conditions referred to in point 5 of these terms.
- 14.5. In the case of booking a specific vehicle model, i.e. the so-called "Vehicles on request", the Lessee will first receive from RENTIS to the indicated e-mail address "confirmation of the receipt of the inquiry in the Rentis system". Then RENTIS within 24 hours. from receipt of the form, he will confirm the availability of the vehicle or as required information about an alternative, available solution.
- 14.6. In any case, after the conclusion of the contract, the Lessee is obliged to pay the reservation fee in the amount of PLN 200, within the period indicated by RENTIS, at the Lessee's discretion: by transfer to the bank account indicated by the Lessor or by allowing the Lessor to block funds on the credit card. Failure to pay the booking fee in the abovementioned the deadline specified in the preceding sentence shall be deemed to be the Lessee's cancellation of the booking and withdrawal from the contract.
- **14.7.** A tenant who is a consumer within the meaning of Art. 221 KC has the option without giving a reason and without incurring costs to withdraw from the rental agreement within 14 days from the date of receipt of the confirmation of the vehicle reservation. The Lessee may withdraw from the contract by submitting a statement to RENTIS before the deadline referred to in the preceding sentence, to the RENTIS address. However, if the start date of the vehicle rental period falls within a period shorter than 14 days from the date of receipt of the booking confirmation, the Lessee hereby declares that he requests the rental service to be provided on the date indicated by him, i.e. before the expiry of his statutory withdrawal period.
- **14.8.** Subject to point 14.7. The Lessee may cancel the reservation (withdraw from the contract) by notifying RENTIS by e-mail about the cancellation of the reservation no later than 48 hours before the beginning of the rental period. If the booking is canceled later than



48 hours before the start of the rental period, the Lessee will each time be charged by the Lessor with a fee in the amount of the reservation fee - for the costs of preparing the vehicle and organizing the rental incurred by the Lessor.

- **14.9**. Regardless of the fees referred to in 14.6, upon handing over to the Lessee of the vehicle, the deposit referred to in point 5 of the general terms and conditions of the vehicle rental, therefore the Lessee is obliged to present the payment and / or credit card, the data of which the Lessee provided in the online form in accordance with point 5 of these rental conditions.
- **14.10.** Failure to collect the vehicle by the Lessee at the place and time agreed by the parties is considered a withdrawal from the rental agreement by the Lessee. In this case, the Lessee will be charged by the Lessor with a fee in the amount of the reservation fee for the costs of preparing the vehicle and organizing the rental incurred by the Lessor.
- **14.11.** In the event of non-compliance by the Lessee with the requirements provided for in these general Rental Conditions, including inconsistencies of data provided in the online form, Rentis will be entitled to terminate the rental agreement without notice. In this case, the Lessee will be charged by the Lessor with a fee in the amount of the reservation fee for the costs of preparing the vehicle and organizing the rental incurred by the Lessor
- **14.12.** RENTIS may cancel the reservation and / terminate the rental agreement without notice at any time, in the event of obtaining information from the Police and / or other reliable source about the unreliability and unreliability of a given Lessee, justifying the fear of non-performance or improper performance of the contract by the Lessee.
- **14.13**. In the event of extending the rental period, the fees are charged in accordance with point 4.8 of these general terms and conditions of the vehicle rental, according to the price list (rental rates) in force at RENTIS on the date of the extension of the rental.
- **14.14.** In matters not regulated in this point, the remaining provisions of these general rental conditions apply to the booking of a vehicle via the Internet via the form.

#### 15. Complaints

- 15.1. The complaint may be submitted by letter to the Lessor's address indicated in the rental agreement or by e-mail to the following e-mail address: infolinia@rentis.pl The complaint should contain the details of the rental agreement and the rented car as well as a description of the problem.
- **15.2.** The Lessor will respond to the consumer's complaint within 14 days of its receipt.
- 15.3. The Lessee has the option of using extrajudicial means of dealing with complaints and pursuing claims arising from the lease agreement. The European Commission publishes a list of entities conducting out-of-court resolution of consumer disputes notified to it by the Member States of the European Union on the ODR (Online Dispute Resolution) platform available at:

https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&Ing=PL.

**15.4.** Contact with the Lessor is possible: by letter to the address indicated in the contract, or by phone at +48 720 200 500 or by e-mail to the address <u>infolinia@rentis.pl</u>



### Annex No. 1

Price list of contractual penalties and fees to the General Vehicle Rental Conditions - all gross prices in PLN.

	CONTRACTUAL PENALTIES FOR:	Amount:
1.	Smoking in the car	500
2.	Transporting animals	500
3.	Towing other vehicles	500
4.	Dirty car interior	250
5.	Vehicle dirty from the outside	100
6.	Burnout or damage to the upholstery	As manufacturer quote +10%
7.	Refueling with the wrong fuel (ON instead of PB or PB instead of ON)	2000
8.	Loss of the car warranty due to the fault of the Lessor or the User	2000
9.	Failure to perform a vehicle inspection within the prescribed period or with the indication of the on-board computer	1500
10.	Lost plates	500
11.	Lost the key	2000
12.	Loss of the registration certificate	500
13.	For each day of excluding the vehicle from use caused by the need to recreate new items referred to in point 7, 8, 9, 10, 11 and / or 12	The fee, depending on the vehicle class, according to the currently applicable rental rate, for each day the vehicle is turned off
14.	Missing: first aid kit, warning triangle, fire extinguisher	100/each
15.	No vehicle instructions	150
16.	No hubcap	150/each
17.	Missing parts of the car's equipment not included in the price list / damage to the chassis	As per manufacturer / dealer quote +10%
18.	No fuel	The cost of purchasing the missing fuel + 50 PLN fee
19.	Making the vehicle available to a person who is not a Lessee or a User	2000
20.	Total damage to the vehicle (contractual penalty does not apply to consumers)	5000
21.	Going abroad without the consent of Rentis	1000
22.	Providing all institutions/bodies, leasing companies with information about the person using the car, in particular information related to the commission by the Lessee or the person driving the car of a crime or offense using the rented car, traffic offense (e.g. photo from a speed	100 + cost of fine



	camera) or failure to pay the parking fee or fees additional in the paid parking zone.	
23.	Removal of vehicle branding without the consent of Rentis	500
24.	Damage or return of an incomplete accessory, e.g.	1000
	navigation, Wi-Fi router, telephone, etc.	
25.	Return of a dirty child seat / seat	100
26.	Damage to a tire or rim (if it is not possible to purchase	Classes: Mini, Economy, Compact
	one tire / rim of the same type - cost x 2, for the purchase	/ Crossover / / Small delivery
	of a second tire / rim on the same axle)	truck - 500 tire, 1000 alloy rim
		Family Class / SUV / Van / Large
		Delivery - 600 tire, 1500 alloy
		wheel
		Premium class / Premium SUV -
		800 tire, 2000 alloy wheel
		Luxury class, luxury SUV - 1000
		tires, 3000 alloy wheels
27.	Contractual penalties for extending the rental without the consent of the lessor	
a)	Mini and Economy class	200
b)	Compact, Crossover, small LCV	300
c)	Family class, SUV, VAN, Large LCV, Pickup	500
d)	Premium, SUV Premium	750
e)	Luxury class, LuxurySUV	1000

	ADDITIONAL FEES:	
1.	Fee for own contribution	
a)	Mini and Economy Class	2000
b)	Compact Class, Crossover, Small Vans	2500
c)	Family Class, SUV, VAN, Large Vans, Pickup	3000
d)	Premium Class, SUV Premium	4000
e)	Luxury Class, SUV Luxury	5000
2.	Limited "Fee for own contribution" after purchasing TOP	Car class point 1abcd – 500, 1e -
	COVER protection, in accordance with point 7.9	1000
3.	Limited "Fee for own contribution" after purchasing	Car class 1abcde – 0 pln
	SUPER TOP COVER protection, in accordance with point	
	7.9	
4.	Fee for resignation from the performance of the Lease	200
	Agreement 48 hours or less before its commencement, the	
	so-called reservation fee	
5.	Return at another point in Poland	500
6.	Return in another Rentis branch abroad - Czech Republic,	2000
	Lithuania, Latvia	

	DEPOSIT	
1.	Amount of the collected deposit:	
a)	Mini and Economy Class	2000



b)	Compact Class, Crossover, Small Vans	2500
c)	Family Class, SUV, VAN, Large Vans, Pickup	3000
d)	Premium Class, SUV Premium	4000
e)	Luxury Class, SUV Luxury	5000
1.	The amount of the deposit charged after purchasing	1/2 amount of the deposit
	SUPER TOP COVER for the entire rental period	
a)	Mini and Economy Class	1000
b)	Compact Class, Crossover, Small Vans	1250
c)	Family Class, SUV, VAN, Large Vans, Pickup	1500
d)	Premium Class, SUV Premium	2000
e)	Luxury Class, SUV Luxury	2500