

Introduction

1. Terms and Conditions issued by PANEK S.A., Grójecka 208, 02-390 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division, KRS 0000324104, NIP: 6922461623, share capital of PLN 1,000,000 fully paid-up ("**Lessor**") determines the terms and conditions of car rental and constitutes an integral part of the rental contract ("**Contract**"). In case of conflict between the Contract and the Terms and Conditions, the provisions of the Contract shall prevail.
2. Definitions: a) **Hirer** - a party to the Contract or the person who made the reservation for a car; b) **User** - the Hirer and any person indicated by the Hirer in the Contract as authorised to drive the car or a person to whom the Hirer actually entrusted driving the car; c) **documentary form** - documentary form within the meaning of the Civil Code, including in particular e-mails, text messages or recorded telephone conversations.

Hirer and driving rights

3. The Hirer of a car may be:
 - 1) A natural person who meets all the conditions:
 - a) presents to the Lessor a valid identity card or a valid passport,
 - b) presents to the Lessor a credit card valid for more than 3 months from the end of the rental period,
 - c) is entered into the Central Register and Information on Business Activity - if he/she concludes the Contract as an entrepreneur,
 - d) is:
 - 19 years old – car classes: B, B+, B automatic, M;
 - 21 years old - car classes: C, C+, C automatic, C SUV, C SUV automatic, C+ automatic, N, unless he/she pays a fee from section 50;
 - 23 years old - car classes: C Premium, D, D automatic, D Premium, SUV, SUV automatic, VAN, VAN automatic, R, R automatic unless he/she pays a fee from section 50;
 - 28 years old - car classes: SUV Premium, E, unless he/she pays a fee from section 50;
 - 25 years old – car class other than mentioned above unless he/she pays a fee from section 50;
 - 2) A legal person or an organizational unit whose representative concluding the Contract:
 - a) resents information corresponding to the current excerpt from the Register of Entrepreneurs of the National Court Register, and
 - b) resents the document referred to in section 1 a) above and proof of authorization to conclude the Contract (e.g. power of attorney) - if such authorization does not result from the document referred to in section 2 a) above, and
 - c) fulfils the condition referred to in section 1 d) above.
4. The Hirer who is a consumer agrees to obtain by the Lessor information concerning the payment credibility of the Hirer in business information offices operating on the basis of the Act of 9 April 2010 on the provision of business information and exchange of business data. The Lessor has the right to refuse to conclude the Contract, if the business information office makes available negative information concerning the payment credibility of the Hirer or immediate termination of the Contract, if such information is made available after the conclusion of the Contract.
5. The Hirer bears full responsibility for the car and for the actions and negligence of the User, in particular the User's compliance with the Terms and Conditions and the Contract until the car is picked up by the Lessor, on the basis of the acceptance protocol signed by the Lessor. If the Contract is concluded by more than one Hirer, their liability is joint and several.
6. Only the Hirer and the User are entitled to drive a car, who at any time during the term of the Contract meet the criteria specified in Section 3.1 d), have been authorised to drive a car for at least one year and have a driving licence valid in Poland.
7. In the event of a finding that the Hirer or User does not meet the requirements specified in section 6, the Lessor is entitled to refuse to conclude the Contract or to terminate it immediately.

Booking a car and concluding a Contract

8. The Hirer makes a car reservation using the form available on ipanek.pl website according to the prices quoted on this website on a given day. The Hirer will receive a confirmation of making the reservation to the e-mail address provided.
9. The conditions for the conclusion of the Contract by the Lessor are as follows:
 - a) positive verification of the data of the Hirer meeting the conditions specified in section 3;
 - b) the Hirer's acceptance of the binding Terms and Conditions available at ipanek.pl;
 - c) making a reservation at least 12 hours before the planned time of pick-up of the car;
 - d) providing details of a credit card meeting the condition referred to in section 3.1.b);
 - e) in the case of payment by bank transfer - crediting the amount of the transfer on the bank account of the Lessor.
10. The Contract is concluded by signing it by the Hirer and the Lessor's representative on the terms and conditions of the reservation, unless the Parties agree otherwise, which does not violate sections 12 and 13. The Contract may be concluded with the use of the Lessor's electronic device (e.g. tablet) for this purpose. In such a case, the signature is placed on the device in the place designated for this purpose and transferred to the Contract and to the protocol of car handover. The same rules apply to the protocol of car pick-up.
11. When concluding the Contract, a pre-authorisation is made on the Hirer's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions. The pre-authorisation shall be released within the time limit specified in the procedures of the issuing bank. The Lessor is entitled to charge the Hirer with unpaid but due amounts resulting from the Contract and the Terms

and Conditions. In the event of a blockade lasting longer than 14 calendar days, the Lessor recommends the Hirer to contact the bank. Exemption of pre-authorisation does not mean that the Lessor waives the claims to which he is entitled in relation to the Hirer.

12. If it is impossible to hand over a car in accordance with the confirmed reservation, the Hirer may rent a car of the same or higher class for the price of the reservation, which does not constitute non-performance or improper performance of the Contract.

13. In case of prolongation of the rental, the Hirer is charged according to the last price valid for the Hirer.

Obligations of the Hirer

14. The Hirer receives a clean car in good working order, in a condition enabling its proper use, and undertakes to use it with due diligence and return it in the condition in which it was handed over, together with the keys, remote control, documents and equipment. The car is equipped with a GPS monitoring device.

15. The Hirer and the User are obliged to use the car in the manner specified in the Contract, and in accordance with the properties and purpose of the car, and in addition they are obliged to:

- a) lock the car and secure outside the car documents of the car, keys and remote control when leaving the car,
- b) carry out, at their own expense, a basic inspection of the vehicle covering in particular the checking and refilling of engine oil, fuel, windscreen washer fluid, coolant, brake fluid, AdBlue, and check the correct tyre pressure and functioning of the lights,
- c) use the correct fuel as indicated at the filling unit or in the registration certificate in box P3.

16. The cost of fuel used during the rental, service fluids and repair or replacement of damaged tyres (in the event that it is not possible to purchase a single tyre of the same type, also a second tyre for the same axle) is covered by the Hirer.

17. You may travel abroad by car only to the following continental part of countries (excluding islands): Lithuania, the Czech Republic, Slovakia, Germany, Austria, Hungary, Estonia, Latvia, the Netherlands, Belgium, Denmark, France, Switzerland, Italy, Slovenia and Croatia, provided that the Lessor agrees to the trip abroad and the Hirer pays the one-off fee specified in sections 64, 65 or 66 respectively. All costs related to breakdown, damage or theft and the return of the car located outside Poland must be covered in full by the Non-Consumer Hirer. The Hirer who is a consumer shall bear the costs referred to in the preceding sentence, unless he proves that he is not responsible for their occurrence and breach of the Contract.

18. If the law of the country from point 17 specifies requirements concerning the equipment of the car different from the Polish law, the Hirer is obliged to adjust the car to the requirements of the law of this country at their own expense, which does not entitle the Hirer to intervene in the car and does not abolish the obligation to return the car in the state in which it was handed over.

19. If the Hirer uses the car in a manner inconsistent with the Contract or its intended use, as well as if the circumstances indicate a justified suspicion of its theft or misappropriation, the Lessor may terminate the Contract with immediate effect.

20. It is forbidden to smoke tobacco products, electronic cigarettes, consume alcohol, use drugs and transport animals outside a container specially designed for this purpose.

21. It is forbidden to remove or cover up the markings on the car, including the company markings of the Lessor, unless the Lessor agrees to it in writing or to the e-mail address indicated by the Hirer.

22. The payment of all monetary penalties, fines, parking fees, motorway fees and other fees for the use of road infrastructure, as well as private and public legal fees resulting from the use of the car is the obligation of the Hirer or the User, unless the Hirer proves that the Hirer or the User are not responsible for the occurrence of such amounts to be paid. The Hirer is obliged to return to the Lessor the amounts paid by the Lessor in connection with the breach by the Hirer of the obligation specified in the preceding sentence.

Return of the car

23. The Hirer is obliged to return the car at the place and time specified in the Contract. With the prior consent of the Lessor and for a fee from section 63, the Hirer may return the car in a different place than specified in the Contract.

24. A delay in returning the car up to 59 minutes does not result in any additional charges. The return of the car after that time shall result in charging a contractual penalty in accordance with section 41 (j), subject to section 25, as well as the Hirer shall bear the fees referred to in section 51 and following.

25. Extension of the car rental is possible in writing or in a documentary form only if the Lessor is notified of the will to extend the rental at least 12 hours before the return date specified in the Contract and obtains the Lessor's consent for extension and makes the payment for the whole period of additional rental.

26. A car not returned on time, also due to failure to meet all the conditions specified in section 25, is reported to the Police as stolen or misappropriated. The Hirer is obliged to pay the contractual penalty and fees in accordance with section 24.

27. In the event of delay in returning the car without the consent of the Lessor, the Lessor is entitled to collect the car from any place and to charge the Hirer with the full costs associated with this collection.

28. The car, car keys and car documents may be returned, subject to sections 30 and 31, exclusively to a representative of the Lessor. The return of the car is confirmed by a receipt protocol signed by the representative of the Lessor and the Hirer. If the Hirer avoids participation in the collection or signing the collection protocol or is absent from the agreed place and time of return, the Lessor may make the collection unilaterally.

29. Rental points can be points with or without a representative of the Lessor. Information in this respect can be found on the ipanek.pl website in the Branches tab together with the working hours of the point.

30. The car shall be returned to the agent's point during working hours of that point as described in point 28 or by placing the keys in the box/ night safe. The Hirer's return of the car by placing the keys in the box/ night safe is tantamount to the Hirer's consent to one-sided collection of the car by the Lessor by signing a protocol of car collection by the representative of the Lessor. The return of the car in a point with a representative outside working hours of this point, as well as each time in a point without a representative takes place at the choice of the Hirer:

a) by placing the keys and documents of the car in the box / night safe - in the case of a point with a box / night safe; the Hirer thus accepts the unilateral collection of the car by the Lessor by signing a protocol of collection of the car by the representative of the Lessor; or
b) in the presence of a representative, upon signing a bilateral protocol of car collection, for a fee from section 53. The service needs to be notified 24 hours before the end of the rental period.

31. In the event of returning the car in the absence of a representative of the Lessor at a place other than the point of rental agreed with the Lessor - the Hirer shall return the car by handing over the keys and documents of the car to the person indicated by the Lessor. In this way, the Hirer accepts that the Lessor unilaterally collects the car by signing the protocol of car collection by the representative of the Lessor.

32. If the insurance company or assistance operator is obliged to pay for the rental of a car under an agreement separate from the Contract, and the Hirer extends the rental, the obligation to pay for each additional day after the expiry of the period agreed with the insurance company or assistance operator, passes to the Hirer. The Hirer is obliged to pay the amount due in advance, and the Contract is extended only by the period paid in advance by the Hirer. If the payment is not made, the Contract is terminated upon the lapse of the last paid rental day.

Breakdown, damage, car theft

33. The Lessor shall make the vehicle available for inspection or replacement of tyres at the place and time indicated by the Lessor.

34. In the event of a breakdown or malfunction of the car, the Hirer is obliged to immediately notify the Lessor. The Hirer has no right to make repairs and tow the car without the consent of the Lessor under pain of covering their costs. In the event of leaving the car defective or damaged due to the fault of the Hirer outside the place of return indicated in the Contract, the Hirer shall bear the cost of its towing.

35. The Hirer does not have the right to use the rented car for towing.

36. In case of car theft, damage, collision or accident, the Hirer is obliged to immediately inform the Police and the Lessor about the event at the phone number +48 665 800 000. The Hirer is also obliged to cooperate with the insurance company and the Lessor in the scope necessary to eliminate the damage, in particular to provide a written description of the event, copies of documents required by the insurance company, including a statement of sobriety at the time of the event. In the event of the theft of the car, the Hirer is obliged to immediately return the keys and documents of the car to the Lessor. The Hirer is liable for damage caused as a result of failure to perform the obligations arising from this section, unless he/she proves that the lack of his/her cooperation does not hinder the Lessor from pursuing claims for the events indicated above.

37. In the event of a breakdown or immobilisation of the car, the Lessor shall provide the Hirer with a replacement car within 12 hours in Poland or 48 hours in the countries listed in section 17 from the moment of informing the Lessor. The Hirer shall not pay the rental fee for the period of waiting for the replacement vehicle. If the substitute car is of a lower class, the fee is reduced accordingly.

38. The provision of a substitute car is not allowed in the case of:

- a) loss or destruction of the registration certificate, insurance policy or car keys;
- b) damage to the car due to the fault of the Hirer or the User;
- c) immobilization of the car outside Poland in the event of failure to obtain the consent of the Lessor to travel abroad or to pay the fee for such travel;
- d) parking damages and acts of vandalism, unless they prevent the use of the car and their occurrence is not the responsibility of the Hirer;
- e) tyre punctures.

Hirer's liability and contractual penalties

39. For events specified in sections 40 and 41 of the Terms and Conditions, the Hirer shall pay the Lessor the contractual penalty specified in these sections, unless he/she proves that the event occurred for reasons not attributable to the Hirer or the User.

40. The contractual penalty for damage or non-performance of obligations under section 36 depends on the class of the car and amounts to:

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| – class B, B+, B automatic | - PLN 2000 |
| – class C, C+, C automatic, C SUV, C SUV automatic, C+ automatic, M | - PLN 4000 |
| – class C Premium, D, D automatic, SUV, SUV automatic, N | - PLN 5000 |
| – class D Premium, VAN, VAN automatic, R, R automatic | - PLN 7000 |
| – class E, SUV Premium | - PLN 10000 |
| – classes other than above | - PLN 5000 |

41. Other contractual penalties:

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| a) damage or loss of a key or remote control for the car | - PLN 1000 |
| b) damage, loss of license plate, registration stickers on the windscreen (per each) | - PLN 400 |
| c) smoking tobacco, electronic cigarettes, alcohol consumption, drug use in the car | - PLN 500 |
| d) transporting animals outside their own container specially designed for that purpose | - PLN 300 |
| e) returning a dirty passenger car | - PLN 100 |
| f) returning a dirty delivery van, a special purpose vehicle | - PLN 150 |
| g) returning a car with non-durable (i.e. removable under standard cleaning procedures used in professional car washes) stains on seats, upholstery, in the boot | - PLN 500 |
| h) returning a dirty child seat | - PLN 50 |
| i) returning a damaged or incomplete child seat | - PLN 350 |
| j) non-contractual car use - value of the daily rate specified in the Contract plus PLN 100 per each commenced day | |

- k) loss of the guarantee for the car due to the fault of the Hirer or the User, repair of the car without the consent of the Lessor - PLN 2000
- l) refuelling the car with an incorrect type of fuel referred to in section 15 c) - PLN 2000
- m) disassembly, replacement of car parts or making alterations without the consent of the Lessor - PLN 2500
- n) travelling abroad without the Lessor's consent, travelling beyond the limits of the continental part of foreign country - PLN 2000
- o) driving a car by a person other than the Hirer, the User - PLN 1000
- p) damage or loss of a hubcap (for each hubcap) - PLN 100
- q) rim damage (per rim) - PLN 1000
- r) tyre damage in the situation described in section 16 - PLN 100
- s) tyre damage in the situation described in section 16 where no single tyre of the same type can be purchased - PLN 200
- t) loss of a parking ticket issued by the parking operator - the cost of the operator's fee for the lack of a ticket plus PLN 50
- u) refuelling of missing fuel with the original quantity for each litre of fuel (the penalty shall cover a flat-rate purchase cost and missing fuel replenishment) - PLN 10
42. The Lessor has the right to claim supplementary compensation on general principles in case the amount of damage exceeds the due contractual penalty.
43. The Hirer, for a fee specified in section 57, may purchase Packages reducing their liability for external damage to the car:
- a) Partial Protection - CDW+TP (Collision Damage Waiver + Theft Protection) - the Hirer's liability in section 40 is reduced by 50% and section 42 is excluded;
- b) Full Protection - SCDW+TP+WDP+TDP (Super Collision Damage Waiver + Theft Protection + Window Damage Protection + Tire Damage Protection) - section 40 (including windows, tyres, rims), section 42 and section 41(p-s) are excluded.
44. The purchase of the Package may take place at the latest upon the conclusion of the Contract and only for the entire term of the Contract. It is not possible to change the Package during the rental period.
45. The packages listed in section 43 do not exclude liability under other contractual penalties and other liability specified in the Terms and Conditions (including liability under section 46).
46. The Hirer is liable up to the full amount of the damage if the damage resulted from his wilful act or omission or negligence, including:
- a) culpable damage to the interior of the car, leaving permanent stains;
- b) driving a car under the influence of alcohol, drugs or other intoxicants, or without a valid driving licence;
- c) escape from the scene of the accident or collision;
- d) unauthorised travel by car outside the territory of Poland;
- e) failure to return the documents of the car or a set of keys after the theft of the car or failure to fulfil other obligations required by the insurer resulting in refusal to pay compensation;
- f) exceeding the permissible speed or load capacity, or any other violation of road traffic regulations in force at the place where the collision or road accident occurred;
- g) participation in competitions, rallies, races, shows and other such events;
- h) use of false data or documents in order to rent a car;
- i) use of the car by a person other than the Hirer or the User.
47. In particularly justified cases, the Lessor has the right to withdraw from calculating in whole or in part the contractual penalty or additional fees.

Fees

48. Fees, including rental fee, are charged in advance in Polish Zloty (PLN). If it is not possible to collect a given fee in advance due to the type or timing of the obligation to pay it, the fee is collected at the end of the rental period. The parties may specify the rules of settling the amounts due differently, in particular with the participation of a third party in such settlements. If the third party refuses to cover all or part of the Lessor's receivables resulting from the rental, the Hirer is obliged to pay them within 7 days from the date of the notice. The Hirer may withdraw the consent to issue and send accounting documents electronically, in writing or by e-mail: reklamacje@panek.eu The prices listed in the Terms and Conditions, the Contract and on ipanek.pl are gross prices, unless the Contract or framework agreement states otherwise. The Hirer shall be charged with all costs related to the payment of amounts due under the Contract. To foreign currency payments exchange rate 1 Euro = 5,00 PLN and 1 Dollar = 4,50 PLN shall apply.
49. In the event of a delay of the Hirer in the payment of the amounts due under the Contract or the Terms and Conditions, the Lessor shall be entitled to maximum interest for the delay specified in Article 481 §2(1) of the Civil Code.
50. Car rental of class C, C+, C automatic, C SUV, C SUV automatic, C+ automatic, N by a person aged 19 - 21 years, car class C Premium, D, D automatic, D Premium, R, R automatic, SUV, SUV automatic, VAN, VAN automatic by a person aged 21-23 years or car class E, SUV Premium by a person aged 25 - 28 years (per day of rental) - PLN 50
51. Issuing a car outside the working hours of the rental office - PLN 60
52. Returning the car in a city other than the city of issuing - PLN 0
53. Returning the car in the cases referred to in section 30 b) - PLN 100
54. Exceeding the kilometre limit payable for each kilometre exceeded - PLN 0,50
55. Delivery or collection within the limits of the city in which the rental office is located - PLN 60
56. Car delivery/collection outside the city where the rental office is located – 4 PLN per km from the city centre indicated by navigation to the place of delivery or collection.
57. The packages referred to in section 43 (the following daily rate is charged for each of the first 7 days of the rental period, starting from the 8th day - the daily fee is 1/3 of the daily rate):
- a) **Partial Protection - CDW+ TP**

classes B, B+, B automatic	- PLN 30
classes C, C+, C automatic, C SUV, C SUV automatic, C+ automatic, M	- PLN 50
classes C Premium, D, D automatic, D Premium, SUV, SUV automatic, N	- PLN 60
classes VAN, VAN automatic, R, R automatic	- PLN 80
classes E, SUV Premium	- PLN 100
classes other than indicated above	- PLN 60
b) Full Protection - SCDW + TP + WDP + TDP	
classes B, B+, B automatic	- PLN 50
classes C, C+, C automatic, C SUV, C SUV automatic, C+ automatic, M	- PLN 80
classes C Premium, D, D automatic, D Premium, SUV, SUV automatic, R, R automatic, VAN, VAN automatic, N	- PLN 100
classes E, SUV Premium	- PLN 150
classes other than indicated above	- PLN 100
58. Each User other than the Hirer for each day of rental	- PLN 15
59. GPS navigation with a map of Poland (per day, but not more than 10 days)	- PLN 20
60. Child seat or cushion (per day, but not more than 10 days)	- PLN 30
61. Administrative fee for handling fees or charges referred to in section 22	- PLN 100
62. Resignation from the performance of the Contract 48 hours or less before the commencement of the rental period	- PLN 250
63. Returning the car in a different place than specified in the Contract	- PLN 300
64. Travelling to: Germany, Czech Republic, Slovakia, Lithuania	- PLN 200
65. Travelling to: Austria, Hungary, Latvia	- PLN 400
66. Travelling to: Netherlands, Belgium, France, Switzerland, Italy, Slovenia, Croatia, Estonia, Denmark	- PLN 800

Final provisions

67. Complaints should be sent to the Lessor's address from section 1 or by e-mail: reklamacje@panek.eu The complaint shall be reviewed within 30 days from the date of its receipt by the Lessor, and the Hirer shall be informed about the manner in which the complaint has been processed in the form in which the complaint was received.
68. Any amendment or termination of the Contract shall be in writing or in a document form.
69. The personal data administrator is the Lessor PANEK S.A. with its registered office in Warsaw (02-390), ul. Grójecka 208. The principles of personal data processing by the Lessor and the clauses concerning the fulfilment of information obligations by the Lessor are included in the Privacy Policy.
70. The Hirer is not entitled to withdraw from the Contract or extend the Contract pursuant to Article 27 of the Act of 30 May 2014 on Consumer Rights pursuant to Article 38 point 12 of this Act.
71. The Terms and Conditions and the Contract are governed by Polish law. Any disputes arising in connection with the with the Contract shall be resolved by a court having jurisdiction over the Lessor's registered office, except for cases where the party is a consumer within the meaning of Article 22(1) of the Civil Code, which shall be resolved by a court of general jurisdiction.