**Terms and Conditions of Vehicle Lease**

**§1**

General provisions

1.General Terms and Conditions of lease shall specify the provisions of car lease agreements concluded between VITO RENT L.L.C. with its seat on Humańska 8 Street, 00-789 Warsaw, TIN no.: 5213866967 and the Renting Party.

2. Those Terms and Conditions shall constitute an integral part of any Lease Agreement. In the case of discrepancies between those Terms and Conditions and any Agreement, the former shall prevail.

3. Vehicle can be rented by any natural or legal person having a valid document confirming his or her identity, as well as confirming his or her ability to drive a car. Said provision shall be in force throughout the entire Agreement validity period.

**§2**

Subject of the Lease

Rental of a car specified in the Agreement shall be the Subject of the Lease.

**§3**

Lease period

1. Lessor shall make the car available for the Renting Party for the period specified in the Agreement.

2. Payment for the rented vehicle shall be made in advance in compliance with the Price-List valid on the day of Agreement conclusion.

3. In order to secure the lease, a safety deposit shall be paid the amount of which shall be dependent on the Subject of the Agreement. The deposit in question shall be returned to the Renting Party after the collection of the vehicle in an unimpaired condition.

**§4**

Conditions governing leasing and collecting the vehicle

1.For the vehicle to be leased, the Rental Agreement has to be concluded.

2. Lessor shall agree to allow the Renting Party to use a fully operational vehicle, with its tank full of gas, valid license plates, confirmed OC insurance, and one set of keys with the alarm controlling module (if applicable). While accepting the vehicle, the Renting Party shall be required to sign the Hand-over Report.

3. Renting Party shall agree to cover all the expensed connected with vehicle rental for the entire period specified in the Agreement in advance.

4. Vehicle return shall take place in the seat of the Lessor or in any other place specified in the Agreement.

5. Renting Party shall be required to return a complete vehicle in an unimpaired condition.

6. After vehicle and keys collection, deposit specified in section 3 shall be returned after deducting any possible financial liabilities of the Renting Party resulting from the concluded Agreement.

**§5**

Vehicle utilization

1. Renting Party shall agree to utilize the vehicle in line with its purpose and in a way that can be considered normal use.

2. While using the vehicle, the Renting Party shall have on him or her all the documents required by traffic control authorities (driver’s license, vehicle registration, OC and AC policies).

3. Renting Party shall be held responsible for missing equipment and damages caused by improper use and securing the vehicle, as well as by losing the documents. In the case of losing vehicle-specific documents, the Renting Party shall be required to undertake the payment of a fee specified in the Price-List.

5. Renting Party shall not utilize the vehicle:

a. outside the borders of European Union, unless the Agreement states otherwise;

b. to tow other vehicles

c. to transport more people than specified in the registration documentation;

d. for subleasing purposes

4. Renting Party shall not undertake any repairs of the vehicle without the knowledge and consent of the Lessor.

5. In the case of a malfunction of the vehicle, the Renting Party shall inform the Lessor about the said fact immediately.

6. In the case of a break-in, burglary, car damage, or car crash, the Renting Party shall be required to call the police, inform the Lessor about the said fact, and follow Lessor’s instructions.

7. Renting Party shall agree to use the vehicle in line with its purpose and in a way that can be considered normal use.

8. Renting Party shall not smoke in the rented vehicle.

**§6**

Agreement termination

1. Lessor shall reserve the right to immediately collect the vehicle from the Renting Party in the case of breaching the provisions of the Agreement, Terms and Conditions, applicable law, or principles of proper vehicle use.

2. Failure to return the vehicle within 24 hours from the moment of Agreement termination shall be considered vehicle stealing (crime defined in article 284 of the Penal Code) and will result in the police being called to investigate.

**§7**

Closing remarks

1. Unless the Agreement states otherwise, the Lessor shall not be held responsible for harm caused to the Renting Party in the case of vehicle malfunction, breakdown, crash, or theft.

2. Lessor shall not be held responsible by third parties for any compensation claims arising due to damages caused by the Renting Party or a person driving the car during the rental period.

3. To all the issues not governed by those Terms and Conditions, the provisions of the Civil Code shall apply.

4. All the disputes arising from the Agreement shall be settled by a court having jurisdiction over the seat of the Lessor.