

**STANDARD RENTAL TERMS AND CONDITIONS Eurorent Sp. z o.o. with its registered office in Warsaw (03-977) at ul Arabska 9 (Sixt Polska - franchisee of SIXT GmbH); Terms and Conditions applicable as of 10.06.2022. V.24.**

The Renter rents the Rentee the Car described in detail in the Rental Agreement ("Agreement") under the terms and conditions described below ("Terms and Conditions"), and the Rentee accepts the Terms and Conditions forming the basis of the rental relationship between the Parties. 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 Terms and Conditions are 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 has third-party liability insurance.
- 1.2. The Rentee is obliged to familiarize themselves thoroughly with the condition of the rented Car and confirm its condition by signing the Agreement. Any reservations as to the condition of the Car should be reported to the Renter before leaving the parking space.

### **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 or Flexi Fuel service, subject to 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.
- 2.2. Returning the Car at a different place or on different date than that specified in the Agreement may result in charging additional fees and changing the rental rate. Therefore, if the Rentee intends to return the Car at a different place or on a different date than that specified in the Agreement, they should inform the Renter about it in advance in writing. In response, the Renter shall confirm the additional fee amount and update the applied daily rental rate.
- 2.3. The Rentee may return the Car at the Renter's different branch than the branch where the Agreement was signed against the payment of a Domestic One Way fee according to the Additional Fee Table.
- 2.4. The Rentee may return the Car outside Poland at a Sixt point in Europe against the payment of a fee determined at the offer/booking stage. The absence of the determined fee results in the obligation to pay an additional Foreign One Way fee according to the Additional Fee Table.
- 2.5. If the Rentee fails to inform the Renter about returning the car on a different date or at a different location than that specified in the agreement, an additional Flexi Return fee may be charged according to the Additional Fee Table.
- 2.6. The Rentee shall verify, with the care required from an average consumer, together with the Renter's employee, the Car's condition at the time of its return and shall sign a report in a mobile application.
- 2.7. The Car shall be returned exclusively to the employee's hands after signing the report in the mobile application.
- 2.8. 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 any damage to the Car until the Renter learns about the fact of abandoning the Car and its location, and until the Renter is able to collect it, taking into account the working hours applicable to employees of the Renter's nearest branch (the opening hours of the branches are available at [www.Sixt.pl](http://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.
- 2.9. Having completed the rental, the Rentee shall return the Car as well as the keys, documents and other equipment (child seat, child booster and navigation, if hired together with the car) issued therewith, in a non-deteriorated condition; however, the Rentee shall not be responsible for the Car's normal wear and tear resulting from its proper use.
- 2.10. For each day of the Car's immobilization due to a failure to return the keys or documents, the Renter shall have the right to charge the Rentee with a stipulated penalty in the amount of a daily rental rate for the Car.

### **3 Terms of Car Use**

- 3.1. The Rentee shall take special care of the Car, including:

- a) park the Car in guarded car parks, if possible;
  - b) not leave the Car's documents in the Car when leaving the vehicle;
  - c) lock the Car whenever the driver leaves it;
  - d) 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:
    - a) for the carriage of a larger number of people or weight of cargo than specified in the Car's registration document;
    - b) for subrental;
    - c) to start or tow other cars, trailers or other objects;
    - d) in a way that is inconsistent with the Car's properties and intended use, in particular, in races, rallies or competitions;
    - e) in violation of applicable laws, e.g. customs, traffic or other regulations, if the violation is by the Rentee's fault;
    - f) when the Car's driver is under the influence of alcohol, hallucinogenic medicines, drugs, barbiturates or other substances that impair the driver's awareness and ability to react;
    - g) without the Renter's consent confirmed in writing or by email in countries to which an Entry Restriction applies, i.e. in Romania, Bulgaria and non-EU countries, with the exception of the Schengen area. It is forbidden to travel to Lithuania, Latvia, Estonia by cars of the following makes: Volkswagen, Mercedes, BMW, Volvo, Land Rover, Jaguar, Audi (it does not apply to the SVMR and FVMR groups).
    - h) to travel in geographical areas affected by a natural disaster or under martial law or a state of emergency;
    - i) to transport animals and objects that may soil or damage the Car's interior unless the Renter secures the Car's interior.
  - 3.3. A driver of the rented Car must meet the following requirements:
    - a) the minimum age of 19 years and a driving licence valid for at least one year for vehicles from groups M and E;
    - b) the minimum age of 21 years and a driving licence valid for at least two years for vehicles from groups C and I;
    - c) the minimum age of 25 years and a driving license valid for at least three years for vehicles from the remaining groups;
    - d) the driver may be a person other than the Rentee only if their personal details have been included in the Agreement and a fee has been paid on this account according to the Additional Fee Table.
    - e) each driver under the age of 23 shall be charged with a Young Driver fee according to the Additional Fee Table.
    - f) 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 1988, No. 5, item 40, as amended) 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 before 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 the Renter 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 collecting the Car necessary for taking the Car to the place of return specified in the Agreement shall be charged to the Rentee according to the Additional Fee Table.
- ### **4. Payments.**
- 4.1. The payment for the rental shall be made after the Car has been checked and the Agreement accounted for by Renter. An amount due is a sum of the rent under the Agreement, additional fees specified in the Terms and Conditions and charges independent of the Renter, incurred during the rental by the Rentee's fault and not paid thereby, e.g. a lost parking ticket, etc., which the Renter settles in place of the Rentee (excluding traffic tickets). The payment for the rental shall be made once the rental has been completed by collecting a sum from the Rentee's credit card account (it is allowed to use a raised debit card to pay for the rental of Mini, Economy, Compact, Intermediate cars) once the Renter has blocked the gross security amount.
  - 4.2. The security shall be established on the day of the rental commencement and shall consist in blocking of an amount including:
    - a) the rent specified in the Agreement for the entire rental period declared

by the Rentee;

b) an interest-free deposit in an amount depending on the car group:

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

4.3. When renting vehicles of the F\*\*\*, P\*\*\*, L\*\*\*, X\*\*\* classes, the Rentee should hold 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. The Rentee agrees to receive invoices and other documents in electronic form to the email address provided thereby.

#### 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 as of the day preceding the final day of the Agreement.

5.2. Within the period from 1 November to 31 March, the Renter shall adapt the Car to winter conditions; therefore, a fee in the amount specified in the Agreement (Winter Package) shall be added to the rent amount.

5.3. If the Car is returned with its fuel tank not full, the Renter shall charge the Rentee with costs of the service of filling up the missing 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. The Rentee may purchase the Flexi Fuel service. The Rentee covers the cost of fuel and refuelling service according to the Additional Fee Table.

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 the Rentee provides a credit card number and complete personal and contact details of a person named as the payer in advance.

5.5. A trip to countries to which an Entry Restriction applies is possible only with the Renter's prior consent (and after the Rentee has purchased insurance required by regulations of a given country). In the event of a trip to countries to which an Entry Restriction applies without the Renter's consent, the Rentee shall pay a stipulated penalty in an amount of five times the daily rent rate for each day when the Car stays abroad. The 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.

5.6. Along with the conclusion of the Car Rental Agreement, the Parties shall conclude a rental agreement for a radio installed in the Car. A rent for the radio is included in the rent for the Car. The Renter may rent a child seat, child booster or navigation for an additional fee in accordance with the rental agreement.

5.7. The Rentee shall pay the Renter a stipulated penalty of EUR 500 net in each case when the Renter establishes a breach of the provisions of Subparagraph 3.1.d or Subparagraph 3.2.i of the Terms and Conditions.

Car group	Amount
EDMR, MCMR	4 700,00 PLN
CDAR, CDMR, CLAR, CLMR, CWAR, CWMR, CCCC	8 500,00 PLN
SDAR, SFAR, SWAR, SVAR, SDMR, SFMR, SWMR, SVMR	11 200,00 PLN
IDAR, IFAR, IFMR, ILAR, IWAR, IWMR, IDMR, ILMR, FVMR, FVAR	11 800,00 PLN
FDAR, FFAR, FWAR	15 200,00 PLN
PDAR, PFAR, LFAR	17 500,00 PLN
XFAR, XDAR	23 600,00 PLN

5.8. To enable the Renter to perform a periodic inspection, the Rentee shall control the Car's mileage so that it does not exceed the level indicated on the key ring or in the documents provided at the time of handing over the Car, and shall follow messages on the Car's display. The Rentee shall inform the Renter of a message about an upcoming periodic inspection appearing on the Car's display, as well as when the Car's mileage approaches the level indicated on the key ring or in the documents

provided at the time of handing over the vehicle. In the event of a failure to perform the above obligation making it impossible to carry out the inspection on time, the Renter shall have the right to charge the Rentee with a stipulated penalty in an amount depending on the Car group indicated in the rental agreement, specified in the table below:

5.9. The Rentee shall pay the Renter a contractual penalty of 150 EUR if the vehicle is used abroad without prior notification to the Renter.

5.10. In each case of a failure to fulfil the obligations described in the Terms and Conditions or the Agreement, the Renter shall have 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 any 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 under which the Renter would be a 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 provide the Renter immediately with all information regarding the Car's condition and where it is parked.

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

7.3. In the event of theft of or damage to the vehicle for reasons attributable to third party (it also applies to damage caused by animals), the Rentee undertakes to provide all necessary assistance to the Renter and its insurance companies in pursuing any claims or in court proceedings relating to the theft/accident or damage, in particular:

a) to notify the Renter immediately of each accident of or damage to the Car;

b) not to accept any third-party claims;

c) to call the Police out to the place of the event and to hand over the Police' report to the Renter;

d) to provide the Renter with a completed and confirmed form of a theft/accident report or a complete and signed statement of the perpetrator and, if possible, full details of the known third party and witnesses to the accident as well as a detailed description of the incident;

7.5. The Rentee shall be responsible for any damage caused by the failure to fulfil the obligations set out in Section 7.3. unless the Rentee proves that the lack of cooperation does not make it difficult for the Renter to pursue claims arising from the events indicated above.

#### 8. Conditions Limiting the Rentee's Liability.

8.1. The following products shall limit the Rentee's liability:

a) the Collision Damage Waiver (hereinafter referred as "CDW"), alternatively supplemented with the Top Cover or Super Top Cover, shall limit the Rentee's financial liability for damage up to the value of a deductible relevant to the 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, screens, 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;

b) the 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 the GT, provided in the Agreement.

c) the Theft Protection (hereinafter referred to as "TP"), alternatively supplemented with the Top Cover Theft Protection (hereinafter referred to as "TCTP") shall limit the Rentee's financial liability for a theft of the Car up to the value of a deductible relevant to the TP, provided in the Agreement.

d) the 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;

e) the Roadside Protection (hereinafter referred to as "RP") - the roadside assistance cover with guaranteed assistance to the Rentee provided within a maximum of 8 hours from reporting the Car's failure.

8.2. If the Car is deliberately destroyed by the Rentee (or a person referred to in Subparagraph 3.3.d) or if the obligations specified in Paragraphs 7.1 to

7.4 are breached, the Rentee shall be full liable for the resulting damage inflicted on the Renter or a third party also in the case where the Rentee has purchased a product limiting such liability.

8.3. If the vehicle is returned with damage not covered by the purchased product that limits liability, the Rentee shall pay the cost of repairing the vehicle according to the repair cost estimate provided by the Renter.

### 9. Third-Party Liability Insurance.

The Renter declares that the car has third-party liability insurance valid in the Republic of Poland and countries to which the Entry Restrictions do not apply. A confirmation of entering into the Insurance Contract is enclosed to the Car's 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 ul Arabska 9. The Renter has appointed a Data Protection Officer, email: [IOD@sixt.pl](mailto:IOD@sixt.pl); address for correspondence as provided above. The personal data you have provided will be processed by Eurorent for purposes relating to the performance of this Agreement, including the financial security relating to its conclusion based on Article 6(1)(b) 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 financial reporting pursuant to Article 6(1)(c) of the GDPR, in order to recover and secure any claims pursuant to 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 commercial information electronically 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 will also be processed via a built-in car position monitoring device so that the data can be used if the vehicle is stolen or used contrary to the terms of the Agreement. The legitimate interest of the data controller is direct marketing of its products or services. Your personal data will be stored for the duration of the Agreement and after its termination for a period necessary to pursue claims, if any. You have the right to request access to and rectification or erasure of your personal data or restriction of the processing, as well as the right to object to the processing and the right to data portability. You may withdraw the consent you have given us 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 the supervisory authority if your personal data are processed at variance with the provisions of the GDPR. Providing your personal data is a condition for the conclusion of this Agreement, and a failure to do so makes it impossible for us to conclude the Agreement. Your personal data may be disclosed to employees or associates of the data controller as well as entities providing support to the controller in the form of outsourced services and in compliance with concluded data processing agreements. Moreover, the recipient of your personal data will be entities belonging to the Renter's group of companies with their head offices in EU countries (EEA countries). Your personal data will be transferred to third countries in which other 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 will apply measures to compensate for the lack of personal data protection by providing adequate security for your 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 country by sending a relevant message to the Renter. Please note that your personal data will not be profiled.

10.2. Personal data of the Rentee or a person driving the Car will 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 an inquiry made by authorities as a result of a committed crime/misdemeanour or administrative delict during the term of the Car rental. For each case of transferring personal data in accordance with the previous sentence/paying a traffic ticket on the Rentee's behalf, the Rentee shall

pay a net amount of EUR 50 (61.5 EUR gross) as remuneration for the Renter for providing the information or handling the ticket.

10.3. The contractual penalties specified in Sections 5.7., 5.8. and 5.9. and the fee specified in Section 10.2. shall not apply to consumers. Should the circumstances indicated in those Sections occur, the consumers shall be responsible for the damage caused on general terms.

### 11. Court Seat and Jurisdiction, Final Provisions.

11.1. The Agreement shall be governed by Polish laws and regulations. All disputes arising in connection with the Agreement shall be settled by the court competent for the Renter's seat except for cases with a consumer as a party.

11.2. Any amendments to the Terms and Conditions shall be made in form of a document accepted by the other party.

### 12. Rentee's Statements:

12.1. **By signing the Terms and Conditions, the Rentee confirms the fact of receiving the Terms and Conditions prior to the conclusion of the rental agreement, reading the same and being aware of the scope of the Rentee's responsibility for the Car.**

12.2. **The Rentee declares that the conclusion of the rental agreement is of professional nature for him and is closely related to his business activity (applies to natural persons running a sole proprietorship).**

12.3. **I agree to receive commercial information from Eurorent sp. z o.o. seated in Warsaw sent by electronic means, i.e. email, for marketing purposes within the meaning of the Act on Services Provided by Electronic Means of 18 July 2002 (Journal of Laws of 2013, item 1422, as amended).**

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](mailto:customerservice@sixt.pl) The Rentee shall provide the agreement number, the date when it was concluded and the car's details (make and registration number) as well as shall describe the problem briefly. The Renter shall respond to the complaint within 30 days of its receipt. However, if there are any deficiencies in the complaint, the Renter shall request the Rentee, within 7 days of receiving the letter of complaint, to remedy the deficiencies. Once the Rentee has remedied the deficiencies of the complaint, the Renter shall respond to the complaint within 30 days of receiving the complete complaint.

13.2. The Customer may use out-of-court methods for handling complaints and pursuing claims arising from the rental 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 trade inspectorate, etc.

13.3. Communication with Eurorent can occur by:

- mail to the address: ul. Arabska 9, 03-977 Warszawa;

- phone at +48 225 111 555;

- email to the address [customerservice@sixt.pl](mailto:customerservice@sixt.pl);

Additional Fee Table	net	gross	
Flexi Early Return	50% of the difference between the old one and the new rent, up to 150,00	50% of the difference between the old one and the new rent, up to 184,50	EUR
Flexi Late Return	10,00	12,30	EUR
Flexi Return Location	16,00	19,68	EUR
Domestic One Way fee	40,00	49,20	EUR
Foreign One Way fee	2400,00	2952,00	EUR
Charge for delivery/collection of the car within city limits	20,00	24,60	EUR
Charge for each additional km in delivery/collection of the vehicle outside city limits	1,50	1,85	EUR
Charge for 1 litre of fuel after return with an unfilled fuel tank	3,00	3,69	EUR
Flexi Fuel	19,00 (plus 1,25/litre)	23,37 (plus 1,54/litre)	EUR
Travel abroad fee	5,00 day/ max. 25,00 monthly	6,15 day/ max. 30,75 monthly	EUR
Fee for returning a vehicle without a registration certificate	50,00	61,50	EUR
Fee for returning a vehicle without a child seat or with a damaged child seat	150,00	184,50	EUR
Fee for returning a vehicle without a child booster or with a damaged child booster	50,00	61,50	EUR
Fee for returning a vehicle without navigation or with a damaged navigation	100,00	123,00	EUR

Rentee's Signature: .....