

TERMS AND CONDITIONS OF PROCEEDING

In the case of complaints and withdrawal from the agreement

1. Complaints (hereinafter referred to as the "Report") can be made:
 - 1) through the form available at <https://quanta.pl/contact/>,
 - 2) via email at reklamacje@quantacars.pl,
 - 3) by post to the mailing address of Quanta Cars Sp. z o.o. with its registered office in Warsaw at ul. al. Jana Pawła II 80/15, 00-175 Warsaw,
 - 4) in person at the Quanta Cars Sp. z o.o. office with its registered office in Warsaw at ul. al. Jana Pawła II 80/15, 00-175 Warsaw.
2. The form described in point 1 subpoint 1 is the preferred method of communication between the Client and Quanta Cars (hereinafter "**Quanta**") for effective consideration of the Report. Correspondence in these matters reported outside the form will be sent to the Client by email if the Client provides such an address, and in the absence of an address, by traditional mail.
3. Complaints that do not contain data such as name, surname, address, PESEL number, allowing for the identification of the Client, will be left unprocessed by Quanta.
4. Filing a Complaint does not release the Client from the obligation to timely fulfill their obligations towards Quanta.
5. Quanta will consider the complaint within 14 days from the date of its receipt or completion, and in particularly complex cases, within 30 days, whereas in the case of a complaint regarding a transaction made using a payment card, exceptionally within 90 days from the date of its submission.
6. In case of the need to supplement the complaint, the deadline for considering the complaint starts running from the day of delivery of the additional documents or explanations/information to Quanta. In case of inability to meet the deadline for considering the complaint, Quanta will inform the Client of the delay, indicating the reason for the delay (circumstances that need to be established) and the expected deadline for considering the complaint, not exceeding 90 days.
7. Quality complaints regarding the equipment of the vehicle, its cleanliness, and technical condition should be made no later than at the time of the vehicle pick-up. A necessary condition for considering the matter is confirmation of reservations with the acceptance protocol signed by the Client and Quanta representative.
8. Complaints regarding failure to issue the vehicle on time or in a place in accordance with the agreement should be made no later than 7 days from the agreed date of vehicle handover. A necessary condition for considering the matter is confirmation of the time or place of vehicle handover with the acceptance protocol signed by the Client and Quanta representative, or information on the failure to issue the vehicle at all.
9. Complaints regarding payment by card should be made no later than 14 days from the day of charging the Client's card with the disputed payment. A necessary condition for considering the complaint is to provide the contract/order number and confirmation of the charge by the Client's bank.
10. The Client is obliged to deliver the vehicle, protocol, and all necessary data to resolve the complaint to the nearest Quanta branch within 7 days from the moment of request sent by the Quanta representative.
11. Lack of feedback within the period specified in point 10 may extend the time for consideration of the Report or result in rejection of the Client's claims as unfounded.
12. Consideration of the complaint involves identifying the problem, assessing its validity, resolving the problem reported by the Client, or taking appropriate action to eliminate any irregularities, their causes, and providing a comprehensive, professional response in form and content.

13. Quanta provides a response that contains Quanta's position on the complaint, justification, and information about the appeals procedure.
14. The Client has the right to appeal against the decision issued by Quanta. Appeals should be sent regardless of the delivery method - letter, email - no later than 14 days from the date of receipt of the decision that the Client wishes to appeal. The appeal will be considered within 14 days from the date of its receipt by Quanta.
15. The Client may:
 - 1) appeal against Quanta's decision directly to Quanta's mailing address within 14 days from the date of receipt of the response to the complaint;
 - 2) bring an action before the competent common court.
16. All activities related to the acceptance and consideration of the Report are carried out in the Polish language.
17. The submission of the Report by the Client is equivalent to the acceptance by the Client of these Terms and Conditions.
18. In accordance with art. 38 point 12 of the Consumer Rights Act (Journal of Laws of 2014, item 827, as amended.), the Client has no right to withdraw from the Agreement if the day or period of provision of the service was indicated in the contract. However, in the case of the Client's withdrawal from the lease at least 7 days before the day on which the lease was to begin, the Client is entitled to a refund of 50% of the total fees resulting from the reservation made. In the event that the Client resigns at least 30 days before the day on which the lease was to begin, the Client is entitled to a refund of 80% of the total fees resulting from the reservation made.
19. Refunds are made no later than 14 days from the date of receipt by Quanta of a statement of withdrawal from the Agreement. The payment refund is made using the same payment methods that were used by the Client in the initial transaction, unless in the statement of withdrawal from the Agreement the Client agreed to a different solution.
20. In matters not covered by these Terms and Conditions, the generally applicable provisions of law shall apply.