

**REGULATIONS OF 'KAIZEN RENT' CAR RENTAL  
IMPLEMENTED ON 24 FEBRUARY 2022****I. GENERAL TERMS AND CONDITIONS**

1. These Regulations (hereinafter referred to as the 'Regulations') have been issued by Kaizen Rent S.A. with its registered office in Lubin, gen. Józefa Bema 8 Street, 59-300 Lubin, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division of the National Court Register, under the number KRS: 0000954956, Tax Identification Number [NIP]: 6922509293 and share capital PLN 1 505 000.00 paid in total, hereinafter referred to as the "Lessor".
2. These Regulations determine in particular the terms & conditions of vehicle rental agreements that are concluded by the Lessor within the Car Rental operated by the Lessor, in any way and with any Lessee, unless a separate agreement concluded with the Lessee or an ordering party stipulates otherwise. In case of any conflict between these Regulations and the rental agreement, the Parties shall be bound by the terms & conditions of the rental agreement.
3. The detailed scope of the services provided by the Lessor shall depend on the service package available within the vehicle rental offer, selected by the Lessee and is specified in the car rental agreement or an order.
4. Any reference in these Regulations to:
  - a. Lessee - shall be understood as a party to the car rental agreement concluded with the Lessor within the Car Rental operated by the Lessor, other than the Lessor, or a person who has booked a car through [www.kaizenrent.pl](http://www.kaizenrent.pl) web service or otherwise;
  - b. User - shall be understood as the Lessee as well as any other natural person indicated by the Lessee in the rental agreement as the person authorised to drive the vehicle;
  - c. Document Form - shall be understood as the document form in the meaning of the provisions of the Civil Code (art. 77<sup>2</sup>-77<sup>3</sup> of the Civil Code), including in particular documents in written form, text messages, mejl or recorded telephone calls;
  - d. Schedule of Fees and Charges - shall be understood as the list of fees constituting an integral part hereof; the amounts included in the Schedule of Fees and Charges are indicative. In case of occurrence of a loss, its scope shall be each time determined on an individual basis, with consideration *inter alia* of its amount and the circumstances, in which it has occurred.
  - e. Working Day - any day other day than Saturday, Sunday and a public holiday;
  - f. Booking - a declaration of will of the Lessee submitted through the Booking Form, via the telephone or in a branch, in which the Lessor conducts its activity, and aimed directly at conclusion of the agreement with the Lessor;
  - g. Cost estimate - an independent calculation of repair costs, made on the basis of manufacturer's standards which consider in particular the costs of repairable or replaceable parts and the costs of working hours needed to make a repair;
  - h. Security deposit - an amount of money specified in the Schedule of Fees and Charges, which is blocked on the Lessee's credit card, constituting a security of Lessor's claims.

1. The car Lessee may be:
  - a. A natural person being over 18 years of age who has presented the Lessor with a valid ID card or passport, and in case of D Premium, E and SUV Premium class cars - a natural person being over 25 years of age, who has presented the Lessor a credit card with validity term being longer by 6 months from the date of expiry of the car rental agreement and is entered in the Central Registration and Information on Economic Activity if they conclude a vehicle rental agreement within the run business activity as well as has presented the Lessor with a current printout from this Registration,
  - b. a legal person or an organisational unit not having legal personality, being granted with legal capacity by special regulations, a duly authorised representative of which, concluding the car rental agreement on its behalf, has presented a valid ID card or passport as well as a proof of their authorisation to conclude the rental agreement, unless this authorisation results from the entry in the relevant register kept by a common court or by a public administration body.
2. The vehicle being the subject of the rental may be driven solely by the Lessee or by the User, specified in the car rental agreement. The Lessee shall bear personal liability for the action of other drivers driving the car being the subject of the rental in exactly the same way as for their own action.
3. The rental agreement provides for designation of one User in the price of the rental. Designation of each subsequent User shall be payable according to the Schedule of Fees and Charges.
4. The Lessee or the User driving the car must be over 18 years of age and in case of D Premium, E and SUV Premium class cars, the Lessee or the User driving the car must be over 25 years of age.
5. During the use of the car being the subject of the rental, the Lessee and the User shall be obliged:
  - a. to carry valid documents required within performance of the potential road traffic control by the services authorised thereto (driving license);
  - b. to secure the car and its accessories against theft with special diligence (lock the car, secure documents such as the vehicle registration card and third-party liability insurance policy, if any, and keys);
  - c. to perform the everyday service of the car at their own cost and effort (check and refill engine oil, cooling liquid, brake fluid, washer fluid, check the condition of and pressure in the tyres, check proper functioning of the lights);
  - d. to use in the cars the type of the fuel according to the engine specification determined in the registration card and in the car documentation or the Agreement;
  - e. to keep the car in due cleanliness as well as use the car according to the proper usage principles;
  - f. to observe the provisions of road traffic regulations;
  - g. not to transport animals in the rented vehicle.
6. In case of revoking of the authorisation for the User by the Lessee, the Lessee shall be obliged to inform the Lessor immediately on this change. In case of failure to inform the Lessor immediately, the Lessee shall be obliged to remedy the loss suffered by the Lessor in connection with lack of knowledge on revoking of the authorisation determined above.

**III. SERVICE BOOKING**

1. The Lessee shall be able to make the Booking of the vehicle through the Booking Form, via the telephone at the number indicated on [www.kaizenrent.pl](http://www.kaizenrent.pl) or directly in the branch, in which the Lessor conducts its activity.
2. The Booking shall take into account the rates of the fees for the rental in the individual vehicle classes and the additional services determined as at the date of making of the Booking.

#### IV. ORDER EXECUTION

1. The condition for commencement of the provision of vehicle rental service by the Lessor shall be fulfilment of the following prerequisites:
  - a. positive verification of the data given in the Booking Form by the Lessee if the Booking has been made through the Booking Form,
  - b. acceptance of the Regulations, the content of which is available on [www.kaizenrent.pl](http://www.kaizenrent.pl), by the Lessee,
  - c. fulfilment of the requirements determined in section II subsection I;
  - d. providing the credit card data;
  - e. in case of making of the payment via bank transfer - crediting of the bank account of the Lessor with the transfer amount.
2. The vehicle rental agreement shall be concluded before handover of the vehicle through its signing by the Lessee, Lessees or a duly authorised User as well as a duly authorised representative of the Lessor.
3. The Lessee shall be obliged to pick up the vehicle being the subject of the rental in the branch, in which the Lessor conducts its activity, where they have made the Booking, unless otherwise agreed in the Booking. The vehicle may be picked up in another place after agreeing with the Lessor upon the time and place of the pick-up as well as the fee due to the Lessor in connection with such pick-up.
4. The Lessee shall obtain a car being clean, in working order and with full fuel tank as well as with all accessories, including in particular keys, a registration card or its copy and a confirmation of conclusion of a third-party liability insurance, if, according to the handover report, the aforementioned items have to be handed over, and shall be obliged to return the vehicle in the same condition and completeness. The Lessee shall be obliged to pick up the vehicle personally or through the User, unless otherwise stipulated by the provisions of separate agreements. While picking up the car, the Lessee or the User authorised by the Lessee to pick up the car shall be obliged to present a valid ID card or driving license.
5. Immaterial defect, i.e. defect not affecting the driveability of a vehicle and also the safety of road users, shall not be the basis for making another/substitute vehicle available. For instance, a non-operational radio, a defective lighter or a non-opening rear windows can be deemed to be immaterial defects.
6. The Lessor shall be entitled to charge the Lessee with the costs of making another vehicle available, if:
  - a. it turns out that the defect reported, on the basis of which the request was made, was immaterial;
  - b. the vehicle is operational and the request made by the Lessee is related to lack of familiarity with the instruction manual and vehicle operation rules;
  - c. impossibility to use the vehicle handed over to the Lessee results from the Lessee's action or omission, in particular: from filling up the car with wrong type of fuel, non-compliance with the obligation to refill service fluids, in particular engine oil, brake fluid or Adblue. The Lessor shall have a right to make scans or copies of documents necessary to implement a

- vehicle rental agreement and for the purpose of determining, pursuing and defending the Lessor's claims.
7. The Lessee acknowledges and consents to the fact that a GPS monitoring device is installed in the vehicle.
8. If it is impossible to provide the Lessee with a car being compliant with the Booking made by the Lessee, the Lessor shall be entitled to provide another car in the same class or in a higher class, with the reservation that the same rate, according to which the Lessee made the Booking shall be applied to the settlement of the rent, which shall not constitute non-performance or improper performance of the agreement by the Lessor.
9. The Lessee shall incur on their own the costs of fuel, consumable fluids (including engine oil, washer fluid, brake fluid, Adblue and its equivalents, etc.) and repair or replacement of the tyres as well as the costs of parking, driving on payable sections of roads and fines as well as other liabilities occurring in the term of the rental, connected directly with the use of the vehicle. The Lessee acknowledges and consents to provision of their personal data to authorised institutions in case of receipt of a relevant call in connection with disclosure of a traffic offence or a call for payment of the fines occurring in the car rental term. In the event that the Lessor is obliged to pay any fines due to a traffic offence committed by the Lessee, the Lessor shall re-invoice to the Lessee the amount of the said fine increased by a fee referred to in the Schedule of Fees and Charges.
10. Driving the car being the subject of the rental outside the borders of the Republic of Poland shall be acceptable solely in case when the Lessor has consented thereto in writing or by means of a Document Form (an mejl message) and solely on the area of the EU countries. The Lessee not being a consumer shall cover all costs connected with using the vehicle outside the borders of the Republic of Poland in full amount, in particular the costs connected with a failure, damage, theft and return of the vehicle. The Lessee being a consumer shall bear the costs, referred to in the previous sentence, unless they demonstrate that they are not responsible for the occurrence thereof and for breaching the Agreement.
11. In the event that the Lessee travels abroad without the Lessor's consent, the Lessee shall bear all costs connected with using the vehicle outside the borders of the Republic of Poland according to the terms and conditions referred to in subsection 10. Moreover, the Lessee shall pay a stipulated penalty in the amount specified in the Schedule of Fees and Charges. The Lessee shall pay a fee according to the Schedule of Fees and Charges for the Lessor's consent to driving of the car being the subject of the rental outside the borders of the Republic of Poland.
12. In case of using the car under the rental agreement outside the borders of the Republic of Poland, if the provisions of the states, on the territory of which the User drives the car, require additional accessories or adjustment of the car, the Lessee shall be directly liable for the costs connected therewith in their full amount, which the Lessee consents to while requesting the consent to the use of the car outside the borders of the Republic of Poland.
13. Notwithstanding the other provisions of these Regulations, it shall be strictly forbidden to drive the car being the subject of the rental agreement to Russia, Ukraine, Moldavia, Belarus and the countries, on the area of which armed conflicts are pending.
14. It shall be forbidden to smoke tobacco and to use electronic nicotine inhalers (so-called e-cigarettes) in the vehicle being

the subject of the rental agreement, to tow other vehicles by it, to make any alternations or tuning, to participate in car races and to use race tracks as well as to use the vehicle to for the chargeable transport of persons or goods.

15. It is forbidden to provide the rented vehicle to any third person under any title, either for consideration or for free, in particular to sublet or lend for use, as well as to perform carriage gratuitously, just as a matter of politeness.
16. The authorised representative of the Lessor shall prepare a report concerning the handover and return of the vehicle, which shall be signed by the representative of the Lessor and by the Lessee. In case of a refusal of the Lessee to sign the handover report, the representative of the Lessor shall unilaterally prepare and sign the report, inserting an annotation on the refusal of the Lessee to sign the report thereon.

## V. RENT AND FEES

1. The rent due for the vehicle rental shall be calculated for one whole day (24 hours) but tolerance in a delay in the return of the vehicle up to 60 minutes shall be acceptable. In case of the Lessee's delay in collecting the vehicle of more than 60 minutes, for reasons not attributable to the Lessor, the Lessee shall pay a fee specified in the Schedule of Fees and Charges.
2. The fees for the rental or the extension of the rental period and for the additional services shall be collected in advance before commencement of service provision, or in case the extension of the rental period not later than 24 hours before the day when the extension of the rental period takes effect, according to the rates being applicable on the given agreement conclusion date, unless otherwise stipulated by separate agreements with the Lessee.
3. Unless otherwise stipulated by separate agreements between the Lessee and the Lessor, the Lessor shall block on the credit card the amount of a security deposit constituting a bond for any claims of the Lessor, in the amount determined in the Schedule of Fees and Charges. The deposit shall be unblocked on the card immediately after proper return of the vehicle, on condition that no damage occurred to the vehicle. In case of returning a damaged vehicle, the deposit shall be frozen until the claim settlement. The real time of deposit release may each time depend on the card issuer (the Lessee's bank).
4. If after returning the vehicle, confirmed by the handover report referred to in section IV subsection 16, the Lessee will have to pay the fees specified in the Schedule and Fees and Charges, exceeding the amount of the collected deposit specified in subsection 3, the Lessee authorises the Lessor to directly settle the claims regarding the remaining amount, up to the amount for which the Lessee shall be liable under the agreement, by means of collecting cash by the Lessor according to the procedure specified in section V subsections 9-12 of these Regulations. The Lessor shall have the right to debit the bank account exclusively to the extent of and with the amount of the fees that are expressly specified in the Schedule of Fees and Charges upon receipt of the Lessor's consent, either by phone or in writing (by mejl).
5. Any fees for the rental and for additional services shall be made by credit card, another payment card or by wire transfer into the Lessor's bank account, whereas the amount of the deposit, referred to in the Schedule of Fees and Charges, shall be secured by making a respective blockade only on the credit card, referred to in section II subsection 1 letter a. If the Lessee is under 25 years of age, they shall buy out a YOUNG DRIVER

Package in accordance with the Schedule of Fees and Charges. If the Lessee is aged 70+, they shall buy out a SENIOR Package in accordance with the Schedule of Fees and Charges.

6. In case of making of the payment by means of a bank transfer, the date of making of the payment shall be the date of crediting of the bank account of the Lessor.
7. The rental agreement shall be concluded with consideration of the limit of the number of kilometres that may be driven by the Lessee or without the limit of the number of kilometres. If the rental agreement has been concluded with consideration of the limit of kilometres and the Lessee has exceeded this limit, they shall be obliged to pay the fee for the excess of kilometres to the Lessor in the amount indicated in the Schedule of Fees and Charges or a rental agreement.
8. The fee for BASIC/COMFORT packages specified in the Schedule of Fees and Charges shall be collected in advance and settled in relation to the entire rental period. The Lessee shall be entitled to resign from the aforementioned packages solely and exclusively in the branch of the Lessor, within its working hours and after prior visual inspection of the vehicle in the presence of the representative of the Lessor.
9. The Lessor, in order to satisfy any claims against the Lessee by virtue of stipulated penalties or other fees specified in the Schedule of Fees and Charges, may charge the Lessee, within the funds blocked on the bank account as a deposit for the security of claims, referred to in section V subsection 3.
10. If the amount of the fee to debit the Lessee, as specified in the Schedule of Fees and Charges, exceeds the amount, which the Lessor blocked on the credit card, the Lessor shall be entitled to collect the missing amount of money, as described in section V subsections 11 -12 upon receipt of the Lessor's consent, either by phone or in writing (by mejl).
11. The Lessee expressly and irrevocably authorises the Lessor to collect the fees in the amount specified in the Schedule of Fees and Charges by means of a payment transaction through a payment card indicated by the Lessee to be used as a security deposit. To this end, the Lessee shall provide the credit card data and gives their consent to carrying out a future transaction by the Lessor with the use of provided data (credit card number). The transaction may be conducted by the Lessor only in order to meet the claims arising from these Regulations or a concluded agreement. The amount of the transaction may not exceed the amount specified in the Schedule of Fees and Charges.
12. The transaction is not subject to a prior consent of the Lessee. The aforementioned consent to the transaction shall mean that the Lessee has read these Regulations and accepts the terms and conditions stated herein
13. After effecting the transaction the Lessor shall issue a VAT invoice specifying in details what fees have been paid and in what amount. The Lessor shall send the VAT invoice to the mailing address provided by the Lessee.
14. In the case of rental for several months, the rent shall be payable on a monthly basis, in advance, in equal instalments for subsequent full rental periods, on the basis of a VAT invoice issued by the Lessor, according to the payment term included therein. A VAT invoice for each subsequent month of extended rental period shall be issued with payment period falling on the first day before the start of new settlement period. In case of a monthly rental agreement, the Lessee may pay in advance for the whole rental period. In this case the Lessee shall receive an advance invoice indicating the period for which the payment

was made, the final invoice for each next settlement month shall be issued in accordance with the rules specified above.

15. The Lessor shall be entitled to receive statutory interest for non-timely payment of the due rent and/or additional fees.
16. Should the Lessee be late with payment of any amounts due and payable, the Lessor, except for the rights provided for in these Regulations, shall be entitled to refrain from providing any services in favour of the Lessee.

## VI. BOOKING CANCELLATION

1. The Lessee may cancel the Booking at any time before commencement of service provision, without giving reasons. In the event that the Booking assumed provision of the vehicle outside the area of the city, in which the Lessor has its branch, the Lessee may be charged with the equivalent of one rent for one day (24 hours) of the rental.
2. The Lessee shall inform the Lessor on their intention to cancel the Booking via the telephone at: **+48 76 727 99 99** or by sending of a message to the mejl address: **[obsługa@kaizenrent.pl](mailto:obsługa@kaizenrent.pl)**, indicating the service Booking number in the message.
3. The Lessor shall immediately send the confirmation of receipt of the notification of Booking cancellation to the mejl address specified by the Lessee.
4. In case of cancellation of the Booking when the service has been paid for, the Lessor shall immediately, not later than within 14 days from the date of receipt of the notification of Booking cancellation, reimburse to the Lessee all payments made by the Lessee, unless the Booking was cancelled less than 24 hours before the service commencement date, in which case the Lessor shall reimburse the Lessee the amount being equal to the payments made, less the amount corresponding to the rent for the booked vehicle for one working day. The Lessor shall return the payments with the use of the same payment methods as the ones used by the Lessee in the original transaction.

## VII. VEHICLE DROP-OFF

1. The Lessee shall be obliged to drop off the vehicle being the subject of the rental agreement in the branch, from which they picked up the vehicle, unless otherwise agreed in the agreement. The vehicle may be dropped off in another location after agreeing with the Lessor upon the time and location of the drop-off as well as upon payment of the fee due to the Lessor in connection with such drop-off by the Lessee, according to the Schedule of Fees and Charges.
2. The branches and the points of rental of the Lessor are open on working days, from Monday to Friday, from 8:00 a.m. to 6:00 p.m. as well as on Saturdays from 8:00 a.m. to 2:00 p.m.
3. The vehicle may be dropped-off after expiry of the rental period only within the working hours of the branch of the Lessor, in which the vehicle should be left. Dropping off the vehicle outside the working hours shall be possible on condition of granting of a consent by the Lessor and determination of the return terms & conditions. If the vehicle is dropped off outside the working hours of the branch without participation of the representative of the Lessor, i.e. through leaving of the vehicle, keys and documents by the Lessee in an indicated place, the Lessee shall be obliged to sign the return protocol in the branch, in which the vehicle was left, within 24 hours from expiry of the rental period. Otherwise, the Lessor shall be entitled to prepare the return report unilaterally.

4. The Lessor reserves the right to draw up unilaterally a return report also in the event that the Lessee leaves the vehicle with keys and documents in time and/or place not agreed with the Lessor.
5. The return of the vehicle shall also be possible through leaving the vehicle in the place determined by the Lessor and throwing of the keys and the vehicle documents to a specified night safe.
6. In cases referred to in subsection 3 sentences 3, 4 and 5, the vehicle shall be checked without the participation of the Lessee within 24 hours and a report shall be sent to the Lessee by mejl within 3 working days, with a possibility to raise objections within 3 working days.
7. The Lessee shall rent the car for the term specified in the agreement.
8. In the event that the Lessee fails to drop off the vehicle within the time limit specified in the agreement, the Lessee shall be obliged to reimburse the costs incurred by the Lessor for the purposes of recovery of the vehicle by the Lessor.
9. The rental period can be extended at the Lessee's request submitted at least 24 hours before the originally agreed date of vehicle return, provided that relevant consent of the Lessor is obtained in writing or is documented (with an mejl). If the Lessor agrees to extend the term of Agreement, the Lessee shall be sent an mejl indicating the period by which the agreement is to be extended, along with a VAT invoice for the rent and for additional services for that period. In order to effectively extend the term of rental agreement it is necessary to pay in advance for the whole extended period, according to an enclosed invoice.
10. The Lessee shall pay the Lessor a fee in an amount corresponding to daily rate increased by 50% per each commenced day in the event of:
  - a. failing to return the vehicle within the time limit set in the rental agreement and failing to obtain the Lessor's consent to extension of the term of Agreement;
  - b. failing to make the payment, pursuant to subsection 9, despite obtaining the consent to extension of the term of Rental Agreement.
11. In case of a monthly rental period, the daily rent rate referred to in subsection 10, will be calculated according to the following formula:  
$$\text{The daily rent rate} = \frac{\text{The amount of monthly rent for one full month}}{30}$$
12. A failure to return the vehicle within 2 hours from the contractual expiry of the rental or termination of the rental agreement made by the Lessor in the manner determined in section XVI subsections 1-2 hereof shall be treated as appropriation which constitutes a crime provided for in art. 284 of the Penal Code and shall be reported to the Police.
13. The Lessee acknowledges the fact that the car being the subject of the rental is equipped with a device allowing for immobilisation of the vehicle and that the Lessor shall be entitled to use this functionality in case of a failure to return the vehicle in the time of the contractual rental expiry or termination of the rental agreement made by the Lessor in the manner determined in section XVI subsection 1-2 or a delay in payment of the amount due for the purchased services.
14. If a vehicle is rented as a substitute vehicle financed from third party liability insurance of the perpetrator, the party to the rental agreement shall be the person that hands over the vehicle, while the assistance operator or insurance company undertake to pay the rent under separate agreements.



15. If in the situation referred to above the Lessee, despite expiration of the period covered by rental agreement, as to which the assistance operator or insurance company provided a guarantee of payment, failed to effectively return the vehicle in accordance with these Regulations, the Lessee shall be obliged to pay the rent and additional fees for each additional commenced day.
16. If the Lessee wants to continue using a substitute vehicle, the Lessee shall obtain the Lessor's consent for the extension of the term of the Agreement on the terms and conditions specified in subsection 9. The provisions of subsection 10 shall apply accordingly.
17. In case of termination of the rental agreement without notice period, the Lessee shall be obliged to indicate immediately, not later than within 12 hours, the place of parking of the vehicle and to return it to the place agreed previously by the parties immediately.

### VIII. REPAIRS

1. The Lessee shall be obliged to monitor the mileage of the vehicle for the purposes of verification of the need to perform the service overhaul in compliance with the recommendations of the manufacturer and validity of the periodical technical inspections. In case of failure of the Lessee to notify the Lessor on the need to perform the servicing, the Lessee shall be charged with the full amount for the servicing that must be performed as well as with the fee provided for in the Table of Fees and Charges and potentially with the costs of repairing the damage. The Lessee acknowledges the fact that the scope of tolerance of the mileage of the vehicle in the field of performance of the service overhauls is +/- 500 km and +/- 1 month.
2. In case of a vehicle failure, necessity to perform service activities, retention of the registration card by the Police, including virtual retention of the card document, road collision or new vehicle damage observed, the Lessee or the User of the vehicle, regardless of the package purchased and the type of loss (loss indemnified under third-party liability insurance/ loss indemnified under comprehensive motor insurance), shall immediately inform the Lessor about this fact by phone: 76 727 99 91. At the indicated telephone number, an authorised 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 on their own, to have the car services as well as to sign and collect invoices.
3. The Lessee shall be liable for the damage of the vehicle 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 in relation to this circumstance. 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 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.
4. The Lessor shall be entitled to charge the Lessee with the costs of repairing the damage in the events specified in section VIII subsections 2-3 as well as in case of ascertainment of missing accessories of the vehicle, missing parts or documents of the vehicle, wear of the car inside or outside 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.
5. Should the costs of damage repair be included in the Schedule of Fees and Charges, 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 and Charges, 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 and Charges, the Lessee shall pay the Lessor compensation corresponding to the value stated in the Schedule of Fees and Charges.
6. The compensation, referred to in subsection 5, shall be paid by drawing, via the card, an appropriate amount of money from the Lessee's bank account upon obtaining, by phone or in writing (including by mejl), the Lessor's consent.
7. In the cases when the loss is not included in the Schedule of Fees and Charges, 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. In cases referred to in section VIII subsection 5 of these Regulations, the limit of charging of the Lessee shall be set on the level of the amount of the deposit collected for the individual class of vehicles, yet not being higher than PLN 8,000.00 (eight thousand) gross, subject to the provisions of subsection 6, provided that the Lessee arranges all formalities in the field of loss reporting, referred to in sections VIII, X and XV hereof, in particular with respect to informing the Lessor on the loss as well as delivery of the documents being necessary for settlement of the loss (*inter alia* loss reporting form, confirmation of holding of licenses, representation of the culprit of the loss, potential police record). In the event of failing to meet the above condition, the Lessee shall be liable up to the amount stated in the repair cost estimate.
8. 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 mejl message), it shall be possible to derogate from the rule determined above in the case of minor losses adjusted from the motor hull insurance policy.
9. 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 according to the rules determined in section VIII subsection 2, 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.
10. The Lessee shall, in particular, submit a claim notification form to the Lessor, at the time of returning the vehicle at the latest. In the event of failing to submit a filled out form within the said time limit, the Lessor shall charge the Lessee in accordance with the Schedule of Fees and Charges.

11. The Lessee shall not be entitled to order repairs, corrections, alterations, overhauls or other repair and maintenance activities of the rented vehicle without prior consent of the Lessor expressed by the Lessor in writing or by means of a Document Form (an mejl message) under the pain of nullity.

#### **IX. OBLIGATIONS OF THE LESSOR**

1. In case of immobilisation of the vehicle being the subject of the rental agreement for the period exceeding 8 hours, for reasons not attributable to the Lessee:
  - a. the Lessor undertakes to provide the Lessee with a substitute vehicle,
  - b. the Lessor shall reimburse the Lessee a proportionally determined amount for immobilisation of the vehicle.
2. In cases referred to in subsection 1, the amount on the invoice issued to the Lessee shall be reduced by the proportionally determined amount for immobilisation of the vehicle. The amount of the overpayment shall be returned to the Lessee by the same method of payment which the Lessee used to make the payment.
3. The Lessor shall not provide a substitute vehicle if the immobilisation of the vehicle being the subject of the rental happened outside the borders of the Republic of Poland or due to immobilisation of the vehicle resulting from the blockade made by the Lessor in the manner specified in section VII subsection 8.
4. The Lessor shall be entitled to refuse to provide the substitute vehicle in the manner specified in section IX subsection 1 if the reason is another motor damage under the same rental agreement or if motor damage is attributable to the Lessee. In such case, the Lessor shall be entitled to terminate the agreement in the manner specified in section XVI subsection 1.
5. The Lessor shall be liable towards the Lessee for proper performance of the rental agreement. The scope of liability of the Lessor shall include defects of the vehicle in compliance with the applicable provisions, including the provisions of the Civil Code, as well as with the provisions of the agreement and of these Regulations.

#### **X. INSURANCE OF THE VEHICLE**

1. The vehicles being the subject of the rental according to the principles determined herein shall be covered with the third-party liability insurance and with the motor hull insurance on the basis of a separate agreement concluded by the Lessor with the insurance company.
2. The General Insurance Terms & Conditions for the vehicles are available on the website of the Insurer and in the Customer Service Office.
3. The Lessee shall be obliged to observe the General Insurance Terms & Conditions.
4. In case of provision of the vehicle to other persons, the Lessee shall be obliged to inform the person driving the vehicle on the obligations resulting from section X subsection 3.
5. Loss coverage on the basis of the insurance shall not take place in the scope for the losses not covered by the liability of the insurer and in the scope of the losses not being reported by the Lessee to the insurer in the manner allowing for payment of indemnity or not reported to the Lessor within 24 hours from the time of the event or after noticing the damage by the Lessee.
6. The Lessee being a consumer within the meaning of art. 22<sup>1</sup> of the Civil Code shall bear liability of the loss that has been caused due to the fault of the Lessee or the person entrusted

by them with the subject of the rental or due to fault of the passengers to third parties or to the Lessor in the term of the rental agreement and in connection with the use of the subject of the rental.

#### **XI. LESSEE/USER DATA**

1. In compliance with art. 6 section 1 point a of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: 'GDPR') as well as with the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2016, item 992) until the date of loss of its binding force and then with the national regulations resolved for the purposes of implementation of GDPR, the Lessee and the User consent to processing and storage of their personal data by the Lessor being the personal data Controller.
2. The Information Security Officer/Data Protection Officer may be contacted electronically at the mejl address: [rodo@kaizenrent.pl](mailto:rodo@kaizenrent.pl)
3. The personal data recipients may be other entities cooperating with the Controller within performance of services by it to the benefit of the Lessee and the User, in particular in the field of service, repairs and insurance.
4. Provision of the personal data by the User and by the Lessee shall be voluntary yet it is necessary for performance of the agreement concluded with the Controller.
5. The User and the Lessee shall have the right to access the content of their personal data as well as the right to rectify or erase it, to restrict its processing, to data portability and to object.
6. The Lessee and the User shall be entitled to withdraw the consent at any time, without any impact on the lawfulness of the processing performed on the basis of the consent before its withdrawal.
7. The personal data shall be stored and processed to the time of completion of service provision within the activity conducted by the Controller, for not longer than the storage period resulting from applicable legal provisions.
8. The Lessor undertakes to:
  - a. process the personal data in secret in compliance with the national provisions and with GDPR,
  - b. secure the entrusted personal data through implementation of appropriate technical and organisational measures, thus ensuring the level of security corresponding to the risk connected with personal data processing;
  - c. exercise due diligence in the course of processing of any personal data.
9. The data of the Lessee and of the User may be provided to the business partners of the Lessor, with the assistance of which it performs the agreement, to the person or entities providing legal, tax or accounting service to the Lessor, to the entities, with the assistance of which the Lessor pursues its claims, and to the entities, to which provision of this data is necessary for conducting of the activity by the Lessor.
10. In case of change of the data provided to the Lessor, the Lessee and the User shall inform the Lessor thereon immediately, not later than within 7 days from the date of the occurring change, in mejl form to the mejl address: [obsługa@kaizenrent.pl](mailto:obsługa@kaizenrent.pl) or in writing on the form being available in the branch of the Lessor.
11. If the Lessee and the User fail to inform the Lessor on the change of their correspondence address, of the mejl address

or of the telephone number within the time limit determined in the preceding point, the Lessor shall send the correspondence and shall contact the Lessee and the User according to the previously indicated correspondence address, mejl address or telephone number. Correspondence delivered in compliance with the provision of the preceding sentence shall be considered as delivered correctly.

12. The Lessor shall be entitled to contact the Lessee and the User via the telephone in order to confirm the change of the data. In such case, the change of the data shall not be effective in relation to the Lessor by the time of receipt of this confirmation.
13. The Lessee and the User shall have the right to access the content of the data provided to the Lessor as well as to rectify it.

## **XII. LIABILITY**

1. The Lessor shall be liable towards the Lessee for performance of the rental agreement, including defects of the vehicle, in compliance with the provisions of the Civil Code, with the provisions of the agreement and with the provisions of these Regulations, except as provided for in section VII subsection 2 and 3.
2. The Lessor shall not be liable for:
  - a. damage resulting from improper use of the vehicle by the Lessee and by the User,
  - b. damage resulting from defects of the vehicle, including unauthorised interference with the vehicle and improper use,
  - c. damage caused by force majeure,
  - d. damage caused by unauthorised persons or by the User entrusted with the use of the vehicle by the Lessee,
  - e. objects left and transported by the Lessee and by the User or by third parties in the subject of the rental.
3. The total liability of the Lessor on account of the agreement shall be limited to the amount of PLN 2,000.00, unless the Lessee is a consumer. The Lessor shall be liable solely for an actual loss.
4. The Lessee may not set off its due amounts from the Lessor with the due amounts of the Lessor from the Lessee.

## **XIII. COMPLAINTS**

1. The Lessee may lodge any complaints via the telephone or through sending of an mejl to the address: [reklamacje@kaizenrent.pl](mailto:reklamacje@kaizenrent.pl).
2. The Lessor shall examine the complaints with consideration of the provisions of the Civil Code (Journal of Laws of 2018, item 1025), in particular art. 659 and the following and of the provisions of the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2019, item 134). The complaints shall be examined within 14 days from the date of their lodging and in case when complaint examination requires obtaining of additional information from the Lessee - within 14 days from the date of provision of the requested information by the Lessee.

## **XIV. TERM OF THE AGREEMENT**

1. The agreement shall be concluded for a definite time.
2. The agreement may be extended for a further specified period according to the provisions of section VII subsection 9 and 16 or may be terminated earlier in the cases set forth herein or in the agreement.
3. An agreement can be concluded for several days, if a day is a settlement period for which the rent is calculated, or for several

months, if a month is a settlement period for which the rent is calculated.

4. The rent rates may be determined on the basis of the Price List or individually with the Client, provided that in the case of medium- and long-term rental the Lessor shall be entitled to grant the Lessee with a discount on the base monthly rate. The amount of discount shall depend on the time for which rental agreement was made.

## **XV. CAR RENTAL FROM THIRD-PARTY LIABILITY INSURANCE OF THE CULPRIT AND ASSISTANCE INSURANCE**

1. In case of rental of a substitute vehicle from the third-party liability insurance of the perpetrator, the Lessee shall be obliged to deliver the following documents to the Lessor the latest at the moment of the pick-up of the vehicle: a power of attorney authorising them to settle the rental costs with the insurer of the damage perpetrator, a copy of the statement of the perpetrator of a collision or a copy of the police record confirming liability of the damage perpetrator, details of the third-party liability insurance policy of the damage perpetrator (policy number, name and surname of the perpetrator, Personal Identification Number (PESEL) and address of the perpetrator), a copy of the registration card of the damaged vehicle, a copy of the order for repair of the damaged vehicle issued by the car workshop performing the repair, number of damage claim form sent to the insurer of the perpetrator.
2. The rental of a substitute vehicle from the third-party liability insurance of the damage perpetrator or within Assistance insurance shall expire upon the expiry of the period, for which it was authorised by the insurer of the damage perpetrator from the third-party liability insurance or by the Assistance insurance operator. The Lessor shall inform the Lessee immediately on lack of the authorisation for further use of a substitute vehicle within the third-party liability insurance of the damage perpetrator or Assistance insurance, calling the Lessee for immediate return of the vehicle, yet not later than on the last day authorised by the insurer of the damage perpetrator from the third-party liability insurance or by the Assistance insurance operator or till submission of a notification on extension of the rental agreement for a further period indicated by the Lessor on the basis of the anticipated technological time of vehicle repair resulting from the repair calculation or by another term indicated by the Lessee. Provisions of section VII subsection 16 hereof shall apply respectively to further use of the vehicle being the subject of the rental after withdrawal of the authorisation by the insurer of the damage perpetrator from the third-party liability insurance or by the Assistance insurance operator .
3. The Lessee shall be obliged to cooperate with the Lessor with respect to the issues including settlement of the rental costs with the insurer of the perpetrator of the damage from the third-party liability insurance.
4. In case of a refusal of the insurer of the perpetrator of the damage from the third-party liability insurance to pay the due amounts of the Lessor on account of the rental of the substitute vehicle, the Lessee shall be obliged to pay thereof within 7 days from the date of the call. The provision determined above shall apply also to the situation of withdrawal of the power of attorney specified in section XV subsection 1.

## **XVI. TERMINATION OF THE AGREEMENT**

1. The Lessor shall be entitled to terminate the rental agreement at any time, with immediate effect, with maintenance of the Document Form, if the Lessee violates material provisions of the rental agreement or these Regulations, in particular if they use the subject of the rental in non-compliance with its purpose, exposes the subject of the rental to loss or damage or violates the provisions of section IV subsection 9 hereof relating to travelling abroad. In case of termination of the rental agreement made by the Lessor in the manner determined in this article, the Lessee shall be obliged to return the subject of the rental to the Lessor immediately, not later than within twelve hours from the termination.
2. The Lessor shall be entitled to terminate the rental agreement unilaterally at any time, without notice, in the case of:
  - a. Lessee's arrears in payment of any amounts due and payable to the Lessor, which arrears continue to exist for at least 30 days;
  - b. non-performance or improper performance of the terms & conditions of the rental agreement or of these Regulations by the Lessee.
3. A monthly rental agreement can be terminated by either Party at any time by one month's notice of termination given in writing or in documented form, otherwise it shall be deemed null and void. Termination shall be effective as of the end of the first full calendar month.
4. In case of early termination of monthly rental agreement, the Lessor shall be entitled to remuneration proportional to the part of settlement period in which Agreement was effective, subject to subsection 6 of this section.
5. In case of a delay in payment of the rent, of the deposit or of any other due amounts resulting from the rental agreement or these Regulations by the Lessee, the Lessor shall be entitled to terminate the rental agreement in the manner determined in the preceding article and to charge the Lessee with interest for every day of the delay in payment.
6. In case of the Lessee's withdrawal from a rental agreement settled by days or its termination and in case of termination of rental agreement by the Lessor for reasons attributable to the Lessee, the Lessee shall pay the Lessor a fee in the amount of daily rent for early termination of rental agreement. In the case of withdrawal of the Lessee from a medium- or long-term agreement settled according to a monthly rate or its termination and in the case of its termination by the Lessor due to reasons attributable to the Lessee, the Lessee shall be obliged to return the amount corresponding to the amount of the granted discount. The amount, to return of which the Lessee is obliged, shall constitute the difference between the base monthly rent rate and the rent rate determined in the agreement with the Lessee, multiplied by the number of months remaining to the end of the term, for which the agreement was concluded.
7. In the cases specified in section XVI subsection 3, when the Lessee is an entrepreneur, in case of the agreement settled on daily basis, the Lessee shall be obliged to pay the equivalent of 300% of the daily rent rate to the Lessor on account of early termination of the agreement. In the case of a medium- and long-term agreement, the Lessee being an entrepreneur shall be obliged to pay to the Lessor the equivalent of the granted discount, i.e. the amount constituting the difference between the base monthly rate and the rent rate determined in the agreement with the Lessee multiplied by the number of months remaining to the end of the term, for which the agreement was concluded, increased by 50%.

## XVII. AMENDMENTS TO THE REGULATIONS

1. The Lessor shall be entitled to amend the Regulations unilaterally.
2. The Lessor shall inform the Lessee on the unilateral amendment of the Regulations by sending of a message to the currently possessed mejl address of the Lessee. The amendment shall be effective from the date determined in the message sent by the Lessor. The Lessee may not consent to the amendment by sending of relevant information to the registered office address of the Lessor within 7 days from the date of receipt of the information on the amendment from the Lessor. Lack of consent of the Lessee to the amendment shall constitute termination of the agreement with immediate effect. Lack of expression of the standpoint of the Lessee shall be treated as acceptance of the new provisions of the Regulations.
3. Change of the data of the Lessor, including the contact data, shall not constitute amendment of the Regulations and of the agreement.

## XVIII. FINAL PROVISIONS

1. Payment of contractual penalties or other damages or contractual fees resulting from the agreement and from these Regulations shall not exclude the right of the Lessor to claim the damages exceeding the amount of such penalties or damages or fees according to general principles, provided that in the case specified in section VIII subsection 3 the provisions provided for in section VIII subsections 5 -8 shall apply.
2. Without prior consent of the Lessor reserved under the pain of nullity, the Lessee may not transfer the entirety or a part of the rights or obligations resulting from the agreement to third parties.
3. The Lessor shall be entitled to transfer the entirety or a part of the rights or obligations resulting from the agreement to third parties, which the Lessee consents to by accepting the agreement or by accepting the Regulations. If the time limit reserved in the agreement does not indicate whether it relates to working days or to calendar days, calendar days shall apply.
4. If the individual provisions of the agreement or of the Regulations turn out to be invalid or ineffective in the entirety or in a part for any reason, the other provisions shall remain valid. The Lessor and the Lessee undertake to replace the invalid or ineffective provisions with other ones in such a way as to meet the objective of the agreement to the fullest extent possible.
5. The agreement and the obligations resulting therefrom shall be subject to the Polish law and to the jurisdiction of the Polish common courts.
6. Any disputes resulting from the agreement shall be submitted by the parties for the settlement of the court having jurisdiction over the registered office of the Lessor and if the Lessee is a natural person - according to the court competence resulting from the generally applicable provisions.
7. The Appendices hereto shall constitute an integral part hereof.

## SCHEDULE OF FEES AND CHARGES\*

- \* The amounts stated in the Schedule of Fees and Charges are approximate amounts. Should any loss occur, the scale of the loss shall be from time to time determined individually.**

The given prices include VAT.



Schedule of Fees and Charges No. 1 - rent payments settled on a daily basis

<b>Rent payments settled on a daily basis</b>	
<b>Fee 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</b>	
a) A, B classes	PLN 4,000.00
b) C, D, SUV, V, M, N, R, R cargo, VAN classes	PLN 4,000.00
b) D Premium, E, SUV Premium classes	PLN 8,000.00
<b>COMFORT package</b> (abolition of 100% of the security deposit, a fee for the first damage of the vehicle, the repair of which is not covered from the third-party liability insurance of the perpetrator of the damage, of the administrative fee for total loss or theft settlement from the own-damage motor vehicle insurance, of the fee for returning the car with a damaged pane and of the fee for tyre damage)	
a) A, B classes	PLN 50.00 per each day of rental
b) C, D, SUV, V, M, N, R, R cargo, VAN classes	PLN 70.00 per each day of rental
b) D Premium, E, SUV Premium classes	PLN 100.00 per each day of rental
<b>BASIC package</b> - (abolition of 50% of the security deposit, a fee for the first damage of the vehicle, the repair of which is not covered from the third-party liability insurance of the perpetrator of the damage, of the administrative fee for total loss or theft settlement from the own-damage motor vehicle insurance, of the fee for returning the car with a damaged pane and of the fee for tyre damage)	
a) A, B classes	PLN 25.00 per each day of rental
b) C, D, SUV, V, M, N, R, R cargo, VAN classes	PLN 35.00 per each day of rental
b) D Premium, E, SUV Premium classes	PLN 50.00 per each day of rental
<b>Additional payments</b>	
YOUNG DRIVER package (for drivers under the age of 25)	PLN 20.00 per each day of rental
SENIOR package (for drivers over 70 years old)	PLN 20.00 per each day of rental
Fee for a delay in the return of the vehicle	300% of the daily rent rate for each commenced hour
Fee for a Wi-Fi router	PLN 15.00 per each day of rental
Fee for GPS Navigation	PLN 20.00 per each day of rental
Baby Seat Fee	PLN 20.00 per each day of rental
Child Car Seat Fee	PLN 15.00 per each day of rental
<b>Deposits</b>	
a) A, B classes	PLN 4,000.00
a) C, D, SUV, V, M, N, R, R cargo, VAN classes	PLN 4,000.00
b) D Premium, E, SUV Premium classes	PLN 8,000.00

b) D Premium, E, SUV Premium classes	PLN 8,000.00
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Schedule of Fees and Charges No. 2 - rent payments settled on a monthly basis

<b>Rent payments settled on a monthly basis</b>	
<b>Fee 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</b>	
a) A, B classes	PLN 4,000.00
b) C, D, SUV, V, M, N, R, R cargo, VAN classes	PLN 4,000.00
b) D Premium, E, SUV Premium classes	PLN 8,000.00
<b>COMFORT package</b> (abolition of 100% of the security deposit, a fee for the first damage of the vehicle, the repair of which is not covered from the third-party liability insurance of the perpetrator of the damage, of the administrative fee for total loss or theft settlement from the own-damage motor vehicle insurance, of the fee for returning the car with a damaged pane and of the fee for tyre damage)	
a) A, B, C, D classes	PLN 199 per one month of rental
b) Other classes	PLN 299 per one month of rental
<b>Additional payments</b>	
Fee for a delay in the return of the vehicle	300% of the daily rent rate for each commenced month
<b>Deposits</b>	
a) A, B classes	PLN 4,000.00
a) C, D, SUV, V, M, N, R, R cargo, VAN classes	PLN 4,000.00
b) D Premium, E, SUV Premium classes	PLN 8,000.00

Schedule of Fees and Charges No. 3 - rent payments settled on a daily or monthly basis

<b>OTHER PAYMENTS</b>	
Fee for lack of a registration card, insurance policy, plate or registration sticker on the pane	PLN 320.00
Fee for lack of a key or a remote control to the central lock	PLN 1,000.00
Fee for every day of stoppage of the vehicle caused by loss of documents or keys, connected with the need to reconstruct them	PLN 100.00
Fee for loss of the warranty for the vehicle caused by the fault of the Lessee or of the person entrusted by them with the vehicle	PLN 4,000.00
Fee for tobacco smoking in the vehicle	PLN 500.00
Fee for towing of other vehicles by the rented vehicle	PLN 500.00

Fee for provision of the vehicle to a person not being authorised to drive the vehicle under the agreement	PLN 500.00
Fee for determination of every additional User in the agreement	PLN 20.00 for one User per one day of rental
Fee for the consent to travelling abroad	PLN 250.00 for the whole rental period
Fee for driving of the car outside the borders of the Republic of Poland without consent of the Lessor	PLN 1,000.00
Fee for indication of a person responsible for a fine connected with the use of the vehicle or processing thereof	PLN 90.00
Fee for final fuelling - if the vehicle was returned with non-full tank	PLN 100.00 + PLN 7.00 per each litre of fuel
Advance payment for fuel - a payment made the latest on the date of handing over the vehicle	PLN 50.00 + PLN 5.30 per one litre of fuel x capacity of the fuel tank as specified in the catalogue
Fee for final washing of the car - if the car was returned dirty	PLN 100.00
Fee for washing of the upholstery - if required after the car return	PLN 500.00
Fee for filling up with the wrong fuel	PLN 3.000,00
Fee for transporting animals	PLN 500.00
Fee for delay in handing over the vehicle (through no fault of the Lessor)	PLN 70.00
Fee for the lost or unreturned car park tickets at airports, railway stations, etc.	PLN 100.00
Fee for picking the vehicle up or dropping it off outside the branch - lump sum and cost of transport Within the area of the city where the Lessor's branch is located	PLN 50.00
Fee for picking the vehicle up or dropping it off outside the branch - lump sum and cost of transport Outside the area of the city where the Lessor's branch is located	PLN 50.00 + PLN 1.00 per 1 km (one-way)
Picking up and dropping off the vehicle outside the working hours of the branch	PLN 70.00
<b>Deposits</b>	
a) A, B classes	PLN 4,000.00
a) C, D, SUV, V, M, N, R, R cargo, VAN classes	PLN 4,000.00
b) D Premium, E, SUV Premium classes	PLN 8,000.00