

STANDARD RENTAL TERMS AND CONDITIONS effective from 01.05.2019 V.16

The Renter ("Sixt") rents a car ("Car") described in detail in the Rental Agreement ("Agreement") to the Rentee under the terms and conditions described below ("Terms and Conditions"), and the Rentee accepts the Terms and Conditions constituting the basis of the rental relationship. The Terms and Conditions accepted by the Rentee shall also apply if the Car is changed during the term of the Agreement, as well as in the event of a subsequent amendment to the Standard Terms and Conditions, provided that the amended to the Terms and Conditions is delivered to the Rentee.

1. Car Rental

1.1. The Car rented to the Rentee is clean and in good condition, it has complete equipment, documents and a single set of keys, it is in good working order, with no physical or legal defects, with a tank full of fuel; it is a third-party liability insurance.

1.2. The Rentee shall check thoroughly the condition of the rented Car and confirm this condition by signing the Agreement. Any objections as to the condition of the Car that may be established by the Rentee should be reported to the Renter before leaving the parking place.

2. Car Return

2.1. At the end of the rental, the Rentee shall return the Car with its tank full of fuel (not applicable to persons who have purchased the Prepaid Fuel service referred to in Paragraph 5.3), at the place and on the date specified in the Agreement, and sufficiently clean to be immediately available for inspection of its actual condition. Otherwise, the Renter reserves the right to wash the Car before it is checked.

2.2. If the Car is returned to another Sixt rental point in Poland than the one where it was rented, the Rentee shall pay the One Way fee in accordance with the Additional Fee Table. A return of the Car to other Sixt branch in Europe is evaluated each single time at the offer/booking stage.

2.3. The Rentee shall notify the Renter in advance of any changes of the Car return place or date indicated in the Agreement in order to obtain acceptance. The Renter, in response to the above, shall:

- confirm an amount of the One Way additional fee on this account,
 - due to the fact that an amount of a daily rent rate depends on the duration of the Agreement, the Renter shall update the applicable daily rent rate. Lack of information about the extended use of the car, which causes charging the next day will result in additional charges depending on the current rate.
- 2.4. The Rentee shall verify, with care required from an average consumer, together with a Sixt employee, the Car condition at the time of its return and sign a report in a mobile application.
- 2.5. The Car shall be returned exclusively to the employee's hands after signing the report in the mobile application.
- 2.6. If the Car is abandoned by the Rentee, i.e. it is returned in breach of the provisions of Paragraphs 2.1 to 2.5, the Rentee shall be liable for damage to the Car until the Renter has learnt about the fact of abandoning the Car and its location, and until it is able to collect it, taking into account working hours applicable to employees of the nearest Sixt branch (opening hours are placed on www.Sixt.pl). The rental agreement shall be terminated when it is possible to pick up the Car according to the procedure described in the preceding sentence.
- 2.7. Having completed the rental, the Rentee shall return the Car as well as the keys, documents and other equipment issued therewith, in a non-deteriorated condition; however, the Rentee shall not be responsible for normal wear and tear of the Car resulting from its proper use. For each day of the Car immobilization due to a failure to return the keys or documents, the Renter has the right to charge the Rentee with a stipulated penalty in the amount of a daily rental rate for this Car.

3. Terms of Car Use.

- 3.1. The Rentee shall take special care of the Car, including:
- park the Car in guarded car parks, if possible;
 - not leave the Car documents in the Car after leaving the vehicle;
 - lock the Car whenever the driver leaves it;
 - use all security devices that the Car is equipped with;
 - absolutely refrain from smoking tobacco in the Car and using other substances that give off any odour.
- 3.2. The Car shall not be used:
- for carriage of a larger number of people or weight of cargo than specified in the Car registration document;
 - for subrental;
 - to start or tow other cars, trailers or other objects;
 - in a way that is inconsistent with properties and intended use of the Car, in particular, in races, rallies or competitions;
 - in violation of applicable laws, e.g. customs, traffic or other regulations, if the violation is to the benefit of the Rentee;
 - when the Car driver is under the influence of alcohol, hallucinogenic medicines, drugs, barbiturates or other substances that impair the awareness and ability to react;
 - without the Renter's consent confirmed in writing or by email, in countries to which Entry Restrictions apply, i.e. in Romania, Bulgaria and non-EU countries - with the exception of the Schengen area. A trip to Lithuania, Latvia, Estonia is forbidden with Car brands like Volkswagen, Mercedes, BMW, Volvo, Land Rover, Jaguar, Audi (does not apply to SVMR, FVMR car group).
 - in geographical areas where the Car use was prohibited by the Renter at the moment of the rental;
 - in geographical areas affected by a natural disaster or under a martial law or a state of emergency;
 - to transport animals (it is allowed to transport animals, provided that the Car is protected against dirt and damage) as well as objects and materials that may make the Car interior dirty.

3.3. A driver of the rented Car must meet the following requirements:

- a minimum age of 19 years and a driving licence valid for at least one year for vehicles from groups M and E;
- a minimum age of 21 years and a driving licence valid for at least two years for vehicles from groups C and I;
- a minimum age of 25 years and a driving licence valid for at least three years for vehicles from the remaining groups;
- the driver may be a person other than the Rentee only if personal details of this person have been included in the Agreement and a fee was paid on this account according to the Additional Fee Table;
- each driver under the age of 23 shall be charged with a Young Driver fee according to the Additional Fee Table;
- the driver may be a person who has a driving licence issued in countries not mentioned in the Convention on Road Traffic (Journal of Laws of 24 February 1998, No. 5, item 40, as amended by item 44) only if the person has an international driving licence. The Renter shall verify whether the condition provided for in the preceding sentence has been met when concluding the Agreement.

3.4. The Renter reserves the right to terminate the Agreement and collect the Car immediately if it is established that the Car is used at variance with the Terms and Conditions, as well as in the case where the established circumstances justify a suspicion of a Car theft or its appropriation by the Rentee. In the case described in the preceding sentence, the Rentee agrees to Sixt providing a declaration on termination of the Agreement by email or in the form of a text message sent to the address or number indicated by the Rentee. Costs of the Car collection, necessary for taking it to the place of return specified in the Agreement, shall be charged to the Rentee in accordance with the Additional Fee Table.

4. Payments

4.1. Payment for the rental shall be made after the Car has been checked and the Agreement accounted for by Sixt. An amount due is a sum of the rent under the Agreement, additional fees specified in the Terms and Conditions and charges independent of Sixt, incurred during the rental by fault of the Rentee and not paid thereby, e.g. a lost parking ticket, etc., which Sixt settles in place of the Rentee (excluding traffic tickets). Payment for the rental shall be made once the rental has been completed by collecting a sum from the Rentee's credit card account (acceptable embossed debit card while renting cars from Mini, Economy, Compact and Intermediate group), after Sixt has blocked a gross amount of security, by bank transfer or electronic payment (e.g. PayU) - the final payment form shall be specified in the Agreement.

4.2. The security shall occur on the day of rental commencement and shall consist in the blocking of an amount including:

- the rent determined by the Agreement for the entire rental period declared by the Rentee;
- interest-free deposit with regard to car group:

car group	credit card	second credit card
M***, C***	162,60 EUR net 200 EUR gross	- -
, S	243,90 EUR net 300 EUR gross	- -
F***, P***	406,50 EUR net 500 EUR gross	122 EUR net 150 EUR gross
, X	813,00 EUR net 1 000 EUR gross	122 EUR net 150 EUR gross

4.3. When renting vehicles of the classes: F***, P***, L***, X***, the Rentee shall have and provide two active credit cards issued for the Rentee. The security referred to in the preceding Paragraph shall be made on each card.

4.4. Invoices and other accounting documents may be sent electronically to the email address provided by the Rentee.

5. Additional Fees and Services

5.1. All fees are given in PLN or EUR; however, if a fee is given in EUR, it shall be converted into PLN according to an average exchange rate of the National Bank of Poland of the day preceding the final day of the Agreement.

5.2. Within the period from 1 November to 31 March, the Renter shall equip the Car with winter tires; therefore, an amount specified in the Agreement shall be added to the rent for the use of the winter tires.

5.3. In the case where the Car is returned with the fuel tank that is not full, the Renter shall charge the Rentee with costs of the service of filling up the missing amount of fuel according to the Additional Fee Table. When concluding the Agreement, the Rentee may purchase the Prepaid Fuel service according to the Additional Fee Table, which excludes the requirement to return the Car with its tank full of fuel.

5.4. The Rentee may book the service of providing or collecting the Car to and from the Rentee for an additional fee according to the Additional Fee Table, provided that they provide in advance a credit card number and complete personal data and contact details of a person named as the payer.

5.5. In the case of a decision to cancel a booked rental, the Rentee shall inform Sixt about it during Sixt's working hours but not later than 24 hours prior to the scheduled time of picking up the Car. Otherwise, Sixt has the right to charge the Rentee with a stipulated penalty in an amount corresponding to the deposit (Paragraph 4.2.b).

5.6. The Rentee may book the car rental service outside the opening hours of a Sixt branch according to the Additional Fee Table, provided that they provide in advance a credit card number and complete personal data and contact details of a person named as the payer. In the case of a decision to cancel the service, the Rentee shall inform Sixt about it not later than at the time when the Sixt branch closes. Otherwise, the Renter reserves the right to charge the payer with the service fee.

5.7. A trip to countries to which Entry Restrictions apply is possible only with a prior consent of the Renter (and after the Rentee has purchased an insurance required by regulations of a given country). In the event of a trip to countries to which Entry Restrictions apply without the Renter's consent, the Rentee shall pay a stipulated penalty in the amount of five times the daily rent rate for each day when the Car stays abroad. Payment of the stipulated penalty shall neither exclude the Renter's rights under Paragraph 3.4 nor limit the Renter's claims resulting from possible damage to or loss of the Car.

5.8. Along with the conclusion of the Car Rental Agreement, the Parties conclude a rental agreement for a radio installed in the Car. A rent for the radio is included in the rent for the Car.

5.9. The Rentee shall pay the Renter a stipulated penalty of EUR 500 net (EUR 615 gross) in each case when the Renter establishes a breach of the provisions of Subparagraph 3.1.e or Subparagraph 3.2.j, of the Terms and Conditions.

5.10. The Rentee shall control the Car's mileage on their own. Whenever a message appears on the Car's display about an approaching periodic inspection or when the Car's mileage approaches the level indicated on the vehicle key ring, the Rentee shall contact Sixt for technical inspection. In the event of a failure to fulfil the obligation referred to in the preceding sentence, the Renter has the right to charge the Rentee with a stipulated penalty in the amount of 10% of the Car's value.

5.11. In each case of a failure to fulfil an obligation described in the Terms and Conditions or in the Agreement, the Renter has the right to claim a stipulated penalty in a specified amount; the Renter may also claim damages from the Rentee, exceeding the amount of the stipulated penalty.

6. Renter's Liability

6.1. The Renter shall not be liable to third parties for any claims for damages resulting from damage caused by the Rentee or a person driving the Car during the rental period.

6.2. The Renter shall bear no responsibility for things transported, lost or left in the Car. In particular, the Rentee acknowledges that things left in the Car shall not be covered by a storage contract in which the Renter would be the depositary.

7. Damage, Technical Failure, Theft.

7.1. In the event of damage to or a technical failure of the Car, the Rentee shall secure the Car or remains thereof and immediately provide the Renter with all information regarding the Car condition and where it is parked.

7.2. The Rentee shall not be authorized to carry out any Car repairs without a prior notice and consent by the Renter.

7.3. In the event of damage to the Car for reasons attributable to an unknown third party, the Rentee shall take all necessary actions to determine the perpetrator and secure evidence that may contribute to determining the perpetrator's responsibility.

7.4. In the event of theft/damage to the Car for reasons attributable to a known third party, the Rentee shall:

- notify the Renter immediately of any Car accident or damage;
- not accept third-party claims;
- call the Police to the place of the event and hand over the Police's report to the Renter;
- provide the Renter with a complete and confirmed printout of the theft/ accident report or a complete and signed statement of the perpetrator and, if possible, full data of the known third party and witnesses to the accident as well as a detailed description of the incident;
- provide all necessary assistance to the Renter and its insurance companies in pursuing all claims or in court cases in connection with the accident, damage of theft.

7.5. In the event of the Lessee not delivering the documents referred to in p. 7.4.d), the Lessee will pay Sixt a contractual penalty in the net price of the rented Car paid by Sixt.

8. Conditions Limiting the Rentee's Liability.

- 8.1. The following products shall limit the Rentee's liability:
- Collision Damage Waiver (hereinafter referred to as "CDW"), alternatively completed with Top Cover or Super Top Cover, shall limit the Rentee's financial liability for damage up to the value of a deductible relevant to CDW. Top Cover or Super Top Cover, provided in the Agreement. In this case, the limitation of liability shall not cover damage to the Car's wheels, windows, side mirrors, wipers, interior and chassis as well as soiling of the Car causing permanent damage to the paintwork or its interior and damage to the key;
 - Glass and Tire Coverage (hereinafter referred to as "GT") shall limit the Rentee's financial liability for damage to the Car's wheels, windscreen, side screens and mirrors up to the value of a deductible relevant to GT, provided in the Agreement;
 - Theft Protection (hereinafter referred to as "TP"), alternatively completed with Top Cover Theft Protection (hereinafter referred to as "TCTP") shall limit the Rentee's financial liability for theft of the Car up to the value of a deductible relevant to TP, provided in the Agreement;
 - Personal Accident Insurance (hereinafter referred to as "PAI") shall provide additional financial protection for people traveling by the Car against personal injury up to the sum insured, specified in the Agreement;
 - Roadside Protection (hereinafter referred to as "RP") - assistance protection with guaranteed assistance to the Rentee within a maximum of 8 hours from reporting the Car's failure.

8.2. In the case of deliberate destruction of the Car by the Rentee (or a person referred to in Paragraph 3.3.d) or a breach of the conditions of limitation of the Rentee's liability, the Rentee shall be fully liable for the damage caused thereby to the Renter or a third party, also in the case where the Rentee has purchased a product limiting such liability.

9. Third-Party Liability Insurance.

The Renter declares that the Car has a third-party liability insurance valid in the Republic of Poland and countries to which Entry Restrictions do not apply. Confirmation of entering into the Insurance Contract is enclosed to the Car documents.

10. Personal Data.

10.1. Please note that the controller of your personal data is the Renter, i.e. Eurorent Sp. z o.o. with its registered office in Warsaw (03-977) at 9 Arabska Street. In Sixt, a Data Protection Officer has been appointed: email: IOD@sixt.pl; address for correspondence: as above. The personal data you have provided shall be processed by Eurorent for purposes relating to the implementation of this Agreement, including the financial security relating to its conclusion, under Article 6(1)(f) of the Regulation of the European Parliament and of the Council (EU) 2016/679 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 referred to as the GDPR, in order to carry out financing reporting pursuant to Article 6(1)(c) of the GDPR, in order to recover and secure any claims under Article 6(1)(b) of the GDPR, as well as for direct marketing of Eurorent's own products or services based on Article 6(1)(f) of the GDPR and in order to send electronically commercial information from the Renter and its business partners in the case of a separate consent under Article 6(1)(a) of the GDPR. Please be advised that on the basis of a separate consent, i.e. under Article 6(1)(a) of the GDPR, your location data shall also be processed via a built-in car position monitoring device in order to use them in the event of the vehicle theft or use contrary to the terms of the Agreement. A legitimate interest of the data controller is direct marketing of its products or services. Your personal data shall be stored for the duration of the Agreement and after termination thereof, for a period necessary to pursue claims, if any. You have the right to request access to and rectification, erasure or restriction of processing of your personal data, as well as the right to object to the processing and the right to data portability. You may withdraw the consent you have given at any time. Such withdrawal of the consent does not affect the lawfulness of the processing carried out on the basis of your consent before its withdrawal. You also have the right to lodge a complaint with a supervisory authority if your personal data are processed at variance with the provisions of the GDPR. Providing of your personal data shall be a condition for the conclusion of this Agreement, and a failure to do so shall enable us to conclude it. Your personal data may be disclosed to employees or associates of the data controller as well as entities providing support to the controller within the framework of outsourced services and in compliance with agreements for data processing. Moreover, the recipient of your personal data shall be entities belonging to the Sixt group of companies with their head offices in EU countries (EEA countries). Your personal data will be transferred to third countries in which entities of the Sixt group have their head offices - due to the lack of a decision of the European Commission defining an appropriate level of protection - the controller shall apply measures to compensate for the lack of personal data protection by providing adequate security for your data personal data by means of binding corporate rules approved by the President of the Office for Personal Data Protection. You can receive copies of your personal data transferred to a third party by sending an appropriate message to Sixt. Please note that your personal data shall not be profiled.

10.2. Personal data of the Rentee or a person driving the Car shall be transferred by the Renter upon all requests of public administration bodies (including law enforcement authorities), as well as the lessor/bank (car owner/co-owner) in connection with the body's inquiry made as a result of an alleged/committed crime/misdemeanour or administrative delict during the term of the Car rental. For each case of transfer of personal data in accordance with the previous sentence payment of a fine on behalf of the Lessee, the Rentee shall pay a net amount of EUR 50 (61.5 EUR gross) as remuneration for the Renter for providing the information/service of the fine.

11. Court Seat and Jurisdiction, Final Provisions.

The law of the Agreement shall be Polish law. Any disputes that may arise in connection with the Agreement shall be subject to resolution by the competent common court. Any amendments to the Terms and Conditions may be made in writing, by text message, phone or email (including without a qualified electronic signature). For the effectiveness of amendments introduces by email, they shall be accepted by the other party, where the acceptance may be expressed in any form. In the event of discrepancies between translations of the Terms and Conditions, the Polish version shall prevail.

12. Rentee's Statements:

12.1. By signing the Terms and Conditions, the Rentee confirms that he has received the Terms and Conditions before concluding the rental agreement, has read them and knows the scope of his responsibility for the Car.

12.2. The Rentee agrees to receiving commercial information by email in the form of a newsletter to the email address provided in the Agreement. YES NO

12.3. The Rentee hereby consents to the Renter transferring their personal data, including the email address, to third parties being business partners of the Renter, for the purpose of sending commercial information by electronic means. YES NO

13. Complaints

13.1. A complaint can be lodged by mail to the following address: Eurorent sp. z o.o., ul. Arabska 9, 03-977 Warszawa, or by email to the address: customerservice@sixt.pl. In the complaint, the Rentee shall provide a number of the agreement, the date when it was concluded and the car's details (make and registration number) as well as shall describe the problem briefly. Sixt shall respond to the complaint within 30 days of its receipt. However, if there are any deficiencies in the complaint, Sixt shall request the Rentee, within 7 days of receiving the letter of complaint, to correct the deficiencies. Once the Rentee has corrected the deficiencies of the complaint, Sixt shall respond thereto within 30 days of receiving a letter with the completed complaint.

13.2. The Customer may use out-of-court methods for handling complaints and pursuing claims arising from the agreement. For this purpose, the Customer may turn, in particular but not exclusively, to a conciliator in conciliation proceedings, a mediator, a locally competent ombudsman for consumer rights, a competent local inspectorate of a trade inspection, etc.

13.3. Communication with Eurorent can be carried out:

- by mail to the address: ul. Arabska 9, 03-977 Warszawa;- by phone at +48 225 111 555;- by email to the address: customerservice@sixt.pl.

- by contact form on the www.sixt.pl website.

Additional Fee Table	net	gross
Charge for one day of driving the vehicle by an additional driver (for 10 days max)	8,00 EUR	7,38 EUR
Young Driver surcharge	9,00 EUR	11,07 EUR
Charge for a day rental of a satellite navigation system (for 14 days max)	10,00 EUR	12,30 EUR
Child seat/ Support frame surcharge	25,00 EUR	30,75 EUR
One Way fee	30,00 EUR	36,90 EUR
Charge for delivery/collection of the car within city limits	15,00 EUR	18,45 EUR
Charge for each additional km in delivery/collection of the vehicle outside city limits	1,50 EUR	1,85 EUR
Charge for rental outside the rental location's opening hours	30,00 EUR	36,90 EUR
Charge for 1 litre of fuel after return with an unfilled fuel tank	2,50 EUR	3,08 EUR
Charge for a full fuel tank payable in advance (price per litre)	0,99 EUR	1,22 EUR
Charge for a day rental of Internet to go (for 14 days max)	9,00 EUR	11,07 EUR
Lost parking ticket! Fee	25,00 EUR	30,75 EUR
Charge on the base rental amount for rentals at airports	12%	12% + VAT

(Signature)