

§1. General Provisions

1. These General Terms and Conditions for Vehicle Rental – RAC (“GTC”) define the conditions of vehicle rental agreements concluded by **INTER FLEET spółka z ograniczoną odpowiedzialnością** with its registered office in Warsaw, at ul. Puławska 479, 02-844 Warsaw, entered into the Register of Entrepreneurs of the National Court Register under number KRS 0000572985, maintained by the District Court for the Capital City of Warsaw, XIII Commercial Division; NIP 1132894383, REGON 362390182 (“LESSOR” or “INTER FLEET”). The General Terms and Conditions for Vehicle Rental apply to all rental agreements concluded by INTER FLEET, unless the agreement provides otherwise.

2. The Lessee, i.e., the party to the vehicle rental agreement concluded with INTER FLEET, may be a natural person with full legal capacity who possesses a valid identification document and has reached the age of:

- 18 and has held a valid driving licence for at least 1 year - in the case of Vehicles from the A, B, C, C+, C SUV segments + an additional fee for drivers under 23 and over 70 years of age;

- 23 and has held a valid driving licence for at least 3 years - in the case of Vehicles from the D, D+, DP, M, P+, R - 7-seater, R - 9-seater segments.

- 25 and has held a valid driving licence for at least 4 years - in the case of Vehicles from the E, E SUV, F segments;

or a legal person or an organisational unit without legal personality, to which the law grants legal capacity (“LESSEE”). The above conditions must be met by any person driving the Vehicle. Age and driving licence restrictions do not apply to the agreements referred to in §7 item 3 and to agreements concluded on behalf of an assistance operator.

3. Definitions:

a. **Vehicle** – a passenger car or truck being the subject of the rental agreement, specified in the rental agreement, which INTER FLEET has the legal right to dispose of. The Vehicle is roadworthy and may be used for driving on public roads, is insured under Third Party Liability (OC), Comprehensive (AC), and 24-hour Assistance in Poland, and does not have legal or physical defects that would prevent its use in accordance with its intended purpose.

b. **User** - The Lessee (referred to as the “CLIENT” in other documents) and any person indicated by the Lessee in the rental agreement as authorised to drive the Vehicle or a person to whom the Lessee has given the Vehicle for use, regardless of the legal basis for giving the Vehicle to another person for use.

c. **INTER FLEET Working Hours** – from 9:00 to 17:00 on business days, i.e., from Monday to Friday, excluding public holidays.

d. **Document Form** – the submission of a declaration of intent in the form of a document – understood as any information carrier allowing one to become acquainted with its content – in a manner allowing one to identify the person making the declaration, including but not limited to an e-mail, SMS, recorded telephone conversation.

§2. Vehicle Handover and Return

1. The Vehicle is equipped with accessories required by Polish law.

The Vehicle is handed over to the LESSEE with one set of keys, a maintenance schedule, and the Vehicle’s manual. The current General Terms and Conditions for Vehicle Rental – RAC are available on the website www.interfleet.pl. The LESSOR may provide the LESSEE with additional equipment for a fee. Additional equipment is indicated in the Vehicle Handover/Return Report (hereinafter also referred to as the Report).

2. The Vehicle may be equipped with a GPS monitoring device and a device enabling INTER FLEET to remotely disable the Vehicle’s starter to protect it against theft or misappropriation. The LESSEE consents to this and acknowledges that such consent is necessary for the conclusion of the vehicle rental agreement.

3. The Vehicle is handed over to the LESSEE in roadworthy condition, clean both inside and out.

4. The Vehicle is handed over and returned based on the Vehicle Handover/Return Report, following an inspection of the Vehicle and noting any damages and shortages in the Vehicle’s equipment in the Report. The LESSEE is obliged to thoroughly inspect the Vehicle at the time of handover and return, 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 the time of handover.

5. The INTER FLEET representative records any damage to the Vehicle and any shortages in its equipment in the Vehicle Handover/Return Report at the time of handover and return of the Vehicle. By signing the Report, the LESSEE confirms the condition of the Vehicle at the time of handover and return. The signing of the Report by the INTER FLEET representative at the time of return does not release the LESSEE from responsibility for damages and shortages in equipment that could not have been detected with due diligence at the time of return.

6. If the condition of the Vehicle (particularly its dirtiness) or weather conditions prevent a thorough inspection of the Vehicle at the time of return, an inspection shall be carried out after the Vehicle has been washed or at a location where the condition of the Vehicle can be assessed regardless of weather conditions. For this purpose, the LESSEE is required to proceed with an INTER FLEET representative to the nearest car wash or another location that allows a thorough inspection of the Vehicle. Washing the Vehicle under the aforementioned circumstances does not exclude the LESSEE’s obligation to pay the amounts specified in the Table of Fees and Penalties.

7. If the LESSEE avoids participating in the return of the Vehicle, refuses to sign the Report, or is absent at the time of return of the Vehicle, including in the situation of non-fulfilment of the obligation referred to in item 6 above, the LESSOR is entitled to collect and record any damages and shortages in the Vehicle’s equipment unilaterally in the Report. These findings are binding on the LESSEE.

8. Upon the expiration or termination of the rental agreement, the LESSEE is obliged to immediately return the Vehicle to the LESSOR at the branch where the Vehicle was handed over, at the location indicated in the rental agreement, or at another location agreed with the LESSOR, during INTER FLEET’s working hours. The LESSOR is entitled to charge an amount for returning the Vehicle at a branch other than the one where it was handed over or at a location other than that indicated in the rental agreement, as specified in the Table of Fees and Penalties.

9. The LESSEE may only return the Vehicle to an INTER FLEET representative or a person authorised in writing by the LESSOR. If this condition is not met, the LESSEE will be required to pay the rental fee and the amounts calculated according to §3 item 3, for the period until the Vehicle is physically collected by INTER FLEET, whereby the LESSOR shall collect the Vehicle immediately upon receiving information about the Vehicle being left with a third party or abandoned.

10. In the case of the LESSEE using the vehicle handover/collection service, fees will be charged as specified in the Table of Fees and Penalties for each handover or collection. The fees are cumulative.

11. In the case of a rental period shorter than 3 days, the LESSOR charges the LESSEE a fee according to the Table of Fees and Penalties. The above does not apply to agreements referred to in §7 item 3 and agreements concluded on behalf of an assistance operator.

12. The LESSEE is required to return the Vehicle in a condition that has not deteriorated, i.e., in the condition in which the Vehicle was handed over, considering wear and tear resulting from proper use. The burden of proof that the deterioration of the Vehicle is a consequence of its proper use rests with the LESSEE. The Vehicle should be returned with a complete set of documents (if provided) and keys, full equipment, clean both inside and out, emptied of personal belongings, and with the same amount of fuel as when the Vehicle was handed over to the LESSEE. Until the return is confirmed by the Report, the risk of accidental loss or damage to the Vehicle is borne by the LESSEE. The LESSOR is not responsible for any items left in the Vehicle.

13. If the Vehicle is returned dirty on the outside or requiring cleaning inside, or with non-permanent stains on the seats, upholstery, or in the boot, or if the Vehicle is returned with missing equipment, in particular without a key or controller to the Vehicle, registration certificate, insurance policy, registration plate, technical documents (or if the aforementioned documents/items are returned damaged), and also if the LESSEE returns the Vehicle with a fuel level lower than when the Vehicle was handed over, the LESSEE will be charged amounts according to the Table of Fees and Penalties.

§3. Rental period

1. The Vehicle Rental Agreement is concluded for a fixed period specified in the rental agreement. The rental period starts on the date and time indicated in the rental agreement, or if not specified in the rental agreement - on the date and time of the Vehicle handover specified in the Vehicle Handover/Return Report

2. Any extension of the rental period requires the prior consent of the LESSOR, expressed in document form. The intention to extend the rental period should be reported by the LESSEE at least 12 hours before the end of the rental period, during INTER FLEET's working hours.

3. If the LESSEE exceeds the deadline for returning the Vehicle without the prior consent of the LESSOR, INTER FLEET is entitled to charge, for each commenced day, the rental fee and, in case of LESSEE's delay, the amount according to the Table of Fees and Penalties. A delay of up to one hour in returning the Vehicle does not result in the charging of the rental fee for another day.

4. In case of the LESSEE's delay in returning the Vehicle, the LESSOR is entitled to collect the Vehicle, along with the equipment referred to in §2 item 1, from the LESSEE, from any location, and to charge the LESSEE with the full costs associated with collecting the Vehicle.

5. Exceeding the deadline for returning the Vehicle by more than 6 hours without the prior consent of the LESSOR may be treated as suspicion of criminal misappropriation of the Vehicle and may result in INTER FLEET reporting to the police. Additionally, the LESSOR is entitled to disable the Vehicle's starter. For unblocking the starter in the Vehicle, the LESSEE will be charged an amount according to the Table of Fees and Penalties unless they prove that the delay in returning the Vehicle was due to reasons beyond their control.

6. The provisions of items 4 and 5 above apply also in the case of the LESSOR terminating the rental agreement with immediate effect and the LESSEE failing to return the Vehicle within the period indicated in the termination notice.

§4. Rules for Using the Vehicle

1. The LESSEE is obliged to use the Vehicle in accordance with its intended purpose, properties, the manufacturer's instructions, including those contained in the Vehicle's manual, the General Terms and Conditions for Vehicle Rental, and INTER FLEET's guidelines, as well as in accordance with traffic regulations.

2. The Vehicle may not be used in races, rallies, or competitions, for towing other vehicles, trailers, or other objects, for transporting items that, due to their smell or properties, may cause damage to the Vehicle or may expose INTER FLEET to the costs of restoring the Vehicle to the condition before it was handed over, or for transporting items that protrude beyond the outline of the Vehicle during transport, as well as exceeding the Vehicle's permissible load capacity. Furthermore, the Vehicle may not be used for commercial transport of persons or goods, unless INTER FLEET has given prior consent in document form. Smoking in the Vehicle is strictly prohibited, as is the transportation of animals, subject to item 3 below. The LESSEE may not remove any markings related to INTER FLEET from the Vehicle, nor may they apply any materials to the Vehicle, regardless of size, content, or material.

3. Upon the LESSEE's request, INTER FLEET may grant consent (in document form) for the transport of a specified pet in the Vehicle, provided that the LESSEE transports the animal in a manner that prevents the animal from damaging or soiling the Vehicle. The LESSEE may not leave the animal alone in the Vehicle. If the LESSEE fails to comply with the above obligations, the LESSEE will be charged an amount according to the Table of Fees and Penalties, 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 from the Vehicle. In the case of animals that cause allergic reactions in humans, the consent to transport the animal in the Vehicle is conditional upon the LESSEE paying a fee for specialist removal of biological traces of the animal from the Vehicle, in the amount specified in the Table of Fees and Penalties.

4. During the use of the Vehicle, the LESSEE is required to routinely monitor the indicators on the dashboard, with particular attention to the engine oil level. If any irregularity in the operation of any element is detected, the LESSEE is obliged to immediately stop the vehicle and contact the LESSOR by phone (Technical Department: +48 666 409 410).

5. The LESSEE bears the ordinary costs of maintaining and operating the Vehicle during its use (fuel consumed during the use of the Vehicle, oil, fluids, screen wash, car wash, cleaning, repair of mechanical tyre damage, motorway tolls, parking fees, garage fees, etc.). The LESSEE is required to use the type of fuel in the Vehicle according to the engine specification indicated on the fuel cap or in the Vehicle's technical documentation.

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 key or remote control outside the Vehicle.

7. The LESSEE is obliged to inform the LESSOR via e-mail to the following address: biuro@interfleet.pl about the intention to drive the Vehicle outside the territory of the Republic of Poland and to obtain the LESSOR's consent for the international trip. The LESSOR gives consent for the Vehicle to travel abroad in document form. The consent is subject to the payment of a fee for the international trip, as specified in the Table of Fees and Penalties. This fee includes the cost of additional insurance for the Vehicle. The obligation and cost of equipping the Vehicle in accordance with the legal requirements applicable outside the borders of the Republic of Poland are borne by the LESSEE. The LESSOR reserves the right to refuse permission for the Vehicle to travel abroad. If the Vehicle is taken abroad without obtaining permission, the LESSEE will be obliged to pay INTER FLEET an amount according to the Table of Fees and Penalties. The LESSEE may also be charged the costs of transporting/towing a non-operational Vehicle to the Polish border.

8. If the LESSOR is obliged by authorised state authorities or other authorised entities, including the owner of the Vehicle:

a. to indicate the details of the person using the Vehicle during the period of use by the LESSEE,

b. to pay fines, penalties, or charges for parking, for using road infrastructure, or other private or public liabilities arising from the use of the Vehicle by the LESSEE or the User,

the LESSEE will be charged an amount according to the Table of Fees and Penalties.

9. The LESSEE is required to cover all fines, penalties, or charges for parking, for using road infrastructure, or other private or public liabilities 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 paying such liabilities or prove that the imposition of the obligation on the LESSEE or the User to pay the above liabilities was due to the LESSOR's fault.

10. If the LESSEE fails to fulfil the obligation referred to in item 9 in fine, they will be obliged to reimburse the LESSOR for the amounts that the LESSOR has paid due to the LESSEE's breach of the obligation specified in item 9.

11. The Vehicle may not be subleased without the LESSOR's written consent.

12. The LESSOR reserves the right to terminate the rental agreement immediately and recover the Vehicle from the LESSEE at their own expense in the event of finding that the Vehicle is being used in violation of the rental conditions and the LESSEE's failure to comply with INTER FLEET's request to cease violating the terms of the agreement.

13. If the Vehicle is used contrary to the rental agreement, where the event is provided for in the Table of Fees and Penalties, the LESSEE is obliged to pay the amounts listed therein to the LESSOR. Furthermore, INTER FLEET is entitled in all cases to claim compensation exceeding the contractual penalty.

14. The LESSOR is entitled to verify data related to the Vehicle's geolocation (including verifying the Vehicle's location, mileage, speed) to protect the LESSOR's property, optimise the use of the LESSOR's fleet, verify the proper use of the Vehicle (e.g., to verify whether the vehicle has crossed the borders of the Republic of Poland), to which the LESSEE hereby consents. The LESSEE acknowledges that the verification described above will involve the processing of the LESSEE's or User's personal data.

15. The LESSOR has the right to indicate the data of the LESSEE or User of the Vehicle to the appropriate authorities, institutions, or other third parties in the event that these entities raise any claims against the LESSOR related to the use of the Vehicle during the period the Vehicle is provided to the LESSEE based on the Agreement and the General Terms and Conditions for Vehicle Rental – RAC. The LESSOR is entitled to indicate the data in the above scope, in particular, in connection with claims related to traffic law violations, fines, penalties, administrative fees, toll road fees, additional parking fees, violations of the regulations of private car parks, etc. By concluding the rental agreement, the LESSEE declares that they consent to the above circumstances and acknowledges that the given consent is necessary for the conclusion and continuation of the Vehicle rental agreement. In the event of withdrawal of the above consent, the rental agreement will be immediately terminated without the need for a termination or dissolution statement from the LESSOR.

§5. Service, Maintenance, and Procedure in Case of Vehicle Damage

1. The LESSEE is required to make the Vehicle available for seasonal tyre changes and for periodic inspection at the mileage specified in the Vehicle's service book or in the Vehicle Handover/Return Report or at the indication of the Vehicle's onboard computer, or at the time indicated by INTER FLEET, at the place and time agreed with INTER FLEET. The cost of periodic inspection and tyre change is borne by INTER FLEET. If the Vehicle is not made available for a tyre change or is made available for inspection with a higher mileage than provided in the Vehicle's service book or onboard computer, or if the Vehicle is not made available at all, the LESSEE will be required to pay an amount to INTER FLEET according to the Table of Fees and Penalties.

2. Notwithstanding the obligations indicated in item 1, the LESSEE is required to inform INTER FLEET about the current mileage of the Vehicle, upon each request of INTER FLEET. If the current mileage of the Vehicle is not reported within the time specified by INTER FLEET, the LESSEE is required to pay an amount according to the Table of Fees and Penalties.

3. In the event of a breakdown, mechanical failure, road accident,

damage or theft of the Vehicle, or damage or loss of any elements of the Vehicle's equipment, including the key or Vehicle documents, the LESSEE is obliged to immediately notify INTER FLEET (Technical Department: +48 666 409 410) and follow INTER FLEET's instructions. **The LESSEE is also obliged to call the police to the scene and present INTER FLEET with the police findings from the scene.** In case of loss of the Vehicle's key or documents, the LESSEE is also required to take all necessary measures to secure the Vehicle against theft. In the event of Vehicle theft, the LESSEE is required to immediately, no later than within 24 hours from the time of discovering the theft, return the Vehicle's keys/controller and documents to the LESSOR.

4. The LESSEE is required to cooperate with the insurance company and INTER FLEET to the extent necessary to settle the claim, in particular, to provide INTER FLEET with a written description of the event, which should include the details of the drivers of the vehicles involved in the event, and other persons and witnesses involved in the event, the details of the owners, as well as registration numbers, insurance policy numbers of the vehicles involved; the statement of the person responsible for the event and the driver of the INTER FLEET Vehicle.

5. In the event of the LESSEE breaching the obligations referred to in paras. 3 and 4 above, in particular by failing to notify INTER FLEET or the police of the damage to the Vehicle, whether partial, total, or theft, of which the LESSEE was aware, or in the event of any other deliberate act or omission by the LESSEE or User, resulting in the LESSOR being unable to obtain compensation from the insurance company, the LESSEE will be required to cover the damage in full.

6. In the event of a Vehicle breakdown, it is prohibited to continue driving until the breakdown is repaired without the consent of INTER FLEET. The LESSEE is not authorised to order repairs, modifications, alterations, inspections, or other repairs and maintenance of the Vehicle or to repair the Vehicle themselves without the consent of INTER FLEET (in writing or by e-mail, under penalty of invalidity). After obtaining INTER FLEET's consent regarding the place and scope of the repair and after presenting the invoices for the service performed, returning the replaced parts, and submitting a statement describing the circumstances of the Vehicle's malfunction, INTER FLEET will reimburse the LESSEE for the costs of the repair.

7. If the LESSEE takes the actions referred to in item 6 above without prior consent from INTER FLEET or in the event of the LESSEE's or User's responsibility for the Vehicle's malfunction, the costs of these actions and any costs of restoring the Vehicle to its original state are borne by the LESSEE.

8. If the Vehicle is technically unfit or has body or paint damage that makes it impossible to use the Vehicle properly, resulting from causes beyond the control of the LESSEE or User, and the expected repair time exceeds 24 hours, INTER FLEET will provide the LESSEE with a replacement vehicle – of the same class as the Vehicle. The replacement vehicle will be provided within no more than 24 hours in the territory of the Republic of Poland and within no more than 72 hours outside the territory of the Republic of Poland from the time INTER FLEET receives information about the Vehicle's breakdown, within the framework and conditions of the Assistance insurance. The LESSEE does not pay the rental fee for the period of waiting for the replacement vehicle.

9. The replacement vehicle is not provided in the event of: loss of the registration certificate or insurance policy or Vehicle key/controller in circumstances other than theft; damage to the Vehicle caused by the LESSEE or User; use of the Vehicle contrary to the General Terms and Conditions for Vehicle Rental; parking damage or damage resulting from acts of vandalism, as well as destruction or damage to tyres – unless they prevent the use of the Vehicle, and the LESSEE proves that they occurred as a result of an event for which the LESSEE or User is not responsible.

§6. LESSEE's Responsibility

1. Compensation for damage to the LESSOR due to the return of the Vehicle in a condition worse than normal wear and tear is made by paying the amounts according to the Table of Fees and Penalties or according to the Table concerning the amount of the excess and its waiver, subject to the provisions below. The LESSOR is entitled to claim compensation exceeding the amount of the fee or contractual penalty. The LESSOR may also refactor the cost of repair or restoration of the Vehicle to its original condition in the event of the Vehicle being returned by the LESSEE in a condition worse than normal wear and tear.

2. In the case of theft or total damage to the Vehicle or in the case of any other damage covered by the Vehicle's AC insurance (constituting external damage to the Vehicle), caused by reasons attributable to the LESSEE or User, or in the case of no perpetrator or inability to determine the person responsible for the damage, compensation for the damage by the LESSEE will occur by paying the LESSOR amounts according to the Table concerning the amount of the excess and its waiver. The LESSEE is required to pay a contractual penalty for each damage to the Vehicle, with one damage meaning the consequences of one event. The above provision does not apply to the misappropriation of the Vehicle by the LESSEE or User. The LESSEE's liability as a consumer is limited to the actual amount of the damage.

3. The LESSEE bears full liability towards the LESSOR (in particular for the return of the Vehicle in a condition worse than normal wear and tear) in all cases where compensation is not possible under the AC or OC insurance, 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 User shares a household;
- b. caused the damage while driving the Vehicle in a state of intoxication or under the influence of alcohol or under the influence of intoxicants, psychotropic substances, or substitutes within the meaning of the Act on Counteracting Drug Addiction;
- c. caused the damage while driving the Vehicle without the required legal qualifications of the country where the accident occurred, or fled the scene of the accident, or caused the accident and did not fulfil the obligations under the GTC or the law;;
- d. did not cooperate to the extent necessary for the settlement of the claim, in particular, did not provide the documents or explanations required by the insurance company or INTER FLEET;
- e. by their actions or omissions, prevented the receipt of compensation from the Vehicle's AC insurance policy or the perpetrator's OC insurance policy;
- f. used the Vehicle contrary to the terms of the Rental Agreement,

the GTC, or the law, or after the occurrence of damage to the Vehicle, did not fulfil the obligations under the GTC or the law;

g. misappropriated the Vehicle;

h. caused the damage while driving the Vehicle without a valid technical inspection or while the Vehicle was participating in protest actions, demonstrations, strikes, riots, disturbances, roadblocks, acts of terrorism or sabotage, and other similar events, or during racing competitions and contests, and training for these rides, or during the use of the Vehicle as a prop;

i. used the Vehicle while committing a criminal offence;

j. left the Vehicle without direct supervision and without securing it with due diligence against theft/destruction or the theft/destruction of its equipment, or left the Vehicle's registration certificate, Vehicle card, or key/controller in the Vehicle, or did not activate all the anti-theft devices; did not secure the key or controller outside the Vehicle.

4. If, as a result of the LESSEE's or User's use of the Vehicle while committing a prohibited act, the LESSOR loses the ability to use the Vehicle for rental purposes (e.g., as a result of the Vehicle being seized by law enforcement authorities), the LESSEE will be required to pay the LESSOR the rental fee and the amounts specified in the Table of Fees and Penalties for the entire period during which INTER FLEET is deprived of the possibility of using the Vehicle.

5. If the LESSEE gives the Vehicle to another person for use, regardless of the legal basis for giving the Vehicle to another person for use, the LESSEE is obliged to provide them with the content of the General Terms and Conditions for Vehicle Rental. The LESSEE is responsible for all actions and omissions of the person using the Vehicle as if they were their own actions and omissions and is responsible for all damages and shortages in the Vehicle's equipment that occurred during the period of use of the Vehicle by the person to whom the LESSEE gave the Vehicle for use, as well as for the misappropriation of the Vehicle that occurred after the LESSEE gave the Vehicle for use to another person.

6. In the case of several persons using the Vehicle, their liability towards the LESSOR is joint and several.

7. The obligation to pay the excess referred to in item 2 above may be waived on the condition that the LESSEE purchases and pays the fee for the excess waiver service, according to the current commercial offer (Excess Waiver Table) in Annex 1. The excess waiver service covers the first damage and is only valid in the territory of the Republic of Poland. This service covers one damage to the Vehicle, and in the case of more than one damage to the Vehicle – it covers the damage that occurred earlier. The service does not cover the interior of the vehicle, including damage/soiling of the upholstery. If the LESSEE purchases and pays for the excess waiver service, the deposit (security) is reduced by half. The excess waiver service covers total loss or theft.

8. The excess waiver service may be purchased only for the entire rental period. The fee for the excess waiver service is charged for each day of use of the Vehicle by the LESSEE, understood as 24 hours from the time the Vehicle is handed over to the LESSEE, and is paid in advance. In the case of extending the rental period (with

the consent of INTER FLEET), the LESSEE will settle the payment for extending the excess waiver service. Payment for the excess waiver service will be made available to the LESSEE via an electronic payment link T-pay.

If the payment for the service is not settled within 24 hours of the start of the rental, the service is not activated, and the LESSEE will be required to pay the excess according to the General Terms and Conditions for Vehicle Rental – RAC, including the Table of Fees and Penalties and the Table concerning the amount of the excess and its waiver.

If the Insurer refuses to accept liability for the damage, the User or Lessee is required to cover all rental costs and charges resulting from excessive damage to the vehicle. The amounts of the charges are listed in the Tables in Annex 1 to the GTC, especially in the Table concerning the amount of the excess and its waiver.

§7. Fees

1. The rental fee is charged for each commenced day, understood as 24 hours from the time the Vehicle is handed over, i.e., from the date and time indicated in the rental agreement or – if not specified in the rental agreement – from the date and time indicated in the Vehicle Handover/Return Report. A delay of up to one hour in returning the Vehicle does not result in the charging of the rental fee for another day.

2. The rental fee is specified in each rental agreement. Unless otherwise provided in the rental agreement, the rental fee and other charges are payable in advance. The rental fee and other charges are payable by payment card or bank transfer. The charge for exceeding the mileage limit is calculated after the Vehicle is returned.

3. If the Parties have concluded a replacement vehicle rental agreement for the period of claim settlement in the LESSEE's vehicle, the rental fee may be paid by concluding an assignment agreement of the LESSEE's claim against the insurer of the party at fault for the damage to the LESSEE's vehicle.

4. If the rental fee is payable under a separate agreement from the rental agreement by an insurance company or an assistance operator, and the LESSEE does not return the Vehicle despite the expiration of the rental period, the obligation to pay the rental fee for each additional day beyond the rental period agreed upon by the insurance company or assistance operator with the LESSOR passes to the LESSEE. The LESSOR will immediately notify the LESSEE of the lack of authorisation for the further rental period by the insurance company or assistance operator, calling the LESSEE to return the Vehicle within the previously agreed period. Extending the rental period beyond the period agreed upon by the insurance company or assistance operator with the LESSOR is only possible with the consent of the LESSOR and provided that the LESSEE informs the LESSOR of the need to extend the rental period before the Vehicle return deadline and pays the rental fee in advance for each additional day of rental. In such a case, item 3 above does not apply, and the rental agreement is extended only for the prepaid period by the LESSEE. In the absence of payment, the rental agreement is terminated upon the expiration of the last paid day of rental.

5. If the rental agreement stipulates that the rental fee or other charges are payable in arrears, the LESSOR will issue an invoice within 14 days of the end of the rental period or settlement

period.

6. The date of payment is the date the LESSOR's bank account is credited.

7. If the LESSEE is late in paying the rental fee for at least one payment period, the LESSOR, after an unsuccessful request for payment (in document form), may terminate the rental agreement without notice, reserving the right to charge the LESSEE late payment interest for each day of delay. The right to terminate the rental also applies to fixed-term rental agreements. A prior request to the LESSEE is not necessary for termination. The LESSOR may also terminate the rental agreement with immediate effect if the LESSEE is late in paying any other amounts due to the LESSOR from the LESSEE, after prior request to the LESSEE for payment and granting a period of not less than 3 days to make the payment.

8. In the event of delayed payment of the rental fee or other charges arising from the agreement, if the LESSEE is not a consumer, the LESSOR, after an unsuccessful request for payment in document form, is entitled to disable the Vehicle's starter. After the LESSEE settles the overdue amounts and the fee for unblocking the starter as specified in the Table of Fees and Penalties and notifies the LESSOR of this, INTER FLEET will reactivate the starter within 24 hours of the overdue payment being credited. The LESSOR retains the right to the rental fee for the period the Vehicle is immobilised. In a state of higher necessity, the LESSEE may contact the INTER FLEET Technical Department to unblock the starter.

9. If the rental agreement provides for the LESSOR to take a deposit or if the rental agreement is conditional upon the LESSOR taking a deposit from the LESSEE, the LESSEE pays the deposit by card or bank transfer in the amount specified in the rental agreement, as security for the LESSOR's claims against the LESSEE. The deposit is refundable within 14 days of the return of the Vehicle. However, the deposit will be reduced by the amounts, costs, fees, penalties due to the LESSOR by the LESSEE under the terms of the rental agreement and the GTC or under the provisions of the law, to which the LESSEE consents.

§8. Complaints and LESSOR's Responsibility

1. The LESSEE may submit a complaint regarding the services provided by the LESSOR:

a. in writing – in person at the INTER FLEET office or its branch office or by post to the INTER FLEET office address;

b. electronically – to the e-mail address: reklamacje@interfleet.pl,

c. verbally – at the INTER FLEET office or its branch office – a protocol of the oral complaint will be prepared by the INTER FLEET representative, which will be signed by the LESSEE and the INTER FLEET representative.

The complaint should contain: LESSEE's details along with the correspondence address, rental agreement number and date, indication of the complaints regarding the services provided by INTER FLEET, LESSEE's demand, LESSEE's signature.

2. The LESSOR will respond to the complaint in writing or electronically to the e-mail address, within no more than 14 days if the LESSEE is a consumer or subject to consumer complaint

regulations, and in other cases within no more than 30 days from the date of receipt of the complaint.

3. The LESSOR is responsible towards the Lessee for the performance of the Rental Agreement, including for the defects of the Vehicle, in accordance with the provisions of the Civil Code, the Consumer Rights Act, the provisions of the rental agreement, and the GTC, subject to the provisions of item 4.

4. If the LESSEE is not a consumer, the LESSOR's liability for damages is limited to actual damage and does not include lost profits, and the LESSOR is only liable for damage suffered by the LESSEE or third parties in connection with the use of the Vehicle when the damage was caused solely due to the LESSOR's fault. INTER FLEET is not responsible for theft, destruction, or loss of the utility value of any items transported or left in the Vehicle, including the cargo carried by the Vehicle, hence the LESSOR recommends that the LESSEE insures the transported cargo at their own expense and cost.

§9. Personal data

1. The administrator of the LESSEE's and Users' personal data is INTER FLEET. The Administrator's contact details are available on the website www.interfleet.pl.

2. The Administrator processes the following personal data of the LESSEES and Users:

a. name and surname, company name, address, PESEL number, NIP number, ID series/number, passport number, driving licence number, phone number – processing is necessary for the performance of the agreement to which the LESSEE is a party and for taking actions before concluding the agreement (Article 6(1)(b) of the GDPR) and is carried out to provide services electronically and provide vehicle rental services; providing these data is voluntary but necessary for concluding and performing rental agreements; the data will be processed for the period necessary for the fulfilment of the LESSOR's obligations under the rental agreements concluded with the LESSEE, and after this period - until the expiration of the claims arising from these agreements,

b. name and surname, phone number, e-mail address, address, history of visits on the website www.interfleet.pl, transaction history – based on the LESSEE's or User's consent (Article 6(1)(a) of the GDPR) for marketing purposes, consisting of sending to the LESSEE's or User's e-mail address and phone number advertisements and information about INTER FLEET's offers and promotions, direct phone contact for presenting offers, advertisements and promotions, and profiling data to present individualised offers, advertisements, and promotions; providing these data is voluntary and is not necessary for concluding and performing the rental agreement; the data will be processed for this purpose until the consent is withdrawn,

c. LESSEE's PESEL number, and in the case of LESSEES conducting business activity, the NIP number – based on the LESSEE's consent (Article 6(1)(a) of the GDPR) for verifying the LESSEE's payment credibility via the National Debt Register maintained by the Economic Information Bureau S.A.; providing the data is voluntary but necessary for concluding and performing the rental

agreement with the LESSOR, and the data will be processed for this purpose until the consent is withdrawn.

3. The LESSOR may process the LESSEE's or User's personal data to pursue its legitimate interests (Article 6(1)(f) of the GDPR) consisting of:

a. recovering payment for amounts due under the rental agreement (particularly concerning the name, surname, LESSEE's address, payment data, and payment amounts due under the rental agreement), and in such a case, processing will be carried out until the expiration of claims under the agreement or their earlier satisfaction;

b. securing the property entrusted by the LESSOR to the LESSEE or User, in particular, for locating the rented Vehicle in the event of its loss, misappropriation, or theft, and verifying the proper performance of the rental agreement by the LESSEE – including verifying compliance with the prohibition of leaving the territory of Poland without INTER FLEET's consent – (in particular, identification data, location data of the rented vehicle, driving route), and in such a case, processing will be carried out for 3 years from the return of the rented vehicle by the LESSEE; and providing these data is necessary for concluding and performing the rental agreement;

c. defending against claims.

4. The LESSEE and User have the right to access the data and correct, delete, or limit the processing, as well as the right to object to the processing, request the cessation of processing, and the right to data portability.

5. The LESSEE and User have the right to file a complaint with the supervisory authority, i.e., the President of the Office for Personal Data Protection.

6. If the processing of the LESSEE's or User's data is based on consent, the LESSEE and the User may withdraw their consent at any time, which will not affect the lawfulness of processing based on consent before its withdrawal.

7. The LESSEE's and User's data may be shared with the LESSOR's subcontractors for marketing activities, the Economic Information Bureau S.A., Vehicle insurers, and entities involved in providing the vehicle rental service, in particular, those providing assistance services, mechanical and body repair services, and assistance operators and insurers, referred to in §7 item 3 and 4.

8. The LESSEE's and User's data may be shared with entities and authorities authorised to impose and enforce road usage charges in accordance with the Act of 21 March 1985 on Public Roads (Journal of Laws No. 14, item 60) and fines imposed based on the Act of 20 May 1971 – Code of Offences (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 criminal mandate for selected types of offences (Journal of Laws No. 208, item 2023).

§10. Final provisions

1. In the event of a conflict between the provisions of the General Terms and Conditions for Vehicle Rental and the rental agreement, the provisions of the rental agreement shall prevail.

2. All prices listed in the General Terms and Conditions for Vehicle Rental include 23% VAT.

3. Any disputes with LESSEES who are not consumers arising in connection with the performance of the rental agreement shall be submitted to the competent common court of law in the place of INTER FLEET's registered office.

4. According to Article 38(12) of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827, as amended), the LESSEE is not entitled to withdraw from the rental agreement under Article 27 of the aforementioned Act.

1) I declare that before concluding the rental agreement, I was provided with a template of the rental agreement and the General Terms and Conditions for Vehicle Rental in electronic form, and I have read them. I consent to the electronic delivery of the rental agreement concluded by me to the e-mail address specified by me in the rental agreement.

2) I consent to the delivery of invoices, corrective invoices, duplicates of invoices, and corrective notes by the LESSOR in electronic form to the e-mail address specified by me in the rental agreement.

In the event of a change in the e-mail address, I undertake to notify the new address to the e-mail address: biuro@interfleet.pl

Inter Fleet Sp. z o.o.


Robert Mucha
Prezes Zarządu

Valid from 28.08.2024

Table of Fees and Penalties	
A. Rental Service – Fee for Returning the Vehicle with Less Fuel than at the Time of Handover	value of the missing fuel + PLN 100,00
B. Rental Service – Administrative Fee for Indicating the User or Handling the Process of Covering Costs and Penalties	PLN 200,00
C. Rental Service - Penalty for Late Return of the Vehicle	rental fee according to the daily rental rate + penalty of PLN 100,00 (in case of delay) / each commenced day
D. Rental Service – Preparation Fee	PLN 50,00
E. Rental Service – Fee for Returning the Vehicle Dirty on the Outside or Requiring Cleaning Inside	PLN 120,00
F. Rental Service Penalty – Returning the Vehicle with Non-Permanent (i.e., removable under standard cleaning procedures used in professional car washes) stains on the seats, upholstery, in the boot	return (re-invoice) of upholstery cleaning costs + penalty of PLN 100,00
G. Rental Service Penalty – Returning the Vehicle without the registration certificate, insurance policy, plates, or with damaged documents/items, if provided to the User	official cost of issuing new documents/items, increased by PLN 100,00 (charged for each document/item)
H. Rental Service Penalty – Returning the Vehicle without technical documents (maintenance book/schedule, Vehicle manual) or with damaged documents	cost of issuing/purchasing new documents increased by 100 PLN (for each document)
I. Rental Service Penalty – for Missing or Damaged Key/Controller to the Vehicle	cost of issuing/repairing + PLN 1 000,00 penalty
J. Rental Service – missing hubcap fee	according to the prices of Authorised Service Centres (ASO)
K. Rental Service Penalty – for causing the loss of warranty on the Vehicle subject to the LESSEE's or User's responsibility	penalty: - segment A, B, C, C+, C SUV, D, D+, M, R-7seater. - PLN 5000,00 - segment D SUV, DP/DP+, DP SUV, E, E SUV, P/P+, R-9seater. – PLN 8000,00
L. Rental Service Penalty – for missing or requiring replacement/repair of equipment items not listed in the Price List	according to the prices of Authorised Service Centres (ASO) + PLN 100,00 penalty
Ł. Rental Service Penalty – Smoking in the Vehicle; transporting animals without INTER FLEET's consent	PLN 1 000,00 penalty (for each occurrence)
M. Rental Service Penalty – for towing another vehicle with the Vehicle	PLN 500,00 penalty (for each occurrence)
N. Rental Service – administrative fee for unblocking the starter in the vehicle	PLN 500,00 (for each occurrence)
O. Rental Service – fee for handover/collection of the Vehicle outside INTER FLEET's Working Hours	PLN 100,00
P. Rental Service – fee for handover/collection of the Vehicle outside the town where INTER FLEET has a Branch	PLN 50,00 + PLN 2,00 for each kilometre calculated from the border of the nearest town where INTER FLEET has a branch to the handover/collection location
Q. Rental Service – fee for returning the Vehicle at a branch other than the one where it was handed over, or at a location other than specified in the Rental Agreement	PLN 500,00
R. Rental Service – fee for taking the Vehicle abroad without obtaining INTER FLEET's authorisation	PLN 3000,00 (for each trip abroad)
S. Rental Service Penalty – failure to provide current Vehicle mileage within the time indicated by INTER FLEET	PLN 500,00 penalty
T. Rental Service Penalty – failure to make the Vehicle available for tyre change or for inspection at a mileage higher than specified in the Vehicle's Service Book or onboard computer, or failure to make it available at all	PLN 500,00 penalty
U. Rental Service – fee for issuing consent to take the vehicle abroad	PLN 300,00
V. Rental Service – lost parking ticket fee	PLN 200,00
W. Rental Service – administrative fee for windshield replacement	PLN 150,00
X. Rental Service – payment reminder fee	PLN 70,00
Y. Rental Service – collection service fee – incurred costs + fee	PLN 500,00

LESSEE

Table Concerning the Amount of the Excess and Its Waiver							
Vehicle Class/Segment	Example Vehicle Make and Model	Excess in case of Partial Damage to the Vehicle	Excess in case of Vehicle Theft	Excess waiver for 1 day	Excess waiver for 2-7 days (rate per day)	Excess waiver for over 7 days	Deposit amount in the event of purchasing and paying for the excess waiver service by the Lessee.
A	Mitsubishi Space Star	PLN 1 500,00	PLN 3 000,00	PLN 60,00	PLN 37,00	PLN 210,00	The deposit amount in the event of purchasing and paying for the excess waiver service by the Lessee is 50%
B/B+	Toyota Yaris Hybrid	PLN 1 500,00	PLN 3 000,00	PLN 60,00	PLN 37,00	PLN 210,00	
A SUV	Toyota Aygo Cross	PLN 1 500,00	PLN 3 000,00	PLN 60,00	PLN 37,00	PLN 210,00	
B SUV	Toyota Yaris Cross	PLN 2 000,00	PLN 4 000,00	PLN 85,00	PLN 50,00	PLN 315,00	
C/C+	Hyundai I30	PLN 2 000,00	PLN 4 000,00	PLN 85,00	PLN 50,00	PLN 315,00	
C SUV	Toyota CHR	PLN 2 000,00	PLN 4 000,00	PLN 95,00	PLN 60,00	PLN 370,00	
D SUV/D SUV+	Kia Sportage	PLN 2 500,00	PLN 5 000,00	PLN 110,00	PLN 74,00	PLN 460,00	
DP+	BMW 318i	PLN 3 000,00	PLN 6 000,00	PLN 110,00	PLN 74,00	PLN 460,00	
DP SUV	BMW X3	PLN 3 500,00	PLN 7 000,00	PLN 185,00	PLN 105,00	PLN 615,00	
E	BMW 518	PLN 4 000,00	PLN 8 000,00	PLN 369,00	PLN 123,00	PLN 1 230,00	
E SUV	BMW X5	PLN 5 000,00	PLN 10 000,00	PLN 369,00	PLN 123,00	PLN 1 230,00	
F	BMW 730	PLN 6 000,00	PLN 12 000,00	PLN 369,00	PLN 123,00	PLN 1 230,00	
M	Toyota ProaceCity	PLN 2 000,00	PLN 4 000,00	PLN 95,00	PLN 60,00	PLN 370,00	
P+/P	Citroen Jumper	PLN 2 500,00	PLN 5 000,00	PLN 110,00	PLN 74,00	PLN 460,00	
R-7os	Peugeot 5008	PLN 2 500,00	PLN 5 000,00	PLN 110,00	PLN 74,00	PLN 460,00	
R-9os	Renault Trafic	PLN 3 000,00	PLN 6 000,00	PLN 110,00	PLN 74,00	PLN 460,00	