

POLAND

Terms and Conditions of PANEK S.A. with respect to rent-a-car services ("Terms and Conditions")

in force since November 17th, 2023

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" or "Rental Agreement"). In case of conflict between the Contract and the Terms and Conditions, the provisions of the Contract shall prevail. If Contract or other car rental document refers to Ogólne Warunki Najmu Pojazdu or OWNP, it means that it refers to these Terms and Conditions.
2. Definitions: a) the Renter (or the Tenant") - a party to the Contract or the person who made the reservation for a car; b) the Car User - the Renter and any person indicated by the Renter in the Contract as authorised to drive the car or a person to whom the Renter 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.

Renter and driving rights

3. The Renter 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, and
 - b) presents to the Lessor a driving licence document valid on the territory of Poland, confirming that he/she has had the right to drive vehicles (driving license of the appropriate category) for at least one year before the date of commencement of the rental (subject to section 45 c) of the Terms and Conditions), and
 - c) presents to the Lessor: (i) a credit card and in the case of rental of an SUV Premium, E, F, G, H class car - two credit cards (subject to section 45 a) of the Terms and Conditions) or (ii) a debit card subject to conditions specified in section 45 e) of the Terms and Conditions and provided that such debit card is not a prepaid card (e.g. Revolut, Zen, Maestro, etc.) - valid for more than 3 months from the end of the rental period, and
 - d) is entered into the Central Register and Information on Business Activity - if he/she concludes the Contract as an entrepreneur, and
 - e) is:
 - 19 years old – car classes: A, A automatic, B, B+, B automatic, M unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 21 years old - car classes: C, C+, C automatic, C+ automatic, C Crossover, C automatic Crossover, C automatic CS Crossover, N, unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 23 years old - car classes: C Premium, D, D automat, D Premium SUV, SUV automatic, VAN, VAN automatic, R, R automatic, unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 28 years old - car classes: SUV Premium, E, unless he/she pays a fee from section 52 and buys Full Protection Package, and car classes F, G, H;
 - 25 years old – car class other than mentioned above unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 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(e) above.
4. The Renter who is a consumer agrees to obtain by the Lessor information concerning the payment credibility of the Renter 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 Renter or immediate termination of the Contract, if such information is made available after the conclusion of the Contract.
5. The Renter bears full responsibility for the car and for the actions and negligence of the Car User, in particular the Car 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 Renter, their liability is joint and several.
6. Only the Renter and the Car 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)(b, e), have been authorised to drive a car for at least one year and have a driving licence valid in Poland (subject to section 45 c) of the Terms and Conditions).
7. In the event of a finding that the Renter or Car 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 Renter 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 Renter 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 Renter and the User meeting the conditions specified in section 3;
 - b) the Renter'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(s) meeting the condition referred to in section 3.1.c) or making a payment by using pay-by-link method – via the link provided.
10. The Contract is concluded by signing it by the Renter 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, mobile phone) 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, the takeback protocol and other documents relating to car rental. The same rules apply to the protocol of car pick-up.
11. When concluding the Contract, a pre-authorisation (deposit) is made on the Renter'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 Renter 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 Renter 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 Renter.
12. If it is impossible to hand over a car in accordance with the confirmed reservation, the Renter 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 Renter is charged according to the last price valid for the Renter, subject to the provisions of section 33 of the Terms and Conditions.
14. Delay in the collection of the car by the Renter lasting more than 1 hour after the planned date of collection of the car may be treated by the Lessor as resignation from concluding the Contract.

Obligations of the Renter

15. The Renter 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, with the same fuel level, with the keys and equipment. The car is equipped with a GPS monitoring device.
16. The Renter and the Car 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 and keys,
 - 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,
 - d) not to turn off ESP system in the car,
 - e) not to activate launch control system in the car.
17. 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 Renter.
18. You may travel abroad by car only to the continental parts of the following countries (islands excluded): Lithuania, the Czech Republic, Slovakia, Germany, Austria, Hungary, Estonia, Latvia, the Netherlands, Belgium, Luxembourg, Denmark, France, Switzerland, Italy, Slovenia and Croatia, provided that the Lessor agrees to the trip abroad and the Renter pays the one-off fee specified in sections 66 or 67 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 Renter. The Renter 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.
19. If the law of the country from section 18 specifies requirements concerning the equipment of the car different from the Polish law, the Renter is obliged to adjust the car to the requirements of the law of this country at their own expense, which does not entitle the Renter to intervene in the car and does not abolish the obligation to return the car in the state in which it was handed over.
20. If the Renter 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.
21. It is forbidden to smoke tobacco products, electronic cigarettes, consume alcohol, use drugs and transport animals outside a container specially designed for this purpose.
22. 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 Renter.
23. 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 Renter or the Car User, unless the Renter proves that the Renter or the Car User are not responsible for the occurrence of such amounts to be paid. The Renter is obliged to return to the Lessor the amounts encumbering the Lessor in connection with the breach by the Renter of the obligation specified in the preceding sentence.

Return of the car

24. The Renter 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 65, the Renter may return the car in a different place than specified in the Contract.
25. 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 42 (j), subject to section 26, as well as the Renter shall bear the fees referred to in section 52 and following.
26. 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.
27. A car not returned on time, also due to failure to meet all the conditions specified in section 23, is reported to the Police as stolen or misappropriated. The Renter is obliged to pay the contractual penalty and fees in accordance with section 25.
28. 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 Renter with the full costs associated with this collection.
29. The car may be returned, subject to sections 31 and 32, 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 Renter. If the Renter avoids participation in the collection or signing the car pick up protocol or is absent from the agreed place and time of return, the Lessor may make the pick up unilaterally.
30. 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.
31. The car shall be returned to the agent's point during working hours of that point as described in point 29 or by placing the keys in the box/ night safe. The Renter's return of the car by placing the keys in the box/ night safe is tantamount to the Renter's consent to one-sided collection of the car by the Lessor by signing a car pick up protocol 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 Renter:
 - 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 Renter thus accepts the unilateral pick up of the car by the Lessor by signing a car pick up protocol by the representative of the Lessor;
 - or
 - b) in the presence of a representative, upon signing a bilateral car pick up protocol, for a fee from section 55. The service needs to be notified 24 hours before the end of the rental period.
32. 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 (eg. a car service station) - the Renter 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 Renter accepts that the Lessor unilaterally collects the car by signing the car pick up protocol by the representative of the Lessor.
33. If the organiser of the lease is an insurance company or assistance operator, the lease rent for the period approved by that entity and other accepted fees shall be paid by the organiser of the lease. If the insurance company or assistance operator fails to make the payment, the Renter is obliged to settle the payment. If the Renter extends the lease beyond the period approved by the insurance company or assistance operator, the obligation to pay for each additional day after the period agreed with the insurance company or assistance operator is transferred to the Renter. The extension may take place in any form, in particular documentary (e.g. recorded telephone call) in accordance with the price list applicable at the Lessor. The Renter is obliged to pay the amount due in advance, and the Contract is extended only by the period paid in advance by the Renter. If the payment is not made, the Contract is terminated upon the lapse of the last paid rental day.

Breakdown, damage, car theft

34. The Renter shall make the vehicle available for inspection or replacement of tyres at the place and time indicated by the Lessor.
35. In the event of a breakdown or malfunction of the car, the Renter is obliged to immediately notify the Lessor. The Renter 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 Renter outside the place of return indicated in the Contract, the Renter shall bear the cost of its towing.
36. The Renter does not have the right to use the rented car for towing.
37. In case of car theft, damage, collision or accident, the Renter is obliged to immediately inform the Police and the Lessor about the event at the phone number +48 665 800 000. The Renter 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 or a statement of the perpetrator. In the event of the theft of the car, the Renter is obliged to immediately return the keys and documents of the car to the Lessor. The Renter is liable for damage caused as a result of the loss of the car or failure to perform the obligations arising from this section, unless he/she proves that neither the Renter nor the Car User is at fault for it.
38. In the event of a breakdown or immobilisation of the car, the Lessor shall provide the Renter with a replacement car within 12 hours in Poland or 48 hours in the countries listed in section 18 from the moment of informing the Lessor. The Renter 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.
39. Subject to the next provision of Terms and Conditions, the provision of a substitute car is not allowed in the case of:
 - a) loss or destruction of the car keys;
 - b) damage to the car due to the fault of the Renter or the Car 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 Renter;
- e) tyre punctures.

The provision of a substitute car is allowed:

a) in case of window or tyre damage – provided that the Renter purchased Full Protection, in case of no Full Protection – provided that an additional pre-authorisation (deposit) is made on the Renter's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions

b) in case of other car damage due to the fault of the Renter or the Car User (other than window or tyre damage) - provided that the Renter purchased Full Protection and provided that an additional pre-authorisation (deposit) is made on the Renter's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions

The Lessor may define with the Renter the additional conditions for providing a replacement vehicle in cases specified in this section.

Renter's liability and contractual penalties

40. For events specified in sections 41 and 42 of the Terms and Conditions, the Renter 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 Renter or the Car User.
41. The contractual penalty for damage or non-performance of obligations under section 37 depends on the class of the car and amounts to:
 - class A, A automatic, B, B+, B automatic, M - PLN 4000/930 Euro
 - class C, C+, C automatic, C+ automatic, C Crossover, C automatic Crossover, C automatic CS Crossover, SUV, SUV automatic, N - PLN 6000/1395 Euro
 - class C Premium, D, D automatic, D Premium, VAN, VAN automatic, R, R automatic - PLN 8000/1860 Euro
 - class E, F, SUV Premium - PLN 10000/2325 Euro
 - class G, H - PLN 15000/3488 Euro
 - classes other than above - PLN 6000/1395 Euro
42. Other contractual penalties:
 - a) damage or loss of a car key - PLN 1500/349 Euro
 - b) damage, loss of license plate, registration stickers on the windscreen (per each) - PLN 400/94 Euro
 - c) smoking tobacco, electronic cigarettes, alcohol consumption, drug use in the car - PLN 500/117 Euro
 - d) transporting animals outside their own container specially designed for that purpose - PLN 400/94 Euro
 - e) returning a dirty passenger car - PLN 350/85 Euro
 - f) returning a dirty vehicle other than a passenger car - PLN 350/85 Euro
 - 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 700/165 Euro
 - h) returning a dirty child seat - PLN 50/12 Euro
 - i) returning a damaged or incomplete child seat - PLN 350/82 Euro
 - j) non-contractual car use - value of the daily rate specified in the Contract plus PLN 500/117 Euro per each commenced day
 - k) loss of the guarantee for the car due to the fault of the Renter or the Car User, repair of the car without the consent of the Lessor - PLN 2000/466 Euro
 - l) refuelling the car with an incorrect type of fuel referred to in section 16 c) - PLN 2000/466 Euro
 - m) disassembly, replacement of car parts or making alterations without the consent of the Lessor - PLN 2500/582 Euro
 - n) travelling abroad without the consent of the Lessor, travelling to non-continental part of the countries - PLN 2000/466 Euro
 - o) driving a car by a person other than the Renter, the Car User - PLN 2000/466 Euro
 - p) damage or loss of a hubcap (for each hubcap) - PLN 100/24 Euro
 - q) rim damage (per rim) - PLN 1000/233 Euro
 - r) tyre damage in the situation described in section 17 - PLN 200/48 Euro
 - s) tyre damage in the situation described in section 17 where no single tyre of the same type can be purchased - PLN 400/94 Euro
 - 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 50/12 Euro
 - 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 12/3 Euro
 - v) turn off of ESP system, activation of launch control system (each case) - PLN 3000/698 Euro
43. The Lessor has the right to claim supplementary compensation on general principles in case the amount of damage exceeds the due contractual penalty.
44. The Renter, for a fee specified in section 59, may purchase Packages reducing their liability for external damage to the car:
 - a) Partial Protection - CDW+TP (Collision Damage Waiver + Theft Protection) - the Renter's liability in section 41 is reduced by 50% and moreover section 43 applies only to cases specified in section 48;
 - b) Full Protection - SCDW+TP+WDP+TDP (Super Collision Damage Waiver + Theft Protection + Window Damage Protection + Tire Damage Protection) - section 41 (including windows, tyres, rims), section 42(p-s) and moreover section 43 applies only to cases specified in section 48.

45. Purchase of the Full Protection Package is a condition for concluding the Contract in the following cases:
 - a) when the rental concerns a car of SUV Premium or E class and the Renter presents only one credit card to the Lessor;
 - b) when the Renter at the time of concluding the Contract has not reached the age required for the class of the rented car specified in section 3.1).e) of the Regulations;
 - c) when the Renter or The Car User at the time of concluding the Contract hasn't had the right to drive vehicles (driving license of the appropriate category) for at least one year;
 - d) travel abroad;
 - e) when the Renter has a debit card only, subject to Renter's obligation to present a credit card when the rental concerns a car of SUV Premium or E class specified in section 45 a) of this Terms and Conditions.
46. 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 purchase the Package as far as car class F, G or H is concerned, as well as it is not possible to change the Package during the rental period.
47. The packages listed in section 44 do not exclude liability for other contractual penalties not mentioned in this point and other liability specified in the Terms and Conditions (including section 48).
48. The Renter having Partial or Full Protection purchased is liable up to the full amount of the damage if the damage resulted from his wilful act or omission or gross negligence, including:
 - a) driving a car under the influence of alcohol, drugs or other intoxicants, or without a valid driving licence;
 - b) escape from the scene of the accident or collision;
 - c) unauthorised travel by car outside the territory of Poland;
 - d) failure to return the documents of the car or a set of keys after the loss of the car or failure to fulfil other obligations required by the insurer resulting in refusal to pay compensation or inability to claim such compensation;
 - e) 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;
 - f) participation in competitions, rallies, races, shows and other such events;
 - g) use of false data or documents in order to rent a car;
 - h) use of the car by a person other than the Renter or the Car User.
49. 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

50. Fees, including rental fee, are charged from the Lessee 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 Renter is obliged to pay them within 7 days from the date of the notice. The Renter 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 Renter shall be charged with all costs related to the payment of amounts due under the Contract.
51. In the event of a delay of the Renter 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 §21 of the Civil Code.
52. Car rental of class A, A automatic, B, B+, B automatic, M by a person aged under 19 years or C, C+, C automatic, C+ automatic, C Crossover, C automatic Crossover, C automatic CS Crossover, 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) – fee applies separately to the Renter and the Car User - PLN 60/14 Euro
53. Issuing a car outside the working hours of the rental office, on Sunday or bank holiday - PLN 100/25 Euro
54. Returning the car in a city other than the city of issuing - PLN 299/70 Euro
55. Returning the car in the cases referred to in section 31 b) - PLN 100/25 Euro
56. Exceeding the kilometre limit payable for each kilometre exceeded - PLN 0,50/0,12 Euro
57. Delivery or collection within the limits of the city in which the rental office is located - PLN 100/25 Euro
58. Car delivery/collection outside the city where the rental office is located – 4 PLN/1 Euro per km from the city centre indicated by navigation to the place of delivery or collection, in any case not less than PLN 100/25 Euro.
59. The packages referred to in section 44 (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 1/2 of the daily rate):
 - a) Partial Protection - CDW+ TP**
 - classes A, A automatic, B, B+, B automatic, - PLN 79/17 Euro
 - classes C, C+, C automatic, C+ automatic, C Crossover, C automatic Crossover, C automatic CS Crossover, SUV, SUV automatic, N - PLN 89/20 Euro
 - classes C Premium, D, D automatic, D Premium, VAN, VAN automatic, R, R automatic - PLN 99/24 Euro
 - classes E, SUV Premium - PLN 119/27 Euro
 - classes other than indicated above, exclusive of classes F, G and H - PLN 99/24 Euro
 - b) Full Protection - SCDW + TP + WDP + TDP**
 - classes A, A automatic, B, B+, B automatic, M - PLN 149/36 Euro
 - classes C, C+, C automatic, C+ automatic, C SUV, C SUV automat, SUV, SUV automat, N - PLN 179/44 Euro

classes C Premium, D, D automat, D Premium, VAN, VAN automat, R, R automat	- PLN 209/50 Euro
classes E, SUV Premium	- PLN 254/60 Euro
classes other than indicated above, exclusive of classes F, G and H	- PLN 209/50 Euro
60. Each Car User other than the Renter for each day of rental	- PLN 30/7 Euro
61. GPS navigation with a map of Poland (per day, but not more than 10 days)	- PLN 29/7 Euro
62. Child seat or cushion (per day, but not more than 10 days)	- PLN 39/10 Euro
63. Administrative fee for handling fees or charges referred to in section 23	- PLN 100/25 Euro
64. Resignation from the performance of the Contract (cancelling the reservation) 48 hours or less before the commencement of the rental period	- PLN 250/59 Euro
65. Returning the car in a different place than specified in the Contract	- PLN 450/105 Euro
66. Travelling to: Germany, Czech Republic, Slovakia, Lithuania, Austria	- PLN 300/70 Euro
67. Travelling to: Hungary, Latvia, Netherlands, Belgium, France, Switzerland, Luxembourg, Italy, Slovenia, Croatia, Estonia, Denmark	- PLN 500/120 Euro
68. Cancelling the car rental reservation without additional fee	- PLN 150/35 Euro
69. Returning the car in the agreed place:	
in Czech Republic, Lithuania, Latvia, Germany Slovakia,	- 2000 PLN/466 Euro
in Austria, Hungary	- 2500 PLN/582 Euro
in Luxembourg, Belgium, Estonia, Netherlands, Slovenia, Denmark	- 3000 PLN/698 Euro
in Croatia, Italy, France, Switzerland	- 4000 PLN/930 Euro

Final provisions

70. 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 14 days from the date of its receipt by the Lessor, and the Renter shall be informed about the manner in which the complaint has been processed in the form in which the complaint was received.
71. Any amendment or termination of the Contract shall be in writing or in a document form.
72. 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.
73. The Renter 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.
74. The Terms and Conditions and the Contract are governed by Polish law. Any disputes arising in connection 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 or is a physical person entering into Contract directly related to his/her business activity when it follows from the content of the Contract that the Contract has no professional character to this person, which shall be resolved by a court of general jurisdiction.

CZECH REPUBLIC

Terms and Conditions of PANEK Mobility s.r.o. with respect to rent-a-car services ("Terms and Conditions")

in force since 26.05.2023

Introduction

1. Terms and Conditions issued by PANEK Mobility s.r.o., with its seat at Křižovnická 86/6, Staré Město, 110 00 Praha 1, reg. no. 08264031, entered into the Commercial Maintained by Municipal court in Prague, ref. no. C 315939 ("Lessor") determines the terms and conditions of car rental and constitutes an integral part of the rental contract ("Contract" or "Rental Agreement"). In case of conflict between the Contract and the Terms and Conditions, the provisions of the Contract shall prevail.
2. Definitions: a) the Renter (or the "Tenant") - a party to the Contract or the person who made the reservation for a car; b) the Car User - the Renter and any person indicated by the Renter in the Contract as authorised to drive the car or a person to whom the Renter actually entrusted driving the car; c) Documentary form - documentary form means writing form, including in particular e-mails, text messages or recorded telephone conversations.

Renter and driving rights

3. The Renter 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, and
 - b) presents to the Lessor a driving licence document valid on the territory of the Czech Republic, confirming that he/she has had the right to drive vehicles (driving license of the appropriate category) for at least one year before the date of commencement of the rental (subject to section 45 c) of the Terms and Conditions), and
 - c) presents to the Lessor a credit card, and in the case of rental of an SUV Premium, E class car - two credit cards (subject to section 45 a) of the Terms and Conditions) - valid for more than 3 months from the end of the rental period, and
 - d) is entered into the Trade Register - if he/she concludes the Contract as an entrepreneur, and
 - e) is:
 - 19 years old – car classes: A, B, B+, B automatic unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 21 years old - car classes: C, C+, C automatic unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 23 years old - car classes: C Premium, D, D+, D automat, SUV, SUV automatic unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 28 years old - car classes: SUV Premium, E, unless he/she pays a fee from section 52 and buys Full Protection Package, and car classes F, G, H;
 - 25 years old – car class other than mentioned above unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 2) A legal person or an organizational unit whose representative concluding the Contract:
 - a) Presents information corresponding to the current excerpt from the Commercial register, and
 - b) Presents 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(e) above.
4. The Renter bears full responsibility for the car and for the actions and negligence of the Car User, in particular the Car 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.
5. If the Contract is concluded by more than one Renter, their liability is joint and several.
6. Only the Renter and the Car 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)(b, e), have been authorised to drive a car for at least one year and have a driving licence valid in Czech Republic (subject to section 45 c) of the Terms and Conditions).
7. In the event of a finding that the Renter or Car 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 Renter makes a car reservation using the form available on ipanek.cz website according to the prices quoted on this website on a given day. The Renter will receive a confirmation of making the reservation to the e-mail address provided. If the Renter is a consumer, he/she expressly agrees that the service may be provided before the expiration of the 14-day withdrawal period.
9. The conditions for the conclusion of the Contract by the Lessor are as follows:
 - a) positive verification of the data of the Renter and the User meeting the conditions specified in section 3;
 - b) the Renter's acceptance of the binding Terms and Conditions available at ipanek.cz;
 - 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(s) meeting the condition referred to in section 3.1.c) or making a payment by using pay-by-link method – via the link provided.
10. The Contract is concluded by signing it by the Renter 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, mobile phone) 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, the takeback protocol and other documents relating to car rental. The same rules apply to the protocol of car pick-up.

11. When concluding the Contract, a pre-authorisation (deposit) is made on the Renter's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions. The amount of the deposit will be communicated to the Lessee in advance. 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 Renter 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 Renter 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 Renter.
12. If it is impossible to hand over a car in accordance with the confirmed reservation, the Renter 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 Renter is charged according to the last price valid for the Renter, subject to the provisions of section 33 of the Terms and Conditions.
14. In case of delay in the collection of the car by the Renter lasting more than 1 hour after the planned date of collection of the car the Lessor is entitled to withdraw from the Contract.

Obligations of the Renter

15. The Renter 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, with the same fuel level, with the keys and equipment. The car is equipped with a GPS monitoring device.
16. The Renter and the Car 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 and keys,
 - 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,
 - d) not to turn off ESP system in the car,
 - e) not to activate launch control system in the car.
17. 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 Renter.
18. The Renter may travel abroad by car only to the continental parts of the following countries (islands excluded): Lithuania, Poland, Slovakia, Germany, Austria, Hungary, Estonia, Latvia, the Netherlands, Belgium, Luxembourg, Denmark, France, Switzerland, Italy, Slovenia and Croatia, provided that the Lessor agrees to the trip abroad and the Renter pays the one-off fee specified in sections 66 or 67 respectively. All costs related to breakdown, damage or theft and the return of the car located outside the Czech Republic must be covered in full, unless he proves that he is not responsible for their occurrence and breach of the Contract.
19. If the law of the country from section 18 specifies requirements concerning the equipment of the car different from the Czech law, the Renter is obliged to adjust the car to the requirements of the law of this country at their own expense, which does not entitle the Renter to intervene in the car and does not abolish the obligation to return the car in the state in which it was handed over.
20. If the Renter 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.
21. It is forbidden to smoke tobacco products, electronic cigarettes while using the car, consume alcohol, use drugs before and/or while using the car and transport animals outside a container specially designed for this purpose.
22. 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 Renter.
23. 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 Renter or the Car User, unless it is proved that the Renter or the Car User are not responsible for the occurrence of such amounts to be paid. The Renter is obliged to return to the Lessor the amounts encumbering the Lessor in connection with the breach by the Renter or Car User of the obligation specified in the preceding sentence.

Return of the car

24. The Renter 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 65, the Renter may return the car in a different place than specified in the Contract.
25. A delay in returning the car up to 30 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 42 (i), subject to section 26, as well as the Renter shall bear the fees referred to in section 52 and following.
26. 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.

27. A car not returned on time, also due to failure to meet all the conditions specified in section 26, is reported to the Police as stolen or misappropriated. The Renter is obliged to pay the contractual penalty and fees in accordance with section 25.
28. 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 Renter with the full costs associated with this collection.
29. The car may be returned, subject to sections 31 and 32, 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 Renter. If the Renter avoids participation in the collection or signing the car pick up protocol or is absent from the agreed place and time of return, the Lessor may make the pick up unilaterally.
30. Rental points can be points with or without a representative of the Lessor. Information in this respect can be found on the ipanek.cz website in the Branches tab together with the working hours of the point.
31. The car shall be returned to the agent's point during working hours of that point as described in point 30 or by placing the keys in the box/ night safe. The Renter's return of the car by placing the keys in the box/ night safe is tantamount to the Renter's consent to one-sided collection of the car by the Lessor by signing a car pick up protocol 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 Renter:
- 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 Renter thus accepts the unilateral pick up of the car by the Lessor by signing a car pick up protocol by the representative of the Lessor; or
 - b) in the presence of a representative, upon signing a bilateral car pick up protocol, for a fee from section 55. The service needs to be notified 24 hours before the end of the rental period.
32. 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 (eg. a car service station) - the Renter 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 Renter accepts that the Lessor unilaterally collects the car by signing the car pick up protocol by the representative of the Lessor.
33. If the organiser of the lease is an insurance company or assistance operator, the lease rent for the period approved by that entity and other accepted fees shall be paid by the organiser of the lease. If the insurance company or assistance operator fails to make the payment, the Renter is obliged to settle the payment (This rule does not apply if the tenant is a consumer). If the Renter extends the lease beyond the period approved by the insurance company or assistance operator, the obligation to pay for each additional day after the period agreed with the insurance company or assistance operator is transferred to the Renter. The extension may take place in any form, in particular Documentary (e.g. recorded telephone call) in accordance with the price list applicable at the Lessor. The Renter is obliged to pay the amount due in advance, and the Contract is extended only by the period paid in advance by the Renter. If the payment is not made, the Contract is terminated upon the lapse of the last paid rental day.

Breakdown, damage, car theft

34. The Renter shall make the vehicle available for inspection or replacement of tyres at the place and time indicated by the Lessor.
35. In the event of a breakdown or malfunction of the car, the Renter is obliged to immediately notify the Lessor. The Renter 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 Renter outside the place of return indicated in the Contract, the Renter shall bear the cost of its towing.
36. The Renter does not have the right to use the rented car for towing.
37. In case of car theft, damage, collision or accident, the Renter is obliged to immediately inform the Police and the Lessor about the event at the phone number +420 737 946 659. The Renter 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. In the event of the theft of the car, the Renter is obliged to immediately return the keys and documents of the car to the Lessor. The Renter is liable for damage caused as a result of the loss of the car or failure to perform the obligations arising from this section, unless it is proven that neither the Renter nor the Car User is at fault for it.
38. In the event of a breakdown or immobilisation of the car, the Lessor shall provide the Renter with a replacement car within 12 hours in Czech Republic or 48 hours in the countries listed in section 18 from the moment of informing the Lessor. The Renter 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.
39. Subject to the next provision of Terms and Conditions, the provision of a substitute car is not allowed in the case of:
- a) loss or destruction of the car keys;
 - b) damage to the car due to the fault of the Renter or the Car User;
 - c) immobilization of the car outside the Czech Republic 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 Renter;
 - e) tyre punctures.
- The provision of a substitute car is allowed:
- a) in case of window or tyre damage – provided that the Renter purchased Full Protection, in case of no Full Protection – provided that an additional pre-authorisation (deposit) is made on the Renter's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions

b) in case of other car damage due to the fault of the Renter or the Car User (other than window or tyre damage) - provided that the Renter purchased Full Protection and provided that an additional pre-authorisation (deposit) is made on the Renter's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions
The Lessor may define with the Renter the additional conditions for providing a replacement vehicle in cases specified in this section.

Renter's liability and contractual penalties

40. For events specified in sections 41 and 42 of the Terms and Conditions, the Renter 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 Renter or the Car User.
41. The contractual penalty for damage or non-performance of obligations under section 37 depends on the class of the car and amounts to:
- class A, B, B+, B automatic - CZK 17500/700 Euro
 - class C, C+, C automatic, SUV, SUV automatic - CZK 25000/1000 Euro
 - class C Premium, D, D+, D automatic - CZK 50000/2000 Euro
 - class E, SUV Premium - CZK 62000/2500 Euro
 - classes other than above - CZK 25000/1000 Euro
42. Other contractual penalties:
- a) damage or loss of a car key - CZK 20000/800 Euro
 - b) damage, loss of license plate, registration stickers on the windscreen (per each) - CZK 20000/800 Euro
 - c) smoking tobacco, electronic cigarettes, alcohol consumption, drug use in the car - CZK 10000/400 Euro
 - d) transporting animals outside their own container specially designed for that purpose - CZK 5000/200 Euro
 - e) returning a dirty passenger car - CZK 1250/50 Euro
 - f) 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 - CZK 7400/300 Euro
 - g) returning a dirty child seat - CZK 500/20 Euro
 - h) returning a damaged or incomplete child seat - CZK 2500/100 Euro
 - i) non-contractual car use - value of the daily rate specified in the Contract plus CZK 2200/90 Euro per each commenced day
 - j) loss of the guarantee for the car due to the fault of the Renter or the Car User, repair of the car without the consent of the Lessor - CZK 100000/4000 Euro
 - k) refuelling the car with an incorrect type of fuel referred to in section 16 c) - CZK 100000/4000 Euro
 - l) disassembly, replacement of car parts or making alterations without the consent of the Lessor - CZK 100000/4000 Euro
 - m) travelling abroad without the consent of the Lessor, travelling to non-continental part of the countries - CZK 20000/800 Euro
 - n) driving a car by a person other than the Renter, the Car User - CZK 20000/800 Euro
 - o) damage or loss of a hubcap (for each hubcap) - CZK 1250/50 Euro
 - p) rim damage (per rim) - CZK 10000/400 Euro
 - q) tyre damage in the situation described in section 17 - CZK 5000/200 Euro
 - r) loss of a parking ticket issued by the parking operator - the cost of the operator's fee for the lack of a ticket plus CZK 500/20 Euro
 - s) 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) - CZK 120/5 Euro
 - t) turn off of ESP system, activation of launch control system (each case) - CZK 21000/900 Euro
43. The Lessor has the right to claim supplementary compensation on general principles in case the amount of damage exceeds the due contractual penalty.
44. The Renter, for a fee specified in section 59, may purchase Packages reducing their liability for external damage to the car:
- a) Partial Protection - CDW+TP (Collision Damage Waiver + Theft Protection) - the Renter's liability in section 41 is reduced by 50% and moreover section 43 applies only to cases specified in section 48;
 - b) Full Protection - SCDW+TP+WDP+TDP (Super Collision Damage Waiver + Theft Protection + Window Damage Protection + Tire Damage Protection) - section 41 (including windows, tyres, rims), section 42(o-q) and moreover section 43 applies only to cases specified in section 48.
45. Purchase of the Full Protection Package is a condition for concluding the Contract in the following cases:
- a) when the rental concerns a car of SUV Premium or E class and the Renter presents only one credit card to the Lessor;
 - b) when the Renter at the time of concluding the Contract has not reached the age required for the class of the rented car specified in section 3.1).e) of the Regulations;
 - c) when the Renter or The Car User at the time of concluding the Contract hasn't had the right to drive vehicles (driving license of the appropriate category) for at least one year;
 - d) travel abroad;
 - e) when the Renter only has a debit card.
46. 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.
47. The packages listed in section 44 do not exclude liability for other contractual penalties not mentioned in this point and other liability specified in the Terms and Conditions (including section 48).

48. The Renter having Partial or Full Protection purchased is liable up to the full amount of the damage if the damage resulted from his wilful act or omission or gross negligence, including:
- a) driving a car under the influence of alcohol, drugs or other intoxicants, or without a valid driving licence;
 - b) escape from the scene of the accident or collision;
 - c) unauthorised travel by car outside the territory of the Czech Republic;
 - d) failure to return the documents of the car or a set of keys after the loss of the car or failure to fulfil other obligations required by the insurer resulting in refusal to pay compensation or inability to claim such compensation;
 - e) 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;
 - f) participation in competitions, rallies, races, shows and other such events;
 - g) use of false data or documents in order to rent a car;
 - h) use of the car by a person other than the Renter or the Car User.
49. 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

50. Fees, including rental fee, are charged from the Lessee in advance in the Czech crowns (CZK). 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 or in time settled in this Terms and Conditions. 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 Renter is obliged to pay them within 7 days from the date of the notice if the claim occurred due to the Lessee or the Car User. The Renter may withdraw the consent to issue and send accounting documents electronically, in writing or by e-mail: complaints@panek.eu. The prices listed in the Terms and Conditions, the Contract and on ipanek.cz are gross prices, unless the Contract or framework agreement states otherwise. The Renter shall be charged with all costs related to the payment of amounts due under the Contract.
51. In the event of a delay of the Renter 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 according to the Czech law.
52. Car rental of class A, B, B+, B automatic by a person aged under 19 years or C, C+, C automatic, SUV, SUV automatic by a person aged 19 - 21 years, car class C Premium, D, D+, D 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) – fee applies separately to the Renter and the Car User - CZK 620/25 Euro
53. Issuing a car outside the working hours of the rental office - CZK 1450/60 Euro
54. Returning the car in a city other than the city of issuing - CZK 2500/100 Euro
55. Returning the car in the cases referred to in section 31 b) - CZK 1700/ 70 Euro
56. Exceeding the kilometre limit payable for each kilometre exceeded - CZK 12/0,5 Euro
57. Delivery or collection within the limits of the city in which the rental office is located - CZK1230/50 Euro
58. Car delivery/collection outside the city where the rental office is located - CZK 25/1 Euro per km from the city centre indicated by navigation to the place of delivery or collection, in any case not less than CZK 25/1 Euro.
59. The packages referred to in section 44 (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 A,B, B+, B automatic, - CZK 600/24 Euro
 - classes C, C+, C automatic, SUV, SUV automatic - CZK 840/34 Euro
 - classes C Premium, D, D+,D automatic - CZK 1130/46 Euro
 - classes E, SUV Premium - CZK 1480/60 Euro
 - classes other than indicated above -CZK 1130/46 Euro
 - b) Full Protection - SCDW + TP + WDP + TDP
 - classes A, B, B+, B automatic - CZK 1000/40 Euro
 - classes C, C+, C automatic, SUV, SUV automatic - CZK 1240/50 Euro
 - classes C Premium, D, D+, D automatic, - CZK 1480/60 Euro
 - classes E, SUV Premium - CZK 2000/80 Euro
 - classes other than indicated above - CZK 1240/50 Euro
60. Each Car User other than the Renter for each day of rental (per day, but no more than 7 days) - CZK 250/10 Euro
61. GPS navigation with a map of Czech Republic (per day, but not more than 7 days) - CZK 250/10 Euro
62. Child seat or cushion (per day, but not more than 7 day) - CZK 250/10 Euro
63. Administrative fee for handling fees or charges referred to in section 23 - CZK 2500/100 Euro
64. Resignation from the performance of the Contract (cancelling the reservation) 48 hours or less before the commencement of the rental period - CZK 500/20 Euro
65. Returning the car in a different place than specified in the Contract - CZK 2500/100 Euro
66. Travelling to: Germany, Poland, Slovakia, Lithuania, Austria - CZK 1700/70 Euro
67. Travelling to: Hungary, Latvia, Netherlands, Belgium, France, Switzerland, Luxembourg, Italy, Slovenia, Croatia, Estonia, Denmark - CZK 2600/110 Euro
68. Returning the car in the agreed place in Poland, Slovakia Lithuania, Latvia - CZK 10000/400 Euro

Final provisions

69. Complaints should be sent to the Lessor's address from section 1 or by e-mail: complaints@panek.eu. The complaint shall be reviewed within 30 days from the date of its receipt by the Lessor, and the Renter shall be informed about the manner in which the complaint has been processed in the form in which the complaint was received.
70. The consumer expressly declares that he/she has been advised that if the services under the Rental agreement and Terms and Conditions have been completed before the expiry of the withdrawal period, his/her right to withdraw from the Contract shall cease in accordance with sec. 1873 of Civil Code.
71. Any amendment or termination of the Contract shall be in writing or in a Documentary form.
72. The personal data administrator is the Lessor PANEK Mobility s.r.o., with its seat at Křižovnická 86/6, Staré Město, 110 00 Praha 1, reg. no. 08264031, entered into the Commercial Maintained by Municipal court in Prague, ref. no. C 315939. 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.
73. The Terms and Conditions and the Contract are governed by Czech law. Any disputes arising in connection 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 or is a physical person entering into Contract directly related to his/her business activity when it follows from the content of the Contract that the Contract has no professional character to this person, which shall be resolved by a court of general jurisdiction.

SLOVAK REPUBLIC

Terms and Conditions of PANEK Mobility s.r.o., Slovak branch, with respect to rent-a-car services ("Terms and Conditions") in force since 26.05.2023

Introduction

1. Terms and Conditions issued by PANEK Mobility s.r.o., with its seat at Křižovnická 86/6, Staré Město, 110 00 Praha 1, reg. no. 08264031, entered into the Commercial Maintained by Municipal court in Prague, ref. no. C 315939 operating in Slovakia through branch of a foreign entrepreneur under the name PANEK Mobility s.r.o organizačná zložka with its seat at Staré Grunty 18, Bratislava - mestská časť Karlova Ves 841 04, IČO: 55 160 808, entered into the Business Register of the District Court Bratislava I, Section: Po, Entry No.: 8879/B ("Lessor") determines the terms and conditions of car rental and constitutes an integral part of the rental contract ("Contract" or "Rental Agreement"). In case of conflict between the Contract and the Terms and Conditions, the provisions of the Contract shall prevail.
2. Definitions: a) the Renter (or the "Tenant") - a party to the Contract or the person who made the reservation for a car; b) the Car User - the Renter and any person indicated by the Renter in the Contract as authorised to drive the car or a person to whom the Renter actually entrusted driving the car; c) Documentary form - documentary form means writing form, including in particular e-mails, text messages or recorded telephone conversations.

Renter and driving rights

3. The Renter 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, and
 - b) presents to the Lessor a driving licence document valid on the territory of Slovakia, confirming that he/she has had the right to drive vehicles (driving license of the appropriate category) for at least one year before the date of commencement of the rental (subject to section 45 c) of the Terms and Conditions), and
 - c) presents to the Lessor a credit card, and in the case of rental of an SUV Premium, E class car - two credit cards (subject to section 45 a) of the Terms and Conditions) - valid for more than 3 months from the end of the rental period, and
 - d) is entered into the Trade Register - if he/she concludes the Contract as an entrepreneur, and
 - e) is:
 - 19 years old – car classes: A, B, B+, B automatic unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 21 years old - car classes: C, C+, C automatic unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 23 years old - car classes: C Premium, D, D+, D automat, SUV, SUV automatic unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 28 years old - car classes: SUV Premium, E, unless he/she pays a fee from section 52 and buys Full Protection Package, and car classes F, G, H;
 - 25 years old – car class other than mentioned above unless he/she pays a fee from section 52 and buys Full Protection Package;
 - 2) A legal person or an organizational unit whose representative concluding the Contract:
 - a) Presents information corresponding to the current excerpt from the Commercial register, and
 - b) Presents 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(e) above.
4. The Renter bears full responsibility for the car and for the actions and negligence of the Car User, in particular the Car 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.
5. If the Contract is concluded by more than one Renter, their liability is joint and several.
6. Only the Renter and the Car 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)(b, e), have been authorised to drive a car for at least one year and have a driving licence valid in Slovakia (subject to section 45 c) of the Terms and Conditions).
7. In the event of a finding that the Renter or Car 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 Renter makes a car reservation using the form available on ipanek.cz website according to the prices quoted on this website on a given day. The Renter will receive a confirmation of making the reservation to the e-mail address provided. If the Renter is a consumer, he/she expressly agrees that the service may be provided before the expiration of the 14-day withdrawal period.
9. The conditions for the conclusion of the Contract by the Lessor are as follows:
 - a) positive verification of the data of the Renter meeting the conditions specified in section 3;
 - b) the Renter's acceptance of the binding Terms and Conditions available at ipanek.cz;
 - 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(s) meeting the condition referred to in section 3.1.c) or making a payment by using pay-by-link method – via the link provided.

10. The Contract is concluded by signing it by the Renter 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, the takeback protocol and other documents relating to car rental. The same rules apply to the protocol of car pick-up.
11. When concluding the Contract, a pre-authorisation (deposit) is made on the Renter's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions. The amount of the deposit will be communicated to the Renter in advance. 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 Renter 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 Renter 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 Renter.
12. If it is impossible to hand over a car in accordance with the confirmed reservation, the Renter 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 Renter is charged according to the last price valid for the Renter, subject to the provisions of section 33 of the Terms and Conditions.
14. In case of delay in the collection of the car by the Renter lasting more than 1 hour after the planned date of collection of the car the Lessor is entitled to withdraw from the Contract.

Obligations of the Renter

15. The Renter 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, with the same fuel level, with the keys and equipment. The car is equipped with a GPS monitoring device.
16. The Renter and the Car 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 and keys,
 - 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,
 - d) not to turn off ESP system in the car,
 - e) not to activate launch control system in the car.
17. 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 Renter.
18. The Renter may travel abroad by car only to the continental parts of the following countries (islands excluded): Lithuania, Poland, Czech Republic, Germany, Austria, Hungary, Estonia, Latvia, the Netherlands, Belgium, Luxembourg, Denmark, France, Switzerland, Italy, Slovenia and Croatia, provided that the Lessor agrees to the trip abroad and the Renter pays the one-off fee specified in sections 66 or 67 respectively. All costs related to breakdown, damage or theft and the return of the car located outside Slovakia must be covered in full, unless he proves that he is not responsible for their occurrence and breach of the Contract.
19. If the law of the country from section 18 specifies requirements concerning the equipment of the car different from the Slovak law, the Renter is obliged to adjust the car to the requirements of the law of this country at their own expense, which does not entitle the Renter to intervene in the car and does not abolish the obligation to return the car in the state in which it was handed over.
20. If the Renter 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.
21. It is forbidden to smoke tobacco products, electronic cigarettes while using the car, consume alcohol, use drugs before and/or while using the car and transport animals outside a container specially designed for this purpose.
22. 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 Renter.
23. 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 Renter or the Car User, unless it is proved that the Renter or the Car User are not responsible for the occurrence of such amounts to be paid. The Renter is obliged to return to the Lessor the amounts encumbering the Lessor in connection with the breach by the Renter or Car User of the obligation specified in the preceding sentence.

Return of the car

24. The Renter 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 65, the Renter may return the car in a different place than specified in the Contract.
25. A delay in returning the car up to 30 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 42 (i), subject to section 26, as well as the Renter shall bear the fees referred to in section 52 and following.

26. 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.
27. A car not returned on time, also due to failure to meet all the conditions specified in section 26, is reported to the Police as stolen or misappropriated. The Renter is obliged to pay the contractual penalty and fees in accordance with section 25.
28. 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 Renter with the full costs associated with this collection.
29. The car may be returned, subject to sections 31 and 32, 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 Renter. If the Renter avoids participation in the collection or signing the car pick up protocol or is absent from the agreed place and time of return, the Lessor may make the pick up unilaterally.
30. Rental points can be points with or without a representative of the Lessor. Information in this respect can be found on the ipanek.cz website in the Branches tab together with the working hours of the point.
31. The car shall be returned to the agent's point during working hours of that point as described in section 30 or by placing the keys in the box/ night safe. The Renter's return of the car by placing the keys in the box/ night safe is tantamount to the Renter's consent to one-sided collection of the car by the Lessor by signing a car pick up protocol 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 Renter:
- 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 Renter thus accepts the unilateral pick up of the car by the Lessor by signing a car pick up protocol by the representative of the Lessor; or
 - b) in the presence of a representative, upon signing a bilateral car pick up protocol, for a fee from section 55. The service needs to be notified 24 hours before the end of the rental period.
32. 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 (eg. a car service station) - the Renter 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 Renter accepts that the Lessor unilaterally collects the car by signing the car pick up protocol by the representative of the Lessor.
33. If the organiser of the lease is an insurance company or assistance operator, the lease rent for the period approved by that entity and other accepted fees shall be paid by the organiser of the lease. If the insurance company or assistance operator fails to make the payment, the Renter is obliged to settle the payment (This rule does not apply if the tenant is a consumer). If the Renter extends the lease beyond the period approved by the insurance company or assistance operator, the obligation to pay for each additional day after the period agreed with the insurance company or assistance operator is transferred to the Renter. The extension may take place in any form, in particular Documentary (e.g. recorded telephone call) in accordance with the price list applicable at the Lessor. The Renter is obliged to pay the amount due in advance, and the Contract is extended only by the period paid in advance by the Renter. If the payment is not made, the Contract is terminated upon the lapse of the last paid rental day.

Breakdown, damage, car theft

34. The Renter shall make the vehicle available for inspection or replacement of tyres at the place and time indicated by the Lessor.
35. In the event of a breakdown or malfunction of the car, the Renter is obliged to immediately notify the Lessor. The Renter 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 Renter outside the place of return indicated in the Contract, the Renter shall bear the cost of its towing.
36. The Renter does not have the right to use the rented car for towing.
37. In case of car theft, damage, collision or accident, the Renter is obliged to immediately inform the Police and the Lessor about the event at the phone number +420 737 946 659. The Renter 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. In the event of the theft of the car, the Renter is obliged to immediately return the keys and documents of the car to the Lessor. The Renter is liable for damage caused as a result of the loss of the car or failure to perform the obligations arising from this section, unless it is proven that neither the Renter nor the Car User is at fault for it.
38. In the event of a breakdown or immobilisation of the car, the Lessor shall provide the Renter with a replacement car within 12 hours in Slovakia or 48 hours in the countries listed in section 18 from the moment of informing the Lessor. The Renter 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.
39. Subject to the next provision of Terms and Conditions, the provision of a substitute car is not allowed in the case of:
- a) loss or destruction of the car keys;
 - b) damage to the car due to the fault of the Renter or the Car User;
 - c) immobilization of the car outside Slovakia 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 Renter;
 - e) tyre punctures.
- The provision of a substitute car is allowed:

a) in case of window or tyre damage – provided that the Renter purchased Full Protection, in case of no Full Protection – provided that an additional pre-authorisation (deposit) is made on the Renter's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions

b) in case of other car damage due to the fault of the Renter or the Car User (other than window or tyre damage) - provided that the Renter purchased Full Protection and provided that an additional pre-authorisation (deposit) is made on the Renter's payment card in order to secure the receivables resulting from the Contract and the Terms and Conditions

The Lessor may define with the Renter the additional conditions for providing a replacement vehicle in cases specified in this section.

Renter's liability and contractual penalties

40. For events specified in sections 41 and 42 of the Terms and Conditions, the Renter 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 Renter or the Car User.

41. The contractual penalty for damage or non-performance of obligations under section 37 depends on the class of the car and amounts to:

- class A, B, B+, B automatic	- 700 Euro
- class C, C+, C automatic, SUV, SUV automatic	- 1000 Euro
- class C Premium, D, D+, D automatic	- 2000 Euro
- class E, SUV Premium	- 2500 Euro
- classes other than above	-1000 Euro

42. Other contractual penalties:

a) damage or loss of a car key	-800 Euro
b) damage, loss of license plate, registration stickers on the windscreen (per each)	- 800 Euro
c) smoking tobacco, electronic cigarettes, alcohol consumption, drug use in the car	- 400 Euro
d) transporting animals outside their own container specially designed for that purpose	- 200 Euro
e) returning a dirty passenger car	- 50 Euro
f) 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	- 300 Euro
g) returning a dirty child seat	- 20 Euro
h) returning a damaged or incomplete child seat	- 100 Euro
i) non-contractual car use - value of the daily rate specified in the Contract plus 90 Euro per each commenced day	
j) loss of the guarantee for the car due to the fault of the Renter or the Car User, repair of the car without the consent of the Lessor	- 4000 Euro
k) refuelling the car with an incorrect type of fuel referred to in section 16 c)	- 4000 Euro
l) disassembly, replacement of car parts or making alterations without the consent of the Lessor	- 4000 Euro
m) travelling abroad without the consent of the Lessor, travelling to non-continental part of the countries	-800 Euro
n) driving a car by a person other than the Renter, the Car User	- 800 Euro
o) damage or loss of a hubcap (for each hubcap)	- 50 Euro
p) rim damage (per rim)	- 400 Euro
q) tyre damage in the situation described in section 17	-200 Euro
r) loss of a parking ticket issued by the parking operator	
- the cost of the operator's fee for the lack of a ticket	- 20 Euro
s) 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)	-5 Euro
t) turn off of ESP system, activation of launch control system (each case)	- 900 Euro

43. The Lessor has the right to claim supplementary compensation on general principles in case the amount of damage exceeds the due contractual penalty.

44. The Renter, for a fee specified in section 59, may purchase Packages reducing their liability for external damage to the car:

a) Partial Protection - CDW+TP (Collision Damage Waiver + Theft Protection) - the Renter's liability in section 41 is reduced by 50% and moreover section 43 applies only to cases specified in section 48;

b) Full Protection - SCDW+TP+WDP+TDP (Super Collision Damage Waiver + Theft Protection + Window Damage Protection + Tire Damage Protection) - section 41 (including windows, tyres, rims), section 42(o-q) and moreover section 43 applies only to cases specified in section 48.

45. Purchase of the Full Protection Package is a condition for concluding the Contract in the following cases:

- a) when the rental concerns a car of SUV Premium or E class and the Renter presents only one credit card to the Lessor;
- b) when the Renter at the time of concluding the Contract has not reached the age required for the class of the rented car specified in section 3.1.e) of the Regulations;
- c) when the Renter or The Car User at the time of concluding the Contract hasn't had the right to drive vehicles (driving license of the appropriate category) for at least one year;
- d) travel abroad;
- e) when the Renter only has a debit card.

46. 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.
47. The packages listed in section 44 do not exclude liability for other contractual penalties not mentioned in this section and other liability specified in the Terms and Conditions (including section 48).
48. The Renter having Partial or Full Protection purchased is liable up to the full amount of the damage if the damage resulted from his wilful act or omission or gross negligence, including:
- a) driving a car under the influence of alcohol, drugs or other intoxicants, or without a valid driving licence;
 - b) escape from the scene of the accident or collision;
 - c) unauthorised travel by car outside the territory of Slovakia;
 - d) failure to return the documents of the car or a set of keys after the loss of the car or failure to fulfil other obligations required by the insurer resulting in refusal to pay compensation or inability to claim such compensation;
 - e) 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;
 - f) participation in competitions, rallies, races, shows and other such events;
 - g) use of false data or documents in order to rent a car;
 - h) use of the car by a person other than the Renter or the Car User.
49. 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

50. Fees, including rental fee, are charged from the Lessee in advance in Euro (EUR). 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 or in time settled in this Terms and Conditions. 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 Renter is obliged to pay them within 7 days from the date of the notice if the claim occurred due to the Lessee or the Car User. The Renter may withdraw the consent to issue and send accounting documents electronically, in writing or by e-mail: complaints@panek.eu. The prices listed in the Terms and Conditions, the Contract and on ipanek.cz are gross prices, unless the Contract or framework agreement states otherwise. The Renter shall be charged with all costs related to the payment of amounts due under the Contract.
51. In the event of a delay of the Renter 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 according to Slovak law.
52. Car rental of class A, B, B+, B automatic by a person aged under 19 years or C, C+, C automatic, SUV, SUV automatic by a person aged 19 - 21 years, car class C Premium, D, D+, D 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) – fee applies separately to the Renter and the Car User - 25 Euro
53. Issuing a car outside the working hours of the rental office - 60 Euro
54. Returning the car in a city other than the city of issuing -100 Euro
55. Returning the car in the cases referred to in section 31 b) -70 Euro
56. Exceeding the kilometre limit payable for each kilometre exceeded - 0,5 Euro
57. Delivery or collection within the limits of the city in which the rental office is located - 50 Euro
58. Car delivery/collection outside the city where the rental office is located - 1 Euro per km from the city centre indicated by navigation to the place of delivery or collection, in any case not less than 1 Euro.
59. The packages referred to in section 44 (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 A,B, B+, B automatic, - 24 Euro
 - classes C, C+, C automatic, SUV, SUV automatic - 34 Euro
 - classes C Premium, D, D+,D automatic - 46 Euro
 - classes E, SUV Premium - 60 Euro
 - classes other than indicated above - 46 Euro
 - b) Full Protection - SCDW + TP + WDP + TDP**
 - classes A, B, B+, B automatic - 40 Euro
 - classes C, C+, C automatic, SUV, SUV automatic -50 Euro
 - classes C Premium, D, D+, D automatic, - 60 Euro
 - classes E, SUV Premium - 80 Euro
 - classes other than indicated above - 50 Euro
60. Each Car User other than the Renter for each day of rental (per day, but no more than 7 days) - 10 Euro
61. GPS navigation with a map of Slovakia (per day, but not more than 7 days) - 10 Euro
62. Child seat or cushion (per day, but not more than 7 day) -10 Euro
63. Administrative fee for handling fees or charges referred to in section 23 - 100 Euro
64. Resignation from the performance of the Contract (cancelling the reservation) 48 hours or less before the commencement of the rental period - 20 Euro
65. Returning the car in a different place than specified in the Contract - 100 Euro

66. Travelling to: Germany, Poland, Czech Republic, Lithuania, Austria - 70 Euro
67. Travelling to: Hungary, Latvia, Netherlands, Belgium, France, Switzerland, Luxembourg, Italy, Slovenia, Croatia, Estonia, Denmark - 200 Euro
68. Returning the car in the agreed place in Poland, Czech Republic, Lithuania, Latvia - 400 Euro

Final provisions

69. Complaints should be sent to the Lessor's address from section 1 or by e-mail: complaints@panek.eu. The complaint shall be reviewed within 30 days from the date of its receipt by the Lessor, and the Renter shall be informed about the manner in which the complaint has been processed in the form in which the complaint was received.
70. The consumer expressly declares that he/she has been advised that if the services under the Rental agreement and Terms and Conditions have been completed before the expiry of the withdrawal period, his/her right to withdraw from the Contract shall cease.
71. Any amendment or termination of the Contract shall be in writing or in a Documentary form.
72. The personal data administrator is the Lessor by PANEK Mobility s.r.o., with its seat at Křižovnická 86/6, Staré Město, 110 00 Praha 1, reg. no. 08264031, entered into the Commercial Maintained by Municipal court in Prague, ref. no. C 315939 operating in Slovakia through branch of a foreign entrepreneur under the name PANEK Mobility s.r.o organizačná zložka with its seat at Staré Grunty 18, Bratislava - mestská časť Karlova Ves 841 04, IČO: 55 160 808, entered into the Business Register of the District Court Bratislava I, Section: Po, Entry No.: 8879/B. 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.
73. The Terms and Conditions and the Contract are governed by Slovak law. Any disputes arising in connection 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 or is a physical person entering into Contract directly related to his/her business activity when it follows from the content of the Contract that the Contract has no professional character to this person, which shall be resolved by a court of general jurisdiction.

LITHUANIA

GENERAL CAR RENTAL TERMS & CONDITIONS OF UAB PANEK

in force since 16.02.2023

These car rental terms & conditions (hereinafter - **Terms & Conditions**) establish the general terms and conditions for the provision of car rental services provided by UAB PANEK, legal entity code 304445214, registered office address Laisvės Ave. 125, Vilnius (hereinafter – **Lessor**). In case of any inconsistencies between these Terms & Conditions and the conditions of third parties, these Terms & Conditions shall prevail.

Main terms and definitions: a) **Lessee** - a party to the rental agreement signed with the Lessor b) **User** - the Lessee or any natural person specified in the rental agreement by the Lessee who has been granted the right to drive the car, or a person entrusted by the Lessee to drive the car.

1. Lessee and the right to drive a car

1.1. The Lessee of a car may be a natural person who meets all the following conditions:

- a) provides the Lessor with a valid identity card or passport;
- b) provides the Lessor with a valid credit card which has been issued not earlier than three months before the entry into force of the car rental agreement and twelve months after the expiration of the car rental agreement. If a person wishes to rent a *Premium* segment car, he must provide the Lessor with two credit cards with the aforesaid expiration dates;
- c) is self-employment under an individual activity certificate, if the Lessee has entered into a contract falling within the scope of his business activities;
- d) is 21 or older, has 2 years of continuous driving experience, and undertakes to pay a "Young Driver's" fee of 25 EUR/day (if the person is between 21 and 25 years old) - when renting a car of the following classes: *Mini, Economy, Compact; Intermediate;*
- e) is 25 or older and has 2 years of continuous driving experience - when renting a car of the following classes: *Standard, SUV, Premium, VAN, etc.*

1.2. If the Lessee does not meet the age requirements for a rental car category, he may rent a car of another class based on the Lessee's age, regardless of whether the Lessee has already booked a car, or may not be able to rent a car at all.

1.3. The Lessor reserves the right to refuse to enter into a car rental agreement if the Lessor receives negative information about the Lessee's solvency prior to signing the agreement, and the right to immediately terminate the car rental agreement if the Lessor receives the said information after entering into the agreement.

1.4. The Lessee shall be fully liable for his rented car, including claims made against the User and confiscation of property, unless they result from the fault of the Lessor, until the moment the car is returned to the Lessor and after the Lessor signs the deed of transfer and acceptance.

1.5. The car may be driven only by the Lessee and the User who meet the requirements defined in Clause 1.1 and have a driver's license issued only within the territory of the European Union. If the driver's license is issued outside the European Union or printed in non-Latin characters (Arabic, Japanese, Cyrillic, etc.), it is necessary to have an additional international driver's license, otherwise the Lessor shall have the right to refuse to rent a car.

1.6. The Lessee shall ensure compliance of the Lessee and the User with the requirements specified in the Terms & Conditions during the entire term of the car rental agreement.

1.7. The requirements specified in Clause 1.5 of the Terms & Conditions shall apply during the entire term of the car rental agreement. If the Lessee or the User does not comply with the requirements specified in Clause 1.5 of the Terms & Conditions, the Lessor shall have the right to immediately terminate the rental agreement.

2. Rights and obligations of the Lessee and the Lessor

2.1. The Lessee shall be provided with a usable car that is in good technical condition, and the Lessee shall undertake to use the car only for its intended purpose, and return it in the same condition as it was at the time of its transfer to the Lessee, along with its keys, remote control, documents and any other car equipment provided at the beginning of the rental period.

2.2. **The Lessee is aware that the car is equipped with a GPS tracking device which records the route, speed and location of the used car, therefore the Lessee may be subject to fines for speeding or violation of geographical restrictions.**

2.3. The Lessee shall receive a clean car and shall undertake to return it in the same condition.

2.4. The Lessee and the User must use the car in the manner specified in the agreement, in accordance with its intended purpose; and shall undertake:

- a) to lock the car and keep its registration certificate and keys or remote control removed from the car in a safe location every time when leaving the car;
- b) to perform a basic inspection of the car at his own expense, i.e. check the level of the engine oil, fuel, windshield washer fluid, coolant and brake fluid, and top up if necessary, as well as check tire pressure and lights;
- c) use the right type of fuel according to the information provided on the fuel tank door, the car registration documents and the information provided on the car key fob;
- d) pay for the fuel and vehicle fluids used up during the rental period, and for replacement of a car tire if it was punctured during the rental period (both tires of the same axle are replaced), if these costs were not caused by the fault of the Lessor. The Lessor shall only be liable for material defects which prevent using the car for its intended purpose, if these defects were not caused by the fault of the Lessee.

2.5. **The car can be used outside Lithuania only after informing the Lessor thereof in advance and paying a fee set by the Lessor. The Lessor may give prior consent to travel outside Lithuania only to the following countries: Latvia, Estonia, Poland; consent to travel to other countries shall not be given.**

2.6. The Lessee shall reimburse all costs incurred due to technical failure, damage or theft, including the costs of returning the car to the Lessor if the Lessee takes the car outside the territory of Lithuania. The Lessee shall cover all costs specified by the Lessor, unless it is proven that they were not caused by the fault of the Lessee or breach of agreement.

2.7. If the Lessee uses the car in a way that is contrary to the provisions of the agreement or the purpose of the car (which is considered a material violation of the Terms & Conditions), or if circumstances give reason to suspect the theft or misappropriation of the rented car, the Lessor shall have the right to immediately terminate the agreement and claim damages.

2.8. It is prohibited to smoke tobacco, use electronic cigarettes, consume alcohol or drugs, or transport animals inside the car, or dry clean the car without the Lessor's consent.

2.9. The Lessee shall not have the right to remove brand stickers from the car without the prior consent of the Lessor.

2.10. The Lessee or the User shall pay all penalties, fines, taxes, parking fees, road tolls and other charges related to the use of road infrastructure, as well as fulfil other obligations under private or public law relating to the use of the car during the rental period, unless the Lessee proves that according to legal requirements neither the Lessee nor the User is obliged to pay such amounts, or the Lessee proves that the Lessee or the User had to pay the charges due to the fault of the Lessor. The Lessee shall reimburse the Lessor for the amounts paid by the Lessor due to the Lessee's failure to perform his obligations.

2.11. If due to unforeseen or unavoidable events, i.e. force majeure circumstances, the Lessor is unable to provide the Lessee with a car, the Lessor shall not be liable for the losses incurred by the Lessee. In this case, the Lessor shall refund any amounts paid by the Lessee or the User to the Lessor when services were not provided.

3. Returning the car

3.1. At the end of the rental period, the Lessee shall **return the car in a clean condition and with a full fuel tank** at the time and place specified in the car rental agreement.

3.2. Delay to return the car for up to 30 minutes shall not be charged. Delay to return the car for more than 30 minutes shall be charged.

3.3. The rental period may be extended with the written consent of the Lessor, provided that:

a) The Lessor has received the Lessee's request to extend the rental period at least 48 hours before the car return time specified in the agreement;

b) after the Lessor's written consent, the Lessee has paid in advance for the entire extended rental period;

3.4. If the Lessee delays returning the car without the Lessor's consent, the Lessor shall have the right to pick up the car from any location and charge the Lessee for the collection of the car.

3.5. The car, its keys and documents must be returned to the Lessor's representative at the rental point specified in the agreement, or at the location specified by the Lessor. It is prohibited to hand over the car keys and documents to persons unauthorized by the Lessor. The return of the car is formalized under a deed of transfer and acceptance signed by the Lessor's representative and the Lessee. If the Lessee avoids participating in the car return procedure or signing the deed of transfer and acceptance, or does not come to the agreed place at the agreed time of return of the car, the Lessor shall have the right to accept the car unilaterally by signing the deed of transfer and acceptance, and shall inform the Lessee about the condition of the returned car within 14 days.

3.6. **Rental point working hours: on weekdays (Monday to Friday) from 09:00 to 18:00, and on weekends from 09:00 to 16:00.**

3.7. If the car is returned during non-working hours or if the Lessor's representative is not present at the rental point, the Lessee shall return the car by bringing it to the location specified by the Lessor and leaving the car keys and documents in the key collection box installed at the Lessor's rental point, and shall be fully responsible for the condition of the car until the car is inspected by the Lessor's representative during working hours. This way the Lessee agrees that the Lessor shall accept the car unilaterally by signing the deed of transfer and acceptance and inform the Lessee about the condition of the returned car within 14 days from the actual return time of the car.

3.8. If the Lessee's car rental fees and payments are covered by an insurance company or technical support service provider under a separate agreement and the Lessee does not return the car at the end of the rental period, the obligation to pay rental fees and payments for each additional day after the end of the rental period agreed with the insurance company or technical support service provider shall be assumed by the Lessee. In this case, the Lessee shall pay for each additional day of rent, and the rental period shall be extended only for the period for which the Lessee's payment was received. In the absence of such payment, the rental agreement shall be terminated from the last day of the paid rental period.

4. Technical failures, damage, car theft

4.1. If the car is rented for more than 10 (ten) days, the Lessee shall bring the car to the Lessor for a regular check-up or change of tires at the place and time specified by the Lessor. The Lessee must also immediately bring the car to the Lessor for an inspection if the car's dashboard warning lights light up to indicate the need for a check (oil sensor, brake sensor, other warnings).

4.2. The Lessee must immediately notify the Lessor of any technical failure or defect of the car. The Lessee shall have no right to repair the car or allow the car to be towed without the Lessor's consent. The Lessee shall cover all the costs of repairing or towing the car without the Lessor's consent, and reimburse the damage caused by such actions. If the car that has broken down or was damaged due to the fault of the Lessee is left at a location not specified in the agreement, the Lessee shall cover the towing costs. The foregoing shall not deprive the Lessor of its right to seek damages.

4.3. The Lessee shall not have the right to tow other cars using the rented car.

4.4. In case of car theft, damage, collision or traffic accident, the Lessee shall immediately, but not later than within 1 hour, notify the **police and the Lessor** (by calling +370 6516 4444) about the incident. The Lessee shall also cooperate with the insurance company to the extent necessary to eliminate the damage, as well as with the police and the Lessor, and submit a written report of the event within 24 hours after the occurrence thereof, including a document certifying the Lessee's/User's right to drive the car, a statement from the police regarding the driver's sobriety during the incident, and a police report specifying the incident. In the event of theft, the Lessee shall immediately return the car keys and documents to the Lessor within 12 hours. The Lessee shall be liable for any losses incurred as a result of non-performance of the obligations arising from this clause.

4.5. If the rented car breaks down and can no longer be used through no fault of the Lessee or in other situations where there is no fault of the Lessee or the User, the Lessor shall provide the Lessee with a replacement car. A replacement car shall be provided in Lithuania within 24 hours, and in the territories of Latvia, Estonia and Poland - within 48 hours from the moment the Lessee informs the Lessor about the broken down and unusable car.

4.6. In the event of an accident, breakdown or other damage to the car outside the territories of Lithuania, Latvia, Estonia or Poland, the Lessee shall reimburse all costs of transportation of the car and pay a fine set by the Lessor.

4.7. The Lessee shall not be provided with a replacement car if:

- a) the Lessee has lost or damaged the car registration documents, insurance policy or car keys;
- b) the car was damaged due to the fault of the Lessee or User;
- c) the car became unusable outside the territories of Lithuania, Latvia, Estonia or Poland;
- d) the car was damaged in a parking lot or was intentionally destroyed, excluding cases when it becomes impossible to continue using the car due to such damages and such damages have occurred through no fault of the Lessee;
- e) the car's tire was punctured;
- f) the Lessee misuses the car.

5. Contractual penalties

5.1. The Lessee shall be subject to penalties established by the Lessor in these Terms & Conditions for non-performance or improper performance of the rental agreement, unless the Lessee proves that the Terms & Conditions have been violated for reasons for which neither the Lessee nor the User is responsible (by providing a written statement of the offender (if he is not the Lessee or the User) or, if the offender is unknown, an official police report from the scene describing the incident, or pre-trial investigation or other pre-trial documents in case of theft or other crimes). Payment of a penalty (fine) shall not release the Lessee from his obligation to compensate for losses that are not covered by the fine.

5.2. The amount of the contractual fine depends on the class of the rented car.

5.3. Contractual penalties applied by the Lessor:

- a) damage or loss of car keys or remote control - EUR 900;
- b) damage or loss of car documents - EUR 900;
- c) damage or loss of registration plate, registration sticker on window (for each) - EUR 800;
- d) violation of prohibition to smoke tobacco, use electronic cigarettes, consume alcohol or drugs inside the car - EUR 300;
- e) violation of prohibition to transport animals - EUR 300;
- f) returning a dirty car - EUR 50;
- g) returning a dirty truck/minibus - EUR 90;
- h) when dry cleaning of the car is required after its return (applies separately to internal and external dry cleaning) - EUR 300;
- i) dry cleaning of the car without the consent of the Lessor – EUR 300;
- j) using the car without a valid car rental agreement - daily rate plus EUR 90 for each day of use;
- k) damage to the car due to the fault of the Lessee or User resulting in the loss of manufacturer's warranty - EUR 9000;
- l) refuelling with the wrong type of fuel - EUR 4000;
- m) dismantling, replacement or modification of car parts in the car without the Lessor's consent - EUR 3000;
- n) travelling outside of Lithuania, Latvia, Estonia or Poland without the Lessor's consent - EUR 4000 for each day of travelling outside these areas;**
- o) the car is driven by a person not specified in the car rental agreement - EUR 800;
- p) damage or loss of the wheel cover, per one - EUR 100;
- q) aluminium alloy wheel rim damage, per one rim - EUR 800;
- r) tire damage from EUR 150 to EUR 2000;
- s) speeding according to the data of the GPS real-time vehicle tracking and speed control system installed in the car - EUR 500.**

5.4. For an additional fee, the Lessee may purchase packages that reduce liability for violation of the Terms & Conditions (hereinafter – **Packages**):

- a) CDW (collision damage waiver) + TP (theft protection) - the Lessee's liability for damage to the car is reduced by 50%;
- b) SCDW (super collision damage waiver) + TP (theft protection) + WDP (windscreen damage protection) + TDP (tire damage protection) - releases the Lessee from liability in case of damage to the car (including damage to windows, tires and rims).

5.5. The packages CDW, TP, SCDW specified in Clause 5.4 of the Terms & Conditions shall be valid only if the Lessee provides a written explanation of the **damage with an enclosed police report on the incident**.

5.6. The Packages specified in Clause 5.4 of the Terms & Conditions shall not release the Lessee from the obligation to pay other penalties provided for in the agreement or from other liability provided for in the Terms & Conditions. Packages specified in Clause 5.4 of the Terms & Conditions may be purchased only for the entire term of the agreement and **shall be valid only for a single incident**.

- 5.7. The Lessee shall be fully liable for any intentionally caused damage (**regardless of the purchased Package**), including:
- a) driving the car under the influence of alcohol, drugs or other substances or without a valid driver's license;
 - b) running away from the scene of an incident or accident;
 - c) travelling to prohibited areas outside the territory of Lithuania;
 - d) failure to return the car registration documents or car keys in case of car theft, due to which the insurer refuses to pay the insurance compensation;
 - e) failure to perform the obligations established by the insurer, due to which the insurer refuses to pay the insurance compensation due to the fault of the Lessee;
 - f) exceeding the speed limit or permissible lifting capacity, or otherwise violating the road traffic rules in force at the place of the collision or traffic accident;
 - g) participation in a competition, rally, race or any other similar event using the rented car;
 - h) providing false data or forged documents in order to rent a car.

6. Fees

6.1. Rent-related fees (including car rental fee) are paid in euros (EUR) at the rates applicable on the day of booking the car, unless it is not possible to determine or accept the fee amount due to a certain type of fee or payment obligation timing. In this case, the fee shall be paid at the end of the rental period.

6.2. If a replacement car is rented, the Parties may define the principles for setting rental fees differently, especially if the party to such payments is a third party. If the third party refuses to pay all or part of the amounts due to the Lessor for the rental of the car, the Lessee shall pay such amounts to the Lessor within a period not exceeding 7 days from the date a payment notice is sent.

6.3. All prices specified in the Terms & Conditions, the rental agreement or the website www.panek.lt include taxes and fees, unless otherwise provided in the rental agreement or the general agreement. In case of discrepancies, the rates specified by the Lessor shall apply.

6.4. Additional fees applied by the Lessor:

- a) travelling outside Lithuania to Latvia, Estonia, Poland, when the Lessor is informed thereof at the moment of signing the agreement – EUR 150;
- b) travelling outside Lithuania to Latvia, Estonia, Poland, when the Lessor is informed thereof after the entry into force of the agreement – EUR 300;
- c) travelling outside Lithuania to Latvia, Estonia, Poland, when the Lessor is not informed thereof (when data of the travel route is received via the GPS) – EUR 10 per kilometer;
- d) travelling outside Lithuania, Latvia, Estonia, Poland, when the Lessor is not informed thereof (when data of the travel route is received via the GPS) – EUR 15 per kilometer;
- e) Car issue fee outside working hours - EUR 50;
- f) Delayed return of the car – EUR 90 per hour;
- g) Exceeding the mileage specified in the rental agreement, for each additional kilometre - EUR 1;
- h) Transferring or returning the car at a location specified by the Lessee within the city limits where the rental point is located - EUR 50;
- i) Transferring or returning the car at a location specified by the Lessee outside the city limits where the rental point is located - EUR 4 per kilometre from the rental point in the said city or the nearest city, calculated based on the satellite navigation program, but not less than EUR 100;
- j) Each additional driver except the Lessee for each day of the rental period - EUR 10;
- k) GPS navigation with a map of Lithuania for each day of the rental period - EUR 10;
- l) Child car seat or booster seat for each day of the rental period - EUR 10;
- m) Administrative fee for handling any non-compliance with the Terms & Conditions (calculation of damages, application of fines, cleaning/fixing the car, etc.) - EUR 50;
- n) costs of transporting a broken down or damaged car - EUR 4 for each kilometre (the fee is charged only for a one-way trip), but not less than EUR 100;
- o) "Young Driver's" fee 25 EUR/day (applies to persons aged 21 to 25);
- p) refuelling up to the initial amount - EUR 5 for each litre of fuel.

6.5. The Lessee does not object to the Lessor deducting from the Lessee's bank account all the car rental, exceeded mileage and refuelling fees, contractual penalties, default interest, administration fees, compensation for damage to the car and other fees specified in the agreement.

7. Resolution of disputes

7.1. Any claims shall be sent by post mail to the Lessor's registered office address specified in Clause 1, or by e-mail to office@panek.lt.

7.2. The Lessee's claims shall be examined within no more than 14 days from the date on which the Lessor has actually receives the complaint.

7.3. The Lessee shall be informed about the examination of the complaint by electronic means via the e-mail address provided by the Lessee.

7.4. The Lessee shall reimburse the costs incurred by the Lessor (including legal costs) related to claims made against the Lessee, if the Lessee unreasonably fails to perform his contractual obligations and/or avoids indemnifying the damages incurred by the Lessor (including payment of fines).

7.5. If the Lessee is not satisfied with the Lessor's response to the claim, the Lessee shall have the right to apply to the Consumer Rights Protection Authority (Vilnius str. 25, 01402 Vilnius, tarnyba@vvtat.lt) or fill out an application form on the EGS platform at <http://eu.europa.eu/odr>

8. Final provisions

8.1. Any amendments to the rental agreement must be made in writing.

8.2. These Terms & Conditions and the rental agreement are subject to the law of the Republic of Lithuania. Any disputes regarding rental of a car and related to the rental agreement shall be settled through negotiations. Dispute resolution location – Vilnius city. If an agreement cannot be reached, disputes are resolved in accordance with the laws of the Republic of Lithuania in the court in Vilnius.

UAB "PANEK" FEES AND FINES

ADDITIONAL SERVICE FEES		FINES	
Travelling outside Lithuania to Latvia, Estonia, Poland, when the service is ordered at the moment of concluding the agreement	150 EUR	Damage or loss of car keys or remote control	900 EUR
Travelling outside Lithuania to Latvia, Estonia, Poland, when the service is ordered after the entry into force of the rental agreement	300 EUR	Damage or loss of car documents	900 EUR
Travelling outside Lithuania to Latvia, Estonia, Poland, when the Lessor is not informed thereof (when data of the travel route is received via the GPS)	10 EUR per kilometre	Damage or loss of registration plate, registration sticker on window (for each)	900 EUR
Travelling outside Lithuania, Latvia, Estonia, Poland, when the Lessor is not informed thereof (when data of the travel route is received via the GPS)	15 EUR per kilometre	Violation of prohibition to smoke tobacco, use electronic cigarettes, consume alcohol or drugs inside the car	300 EUR
Issuance of a car outside working hours	50 EUR	Violation of prohibition to transport animals	300 EUR
Exceeding mileage (per kilometre)	1 EUR	Returning a dirty car	50 EUR
Transferring or returning the car at a location specified by the Lessee within the city limits where the rental point is located	50 EUR	Returning a dirty truck/minibus	90 EUR
Transferring or returning the car at a location specified by the Lessee outside the city limits where the rental point is located	3 EUR per kilometre, but no less than 100 EUR	When dry cleaning of the car is required after its return (applies separately to internal and external dry cleaning)	300 EUR
Additional driver (for each)	10 EUR per day	Dry cleaning of the car without the consent of the Lessor	300 EUR
GPS navigation with map of Lithuania	10 EUR per day	Using the car without a valid car rental agreement	Daily rental fee + 90 EUR
Child car seat or booster seat	10 EUR per day	Damage to the car due to the fault of the Lessee or User resulting in the loss of manufacturer's warranty	9000 EUR
Administrative fee	50 EUR	Refuelling with the wrong type of fuel	4000 EUR
Costs of transporting a broken down or damaged car	4 EUR per kilometre, but no less than EUR 100	Dismantling, replacement or any kind of modification of car parts in the car without the Lessor's consent	3000 EUR
"Young Driver's" fee (applies to persons aged 21 to 25)	25 EUR per day	Speeding according to the data of the GPS real-time vehicle tracking and speed control system installed in the car	500 EUR
Refuelling to initial amount	5 EUR per litre	The car is driven by a person not specified in the car rental agreement	800 EUR
Delay to return the car	90 EUR per hour	Damage or loss of the wheel cover, per one	100 EUR

LIABILITY REDUCTION PACKAGES		Aluminium alloy wheel rim damage, per one rim	700 EUR
CDW (collision damage waiver) + TP (theft protection) <i>The Lessee's liability is reduced by 50%.</i>	Calculated at the time of concluding the agreement	Tire damage	From 150 EUR to 2000 EUR
SCDW (super collision damage waiver) + TP (theft protection) + WDP (windscreen damage protection) + TDP (tire damage protection) <i>Releases the Lessee from liability in case of damage to the car when a Police report of the incident is provided</i>	Calculated at the time of concluding the agreement		

LATVIA

GENERAL CAR RENTAL TERMS & CONDITIONS OF UAB PANEK, LATVIAN BRANCH

in force since 01.07.2023

These car rental terms & conditions (hereinafter - **Terms & Conditions**) establish the general terms and conditions for the provision of car rental services provided by UAB "Panek", legal entity code 304445214, registered office address Laisvės ave. 125, Vilnius, the Republic of Lithuania (hereinafter – **Lessor**), the branch office address in the Republic of Latvia - Tehnikas iela 1, Skulte, Mārupes novads, LV-1053, Latvia. In case of any inconsistencies between these Terms & Conditions and the conditions of third parties, these Terms & Conditions shall prevail.

Main terms and definitions: a) **Lessee** - a party to the rental agreement signed with the Lessor b) **User** - the Lessee or any natural person specified in the rental agreement by the Lessee who has been granted the right to drive the car, or a person entrusted by the Lessee to drive the car.

1. Lessee and the right to drive a car

1.1. The Lessee of a car may be a natural person who meets all the following conditions:

- provides the Lessor with a valid identity card or passport;
- provides the Lessor with a valid credit card which has been issued not earlier than three months before the entry into force of the car rental agreement and twelve months after the expiration of the car rental agreement. If a person wishes to rent a *Premium* segment car, he must provide the Lessor with two credit cards with the aforesaid expiration dates;
- is self-employment under an individual activity certificate, if the Lessee has entered into a contract falling within the scope of his business activities;
- is 21 or older, has 2 years of continuous driving experience, and undertakes to pay a "Young Driver's" fee of 25 EUR/day (if the person is between 21 and 25 years old) - when renting a car of the following classes: *Mini, Economy, Compact; Intermediate;*
- is 25 or older and has 2 years of continuous driving experience - when renting a car of the following classes: *Standard, SUV, Premium, VAN, etc.*

1.2. If the Lessee does not meet the age requirements for a rental car category, he may rent a car of another class based on the Lessee's age, regardless of whether the Lessee has already booked a car, or may not be able to rent a car at all.

1.3. The Lessee acknowledges and understands that copy of their identity document will solely be utilized to facilitate the services outlined in this Terms & Conditions.

1.4. The Lessor reserves the right to refuse to enter into a car rental agreement if the Lessor receives negative information about the Lessee's solvency prior to signing the agreement, and the right to immediately terminate the car rental agreement if the Lessor receives the said information after entering into the agreement.

1.5. The Lessee shall be fully liable for his rented car, including claims made against the User and confiscation of property, unless they result from the fault of the Lessor, until the moment the car is returned to the Lessor and after the Lessor signs the deed of transfer and acceptance.

1.6. The car may be driven only by the Lessee and the User who meet the requirements defined in Clause 1.1 and have a driver's license issued only within the territory of the European Union. If the driver's license is issued outside the European Union or printed in non-Latin characters (Arabic, Japanese, Cyrillic, etc.), it is necessary to have an additional international driver's license, otherwise the Lessor shall have the right to refuse to rent a car.

1.7. The Lessee shall ensure compliance of the Lessee and the User with the requirements specified in the Terms & Conditions during the entire term of the car rental agreement.

1.8. The requirements specified in Clause 1.6 of the Terms & Conditions shall apply during the entire term of the car rental agreement. If the Lessee or the User does not comply with the requirements specified in Clause 1.6 of the Terms & Conditions, the Lessor shall have the right to immediately terminate the rental agreement.

2. Rights and obligations of the Lessee and the Lessor

2.1. The Lessee shall be provided with a usable car that is in good technical condition, and the Lessee shall undertake to use the car only for its intended purpose, and return it in the same condition as it was at the time of its transfer to the Lessee, along with its keys, remote control, documents and any other car equipment provided at the beginning of the rental period.

2.2. **The Lessee is aware that the car is equipped with a GPS tracking device which records the route, speed and location of the used car, therefore the Lessee may be subject to fines for speeding or violation of geographical restrictions.**

2.3. The Lessee shall receive a clean car and shall undertake to return it in the same technical and visual condition as it was at the time of its transfer to the Lessee, along with its keys, remote control, documents and any other car equipment provided at the beginning of the rental period.

2.4. The Lessee and the User must use the car in the manner specified in the agreement, in accordance with its intended purpose; and shall undertake:

e) to lock the car and keep its registration certificate and keys or remote control removed from the car in a safe location every time when leaving the car;

f) to perform a basic inspection of the car at his own expense, i.e. check the level of the engine oil, fuel, windshield washer fluid, coolant and brake fluid, and top up if necessary, as well as check tire pressure and lights;

g) use the right type of fuel according to the information provided on the fuel tank door, the car registration documents and the information provided on the car key fob;

h) pay for the fuel and vehicle fluids used up during the rental period, and for replacement of a car tire if it was punctured during the rental period (both tires of the same axle are replaced), if these costs were not caused by the fault of the Lessor. The Lessor shall only be liable for material defects which prevent using the car for its intended purpose, if these defects were not caused by the fault of the Lessee.

2.5. **The car can be used outside Latvia only after informing the Lessor thereof in advance and paying a separate fee set by the Lessor and agreed by the Parties. The Lessor may give prior consent to travel outside Latvia only to the following countries: Lithuania, Estonia, Poland; consent to travel to other countries shall not be given.**

2.6. The Lessee shall reimburse all costs incurred due to Lessee fault, including: technical failure, damage or theft, including the costs of returning the car to the Lessor if the Lessee takes the car outside the territory of Latvia. The Lessee shall cover all costs specified by the Lessor, unless it is proven that they were not caused by the fault of the Lessee or breach of agreement.

2.7. If the Lessee uses the car in a way that is contrary to the provisions of the agreement or the purpose of the car, as well as violates conditions set out in clause 3 of these Terms & Conditions (which is considered a material violation of the Terms & Conditions), or if circumstances give reason to suspect the theft or misappropriation of the rented car, the Lessor shall have the right to immediately terminate the agreement and claim damages.

2.8. The Lessee or the User shall pay all penalties, fines, taxes, parking fees, road tolls and other charges related to the use of road infrastructure, as well as fulfil other obligations under private or public law relating to the use of the car during the rental period, unless the Lessee proves that according to legal requirements neither the Lessee nor the User is obliged to pay such amounts, or the Lessee proves that the Lessee or the User had to pay the charges due to the fault of the Lessor. The Lessee shall reimburse the Lessor for the amounts paid by the Lessor due to the Lessee's failure to perform his obligations.

2.9. If due to unforeseen or unavoidable events, i.e. force majeure circumstances, the Lessor is unable to provide the Lessee with a car, the Lessor shall not be liable for the losses incurred by the Lessee. In this case, the Lessor shall refund any amounts paid by the Lessee or the User to the Lessor when services were not provided.

3. Prohibited Activities

3.1. Prohibited activities under these Terms and Conditions contain:

3.1.1. Smoking and alcohol: It is prohibited to smoke tobacco, use electronic cigarettes, consume alcohol or drugs;

3.1.2. Animals: it is prohibited transport animals inside the car;

- 3.1.3. Dry cleaning: it is prohibited to dry clean the car without the Lessor's consent;
- 3.1.4. Brand stickers: The Lessee shall not have the right to remove brand stickers from the car without the prior consent of the Lessor;
- 3.1.5. Off-Road Driving: The vehicle is intended for use on public roads and well-maintained surfaces. Off-road driving, including rough terrains or unpaved paths, is not permitted as it may cause damage to the vehicle's mechanical components.
- 3.1.6. Overloading: The Lessee must adhere to the vehicle's specified weight limits and passenger capacities. Overloading the vehicle with excessive weight or passengers can lead to mechanical issues and compromise safety.
- 3.1.7. Illegal Activities: The Lessee shall refrain from using the vehicle for any unlawful or illegal activities. This includes, but is not limited to, engaging in criminal acts or transporting illegal substances;
- 3.1.8. Racing and Reckless Driving: Engaging in racing, speeding, or any form of reckless driving is strictly forbidden. Such activities pose serious risks to the driver, passengers, and others on the road;
- 3.1.9. Transporting Hazardous Materials: The Lessee is prohibited from transporting hazardous materials, substances, or items that may pose a danger to the vehicle, its occupants, or the environment;
- 3.1.10. Subletting or Lending: The Lessee is not allowed to sublet, lend, or rent the vehicle to any third party without obtaining prior written consent from the Lessor;
- 3.1.11. Vehicle Modification: Modifying or altering the vehicle's appearance, structure, or mechanical components in any way is not permitted. This includes attaching or removing accessories, equipment, or modifications that are not authorized by the Lessor.
- 3.2. In the event the Lessee infringes upon any of the clauses 3.1.1.-3.1.6., the Lessor shall have the right to require payment of the fine as stipulated in an annex No. 1 "UAB "PANEK" FEES AND FINES", which is considered as an integral part of these Terms & Conditions.

3.3. In the event that the Lessee infringes upon any of the clauses 3.1.7-3.1.11. related to prohibited activities, the Lessor shall have the right to immediately terminate the rental agreement without the obligation to return any of the prepaid sums or deposits, unless the Parties agreed otherwise. This measure is enacted to ensure the safety, integrity, and reputation of both the Lessor and the rented vehicle.

4. Returning the car

- 4.1. At the end of the rental period, the Lessee shall **return the car in a clean condition and with a full fuel tank** at the time and place specified in the car rental agreement.
- 4.2. Delay to return the car for up to 30 minutes shall not be charged. Delay to return the car for more than 30 minutes shall be charged.
- 4.3. The rental period may be extended with the written consent of the Lessor, provided that:
- c) The Lessor has received the Lessee's request to extend the rental period at least 48 hours before the car return time specified in the agreement;
- d) after the Lessor's written consent, the Lessee has paid in advance for the entire extended rental period;
- 4.4. If the Lessee delays returning the car without the Lessor's consent, the Lessor shall have the right to pick up the car from any location and charge the Lessee for the collection of the car.
- 4.5. The car, its keys and documents must be returned to the Lessor's representative at the rental point specified in the agreement, or at the location specified by the Lessor. It is prohibited to hand over the car keys and documents to persons unauthorized by the Lessor. The return of the car is formalized under a deed of transfer and acceptance signed by the Lessor's representative and the Lessee. If the Lessee avoids participating in the car return procedure or signing the deed of transfer and acceptance, or does not come to the agreed place at the agreed time of return of the car, the Lessor shall have the right to accept the car unilaterally by signing the deed of transfer and acceptance, and shall inform the Lessee about the condition of the returned car within 14 days.
- 4.6. **Rental point working hours: on weekdays (Monday to Friday) from 09:00 to 18:00, and on weekends from 09:00 to 16:00.**
- 4.7. If the car is returned during non-working hours or if the Lessor's representative is not present at the rental point, the Lessee shall return the car by bringing it to the location specified by the Lessor and leaving the car keys and documents in the key collection box installed at the Lessor's rental point, and shall be fully responsible for the condition of the car until the car is inspected by the Lessor's representative during working hours. This way the Lessee agrees that the Lessor shall accept the car unilaterally by signing the deed of transfer and acceptance and inform the Lessee about the condition of the returned car within 14 days from the actual return time of the car.
- 4.8. If the Lessee's car rental fees and payments are covered by an insurance company or technical support service provider under a separate agreement and the Lessee does not return the car at the end of the rental period, the obligation to pay rental fees and payments for each additional day after the end of the rental period agreed with the insurance company or

technical support service provider shall be assumed by the Lessee. In this case, the Lessee shall pay for each additional day of rent, and the rental period shall be extended only for the period for which the Lessee's payment was received. In the absence of such payment, the rental agreement shall be terminated from the last day of the paid rental period.

5. Technical failures, damage, car theft

5.1. If the car is rented for more than 10 (ten) days, the Lessee shall bring the car to the Lessor for a regular check-up or change of tires at the place and time specified by the Lessor. The Lessee must also immediately bring the car to the Lessor for an inspection if the car's dashboard warning lights light up to indicate the need for a check (oil sensor, brake sensor, other warnings).

5.2. The Lessee must immediately notify the Lessor of any technical failure or defect of the car. The Lessee shall have no right to repair the car or allow the car to be towed without the Lessor's consent. The Lessee shall cover all the costs of repairing or towing the car without the Lessor's consent, and reimburse the damage caused by such actions. If the car that has broken down or was damaged due to the fault of the Lessee is left at a location not specified in the agreement, the Lessee shall cover the towing costs. The foregoing shall not deprive the Lessor of its right to seek damages.

5.3. The Lessee shall not have the right to tow other cars using the rented car.

5.4. In case of car theft, damage, collision or traffic accident, the Lessee shall immediately, but not later than within 1 hour, notify the **police and the Lessor** (by calling +371 2 5182222) about the incident. The Lessee shall also cooperate with the insurance company to the extent necessary to eliminate the damage, as well as with the police and the Lessor, and submit a written report of the event within 24 hours after the occurrence thereof, including a document certifying the Lessee's/User's right to drive the car, a statement from the police regarding the driver's sobriety during the incident, and a police report specifying the incident. In the event of theft, the Lessee shall immediately return the car keys and documents to the Lessor within 12 hours. The Lessee shall be liable for any losses incurred as a result of non-performance of the obligations arising from this clause.

5.5. If the rented car breaks down and can no longer be used through no fault of the Lessee or in other situations where there is no fault of the Lessee or the User, the Lessor shall provide the Lessee with a replacement car. A replacement car shall be provided in Latvia within 24 hours, and in the territories of Lithuania, Estonia and Poland - within 48 hours from the moment the Lessee informs the Lessor about the broken down and unusable car.

5.6. In the event of an accident, breakdown or other damage to the car due to Lessee fault outside the territories of Lithuania, Latvia, Estonia or Poland, the Lessor reserves the right to reimburse all the expenses and losses caused by the Lessee's fault, with regards to transporting the car back to the country of origin.

5.7. The Lessee shall not be provided with a replacement car if:

- g) the Lessee has lost or damaged the car registration documents, insurance policy or car keys;
- h) the car was damaged due to the fault of the Lessee or User;
- i) the car became unusable outside the territories of Lithuania, Latvia, Estonia or Poland;
- j) the car was damaged in a parking lot or was intentionally destroyed, excluding cases when it becomes impossible to continue using the car due to such damages and such damages have occurred through no fault of the Lessee;
- k) the car's tire was punctured;
- l) the Lessee misuses the car.

6. Contractual fees and fines

6.1. All fines and fees related to the use and operation of the rented car shall be governed by the terms and conditions set forth in annex No. 1 "UAB "PANEK" FEES AND FINES" to these Terms & Conditions. The annex No. 1 "UAB "PANEK" FEES AND FINES" is an integral part of this Terms & Conditions, and it outlines the specific charges, penalties, and fees that may be incurred by the Lessee during the rental period.

6.2. The Lessee does not object to the Lessor deducting from the Lessee's bank account all the car rental, exceeded mileage and refuelling fees, contractual penalties, default interest, administration fees, compensation for damage to the car and other fees specified in the agreement.

7. Resolution of disputes

7.1. Any claims shall be sent by post mail to the Lessor's registered office address: Tehnikas iela 1, Skulte, Mārupes novads, LV-1053, Latvija, or by e-mail to rent@panek.lv.

7.2. The Lessee's claims shall be examined within no more than 14 days from the date on which the Lessor has actually receives the complaint.

7.3. The Lessee shall be informed about the examination of the complaint by electronic means via the e-mail address provided by the Lessee.

7.4. The Lessee shall reimburse the costs incurred by the Lessor (including legal costs) related to claims made against the Lessee, only if the Lessee unreasonably fails to perform his contractual obligations and/or avoids indemnifying the damages incurred by the Lessor (including payment of fines).

7.5. If the Lessee is not satisfied with the Lessor's response to the claim, the Lessee shall have the right to submit a request/complaint to the Consumer Rights Protection Centre (address Brīvības street 55, Rīga, LV-1010, Latvia, e-mail: pasts@ptac.gov.lv, tel. +371 65452554, on the website www.ptac.gov.lv (as well as the territorial units of the State Consumer Rights Protection Service in the regions) - or by filling in the application form on the EGS platform <http://ec.europa.eu/odr/> or in the Consumer Rights Information System (CRIS).

8. Final provisions

8.1. Any amendments to the rental agreement must be made in writing.

8.2. These Terms & Conditions and the rental agreement are subject to the law of the Republic of Latvia. Any disputes regarding rental of a car and related to the rental agreement shall be settled through negotiations. Dispute resolution location – Riga city. In all cases, the parties have the right to refer the dispute to the jurisdiction of the Latvian courts.

ANNEX NO.1 TO TERMS AND CONDITIONS - UAB "PANEK" LATVIAN BRANCH FEES AND FINES

ADDITIONAL SERVICE FEES		FINES	
Travelling outside Latvia to Lithuania, Estonia, Poland, when the service is ordered at the moment of concluding the agreement	150 EUR	Damage or loss of car keys or remote control	900 EUR
Travelling outside Latvia to Lithuania, Estonia, Poland, when the service is ordered after the entry into force of the rental agreement	300 EUR	Damage or loss of car documents	900 EUR
Travelling outside Latvia to Lithuania, Estonia, Poland, when the Lessor is not informed thereof (when data of the travel route is received via the GPS)	10 EUR per kilometre / 10 EUR za kilometr	Damage or loss of registration plate, registration sticker on window (for each)	900 EUR
Travelling outside Lithuania, Latvia, Estonia, Poland, when the Lessor is not informed thereof (when data of the travel route is received via the GPS)	15 EUR per kilometre / 15 EUR za kilometr	Violation of prohibition to smoke tobacco, use electronic cigarettes, consume alcohol or drugs inside the car	300 EUR
Issuance of a car outside working hours	50 EUR	Violation of prohibition to transport animals	300 EUR
Exceeding mileage (per kilometre)	1 EUR	Returning a dirty car	50 EUR
Transferring or returning the car at a location specified by the Lessee within the city limits where the rental point is located	50 EUR	Returning a dirty truck/minibus	90 EUR
Transferring or returning the car at a location specified by the Lessee outside the city limits where the rental point is located	3 EUR per kilometre, but no less than 100 EUR / 3 EUR za kilometr, ale nie mniej niż 100 EUR	When dry cleaning of the car is required after its return (applies separately to internal and external dry cleaning)	300 EUR
Additional driver (for each)	10 EUR per day / 10 EUR za dzień	Dry cleaning of the car without the consent of the Lessor	300 EUR

GPS navigation with map of Latvia	10 EUR per day / 10 EUR za dzień	Using the car without a valid car rental agreement	Daily rental fee + 90 EUR / Dzienna opłata za wynajem + 90 EUR
Child car seat or booster seat	10 EUR per day / 10 EUR za dzień	Damage to the car due to the fault of the Lessee or User resulting in the loss of manufacturer's warranty	9000 EUR
Administrative fee	50 EUR	Refuelling with the wrong type of fuel	4000 EUR
Costs of transporting a broken down or damaged car	4 EUR per kilometre, but no less than EUR 100 / 4 EUR za kilometr, ale nie mniej niż 100 EUR	Dismantling, replacement or any kind of modification of car parts in the car without the Lessor's consent	3000 EUR
"Young Driver's" fee (applies to persons aged 21 to 25)	25 EUR per day / 25 EUR za dzień	Speeding according to the data of the GPS real-time vehicle tracking and speed control system installed in the car	500 EUR
Refuelling to initial amount	5 EUR per litre / 5 EUR za litr	The car is driven by a person not specified in the car rental agreement	800 EUR
Delay to return the car	90 EUR per hour / 90 EUR za godzinę	Damage or loss of the wheel cover, per one	100 EUR
When driving off-road, violating General Condition 3.1.5., if the vehicle requires additional emergency assistance (for example, towing technical aid) or it is mandatory to arrive at the vehicle's parking spot.	2 EUR per kilometre / 2 EUR za kilometr	While driving off-road, by violating the provision set out in General Condition 3.1.5, which states that the vehicle is intended for use only on public roads and well-maintained surfaces, thereby breaching the Terms & Conditions	
LIABILITY REDUCTION PACKAGES		Aluminium alloy wheel rim damage, per one rim	700 EUR
CDW (collision damage waiver) + TP (theft protection) <i>The Lessee's liability is reduced by 50%.</i>	Calculated at the time of concluding the agreement / Obliczona w momencie zawarcia umowy	Tire damage	From 150 EUR to 2000 EUR / Od 150 EUR do 2000 EUR
SCDW (super collision damage waiver) + TP (theft protection) + WDP (windscreen damage protection) + TDP (tire damage protection) <i>Releases the Lessee from liability in case of damage to the car when a Police report of the incident is provided</i>	Calculated at the time of concluding the agreement / Obliczona w momencie zawarcia umowy		