

CONDITIONS OF RENTAL

Lesser: Value24rentacar - Maciej Piwowarczyk – ul. Kościuszki 10, 34-500 Zakopane, in the contract of rental called Firma Wulkan Maciej Piwowarczyk.

Lessee: a private person/a company, specified in the contract of rental, further called the customer, who certifies with his/her signature, that he/she agrees with the following conditions of rental and is personally responsible for the car he/she has rented on conditions stated in the contract.

§1. Overall information

1. Lessee is obliged to inform the lesser about journey abroad (outside Polish borders) at the moment of concluding the contract of rental.
2. Lessee has to obey the traffic regulations, and if he/she is unfamiliar with those, he/she will still be penal and civil liable in case of violating the law.
3. Lessee is obliged to use all the protections and securities available in the car and to park the car in a safe place, i.e. a guarded car park.
4. It is forbidden to leave the lesser documents, car keys and the radio in the car. In case of violating this point, the Lessee will be penal liable up to the amount of treasury share.

§2. Conditions of Rental

1. Every Lessee should be at least 21 years old.
2. Lessee is obliged to submit three documents: driving licence (valid for at least 12 months), identity card/passport and credit card.
3. Third party, who hasn't been listed in the contract, is not allowed to use the car without previous permit of the Lesser.
4. The circumstance described in point 3 should be reported at the moment of concluding the contract. If it is not possible, then it is required to send the identity card/passport and driving licence of the person, who is going to use the car to the office via fax.
5. At the moment of the car's rental, type, brand and group of car, what is mentioned in §2, is specified, as well as the exact price, Lessee is going to pay for the car's rental, what is clearly specified and listed in the contract of rental.
6. Natural day of rental lasts 24 hours and it is over at the moment of the car's return. The customer should return the car until then, and if it's impossible, within 1 hours at the latest. If he/she does not obey these rules, following natural day is calculated according to the valid price list.
7. Lesser stipulates in the contract the right to take the car from the Lessee immediately if he/she does not use it according to the contract and in case of delay in payment.
8. Lessee gets the car with full petrol tank and he/she is obliged to turn back the car with full tank. Otherwise, he/she will pay for the petrol according to the amount listed in the contract.

§3. Charges

1. Lessee is obliged to clear all the charges concerning the car's rental, what has been clearly stated and written in the contract of rental.
2. The amount of charge for the car's rental has been specified at the moment of starting up the rental period, according to the valid price list.
3. Lessee may choose the form of payment (cash, credit card, money transfer). However, he/she is obliged to have and show a credit card at the moment of the rental.
4. At the moment of rental with use of a credit card, the company's employee makes the transaction of sales on the account of the customer in the amount of rental price.
 - 4 a. At the moment of rental with use of a credit card, the company's employee make pre-authorisation of the amount of treasury share/deposit money as the security of the rental.
5. If another method of payment, different than credit card/money transfer has been chosen, financial means are unblocked at the moment of the car's return.
6. Pre-authorisation of the treasure share's/deposit money amount is unblocked on the customer's account within 7-14 days, depending on the dispositions of the credit card's owner (BANK).
7. All the prices included in the valid price list are stated in EURO. However, the payment is made in Polish Zloty, according to average rate of EURO by National Bank of Poland (NBP) on the day of

concluding the contract.

§4. Insurance

The Lesser states, that the car has insurance valid in the area of Poland. The insurance concerns, according to the contract, personal liability only these people, who use the car with the permit of the Lesser. Travel over the border of Poland is possible after permission of the Lesser and purchase by the Lessee extra insurance policy, which is valid in the country, where the car is going to be used. In case of violation of these stipulation and travel or attempt of travel abroad, the Lessee is obliged to pay penalty fixed in the contract as 5 times of treasury share.

§5. Damage, loss, theft, etc.

If the car or its parts are stolen or damaged somehow, caused by the Lessee or a driver of the Car, the Lessee is obliged to fulfil all the following responsibilities:

a) Pay the amount of all the loss caused with the incident to the Lesser, and in particular, refund all the expenses made by the Lesser in order to get back or repair the Car, or to pay the equivalent of the Car's value;

b) Cover the damaged, which results from the loss of the Car's value;

c) Pay the equivalent of loss of income from the rental, which is calculated as the product of the amount of days, when the Lesser couldn't use the car within his business activity and the day rate of the Car's rental.

The responsibilities described above encumber the Lessee also if he/she or the driver of the Car violates present Conditions, law regulations (including customs law) or insurance conditions. The Lessee states here, that he/she read the conditions of limiting his/her liability 'CDW' and 'TP', that are described in the present paragraph. The Lessee's liability in case of the car's damage may be limited, if the Lessee accepts Collision Damage Waiver (further called 'CDW'), provided that the Lessee will not violate the Conditions. The same rules are analogically applied in case of theft, Theft Protection (further called 'TP').

If the Lessee loses the keys or documents of the Car, he/she is obliged to pay the Lesser penalty fixed by the contract, which is the equivalent of the treasury share, that is paid before or at the moment of conclusion of the contract as the deposit money. The amount is paid either in cash or with pre-authorization on the credit card (of the Lessee's choice). In such circumstances, secured money or paid as the Treasury share become the Lesser property. If, as the result of loss of the keys or documents, the Lesser or a third party will note loss, which is higher than the amount of the Treasury Share, the Lessee is obliged to cover the whole of the loss bore by the Lesser or a third party.

§6. Collision Damage Waiver (CDW), Theft Protection (TP)

With acceptance of CDW and TP, the Lessee accepts the duty to pay an extra charge, according to the price list valid on the day of concluding the Contract of Rental. Otherwise, in case of damage, loss or theft the Car or its parts, the Lessee accepts the liability stated in paragraph 5 of the present Conditions.

Collision Damage Waiver and Theft Protection does not exclude the liability of the Lessee, if he/she neglected or violated the Conditions, law regulations or insurance's terms. Damage of tyres, windows, side mirrors, chassis, wipers, as well as the interior of the car (the damage or stains of upholstery and damage caused with cigarettes) are not included in the liability limitation of the car's Lessee.

§7. Collisions and thefts

In case of an accident (associated with the damage or without any damage of the car), theft or damaged caused with any other way, the Lessee or the driver of the Car is obliged to call the Police on the place of the incident, and the Lessee should demand appropriate proceeding from the Policeman. In case of the car's or its parts stealth the Lessee is obliged to call the Police and obtain a copy of the proceeding, which confirms the theft, and submit it to the Lesser. Every accident or damage, loss or theft of the Car has to be reported to the Lesser. In any circumstances, the Lessee must not accept claims of third parties. The Lessee is obliged to help the Lesser and/or his insurance company in all the claims and court cases concerning the accident or damage, in particular by:

a) Submitting filled-in and confirmed form of reporting the accident,

b) Submitting complete personal data of participants and witnesses of the accident along with the description of the accident,

c) Not leaving the car without care and securing it

d) If the accident or damage was cause by a third party- taking up all necessary actions in order to settle the perpetrator and secure evidence, that may help with settlement of the perpetrator's liability.

If the Lessee violates any of stipulations described above, the Lessee is fully liable for the Lesser or a third party's damage, even if he/she has accepted CDW and/or TP and has paid for these options.

§8. Address and jurisdiction of the court

The Contract is based on Polish law regulations. All contentious questions resulting from the contract will be settled in court appropriate to the Lesser headquarters or according to the will of Lesser, on the basis of regulations and in the court appropriate to the Lessee address. All the changes of the Conditions may be done only in written form- otherwise they may be invalidated.

§9. Lesser liability

The Lesser is not responsible for both transported, left in the car objects and any charges (tickets) encumbering the Lessee in association with the use of the Car during the rental period. The Lesser is not responsible towards any third party for any compensation claims, which are the result of damage caused by the Lessee or the driver of the Car during the period of the rental.

We would also like to inform, that cars, which belong to Value24rentacar Wulkan Company Maciej Piwowarczyk are equipped with GPS navigation devices are closely monitored, with possibility of stop and arrest the vehicle.

Wulkan Maciej Piwowarczyk Company has the right to check the car thoroughly within 6 hours after the car is returned.