

DETAILED TERMS AND CONDITIONS OF LEASE

INTRODUCTION

1. Detailed Lease Terms and Conditions (hereinafter referred to as 'DRTC') have been drawn up by GO Lease Cars Sp. z o.o., entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division, KRS: 0000446245, NIP: 6751486532, REGON: 122761240 Share capital: 5,000.00 (five thousand zlotys 00/100) zlotys (hereinafter referred to as the 'Lessor') specify the terms and conditions of car lease and form an integral part of the lease agreement (hereinafter referred to as the 'Agreement').
2. In the event of any conflict between the lease agreement and the DRTC, the provisions of the Agreement shall prevail.

DEFINITIONS

- a. **Lessor** – GO Lease Cars Sp. z o.o. with its registered office in Chorzów, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division, KRS: 0000446245, NIP: 6751486532, REGON: 122761240 Share capital: PLN 5,000.00 (five thousand zlotys 00/100), hereinafter also referred to as 'GO RC';
- b. **Lessee** - a natural person, a natural person conducting business activity, a legal person and an organisational unit which has been granted legal capacity by virtue of law;
- c. **User** - the Lessee or a person authorised by the Lessor at the Lessee's request as a person authorised to drive the vehicle or a person entrusted by the Lessee with driving the car;
- d. **Vehicle/ Car** – a car intended for lease, meeting the requirements for admission to road traffic in the Republic of Poland;
- e. **Price list** – price list for leasing specific groups of cars in specific time periods. The price list may be drawn up as a separate document;
- f. **Locations** – places where the Lessor has its own branches or other places for handing over/collecting the car, as mutually agreed by the parties to the lease agreement;
- g. **Insurance** – vehicle insurance covering vehicle owners against civil liability (OC) and comprehensive motor insurance (AC);
- h. **Collection/return protocol** – a document on the basis of which the Lessee collects the car from the Lessor or returns the car to the Lessor after the period of its use;
- i. **Fee schedule** – a list of fees containing the administrative fees applicable to the events specified in point 79 of the DRTC.

LESSEE, DRIVING LICENCE, RESERVATION, LEASE AND RETURN OF THE VEHICLE

1. The following may become a car lessee:
 - **a natural person** who meets all of the following conditions:
 - a) presents the Lessor with a valid identity document such as an identity card or passport,
 - b) a driving licence issued in a European Union member state confirming that they have held the appropriate category of driving licence for at least one year prior to the start of the lease period,
 - c) a credit card or debit card, which shall not be a prepaid card (e.g. Revolut, etc.), valid for more than 6 months after the end of the lease period,
 - d) is entered in the Central Register and Information on Economic Activity as an active entrepreneur – if concluding the agreement as an entrepreneur,

- **a legal person or organisational unit** whose representative concluding the Agreement presents information corresponding to the current extract from the Register of Entrepreneurs of the National Court Register and presents to the Lessor with:
 - a) a valid identity document such as an identity card or passport,
 - b) a driving licence issued in a European Union member state, confirming that the driver has held a licence of the appropriate category for at least one year prior to the date of commencement of the hire, and proof of authorisation to conclude the Agreement (e.g. power of attorney).
- 3. The Lessee, being a consumer, agrees to the Lessor obtaining information regarding the Lessee's creditworthiness from credit reference agencies operating under the Act of 9 April 2010 on access to economic information and exchange of economic data. The Lessor has the right to refuse to conclude the agreement if the credit reference agency provides negative information regarding the Lessee's creditworthiness, or has the right to immediately terminate the agreement if such information is obtained after the conclusion of the agreement.
- 4. If it is found that the Lessee or User does not meet the requirements specified in points 1 and 2 above, the Lessor has the right to refuse to conclude the agreement or to terminate it immediately.
- 4. The Lessee shall make a vehicle reservation using the form available on the website www.gorentalcars.pl, by telephone or in person at the Lessor's registered office or branch, in accordance with the price list valid on the given day, available on the Lessor's website.
- 5. The conclusion of the agreement is conditional upon:
 - c) positive verification of the Lessee in accordance with points 1 and 2,
 - d) acceptance by the Lessee of the Lessor's GRTC,
 - e) providing credit card details that meet the conditions referred to in point 1,
 - f) making payment for the entire period of vehicle lease.
- 6. The agreement is concluded upon its signing by the Lessor (or their representative) and the Lessee
 - a) in paper form
 - b) using the Lessor's electronic device (tablet). In this case, the signature is placed on the device (tablet) in the designated place. The vehicle handover report and other documents related to the lease may be drawn up in the same way. All the above-mentioned documents will be made available to the Lessee by sending them to the e-mail address provided when concluding the agreement.
- 7. Upon conclusion of the agreement, a pre-authorisation (security deposit) is made on the Lessee's payment card in order to secure the amounts due under the agreement and the GRTC. The Lessor shall be entitled to charge the Lessee with any amounts due and unpaid by the Lessee under the agreement and these GRTC. The release of the deposit shall not constitute a waiver by the Lessor of any claims against the Lessee.
- 8. The Lessor agrees to lease, and the Lessee agrees to accept the vehicle under the terms of the lease agreement, the GRTC and other agreed provisions. The lease period begins on the date and at the time specified in the agreement, as agreed with the Lessee, and at the location specified in the lease agreement.
- 9. The Lessee receives a vehicle that is in good working order and in a condition that allows for its proper and full operation. Upon delivery of the vehicle, the Lessee is obliged to familiarise themselves with its condition as described in the Vehicle Delivery Report attached to the Lease agreement. In the Report, the Lessee declares that they have familiarised themselves with the technical condition of the vehicle and have no comments to make.
- 10. The Lessee is obliged to report any reservations regarding the technical condition of the vehicle, damage, cleanliness and fuel level in the tank to the Vehicle Handover Protocol at the time of vehicle delivery. Failure to report any reservations will result in the loss of the possibility to invoke the above-mentioned circumstances at a later date and the loss of any claims in this respect. If it is not possible to deliver a vehicle in accordance with the confirmed reservation, the Lessor may lease a car of the same or higher class at the price specified in the reservation, which shall not constitute a breach of contract or improper performance of the contract by the Lessor.

11. The Lessee is obliged to collect the vehicle on the date and at the time specified in the agreement or reservation. The Lessee is obliged to notify the Lessor of any delays in collecting the car. Failure to provide information about the delay and failure to contact the Lessor after the agreed date of collection of the car may be considered by the Lessor as cancellation of the reservation.
12. The Lessee is obliged to return the car to the Lessor with a complete set of keys, registration certificate and insurance policy, as well as other equipment provided, on the date, at the time and in the place specified in the lease agreement.
13. A delay in returning the vehicle exceeding one hour (60 minutes) will result in a charge for an additional day's lease.
14. In the event of a delay in returning the car without the Lessor's consent, the Lessor is authorised to collect the vehicle from any location and charge the Lessee with all costs of collecting the vehicle.
15. Extension of the lease period requires the Lessor's consent in writing or other documentary form (e-mail, text message). The intention to extend the lease period should be notified at least 12 hours before the vehicle return date specified in the contract and requires payment for the additional lease period.
16. The vehicle may only be returned to a representative of the Lessor or a person authorised by the Lessor. The return is confirmed by a Vehicle Return Protocol signed by a representative of the Lessor and the Lessee. If the Lessee refuses to participate in the collection or signing of the Vehicle Return Protocol or is absent at the agreed place and time of return, the Lessor may collect the vehicle unilaterally.
17. The vehicle may be returned to the Lessor after the end of the lease period without drawing up a Return Report. However, the Lessor is obliged to draw up a Return Report at the request of the Lessee or user, submitted at least 12 hours before the agreed date of return of the vehicle to the Lessor.
18. Failure to extend the vehicle lease and return it within 12 hours of the end of the lease agreement is treated by the Lessor as misappropriation of the vehicle and may result in notification of the police.
19. The administrative fee for initiating the vehicle misappropriation reporting procedure is specified in point 78(j) of the GRTC.
20. The Lessee is obliged to return the vehicle to the Lessor with the same amount of fuel as received upon collection. Any fuel shortages existing at the time of returning the vehicle to the Lessor shall be replenished at the Lessee's expense. In addition, in such a case, the Lessee shall be obliged to pay the Lessor an amount in accordance with the table of fees included in the further part of the GRTC.
21. If the Lessee, without obtaining the Lessor's prior consent, returns the car to a location other than that specified in the agreement, the Lessor shall have the right to charge the Lessee an amount equivalent to three times the daily rate for the leased vehicle.
22. In the event of circumstances requiring car repairs, visits to a service centre or in the event of traffic damage, the Lessee is obliged to immediately contact the Lessor and follow the instructions provided by the Lessor.

SERVICE, INSPECTIONS, REPAIRS, USE

24. The Lessee and the User undertake to use the leased property in accordance with its intended purpose, with due diligence and in accordance with the rules described in the GRTC and in the Lease agreement and relevant instructions, in particular by:
 - a. protecting the vehicle against theft, inter alia by not leaving the car unlocked, activating security systems and parking at night, if possible, in a guarded car park,
 - b. not leaving vehicle documents (in particular the registration certificate) and keys in the car after leaving it,
 - c. keeping the vehicle clean,
 - d. using the vehicle in accordance with the recommendations and comments provided by the Lessor,

- e. performing technical inspections of the car and servicing it at a station indicated by the Lessor.
25. The Lessee and User may not:
- a. exceed the passenger limit specified for a given type of vehicle,
 - b. tow other vehicles using the leased vehicle,
 - c. allow anyone other than the person specified in the agreement to use the vehicle,
 - d. allow a person who does not have the appropriate licence in accordance with generally applicable laws to drive the vehicle,
 - e. make any changes or modifications to the vehicle without the prior written consent of the Lessor,
 - f. consume alcohol in the leased car,
 - g. allow third parties to use the vehicle in any legal form (contractual) or factual form (possession/lease) other than those specified in these GRTC and the lease agreement,
 - h. use the vehicle in races, rallies, competitions, car tests,
 - i. drive the vehicle while under the influence of alcohol, hallucinogenic drugs, psychotropic drugs, narcotics or other substances that in any way impair or weaken the User's consciousness and ability to react,
 - j. use the car in violation of the law,
 - k. transport any animals,
 - l. transport explosive, corrosive materials or materials with a strong, intense odour,
 - m. smoke tobacco and tobacco products, e.g. cigarettes, e-cigarettes, etc., in the car,
 - n. use the vehicle for commercial purposes, in particular for the paid transport of persons,
26. The lessee is obliged to bear the costs of the vehicle's ongoing operation, in particular such as:
- a. refuelling the hired vehicle with the correct fuel in accordance with the information on the vehicle's fuel cap,
 - b. topping up the windscreen washer fluid,
 - c. paying for car parks, motorways, etc.,
 - d. checking the condition of the tyres (in particular the pressure), topping up the pressure in the tyres and repairing/retreading the tyres if necessary, as well as purchasing new tyres if repair proves impossible. If it is not possible to purchase a single tyre, the Lessee is obliged to purchase two tyres for the same axle. The obligation to purchase new tyres arises only if the Lessee is responsible for the damage to the tyre,
 - e. keeping the vehicle clean inside and outside,
 - f. covering the costs of penalties imposed on the Lessor, in particular fines for traffic violations, if these penalties were imposed on the Lessor in connection with the use of the vehicle by the Lessee,
 - g. topping up engine oil, coolant, AdBlue, brake fluid.
27. The Lessee shall cover in full all fines, penalties, parking fees, motorway tolls and other charges for the use of road infrastructure, as well as private and public law liabilities arising from the use of the car. Furthermore, in the event of an obligation to pay the above-mentioned amounts, the Lessee authorises the Lessor to provide the relevant authorities with their personal data together with a copy of the lease agreement. All fees resulting in particular from inquiries from public administration authorities and all activities related to the above-mentioned charges shall be covered by the Lessee. The provision of information at the request of the authorities is subject to an administrative fee according to the price list – accounting note. The Lessee hereby agrees to the collection of payments without physical participation from their payment card for the above-mentioned amounts due, as well as to the collection of fees for accounting notes issued for the handling of the above-mentioned amounts due.
28. Failure to comply with the provisions of the GRTC, the lease agreement, instructions and other agreed terms and conditions shall render the Tenant liable for any resulting damage.

29. If, during the term of the agreement, it becomes necessary to perform a periodic inspection, warranty service or other service activity, the Lessee shall be obliged to make the vehicle available to the Lessor for the duration of the aforementioned activities.
30. All servicing activities must be authorised by the Lessor, and repairs may only be carried out at service centres indicated or approved by the Lessor. In the event of servicing being carried out without the Lessor's authorisation or at a location not indicated/approved by the Lessor, the Lessor may refuse to reimburse the costs incurred by the Lessee or request reimbursement of the costs from the Lessee if the Lessor has been charged for these activities. The Lessee is obliged to monitor the vehicle's mileage in order to perform warranty inspections on time and to ensure that technical inspections are carried out on time.
31. The Lessor is obliged to provide a replacement car in the event of a breakdown, repair or traffic accident resulting from causes not attributable to the Lessee and causing the car to be immobilised for a period longer than 24 hours. The replacement vehicle should be delivered within 48 hours of notification of the event causing the vehicle to be immobilised. When calculating the period referred to in the preceding sentence, public holidays, Saturdays and the hours between 8 p.m. and 7 a.m. on working days shall not be taken into account.
32. The Lessor shall be exempt from the obligation referred to in point 31 of the GRTC above if:
 - a. the Lessee is in arrears with the payment of lease for any vehicle leased from the Lessor,
 - b. the immobilisation of the vehicle resulted from the loss of keys or documents relating to the vehicle (in particular the registration certificate and proof of insurance),
 - c. the immobilisation of the vehicle occurred outside the territory of Poland and the Lessee did not purchase consent to travel abroad/additional insurance.
33. Subject to generally applicable regulations and the provisions of the GRTC and the lease agreement, the Lessor shall not be liable for any damage incurred by the Lessee resulting from any inability to use the car, vehicle breakdown, vehicle damage, accident or unlawful act.
34. If any indicator light comes on during operation of the vehicle or a message appears indicating that servicing is required, and if the User notices the need for any repair work, they are obliged to contact the Lessor immediately in order to determine further action.
35. During the lease period, the Lessor has the right to inspect the technical condition and manner of use of the vehicle in order to verify that the Lessee is complying with the terms of the agreement.
36. The Lessor is authorised to place its identification markings on the vehicles being leased.
37. It is prohibited to remove or cover any markings on the car, including the Lessor's company markings, unless the Lessor gives its consent in writing or to the e-mail address provided by the Lessee.
38. The vehicle handed over by the Lessor is technically sound, without any faults or damage. If the Lessee has any reservations regarding the condition of the vehicle, they should enter them in the vehicle handover report, otherwise it will be assumed that the faults or damage occurred during the period of use of the vehicle by the Lessee. The absence of any notes made in the report by the Lessee or User shall mean that the vehicle has been accepted without reservations. The provisions of this section do not apply to faults or damage that can only be detected by inspection using special equipment, requiring expertise in the field of automotive mechanics or requiring the dismantling of vehicle parts.
39. Any breach by the Lessee of the terms and conditions of use of the car entitles the Lessor to terminate the agreement with immediate effect, collect the vehicle, charge the Lessee with the costs of transporting the vehicle to the place of return specified in the agreement, and recover all costs incurred by the Lessor in

connection with the collection of the vehicle, such as fuel costs, travel, drivers, parking, fees, etc. Each time, this cost will be determined individually based on the actual costs incurred by the Lessor.

40. Crossing the border of the Republic of Poland in a car leased by the Lessee requires prior notification of the Lessor, obtaining the Lessor's written consent and purchasing additional insurance. The cost of the aforementioned insurance shall be borne by the Lessee.
41. If the Lessee crosses the border of the Republic of Poland with the leased vehicle without the Lessor's consent, the Lessee shall be obliged to pay the amount specified in the fee schedule indicated in point 78(c) of the GRTC and to cover any damages resulting from the use of the vehicle outside the Republic of Poland. The intention to cross the border must be notified in writing or by e-mail at least 24 hours before the planned crossing of the border.
42. Leased vehicles may be equipped with GPS transmitters and receivers that monitor the vehicle's location. Data from the GPS module may be provided to the Lessee in the form of access to an IT system for an additional fee.
43. The Lessee shall be liable for any damage, downtime and, as a consequence thereof, parking fees caused by the User or a person to whom the User has entrusted the vehicle without the Lessor's consent, related to the use of the vehicle in a manner contrary to its intended purpose or the provisions of the lease agreement or the GRTC (in particular damage caused to third parties).

ACCIDENTS, DAMAGE, THEFT

44. In the event of loss, theft (including theft of parts), damage to the vehicle, or involvement of the vehicle in an accident or collision, the Lessee or the person driving the vehicle is obliged to:
 - a. immediately report the incident to the appropriate (i.e. nearest to the place of the incident) police unit,
 - b. obtain a document confirming the reporting of the incident (e.g. confirmation of receipt of a report of a suspected crime) and deliver the above-mentioned document to the Lessor immediately – at the latest within 24 hours from the moment of obtaining the document,
 - c. secure the vehicle,
 - d. make every effort to minimise the extent of the damage and prevent it from increasing,
 - e. immediately notify the Lessor of the incident,
 - f. follow the instructions provided by the Lessor,
 - g. draw up an Incident Report using the template provided by the Lessor,
 - h. take all measures to identify the perpetrators and participants of the incident,
 - i. provide all information related to the incident requested by the Lessor or the Insurance Company.
45. In the event of a breach by the Lessee or the person driving the vehicle of the obligations listed in point 44 of the GRTC, the Lessee may be obliged to repair the damage caused by paying compensation.
46. In the event of a breach by the Lessee or the driver of the vehicle of the obligations listed in point 45, resulting in the refusal of compensation by the Insurance Company in which:
 - a. the perpetrator of the damage was covered by civil liability insurance,
 - b. The lessor was covered by protection under the comprehensive insurance policy,The Lessee shall be obliged to repair any damage caused by paying compensation.
47. The Lessee shall be liable in particular for damage to the vehicle resulting from improper use of the vehicle contrary to the manufacturer's recommendations and contrary to the operating instructions (e.g. insufficient oil in the engine or gearbox, lack of brake fluid, Adblue fluid, coolant, incorrect tyre pressure, exceeding the permissible load capacity) or in violation of applicable laws.

48. Upon termination of the lease, the Lessee shall return the vehicle in an undamaged condition, but shall not be liable for wear and tear resulting from normal use. If the damage to the vehicle exceeds the consequences of normal use, the Lessee may be obliged to repair the damage by paying compensation.
49. The amount of compensation shall be determined on a case-by-case basis based on the vehicle repair estimate prepared in accordance with the manufacturer's repair technology and based on current labour rates and prices of original parts.
50. The Lessee or the person driving the vehicle are not authorised to make any declarations of intent on behalf of the Lessor to third parties, in particular with regard to the recognition of any claims. Such declarations are not binding on the Lessor. Under no circumstances may the Lessee accept any claims from third parties.
51. The Lessee shall be obliged to provide all explanations and assistance to the Lessor and/or its insurance companies in all claims or court cases in connection with an accident or damage.
52. The Lessee is obliged to cooperate with the insurance company and the Lessor to the extent necessary to settle the claim, in particular to provide a written description of the incident, copies of documents required by the insurance company, such as a statement of sobriety at the time of the incident or a statement by the perpetrator. In the event of vehicle theft, the Lessee is obliged to immediately return the vehicle keys and documents to the Lessor.
53. The Lessee shall be liable for any damage resulting from the loss of the vehicle or failure to perform the obligations under the GRTC, unless they can prove that the Lessee/User is not at fault.
54. The Lessee shall be fully liable for any damage caused by vehicle users during the lease period, in the absence of additional insurance specified in points 84-87 of the GRTC as part of the Packages offered by the Lessor, in particular if such damage is the result of improper use of the vehicle, contrary to the purpose or provisions of the lease agreement, these GRTC and other arrangements between the Parties. The above applies in particular to damage caused to third parties.
55. The Lessee shall be liable for any damage, loss or reduction in the value of the vehicle caused during the lease period, unless such damage is covered by the insurer. The liability referred to in this paragraph covers, in particular, situations where the liquidation proceedings show that the Lessee or user caused damage in any of the following cases:
 - a. intentionally or as a result of gross negligence,
 - b. while intoxicated, after consuming alcohol or narcotic or psychotropic substances,
 - c. under the influence of drugs or other intoxicating substances,
 - d. without a licence to drive a vehicle of that type,
 - e. leaving the scene of an accident without a legally justified reason,
 - f. making a false statement as to the place, time, circumstances or causes of the damage,
 - g. damage to the vehicle in the event of exceeding the speed limit or committing another gross violation of traffic regulations,
 - h. damage occurring when the person driving the vehicle was not authorised by the Lessor to drive the vehicle,
 - i. theft of a vehicle in which not all anti-theft devices installed in it were activated,
 - j. theft of the vehicle if the Lessee is unable to provide the vehicle keys or vehicle registration certificate,
 - k. other special cases resulting from the general terms and conditions of insurance contracts or insurance policies,
 - l. the Lessee/User is the perpetrator of other special cases resulting from the general terms and conditions of insurance and policies,
 - m. the Lessee/User does not have a valid driving licence or has lost their driving licence during the term of the agreement, e.g. due to its being revoked by the police.

56. In the cases described above, i.e. in point 55 of the GRTC, damages shall be covered in whole or in part by the Lessee. The Lessee and persons using the vehicles with his permission/instruction are obliged to familiarise themselves with the provisions of the policies, the general terms and conditions of vehicle insurance contracts and changes to the general terms and conditions of vehicle insurance contracts, and to comply with the provisions contained therein. The Lessor shall provide the Lessee with copies of the insurance documents at the time of delivery of the vehicle. The provisions of the General Terms and Conditions of Insurance of the insurance agreements are available on the insurers' websites, while the comprehensive insurance policies are provided together with proof of civil liability insurance or are available at the Lessor's registered office. If the Lessee is a consumer, the Lessor undertakes to provide, at the latest at the time of signing the lease agreement by the Lessee, copies of the general terms and conditions of insurance and policies covering the vehicle being leased.
57. The Lessee is obliged to:
- a. immediately notify the Lessor, and in justified cases also the Police, of any damage and possible claims by other persons resulting from the use of the car;
 - b. secure the car by taking it to a guarded car park at your own expense if you do not use Assistance, as well as to inform the Lessor of the location of the vehicle;
 - c. accurately complete the necessary documentation for submission to the Insurance Company (accident report, photocopy of driving licence and valid proof of identity);
 - d. make every effort to obtain a written statement from the participant in the collision/ accident and any witnesses to the incident, and to notify the police in order to draw up an appropriate report if the damage was caused by a collision/road accident due to the fault of third parties or other reasons not attributable to the Lessee, but involving third parties

TERMINATION OF THE LEASE AGREEMENT

58. Each Party may terminate the agreement in its entirety with immediate effect in the event of non-performance or improper performance by the other Party, provided that the other Party has been requested in writing to perform its obligations properly and has been given a reasonable additional period of time for this purpose, subject to the other provisions agreed by the Parties. additional period of time for this purpose, subject to the other provisions agreed by the Parties.
59. The Lessor shall have the right to terminate the vehicle lease agreement with immediate effect if the Lessee:
- a. violates significant provisions contained in the lease agreement, GRTC and insurance terms and conditions,
 - b. uses the vehicle in a manner contrary to the lease agreement, GTC or the intended use of the vehicle,
 - c. neglects the vehicle to such an extent that it is exposed to damage or loss,
 - d. makes it available to unauthorised persons,
 - e. has travelled abroad without the consent and knowledge of the Lessor,
 - f. two payment periods late with the leas fee and has not made the payment despite receiving a payment reminder,
 - g. has not replenished the security deposit within the time limit specified in point 66 of the GRTC.
60. If the agreement is terminated as a result of a statement made by the Lessor in connection with the Lessee's delay in payment of amounts due under the agreement, the Lessor, after the Lessee has settled all arrears, may, within 14 days of the date of receipt by the Lessee of the statement regarding the termination of the agreement, propose to the Lessee the conclusion of a lease agreement on the existing terms, without additional costs. The Lessee's failure to respond within 2 days of receiving the Lessor's proposal shall be deemed acceptance of the conclusion of the lease agreement on the above terms. In the case of a Lessee who is a consumer, failure to respond within the above period shall be deemed a refusal to conclude the lease agreement on the above terms.

61. Termination of the agreement does not release the Lessee from the obligation to pay outstanding payments together with interest due. In the event of termination of the agreement, the Lessee is obliged to immediately return the used vehicle to the Lessor. If the Lessee fails to return the vehicle, the Lessor shall be entitled to collect it from the Lessee and to charge the Lessee with the related costs in accordance with the provisions of section 39 of the GRTC.
62. The Lessee acknowledges that the seizure of the vehicle or its immobilisation in this manner does not constitute a violation of its possession within the meaning of the Civil Code.
64. At the latest on the day of handing over the vehicle, the Lessee shall pay a deposit to the Lessor. In the event of termination of the agreement due to failure to pay on time or the emergence of any liability under this agreement, the GRTC or the Price List during the term of the agreement, the Lessor may settle the amounts due to it from the Lessee with the deposit paid by the Lessee, within a period at the Lessor's discretion. The remaining part of the deposit may be credited towards other amounts due under this agreement, in particular amounts due for income lost by the Lessor as a result of early termination of the lease and unplanned downtime of the leased vehicle.
65. Upon termination of this agreement and payment of all amounts due to the Lessor, the deposit shall be refunded to the Lessee within 7 days of the date of return of the vehicle.
66. If the Lessor needs to use the deposit, the Lessee shall be obliged to replenish the missing amount within 3 days of being requested to do so, under pain of immediate termination of the Lease Agreement.
67. In the event of termination of the agreement in accordance with clause 59 of the GRTC and failure to return the car within the time limit specified in clause 14 of the General Terms and Conditions, the Lessor or a person/entity authorised by the Lessor may immobilise or open the vehicle and tow it or drive it to the Lessor's registered office, regardless of the location of the car. For reasons justified by the content of the lease agreement, the rights and authorisations granted by the Lessee to the Lessor and/or the authorised person/entity to perform the actions specified in the previous sentence are irrevocable. Termination of the agreement (regardless of the manner) does not result in the loss of the rights granted by the Lessee, as specified in the preceding sentences.
68. In the event of a delay in payment, the Lessee shall be charged by the Lessor with the costs of debt collection incurred in order to enforce the obligation, regardless of other rights provided for in this agreement.
69. In the event of termination of the Lease agreement by the Lessor with immediate effect, the Lessee shall be obliged to immediately indicate the location of the Vehicles being leased and return them to the nearest branch of the Lessor within 12 hours. If the vehicle is returned to a location other than that agreed at the start of the lease, the Lessor shall have the right to charge the Lessee for the cost of transporting the vehicle to the location agreed between the parties.
70. A request for payment may be made in writing, in the form of correspondence sent to the Lessee's address or by electronic correspondence sent to the e-mail address provided by the Lessee.
71. Termination of the Lease Agreement may be effected in writing, in the form of correspondence sent to the Lessee's address or by electronic correspondence sent to the e-mail address indicated by the Lessee, or without written form in the situation described in point 59 of the GRTC.
72. The Lessee shall immediately notify the Lessor of any third-party claims against the leased vehicle. In the event of such claims, the Lessee shall immediately inform those persons or authorities conducting the relevant proceedings that the Lessor is the

owner of the vehicle. Failure to comply with this condition shall result in a contractual penalty of 1/30 of the monthly lease rate for the vehicle covered by the agreement for each day, counting from the date on which the third party made the claims to the Lessee.

FEE SCHEDULE / PRICE LIST

73. The lease fee is always charged in advance, in accordance with the rates applicable on the date of conclusion of the agreement, unless the parties agree otherwise.
74. The Lessee shall bear all costs related to international transfers of receivables.
75. The Lessor shall charge the Lessee an additional amount, determined according to current market prices, to cover any deficiencies in the vehicle and its equipment compared to the condition at the time of conclusion of the agreement.
76. The Lessee authorises the Lessor to issue VAT invoices without signature.
77. Lease fees are payable on a daily or monthly basis, unless otherwise specified in the lease agreement.
78. The Lessee shall be obliged to pay the following administrative fees for:

a. loss/destruction of the registration certificate, number plate, registration sticker on the windscreen	PLN 1,000.00 / Gross
b. loss/destruction of the key with remote control and/or remote control for central locking	PLN 1,500.00 / Gross
c. unauthorised departure of the vehicle outside the borders of the Republic of Poland	PLN 1,000.00 / Gross
d. smoking tobacco or tobacco products in the car	PLN 1,000.00 / Gross
e. no original/replacement hubcap	PLN 150.00 / Gross per item
f. upholstery cleaning depending on the degree of soiling	PLN 500.00 - 1,000.00 / Gross
g. loss of warranty due to the Lessee's fault	PLN 5,000.00 / Gross
h. lack of technical documents (service log, warranty book, user manual)	PLN 500.00 / Gross
i. missing/damaged car parts, equipment, and other vehicle components	Fee according to the manufacturer's price list + 20% of the event service costs
j. administrative fee for initiating the car appropriation procedure	PLN 15,000.00 / Gross
k. delay in returning the vehicle	3x daily lease rate for each day started / Gross
l. fee for each claim settled under the Auto-Casco policy	500.00 - 3,000.00 PLN / Gross
m. exemption from the administrative fee for each claim settled under the comprehensive insurance policy	20.00 PLN per day or from 150.00 PLN / Gross per month Specific rates are set out in the Lease agreement.

n. providing written information, at the request of law enforcement and/or administrative authorities, about the user of the vehicle with whom an offense and/or crime was committed	PLN 149.00 / Gross
o. replenishment of missing fuel	PLN 12.00 / Gross / each missing litre
p. making the vehicle available to a person who is not authorized to drive it or who has not been reported to the Lessor as the driver of the vehicle	
q. transport of the car to the Lessee's nearest branch in cases of termination of the agreement due to the Lessor's fault	PLN 1,000.00 / Gross
r. transportation of animals	PLN 10.00 / km / Gross

The Lessee is obliged to pay the administrative fee within 7 days from the date of receipt of a written request for payment from the Lessor, sent to the e-mail address specified in the agreement.

79. The fees specified above in point 78 of the GRTC are payable in full for each individual breach of the agreement.

80. Termination of the Lease Agreement, regardless of its form, does not affect the obligation to pay the fees.

81. If the damage suffered by the Lessor exceeds the amount of the fee, the Lessor shall be entitled to claim compensation in excess of the amount of the fee on general terms.

82. The Lessor shall be entitled to collect a deposit from the Lessee to secure the receivables under the Lease Agreement. Only the Lessor may make deductions from the deposit amount. In the event of a deduction from the deposit, the Lessee shall be obliged to replenish the deposit within 3 days of receiving the request.

83. If a fee is charged for initiating the car repossession procedure, the Lessor shall not charge a fee for delay in returning the vehicle..

INSURANCE

84. The Lessee may, for a fee specified in Appendix 1 to the GRTC, purchase an insurance package offered by the Lessor, reducing its liability for damage to the vehicle.

85. The lessor offers the following insurance packages:

1. SILVER PACKAGE	vehicle damage, vehicle theft; waiver of deductible up to PLN 10,000.00	40% of the lease price
2. GOLD PACKAGE	vehicle damage, vehicle theft, damage to windows, mirrors, tires, and rims; waiver of deductible up to PLN 0.00	70% of the lease price
3. PLATINUM PACKAGE	vehicle damage, vehicle theft, damage to windows, mirrors, tires, and rims, full assistance; waiver of deductible up to PLN 0.00	100% of the lease price

86. The Package may be purchased at the latest upon conclusion of the lease agreement and only for the entire term of the agreement. It is not possible to change the Package during the lease period.

87. A Lessee who has insurance coverage under the purchased Package shall be liable for the full amount of damage if the damage was caused by his/her intentional act or omission or gross negligence, in particular in the cases specified in point 55 of the GRTC.

FINAL PROVISIONS

88. Whenever GRTC refers to the Lessee, the provisions also apply to the User.
89. The Lessee declares that they consent to the processing of personal data contained in the agreement for the purposes necessary to carry out the lease process (in accordance with the Act of August 29, 1997 on the protection of personal data).
90. *I consent to the processing of my personal data, including my first name, last name, address, telephone number, and email address, by GO Lease Cars Sp. z o.o. with its registered office in Chorzów (41-500), ul. B. Chrobrego 13, for marketing purposes. If the Lessee and/or another person indicated by them fails to fulfil their obligations under the Agreement, the Lessor shall be entitled to immediately withdraw from the Lease agreement. In the event of the Lessee's failure to make payment, if the conditions specified in the Act of April 9, 2010, on the disclosure of economic information and exchange of economic data (Journal of Laws No. 81, item 530) are met, his/her personal data will be sent to the National Debt Register.*
91. Any provisions of the GRTC or lease agreements that violate consumer rights shall not apply to lessees who are consumers.
91. In matters not covered by the GRTC and the lease agreement, the provisions of the Civil Code shall apply.
92. Any disputes arising in connection with this agreement shall be settled by the court having jurisdiction over the Lessor's registered office. The above provision does not apply to consumers.
93. These GRTC are an integral part of the Lease Agreement.
94. Complaints should be sent to the Lessor's address: *GO Lease Cars Sp. z o.o. with registered office in Chorzów (41-500), ul. B. Chrobrego 13*
95. Complaints shall be considered within 14 days of receipt by the Lessor. The Lessee shall be informed of the manner in which the complaint is to be considered in the form in which the complaint was received.
96. Any amendments to the agreement or its termination must be made in writing or in documentary form.
97. The Lessee shall have the right to withdraw from the Agreement on the basis of the provisions of the Act of May 30, 2014, on consumer rights, in accordance with Article 38(12) of that Act.