Regulations of Rental
valid from 01/02/2013

1. General provisions

1.1. These Regulations of Rental ("Regulations") have been executed by FleetBook Sp. z o.o. of Warsaw, Poland, entered into the Commercial Register of the National Court Register kept by the District Court for Warsaw, 13th Business Division of the National Court Register (KRS) under KRS no. 0000426886, Tax Identification Number (NIP): 5222998071, share capital of PLN 100,000 paid up in full ("Lessor").

1.2. The Regulations define the terms and conditions of rental of motor vehicles to the Lessor's customers ("Lessee" or "Customer"). In the event of a conflict between the rental agreement and these Regulations, the provisions of the rental agreement will prevail. A price list with the rental fees, as attached hereto, is an integral part of the rental agreement and these Regulations ("Price List").

1.3. **In the event of a failure, malfunction of the vehicle, need for any service or in any other rental-related matters, the Lessee is obliged to immediately notify the Claims Center at: (+48) 796 702 702, and within 48 hours by e-mail: biuro@fleetbook.pl, and to state what the notification concerns and then to follow the instructions of the Claims Center.**

2. Lessee and their driving rights

2.1. A vehicle may be rented or driven by:

2.1.1 a natural person who (i) is at least 21 years old and provides: (ii) a valid identity card or a valid passport, in case of a foreigner, (iii) a driver's license recognized in the territory of the Republic of Poland that is valid for at least 1 year, (iv) a valid credit card or evidence of employment, (v) a current certificate of the active self-employment status, in case of self-employed natural persons

2.1.2 a legal person who (i) provides the current excerpt from a commercial register (KRS), (ii) indicates a person authorized to drive a vehicle that meets the requirements of points 2.1.1 (i) (ii) (iii).

2.2. In the event of a failure of the Lessee or a person indicated in the rental agreement as the person entitled to drive vehicles ("driver") to meet the requirements of point 2.1.1., or in the event a vehicle is given for use to a third party not specified in the rental agreement without the prior written consent of the Lessor, the Lessor will be entitled to terminate the rental agreement without notice and claim contractual damages as specified in the Regulations and the Price List.

2.3. The Lessee and the driver will be jointly liable for any claims under the rental agreement. The Lessee will be liable for any damages arising from giving the vehicle for use to a third party. Any reference to the Lessee herein will include the driver as well.

3. Vehicle ordering and releasing

3.1. The vehicle is released and returned on the basis of a Vehicle Acceptance Report ("Release & Acceptance Report"). The Lessee is fully liable for any risks and damages related to the vehicle from the date of the vehicle release to the date of the vehicle return.

3.2. The rental period will start on the date specified in the vehicle order or in the rental agreement or on the date of the actual release of the vehicle to the Lessee as specified in the Release & Acceptance Report, whichever is earlier.

4. Lessee's obligations

4.1. The Lessee is required to use the vehicle for its intended purpose and in compliance with the Regulations, the rental agreement, the provisions of the insurance policy, the general conditions of the vehicle insurance, as amended, in the conditions intended for normal use, and to ensure proper care of the rented vehicle, keep it clean and in good condition (except for regular wear and tear), perform all activities necessary for the proper and lawful operation and maintenance of the rented vehicle in accordance with the terms of the rental agreement and to make the rented vehicle available to the Lessor for technical reviews and regular inspections. The Lessee is required to ensure that the driver has read the above listed documents and to provide to the Lessor a written statement to confirm that the driver knows the documents and will comply with these obligations. The Lessee agrees in particular to:

4.1.1 comply with the traffic laws and regulations,

4.1.2 secure the vehicle and its equipment from theft, particularly by locking the vehicle and turning on all the anti-theft and alarm devices, when leaving it, and by storing securely the car documents and keys outside the vehicle,

4.1.3. use the fuel according to the engine specifications given in the motor vehicle registration certificate and the vehicle technical documentation,

4.1.4. checking and maintaining the proper level of and and exchanging any fluids in the vehicle (engine oil, oil in the transmission, brake fluid, radiator fluid, fluid in washers, etc.)

4.1.5. check and maintain the proper condition and pressure in the tires, tire vulcanization and to repair, exchange or purchase new tires in case of a damage caused by improper use or a mechanical damage (piercing, cutting, uneven wear),

4.1.6. control operation and proper maintenance of the lights in the vehicle and to replace light bulbs,

4.1.7. exchange blades in wipers,

4.1.8. keep the vehicle clean,

4.1.9. comply with the operations manual and provisions of the warranty,

4.1.10. inspect the mileage in order to perform on time any warranty and post-warranty maintenance inspections according to the vehicle maintenance schedule and register and to inform the Lessor of the date of such inspections,

4.1.11. check validity of the technical tests and to inform the Lessor of the date of such tests,

4.1.12. have the warranty and post-warranty maintenance inspections performed on time according to the vehicle maintenance schedule and register and to have any repairs and technical tests performed, and such exclusively by repair shops designated by the Lessor and only on the territory of Poland,

4.1.13. purchase the assistance insurance for driving abroad, at their own expense, subject to the Lessor's consent for a travel abroad.

4.2. The Lessee may not:

4.2.1. use the vehicle against its intended purpose and in a manner that could contribute to excessive wear or damage, including in sports competitions, races, rallies, for driving lessons or against the regulations in force,

4.2.2. provide any transportation services for carriage of people and goods, to other vehicles, trailers or other equipment with the rented vehicle,

4.2.3. exceed the permissible carrying capacity of the vehicle or to carry more persons than permitted or to carry livestock,

4.2.4. make any modifications in the vehicle,

4.2.5. smoke in the vehicle,

4.2.6. transport any materials that are dirty, aggressive or have sharp edges or any other object that could cause corrosion, damage, destruction or contamination of any part of the vehicle,

4.2.7. sublease, loan or give the vehicle for use to any third parties on the basis of other legal relationships, without the written consent of the Lessor,

4.2.8. use the vehicle if the vehicle may pose a threat to the road safety or is in a state in which any further use of the vehicle could lead to further damage to the vehicle until such obstacles are eliminated.

4.3. The vehicle may be driven outside the territory of the Republic of Poland into any of the countries of the European Union, without the need to obtain the Lessor's consent but upon a prior written notice stating the date of departure and return, with the exception of the countries to which the entry restrictions apply (Romania and Bulgaria). The entrance to any other countries is permitted upon the prior written consent of the Lessor and the payment of an additional fee related to the need to purchase additional insurance for the vehicle. The scope of services provided by the Lessor and the Lessor's liability is limited in case of travels outside the Republic of Poland. If the Lessee goes abroad without the written consent of the Lessor, the Lessee will be charged with the full costs of the vehicle, including the cost of repairs and towing.

5. Returning the vehicle

5.1. The Lessee is obliged to timely return the vehicle at the place agreed with the Lessor; the vehicle must be complete, in a good condition, except for regular wear and tear, clean and with the same amount of fuel that was there at the release of the vehicle; all and any signs placed on the vehicle by the Lessee, including its branding, etc. must be removed from the vehicle and the paint must be restored to its original state; the Lessee and a representative of the Lessor will verify together the condition of the returned the vehicle.

5.2. The Lessee will be charged with any costs of returning the vehicle in a place other than specified in the rental agreement and outside of working hours of the Lessor according to the Price List. If the Lessee leaves the vehicle that has malfunctions or is damaged, the Lessee will be charged with any costs of towing the vehicle according to the Price List.

5.3. The term of rental can be extended only upon the consent of the Lessor. The intention to extend the term of rental should be reported to the Lessor on a working day at least 12 business hours in advance by e-mail, fax or directly at the Lessor's point of service. The Lessee may not extend the term of rental without paying the renewal fee. If the Lessee fails to obtain the Lessor's consent for the extension of the term of rental or fails to pay the renewal fee, the vehicle will be reported to the police as stolen, and the Lessee will pay the contractual penalty for each started additional day of non-contractual use of the vehicle after the term of rental according to the Price List.

5.4. **In the event the term of rental is not extended and the vehicle is not returned within 12 hours from the end of rental, the incident will be reported to the police and treated as a misappropriation of the vehicle by the Lessee.**

5.5. In the event of a delay in returning the vehicle without the consent of the Lessor, the Lessor will be entitled to collect the vehicle from any location and to charge the Lessee with all related costs.

5.6. The Lessor may terminate the rental agreement without notice if the Lessee is in breach with any provisions of any agreement executed between the parties or these Regulations, and in particular if the Lessee uses the vehicle in violation of their provisions and twice failed to make timely payments, or the delay in any payment or part thereof is more than 14 days.

5.7. In the event of termination or cancellation of the rental agreement by the Lessor, the Lessee must return vehicles no later than within 3 hours to the location specified in the rental agreement or to the nearest point of the Lessor or any other place designated by him, and to inform the Lessor of the current location of the vehicles.

5.8. In the event of termination of the rental agreement without notice by the Lessor or cancellation of the rental agreement, the Lessee must pay contractual penalty of 50% of any other fees for the rental of the vehicle.

5.9. Termination or cancellation of the rental agreement must be in writing and serviced to the other party by registered mail.

6. Maintenance, inspections, failures

6.1. Any failures, inspections, maintenance services and any other activities must be reported by the Lessee to the Claims Center at the number set forth in point 1

6.2. The Lessee must notify the Lessor of the dates of inspections and to have the warranty and post-warranty maintenance inspections performed in a timely and proper manner. The Lessee is fully liable for any irregularities in the performance of such inspections. In the event the Lessee fails to make the vehicles available for inspections or makes them available only after the deadline or with an exceeded mileage, the Lessee will be charged with full costs of such inspections, a contractual penalty according to the Price List, and full damages in case the Lessor incurs any losses due to the delayed inspection, such as the loss of warranty.

6.3. Neither the Lessee nor any of its representatives may perform or commission to perform any works on the vehicle, without the prior written or electronic (e-mail) consent of an authorized representative of Lessor, or make any representations on behalf of the Lessor, sign invoices issued by any service stations or tow the vehicle. The Lessee will be charged with any costs associated with such activities.

6.4. The above provisions do not release the Lessee from the obligation to report a claim and to participate actively in the process of settling the claim. This provision of the Regulations will also apply to any damage caused by an accident or theft of the vehicle.

6.5. The assistance service provided by the vehicle's manufacturer will not release the Lessee from the above specified obligations.

7. Damages or theft of the vehicle

7.1. In the event of an accident or theft, the Lessee is required to ensure proper notification of the damage and follow the terms of insurance, and in particular, the Lessee must:

7.1.1. **call the Police to the scene and inform the Claims Center,**

7.1.2. require the Police to prepare and issue a report (memorandum) from the scene which needs to include: a full description of the circumstances, particulars of the person who caused the accident: number of the driver's license, number of the ID card, number of the insurance policy and the name of the insurance company providing the general liability insurance; full details of witnesses and a detailed description of the events, and to obtain a written statement of the resulting losses from the party at fault, and to immediately transfer these data and statement to the Claims Center and the insurer together with a photocopy of the Lessee's driver's license and identification document,

7.1.3. return the keys, the remote control and the vehicle's documents as well as the insurance policy to the Lessor,

7.1.4. take any actions to prevent further damage, in particular to secure the vehicle and not to leave it unattended and to secure any evidence leading to identification of the party at fault,

7.1.5. immediately report the damage to the insurer and to provide the insurer with all necessary information about the event,

7.1.6. proceed according to the instructions of the Claims Center,

7.1.7. return the replacement vehicle no later than on the day following the notification of the vehicle being repaired by the service station,

7.1.8. Neither the Lessee nor any of its representatives may commission to perform any works on the vehicles, without the prior written or electronic (e-mail) consent of an authorized representative of Lessor, or make any representations on behalf of the Lessor, sign invoices issued by any service stations for any works performed.

7.2. In the event of a damage or theft of the vehicle, the Lessee will be charged with the contractual penalty as set forth in the Price List.

8. Lessor's obligations

8.1. In case of the rented vehicle's immobilization for a period longer than 24 hours, the Lessor will provide a replacement vehicle to the Lessee, as far as possible.

8.2. The Lessor is not obliged to provide a replacement vehicle in case of:

8.2.1 a loss of the registration certificate or insurance policy or keys or remote control or locking the keys or remote control inside the vehicle,

8.2.3 immobilization of the vehicle due to a lack of fuel, use of improper fuel,

8.2.4 immobilization of the rented vehicle outside the territory of the Republic of Poland,

8.2.5 mechanical damage in the tire.

9. Payments, deposits

9.1. Amounts of the daily rates and the amount of the deposit, fees for exceeding the mileage limit, additional equipment, and other charges for which the Lessee is required to pay are specified in the rental agreement, the Price List and on the Lessor's website at www.fleetbook.pl. In the case of any price changes during the term of the rental agreement, the rates as of the agreement conclusion date will be binding for the Lessee. The Lessor reserves the right to deduct any claims arising from the vehicle use by the Lessee from the paid amount of the deposit. Any unused part of the deposit will be returned without any interest.

9.2. The rent is calculated daily per each started day of the rental. The Less is obligated to pay the rent for each subsequent day in case of a delayed return of the vehicle if the delay is more than 1 hour from the agreed time. The rental fee and any additional fees are not refunded in case of an earlier return of the vehicle.

9.3. The rental fees are charged for the entire term of the rental in advance at the rate applicable on the date of the order, unless the parties agree otherwise.

9.4. The Lessee will be charged with all costs associated with bank transfers, including international transfers.

9.5. The Lessee authorizes the Lessor to issue VAT invoices without the signature of the recipient referring to any payments related to any contracts or agreements executed by the parties.

9.6. In case of any delayed payments, the Lessee will be obliged to pay contractual interest of 0.8% of the unpaid amount for each day in delay.

10. Price List and contractual penalties

10.1. In the event of occurrence of an event specified in the Price List, regardless of the amount of damage and the Lessee's fault or not, the Lessee will be obliged to pay the respective fee according to the current Price List, as enclosed hereto, to the Lessor.

10.2. If a respective damage is not listed in the Price List and it is not covered by the Lessee's insurance policy, the Lessee will reimburse the actual costs of repairing such a damage to the Lessor in full.

10.3. The Price List may be subject to modifications due to increased costs of claims as specified in the Price List, as well as due to the introduction of new charges not covered by the Lessor's pay. In the case of any price changes during the term of the rental agreement, the rates as of the agreement conclusion date will be binding for the Lessee.

10.4. If in these Regulations or in any contract or agreement executed with the Lessee, any contractual penalty or an obligation to pay fees according to the Price List is reserved to the Lessor and their amounts do not cover the damage, the Lessor may claim, in addition to the contractual penalty or any fees, any additional compensation so the full amount of the damage is covered.

11. Lessee's liability

11.1. The Lessor reserves the right to charge the Lessee with the following costs:

11.1.1 **costs of repairs and full coverage of the damage by the Lessee in case of damages arising from a failure to comply with the provisions of the rental agreement or these Regulations,**

11.1.2 costs of repairing, replacing or restoring any lost or damaged components of the vehicle, fittings, equipment and other movables and documents submitted by the Lessor to the Lessee, including: mud flaps, keys, remote controls, registration certificate, proof of insurance, license plates and other,

11.1.3 costs of damages to the interior of the vehicle, tires, rims, mirrors, wipers, antennas, permanent stains,

11.1.4 costs of restoring the vehicle to its original condition in relation to its destruction other than regular wear and tear and to making modifications in the vehicle by the Lessee,

11.1.5 costs of repairing damages caused by improper operation of a vehicle, damages not covered by the insurance policy and elimination of any other damages,

11.1.6 costs of repairing damages not reported to the insurer or reported to the insurer when the Lessor, despite reporting a damage to the insurer, will not receive/ has not received compensation from the insurance company of the party at fault or from the general liability insurance policy of the party at fault,

11.1.7 costs of any necessary activities as referred to in point 5.1., if not performed by the Lessee, where any shortages of the fuel will be supplemented by the Lessor at the fuel prices set forth in the Price List currently in force at the service station being used by Lessor,

11.1.8 costs of damages not included in the calculation of repairs, where the parties have agreed that the vehicles during the returning procedure will not be examined on a lift,

11.1.9 costs incurred by the Lessor in connection with the collection of the vehicles if the Lessee fails to return the vehicles voluntarily,

11.1.10. fees set forth in the Price List if not yet paid by the Lessee,

11.1.11. costs of damages caused by a failure to notify the Lessor on the occurrence of circumstances covered by the express or implied warranties, in particular those related to the loss of the express or implied warranties in this respect.

11.2. The amount of damages, costs of repairs and settlement of claims, as well as prices of spare parts are calculated based on the calculations made in Audatex, Eurotax or any other similar program at their rates of man-hours and on the prices in force at the vehicle's authorized dealer. The damages set forth in the Price List are accounted for in the amount specified in the Price List without the need for any additional costs evaluations.

11.3. The Lessee will be charged with any costs specified in these Regulations and in the rental agreement immediately upon the return of the vehicle by the Lessee or upon receipt of the insurer's refusal to pay compensation, whereas in respect of any hidden damages the costs may be charged to the Lessee on a later date.

11.4. The rented vehicles are covered by the standard general liability insurance and comprehensive motor insurance. The insurance does not cover all damages and, therefore, the Lessee and the driver are required to read the insurance policy and the general terms and conditions of the insurance.

12. Final provisions

12.1. The Lessor will not be liable if the Lessee can not use the vehicle because of the registration and driving permit procedures, due to technical tests performance, etc.. or due to failures, damages, accidents or collisions, unless the inability to use the vehicle is due to the willful misconduct of the Lessor.

12.2. The Lessee agrees to recordings of telephone conversations in order to ensure security of the transactions performed on the basis of these Regulations and the rental agreement.

12.3. The Lessor's points of rental are open:
on working days Monday through Friday from 09:00 to 18:00.

12.5. All and any disputes arising from the rental agreement shall be settled by a court of jurisdiction for the Lessor's seat.

Enclosures:
The following Schedules are an integral part of these Regulations:
Schedule no. 1 – Vehicle Order form (rental agreement)
Schedule no. 2 – Vehicle Acceptance Report
Schedule no. 3 – Price List

Schedule no. 3: Price List		
	Event/Service	Related fee - contractual penalty
1.	Absence of registration certificate, insurance policy, registration plates or a sticker on the windshield	PLN 300.00 net
2.	Absence of technical documents of the vehicle (operations manual, service book)	PLN 200.00 net
3.	Absence of or damage to a key without the remote central locking	PLN 180.00 net
4.	Absence of or damage to a key with the remote central locking	PLN 475.00 net
5.	Absence of or damage to the alarm remote control	PLN 185.00 net
6.	Absence of the original rim	PLN 90.00 net
7.	Absence of a non-original rim	PLN 20.00 net
8.	Absence of a radio panel	PLN 320.00 net
9.	Absence of the vehicle equipment or part not included in the price list	Fee at the manufacturer's price list + 25%
10.	Loss of the warranty for the vehicle due to the user's fault	PLN 2400.00 net
11.	Supplementing of missing fuel	Fee at the BP Express price list + 30%
12.	Giving the vehicle for use to a person who is not entitled to drive	PLN 200.00 net
13.	Towing of another vehicle by the rented vehicle	PLN 200.00 net
14.	Smoking in the vehicle	PLN 300.00 net
15.	Carrying animals in the vehicle	PLN 300.00 net
16.	Driving the vehicle outside Poland without the Lessor's consent	PLN 120.00 net for each day the vehicle is outside Poland
17.	Delay in returning the vehicle	Twice the daily rental rate for each day in delay
18.	Costs of the vehicle repair (body and paint, mechanical repairs, upholstery washing, chassis cleaning, spare parts, equipment)	Cost of the service or part + 25%
19.	Operating fee for any damage which occurred during the rental period and is charged against the comprehensive motor insurance policy	PLN 813.01 net
20.	Returning a dirtry vehicle	PLN 40.65 net

DECLARATION OF THE LESSEE AND DRIVER

I hereby confirm that I have read and understood these Regulations and the Price List and I confirm to have received a copy of these Regulations and the Price List and I agree to comply with them.

VEHICLE'S LESSEE _____

LESSOR _____