

**GENERAL TERMS AND CONDITIONS FOR VEHICLE RENTAL MM SERVICE LEASE POLSKA SP. Z O.O.****§1 – Definitions**

The terms written in capital letters used in these General Vehicle Rental Terms and Conditions (hereinafter referred to as the OWNP) have the following meanings, which shall include both the singular and plural forms of the defined terms (unless otherwise stated):

1. **"Landlord"** or **"MMSL"** – MM Service Lease Polska Sp. z o. o. with its registered office in Katowice, at the address: Lotnisko 81 Street, 40-271 Katowice, entered into the Register of Entrepreneurs maintained by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under the KRS number 0000092720, and the Tax Identification Number (NIP) 9542391303;
2. **"Pages"** – Landlord and Tenant; **"Tenant"** – party to the Lease
3. Agreement concluded with MMSL;
4. **"User"** – The Lessee who is a natural person or a natural person authorized by the Lessee to use the car; The User may be a person who **is over 21 years old**, presented the Lessor with a valid document confirming his/her identity and has the right to drive passenger vehicles of the appropriate category, at least **for a year** and presented the Lessor with a credit card valid for more than 6 months from the end of the rental period, and in the case of a Premium SUV, E, F, G or H class Vehicle – two credit cards that are not prepaid cards – valid for more than 6 months from the end of the rental period; **"Pages"** – Landlord and Tenant;
- 5.
6. **"Consumer"** – consumer within the meaning of the Civil Code;
7. **"Financing"** – a third party who has concluded a leasing agreement with MMSL referred to in Article 709 of the Civil Code, under which the Vehicle, which is the subject of this leasing agreement, was handed over to MMSL for use and collection of benefits;
8. **"Lease Agreement"** – an agreement under which the Lessor provides the Lessee with a Vehicle for use and undertakes to provide the additional services specified therein in exchange for payment of rent and other fees; the OWNP constitute an integral part of the Rental Agreement;
9. **"Short-Term Rental Agreement"** – The Lease Agreement is concluded for a fixed period of no longer than 31 days;
10. **"Vehicle"** – a motor vehicle with equipment that is the subject of the Rental Agreement;
11. **"ASO"** – an authorized service station, part of a network organized by the vehicle manufacturer or distributor, providing warranty repairs;
12. **"HANDLING AND ACCEPTANCE PROTOCOL"** – a document which, after its preparation, constitutes an integral part of the Rental Agreement, confirming the handover of the Vehicle to the Lessee or the return of the Vehicle by the Lessee;
13. **"Vehicle Mileage Limit"** – the number of kilometers specified in the Rental Agreement that the Vehicle can travel in a given period without the Lessee incurring any additional costs or fees in this respect; if the Rental Agreement does not specify the period for which the Vehicle Mileage Limit has been established, it is assumed that it is established for the entire period of the Rental Agreement
14. **"Insurer"** – the insurance company with which the vehicle insurance contract was concluded;
15. **"Insurance"** – Vehicle insurance in the scope of third party liability insurance (OC) and comprehensive insurance (AC);
16. **"Table of Fees and Commissions"** – a list of fees that constitutes an integral part of the Lease Agreement,
17. **"Working Day"** – a day that is not a public holiday or a Saturday,
18. **"The Ordering Party"** – an insurance company or other entity that, under an agreement with the Lessor, commissions the rental of the Vehicle to the User.

**§2 – Introductory provisions**

1. These OWNP together with other provisions of the Rental Agreement specify the conditions under which MMSL will provide the Lessee with the Vehicles for use and will also provide the Lessee with the agreed services, including:
  - 1) organization of service activities,
  - 2) tire service,
  - 3) administration and management of the Vehicle,
  - 4) liquidation of vehicle damage,
  - 5) organization of a replacement vehicle,
  - 6) the service of organizing vehicle towing in the event of immobilization due to damage or breakdown,
  - 7) other services subject to additional payment, indicated in the Rental Agreement (door to door service, GPS devices, branding, additional service packages and others).
2. In the event of a conflict, the provisions of the Lease Agreement specifying in detail the rights and obligations of the parties and the provisions of the Lease Agreement agreed individually shall take precedence over the General Lease Terms and Conditions.
3. Whenever this agreement refers to the consent of MMSL, in order to be effective it must be express and given in at least documentary form within the meaning of Article 77 of the Civil Code.

**§3 – Duration of the Rental Agreement, delivery of the Vehicle**

1. MMSL undertakes to provide the Lessee with the Vehicle indicated in the Rental Agreement for use, and the Lessee undertakes to pay the agreed rent and other fees indicated in the Rental Agreement.
2. MMSL declares that it has or will have, at the latest by the time of delivery of the vehicle to the Lessee, a legal title to the Vehicle enabling it to be handed over to the Lessee for use, and the Lessee should be informed at the latest by the time of conclusion of the Rental Agreement that MMSL's legal title to the Vehicle results from the leasing agreement.
3. Subletting, lending, or handing over the Vehicle for use to a third party, on any basis, whether for a fee or free of charge, requires the written consent of MMSL. This does not release the Lessee from any obligations under the Rental Agreement, and the Lessee is obligated to ensure that the provisions of the Rental Agreement specifying obligations related to the use of the Vehicle are also complied with by the third party. The Lessee is liable for the actions and omissions of any third party to whom the Lessee has given the Vehicle for use or to whom they have entrusted the driving of the Vehicle, as for their own actions. If the Lessee has given the Vehicle for use to a third party without MMSL's consent, they are fully liable for damages, breakdown repair costs, and other fees incurred during the use of the Vehicle by the third party. In such a case, the Lessee's liability for the theft of the Vehicle is joint and several with the perpetrator.
4. The rental is concluded for a fixed term specified in the Rental Agreement. The rental period is calculated from the date and time of vehicle delivery, subject to paragraph 7.
5. The Vehicle will be handed over at the location and time specified in the Rental Agreement and will be confirmed by a HANDOVER AND ACCEPTANCE Protocol. If no such location is agreed, collection will take place at the MMSL office or an MMSL branch.
6. MMSL is not liable for any delay in the Vehicle's return, unless it resulted from MMSL's willful misconduct or gross negligence. In the event of a delay, MMSL will notify the Renter of a new Vehicle return date. If the Vehicle is not collected by the agreed date due to circumstances attributable to the Renter, the rental period is deemed to have commenced on the date on which the collection should have taken place.
7. The Lessee agrees to replace the vehicle with another, if possible, of the same or higher class, fuel type (diesel, petrol), and similar equipment. This change does not affect the Rent.

8. By signing the HAND-OVER AND ACCEPTANCE Protocol, the Lessee declares that he is aware of the technical condition of the Vehicle and does not raise any objections thereto, the Vehicle's equipment is complete, technically functional and compliant with the Rental Agreement and specific regulations for the given equipment, unless other objections are included in the HAND-OVER AND ACCEPTANCE Protocol.
9. Any comments from the Lessee regarding the technical condition of the Vehicle must be recorded in the HANDOVER AND ACCEPTANCE Protocol at the latest upon handover of the Vehicle.
10. To the extent permitted by law, the Parties exclude MMSL's liability for physical defects of the Vehicle not stated in the HANDOVER AND ACCEPTANCE Protocol, both existing at the time of delivery of the Vehicle and found later, regardless of the legal basis for such liability.
11. Extension of the lease period requires the consent of the Landlord. Each lease extension must be notified by a person authorized to act on behalf of the Tenant at least 24 hours before the return date specified in the Lease Agreement and approved by the Landlord. Consent to extend the lease period by no more than one day may be granted by telephone. In other cases, an amendment to the Lease Agreement must be executed at the Landlord's registered office or branch.  
in writing under pain of nullity.
12. Failure to return the Vehicle within 12 hours of the end of the Rental Agreement entitles MMSL to initiate the Vehicle recovery procedure. §

#### **4 - Use of the Vehicle by the Lessee, repairs, inspections and maintenance of the Vehicle, tire service**

1. Unless the Parties have agreed otherwise, MMSL is obliged to organize and cover the costs of necessary replacement of parts and repairs to the Vehicle resulting from normal wear and tear of the Vehicle and from inspections and maintenance of the Vehicle.
2. Vehicle repairs resulting from normal wear and tear do not include bodywork, paintwork, or the replacement of parts damaged as a result of road collisions or other acts or omissions of the Lessee. MMSL's provision of service arrangements does not release the Lessee from the obligation to notify MMSL by phone at (0048) 789-850-850 of the need for a warranty or post-warranty inspection of the Vehicle at least two weeks in advance to enable MMSL to arrange such inspection, and does not release the Lessee from liability for breach of this obligation. MMSL is not responsible for the costs of scheduled Vehicle service outside the Republic of Poland.
3. The Lessee is obligated to inspect the Vehicle's mileage and have the Vehicle inspected, repaired, and maintained only at authorized service centers designated by MMSL, unless MMSL consents to the Vehicle being repaired or maintained elsewhere. To determine the appropriate authorized service center, the Lessee is obligated to contact MMSL each time before inspecting, repairing, or maintaining the vehicle.
4. In particular, the Lessee is obligated to perform periodic inspections and maintenance of the Vehicle, registration inspections required by law, and all repairs and renovations necessary to keep the Vehicle in Good Condition. If you have any questions regarding the proper operation of the Vehicle, please contact the Lessor.
5. Good Condition of the vehicle means a condition that is not deteriorated compared to the condition on the date of its delivery, taking into account its wear and tear resulting from proper use ("Good Condition"), and in particular means that:
  - 1) the general appearance of the Vehicle (including the paintwork) must not differ from the standard appearance in relation to the age and mileage of the Vehicle;
  - 2) bodywork, chassis and bumpers must not show any signs of damage such as dents, cracks, deformations or paint scratches,
  - 3) the interior fittings must not be damaged (full technical efficiency and aesthetic value must be maintained),
  - 4) the interior fittings must not be soiled to an extent that exceeds wear and tear resulting from proper use,
  - 5) mechanical components must not be worn to a greater extent than is required by the Vehicle's mileage and  
the manufacturer's standards,
  - 6) the method of installing accessories and additional equipment installed in the Vehicle as a result of the Lessee's actions and their dismantling must not leave any traces in the Vehicle.
6. Good Condition will be determined based on the criteria indicated in section 5 and the Passenger Car Return Guide of the Polish Vehicle Rental and Leasing Association, which constitutes an annex to this Agreement and is also available on the website <https://pzwlp.pl/pzwlp/przewodniki-zwrotu-pojazdow-pzwlp>.
7. The Lessee is obligated to immediately notify MMSL by phone at (0048) 789-850-850 of all damage found in the Vehicle, whether resulting from road accidents or from the operation of the Vehicle, or of any other incidents, regardless of whether the damage is covered by the perpetrator's third-party liability insurance policy. It is considered that damage found by MMSL was not reported by the Lessee if MMSL's detection occurred earlier. If a reportable event occurred abroad, the Lessee is obligated to report it within 48 hours, provided MMSL consented to the trip abroad.
8. If the Lessee replaces the Vehicle's tires or wheel rims, he is obliged to replace them with the same tires or wheel rims, and if the same tires are not available – for tires of the same size and class; replacing only individual tires with others is not permitted.
9. The Lessee undertakes to use the Vehicle with due care, in accordance with its intended purpose, in a way that does not reduce its value beyond normal wear and tear, and in particular to:
  - 1) operate the Vehicle in accordance with the manufacturer's recommendations specified in the operating manual and in the Vehicle warranty conditions and on the terms described in these General Rental Conditions,
  - 2) carry out periodic warranty and post-warranty inspections required or recommended by the Manufacturer, within the time limits specified in the operating instructions, warranty document, inspection book or other similar documents and/or in accordance with the indications of the Vehicle's on-board equipment, taking into account in particular the need to prevent the expiry of warranty rights as a result of failure to meet the inspection deadline,
  - 2) if a warning light comes on or a message is displayed on the on-board computer in accordance with the vehicle manufacturer's instructions, indicating a possible vehicle fault, or if the Lessee discovers a vehicle fault on his own, the Lessee is obliged to immediately inform the Lessor about it; further use of the Vehicle is not permitted without the Lessor's consent,
  - 3) securing the Vehicle against theft (locking the Vehicle each time and activating all installed anti-theft devices protecting the Vehicle against theft (immobilizers, car alarms, gearbox locks, etc.) each time it is left,
  - 4) carefully securing the keys and Vehicle documents (in particular the registration certificate) outside the Vehicle, using fuel in
  - 5) accordance with the technical specifications of the Vehicle,
  - 6) not exceeding the limit of transported persons and the load capacity limit specified for a given type of
  - 7) vehicle, not towing other vehicles,
  - 8) not making the Vehicle available to any person other than the person authorized by the
  - 9) Lessor, not drinking alcohol in the rented Vehicle,
  - 10) not to be in a state of intoxication or under the influence of alcohol or narcotic drugs, psychotropic substances, substitutes or new psychoactive substances while driving a vehicle within the meaning of the provisions of the Act of 29 July 2005 on counteracting drug addiction (Journal of Laws of 2005, No. U. No. 179, item 1485, as amended),
  - 11) not to use the Vehicle without MMSL's consent for racing, testing, driving lessons, taxi, commercial passenger transport, as a prop or to use it in any other way that causes faster wear and tear, unless such use is expressly permitted in the Rental Agreement,
  - 12) use of the vehicle in accordance with generally applicable legal provisions, including road traffic regulations of the country in which the Vehicle is used,
  - 13) not transporting any animals,

- 14) not to transport explosive, corrosive or strongly odorous materials,
  - 15) not smoking tobacco or tobacco products in the Vehicle and not using electronic cigarettes,
  - 16) not to make any changes to the Vehicle, in particular not to install any additional equipment in the Vehicle without the consent of MMSL and not to interfere with GPS locators, mileage recorders or other similar devices, if the Vehicle is equipped with them,
  - 17) not to apply any markings to the Vehicle without the Lessor's consent; if consent is obtained, the Lessee is obliged to apply the markings in a reversible manner, without damaging the paintwork or other elements of the Vehicle, and after the end of the Rental Agreement, remove them at his own expense in a manner that does not damage the paintwork or other elements of the Vehicle,
  - 18) not to perform any repairs independently or in repair shops chosen by the Lessee at its own discretion,
  - 19) carrying out daily maintenance, in particular, if necessary, topping up fuel (charging the batteries of plug-in hybrid or electric vehicles), oil, operating fluids (AdBlue, brake fluid, coolant and others), checking the condition of the tires (in particular the tire pressure level) and topping it up if necessary, keeping the Vehicle clean inside and out. The Lessee performs all the activities listed in this point on their own and at their own expense (except for oil, brake fluid and coolant, which are at the expense of MMSL).
10. In the event of a breach of the obligations referred to in paragraph 9, MMSL has the right to charge the Lessee with fees specified in the Table of Fees and Commissions, regardless of the Lessee's liability for the damage caused.
  11. In the event of a breach by the Lessee of the obligations specified in section 9, which results in the loss of the warranty granted for the Vehicle, the Lessee will be obligated to cover the costs of repairs that would normally be performed under the warranty, which does not exclude or limit the Lessee's other obligations arising from legal provisions and this agreement. If the loss of the warranty occurs under circumstances justifying the Lessee's payment of the fee indicated in the Table of Fees and Commissions, the obligation to cover the costs applies to the costs exceeding the fee, if any.
  12. MMSL will provide the Tenant with:
    - 1) the number of winter and summer tires and rims specified in the Rental Agreement; if the number of tires is not specified in the Rental Agreement, MMSL will provide the Lessee with one set of summer tires and one set of winter tires,
    - 2) tire and rim replacement service, tire
    - 3) and rim storage service
  13. In the event of damage or destruction of tires, rims, hubcaps or mudflaps or their wear exceeding normal wear and tear, the costs of their repair or replacement shall be borne by the Lessee.
  14. MMSL is not obliged to provide or cover the costs of replacing lost keys, alarm remote controls, license plates, registration certificates and the costs of replacing other lost parts of the Vehicle's equipment.
  15. MMSL is not obliged to provide or cover the costs of wiper blades replaced more than once a year (including the factory set) or the costs of replacing and legalizing fire extinguishers.

The Lessee is obligated to pay all public and legal fees related to the Vehicle or its use, implemented prior to and upon conclusion of the Rental Agreement, in particular fees, taxes, and other charges resulting from mandatory provisions of law, in particular road fines, local taxes, environmental taxes, TV license fees, parking fees, motorway tolls, and vignettes, even if such charges, under the applicable regulations, apply to the owner or sole occupant of the Vehicle. Fees, taxes, and other charges arising after the date of conclusion of the Rental Agreement are the responsibility of the Lessee.

17. It is prohibited to use the Vehicle in the territory of Russia, Ukraine, Belarus, Moldova, Turkey, Kosovo, outside Europe and in countries not covered by insurance.
18. Without prejudice to the provisions of section 17 above, any intention to cross the Polish border by the Vehicle requires the prior consent of the Lessor; the Renter must inform MMSL of the intention to cross the border by telephone at (0048) 789-850-850 at least 2 full Business Days before the planned border crossing; use of the Vehicle outside the borders of the Republic of Poland is subject to an additional fee in accordance with the principles set out in §9; MMSL will decide on giving consent no later than the second Business Day after reporting the intention to depart; MMSL may refuse consent, in particular if the Renter is in arrears with the payment of any amounts due to MMSL. In the event of failure to obtain consent, the Renter shall be fully liable for the loss, damage, and costs of repair or improvement of the vehicle, both in relation to road damage and breakdowns discovered abroad or after returning to the country.
19. The Renter must have all valid personal and vehicle documents required in European countries, particularly the driving license. Before entering countries that do not recognize Polish driving licenses, the Renter must obtain an "international driving license" or other document required by the country where the Renter will be driving the rented Vehicle.
20. The Lessee will apply to the Lessor for a Green Card document, which is required in Bosnia and Herzegovina, Montenegro, Macedonia, Albania and other countries that require this insurance; without this document, traveling in the above-mentioned countries with the rented Vehicle is prohibited.
21. In the event of travel outside the borders of the Republic of Poland, the Lessee shall ensure that the Vehicle has all the necessary additional equipment required by the countries in which he will be traveling. (e.g. reflective vests, first aid kit, set of spare bulbs, warning triangle).
22. MMSL has the right to check the correct use of the Vehicle and its technical condition at any time, and the Lessee is obliged to present the Vehicle at each request of MMSL, at the place and time indicated by MMSL.
23. If the Lessee does not make the Vehicle available at the place and time indicated by MMSL, he will be obliged to pay a fee for preparing for the inspection, in the amount specified in the Table of Fees and Commissions.
24. MMSL has the right to equip the Vehicle, at its own expense, both before and after its handover to the Lessee, with GPS locators, mileage recorders or other similar devices, including those equipped with an ignition cut-off function, without notifying the Lessee; the Lessee consents to the above and undertakes to notify Users about the possibility of installing such devices.
25. At each request of MMSL, no later than within 7 days of submitting the request, the Lessee shall make the Vehicle available to MMSL at a place indicated by MMSL in order to enable it to install the devices referred to in section 24. The provisions of section 23 shall apply accordingly.
26. MMSL has the right to place its identification markings on the cars subject to rental.
27. MMSL shall not be liable for any damage suffered by the Renter as a result of a breakdown, damage to the Vehicle, accident or collision, or any delay in its repair, unless the damage was caused by MMSL intentionally.
28. Subject to generally applicable provisions and the provisions of the General Rental Conditions and the Rental Agreement, the Lessor shall not be liable for any damage suffered by the Lessee resulting from any inability to use and operate the vehicle, vehicle breakdown, damage to the vehicle, accident or act prohibited by law.

#### **§ 5 - Motor insurance, motor insurance claims settlement**

1. Unless the Parties have agreed separately that the Lessee will be obliged to insure the Vehicle, MMSL will conclude a third party liability and comprehensive motor insurance contract before issuing the Renter's Vehicle.
2. If at any time after MMSL has given its consent to the Renter insuring the vehicle, it turns out that the insurance does not meet the criteria specified by MMSL or the insurance contract was not concluded at least 14 days before the expiry of the existing one, MMSL may insure the Vehicle itself at the Renter's expense.
3. The scope of the Insurer's liability is specified in the General Insurance Conditions.

4. The Renter and User are obligated to familiarize themselves with the provisions of the insurance policies, the general terms and conditions of vehicle insurance contracts, and any changes to the general terms and conditions of vehicle insurance contracts, and to comply with the provisions contained therein. The provisions of the general terms and conditions of concluded insurance contracts are available at the addresses of the insurance companies, to which the Renter refers on the website: [www.mmcarsrental.pl](http://www.mmcarsrental.pl). Comprehensive insurance policies are provided along with proof of third-party liability insurance or are available at MMSL branches and headquarters.
5. The insurance is valid in the territory of the Republic of Poland and the entire European Union.
6. As part of the Vehicle Damage Adjustment service, MMSL will carry out activities aimed at eliminating the damage caused by motor vehicle accidents in the Vehicle; the Lessee undertakes to cooperate with MMSL in the adjustment of the damage to the extent necessary, in particular by providing the necessary information and documents; the obligation of MMSL to eliminate the damage in the Vehicle does not imply acceptance of liability for this damage, a guarantee of compensation or release of the Lessee from the obligation to pay for the repair, if such an obligation is imposed on him under general principles.
7. In the event of theft of the Vehicle, its damage, collision or accident, the Lessee is obliged to immediately notify MMSL by phone at (0048) 789-850-850 and the Insurer, but no later than within 24 hours from the time of the event.
8. In the event of theft of the Vehicle or any of its equipment, the Renter is obligated to immediately report the incident to the nearest Police station, but no later than 12 hours after it is discovered. Furthermore, the Renter is obligated to provide MMSL with all documents obtained from the Police and the Insurer within 48 hours; these documents may be delivered by email (scans).
9. The Lessee must include all details of all participants and witnesses in the accident report prepared at the scene. The Lessee is obligated to assist the Lessor and the insurer in all claims or legal proceedings related to the vehicle damage or theft.
10. In the event of damage or breakdown of the used vehicle, the Lessee is obliged to secure the vehicle, minimising the extent of the damage through their own efforts and expense; in justified situations, to drive it to a guarded parking lot at their own expense if Assistance is not used, as well as to inform the Lessee of the vehicle's location.
11. The Lessee is obligated to accurately complete the necessary documentation for the Lessor or Insurer (in particular: an accident report, a copy of the driver's license, and a valid ID) immediately upon request from the Lessor or Insurer, but no later than 2 days from the date of receipt of such a request from the Lessor or Insurer, and to participate in the claims settlement process by submitting declarations required by the insurer. If the vehicle is entrusted to another person, the Lessee is obligated to ensure that person's participation in the claims settlement procedure in accordance with the principles set out in this section.
12. If the damage occurred as a result of a collision/road accident caused by third parties or other reasons not attributable to the Lessee but with the participation of third parties, the Lessee is obliged to make every effort to obtain a written statement from the participant of the collision/accident and any witnesses to the event and to notify the Police in order to draw up an appropriate report.
13. The Lessee is obliged to immediately inform the Lessor about disclosing the third party liability insurance policy data to a third party (participant in the event resulting in the motor vehicle damage).
14. In the event of loss of the vehicle keys, the Lessee is obliged to secure the vehicle against theft and inform the Lessor immediately, but no later than within 1 hour of becoming aware of the loss of the keys.
15. The Lessee is liable for any damage, loss or decrease in the value of the rented item caused during the rental period, which is not covered by the Auto Casco Insurance, in particular when the damage was caused by:
  - 1) intentionally or as a result of gross negligence,
  - 2) in a state of intoxication or after using alcohol, drugs, intoxicants, psychotropic substances or substitutes within the meaning of the regulations on counteracting drug addiction or drugs with similar effects,
  - 3) by a person who does not have the driving license required by the law of a given country to drive a given type of
  - 4) vehicle, leaving the scene of the accident without a legally justified reason,
  - 5) making a false statement as to the place, time, circumstances or causes of the damage,
  - 6) damage to the vehicle in the event of exceeding the speed limit by at least 30 km/h or in the event of another gross violation of road traffic regulations,
  - 7) damage caused when the driver was a person not authorized by the Lessor to drive the vehicle, theft of the vehicle in
  - 8) which all anti-theft devices installed in it were not activated,
  - 9) theft of the vehicle if the Lessee is unable to provide the vehicle keys or the vehicle registration certificate,
  - 10) in connection with the technical condition of the vehicle – if the Lessee is responsible for the technical condition of the vehicle,
  - 11) in other circumstances not covered by the scope of the insurer's liability.
16. If the damage is not covered by the perpetrator's third-party liability insurance policy, the Lessee is obligated to cover the fee for the Lessor's damage adjustment process and for the loss of the vehicle's market value (damage adjustment fee). For an additional fee, the Lessee may be exempt from paying the damage adjustment fee (damage adjustment fee waiver). The damage adjustment fee is charged for each day (Rental Agreement for less than one month) or month (Rental Agreement for a period equal to or longer than one month) of the rental period. If a second damage occurs during the rental period and is not covered by the perpetrator's third-party liability insurance policy, the damage adjustment fee is increased to 200% of this fee (increased damage adjustment fee waiver), starting from the day following the reporting of the second damage or the month following the reporting of the second damage, respectively. The increased fee for the waiver of the damage adjustment fee is payable to the Lessor for the entire remaining rental period. Any damage to the Vehicle that is not caused by the same causative event is considered a second or subsequent damage. The fee for the waiver of the damage adjustment fee does not relieve the Lessee of their obligation to actively participate in the damage adjustment process in accordance with the provisions of this section.
17. In the event of a total loss of the Vehicle within the meaning of the insurance contract covering the Vehicle, or in the event of the theft of the Vehicle, the obligation to pay the rental fee remains in effect if a replacement vehicle is used and expires on the date of return of the replacement vehicle. If a replacement vehicle is not provided, the obligation to pay the rental fee expires on the date of destruction or theft of the Vehicle.
18. The Lessee is always obliged to perform all actions required under the General Insurance Conditions, necessary for the Insurer to conduct the proceedings aimed at liquidating the damage or repairing it as quickly as possible.

#### **§ 6 – Replacement vehicle**

1. The Lessor is obligated to provide a replacement vehicle in the event of a breakdown, repair, or vehicle damage resulting from circumstances beyond the Lessee's control and resulting in the vehicle being immobilized for a period longer than 24 hours. The Lessor is not obligated to provide a replacement vehicle in the event of a vehicle breakdown resulting from a violation of the vehicle's operating rules, or in the following circumstances:
  - 1) The Lessee is in arrears with the payment of the rental fee for any rented vehicle from the Lessor or other amounts due under the Rental Agreement,
  - 2) the immobilization of the vehicle resulted from the loss of keys or vehicle documents (in particular the registration certificate and proof of insurance policy),
  - 3) the vehicle was immobilized outside the territory of Poland and the Lessor did not obtain the Lessor's written consent to travel abroad

2. MMSL will provide the Lessee with a replacement vehicle of the same class as the rented Vehicle, but not higher than class D, and in the event of unavailability of such a vehicle, a maximum of one class lower.
3. The Lessee is entitled to a replacement vehicle for the duration of the Vehicle's repairs.
4. A replacement car will be provided in the event of the vehicle being immobilized as a result of a road accident within 12 hours from the moment of reporting it, and in the event of the vehicle being immobilized as a result of a mechanical breakdown within 12 hours from the moment of confirmation by an authorized service center that the Vehicle has been immobilized for at least the period indicated in paragraph 1.
5. The replacement vehicle will be handed over and returned at a place agreed with MMSL or the entity repairing the Vehicle or the entity providing the assistance service, based on the HANDOVER AND ACCEPTANCE Protocol.
6. The provisions regarding the manner of using the Vehicle, the Lessee's liability for the Vehicle and the consequences of breaches of the agreement regarding the use of the Vehicle shall apply accordingly to the replacement vehicle.
7. The Lessee is obliged to collect the repaired Vehicle from the workshop immediately, no later than the next business day after receiving information about the possibility of collecting it; in the event of a breach of the above obligation, the Lessee will be obliged to pay MMSL a fee for further use of the replacement vehicle in the amount specified in the Table of Fees and Commissions.
8. The Lessee is obligated to return the replacement vehicle with no less fuel than was present in the replacement vehicle at the time of delivery to the Lessee. The
9. mileage of the replacement vehicle will be added to the vehicle's mileage.

**§7 – Rent and other fees; Vehicle mileage limit; Contract performance security**

1. The Lessee undertakes to pay MMSL:
  - 1) Rent; the rental rate is agreed in detail by the Parties in the Rental Agreement, and in the case of Vehicles that are the subject of a leasing agreement concluded by MMSL with the Financing Party, the Rental rate agreed in the Rental Agreement is increased from the month following the month in which the interest rate adopted in this leasing agreement was increased – proportionally in the ratio in which the increased amount of the leasing installment is related to the current amount of the leasing installment charged to MMSL.
  - 2) fees and commissions indicated in the Table of Fees and Commissions – in the event of the occurrence of events indicated in the Lease Agreement, including the Table of Fees and Commissions itself,
  - 3) fees indicated in the Price List of Additional Services.
2. In the case of a Short-Term Rental Agreement, the rent is collected in advance for the entire rental period on the date indicated on the VAT invoice.
3. For Rental Agreements other than Short-Term Rental Agreements, the Rent is charged monthly in advance, with the Rent for periods other than a calendar month being determined pro rata to the length of that period. The first Rent covers the period from the date the Vehicle is delivered to the Lessee, or from the date on which, in accordance with the provisions of the Rental Agreement, the Rental Period is deemed to have commenced despite the Lessee's failure to collect the Vehicle, until the last day of the following calendar month, unless otherwise specified in the Rental Agreement.
3. The Lessee agrees to pay the first payment in advance before the Vehicle is delivered. Subsequent payments must be made by the Lessee based on VAT invoices issued by MMSL in advance each month. Invoices are due on the 7th day of each month.
4. If the Lessee does not receive a VAT invoice for a given month by the 10th day of the following calendar month, the Lessee is obliged to immediately inform MMSL thereof, which does not release him from the obligation to pay within the next 7 days; in case of doubt, the Lessee should make the payment in the amount specified in the last VAT invoice received, for possible later settlement.
5. MMSL is entitled to change the amount of the Rent if:
  - 1) the price of the Vehicle at the Vehicle supplier has changed in the period between the conclusion of the Rental Agreement and the issuance of the MMSL,
  - 2) the regulations (including, in particular, tax regulations) that have a direct impact on the price of the Vehicle or the amount of the Rent will change,
  - 3) During the lease term, the interest rate due to the Financing Party will increase, determined in the manner provided for in the lease agreement covering the Vehicle. Any change in the Rent amount based on the basis referred to in the preceding sentence shall be effective from the month following the month in which the interest rate due to the Financing Party from MMSL was increased. A change in the Rent amount on this basis does not constitute an amendment to the Lease Agreement and does not require termination of the current Rent amount, but only submission of a document as referred to in Article 77.2 Civil Code, a statement on the reason for the increase in the Rent. An increase in the Rent due to an increase in the interest rate provided for in the leasing agreement in the manner and in the procedure provided for in this point shall not apply to Consumers.
6. The Tenant is responsible for all costs associated with international transfers. The Tenant may pay by card or by bank transfer to the bank account indicated on the VAT invoice. In the case of payment by bank transfer, the date of payment is deemed to be the date the funds are credited to MMSL's bank account.
7. If a mileage limit is specified in the Rental Agreement, the excess mileage fee is collected upon return of the vehicle, unless the parties agree otherwise. The fee will be calculated based on the number of kilometers exceeding the allocated limit and the rate for each kilometer of excess mileage specified in the Rental Agreement. If the vehicle is returned before or after the date specified in the Rental Agreement, the excess mileage fee will be calculated on a pro rata basis for each rental day. Failure to use the mileage limit does not entitle the Lessee to a refund of the rental fee. If the mileage limit is exceeded by 10% during the rental period, MMSL is entitled to request an increase in the security deposit or immediately charge the Lessee for the excess mileage and agree with the Lessee on a new rental fee based on the actual mileage.
8. Any payments made by the Lessee may be applied first towards default interest and then towards the oldest outstanding receivables, regardless of the Lessee's instructions included in the payment title.
9. All amounts included in the Agreements are net amounts, to which value added tax will be added at the applicable rates, unless the agreement expressly provides otherwise.
10. The Lessor will charge the Lessee an additional amount determined according to current market prices - for any deficiencies found in the car and its equipment in relation to the condition existing at the conclusion of the contract.
11. In the event of non-performance or improper performance of the Lease Agreement, within the scope specified in the Table of Fees and Commissions, settlement will be based on the fees specified in the Table of Fees and Commissions. If the damage suffered by the Lessor exceeds the fees specified in the Table of Fees and Commissions, the Lessor is entitled to seek compensation in excess of the fees under general principles.
12. The fees indicated in the Table of Fees and Commissions are due three days after the Landlord receives a written request for payment. The fees are due in full for each breach of the agreement.
13. In the event of non-contractual use of the Vehicle, the Lessee is obliged to pay the fees indicated in the Table of Fees and Commissions as during the term of the Agreement.
14. If a fee is charged for initiating the Vehicle repossession procedure, MMSL will not charge a late return fee up to the amount of this fee. The fee for initiating the Vehicle repossession procedure is not charged if the Renter is a Consumer.
15. In the event of the Lessee's delay in paying any amounts due under the Rental Agreement or in paying amounts due under other agreements between the Lessee and MMSL, even if these agreements have expired or been terminated, the Lessor may lock the vehicle's ignition, which will prevent the vehicle's engine from starting. In the case of a Lessee who is a Consumer, the ignition lock is applied after the unsuccessful expiry of the additional deadline for payment of the overdue amount. The deadline may be set by telephone, email or by sending a text message (SMS) to the following number:

The Lessee's telephone number. In the case of a Lessee who is not a consumer, the Lessor collects rent for the period of use of the ignition lock. Deactivation of the ignition lock is performed for a fee if the Lessee is not a consumer.

16. Before handing over the Vehicle, if the Lessee has not purchased the full protection package, MMSL collects a deposit from the Lessee to secure any claims on the part of MMSL, the amount of which is:

- for a Vehicle of class A, A automatic, B, B+, B automatic, M – PLN 3,000.00/EUR 700;
- for a Vehicle of class C, C+, C automatic, C+ automatic, C Crossover, C automatic Crossover – PLN 5,000.00/EUR 1,200;
- for a Vehicle of the SUV class, SUV automatic, N in the C Premium class, D, D automatic, D Premium, VAN, VAN automatic, R, R automatic – PLN 7,000.00/EUR 1,650;
- for a Vehicle of class E, F, SUV Premium – PLN 9,000.00/EUR 2,100;
- for a Vehicle of class G, H – PLN 11,000.00/EUR 2,600;
- for a Vehicle of a class other than those mentioned above – PLN 7,000.00/EUR 1,650.

17. If the Renter purchases the Comfort package, the deposit amount is PLN 1,000.00, and in the case of purchasing the Premium package, the deposit amount is PLN 100.00, regardless of the Vehicle class.

The Renter's deductible for damages settled under third party liability or comprehensive insurance is reduced:

- a) in the case of purchasing the Comfort package up to PLN 1,000.00;
- b) in the case of purchasing the Premium package up to PLN 100.00.

18. The deposit is collected in cash or by blocking the Tenant's funds in a bank account. The Tenant is not entitled to offset the claim for the refund of the deposit against any mutual claims of MMSL. The deposit will be returned to the Tenant within 14 days of the expiration of the Lease Agreement. However, if the Parties enter into a subsequent Lease Agreement, the deposit previously paid by the Tenant is not refundable but is applied towards the deposit due under the subsequent Agreement. In the event of a surplus between the deposit paid by the Tenant and the deposit due under the subsequent Agreement, this surplus shall be subject – at MMSL's option – to either a refund within 14 days of the date of the subsequent Agreement, or to settlement through an appropriate reduction in the Rent. In the case of agreements with Consumers, this choice is made by the Consumer. If the deposit due under the subsequent Agreement is higher than the deposit previously paid by the Tenant, the Tenant is obliged to pay the difference.

19. In the event of the Tenant's delay in paying any amount due under the Lease Agreement, MMSL may deduct the amount due from the deposit. The deposit may also cover, in particular, costs (damages) not covered by insurance and any expenses related to the Tenant's improper performance of the Lease Agreement. If the Landlord uses the deposit, the Tenant is obligated to pay the outstanding amount within 3 days of receiving information about the deposit being used. MMSL is entitled to deduct from each amount paid by the Tenant, including the deposit, any due and payable amounts, including amounts arising from other contractual or non-contractual legal relationships between MMSL and the same Tenant, regardless of whether these relationships have already ceased or been terminated on the date on which the deduction becomes possible.

20. During the term of the Lease Agreement, MMSL has the right to demand that the Lessee establish additional security if the Lessee's financial situation requires it or if, for any reason, the previously established security proves ineffective or insufficient to secure the proper performance of the Lease Agreement.

21. MMSL may also satisfy claims arising from other lease agreements binding the Lessee and MMSL from the security provided by the Lessee in connection with the conclusion of one Lease Agreement.

22. If MMSL uses any of the established security measures, the Lessee is obliged to establish a new security measure in its place and deliver to MMSL proof of its establishment, as well as documents related to its establishment, within 7 days of receiving information about MMSL using the security measure.

#### **§ 8 - Return of the vehicle, termination and cancellation of the lease**

1. The Lessee is obliged to return the Vehicle no later than on the date of expiry of the Rental Agreement.

2. If the Rental Agreement expires before the agreed term, the Lessee is obliged to return the Vehicle immediately, no later than on the next business day after the expiry of the Rental Agreement.

3. In the event of a delay in returning the Vehicle, the Lessee will be charged a fee for non-contractual use of the Vehicle in accordance with the table.

4. The Lessee is obligated to return the Vehicle in Good Condition, in accordance with the provisions of §4 of the General Rental Terms and Conditions. The Lessee is responsible for the Vehicle not being in Good Condition upon return to the extent that any damage to the Vehicle was not reported to MMSL during the term of the Rental Agreement in the manner provided for in §4 section 7 of the General Rental Terms and Conditions. The following persons are not exempt from the liability provided for in the preceding sentence:

a) payment of a fee for damage not covered by the perpetrator's third party liability insurance policy if the actual amount of damage exceeds the fee determined in accordance with the Table of Fees and Commissions;

b) agreement between the Parties or payment of a fee for the waiver of the loss adjustment fee or an increased fee for the waiver of the loss adjustment fee.

5. The Lessee is obligated to return the Vehicle to MMSL's office or another location designated by MMSL, along with all documents and equipment received upon collection of the Vehicle.

If MMSL collects the Vehicle from the Lessee, the Lessee will cover the collection costs (transportation, any fuel refills, tow truck, external company costs, etc.). The Parties may agree in the Rental Agreement that the Vehicle will be returned outside the Republic of Poland provided the Lessee purchases the Premium package. The Parties may agree in the Rental Agreement or later that the Vehicle will be returned using a dedicated drop box, into which the Lessee or User will place the Vehicle keys. In such a case, the HANDOVER AND ACCEPTANCE PROTOCOL will be prepared unilaterally by MMSL.

6. The Lessee is obligated to return the vehicle to the Lessor with the same amount of fuel (the same battery charge level in a hybrid, plug-in, or electric vehicle) as received upon delivery. Any deficiencies, confirmed upon return of the vehicle in the HANDOVER AND ACCEPTANCE Protocol, will be replenished at the Lessee's expense in accordance with the Table of Fees and Charges.

7. If it is found that the Vehicle is not in Good Condition at the time of return or its equipment is missing, the Vehicle may be collected with the participation of an expert appointed by MMSL. The costs of any valuation shall be borne by the Lessee if the valuation confirms that the Vehicle is returned in a worse condition than that stated in the Agreements.

8. If the vehicle is returned dirty inside or out, the Lessee will be charged for an additional washing and cleaning service, in accordance with the Table of Fees and Commissions.

9. In the event of damage, excessive wear and tear or mileage exceeding the mileage limit specified in the Rental Agreement, the Lessee will be charged the full costs.

10. In the event of expiry of the Rental Agreement and the Lessee's failure to return the Vehicle within the time limit specified in the Rental Agreement, the Lessee irrevocably authorizes MMSL to take over the Vehicle at the place where it is located, including entry to the property and the rooms where the Vehicle is located, provided that MMSL may use the assistance of third parties.

11. The Lessor has the right to terminate the vehicle rental agreement with immediate effect if the Lessee:

- 1) violates the essential provisions contained in the Lease Agreement, the General Lease Terms and Conditions and the insurance conditions,
- 2) uses the vehicle in a manner inconsistent with the Rental Agreement, the General Rental Terms and Conditions or the intended use of the vehicle,
- 3) neglects the vehicle to such an extent that it is exposed to damage or loss,
- 4) makes it available to unauthorized persons,
- 5) went abroad without the consent of the Lessor,

- 6) is in default with the payment of the Rent for at least one payment period, and in the case of a short-term rental, for one day, or is in default with the payment of other fees arising from the Rental Agreement,
  - 7) failed to top up the deposit in accordance with § 7,
  - 8) interferes with the vehicle's odometer readings.
12. Termination of the lease agreement may be made in writing, in the form of correspondence sent to the Tenant's address or by electronic correspondence sent to the e-mail address indicated by the Tenant.
13. If there are grounds for terminating even one Lease Agreement without notice, MMSL may terminate all Lease Agreements concluded with the Tenant.
14. If the agreement is terminated as a result of the Lessor's declaration submitted due to the Lessee's delay in paying the amounts due under the agreement, the Lessor, after settling all arrears by the Lessee, may, within 14 days of the date of receipt by the Lessee of the termination notice, propose to the Lessee the conclusion of the lease agreement under the existing terms and conditions, at no additional cost. Failure by the Lessee to respond within two days of receipt of the Lessor's proposal shall be deemed acceptance of the lease agreement under the above terms. In the case of a Lessee who is a consumer, failure to respond within this period shall be deemed a refusal to conclude the lease agreement under the above terms.
15. Termination of the agreement does not release the Lessee from the obligation to pay any overdue payments together with any interest due.
16. In the event of a delay in payment, the Lessee will be charged by the Lessor with debt collection costs in accordance with the Table of Fees and Commissions.
17. The request for payment may be made in writing, in the form of correspondence sent to the Tenant's address or by electronic correspondence sent to the e-mail address indicated by the Tenant.
18. The Lessee is obligated to immediately inform the Lessor of any third-party claims against the vehicle. In the event of such claims, the Lessee is obligated to immediately inform these persons or the authorities conducting the relevant proceedings that they are not the owner of the vehicle.
19. The lease agreement may provide for both parties, or only one of them, the right to terminate the lease agreement, even if concluded for a fixed term. In such a case, the lease agreement should also specify a notice period, with a notice period specified in months resulting in the expiry of the lease agreement upon the expiry of the notice period specified in the lease agreement, effective at the end of the calendar month. If the lease agreement does not specify a notice period, the notice period is assumed to be one month, effective at the end of the calendar month.
20. If the Tenant is entitled to terminate the Lease Agreement other than the Short-Term Lease Agreement, the Tenant's declaration of termination of the Lease Agreement shall remain ineffective, if the Tenant does not pay MMSL an additional fee in the amount of three times the monthly rent within 3 days of submitting the notice of termination of the agreement.

21.

#### § 9 - Table of Fees and Commissions

1. The Tenant confirms that he/she has read the following Fees and Commissions:

No.	Type of activity	Fee
1	Washing/cleaning the vehicle Damage/	150 PLN
2	missing parts/equipment Missing	Dealer price list + PLN 300
3	documents/plates/stickers	Costs + min. PLN 300
4	Parking outside the rental period (shortages/damage) Daily rate per day	
5	Delayed vehicle return	3x daily rate
6	Upholstery cleaning (e.g. after	Costs + 500 PLN
7	animals) Hazardous/odorous	Costs + PLN 1000
8	materials Missing fuel	PLN 13/liter
9	Bad fuel	Costs + 500 PLN
10	Smoking tobacco	1000 PLN
11	Use other than intended. Vehicle not	Costs + PLN 4,000
12	inspected.	PLN 1,000
13	Damage not covered by the perpetrator's liability	AC: PLN 3,000, SUV: PLN 4,000, LUX: PLN 5,500 PLN
14	insurance Information for authorities	150
15	Tire relocation	200 PLN
16	Traveling abroad without	4000 PLN
17	permission Traveling to: Russia,	10,000 PLN
18	Ukraine etc. Traveling abroad with	300-600 PLN
19	permission Delay after repair	1/3 of the rent per day
20	Delivery/pickup of the car from the	PLN 300
21	service center. No breakdown report.	Costs + 500 PLN
22	Late inspection	5000 PLN
23	Warranty Limiting Action Lack of	10,000 PLN
24	Technical Inspection	1000 PLN
25	Modifications/wrapping without	Cost + 3000 PLN
26	consent Towing with another	2000 PLN
27	vehicle Lost key/remote control	Costs + PLN 750
28	Prepaid - washing	90 PLN
29	Use of the vehicle by a third party Annex	1000 PLN + costs
30	to the contract	1x free, next 75 PLN 150
31	Demand for payment	PLN
32	Debt collection visit (own) Debt	200 PLN
33	collection visit (company) Start-up	Costs + PLN 1000
34	after ignition cut-off Contract	PLN 100
35	renewal	500 PLN
36	Legal costs	Costs + PLN 200
37	Pick-up of the car after termination	1000 PLN
38	notice Pick-up by a debt collection	Costs + 500 PLN
39	agency Appropriation procedure	10,000 PLN
40	Cancellation of reservation <48h	up to 100% of rent
41	Out-of-hours service	125 PLN

No.	Type of activity	Fee
42	Vehicle delivery (branch) Lost parking	125 PLN
43	ticket Car return (Czech Republic,	200 PLN + operator fee
44	Germany etc.) Car return (Austria,	3500 PLN
45	Hungary) Car return (LUX,	4500 PLN
46	Netherlands etc.) Car return (Italy,	5000 PLN
47	France etc.) Car washing after foreign	5500 PLN
48	return Mileage limit	150 PLN
49		0.80 PLN/km
50	Child seat	35 PLN/day (max 10 days)
51	Additional driver	30 PLN/day (max 10 days)

Payment is due within 3 days from the invoice/note issue date, to the account indicated on the invoice/note. Fees and commissions are non-refundable.

#### § 10 - Final provisions

- The Tenant, being aware of the criminal liability specified in Article 286 of the Penal Code, declares that the information and documents submitted by him and required by MMSL to conclude the Lease Agreement are consistent with the current factual circumstances and that the declarations made are truthful.
- Correspondence between the Parties will be sent to the address indicated in the Lease Agreement or to the address indicated by the Party in writing as the correspondence address.
- The Parties undertake to immediately notify each other in writing of any changes to their address details. Failure to do so will result in the correspondence being deemed to have been delivered to the last address provided.
- Correspondence sent to the Tenant's address indicated in paragraph 3 by registered mail or courier shall be deemed delivered no later than the seventh day from the date of posting.
- MMSL will deliver any changes to the General Rental Terms and Conditions to the Tenant on a durable medium at least one billing period in advance of the changes coming into effect. At the same time, the Tenant will be informed of the right to terminate the Rental Agreement if the changes are not accepted, unless they result from changes in legal regulations.
- In the event of the changes referred to in paragraph 5, the Tenant has the right to terminate the Lease Agreement no later than 14 days before the effective date of these changes. Failure by the Tenant to terminate the Lease Agreement shall be deemed consent to the new terms of the General Terms and Conditions of Lease Agreements.
- MMSL has the right to refuse to accept an order for a Vehicle without giving any reason.
- Whenever the OWNP or the Lease Agreement stipulates a fee for the benefit of MMSL, MMSL is entitled to seek compensation for damages exceeding the amount of the stipulated fee in accordance with general principles.
- If the Lessee is a Consumer, the provisions of §3 section 6 sentence 1 and section 11, §4 section 7 second sentence, section 27 and section 28, §7 section 1 point 1) to the extent that it provides for an increase in the Rent, §7 section 6, section 19 and section 20, §8 section 20 and §10 section 10 of the General Lease Conditions shall not apply.
- To resolve any disputes arising from the Lease Agreement, the Parties shall designate a common court having jurisdiction over the registered office of MMSL.
- In matters not regulated in the OWNP and the Lease Agreement, the relevant provisions of the Civil Code shall apply.
- All deviations from the OWNP require an express written agreement of the Parties.

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Tenant

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MMSL