

General Terms and Conditions

General

- These General Terms and Conditions (hereinafter referred to as the Regulations) set out the detailed terms and conditions of rental agreements for cars without a driver concluded by TopCars as part of the Car Rental. The Regulations apply to all Rental Agreements mentioned herein, unless the Agreement states otherwise.
- These Regulations, the Vehicle pick up protocol and Vehicle return protocol are an integral part of the Rental Agreement.
- In case of a conflict between the Agreement and the Regulations, the Agreement prevails.
- The Parties are as follow:
 - The Lessee (Customer): individual person or company;
 - The Lessor: TopCars: Paweł Włodarczyk, ul. Pola Karolinskie 4/030 02-401 Warszawa, Tax Identification Number: 8652549584, REGON: 180958456.
- The Lessee of a passenger car may be:
 - a) a natural person with Polish citizenship, permanent residence, having a driving license honored in the territory of the Republic of Poland and meeting the following conditions: is 21 years old and has a driving license for a period of at least 12 months preceding the date of the Rental Agreement;
 - b) a natural person without Polish citizenship, holding a valid passport, having a driving license honored in the territory of the Republic of Poland and fulfilling the following conditions: is 21 years old and has a driving license for a period of at least 12 months preceding the date of the Rental Agreement;
 - c) a legal person, represented by a natural person who meets the criteria specified in point 5a) or 5b). The requirements indicated in this point are valid for the entire duration of the lease. The Lessor, if the Lessee fails to meet the requirements set out in this section, is entitled to immediately terminate the lease without notice.
- The car may only be driven by a person who meets requirements specified in clause 5 of these Regulations and by a person added to the Rental Agreement as a person authorized to drive the rented car. In case of renting the car by a legal person, employees of a company being the party to the contract are entitled to drive the rented car, as long as they meet the following conditions: aged at least 21 and having the driving license for period of minimum 12 months preceding the date of conclusion of the contract.
- The rented car can not be sub-rented or given to another person to use.
- The lease period begins from the date specified in the Rental Agreement or from the date of releasing the vehicle indicated in the Car handing-over document depending on which date is the earlier date, unless the parties agree otherwise.
- Any disputes arising from the Rent Agreement concluded by a legal or natural person will be resolved by the court competent for the seat of the Lessor.
- The Lessee is responsible for any traffic offenses incurred during the term of the Agreement. By concluding the Agreement, the Lessee agrees to the process and disclosure of his personal data to entities and bodies appointed to impose and enforce fees for the use of public roads and the imposition of fines. If the Lessor will be charged with the above charges or other fees related to road traffic offenses for any reason, the Lessee is obliged to reimburse any associated costs. In case of a traffic offense, the Lessee is charged with an offense and a fee of PLN 123 for providing information about the user of the vehicle.
- The Lessor is not responsible for the Lessee's personal items left in the car after returning and signing the Car turning back protocol, as well as for the items left in the vehicle during its use.

Conclusion of the Agreement

- Conclusion of the vehicle Rental Agreement takes place by the Lessee completing the form available on the Rental Website (www.topcars24.pl) or by contacting the helpline and sending the confirmation by the Lessor to the Lessee's e-mail address provided in the form.
- The shortest period of a passenger car rental is 1 day (24 hours).
- In the event of inability to deliver the preferred vehicle by the Lessor within the time specified in the confirmed reservation, the Lessor shall provide the Lessee with another vehicle from the same or higher price group.
- A condition for acceptance of an order for vehicle rental by the Lessor is:
 - the Lessee's acceptance of the rental conditions applicable at the Rental Company while completing the online form available on the Rental Center's website;
 - fulfillment of the conditions provided for in clause 5 of the Regulations;
 - placing an order at least 24 hours before the scheduled date of issue of the car specified in the online form;
 - in case of a Lessee who does not have Polish citizenship, the Lessee's consent to the downloading of data from his credit card;
 - Payment of the reservation fee in the amount of 150 PLN counted towards the total rental cost paid within 72 hours of placing the order for reservation starting within 4 or more days from making a reservation or within 24 hours of placing the order for reservation starting within 72 hours (3 days) or less from making a reservation. Reservation fee is refundable only in case of cancelling an order within 120 hours (5 days) or more before the declared vehicle pick-up date. Lessor makes a refund of reservation fee to lessee's account within 7 working days.
- The Lessee may withdraw from the vehicle Rental Agreement under the condition of submitting the statement by e-mail to the following address: biuro@topcars24.pl or by phone at +48 731 739 351 before the date and time agreed upon by the parties to issue the ordered car.
- The car may only be picked up by the Lessee personally. At the time of picking up the car the Lessee is required to possess and present:
 - a) a valid ID card or passport and if the Lessee is a foreigner - a valid passport;
 - b) a driving license valid and accepted in the territory of the Republic of Poland;
 - c) An important personal debit or credit card belonging to the Vehicle Lessee, which will be used to pay for the car rental.
- If the Lessee fails to meet the requirements provided for in clause 5 and 17 of the Regulations, the Lessor is entitled to immediately withdraw from the lease. The reservation fee paid by the Lessee is not refundable in this case.
- If the Lessee fails to pick up the vehicle within the time agreed by the parties up to 2 hours from the designated date of receipt, the Rental Agreement shall be terminated and the reservation shall be canceled. The reservation fee paid by the Lessee is not refundable in this case.

The Lessee's obligations and the rules of the vehicle usage

- During the use of the vehicle, the Lessee is obliged to:
 - have at hand valid documents required by road traffic control (valid and accepted on the territory of the Republic of Poland driving license, registration document, liability policy, vehicle Rental Agreement, medical certificate, if required);
 - secure Car against theft (each time the car is closed and all anti-theft devices are turned on, careful protection of documents and keys outside the vehicle);
 - a) daily car maintenance carry out on his own cost and work (checking and replenishing engine oil, coolant, brake fluid, windscreen washer fluid, checking tire pressure and condition of tires, signaling, passing and driving lights and replacement of bulbs burnt out during the rental at your own expense;
 - d) Use of the type of fuel in the car according to the engine specification, given in the registration certificate and in the technical documentation of the vehicle and in the car Rental Agreement;
 - e) Keep the car clean.



- In particular, it is prohibited to:
 - take other vehicles, trailers or other items with the rented car;
 - exceed the permissible load limits;
 - smoke in the car;
 - make alterations or other changes to the rented car contrary to its properties and purpose;
 - use the car in races, rallies, competitions;
 - use a car for driving lessons;
 - carry out the commercial carriage of persons or things, unless the Lessor agrees to it by signing an appropriate Annex to the Vehicle Rent Agreement with the Lessee;
 - transport substances and things that due to their smell or properties may damage the vehicle and expose the Lessor to a loss of time and money before the vehicle can be re-rented;
 - wrap vehicles with advertising or information materials;
 - transport animals
- In the case of violation of the provisions of sub-item a), b), d), e), f), g), h), i) - the Lessee is obliged to pay a contractual penalty in the amount of PLN 1500. In the case of violation of the provisions of sub-item c), j) - the Lessee is obliged to pay a contractual penalty in the amount of PLN 500. In the case of introducing changes to the rented car, referred to in sub-item d) hereby the Lessor reserves the right to charge the Lessee with the costs of restoring the previous state and demanding payment for the loss of value of the vehicle caused by the changes.

Fees

- Exceeding the duration of the lease over 1 hour results in an increase in the cost for the entire next day. In the event that the Lessee returns the vehicle before the date specified in the Agreement, no refund will be possible for the unused time of renting.
- The fee for short-term rental (up to 29 days) must be paid absolutely until the car is delivered.
 - In case of extending the lease of the vehicle by one day, the Lessee is obliged to pay for the renewal at the latest when the vehicle is returned.
 - In case of extending the lease of a vehicle for a period longer than one day, the Lessee is obliged to pay for the renewal up to the date and time of the originally determined return of the car using the generated link from the site przelewy24.pl, by bank transfer or directly in the company's office by means of a card debit or credit card.
- The Rental fee: 30 days, medium or long term, will be regulated as follows:
 - payment for the first 30 days of vehicle rental must be paid absolutely until the pick-up car with a debit or credit card, Payment by bank transfer is possible only in the case of prior consent by the Lessor.
 - for each commenced subsequent lease period, the Lessee is obliged to pay up to 2 days from the start of the new rental period, using the generated link from the przelewy24.pl portal, bank transfer or directly in the company's office by debit or credit card.
- If the payment is not recorded in accordance with point 23 or from point 24 for renting the Lessor has the right to block the vehicle and to terminate the lease agreement immediately. The Lessor has the right to make claims for renting the vehicle through civil proceedings.
- The security for the subject of the Rental Agreement is paid only by the Lessee who is not a Polish citizen with a credit card in the amount of PLN 3000.
 - A Lessee who does not have Polish citizenship may be exempted from the obligation to pay a deposit in the event of buying additional insurance in the form of abolition of own contribution in damage (ZUWwS) in a full variant.
- If it is necessary to deduct the fees resulting from contractual penalties or repair costs of the car from the deposit in accordance with the Regulations, the deposit remains at the disposal of the Lessor.
- If the vehicle is handing over in places where a parking fee is charged for entering the paid parking zone, the Lessee is obliged to pay this amount on the basis of the received parking ticket. In case of returning the vehicle at the aforementioned locations, the cost of the parking fee is covered by the Lessor.

Return or replacement of the vehicle

- The Lessee is obliged to return the rented vehicle at the date and place specified by the Lessee and the Lessor in the vehicle rental agreement.
In the event of abandonment of the vehicle, i.e. failure to return it in the required manner and failure to sign the return protocol, the Lessee will be charged a contractual penalty of PLN 3,000.
Failure to comply with the above conditions for returning the vehicle will be treated as a serious breach of the terms of the rental agreement and may result in the Lessor taking appropriate legal actions, including reporting the matter to the appropriate law enforcement authorities.
The Lessor reserves the right to charge the Lessee for additional costs that may result from the incorrect return of the vehicle, including the costs of recovering the vehicle, as well as any other losses and negative effects for the Lessor resulting from this violation.
- Extending the rental period of a vehicle requires the consent of the Lessor. The intention to extend the rental period for reservations covering a period of 3 days or more must be submitted at least 48 hours before the date of the vehicle return. In case of reservations covering a period of 1 to 2 days, such petition must be notified at least 12 hours before the date of return of the vehicle. Each extension of the rental period of the vehicle requires agreement with the Lessor made by e-mail to the following address: biuro@topcars24.pl or by phone: +48 731 739 351 and the preparation of an annex to the rental agreement in writing. The Lessor does not guarantee the possibility of extending the rental of the vehicle.
- The lack of notification of the intention to extend the car's rental and not return the car within 2 hours from the end of the lease is treated as an appropriation of the car and the Lessor will notify the law enforcement authorities and it will be the basis for the Lessor to:
 - encumberance the Lessee with a contractual penalty in the amount of PLN 1500;
 - Charge the Lessee with any losses and negative consequences that will arise for the Lessor for such violation of the Regulations;
 - Charge of the payment of 300% of the daily rate for the period of lawless extension.
- A declaration of willingness to terminate the Lease Agreement early is required in writing and delivered in person at the company's headquarters or sent by e-mail with a personal signature to the address biuro@topcars24.pl.

33. In the event of termination of the vehicle rental agreement, the Lessee shall be obliged to immediately indicate the location of the vehicle and to return it to the location indicated by the Lessor within not more than 12 hours from the date of submitting a written statement terminating the Lease Agreement. If the car is returned to a place other than that indicated by the Lessor, the Lessor is entitled to charge the Lessee for the costs of driving and transporting the car to and from the abovementioned place in the amount of PLN 10 per 1 km.

34. In case of delay in returning the car, the Lessee is obliged to pay a contractual penalty in the amount of 300% for each day of delay in the return of the lease. In the absence of timely return of the car, the Lessor is authorized to collect the car, keys, policy, vehicle documents from the Lessee and to charge the Lessee with full costs incurred to collect the car.

35. The Lessee is obliged to return the car with the same amount of fuel as he received when the car was delivered. For any fuel shortages replenished by the Lessor, the Lessee pays a fee of PLN 13 per liter of PB95 or diesel fuel. The Lessor does not refund costs or settle excess fuel left in the car by the Lessee.

36. The Lessee is obliged to return the car clean inside with clean upholstery and complete, clean and undamaged additional equipment. In the event of returning the car or additional equipment in a condition other than required, the Lessee is charged with the appropriate fee presented in the TABLE OF FEES AND CONTRACTUAL PENALTIES.

37. Immediately after returning or exchanging the vehicle used by the Lessee or after receiving the decision of the insurer about the refusal to pay compensation, the Lessor reserves the right to charge the Lessee with the following costs:

- a) Deficiencies in the equipment of a car or parts thereof described in the Car handing over document and compensation for more than normal car wear inside or outside;
- b) Damage caused by improper use of the car or negligence of the Lessee (e.g. damaged mirrors, broken headlights, damage to car body elements, broken glass, damage to the interior of the vehicle);
- c) Actual damages not reported when they occur in a situation where the Lessor does not obtain - despite due diligence - compensation from his insurance company, and the reasons for the effective refusal to pay compensation are culpable by the Lessee;
- d) Elimination of other damages and costs of restoring the vehicle to a condition corresponding to normal wear and tear;
- e) Compensation for the loss of value of a vehicle as a result of an accident in the event of an accident or partial culpability by the Lessee, the person driving the vehicle or the passenger of the vehicle or the loss of value of the vehicle as a result of alterations or other changes contradictory with the intended purpose of the vehicle without the consent of the Lessor.

38. The Lessee is responsible for the lack of parts and equipment, as well as the loss caused by his/her fault as a result of improper use and securing the car and loss of documents.

39. If the Lessee loses the registration document or policy or car keys or additional equipment, the Lessee will be charged with fees in accordance with with the TABLE OF FEES AND CONTRACTUAL PENALTIES.

40. If the Lessee loses the hupcap for the car, the Lessee shall be charged with fees in accordance with the TABLE OF FEES AND CONTRACTUAL PENALTIES.

Service, inspections and repairs

41. The Lessee acknowledges the necessity of making the car available to the Lessor in order to perform the periodic inspection at the place and time agreed with the Lessor.

42. The Lessee is not authorized to request repairs, corrections, alterations, inspections or other corrective and servicing activities of the rented car at the expense of the Lessor without the written consent of the authorized representative of the Lessor. In the event of a breakdown, a collision, a car accident in the period when the vehicle is in use, the Lessee is obliged to immediately notify the Lessor (contact telephone number: +48 731 739 351 open 24 hours a day) and follow the instructions of the Lessor. If the fault may pose a threat to road safety or lead to greater damage to the car, it is forbidden to continue driving until it is removed. The Lessee can repair the car on his own only after obtaining the written consent of the Lessor regarding the place and scope of the repair. In this case, he is obliged to submit bills for the services rendered, to return the replaced parts and to submit a statement describing the circumstances of the failure.

43. The Lessor returns all agreed costs documented with bills/invoices for the Lessor registration data after confirming the necessity of the repair and when the Lessee's not fault in the causes of the failure.

Damage, accident, car theft

44. In the event of a road accident or a road collision, the Lessee shall be required to call the Police immediately, to wait for it to arrive and to report this fact immediately, - no later than within 1 hour to the Rental Company (contact telephone number: +48 731 739 351 available 24 hours a day) and to proceed in accordance with instructions received.

45. In the event of theft or damage to a car as a result of an intrusion or other prohibited act, the Lessee shall be obliged to report this fact without delay, - no later than within 1 hour at the nearest Police Station, and to obtain a written statement, and also to contact the Lessor - no later than within 1 hour and follow the instructions received and returning the keys and vehicle documents to the Lessor within 24 hours.

46. In the event of failure to call the police to the incident scene and failure to communicate the event to the Lessor, the Lessee shall be fully responsible for the event and shall be required to cover all costs related to the event, including vehicle repair costs, regardless of the insurance purchased. The Lessee shall also be charged an administrative fee in relation to the incident.

47. If the driver of another vehicle is the perpetrator of the incident, releasing the Lessee from financial liability for the damage caused will be possible provided that the Police are called to the incident scene and the Lessor is informed of the situation, including from which police station the patrol arrived at the place of the event. The data of the perpetrator, his vehicle registration number, and the civil liability insurance policy number must also be obtained. In addition, the Lessee must obtain the names and addresses of witnesses and draw up an accident protocol in accordance with the requirements of the insurance company.

48. In the event of a false declaration regarding damage or false data being entered, the Lessee shall be charged the total value of the vehicle's restoring to the state before the incident including any other charges arising, for example, from the vehicle's stopover, process costs, loss of value of the vehicle related to the damage and administrative fee in relation to the incident.

Responsibilities of the Lessor

49. Unless otherwise stated in the rental agreement, the Lessor shall not be liable for damage suffered by the Lessee as a result of a car breakdown, car damage, or accident.

50. The Lessor, in the event of immobilisation of the rented car due to a breakdown or collision caused by another traffic participant lasting more than 24 hours, will provide the Rental Company with a replacement vehicle within: 24 hours in Poland, 72 hours in the EU.

The deadline to deliver the vehicle back specified by the Lessor shall be calculated from the time when the Lessor is informed by the Lessee (the driver of the vehicle) of the occurrence of an immobilizing incident or from the moment the Lessor finds that immobilization of the rented vehicle will take longer than 24 hours (depending on which of the events occurs later). The Lessee shall pay no rental charge for the waiting period for the replacement car if the replacement car is not delivered to the selected place within 24 hours in Poland, or within 72 hours in the EU. The replacement vehicle should correspond to the class of the car previously rented, however, if the vehicle of the same class cannot be delivered, the Lessor reserves the right to substitute a vehicle of a different class.

Provided the adherence to paragraph 44, a replacement vehicle will be delivered in case of a collision caused by another traffic participant.

Substitution of a replacement car in the event of a collision involves a fee of PLN 5 / km from the nearest branch.

If the Lessee unjustifiably reports a vehicle breakdown and requests a replacement car, and after verification by the Lessor it turns out that the reported breakdown was unjustified and the car did not actually break down, the Lessee will be charged a contractual penalty of PLN 1,000 and the cost of providing a replacement car in the amount of PLN 8 / km.

51. A replacement vehicle shall not be provided if one of the following occurs:

- a) loss of the registration card and/or insurance policy and/or car keys,
- b) damage to the car by fault of the Lessee - unless he chose the Abolition of Own Contribution to Damage in Full version or Full Europa version,
- c) puncture of the tyre,
- d) fuel shortage or filling the vehicle with improper type of fuel.

Vehicle insurance

52. The Lessor will provide the Lessee with a replacement car as a result of damage caused by the Lessee in the event of:

- a) lack of ZUWwS and payment of the Administration Fee in connection with the incident and paying for a replacement car rental in the amount of 100% of the current daily rate;
- b) have a ZUWwS purchased in the Basic variant and pay the Lessor the Administration Fee in connection with the incident and pay for the rental of a replacement car in the amount of 50% of the current daily rate;
- c) having a purchased ZUWwS in the Full or Full Europa option.

The replacement car will be made available to the Lessee in one of the Lessor's 9 branches (Rzeszów, Krakow, Katowice, Wrocław, Poznań, Modlin, Warsaw, Bydgoszcz, Gdańsk).

Providing a replacement car to the indicated address is associated with a fee of PLN 5 / km from the nearest branch.

53. The car has a full scope of third party liability insurance, motor own damage insurance (subject to the provisions regarding the contractual penalty and the Administrative Fee in connection with the event) the Lessee (the person driving the vehicle) from liability in the event of a collision and theft except:

- a) Willful damage to the vehicle;
- b) Damage while driving while intoxicated, after using drugs or psychotropic substances and/or without a valid driving license;
- c) Damage to the vehicle in the event of exceeding the speed limit by at least 30 km/h or in the event of another gross violation of traffic regulations (the Insurer then reserves the insured's own contribution or the insurer's liability for damage is completely excluded);
- d) In the event that the driver fled the scene of the accident;
- e) Damage caused when the driver was a person not authorized by the Lessor to drive the car;
- f) Total damage or theft covered and not covered by the AC policy. 53 sub-point. h), i), j) of the Regulations.
- g) For all partial damages covered and not covered by the AC policy, the Lessee will be charged with the Administrative Fee in connection with the event in the amount of PLN 3,000;
- h) Theft of the car, as a result of which the keys and/or the registration document of the stolen car were lost - the total cost is borne by the Lessee;
- i) Theft of a car left in a prohibited place and/or in which all anti-theft devices installed in it have not been activated - the total cost is borne by the Lessee;
- j) Burglary, as a result of which the car was damaged, in which all anti-theft devices installed in it were not activated - the total cost is borne by the Lessee;
- k) Refusal to pay compensation by the insurance company;
- l) Other special cases arising from the general terms and conditions of insurance contracts or policies.

In the above-mentioned cases, the damages are fully or partially covered by the Lessee. The Lessee is obliged to familiarize himself with the provisions of the policy, the general terms and conditions of car insurance contracts and changes to the general terms and conditions of car insurance contracts and comply with the provisions contained in the conditions, and in the case of making the vehicle available - also instruct the person driving the vehicle about the obligations arising from the above-mentioned documents - under pain of liability for the damage caused.

54. The Lessee has the option to purchase additional insurance - abolition of own contribution to damage (ZUWwS), which, depending on the option purchased, reduces or abolishes the Administration Fee in connection with the event for:

SHORT-TERM RENTAL (1-89 DAYS) in the scope of:

- a) Basic - covers in the territory of the Republic of Poland: damages covered by third party liability insurance, external damage to the bodywork (scratches, dents), replacement car - 50% payable and reduces the Administrative Fee by 50% for: damage to headlights and lamps, damage to mirrors, damage to tires and rims, total loss and theft, excluding point 53 sub-point. h), i), j);
- b) Full - covers in the territory of the Republic of Poland: damages covered by civil liability, external damage to the bodywork (scratches, dents), damage to headlights and lamps, damage to mirrors, damage to tires and rims, damage to glass, total loss, replacement car in the territory of the Republic of Poland, theft excluding pt. 53 sub-point. h), i), j);
- c) Full Europe - covers the EU as well as Switzerland, Norway and Great Britain (except: Bulgaria, Romania, Estonia, Latvia, Lithuania): damages covered by civil liability, external damage to the bodywork (scratches, dents), damage to headlights and lamps, damage to mirrors, damage to tires and rims, damage to windows, total loss, theft excluding pt. 53 sub-point. h), i), j), replacement car in the EU.

MEDIUM AND LONG-TERM RENTAL (90+ DAYS) in the scope of:

- a) Basic - covers in the territory of the Republic of Poland: damages covered by third party liability insurance, external damage to the bodywork (scratches, dents), replacement car for the duration of repairs and reduces the Administration Fee by 50% for: damage to headlights and lamps, damage to mirrors, damage to tires and rims, damage to glass, total loss and theft, with the exception of point 53 sub-point. g), h), i), j);
- b) Full - covers in the territory of the Republic of Poland: damages covered by civil liability, external damage to the bodywork (scratches, dents), damage to headlights and lamps, damage to mirrors, damage to tires and rims, damage to glass, total loss, replacement car in the territory of the Republic of Poland, theft excluding pt. 53 sub-point. h), i), j);
- c) Full Europe - covers the EU as well as Switzerland, Norway and Great Britain (except: Bulgaria, Romania, Estonia, Latvia, Lithuania): damages covered by civil liability, external damage to the bodywork (scratches, dents), damage to headlights and lamps, damage to mirrors, damage to tires and rims, damage to windows, total loss, theft excluding pt. 53 sub-point. h), i), j), replacement car for the time of repair.

Abolition of own contribution to damage (ZUWwS) does not apply in the event of intentional or intentional damage to the vehicle and failure to comply with points 46, 47 and 48 of the GTC. In the event of damage to the car due to the fault of the Lessee outside the territory of the Republic of Poland and the need to tow it, the Lessor will charge the Lessee with the costs of towing the car to the Lessor's headquarters in the amount of PLN 10 / km. The purchased ZUWwS in the Full Europa variant exempts the Lessee from the towing fee.
 55. Cars have civil liability insurance in foreign traffic.
 56. Cars have anti-theft protection required by the insurance company.

The medium- and long- term rental

57. Medium-term rental in the TopCars car rental company is understood as a vehicle reservation covering the period from 90 to 389 days.
 58. Long-term rental in TopCars car rental is understood as a vehicle booking covering a period of 390 days.
 59. When booking a vehicle for a medium-term or long-term period, the Lessee has the option of negotiating the daily rate for renting a vehicle with the Lessor.
 60. If the Lessee reports to the Lessor his desire to withdraw from the concluded contract earlier or if the Lessor terminates the car rental agreement with the Lessee as a result of the Lessee's failure to comply with the terms of the agreement, the Lessee is obliged to cover the contractual penalty in the amount of PLN 1,000 plus 5% of the remaining amount due under the lease agreement.
 61. The Lessor sets a kilometer limit of 4000 km/30 days, 5000 km/30 days or 6000 km/30 days for vehicles rented for a period of 30 days, medium-term and long-term. The mileage limit is set out on the first page of the Vehicle Rental Agreement in the CAR RENTAL CONDITIONS section.
 62. In the event of failure to comply with point 61 is obliged to pay a contractual penalty for each 1 kilometer exceeded over the set kilometer limit, in accordance with the rate set by the Lessor of PLN 0.35/km. Payment for the exceeded limit is made at the time of returning the vehicle, and the amount due is determined on the basis of the pick-up protocol and the current mileage of the vehicle at the time of its return.
 63. Pursuant to the provisions of the General Terms and Conditions of the Agreement, the Lessor may consent to the Lessee's departure with the rented vehicle outside the Republic of Poland. Consent to the Lessee's possible departure of the rented car outside the Republic of Poland is expressed on the first page of the Rental Agreement in the RENTAL FEES section. Consent to the Renter's trip outside the Republic of Poland in a rented car is associated with an additional fee of PLN 199. In case of default from the above obligation (travel outside the Republic of Poland), the Lessor imposes a penalty on the Lessee in the amount of PLN 1,500 for leaving the country. In the event of a need to repair or tow the car to the territory of the Republic of Poland, the Lessee will be obliged to bear all the resulting costs in this respect, in the absence of the consent obtained.
 64. In the event of a breach by the Lessee of the rules set out in point 63 of the Regulations, the Lessor has the right to block the vehicle and take all steps to bring the car to the country, while the Lessee will be obliged to pay a contractual penalty of PLN 1,500.

Information clause in line with the GDPR

Please be advised that in connection with the Regulation on the Protection of Personal Data entering into force on 25 May 2018, the company Paweł Włodarczyk, fulfilling the information obligation, declares that pursuant to art. 13 para. 1-2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OJ. UE L No. 281):

- The administrator of the data indicated in the consent for the processing of personal data expressed above is Paweł Włodarczyk with its registered office at ul. Pola Karolińskie 4/030, in Warszawa (postal code: 02-401), tel.: 731 739 351 e-mail address: ado@topcars24.pl
- The purpose of data collection is to: perform a rental agreement, determine, investigate or defend against any claims arising from it, and - due to our legitimate interests - for analytical and statistical purposes;
- You have the right to access the content of the data and rectify it, delete or limit the processing, as well as the right to object, demand the cessation of processing and data transfer as well as the right to withdraw your consent at any time and the right to lodge a complaint to the supervisory body (i.e.: President of the Office for the Protection of Personal Data).
- Providing the data is voluntary, but necessary for the implementation of the vehicle rental agreement. If no data is provided, it will not be possible to perform the vehicle rental agreement.
- Data shared by you will not be subject to disclosure to third parties. Recipients of data will only be institutions authorized by law.
- Data shared by you will not be profiled. The data controller has no intention of transferring personal data to a third country or an international organization.
- Personal data will be stored for a period of 5 years, counting from the beginning of the year following the year in which consent for the processing of personal data has been given.

The Agreement has been drawn up in two identical copies, one for each of the Parties.

The Lessee confirms that the data provided by him to the Agreement is true. The Lessee agrees to store his personal data in the Lessee's database, as well as to process them in accordance with the Act of 10.05.2018, on the protection of personal data (Journal of Laws, 2018, item 1000, text.) to implement the Agreement, financial security for the transaction and for marketing purposes. In the event of failure to pay or provide false documents, the Lessee's personal data may be forwarded to the business information bureaus

I declare that I have read the General Terms and Conditions of the Agreement and that they are understandable to me and I fully accept them. I confirm that I have received and accept the terms of the attachments indicated in the Agreement, which constitute an integral part thereof.

Date:

TABLE OF FEES AND CONTRACTUAL PENALTIES	
1) Providing information about the user of the rented vehicle at the request of the institution in connection with the offense.	123 PLN
2) Contractual penalty - in connection with the failure to pay the obligations related to the offense towards the institution due to the issued mandate.	500 PLN + actual cost of the mandate
3) Contractual penalty for late payment of obligations under the Vehicle Rental Agreement, including drawing up a request for payment.	500 PLN
4) Loss of the car warranty due to the Lessee's fault (the person driving the vehicle).	4000 PLN
5) Delay in returning the car.	300% daily rate
6) The fee for each field trip related to the collection of the unreturned vehicle in a place other than indicated by the Lessor.	10 PLN za 1 km
7) Making the car available to an unauthorized person for driving the vehicle.	1500 PLN
8) Failure to inform the Lessor about the damage to the rented vehicle within 1 day from the date of the damage.	1000 PLN
9) Administrative fee in connection with an accident, for partial, total loss and theft, excluding point 53 sub-point. h), i), j), so-called ZUWwS - abolition of own contribution to damage.	3000 PLN
10) Dismantling parts of the car's equipment or making other modifications or changes without the consent of the Lessor.	1000 PLN + cost of restoring the vehicle to its original condition
11) Missing hubcap.	120 PLN
12) Missing parts of the car's equipment not listed in the GTC.	opłata wg. cennika producenta + 30%
13) Lack of a registration certificate, insurance policy, license plate or registration sticker on the windshield.	350 PLN
14) Missing key with the remote control of the central locking.	1500 PLN
15) No key without central locking remote control.	800 PLN
16) No parking ticket.	150 PLN + the cost of parking the car
17) Transporting animals.	500 PLN
18) Smoking in the car.	500 PLN
19) Refueling with the wrong fuel.	3000 PLN
20) Replenishment of missing PB95 or ON fuel.	13 PLN za 1 litr
21) Returning a dirty car from outside.	0 PLN
22) Returning dirty car inside.	50 PLN
23) Returning a car with dirty upholstery:	
a) armchair,	180 PLN
b) back sofa.	300 PLN
24) Condition of the child's car seat upon return:	
a) dirty - small, washable stains,	50 PLN
b) dirty - large and difficult to remove stains.	300 PLN
c) incomplete - missing element(s),	300 PLN
d) damaged,	300 PLN
e) lack.	300 PLN
25) Condition of the children's car pad upon return:	
a) dirty,	50 PLN
b) damaged,	100 PLN
c) lack.	100 PLN
26) Return of a damaged or lack of phone holder.	100 PLN
27) Consent to travel outside the Republic of Poland taking into account the European Union countries as well as Switzerland and Norway and Great Britain with the exception of Bulgaria, Romania, Estonia, Latvia, Lithuania. Possible for bookings covering the period: - from 3 days: Czech Republic, Slovakia, - from 4 days: Germany, Austria, Hungary, Slovenia, - from 5 days: Denmark, Belgium, the Netherlands, Luxembourg, Switzerland, Croatia, Sweden, - from 7 days: Great Britain, France, Italy, Norway, - from 10 days: Spain, Portugal, Ireland, Finland.	199 PLN
28) Unauthorized movement of the vehicle beyond the borders of Poland.	1500 PLN

Lessor signature (TopCars):

Lessee signature: