

CARAVAN RENTAL REGULATIONS

Of Fabryka Przyczep Niewiadów sp. z o.o. [Polish limited liability company]

I. GENERAL PROVISIONS.

1. Fabryka Przyczep Niewiadów sp. z o.o. [Polish limited liability company] based in Warsaw at Sarmacka 19, premises 172 - hereinafter referred to as the Rental Company – operates a caravan rental, in which it rents caravans to an external entity, hereinafter referred to as the Renter. These Regulations set out the terms and conditions under which rental agreements are concluded.
2. In matters not regulated by these Regulations, the provisions of generally applicable Polish law shall apply.

II. RENTAL AGREEMENT. ISSUING A CARAVAN.

1. The Rental Company provides the Renter with a caravan on the basis of a rental agreement concluded with him in writing, for the period specified in it and under the terms of these Regulations. The Regulations are an attachment to the rental agreement.
2. The rental agreement specifies in particular:
 - a. caravan's registration number, its model and list of equipment;
 - b. the number of the insurance policy with the name of the insurer and the telephone number to call in case of an accident;
 - c. Renter's name and surname, address of residence, Personal ID Number and a telephone number at which they will be available during the rental period; in case of several Renters, these data in the agreement shall be given for each of them;
 - d. numbers and dates of issue of the documents referred to in paragraph 5;
 - e. the period for which the agreement is concluded.
3. The Rental Company provides the Renter with the caravan on the day of conclusion of the rental agreement and prepares in the Renter's presence photographic documentation and a Caravan

Handover Protocol, which is an attachment to these Regulations. Conclusion of the agreement is synonymous with the Renter's confirmation of the completion of the activities referred to in paragraph 8, collection of an operable caravan with properly functioning equipment and a set of keys. If the caravan is to be used outside the borders of the Republic of Poland, the Rental Company, together with the caravan, shall also issue its registration certificate and record it in the rental agreement.

4. If, prior to the conclusion of the agreement, the Renter finds defects in the equipment which, in his opinion, do not affect the intended use of the caravan, this fact is recorded in the Caravan Handover Protocol.
5. The Renter can only be an individual who is at least 25 years old, has had a category B driver's license for at least 3 years and has a valid identity document (ID card or passport). The term of validity of the documents referred to in the preceding sentence may not end during the period for which the contract was concluded.
6. The driver of the vehicle pulling the caravan can only be the Renter. If the vehicle pulling the caravan will be driven by more than one driver, each of them must be named as a Renter. In this case, a single rental agreement is concluded, where all drivers are designated as Renter. The provisions of paragraph 5 shall apply accordingly to each of them.
7. Before concluding the rental agreement, the Renter is obliged to present the Rental Company the documents confirming compliance with the requirements referred to in paragraph 5. On their basis the Rental Company records the Renter's information in the rental agreement.
8. Before the handover of the caravan, the Rental Company instructs the Renter, and when there's more than one, each one of them, with the Caravan User's Manual, and gives instructions as to how to hitch and unhitch the caravan and how to use it. Instructions on the use of household appliances installed in the caravan are issued with it.
9. The Rental Company reserves the right to introduce minimum periods for which it concludes rental agreements. Said periods are indicated each time in the current price list.
10. The Rental Company states that due to the terms of the concluded insurance agreements, it can refuse to conclude a rental agreement in situations where the Renter will use the caravan in countries in which the insurer does not provide coverage. In the rental agreement, the Renter makes a statement that they will not use the caravan in the countries indicated in it.
11. Conclusion of the rental agreement and handover of the caravan takes place in Tomaszów Mazowiecki, Piaskowa Street, from 8:00 a.m. to 2:00 p.m.

III. INSURANCE. TERMS OF LIABILITY.

1. Caravans that are the subject of the rental are insured with general liability insurance and comprehensive insurance (AC). The insurance does not cover damage to the property of the Rental Company and other persons using the caravan.
2. Damages to the Rental Company's property caused during the performance of the agreement in accordance with these Regulations will be covered by the insurer, subject to paragraphs 3 to 5.
3. Regardless of the insurance contracts concluded and the provisions of Section VII, the Renter is liable in full for damage caused:
 - a. due to willful misconduct or gross negligence, especially driving the vehicle towing the caravan in the state of intoxication or under the influence of other intoxicants of similar effect, where the level of substances in the exhaled air or blood on the basis of which it is considered whether the driver was in a state of intoxication or acted under the influence of other intoxicants of similar effect, is determined on the basis of the regulations in force in Poland, unless the regulations in force in the country where the damage occurs determine this level lower;
 - b. in case in which the insurer, due to the circumstances of the event caused by the fault of the Renter, refused to pay compensation to the Rental Company under the policies listed in paragraph 1;
 - c. in a situation, when the driver of the vehicle towing the caravan was not the Renter;
 - d. as a result of theft of the caravan, in a situation when the Renter does not have its registration certificate (if issued with the caravan) or keys;
 - e. as a result of failure to comply with applicable traffic regulations;
 - f. in connection with violation of the provisions of Section IV;
 - g. on the territory of the countries referred to in Section II, paragraph 10.
4. In case when the rental agreement is concluded with several Renters they will be jointly liable for the damage. The Rental Company has the right to choose which Renter will cover the damage in full.
5. The liability for the property left in the caravan, owned by the Renter or other people using the caravan, and for damages to this property, is on the Renter and those people. The Rental Company is not liable for damages to this property.

6. The Renter agrees to the fact, that the Rental Company, at the request of authorized authorities, in particular the Police, will provide information on the personal data of the Renter(s) of the caravan, if the disclosure of such data is related to violating the law during rental period, in particular traffic regulations. This consent is also valid for the period after the end of the contract.

IV. CONTRACT EXECUTION.

1. It is forbidden to:
 - a. sublease the caravans;
 - b. use caravans for commercial purposes, to participate in automotive events or tests;
 - c. perform the contract in areas affected by riots, military actions, state of natural disasters or other disturbances of socio-political life, except when the Renter was in such areas before the occurrence of these situations and leaves these areas;
 - d. smoke tobacco or other similar substances, including e-cigarettes in the caravan;
 - e. transport cargo in the caravan, i.e. things that are not its equipment located in it at the time of the handover;
 - f. make changes or alterations.
2. The Renter is obliged to:
 - a. use the caravan and the equipment installed in it in accordance with its intended use and the corresponding instructions referred to in Section II, paragraph 8;
 - b. properly secure the caravan against theft, damage or destruction, in particular to use the installed locks and interlocks if the caravan is left unattended;
 - c. ongoing inspection of the technical condition of the caravan in the context of its safe use.

V. PROCEEDING IN CASE OF COLLISION, DAMAGE OR FAILURE.

1. 1) In the event of traffic collision, theft or burglary of the caravan, the Renter or other people using the caravan are obliged to:
 - a. immediately notify the Police and obtain from them a document indicating the details of the perpetrator of the collision together with the details of his liability insurance policy or the circumstances under which the fact of theft or burglary was established together with an indication of the type of damage;
 - b. establish data of possible witnesses to the incident or the circumstances to which the fact of the theft or burglary was established;

- c. immediately notify the insurer of the incident via the telephone number indicated in the rental agreement and determine the number under which the insurer recorded the reported incident;
 - d. take a photograph of the Police document confirming the seizure of the registration certificate, if such seizure occurred;
 - e. prepare a photographic documentation of the caravan on which all the damage is visible, both outside and inside the caravan;
 - f. immediately inform the Rental Company and send it the data mentioned above along with the photographic documentation to the phone number specified in the rental agreement, from 8:00 a.m. to 3:00 p.m..
2. The original documentation mentioned in the paragraph above and any other documentation produced by the state authorities relating to the event shall be delivered by the Renter or the persons using the caravan in connection with the conclusion of the rental agreement to the Rental Company in person to the location where the caravan was issued to the Renter, no later than the last day of the rental agreement. If this obligation is not fulfilled, Section VII, paragraph 5 shall apply.

VI. RESERVATION. TERMS OF PAYMENT.

1. Prior to the conclusion of the rental agreement, the Rental Company enables the reservation of the selected caravan model for the period in which the person making the reservation intends to conclude the rental agreement. The reservation means that the Rental Company promises, subject to the following paragraphs, not to accept any further reservations concerning the caravan indicated in the application form, for the period indicated in it and not to conclude a rental agreement for this caravan during the period indicated in the reservation.
2. Reservations are made by sending an order to the e-mail address: wypożyczalnia@niewiadow.pl, in which one indicates the name and surname of person making the reservation, the reservation date and the selected caravan model. After receiving the order, the Rental Company sends information on the initial reservation of the date to the e-mail address from which the order was received, together with the bank account number for the payment of the reservation fee referred to in paragraph 3.
3. The condition for making a reservation is the payment of a reservation fee amounting to 30% of the rent due for the duration of the reservation. The reservation fee must be paid within 3 working

days from the date when the Rental Company sends an e-mail information on the initial reservation referred to in paragraph 2, entering the name and surname of the person making the reservation, the reservation date and the model of the caravan being reserved in the transfer title. In the event of the lack of payment of the reservation fee within the indicated deadline, the Rental Company shall consider the reservation cancelled.

4. The rent due for the duration of the reservation is calculated by multiplying the number of calendar days of the reservation and the rental rate resulting from the price list, taking into account the season in which the reservation is made. If a rental agreement is concluded, the reservation fee shall be credited towards the rent.
5. Within 3 working days of the reservation fee being credited to the bank account, the Rental Company shall confirm the reservation to the e-mail address specified in paragraph 2.
6. The person making the reservation is obliged to pay a down payment for the conclusion of the rental agreement in the amount of 50% of the rent due for the duration of the reservation to the bank account to which the reservation fee was paid, no later than 30 calendar days before the reserved caravan rental date. The bank transfer order must state the data which were used to pay the reservation fee. The date on which the bank account is credited is considered the date of the down payment. The down payment will be credited towards the rent on the day the rental agreement is signed.
7. In the event of no down payment being paid, the Rental Company will consider the reservation to have been cancelled. The reservation fee paid is non-refundable.
8. The remaining part of the rent, the Rental Company accepts in cash or by credit card on the day of conclusion of the rental agreement.
9. If the reservation process referred to in paragraph 2 is initiated less than 30 days before the first day of the reservation period, the reservation fee referred to in paragraph 3 shall be 80% of the rent. The provisions of paragraph 6 shall not apply.
10. A change of reservation date is only possible with the approval of the Rental Company if no other caravan reservation has already been made for the new indicated date.
11. In the event that a rental agreement is not concluded, the reservation fee and down payment shall not be refunded, unless the agreement is not concluded due to the fault of the Rental Company. The lack of consent for the change of the reservation date referred to in paragraph 10 does not mean that the rental agreement is not concluded due to the fault of the Rental Company.
12. The Renter agrees to have printouts from the cash register confirming payment sent to him electronically to the email address from which he made the reservation.

VII. DEPOSIT.

1. The Rental Company, in order to secure the costs related to possible restoration of the caravan to its condition from before the conclusion of the agreement or to cover the contractual penalty or the handling fee, charges a deposit of 500 €, payable in cash on the day of concluding the rental agreement.
2. The deposit is firstly credited towards the liability indicated in Section III, paragraph 3, towards the contractual penalty and towards the handling fee.
3. Secondly, the deposit is credited:
 - a. 500 € or the remaining balance not collected for the handling fee, to cover damage caused by smoking tobacco or other similar substances in the caravan;
 - b. 500 € or the remaining balance not collected for the handling fee, to cover damage related to the theft or total loss of the caravan, if the insurer has refused to pay the claim on the grounds that the circumstances arose through the fault of the Renter.
4. Thirdly, the deposit is credited:
 - a. in the amount of 25 €, for costs due to mechanical damage to the shower hose, mechanical damage or loss of the electric kettle, entrance step, 230V power cable or crank for the props included in the caravan equipment;
 - b. in the amount of 50 €, for costs arising from lost keys, damage due to broken furniture handles, broken furniture door, incomplete plates, cups or cutlery from the caravan's equipment;
 - c. in the amount of 70 €, for costs due to mechanical damage to the water tank or water pump and lose or damage to the gas cylinder;
 - d. in the amount of 100 €, for costs arising from lost registration certificate, registration plate, lost spare wheel, stained interior upholstery, lost or damaged interior ladder, mechanical damage of the roof window, side windows or battery;
 - e. in the amount of 100 €, for costs due to returning the caravan in the condition requiring cleaning;
 - f. in the amount of 115 €, for costs due to returning the caravan with unemptied toilet tank;
 - g. in the amount of 140 €, for costs due to mechanical damage to the roller blinds, interior mosquito nets or the toilet cassette;

- h. in the amount of 500 €, for costs due to mechanical damage to the refrigerator, heating system, air conditioning, toilet, washbasin, shower base, boiler, sink or stove.
5. The Renting Company is also entitled to credit the deposit for any other damage caused in the rental period or due to breaches of contract indicated in Section IV paragraph 1.
 6. Should the deposit not cover all of the Rental Company's claims, the Renter is liable for the full amount not covered by the deposit. The amount of the damage is to be specified by the Rental Company in writing and then delivered to all the Renters. The Rental Company also specifies the term and method of payment in the letter. The provision of Section III paragraph 4 is applied accordingly.
 7. As long as the circumstances mentioned in paragraphs 2 to 6 do not occur, the Rental Company will return the deposit to the Renter on the day the caravan is returned. Where the agreement has been concluded with several Renters, the Rental Company returns the deposit to the Renter who appeared for the return of the caravan, or, if all the Renters appear, to one of them at their own choice. The return of the deposit to one of the Renters, releases the Rental Company from the claims of the other Renters for the return of the deposit.
 8. In the case of the occurrence of the circumstances mentioned in paragraph 3, letter a, or paragraphs 4 to 6, the Rental Company together with the Renter draw up a Caravan Return Protocol and on this basis the Rental Company refuses to pay the deposit or pays it adequately reduced. In the event that the deposit does not cover the value of the damage sustained, the Renter(s) declare in the protocol that they will pay the value not covered by the deposit to the Rental Company's bank account within 7 working days. The provision of paragraph 7, second and third sentence will apply accordingly.
The Caravan Return Protocol is an attachment to these Regulations.
 9. In cases of theft or total damage the deposit is paid within 3 working days of the insurer's decision to pay the claim. At the Renters request the deposit can be returned by a transfer to a designated bank account.

VIII. RETURN OF THE CARAVAN. CONTRACTUAL PENALTY.

1. The Renter returns the caravan to the Rental Company on the last day of the rental period resulting from the rental agreement, at the place of its handover between 8:00 a.m. and 14:00 p.m.. At the agreement with the Rental Company, the Renter can change the hours for returning the caravan. The Rental Company will charge a handling fee of 50 € for this. The caravan must be returned in the same condition as when it was handed over, in particular cleaned, with tidy interior and toilet tank emptied.

2. The Renter, at the agreement with the Rental Company, can return the caravan before the due date, but it does not entitle the Renter to a refund for the unused rental period.
3. Upon the expiration of the return deadline, taking into account a change of the deadline mentioned in paragraph 1, the Rental Company considers that the caravan is being used without legal title and will charge a contractual penalty in the amount of 500 €. If the Renter does not return the caravan after the second day from the deadline for return, the Rental Company shall report this fact to the Police.

IX. JURISDICTION AND APPLICABLE LAW.

1. In the event of a dispute over the performance of the agreement, the provisions of Polish law will be applicable.
2. The court of jurisdiction for any disputes shall be the court that has jurisdiction over the place of delivery of the caravan to the Renter.

X. PRIVACY LAW.

1. The Rental Company is the administrator of the Renter's personal data, according to the regulations on the protection of personal data.
2. In matters relating to data administration the Renter may contact the Rental Company by mail to the address: Fabryka Pryczep Niewiadów Sp. z o.o, Sarmacka Street 19, premise 172, 09-972 Warsaw, by e-mail to the e-mail address: m.kusmierski@secmed.pl, or by calling the number: 500 823 277.
3. The Renter's personal data must be processed for the proper execution of the agreement, for tax purposes, as well as for the purpose of asserting the claims under the agreement. They are not shared with third parties except for entities authorized by law.
4. In order to be able to conclude the agreement, the Renter must provide the data specified in these Regulations. The Rental Company will refuse to enter into an agreement if the Renter refuses to provide this data.
5. The Renter's data will be processed until the expiration of the statute of limitations for claims under the rental agreement, as well as the expiration of the statute of limitations for the Rental Company's tax obligations under the agreement.

6. The Rental Company will not share the Renter's data to a third country or an international organization.
7. The Renter has the right to request from the Rental Company access to their data, correction or deletion of such data or restriction of data processing, the right to object to processing, as well as the right to transfer the data.
8. The Renter, in connection with the processing of his data, has the right to file a complaint against the Rental Company to the supervisory authority, which is the President of the Office for Personal Data Protection (Prezes Urzędu Ochrony Danych Osobowych).
9. Based on the acquired data of the Renters, the Rental Company will not make automated decisions about the Renter, including decisions resulting from profiling.