



# General Terms and Conditions of car rental or car use

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1. These General Terms and Conditions of car rental or car use define the terms and conditions of use of the car, hereinafter referred to as the Vehicle.

The Lessor - Kangoor Grzegorz Markunas NIP 7393444305 with its registered office in Olsztyn at ul. Grunwaldzka 30 unit 6

The Lessee - a natural person

User - a person authorized by the Lessor to drive the Vehicle.

This agreement can be signed by the User provided that they are authorized to be represented by the Lessor

2. The Lessor and the User guarantee that:

a) personal data given by them is accurate and they have full capacity to perform acts in law,

b) the driver possesses the necessary licences to drive the Vehicle and, in particular, is not deprived of those licenses by the decision of a competent authority, and there are no proceedings pending against him which could lead to the withdrawal of those licenses

c) The Lessor and the User are jointly and severally liable for the rented Vehicle

3. Terms:

a) holding a driving license for one year

b) aged twenty-three and upwards

c) presentation of a payment card, two identity documents,

d) NIP (Tax Identification Number), REGON (National Business Registry Number), Entry into the Business Activity Register, 2 identity documents

4. Payment:

a) by payment card or by bank transfer in advance for a minimum of 1 month or the rental period declared in the agreement. Additionally, a deposit of PLN 1000 to settle on the second business day after the return of the Vehicle. The deposit shall be returned to the account indicated by the Lessor; however, not earlier than the day of full payment for the rental subject, unless provided otherwise by the agreement, but in the event of any damage of the Vehicle, the deposit shall be retained until settlement of the claim,

b) all the prices in this vehicle rental agreement are in PLN

c) the shortest rental period is 5 hours, for the delayed return of the rented Vehicle, due to reasons attributable to the Lessee or the User up to 5 hours, an additional fee shall be charged in the amount of PLN 36,9 for each commenced hour of delay. More than 5 hours shall be charged as a full day of rental lasting a full 24 hours,

d) on the day of the Vehicle return the Lessee or the User is obliged to pay any other charges resulting from the provisions of the agreement,

e) the dates of payment are the final dates of the receipts in the bank account of the Lessor, whereas in the event of card payment the final date is considered as the payment date,

f) Information on the outstanding liabilities shall be forwarded to the National Debt Register of the Economic Information Bureau SA pursuant to the Act of 9th April 2010 on sharing business information and exchanging business data.

5. PayByLink:

a) After making a phone reservation, the consultant shall send the link to the payment form. After completing the form, the client shall pay the reservation fee using the platform Przelewy24

b) The reservation fee is an advance payment for the rental costs

c) The client can cancel the collection of a reserved Vehicle by phone informing the Lessor about withdrawal from the agreement. If there is less than 48 hours from the moment of submitting the withdrawal to the agreed date of the collection of the Vehicle, the reservation fee is non-refundable. If at least 48 hours remain from the moment of the withdrawal from the agreement to the agreed date of the collection of the Vehicle, the Lessor shall refund the entire reservation fee to the client's bank account,

6. The current price list of the rental can be found at [www.kangoor.pl](http://www.kangoor.pl) or from the rental staff. In special cases, the parties may agree on other terms, forms, and dates of payment.

7. Duration of the agreement:

a) The agreement is concluded for a limited time, each time indicated therein as the time of delivery and scheduled return of the Vehicle which may only be extended with the prior consent of the Lessor, if the Lessee or the User requests an extension of the agreement, no later than on the penultimate day of its duration.

b) In the event of a serious mechanical breakdown of the Vehicle, the Lessor has the right to terminate the agreement on the date of receipt of the damaged Vehicle. In this case, the agreement is settled pro rata for the used rental days.

c) The Lessor has the right to inspect the technical condition of the Vehicle one time per month. In the event of a refusal to show the Vehicle or discovery during the inspection of any serious damage not reported by the Lessee, the Lessor has the right to collect the Vehicle.

8. In the event of the Vehicle not being returned within the deadline, the Lessee or the User is obliged to pay the rent charge according to the rates without mileage limit pursuant to the accepted price list which is mentioned in item 6, for each commenced day of rental outside the period specified in the agreement plus a contractual penalty calculated pursuant to item 15d.

9. Collection of the Vehicle:

a) The Lessee or the User receives the Vehicle described in the agreement in a good and clean condition,

b) The Lessee or the User confirms that the Vehicle put into service is in a condition for proper use.

10. The Lessee or the User is obliged to the following terms:

a) The Vehicle can be driven by a person that fulfills the requirements specified in items 2b, 3a and 3b of the Regulations, by a person listed in the agreement in "USER DATA" or by a person with written consent to drive the Vehicle from the Lessor. The rented Vehicle cannot be subleased or transferred for use by third parties without the prior written consent of the Lessor. The Vehicle cannot be handed over by the Lessee to a person not listed as the driver in the agreement.

b) to use the Vehicle in accordance with its intended purpose and rules of proper operation, as well as with the conditions of the concluded agreement,

c) not to leave the documents inside the Vehicle,

d) during the use of the Vehicle to take care of the technical condition, perform day-to-day care and maintenance, if necessary, to refuel, to refill AdBlue, oils, fluids, light bulbs, tire pressure, as well as to repair damaged wheels, etc. at the Vehicle User's expense,

e) get acquainted with the expiry date of the insurance policy attached to vehicle registration card and, if necessary in advance, request the Lessor to update it,

f) not to make any repairs or alterations to the Vehicle without the written consent of the Lessor, and to notify them immediately in the event of a failure, the emergency number 24/7 SOS hotline is available at +48 513 538 598

g) In the event of damage, destruction or theft of the Vehicle and refusal of the insurer to cover this damage under the insurance policy, to pay appropriate compensation within 14 days from the date of receiving a request from the Lessor. This applies to situations where the insurer's refusal is the result of failure to perform or improper performance of the agreement by the Lessee. Any disputes shall be settled in court.

h) in the event of damage to the Vehicle (without violating other points of the terms and conditions), to pay the costs of the deductible in the amount of PLN 3000 maximum for each case of damage (does not apply to damages liquidated under the perpetrator's liability insurance or in an insured guarded parking lot or those in which the Lessee clearly proves that had no influence on the circumstances of the damage). The Lessee is obliged to immediately report each of the claims separately immediately after its occurrence.

i) in the event of damage of the Vehicle in violation of the regulations, to pay the costs on the basis of estimated repair cost and the loss of value made by an appraiser appointed by the Lessor within 14 days from the date of the request and a lump sum of PLN 400 for the cost of the valuation

j) in the event of damage or destruction of the rented Vehicle, to notify the police at the scene of the incident in order to prepare an appropriate report on the circumstances of the incident, in such case the Lessee or the User must immediately notify the Lessor about the incident and inform them about the circumstances and any witnesses of the incident. If the Lessee is responsible for the damage and they have flagrantly breached the conditions of the agreement, they shall bear the cost of PLN 2,50 for each kilometre driven by the recovery vehicle. In such case the Lessor has the right to terminate the agreement with immediate effect, and the rent and deposit paid by the Lessee are forfeited to the Lessor. Documents related to the damage should be immediately sent to [szkody@kangoor.pl](mailto:szkody@kangoor.pl), and the original versions should be delivered to the nearest branch.

k) to bear all the costs arising as a result of the use of the rented Vehicle under the influence of alcohol or drugs, and of making the Vehicle available to third parties, stopover in pay-zones or unauthorized zones, etc.

l) to fully cover the reduction of compensation if during the investigation of the circumstances of the damage it is found that the driver exceeded the speed limit in the particular area,

m) in the event of theft or misappropriation of the Vehicle together with documents or keys, cover the costs of its loss in full, this also applies to cases where the client had consent to sublease the Vehicle. The Lessor's AC policy does not cover misappropriation. Sublease, even when consent is obtained, is at the risk and responsibility of the Lessee with whom we have an agreement.

n) in the event of theft of the Vehicle, immediately hand over the documents and keys to the police and cover the costs of the deductible in the lump sum of PLN 1,000 for small cars, 2,000 for middle cars and 3,000 for another cars (classification according to the price list),

o) do not wash the Vehicle in mechanical car washes, do not clean or polish the dashboard with chemicals, etc.,

p) in the case of a longer stop, in particular an overnight stay, park the rented Vehicle, if possible, in a guarded car park or in a place preventing its theft or damage.

r) The Vehicle can be used on the territory of the Republic of Poland. Separate, written consent of the Lessor is required for a foreign trip. In the absence of this consent and in the case of breakdown of the Vehicle abroad, the Lessee is obliged to immediately transport the Vehicle to the Lessor's premises on a recovery vehicle, at his own expense. In the case of transport using a KANGOOR recovery vehicle, a fee of PLN 2.5 is charged for each kilometre travelled, counted in both directions.

s) Taking the rented Vehicle outside the border of the Republic of Poland is absolutely forbidden to countries that are not members of the European Union, in particular to: Belarus, Bosnia and Herzegovina, Kosovo, Macedonia, Moldova, Russia, Serbia, Turkey, Ukraine. Basic insurance does not apply in these countries. All costs related to the breakdown or damage to the Vehicle transported to these countries are fully borne by the Lessee. The Lessee shall also bear the cost of transporting the Vehicle to the place where it was rented in Poland. Romania and Bulgaria - the Vehicle may be parked only in a guarded parking lot.

t) Appear at the nearest KANGOOR branch for scheduled services, including tire, oil and brake pads replacement. Signal the need for service in advance and immediately after detecting a defect.

11. An absolute ban on smoking in the rented Vehicle is hereby established (under pain of the contractual penalty referred to in point 15a).

12. The Lessor is not responsible for the violation by the driver of the Vehicle of traffic regulations, paid parking, etc., and for fines imposed in this respect.

a) In particular, the Lessor is not responsible for the violation of customs regulations by the driver. In the event of smuggling of illegal items, the agreement is terminated immediately.

b) If the Lessor is charged for the Lessee's violation of the regulations, the Lessor shall charge the Lessee with all the resulting costs.

13. The Lessee, if possible, may leave his vehicle on the premises belonging to the Lessor. The car park is unguarded and the Lessor is not responsible for the abovementioned vehicle and items left in it. Parking is free for the entire duration of the rental period. After the end of the rental period, the car park is charged at 40 PLN/day.

a) in the event of a delay in the payment of any of the fees, in particular in the event of failure to pay in advance for the next rental period, the Lessee or the User agrees to pay the statutory maximum interest for the delay, and the Lessor may cut off the ignition in the Vehicle without prior notice.

b) if the Lessee or the User has concluded more than one rental agreement with the Lessor, a delay in payment of any of the fees entitles the Lessor to cut off the ignition in all rented vehicles.

c) if the overdue payments are credited to the Lessor's account within 24 hours or within an additional period set by the Lessor, the ignition shall be restored. In other cases, the rental agreement is automatically terminated, and the Lessee and the User are obliged to return the Vehicle immediately. The Lessor has the right to demand payment of compensation for termination of the agreement in the amount of PLN 100 for each day the rental period is shortened. d) The Lessee or the User authorizes the Lessor, in the event of termination of this rental agreement and failure to return the Vehicle on time, to collect the Vehicle by the Lessor, including through authorized third parties, at the expense of the Lessee or User. e) If the Lessee uses the Vehicle in a manner contrary to the agreement or its intended purpose and, despite a warning, does not desist from using it in such a way, or if the Vehicle is neglected to such an extent that it is exposed to loss or damage, the Lessor may terminate the lease without notice.

f) If the Lessee jams, turns off or causes a lack of coverage of the Vehicle's GPS system (documented in the GPS operator's monitoring system) and turns off their telephone or does not answer calls - the anti-theft procedure shall be initiated and the fees described in points 15ag 15ah 15ai 15aj shall be charged

15. Contractual penalties (does not apply to damages liquidated from the perpetrator's liability insurance or in an insured guarded car park):

a) For non-compliance with the smoking ban in the leased Vehicle, the penalty is PLN 500, -

b) For using the Vehicle contrary to its intended use (for example: transport of goods by passenger car, towing other vehicles, etc.) in the amount of PLN 1,000, -

c) For the disassembly of parts or equipment in the leased Vehicle, or making alterations or changes without the consent of the Lessor PLN 2,000, -

d) For non-contractual use, the penalty is PLN 600 for each day of using the Vehicle and shall be charged additionally to each rental payment referred to in point 8. If the Vehicle is not returned within the time limit specified in the rental agreement, for other reasons, the Lessor has the right to charge a contractual penalty of PLN 400 for each commenced day of delay in returning the Vehicle. The date of return is considered to be the moment the Vehicle reaches the Lessor's branch.

e) Causing traffic damage: PLN 200 for the loss adjustment process in the case of damages reported in writing to the Lessor, PLN 1,000 for the loss adjustment process not reported in writing to the Lessor, PLN 5,000 for the loss adjustment process in the event of obstacles on the part of the Lessee, in particular failure to send the Lessor the required statements regarding the circumstances of the damage, police notes, etc.

f) For the loss of the warranty for the Vehicle as a result of circumstances attributable to the Lessee or the User PLN 2,500, -

g) For each day the vehicle rental period is shortened, the Lessee or Lessor shall pay PLN 30 (pays the party to the contract for whose fault the lease was shortened)

h) No key - The Lessee shall pay the cost of making an original key at the ASO (authorised service centre)

i) Radio panel missing or damaged PLN 400

j) Lack of Vehicle documents PLN 200

k) Lack of insurance policy or registration plate (per item) or registration sticker on the windshield - PLN 200

l) Return of the Vehicle in dirty condition if it was issued in clean condition PLN 40; tarpaulin and container PLN 60; upholstery cleaning PLN 200 vans, PLN 400 passenger cars

m) Lack or damage to an original hubcap PLN 80/pc

n) Lack or damage to a non-original hubcap PLN 40/pc

o) Making the Vehicle available to an unauthorised person PLN 1,000

p) Making the Vehicle available to an unauthorised person with a driving license of less than 1 year PLN 3,000

r) Making the Vehicle available to an unauthorised person under 23 years of age PLN 3,000

s) Making the Vehicle available to an unauthorised person without a driving license PLN 3,000

t) Withholding of the registration certificate by the state authorities due to the fault of the Lessee PLN 3,000

u) Response to an inquiry from the Municipal Guard, City Guard, Police, Customs Office, Road Transport Inspection and other authorised Services and Offices - PLN 50

w) For an undeclared trip abroad - PLN 500, For an attempt to cross the border of the European Union PLN 3,000, For a trip outside the European Union PLN 10,000

x) Damage to panels in the container - PLN 1000/panel; Extensive damage to the tarpaulin - PLN 3000; Minor cuts and tearing of the tarpaulin - PLN 1000

y) Transport of animals PLN 500

z) Damage to the glass PLN 1,500

aa) Refuelling the Vehicle with the wrong type of fuel - PLN 2,000

ab) Ignition cut-off PLN 100

ac) Issuance of a request for payment after the invoice or debit note payment deadline is exceeded PLN 61.50

ad) Transportation of illegal immigrants or people smuggling or transport of people without residence documents in the territory of the European Union or transport of people in the loading space - PLN 10,000

ae) For failure to call the police to the place of damage, incident or traffic damage PLN 10,000.

af) Jamming the GPS signal PLN 10,000

ag) Visiting the Lessee's place of residence related to the Lessee's failure to answer or turning off their telephone and the loss of the Vehicle's GPS signal PLN 3,000

ah) Collecting the Vehicle due to the Lessee's failure to answer or turning off their telephone and the loss of the Vehicle's GPS signal PLN 3,000 + PLN 2.50 for each kilometre driven by the recovery vehicle/intervention crew

ai) Reporting an attempted theft/misappropriation to the police - administrative fee PLN 200

aj) Overloading the Vehicle by more than 200 kg - PLN 2,000

16. Contractual penalties shall be charged with a DEBIT NOTE. Debit notes issued on the basis of the concluded agreement have a payment period of 7 days. After this date, they shall be subject to enforcement on the same terms as invoices issued for the sale of goods and services

17. The payment of the contractual penalties provided for in these General Terms and Conditions of Car Rental does not preclude the claim for damages on general terms.

18. Returning the Vehicle:

a) The Lessee or the User is obliged to return the Vehicle by the time and on the day specified in the agreement, after prior confirmation by telephone or agreeing on the place of return, at least 1 hour earlier, in a clean and non-deteriorated condition, together with the documents and equipment issued with it, as well as the condition of fuel as at consistent with the state documented in the Handover Report. The cost of fuel used during the rental period shall be covered by the Lessee. The Vehicle shall be handed over with the condition of the tank specified in the Vehicle Handover Report. Any doubts as to the fuel level should be reported by the Lessee within 5 km from the start of driving, otherwise complaints shall not be considered. When returning the Vehicle, the Lessee should refuel the Vehicle to the condition from the moment of delivery, otherwise the Lessee shall pay PLN 9 for each missing litre + PLN 30. The Lessee should refill Adblue.

b) if the condition of the returned Vehicle does not correspond to normal use, the Lessee or the User shall pay the Lessor compensation equivalent to the damage suffered by the Lessor.

19. Failure to return the Vehicle within the prescribed period shall be considered as misappropriation and shall be reported to the appropriate authorities, resulting in legal consequences.

20. Any changes to the agreement require a written form in the form of an annex to be valid.

21. Mileage Limits:

a) There is a limit of 200 km per day, but only for a rental period of up to a week. When this limit is exceeded, a surcharge of PLN 0.49 per km shall be charged. Increasing the limit shall take place only with the Lessor's written consent. The "unlimited mileage" option is available with the rental rate increased according to the price list, with the written consent of the Lessor.

b) Mileage limits for agreements longer than 30 days are determined individually. The exceeding of the limits shall be billed on a monthly basis.

22. ADDITIONAL CHARGES:

Additional activities shall be performed only with the Lessor's written consent.

a) Issue of the Vehicle outside working hours - service fee PLN 61.50

Issue of the Vehicle on a public holiday - service fee PLN 123

b) Returning the Vehicle outside working hours - service fee PLN 61.50

Returning the Vehicle on a public holiday - service fee PLN 123

c) Returning the Vehicle in another branch PLN 492

d) Germany, Czech Republic, Slovakia, Luxembourg, Denmark: PLN 123/month. Austria, Belgium, Slovenia, Switzerland, Liechtenstein, Italy, France, Croatia, Netherlands, Estonia, Lithuania, Latvia: PLN 369/mo. Spain, Portugal, Andorra, Finland, Norway, Sweden, Albania, Montenegro, Greece - PLN 615/month. Bulgaria, Hungary, Romania - PLN 861/month. Mallorca, Minorca, Canary Islands, Corsica, Sardinia, Sicily, Malta - 2000 PLN/month. UK, Ireland: PLN 2,000/month + PLN 2,000 rental deposit - permission to travel abroad: Great Britain, Ireland and the Netherlands is valid for 30 days. Extension of consent for another month is possible only after payment of another fee in advance. In the case of a trip abroad to Hungary, we charge a deposit of PLN 5,000

e) Delivery or collection of the Vehicle in other places PLN 2.50/km, counted both ways

f) GPS navigation PLN 50/rental period

23. Lessor's liability:

a) The Lessor is responsible to the Lessee for handing over the Vehicle in a usable condition and maintaining it in such a condition throughout the duration of the rental. If the Lessor fails to fulfil this obligation, the Lessee may demand a reduction of the agreed rental payment or, in gross cases, terminate the agreement without notice.

b) Complaints shall be dealt with within 14 days. They should be submitted in writing to the Lessor's office or by e-mail to BOK@kangoor.pl

c) The Lessor is responsible for damage/spoilage of goods as a result of failure of a refrigeration unit or refrigerated Vehicle up to the amount of 1-day's rental fee.

d) The Lessor is responsible for the consequences of a vehicle breakdown up to the amount of 1-day's rental fee.

e) The Lessor provides replacement vehicles in the event of a breakdown only on the territory of Poland. Providing replacement vehicles, depending on the location, may take up to 36 hours..The Lessor does not provide replacement vehicles if the vehicle is used by the Lessee as part of his business activity.

24. In disputes not covered by the provisions of this agreement, the provisions of the Civil Code shall apply.

25. The Agreement together with the Terms and Conditions has been drawn up in 2 identical copies, of which 1 for the Lessor and 1 for the Lessee or User.

26 On the basis of the car rental agreement, the Lessor shall provide the Lessee with a radio that is an integral part of the Vehicle, free-of-charge.

27. The Lessee agrees to the sending of invoices, duplicates of these invoices and their corrections, debit notes and information on fines, in electronic form

28. If the vehicle is used for commercial or business purposes, any court disputes shall be considered by the courts in Olsztyn or the e-court in Lublin

29. I consider these General Terms and Conditions, constituting an integral part of the inseparable Car Rental Agreement, as read and accept their content by signing the General Terms and Conditions

of Rental and Use of the Vehicle. I have read page 1 and page 2 of the general terms and conditions for the rental or use of the Vehicle.