

## GENERAL CONDITIONS OF AGREEMENTS valid from 01/08/202

### § 1. INITIAL PROVISIONS

1. These General Terms and Conditions of Car Rental (hereinafter also referred to as: "**GT&C**") define the terms and conditions of car rental agreements concluded by Flex Rent sp. z o.o. with its registered headquarters in Warsaw, at 11 Bitwy Warszawskiej 1920 Street, 02-366 Warsaw, KRS [National Court Register Number] 0000648633, REGON [Business Identification Number] 365928831, NIP [Tax Identification Number] 7010635672 (hereinafter also as the "**Lessor**") with the lessee or user of the vehicle (both the lessee and the user of the vehicle are hereinafter referred to as the "**Lessee**") and constitute an integral part of the Rental Agreement (hereinafter also referred to as the "**Agreement**"), the specimen of which is available on the Lessor's website at [www.global-rent-a-car.com/pl\\_pl](http://www.global-rent-a-car.com/pl_pl), [www.flexrent.pl](http://www.flexrent.pl). Capitalized words have the meaning assigned to them in these GT&C and the Agreement. In the event of discrepancies between the content of the GT&C and the content of the Agreement, the provisions of the Agreement shall prevail.
2. Subject to the provisions of sections 3-5 below, the condition for the conclusion of the Agreement is that the Lessee or the person authorized to use the vehicle on behalf of the Lessee has a driving licence of the appropriate category recognized on the territory of the Republic of Poland for a minimum period of 12 months preceding the date of the Agreement and is not less than 20 years of age, and in the case of premium class vehicles and vehicles designed for carrying 9 people, not less than 25 years of age.
3. Regardless of the class of the rented vehicle, the conclusion of the Agreement by a person below 25 years of age and over 69 years of age is possible after paying an additional fee, included in the Lessor's Table of Fees (hereinafter: "**Table of Fees**"). The Table of Fees constitutes an appendix to these GT&C and is available on the Lessor's website at [www.global-rent-a-car.com/pl\\_pl](http://www.global-rent-a-car.com/pl_pl), [www.flexrent.pl](http://www.flexrent.pl).
4. Persons who do not meet the age criteria may rent a vehicle provided that they pay twice the amount of the deposit referred to in §4, as well as an additional fee included in the Table of Fees.

5. The Lessee or the person authorized by the Lessee to use the vehicle on behalf of the Lessee must present an identity card (other than a driving licence) valid for a minimum period of 12 months prior to the date of conclusion of the Agreement.

### § 2. START AND END OF THE RENTAL RELATIONSHIP

1. The Lessee may reserve the vehicle through the Lessor's website or through a broker cooperating with the Lessor. In order to correctly fill in the form for the purposes of making a reservation, it is necessary to provide the following information:
  - 1) Name and surname;
  - 2) Rental duration;
  - 3) Place of pickup and return of the vehicle;
  - 4) Payment method;
  - 5) Selected accessories (e.g. child safety seat, GPS, WIFI);
  - 6) E-mail address and contact telephone number of the Lessee.
2. The Lessee receives confirmation of the reservation to the e-mail address provided by the Lessee in the reservation form. The confirmation sent to the Lessee contains detailed information on the reservation made, in particular the duration of the Agreement, amount of rental fee, vehicle class, and place of pickup of the vehicle.
3. In the case of making a reservation through an internet broker portal, presenting vehicle rental offers from multiple entities, the Lessee receives confirmation of the reservation with detailed information on the reservation from this entity and the terms and conditions of the agreement concluded with the broker portal.
4. If the Lessee makes a reservation of the vehicle through the broker portal, the Lessor shall not be liable for the provision/performance of any additional services offered and purchased from such an intermediary, as well as for the Lessee's settlements with such an entity.
5. The Lessor is not liable for settlements and reimbursement of fees paid by the Lessee to the brokerage companies through which the Lessee made the reservation of the vehicle.
6. The Agreement is concluded by signing it by the Lessee and the Lessor's representative using a device that enables electronic confirmation of the signature.

7. The start and end date and time of the rental is specified in the Agreement.
8. In the case of reservation made through the Lessor's websites: [www.global-rent-a-car.com/pl\\_pl](http://www.global-rent-a-car.com/pl_pl) and [www.flexrent.pl](http://www.flexrent.pl), resignation from the reservation without incurring costs for the Lessor is possible no later than 24 hours before the planned release of the vehicle to the Lessee. In the case of reservations made through an intermediary (broker), the terms of resignation are specified in the agreement concluded by the Lessee with the intermediary.
9. Extending the duration of the Agreement requires the Lessor's consent, and the intention to extend it must be notified by the Lessee immediately, no later than:
  - 1) 24 hours before the deadline for returning the vehicle - on working days from Monday to Friday;
  - 2) 48 hours before the deadline for returning the vehicle - on Saturdays, Sundays and public holidays.
10. The notification of the Lessee's intention to extend the Agreement for a period longer than 59 minutes must be confirmed by an e-mail sent to [rent@global-rent-a-car.pl](mailto:rent@global-rent-a-car.pl) [rent@flexrent.pl](mailto:rent@flexrent.pl) or in person at the Lessor's branch. In the event of extension, the Lessor has the right to recalculate the rate for the rental day according to the Walk-in rental price list valid on the date of extension of the Agreement. Failure to notify the intention to extend the Agreement and failure to return the vehicle within 6 hours from the termination or expiry of the Agreement may be treated as a suspicion of deliberate action (misappropriation or theft), about which the Lessor may notify the law enforcement authorities. After the Lessee declares an intention to extend the Agreement by phone or e-mail, the Lessor sends a new Agreement to the Lessee's e-mail address for the period of extension. Then, the Lessee, within a period of no more than 12 hours from receiving the e-mail, confirms the terms of extension of the Agreement in a reply. In the absence of a response by the Lessee, the extension will not be guaranteed by the Lessor.
11. Shortening the duration of the Agreement is possible at the Lessee's written request, notified by e-mail sent to [rent@global-rent-a-car.pl](mailto:rent@global-rent-a-car.pl) or in person at the Lessor's branch no later than 24 hours before the planned date of return of the vehicle. In

the event of shortening the Agreement lasting at least 5 days, the Lessor may calculate the rate for the rental day according to the rate applicable on the day of shortening the Agreement. The Lessor, in the event of shortening the Agreement, may return the Lessee up to half of the amount due/fees for the remaining days of the rental specified on the basis of the Agreement originally concluded with the Lessee.

12. The Lessor reserves the right to immediately terminate the Agreement and pick up the vehicle from the Lessee at the Lessee's expense, also through an authorized entity, in the event that the car is used in violation of the terms of the Agreement, including in particular the provisions of these GT&C. In justified cases, the Lessor will also be entitled to pick up the vehicle without the participation of the Lessee.

### **§3. RENTAL FEES**

1. The rental fee for the vehicle rental is charged as a multiple of 24-hour periods (per day) at the rate specified on the Lessor's website or resulting from the Agreement with a brokerage portal in the case of reservation through such a portal. In the case of making a reservation through the brokerage portal in the paid-on-arrival payment system, referred to in section 3 point b) below, in the event of a discrepancy between the amount of the rental fee indicated in the reservation confirmation on the broker portal's website and the one indicated on the Lessor's website, the Lessee is entitled to demand a rental fee in the amount specified in the reservation confirmation on the broker portal's website. In the case of payments in the pre-paid system, referred to in section 3 point a), the rental fee in the amount previously paid by the Lessee towards the Agreement through the brokerage portal applies to the Parties.
2. The rental fee is collected in advance, before the vehicle is released to the Lessee, in the amount specified in the Agreement.
3. If the Lessee makes a reservation of the vehicle through the brokerage portal, the payment is made:
  - a) in the pre-paid system: for the brokerage portal, before picking up the vehicle from the Lessor  
or
  - b) in the paid-on-arrival system: by a credit card to the Lessor's account at the latest when the vehicle is released to the Lessee by the Lessor.

4. The Lessee receives a receipt confirming the payments made by him/her. At the Lessee's request, the Lessor will issue a VAT invoice - however, to issue a VAT invoice, the Lessee must provide the NIP [tax identification] number at the latest upon pickup of the vehicle, provided that the receipt is returned to the Lessor (or not collected by the Lessee at the time of releasing the vehicle) and submitting this application within the time limit enabling the invoice to be issued on the valid date (by the 15th day of the month following the month in which the service was performed at the latest), at the latest 2 business days before the expiry of this period. The Lessor is authorized to issue VAT invoices without the Lessee's signature. By accepting the provisions of these GT&C, the Lessee agrees to receive VAT invoices electronically. The VAT invoice is sent to the Lessee's e-mail address indicated in the Agreement.
5. In the event of failure to meet the deadline for payment of receivables resulting from the VAT invoice in whole or in part, the Lessee is obliged to pay statutory interest in the amount specified in article 481 § 2 of the Civil Code.
6. The Lessor accepts credit cards with the full name of the Lessee. Credit cards with an incomplete name and only initials are not accepted. Making a payment using a debit card requires the consent of the Lessor and is possible in the event of paying an additional fee for the excess reduction package and for the fuel package, in order to secure the performance of the Agreement. On the terms and in the amount specified in the Lessor's Table of Fees available on the website, the validity of the credit/debit card may not be less than 6 months from the date of the end of the Agreement.

#### **§4. DEPOSIT AND EXCESS OF THE LESSEE**

1. The condition for releasing the vehicle to the Lessee is to provide a deposit to secure the Lessor's claims that may arise from the Agreement. The deposit is transferred by blocking the funds on the Lessee's credit card (American Express, Visa Card, Master Card) before the vehicle is released. The Lessee may purchase, for an additional fee specified in the Table of Fees, a reduction in the amount of the deposit (reduction of the deposit blockade). The purchase of a reduction in the obligation to provide a deposit (reduction of the deposit blockade) does not release the Lessee from liability for the rented vehicle. Within the scope of the Lessee's liability specified in the Agreement and the GT&C, the Lessor has the right to charge the Lessee with contractual penalties and costs for which the Lessee is liable.
2. The amount of the deposit appropriate for a given vehicle class is specified in the Agreement and in Appendix 1 to the GT&C (also available on the Lessor's website [https://www.global-rent-a-car.com/pl\\_pl/](https://www.global-rent-a-car.com/pl_pl/), <https://flexrent.pl> /). Pre-authorization as a blockage of funds on the card is made by the Lessee before the vehicle is released and is valid for 14 days from the date of its making. The blockade (pre-authorization) is released automatically in accordance with the procedures adopted by the bank - card issuer. The Lessor has the right to submit an instruction to block funds for the next 14 days, if it is necessary to exercise the Lessor's rights under the Agreement and the GT&C, in particular when the vehicle is returned in a state inconsistent with the Lessee's obligations under the Agreement and the GT&C. Releasing the blockade does not mean that the Lessor waives its claims against the Lessee. The Lessor undertakes to immediately submit an instruction to cancel the blockade in the event of the occurrence of premises justifying the release of funds, no later than within 7 days from the last day of the Agreement.
3. The deposit paid by the Lessee may be counted towards covering the Lessor's claims, in particular the costs necessary to restore the vehicle to the condition resulting from normal wear and tear, or penalties charged in connection with the closure of the Agreement, which was improperly performed by the Lessee, in particular for covering the Lessee's excess in the appropriate amount in the event of damage to the vehicle or other property transferred to the Lessee during the rental period for reasons for which the Lessee is liable.
4. Subject to the provisions of section 5 below, the excess means the level of the Lessee's property liability for the vehicle specified in Appendix 1 and on the Lessor's website ([https://www.global-rent-a-car.com/pl\\_pl/](https://www.global-rent-a-car.com/pl_pl/) and <https://flexrent.pl/>), but the Lessee's excess does not limit his/her liability in the event of the Lessee's failure to comply with the obligations set out in these GT&C or the provisions of the Agreement. In the event of damage, the Lessee's liability is limited to the amount of the excess, except for the Lessee's choice of the Easy

- Drive package available on the website [www.global-rent-a-car.com.pl](http://www.global-rent-a-car.com.pl) - if the Easy Drive package is selected, the Lessee is liable for all damage up to the full amount of damage, without limit of the excess.
5. The Lessee is fully liable for damage caused by the Lessee's fault, including damage caused by the person driving the vehicle if the Lessee made the vehicle available to him/her, including damage caused due to the use of the vehicle contrary to the Agreement or the GT&C, documented on the basis of the valuation presented to the Lessee by the Lessor if the damage arose as a result of circumstances for which the Lessee is liable or if he/she fails to exercise due diligence required in the case of an event relating to the vehicle (in particular, if he/she fails to notify the Police about the event, does not take the steps required to liquidate the damage under the insurance policy) The provisions of the preceding sentence also apply to situations where the Lessee violates the terms of the Lessor's **Table of Fees**, delivered to the Lessee and available at any time on the Lessor's website [www.global-rent-a-car.com.pl](http://www.global-rent-a-car.com.pl), <https://flexrent.pl/>. In the event of damage to the vehicle, the Lessor will provide the Lessee with a cost estimate for repairing the damage. The Lessor will also prepare photo documentation of damage or dirt to the vehicle, where possible. At the Lessee's request, the photo documentation will be provided to the Lessee.
6. The rented vehicles have the required scope of motor third party liability insurance, accident insurance releasing the Lessee from liability above the excess, in the event of a collision and theft, subject to other provisions of this GT&C or the Agreement and with the exception of:
- 1) deliberate damage to the vehicle by the Lessee or the person driving the vehicle,
  - 2) damage to the vehicle while driving by the Lessee or the person driving was under the influence of alcohol or intoxication, after the use of drugs or psychotropic substances and/or without a valid driving licence,
  - 3) damage to the vehicle by the Lessee or the person driving the vehicle in the event of a gross violation of road traffic regulations,
  - 4) if the person driving the vehicle fled the scene,
  - 5) damage caused in a situation where the person driving the vehicle was a person not authorized by the Lessor to drive the vehicle,
  - 6) theft of the vehicle, as a result of which the keys and/or the registration certificate of the stolen vehicle were stolen;
  - 7) theft of the vehicle left in a dangerous place and/or in which all anti-theft devices installed in it have not been activated;
  - 8) burglary, as a result of which the radio and the panel were stolen;
  - 9) damage to the vehicle as a result of refuelling with the wrong type of fuel.
7. In the cases indicated in the preceding section, the damages are fully or partially covered by the Lessee. The excess for each of the damages has been determined for the amount specified in the provisions of these GT&C and available on the Lessor's website - [www.global-rent-a-car.com.pl](http://www.global-rent-a-car.com.pl), <https://flexrent.pl/>.
8. The Lessee has the right to waive the excess for each of the damages referred to in section 4 above (with the exception of the cases specified in section 5 above and section 9 below), by purchasing an additional excess reduction package. The Lessee may report such a will to the Lessor on the day of releasing the vehicle by the Lessor at the latest, against payment of an additional fee. The description and scope of additional excess reduction packages is attached as Appendix 2 to the GT&C.
9. The purchase of the excess reduction package does not apply or does not release the Lessee from liability for damage in the event of:
- 1) damage/loss/misplacement of the registration certificate;
  - 2) damage/loss/misplacement of additional equipment, e.g. WIFI, child safety seat;
  - 3) damage/loss/misplacement of a key or remote control;
  - 4) damage/loss/misplacement of the registration plate, unless it has been reported to the police;
  - 5) loss of a parking ticket;
  - 6) refuelling the vehicle with the wrong type of fuel;
  - 7) when it turns out that the person driving the vehicle is under the influence of alcohol/drugs, or is after the use of alcohol/drugs;

- 8) in the case of driving the vehicle by a third party, not reported to the Lessor as an additional driver;
  - 9) in the event of an unauthorized trip abroad, that is, a trip abroad, despite the lack of the notification of the intention to leave to the Lessor and the lack of the Lessor's consent to trip abroad;
  - 10) in the case of failure to deliver or exceeding the deadline for delivering the damage report form;
  - 11) in the event of violation (improper performance or failure to comply with the provisions) of the GT&C or the Agreement in the scope of provisions specifying the Lessee's obligations related to the use of the vehicle;
  - 12) in the event of using the vehicle contrary to the road traffic regulations, which resulted in the costs incurred by the Lessor, in particular administrative penalties, additional fines;
  - 13) any damage caused to the replacement vehicle issued as the next replacement vehicle (the second replacement vehicle and the next ones), as a result of damage caused by the Lessee or the person driving the vehicle.
10. Immediately after the return or replacement of the vehicle used by the Lessee, the Lessor reserves the right to charge the Lessee with the following costs:
- 1) costs of deficiencies in the equipment of the vehicle or its parts described in the vehicle pickup and drop off protocol and compensation for excessive wear of the vehicle inside or outside,
  - 2) costs of removing damage caused by improper use of the vehicle or negligence of the Lessee, and not resulting from the risks covered by the insurance policy and not constituting a standard damage;
  - 3) costs of removing communication damage in the event of failure by the Lessee to fulfil the obligations under the Agreement or the GT;
  - 4) costs of compensation for the loss of value of the vehicle as a result of a collision or accident if the cause of the accident was culpable or partially culpable by the Lessee, the person driving the vehicle or the vehicle passenger, or for the loss of value of the vehicle as a result of making modifications or other changes contrary to the intended use of the vehicle without the consent of the Lessor.
11. In the event of damage exceeding the value of the excess, caused by the violation of the provisions of the Agreement referred to in section 5, section 9 and section 10 above, the Lessor reserves the right to claim full compensation from the Lessee (actual damage and lost profits) in the course of court proceedings.
  12. The amount of excess is presented in the table in Appendix no. 1 to the GT.

#### **§5. RELEASE AND RETURN OF THE VEHICLE**

1. The Lessor will release the vehicle to the Lessee on time and in the class compliant with the reservation, along with a complete set of documents necessary for its use and with the only set of keys and a damage report form. The Lessor reserves the right to release a higher class vehicle to the Lessee for the rental fee corresponding to the class of the reserved vehicle.
2. The technical condition of the vehicle is each time described in the vehicle pickup and drop off protocol. The release protocol contains information on the mileage counter, fuel level, and a drawing (projection) of the vehicle with any excessive damage marked on it, specified in accordance with the rules set out in the vehicle return guide ("PZP Flex Rent") that occurred during previous rentals of the given vehicle. The Lessee is asked to read the release protocol and PZP Flex Rent, as well as to check the correctness of the information contained in the release protocol, in accordance with the Lessee's basic knowledge entitling him/her to drive vehicles. In particular, the Lessee should check the technical condition of the vehicle released to the Lessee. In the event of the Lessee's doubts as to the technical condition of the vehicle, the Lessee has the right to request verification of the condition of the vehicle with the Lessor's representative and to report any reservations to the vehicle pickup and drop off protocol. The Lessee's right to verify the condition of the vehicle before its pickup is due until the first time the vehicle is started by the Lessee (vehicle ignition). Each time the release protocol is provided to the Lessee, first for inspection and approval, and then via e-mail to the Lessee's e-mail address.
3. Unless the parties to the Agreement expressly agree otherwise in a specific case, the Lessee is charged with minor expenses resulting from the normal use of the vehicle, i.e. refilling the vehicle's operating fluids, washing the vehicle, refuelling,

- daily checks of the level of operating fluids, in particular, the level of oil and coolant, the operation of the bulbs in the vehicle, and the level of tyre pressure.
4. If, during the rental period, the vehicle requires repairs of any kind, the Lessee is obliged to notify the Lessor of this fact each time and immediately by contacting the Lessor by phone at +48 22-122-86-63 - 24 hours or via e-mail, i.e. [service@global-rent-a-car.pl](mailto:service@global-rent-a-car.pl), [serwis@flexrent.pl](mailto:serwis@flexrent.pl), the Lessor's hotline operates 24/7, e-mail notifications are accepted and processed by the Lessor from Monday to Friday, 9.00-17.00.
  5. The vehicle is released on the day of concluding the Agreement, unless the Parties expressly agree on a different date of release of the vehicle. If there is a need to change the date of release of the vehicle, the Lessee is obliged to inform the Lessor at least 48 hours before the planned release of the Vehicle to the address [rent@global-rent-a-car.pl](mailto:rent@global-rent-a-car.pl), [rent@flexrent.pl](mailto:rent@flexrent.pl), or by phone at +48 22 118 90 22.
  6. The vehicle is released with a full fuel tank, unless a different value of the fuel level in the tank is indicated in the vehicle pickup and drop off protocol. The fuel level in the returned vehicle should be the same as when the vehicle was released. Otherwise, the Lessee will be charged with an additional fee in the amount calculated in accordance with the Lessor's Table of Fees.
  7. After the termination or expiry of the Agreement, the Lessee is obliged to return the vehicle, keys and all documents as well as additional equipment provided to him/her by the Lessor along with the vehicle, as a rule during the Lessor's office hours and in the presence of the Lessor's employee.
  8. The Lessee is obliged to return the vehicle and additional equipment in a non-deteriorated condition, taking into account normal wear and tear resulting from the proper use of the vehicle and equipment.
  9. In the case of returning the vehicle: (i) whose degree of dirtiness does not allow for a thorough inspection of the condition of the vehicle at the time of its return by the Lessee or (ii) when the vehicle is returned without the participation of the Lessor's employee by returning the vehicle keys to the box located at each Lessor's point, in particular, in the case of returning the vehicle outside the working hours of the Lessor's points (as a rule, working hours 7: 00-23: 00, outside the separately regulated working hours on non-working days and subject to separate working hours of some Lessor's points, about which information can be found) at each point), the Lessor will verify the condition of the vehicle without undue delay, no later than 24 hours from the moment the vehicle is returned by the Lessee, and will provide the Lessee with a copy of the vehicle pickup and drop off protocol. In this case, the basis for the final settlement of the condition of the vehicle, taking into account the degree of its normal wear and damage beyond the normal degree of wear, will be a vehicle pickup and drop off protocol prepared by the Lessor, made after washing the vehicle by the Lessor's employees.
  10. Due to the exceptional circumstances of the vehicle return, constituting a departure from the rule, which is the return of the vehicle in the presence of the Lessor's employee, during the working hours of the Lessor's point and the washed one (to enable a full inspection of the vehicle upon its return), the completed vehicle pickup and drop off protocol will be treated by the Parties as binding until the Lessee provides the photographic documentation of the vehicle, prepared no later than at the moment of the vehicle return, allowing the Lessor to determine the condition of the vehicle other than that described in the vehicle pickup and drop off protocol. The provisions indicated above do not release the Lessee from the obligations set out in §6. GT&C regarding the Lessee's obligations, in particular related to the obligation to report any damage during the rental period and the obligation to provide the Lessor with a damage report form placed next to the key or in the vehicle's glove compartment.
  11. If the Lessee questions the damage from the completed vehicle pickup and drop off protocol, referred to in section 9 and section 10 above, the Lessee is obliged to cooperate with the Lessor, in particular by immediately providing any information or evidence to the address [customercare@global-rent-a-car.pl](mailto:customercare@global-rent-a-car.pl) or [customercare@flexrent.pl](mailto:customercare@flexrent.pl) to confirm that the damage did not arise during the term of the Agreement, as well as that the Lessee did not cause them or is not liable for them.
  12. On the day and at the time of expiry or termination of the Agreement, the Lessee is obliged to return the vehicle at the place specified in the Agreement.

The Lessee is entitled to return the vehicle elsewhere only after obtaining the Lessor's consent. Bearing in mind the provisions of the preceding sentence, the Lessee is obliged to inform the Lessor about the above by sending an e-mail, no later than 48 hours before the date of returning the vehicle - for its effectiveness, the e-mail must be sent to the Lessor's e-mail address: [rent@flexrent.pl](mailto:rent@flexrent.pl) or [rent@global-rent-a-car.pl](mailto:rent@global-rent-a-car.pl). Returning the vehicle at a place other than the one specified in the Agreement may require the Lessee to pay a fee in this respect in the amount indicated in the Lessor's Table of Fees.

13. The length of the return delay is determined on the basis of the vehicle pickup and drop off protocol. The length of the return delay may be determined, in the case of returning the vehicle outside the working hours of the point or in the absence of the Lessor's employee, based on the indications of the GPS device installed in the vehicle.
14. In the event of a delay in picking up the vehicle by the Lessee, the Lessor may cancel the rental after 59 minutes from the planned release of the vehicle, or add an additional fee for the delay in pickup. In the event of a delay and exceeding 59 minutes, the Lessor may add 107.50 to the rental, for each commenced hour of delay.
15. The Lessor, if the Lessee purchases the Easy Drive package, has the right to settle each km over the limit specified in the Agreement at the rate of PLN 0.50 for each additional km, as well as for not refuelling with fuel on the basis of the provisions of the Lessor's **Table of Fees**.
16. After inspecting the vehicle and reading the confirmation generated by the system, the Lessee receives via e-mail (within 24 hours) a return confirmation - a return protocol, along with a drawing of the vehicle with the technical condition marked (including information on possible damages, scratches). At the Lessee's request, it is possible to issue a paper version of the confirmation referred to in the preceding sentence.
17. In the case of returning the vehicle in the manner described in section 9 and section 10 above (without the presence of the Lessor's employee), the Lessee is asked to prepare photographic documentation confirming the technical condition of the vehicle (in particular, clear photos showing the mileage counter, registration plate, fuel level, photos of the interior of the vehicle, detailed

photos of the body - in particular bumpers, wheel arches, door edges, bonnet, headlights, rims, side skirts and door skirts).

## **§6. LESSEE'S OBLIGATIONS/VEHICLE USE CONDITIONS**

1. During the term of the Agreement, the Lessee undertakes to:
  - 1) comply with the rules of proper use of the vehicle,
  - 2) have with him/her valid documents required by traffic control authorities,
  - 3) use all installed anti-theft devices each time when leaving the vehicle,
  - 4) perform the daily service of the vehicle, in particular check the level of oil, cooling and brake fluid, and follow the recommendations of the vehicle manufacturer, in case of doubts, the Lessee should contact the Lessor or the entity acting on behalf of the Lessor via e-mail or by phone,
  - 5) pay special attention to the indicators on the dashboard, and in the event of irregularities, immediately contact the Lessor or the entity acting on behalf of the Lessor in order to refer to selected services,
  - 6) use an appropriate type of fuel,
  - 7) keep the vehicle in proper cleanliness,
  - 8) secure the vehicle against the negative effects of forecasted, violent weather events, such as hail, flood, storms, blizzards - in particular by parking the vehicle in places not susceptible to flooding and covered.
2. The rented vehicle may not be used:
  - 1) for towing other vehicles,
  - 2) in races, rallies and competitions, tests on race tracks,
  - 3) under the influence of or after the use of alcohol, drugs or other intoxicants,
  - 4) contrary to applicable regulations, including customs and road regulations,
  - 5) outside the country without the consent of the Lessor (it is strictly forbidden to travel in non-European countries, Russia and countries arising from the former USSR - with the exception of Lithuania, Latvia and Estonia),
  - 6) for off-road driving.
3. In particular, it is forbidden to:
  - 1) smoke in the vehicle, consume alcohol, drugs or other intoxicants in the vehicle,

- 2) exceed the permissible load capacity and carry more passengers than specified in the vehicle documents,
  - 3) transport animals in the vehicle,
  - 4) use CB-radio devices,
  - 5) make modifications or other changes to the vehicle without the Lessor's consent - this also applies to company stickers and markings used by the Lessor.
4. In the event of any damage to the vehicle, and in particular when third parties are involved in the event, it is necessary to: (i) immediately notify the Lessor, on the Lessor's hotline: +48 22-122-86-63, (ii) notify the Police, if the situation requires it - notify also other services appropriate to the event, (iii) secure the vehicle or follow the instruction of the Lessor or the entity acting on behalf of the Lessor. In the event of the theft of the vehicle, the Lessee is absolutely obliged to immediately report this event to the Police, and then immediately inform the Lessor about it.
  5. In all the circumstances described above, the Lessee is obliged to: (i) complete the damage report form located in the vehicle, next to the vehicle keys, in the vehicle's glove compartment or along with the documents sent at the start of the rental, (ii) make every effort to in order to obtain the names and surnames of officers who arrived at the scene of the event, along with the name and location of the unit in which they serve and (iii) deliver the above by e-mail to the following address: [serwis@global-rent-a-car.pl](mailto:serwis@global-rent-a-car.pl), [serwis@flexrent.pl](mailto:serwis@flexrent.pl) within 48 hours from the occurrence of the event. Timely delivery determines the settlement with the Lessee of the costs incurred by the Lessor as a result of the event, in particular their limitation to the amount of excess or complete cancellation, if applicable.
  6. If the Lessee does not notify the Police about the road incident, within 48 hours of the accident or collision of the vehicle, the Lessee is obliged to provide the Lessor with a fully completed damage report form with information necessary for the liquidation of the damage (data of participants of the event, cars participating in the event, motor third party liability insurance policy number of the perpetrator of the event, his/her statement on causing the damage, data from the driving licence and identity document of the person driving the vehicle at the time of the event).
7. In the event of the insurer's refusal to pay the compensation, including the costs of repair, caused by the Lessee's failure to meet the obligations provided for in § 6 sections 3-6 of the GT&C or in the event that the information provided in the documents referred to in §6 sections 5-6 of the GT&C prove to be false, the Lessee may be held liable for damage resulting from the lack or improper performance of these obligations, unless he/she proves that his/her non-performance or improper performance is a consequence of circumstances for which he/she is not liable.
  8. If the vehicle requires any repairs during the rental period, the Lessee is obliged to immediately notify the Lessor about this fact. In exceptional circumstances, it is possible for the Lessee, after prior consultation with the Lessor and obtaining the Lessor's consent, to settle the cost of repair with the workshop from his/her own funds and collect a VAT invoice for the Lessor's data for the service provided on behalf of the Lessor and hand it over to the Lessor until the end of the rental in the form of paper to the address of the Lessor's registered headquarters or electronic to the following address: [customercare@global-rent-a-car.pl](mailto:customercare@global-rent-a-car.pl). Each time, after prior verification of the legitimacy of the refund based on the provisions of these GT&C, the Lessor shall reimburse the Lessee for the costs incurred in the amount resulting from the VAT invoice, together with the documented costs of postage.
  9. The Lessor reserves the right to charge the Lessee with the costs of replacing or repairing the tyres installed in the vehicle if during the rental period there is damage caused by the Lessee's failure to exercise due care or for any other reason attributable to the Lessee. If the repair of the damaged tyre is not possible, the Lessor, when it is not possible to buy an additional tyre due to the lack of availability of a given tyre model or in the case of too large difference in the tread height of the tyres on one axle, requiring the Lessor to purchase 2 tyres, reserves the right to charge the Lessee with the costs of purchasing tyres or a tyre, about which the Lessor will immediately inform the Lessee via e-mail to the Lessee's e-mail address indicated in the Agreement.
  10. The Lessee has the right to use the assistance service offered by the Lessor as part of the rental fee. In such a case, the Lessor shall bear the costs of

the assistance service. The Lessor has the right to charge the Lessee with the costs of the assistance service up to the full amount of the service confirmed on the VAT invoice, which the Lessor will receive for a given event, if the Lessee needs to use the assistance service:

- 1) while using the vehicle in connection with obligatory services for the army or other entities, as well which occurred in vehicles participating in protest actions and road blockades,
  - 2) as a consequence of using the vehicle contrary to its intended use and caused by the transported load or luggage,
  - 3) if there is a piloting error, which is considered to be: punctured tyre, discharged battery, locking of the keys, loss of keys, damage to keys, loss of documents, destruction of documents, finding no fuel, refuelling with the wrong fuel, too low level of operating fluids, getting stuck preventing independent departure in all areas where the road traffic law does not apply;
  - 4) when using the vehicle as a crime tool,
  - 5) in a vehicle, the driver of which, at the time of the accident or arrival at the scene of the accident, was under the influence of alcohol or intoxication, or after the use of drugs or other similar agents, as well as when the driver left the place of the event,
  - 6) in a vehicle, the driver of which at the time of the accident did not have the authorization to drive the vehicle required by the Road Traffic Act;
  - 7) when using the vehicle for the transport of dangerous goods, in particular, such as: fuels, toxic chemicals, medical substances or gases,
  - 8) during test drives, rallies, races, trainings, competitions or the use of the vehicle as a prop,
  - 9) when using the vehicle for driving lessons,
  - 10) during an unauthorized trip abroad (i.e. outside Poland).
11. Each time the Lessee reports technical problems with the vehicle or other difficulties in the proper implementation of any provision of the Agreement or the GT&C, the Lessee is obliged to report such a circumstance to the Lessor (i) by e-mail, in the event of technical problems with the vehicle to the following address: [serwis@global-rent-a-car.pl](mailto:serwis@global-rent-a-car.pl), or by telephone to the Lessor's hotline - telephone number: +48 22-122-86-63, (ii) in the event of other difficulties in the correct implementation of any provision of the Agreement or the GT&C, by e-mail at address: [rent@flexrent.pl](mailto:rent@flexrent.pl) or [rent@global-rent-a-car.pl](mailto:rent@global-rent-a-car.pl) or by phone to the Lessor's hotline at: +48 22 118 90 04. The Lessee is obliged to follow the instruction provided by the Lessor.
12. Any comments on the technical condition of the vehicle should be reported by the Lessee immediately, at the latest at the time of release of the vehicle. In this case, the Lessee should take photos of the damage and send them to the Lessor's e-mail address: [customercare@global-rent-a-car.pl](mailto:customercare@global-rent-a-car.pl), indicated as the address for the Lessor's complaint, indicating the vehicle number and the number of the Agreement concluded with the Lessor. In the case of comments submitted after the release of the vehicle, the Lessor has the right to refuse to accept the Lessee's complaint if, on the basis of the previous rental agreements regarding the vehicle in question, the damage did not appear in the vehicle release and drop off protocols, or the photographic documentation at the disposal of the Lessor does not indicate its existence.
13. Failure to comply with the instructions received from the Lessor may result in the Lessee being held liable for damages caused by his/her omission, in particular the Lessee may be called upon to cover the costs in the amount indicated by the Lessor.
14. The Lessee is not entitled to give the vehicle to the third person/s for use or sublet without the consent of the Lessor. In the event of failure to comply with the above obligation, the Lessor is entitled to terminate the agreement with immediate effect. In this case, the Lessor will have the right to charge the Lessee, in addition to the rental fee, with a contractual penalty specified in §8 section 1 of the GT&C. The Lessee is liable to the Lessor for the results and consequences of making the subject of rental available to the third person/s, as for his/her own actions or omissions.
15. The Lessor reserves the right to collect the vehicle from the Lessee, during the term of the Agreement, in the event of the necessity to perform repairs in the vehicle, carry out a service action of the vehicle or in the event when the vehicle is returned at the request of the party financing the vehicle. In this case, the Lessor is obliged to inform the Lessee about it by e-mail in advance - not less than 3 working days, provide the Lessee with a vehicle of

at least the same class until the end of the Agreement, as well as cover the costs of replacing the vehicle.

## §7. LESSOR'S OBLIGATIONS AND LIABILITY

1. In the event of immobilization of the vehicle resulting from its breakdown, communication damage or other circumstances preventing further movement of the vehicle, for which the Lessee is not liable, the Lessor will provide the Lessee with a replacement vehicle. In this case, the Lessor, if possible, will provide a replacement vehicle immediately, no later than:
  - 1) within 4 hours from the receipt of the notification, if the notification concerns a vehicle that is located on the territory of the Republic of Poland - unless the Lessor and the Lessee make individual arrangements jointly accepted by the parties;
  - 2) within 24 hours from the receipt of the notification, if the notification concerns a vehicle located outside the territory of the Republic of Poland - unless the Lessor and the Lessee make individual arrangements jointly accepted by the parties.
  - 3) The replacement vehicle should have a standard corresponding to the originally rented vehicle, and if this is not possible - a standard lower than the vehicle by no more than one class.
2. In the case of repair of a vehicle immobilized for reasons described in section 2 of this paragraph, up to 4 hours from the time of notification, the Lessee is not entitled to a replacement car. The parties to the Agreement may agree to provide a replacement vehicle for a separate additional fee - each time previously agreed and approved by the parties, payable in excess of the amounts resulting from the originally concluded Agreement. In this case, the Lessor undertakes to organize and provide the Lessee with a replacement vehicle - as soon as possible, taking into account the technical and organizational possibilities of the Lessor. The Lessor is obliged to inform the Lessee about the estimated time needed to organize and deliver a replacement vehicle for an additional fee, at the latest upon acceptance of the payment amount by the Lessee.
3. The Lessor will make every effort to ensure that the Lessee receives a replacement car which is a vehicle from the Lessor's fleet. If it is not possible to provide a replacement car from the Lessor's fleet, the Lessor will provide the Lessee with a vehicle provided by the Lessor's contractor, which may require the Lessee to complete additional formalities for and on behalf of the Lessor.
4. If a replacement vehicle is delivered by the Lessor's contractor, the Lessor is the guarantor of settlements between the Lessor's contractor and the Lessee. All issues related to the use of a replacement vehicle provided by the Lessor's contractor are regulated on the same terms as in the case of the vehicle provided to the Lessee by the Lessor on the basis of the Agreement, in accordance with the provisions of the Agreement or GT. The Lessor reserves the right to settle the costs of the replacement vehicle provided by the Lessor's contractor in the event of violation of the Lessee's obligations or in the event of improper performance of the Lessee's obligations related to the use of the replacement vehicle.
5. The provision of a replacement car does not apply:
  - 1) when the vehicle is parked due to the loss of the vehicle's documents or keys by the Lessee,
  - 2) immobilization of the vehicle due to the Lessee's failure to refuel or refuel the vehicle with the wrong fuel,
  - 3) in the event of damage to the vehicle as a result of improper use, including sports and off-road driving;
  - 4) in the case of damage to the vehicle, the driver of which, at the time of the accident or arrival at the scene of the accident, was under the influence of alcohol or intoxication, under the influence or after the use of drugs or other similarly acting agents, and when the vehicle driver departed from the scene of the accident;In such cases, the parties to the Agreement may agree to provide a replacement vehicle for a separate fee, paid by the Lessee. Any arrangements regarding the vehicle then relate to the replacement vehicle, respectively, and the provisions of section 2 point 1) and 2) above do not apply.
6. The Lessor is not liable for any penalties, fines or fees (including parking fees), the imposition of which results from the violation or non-compliance by the Lessee with legal regulations, including road traffic regulations, as well as other regulations/regulations specifying the rules of using

roads or parking lots. These fees are paid by the Lessee. If the Lessor is charged with these fees or costs - they will be charged to the Lessee, while the Lessor is entitled to increase this amount by actually incurred and justified administrative costs (e.g. sending summons, debt collection costs).

7. The Lessee shall pay a flat fee for the Lessor providing written information about the vehicle user at the request of law enforcement or administration authorities in the amount of up to **PLN 200 in the case of Polish institutions and up to PLN 250 in the case of foreign institutions.**

8. Each vehicle is equipped with a GPS transmitter. The Lessor has the right to use the data obtained from the device to monitor the vehicle, secure the vehicle and ensure the safety of the Lessee, as well as in the event of a violation of the Rental Agreement; the Lessor has the right to use the data collected by the GPS transmitter for the purposes of:

- 1) collecting data on the condition and performance of the vehicle during the rental period (including vehicle damage, mileage, fuel consumption and other operational data);
- 2) improving the accuracy of the settlement processes after the vehicle is returned;
- 3) collecting data on driving by the driver during the rental for safety, security and claiming reasons, as well as to contact the lessee if the data suggests that there is a problem with the safety, security or operation of the vehicle.

9. The Lessee has the right to terminate the agreement with immediate effect in the event of non-performance or improper performance of the rental services by the Lessor for reasons for which the Lessor is liable.

#### §8. ADDITIONAL RENTAL FEES

1. Compensation for the damage resulting from non-performance or improper performance of the Agreement by the Lessee due to the Lessee's fault, regarding the obligation to return the car in a non-deteriorated condition, shall be made by paying a contractual penalty in the amount specified below, unless the Lessee proves that the violation of the Agreement occurred for reasons for which he/she is not liable:

<b>Return of the car with non-permanent stains (i.e. stains removable by standard cleaning procedures used in professional car washes) on the seats, upholstery, in the trunk.</b>	PLN 520,-
<b>Permanent damage, requiring replacement of upholstery or seats - full cost of restoration to the previous condition</b>	Full repair cost
<b>Basic cleaning/washing of the vehicle outside/inside</b>	PLN 60,-
<b>Cleaning of the very dirty vehicle inside</b>	PLN 520,-
<b>Smoking in the vehicle or consumption of alcohol, drugs or other intoxicating substances by the Lessee - for each of the above-mentioned types of violations; in the event of damage to the vehicle under the influence of prohibited substances - <u>the full cost of restoration to the previous condition.</u></b>	PLN 520,-
<b>Damage/loss or misplacement of the car key or remote control</b>	PLN 2000,-
<b>Damage/loss or misplacement of car documents</b>	PLN 300,-
<b>Damage/loss of the registration plate, registration sticker on the windshield (for each item)</b>	PLN 300,-
<b>Damage/loss or misplacement of the rented device - GPS, child safety seat, WIFI, phone holder, snow chains.</b>	PLN 300,-
<b>Violation of the prohibition on transporting animals</b>	PLN 520,-

<b>Use of a vehicle to tow other vehicles</b>	PLN 500,-
<b>Delay in pickup</b> of the car by the Lessee - above the allowed waiting period of the car, which is 59 minutes.	PLN 107.50 for each started hour. For 5 hours of delay maximally.
<b>Non-contractual use of the car</b> - tolerated delay of up to 59 minutes from the time of the planned returned. If the time limit is exceeded, an additional fee of PLN 107.50 will be charged for each started hour (PLN 537 for 5 hours of delay maximally). If the customer does not return the vehicle by 23:59 on the date of returning the vehicle, an additional day of rental and a contractual penalty will be charged for each commenced day of non-contractual use of the vehicle. Additional day according to the current rates available at the airport office (Walk-in price list).	Additional fee: PLN 107,50,- Contractual penalty PLN 537,- + day of rental for each commenced day
<b>Loss of the car warranty due to the Lessee's fault;</b> actions or omissions of the Lessee resulting in the loss of the warranty.	PLN 2500,-
<b>Refuel of the car with the wrong type of fuel</b>	PLN 1000,-
<b>Repair of the engine as a result of its damage</b> due to the use of the wrong type of fuel - full repair cost	Full repair cost
<b>Dismantling, replacing parts of the car or making modifications</b> without the consent of the Lessor - the full cost of the repair.	Full repair cost

<p>Fee for unauthorized trip abroad without reporting this fact to the Lessor and making the payment specified above (gross violation of the terms of the Agreement by the Lessee).</p> <p><b>Zone I: Germany, Czech Republic, Slovakia</b></p> <p><b>Zone II: Lithuania, Austria, Hungary, Italy, Croatia, Slovenia, Switzerland, Liechtenstein, France, Spain, Portugal, Andorra, Monaco, Luxembourg, Belgium, Netherlands, Denmark, Norway, Sweden, Finland, Great Britain, Ireland, Latvia, Estonia</b></p> <p><b>Zone III: not included in the Schengen area</b></p>	<p>Zone I: PLN 1075 Zone II: PLN 1505 Zone III: PLN 8600</p>
<b>Return in a location other than the vehicle release point (in Poland)</b>	PLN 550,-
<b>Return of the car in a country other than Poland requires individual arrangements. In the event of an unreported return in another country, the customer will be charged a fine of PLN 6500.</b>	PLN 6500,-
<b>Return or release of the car outside the opening hours of the point</b> (working days: 07:00-23:00, individually agreed hours on public holidays)	PLN 130.00,-
<b>Driving the car by a person other than the Lessee</b> (additional driver without purchasing this option when making the reservation)	PLN 200,-/day of use by an unauthorized person

<b>Refilling the missing fuel to the original amount for each litre of fuel (the penalty covers the flat-rate cost of purchasing and refilling the missing fuel for each litre of fuel, or for electric cars for KW of electricity)</b>	PLN 12,-/litre PLN 6,-/KW
<b>Loss of the parking ticket when returning the vehicle</b>	PLN 130.00 once

2. The Lessee is obliged to return the parking ticket received at the entrance to the airport car park at the Lessor's office. In the absence of a ticket, the Lessor may charge the Lessee with a fee for losing a parking ticket up to PLN 130. In the event that the Lessee terminates the rental before the date specified in the Agreement and without prior notice to the Lessor, he/she will leave the vehicle in the paid parking lot, which will result in the Lessor incurring unjustified parking costs - the Lessor is entitled to charge the Lessee with the equivalent of these costs.
3. In the event of a replacement of parts or components of the vehicle unauthorized by the Lessor, including, for more worn parts or components, replacement of tyres, rims, battery for other than those installed at the time of release of the vehicle - the Lessor is entitled to charge the costs of restoring the vehicle to the condition corresponding to the condition of the vehicle on the date of its release to the Lessee. The basis for the Lessor's claims in this respect is the pickup and drop off protocol, confirming the condition of the vehicle after the end of the rental period (the return to the Lessor).
4. In the case of an event updating the obligation to pay the contractual penalty, the Lessor shall inform the Lessee about it by e-mail to the address indicated in the Agreement. The Lessee may present the opposite position and evidence to support it within 7 days from the date of receipt of the e-mail. If the Lessee's position is taken into account, the funds will be returned to the Lessee, the Lessor will inform the Lessee about the issuance of the refund instruction by e-mail. If the Lessee's position is not taken into account, the funds will be collected from the deposit after informing the

Lessee of this fact by e-mail and sending the issued receipt/debit note.

5. The provisions of this §8 do not limit the Lessor's right to claim damages from the Lessee in the amount exceeding the reserved contractual penalties on general terms. In particular, the Lessor has the right to seek compensation for the damage, as well as to cover the lost profits, in the event of the Lessee's violation of the provisions of §4 DEPOSIT AND EXCESS OF THE LESSEE and §7 LESSEE'S OBLIGATIONS specified in the GT, or the provisions of the Agreement

## §9. PERSONAL DATA PROTECTION

1. The Data Controller of the Lessee's personal data is Flex Rent sp. z o.o. with its registered headquarters in Warsaw, at 11 Bitwy Warszawskiej 1920 Street, 02-366 Warsaw. The data provided by the Lessee is processed only for the proper implementation of the Agreement, possible pursuit of claims by the Lessor and for the purpose of conducting a complaint procedure, fulfilling obligations resulting from applicable law. The processing of personal data is necessary to achieve these purposes. The legal basis for data processing is article 6 section 1 letter b, c or f of the EU Data Protection Regulation. Or in the scope indicated in the Agreement, based on the consent of article 6 section 1 letter a of the EU Data Protection Regulation.
2. Detailed information on the principles of processing the Lessee's personal data is specified in the Lessor's privacy policy at [https://www.global-rent-a-car.com/pl\\_pl/](https://www.global-rent-a-car.com/pl_pl/), [www.flexrent.pl](http://www.flexrent.pl), the basic information obligation regarding the grounds, purposes and rules for the processing of the Lessee's personal data related to the performance of the Agreement, is regulated by the information clause indicated in the content of the Agreement concluded with the Lessor.

## § 10. FINAL PROVISIONS

1. In matters not covered, the applicable regulations shall apply, in particular: Act of 30 May 2014 on consumer rights (when the Lessee is a consumer within the meaning of article 22<sup>1</sup> of the Civil Code), Act of 23 April 1964 - Civil Code, Act of 18 July 2002 on provision of electronic services, Act of 16 July 2004 - Telecommunications Law, Regulation (EU) 2016/679 of the European Parliament and of the

- Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), Act of 10 May 2018 on the protection of personal data.
2. The Lessee is obliged to immediately inform the Lessor in writing about the change of the correspondence address, with the reservation that the Lessee may be charged with additional costs of correspondence resulting from failure to inform the Lessor about the change of the correspondence address. The Lessee declares that he/she agrees to be contacted and to submit declarations of will in connection with the agreement concluded by the Parties also in electronic form as well as via e-mail. The Lessor's correspondence will be sent to the e-mail address indicated in the Agreement, and the Lessee's correspondence to the address [customercare@global-rent-a-car.pl](mailto:customercare@global-rent-a-car.pl), [customercare@flexrent.pl](mailto:customercare@flexrent.pl). The Parties undertake to inform each other about each change of the e-mail address.
  3. All prices listed in the GT, the Agreement, the Table of Fees, protocols and on the website [www.global-rent-a-car.pl](http://www.global-rent-a-car.pl), [www.flexrent.pl](http://www.flexrent.pl) are gross prices, unless the Agreement states otherwise. In the event of discrepancies, the rental rates indicated in the Agreement shall apply.
  4. All complaints related to the conclusion and performance of the Agreement should be sent to the address of the Lessor's registered headquarters or by e-mail to the following e-mail address: [customercare@global-rent-a-car.pl](mailto:customercare@global-rent-a-car.pl), [customercare@flexrent.pl](mailto:customercare@flexrent.pl). The Lessor will strive to respond to the complaint within 14 days from the date of its receipt, but no later than within 30 days. In order to improve the complaint process, the person submitting the complaint should indicate:
    - 1) the number of the Agreement concluded with the Lessor,
    - 2) the reason for the complaint and the number of the document from which the questioned charge arises, as well as, if possible, provide evidence confirming the legitimacy of his/her demands, such as confirmation of the transaction related to the purchase of fuel or additional service, photos of the questioned damage, with the date of the photos taken.
  5. Provision of data or evidence indicated in points 1)-2) above does not affect the effectiveness of the complaint submitted by the Lessee.
  5. The Agreement is subject to Polish law. Any disputes that may arise in connection with the Agreement are subject to resolution by a competent common court in accordance with the provisions of the Code of Civil Procedure.
  6. These General Terms and Conditions of Agreements have been prepared in the Polish and English language versions. The Lessee and the Lessor agree that they are aware that the English language version has been prepared for information purposes only, and the Polish language version is binding.
  7. The Appendices to the GT&C include:
    - 1) List of amounts of the Lessee's excess of the damage to the vehicle, vehicle theft and deposit amounts;
    - 2) Excess reduction packages;
    - 3) Table of Fees.
  8. These GT&C are valid from 1 August 2021. The GT&C in the previous wording shall apply to the Agreements concluded before the entry into force of this version of the General Terms and Conditions.

**APPENDIX NO. 1**

Group/Grupa	SIPP Code/Kategoria	Excess CDW (incl. total damage)/ Udział własny szkody	Excess	Deposit/ Depozyt
Economy	MDMR, MDAR,EDMR,EXMR, EDAR	1000EUR/ 4300 PLN	1400 EUR/6000 PLN	500 Eur/2000 PLN
Compact	CDMR,CXMR,CWMMR ,CWAR	1200EUR/5200 PLN	1600 EUR/6900 PLN	750 Eur/3200 PLN
Compact	CLMR,CLAR	1500 EUR/6500 EUR	2000 EUR/8600 PLN	1000 Eur/4300 PLN
Intermediate	IDAR,IDMR,IXMR	1000EUR/ 4300 PLN	2000 EUR/8600 PLN	750 Eur/3200 PLN
Intermediate	SDMR,SDAR,SWMR, SWAR	1200EUR/5200 PLN	2000 EUR/8600 PLN	1000 Eur/4300 PLN
Premium	FDAR,PDAR,PFAR, XFAR	2000 EUR/8600 PLN	2500 EUR/ 10800 PLN	1250 Eur/5500 PLN
Vans	IVMR,IVAR, FVMR,FVAR	1500 EUR/6500 PLN	2000 EUR/8600 PLN	1000 Eur/4300 PLN
Vans	SVMR,PVMR,PVAR	1500 EUR/6500 PLN	2000 EUR/8600 PLN	1000 Eur/4300 PLN
SUV	CFAR	1500 EUR/6500 PLN	2000 EUR/8600 PLN	1000 Eur/4300 PLN
SUV	FFAR,FFMR,FXAR,CG AR,CGMR	1500EUR/5200 PLN	2000 EUR/8600 PLN	1000 Eur/4300 PLN

## Appendix No. 2 - Excess reduction packages.

Customer liability protection packages	Protection against damage to the bodywork (body) and chassis - CDW	Protection against damage to the windshield, side mirrors, tyres - CDW	Theft protection - TP	Basic Road Assistance	Mileage limit	Additional driver***	Fuel prepayment***	Deposit**
<b>Basic protection scopes</b>	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class.	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class.	Assistance in the event of a breakdown preventing further movement of the car.	No limit	None	None	Full
<b>Excess reduction - MINI</b>	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class.	Customer's liability PLN 0	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class.	Assistance in the event of a breakdown preventing further movement of the car.	No limit	None	None	Full
<b>Excess reduction - MIDI</b>	Customer's liability PLN 0	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class.	Customer's liability PLN 0	Assistance in the event of a breakdown preventing further movement of the car.	No limit	None	None	Half of the required deposit
<b>Excess reduction - Full Protection</b>	Customer's liability PLN 0	Customer's liability PLN 0	Customer's liability PLN 0	Assistance in the event of a breakdown preventing further movement of the car.	No limit	None	None	PLN 500
<b>Excess reduction - Full Protection Plus (Full Protection + Fuel Prepayment package)</b>	Customer's liability PLN 0	Customer's liability PLN 0	Customer's liability PLN 0	Assistance in the event of a breakdown preventing further movement of the car.	No limit	None	Possibility to return the car with an empty tank	PLN 0
<b>Easy Drive package*</b>	Excess for the full amount of the damage.	Excess for the full amount of the damage.	Excess for the full amount of the damage.	Assistance in the event of a breakdown preventing further movement of the car.	200 km a day	None	None	Full
<b>Cruising Star package*</b>	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class.	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class.	Excess protection. Customer's liability up to the amount of the excess. Excess depending on the vehicle class.	Assistance in the event of a breakdown preventing further movement of the car.	No limit	None	None	Full
<b>Road King package*</b>	Customer's liability PLN 0	Customer's liability PLN 0	Customer's liability PLN 0	Assistance in the event of a breakdown preventing further movement of the car.	No limit	Included in the package price	None	PLN 500

\* The package is available only at [https://www.global-rent-a-car.com/pl\\_pl/](https://www.global-rent-a-car.com/pl_pl/)

\*\*The amount of the deposit depends on the vehicle class. If you buy a Full Protection or Road King package, there is a PLN 500 deposit in case of refilling the missing fuel.

\*\*\* Additional products, available for purchase without packages

Note! All packages become invalid if the conditions described in the Agreement and in the General Rental Conditions are not met.

### Appendix No. 3 –Table of Fees

Product/Service	Price in PLN	Once for the entire rental/ daily for each day	In constant sale / To be ordered before pickup*
Excess reduction - MINI	Depending on the vehicle class. The offer is available at the rental office	daily	standard
Excess reduction - MIDI	Depending on the vehicle class. The offer is available at the rental office	daily	standard
Excess reduction - Full Protection	Depending on the vehicle class. The offer is available at the rental office	daily	standard
Fuel prepayment - a tank of fuel paid at the time of release. We do not refund for unused fuel	Average market price per litre of fuel on the day of renting + operating fee of PLN 70	once	standard
Delivery to the hotel	PLN 225	once	to be ordered
Child safety seat (under 9 kg)	PLN 36	daily	standard
Child safety seat (weight of 9-36 kg)	PLN 36	daily	standard
Snow chains	PLN 150.50	daily	to be ordered
Young driver - for drivers under 25 (aged 20 to 24)	PLN 43	daily	standard
Pickup from your hotel	PLN 225	once	to be ordered
Snow ties	PLN 107.50	once	to be ordered
Vehicle ozonation	PLN 150	once	to be ordered
Unblocking of the deposit - early unblocking of the deposit (up to 48 hours) after return of the car	PLN 50	once	standard
Reduction of the deposit blockage - reduction of the deposit blockage on the customer's credit card. The excess in the damage or premium remains the same depending on the car class	PLN 200	once	standard
Additional driver fee	PLN 30	daily	standard
Fee for release/return outside working hours. From 00:00 to 07:00	PLN 150	once	standard
Tyres adapted to winter conditions from October 31 to March 21	PLN 21.50	daily	standard
Priority in line	PLN 43	once	to be ordered
Pad for big kids	PLN 36	daily	standard
Ferry	PLN 300	once	standard
Senior - for drivers over 70 years of age	PLN 43	daily	standard
Child seat (over 36 kg)	PLN 36	daily	standard
Navigation System (GPS)	PLN 43	daily	standard
WIFI	PLN 34	daily	to be ordered
Foreign trip - zone III (countries not included in the Schengen area)	PLN 1500	once	standard
Foreign trips - zone II (Lithuania, Austria, Hungary, Italy, Croatia, Slovenia, Switzerland, Liechtenstein, France, Spain, Portugal, Andorra, Monaco, Luxembourg, Belgium, Netherlands, Denmark, Norway, Sweden, Finland, Great Britain, Ireland, Latvia, Estonia)	PLN 600	once	standard
Foreign trips - zone I (Germany, Slovakia, Czech Republic)	PLN 350	once	standard
Return of the dirty car outside. The rental company will not charge the customer for a heavily soiled vehicle from the outside. Note! It does not apply to the devastation of the vehicle.	PLN 60	once	standard
Return at a different airport or city	PLN 285	once	standard
Return in another country I - Hungary - Budapest, Austria - Vienna, Czech Republic - Prague, Germany - Berlin, Dresden, Leipzig. Only at airports	PLN 2500	once	to be ordered
Return in another country II - Germany - Munich, Frankfurt, Cologne, Dortmund, Dusseldorf, Hannover, Hamburg, Italy - Venice, Milan. Only at airports	PLN 6000	once	to be ordered
Return in another country not mentioned - to be individually agreed with the rental company. Only at airports	to be determined	once	to be ordered
*To order a product/service, or to find out about the details of the offer, please contact the Customer Service Office by phone +48 22 118 90 04, or by e-mail <a href="mailto:rent@globl-rent-a-car.pl">rent@globl-rent-a-car.pl</a> <a href="mailto:rent@flexrent.pl">rent@flexrent.pl</a>			