

COVECAR CONTRACTUAL CONDITIONS

1. The tariff applicable to your booking is shown below. Other tariffs are subject to different conditions and are available at our offices and by telephone.
2. The driver must be at least 21 years old and have held a driving licence for at least one year. (In vehicle groups "A / B / Y / Z", drivers from 19 years of age are allowed).
3. Drivers under 21 years of age or with a driving licence between 1 and 2 years old must pay an additional cost of €6 + VAT per day. All drivers must have held a driving licence for at least 12 months. For non-EU clients, an international driving licence will be required along with the licence from their country of origin.
4. The methods of payment accepted are:
 - a. VISA ELECTRON debit card, VISA or MasterCard/Maestro credit card.
 - b. Diners Club, American Express and Postepay are not accepted.
 - c. COVECAR reserves the right to allow final payment of the rental by cash or bank transfer. In the event that the company accepts payment in cash, the amount is limited to €999.99 in accordance with the current legal regulations.
 - d. We accept direct debit as a form of payment for companies. This method of payment is subject to acceptance by COVECAR.
 - e. The card must be in the name of the person who is the holder of the rental contract, main driver or additional driver.
5. The applicable tariff includes:
 - a. VAT, local taxes and duties.
 - b. 350 kilometres per day, up to a maximum of 3500 kilometres in 30 days of the contract.
 - c. Compulsory vehicle insurance with an excess for own damage. The insurance covers damage caused by the vehicle and injury caused to the occupants of the vehicle. The amount of the excess, which will be charged in the event of damage to the rented vehicle, will be charged to the credit or debit card at the time of conclusion of the rental contract. In the event that the Client takes out the supplementary

"SPLUS" cover, the amount of the above excess will not be blocked or provisionally debited from the payment card, but will be limited to an amount of €350 as a security deposit. The "SPLUS" supplementary cover can be taken out at the Client's choice at the time of the online booking or vehicle collection. COVECAR SL reserves the right to reject or confirm the cover chosen by the client at the time of vehicle collection based on the internal criteria of the company. The maximum amount of additional expenses to be invoiced to the Client in respect of claims occurring with a vehicle shall be, at most, the amount of the excess applicable to each category of vehicle per claim. Clients who have taken out the "SPLUS" supplementary cover shall not be held liable in the event of an incident, except in the event of unauthorised use of the vehicle as stipulated in article 9 of the General Rental Conditions. Clients who do not wish to take out this supplementary cover will be required to make a deposit for an amount equivalent to the value of the excess, the amount of which is stipulated in this article.

6. Cancellation conditions for pre-paid bookings made through the COVECAR website:
 - a. All services must be paid in advance by credit/debit card (VISA, VISA ELECTRON, MAESTRO or MASTERCARD). Payment for bookings via our website can only be made using the credit or debit cards indicated above, which must be presented by the cardholder at the offices and collection points indicated by COVECAR. The security deposit will only be taken using the credit card provided to the rental supplier by the renter or an additional driver who appears on and signs the Contract. The return of the deposit or pre-authorisation may take between 1 and 31 days depending on the bank used by the renter.
 - b. All booking cancellations must be made in writing to the following e-mail address: info@covecar.es. Bookings may be cancelled free of charge up to 48 hours before the date of collection of the vehicle. After this period, no refund will be made for cancellation of the booking, except for reasons of force majeure (natural disaster, war, attacks, death or serious

illness, hospitalisation or surgery of the Renter, their parents, siblings or children), duly accredited in Catalan, Spanish or English.

- c. The amount paid for the booking will be refunded within a maximum period of 30 days after cancellation.

7. Important information:

- a. It is necessary to present your passport or ID card, driving licence (non-EU clients will need an International Driving Licence together with the licence from their country of origin) and a credit or debit card which is valid at the time of collection of the vehicle. If the card is different from the one with which the client paid for the booking, the client must physically show the card upon request of our staff.
- b. It is compulsory to present the booking voucher, if used for payment, when collecting the vehicle.
- c. If the vehicle is returned more than 59 minutes after the end of the rental period, there will be an additional charge of one day according to the general tariff in force.
- d. The rental is not necessarily linked to a specific vehicle (make/model, colour, equipment, etc.) but to a group of vehicles with similar technical and comfort characteristics. If a model of the selected group is not available, one of a higher category will be provided.
- e. If the vehicle receives a fine during the period of validity of this contract, you will be liable for the amount of the fine, as well as a fine management fee of €20 + VAT.
- f. If a client returns the vehicle without the corresponding documentation, an extra charge of €50 + VAT will be made for administration costs.
- g. COVECAR reserves the right to cancel vehicle collection in the event of justified doubts about the financial and physical capacity of the client or if the client has a history of non-payment or serious incidents with COVECAR.
- h. These Special Conditions shall prevail over the General Conditions, both of which can be consulted on our website: <https://www.covecar.es/index.php?&idi=eng>.

- i. The Privacy Policy is available on our website: <https://www.covecar.es/index.php?&idi=eng> General Rental Conditions.

1.- PURPOSE OF THE CONTRACT The client shall receive the vehicle described in the rental contract in perfect working condition, with all its documents, tyres, tools and accessories, and undertakes to safeguard them and drive the vehicle in compliance with the rules of the Highway Code, as well as those set out in these General Conditions. Before collecting the vehicle, the client is entitled to have the condition of the vehicle inspected in their presence.

2.- DURATION OF THE CONTRACT The duration of the Contract is as stated on page 1, where the date and time of collection and return of the vehicle are specified. Rental days shall be calculated in periods of 24 hours from the exact time the client has rented the vehicle until the vehicle, its keys and documentation are received by COVECAR. The courtesy period for the return of the vehicle will be 59 minutes. In the event that the return takes place before the end of the period, COVECAR will return or reimburse the Renter the proportional amount of the price subscribed in the Contract. This refund does not apply in cases where the contracted tariff is prepaid or bundled.

3.- EXTENSION OF THE CONTRACT The client is obliged to return the vehicle on the date and at the time stated in the previous section. If the client wishes to extend the rental period, they must go to the nearest COVECAR office to sign the extension. No contract can be extended by telephone, but can be extended by email to info@covecar.es.

Under no circumstances may the deposit be used for the extension. Therefore, in the event that the Contract is extended, the client will have to make an additional payment for such extension. If the Contract cannot be extended due to unavailability of vehicles or for any other reason, the client must return the vehicle on the agreed date, at the agreed branch and at the agreed time. Depending on the initial conditions of the Contract, it may be necessary to enter into a new contract when requesting an extension, at which point the current Contract will be considered terminated.

4.- CONDITIONS FOR RETURNING THE VEHICLE The client shall return the rented vehicle in the same condition in which it was collected, together with all its documents, tyres, stickers, tools and accessories, at the place, date and time stipulated in the rental Contract. At the time of return, the client may request that the condition of the vehicle be checked in their presence. Such in-person verification is subject to the opening hours of the local office. The client may not modify any technical characteristics of the vehicle, keys, equipment, tools and/or accessories of the vehicle, nor make any modifications to its exterior and/or interior appearance. Otherwise, the client shall bear the relevant costs to return the vehicle to its original state without prejudice to the damages caused to COVECAR derived from the reconditioning of the vehicle for the time that the vehicle had to be off the road, as well as any other damages caused to COVECAR.

5.- EFFECTS OF NON-RETURN OF THE VEHICLE The return of the vehicle on a date and time other than those established in the contract entitles COVECAR to charge the amount of the rental from the end of the contract until the return of the vehicle according to the General Public Tariff in force plus the penalty for late arrival (hereinafter, "overdue return") of €6 + VAT per day, which will start to count from 24 hours after the expiry of the rental contract until COVECAR recovers the vehicle. The rental supplier undertakes to contact the client to arrange such an overdue return within 24 hours. In the event that the vehicle is towed away or parked in a public car park, the Renter will be charged for all costs incurred for the recovery and transfer of the vehicle. COVECAR reserves the right to bring any legal action that may be appropriate in the event of the disappearance or non-return of the vehicle to the competent authorities, with the client bearing full responsibility for any legal consequences that may arise. Unilateral extension by the client of the duration of the Contract shall also be considered as an impermissible use of the vehicle for the purpose of the client's liability for any damage to the vehicle.

6.- PAYMENT AND PAYMENT METHODS

6.1 Payment: The client undertakes to pay COVERCAR:

- a) The rental charges for the vehicle, insurance and tax set out in the COVECAR tariff in force (hereinafter, the

“General Tariff”), of which the client has been informed ahead of time. The application of the initially agreed tariff is subject to the vehicle being returned at the agreed place, date and time and under the agreed conditions. The tariffs may vary depending on the season and the offices so, before hiring a vehicle, the client will be responsible for verifying the tariff that will be applied. b) Any other fees applicable to the client, in accordance with the contractual and commercial conditions offered by COVECAR.

6.2 Payments resulting from improper use by the client:

After the end of the vehicle rental, the Client undertakes to pay COVECAR the amounts resulting from the following fees:

a) A special cleaning charge for the costs of an extra cleaning service due to the manifestly inadequate condition of the vehicle at the time of return, with a maximum amount of €150 + VAT divided into 3 instalments of €50 + VAT each.

b) Charges resulting from the loss of documents and vehicle keys and/or sending the set of vehicle keys to the corresponding office, in cases of loss, breakage, return of the vehicle keys to an office other than the one where the vehicle is actually returned, or any other situation in which the vehicle is paralysed for reasons attributable to the client.

c) The cost of towing the vehicle in the cases laid out in the various clauses of this Contract.

d) Expenses arising from loss, deterioration or damage to rims, tyres (including punctures and blowouts), tools, stickers, windows, mirrors, accessories and the vehicle interior, as well as problems arising from an error in the type of fuel used.

e) Tolls, fines, penalties and legal costs due to traffic violations or violations of laws, regulations or ordinances (including congestion charges or road traffic restrictions where they exist) incurred by the client during the term of this contract and paid by COVECAR.

f) The costs of repairing damage caused to the vehicle in the event of an accident, when any of the following circumstances occur:

- The vehicle was not used in accordance with the conditions laid out.
- The accident report, either in the form of an 'Agreed Statement of Facts' (DAA - Declaración Amistosa de Accidente) or Accident Report, was not completed and sent to COVECAR within 48 hours, or it did not correspond to the reality of the events that occurred.
- The damage is the result of an accident due to the client's failure to correctly assess the height of the vehicle. In all cases, COVECAR will immediately inform the client of the charge made and the reasons for it, providing them with a detailed invoice. The amount of the charge made to the client for the damage caused to the vehicle will be calculated taking into account the valuation carried out by an expert firm external to COVECAR. When this quantification cannot be made a priori, the amount resulting from an initial valuation carried out by qualified COVECAR personnel, whose existence and amounts the client declares to be aware of and agree with, will be charged. All of the above is applicable without prejudice to a subsequent settlement and adjustment once a repair estimate has been obtained from a garage or an appraisal has been carried out by an expert firm external to COVECAR.

6.3 Method of Payment:

The cardholder must ensure that the use of the card to satisfy these General Rental Conditions (deposit, withdrawals, etc.) will not cause any damage to the card. In this respect, they undertake to obtain all the necessary information from their bank before their card is used by COVECAR, which cannot be held liable in this respect. Payment for the vehicle rental and

any additional costs shall be made in the currency chosen by the Client. The methods of payment accepted are credit or debit card, depending on the vehicle group. COVECAR reserves the right to allow final payment of the rental by cash or bank transfer. The cards allowed are VISA, VISA ELECTRON and MasterCard/Maestro. The credit or debit card used to make the booking must be presented by the cardholder at the time of vehicle collection.

7.- INSURANCE AND COVER

7.1 Compulsory insurance and third-party liability insurance. The rental tariffs include the covers of the Compulsory Automobile Insurance and the Complementary Third-Party Liability Insurance for damages derived from using and driving the vehicle. These covers are guaranteed, assumed by the insurer with which COVECAR has taken out the corresponding insurance policy and subject to COVECAR's general and particular clauses and to the law.

7.2 Basic cover.

CDW: This product protects your liability for damage caused to the Vehicle in the event of a Collision or traffic accident, the amount of which exceeds the value of the Excess in the following combined cases:

- The cost of the damage caused to the Vehicle, the repair of the Vehicle or its book value in the event that it is declared a write off.
- The loss of profit corresponding to the impossibility of use of the Vehicle during its repair and/or while its withdrawal from service is being processed.
- The administrative costs incurred by us in handling claims for damages arising from a collision or road traffic accident, where appropriate and under the following circumstances:
 - The Collision occurs with a stationary or moving object.
 - The Vehicle is vandalised while being driven or operated.

- The vehicle suffers broken windows, lights, mirrors, or the tyres are damaged or punctured during a collision or traffic accident.

TP: This product protects your liability for damage and loss caused to the Vehicle in the event of theft, attempted theft or acts of vandalism, the amount of which exceeds the value of the Excess in the following combined events.

- The cost of damage or repair of the Vehicle (if recovered) or the book value of the Vehicle in the event of loss.
- The loss of profit corresponding to the impossibility of use during its repair and/or while its withdrawal from service is being processed.
- The administrative costs that we incur, where applicable, for the management of damage files arising from theft or attempted theft of the Vehicle or acts of vandalism to the Vehicle. In circumstances of:
 - Theft of the Vehicle and its accessories (such accessories may be any additional component fitted to the Vehicle which enhances its specification).
 - Attempted theft of the Vehicle and/or its accessories.
 - Any act of vandalism suffered by the Vehicle when it is parked and not in use by you.
 - Breakage of windows, lights or mirrors, or tyres damaged or stolen as a result of the events mentioned in the previous three points.

PAI: Under this protection product, you may claim for the financial cost of any of the following possible consequences resulting from your death or injury sustained in a Collision or traffic accident occurring while driving the rented Vehicle:

- Indemnity of a single payment, the amount of which will be determined by the specific policy of the rented vehicle.
- In the event of your death (or declaration of death).
- If you should become partially or totally incapacitated as a result of the collision or traffic accident.

- Medical expenses for an amount determined by the specific policy of the rented vehicle, required as a consequence of the collision or traffic accident.

WC WINDOW COVER: If you have taken out this product, you will be protected against financial liability for damage caused to windscreens, any rear windows or side windows.

TC TYRE COVER: This cover protects you against punctures and damage to the tyres of the Vehicle, unless they are the result of negligent use.

Protection packages

PLUS: Reduces the liability to pay for damage caused by collision and theft or attempted theft of the vehicle. In addition, it includes personal accident protection for the driver and occupants in the event of an accident in the vehicle.

SPLUS: In addition to having all the advantages of PLUS cover, SPLUS or SUPER PLUS cover gives a rental with no excess for damage caused to the vehicle as a result of a collision with other vehicles or fixed or moving objects, theft or attempted theft of the vehicle.

8.- OBLIGATIONS OF THE CLIENT IN THE EVENT OF AN ACCIDENT AND OTHER CIRCUMSTANCES

In the event of an accident, the client undertakes to:

- a) Obtain and, within forty-eight hours of the occurrence of the accident, send to COVECAR full details of the other party and any witnesses, completing an accident report in the form of a 'Agreed Statement of Facts' (DAA - Declaración Amistosa de Accidente) detailing the number plate, name and address of the other party, the circumstances of the collision, a sketch of the accident, the name of the insurer and, where possible, the insurance policy number, all signed by the two drivers involved in the accident, or, if this is not available, the 'Accident Report', which will be provided by COVECAR.
- b) Immediately notify the authorities if the other party's guilt needs to be investigated or if anyone is injured.
- c) Not leave the rented vehicle without taking adequate measures to protect it. In the event of vandalism, fire, theft or disappearance of the vehicle, the client undertakes to

immediately inform COVECAR of the incident and to file the corresponding report with the relevant authorities, a copy of which must be sent to COVECAR as soon as possible.

9.- UNAUTHORISED USE

It shall be the client's obligation to use the vehicle with due diligence, in accordance with its characteristics, respecting the motor vehicle traffic regulations in force and avoiding, in any case, any situation that could cause damage to the vehicle or to third parties. Furthermore, it is the client's obligation not to allow the vehicle to be driven by any person other than those authorised in accordance with this contract, and the client shall be directly liable for any damage or injury caused to the vehicle or to third parties in such a case. Any case of non-compliance with these paragraphs shall be considered as unauthorised use. The client shall be fully liable for any damage caused to interior and exterior parts of the vehicle due to unauthorised use of the vehicle, in which case the client is obliged to pay all costs incurred in accordance with these provisions. Unauthorised use includes, but is not limited to, the following examples:

- a) Pushing or towing any other vehicle without using an approved towing device provided by COVECAR.
- b) Driving on sites that are not suitable for public transport, e.g., beaches, racetracks, forest roads, minor roads, etc.
- c) Driving on unpaved roads, or roads that are paved but with serious deficiencies and which could lead to damage to the underbody of the vehicle.
- d) Driving the vehicle in restricted areas, including on particular airport runways and other roads associated with aeronautical and/or military use.
- e) Negligent behaviour in the event of warning lights or signals on the dashboard of the rented vehicle, which the client declares to be aware of by signing this contract.
- f) Transport of substances which are dangerous, flammable and/or harmful to the vehicle and its occupants.
- g) Subletting the vehicle without prior written authorisation from COVECAR.
- h) Use of the vehicle in any activity contrary to the law.

- i) The carriage of more persons or more luggage than is authorised for the vehicle.
- j) Any type of manipulation or intervention in the odometer, and COVECAR must be immediately informed of any malfunctioning of the same.
- k) Transporting luggage or any other item on the roof of the vehicle, even when using a suitable device for this purpose, unless prior written authorisation has been given by COVECAR.
- l) Leaving objects in plain view in the vehicle that are likely to be stolen with consequent damage to the vehicle.
- m) Soiling the interior of the vehicle beyond what is implied by reasonable and careful use.
- n) Driving the vehicle in a state of fatigue, illness or under the influence of alcohol, medication or drugs.
- o) Reckless driving.
- p) Use of the vehicle for learning to drive in any circumstances and/or the teaching of any special driving skills.
- q) Driving contrary to traffic regulations.
- r) Driving of the rented vehicle by a person not authorised in the contract either as a client and/or additional driver.
- s) Driving the vehicle outside Spain unless there is express and signed authorisation from COVECAR, and the corresponding additional extraordinary EMBARKING cover is contracted and paid for.
- t) Use of the vehicle after the end of the rental period.
- u) For all appropriate purposes, we inform you that, for security reasons, the vehicles in our fleet are likely to be located by GPS signal. The company will only access the location data in the event of an alert due to disconnection or inhibition of the system and/or non-return of the vehicle. The client is aware of and accepts this circumstance, refraining in any case from interrupting or impeding its correct functioning. Unauthorised use by the client will entitle COVECAR to terminate the Rental Contract in advance due to culpable breach thereof, requesting, where appropriate, the corresponding compensation for damages.

10.- DRIVING LICENCE.

The client must be in possession of the corresponding driving licence in force and approved, and the client is directly responsible for the validity and approval of the driving licence. They must hold COVECAR harmless under any circumstances and must have held the licence for at least one year. The minimum age of the client shall be 19 years. Likewise, and in any case, the client must have held a driving licence for at least one year, irrespective of age. There is an additional charge, informed during the booking process, if the client is between 19 and 21 years of age. For non-EU clients, an international driving licence will be required along with the licence from their country of origin.

11.- THEFT AND LOSS OF PERSONAL BELONGINGS

COVECAR is not responsible for objects stolen, forgotten or lost inside the vehicle.

12.- DEPOSIT

In any case, a deposit must be made by the client. In the event that the Client takes out optional supplementary cover, the deposit will be €350. If they do not take it out, they will have to pay a deposit at the time of vehicle collection, the amount of which is defined in article 5 of the Special Rental Conditions. The deposit collected (credit or debit card) will be refunded to the Client after the return of the vehicle, and once COVECAR has checked the good condition of the vehicle and the proper execution of the Contract. The maximum time for the return of the deposit is 30 days after the return of the vehicle. The deposit shall be partially or totally retained in the event of breach of the Contract, up to the amount of the penalties attributable to the Client.

13.- MANDATORY APPROVED CHILD RESTRAINT SYSTEM

In the event of using the vehicle to transport children under three years of age or older children under 135 centimetres in height, the client must inform COVECAR so that the latter can provide, upon payment of the corresponding rental fee and without installing it in the vehicle, the corresponding mandatory approved restraint device in accordance with the weight and size of the child or person who is to use it. Installation is always the responsibility of the client.