

General terms and conditions for renting camping vehicles (GTC)

Ladies and Gentlemen,

the party to the contract concluded with you (the "Lessor") is the local licensed rental point "McRent", a partner of *Rental Alliance GmbH*, which will deliver the vehicle to the Renter. For vehicles transferred in the Republic of Poland, this is **MCRENT KRAKÓW spółka z ograniczoną odpowiedzialnością** with its registered office in Gaj (registered office address: ul. Myślenicka 7, 32-031 Gaj), entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków XII Commercial Division of the National Court Register under KRS number: 0000554987, REGON number: 361363970, NIP: 9422248345, with share capital: PLN 430,000.00.

These general terms and conditions for the rental of camping vehicles ("GTC") apply between the Tenant and the Lessor. Please read their content carefully.

1. General provisions

- 1.1. These General Terms and Conditions define the conditions for booking and renting camping vehicles and constitute an integral part of the rental agreement. In the event of conflict between the lease agreement and the General Terms and Conditions, the provisions of the agreement shall prevail.
- 1.2. The tenant has the option of booking a selected vehicle via the "McRent" website (<https://www.mcrent.pl>) or by phone, taking into account the groups of vehicles indicated on the website and information about their availability on selected dates.
- 1.3. The rental agreement will be concluded by the Tenant and the Lessor in writing before collecting the vehicle on the date and point of collection specified in the reservation, based on the data and provisions specified in the vehicle confirmed by the Lessor and paid in accordance with points 4.1. and 4.2. General Terms and Conditions of Reservation.
- 1.4. The subject of the rental agreement with the Landlord is solely to rent a camping vehicle to the Tenant for the period specified in the agreement (the lease is limited to the agreed period and may be extended only with the express consent of both parties). The Lessor does not provide any tourist services or offer tourist service packages. The tenant organizes his own travel by vehicle and uses it at his own risk.

2. Minimum age and driving license; persons who can drive the vehicle

- 2.1. The minimum age of the Renter and each vehicle driver is 21 years, and for vehicles over 3.5 tons (Premium Group), the minimum age is 25 years. Both the Renter and each driver must have valid national or international driving licenses appropriate for the rented vehicle [driving license category B, and for vehicles over 3.5 tons (Premium Group) category C/C1] - no less than 1 year, and in the case of vehicles over 3.5 tons (Premium Group) no less than 3 years.
- 2.2. Please note that some vehicles have a total weight of over 3.5 tons (Premium Group) and an appropriate driving license is required to drive these vehicles. Persons with a category B driving license must consult the Lessor regarding the permissible total weight of the vehicle before making a reservation.
- 2.3. The vehicle may only be driven by the Renter and additional drivers registered by him at the time of rental at the latest. To be effective, registering such additional drivers requires presenting their driving license and providing their data (name, surname and address).
- 2.4. The appropriate driving license document of the Tenant must be presented to the Landlord before concluding (signing) the lease agreement, and until it is presented, the Landlord may refrain from concluding the lease agreement. In the event of unjustified failure to present it within this period or within the additional (at least 3-day) period specified for the Tenant, the Landlord will be entitled to cancel the reservation (withdraw from the contract).

3. Cost and rental period

- 3.1. McRent website at: <https://www.mcrent.pl/ogolne-warunki-handlowe> In the case of making a reservation via the "McRent" website they are also listed on this page. Depending on the season in which the vehicle is rented, the prices indicated in the price list for a given season apply. A one-time service fee is charged for each rental, the amount of which is given in the Landlord's current price list, and in the case of a reservation via the "McRent" website, it is also given on this website.
- 3.2. The mentioned service fee includes: no mileage limit (except for special offers - then additional kilometers will be settled according to the price list), insurance and warranty of the vehicle chassis manufacturer.
- 3.3. Daily rental rates will be calculated during the term of the rental agreement and will be charged for each subsequent 24 hours of rental. The rental period begins when the Renter collects the vehicle from the rental point and ends when the employee of the rental point accepts the return of the vehicle.
- 3.4. In the event of the Renter's fault in returning the vehicle after the deadline set in the contract, the Renter will be obliged to pay the Renter for each commenced hour an amount corresponding to 1/24 of the daily rental rate calculated on the basis of the rental agreement, which does not exclude the Landlord's right to claim additional compensation from the Tenant, exceeding the above-mentioned amount on general principles specified in legal provisions.
- 3.5. If the vehicle is returned before the end of the agreed rental period, the full rental amount agreed in the contract must be paid, unless the vehicle is then rented to another customer.
- 3.6. The vehicle is handed over to the Renter with a full fuel tank and must also be returned with a full fuel tank. Otherwise, the Lessee will be obliged to cover the reasonable cost of refilling the fuel tank (diesel oil) in accordance with the current price list.

4. Reservation and its change

- 4.1. Reservations are confirmed by the Lessor and are binding only for the group of vehicles, not their type. This applies to situations where, for example, a specific type of vehicle has been given in the description of a vehicle group. The Lessor reserves the right to change the vehicle within the same class or a higher class of vehicle, however, if the change is to be made to a vehicle from another group and the Lessee does not accept such a change, he may cancel the reservation (withdraw from the contract) without incurring any costs.
- 4.2. After the Landlord confirms the reservation, an advance payment of 30% of the rental price, but not less than PLN 1,500, must be paid within 7 days. The reservation then becomes binding on both parties. If the payment deadline is exceeded by the Tenant, the reservation is no longer binding.
- 4.3. Changes to a confirmed reservation may be made by the Tenant no later than 60 days before the agreed rental start date, provided that the Landlord has the option to change it and the alternative reservation corresponds to the rental length specified in the original reservation. Changing the reservation is only possible in the same calendar year and at the same station (rental point) - changing the rental point is not allowed. Changing the reservation requires confirmation by the Landlord to become binding. Each confirmed change will be charged in accordance with the applicable price list. After concluding the lease agreement, the Tenant is not entitled to any changes in the commencement of the lease.

5. Payment terms and deposit

- 5.1. The expected rental amount, calculated after taking into account all the reservation data, must be paid to the Lessor's account provided to the Tenant no later than 40 days before the start of the rental period.
- 5.2. In case of a shorter reservation period (less than 40 days from the rental date), the rental amount must be paid immediately.
- 5.3. A deposit of PLN 5,000 must be paid to the Lessor at the latest when collecting the vehicle (payments by Mastercard or Visa cards are acceptable). Payment of the deposit by prepaid card or cash is not possible.
- 5.4. The deposit will be returned by the Lessor upon proper return of the vehicle and after the final settlements arising from the rental agreement. The amount paid by the Renter in advance will be settled together with the deposit when returning the vehicle.

6. Handover and return of the vehicle

- 6.1. Before driving, the Renter is obliged to take part in a detailed introduction (training) regarding the vehicle, conducted by experts from the rental point. A handover report will be prepared in which the condition of the vehicle will be described. The protocol must be signed by both parties. The Lessor may refuse to hand over the vehicle until the training has been conducted.
- 6.2. The vehicle is returned to the same rental point where the vehicle was handed over. One-way vehicle rental is only possible after individual arrangement.
- 6.3. The Renter undertakes to use the vehicle with due care and return it in the condition it was in at the time of its delivery, along with the keys and the received equipment.
- 6.4. When returning the vehicle, the Lessee is obliged to carry out a final inspection of the vehicle together with an employee of the Lessor, during which a return report will be prepared. The Lessee should indicate to the Lessor any defects and damages he has detected in the vehicle and its equipment. The protocol must be signed by both parties.
- 6.5. Regular vehicle transfers take place from Monday to Friday in the afternoon; Returns are made from Monday to Friday morning. Your booked pickup time can be found in your booking confirmation/contract. The pickup and return times indicated in the rental agreement are binding. The exact hours can be found on the websites with details of the rental points: <https://www.mcrent.pl/zdrowie-wynajmowane/polsce/> If the vehicle is handed over or returned on a Saturday, it should be agreed in advance and additional costs should be taken into account in accordance with the current price list. The handover and return of the vehicle are calculated as one day if the total 24 hours are not exceeded or are exceeded due to the fault of the Lessor.
- 6.6. All vehicles are handed over to the Tenant after cleaning inside and must be returned to the same level of cleanliness. Any additional, justified cleaning costs will be charged to the Tenant.

7. Basic rules for using the vehicle

- 7.1. The Renter is obliged to use the vehicle in a manner specified in the contract, generally applicable law and consistent with the properties and purpose of the vehicle. It is prohibited to use the vehicle to: take part in car events and tests; transport of flammable, poisonous or other hazardous/toxic substances; committing customs offences/offences or other offences/offences, even if these are punishable only in accordance with the law of the place where they were committed; rental or commercial transportation of passengers; for any other purposes inconsistent with the provisions of the rental agreement, in particular for driving in areas not suitable for this purpose.
- 7.2. Use the vehicle gently and properly and lock it carefully at all times. Regulations and technical standards must be observed. The basic technical condition of the vehicle should be checked on an ongoing basis, in particular the level of fuel and operating fluids, especially oil, water, windshield washer fluid, coolant, brake fluid, AdBlue fluid, as well as tire pressure and operation of lights. The Renter undertakes to periodically check whether the vehicle is roadworthy.
- 7.3. Smoking is strictly prohibited in all vehicles. The transport of animals is allowed only after obtaining the prior consent of the Lessor. Cleaning costs that arise as a result of non-compliance with the regulations are borne by the Tenant. The costs incurred when airing or removing pollution caused by cigarette smoke, including loss of profits due to the inability to rent the vehicle to another customer, will be charged to the Renter.
- 7.4. In the event of violation by the Lessee of the obligations or prohibitions listed in points 7.1 or 7.2 of the GTC, provided that such violations threaten the interests of the Lessor (i.e. pose a risk of: loss, destruction, damage or reduction in the value of the rented vehicle or the risk of penalties/fines being imposed on the Lessor by the authorities public in accordance with the provisions of law), the Landlord will call on the Tenant to stop the violations within a specified period appropriate to the circumstances (but not

shorter than 2 days), under penalty of termination of the lease agreement. If the Tenant fails to comply with the request, the Landlord will be entitled to terminate the lease agreement with immediate effect.

7.5. The bicycle rack is not suitable for electric bicycles.

8. What to do in the event of an accident or vehicle damage

8.1. In the event of a collision, accident, fire, theft, damage caused by third parties or animals, the Tenant is obliged to immediately notify the Police and the Landlord (telephone number in the lease agreement).

8.2. In the event of (even minor) damage to the vehicle, the Lessee is obliged to immediately notify the Lessor of this fact.

8.3. In the situations indicated in points 8.1 and 8.2. GTC, the Lessee should, if possible, immediately provide the Lessor with known data related to the event, such as: (names, surnames and addresses) of injured persons, witnesses and perpetrators of damage, as well as registration numbers and third-party liability insurance policy numbers of the vehicles involved in the event. When returning the vehicle, the parties will prepare a written incident report (accident report), which will present the circumstances known to the Renter in which the event occurred and the data related to the event referred to above; The lessor may use the event report in question for the purpose of submitting it to the insurance company.

9. Travel abroad

9.1. Foreign travel by vehicle is permitted within Europe. Trips to non-European countries require the prior consent of the Lessor. Travel in war zones and danger zones is prohibited.

10. Repairs and replacement vehicle

10.1. Repairs that are necessary to ensure the safety and operation of the vehicle during the rental period may be performed up to PLN 600. Major repairs should be carried out with the consent of the Lessor in the form of a separate order. The repair costs are borne by the Lessor after presenting the original documents (proof of incurring costs), as well as the replaced parts, unless the Lessee is responsible for the damage. This does not apply to tire damage.

10.2. In the event of a defect requiring repair by the Landlord and which the Tenant does not remove, the Tenant is obliged to immediately notify the Landlord about the defect and set a realistic date for its removal. Please be aware of country-specific conditions and capabilities (e.g. infrastructure) that may delay repairs.

10.3. If, for reasons not attributable to the Renter, the vehicle is destroyed, the Lessor is obliged to rent him a vehicle of the same standard. If the Landlord offers a replacement vehicle with a lower price and it is accepted by the Tenant, the Landlord must refund to the Tenant the difference resulting from the larger rental cost paid in advance.

11. Tenant's liability

11.1. Payment of fines, parking fees, highway tolls and other fees for the use of road infrastructure, as well as other private and public liabilities arising from the use of the vehicle is the Renter's obligation, unless the obligation to pay such amounts arises for reasons for which the Tenant is not responsible. If such amounts are paid (covered) directly by the Landlord for the Tenant in a situation where they should be paid by the Tenant (in accordance with the preceding first sentence), the Landlord will inform the Tenant about this fact, who will be obliged to return them to the Landlord. The Tenant's obligation to return the goods will not arise if such penalties, tickets, fines, fees and other private and public law liabilities (referred to in the first sentence) result from reasons for which the Tenant is not responsible.

12. GPS and vehicle location

12.1. Vehicles rented by the Lessor may be equipped with a GPS location system.

13. Processing of personal data

13.1. Given the wording of Art. 13 section 1 and section 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), we would like to inform you that we process your personal data. The administrator of your personal data is MCRENT KRAKÓW sp. z o. o. with its registered office in Gaj (address: ul. Myślenicka 7, 32-031 Gaj), hereinafter referred to as the "Administrator".

13.2. Your personal data, including in particular your name, surname, date of birth, address, contact telephone number, e-mail address, series, number and expiry date of the document presented confirming your license to drive a vehicle of the appropriate category, geolocation data, credit/payment card number, will be processed pursuant to Art. 6 section 1 letter b GDPR in connection with making and implementing a reservation and concluding and implementing a rental agreement. Your personal data will also be processed for archival purposes to secure information in the event of a legal need to prove facts, and also for the purpose of determining, pursuing or defending against claims, which is the legitimate interest of the Administrator, i.e. pursuant to Art. 6 section 1 letter f GDPR.

13.3. Your personal data may be appropriately made available or entrusted to entities related to the Administrator on the basis of appropriate and compliant with applicable law personal data entrustment agreements, in particular entities providing hosting services, postal, accounting and tax services, payment intermediaries, as well as public authorities on the basis and within the limits of law (in particular the National Tax Administration and law enforcement authorities).

13.4. We would like to inform you that you have (1) the right to access personal data and receive a copy thereof, (2) the right to rectify (correct) personal data, (3) the right to delete personal data, (4) limit the processing of personal data if, in your opinion, personal data relating to you is incorrect or is processed without a legal basis, or for the period of determining, pursuing or defending claims, or for the period of your objection to the processing of personal data, (5) the right to object to the processing of data, (6) the right to transfer personal data, (7) the right to lodge a complaint with the supervisory authority, (8) the right to withdraw consent to the processing of personal data.

13.5. Personal data will be stored for the duration of the reservation and rental agreement, and after their completion until the expiry of the limitation period for any claims or the expiry of the obligation to store data resulting from legal provisions, but no longer than 6 years from the end of the calendar year in which the agreement ended.

13.6. We would like to inform you that providing your personal data is voluntary, but at the same time it is a condition for the effective performance and provision of services by the Administrator to you.

14. Final Provisions

14.1. Complaints should be sent to the Landlord's address (ul. Myślenicka 7, 32-031 Gaj) or e-mail: wynajem@wadowscy.pl. The complaint will be considered within 14 days from the date of its receipt by the Landlord, and the person making the complaint will be informed about the method of considering the complaint in the form in which the complaint was received.

14.2. This version of the General Terms and Conditions is valid from [15/10/2024] and applies to reservations and contracts concluded after that date.

