

TERMS AND CONDITIONS OF EXPRESS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SP.K (EXPRESS RENT A CAR) CONCERNING CAR RENTAL



General Provisions

1. These terms and conditions set out detailed provisions of contracts for the rental of vehicles with Express spółka z ograniczoną odpowiedzialnością sp. k. with its registered office in Kraków (registered address: ul. Rzemieślnicza 26, 30-403 Kraków, registered under number KRS 0000434068 with the Register of Entrepreneurs within the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, Division XI (Commercial / National Court Register), phone: + 48 123 000 300, E-mail: express@express.pl) as part of the Express Vehicle Rental Agency, in any manner whatsoever. These Terms and Conditions shall apply to all vehicle rental contracts, unless otherwise provided for in any such contract. In the event of any conflict between the provisions of a rental contract and these Terms and Conditions, the provisions of the rental contract shall prevail.

2. A vehicle may be rented out and driven by a person aged 21 years or older, who has presented his/her valid identity card (or, in the case of citizens of EU member states, any other identity document issued in accordance with the laws of the Hirer's country of residence; in the case of other foreign nationals, a valid passport) and who has had a valid driving licence for at least twelve months, provided that the licence is accepted in the Republic of Poland. The requirements described in this section shall apply throughout the rental contract term. If the Hirer or any other person named as the User in the rental contract or any other person authorised by the Hirer in accordance with section 3 of these Terms and Conditions is found not to meet the said requirements, the Lessor may terminate the rental contract without notice.

3. The rented vehicle may be driven only by the person named as the User in the rental contract or any other person authorised in writing by the Hirer with the Lessor's written consent, provided that any of the foregoing persons meets the requirements set out in section 2 of these Terms and Conditions at all times.

4. If the Hirer revokes the authorisation to drive the rented vehicle, the Hirer shall notify the Lessor of that change immediately. If the Hirer fails to give such immediate notification, the Hirer shall Remedy the Damage suffered by the Lessor as a result of not knowing that the authorisation has been revoked.

5. The Hirer shall ensure that these Terms and Conditions and the provision of the rental contract to the extent of the Hirer's obligations and the steps to be taken in the event of an accident or a breakdown involving the rented vehicle are complied with also by any person authorised by the Hirer to drive the rented vehicle (and shall Remedy the Damage caused by any such person) and shall ensure that each such driver of the rented vehicle is made aware of the duties and obligations relating to the use and operation of the vehicle.

6. The rental period shall begin on the earlier of the date stated in the rental contract or on the pick-up date specified in the **Vehicle Pick-Up Form**, unless the parties to the contract agree otherwise.

7. If, after a rental contract is made, the Lessor becomes aware that the pickup of the requested vehicle pick-up may be postponed for any reason whatsoever, the Lessor shall immediately notify the Hirer, and the parties shall agree on a new pick-up date, subject to the Hirer's rights under the generally applicable provisions of law, provided that the Hirer is a consumer.

8. After a rental contract is made, the customer shall make a prepayment equal to the rent amount and additional charges for additional services for the rental period specified in the rental contract. A VAT invoice for the rental amount and all other charges under the rental contract for the entire rental period shall be issued after the rented vehicle is returned (dropped off). If the Hirer agrees to receive VAT electronic invoices or the rental amount and all other charges under the rental contract, the VAT invoice shall be sent to the Hirer's email address given at the time of booking the rental service or at the time of entering into the rental contract. Payment can only be made in a non-cash form.

The Lessor informs about the available methods of the non-cash payment via a website, in branches and by telephone, and if the Lessor has not indicated otherwise any further claims for rentals or in connection with the rental service shall be paid by the Hirer in non-cash form, i.e. by transferring such amounts into the Lessor's bank account held with Millennium Bank, account number: 75 1160 2202 0000 0002 5077 4815.

9. If the rental contract, the vehicle pick-up form or any other document in connection with the rental contract is signed on a portable electronic terminal device, the Lessor shall send the document signed by the Hirer in electronic form to the email address given by the Hirer. In such a case, the Hirer shall not be provided with a printed version of the document.

10. Where the Hirer is not a consumer, any dispute arising from or connected with the vehicle rental service shall be resolved by a court of law with jurisdiction over the Lessor's registered office.

11. If the Hirer requests any service to be provided in a location other than the Lessor's office where the rental contract was signed, charges shall apply as specified in the price list available on the www.express.pl website

Vehicle Use Rules

12. The Lessor shall provide the Hirer with a vehicle free from any defects that might affect its usability. The Lessor shall not be liable for any mechanical damage to any parts of the rented vehicle to the extent that such damage is a result of the Hirer's failure to comply with their obligations.

13. During the rental period, the Hirer or any other person driving the vehicle shall

- carry with them all such valid documents as may be required for road traffic inspection authorities (i.e. a valid driving licence accepted in the Republic of Poland, a registration document, a third-party liability insurance policy, a vehicle rental certificate and a medical certificate (if required));
- keep the rented vehicle and its equipment protected from being stolen (which means locking the doors and activating all of the vehicle's anti-theft devices every time the vehicle is left; taking care to keep the keys and documents protected outside the vehicle; removing (detaching) the audio panel and not leaving it in the vehicle);
- maintain the vehicle on a daily basis at their own expense and with their own efforts (which involves checking and topping up the engine oil, coolant and brake fluid, windscreen washer fluid levels, checking the tyre pressure levels and tyre condition, checking the operation of the indicator lights, dipped headlights and full beam headlights);
- fill the vehicle's fuel tank only with the fuel type suitable for the vehicle's engine, as specified in the registration document or in the technical documentation for the vehicle;
- keep the rented vehicle clean, especially taking care when carrying any items that may leave dirt and/or intensive odour in the vehicle.

14. The vehicle may be taken outside the Republic of Poland to a country or countries within the European Union, Switzerland and/or Norway only with the prior written consent of the Lessor. Taking the vehicle outside the Republic of Poland to a country or countries other than as specified above is acceptable only with the prior written consent of the Lessor and provided that the Lessor is contacted immediately before leaving the Republic of Poland to travel to any such country. The Hirer shall Remedy the Damage suffered by the Lessor in connection with the Hirer's failure to comply with the provisions of this section, including to the extent of the resulting costs of repairs and/or towing the rented vehicle outside the Republic of Poland. **The rented vehicle is equipped with a GPS unit that allows the Lessor to check whether the vehicle has been taken outside the Republic of Poland.**

15. The Hirer may not use the rented vehicle not in accordance with the rental contract, these Terms and Conditions and/or against the properties and/or intended use of the vehicle and/or the rules of normal wear and tear. **The following (without limitation) is not permitted:**

- using the rented vehicle to tow any other vehicle,
- carrying loads in excess of the permissible carrying capacity of the vehicle,
- smoking in the vehicle,
- making any alterations or modifications to the rented vehicle without the Lessor's written consent,
- carrying animals inside the vehicle.

The Hirer shall Remedy the Damage resulting from their failure to comply with the provisions of this section. If any modifications as referred to in section 15(d) are made to the rented vehicle, the Lessor may require the Hirer to pay the costs of restoring the vehicle to its original condition and/or to pay for any loss of the value of the vehicle as a result of any alterations.

16. The Lessor and/or any person authorised by the Lessor may inspect the manner of using the rented vehicle as well as the condition of the vehicle and the Hirer's documents connected with the above circumstances, and the Hirer shall allow each such person to carry out each such inspection and shall provide such documents.

17. If, together the rented vehicle, the Lessor provides the Hirer with any accessories and/or additional equipment in the vehicle (a child seat, a roof box, a portable sat nav device etc.), the Hirer shall be solely responsible for installing such accessories and additional equipment correctly and may use the same only for the purposes for which they are intended.

Charges

18. The rent is calculated on a 24h-basis (payment period). Any delay in returning the rented vehicle up to one hour shall not result in a charge for another 24-hour period.

19. The rent for the rental service shall be charged in advance at the rate applicable when the rental contract is made.

20. If the Hirer defaults on payment of the rent for at least two payment periods and fails to make the payment when requested by the Lessor by email or telephone (including a text message), the Lessor may terminate the rental contract without notice and may require the Hirer to pay statutory interest for each day of delay in payment. The rental contract may be terminated with a prior request for payment if the Hirer is not consumer.

21. The rented vehicle is equipped with a device that allows the Lessor to remotely deactivate the vehicle's starter. When the starter is deactivated, the engine cannot be started. In the event of the Hirer's failure to meet the deadline for payment of the rent or any other charges under the rental contract and fails to make the payment when requested by the Lessor by email or telephone (including a text message), the Lessor may, if the Hirer is not a consumer, deactivate the rented vehicle's starter. After the Hirer makes payment of all overdue amounts and notifies the Lessor of the payment, the Lessor shall activate the starter within 24 hours of posting the payment. The Lessor is entitled to charge the rent for the period during which the rented vehicle's starter was deactivated. In cases of absolute necessity, the Hirer may contact the Express Technical Information Telephone Service to ask for the starter to be re-activated.

Drop off / Replacement

22. After the rental period, the Hirer shall return the rented vehicle to the same location from which the vehicle was picked up. The vehicle may be dropped off at a location other than the pick-up place after the time and place of the drop-off and the charge for such a drop-off is agreed upon with the Lessor.

23. The vehicle may be dropped off at the Lessor's location outside its business hours only with the Lessor's written consent. In such a case, the Hirer must leave the rented vehicle in the car park specified by the Lessor and leave the keys, the vehicle documents and car park entry ticket (if any) in the "drop-off box". Within two weeks of such drop-off, the Hirer shall, when requested by the Lessor, sign a drop-off form at the Lessor's location. If the Hirer other than a consumer fails to sign drop-off form as requested by the Lessor, the Lessor may issue such a drop-off form unilaterally, and the form so issued shall be binding upon the Hirer.

24. The rental period may be extended only with the Lessor's consent. The Hirer must inform the Lessor of their (the Hirer's) intention to extend the rental period **not later than 12 hours before the end of the rental period**. If the rental period is to be extended by 24 hours, this must be agreed upon by email or fax, or at any of the Lessor's locations. The Hirer may not withdraw from an extension of the rental period under Article 27 of the Consumer Rights Act of 30 May 2014 in conjunction with Article 38.12 of the same Act. All requests for extensions of the rental period by more than 24 hours must be made at any of the Lessor's locations.

25. **If the rented vehicle is not returned within 24 hours of the end of the rental period, the rented vehicle shall be deemed appropriated** by the Hirer (which is a criminal offence under Article 284 of the Polish Criminal Code) and the matter will be reported to the police. In addition, in such a case, the Lessor may deactivate the rented vehicle's starter.

26. If the rental contract is terminated without notice, the Hirer shall immediately notify the Lessor of the location of the rented vehicle and return the vehicle to the drop-off location previously agreed upon by the Hirer and the Lessor immediately, but not later than within 12 hours.

27. If the rented vehicle is not returned to the location agreed in the rental contract and in accordance with these Terms and Conditions and in the event of the Hirer's delay in returning the vehicle, the Hirer shall Remedy the Damage resulting from the same. If the rented vehicle is not returned as agreed, the Lessor may arrange for collecting the vehicle, its keys, insurance policy and vehicle documents from the Hirer and may require the Hirer to pay the full costs incurred to collect the vehicle.

28. The Hirer shall return the vehicle with the same amount of fuel in the fuel tank as at the pick-up time. If this obligation is not complied with, the Hirer shall Remedy the Damage.

29. The Lessor may require the Hirer to Remedy the Damage, which includes the following costs:

- missing equipment and/or parts of the rented vehicle as described in the **Vehicle Pick-Up Form**, plus compensation for interior and/or exterior wear and tear in excess of normal wear and tear;
- damage caused by inappropriate use and/or operation of the vehicle and/or the Hirer's negligence (damaged mirrors, broken headlights, minor bodywork damage);
- the costs of restoring the rented vehicle to its condition subject to normal wear and tear, including the costs of washing the vehicle and cleaning the seats;
- compensation for loss of the value of the vehicle as a result of an accident involving the vehicle, if the accident was fully or partially the Hirer's fault, or the fault of any other person driving the vehicle or any passenger, or for loss of the value of the vehicle as a result making any alterations and/or modifications to the vehicle without the Lessor's consent.

30. The Hirer shall Remedy the Damage resulting from loss of any part or equipment of the vehicle and/or of inappropriate use of the vehicle and/or failure to keep the vehicle protected and/or loss of any of the vehicle documents. If any of the following: the registration certificate, any of the number plates, the insurance policy, the keys or any other part or item as specified in the Price List is lost by the Hirer, the Hirer shall Remedy the Damage resulting from such loss.

31. Where an incident or event is included in the Price List, the Hirer shall Remedy the Damage by making payment of the applicable amount shown in the Price List, but the Lessor reserves the right to claim additional compensation. However, if the Hirer is a consumer, the charge shown in the Price List is only an indicative value of the damage suffered by the Lessor as a result of the incident or event. If the Hirer is a consumer, they shall be liable on a fault basis, subject to any such broader scope of liability as may be prescribed by law. If the Hirer is not a consumer, they shall be exempt from liability only if the incident or event is a result of force majeure circumstances or entirely the fault of the Lessor.

32. The Lessor shall be liable to the Hirer for its (the Lessor's) performance of the rental contract, including for defects in the rented vehicle, in accordance with the provisions of the Polish Civil Code, the rental contract and these Terms and Conditions.

33. The Hirer may make his complaints also by phone or electronic mail to the Lessor's email address: reklamacja@express.pl. The Lessor shall investigate all complaints in accordance with the provisions of the Polish Civil Code Act of 23 April 1964 (Dz.U. [Journal of Laws] of 1964, No.16, item 93), particularly Article 659 et seq. and the provisions of the Consumer Rights Act of 30 May 2014 (Dz.U. [Journal of Laws] of 2014, item 827). Each complaint shall be investigated within 14 days of the date of its receipt, but where additional information is required from the Hirer, then within 14 days of the date of the provision of such information by the Hirer.

Maintenance, Servicing and Repairs

34. The Hirer acknowledges that the rented vehicle may have to be made available to the Lessor for periodic servicing at such odometer readings as stated in the Vehicle Servicing Log Book and/or in the Vehicle Pick-up Form (+/- 500 km) or as indicated by the vehicle's OBD system, at such time and place as agreed upon with the Lessor (in case of doubt, contact the Express Information Telephone Service (+48) 12 3000 333). If the rented vehicle is made available for servicing with the odometer reading higher than specified or is not made available for servicing, the Hirer shall Remedy the Damage resulting from the same, including (but not limited to) the costs of servicing and the Lessor's loss of the manufacturer's warranty on the rented vehicle.

35. The Hirer may not have the rented vehicle repaired, modified, altered, serviced or otherwise dealt with for any repairs and/or servicing without the Lessor's written consent. If the rented vehicle is/gets broken down and/or is involved in a road accident and/or damaged during the rental period, the Hirer shall notify the Lessor of the same (by calling (+48) 12 3000 333) and shall follow the Lessor's instructions. Without the Lessor's consent, the vehicle may not be driven until the breakdown is eliminated. The Hirer may repair the rented vehicle himself/herself only with the prior consent of the Lessor (given in writing to be valid or by email) regarding the place and scope of the repair. In such a case, the Hirer shall provide the receipts/bills/invoices for the repairs done, return all the parts that have been replaced (if any) and submit a statement describing the circumstances of the breakdown.

36. The Lessor shall investigate the matter and, if it finds the repair to have been necessary and that the Hirer is not liable for the breakdown, shall reimburse the Hirer for the costs documented by such receipts/bills/invoices

Vehicle Damage, Accident and Theft Procedure

37. If the rented vehicle is damaged, involved in an accident, stolen, damaged as a result of a break-in or any other offence, if the vehicle keys are lost, the Hirer shall notify the same to the Lessor immediately by calling (+48) 12 3000 333 and follow the instructions received, including (but not limited to) the obligation to report the matter to the Insurer named in the insurance policy and to call the police immediately. Notifying the Lessor of the fact that the rented vehicle has been stolen or that the vehicle keys have been lost will enable the Lessor to locate the vehicle and deactivate its starter remotely.

38. If the Lessor is not notified of any of the circumstances described in the preceding section, the Hirer shall Remedy the Damage resulting from failure to give such notification.

Lessor's Obligations

39. Unless the rental contract provides otherwise, the Lessor shall not be liable for any damage suffered by the Hirer as a result of the rented vehicle breaking down, being damaged and/or being involved in an accident, unless the damage is a result of the Lessor's inappropriate performance of its obligations.

40. If the rented vehicle is immobilised for longer than 24 hours, the Lessor shall provide a replacement vehicle to the Hirer, provided that the Lessor has a vehicle that may be provided to the Hirer. The time period as specified by the Lessor for providing a replacement vehicle shall begin upon the later of when the Lessor is notified by the Hirer (or the driver of the rented vehicle) of the occurrence of circumstances that immobilised the vehicle or when the Lessor finds that the rented vehicle will be immobilised for more than 24 hours. The time periods specified in the preceding sentence shall not include weekends, i.e. the period from 8 p.m. on Friday to 7 a.m. on Monday and bank holidays (from 8 p.m. on the day preceding the bank holiday to 7 a.m. on the day following the bank holiday), subject to the aforementioned normal weekend period. No rent shall be charged from the Hirer for the period of waiting for a replacement vehicle. If the replacement vehicle is of a class or segment lower than the rented vehicle, the rent amount shall be reduced accordingly, subject to the Hirer's rights under the generally applicable provisions of law, provided that the Hirer is a consumer.

41. No replacement vehicle shall be provided if the rented vehicle is immobilised outside the Republic of Poland. In addition, if the Hirer is a consumer, no replacement vehicle shall be provided to the Hirer if at least one of the following occurs: the registration certificate is lost; the insurance policy is lost; the car keys are lost; or the number plate is lost.

Insurance for Vehicles

The rented vehicle is covered by third-party liability insurance (TPW), AC (Fire, Theft & Damage Accident with an excess of PLN 2500 in the case of damage or theft). To the extent covered by the insurance, the Hirer may request for a claim to be made against the policy with respect to losses and/or damages for which the Hirer is liable. However, the following shall not be accepted as part of any such claim:

- intentional damage to the vehicle,
- damage to the vehicle while driving the vehicle under the influence of alcohol or drunk, under the influence of narcotics or psychotropic substances and/or without a valid driving licence accepted in the Republic of Poland;
- damage to the vehicle if the speed limit is exceeded by at least 30 km/h and/or in the event of any other gross breach of the applicable road traffic rules and regulations (in which case an excess applies or the insurer may waive all of its liability for the damage);
- If the driver fled the scene of an accident in which the rented vehicle was involved;
- damage caused while the vehicle was being driven by a person not authorised to drive the vehicle under the rental contract or these Terms and Conditions;
- theft of the vehicle, if the Hirer cannot provide the vehicle keys and/or the registration certificate;
- theft of the vehicle, if any of the vehicle's anti-theft devices was not activated;
- theft of the vehicle, any of its equipment or damage to the vehicle or its equipment, if the same is a result of a theft attempt, where this happened outside the European Union;
- a break-in resulting in the vehicle's radio/audio set and detachable panel being stolen;
- other special circumstances as specified in the general terms and conditions of the insurance contract or insurance policy.

The Hirer must be familiar with the provisions of the insurance policy and with the general terms and conditions of the insurance for the vehicle, and shall comply with such provisions, and where the Hirer makes the vehicle available to any other person, shall instruct each such person about the obligations contained in the above documents. In the event of failure to do so, the Hirer shall Remedy the Damage resulting from such failure. A copy of the valid general terms and conditions of the insurance for the vehicle is available at <https://www.express.pl/wpozyczalnia/najczesciej-zadawane-pytania>. In addition, if requested by the Hirer, a copy of the applicable general terms and conditions of the insurance for the vehicle may be provided to the Hirer before a rental contract is made with the Hirer. After a rental contract is made, the Hirer may be provided with a copy of such general terms and conditions at any of the Lessor's locations.

42. The obligation to remedy the damage as referred to in the preceding section shall not apply to damage not covered by the insurance policy and damage not reported by the Hirer to the insurer as a part of an acceptable claim for compensation.

43. The rented vehicle may be covered by international third-party liability insurance (known as the Green Card). Such insurance may be provided when the Lessor is informed that the Hirer intends to take the rented vehicle outside the Republic of Poland, provided that such information is given at least 24 hours before doing so.

44. The rented vehicle is fitted with anti-theft devices required by the insurer. To ensure the protection of its property against theft, the Lessor's rented vehicles are normally fitted with GPS location devices.

45. If a claim is made by the Hirer to the insurer and if the Hirer is responsible for the loss or damage reported as part of the claim, the Hirer shall be required to Remedy the Damage. (Letter T of the Price List) to compensate the Lessor for the costs connected with repairing the rented vehicle and for the loss of the market value of the vehicle. The Hirer's obligation to Remedy the Damage shall also apply if the Lessor decides, based on the insignificant value of the loss or damage, that the Hirer need not make a claim to the insurer and that the Lessor will pay for repairing the vehicle out of its own pocket.

46. The Hirer may join a group insurance scheme under an agreement between the Lessor and Towarzystwo Ubezpieczeń i Reasekuracji Warta S.A. The group insurance scheme referred to in the preceding section will pay the excess for which the Hirer is responsible (Excess Waiver Insurance). The premium for such Excess Waiver Insurance, in the amount specified under Letter U of the Price List, shall be paid by the Hirer to the Lessor. Such group insurance shall be valid throughout the rental period (the term of the rental contract). If the rental period is extended beyond the contractually agreed term, the insurance period shall be extended accordingly. The premium shall be charged for each full or partial day of rental. The premium paid by the Hirer shall be transferred by the Lessor to the insurer, Towarzystwo Ubezpieczeń i Reasekuracji Warta S.A. The sum insured shall be PLN 2500. The Hirer hereby authorised the Lessor to receive the compensation (if any) paid by the insurer as part of the group insurance scheme. When the insurer pays such compensation to the Lessor, the Hirer shall be released from the obligation to Remedy the Damage (Letter T of the Price List).

Contracts Made Online

47. A rental contract may be made by completing and accepting an online form, subject to sections 49, 50 and 52 of these Terms and Conditions, based on (a) a Customer's offer made through the online form available on the Lessor's website (www.express.pl) and (b) the Lessor's statement accepting the Customer's offer so made.

48. When an offer is made by a Customer as described above, the Lessor shall send the Customer a statement of acceptance of the offer or a statement of refusal to acceptance of the offer, in either case within 2 hours of its receipt of the Customer's offer, to the email address given by the Customer. After receiving the Lessor's statement of acceptance of the offer, the Customer shall be required to pay all the costs of the rental service (the rent and all other charges as agreed (if any)) or make an advance payment of the costs of the rental service in the amount specified in the offer (Booking Fee). If the period between the time of booking a vehicle and the pick-up time specified by the Customer is shorter than 72 hours, the full cost of the rental service must be paid. The Customer may make payment using any of the methods of payment available on the vehicle booking website.

49. If payment of the costs of the rental service is made other than through the e-Card transaction processing platform, then by completing the online form, the Customer shall be deemed to have made an initial rental offer, and by making payment of the costs of the rental service into the Lessor's bank account given on the Lessor's website, the Customer shall be deemed to have made his final offer. In such a case, the Lessor shall, immediately after receiving a confirmation that the payment has been credited to its bank account, send the Customer a statement of acceptance of the offer or a statement of refusal to acceptance of the Customer's offer within the meaning of section 48 of these Terms and Conditions, to the email address or fax number given by the Customer.

50. If the Lessor cannot provide a vehicle of the class or category requested by the Customer in his online form, the Lessor shall provide the Customer with a vehicle of a higher class or category at the same rate as that for the requested vehicle. The Customer may rescind his rental contract with the Lessor if the Customer does not accept a vehicle of a higher class or category. If the Lessor cannot provide the Customer with a vehicle of a higher class or category, the Lessor may, before the agreed pick-up date, rescind the rental contract, in which case the Lessor shall pay the Customer an amount equal to the Booking Fee. In such a case, the Lessor shall refund to the Customer the

full amount of the Booking Fee or the rent amount paid by the Customer as a result of booking a vehicle.

51. The Lessor will only accept the Customer's offer if

- the Customer accepts the Lessor's terms and conditions of vehicle rental by providing the Customer's details as required in the online form available on the Lessor's website, accepts these Terms and Conditions and if a message is displayed on the Customer's computer screen confirming that the booking has been successfully accepted;
- the Customer meets the requirements described in sections 2 and 54 of these Terms and Conditions;
- the Customer makes his booking at least 7 hours before the planned pick-up date specified in the online form;
- the Customer makes payment to the Lessor of the full cost of the rental service or of a Booking Fee.

52. The Customer may choose not to receive the booked vehicle, in which case the Customer shall notify the Lessor of his rescission of the rental contract. If the period between such notification and the agreed pick-up date/time is shorter than 12 hours, the Customer shall pay an amount equal to the Booking Fee as compensation. In such a case, the Lessor shall refund to the Customer all the amounts paid by the Customer with respect to the rental service in excess of the Booking Fee (within 7 business days or, if the Customer is a consumer, immediately). If the period between such notification and the agreed pick-up date/time is at least 12 hours, the Lessor shall refund to the Customer the full amount paid by the Customer with respect to the rental service or the Booking Fee paid by the Customer.

53. The rented vehicle may only be picked up by the Customer personally. At the time of picking up the rented vehicle, the Customer must have the following with him/her:

- his/her valid ID card or, if the Customer is a foreign national, his/her valid passport;
- his/her valid driving licence accepted in the Republic of Poland;
- a payment card to make payment for the rental service;
- if any person is named in the online booking form as a person authorised to drive the rented vehicle, then the originals of the above documents (a) and (b)) of each such person must be presented.

54. If the Customer or any person named by the Customer in the Personal Details section of the online booking form is found not to meet the requirements described in sections 2 and/or 54 of these Terms and Conditions, the Lessor may rescind the rental contract with the Customer without notice. In such a case, the Booking Fee paid by the Customer shall not be refunded. The Lessor shall immediately refund to the Customer all the amounts paid by the Customer with respect to the rental service, but only in excess of the Booking Fee.

55. If the Customer fails to pick the rented vehicle within 12 hours of the agreed pick-up time, the rental contract shall be deemed terminated. In such a case, the Lessor shall immediately refund to the Customer all the amounts paid by the Customer with respect to the rental service, but only in excess of the Booking Fee.

56. The Hirer may not rescind his rental contract under Article 27 of the Consumer Rights Act of 30 May 2014 in conjunction with Article 38.12 of the same Act.

57. At the time of picking up the rented vehicle, the Hirer must pay a deposit as security for the payment of the amounts to be paid to the Lessor under the rental contract. The deposit may be paid in non-cash or by preauthorisation of the payment transaction if the payment is made by payment card.

Appendix 1 to the TERMS AND CONDITIONS: Price List

| EVENT | CHARGE |
|--|---|
| A. Loss of the registration certificate, insurance policy, number plate or registration sticker on the windscreen policy, a vehicle registration number plate or the windscreen registration sticker | PLN 320 |
| B. Loss of a key (without a keyless entry control) | PLN 300 |
| C. Loss of a key (with a keyless entry control) | PLN 700 |
| D. Loss of or damage to a car alarm remote control | PLN 200 |
| E. Loss of a non-original hubcap | PLN 60 |
| F. Loss of an original hubcap | PLN 120 |
| G. Loss of a detachable radio/audio panel | PLN 300 |
| H. Loss of any technical document for the vehicle (Service Log Book, Warranty Book, User's Manual) Book, User Manual) | PLN 200 |
| I. Removal of any part of the vehicle or any other alteration or modification to the vehicle without the Lessor's consent | PLN 200 |
| J. Loss of any equipment of the vehicle not specified in this Price List changes without the consent of the Lessor | as per the manufacturer's price list + 35% |
| K. Loss of the warranty on the vehicle where the Hirer (or the driver of the vehicle) is responsible for the loss | PLN 2500 |
| L. Smoking in the vehicle | PLN 250 |
| M. Carrying animals in the vehicle | PLN 300 |
| N. Using the rented vehicle to tow any other vehicle | PLN 250 |
| O. Allowing the vehicle to be driven by a person not authorised to drive it | PLN 250 |
| P. Taking the vehicle outside the Republic of Poland without permission authorised to drive the vehicle | PLN 100.00 for each day of the vehicle remaining outside the Republic of Poland |
| R. Delay in returning the vehicle | three times the daily rate for each day of such delay |
| S. Costs of bodywork/paintwork repairs (including the costs of cleaning the seats), replaced parts and equipment | the costs of the service or parts, plus +35% |
| T. Damage caused during the rental period and not covered by the third-party insurance policy of the person responsible for the damage parts and internal | PLN 2500 |
| U. Excess Waiver (an insurance premium, item U) (SCDW) | PLN 20 per rental day |
| W. Topping up the fuel tank | PLN 6.10 per litre (unleaded petrol or diesel) |

On behalf of Express spółka z ograniczoną sp. k. (Express Rent a Car)
Chairman of the Board

I confirm that I have read the Terms and Condition and have collected a copy of the Terms and Conditions
Lessee's Signature