

## GENERAL TERMS AND CONDITIONS effective as of 01.20.2025.

### § 1. PRELIMINARY PROVISIONS

1. These General Terms and Conditions of Car Rental (hereinafter also referred to as the "GTC") define the terms and conditions of car rental agreements concluded by Flex Rent sp. z o.o. with its registered office in Warsaw, ul. Bitwy Warszawskiej 1920 R. 11, 02-366 Warsaw, KRS [National Court Register no] 0000648633, REGON [National Business Registry no] 365928831, NIP [tax no] 7010635672 (hereinafter also referred to as the "Car Rental Company") with the renter or user of the vehicle (both the renter and the user of the vehicle are referred to hereinafter as the "Renter") and form an integral part of the Rental Agreement (hereinafter also referred to as the "Agreement"), a model of which is available on the Car Rental Company's website at [www.flextogo.com](http://www.flextogo.com).

Capitalized words have meaning ascribed to them in these GTC and the Agreement.

In the event of any discrepancy between the contents of the GTC and the contents of the Agreement, the provisions of the Agreement shall prevail.

2. Subject to sections 3 - 5 below, the condition for concluding the Agreement is the possession, by the Renter or a person authorised to use the vehicle on behalf of the Renter, of a driving licence of the appropriate category honoured on the territory of the Republic of Poland for a minimum period of 12 months preceding the date of concluding the Agreement and being at least 20 years of age, and in the case of premium class vehicles and those designed to transport 9 persons, being at least 25 years of age.
3. Regardless of the class of vehicle rented, the conclusion of the Agreement by a person under the **age of 25 and also over the age of 69 is possible upon payment of an additional fee, included in the Car Rental**

**Company's Table of Charges (hereinafter: "Table of Charges")**. The Table of Charges is appended to these GTC and available on the Car Rental Company's website at [www.flextogo.com](http://www.flextogo.com).

4. Persons who do not meet the age criteria may rent a vehicle on condition that they pay twice the amount of the deposit referred to in §4, as well as an additional fee, which is included in the Table of Charges.
5. The Renter or a person authorised by the Renter to use the vehicle on behalf of the Renter must hold an identity card (other than a driving licence) valid for a minimum of 12 months preceding the date of the Agreement.

### § 2. COMMENCEMENT AND TERMINATION OF RENTAL RELATIONSHIP

1. The Renter can make a vehicle reservation on the Car Rental Company's website or through a broker cooperating with the Car Rental Company. The following information is required in order to fill in the form correctly for the reservation to be made:
- 1) Name and surname;
  - 2) Rental duration;
  - 3) Vehicle collection and return location;
  - 4) Method of payment;
  - 5) Selected extras (e.g. child seat, GPS, WIFI);
  - 6) The email address and contact telephone number of the Renter.
2. The Renter receives a confirmation of the booking to the e-mail address specified by the Renter in the booking form. The confirmation sent to the Renter contains detailed information about the booking, in particular the duration of the agreement, the amount of rent, the class of vehicle and the place of collection of the vehicle.
3. If a booking is made via an online brokerage portal that presents vehicle rental offers from a number of operators, the Renter will receive a confirmation of the booking together with details



of the booking from that entity and the terms of the agreement concluded with the brokerage portal.

4. In the event of the Renter booking a vehicle via a broker portal, the Car Rental Company is not responsible for the provision/performance of any additional services offered and purchased from such a broker, as well as for the Renter's settlements with such an entity.
5. The Car Rental Company is not responsible for the settlement and reimbursement of fees paid by the Renter to the brokerage companies through which the Renter has booked the vehicle.
6. The Agreement is concluded through signature by the Renter and the Car Rental Company's representative using a device that allows electronic signature confirmation.
7. The date and time of the commencement and termination of the rental is specified in the Agreement.
8. In the case of reservations made on the Car Rental Company's website: [www.flextogo.com](http://www.flextogo.com), cancellation of the reservation, without incurring any costs to the Car Rental Company on this account, **is possible at no later than 24 h prior to the planned** handover of the vehicle to the Renter. The cancellation of a reservation is possible from the customer account or by sending an e-mail to the e-mail address to which the reservation was made or to [rent@flextogo.com](mailto:rent@flextogo.com) . In the case of bookings made through an intermediary (broker), the terms of cancellation are specified in the agreement concluded by the Renter with the intermediary.
9. Extension of the term of the Agreement requires the consent of the Car Rental Company, and the desire for extension must be notified by the Renter immediately, no later than:
  - 1) 24 hours before the deadline for returning the vehicle - when the return falls on working days from Monday to Friday;
  - 2) 48 hours before the return deadline of the vehicle - when the return deadline falls on Saturdays, Sundays and public holidays.

The Renter's request to extend the Agreement for a period longer than 59 minutes must be confirmed by an e-mail sent to [rent@flextogo.com](mailto:rent@flextogo.com) or in person at the Car Rental Company's outlet. In the case of an extension, the Car Rental Company shall be entitled to recalculate the rental rate per rental day according to the Walk-in rental price list valid on the of the extension, which is available for inspection at any Car Rental Company's outlet. The Renter shall be informed of the applicable Walk-in rental price list rate prior to the decision to extend the Agreement. Failure to notify of the Renter's intention to extend the Agreement and failure to return the vehicle within 6 hours of the termination or expiry of the Agreement may be treated as a suspicion of wilful misconduct (misappropriation or theft), of which the Car Rental Company may notify the law enforcement authorities. Once the Renter has notified the Car Rental Company of his/her wish to extend the Agreement by telephone or email, the Car Rental Company shall send a new Agreement to the Renter's email address for the extension period. The Renter then confirms the terms and conditions of the Agreement extension in a return reply within a maximum of 12 hours of receiving the email. If the Renter does not conclude a new Agreement, the extension will not be guaranteed by the Car Rental Company.

10. Reduction of the duration of the Agreement is possible at the written request of the Renter, notified by e-mail sent to [rent@flextogo.com](mailto:rent@flextogo.com) or in person at the Car Rental Company's outlet no later than 24 h before the planned date of return of the vehicle. In the case of a shortening of the Agreement lasting at least 5 days, the Car Rental Company may calculate the rental rate per day according to the price list of walk-in rentals, valid on the day of the shortening of the Agreement, of which the Renter will be informed before the decision on shortening the Agreement is made. In the event of shortening the Agreement, the Car Rental Company will reimburse the Renter the daily



charges/fees for the remaining rental days as determined by the Agreement originally concluded with the Renter. If a booking is made through a broker (intermediary), the amount of the commission charged by the broker shall not be reimbursed (the rules for reimbursement of the commission by the broker shall be specified in the agreement concluded between the Renter and the broker)

2. The Car Rental Company reserves the right to immediately terminate the Agreement and take the vehicle back from the Renter at the Renter's expense, also through an authorised entity, in the event that the car is found to be used in violation of the terms of the Agreement:
  - a) deliberate damage to the vehicle by the Renter or the person driving the vehicle to whom the Renter has made the vehicle available,
  - b) damage to the vehicle when driven by the Renter or the person driving while under the influence of alcohol or intoxication, after the use of drugs or psychotropic substances and/or without a valid driving licence,
  - c) where the person driving the vehicle has fled the scene,
  - d) damage to the vehicle as a result of filling up with the wrong type of fuel,
  - e) use of the vehicle for participation in races, rallies and competitions, testing on race tracks
  - f) driving under the influence or after consumption of alcohol, drugs or other intoxicating substances,
  - g) driving the vehicle out of the country without the Car Rental Company's consent,
  - h) use of the vehicle for off-road driving.
12. In justified situations, as indicated in paragraph 11, the Car Rental Company will be entitled also to collect the vehicle without the participation of the Renter.

### §3. RENTAL FEES

1. The rent for a vehicle is calculated as a multiple of 24-hour periods (day) at the rate stated on the Car Rental Company's website, or resulting from the Agreement with the brokerage portal in the event of a booking via such a portal. In the case of payment via the *pre-paid* system referred to in point 3 a), the parties are bound by the rental rate in the amount previously paid by the Renter against the Agreement via the brokerage portal.
2. The rent is collected in advance, before the vehicle is handed over to the Renter, in the amount specified in the Agreement.
3. If the Renter books a vehicle via the broker portal, the fee is paid:
  - a) on a *pre-paid* basis: to the broker portal, prior to collecting the vehicle from the Car Rental Company  
or
  - b) in the *paid-on-arrival* system: by credit card to the Car Rental Company's account, at the latest at the time of handover of the vehicle to the Renter by the Car Rental Company.
4. The Renter will receive a receipt to confirm the charges paid by the Renter. Upon request of the Renter, the Car Rental Company will issue a VAT invoice - whereby for the VAT invoice to be issued it is necessary for the Renter to provide his/her NIP [tax number] at the latest at the time of collecting the vehicle, on the condition that the receipt is returned to the Car Rental Company (or that it is not collected by the Renter at the time of the handover of the vehicle) and that this request is made in time to allow the invoice to be issued within the valid deadline (at the latest by the 15th day of the month following the month in which the service was performed), at the latest 2 working days before this deadline expires. The Car Rental Company is authorised to issue VAT invoices without the signature of the renter. By accepting the provisions of these GTC, the Renter agrees to receive VAT invoices electronically. The VAT invoice shall be sent to the Renter's e-mail address indicated in the Agreement.

5. The Car Rental Company accepts credit cards with the Renter's full name. Credit cards with incomplete names and initials are not accepted. Payment with a debit card requires the agreement of the Car Rental Company and is only possible with the payment of an additional fee for the removal of the Full Protection deductible and fuel package to secure the Agreement. The amount of such fees is indicated in the Car Rental Company's Table of Charges available on the website and attached to these GTC. The validity of the credit/debit card may not be shorter than 6 months from the termination date of the Agreement.

#### **§4. RENTER'S DEPOSIT AND DEDUCTIBLE**

1. The condition for releasing the vehicle to the Renter is the transfer of the deposit to secure the claims of the Car Rental Company that may arise from the Agreement. The deposit is transferred by blocking funds on a credit card (accepted cards: **Visa, Master Card**). Before the vehicle is handed over to the Renter, the Renter may purchase, for an additional fee specified in the Table of Charges, a reduction in the amount of the deposit (reduction of the deposit block). The purchase of a reduction of the obligation to hand over the deposit (reduction of the deposit block) does not exempt the Renter from responsibility for the rented vehicle. Within the scope of the Renter's responsibility as defined in the Agreement and the GTC, the Car Rental Company has the right to charge the Renter with contractual penalties and costs for which the Renter is responsible.

2. The amount of the deposit appropriate for the vehicle class is indicated in the Agreement and in appendix no. 1 to the GTC (also available on the Car Rental Company's website <https://flextogo.com/>). Pre-authorisation by means of blocking the funds on the card is made by the Renter before the vehicle is handed over and is valid for 7-30 days from the

day of its making, depending on the internal procedures of the card issuer. The release of the blocking (pre-authorisation) occurs automatically in accordance with the procedures adopted by the bank - card issuer. The release of the blocking does not imply waiver of the Car Rental Company's claims against the Renter. Subject to clause 3, the Car Rental Company undertakes to immediately submit an instruction to cancel the blocking in the event of circumstances justifying the release of the funds, no later than within 7 days after the last day of the Agreement.

3. The deposit paid by the Renter may be credited to cover claims to which the Car Rental Company is entitled in connection with the restoration of the vehicle to a condition resulting from normal wear and tear, the purchase of additional services, the accrual of penalties in connection with a breach of the Agreement, and in the event of damage to the vehicle or other property handed over to the Renter during the rental period for reasons for which the Renter is responsible.

4. Subject to paragraphs 5, 6 and 9 below, damage deductible means the level of the Renter's property liability for the vehicle as set out in Appendix 1 and on the Car Rental Company's website.

5. The Renter shall be fully responsible for damage caused through the fault of the Renter, including damage caused by the person driving the vehicle if the Renter has made the vehicle available to him/her, including damage caused due to the use of the vehicle contrary to the Agreement or the GTC, documented on the basis of a valuation presented to the Renter by the Car Rental Company, if the damage was caused by circumstances for which the Renter is to blame. The Renter is obliged to exercise due diligence in the event of damage by notifying the Police of the incident, as this may be necessary to process the claim on the basis of the insurance policy of the participant in the incident or the entity responsible for the



occurrence of the damage. In the event of damage to the vehicle, the Car Rental Company will provide the Renter with an estimate of the repair of the damage. The Car Rental Company will also take photo documentation of the damage or dirt on the vehicle. The photo documentation will be handed over to the Renter

6. The Renter shall be liable for the damage caused in an amount exceeding the Renter's deductible with regard to a breach of the rules for the use of the vehicle set out in the GTC and the Agreement, in the event of:
  - 1) deliberate damage to the vehicle by the Renter or the person driving the vehicle to whom the Renter has made the vehicle available,
  - 2) damage to the vehicle when driven by the Renter or the person driving while under the influence of alcohol or intoxication, after the use of drugs or psychotropic substances and/or without a valid driving licence,
  - 3) damage to the vehicle by the Renter or the person driving the vehicle as a result of an infringement of road traffic regulations, which will be confirmed by a fine or a final court judgement,
  - 4) where the person driving the vehicle has fled the scene,
  - 5) damage to the vehicle as a result of filling up with the wrong type of fuel.
7. In the cases indicated in the preceding paragraph, the damage shall be covered by the Renter. The deductible for each damage is set at the amount specified in the provisions of these GTC (Appendix 1) and available on the Car Rental Company's website.
8. The Renter has the option to waive the deductible for each of the types of damage referred to in paragraph 5 above (with the exception of the cases referred to in paragraph 6 above and paragraph 9 below) by

purchasing an additional package for the waiver of the deductible. The Renter may notify the Car Rental Company of such a wish no later than on the day of handover of the vehicle by the Car Rental Company, against payment of an additional fee. The description and scope of the additional deductible removal package is presented in Appendix No. 2 to the GTC.

9. **Purchasing the waiver of the deductible does not relieve the Renter from liability for damage in the event of:**
  - 1) Damage/loss of additional equipment, e.g. WIFI, child seat - to the extent of the value of this equipment
  - 2) Damage/loss of key or remote control - within the value of that key or remote control;
  - 3) Damage/loss of number plate unless reported to the Police - in respect of the cost of obtaining a replacement number plate;
  - 4) Loss of a parking ticket - to the extent of the costs incurred by the Car Rental Company on this account;
  - 5) Filling of the vehicle with the wrong type of fuel - to the extent of the damage thus caused, as documented by a valuation;
  - 6) When the person driving the vehicle is/was found to be under the influence of alcohol/drugs or after consuming alcohol/drugs;
  - 7) Where the vehicle is driven by a third party, not notified to the Car Rental Company as an additional driver or a person not qualified to drive,
  - 8) In the event of unauthorised travel abroad, i.e. travel abroad despite the lack of notification to the Car Rental Company of the wish to travel abroad and the lack of consent of the Car Rental Company for travel abroad - in terms of the additional fee to be charged for unauthorised travel abroad;
  - 9) In the event of failure to submit or exceeding the deadline for submission of the damage



report form - to the extent of the damage suffered by the Car Rental Company as a result of the inability to process the claim from the insurance policy of the entity responsible for the damage;

- 10) In the event of a breach (improper performance or failure to comply with the provisions) of the GTC or the Agreement with regard to the provisions defining the Renter's obligations relating to the use of the vehicle - to the extent of damage caused to the Car Rental Company as a result of these breaches
  - 11) Where a vehicle is found to be used in contravention of traffic regulations or private parking regulations, resulting in the incurring of costs by the Car Rental Company, i.e.: penalties or administrative charges, additional charges, fines - to the extent of the costs of these penalties and charges;
  - 12) Return of a dirty car - to the extent of the cost of cleaning the vehicle, as described in the Table of Charges.
10. Immediately after return or replacement (in the case of a replacement vehicle) of the vehicle used by the Renter, the Car Rental Company reserves the right to charge the Renter with the following costs:
- 1) missing equipment of the vehicle or parts thereof as described in the handover report,
  - 2) the costs of repairing damage for which the Renter is responsible,
  - 3) the costs of processing the traffic claim for which the Renter is not at fault - only in the event of the Renter's failure to fulfil his/her obligations under the agreement or the GTC, which are necessary for the processing of the claim under the insurance policy of the responsible entity (in particular with regard to failure to call the police to the scene of the accident);
  - 4) compensation for the loss of value of the vehicle as a result of a collision or

accident in the event that the cause of the accident was the fault or partly the fault of the Renter, the person driving the vehicle or a passenger in the vehicle, or for the loss of value of the vehicle as a result of carrying out modifications or other changes contrary to the intended use of the vehicle without the consent of the Car Rental Company.

11. In the event of damage exceeding the value of the deductible caused by a breach of the provisions of the Agreement referred to in Sections 5, 6 and 9 and Section 10 above, the Car Rental Company reserves the right to seek compensation from the Renter in the full amount (actual damage and lost profits) through legal proceedings.
12. The amount of the deductibles is shown in the table attached as Appendix 1 to the GTC.

#### **§5. HANDOVER AND RETURN OF THE VEHICLE**

1. The Car Rental Company will release the vehicle to the Renter on the date and in the class corresponding to the reservation made, together with a set of documents necessary for its use, with one set of keys and a damage report form. The Car Rental Company reserves the possibility of giving the Renter a vehicle of a higher class for the rent corresponding to the class of the reserved vehicle.
2. The technical condition of the vehicle will be described in the delivery and acceptance protocol. The handover protocol contains information about the state of the odometer, the level of fuel, and a drawing (projection) of the vehicle with all the damages marked on it. In the case of doubts of the Renter as to the technical condition of the vehicle, the Renter has the right to request verification of the condition of the vehicle with a representative of the Car Rental Company and to report any reservations to the delivery and acceptance protocol. Each time the handover protocol is first handed over to the Renter for his/her review and acceptance, and then the protocol is handed over to the Renter on a permanent carrier - via e-mail to the Renter's

e-mail address.

3. Unless expressly agreed otherwise by the parties to the Agreement in a specific case, the Renter is charged with minor expenses resulting from the ordinary use of the vehicle, i.e. refilling of the windscreen washer liquid, washing the vehicle, refuelling, as well as the obligation of current control of the level of operating fluids according to the indications of the on-board computer or other indicators, i.e. the level of oil and liquid coolant, control of the operation of light bulbs in the vehicle and the level of pressure in the tyres, material continuity and the condition of the tyres.
4. **If during the rental period the vehicle requires repairs of any kind, the Renter is obligated to inform the Car Rental Company of this fact each time and without delay by contacting the Car Rental Company by phone on +48 22 122 86 63, [service@flextogo.com](mailto:service@flextogo.com). The Car Rental Company's hotline operates 24/7, e-mail notifications are accepted and processed by the Car Rental Company from Monday to Friday between 9.00 am and 5.00 pm.**
5. The handover of the vehicle takes place on the day of concluding the Agreement, unless the Parties expressly agree on a different date of handing over the vehicle. In the case of the need to change the date of handover of the vehicle the Renter is obliged to inform the Car Rental Company at least 48 h before the planned handover of the vehicle at the address [rent@flextogo.com](mailto:rent@flextogo.com) , or by phone on +48 22 118 90 22.
6. The vehicle shall be handed back with a full tank of fuel, unless a different tank fuel level is indicated on the handover protocol. The fuel level in the returned vehicle should be the same as at the time of delivery. Otherwise, the Renter will be charged an additional fee in an amount calculated in accordance with the Car Rental Company's Table of Charges.
7. After the termination or expiration of the

agreement, the Renter is obligated to return the vehicle, the keys and all the documents as well as the additional equipment handed over to him/her by the Car Rental Company together with the vehicle. The return of the vehicle during the working hours of the Car Rental Company's outlet allows for verification of the condition of the vehicle together with an employee of the Car Rental Company.

8. The Renter is obliged to return the vehicle and accessories in an undamaged condition, taking into account the normal wear and tear resulting from the appropriate use of the vehicle and equipment, which will be assessed by the Car Rental Company in accordance with the industry standard adopted by the Car Rental Company within the Flex Rent Vehicle Return Guide, available on the Car Rental Company's website.
9. In the event of the return of a vehicle: (i) the degree of dirtiness of which does not allow an accurate inspection of the condition of the vehicle at the time of its return by the Renter, or (ii) when the vehicle is returned without the participation of an employee of the Car Rental Company, in particular by returning the vehicle keys to the box located at each Car Rental Company's outlet, including in the case of the return of a vehicle outside the working hours of the Car Rental Company's outlets (working hours 7:00-23:59, except for separately regulated working hours on non-working days and subject to separate working hours of some of the Car Rental Company's outlets, of which information is provided at each outlet), the Car Rental Company will verify the condition of the vehicle without undue delay, no later than within 24 hours from the moment of the return of the vehicle by the Renter, and will provide the Renter with a copy of the delivery and acceptance protocol. In such a case, the basis for the final settlement of the condition of the vehicle, taking into account the degree of its normal wear and tear and damage beyond the normal degree of wear and tear, will be the



delivery and acceptance protocol drawn up by the Car Rental Company, performed after washing of the vehicle by the Car Rental Company's employees. The Renter shall have the right to request to be informed of the date of such inspection and to participate in such inspection, on the basis of which the delivery and acceptance protocol will be drawn up. The Renter's request should be notified by e-mail to [rent@flextogo.com](mailto:rent@flextogo.com) no later than at the time of handing over the vehicle as described in this paragraph 9.

10. In the event of the Renter questioning the condition of the vehicle resulting from the completed delivery and acceptance protocol referred to in para. 9 above, the Renter is obliged to co-operate with the Car Rental Company, in particular by immediately providing all information or evidence to the address [customer@flextogo.com](mailto:customer@flextogo.com) to confirm that the damage did not arise during the term of the Agreement, as well as that the Renter did not cause it or is not responsible for it.
11. On the day and time of expiry or termination of the Agreement, the Renter is obliged to return the vehicle at the place specified in the Agreement. The Renter is entitled to return the vehicle in another place only after obtaining the consent of the Car Rental Company. Bearing in mind the provisions of the preceding sentence the Renter is obliged to inform the Car Rental Company of the above by sending an e-mail to [rent@flextogo.com](mailto:rent@flextogo.com) , at least 48 hours before the deadline for returning the vehicle. In the case of rentals shorter than 48 hours the return of the vehicle at another location without the prior consent of the Car Rental Company is not permitted. **Return of the vehicle in a different place than that resulting from the content of the agreement may be associated with the need for the Renter to incur a fee for this in the amount indicated in the Car Rental Company's**

## Table of Charges.

12. The length of the return delay is determined on the basis of the vehicle delivery and acceptance protocol. The length of the delay may be determined, in the case of the return of the vehicle outside operating hours or in the absence of an employee of the Car Rental Company, on the basis of indications of the GPS device installed in the vehicle.
13. In the event of a delay in the collection of the vehicle by the Renter, the Car Rental Company may cancel the rental after 59 minutes from the scheduled handover of the vehicle, or charge an additional fee for the delay in collection. In the event of a delay and exceeding 59 minutes, the Car Rental Company may add to the rental PLN 107.50, for each commenced hour of delay. These provisions do not apply to situations in which the delay in collection is due to a delay of the flight on which the Renter flew to the Car Rental Company's outlet - on the condition that the Renter, when making the reservation, makes the flight number available to the Car Rental Company, allowing verification of the flight status.
14. The Renter receives via e-mail (within 24 hours on working days) a confirmation of the return - a return protocol, together with a drawing of the vehicle indicating its technical condition (including information on any damage, scratches). At the request of the Renter, it is possible to issue a paper version of the confirmation referred to in the preceding sentence.
15. In the case of returning the vehicle in the manner described in para. 9 above (without the presence of the employee of the Car Rental Company), the Renter is requested to prepare photographic documentation, confirming the technical condition of the vehicle (in particular, clear photos showing the state of the odometer, number plate, fuel level, photos of the interior of the vehicle, detailed photos of the car body - in particular bumpers, wheel arches, door edges, bonnet, headlights,





rims, side mouldings and sill mouldings) - in case and for the purpose of being able to verify the emergence of damage in the vehicle in the period of time between the return of the vehicle by the Renter and inspection of the condition of the vehicle by the employee of the Car Rental Company.

## **§6. RENTER'S OBLIGATIONS/CONDITIONS FOR USE OF THE VEHICLE**

1. The Renter, during the term of the Agreement, undertakes to:

- 1) observe the rules for proper use of the vehicle,
- 2) carry valid documents required by traffic control authorities,
- 3) use of all fitted anti-theft devices every time the vehicle is abandoned,
- 4) carry out daily maintenance of the vehicle, including in particular checking the condition of the oil, coolant and brake fluid, and to follow the recommendations of the vehicle manufacturer; in case of doubt, the Renter should contact the Car Rental Company or an entity acting on behalf of the Car Rental Company by e-mail or telephone,
- 5) pay attention to the gauges on the dashboard, and in the event of any irregularities to contact the Car Rental Company or the entity acting on behalf of the Car Rental Company immediately in order to be directed to the selected service centres,
- 6) use the right type of fuel,
- 7) keep the vehicle clean,
- 8) secure the vehicle against the negative effects of forecasted violent weather events such as hailstorms, flooding, gales, blizzards - in particular by parking the vehicle in a place that is not susceptible to flooding and covered.

2. **The hired vehicle must not be used:**

- 1) for towing other vehicles,
- 2) in races, rallies and competitions, tests on

race tracks

- 3) under the influence of, or having consumed alcohol, drugs or other intoxicating substances,
- 4) in contravention of the legislation in force, including customs and traffic regulations,
- 5) out of the country without the Car Rental Company's consent (it is strictly forbidden to travel in non-European countries, Russia and countries originating from the former USSR - excluding Lithuania, Latvia and Estonia),
- 6) for off-road driving.

3. **In the vehicle it is prohibited:**

- 1) use of tobacco and the use of tobacco heaters, consumption of alcohol, drugs or other intoxicating substances in the vehicle,
- 2) exceeding the permitted payload and carrying more passengers than specified in the vehicle documents,
- 3) transporting animals,
- 4) transporting construction materials in the cab of a vehicle,
- 5) transporting hazardous materials in a vehicle,
- 6) lighting a fire,
- 7) misuse of the vehicle,
- 8) use of CB-radio equipment,
- 9) making alterations or other changes without the consent of the Car Rental Company - this also applies to company stickers and markings used by the Car Rental Company.

4. **In the event of any damage to the vehicle you should: (i) immediately notify the Car Rental Company, at the Car Rental Company's hotline number: +48 22-122-86-63, (ii) secure the vehicle or act in accordance with the instructions of the Car Rental Company or an entity acting on behalf of the Car Rental Company, and in**



- the event of an accident or if third parties are involved in the incident or the damage is due to external factors (e.g. poor condition of the road surface or other road infrastructure, forces of nature, collapse of a tree), also (iii) notify the Police, and if the situation requires it, also other services appropriate to the incident,. In the event of the theft of the vehicle, the Renter is obliged to immediately report the incident to the Police and then immediately inform the Car Rental Company.**
5. In all the circumstances described above, the Renter is obliged to: (i) complete the damage report form found in the vehicle, with the vehicle keys, in the vehicle glove box or with the documents sent at the commencement of the rental, (ii) make every effort to obtain the names of the officers who arrived at the scene of the incident together with the name and location of the unit in which they serve and (ii) **provide the above by email to [service@flextogo.com](mailto:service@flextogo.com) within 48 h of the occurrence of the incident.** The Renter shall be liable for any damage caused to the Car Rental Company by failing to provide the above documentation - to the extent that this breach has prevented the Car Rental Company from processing the claim from its own policy or the policy of the responsible party.
  6. If the Renter does not notify the Police of the traffic incident within 48 hours of the occurrence of the accident or vehicle collision, the Renter is obliged to provide the Car Rental Company with a fully completed damage report form with the information necessary to process the claim (data of the participants in the incident, the cars involved in the incident, the number of the Liability Insurance Policy of the perpetrator of the incident, his/her statement on causing the damage, data from the driving licence and identity document of the person driving the vehicle at the time of the incident).
  7. If the insurer refuses to pay compensation for the costs of repairing caused by the Renter's culpable non-fulfilment of the obligations stipulated in §6 sections 4-6 of the GTC or in the event that the information provided in the documents referred to in §6 sections 5-6 of the GTC proves to be untrue, the Renter shall be liable for damage caused to the Car Rental Company as a result of the lack of or improper fulfilment of these obligations.
  8. **If the vehicle requires any repairs during the rental period, the Renter is obligated to immediately notify the Car Rental Company of this fact.** After prior agreement with the Car Rental Company and obtaining the consent of the Car Rental Company, the Renter may settle the cost of the repair with the workshop from his/her own funds and collect the VAT invoice on the Car Rental Company's data for the service performed on behalf of the Car Rental Company and transfer it to the Car Rental Company until the end of the rental period in paper form to the Car Rental Company's registered office address or electronically to the address: [customer@flextogo.com](mailto:customer@flextogo.com). The Car Rental Company will reimburse the Renter for the costs incurred in the amount resulting from the VAT invoice together with the documented postage costs.
  9. The Car Rental Company reserves the right to charge the Renter with the cost of replacing or repairing the tyres fitted on the vehicle if, during the rental period, damage is caused by the Renter's failure to exercise due care or for any other reason attributable to the Renter.
  10. The Renter is entitled to use the assistance service offered by the Car Rental Company as part of the rent. In such an event, the cost of the assistance service shall be borne by the Car Rental Company. The Car Rental Company shall have the right to charge the Renter with the costs of the assistance service up to the full amount of the service confirmed on the VAT invoice received by the Car Rental Company for the event, in the event that the Renter needs to use the assistance service:

- 1) as a consequence of misuse of the vehicle and caused by improperly transported cargo or luggage,
  - 2) if a drive and use error occurs, which is deemed to be the following: jamming of the keys, loss of the keys, damage to the keys, discovery of a lack of fuel, filling the vehicle with the wrong fuel, getting stuck so that you cannot drive off on your own in any area where there are no traffic regulations (private roads);
  - 3) when using the vehicle as an instrument of crime,
  - 4) in a vehicle the driver of which was, at the time of the accident or of arrival of the police at the scene of the accident, under the influence of alcohol or intoxication, under the influence of or after the use of drugs or other similarly acting agents, or when the driver of the vehicle has fled the scene of the accident,
  - 5) in a vehicle the driver of which, at the time of the accident did not have the driving licence required by the Road Traffic Act;
  - 6) when using the vehicle for the transport of dangerous goods, particularly such as fuels, toxic chemicals, medical substances or gases,
  - 7) during rallies, races, training sessions, competitions or the use of the vehicle as a prop,
  - 8) during a ride abroad unauthorised by the Car Rental Company.
11. Whenever the Renter reports technical problems with the vehicle or other difficulties in the correct execution of any provision of the Agreement or of the GTC, the Renter is obliged to report this circumstance to the Car Rental Company (i) by e-mail, in the case of technical problems with the vehicle to: [service@flextogo.com](mailto:service@flextogo.com), or by telephone to the Car Rental Company's hotline - telephone number: **+48 22-122-86-63**, (ii) in the event of any other difficulties in the proper performance of any provision of the Agreement or of the GTC, by e-mail to: [rent@flextogo.com](mailto:rent@flextogo.com) or by telephone to the Car Rental Company's hotline at: +48 22 118 90 04
- The Renter is obliged to act in accordance with the instruction given by the Car Rental Company.
12. The Renter should immediately report any comments on the condition of the vehicle, at the latest at the time of handover of the vehicle to him. The Renter should take photos of the damage and forward them to the Renter's e-mail address: [customer@flextogo.com](mailto:customer@flextogo.com), indicated as the Renter's complaint address, indicating the vehicle number and the number of the Agreement concluded with the Renter.
13. **The Renter does not have the right to hand over the vehicle to a third party(ies) for use or to sublet it without the Car Rental Company's consent.** In the event of a breach of the above obligation, the Car Rental Company is entitled to terminate the Agreement with immediate effect. In such a case, the Car Rental Company shall be entitled to charge the Renter, in addition to the rent, the contractual penalty specified in §8.1 of the GTC. The Renter shall be liable towards the Car Rental Company for the consequences and effects of making the subject of the rental available to third party(ies) as for his/her own acts or omissions.
14. The Car Rental Company reserves the right to collect the vehicle from the Renter, during the term of the Agreement, in the case of the need to carry out repairs to the vehicle, carry out a service action on the vehicle or in the case of returning the vehicle at the request of the vehicle financier (if the vehicle is not the property of the Car Rental Company). In such a case, the Car Rental Company is obligated to inform the Renter about this by means of electronic correspondence with an appropriate advance - not less than 3 working days, to provide the Renter with a vehicle of at least the same class until the end of the Agreement, as well as to cover the costs of vehicle replacement.



## §7. OBLIGATIONS AND LIABILITY OF THE CAR RENTAL COMPANY

1. The Car Rental Company is obliged to hand over the vehicle to the Renter in condition useful for the agreed use and maintain it in such condition throughout the rental period. In the case of immobilisation of the vehicle resulting from its breakdown, damage to the vehicle or other circumstances preventing further movement of the vehicle, for which the Renter is not responsible, the Renter shall provide the Renter with a replacement vehicle. In such a case the Car Rental Company shall, if possible, provide a replacement vehicle immediately, no later than:

- 1) within 4 hours from the moment of acceptance of the notification if the notification concerns a vehicle that is located in the territory of the Republic of Poland - unless the Car Rental Company and the Renter make individual arrangements mutually accepted by the parties;
- 2) within 24 hours from the moment of acceptance of the notification, if the notification concerns a vehicle that is located outside the territory of the Republic of Poland - unless the Car Rental Company and the Renter make individual arrangements mutually accepted by the parties.
- 3) The replacement vehicle should be of a standard equivalent to that of the vehicle originally hired or, if this is not possible, of a standard no more than one class lower than that of the vehicle.

In the case of repair of a vehicle immobilised for reasons described in sec. 1 of this paragraph up to 4 hours from the moment of notification, the Renter is not entitled to a replacement car. In such a case the Car Rental Company will reimburse the Renter a part of the fees paid in proportion to the time of immobilisation of the vehicle.

2. The Car Rental Company shall make every

effort to ensure that the Renter receives a replacement car that is a vehicle from the Car Rental Company's fleet. In the event that it is not possible to provide a replacement vehicle from the fleet of the Car Rental Company, the Car Rental Company shall provide the Renter with a vehicle supplied by a contractor of the Car Rental Company, which may involve the need for the Renter to complete additional formalities on behalf of and for the benefit of the Car Rental Company.

3. In the case of provision by the Car Rental Company of a replacement vehicle from the Car Rental Company's contractor (not as part of the Car Rental Company's own fleet), all issues related to the use of a replacement vehicle provided by the Car Rental Company's contractor are regulated on the same basis as in relation to the vehicle provided to the Renter for use by the Car Rental Company on the basis of the Agreement, in accordance with the provisions of the Agreement or the GTC. The Car Rental Company reserves the right to settle the cost of a replacement vehicle delivered by a contractor of the Car Rental Company in the event of a breach of the obligations of the Renter or in the event of improper performance of the Renter's obligations related to the use of a replacement vehicle.
4. The provision of a replacement car does not apply:
  - 1) in the event of the vehicle being immobilised due to the Renter losing the car keys for reasons for which the Renter is responsible,
  - 2) immobilisation of the vehicle due to the Renter's failure to fill up with fuel or filling up the vehicle with the wrong fuel,
  - 3) in the event of damage to the vehicle as a result of improper use, including *off-road* driving;
  - 4) in the event of damage to a vehicle the driver of which was, at the time of the accident or of police arrival at the scene of the accident, under the influence of alcohol or under the



influence of drugs or other similarly acting agents, or when the driver has fled the scene of the accident;

In such cases, the contractual parties may agree on the provision of a replacement vehicle for a separate charge, paid by the Renter. All vehicle arrangements shall then apply to the replacement vehicle respectively and paragraph 2(1) and (2) above shall not apply.

5. The Car Rental Company shall not be liable for any fines, penalties or fees (including parking fees) imposed as a result of the Renter's breach of or failure to comply with the law, including traffic regulations, as well as any other rules/regulations governing the use of roads or car parks. These charges shall be paid by the Renter. If these charges or costs are charged to the Car Rental Company - the Car Rental Company shall charge these to the Renter, whereby the Car Rental Company shall be entitled to increase this amount by the actual justified administrative costs incurred (e.g. dispatch of summons, collection costs).
6. The Renter will incur a lump-sum fee for the Car Rental Company's provision of written information on the vehicle user at the request of law enforcement or administration authorities in the amount of **PLN 220 in the case of Polish institutions and PLN 275 in the case of foreign institutions.**
7. Each vehicle is equipped with a GPS transmitter. The Car Rental Company has the right to use the data obtained from the device to monitor the vehicle, secure the vehicle and to ensure the safety of the Renter, as well as in the event of a breach of the terms and conditions of the Rental Agreement, the Car Rental Company is entitled to use the data collected by the GPS transmitter for the following purposes:
  - 1) collecting data on the condition and performance of the vehicle during the rental period (including vehicle damage, mileage, fuel consumption and other operational data);

- 2) improving the accuracy of settlement processes after the return of the vehicle;
- 3) collecting data on the driver's driving during the rental for reasons of safety, security and the investigation of possible claims, as well as contacting the Renter if the data suggests that there is a problem with the safety, security or operation of the vehicle.

8. The Renter has the right to terminate the Agreement with immediate effect in the event of non-performance or improper performance of the rental service by the Car Rental Company for reasons for which the Car Rental Company is responsible.

### §8. ADDITIONAL FEES ON ACCOUNT OF RENTAL

1. Reparation of damage resulting from non-performance or improper performance of the Agreement by the Renter through the fault of the Renter, concerning the obligation to return the car in an undamaged condition, shall be made by paying a contractual penalty in the amount specified below:

<b>Return of car with non-permanent (i.e. removable under standard cleaning procedures used at professional car washes) stains on seats, upholstery, in the boot.</b>	PLN 600
<b>Damage to the car, including damage requiring repair - the full cost of restoration up to the deductible. In the event of a breach of Agreement, the actual cost of repair</b>	Full cost of repair up to the deductible + administration fee of PLN 307.50
<b>Basic cleaning/washing of vehicle exterior/interior</b>	PLN 100
<b>Cleaning of very dirty vehicle interior</b>	PLN 600



<b>Smoking in the vehicle, use of tobacco heaters or consumption of alcohol, drugs or other intoxicating substances by the Renter</b> - for each of the of the aforementioned types of infringement; In the event of damage to vehicle being caused under the influence of unauthorised substances, <u>the full cost of restoration.</u>	PLN 600	hours of delay PLN 537). If the customer does not return the vehicle by 11:59 p.m. on the day the vehicle is to be returned, an additional day of rental will be charged, as well as a contractual penalty for each commenced day of non-contractual use of the vehicle. Additional day according to current rates available at the airport office (walk-in price list).	
<b>Damage/loss of car key or remote control</b>	PLN 2500	<b>Loss of car guarantee through the fault of the Renter</b>	PLN 5000
<b>Damage/loss of car documents</b>	PLN 450	-; acts or omissions of the Renter resulting in the loss of guarantees.	
<b>Damage/loss of number plate</b> Damage/loss of window sticker (per each item)	PLN 300	<b>Engine repair as a result of engine damage</b> due to refuelling with the wrong type of fuel - full cost of repair	Full cost of repair
<b>Damage/loss of rented equipment</b> - GPS, car seat, WIFI, phone holder, snow chains.	PLN 300	<b>Dismantling, replacing parts of the car or making alterations</b> without the Car Rental Company's consent - full cost of repair.	Full cost of repair
<b>Breaking the ban on transporting animals</b>	PLN 600	Charge for unauthorised travel abroad without notifying the Car Rental Company	Zone I PLN 1250 Zone II PLN 1800 Zone III PLN 9000
<b>Using the vehicle to tow other vehicles</b>	PLN 1500	and paying the fee specified above (gross breach of Agreement by the Renter)	
<b>Delay in the collection of the car</b> by the Renter - in excess of the permissible period of waiting period of the car, which is 59 minutes.	PLN 107.50 for each commenced hour. Maximum for 5 hours of delay.	<b>Zone I: Germany, Czech Republic, Slovakia</b>	
<b>Non-contractual use of the car</b> - tolerated delay of up to 59 minutes from the scheduled return date. If exceeded, an additional fee of PLN 107.50 will be charged for each commenced hour (maximum for 5	Additional fee PLN 200  Contractual penalty PLN 537 + day of rental for each day started	<b>Zone II: Lithuania, Austria, Hungary, Italy,</b>	

<p>Croatia, Slovenia, Switzerland, Liechtenstein, France, Spain, Portugal, Andorra, Monaco, Luxembourg, Belgium, the Netherlands, Denmark, Norway, Sweden, Finland, United Kingdom, Ireland, Latvia, Estonia</p> <p><b>Zone III: not included in the Schengen zone</b></p>	
<b>Return to a location other than the place of issue of the vehicle (within Poland)</b>	up to PLN 600
<b>The return of a car in a country other than Poland requires individual agreements. In the case of undeclared return in another country, the customer will be charged a penalty of PLN 6500.</b>	PLN 6500
<b>Return or handover of car outside office hours</b> (working days: 07:00 - 23:59, on public holidays at individually arranged times)	PLN 150
<b>Driving a car by a person other than the Renter</b> (additional driver without this option being purchased at the time of booking)	PLN 200/ day of use by an unauthorised person
<b>Filling the missing fuel</b> to the original quantity per litre of fuel (the penalty covers the lump-sum cost of purchasing and filling the missing fuel) per litre of fuel or, in the case of electric cars,	PLN 14 per litre PLN 6 PLN per KW

per KW of electricity	
<b>Loss of parking ticket when returning the vehicle</b>	PLN 130 one-off
<b>Additional charge for parking in the wrong parking space</b>	PLN 250 one-off
<b>Re-invoicing of the cost of fines and the cost of handling fines</b>	Cost of fine + PLN 100



2. The Renter is obliged to return the parking ticket received upon entering the airport car park to the Car Rental Company's office. In the case of a missing ticket, the Car Rental Company may charge the Renter with a fee for losing the parking ticket **up to PLN 130**. In the event that the Renter terminates the rental before the date indicated in the agreement and without notifying the Car Rental Company leaves the vehicle in a paid car park, which causes the Car Rental Company to incur additional parking costs - the Car Rental Company is entitled to charge the Renter with the equivalent of these costs.
3. In the event of replacement of parts or elements of the vehicle unauthorised by the Car Rental Company, including with more worn-out parts or elements, replacement of tyres, rims, battery with other parts than those installed at the time of the handover of the vehicle - the Car Rental Company is entitled to charge the Renter with the costs of restoring the vehicle to a condition corresponding to the condition of the vehicle on the day of its handover to the Renter.
4. In the event of the occurrence of an event giving rise to an obligation to pay a contractual penalty, the Car Rental Company shall inform the Renter by e-mail to the address indicated in the Agreement. The Renter may present a position to the contrary and evidence to support it. In the event that the Renter's position is taken into account, the funds will be returned to the Renter, and the Car Rental Company will inform the Renter by email of the issuance of a refund instruction.
5. The provisions of this §8 do not limit the Car Rental Company's right to claim damages from the Renter in excess of the reserved contractual penalties on general principles.

## §9. PROTECTION OF PERSONAL DATA

1. The controller of the Renter's personal data is Flex Rent sp. z o.o. with its registered office in Warsaw, at Bitwy Warszawskiej 1920 r. 11, 02-366 Warsaw. The data provided by the Renter shall be processed exclusively for the purpose

of proper implementation of the Agreement, possible enforcement of claims by the Car Rental Company and for the purpose of complaint proceedings, fulfilment of obligations resulting from the binding provisions of law. The processing of personal data is necessary for the realisation of these purposes. The legal basis for data processing is Article 6(1)(b), (c) or (f) of the EU Data Protection Regulation, or, to the extent indicated in the Agreement, on the basis of consent under Article 6(1)(a) of the GDPR.

2. Detailed information on the principles of processing the Renter's personal data is specified in the Car Rental Company's privacy policy available at [www.flextogo.com](http://www.flextogo.com), the basic information obligation concerning the grounds, purposes and principles of processing the Renter's personal data related to the execution of the Agreement is regulated by the information clause indicated in the content of the Agreement concluded with the Car Rental Company.

## § 10. FINAL PROVISIONS

1. In matters not regulated, the relevant provisions shall apply, in particular: the Act of 30 May 2014 on consumer rights (when the Renter is a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code), the Act of 23 April 1964 of the Civil Code, the Act of 18 July 2002 on the provision of electronic services, the Act of 16 July 2004 of the Telecommunications Law, the Regulation of European Parliament and of the Council (EU) of 27 April 2016. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the Act of 10 May 2018 on the protection of personal data.
2. The Renter shall immediately inform the Car Rental Company in writing of any change of mailing address, with the proviso that the Renter may be charged with additional costs of correspondence resulting from the Renter's failure to inform the Car Rental Company of a change of mailing address. The Renter declares





that he/she agrees that the Parties may contact each other and submit declarations of intent in connection with the agreement also in electronic form, including by e-mail. Correspondence of the Car Rental Company shall be directed to the e-mail address indicated in the Agreement, while correspondence of the Renter shall be directed to the address [customer@flextogo.com](mailto:customer@flextogo.com). The Parties undertake to inform each other of any change of e-mail address.

3. All prices mentioned in the GTC, the Agreement, the Table of Charges, the minutes and on the website [www.flextogo.com](http://www.flextogo.com) are gross prices, unless otherwise indicated in the Agreement.
4. All complaints in connection with the conclusion and performance of the Agreement should be addressed through any channel, i.e. in writing to registered office of the Car Rental Company (ul. Bitwy Warszawskiej 1920 r. 11, 02-366 Warsaw) or any service point (rental outlet), by e-mail to: [customer@flextogo.com](mailto:customer@flextogo.com), in person at the registered office or any service point (rental outlet), as well as by telephone at the hotline number: +48 22 118 90 04). The Car Rental Company shall aim to respond to complaints without delay, but no later than within 14 days of their receipt by the Car Rental Company. The Renter shall receive a response to the complaint on paper or on another durable medium within the aforementioned period.
5. In order to facilitate the complaint process, please indicate the following information in your complaint:
  - 1) the number of the Agreement concluded with the Car Rental Company,
  - 2) the reason for the complaint and number of the document from which the disputed charge arises, as well as if possible, provide evidence of the legitimacy of your claims, such as confirmation of the transaction related to the purchase of fuel or additional service, photographs of the

disputed damage with the date on which the photographs were taken.

The provision of data or evidence indicated in points. 1)-2) above are only of a non-binding nature and their possible absence does not affect the effectiveness of the complaint submitted by the Renter.

6. The agreement is governed by Polish law.
7. Any disputes that may arise in connection with the Agreement shall be settled by the competent common court in accordance with the provisions of the Code of Civil Procedure.
8. The Renter, being a consumer within the meaning of Article 22(1) of the Act of 23 April 1964 of the Civil Code, has the possibility of using out-of-court ways of dealing with complaints and pursuing claims. In particular, the Renter may use mediation procedures provided by provincial inspectorates of the Commercial Inspection or permanent amicable consumer courts operating at provincial inspectorates of the Commercial Inspection or the procedure for out-of-court resolution of consumer disputes specified in the Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws of 2016, item 1823). The register of entities authorised to conduct proceedings on out-of-court resolution of consumer disputes (hereinafter "Authorised Entities"), maintained by the President of the Office of Competition and Consumer Protection, is available at [https://uokik.gov.pl/rejestr\\_podmiot\\_uprawnionych.php](https://uokik.gov.pl/rejestr_podmiot_uprawnionych.php).
9. The use of out-of-court ways of dealing with complaints and claims is voluntary and both parties must agree to the procedure. Detailed information on out-of-court ways of handling complaints and pursuing claims, as well as rules of access to these procedures, including the procedure for out-of-court resolution of consumer disputes referred to in the Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws of 2016.



item 1823), are available at the offices and on the websites of county (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, provincial inspectorates of the Trade Inspection, e.g. at: [spsk.wiih.org.pl](http://spsk.wiih.org.pl) and websites of entities entitled to do so. Detailed information on the operation and organisation of the Trade Inspection in the field of out-of-court resolution of consumer disputes is set out in the Regulation of the Prime Minister of 17 May 2017 on the Regulations on the organisation and operation of the Trade Inspection in the field of out-of-court resolution of consumer disputes.

10. The consumer has the possibility to submit a complaint online using the Online Dispute Resolution (ODR) system available at: <https://ec.europa.eu/consumers/odr/>, where details of this procedure can be obtained. The Car Rental Company's email address for contact in connection with ODR [customer@flextogo.com](mailto:customer@flextogo.com).
11. These General Terms and Conditions have been prepared in the Polish and English language versions. The Renter and the Car Rental Company unanimously declare that they are aware that the English language version has been drawn up for information purposes only and that the Polish language version is binding.
12. The appendixes to the GTC are:
  - 1) A list of the amounts of the Renter's deductible for damage to the vehicle, theft of the vehicle and the amounts of the deposit (security deposit);
  - 2) deductible waiver packages;
  - 3) Table of Charges.
13. These GTC shall apply as of 1 September 2024. The GTC as they have been in force to date shall apply to Agreements concluded prior to the entry into force of this version of the General Terms and Conditions.



## APPENDIX 1

Group	SIPP Code/Category	Deductible CDW/Excess CDW (incl. total damage),	Theft Deductible TP/Excess Theft Protection	Deposit
MINI	MDMR, MDAR,EDMR,EXMR,EDAR, EWMR	PLN 6000	PLN 8000	PLN 3000
COMPACT	CDMR,CXMR,CWMR,CWAR	PLN 8000	PLN 10000	PLN 4500
	CLMR,CLAR	PLN 8000	PLN 10000	PLN 4500
MIDSIZE	IDAR,IDMR,IXMR	PLN 8000	PLN 11000	PLN 4500
	SDMR,SDAR,SWMR,SWAR	PLN 8500	PLN 11500	PLN 5000
PREMIUM	FDAR,PDAR,PFAR, XFAR	PLN 11000	PLN 13000	PLN 7000
VANS	IVMR,IVAR, FVMR,FVAR	PLN 11000	PLN 13000	PLN 7000
	SVMR,PVMR,PVAR	PLN 11000	PLN 13000	PLN 7000
SUV	CFAR	PLN 11000	PLN 13000	PLN 7000
	FFAR,FFMR,FXAR,CGAR,CGMR	PLN 8500	PLN 11500	PLN 5000
VANS	LCV	PLN 11000	PLN 13000	PLN 7000

## Appendix 2 – Deductible waiver packages

Customer liability protection packages	Protection from damage to the body (bodywork) and chassis, CDW.	Protection from damage to windscreen, side mirrors, tyres, CDW	Protection from theft, TP	Basic roadside assistance	Limit kilometres	Additional driver**	Prepayment fuel**	Deposit*
Waiver of participation Full Protection	Customer's liability PLN 0	Customer's liability PLN 0	Customer's liability PLN 0	Assistance in breakdown situations that prevent the car from continuing to move.	No limit	No	No	600 PLN
Waiver of Full Protection Plus (Full Package) + Fuel surcharge)	Customer's liability PLN 0	Customer's liability PLN 0	Customer's liability PLN 0	Assistance in breakdown situations that prevent the car from continuing to move.	No limit	No	Possibility of returning the car with an empty tank	0 PLN
* Deposit amount dependent on vehicle class. If Full Protection package is purchased, £600 deposit in the event of a fuel shortage.								
Note: and subject to the exclusions provided for in the General Terms and Conditions.								

### Appendix 3 - Table of Charges

Product/Service	Price PLN	One-off for the entire rental/per day for each day	On sale at all times/ To be ordered before reception*
Waiver of the Full Protection Deductible	Depending on the class of vehicle. Offer available at the car rental office	daily	standard
Prepaid fuel - tank of fuel paid for on handover. We do not reimburse for unused fuel	Average market price per litre of fuel on the day of rental+ operating charge up to PLN 100	one-off	standard
Delivery to the hotel	PLN 225	one-off	to be ordered
Child seat (under 9 kg)	PLN 45	daily	standard
Child seat (weight 9-36 kg)	PLN 45	daily	standard
Snow chains	PLN 150.50	daily	to be ordered
Young driver for drivers under 25 years of age (from 20 up to 24 years old)	PLN 50	daily	standard
Senior - for drivers over 70 years of age	PLN 50	daily	standard
Hotel pick-up	PLN 225	one-off	to be ordered
Snow bands	PLN 107.50	one-off	to be ordered
Ozone spraying of the vehicle	PLN 150	one-off	to be ordered
Unblocking a deposit - unblocking a deposit early (up to 72h) after returning the car	PLN 50	one-off	standard
Reduction of the deposit block - Reduction of the deposit block on the customer's credit card. The deductible for damage or theft remains unchanged depending on the class of car.	PLN 200	one-off	standard
Fee for additional driver	PLN 35	daily	standard
Out-of-hours handover/return fee. During hours from 23:59 to 07:00. Also valid in the event of late arrival	PLN 150	one-off	standard
Tyres suitable for winter conditions from 21 March to 31 October	PLN 21.50	daily	standard
Priority in the queue	PLN 43	one-off	to be ordered
A pad for big kids	PLN 36	daily	standard
Ferry	PLN 350	one-off	standard
Senior - for drivers over 70 years of age	PLN 50	daily	standard
Child seat (over 36 kg)	PLN 45	daily	standard
Navigation system (GPS)	PLN 50	daily	standard
Wi-Fi	PLN 50	daily	to order
Zone III travel abroad (non-Schengen countries)	to be determined	one-off	standard
Rides abroad Zone II (Lithuania, Austria, Hungary, Italy, Croatia, Slovenia, Switzerland, Liechtenstein, France, Spain, Portugal, Andorra, Monaco, Luxembourg, Belgium, Netherlands, Denmark, Norway, Sweden, Finland, United Kingdom, Ireland, Latvia, Estonia)	PLN 700	one-off	standard
Rides abroad Zone I (Germany, Slovakia, Czech Republic)	PLN 400	one-off	standard
Return of a car dirty outside. The rental company will not charge the customer for a very dirty vehicle outside. Note! Not applicable to devastation of a vehicle.	PLN 100	one-off	standard
Return to another airport or city	from PLN 300 to 600	one-off	standard
Return in another country I -Hungary- Budapest, Austria- Vienna, Czech Republic- Prague, Germany- Berlin, Dresden, Leipzig. Only at airports	PLN 2500	one-off	to be ordered
Return in another country II-Germany-Munich, Frankfurt, Cologne, Dortmund, Dusseldorf, Hannover, Hamburg, Italy - Venice, Milan. Only at airports	PLN 6000	one-off	to be ordered
Return in another country not listed - to be arranged individually with the rental company. Only at airports	to be determined	one-off	to be ordered
*To order a product/service or to find out more about the details of an offer, please contact Customer Service by calling +48 22 118 90 04 or emailing rent@flextogo.com			

