

Section 1 General provisions

- These General Car Rent Terms and Conditions ("GTC") define the detailed conditions of the car rent agreements concluded by **INTER FLEET spółka z ograniczoną odpowiedzialnością** with its registered office in Warsaw, at ul. Puławska 479, 02-844 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000572985, kept by the District Court for the Capital City of Warsaw, 13th Commercial Division; NIP (Tax number) 1132894383, REGON 362390182 ("**LESSOR**" or "**INTER FLEET**"). The General Terms and Conditions for Renting a Vehicle apply to all rental agreements concluded by INTER FLEET, unless the agreement provides otherwise.
- The Lessee, i.e., the party of the car rent agreement concluded with INTER FLEET, may become a natural person who has full legal capacity and is in possession of a valid identification document and who is at the age of:
 - 18 and has held a valid driving licence for at least 1 year - in the case of A, B, C, C+, C SUV + vehicle segments; surcharges apply for a driver younger than 23 years and older than 70 years;
 - 23 and has held a valid driving licence for at least 3 years - in the case of D, D+, DP, M, P+, R-7os., R-9os. segments;
 - 25 and has held a valid driving licence for at least 4 years - in the case of E, E SUV and F segment vehicles;
 or a legal person or an organisational unit without legal personality and to which legal capacity is granted by law ("**LESSEE**"). The above conditions should be met by any person driving the Vehicle. Age and driving licence restrictions shall not apply to the agreements referred to in Section 7(3) and to agreements concluded on behalf of an assistance provider.
- Definitions:
 - Vehicle** — a car or a truck being the subject of the rental agreement, specified in the rental agreement, to the disposal of which INTER FLEET has the legal title. The vehicle is roadworthy and can be used to drive on public roads, has Third party, fire and theft (OC), Comprehensive car insurance (AC) and 24h Breakdown cover home and abroad and has no legal or physical defects preventing its use for its intended purpose.
 - User** — the Lessee and any person indicated by the Lessee in the rental agreement as authorised to drive the Vehicle or a person to whom the Lessee gave the Vehicle for use, regardless of the legal basis for giving the Vehicle to another person for use.
 - Working hours of INTER FLEET** - from 9:00 to 17:00 on working days, i.e., from Monday to Friday, except for bank holidays.
 - Form of documents** - submission of a declaration of will in the form of a document - which is understood as any information carrier allowing one to learn its contents - in a manner allowing one to determine the person making the declaration, e.g., an e-mail, text message, recorded telephone conversation.

Section 2 Pick up and return of the Vehicle

- The vehicle is equipped with accessories required by Polish law. The vehicle is handed over to the LESSEE together with one set of car keys, the inspection schedule, the vehicle manual. The content of the current general terms and conditions of the vehicle rental agreement is available on the INTER FLEET website: www.interfleet.pl. The LESSOR may provide additional equipment to the LESSEE for additional fee. The optional equipment shall be indicated on the Vehicle Pick up/Return Form.
- The Vehicle may be equipped with a GPS monitoring device and a device enabling INTER FLEET to remotely block the starter of the Vehicle to protect the Vehicle against theft or misappropriation. The LESSEE agrees to the above and acknowledges that this consent is necessary for the conclusion of the car rent agreement.
- The vehicle is handed over roadworthy, clean (body and interior) to the LESSEE.
- The vehicle is handed over and returned in line with the Vehicle Pick up/Return Form after prior inspection of the Vehicle and marking any possible damage and equipment shortages of the Vehicle in the Form. The LESSEE is obliged to conduct a thorough inspection of the Vehicle at the moment of pick up and return of the Vehicle, assisted by a representative of INTER FLEET. Any reservations concerning the technical condition of the vehicle should be reported by the LESSEE to the LESSOR at pick up of the vehicle.
- The representative of INTER FLEET shall mark in the Pick-up/Return Form any damage to the Vehicle and any equipment shortages at the pick up and when returning the Vehicle. By signing the Pick-up/Return Form the LESSEE confirms the condition of the Vehicle at the moment of pick up and return. Signing of the Form by a representative of INTER FLEET at the moment of return does not release the LESSEE from the responsibility for the damage and equipment shortages, which could not be detected with due diligence at the moment of returning the Vehicle.
- If the condition of the Vehicle (dirt in particular) or the weather conditions make it impossible to perform an accurate visual inspection of the Vehicle at the time of return, the visual inspection shall be performed after the Vehicle has been washed or in a place making it possible to assess the condition of the Vehicle regardless of the weather conditions. For this purpose, the LESSEE shall drive with a representative of the LESSOR to the nearest car wash or other place allowing a thorough inspection of the Vehicle. Washing the Vehicle in the aforementioned circumstance does not exclude the obligation of the LESSEE to pay the fee provided for in point E of the Price List.
- If the LESSEE refuses to participate in the return of the Vehicle, refuses to sign the Return Form, or is absent at the time of return of the Vehicle, including in the situation of non-fulfilment of the obligation referred to in point 6 above, the LESSOR shall have the right to collect and mark any damage and missing equipment of the Vehicle in the Return Form unilaterally.
- At the moment of expiration or termination of the rental agreement, the LESSEE shall immediately return the vehicle to the LESSOR at the branch where the vehicle was picked up, at the place indicated in the rental agreement, or at another place agreed with the LESSOR, during the working hours of INTER FLEET. The LESSOR shall have the right to charge a fee for returning the Vehicle to a branch office other than the one where the pick-up took place, or to a place other than that indicated in the rental agreement, in the amount specified in point Q of the Price List.
- The LESSEE may only return the Vehicle to a representative of INTER FLEET or a person authorised in writing by the LESSOR. If this condition is not fulfilled, the LESSEE shall be obliged to pay the rent and the liquidated damages, calculated in accordance with Section 3(3), for the period until the physical collection of the Vehicle by INTER FLEET, whereby the LESSOR shall collect the Vehicle immediately upon obtaining information about leaving the Vehicle to a third party or

its abandonment.

- In case the LESSEE makes the use of the Vehicle pick-up/collection option, fees shall be charged as specified in points O, P of the Price List for each pick-up or collection. Fees are cumulative.
- For rental periods shorter than 3 days, the LESSOR shall charge the LESSEE a preparation fee as defined in point D of the Price List. The above shall not apply to the agreements referred to in Section 7(3) and to agreements concluded on behalf of an assistance provider.
- The LESSEE is obliged to return the VEHICLE in an unimpaired condition, i.e., in the condition in which the VEHICLE was picked up, taking into account the wear and tear resulting from proper use. The LESSEE bears the burden of proving that the deterioration of the Vehicle is a consequence of its proper use. The vehicle should be returned with all documents and car keys, complete equipment, clean interior and the body, emptied of personal belongings and with the same amount of fuel as at the pick-up. Until the return confirmed by the Form, the risk of accidental loss or damage to the Vehicle shall be borne by the LESSEE. The LESSOR is not liable for any items left in the Vehicle.
- In the event that the Vehicle is returned with dirty exterior or its interior needs cleaning, or with removable stains on the seats, upholstery, in the boot or in the event that the Vehicle is returned with missing equipment, in particular without car keys or the vehicle control unit, the registration card, the insurance policy, the registration plate or sticker, without technical documents (or in case the above mentioned is returned damaged), and also if the LESSEE returns the Vehicle with the fuel level lower than at the pick up of the Vehicle, the LESSEE will be charged with fees and liquidated damages as per the Price List.

Section 3 Car rent term

- The Car Rent Agreement is concluded for a fixed period of time, as specified in the Car Rent Agreement. The rental period starts on the date and at the time specified in the Car Rent Agreement, and if not specified in the Rent Agreement - on the date and at the time of the Vehicle pick up date specified in the Vehicle Pick up/Return Form.
- Any prolongation of the car rent period requires the prior consent of the LESSOR, expressed in recorded form. The LESSEE should report the will to extend the car rent period at least 12 hours before the rent period expires, during the working hours of INTER FLEET.
- If the LESSEE exceeds the time limit for returning the Vehicle without the prior consent of the LESSOR, INTER FLEET is entitled to calculate rental fee per each commenced day and in case of LESSEE's delay — **a liquidated damages in the amount of PLN 100.00 per day**. A delay of up to one hour in returning the Vehicle shall not result in the charging of fee for another day of hire.
- In the event of delayed return of the Vehicle, the LESSOR is entitled to collect the Vehicle, together with the equipment referred to in Section 2 (1), from the LESSEE, from any place and to charge the LESSEE the full costs incurred for collecting the Vehicle.
- Exceeding the deadline for returning the Vehicle by more than 6 hours without the prior consent of the LESSOR, may be treated as a suspicion of criminal misappropriation of the Vehicle and result in INTER FLEET reporting to the police. Furthermore, the LESSOR shall have the right to lock the starter of the Vehicle. For unblocking the starter in the Vehicle, the LESSEE will be charged an **administration fee in the amount specified in point N of the Price List**, unless the LESSEE proves that the delay in the return of the Vehicle was due to reasons beyond the LESSEE's control.
- The provisions of Sections 4 and 5 above shall also apply if the LESSOR terminates the car rent agreement with immediate effect and failure to return the Vehicle by the LESSEE within the period indicated in the termination notice.

Section 4 Rules for using the Vehicle

- The LESSEE is obliged to use the Vehicle in accordance with its purpose, properties, the manufacturer's instructions included, inter alia, in the manual of the Vehicle, the General Car Rent Terms and Conditions of Renting the Vehicle and the guidelines of INTER FLEET, as well as in accordance with the traffic regulations.
- The Vehicle cannot be used in races, rallies or competitions, for towing other vehicles, trailers or other objects, for the carriage of things that due to their smell or properties can cause damage to the Vehicle or can make INTER FLEET liable for the costs of restoring the Vehicle to the state from before pick up and for the carriage of things that during the carriage stick out beyond the contour planes of the Vehicle, as well as with exceeding the permissible load capacity of the Vehicle. Furthermore, the Vehicle may not be used for commercial transport of persons or goods, unless INTER FLEET has given its prior consent in a document form. Smoking is strictly prohibited in the Vehicle, as well as transporting animals, subject to point 3 below. The LESSEE is not allowed to remove any markings connected with INTER FLEET from the Vehicle or car wrapping with any materials, regardless of their size, content or material.
- At the LESSEE's request, INTER FLEET may agree (in writing or by e-mail) to transport a specific pet in the Vehicle, but the LESSEE is obliged to transport the pet in a way preventing damaging or soiling the Vehicle; the LESSEE shall not leave the pet alone in the Vehicle. In such a case, the liquidated damages provided for in point Ł of the Price List shall not apply, which does not exclude the LESSEE's responsibility for restoring the Vehicle to its original condition, in particular the LESSEE will be charged with the cost of repairing any damage to the Vehicle caused by the transported animal and the cost of cleaning the Vehicle, including the cost of removing the smell of the animal in the Vehicle. In the case of animals causing allergic reactions among people, the consent to transport the animal in the Vehicle is conditional on the LESSEE paying a fee for specialist removal of biological traces of the animal from the Vehicle in the amount of PLN 500.00.
- While using the Vehicle, the LESSEE is obliged to routinely check the indicators on the dashboard, with particular emphasis on the engine oil level. In the event of any irregularity in the operation of any of the elements, the LESSEE is obliged to immediately stop the vehicle and call the LESSOR (Technical Department: **+48 666 409 410**).
- The LESSEE shall bear the standard costs of maintenance and operation of the Vehicle during the use of the Vehicle (fuel consumed during the use of the Vehicle, oil, fluids, screen wash, car wash, cleaning, repair of mechanical damage to the tyres, motorways, parking lot, garage etc.). The LESSEE is obliged to use the type of fuel in the Vehicle in accordance with the engine specification stated on the registration certificate or in the technical documentation of the Vehicle or the fuel inlet.

6. Whenever leaving the Vehicle, the LESSEE is obliged to use all the anti-theft devices in the Vehicle, as well as to secure the car keys or remote control outside the Vehicle.
7. The LESSEE is obliged to inform the LESSOR via e-mail to the following: biuro@interfleet.pl about the intention to drive the Vehicle outside the territory of the Republic of Poland and to obtain, from INTER FLEET, the consent to drive abroad. The LESSOR shall give consent for the Vehicle to travel abroad in a document form. The consent is subject to the payment of the fee for driving the Vehicle outside the territory of the Republic of Poland specified in point U of the Price List — the fee includes the cost of additional insurance of the Vehicle. The obligation and cost of retrofitting the Vehicle in accordance with the requirements of the law in force outside Polish borders shall be borne by the LESSEE. The LESSOR reserves the right to refuse to grant permission to drive the Vehicle abroad. If the Vehicle is taken abroad without consent, the LESSEE will be obliged to pay INTER FLEET a **fee in the amount of PLN 3000.00**. The LESSEE may also be charged in particular with the costs of transporting/towing a damaged Vehicle to the Polish border.
8. If the LESSOR is obliged by authorised state authorities or other authorised bodies, including the owner of the Vehicle, to indicate the details of the person using the Vehicle during the period of use of the Vehicle by the LESSEE, the LESSEE shall be charged an **administrative fee for indicating the user in the amount indicated in point B of the Price List**.
9. The LESSEE shall cover all fines, penalties, parking fees, charges for the use of road infrastructure, as well as other private and public charges arising from the use of the Vehicle by the LESSEE or the User, unless they prove that under the law the LESSEE or the User is not responsible for the payment of such charges or prove that the imposition on the LESSEE or the User of the obligation to pay the aforementioned charges was due to the fault of the LESSOR.
10. Should the LESSEE fail to comply with the obligation referred to in point 9 in fine, the LESSEE shall be obliged to reimburse the LESSOR for the amounts which the LESSOR has paid because of the LESSEE's breach of the obligation set out in point 9 above.
11. The vehicle may not be subleased without INTER FLEET's written consent.
12. The LESSOR reserves the right to immediately terminate the car rent agreement and collect the vehicle from the LESSEE at his/her own expense if it is found that the vehicle is being used in violation of the rental conditions and the LESSEE fails to comply with the request of INTER FLEET to stop violating the terms and conditions of the agreement.
13. If the Vehicle is used contrary to the rental agreement, if the event has been provided for in the Price List, the LESSEE shall pay to the LESSOR the liquidated damages or additional charge. INTER FLEET shall be entitled to claim compensation in excess of the liquidated damages.

Section 5 Servicing, inspection and measures in case of a damage to the Vehicle

1. The LESSEE is obliged to make the Vehicle available for seasonal tyre change and for periodical inspection at the odometer reading, in accordance with the information contained in the vehicle inspection book or the inspection schedule, placed in the Vehicle, or at the indications of the Vehicle's on-board computer, or at the time indicated by INTER FLEET, at the time and place agreed with INTER FLEET. The cost of periodic inspection and tyre change is borne by INTER FLEET. In the case of not making the Vehicle available for tyre change or making the Vehicle available for inspection with higher odometer reading than provided in the vehicle inspection book or in the on-board computer of the Vehicle, or not making it available at all, the LESSEE will be obliged to pay to INTER FLEET the **liquidated damages specified in point T of the Price List**, and if the guarantee for the Vehicle is lost due to this fact - **the liquidated damages specified in point K of the Price List**.
2. Notwithstanding the obligations specified in point 1, the LESSEE is obliged to inform INTER FLEET about the current mileage of the Vehicle, at each request of INTER FLEET. In case of failure to inform about the current mileage of the Vehicle within the period specified by INTER FLEET, the LESSEE is obliged to pay **the liquidated damages specified in point S of the Price List**.
3. In case of breakdown, mechanical defects, car accident, damage or theft of the Vehicle, damage or loss of any elements of the Vehicle equipment, including in particular the car keys or the documents of the Vehicle, the LESSEE is obliged to immediately notify INTER FLEET (**Technical Department: +48 666 409 410**) and follow the INTER FLEET instructions. **The LESSEE is also obliged to call the Police to the place of the incident and to present the Police findings from the scene to INTER FLEET**. In case of loss of car keys or documents of the VEHICLE, the LESSEE is also obliged to take all necessary measures to prevent theft of the VEHICLE. If the Vehicle is stolen, the LESSEE shall immediately, no later than within 24 hours of theft, return the car keys / remote and documents of the Vehicle to the LESSOR.
4. The LESSEE is obliged to cooperate with the insurance company and INTER FLEET to the extent necessary to liquidate the damage, in particular to provide INTER FLEET with a written description of the incident, which should include the data of the drivers of the vehicles involved in the incident and other persons and witnesses of the incident, the data of the owners, as well as the registration numbers, insurance policy numbers of the involved vehicles; the statement of the perpetrator of the incident and the driver of the INTER FLEET Vehicle.
5. If the LESSEE breaches the obligations set out in points 3 and 4 above, in particular fails to notify INTER FLEET or the Police about the occurrence of partial damage, total loss or theft in the Vehicle, of which the LESSEE was aware, or in case of any other culpable action or omission of the LESSEE or the User, resulting in preventing the LESSOR from obtaining compensation from the insurance company, the LESSEE shall cover the entire damage.
6. In the event of a breakdown of the Vehicle, it is forbidden to continue further driving without INTER FLEET's consent until the breakdown is removed. The LESSEE is not authorised to order repairs, corrections, modifications, inspections or other repair and maintenance works of the Vehicle, or to repair the Vehicle on their own, without the consent of INTER FLEET (in writing or expressed by e-mail, under pain of nullity). After obtaining INTER FLEET's consent regarding the place and scope of repair and after submitting the bills for the service, returning the replaced parts and submitting the statement describing the circumstances of the Vehicle malfunction, INTER FLEET shall reimburse the LESSEE the incurred repair costs.
7. If the LESSEE undertakes actions specified in point 6 above without the prior consent of INTER FLEET, or if the LESSEE or the User is responsible for the malfunction of the Vehicle, the costs of these actions and possible costs of restoring

the Vehicle to its original condition shall be borne by the LESSEE.

8. In the event of technical failure of the Vehicle or bodywork and varnishing damage preventing its proper operation, resulting from reasons beyond the LESSEE's or User's control, whose estimated repair time is longer than 24 hours, INTER FLEET shall provide the LESSEE with a courtesy car - possibly of the same class as the Vehicle. A courtesy car is provided within the territory of the Republic of Poland within no more than 24 hours, and outside the borders of the Republic of Poland within no more than 72 hours upon INTER FLEET have obtained information about the breakdown of the Vehicle, within the terms and conditions of Assistance insurance. The LESSEE shall not pay rent for the period of waiting for the courtesy car.
9. The LESSEE is not entitled to receive a courtesy car in the event of loss of the registration certificate or insurance policy or car keys/controller of the Vehicle in circumstances other than theft; damage to the Vehicle due to the fault of the LESSEE or the User; use of the Vehicle contrary to the General Car Rent Terms and Conditions; parking damage or damage resulting from acts of vandalism, as well as damage to or destruction of tyres - unless they prevent the use of the Vehicle and the LESSEE proves that they arose as a result of an event for which the LESSEE or the User is not responsible.

Section 6 Responsibility of the LESSEE

1. To compensate the LESSOR for any damage caused by return the Vehicle in a condition deteriorated beyond normal wear and tear shall be made by the payment of fees or liquidated damages indicated in the **Price List** or the **Excess Price List**, subject to the following provisions. The LESSOR shall be entitled to claim compensation in excess of the fee or liquidated damages. The LESSOR may also re-invoice to the LESSEE the costs of repairing or restoring the Vehicle to its original condition if the Vehicle is returned by the LESSEE in a condition deteriorated beyond normal wear and tear.
2. The LESSEE who is a consumer will be exempt from the obligation to pay fees or liquidated damages provided for in The General Car Rent Terms and Conditions for returning the Vehicle in the deteriorated condition exceeding the normal wear and tear or for using the Vehicle contrary to the car rent agreement, if the LESSEE proves that the incident resulting in the obligation to pay the fee or liquidated damages occurred in the circumstances on which the LESSEE or the User had no control whatsoever.
3. In the case of theft, or total loss of the Vehicle or in the case of any other damage covered by the AC insurance of the Vehicle (constituting an external damage to the Vehicle), resulting from the fault of the LESSEE or the User, or in the absence of the perpetrator of the damage or inability to determine the person responsible for the damage, the LESSEE will compensate the damage by paying to the LESSOR a **liquidated damages in the amount specified in the Excess Price List** or the car rent agreement. The LESSEE is obliged to pay a liquidated damages for each damage to the Vehicle, whereby one damage is understood as a consequence of one incident. The liability of the LESSEE who is a consumer is limited to the actual amount of the damage.
4. The provisions of point 3 above shall also apply if the LESSOR fails to report the damage to the insurance company, choosing to cover the costs of repair on their own.
5. The LESSEE shall be fully liable to the LESSOR for the return of the Vehicle (in particular for the return of the Vehicle in a deteriorated condition exceeding normal wear and tear) in all cases where repair of the damage is not possible under AC or third-party insurance, and in particular in the following situations where the LESSEE or User:
 - a) caused the damage intentionally or through gross negligence, or the damage was caused intentionally by a person with whom the LESSEE or the USER shares household;
 - b) caused damage while driving the Vehicle under the influence of alcohol or under the influence of intoxicants, psychotropic substances or substitute drugs within the meaning of the Act on Counteracting Drug Addiction;
 - c) caused damage while driving the Vehicle without driving qualifications required by law, or fled the scene of the accident, or caused the accident and failed to comply with the obligations under the GTC or the law;
 - d) did not cooperate within the scope necessary to liquidate the damage, in particular did not submit documents or explanations required by the insurance company or INTER FLEET;
 - e) by his/her act or omission made it impossible to obtain compensation from the Vehicle AC or Third Party Liability policies of the perpetrator,
 - f) used the Vehicle contrary to the provisions of the Car Rent Agreement, GTC or the law, or, after the occurrence of damage to the Vehicle, failed to comply with the obligations arising from the GTC or the law;
 - g) Misappropriated the Vehicle;
 - h) caused damage while driving a Vehicle which does not have a valid roadworthiness test (MOT) or a Vehicle which takes part in protests, demonstrations, strikes, riots, disturbances, roadblocks, acts of terrorism or sabotage and other similar events or during racing or competition rallies and training for such rallies or while using the Vehicle as a prop,
 - i) was using the Vehicle at the time of the offence;
 - j) has walked away from the Vehicle, leaving it without direct supervision and not securing it with due care against theft/destruction or theft/destruction of equipment or leaving the registration card in the Vehicle, the Vehicle card or the car keys/controller or not activating all anti-theft devices; has failed to secure the car keys/controller outside the Vehicle.
6. If, as a result of the use of the Vehicle by the LESSEE or the User at the time of committing a criminal offence, the LESSOR loses the possibility of using the Vehicle for rental purposes (e.g. due to detention of the Vehicle by law enforcement agencies), the LESSEE shall be obliged to pay to the LESSOR the rental fee and **the liquidated damages indicated in point C of the Price List**, for the entire period in which INTER FLEET is deprived of the possibility to use the Vehicle.
7. The LESSEE, when giving the Vehicle to another person for use, regardless of the legal basis for giving the Vehicle to another person for use, is obliged to make the content of the General Car Rent Terms and Conditions available to that person. The LESSEE shall be liable for all acts and omissions of the person using the Vehicle as for his/her own acts and omissions, and shall be liable for all damage and defects in the equipment of the Vehicle arising during the use of the Vehicle by the person to whom he/she has given the Vehicle for use, and for the appropriation of the Vehicle which occurred after the LESSEE had given the Vehicle for use to another

- person.
8. If the vehicle is used by several people, their liability against the LESSOR is joint and several.
 9. The obligation to pay the liquidated damages referred to in point 3 above may be waived on condition that the LESSEE pays a **fee for the excess waiver** in the amount specified in the current INTER FLEET's offer. The excess waiver covers one damage to the Vehicle, and if there is more than one damage to the Vehicle, it covers the damage that occurred earlier. This excess waiver does not apply to: damage in the form of theft of the Vehicle, damage that has not been reported to the LESSOR before returning of the Vehicle and the cases referred to in point 5 above.
 10. The excess waiver can only be purchased for the entire rental period. The fee for excess waiver is charged for each day of use of the Vehicle by the LESSEE, understood as 24 hours from the moment of the Vehicle's pick-up and is collected in advance. If the rental period is prolonged (with INTER FLEET's consent), the LESSEE shall immediately, not later than at the moment of returning the Vehicle, pay the remaining fee. Failure to pay for the entire period of use of the Vehicle will result in no excess waiver.

Section 7 Remuneration

1. The rent is calculated for each started day, understood as 24 hours, starting from the Vehicle's pick-up time, i.e., from the date and time stated in the car rent agreement or - if not stated in the rent agreement - from the date and time stated in the Vehicle Pick up/Return Form. A delay of up to one hour in returning the Vehicle shall not result in the charging of fee for another day of rent.
2. The rent is specified each time in the Rental Agreement. Unless otherwise agreed in the Rental Agreement, rent and other charges are payable in advance. Rent and other charges are payable by cash, credit card or bank transfer. The fee for exceeding the mileage limit shall be charged upon return of the Vehicle.
3. If the Parties have concluded a courtesy car rent agreement for the duration of damage removal to the LESSEE's vehicle, payment of the rent may be affected by concluding an agreement for the assignment of receivables due to the LESSEE from the insurance company of the perpetrator of the damage to the LESSEE's vehicle.
4. If the insurance company or assistance operator is obliged to pay the rent for the Vehicle under an agreement separate from the rental agreement and the LESSEE does not return the Vehicle despite the expiry of the rental period, the obligation to pay the rent for each additional day after the expiry of the rental period agreed by the insurance company or assistance operator with the LESSOR, shall pass onto LESSEE. The LESSOR shall immediately inform the LESSEE of the lack of authorisation for a further rental period by the insurance company or assistance operator, requesting the LESSEE to return the Vehicle at the previously agreed time. Extension of the rental period beyond the period agreed by the insurance company or assistance operator with the LESSOR is only possible with the consent of the LESSOR and under the condition that the LESSEE shall, no later than before the expiry of the deadline for return of the vehicle, inform the LESSOR of the need to extend the rental period and pay in advance the rental fee for each additional day of rental. In this case, point 3 above shall not apply and the rental agreement shall only be extended by the period prepaid by the LESSEE. In the event of non-payment, the rental agreement is terminated at the end of the last paid rental day.
5. If the Parties have agreed in the rental agreement to pay the rent or other charges in arrears, the LESSOR shall issue an invoice within 14 days of the end of the rental period or settlement period.
6. The payment date shall be the day of crediting the LESSOR's bank account.
7. Should the LESSEE be in default in the payment of the rent for at least one payment period, the LESSOR after ineffective payment request notice from the LESSEE (in a document form) may terminate the rental agreement without notice, subject to the right to charge the LESSEE with interest for each day of delay in payment. The right to terminate agreement also applies to rental agreements concluded for a fixed period. Prior notice to the LESSEE is not necessary for termination. The LESSOR may terminate the rental agreement with immediate effect also in the event of delay by the LESSEE in the payment of any other amounts due to the LESSOR from the LESSEE, after prior notice to the LESSEE for payment and giving a period not shorter than 3 days for payment.
8. In the absence of timely payment of rent or other charges under the agreement, when the LESSEE is not a consumer, the LESSOR, after ineffective payment request delivered to the LESSEE in a document form, is entitled to block the starter of the Vehicle. After payment by the LESSEE of the outstanding charges and the fee for unlocking the starter indicated in the Price List and notifying the LESSOR of this fact, INTER FLEET will restart the starter within 24 hours upon receiving the outstanding payment. For the period of immobilisation of the Vehicle, the LESSOR shall retain the right to rent. In case of emergency, the LESSEE may contact the INTER FLEET Technical Department to unlock the starter.
9. If the rental agreement provides for a deposit to be collected by the LESSOR or if it is a condition of the conclusion of the Rental Agreement that the LESSOR collects a deposit from the LESSEE, the LESSEE shall pay the deposit with credit card or by bank transfer in the amount set out in the rental agreement, as security of LESSOR's claims against the LESSEE. The deposit is refundable within 14 days of returning the Vehicle. However, the deposit shall be reduced by any charges, costs, fees, contractual penalties which the LESSEE is obliged to pay to the LESSOR under the terms of the rental agreement and the GTC or by law, to which the LESSEE agrees.

Section 8 Complaints. Responsibility of the LESSOR.

1. The LESSEE may lodge a complaint about the services provided by the LESSOR:
 - a. in writing - in person at the registered office of INTER FLEET or at its branch office, or by post to the address of INTER FLEET's registered office,
 - b. in electronic form - to the e-mail address: reklamacje@interfleet.pl,
 - c. verbally - in the INTER FLEET's headquarters or in its branch office - the verbal complaint is recorded INTER FLEET representative in the form of a complaint form to be signed by the LESSEE and INTER FLEET representative.
 The complaint should include LESSEE's details and correspondence address, number and date of the Agreement, indication of reservations concerning the services provided by INTER FLEET, LESSEE's request, LESSEE's signature.
2. The LESSOR shall respond to a complaint in writing or electronically to the e-mail address, within a period of up to 14 days upon its receipt if LESSEE is a customer, with respect to provisions of law applying to consumers, and within 30 days in any other case.

3. The LESSOR shall be responsible against the Lessee for the execution of the Rental Agreement, including for defects of the Vehicle, in accordance with the provisions of the Civil Code, Polish Act on Consumer Rights, provisions of the Rental Agreement and GTC, subject to the provisions of point 4.
4. If the LESSEE is not a consumer, liability for damages of the LESSOR is limited to actual damage and does not include lost profits, and the LESSOR is responsible exclusively for the damage suffered by the LESSEE or third parties in connection with the use of the Vehicle, when the damage was caused by reasons attributable solely to the LESSOR. INTER FLEET shall not be responsible for the theft, destruction, and loss of value in use of any items carried or left in the Vehicle, including the cargo carried in the Vehicle, therefore the LESSOR recommends the LESSEE to insure the transported cargo on their own and at their own expense.

Section 9 Personal data

1. The controller of the LESSEE's and Users' personal data is INTER FLEET. Contact to the data controller is given on the website www.interfleet.pl.
2. The controller processes the following personal data of LESSEES and Users:
 - a. name and surname, company name, address of residence, PESEL number, NIP (tax) number, series/number of ID card, passport number, driving licence number, telephone number - processing is necessary for the performance of the agreement to which the LESSEE is a party and to take steps prior to entering into the agreement (Art. 6(1)(b) GDPR) and is carried out in order to provide electronic services and vehicle rental services; provision of this data is voluntary, but necessary to conclude and perform rental agreements; data will be processed for the period necessary for the implementation of the LESSOR's obligations arising from rental agreements concluded with the LESSEE, and after this period - until the statute of limitations of claims arising from these agreements,
 - b. name and surname, telephone number, e-mail address, residential address, history of visits to www.interfleet.pl, transaction history - on the basis of the LESSEE's or User's consent (Art. 6(1)(a) GDPR) for marketing purposes, consisting in sending to the LESSEE's or User's e-mail address and telephone number advertisements and information on offers and promotions of INTER FLEET's goods and services, direct telephone contact for the purpose of presenting offers, advertisements and promotions, as well as data profiling for the purpose of presenting an individualised offer, advertisement and promotion; providing such data is voluntary and is not necessary to conclude and perform the lease agreement; data will be processed for this purpose until the consent is withdrawn,
 - c. LESSEE's Personal Identification Number (PESEL), and in the case of LESSEES running business activity Tax Identification Number (NIP) - on the basis of consent given by the LESSEE (Art. 6(1)(a) GDPR) in order to verify the LESSEE's creditworthiness through the National Debt Register (KRD) run by Biuro Informacji Gospodarczej S.A. (Business Information Bureau); data submission is voluntary, but necessary to conclude and perform the rental agreement with the LESSOR, and the data will be processed for this purpose until the withdrawal of consent.
3. The LESSOR may process the personal data of the LESSEE or the User in order to pursue its legitimate interests (Art. 6(1)(f) of the GDPR) consisting of:
 - a. claiming payment of amounts due under the concluded lease agreement (in particular, this concerns the name, surname, address of residence of the LESSEE, data in the scope of settlements and payments of amounts due under the concluded rental agreement), in which case the processing will be carried out until the statute of limitations for claims under the agreement or their early settlement;
 - b. securing the property entrusted by the LESSOR to the LESSEE or the User, in particular in order to locate the rented Vehicle in case of loss, misappropriation or theft and to verify proper execution of the rental agreement by the LESSEE - including verification of compliance with the ban on leaving the territory of the Republic of Poland without the consent of INTER FLEET - (in particular, identification data, data on the location of the rented vehicle, the route of the trip), and in this case, processing will be done for a period of 3 years from the return by the LESSEE of the rented vehicle; and the provision of such data is necessary for the conclusion and performance of the rental agreement;
 - c. defence against claims.
4. The LESSEE and the User have a right of access to the content of the data and to rectification, erasure or restriction of processing, as well as a right to object to processing, to request the cessation of processing and a right to transfer the data.
5. The LESSEE and the User shall have the right to lodge a complaint with the supervisory authority, i.e. the President of the Personal Data Protection Office.
6. If the basis for data processing of the LESSEE or the User is the consent, the LESSEE and the User may withdraw the consent at any time, which, however, shall not affect the legality of the processing carried out based on consent before its withdrawal.
7. The LESSEE and User data may be shared with subcontractors of the LESSOR in the scope of marketing activities, Business Information Bureau, vehicle insurers and entities involved in the service of renting a vehicle, in particular, providing the LESSOR with assistance services, mechanical, body and paint repair and assistance operators, as well as insurance companies referred to in Section 7 (points 3 and 4).
8. The LESSEE's and User's data may be disclosed to entities and authorities appointed to impose and enforce fees for the use of public roads in accordance with the Act of 21 March 1985 on Public Roads (Journal of Laws No. 14, item 60) and fines imposed pursuant to the Act of 20 May 1971 - Misdemeanours Code (Journal of Laws No. 12, item 114) and the Regulation of the Prime Minister of 24 November 2003 on the amount of fines imposed by way of criminal penalties for selected types of offences (Journal of Laws No. 208, item 2023).

Section 10 Final provisions.

1. In the event of a conflict between the provisions of the General Car Rent Terms and Conditions and the rental agreement, the provisions of the rental agreement shall prevail.
2. All prices mentioned in the General Car Rent Terms and Conditions are gross prices (including 23% VAT).
3. Any disputes with non-consumer LESSEE which arise in connection with the performance of the rental agreement will be subject to resolution by a common court of law with jurisdiction over the registered office of INTER FLEET.
4. Pursuant to Article 38(12) of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827 as amended) the LESSEE is not entitled to withdraw from

EXCESS PRICE LIST		
Segment	Partial damage	Total loss/theft (partial x2)
A	PLN 1000.00	PLN 2000.00
B	PLN 1500.00	PLN 3000.00
C	PLN 2000.00	PLN 4000.00
C+	PLN 2000.00	PLN 4000.00
C SUV	PLN 2000.00	PLN 4000.00
D/D+	PLN 2500.00	PLN 5000.00
D SUV	PLN 2500.00	PLN 5000.00
DP/DP+	PLN 3000.00	PLN 6000.00
DP SUV	PLN 3500.00	PLN 7000.00
E/E SUV	PLN 4000.00	PLN 8000.00
P/P+	PLN 2500.00	PLN 5000.00
R – 7 passengers	PLN 3000.00	PLN 6000.00
R – 9 passengers		

1) I declare that before concluding the rental agreement I was provided with a template of the rental agreement and the General Car Rent Terms and Conditions in hard copy form and that I have familiarised myself with them. I agree that the rental agreement I have concluded will be sent electronically to the e-mail address I have provided in the agreement.

2) I give my consent to the LESSOR for sending invoices, correction invoices, duplicate invoices and correction notes in electronic form to the e-mail address indicated by me in the rental agreement.

If I change my e-mail address, I undertake to notify my new address to the following e-mail address: biuro@interfleet.pl

I am aware that the above consent may be withdrawn by me at any time, following which the LESSOR shall lose the right to issue and send invoices to the recipient electronically, starting from the day after receipt of information about the withdrawal of consent.

PRICE LIST	
A. Fee for returning a Vehicle with a lower fuel level than at the pick-up time	value of the missing fuel in + PLN 100.00
B. Administrative fee for the designation of the user	PLN 200.00
C. Return of the Vehicle after the Deadline	Rental rate according to the daily rental rate + liquidated damages of PLN 100.00 (in case of delay) / each commenced day
D. Preparatory fee	PLN 50.00
E. Fee for returning a Vehicle dirty (exterior) or if interior needs cleaning	PLN 120.00
F. Return of the Vehicle with non-permanent (i.e. removable by standard cleaning procedures used at professional car washes) stains on the seats, upholstery, in the boot	refund (re-invoice) of upholstery washing costs + liquidated damages of PLN 100.00
G. Return of the Vehicle without the registration certificate, insurance policy, registration plate or sticker, or with the above-mentioned documents/items destroyed	liquidated damages in the amount of the official costs of producing new documents/things, increased by PLN 100.00 (calculated for each document/item)
H. Return of the Vehicle without the technical documents (inspection book/schedule, user manual) or with the above-mentioned documents destroyed	liquidated damages in the amount of the costs of producing/purchasing new documents plus PLN 100.00 (per document)
I. Missing or damaged vehicle car keys/controller	reimbursement of costs of making/repairing + liquidated damages of PLN 1000.00
J. Missing hubcap	According to ASO rates
K. Loss of warranty on the Vehicle under the responsibility of the LESSEE or the User	liquidated damages of PLN 5000.00 for vehicle segments A, B, C, C+, C SUV, D, D+, M, R-7os. and PLN 8000.00 for vehicle segments D SUV, DP/DP+, DP SUV, E, E SUV, P/P+, R-9os.
L. Missing or need for replacement/repair of equipment not listed in the Price List	according to ASO rates + liquidated damages in the amount of PLN 100.00
Ł. Smoking in the vehicle; transporting animals without the consent of INTER FLEET	liquidated damages of PLN 1000.00 (Per occurrence)
M. Towing with another vehicle	liquidated damages of PLN 500.00 (Per occurrence)
N. Administrative fee for unlocking the starter in a Vehicle	PLN 500.00 (Per occurrence)
O. Drop-off/collection of a Vehicle outside the working hours of INTER FLEET	PLN 100.00
P. Drop-off/collection of a Vehicle outside the town where INTER FLEET has its branch office	PLN 50.00 + PLN 2.00 for each kilometre counted from the border of the nearest town where INTER FLEET has a branch to the place of drop-off/collection
Q. Return of the Vehicle at a branch other than the one where the delivery took place or at a place other than the one indicated in the rental agreement	PLN 500.00
R. Fee for driving a vehicle outside Poland without obtaining an INTER FLEET authorisation	PLN 3000.00 (for each trip outside Poland)
S. Failure to inform about the current mileage of the Vehicle within the period specified by INTER FLEET	liquidated damages of PLN 500.00
T. Failure to make the Vehicle available for a tyre change or to make it available for inspection at higher odometer readings than those specified in the Vehicle's service book or on-board computer, or not to make it available at all	liquidated damages of PLN 500.00
U Fee for driving a Vehicle outside Poland	PLN 300.00
V. A fee for a lost temporary parking card	PLN 200.00
W. A fee for windscreen replacement	PLN 150.00

Inter Fleet Sp. z o.o.

 Robert Mucha
 Prezes Zarządu

Inter Fleet Sp. z o.o.

 Tomasz Wilczyński
 Członek Zarządu

LESSEE

INTER FLEET