

**TERMS AND CONDITIONS OF 'KAIZEN RENT' CAR RENTAL  
INTRODUCED ON 02 JANUARY 2026**

This document contains the terms and conditions of cooperation with our Customers. It is hereafter referred to as **the Terms and Conditions**.

In these Terms and Conditions, the term **"we"** or **Car Rental Company** shall mean us, i.e. Kaizen Rent S.A. The term **"Client"** or **"you"** or the **"Renter"** shall mean a person or business entity renting a car from us. Other terms used in this document are explained in the glossary at the end of these Terms and Conditions.

**WHAT SERVICES DO WE PROVIDE?**

1. We enter into car rental agreements (Rental Agreement) with our Clients as the supplier.
2. The detailed scope of services we provide for you shall depend on the service package available within the vehicle rental offer provided as part of Kaizen Rent S.A.'s wide range of vehicle rental services.

**WHEN DO WE APPLY THESE TERMS AND CONDITIONS?**

3. We apply these Terms and Conditions to the relationship between a Client, as the Renter, and us in Rental Agreements - irrespective of how you have entered into a rental agreement with us.
4. We apply these Terms and Conditions together with the following **Schedule of Fees and Charges**, which forms - in its current version - an integral part of these Terms and Conditions.

**PLACING AN ORDER, I.E. BOOKING A CAR**

5. The Renter may place an order (make a booking) before entering into the Rental Agreement.
6. Placing an order requires a document form. An order is deemed to have been placed if:
  - 6.1. made via remote channels provided by the Car Rental Company, e.g. by telephone, chat, our website [www.kaizenrent.pl](http://www.kaizenrent.pl);
  - 6.2. placed at the registered office of the or one of the branches or rental outlets of the Car Rental Company;
  - 6.3. placed with an Intermediary or Broker approved by the Car Rental Company;
  - 6.4. placed through an Insurance Company or Assistance Insurance Agency approved by the Car Rental Company.
7. Each order shall specify fees and charges for the rental depending on a particular vehicle class and additional services and accessories agreed as at the date of placing an order.
8. The order (booking) shall always be confirmed by the Car Rental Company by telephone or e-mail sent to the Renter's address stated in the booking form. The Car Rental Company shall not be responsible for erroneous data provided by the Renter.
9. By confirming the order (booking) of a vehicle, the Car Rental Company undertakes to take logistical activities enabling the conclusion of the Rental Agreement with the Renter. The Renter undertakes to conclude the Rental Agreement on the terms and conditions set out in the confirmed order.
10. If it is impossible to provide the Renter with a car being compliant with the Booking made by the Renter, the Car Rental Company 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 Renter made the Booking shall be applied to the settlement of the rental fee, which shall not constitute non-performance or improper performance of the agreement by the Car Rental Company.

**IS IT POSSIBLE TO CANCEL AN ORDER?**

11. The Renter may cancel the Booking at any time before the the date of the commencement of the rental, without giving reasons. If this takes place up to 48 hours before the rental commencement date, no payment shall be required (it is free of charge).
12. If the order is cancelled less than 48 hours before the rental commencement date, then the Renter shall be obliged to pay a booking fee (Booking Fee) in the amount corresponding to the rental fee for the booked vehicle for one day.

13. The obligation to pay the aforementioned Booking Fee also arises if the Rental Agreement is not concluded on the date specified in the order as the date of the commencement of the rental for reasons attributable to the Renter, in particular in the situation where the Renter fails to conclude the Rental Agreement despite failure to cancel the order.
14. The Booking Fee may be deducted by the Car Rental Company from the amount paid by the Renter when ordering a car, without the Car Rental Company having to make any additional statements of deduction to the Renter (the Renter will be refunded the amount paid minus the amount of the aforementioned Booking Fee).
15. The Renter shall inform the Car Rental Company on their intention to cancel the Booking via the telephone at: **+48 76 727 99 99** or via **chat** available on the website [www.kaizenrent.pl](http://www.kaizenrent.pl), or by sending a message to the e-mail address [obsługa@kaizenrent.pl](mailto:obsługa@kaizenrent.pl), specifying the order number. The date and time of acceptance of the cancellation shall be the date on which the call, chat or e-mail is registered in the Car Rental Company's system.
16. The Car Rental Company shall immediately send the confirmation of receipt of the notification of Booking cancellation to the e-mail address specified by the Renter.
17. In the event of cancellation of an order where the rental fee has been paid, the Car Rental Company shall reimburse the Renter immediately, no later than within 14 working days of receipt of the Renter's statement of cancellation, all payments made by the Renter with the deduction of the Booking Fee, if any, if an obligation to pay the Booking Fee has arisen. The Car Rental Company shall reimburse the payments using of the same payment methods as the ones used by the Renter in the original transaction.

**WHAT ARE THE CONDITIONS OF CONCLUSION OF A RENTAL AGREEMENT?**

18. The conclusion of a rental agreement requires a document form. However, the agreement may be concluded by means of an electronic device (e.g. a tablet). If an electronic device is used, the agreement shall be concluded in electronic form, and other documents relating to the rental agreement, e.g. a delivery or collection report, shall also be in electronic form.
19. The Renter or User driving the car must be over 18 years of age and in case of D Premium, E and SUV Premium class cars, the Renter or User driving the car must be over 25 years of age.
20. The Car Rental Company may rent a car to the Renter on condition:
  - 20.1. a physical credit card issued to the Renter's name, with a validity period of not less than 6 months from the declared date of the end of the rental of the car, enabling the security deposit in the required amount (pre-authorisation) or;
  - 20.2. a physical debit card issued to the Renter's name, with a validity period of no less than 6 months from the declared date of the end of the rental of the car, enabling the security of the deposit in the required amount (pre-authorisation) and the purchase of the COMFORT PLUS Package, while this provision does not apply to cars recognised by the Car Rental Company as belonging to the Premium segment, i.e., for this category of cars the Car Rental Company requires a credit card (debit cards will not be accepted);
  - 20.3. Prepaid cards and virtual/digital cards, including those stored in an electronic wallet (e.g. Apple Wallet, Google Wallet) shall not be accepted.
21. The Car Rental Company may, in particular, refuse to conclude a Rental Agreement if:
  - 21.1. the Renter fails to comply with the requirements set out in these Terms and Conditions;
  - 21.2. there is no positive verification of the data provided by the Renter;
  - 21.3. it is not possible to secure a deposit in the required amount (pre-authorisation);
  - 21.4. The Renter has due obligations against the Car Rental Company.

**WHO CAN DRIVE A RENTAL CAR?**

22. The rental car may be driven only by the Renter or the User designated by the Renter, who has presented to the Car Rental Company a valid identity card or passport and a driving licence of the respective vehicle class valid on the territory of the Republic of Poland for at least six months (the requirement of a minimum period of holding the right to

drive does not apply to rental of a replacement vehicle from the third-party liability insurance of the damage perpetrator / Assistance).

22.1. These documents must be in physical form.

22.2. Electronic form is only acceptable in case of Polish identity documents if they can be verified using tools provided by public administration bodies. 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. If it is not technically possible to verify a document, its electronic form shall not be accepted.

23. It is prohibited to hand over the vehicle for use to any person other than the Renter or the User.
24. The Rental Agreement provides for designation of one User in the price of the rental - the Renter. Designation of each subsequent User shall be payable according to the Schedule of Fees and Charges.
25. In case of revoking of the authorization for the User by the Renter, the Renter shall be obliged to inform the Car Rental Company thereof immediately. The cancellation shall be effective as against the Car Rental Company upon such notification. Revoking a user's authorization does not entitle them to a refund of the previously paid fee.

#### WHAT IS THE RENTER'S LIABILITY FOR THE DRIVER OF THE VEHICLE?

26. The Renter shall be liable as for their own acts or omissions for the acts or omissions of:
  - 26.1. the User;
  - 26.2. other drivers actually using (driving) the rental car despite the prohibition on transferring the vehicle for use to a person other than the Renter or the User.

#### TERMS AND CONDITIONS OF PICK-UP

27. The Renter is obliged to pick up the rental car at the location specified in the order. The vehicle may be picked up in another location after agreeing with the Car Rental Company the time and location of the pick-up as well as the fee due to the Car Rental Company in connection with such pick-up.
28. The Renter shall pick up the rental car in person. In the case of rental of a replacement vehicle from the third-party liability insurance / Assistance or if a Renter is a legal person or an organisational unit which is not a legal person, which is granted legal capacity by law, or which is an entrepreneur entered into CEIDG [Central Registry and Information on Economic Activity], the vehicle can also be handed over by a User authorised by them. When picking up the vehicle, the Renter or the User is required to show a valid identity card or passport and a driving licence.
29. The Renter shall receive a car:
  - 29.1. whose interior and exterior is clean;
  - 29.2. which is in working order (equipped with immobiliser);
  - 29.3. which is fully equipped, in particular with the keys, a safety triangle, a spare wheel or a repair kit and, optionally, a registration document, or a copy thereof and the proof of the third-party liability insurance policy, if these must be issued according to the delivery report.
30. The Renter shall return the vehicle in the same condition as received.
31. The Renter also undertakes to return the car with the same amount of fuel as they received when the car was handed over to them and recorded in the delivery report. In the event of a failure to comply with this obligation, the Renter will be charged with a contractual penalty for final refuelling in accordance with the Schedule of Fees and Charges, unless the Renter's failure to comply with this obligation is due to reasons on the part of the Lessor or for reasons beyond the control of either party (e.g. vehicle breakdown) - in such a case, the Renter will only be charged with the equivalent of the fuel costs incurred by the Lessor for refuelling to the state in which the Renter received the car when the car was handed over to them and recorded in the delivery report.
32. The Car Rental Company informs that rental cars may be equipped with GPS tracking devices, which the Renter acknowledges.
33. An authorised representative of the Car Rental Company shall prepare a report concerning the handover of the vehicle, which shall be signed by the representative of the Car Rental Company and by the Renter or the User. If the Renter or the User refuses to sign the handover report, the Car Rental Company may refuse to hand over the vehicle.

#### USING THE CAR (RENTER'S OBLIGATIONS)

34. During the use of the car being the subject of the rental, the Renter and the User shall be obliged to:
  - 34.1. secure the car and its accessories against theft with special diligence (lock the car, secure documents such as the vehicle registration document and third-party liability insurance policy, if any, and keys);
  - 34.2. perform the everyday maintenance 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);
  - 34.3. fill the car with the fuel specified next to the filler hole, in the registration document and in the car documentation;
  - 34.4. keep the car in due cleanliness as well as use the car according to the rules and requirements of proper operation;
  - 34.5. observe the road traffic provisions.
35. It is prohibited:
  - 35.1. to carry animals in the vehicle;
  - 35.2. to smoke or use electronic nicotine inhalers (e-cigarettes);
  - 35.3. to use the car to tow other vehicles;
  - 35.4. to carry out modifications, tuning;
  - 35.5. to carry out unauthorized repairs;
  - 35.6. to use the vehicle in racing or use race tracks;
  - 35.7. to carry persons or goods for payment;
  - 35.8. to cover the car body and windows with any materials (including foil, e.g. logos or advertisements).
36. It is prohibited to hand over the rental car 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.

#### CAN THE CAR BE DRIVEN OUTSIDE THE TERRITORY OF POLAND?

37. Driving the car being the subject of the rental outside the territory of the Republic of Poland shall be acceptable solely in case when the Car Rental Company has consented thereto in writing or by means of a document form (by e-mail message, telephone) and solely on the territory of the following countries:
  - 37.1. Zone I: Austria, Belgium, the Czech Republic, Denmark, Estonia, Finland, France, the Netherlands, Liechtenstein, Luxembourg, Germany, Norway, Latvia, Lithuania, Slovakia, Switzerland, Sweden, Italy.
  - 37.2. Zone II: All Zone I countries plus Croatia, Slovenia, Hungary.
  - 37.3. Zone III: All countries of the European Union and the Schengen Area: Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Ireland, Finland, France, Greece, Spain, the Netherlands, Lithuania, Luxembourg, Latvia, Malta, Germany, Romania, Portugal, Slovakia, Slovenia, Sweden, Hungary, Italy, Iceland, Liechtenstein, Norway, Switzerland.
  - 37.4. Thus, the Car Rental Company's consent to drive the vehicle outside the territory of the Republic of Poland means consent to drive it only within the territory of the above-mentioned countries within the Zone included in the permit.
38. The Renter shall pay a fee according to the Schedule of Fees and Charges for the Car Rental Company's consent to driving of the car being the subject of the rental outside the territory of the Republic of Poland.
39. The Renter not being a consumer shall cover all costs connected with using the vehicle outside the territory of the Republic of Poland in full amount, in particular the costs connected with a failure, damage, theft and return of the vehicle. The Renter being a consumer shall bear the costs referred to in the previous sentence, unless they demonstrate that they are not responsible for giving rise to the costs and for breaching the Agreement.
40. If the rental car is used outside the territory of Poland, the Renter should check which regulations apply on the territory of such countries in order to observe them. If these regulations require additional accessories or adjustments to the vehicle, the Renter will be charged directly and in full for these costs (e.g. possession of a certain number of reflective vests, spare lights, wheel chains);
41. In the event that the Renter travels abroad without the Car Rental Company's consent, the Renter shall bear all costs connected with

using the vehicle outside the territory of the Republic of Poland according to the terms and conditions referred to above

42. The Renter shall pay a contractual penalty in the amount set out in the Schedule of Fees and Charges if the vehicle is driven outside Poland:
  - 42.1. without consent of the Car Rental Company;
  - 42.2. with the consent of the Car Rental Company but in countries other than those covered by the consent;
43. Notwithstanding the other provisions of these Terms and Conditions, it shall be strictly prohibited to use the car being the subject of the rental agreement to travel to Russia, Ukraine, Moldavia, Belarus and other countries on the territory of which armed conflicts are pending.

#### CAR MAINTENANCE COSTS INCURRED BY THE RENTER

44. The Renter shall bear the costs of fuel, consumable fluids (including engine oil, windscreen washer fluid, brake fluid, Adblue and its equivalents, etc.), parking costs, toll road charges and other costs directly related to the use of the vehicle, and shall also bear the costs of fines and penalties or administrative fees incurred during the period of possession of the rented vehicle for reasons attributable to the Renter, the User or the driver of the vehicle.
45. The Renter acknowledges that the Renter's or the User's data (including their personal data) may be disclosed to authorized entities, especially in case of receiving a request from law enforcement authorities or in connection with a request to pay fees (including tolls) or other charges relating to the duration of the vehicle rental. In view of such circumstances (disclosing the Renter's or the User's data to an authorized entity) related to the use of the vehicle, the Car Rental Company shall charge the Renter with the fee specified in the Schedule of Fees and Charges.
46. If the Car Rental Company has to settle a charge related to the use of the vehicle (e.g. a fine, toll road charges) by the Renter, the User or the driver, the Car Rental Company will reinvoice to the Renter the equivalent of the charge in question.

#### CAR RENTAL EXTENSION

47. Car rental extension requires prior approval by the Car Rental Company by means of a document form (e-mail, telephone) or in writing. The terms of car rental extension will be agreed individually between the Car Rental Company and the Renter, whereby new terms and conditions will be specified in a document or written form. Failure to agree on the terms and conditions for extending the rental means that the Renter is obliged to return the vehicle at the end of the current rental period.
48. Car rental extension shall be subject to the commercial terms applicable at the date of executing the agreement. Changes to the rental parameters may result in an obligation to extend the rental at the Car Rental Company's branch office or rental outlets.
49. In the event of rental extension, the Renter shall inform the Car Rental Company - in a document form - of the current odometer reading of the vehicle; if a website is available, this may be done via the website.

#### IS IT POSSIBLE TO SHORTEN YOUR RENTAL?

50. In the event that the Renter returns the vehicle before the end of the rental period with the Car Rental Company's consent, the Car Rental Company will confirm the shortened rental period with an annex to the agreement. In such a case, the Renter shall be obliged to pay the Car Rental Company a fee on account of shortening of the rental period equivalent to **three times the daily rental rate** specified in the Rental Agreement. This fee may be deducted from the Renter's payments that should be reimbursed to the Renter because of the shortened rental period.

#### WHAT IS THE PURPOSE OF THE DEPOSIT AND WHAT ARE THE CONDITIONS FOR ITS REIMBURSEMENT?

51. Unless otherwise stipulated by separate agreements between the Renter and the Car Rental Company, the Car Rental Company shall hold on the credit or debit card the amount of a security deposit constituting a bond for any claims of the Car Rental Company arising from the Rental Agreement (including the claims arising from these

Terms and Conditions and the Schedule of Fees and Charges) in the amount specified in the Schedule of Fees and Charges.

52. The deposit shall be released upon proper return of the vehicle, provided that the vehicle has been returned in an undamaged condition and no additional charges provided for in the Rental Agreement or in these Terms and Conditions and in the Schedule of Fees and Charges have been levied. The time when the pre-authorization funds (deposit) will be released depends on the procedures of the bank issuing a credit or debit card.
53. If debts arise that are chargeable to the Renter on account of:
  - 53.1. the remuneration stipulated in the rental agreement (rent, excess mileage charge) e.g. in the event of non-payment of rent for the agreed submitted rental period,
  - 53.2. receivables listed in the Schedule of Fees and Charges (if the Renter is obliged to pay them), e.g. due to the final refuelling of fuel if the vehicle is returned by the Renter with a lower tank level than the one handed over,

The Renter expressly and irrevocably authorizes the Car Rental Company to collect of the aforementioned fees charges - as provided for in the Rental Agreement, including those provided for in the Schedule of Fees and Charges - to the extent that they are not covered by a security deposit. To this end, the Renter shall provide the credit card data and give their consent to carrying out a future transaction by the Car Rental Company with the use of the provided data (credit card number) and this transaction is carried out by the Car Rental Company for the sole purpose of satisfying the claims under the Rental Agreement, the aforementioned dues and including the provisions of the Terms and Conditions and the Schedule of Fees and Charges. In this respect, its execution of the transaction does not require the prior re-approval of the Renter.

54. In other cases, if the amount of the fee to be paid by the Renter exceeds the amount held by the Car Rental Company on the credit or debit card, the Car Rental Company shall be entitled to collect the remaining amount after receiving the Renter's consent in a document form (e-mail, telephone) or in writing.
55. In the event that the deposit amount needs to be replenished (e.g. when the deposit amount is not sufficient; when the car is replaced with another that requires a higher deposit), the Renter is obliged to do so within the period specified by the Car Rental Company.
56. After effecting the transaction, the Car Rental Company shall issue an accounting document specifying in details what fees have been paid and in what amount. The Car Rental Company shall send this document to the e-mail address or the address for service provided by the Renter.
57. Releasing the reserved amount shall not imply a waiver of the Car Rental Company's claims against the Renter.

#### CAN LIABILITY RULES FOR DAMAGE BE CHANGED?

58. The Car Rental Company offers packages of services listed in the Schedule of Fees and Charges. The Schedule of Fees and Charges also defines the scope of services provided as part of a respective package.
59. The fee for the packages specified in the Schedule of Fees and Charges shall be collected in advance and settled in relation to the entire rental period. If the rental period is extended, the Renter shall have the right to change their package solely and exclusively in the branch or rental outlet of the Car Rental Company, within its working hours and after prior visual inspection of the vehicle in the presence of the representative of the Car Rental Company.
60. The Renter shall submit a request for a particular rental rate package in a document form (e-mail, telephone) or in writing.
61. A particular rental rate package (including its extension) shall enter into force following the payment of the full package fee. The services included in the package in question shall not be provided prior to its entry into force.

#### RENT AND OTHER FEES / TERMS OF PAYMENT

62. The rental rates may be determined on the basis of the Price List or individually with the Client.
63. Notwithstanding the rental rate, the Car Rental Company has the right to charge a one-off Preparation Fee for each Rental Car in respect of its preparation for handover to the Renter in the amount set out in the Schedule of Fees and Charges.

64. 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 applicable on the given agreement conclusion date, unless otherwise stipulated by separate agreements with the Renter.
65. Any fees for the rental and for additional services shall be made by credit card, another payment card or by wire transfer into the Car Rental Company's bank account, whereas the amount of the deposit, referred to in the Schedule of Fees and Charges, shall be held only on the credit or debit card of the Renter.
66. If the Renter is under 23 years of age, they shall buy out a YOUNG DRIVER Package in accordance with the Schedule of Fees and Charges. If the Renter is aged 70+, they shall buy out a SENIOR Package in accordance with the Schedule of Fees and Charges.
67. 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 Car Rental Company.
68. If the Renter exceeds the allowed mileage limit, the Renter shall pay the Car Rental Company a mileage penalty fee in the amount specified respectively in the order, offer, Rental Agreement or another document signed before concluding the Rental Agreement. If the parties have agreed on a mileage limit without specifying a mileage penalty fee, the fee indicated in the Table of Fees and Charges shall apply. The mileage limit shall be settled at the end of the rental period.
69. The Car Rental Company shall have the right to charge statutory interest for non-timely payment of the due rental fee and/or additional fees.
70. Should the Renter be late with payment of any amounts due and payable, the Car Rental Company, except for the rights provided for in these Terms and Conditions, shall be entitled to refrain from providing any services in favour of the Renter.

#### VEHICLE DROP-OFF

71. An authorized representative of the Car Rental Company shall prepare a report concerning the return of the vehicle, which shall be signed by a representative of the Car Rental Company and by the Renter or the User.
72. In case of a refusal of the Renter to sign the handover report, the representative of the Car Rental Company shall unilaterally prepare and sign the report, inserting an annotation on the refusal of the Renter to sign the report. In cases where the Renter or the User fails to return the vehicle to an authorized representative of the Car Rental Company and leaves the vehicle at a time and/or location agreed or not agreed with the Car Rental Company, the Car Rental Company reserves the right to unilaterally draw up a report (i.e. the inspection of the vehicle will take place without the participation of the Renter or the User) and the report will be sent to the Renter by e-mail.
73. The Renter shall be obliged to drop off the vehicle being the subject of the rental agreement in the branch or rental outlets, from which they picked up the vehicle, unless otherwise agreed in the order. The vehicle may be dropped off in another location after agreeing with the Car Rental Company upon the time and location of the drop-off as well as upon payment of the fee due to the Car Rental Company in connection with such drop-off by the Renter, according to the Schedule of Fees and Charges.
74. The days and hours of operation of the Car Rental Company's Branches and rental outlets are specified on the Car Rental Company's website <https://kaizenrent.pl/>.
75. The vehicle may be dropped off after expiry of the rental period only within the working hours of the branch or rental outlets of the Car Rental Company, in which the vehicle should be dropped off.
76. Returning the vehicle outside the working hours shall be possible on condition of granting of a consent by the Car Rental Company and determination of the return terms & conditions.
77. The return of the vehicle shall also be possible through leaving the vehicle in the place determined by the Car Rental Company and throwing of the keys and the vehicle documents to a specified night safe.
78. If the return takes place without the participation of the Car Rental Company's representative, i.e. by the Renter leaving the vehicle, keys

and documents at a designated place, the Renter agrees that the inspection of the vehicle should take place without the participation of the Renter. In such a case, the Car Rental Company shall inspect the vehicle within 24 hours and send the report to the Renter in a document or written form within 3 working days, giving the Renter the possibility of raising objections within 3 working days.

79. The Car Rental Company reserves the right to inspect the car and to draw up unilaterally a return report also in the event that the Renter leaves the vehicle with keys and documents in time and/or location not agreed with the Car Rental Company. In such a case, the Car Rental Company may charge the Renter with the costs of transporting the vehicle to the nearest Car Rental Company branch office or rental outlet.

#### THE CONSEQUENCES OF FAILING TO RETURN THE VEHICLE ON TIME

80. If the Renter fails to return the vehicle upon the termination of the rental agreement (the Car Rental Company tolerates a delay in the return of the vehicle of up to 60 minutes):
  - 80.1. the Renter shall pay the Car Rental Company a contractual penalty in the amount set out in the Schedule of Fees and Charges;
  - 80.2. the Renter shall reimburse the Car Rental Company for all the expenses incurred by the Car Rental Company to recover the vehicle and transport it to the Car Rental Company's branch or rental outlet or premises.
81. A failure to return the vehicle within 2 hours from the expiry of the rental shall be treated by the Car Rental Company as appropriation, which constitutes a crime provided for in Article 284 of the Criminal Code and shall be reported to the Police.
82. The Renter acknowledges that the rental car may be equipped with a device that allows the vehicle to be immobilised and that the Car Rental Company has the right to use this functionality in the event of a breach of these Terms and Conditions, and in particular in the event that:
  - 82.1. the vehicle is not returned within 2 hours after the expiry of the rental period;
  - 82.2. the vehicle is used to travel outside the territory of the Republic of Poland without the Car Rental Company's consent or with the consent of the Car Rental Company on the territory of countries not covered by the consent;
  - 82.3. the Renter fails to pay any amounts due to the Car Rental Company on time.
83. In case of termination of the rental agreement without notice period, the Renter shall immediately, not later than within 12 hours, indicate the parking location of the vehicle and return it to the location agreed previously by the parties.

#### WHO SHALL PAY THE COSTS OF TECHNICAL INSPECTIONS AND PERIODIC OVERHAULS?

84. The Car Rental Company shall cover the costs of technical inspections (carried out by technical inspection centres in Poland), periodic inspections and overhaul repairs (carried out by car workshops designated by the Car Rental Company) resulting from normal use. The Renter shall be re-invoiced with the cost of repairs for excessive wear and tear of the vehicle (e.g. excessive wear and tear of brake pads, tyres or the clutch). The Renter is obliged to deliver the vehicle for a given service (e.g. technical inspection, periodic inspection or overhaul repair) at their own expense, after agreeing with the Car Rental Company on the place and date of its performance.
85. The Car Rental Company shall not be responsible for the consequences of temporary impossibility to use the vehicle due to the need to carry out a technical inspection, periodic overhaul or repair, and also when this is caused by administrative proceedings in matters related to the registration (re-registration) of vehicles and the admission of vehicles to traffic. In the event that the vehicle has to be re-registered, the Renter shall provide the Car Rental Company with the registration document or another document authorizing its holder to drive the vehicle and then to collect a new registration document. If the Renter cannot use the vehicle for up to 12 hours, the Car Rental Company is not obliged to provide the Renter with a replacement vehicle.
86. The Renter has no right to use the vehicle without a valid technical inspection after exceeding the kilometre limit for the routine

maintenance / periodic service or after the expiry of the overhaul deadline.

87. The Renter is obliged to notify the Car Rental Company of the need to perform a technical inspection. The Renter is also obliged to notify the Car Rental Company of the need to perform a periodic inspection/overhaul repair of the vehicle, depending on which occurs sooner:
- 87.1. as recorded in the delivery report;
  - 87.2. if a relevant message appears on the dashboard or multimedia screen of the car.
88. The Renter, notifying the Car Rental Company of the need to have the car serviced / periodic service, 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 working days from notification, depending on the service station in question). Thus, the Renter should plan in advance when to notify the Car Rental Company of the need to take the car for a service / periodic 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 will be carried out, they will not use the vehicle after exceeding the kilometre limit. The Renter shall also notify the Car Rental Company in advance of the need to perform a technical inspection so as not to violate the prohibition of using the vehicle without a valid technical inspection.
89. In the event of a breach of any of the above provisions (i.e. the prohibition of using the vehicle without valid technical inspections or with the mileage exceeding the mileage provided for the car service / periodic service or after the time provided for the car service or in the event of a breach of the obligation to notify the Car Rental Company of the need to perform a technical inspection or periodic inspection/overhaul repair), the Car Rental Company shall have the right:
- 89.1. to use the immobilisation device (if fitted) and to have the vehicle towed to an ASO, and/or;
  - 89.2. to carry out a diagnostic check and a full car service at the Renter's expense (such costs will be invoiced to the Renter), and/or;
  - 89.3. to charge the Renter with the contractual penalty provided for in the Schedule of Fees and Charges and to claim for damages exceeding the amount of the contractual penalty to cover the damage, which may include, in particular, such costs as: vehicle towing costs, parking costs, charges imposed by authorities authorized to impose penalties/charges, e.g. fines, loss of vehicle value due to lack of continuity of periodic inspections/overhaul repairs.
90. In the aforementioned cases, the Car Rental Company 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.

#### **THE RULES FOR REPLACING A VEHICLE DURING THE RENTAL PERIOD**

91. A defect that is insignificant, i.e. that does not affect the driving properties of the vehicle or the safety of road users, does not constitute grounds for the substitution of another replacement vehicle. For instance, a non-operational radio, a defective lighter or a non-opening rear windows can be deemed to be immaterial defects.
92. The Car Rental Company shall be entitled to charge the Renter with the costs of making another vehicle available, if:
- 92.1. it turns out that the defect reported, on the basis of which the request was made, was immaterial;
  - 92.2. the vehicle is operational and the request made by the Renter is related to lack of familiarity with the instruction manual and vehicle operation rules;
  - 92.3. impossibility to use the vehicle handed over to the Renter results from the Renter's action or omission, in particular: from filling up the car with wrong type of fuel, non-compliance with the obligation to refill consumable fluids, in particular engine oil, brake fluid or Adblue.
93. The Car Rental Company reserves the right to substitute the vehicle used by the Renter for another vehicle of the same class, without giving reasons. The Renter, at the request of the Car Rental Company, is

obliged to allow the Car Rental Company to substitute the vehicle for another one without delay. This substitution shall not affect the terms of the ongoing vehicle rental agreement.

#### **WHEN CAN A REPLACEMENT VEHICLE BE PROVIDED?**

94. In case of immobilisation of the vehicle being the subject of the rental agreement for the period exceeding 12 hours, for reasons not attributable to the Renter, the Car Rental Company shall provide the Renter with a replacement vehicle.
95. A replacement vehicle shall not be provided in particular:
- 95.1. in case of an event resulting from improper operation;
  - 95.2. if the registration plate(s), the registration document, third party liability insurance policy confirmation have been lost; if the key(s) have been jammed inside the vehicle;
  - 95.3. if the Renter has had the vehicle repaired by a contractor other than the one appointed by the Car Rental Company;
  - 95.4. if immobilisation of the vehicle has taken place in accordance with the provisions of these Terms and Conditions;
  - 95.5. if immobilisation of the rental car has taken place outside the territory of the Republic of Poland.
96. If the Renter has the right to receive a replacement vehicle, the Car Rental Company - for the period of immobilisation of the vehicle after the 13th hour until the time a replacement vehicle is provided - shall reimburse the Renter on a pro rata basis for the immobilisation of the vehicle. In this case the amount on the invoice issued to the Renter shall be reduced by the proportionally determined amount for immobilisation of the vehicle. The amount of the overpayment shall be returned to the Renter by the same method of payment which the Renter used to make the payment.
97. The Car Rental Company shall use the replacement vehicle as it sees fit until the original vehicle has been repaired or for the entire remaining rental period.
98. Kilometres used during the use of the replacement vehicle shall be added to the mileage limit that the Renter's car may have under the Rental Agreement.
99. The Renter is obliged to return the replacement vehicle at the location and time indicated by the Car Rental Company.
100. The Car Rental Company has the right to refuse to provide a replacement vehicle if the car damage is the fault of the Renter. In such case, the Car Rental Company shall be entitled to terminate the agreement without notice.

#### **WHAT TO DO IN THE EVENT OF A FAILURE, ROAD COLLISION, ACCIDENT OR DAMAGE TO THE CAR?**

101. 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 Renter or the User of the vehicle, regardless of the package purchased, shall immediately inform the Car Rental Company about this fact by phone: +48 76 727 99 91. At the indicated telephone number an authorized employee of the Car Rental Company shall present the Renter with the instructions as to the further course of action in the occurring situation.
102. The Renter is not entitled to order repairs, corrections, modifications, inspections or other repair and maintenance work on the rental vehicle or to make any changes thereto (in particular dismantle its components or installed equipment) or to make improvements without the prior consent of the Car Rental Company expressed in written or a document form (e-mail, telephone) under pain of invalidity.
103. The Renter 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.
104. In the event of a traffic collision, accident, break-in or theft of the vehicle, the Renter is obliged:
- 104.1. to inform the Car Rental Company without delay by telephone at: +48 76 727 99 91.
  - 104.2. to call the police to the location where the incident has occurred and to ensure that a relevant report is drawn up. Upon an individual consent expressed by the Car Rental Company in writing or by means of a document form (an e-mail message,

telephone), it shall be possible to derogate from the aforementioned rule;

104.3. to provide the Car Rental Company with all required information and to deliver any documents that are necessary for the process of settling the claim as well as to strictly comply with the relevant instructions of the Car Rental Company;

104.4. to submit a claim notification form to the Car Rental Company, 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 Car Rental Company shall charge the Renter in accordance with the Schedule of Fees and Charges.

#### **DAMAGE CHARGES PAID BY THE RENTER**

105. (Article 675 § 1 of the Civil Code), The Renter are obliged to - return the car in a non-deteriorated condition; however, they shall not be liable for wear and tear arising from normal use.

106. In particular, the Renter shall be liable for damage to the vehicle resulting from improper use of the vehicle contrary to the manufacturer's recommendations, contrary to the instructions for use (e.g. insufficient quantity of oil in the engine or gearbox, lack of brake fluid, Adblue, or cooling liquid, improper pressure in the tyres, exceeding the permissible load capacity) or the applicable laws and regulations.

107. The Car Rental Company shall be entitled to charge the Renter with the costs of repairing the damage in the events specified above as well as in case of:

107.1. ascertainment of missing accessories of the vehicle, missing parts or documents of the vehicle,

107.2. wear and tear on the vehicle's interior or exterior beyond that resulting from normal use;

107.3. damage occurring due to improper use;

107.4. damage to mirrors, headlights, minor damage to the car body,

107.5. returning the vehicle with a dirty exterior or interior (including a dirty child seat);

107.6. diminished car value after an accident if its cause was attributable to the Renter

107.7. or in case of making of alterations in the vehicle.

108. In the event that the Renter is responsible for damage to the vehicle and Schedule of Fees and Charges provides for the payment of a contractual penalty in compensation for the damage, the penalty shall be paid by the Renter. The Renter will pay all the costs specified in the repair estimate in the following situations:

108.1. if contractual penalty is not provided for in the Schedule of Fees and Charges in a given case;

108.2. if contractual penalty is provided for but the cost of repairing the damage specified in the estimate is lower than contractual penalty .

109. The aforementioned principles of damage settlement do not apply - even if the Renter has purchased Basic, Comfort or Comfort PLUS package, i.e. the principles of damage settlement based on contractual penalties that these packages abolish or limit will not apply - and the Renter shall be liable for the damage (according to the general rules) in full, even if they timely notify the Car Rental Company of the event in question and/or complete all formalities, if:

109.1. the vehicle was driven by a person under the influence of alcohol, drugs or other psychoactive substances;

109.2. traffic regulations were flagrantly violated; the permitted speed limit was exceeded by at least 50 km/h;

109.3. the driver did not have a valid driving license at the time of the traffic incident;

109.4. the incident was caused by improper operation of the vehicle, for example, filling the car with the wrong fuel;

109.5. the incident was connected with a criminal offence or was used as an instrument of a criminal offence;

109.6. the vehicle did not have a valid MOT certificate or was not authorized for use for reasons attributable to the Renter at the time of the incident;

109.7. the incident was caused intentionally or by gross negligence;

109.8. the damage occurred because of misappropriation of the vehicle by the Renter, the User or another person in possession of the rental car (despite the prohibition of transferring the vehicle for use to a person other than the Renter or the User);

109.9. the damage occurred because of the loss of the vehicle, where the Renter did not show that he was not at fault, in particular if the loss occurred due to a breach of the Renter's obligations (e.g. a failure to lock the car, to carefully secure the keys and documents outside the vehicle).

109.10. there are deficiencies on the part of the Renter or the User in the process of settling the claim (in particular, the Renter or the User fails to fulfil the obligations required by the insurer resulting in the impossibility of establishing liability, or resulting in the refusal to pay compensation, or in the impossibility of claiming compensation);

109.11. the incident was caused while the vehicle was being used by a person other than the Renter or the User, despite the prohibition on handing over the vehicle for use to a person other than the Renter or the User;

109.12. the vehicle was used to travel outside the territory of Poland without the Car Rental Company's consent or to travel to countries other than those covered by the consent;

109.13. the driver fled the scene of the accident or collision;

109.14. the car participated in competitions, rallies, races.

110. In the event that the Terms and Conditions or the Schedule of Fees and Charges provides for the payment of contractual penalties, the Car Rental Company shall be entitled to claim, on general terms and conditions, compensation exceeding the amount of the contractual penalty.

#### **INSURANCE OF THE VEHICLE**

111. The vehicle being the subject of the rental is covered by insurance required by generally applicable laws on the basis of a separate contract concluded by the Car Rental Company with the insurer.

112. The Car Rental Company is not obliged to file an insurance claim to the insurer and may claim coverage from the perpetrator of the damage or from the Renter, under these Terms and Conditions and under generally applicable law. If an insurance claim is filed to the insurer, the amount of the claim shall not be paid by the insurance company if the damage is not covered by the insurer or if the Renter has failed to file an insurance claim to the insurer in the manner allowing for payment of compensation or has failed to file an insurance claim to the Car Rental Company within 24 hours after the incident or after noticing the damage by the Renter.

#### **CAR RENTAL COMPANY'S LIABILITY**

113. The Car Rental Company shall be liable towards the Renter for performance of the rental agreement, including defects of the vehicle, in compliance with the provisions of the Civil Code, the provisions of the agreement and these Terms and Conditions, provided always that the Car Rental Company shall not be liable for:

113.1. any damage resulting from improper use of the vehicle by the Renter and by the User;

113.2. any damage resulting from defects of the vehicle, including unauthorized interference with the vehicle and improper use;

113.3. any damage caused by force majeure;

113.4. any damage caused by unauthorized persons or by the User entrusted with using the vehicle by the Renter;

113.5. any objects left and carried by the Renter and by the User or by third parties in the rental car.

114. The total liability of the Car Rental Company under the agreement shall be limited to the amount of PLN 2,000.00 gross., The Car Rental Company is only liable for actual damage. This provision does not apply to the consumer.

115. The Renter shall immediately inform the Car Rental Company of any attempt of a third party to file a claim concerning the vehicle or vehicles hired to them by the Car Rental Company.

116. The Renter may not set off an amount owed by the Renter to the Car Rental Company against debt owed by the Car Rental Company to the Renter.

#### **COMPLAINTS**

117. The Renter may lodge any complaints via electronic mail to the address: [reklamacje@kaizenrent.pl](mailto:reklamacje@kaizenrent.pl), a complaint form template is available at [www.kaizenrent.pl](http://www.kaizenrent.pl), via telephone calling +48 76 727 99 99,

- (weekdays from 8:00 AM to 4:00 PM) or by letter to the address of the registered office of the Company (ul. gen. Józefa Bema 8, 59-300 Lubin).
118. The Car Rental Company shall examine complaints taking into account the provisions of the Civil Code and other generally applicable laws, in particular the Act of 30 May 2014 on consumer rights.

#### DURATION OF THE RENTAL AGREEMENT

119. The Rental Agreement shall be concluded for a definite time.
120. The billing period shall be the day for which the rental rate is charged.
121. It is permissible, with the consent of the Car Rental Company, to renew the rental agreement for a further fixed period or to shorten the duration of the rental under these Terms and Conditions.

#### TERMINATION OF THE AGREEMENT WITHOUT NOTICE BY THE CAR RENTAL COMPANY

122. The Car Rental Company has the right to terminate the rental agreement without notice:
- 122.1. if the Renter is in arrears with the payment of any amounts due and payable to the Car Rental Company for at least 30 days;
- 122.2. in the event of non-performance or improper performance of the Rental Agreement or these Terms and Conditions by the Renter;
- 122.3. if the Renter hands over the vehicle - without the Car Rental Company's consent - to a third party for free use or subletting;
- 122.4. if the Renter fails to inform the Car Rental Company of the vehicle's odometer reading, despite having an obligation to do so, and/or fails to inform the Car Rental Company of the need to carry out a complete vehicle inspection recommended by the manufacturer in due time or the need to have it carried out by ASO in due time;
- 122.5. if the Renter uses the vehicle in a manner incompatible with its intended use;
- 122.6. if the Renter fails to pick up the vehicle within a set deadline;
- 122.7. if the vehicle is seized in the enforcement proceedings towards the repayment of unpaid debts of the Renter or the person to whom the Renter has handed over the vehicle;
- 122.8. if the deposit is not paid or replenished in a timely manner in accordance with these Terms and Conditions;
- 122.9. if the Renter has provided false documents or information to the Car Rental Company;
- 122.10. if there is a suspicion that the rental car may be used to commit an offence.

#### TRANSFER OF THE RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT

123. Without prior consent of the Car Rental Company expressed in writing under pain of nullity, the Renter may not assign all or any part of its rights and obligations under the Rental Agreement to third parties.
124. The Car Rental Company has the right to assign all or any part of its rights and obligations under the Rental Agreement to third parties.

#### PERSONAL DATA

125. The Data Controller of the Renter's and User's personal data shall be: Kaizen Rent S.A. with its registered office in Lubin, ul. Bema 8, 59-300 Lubin, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna, 9th Commercial Division of the National Court Register under KRS number: 0000954956, Tax Identification Number [NIP]: 6922509293 and share capital of PLN 1,585,000.00 fully paid (hereinafter also referred to as the Data Controller).
126. In matters concerning their personal data, the Renter and the User may contact the Data Protection Officer via e-mail: [rodo@kaizenrent.pl](mailto:rodo@kaizenrent.pl) and in a form of a written instrument sent to the address: Kaizen Rent S.A., ul. Bema 8, 59-300 Lubin.
127. The Renter's and the User's personal data shall be processed by the Data Controller:
- 127.1. to take the necessary steps prior to entering into the Rental Agreement (legal basis: Article 6(1)(b) GDPR);
- 127.2. to perform the Rental Agreement (legal basis: Article 6(1)(b) GDPR);
- 127.3. to document the fact of providing the service, under the relevant provisions of tax law, customs law and accounting law (legal basis: Article 6(1)(c) GDPR);

- 127.4. for archiving, that is when processing is necessary for the purposes of the legitimate interests pursued by the Controller in order to establish, investigate or defend against claims (legal basis: Article 6(1)(f) RODO);
- 127.5. to conduct internal audits, internal reporting (legal basis: Article 6(1)(f) GDPR);
- 127.6. to exercise the rights of the Renter and the User, to update the Renter's and the User's personal data (legal basis: Article 6(1)(f) GDPR).
128. The recipients of the Renter's and the User's personal data will be companies providing services commissioned by the Controller, which require data processing, in particular accounting, IT, maintenance, repair, insurance and legal services. The Renter's and the User's personal data may be made available to public authorities to the extent permitted by law.
129. The Renter's and the User's personal data processed in connection with and under the Rental Agreement shall be processed by the Controller for the duration of the agreement, and after termination thereof - for tax purposes - for a period of 5 years, from the end of the calendar year in which the tax obligation arose, with the reservation that the period of storage of personal data of the Renter and the User may be extended from time to time by the period of limitation for claims, if the processing of the personal data is necessary to pursue claims or defend against the claims of the opposing party, which constitutes the legally justified interest of the Controller. After this period, personal data will be anonymized or erased.
130. The Controller does not intend to transfer the Renter's and the User's personal data to a 'third country', i.e. a country outside of the European Economic Area (e.g. India) or to an international organisation.
131. The Renter and the User have the following rights:
- 131.1. the right to obtain access to their data and to obtain a copy thereof;
- 131.2. the right to request from the Controller rectification (correction) of their personal data;
- 131.3. the right to request from the Controller erasure of personal data when the processing is not necessary for compliance with legal obligation;
- 131.4. the right to request from the Controller restriction of data processing;
- 131.5. the right to data portability;
- 131.6. the right to object to the processing of data - where the Controller processes personal data for the purposes of the legitimate interests (legal basis: Article 6(1)(f) GDPR), as described above. In this case, the Controller will cease to process the personal data for these purposes unless they can demonstrate that there are legitimate grounds for the processing which override the interests or fundamental rights and freedoms of the Renter and/or the User, or processing by the Controller is necessary for the establishment, exercise or defence of legal claims.
132. Should the Renter or the User wish to exercise their rights, they should contact the Data Protection Officer (contact details are set out above in these Terms and Conditions).
133. If the Renter or the User finds that the processing of personal data by the Controller violates the provisions of the GDPR, they will have the right to lodge a complaint with the President of the Personal Data Protection Office (to the address of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa)
134. The Renter or the User must provide their personal data to the Data Controller in order to conclude the Rental Agreement. Failure to provide their personal data by the Renter or the User will make it impossible to conclude and perform the Rental Agreement.
135. The personal data will be processed by automated means and will not be profiled.
136. In the event of a change in the data provided to the Car Rental Company, the Renter and the User shall notify the Car Rental Company immediately, but no later than within 7 days after the change. The Car Rental Company may be notified of the change by e-mail: [obsługa@kaizenrent.pl](mailto:obsługa@kaizenrent.pl) or in writing on a form available at the Car Rental Company's branch or rental outlets.
137. If the Renter and the User fail to inform the Car Rental Company on the change of their correspondence address, of the e-mail address or of

the telephone number within the deadline specified in the preceding paragraph, the Car Rental Company shall send the correspondence and shall contact the Renter and the User using the previously indicated correspondence address, e-mail address or telephone number. Correspondence delivered in compliance with the provisions of the preceding sentence shall be considered as delivered correctly.

138. The Car Rental Company shall be entitled to contact the Renter 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 Car Rental Company by the time of receipt of this confirmation.

#### **CAR RENTAL FROM THIRD-PARTY LIABILITY INSURANCE OF THE PERPETRATOR AND ASSISTANCE INSURANCE**

139. If the vehicle is rented as a replacement vehicle because of damage for which the perpetrator's third-party insurer is responsible or if the vehicle is financed by the Assistance operator, the Renter (and not the insurer or the Assistance operator) is the party to the Rental Agreement.
140. However, the insurer or the Assistance operator is obliged - on the basis of separate agreements concluded with the Car Rental Company or on the basis of an authorization to collect compensation granted by the Renter - to settle with the Car Rental Company the rental fee resulting from the Rental Agreement for the authorized rental period by this insurer/ Assistance operator. Settlement of the rental fee with the Car Rental Company shall be effected either by payment (according to the agreements concluded by the Car Rental Company with the insurer or the Assistance operator) or by the transfer of the compensation to which the Renter has authorized the Car Rental Company.
141. If the vehicle is rented as a replacement vehicle because of damage for which the perpetrator's third-party insurer is responsible, the Renter shall grant the Car Rental Company, not later than at the pick-up time, authorization to settle the rental costs with the insurer of the damage perpetrator from the third-party liability insurance. Under such authorization, the Car Rental Company shall be entitled to collect the compensation due to the injured party for the damage suffered in connection with the hire of a replacement vehicle. The compensation transferred to the Car Rental Company by the insurer shall be credited - up to the amount received - against the payment of rental rate and other amounts due under the Rental Agreement.
142. The rental of a replacement 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 authorized by the insurer or by the Assistance operator (thus an obligation of the Renter to return the vehicle to the Car Rental Company arises). The Car Rental Company shall immediately notify the Renter of the authorized rental period. If the Renter wishes to continue using the rental car after the authorization granted by the insurer or Assistance operator ceases to be effective, the Renter is obliged to obtain the consent of the Car Rental Company to extend the duration of the Rental Contract and to pay the car rental fee in advance. Car rental extension requires a document form (e-mail, telephone) or written form as provided for in these Terms and Conditions.
143. The Renter shall cooperate with the Car Rental Company with respect to the issues concerning settlement of the rental fee with the insurer of the perpetrator of the damage covered by the third-party liability insurance and shall submit to the Car Rental Company:
- 143.1. a copy of the statement of the perpetrator of the collision or a copy of the police record confirming liability of the damage perpetrator;
  - 143.2. details of the third-party liability insurance policy of the damage perpetrator (policy number, first name and surname of the perpetrator, Personal Identification Number (PESEL) and address of the perpetrator);
  - 143.3. a copy of the registration document of the damaged vehicle;
  - 143.4. a copy of the order for repair of the damaged vehicle issued by the car workshop performing the repair;
  - 143.5. number of damage claim form sent to the insurer of the perpetrator.
144. The Renter shall pay the rental fee and other amounts due under the Rental Agreement, within 7 days after receiving a call for payment, if:
- 144.1. the insurer or the Assistance operator refuses to pay the amounts due to the Car Rental Company for renting a replacement vehicle;

- 144.2. the insurer refuses to pay any compensation or refuses to pay compensation which is sufficient to cover the full rental fee and other charges under the Rental Agreement;
- 144.3. the Renter revokes the authorization to settle the rental fee with the insurer.

#### **FINAL PROVISIONS**

145. The provisions of the Polish law and in particular the provisions of the Civil Code shall be applicable in issues not governed by the Rental Agreement and these Terms and Conditions.
146. Should any of these Terms and Conditions be considered invalid or ineffective, the provisions of the Polish law shall be applicable.
147. No standard agreements apply to the Rental Agreement concluded between us and you.
148. Any and all disputes arising out of the Rental Agreement shall be subject to the jurisdiction of the Polish common courts.
149. We reserve the right to amend these Terms and Conditions and the Schedule of Fees and Charges at any time. These Terms and Conditions and/or the Schedule of Fees and Charges may also be repealed and replaced with new Terms and Conditions/Appendix. If this is the case, the Terms and Conditions/Schedule of Fees and Charges as of the date of conclusion of the respective Rental Agreement shall continue to apply to Rental Agreements already concluded.
150. The Terms and Conditions (and any amendments hereof) are available on our website <https://kaizenrent.pl/> under the following link "Regulamin Wypożyczalni".

#### **GLOSSARY**

**We** or the **Car Rental Company** - Kaizen Rent S.A. with its registered office in Lubin, ul. gen. Bema 8, 59-300 Lubin, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna, 9th Commercial Division of the National Court Register under KRS number: 0000954956, Tax Identification Number [NIP]: 6922509293 and share capital of PLN 1,585,000.00 fully paid.

**You** or the **Client** or the **Renter** - a person or business entity that hires a car from us (concludes a Car Rental Agreement with us) or places an order (makes a booking) for a car.

**User** - the Renter (in the case of business entities - a person authorized to represent a business entity in accordance with the relevant laws or Deed or By-laws of a given business entity) or a natural person designated by the Renter in the order and the Rental Agreement as the person authorized to pick up and drive the vehicle.

**consumer** - a natural person as referred to in Article 221 of the Civil Code (i.e. a natural person making a legal transaction with an entrepreneur that is not directly related to his/her business activity), as well as a natural person as referred to in Article 3855 of the Civil Code (i.e. a natural person concluding a contract directly related to his/her business activity, when the content of the contract indicates that it is not of a professional nature for him/her, arising in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity).

**document form** - the form of a document within the meaning of the Civil Code (Articles 77<sup>2</sup>-77<sup>3</sup> of the Civil Code), including in particular a text message, an e-mail or a recorded telephone call.

**Schedule of Fees and Charges** - an appendix to these Terms and Conditions containing a summary of penalties and fees;

**working day** - a day other than a Saturday, a Sunday or statutory holiday. If the date provided for in the Rental Agreement does not indicate whether it relates to a working day or to a calendar day, a calendar day shall apply.

**cost estimate** - a calculation of repair cost based on the manufacturer's standards, including in particular the cost of serviceable or replaceable parts and the cost of working hours needed to complete repairs at an hourly rate of PLN 160 net + VAT, with the proviso that vehicles classified according to Eurotax standards as Premium Cars the hourly rate is PLN 350 net + VAT;

**deposit** - an amount specified in the Schedule of Fees and Charges, which is blocked on the Renter's credit or debit card, constituting a security of the Car Rental Company's claims. Pre-authorization is a temporary hold placed on funds on a customer's payment card, without actually debiting the cardholder's account upfront. Any delays in releasing the hold must be reported to and clarified with the Renter's Bank.

**Rental Agreement** - a car rental agreement that is signed between us as the supplier and the Renter.

**Preparation Fee** - a fee payable by the Car Rental Company to the Renter for preparation of each vehicle to be delivered to the Renter.

**Booking Fee** - a fee payable to the Car Rental Company by the Renter upon placing an order (making a booking) for a car and:

- (i) cancelling an order by the Renter less than 48 hours before the rental commencement date or;
- (ii) if the Rental Agreement is not concluded on the date specified in the order as the date of the commencement of the rental for reasons attributable to the Renter, in particular in the situation where the Renter fails to conclude the Rental Agreement despite the order not being cancelled. the Rental Agreement is not concluded on the date specified in the order as the date of the commencement of the rental for reasons attributable to the Renter, in particular in the situation where: (i) the Renter fails to conclude the Rental Agreement despite the order not being cancelled, (ii) the Renter fails to meet the requirements specified in the Terms and Conditions (e.g. the data provided by the Renter cannot be verified; it is not possible to secure a deposit in the required amount).

Thus, if the Renter cancels the order up to 48 hours before the rental commencement date, no Booking Fee is charged to the Renter.

### SCHEDULE OF FEES AND CHARGES of 20 MARCH 2026

Insofar as the obligation indicated in the Table is subject to VAT, the amount given is expressed as a gross value, i.e. VAT is included.

In the event that the contractual penalty specified below is related to damage to the vehicle or non-performance or undue performance of an obligation, it shall apply to the Lessee who is a consumer, if he/she is responsible for the damage or non-performance or undue performance of an obligation.

Section I: Deposits	
A, B, M	PLN 2,000.00
C, D, SUV, VAN, R, N, T	PLN 3,000.00
D Premium	PLN 4,000.00
E, SUV LUX, SUV Premium	PLN 8,000.00
Section II: PACKAGES	
<b>COMFORT PLUS package</b>	
<ul style="list-style-type: none"> <li>exemption from payment of the deposit up to PLN 1.00, Except for classes: E, SUV LUX, and SUV Premium, where the deposit remains reduced to 500.00 PLN.</li> <li>abolition of the contractual penalty for repairing damage to the car (including damage to the glass or tyre) which is not covered by the third-party liability insurance of the perpetrator of the accident.</li> <li>replacement car and towing on the territory of Poland.</li> </ul>	
A, B, M	PLN 99.00 per each day of rental
C, D, D Premium, SUV, N, R, VAN, T	PLN 109.00 per each day of rental
E, SUV LUX, SUV Premium	PLN 169.00 per each day of rental
	a package available for this class of vehicles only upon renewal of the Rental Agreement from the third-party liability insurance / Assistance - PLN 109.00 per one day of rental;
<b>COMFORT package</b>	
<ul style="list-style-type: none"> <li>reduction of the deposit up to PLN 500.00,</li> <li>abolition of the contractual penalty for repairing damage to the car (excluding damage to the glass or tyre) which is not covered by the third-party liability insurance of the perpetrator of the incident.</li> <li>replacement car and towing on the territory of Poland.</li> </ul>	
A, B, M	PLN 79.00 per each day of rental
C, D, D Premium, SUV, N, R, VAN, T	PLN 89.00 per each day of rental

E, SUV LUX, SUV Premium	PLN 139.00 per each day of rental
<b>BASIC package</b>	
<ul style="list-style-type: none"> <li>reduction of 50% of the deposit,</li> <li>reduction by 50% of contractual penalty for repairing damage to the car which is not covered by the third-party liability insurance of the perpetrator of the incident.</li> <li>replacement car and towing on the territory of Poland.</li> </ul>	
A, B, M	PLN 39.00 per each day of rental
C, D, D Premium, SUV, N, R, VAN, T	PLN 49.00 per each day of rental
E, SUV LUX, SUV Premium	PLN 59.00 per each day of rental
Section III: FEES FOR ADDITIONAL SERVICES AND ACCESSORIES	
Preparation Fee	PLN 1.00
Premium package:	PLN 699.99
<ul style="list-style-type: none"> <li>Permit to travel abroad to 18 EU and Schengen countries (Zone)</li> <li>Final car wash (FREE OF CHARGE)</li> <li>Filling up with fuel</li> </ul> (This package is not available for T, R or N classes, and does not include upholstery cleaning)	
Premium BUS Package:	PLN 899.99
<ul style="list-style-type: none"> <li>Permit to travel abroad to 21 EU and Schengen countries (Zone I and Zone II)(permission for this zone is granted only for R and R Automatic classes)</li> <li>Final car wash (FREE OF CHARGE)</li> <li>Filling up with fuel</li> </ul> (Upholstery cleaning is not included)	
YOUNG DRIVER package (for drivers under the age of 23)	PLN 29.99 per each day of rental
SENIOR package (for drivers over the age of 70)	PLN 29.99 per each day of rental
Final washing of the vehicle	a vehicle other than a VAN or BUS - PLN 79.99 a VAN or BUS - PLN 99.99
Picking up and dropping off the vehicle outside the working hours of the branch or rental outlets	PLN 99.99
Dropping off the vehicle in another branch or rental outlets	PLN 249.99
Fee for designating an additional User in the agreement	PLN 19.99 for one User per one day of rental
Fee for the consent to use the car outside the territory of the Republic of Poland (Poland) - Zone I	PLN 299.00 for the whole rental period
Fee for the consent to use the car outside the territory of the Republic of Poland (Poland) - Zone II (the permit for this zone is granted for R and R automatic car classes only)	PLN 399.00 for the whole rental period
Fee for the consent to use the car outside the territory of the Republic of Poland (Poland) - Zone III	According to the rate specified in the agreement with the Insurance Company, Broker or Intermediary
Fee for picking the vehicle up or dropping it off outside the branch or rental outlets - lump sum and cost of transport within the limits of the city where the Car Rental Company's branch or rental outlets is located	PLN 49.99
Fee for picking the vehicle up or dropping it off outside the branch or rental outlets - lump sum and cost of transport outside the	PLN 49.99 + PLN 1.00 per 1 km (one-way)

limits of the city where the Car Rental Company's branch or rental outlets is located	
Fee for picking the vehicle up or dropping it off outside the branch or rental outlets - lump sum and cost of transport to the Meet&Greet point Group 1	PLN 39,99
Fee for picking the vehicle up or dropping it off outside the branch or rental outlets - lump sum and cost of transport to the Meet&Greet point Group 2	PLN 69,99
Fee for picking the vehicle up or dropping it off outside the branch or rental outlets - lump sum and cost of transport to the Meet&Greet point Group 3	PLN 99,99
Baby seat: 0 - 13 kg	PLN 29.99 per each day of rental
Child seat: 9 - 36 kg	PLN 24.99 per each day of rental
Booster seat	PLN 19.99 per each day of rental
GPS Navigation	PLN 19.99 per each day of rental
Wi-Fi router	PLN 19.99 per each day of rental
Snow chains	PLN 19.99 per each day of rental
Refuelling fee (allows for returning the vehicle with the tank partially filled)	Depending on the class of car: A, B, SMALL SUV - PLN 359.99
	C, MEDIUM SUV, LARGE SUV, VAN - PLN 449.99
	D, D PREMIUM, E, SUV LUX, SUV Premium - PLN 559.99
	R - PLN 699.99
Excess kilometre charge	PLN 1.00 for each kilometre
Booking Fee	the amount corresponding to the rental fee for one day
<b>Section IV: CONTRACTUAL PENALTIES</b>	
<b>Contractual penalty to compensate for damage to a car that is not covered by the third-party liability insurance of the perpetrator:</b>	
A, B, M	PLN 2000.00
C, D, SUV, VAN, R, N, T	PLN 3000.00
D Premium	PLN 4,000.00
E, SUV LUX, SUV Premium	PLN 8,000.00
Contractual penalty for delayed handover of the vehicle for reasons attributable to the Renter	PLN 70.00
Contractual penalty for the lost or unreturned car park tickets at airports, railway stations, etc.	PLN 100.00
Contractual penalty for transporting animals	PLN 500.00
Contractual penalty for smoking cigarettes or e-cigarettes in the vehicle	PLN 500.00
Contractual penalty for making the car available to a person not authorized to drive the vehicle under the agreement	PLN 500.00
Contractual penalty for failure to return the insurance policy, lost or destroyed number plate	PLN 320.00
Contractual penalty for failure to return the vehicle registration document	PLN 600.00
Contractual penalty for failure to provide supporting pictures and documents in case of damage	PLN 320.00
Contractual penalty for the return of a vehicle with missing accessories, e.g. a car warning triangle or other items	PLN 300.00

Contractual penalty for failure to return the infant seat, the child seat or the booster seat or for returning damaged seats	PLN 200.00
Contractual penalty for locking your car keys in the car	PLN 200.00
Contractual penalty for missing car keys or remote controller	PLN 2,000.00
Contractual penalty 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
Contractual penalty for missing or damaged luggage compartment roller blind	PLN 3,000.00
Contractual penalty for missing or damaged luggage compartment cover	PLN 1,000.00
Contractual penalty for missing or damaged boot floor	PLN 1,000.00
Contractual penalty for missing or damaged seats. Each seat	PLN 4,000.00
Contractual penalty for omissions that prevent the timely performance of a technical inspection or periodic inspection/overhaul repair (e.g. failure to notify the Car Rental Company of the need for such a technical inspection or periodic inspection/overhaul repair or notifying the Car Rental Company too late to be able to carry it out in the ordinary course of business.	PLN 4,000.00
Contractual penalty for using the vehicle without a valid technical inspection or after exceeding the kilometre limit for the periodic inspection/overhaul repair or after the expiry of the overhaul deadline.	PLN 4,000.00
Contractual penalty for towing another vehicle	PLN 500.00
Contractual penalty for using the car to travel outside the territory of the Republic of Poland without the Car Rental Company's consent, where obtaining such consent is possible	PLN 1,000.00
Contractual penalty for using the car to travel outside the territory of the Republic of Poland within the countries where consent cannot be obtained as specified in the Terms and Conditions	PLN 10,000.00
Contractual penalty for filling the car with the wrong fuel	PLN 3,000.00
Contractual penalty for a delay in the return of the vehicle	300% of the daily rental rate for each commenced hour
Contractual penalty for disclosing the Renter's or the User's data to an authorized entity, in particular in the event of a request from law enforcement authorities or in connection with a request to settle fees (including tolls) or other charges relating to the duration of the vehicle rental.	PLN 90.00
Contractual penalty for final refuelling - when the car is returned with less fuel in the tank than previously agreed	PLN 100.00 + PLN 7.00 per each litre of fuel
Contractual penalty for returning a car with dirty upholstery, either in whole or in part, requiring special cleaning:	
driver's seat	PLN 100.00
passenger seat	PLN 100.00
rear bench seats	PLN 200.00
headliner	PLN 200.00

boot	PLN 200.00
floors	PLN 100.00
whole upholstery	PLN 500.00
Contractual penalty for returning a car with a dirty infant car seat, child seat, or booster.	PLN 100.00
Contractual penalty for returning a car dirty on the outside.	a vehicle other than a BUS, VAN - PLN 150.00 a BUS, VAN - PLN 200.00
Contractual penalty for returning a car dirty on the inside (e.g., food or drink packaging left behind, or large amounts of sand, mud, or dirt).	PLN 150.00
Contractual penalty for failure to return the snow chains	PLN 100.00

Any further markings after the letter designating the segment (class) of the vehicle are irrelevant for the determination of the class (e.g. C+ indicates that the vehicle is assigned to class C; D+ AUT indicates that the vehicle is assigned to class D).