

GENERAL TERMS OF LEASE

D.S. GERMAZ Sp. z o.o., 54-428 Wrocław, ul. Strzegomska 139, hereinafter referred to as the Lessor, shall lease vehicles to the Lessee on the terms and conditions stipulated in detail in the Lease Agreement and regulations. **The Lessor has acquainted the Lessee with the technical condition of the vehicle and the Lessee hereby declares that the condition does not raise any objections and the vehicle is ready to be operated.**

1. The Lessee hereby declares:

- a) to assume strict liability before the Lessor and to observe and fulfil all the rules included herein;
- b) to hold a valid driving license and all the documents s/he provided the Lessor with;
- c) that all the data required to conclude the Agreement provided by the Lessee are true.

2. The Lessee hereby agrees:

- a) to return the vehicle in the same condition and appearance as when received;
- b) to make all the payments required by the Lessor in connection with vehicle's operation, restoring the said vehicle's appearance and condition as when received (for example cleaning and washing) and returning the object of lease to the Lessor;
- c) to make a statement arranging the form and time of the settlement in fortuitous cases as described by the Lessor;
- d) to return the vehicle specified in the Agreement, in a good technical condition and filled up with petrol, to the Lessor after the expiration of the lease period without a call for the said vehicle's delivery;
- e) to pay for any deficiency in petrol, which the Lessee is to pay in accordance with the Lessor's price list;
- f) to operate the vehicle at his or her sole cost and expense, as specified in the terms of vehicle due utilization;
- g) to make all the payments for repairs caused by improper vehicle operation, including the vehicle's operation that does not comply with the terms and conditions of the Lease Agreement;
- h) to operate the vehicle with due care that ensures maintaining its good technical condition, appearance and cleanness;
- j) not to operate the vehicle under the influence of alcohol or psychotropic drugs;
- j) not to operate the vehicle in any manner that could invalidate the insurance policy, the terms and conditions of which are known to the Lessee;
- k) to secure the vehicle against theft or damage in a manner that is commonly considered due care;
- l) not to perform any repair works, except changing a punctured wheel;
- m) not to act on behalf of the Lessor;
- n) to pay up all tickets, fines, fees etc. imposed on the Lessee and/or the said vehicle's driver. The Lessee is strictly liable for the said payments until they have been fully contributed;
- o) to secure (remove) the control panel of the car stereo each single time the Lessee leaves the vehicle;

2.1. The Lessee hereby agrees to notify the Lessor about:

- a) theft, loss or damage of the vehicle;
- b) the occurrence of any defects or faults, including punctures;
- c) any tickets or fines imposed on the Lessee;
- d) the loss of the vehicle's documents or keys;
- e) In case the car, or its parts, is stolen the Lessee is obliged to inform the Police and the Lessor about it in order to make arrangements concerning the adjustment of damages.

3. Terms of vehicle's operation:

- a) the vehicle may be operated only by the Lessee unless the Lessor permits a third person to operate it;

- b) the vehicle may not be a subject of a law suit or an object of pledge;
- c) the vehicle may not be misused or used as in the following cases:
 - the vehicle may not be subleased;
 - the vehicle may not be used in races, trainings, rallies, competitions, speed tests, and/or driving schools;
 - the vehicle may not tow a trailer;
 - the vehicle may not tow or push other vehicles;
 - the vehicle may not be used to transport dangerous or illegal cargo;
- d) the vehicle's operation may not violate the law;
- e) the vehicle may not leave Poland unless the Lessor permits it in writing;
- f) the vehicle's lease period may be extended upon the Lessor's acceptance.

4. Responsibilities of the Lessee :

The Lessee is obliged to pay for the adjustment of the vehicle's damages or for the damages caused by the loss of the vehicle in the amount of:

- a) **2,000.00 PLN** – if the adjustment of damages is covered by the insurance policy of D.S.Germaz Sp. z o. o.
- b) the full amount of the damage costs if the damage is not covered by the insurance policy;
- c) in case the car stereo with the control panel is stolen, the amount to be paid equals the value (sale price) of the stolen car stereo (or of a similar stereo if the said stereo is unavailable on the market and/or no longer produced).

If the damage or the loss of the vehicle has been deliberate or caused by serious negligence or violation of the Agreement's terms and conditions or non-compliance with the said Agreement by the Lessee, the Lessee assumes full financial responsibility before the Lessor.

The Lessee agrees that his personal data included in the Agreement may be used for marketing and commercial purposes. The said data may also be given to third parties, especially for the purpose of insurance pursuant to the Personal Data Security Act of August 29th 1997.

5. Responsibilities of the Lessor:

The Lessor is obliged to:

- a) provide the Lessee with assistance in case the vehicle is immobilized and/or cannot be operated due to its defects and/or failures;
- b) provide the Lessee with spare keys at Lessee's sole cost and expense in case the Lessee has lost the keys;
- c) provide the Lessee with payable assistance in case of a puncture.

The Lessor shall provide the Lessee, or third parties entitled to operate the vehicle upon the permission of the Lessor, with a third party insurance policy (OC). The Lessor is not responsible for things, objects, and/or personal property left or transported in the vehicle.

The Lessor has the right to take back the vehicle from the Lessee at the Lessee's sole cost and expense in case the Agreement's terms and conditions have been violated by the Lessee. In this case the Lessee is obliged to pay the full amount of the lease cost and may not be entitled to recover the full amount, or a part, of the deposit paid to the Lessor.

6. Final provisions

Any amendments to the Agreement shall be made in writing in a form of an appendix otherwise null and void. In any matters not regulated by this Agreement, the Civil Code shall govern. All disputes arising from the Agreement shall be settled by a competent court chosen by the Lessor.

This Agreement has been made in two identical copies, one for each of the parties. This Agreement constitutes the vehicle's delivery and acceptance protocol and entitles the Lessee to operate the vehicle in the lease period specified in the Agreement.

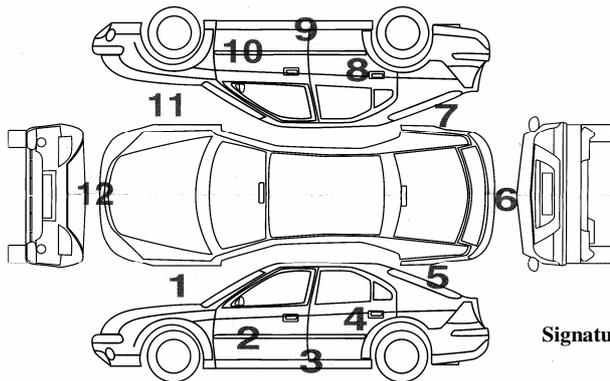
Description of the leased vehicle's damages:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

LEGEND:

C-chip; S1- scratch; S2- scuff ; D - dent

I accept GENERAL TERMS OF LEASE



Signature of the Lessor of u. D. S. GERMAZ

Legible signature of the Lessee

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