

TERMS AND CONDITIONS OF VEHICLE HIRE FROM  
KAIZEN RENT FOR FRAMEWORK CLIENTS AND MIN  
CLIENTS INTRODUCED ON 29.04.2024

### § 1 GENERAL PROVISIONS

1. These terms and conditions (hereinafter referred to as "T&Cs") have been issued by Kaizen Rent S.A. with its registered office in Lubin, 8 Bema Street, 59-300 Lubin, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under number 0000954956, Tax Identification Number [NIP] 6922509293 and share capital of PLN 1,585,000.00 paid in full, hereinafter referred to as the **Lessor**.
2. These T&Cs specify, in particular, the conditions of vehicle rental concluded by the Lessor with the Lessee:
  - within the framework agreement between the parties, unless a separate agreement concluded with the Lessee (framework client) provides otherwise. If there is a conflict between the T&Cs and the framework agreement, the parties are bound by the terms of the framework agreement; or;
  - concluding a rental contract for a period of at least one month (MIN client); for the purpose of inclusion in this group of clients, any annexes extending the original rental term are not taken into account; thus, if the original rental agreement was concluded for a period of less than one month, the Lessee will not be considered a MIN client despite the subsequent extension of the rental term.
3. The detailed scope of services provided by the Lessor depends on the service package selected by the Lessee and available within the vehicle rental offer.
4. Insofar as the T&Cs refer to:
  - a. **Lessee** – it shall mean the framework client or MIN client as defined in § 1, section 2, placing an order for a vehicle (concluding a particular vehicle rental agreement);
  - b. **User** – it shall be understood as a natural person indicated by the Lessee in the order as the person authorized to receive and drive the vehicle. By indicating himself in the order the Lessee automatically becomes a User;
  - c. **documentary form** – shall be understood as the documentary form within the meaning of the Civil Code (Articles 77<sup>2</sup>-77<sup>3</sup> of the Civil Code), including in particular text messages, e-mails or recorded telephone conversations;

- d. **Schedule of Fees** – it shall be understood as a list of penalties and fees constituting an integral part of these T&Cs;
- e. **business day** – a day other than Saturday, Sunday and other than a public holiday;
- f. **cost estimate** – calculation of repair costs based on manufacturer's standards, including in particular the cost of parts subject to repair or replacement and the cost of working hours needed to complete the repair at an hourly rate of PLN 160 net Lessee VAT, except that for vehicles classified in the Premium segment according to Eurotax the hourly rate is PLN 350 net Lessee VAT;
- g. **deposit** – amount determined individually at the stage of offering, which is payable in the form of a transfer executed prior to release of the vehicle to which the order pertains, constituting security for the Lessor's claims;
- h. **Framework Agreement** – an agreement between the Lessor and a framework client constituting the basis for cooperation between the parties with respect to vehicle rental. References in the T&Cs to the Framework Agreement do not apply to MIN clients.

### § 2 LESSOR

1. The vehicle being the object of rental may be driven only by the Lessee or a User designated by the Lessee, who has presented the Lessor with a valid ID card or a passport and a driving license (these documents must be in physical form). Electronic form is only acceptable in case of Polish identity documents if they can be verified using tools provided by public administration bodies (i.e. at the time of the implementation of these Terms and Conditions – by means of the mVerify application that allows the confirmation of the data of the person using the mCitizen application) and if it is technically possible to verify a document in a particular case. The Lessee shall be liable as for their own acts or omissions for the acts or omissions of other drivers using (driving) a vehicle being the object of rental.
2. The Lessee or User driving the car must be at least 18 years of age, and for Class D Premium, E and SUV Premium vehicles the Lessee or User driving the car must be at least 25 years of age.
3. During the use of the rental car the Lessee and the User are obliged:
  - a. to secure the vehicle and equipment against theft with particular care (lock the vehicle every time, carefully secure the following documents outside the vehicle: registration card and third party liability policy, if issued and keys);

- b. to perform at own expense daily maintenance (check and replenish engine oil, coolant, brake fluid, windscreen washer fluid, Adblue fluid, check the condition and pressure in the tires, the proper operation of lights);
- c. to use in cars the type of fuel in accordance with the specifications of the engine, given in the registration certificate and car documents;
- d. to maintain the car in a duly clean condition, as well as use the car in accordance with the principles of correct operation;
- e. to respect traffic regulations;
- f. **not to transport animals in the rented vehicle.**
- 4. If the Lessor revokes the User's authorization, he/she is obliged to immediately inform the Lessee about this change. The cancellation is effective towards the Lessee from the moment of informing the Lessee about this circumstance.

### § 3 ORDERING SERVICES

- 1. The order for the vehicle shall be in documentary form; however, the Lessor may provide the Lessee with the possibility of ordering the vehicle via access to the website provided by the Lessor.
- 2. The order takes into account the rental fee rates for each class of vehicles and additional services determined on the day of placement of the order.
- 3. In case of prolonging the rental, the Lessee is obliged to inform the Lessor of the vehicle's current odometer status in documentary form; however, in the event the website is available, such information may be provided via this service.  
**Prolongation of the rental requires the acceptance of the Lessor.**
- 4. Renewal of the rental takes place on the terms and conditions current at the time of the renewal. Information about these conditions is sent to the email address indicated by the Lessee in the form of an annex no later than 7 days before the end of the current rental period. In the case of acceptance of these conditions, the Lessee shall send the Lessor confirmation via email no later than 3 days before the expiration of the current rental period. On the basis of this decision, the Lessor shall extend the rental under the T&Cs in effect at that time. Changes concerning the parameters of the rental made by the Lessee may result in the obligation to conclude a lease extension at the Lessor's branch office, and in such a situation the above mode of lease extension (by email) shall not apply; the terms of such an extension shall be determined individually between the Lessor and the Lessee, whereby the determination of the new terms shall be made in

documentary or written form. If the Lessee does not accept the rental extension conditions, they are obligated to return the vehicle at the end of the current rental period.

### § 4 PERFORMANCE OF SERVICES

- 1. The condition of accession by the Lessee to the Vehicle Rental Service is the fulfilment of the following prerequisites:
  - a. positive verification of the data provided by the Lessee;
  - b. the Lessee accepts the T&Cs, whose provisions are available on the website [www.kaizenrent.pl](http://www.kaizenrent.pl);
  - c. the Lessee makes all necessary payments for rental solely via bank transfer;
  - d. the transfer is duly credited to the Lessor's bank account.
- 2. The Lessor reserves the right to refuse to proceed with the vehicle rental service in particular in case when the Lessee has outstanding obligations against the Lessor.
- 3. The Lessee is obliged to collect the rental vehicle in the place specified in the order. Collection of the vehicle in another location may take place upon agreement with the Lessor on the time and place of collection and the fee due to the Lessor in connection with such collection.
- 4. The Lessee receives a clean, technically adequate vehicle with complete equipment, including in particular the keys, the registration card or a copy thereof and confirmation of civil liability insurance, if it is necessary according to the delivery protocol, and is obliged to return the vehicle in the same condition and completeness. The Lessee is obliged to collect the vehicle personally, or it may be collected by the User. When collecting the vehicle the Lessee or the User authorized thereby to collect the vehicle is obliged to present a valid ID card or passport and a driving license. The Lessee undertakes to return the car with the same amount of fuel as he received at the moment the car was released.
- 5. Substitution of another/replacement vehicle shall not be justified by an insubstantial defect, i.e. one that does not affect the driving properties of the vehicle or the safety of road users. The following are considered insignificant defects, e.g. inoperable radio, non-functioning cigarette lighter, non-opening rear windows.
- 6. The Lessor shall be entitled to charge the Lessee with the costs of delivery of the vehicle if:
  - a. it turns out that the reported defect, which is the basis of the request, was insignificant;

- b. the vehicle is operational and the notification made by the Lessee is connected with his/her lack of knowledge of the manual and the principles of vehicle operation;
  - c. inability to use the rented vehicle is a consequence of action or omission of the Lessee, in particular: refueling with inappropriate type of fuel, failure to comply with the obligation to refill operating fluids, particularly engine oil, brake fluid or Adblue.
7. The Lessor informs that rented vehicles may be equipped with GPS tracking equipment, and the Lessee is aware of this fact.
  8. In the event that it is not possible to provide the Lessee with a vehicle consistent with the order placed by them, the Lessor retains the right to provide another vehicle in the same class or a higher class, with the proviso that for settlement of the rental cost the rate that will be applied is that according to which the Lessee made the order, which does not constitute a failure to perform or improper performance of the contract by the Lessor.
  9. The Lessee bears the costs of fuel, operating fluids (including engine oil, windscreen washer fluid, brake fluid, Adblue and its equivalents, etc.) and repairs or replacement of tires, as well as the costs of parking, driving on toll road sections, fines and administrative penalties and other liabilities incurred during the rental period, directly related to use of the vehicle. The Lessee acknowledges that his/her personal data may be made available to authorized institutions, especially in case of receiving a summons from law enforcement agencies or in connection with a request to settle charges or administrative fines incurred during the rental of the vehicle. In case of necessity of payment by the Lessor of a fee related with the use of the vehicle (e.g., against a traffic offence, fee related with toll road sections) by the Lessee/User/driver, the Lessor reinvoices to the Lessee the equivalent of the relevant fee plus by the fee stipulated in the Schedule of Fees.
  10. Using the rental vehicle outside the borders of Poland is allowed only with the prior consent of the Lessor expressed in writing or in a documentary form (e-mail) and only within the territory of the European Union or the Schengen Area countries. The Lessee covers all costs related with using the vehicle outside the territory of Poland in full, in particular costs related to breakdown, damage, theft and return of the vehicle. In case of going abroad without the consent of the Lessor, the Lessee is also obligated to pay a contractual penalty in the amount specified in the Schedule of Fees. For the granting by the Lessor of permission to travel outside Poland by rental vehicle, the Lessee shall pay a fee specified in the Schedule of Fees.
11. When using the rental vehicle outside the borders of Poland, if the regulations of the countries in which the User travels require additional equipment or modification of the vehicle, the costs associated with it are charged directly and in full to the Lessee, which the Lessee agrees to when applying for permission to use the vehicle outside Poland.
  12. Notwithstanding other provisions of the T&Cs, it is strictly prohibited to travel in the rental vehicle to Russia, Ukraine, Moldova, Belarus and countries where military conflicts are taking place.
  13. **Smoking and the use of electronic nicotine inhalers (so-called e-cigarettes) in the rental vehicle**, towing other vehicles, making modifications, tuning, participating in car races and using racetracks, as well as using the vehicle for paid transportation of people or goods is forbidden.
  14. It is forbidden to provide the rental vehicle to third parties for any purpose, whether for-fee or not, in particular to sublet it or to use it, as well as to provide free transportation out of so-called "courtesy".
  15. A protocol of the release and return of the vehicle is prepared by an authorized representative of the Lessor and signed by the representative of the Lessee/User. In the case of refusal of the Lessee/User to sign the return protocol, the Lessor's representative unilaterally prepares and signs the protocol with a note on it stating the refusal of the Lessee/User to sign the protocol. In cases where the Lessee/User fails to return the vehicle to an authorized representative of the Lessor and leaves the vehicle at a time and/or location agreed or not agreed with the Lessor, the Lessor reserves the right to unilaterally draw up a protocol (i.e. the inspection of the vehicle will take place without the participation of the Lessee/User) and the protocol will be sent to the Lessee by e-mail.
  16. The Lessor reserves the right to substitute the vehicle used by the Lessee for another vehicle of the same class, without giving reasons. The Lessee, at the request of the Lessor, is obliged to allow the Lessor to substitute the vehicle for another one without delay. This substitution shall not affect the terms of the ongoing vehicle rental agreement.

## **§ 5 RENTAL CHARGE AND FEES**

1. Vehicle rental charges are settled on a daily or monthly basis depending on the order placed.
2. The charges due for the rental of a vehicle are calculated for one full day, while a grace period of up to 60 minutes is allowed for delay in returning the vehicle. In case of delay in collecting the vehicle by the Lessee over 60 minutes, due to reasons for which the Lessor is not responsible, the Lessee will pay a fee specified in the Schedule of Fees.
3. Charges for the rental or extension of the rental and for additional services are collected in advance before the commencement of the service or, in the case of an extension through the online platform, no later than 24 hours before the date from which the extension is to take effect according to the rates applicable on the date of ordering or extending the rental. The Lessee will be sent an email indicating the period for which the agreement is extended together with a VAT invoice for the rental charges and additional services for that period. For an effective prolongation of the rental agreement it is necessary to make an advance payment for the whole prolongation period as detailed in the attached invoice.
4. The Lessee shall pay a deposit to the Lessor in a form of a transfer - securing the claims of the Lessor - in the amount specified during the offer of the vehicle. The deposit shall be returned within 14 working days to the account from which it was paid, after proper return of the vehicle, provided that no damage to the vehicle has occurred. In the case of returning a damaged vehicle, the deposit remains blocked until the damage is settled, unless the Lessor settles the charge with funds from the deposit.
5. If during the rental period the Lessor settles part or all of the deposit for a given rental, the Lessee is obligated to repay the difference up to full amount of the deposit within 24 hours. In case of failure to supplement the deposit by the Lessee within the aforementioned period, the Lessor shall be entitled to terminate the vehicle rental agreement without observance of the notice period.
6. If after the return of the vehicle the Lessee is charged with fees or penalties specified in the Schedule of Fees, the Lessor will document the charge with an appropriate accounting document. In the case of settlement of these charges with funds from the deposit, the

accounting document will be amended to reflect this fact.

7. The payment date shall be the date on which the Lessor's bank account is credited with payment.
8. The order for the vehicle is concluded with a mileage limit that the Lessee shall observe or without a mileage limit. If the order is concluded taking into account the mileage limit and the Lessee exceeds the limit in question, he is obliged to pay the Lessor a fee for the excess mileage in the amount indicated in the contract. The mileage limit is settled at the end of the rental.
9. The fee for the COMFORT/ABROAD packages set out in the T&Cs is charged in advance for the entire rental period. The Lessee has the right to cancel the above-mentioned packages. The cancellation must be made in documentary form; if the Lessee has access to the website, the cancellation may be effected via this service.
10. In the case of a month-to-month rental, the rental charge shall be paid monthly, in advance, in equal installments for subsequent full rental periods, based on a VAT invoice issued by the Lessor in accordance with the payment deadline contained therein. The VAT invoice for each consecutive month of rental extension will be issued with the payment deadline falling 1 day before the beginning of a new settlement period. In case of a month-to-month rental, the Lessee may make a payment for the whole rental period in advance. In such a case, the Lessee will receive an advance invoice indicating the period for which the payment was made, the final invoice for each consecutive settlement month will be issued according to the rules specified above.
11. In the event of a delay on the part of the Lessee in the payment of any amount due, the Lessor, in addition to the rights provided for in the T&Cs, shall be entitled to refrain from providing any services to the Lessee.

## **§ 6 CANCELLATION OF AN ORDER**

1. The Lessee may at any time, before the commencement of the Service, cancel the order without cause.
2. The Lessee is obliged to inform the Lessor of the intention to cancel the order via the website or by phone on Lessee +48 76 727 99 99 or by sending a message to the e-mail address [mtr@kaizenrent.pl](mailto:mtr@kaizenrent.pl), indicating the Service order number in the message.
3. The Lessor shall immediately send to the Lessee at the e-mail address provided by the Lessee

a confirmation of receipt of the statement of cancellation.

4. In the case of cancellation of the order, when the Service has been paid for, the Lessor shall return to the Lessee immediately, no later than within 14 working days from the date of receipt of the Lessee's statement of cancellation of the order, all payments made by him. The Lessor shall return the payments using the same payment methods that were used by the Lessee in the original transaction.

## **§ 7 RETURN OF RENTAL VEHICLE**

1. The Lessee is obligated to return the rental vehicle in the branch office in which the Lessor conducts business activity, from which he collected the vehicle, unless otherwise agreed in the order. Return of the vehicle in another place may take place after agreeing with the Lessor the time and place of return and payment by the Lessee of the fee due to the Lessor in connection with such return, according to the Schedule of Fees.
2. The Lessor's branches and rental outlets are open on weekdays Monday through Friday from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 2:00 p.m.
3. Return of the vehicle after rental is possible only during working hours of the Lessor's branch office where the return is to be made. Return of the vehicle outside working hours is possible under the condition of consent of the Lessor and determination of the conditions of return. If the return outside the working hours of the branch takes place without the participation of the Lessor's representative, i.e., by leaving the vehicle, keys and documents by the Lessee in a designated place, the Lessee is obligated to sign a return protocol in the branch in which he returned it within 24 hours from the end of rental. Otherwise, the Lessor is entitled to inspect the vehicle without the presence of the Lessee and unilaterally draw up a return protocol.
4. The Lessee reserves the right to inspect the vehicle without the presence of the Lessee and to unilaterally prepare a return protocol also in the event that the Lessee leaves the vehicle together with the keys and documents at a time and/or place not agreed upon with the Lessor.
5. The Lessee rents the vehicle for the period of time specified in the order.
6. In the event of failure to return the vehicle at the end of the rental agreement, the Lessee is obliged to reimburse the Lessor the costs he has incurred to recover the vehicle.

7. **[fee for failure to return the vehicle despite completion of the rental agreement]** The Lessee is obligated to pay the Lessor a fee in the amount of the base daily rate increased by 50% for each commenced day in the event of not returning the vehicle after completion of the rental agreement. The base daily rate (i.e. the rate before discounts) results from the rental agreement, in which, apart from the agreed daily rate for the rental, the base daily rate (the rate before discounts) is also given. If the base daily rate is not stated in the agreement, it corresponds to the agreed daily rental rate and, for monthly rentals, the base daily rate is calculated using the following formula:

**Base daily rate** = monthly rental fee for one full month / 30

8. Failure to return the vehicle within 2 hours from the end of rental is treated as misappropriation, which is an offense regulated by Article 284 of the Polish Criminal Code and shall be reported to law enforcement authorities. In case of a monthly rental, failure to return the vehicle is counted from the moment of closure of the branch office.
9. The Lessee acknowledges that the rental car may be equipped with a device enabling immobilization of the vehicle and that the Lessor has the right to use this functionality in case of failure to return the vehicle within 2 hours from the end of rental or delay in payment of the amount due to the Lessor by the Lessee.
10. In case of termination of a particular rental agreement, the Lessee is obliged to immediately indicate the location of the vehicle and to return it to the place previously agreed upon by the parties, not later than within 12 hours.

## **§ 8 WEAR AND TEAR AND MAINTENANCE**

1. The Lessee is **obligated to inspect the mileage of the vehicle in order to verify the necessity of performing routine service in accordance with the manufacturer's recommendations and the validity of periodic technical inspections.**
2. The Lessee is obligated to provide the Lessor - in documentary form - with information about the current mileage of the rental vehicle on the last business day of each month, as well as at any time upon the request of the Lessor. In case the Lessee has access to the website, the transfer of this information may be effected via this service. The Renter is obliged, at his/her own expense, to deliver the vehicle for the service in question after

agreeing with the Lessor on the place and date of the service.

**3. The Lessee has no right to use the vehicle after exceeding the kilometre limit for the routine maintenance or after the expiry of the overhaul deadline.**

4. The Lessee shall notify the Lessor of the need to have the car serviced: (i) as recorded in the delivery report or (ii) if a relevant message appears on the dashboard or multimedia screen of the car.
5. The Lessee, notifying the Lessor of the need to have the car serviced, should take into account the fact that such servicing is carried out by authorized service stations of a given car make, which carry out these services by appointment in their normal course of business (as a rule, this is a time of approximately 7 business days from notification, depending on the service station in question). Thus, the Lessee should plan in advance when to notify the Lessor of the need to take the car for a service, bearing in mind in particular their individual needs, so that in the period between the notification of the need for a service and the time when the service is carried out, they will not use the vehicle after exceeding the kilometre limit.
6. In the event of a breach of any of the above provisions (i.e. the prohibition of using the vehicle with the mileage exceeding the mileage provided for the car service or after the time provided for the car service or in the event of a breach of the obligation to notify the Lessor of the need to perform the service), the Lessor shall have the right:
  - to use the immobilisation device (if fitted) and to have the vehicle towed to an ASO, and/or;
  - to carry out a diagnostic check and a full car service at the Lessee's expense (such costs will be invoiced to the Lessee), and/or;
  - to charge the Lessee with the contractual penalty provided for in the Schedule of Fees and, if applicable, the costs of remedy.
7. In the aforementioned cases, the Lessor shall also retain the right to exercise the other rights provided for in these Terms and Conditions, for example the right to terminate the rental agreement without notice.
8. In case of a vehicle failure, a necessity to perform service activities, retention of the vehicle registration document by the Police, including virtual retention of the vehicle registration document, a road collision or new vehicle

damage observed, the Lessee or the User of the vehicle, regardless of the package purchased, shall immediately inform the Lessor about this fact by phone: 76 727 99 91. At the indicated telephone number, the authorized employee of the Lessor shall present the Lessee with the instructions as to the further course of action in the occurring situation. The Lessee shall not be entitled to contact the repair workshops, to order service activities or to sign and collect invoices on their own.

9. The Lessee shall be liable for the damage of the vehicle (including its loss, destruction, damage, theft or appropriation) towards the Lessor unless such damage has not occurred due to their fault and a damage perpetrator who has admitted causing the given damage in a relevant statement is determined or a police record has been prepared identifying a third party as the perpetrator. The above exclusions of the Lessee's responsibility do not apply if the damage is caused by the User or another person in possession of the rented vehicle, if the vehicle was handed over to that person by the Lessee or the User. Thus, the Lessee shall be fully liable for damages to the Lessor for the acts and omissions of the User and any other person to whom the vehicle was handed over by the Lessee or the User. In particular, the Lessee shall be liable for the damage resulting from insufficient quantity of oil in the engine or in the gearbox, lack of brake fluid, Adblue or cooling liquid, improper pressure in the tyres, exceeding the permissible load capacity and on account of any other circumstances being a consequence of improper use of the car against recommendations of the manufacturer, operation manual or applicable legal provisions.
10. The Lessor shall be entitled to charge the Lessee with the costs of repairing the damage in the events specified in paragraph 4 as well as in case of ascertainment of missing parts, accessories of the vehicle or documents of the vehicle, wear of the interior or exterior of the car in the extent exceeding the scope resulting from normal use, losses occurring due to improper use as well as in case of damage of mirrors, headlights, minor damage of the car body, return of a dirty vehicle and impairment of the vehicle as a result of an accident, if its cause was attributable to the Lessee or another person entrusted with the car by the Lessee, or in case of making of alterations in the vehicle.
11. Should the costs of damage repair be included in the Schedule of Fees, damage repair shall

consist in paying by the Lessee in favour of the Lessor the amount specified therein, whereas if the estimated repair cost is lower than the amount specified in the Schedule of Fees, the Lessee shall pay the Lessor compensation corresponding to the value stated in the cost estimate. If the estimated repair cost is higher than the amount specified in the Schedule of Fees, the Lessee shall pay the Lessor compensation corresponding to the value stated in the Schedule of Fees.

12. In the cases when the loss is not included in the Schedule of Fees, the Lessor shall present the Lessee with the cost estimate for remedying of the loss, the value of which the Lessee shall be obliged to pay to the Lessor on the basis of an issued invoice within 7 days from the date of its receipt.
13. In the case of occurrence of a road collision, an accident, a burglary or a theft of the vehicle, the Lessee shall be each time obliged to call the Police to the site and to make sure that a protocol from the site of the incident is prepared. Upon an individual consent expressed by the Lessor in writing or by means of a document form (an e-mail message, telephone), it shall be possible to derogate from the aforementioned rule.
14. In the case of occurrence of a road collision, an accident, a burglary or a theft of the vehicle, the Lessee shall be obliged to inform the Lessor immediately on the occurring fact by phone: + 48 76 727 99 91. Moreover, the Lessee is obliged to provide the Lessor with all required information and to deliver the documents that are necessary for the loss adjustment process as well as to perform the instructions of the Lessor in the field determined above in an accurate manner.
15. The Lessee is obliged, in particular, to submit to the Lessor a damage report form at the latest at the time of returning the vehicle. In the case of failure to provide the completed form within this period, the Lessor will charge the Lessee according to the Schedule of Fees.
16. The Lessee is not entitled to order repairs, corrections, modifications, overhauls or other repair and maintenance activities on the rental vehicle, nor to make any changes (especially disassembling its components or installed devices) or improvements without the prior consent of the Lessor expressed in writing or documentary form (e-mail), under pain of being null and void.
17. The Lessee is obliged to report each and every incident by e-mail or telephone no later than 24 hours after the occurrence thereof or after noticing any damage to the vehicle, loss of documents or any malfunction of the vehicle.
18. The Lessee is also responsible for accidental loss or damage to the car if they use it in a manner contrary to the agreement (e.g.: failure to secure the car by locking it and switching on all anti-theft devices; leaving the keys and/or documents in the car; crossing the border of Poland without the Lessor consent) or with the properties or intended use of the car, or if he gives the car to a third party for free use or for sub-rental without the Lessor's consent, and the car would not have been lost or damaged if the Lessee had used it in a proper manner or had kept it at his/her disposal. In the above cases, the rules of damage settlement specified in § 8 paragraph 11 shall not apply.
19. The Lessee is obliged to immediately inform the Lessor of any attempt to direct claims by third parties in relation to the vehicle or vehicles rented to them by the Lessor.
20. The Lessee bears full responsibility for the damage even if he timely reported the event to the Lessor and completed all formalities, if:
  - a. the vehicle was driven under the influence of alcohol or drugs or other psychoactive substances;
  - b. traffic regulations were grossly violated, including exceeding the speed limit by at least 50 km/h;
  - c. at the time of the incident the driver was not authorized to drive the vehicle;
  - d. the event was caused by improper use of the vehicle, including for example refueling the vehicle with the wrong type of fuel
  - e. the incident was connected with a crime or was used as an instrument of a crime,
  - f. during the event the vehicle did not have valid technical inspections or was declared not roadworthy for reasons attributable to the Lessee;
  - g. the event was caused intentionally or by gross negligence;
  - h. in case of appropriation or theft of the vehicle by the Lessee/User/another person in possession of a rented vehicle if the vehicle was given to that person by the Lessee or User;
  - i. omissions on the part of the Lessee/User in the claims adjustment process.In the above cases, the rules for settlement of damages specified in § 8 paragraph 11 shall not apply, and consequently, the rules for settlement of damages within the Comfort Package, if it was purchased, shall not apply either (because in

these cases the rules for settlement of damages based on contractual penalties, which the Comfort Package eliminates or limits, shall not apply).

### **§ 9 DUTIES OF THE LESSOR**

1. In case of immobilization of the vehicle for a period longer than 8 hours for reasons for which the Lessee is not responsible the Lessor will provide a replacement vehicle, if available.
2. There shall be no entitlement to a replacement vehicle in particular in the event of:
  - a. an event resulting from improper operation;
  - b. the following were lost: registration plate/s, key/s, registration card, confirmation of concluding a third party liability insurance agreement;
  - c. the key was locked inside the vehicle;
  - d. the Lessee commissioned repair of the vehicle to a contractor other than the one indicated by the Lessor;
  - e. immobilization of the vehicle took place due to activation by the Lessor of the blockade made on the basis of the provisions of the Terms and Conditions (i.e. in case of failure to return the vehicle within 2 hours from the end of rental or delay in payment due to the Lessor)
3. The Lessor does not provide a substitute vehicle if the immobilization of a vehicle, which is the subject of rental, occurred outside the borders of the Republic of Poland, unless the Lessee has purchased the ABROAD PACKAGE.
4. In case of the right of the Lessee to a replacement vehicle the Renter - for the period of vehicle immobilization from the 9th hour until the time of providing a replacement vehicle - the Lessee shall reimburse the Lessee proportionally for the immobilization of the vehicle. In such a case the invoice issued to the Lessee will be decreased by the proportionally determined amount for immobilization. The amount of the overpayment shall be returned to the Lessee in the same way in which the Lessee made the payment.
5. The Lessor reserves the right to decide on the use of a replacement vehicle until the original vehicle is restored to service or for the entire remaining duration of the rental.
6. Miles driven during the use of a replacement vehicle are added to the mileage limit specified in the particular rental agreement.
7. The Lessee is obligated to return the replacement vehicle at a place and time indicated by the Lessor.
8. The Lessor has the right to refuse to provide a replacement vehicle if the damage was caused

by the Lessee. In such case the Lessor has the right to terminate the agreement without notice period.

9. The Lessor covers the costs of technical inspections, periodic reviews and service repairs resulting from normal operation. The Lessee will be re-invoiced for costs of repairs of excessive wear of the vehicle (e.g., wear of brake pads, tires, clutch).
10. The Lessor is not liable for the consequences of temporary inability to use the vehicle due to the need to perform a technical inspection, periodic inspection or repair, and also when it is caused by administrative proceedings in matters related to registration (re-registration) of vehicles and declaring vehicles roadworthy. In the case of the need to re-register the vehicle the Lessee is obligated to provide the Lessor with the registration card or other document authorizing the movement of the vehicle, and then to collect a new registration card / document. Lack of possibility of using the vehicle by the Lessee for up to 8 hours does not obligate the Lessor to provide the Lessee with a replacement vehicle.

### **§ 10 INSURANCE OF THE RENTAL VEHICLE**

1. The vehicles which are the subject of rental on the terms specified in these Terms and Conditions are covered by third party liability and collision insurance on the basis of a separate agreement concluded by the Lessor with the Insurance Company.
2. The General Insurance Terms and Conditions for Vehicles are available on the website of the Insurer and at the Customer Service Office.
3. The Lessee is obliged to comply with the provisions of the general conditions of insurance. In the event of making the vehicle available to other persons, the Lessee is obliged to inform the person driving the vehicle of his/her obligation to observe these general insurance terms.
4. The insurance coverage shall not apply in the case of damage not covered by the insurer's liability and in the case of damage not reported by the Lessee to the insurer in a manner allowing the payment of compensation or not reported to the Lessor within 24 hours of the event or observance thereof by the Lessee.

### **§ 11 PERSONAL DATA OF THE LESSEE/USER**

1. The controller of the personal data of the Lessee and the User is the company trading under the business name: Kaizen Rent S.A. with its registered



- office in Lubin, 8 Bema Street, 59-300 Lubin, registered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under KRS number: 0000575185, NIP: 6922509293 and share capital of PLN 1,585,000.00 fully paid (hereinafter: Data Controller).
2. In matters related to personal data, the Lessee and the User may contact the Data Protection Inspector via e-mail: [rodo@kaizenrent.pl](mailto:rodo@kaizenrent.pl) or [rodo@kaizenrent.pl](mailto:rodo@kaizenrent.pl) and in writing to the address: Kaizen Rent S.A. 8 Bema Street, 59-300 Lubin.
  3. The personal data of the Lessee and the User are processed by the Data Controller for the following purposes:
    - in order to perform the concluded rental agreement (Article 6(1)(b) GDPR);
    - in order to take actions necessary to perform the rental agreement (Article 6(1)(b) GDPR);
    - for the purpose of documenting the service provided, based on the provisions of tax, customs, accounting law (Article 6(1)(c) GDPR);
    - for archival (evidential) purposes, being the realization of the Administrator's legitimate interest in preserving information in case of a legal need to prove facts, possible determination, investigation or defence against claims (Article 6(1)(f) GDPR);
    - to conduct internal audits, internal reporting (the basis of Article 6(1)(f) GDPR);
    - in order to exercise the rights of the Lessee and the User, update the personal data of the Lessee, the User (Article 6(1)(f) GDPR);
  4. Recipients of the Lessee's and User's personal data will be: companies providing services commissioned by the Data Controller, to whom we commission activities requiring data processing, in particular in the field of accounting services, IT, maintenance, repairs, insurance, law firms. The Lessee's and User's personal data may be made available to public authorities to the extent stipulated by law.
  5. The personal data of the Lessee and the User processed in connection with and on the basis of the rental agreement will be processed by the Data Controller for the term of the agreement, and after its conclusion - for tax purposes - for the period of 5 years, counting from the end of the calendar year in which the tax obligation arose, with the reservation that the term of storing the Lessee's and User's personal data may be each time prolonged by the period of the statute of limitations for claims, if the processing of personal data is necessary for an intentional vindication of claims or defence against the claims of the opposing party, which constitutes a legally justified interest of the Data Controller. After this period, personal data will be anonymized or deleted.
  6. The Data Controller does not intend to transfer the Lessee's and User's personal data to a so-called "third country" i.e. a country outside the European Economic Area (e.g. India) or an international organization.
  7. The Lessee and User shall have the following rights:
    - the right to access their data and to receive a copy of their data;
    - the right to rectify (amend) his/her data;
    - the right to erasure personal data, in the situation when the processing of the data is not carried out in order to fulfil the obligation resulting from the provisions of law;
    - the right to have the processing of your data restricted;
    - the right to data portability;
    - the right to object to the processing of data - in a situation where the Data Controller processes personal data on the basis of a legitimate interest (Article 6(1)(f) GDPR), described above - in this case the Data Controller will cease to process personal data for these purposes, unless the Data Controller is able to demonstrate that in relation to such data there are compelling legitimate grounds which override the interests, rights and freedoms of the Lessee and/or User, or that the data are necessary for the Administrator to possibly determine, assert or defend claims.
  8. In the event that the Lessee, the User wishes to exercise his/her rights, he/she should contact the Data Protection Officer (contact details are provided in par. 2 above).
  9. If the Lessee, the User, considers that the processing of his/her personal data by the Administrator violates the provisions of GDPR, he/she has the right to lodge a complaint to the President of the Office for Personal Data Protection (to the address of the Office for Personal Data Protection, 2 Stawki Street, 00-193 Warsaw).
  10. Providing personal data by the Lessee, the User to the Data Controller is necessary to conclude a car rental agreement. Failure by the Lessee, the User to provide his/her personal data will prevent the conclusion and implementation of the rental agreement.
  11. The personal data of the Lessee and the User will not be processed in an automated manner and will not be profiled.

12. If the data provided to the Lessor change, the Lessee and the User shall inform the Lessor immediately, no later than within 7 days of the change, in the form of an e-mail to the address: [obsluga@kaizenrent.pl](mailto:obsluga@kaizenrent.pl) or in writing on a form available at the Lessor's branch.
13. If the Lessee and the User fail to inform the Lessor of a change of correspondence address, e-mail address or telephone number within the period specified in the preceding paragraph, the Lessor shall send correspondence and contact the Lessee and the User in accordance with the previously indicated correspondence address, e-mail address or telephone number. Correspondence delivered in accordance with the provision of the previous sentence shall be deemed to have been duly delivered.
14. The Lessor shall be entitled to make telephone contact with the Lessee and the User in order to confirm the change of data. In such a case, the change of data shall not be effective towards the Lessor until such confirmation is obtained.

#### **§ 12 LIABILITY OF THE LESSOR**

1. The Lessor shall be liable towards the Lessee for the execution of the rental, including vehicle defects, in accordance with the provisions of the Civil Code, provisions of the agreement and the Terms and Conditions, subject to the following provisions of paragraphs 2 and 3.
2. The Lessor is not responsible:
  - a. for any damage resulting from improper operation of the vehicle by the Lessee and the User;
  - b. for any damage resulting from defects present in the vehicle, including unauthorized modification of the vehicle and improper use thereof;
  - c. for any damage caused by force majeure;
  - d. for any damage caused by unauthorized persons or by the User who was entrusted by the Lessee with the use of the vehicle;
  - e. for items left and transported by the Lessee and the User or third parties in the rental vehicle.
3. The total liability of the Lessor under the contract is limited to the amount of PLN 2,000.00. The Lessor is liable only for the actual damage.
4. The Lessee is obliged to immediately inform the Lessor of any attempt to direct claims by third parties in relation to the vehicle or vehicles rented to him by the Lessor.
5. The Lessee may not deduct his/her claims against the Lessor with the receivables of the Lessor towards the Lessee.

#### **§ 13 COMPLAINTS**

Complaints may be filed by the Lessee by sending an e-mail to [reklamacje@kaizenrent.pl](mailto:reklamacje@kaizenrent.pl). The Lessor shall review complaints taking into account the provisions of the Civil Code.

#### **§ 14 DURATION OF RENTAL**

1. The rental is effected for a fixed duration.
2. The rental may be extended for a further specified period of time in accordance with the rules set forth in the Term and Conditions and may be terminated prematurely in cases specified in the T&Cs or the Framework Agreement.
3. A rental may be entered into for days if the settlement period is the day for which the rental rate is charged or for months if the billing period is the month for which the rental rate is charged.
4. Rental rates may be defined on the basis of the Price List or individually with the Client, with the reservation that in case of medium and long-term rental, the Lessor shall be entitled to grant the Lessee a discount in relation to the monthly base rate. The amount of the discount depends on the term of the agreement.
5. **[fee for shortening the rental period by the Lessee]** In the case of return of the vehicle by the Lessee before the end of the rental period and acceptance thereof by the Lessor, the Lessor shall confirm the shortening of the rental period by an annex to the agreement, whereby the Lessee is obligated to pay the Lessor a fee for shortening the rental period in the amount of:
  - a. to rentals of twelve months' duration or less: - 10% of the rental charge calculated for the period from the date of return of the vehicle to the date until which the agreement would have been in force had it not been shortened (if the vehicle is returned on a date other than the last day of the monthly settlement period, the rental charge for that month will be calculated pro rata);
  - b. to rentals of eighteen months' duration: - three times the monthly rental charge;
  - c. to rentals of twenty four months' duration: - four times the monthly rental charge.
6. **[charge for early termination of the rental agreement in light of termination of the rental agreement by the Lessor for reasons attributable to the Lessee]** In the event of termination of the rental agreement by the Lessor for reasons attributable to the Lessee, the Lessee shall be obliged to pay the Lessor all dues which

the Lessee would be obliged to pay until the expiry of the period for which the agreement was concluded (if the agreement had not been terminated in the above manner).

### § 15 TERMINATION OF CONTRACT WITHOUT NOTICE

The Lessor is entitled to terminate the rental agreement (and in the case of framework customers - the Framework Agreement and/or vehicle rental agreements concluded on its basis) without notice in the event of:

1. the Lessee's arrears in payment of any amounts due to the Lessor amounting to at least fourteen days;
2. non-performance or improper performance of the terms and conditions of the rental agreement, framework agreement or these T&Cs;
3. occurrence of damage in the vehicle/vehicles rented on the basis of any of the agreements concluded on the basis of the framework agreement that, according to the provisions of § 16 par. 2 of the T&Cs, qualifies the Lessee at the level of damage entitling the Lessor to terminate the framework agreement and/or vehicle rental agreements concluded on its basis without observing the notice period;
4. making the vehicle by the Lessee - without the Lessor consent - available to a third party for free use or for subleasing;
5. failure of the Lessee to provide the Lessor with a reading of the vehicle's odometer in spite of such an obligation;
6. use of the vehicle by the Lessee in a manner inconsistent with its intended use;
7. failure to collect the vehicle by the Lessee within the specified time;
8. vehicle seizure in enforcement proceedings on account of debts of the Lessee or the person to whom the Lessee provided the vehicle;
9. failure to timely replenish the deposit in accordance with the provisions of the T&Cs;
10. the Lessee provided the Lessor with false documents or information;
11. there is a suspicion that the rental vehicle may be used for the commission of a criminal act.

### § 16 DAMAGE QUALIFICATION OF THE LESSEE

1. **DAMAGE QUALIFICATION OF THE LESSEE** is understood as the number of individual occurrences of damage caused in all in the cars rented by the Lessee - regardless of the reasons

for their occurrence in the rental period - **divided** by the **so-called fleet coefficient** determined on the basis of the number of days of rental of these cars per year, i.e. determined as follows: the total number of days of rental of all cars divided by the total number of these cars, which result is then divided by 365). *For example, the Lessee rents: Car 1 for 30 days; Car 2 for 87 days; Car 3 for 365 days. The fleet factor is: 482 rental days for all vehicles / 365 days = 1.32. In the situation of the first occurrence of damage to any car, the damage qualification of the Lessee will therefore be:  $1/1.32 = 0.76$  (i.e. 76% damage rate).*

2. If the damage qualification of the Lessee exceeds 120% - the Lessor is entitled to terminate the Framework Contract and/or the vehicle rental contracts concluded on its basis without notice.

### § 17 SERVICE PACKAGES

The Lessor offers the following packages for purchase. The Lessee shall report the inception of a package in documentary form.

#### COMFORT PACKAGE – Scope of services:

- if the rental agreement is concluded for a period shorter than 30 days: abolition of a contractual penalty for each damage of the vehicle, the repair of which is not covered from the third-party liability insurance of the perpetrator of the damage; abolition of the fee for returning the car with a damaged pane and of the fee for tyre damage; however, the abolition applies only to the first tyre damage (for each subsequent tyre damage, the Lessee shall pay contractual penalty in the amount of PLN 500);
- if the rental agreement is concluded for a period exceeding 30 days: reduction in a contractual penalty to PLN 500 if the damage is repaired but not covered from the third-party liability insurance of the perpetrator of the damage; abolition of the fee for returning the car with a damaged pane and of the fee for tyre damage; however, the abolition applies only to the first tyre damage (for each subsequent tyre damage, the Lessee shall pay contractual penalty in the amount of PLN 500);
- the Comfort Package is not valid abroad;
- the Comfort Package does not apply to damage to the interior part of the car (the passenger compartment and the boot).

## § 18 SCHEDULE OF FEES

The contractual penalty charges specified in the Schedule of Fees below will be documented by the Lessor with a debit note. The fees will be documented by a VAT invoice - the fees are inclusive of VAT.

### Schedule of Fees No. 1 for rentals settled on a daily basis

<b>Contractual penalty for any damage to the vehicle that is not covered from the third-party liability insurance of the perpetrator of the damage</b>	
a) Classes A, B, C, D, M*	PLN 4,000.00
b) Other classes	PLN 8,000.00
<b>Additional fees</b>	
Wi-Fi router	PLN 15.00 per day
Sat-nav	PLN 20.00 per day
Child seat	PLN 20.00 per day
Child booster	PLN 15.00 per day
<b>Deposits</b>	
All classes	Set individually

\*Any possible further markings after the letter designating the segment (class) of the vehicle are not relevant in determining the class (e.g., C+ designates the vehicle as Class C; D+ AUT designates the vehicle as Class D).

### Schedule of Fees No. 2 for rentals settled on a monthly basis

<b>Contractual penalty for any damage to the vehicle that is not covered from the third-party liability insurance of the perpetrator of the damage</b>	
a) Classes A, B, C, D, M*	PLN 4,000.00
b) Other classes	PLN 8,000.00
<b>Deposits</b>	
All classes	Set individually

\*Any possible further markings after the letter designating the segment (class) of the vehicle are not relevant in determining the class (e.g., C+ designates the vehicle as Class C; D+ AUT designates the vehicle as Class D).

### Schedule of Fees No. 3 universally applicable

Item	<b>OTHER FEES / CONTRACTUAL PENALTIES</b>	
1	Contractual penalty for lack of registration certificate, insurance policy, plate or registration sticker on the windshield	PLN 320.00

2	Contractual penalty for lost key or central locking remote control	PLN 1,000.00
3	Contractual penalty for each day of vehicle downtime caused by the loss of documents or keys connected with the need to replace them	PLN 100.00
4	Contractual penalty for failure to inform the Lessor of the need to perform overhaul recommended by the vehicle manufacturer in a timely manner or for not ordering an authorized service center to perform it in a timely manner	PLN 4,000.00
5	Contractual penalty for using the vehicle after exceeding the kilometre limit for the routine maintenance or after the expiry of the overhaul deadline.	PLN 4,000.00
6	Contractual penalty for smoking in a vehicle or using electronic nicotine inhalers (also known as e-cigarettes)	PLN 500.00
7	Contractual penalty for removing the GPS device from the vehicle	PLN 5,000
8	Contractual penalty for leaving or moving the rental vehicle outside the borders of Poland without the Lessor's consent	PLN 1,000
9	Fee for generating accounting documents (e.g. invoices) in paper form	PLN 5 per document
10	Contractual penalty for towing other vehicles with a rented vehicle	PLN 500.00
11	Contractual penalty for making the vehicle available to a person not authorized to drive the vehicle on the basis of an agreement	PLN 500.00
12	Fee for indicating each additional User in the agreement	PLN 20.00 per User per day
13	Fee for permission to travel outside Poland	PLN 123.00 for every commenced month
14	Fee for identifying the person responsible for a fine or administrative penalty (including tolls) related to the use of a vehicle or for processing such information	PLN 90.00
15	Fee for refueling - if the vehicle was returned with a lower fuel tank level than at the moment of releasing the vehicle to the Lessor	PLN 50.00 + PLN 7.00 for each litre of fuel
16	Prepayment of the fuel surcharge eliminating the obligation to return the vehicle with the same amount of fuel as at the moment of releasing the vehicle to the Lessee (payment to be made at the latest at the moment of releasing the	PLN 50.00 Lessee PLN 5.30 for each litre of fuel x fuel tank capacity

	vehicle)	
16	Contractual penalty for returning a vehicle with a dirty exterior or interior	PLN 100.00
17	Contractual penalty for returning a vehicle with dirty upholstery that requires washing	PLN 500.00
18	Contractual penalty for refueling a vehicle with the wrong type of fuel	PLN 3,000.00
20	Contractual penalty for transporting animals	PLN 500.00
21	Contractual penalty for lost or unreturned entry parking tickets at airport locations, train stations, etc.	PLN 100.00
22	Fee for picking up and returning a vehicle outside of branch office hours	PLN 86.10
23	Sat-nav <b>(monthly rentals only)</b>	PLN 47.97
24	Vehicle preparation fee <b>(for daily rentals only)</b>	PLN 61.50
25	Charge for returning at another branch <b>(Only for daily rentals)</b>	PLN 147.60
26	Fee for delivering the vehicle or picking it up within the city in which the Lessor has a branch office instead of at the branch office address	PLN 61.50
27	Fee for delivering the vehicle or picking it up in locations where the Lessor does not have a branch	PLN 184.50
28	Costs of delivering the rental car outside Poland within the EU / price per km	PLN 3.90

rental agreement, framework agreement in favour of third parties, to which the Lessee consents by accepting the rental agreement, framework agreement or accepting the T&Cs. If a term stipulated in the rental agreement or the framework agreement does not indicate whether working or calendar days are meant, it shall be assumed that calendar days are counted.

5. If individual provisions of the rental agreement, the framework agreement or the T&Cs are found to be invalid or ineffective in whole or in part for any reason, the remaining provisions shall remain in effect. The Lessor and the Lessee undertake to replace the invalid or ineffective provisions with others in such a way as to fulfil the purpose of the agreement as fully as possible.
6. The rental agreement, the framework agreement and the obligations arising therefrom shall be governed by Polish law and subject to the jurisdiction of Polish common courts (in matters not regulated herein, provisions of the Civil Code shall apply).
7. Any disputes arising from the Contract shall be resolved by the parties at the court having jurisdiction over the Lessor.

## § 19 FINAL PROVISIONS

1. Payment of contractual penalties or other damages or fees under the Framework Agreement, the T&Cs does not exclude the Lessor's right to seek damages in excess of the amount of such penalties or damages or fees on general terms:
2. Sums due arising out of contractual penalties will be documented by the Lessor with a debit note. Other charges (rent, fees) shall be increased by VAT calculated in accordance with the applicable regulations as of the date of issuing the invoice documenting the charge.
3. The Lessee may not, without the prior consent of the Lessor expressed in written form under pain of nullity, transfer all or part of the rights or obligations arising from the rental agreement, framework agreement in favor of third parties.
4. The Lessor shall be entitled to transfer all or part of the rights or obligations resulting from the