**GENERAL RENTAL CONDITIONS**

The general conditions below provide basic terms and obligations of vehicle rental for the RENTER and the OWNER.

TYPE OF SERVICE

The parties agree that the subject of the agreement is vehicle rental. It is not a tourist event or agency service for concluding an agreement on tourist services, as per the Act of August 29th, 1997 on tourist services. This means that the Renter is responsible for planning and organizing their travel and takes on full responsibility for themselves, their relatives as well as the subject of the rental. They shall be prepared to handle all unforeseen or critical situations such as illness, accident, breakdown etc. as support of the OWNER might be limited or temporarily inaccessible due to lack of service or night-time. Also, insurance agreements are concluded by the Renter in their own name, excluding all required insurance contracts concerning the subject of the rental.

SUBJECT OF THE RENTAL

The subject of the rental is a special vehicle (housecar)/caravan, hereinafter referred to as THE VEHICLE, equipped as specified in the attached handover and return report.

OWNER'S STATEMENT

The Owner states that THE VEHICLE is delivered in a good technical condition, has all required technical check-ups, insurance and green card.

GENERAL PROVISIONS

All fees related to vehicle use during rental period such as fuel, consumable fluids, highway fees or traffic fines shall be covered by the Renter. The RENTER is delivered a vehicle with full fuel tank and they shall return it in the same condition.

1. RENTER

The Renter must be a Polish citizen, otherwise the OWNER needs to express their consent. The Renter and drivers assigned by them must be over 26 years of age. The driver must have a valid driving license category B (in case of caravan B+E or C+E) for at least two years. The personal data of the Renter shall be confirmed with two valid identity documents.

2. BOOKING AND PAYMENT

THE RENTER shall make preliminary reservation on-line or by phone.

The Renter may change the date of their travel without advance payment loss or additional costs if this change is made not later than 2 months before the planned date of RENTAL AGREEMENT.

The Renter may also change the SUBJECT OF THE RENTAL if available, yet not later than 2 months before the planned date of RENTAL AGREEMENT.

THE RENTER is obliged to inform the OWNER about the planned route of their trip.

Travel to countries outside the European Union requires additional consent of the OWNER. If the Renter does not obtain such consent, they shall be held fully responsible for any damage to the subject of the rental. Preliminary reservation does not entail any legal consequences or costs to the RENTER. After preliminary reservation, the RENTER is obliged to make within 3 days advance payment which equals 30% of the total rental fee as specified in the price list of the VEHICLE.

Advance payment shall be understood as a conclusion of VEHICLE RENTAL AGREEMENT and acceptance of GENERAL RENTAL CONDITIONS.

The remaining part of rental fee shall be paid no later than 14 days before the planned date of rental or on the day of rental conclusion if agreed with the OWNER.

Advance payment or rental fee shall be accounted for since the date of crediting the OWNER'S account. The RENTER'S failure to pay the aforementioned rental fee within the specified time shall be understood as withdrawal from the agreement from the RENTER'S fault and consequent forfeiture of advance payment. After the remaining part of rental fee is paid for VEHICLE RENTAL, the OWNER shall confirm crediting of their account via e-mail.

3. DEPOSIT

3.1 The RENTER shall pay the OWNER a deposit not later than 14 days before

the planned date of rental agreement.

3.2 If the OWNER agrees, the deposit shall be paid directly before the vehicle is rented.

3.3 The deposit is treated as a collateral to cover any potential costs for compensating damages caused by the RENTER.

3.4 Settlement of deposit shall occur within 7 days from vehicle return and signing the handover and return report in a form of bank transfer to the account indicated by the Renter.

3.5 If within this time additional damages not reported earlier and caused by the Renter are revealed, the OWNER shall document them, pass the documentation to the Renter and deduct the incurred cost from the paid deposit.

3.6 Forfeiture of deposit or its part shall result from failure to comply with the General

Rental Conditions of the VEHICLE, in particular in the following cases:

• theft or total loss of the VEHICLE – total forfeiture of deposit,

• non-compliance with smoking ban inside the VEHICLE – 125 EUR,

• loss of keys or alarm remote – 250,00 EUR,

• loss of vehicle registration book or insurance policy – 250,00 EUR,

• return of dirty chemical toilet – 40,00 EUR,

• return of dirty or insufficiently cleaned VEHICLE after the period of rental – 75 EUR,

• visible dirt on upholstery in the living part or driver's cabin which requires washing – 75.00 EUR,

• failure to refuel the fuel tank after the rental – 150,00 EUR,

• lack of motor oil control – total forfeiture of deposit.

• causing road collision – total forfeiture of deposit (failure to inform the OWNER of this fact during vehicle return – total forfeiture of deposit plus agreed penalty of 750,00 EUR). The OWNER may retain the deposit until the value of claims payable to the OWNER is estimated if it is not specified at the time of the VEHICLE return.

The aforementioned fees are net, VAT of 23% shall be added.

The OWNER agrees to prepare a fair and efficient repair cost valuation and provide all related documents at the RENTER'S request.

4. RESPONSIBILITY, COMPENSATION TERMS

THE RENTER is obliged to report any irregularities observed during vehicle operation which concern mechanical and electrical subassemblies as well as other parts of vehicle equipment otherwise the deposit shall not be paid back.

a) If the damages of the RENTAL SUBJECT occurred as a result of road collision caused by the RENTER, they shall be held responsible for compensating all costs connected with eliminating the effects of the event as well as costs associated with losing insurance bonus and own participation – total forfeiture of the deposit,

b) the RENTER shall be held responsible for all damages of the VEHICLE caused by them and not resulting from a road collision – up to the total value of the deposit. If as a result of road collision or other damages of the vehicle caused by the RENTER they are unable to continue their travel, the remaining rental fee shall be forfeited.

c) The Renter shall be held fully responsible for all damages caused by them in the case of circumstances when the Insurance Company refuses to pay compensation, for instance when the RENTER caused damage while being under the influence of alcohol or abusive substances.

d) The Renter shall be held fully responsible in the case of RENTAL SUBJECT theft if they lost VEHICLE keys or documents.

e) The Renter shall be held fully responsible for all damages resulting from a serious violation of traffic law or those which occur as a result of negligence or recklessness, e.g. not adjusting the size of the VEHICLE (height, width) to road conditions or intentional severe VEHICLE damage (devastation). Shall the Renter avoid covering all the aforementioned fees, the OWNER shall pursue rights before the authority of OWNER'S domicile. THE RENTER shall be held responsible, up to the deposit value, for all damages caused during rental agreement, even if they were not caused directly by the RENTER.These include mechanical damage to tyre and wheel rim, damaged or cracked glass as a result of for instance stone hit, mechanical damage of suspension after driving into a whole, or damages after breaking into a vehicle.

The RENTER shall not be held responsible for damages and failures of the VEHICLE if they occurred as a result of the OWNER'S negligence, e.g. failure to change motor oil or perform other repairs in timely manner (exchange of timing belt, brake blocks and discs, worn-out tires etc.). THE RENTER shall not be held responsible for worn-out subassemblies of the vehicle and elements of its equipment here the cause of their worn-out is normal long-term vehicle operation (e.g. brake blocks and discs, tires).

THE RENTER shall be held responsible for the rented VEHICLE as for their own, is obliged to monitor motor oil, refrigerating fuel and other consumable fluids.

THE RENTER shall posses suitable financial resources to eliminate any event caused during VEHICLE rental which makes further travel hazardous or impossible. Invoices and bills issued for the OWNER for aforementioned repairs shall be presented to the OWNER after return. Only in such case the OWNER shall compensate the incurred repair costs up to their total value, possibly deducting the Renter's deposit from the total cost.

If the VEHICLE failure or damage cannot be eliminated in a short period of time and further travel will be impossible, the OWNER shall pay back the RENTER the unused part of the rental fee calculated as for full days remaining until rental termination. The Renter shall organize return home at their own expense. The RENTER shall not claim right to any additional compensation on this account.

5. PROCEDURES IN CASE OF VEHICLE BREAKDOWN OR DAMAGE

In case a breakdown, failure or collision occur, the RENTER is obliged to:

1. immediately inform the OWNER and act in accordance with their orders,

2. secure the subject of the rental in a proper way so as to prevent undesirable actions of third party which could increase the damage (e.g. by towing the VEHICLE to a guarded car park),

3. draw up damage protocol,

4. notify the Police of the event and receive a statement from other potential participants of the event/collision.

6. VEHICLE USE LIMITATIONS

THE VEHICLE shall not be used:

- in races, rallies or any other competitions,

- to transport flammable materials,

- to transport toxic or hazardous materials,

- as a crime tool,

- to travel through unhardened roads which surface or state may damage the vehicle.

The vehicle shall not be used or sub-rent to third parties.

The RENTER shall be held responsible for actions of the third party as if they were their own actions.

7. VEHICLE HANDOVER AND RETURN

THE RENTER is obliged to receive instruction regarding vehicle operation before its handover and this fact shall be confirmed with the signatures of the RENTER as well as the OWNER.

In case when the instruction has not been received from the RENTER'S fault, the OWNER might refuse vehicle handover and potential costs of delayed handover shall be covered by THE RENTER.

THE RENTER shall return the vehicle on the date specified in the agreement and it is not possible to extend the rental agreement without THE OWNER'S consent.

Arbitrary extension of the agreement shall cost 15,00 EUR for every hour of delay, payable by THE RENTER. Shall THE RENTER fail to return the vehicle within 6 hours after the date specified in the agreement and does not make any contact with THE OWNER, THE OWNER shall notify the law enforcement authorities of potential crime, which entails forfeiture of deposit and further legal or financial consequences.

8. WITHDRAWAL FROM THE AGREEMENT

THE OWNER reserves the right to withdraw from the agreement at any time if the booked VEHICLE takes part in an accident or suffers other damage, or in case of other significant circumstances which prevent safe operation of the VEHICLE by THE RENTER. In such case the OWNER might offer the RENTER another VEHICLE or pay back the advance payment, rental fee and deposit paid by THE RENTER with immediate effect, yet on this account THE RENTER shall not be entitled to any additional compensation.

9. SMOKING IS FORBIDDEN INSIDE THE VEHICLE.

10. Ignorance and violation of recommendations and provisions concluded in the General Rental Conditions, in particular failure to notify THE OWNER of a road collision or other significant damages to THE SUBJECT OF THE RENTAL may cause total forfeiture of the deposit. To all matters not settled herein provisions of the Civil Code shall apply. Any dispute arising between the Parties shall be determined by a court of competent jurisdiction of the OWNER.

OWNER RENTER