

# General Terms and Conditions

## Definitions

1. Expressions used in the General Terms and Conditions shall have the following meaning:

- a) '**CC**' – the Civil Code Act of April 23, 1964 (Journal of Laws no. 16 of 1964, item 93, further amended);
- b) '**Renter**' – a physical person who is 21 years old, has had a driver license for at least 24 months and is renting a car in his/her own name or a legal person or an organisational entity without a legal personality on behalf of which a Vehicle is rented by a person authorised by the same;
- c) '**GTC**' – the General Terms and Conditions of Car Hire;
- d) '**Vehicle**' – a car being the subject matter of hire, indicated in the Order and in the Contract – leased and dedicated only for the purposes of the Renter
- e) '**Form**' – Vehicle Handover/Return Form, attached as Enclosure no. 2 to the Contract, which is an integral part of the Contract. It sets forth the detailed condition of the Vehicle, including its technical condition at the time of handover and return;
- f) '**Party/Parties**' – Renter or Car Rental Company;
- g) '**Contract**' – Car Hire Contract concluded by the Parties;
- h) '**Car Rental Company**' – Sales Desk Sp. z o.o. Sp. K. with its registered office in Warsaw which is a Party to the Contract and rents the Vehicle in its own name;
- i) '**Order/Instruction**' – an order or an instruction given by a third party to the Renter which is submitted as set out in the framework contract and confirmed by the Car Rental Company.

## The scope of General Terms and Conditions

2. The General Terms and Conditions of Car Hire set out the rules on the use of the Vehicle as well as the contractual rights and obligations of the Parties.

## Handover and return of the Vehicle

3. The handover and return of the Vehicle will take place at a location and time set out in the Contract or in the Order/Instruction, based on the Form signed by the Parties or authorised representatives of the Parties. At the time of Vehicle handover, the risk of loss or damage of the Vehicle arising through no fault of the Car Rental Company is transferred to the Renter.
4. The Car Rental Company provides the Renter with a fully operational Vehicle with complete equipment, vehicle documentation and one set of keys or a key card. The Vehicle is type-approved, has a valid MOT certificate and is covered by public liability insurance, comprehensive insurance and accident insurance.
5. The Renter is obliged to familiarise himself/herself with the condition of the Vehicle at the time of handover. Any comments made by the Renter at the time of handover with regard to the Vehicle's condition should be included in the Form, subject to hidden defects.
6. The Renter undertakes to return the Vehicle on time, with the tank at the same level as specified in the Form on the day of Vehicle handover, in non-deteriorated condition, excluding use arising from normal wear and tear.
7. If the Vehicle is returned and the tank is not at the same level as specified in the Form of the day of Vehicle handover, the Renter undertakes to bear the costs of refuelling services amounting to PLN 60.00 net (PLN 73.80 gross) and the actual cost of fuel.
8. Upon Vehicle return, an authorised representative of the Car Rental Company will inspect the condition of the Vehicle. Comments will be included in the Form.
9. The Car Rental Company does not bear any liability towards the Renter for items carried, lost or left in the Vehicle. The Car Rental Company does not bear any liability towards third persons for damages caused by the Renter or a person driving the Vehicle, including the inability to use the Vehicle given the need to replace the temporary vehicle registration card.

## Period of hire

10. The period of hire is always set forth in the Contract.
11. The period of hire can be extended only with the prior consent of the Car Rental Company, expressed in writing, via e-mail or fax, provided that the Renter submits a request for extension of the hire period in writing, by e-mail or by phone confirmed by e-mail (e-mail: office@salesdesk.pl, telephone no.: 22-501-46-31) at least 30 business days before the expiry of the term of hire set forth in the Contract. As far as Vehicle hire covered by the public liability insurance of a perpetrator of an accident is concerned, extension of the hire period can take place based on a relevant decision of an insurance company submitted to the Car Rental Company not later than on the last day of hire provided for in the Contract, upon the consent of the Renter expressed by e-mail (e-mail: office@salesdesk.pl) or by phone (telephone no.: 22 501 46 31) within 24 hours from being informed by the Car Rental Company that the Vehicle hire period can be extended.
12. The Car Rental Company can terminate the Contract with immediate effect and collect the Vehicle at the Renter's cost if the Renter fails to perform properly or in a time manner any provision stemming from the General

Terms and Conditions of Car Hire. This applies, in particular, if the Renter uses the Vehicle in a way contrary to the General Terms and Conditions of Car Hire or the purpose of the Vehicle or lack of due care of the Vehicle which poses a threat of Vehicle loss, damage or decrease of value.

13. The Renter can terminate the Contract with immediate effect if, at the time of handover, the Vehicle had defects which rendered its use impossible and the Car Rental Company, despite receiving a notification from the Renter, did not eliminate them or did not provide a different vehicle.

14. If the Vehicle is not returned within the term set forth in the Contract or within the term agreed on in conformity with the above item 11, the Renter is obliged to pay the Car Rental Company remuneration for non-agreed use of the Vehicle in the amount of PLN 1,000.00 net (PLN 1,230.00 gross) for each and every commenced day of non-agreed use after the expiry of the term set forth in the Contract or agreed on in conformity with the above item 11. Regardless of the above, if the Renter does not return the Vehicle within 6 hours from the expiry of the term set forth in the Contract or agreed on in conformity with the above item 11 and does not contact the Car Rental Company by phone (telephone no.: 22 501 46 31) or e-mail (e-mail: office@salesdesk.pl), the Car Rental Company will inform law enforcement authorities about the loss of the Vehicle.

### **Renter's obligations**

15. The Renter cannot – without the prior consent of the Car Rental Company which shall be null and void unless made in writing – make the Vehicle available to any third person for use or sublease or lend it.

16. The Renter undertakes to:

- a) subject to item 15, make the Vehicle available for use on the Renter's behalf only to persons who are properly licensed and to bear the responsibility of the same;
- b) subject to item 15, make sure that the person authorised to use the Vehicle on the Renter's behalf has – during vehicle use – vehicle documentation including insurance, his/her ID card and a driver license;
- c) use fuel compatible with the engine specification;
- d) familiarise himself/herself with Vehicle documentation and Driver's Manual which can be found in the Vehicle and to use the Vehicle in conformity with its intended purpose and the Driver's Manual;
- e) promptly (but no later than within 12 hours from occurrence) inform the Car Rental Company about any irregularities in the operation of the Vehicle and to inform the Car Rental Company or a Customer Assistance Representative respective for the given brand of the Vehicle about Vehicle damage, immobilisation or destruction (telephone no.: 22 501 46 31, e-mail: office@salesdesk.pl);
- f) observe generally applicable provisions of the country in which the Vehicle is used in conformity with the General Terms and Conditions of Car Hire, in particular road traffic regulations;
- g) secure the Vehicle against theft, specifically by locking the Vehicle and activating all anti-theft devices when leaving the Vehicle;
- h) duly secure the keys or the key card as well as Vehicle documentation outside the Vehicle;
- i) to operate Vehicle at his/her own cost, i.e. to keep it clean, check and re-fill brake fluid, engine oil, windshield fluid, coolant and other operating fluids, to inspect tyre pressure and tyre condition, to check if the signalling lights, passing beams and main-beam headlights work properly, to replace light bulbs, windscreen wipers, car floor mats, etc.;
- j) provide complete Vehicle documentation and all keys or the key card when returning the Vehicle;
- k) pay all tickets and other fines resulting from an infringement of generally applicable provisions due to reasons for which the Renter is responsible;
- l) return the Vehicle clean inside and outside.

17. It is forbidden to:

- a) smoke tobacco in the Vehicle;
- b) use the Vehicle to start up other vehicles, to other vehicles, trailers or the like;
- c) rework or make changes in the Vehicle;
- d) repair the Vehicle, with the exception of daily operation described in the above item 16 letter i);
- e) exceed the permissible capacity of the Vehicle;
- f) use the Vehicle in races, rallies and competitions;
- g) use the Vehicle for learning how to drive;
- h) transport animals in the Vehicle;
- i) cover the Vehicle with any materials;
- j) remove any markings of the Car Rental Company;
- k) use the Vehicle on unpaved roads and in areas which have not been opened to traffic;
- l) transport materials or substances which can damage or make the vehicle dirty;
- m) drive the Vehicle under the influence of alcohol, narcotic drugs or psychotropic substances and the Renter is liable for damages resulting from driving the Vehicle under the influence of alcohol, narcotic drugs or psychotropic substances.

18. In the event of infringing the provisions set forth in the above item 16 and 17, the Renter is obliged to pay the Car Rental Company all costs and expenditures incurred or necessary to be incurred by the Car Rental Company in order to return the Vehicle to its previous condition.

19. The Renter is liable for the infringement or failure to observe the terms and conditions of hire by persons to whom he made the Vehicle available.

### **Vehicle damage and theft**

20. In case of vehicle damage, destruction or theft the Renter is obliged to immediately (i.e. within 24 hours after the event or after the Renter becomes aware of the event) notify the Car Rental Company on the same and call the Police.

21. The Car Rental Company should be notified on Vehicle damage, destruction or theft by phone (22 501 46 31) or by email (email: office@salesdesk.pl).

22. The Renter is obliged to deliver the following documents to the Car Rental Company – within 24 hours after the event or after the Renter becomes aware of the event:

- a) insurance number, name of the insurer and car description of the second party, provided second party caused the damage;
- b) copy of driver license of the Renter or person who was actually driving the Vehicle;
- c) copy of ID document of the Renter or person who was actually driving the Vehicle;
- d) Vehicle documents;
- e) keys;
- f) declaration of the party causing the damage, if available;
- g) report from the police.

23. If the Renter fails to execute any of the obligations provided for under items 20 through 22 above, the Renter shall be obliged to pay an administrative fee in the amount of PLN 1,500 net (PLN 1,845 gross) to the Car Rental Company.

24. The Renter shall be obliged to settle all due amounts resulting from Vehicle damage, including its exterior elements and interior outfit elements, caused by the Renter or the person whom the Renter entrusted the Vehicle for use.

25. In cases mentioned under item 24 above, the Renter shall be obliged to:

- a) cover the costs of Vehicle repair in full amount if the insurer refuses the pay indemnification;
- b) in a situation when the Vehicle repair value exceeds the amount of indemnification awarded by the insurer – to cover the difference between these values.

26. The Vehicle repair cost, as mentioned under items 24 and 25 above, shall each time be determined on the basis of an estimate made by an authorized vehicle workshop designated by the Car Rental Company.

27. The Renter is obliged to pay indemnification to the Car Rental Company, in line with the valuation of an Authorized Service Centre designated by the Car Rental Company, for the following:

- a) loss of keys;
- b) damage of Vehicle interior elements;
- c) damage of the rim or wheel cover;
- d) tanking improper fuel.

28. The Renter shall be obliged to repair the damage sustained by the Car Rental Company in the result of a theft or total damage of the Vehicle, to the extent that the damage was not recovered by payment of indemnification by the insurer, and in particular to pay market value of the Vehicle in line with the calculation made by an authorized dealer designated by the Car Rental Company.

29. Immediately after Vehicle return or after receiving the insurance company decision on refusal to pay damages, the Car Rental Company has the right to charge the Renter with costs of:

- a) removing damages resulting from improper use of Vehicle or the Renter's negligence, not covered by the risks within the insurance policy (e.g. small parts of the body);
- b) loss of Vehicle market value resulting from its damage in case, when the reason of the damage was the Renter's or driver's fault.

30. Notwithstanding the costs specified in points 24-29 above, the Car Rental Company is obliged to pay the amounts, including administrative fees indicated in General Terms and Conditions for the events specified in them.

### **Breakdown**

31. Subject to point 34 below, in case Vehicle immobilization for a period longer than 24 business hours (i.e. the time between 9.00 am and 17.00 pm from Monday to Friday excluding public holidays counted from the moment of notifying the Renter about incapability of usage, according to item 16 letter e), the Car Rental Company shall provide the Renter with another Vehicle (replacement vehicle) or reimbursement of an amount of rental fee proportionate to the unused rental time stipulated in the Agreement to the Renter

32. Class of replacement vehicle, referred to in item 31 above, shall be, if possible, in accordance with the class of Vehicle. In case of inability to deliver a vehicle in similar class and equipment, the Renter shall receive a lower class car, upon prior arrangement.

33. The replacement vehicle, unless agreed otherwise by the Parties, from the moment of transfer based on the Report, becomes a Target vehicle (subject of rent) and its use shall constitute continuation of the Agreement.

34. In case of Vehicle total loss or its theft, the Parties shall mutually agree on the conditions of Agreement continuation with the use of replacement vehicle as a target one (subject of rent).

35. Renter is not entitled to a replacement vehicle in case of:

- a) loss resulting from gross negligence of the Renter
- b) loss of Vehicle documentation, keys/insurance policy or card for reasons directly attributable to the Renter;
- c) Vehicle immobilization outside the borders of the Republic of Poland.

#### **Service, overhauls, repairs**

36. The Renter is obliged to notify the Car Rental Company about the necessity of performing an overhaul.

37. The Renter is obliged to park the Vehicle in the service point indicated by the Renter, in order to perform a periodic overhaul with the kilometre and/or date odometer indication specified in the Report constituting the permissible limit arising from requirements of the Vehicle manufacturer.

38. In case of parking the Vehicle for overhaul, referred to in item 37 above, with the kilometre odometer indication showing excess of the limit specified in the Report or not parking the Vehicle for overhaul, which is the basis for loss of Vehicle manufacturer warranty, the Renter shall be charged with an administrative fee in the amount of PLN 2000 net (PLN 2460 gross), unless the above was caused by force majeure.

#### **Rental fee, payments**

39. The Renter is obliged to pay a rental fee according to the rate specified in the Agreement or – in case of rent from third party liability insurance of the perpetrator – until transfer to the Car Rental Company, at the latest upon Vehicle receipt, power of attorney form, constituting Enclosure No. 2 to the General Terms and Conditions, signed by the vehicle owner who suffered damage related to vehicle traffic, essential for cashless settlement.

40. The rental fee does not include Vehicle insurance in terms of public liability insurance (OC), comprehensive (AC) and accident (NNW) insurance. The rental fee does not include payments or additional services which in case of their order by the Renter are payable according to the pricelist, to General Terms and Conditions.

41. The costs of current Vehicle use, particularly cost of washing, fuel, lightbulbs, car floor mats, windshield wipers, tolls for motorway usage and parking fees etc., as well as any cost of repair resulting from improper or forbidden usage, burden the Renter

42. Except for rent from third party liability insurance (OC) of the perpetrator the rental fee shall be paid in advance before receipt of Vehicle by the Renter.

43. Subject to cashless form of settlement of charges resulting from the rental fee in case rent from public liability insurance of the perpetrator, the payment may be made by transfer to Car Rental Company's bank account.

44. On the request of the Renter submitted within 7 days from the day of Vehicle return, the Car Rental Company shall issue a VAT invoice, on condition that the cash register receipt is returned. The Renter agrees to issuance of an invoice without his signature.

45. All payments related to damage, theft of Vehicle and payments for additional services shall be settled according to the General Terms and Conditions.

46. On the request of the Car Rental Company, at the time of Agreement signature, the Renter pays the Car Rental Company a deposit, constituting security of the Car Rental Company's claims towards the Renter for charges provided in the Agreement and General Terms and Conditions (e.g. in relation to damage or destruction of Vehicle, late return of the Vehicle, improper Vehicle use, lack of payment).

47. The deposit shall be paid by transfer to the Car Rental Company's bank account.

48. The deposit is subject to reimbursement (in full or part) in case of not finding – during Vehicle return – grounds to its withholding in full or in part in accordance with item 46 above, where the deposit reimbursement is made in the same form as it has been paid by the Renter (i.e. transfer to the bank account). The deposit paid by transfer shall be returned within 7 days from the day of Vehicle return.

49. The deposit reimbursement does not indicate waiver of claims entitled to the Car Rental Company against the Renter.

50. In case the charges arising from the costs of repairs need to be deducted from the deposit, it shall be withheld by the Car Rental Company until the date of completing the repair or the last repair, and the Car Rental Company shall within 3 days from this date reimburse to the Renter the remaining part of the deposit, if the value of repair or repairs is lower than the deposit amount.

#### **Relocation of Vehicle outside the Republic of Poland**

51. Driving the vehicle outside Poland is prohibited except for obtaining prior approval of the Car Rental Company expressed in a written form under pain of nullity and purchase of additional insurance. It is forbidden to drive the vehicle in Russia, Belarus, Ukraine, Moldova and Albania.

52. Driving outside Poland without prior written approval of the Car Rental Company results in obligation of covering all costs related to the use of Vehicle outside Poland in the part of the Renter.

53. In case of departure outside Poland without the approval of the Car Rental Company, the Renter is obliged to pay an administrative fee in the amount of trebled gross rent rate for every day of Vehicle stay outside Poland.

#### **Additional administrative fees**

54. The Renter is obliged to pay to the Car Rental Company the following fees in the net amount + VAT tax:

- a) Vehicle theft or total loss PLN 4000;
- b) Vehicle damage (each damage) PLN 2000;
- c) Failure to perform the periodic overhaul in due time PLN 2000;
- d) Failure to follow the smoking prohibition in the Vehicle PLN 1500zł;
- e) Lack of Vehicle documents or registration plate PLN 500;
- f) Removal of labels PLN 500;
- g) Return of Vehicle with dirty interior (necessity of washing the upholstery) PLN 300;
- h) Return of unwashed Vehicle PLN 100;
- i) Making the renter/user data available to law enforcement agencies (e.g. penalty notice) PLN 150;
- j) vindication costs in case of lack of payment PLN 200;
- k) additional costs such as: re-registration after losing plates, making a duplicate of a sticker, obtaining a duplicate of a registration certificate, re-making a damaged license plate, re-making a key from a dealer, collecting a retained registration certificate: PLN 200 plus actual carried costs;
- l) Car pickup from the Renter after termination of the contract outside Warsaw, in Poland PLN 2000;
- m) other activities not included in the table: PLN 150 each.

55. Payment of additional fees provided in item 54 above does not exclude the authorization of the Car Rental Company to request for damages under general rules specified in CC.

#### **Provisions on rent from public liability insurance of the perpetrator/Assistance**

56. In case of renting a replacement vehicle from public liability insurance of the perpetrator, the Renter is obliged to provide to the Car Rental Company, at the latest on Vehicle receipt, with the following documents:

- a) power of attorney for settlement of rental costs with the perpetrator insurance company;
- b) copy of the statement made by the collision perpetrator or copy of the police note confirming responsibility of the perpetrator;
- c) public liability insurance policy data (policy no., name of the perpetrator, PESEL number, address of the perpetrator);
- d) copy of the damaged vehicle registration card;
- e) copy of the identity card;
- f) copy of the driver's licence;
- g) copy of the damaged vehicle repair order issued by the auto workshop performing the repair;
- h) loss notification number submitted to perpetrator's insurance company.

57. In case of renting a replacement vehicle from the perpetrator's public liability insurance, the Vehicle provided to the Renter under the Agreement shall not be of higher class than the vehicle that has been damaged.

58. Rent of a replacement vehicle from the perpetrator's public liability insurance or under perpetrator's Assistance ends with the expiry of the period for which it was authorized by the perpetrator's public liability insurance company/Assistance. The Car Rental Company shall immediately inform the Renter about the lack of authorization for further rental time by perpetrator's insurance company/Assistance, summoning the Renter to immediately return the Vehicle (but not later than until the last day of the period authorized by the perpetrator's insurance company/Assistance) or to submit within 6 hours a statement (by phone under number 22 501 46 31, by e-mail to the address: office@salesdesk.pl) about extension of the Agreement for a further time, indicated by the Car Rental Company, provided on the basis of technological time of repair arising from the calculation of damaged vehicle repair or other period indicated by the Renter. Failure to submit a statement on extension of Agreement validity and simultaneous further use of the Vehicle shall constitute a non-agreed use of the Vehicle. Charges for the use of Vehicle after expiry of rent time authorized by the perpetrator's insurance company/Assistance shall be charged to the Renter both in case of extension of the Agreement validity and in case of non-agreed use of the Vehicle. Remuneration for the non-agreed use of the Vehicle shall amount to PLN 1000 net (PLN 1230 gross) for every subsequent day of rent.

59. The Renter is obliged to cooperate with the Car Rental Company on matters related to settlement of rent costs with the perpetrator's public liability insurance company.

60. If the public liability insurer of the perpetrator/Assistance refuses to pay the Car Rental Company receivables for the hire of the Vehicle, the Renter is obliged to pay the said receivable to the Car Rental Company within 7 days from the call for payment. The provision set forth in the previous sentence also applies if the power of attorney described in the above item 56 letter a) is revoked.

**Final provisions**

61. All amendments to this Car Hire Contract have to be made in writing, otherwise being invalid.

62. The Parties undertake to immediately notify each other of changes to the service address, otherwise any declarations and documents sent to the previous address shall be deemed delivered.

63. Any disputes arising from or connected to the content or performance of the Car Hire Contract shall be settled by courts of general jurisdiction competent for the Car Rental Company's registered office.

64. The Renter declares to have read these GTC as well as Car insurance terms and conditions, and that he/she understand its content and that:

a) data provided by him/her is true and correct;

b) he/she has legal capacity;

c) he/she has required licences for driving the Vehicle and, in particular, that such a licence for driving motor vehicles has not been withdrawn by a decision of a court or competent authority;

d) no proceedings are pending against him/her that may result in withdrawing a licence for driving motor vehicles.