



GENERAL CONTRACTING CONDITIONS FOR THE RENTAL OF VEHICLES

These general conditions are to regulate the contractual relationship existing between Etna Serveis S.L.U. ("the owner") and the customer ("the renter"), whereby the owner assigns to the renter the use of a vehicle for the term, at the price and under the other conditions which are reflected in the rental contract.

A. APPLICABLE LEGAL REGULATIONS

1. These general contracting conditions are subject to the provisions of Law 13/2003 of 13 June, of effective competition and protection of consumers, and to any other legislation which may come to replace, to supplement, or to amend the above, insofar as may be applicable.

B. USE OF THE VEHICLE

1. The renter undertakes to use and to drive the vehicle in accordance with the Highway Code rules in force at the date on which the rental is formalized and in accordance with specifications regarding the use of the type of vehicle rented.

2. Throughout the term of the rental contract, the renter shall be under the obligation, at all times, to carry with him/her his/her copy of such contract.

3. In the event of the vehicle being used to transport children below the age of three or persons older than three but whose height does not exceed 150 cm, the renter shall be required to be in possession of child restraint devices. The renter shall also be required to check that such child restraint devices are suitable for the vehicle and are properly used and installed in it. The owner shall assume no liability resulting from any failure to use, install, or check the obligatory restraint device, or resulting from its incorrect use or any possible manufacturing defect in it, since these aspects are the responsibility of the renter exclusively.

4. The vehicle may only be used on public roadways. The use of the vehicle in the following circumstances is expressly prohibited:

- a) The driving of the vehicle on unauthorized or unsurfaced roads, or roads whose condition is such that they pose a risk of the vehicle being damaged.
- b) Use of the vehicle to participate in races, competitions or challenges of any kind.
- c) Use of the vehicle for driving practice purposes.
- d) Use of the vehicle in trials designed to test the strength of materials, accessories or products for cars.
- e) Use of the vehicle in the event of any hazard being present, and in particular when the warning lights on the dashboard are lit up.
- f) Use of the vehicle for the transportation of passengers in exchange for payment.
- g) Use of the vehicle in the committing of criminal acts, even when the act in question is only regarded as a criminal offence in the place where it was committed.
- h) The driving of the vehicle when the driver's physical condition is impaired owing to the consumption of alcohol or drugs or due to fatigue or illness.
- i) Use of the vehicle to move or tow other vehicles or any other object.
- j) Use of the vehicle to transport toxic or inflammable substances or substances which are generally hazardous, and/or which breach currently applicable legislation.
- k) The transporting of the rented vehicle on board any kind of boat, train, lorry or aircraft, unless an express authorization from the owner has been obtained in writing.



l) The driving of the vehicle within the grounds of ports, airports, aerodromes, and/or similar facilities which are closed to public traffic, and in the grounds or facilities of oil refineries and companies, unless an express authorization has been obtained in writing from the owner.

5. The renter must ensure that the load which the vehicle is carrying is correctly distributed and safely stowed and that the restrictions with respect to weight, quantity and/or volume permitted and reflected in the Driving Licence and/or Andorran Yellow Card issued in respect of the Vehicle are adhered to at all times. Similarly, the renter undertakes not to transport more passengers than are permitted, as reflected in the Driving Licence and/or Andorran Yellow Card in respect of the Vehicle.

6. The renter is banned from assigning, subleasing, leasing, mortgaging, pledging, or selling, or establishing any kind of security interest in, the vehicle, the rental contract, the keys to the vehicle, its documentation, features, tools and/or accessories and/or any other element or part of it; it is also banned from treating the above items in a manner which is damaging to the owner.

7. The insurance document of every vehicle specifies the countries to which the rented vehicle must not be taken, and the countries for which certain vehicle models are not covered by the insurance. In the case of travelling to Spain, the movement of the vehicle from the mainland to the islands and vice versa and/or between the islands, and to Ceuta and Melilla, is expressly banned unless an express authorization has been obtained in writing from the owner. The same applies to any other travelling between mainland and islands of any other country. The renter is under the obligation to inform him/herself as to the specific traffic regulations in force in the countries to which he/she expects to travel and to comply with any obligations deriving from breaches of such regulations. The renter is under the obligation to ascertain whether in the countries to which he/she intends to travel there exists the obligation to pay specific road charges in order to use certain special roads, and in this case to pay such charges.

8. At the time of formalisation of the rental contract and at the handover of the vehicle, the renter and any other person named by the renter as a driver of the vehicle must be present to sign the rental contract before the owner and to present their driving licence, which must be valid and currently effective in the country in which the rental takes place. The owner reserves the right to refuse to rent the vehicle in the event that the renter, or the person named by the renter as driver, fails to present proper evidence showing that he/she holds a valid driving licence currently effective at the time of formalization of the rental contract.

The vehicle may only be driven by the renter, and by the persons named in the rental contract, provided that these persons are older than 21 and 25 years of age respectively, depending on the vehicle to be rented, and provided that they have held their driving licences for the time required for the category of vehicle to be rented. Specific charges shall apply to drivers who are younger than 25, the price thereof being indicated in the currently applicable table of charges.

The renter shall be responsible for ensuring that any driver is in possession of a driving licence which is currently valid and effective in the countries in which the vehicle is used. The pertinent particulars of the renter and of the persons named by the renter as drivers of the vehicle shall be taken down for the purposes of the rental contract to be entered into. This shall apply in particular when the authorities require the owner to identify the driver by which an infringement was committed. If the driver cannot be identified, the renter shall be liable for payment of any fine or penalty incurred during the term of the rental.

The following are to be regarded as driving licences valid in Andorra:

- a) Those issued in accordance with currently applicable Andorran legislation.
- b) Those issued by European Union member states in accordance with community legislation.
- c) Those issued by other countries which are recognised as valid and enable the holder to drive in Andorra, according to the rules of the Servei de Circulació d'Andorra.



d) A valid international licence, along with a valid national driving licence of the corresponding country, as is required to drive in Spain according to rules of the Servei de Circulació d'Andorra.

The renter shall be personally and severally answerable for the persons who drive the vehicle during the term of the rental.

9. Without prejudice to the liability of the renter vis-à-vis third parties, if any of the situations envisaged in points B.4, B.5, B.6, B.7 and B.8 arises, the owner shall be entitled to regard the contract as having been terminated with immediate effect, and to claim compensation for any damages – including loss of profit – which it may have incurred due to the infringement committed.

C. CONDITION OF THE VEHICLE

1. The renter receives the vehicle described in the contract in proper working order, correctly-maintained, with its bodywork undamaged, and without imperfections, apart from any defects observed and reflected in the rental contract itself at the time of receipt of the vehicle. In the event of observing any defect in the rented vehicle which is not reflected in the rental contract, the renter shall be under the obligation to communicate this to the office of the owner at which the rental contract was formalized before moving such vehicle from the parking place in which it is currently parked.

2. The renter receives the vehicle described in the contract along with its complete documentation, and the key to the vehicle, tools and accessories, particularly the reflective jackets and warning triangles, which are to be checked by the renter at the start of the rental, with any deficiency being communicated to the office at which the vehicle was rented. The renter undertakes to use the accessories with care and to return them in the same condition in which they were handed over. If any accessories are not returned upon termination of the rental contract, the renter undertakes to pay the owner, for those which are not handed over, the amounts indicated in the currently applicable table of charges. The renter is responsible for locking the vehicle properly when leaving it.

3. In the event that during the rental any of the warning lights in the instruments panel lights up, indicating that there is an abnormality in the functioning of the vehicle which affects its safety, or when external signs of any anomaly or malfunction in the vehicle are observed, the renter shall be under the obligation to stop the vehicle as soon as possible and contact the owner or the roadside assistance company contracted by the owner. The use of the vehicle if there is any risk involved is prohibited. Also prohibited is the manipulation of the vehicle's odometer, any malfunction in this device being required to be communicated immediately to the owner. Charges billed other than by the aforementioned and official roadside assistance company in cases of emergency shall only be accepted if they are billed by an official repair shop for the vehicle make in question following express authorization by the owner.

Road assistance might be charged to the renter, as it is specified in the List of Additional Charges, according to the limitations on liability and optional coverage contracted by the renter.

No matter which is the case, the renter must declare if he has made an abusive, negligent or forbidden use of the vehicle, as stated in clause B.4.

4. The renter is required to make regular checks of the levels of fluids and oil, and, generally, to allow the pertinent safety inspections or tests of the vehicle, in accordance with the usage specifications for the type of vehicle in question, to be carried out. These tests must be performed by repair shops authorized by the owner. If this condition is not adhered to, the renter shall be liable for any damage resulting from the incorrect topping up of fluid levels in the engine of the rented vehicle.



5. In the case of rented vehicles which contain a an AdBlue[®] tank, the renter must ensure that such tank is always sufficiently full, and shall be liable for any damage incurred as a result of any default on this obligation.

6. The renter agrees to return the vehicle with the same level of fuel in the tank it had at the moment of the signature of the contract and pickup of the vehicle. If he/she fails to do so, he/she shall be billed the cost of the fuel plus a processing surcharge as reflected in the currently applicable List of Additional Charges, in which case such amounts may be charged either against the deposit or to the credit card with which payment was made. The renter is required to fill the vehicle up with the right kind of fuel, any failure to do so resulting in the renter being liable for the expenses incurred in moving the vehicle and/or repairing the damage caused to it. In such circumstances the renter shall also be required to pay the owner the pertinent charge for loss of profit owing to the immobilization of the vehicle. In the event of the tank returned with more fuel than at the moment of the signature of the contract, no refund shall be payable.

7. The renter receives the vehicle with all its tyres including the spare tyre (or, failing this, a tyre repair kit) in good condition and with no punctures, except in the case of vehicles equipped with a run flat tyres system. The renter undertakes, in the event of deterioration and/or loss of any of the tyres (attributable to causes other than the normal wear and tear of the tyre, to its having been incorrectly fitted, or to a manufacturing fault), to inform the owner of this. Repairs and/or replacements of tyres must be carried out by repair shops authorized by the owner; otherwise, the renter shall be liable for any damage incurred owing to their incorrect replacement.

8. The renter is banned from making any changes to the technical characteristics of the vehicle, and from making any alteration to its external and/or internal appearance (unless it has obtained in writing an express authorisation from the owner). If this condition is defaulted on, the renter shall be required to meet the duly evidenced costs incurred in returning the vehicle to its original state, and to pay an amount by way of compensation for the immobilization of the vehicle.

9. When in view of the net weight of the vehicle and the possibility of fitting it with a trailer, a road supplement is required to be paid, the renter, following authorization in writing by the owner, shall be under the obligation to complete the corresponding formalities and pay such supplement, with the owner being held fully harmless from any charge, tax, surcharge, penalty or cost billed to it for breaches of the applicable rules. The rented vehicle is required to be returned to the owner in the same condition as when it was received.

D. BOOKINGS

1. Bookings refer to categories of vehicles. Bookings for a vehicle in a certain category do not imply entitlement to allocation of a particular model within such category.

2. The owner shall hold the booking for a period of sixty minutes as from the agreed time, and once this period has elapsed it shall be under no obligation to provide the service in the conditions agreed upon.

3. The following conditions shall apply in relation to prepaid charge bookings:

Cancellations may be made prior to commencement of the rental and within three days' advance notice (72 hours), as it shows at the reservation confirmation. Cancellation must be made by email to info@ifrent.com, mentioning always the driver name and the booking number. The charge for it is of 50€ net in concept of compensation for cancellation. If the cancellation takes places during a shorter period of time than the above mentioned, no refund shall be made to the renter. If the booked vehicle is not collected or the vehicle is not collected at the agreed time, the owner shall withhold the total amount of the rental price which has already been paid.



E. RENTAL CHARGES / DUE DATES / GUARANTEE DEPOSIT / FORM OF PAYMENT

1. The renter undertakes to pay the following to the owner:

1.1. The rental charges reflected in the rental contract corresponding to the term of the rental (the minimum rental charge is 24 hours), coverages, limitations on liability, additional features and complementary services, in accordance with the stipulated conditions, plus applicable taxes and levies.

These shall be billed based on the charges in force at the time of making the booking. If there has been no prior booking and/or unless a reduction or special price has agreed upon, the rental charges applied shall be those reflected in the table of charges in force at the time of formalization of the rental contract.

1.2. Charges for failure to return the vehicle in proper working order, correctly-maintained, and without damage to the bodywork, as it was received at the time of the rental. The renter is liable vis-à-vis the owner for any damage caused to the vehicle during the term of the rental, for the total or partial theft of the vehicle and any damages deriving from breaches of contract, except as established in the limitations on liability and optional coverage contracted (see clause G.10), and as may result from the application - for aspects not regulated by these conditions - of currently applicable legal provisions.

If the limitations on liability envisaged in clause G.10 are contracted and a loss event occurs, the renter shall only be liable vis-à-vis the owner as indicated below, in addition to the corresponding amount reflected in the currently applicable table of charges:

- a) for damages which the renter or persons for whom the renter is answerable, have caused through acts of wilful misconduct or gross negligence;
- b) when the renter fails to hand over the report describing the accident and/or amicable settlement report, or does so late or incompletely, or includes in such reports false statements and information;
- c) for damages caused to the owner in cases in which there was a duty-of-care default or default on the obligation to request the presence of the police, as envisaged in clause G, unless such damages were caused without there having been any wilful misconduct or gross negligence on the part of the renter;
- d) in the event that the damage was caused by an unauthorized driver;
- e) in the event of any breach of the bans established in points B.4, B.5, B.6 and B.7 of these conditions.

Charges for repairs and accessories for which the renter is liable shall be calculated by the company selected by the owner for this purpose, or by another independent and official expert. The majority of these minor damages are typified at the List of Minor Damages to be found in any if Rent office. The amount thus calculated – where appropriate, the amount of the excess – shall be claimed from the renter along with the administrative charges for damage processing tasks. The renter is entitled to receive a copy of the appraisal report. If the cost cannot be calculated in this manner, it shall be regarded as equivalent to the estimate given by the repair shop. The indemnity payable by the renter if the vehicle is a total loss shall be the financial value of the vehicle at the time of the loss event. Along with the amount of consequential damages thus established, the owner shall be entitled to claim damages for loss of profit owing to the fact that it is unable to use the damaged vehicle.

1.3. Charges for the contracting of additional features or additional complementary services subsequent to formalization of the rental contract and during its term. These amounts are to be billed at the charge rates in force of contracting the additional items in question and must be reflected in the new rental contract signed by the renter.

1.4. The amount corresponding to the fuel with which the tank had not been refilled at the time of return of the rented vehicle and the corresponding refuelling expenses, as established in clause C.6 and the exceptions to it. Fuel charges are to be billed based on the current market rate and refuelling expenses based on the List of Additional Charges in force at the time.



1.5. Charges for moving the vehicle and/or the repair of damages caused to it through use of the wrong fuel following an incorrect refuelling operation, as established in clause C.6.

1.6. The number of kilometres travelled by the rented vehicle in excess of the kilometrage specified in the rental contract. The amount charged in this respect shall be billed at the corresponding price as stated in the booked rate.

1.7. Expenses incurred in obtaining a duplicate of, and/or dispatching the key to the rented vehicle, in the event of such key being lost and/or damaged, and in moving a vehicle immobilised in such circumstances to the owner's nearest rental office. Similarly, the owner shall be entitled to charge the renter compensation for the immobilisation of the vehicle. Such compensation charges shall be based on the corresponding price as reflected in the currently applicable List of Additional Charges.

1.8. Replacement expenses, in the event that any accessories to the vehicle – such as the two emergency triangles, the reflective jacket and the first aid kit – are found to be missing. These expenses are to be billed based on the corresponding price reflected in the currently applicable List of Additional Charges.

1.9. Expenses for the replacement of the documentation corresponding to the vehicle in the event that this is found to be missing. These expenses are to be billed based on the corresponding price reflected in the currently applicable List of Additional Charges.

1.10. An amount for the special cleaning of the vehicle once it has been returned, in the event of its being returned dirtier than may be considered normal and it required the intervention of a specialised cleaning company. Examples of this special dirt include: vomits, stains that do not come out with a standard cleaning product, cigarette burns, mud, animal waste. This charge is to be billed based on the price billed to the owner by the vehicle cleaning company selected.

1.11. The amount of the Administrative Charge for the Processing of Fines. This charge shall accrue on each penalty report or case file issued by the competent authority in relation to the rented vehicle and in respect of events occurring during the term of the rental. The amount shall be billed based on the corresponding price as reflected in the currently applicable List of Additional Charges.

1.12. The charge for the Processing of Damages Reports. This charge shall accrue if there is found to be material damage to the vehicle which was caused during the term of its rental, irrespective of the scope of such damage and its cause, and regardless of the possible contracting of the limitations on liability defined in clause G.10. This charge shall accrue for each incident which gives rise to damage. It is to be billed based on the corresponding price reflected in the currently applicable table of charges. As an exception, the charge for the Processing of Damages Reports shall not apply to vehicle rentals for which the renter has contracted the limitation of liability coverage referred to in clause G.10.5 (Super Top Cover LDW), and/or Glass & Tyre Coverage (clause G.10.3), either in conjunction or individually, based on the damaged part of the vehicle, provided that the accident did not occur as envisaged in clauses G.6, G.7 and G.8.

1.13. The amount for the replacement and placing of the owner's advertising signage on cargo vehicles when such signage has been damaged or gone missing during the term of the rental. This charge is to be billed based on the corresponding price as reflected in the currently applicable List of Additional Charges.

1.14. Unless a written agreement has been reached which indicates otherwise, the charge – based on the prices established in the currently applicable List of Additional Charges. – for the cost of returning to their place of origin vehicles which are returned at a centre other than that from which they were obtained.



2. Payment due dates

2.1. The price of the rental as established in the rental contract, and any coverage, limitation on liability, additional features, complementary services, taxes and applicable levies fall due and are payable at the start of the rental.

2.2. In rentals for periods of over 30 days, payments shall be due in respect of 30-day periods, falling due in all cases at the start of each period.

2.3. The renter shall be in a situation of default as from the day after the date on which the corresponding payment obligation fell due, with no demand being necessary. In the event of default, the owner, in addition to the amount owed and interest at the legal interest rate plus three points, may claim the expenses incurred by it in demanding the amount owed under the contract entered into.

3. Deposit at the start of the rental

3.1. The renter undertakes to hand over to the owner, prior to the start of the rental, an amount by way of deposit equivalent to three times the price for the rental period booked plus, where appropriate, the amount corresponding to any additional services and features contracted, levies and taxes. The deposit thus paid shall remain in the owner's possession to secure payment obligations or liabilities assumed by the renter vis-à-vis the owner. The owner is entitled to use the amount of the deposit for payment of the aforementioned obligations and liabilities, without prejudice to its entitlement to demand any amounts payable over and above the amount of the deposit.

3.2. The minimum guarantee deposit required by the owner is Euros 150.00 per contract. In the case of rentals for periods of over 30 days, the maximum deposit shall be three times the price of the rental booked plus additional services and features contracted and levies and taxes for a 30-day period. In the event of the renter renting special-category vehicles, the owner may demand a deposit of at least Euros 2400,00€.

3.3. The deposit is to be placed by the renter using a credit card which is accepted by the owner. The time left until the credit card used to place the deposit expires must exceed the term of the rental contract. This deposit obligation shall also be applicable in respect of prepaid charge rentals, the renter undertaking to present the credit card with which he/she made the booking for the purposes of the deposit to be placed with the owner.

3.4. Prior to the start of the rental, the owner shall request an authorisation from the entity which issued the credit card for the amount of the guarantee deposit securing payment obligations or liabilities to be assumed by the renter over the envisaged term of the rental. This amount shall be available, at the owner's request, at the time of formalising the rental contract. If this deposit cannot be placed, the owner may refuse to formalize the rental with the renter.

3.5. Once the vehicle has been returned and the necessary inspections have been made of it, the amount billed to the renter for the rental of the vehicle and other items in accordance with clause E.1 shall be charged to the credit card provided by the renter. The authorization that the issuer of the credit card was asked to provide by way of deposit at the start of the rental, shall from that point onwards be considered invalid. In the event that the quantity to be paid by the renter was higher than the initial deposit, the owner is entitled to charge the difference to the renter's credit card.

4. Form of payment

4.1 Unless another form of payment established beforehand by the owner is agreed upon, the price of the rental, and the deposit and all other amounts agreed upon are to be charged to the credit card



communicated by the renter at the time of making the prepaid charge booking and at the time of formalization of the contract if the booking was not a prepaid charge booking. The credit card thus communicated to the owner cannot be changed at any time by the renter, either during the term of the contract or once it has come to an end. In addition, the time left until the credit card used to make the payment expires must be longer than the term of the rental contract.

4.2. The additional features and/or additional complementary services found to have been received when the contract comes to an end are to be charged to the same credit card. The renter may request a breakdown of the items billed and may contest them within the legally-established period.

4.3. In cases in which a prior authorisation has been given by the owner, and following a solvency study, payments may be made upon receipt of billings, such billings becoming payable 7 days after the date on which they were issued, with the possibility of collections being made by the owner through a standing order.

4.4. By entering into contract with the owner and communicating the details of his/her credit card at the time of contracting, or at a later point, the renter authorizes the owner to charge against such card the receivables accruing in relation to the rental contract, corresponding to the price of the rental, to the deposit and to any other costs and liabilities mentioned in these terms.

4.5 The owner shall accept none of the payments corresponding to conditions established in Clauses E.1 and E.3 through the use of a debit card of the renter.

F. RETURN OF THE VEHICLE

1. The term of the rental shall be the period initially agreed upon in the rental contract, and it shall be billed by periods of 24 hours counted as from the time of formalization of the contract. The renter undertakes to return the vehicle to the owner along with the keys, documentation, accessories and additional features, before the contracted rental period comes to an end and in the place agreed upon in the rental contract. If the vehicle is not returned in this way, the renter shall be under the obligation to pay the owner the additional charges referred to in clause E.1. The service shall be regarded as having come to an end when the vehicle and the keys to it have been received by the owner's personnel or have been placed in the collection box kept by the owner for this purpose. In this latter case, the date and time of return shall be considered to be the date and time of the box.

2. If the vehicle is returned late, the period not agreed upon in the rental contract shall be billed at the currently applicable charge rates. Special charges shall only be applicable in respect of the periods specified in the corresponding offer. In the event of the period in question being exceeded, the currently applicable rates shall be applicable for the entire term of the rental contract.

3. The renter shall be responsible for guaranteeing the effective handover of the vehicle in the place agreed upon in the rental contract. Unless a written agreement has been entered into which indicates otherwise, the renter shall be required to return the vehicle within the office hours displayed for each of the owner's branches. The returning of the vehicle in a place other than that agreed upon for reasons not attributable to the owner may imply additional charges for the renter, calculated according to the currently applicable table of charges, for the time for which the vehicle was not at the owner's disposal, in addition to the corresponding costs.

4. The amount paid by way of deposit at the start of the rental contract, by the renter to the owner, may not be used to extend the term of the rental. If an express authorization by the owner is obtained beforehand, the rental contract may be extended to cover a period of time longer than was agreed upon, provided that the renter requests this extension with three days' advance notice. An extension cannot be made by phone. The renter undertakes to authorise immediately the amount of the additional deposit corresponding to such extension, the price applicable to the period by which the



rental is extended being that stipulated in the currently applicable valid rates. The renter shall be responsible for going to the owner's offices to obtain the new rental contract with the corresponding extension. The owner may refuse to grant an extension to the rental contract. The original contract shall also apply in cases of replacement of the vehicle and for rentals longer than 30 days.

5. In the case of rentals for periods longer than 30 days, the renter shall be under the obligation to go to the owner's offices on the date indicated in the rental contract so that the vehicle can be inspected, and to stay within the maximum permitted mileage.

6. In the event that the vehicle is not returned by the renter on the agreed date, and if a period of three days elapses without there being any news regarding the delay in its return, the owner shall regard the vehicle as having been unlawfully appropriated and shall report this to the competent authorities.

7. In the event of returning the vehicle before the stated date of the rental agreement, no refund of the agreed and paid amount shall be made by the owner. In case of major force such as acts of nature, terrorism, intervention of public and governmental authorities, war, insurrection acts, labour conflicts, the renter might get a proportional refund of the period not enjoyed prior to the presentation of documents that certify the before mentioned events.

G. COVERAGES / LIMITATIONS OF LIABILITY

1. The obligatory Civil Liability insurance policy has been taken out in respect of the vehicle, with maximum coverage of Euros 85 million for damages to property and personal injury caused through its use and operation, in accordance with European Union legislation.

2. This coverage is guaranteed and assumed by the insurer with whom the owner has taken out the corresponding insurance policy. By signing the rental contract, the renter adheres to the insurance policy in question as insured.

3. This insurance is valid in the countries indicated in the insurance document, normally the countries belonging to the European Union.

4. The excesses per claim applicable are those in force at the time of the rental, as reflected in the currently applicable table of charges.

5. The fact of the vehicle being damaged does not automatically result in the owner being under the obligation to place a replacement vehicle at the renter's disposal.

6. Personal injury and damage to property caused by the renter through wilful misconduct or gross negligence are not covered by the insurance and liability for such damages therefore rests fully with the renter.

7. Similarly, the following are excluded from the insurance coverage: loss events in which the driver of the vehicle was not an authorised driver, in which the driver was not in possession of a currently valid driving licence, when the use of the vehicle breaches the stipulations of points B.4, B.5, B.6, B.7 and B.8, and in the situations envisaged in clause G.10 of these conditions.

8. The liability limitation contracted excludes damages caused not by a loss event but through acts of negligence, imprudence or carelessness taking place inside the vehicle, or involving its engine and/or underbody or roof.



9. Optional coverage

PAI (Personal Accident Insurance)

The personal accident insurance covers the consequences of an accident (invalidity or death) and the medical expenses of drivers and/or occupants of the rented vehicle. If this coverage is contracted, the amount covered is Euros 30,050.00 for invalidity and death and Euros 3,050.00 for medical expenses. If there is more than one occupant, this amount of compensation shall be increased just once by 50% and distributed between the injured parties on a pro rata basis.

10. Limitations on liability

10.1. LDW (Loss Damage Waiver)

If this is contracted, the limited liability coverage releases the renter from liability (except for the agreed amount of the excess stipulated in the rental contract) for injury suffered or damage caused to the vehicle, its components or accessories owing to a traffic accident, other than injury or damages suffered as a result of theft or attempted theft or acts of vandalism.

The LDW is only applicable if the renter fills out correctly the accident report, indicating clearly the particulars of the vehicles and drivers involved in the accident and the conditions and circumstances in which it took place.

10.2. TP (Theft Protection)

If this coverage is contracted, the renter's liability for any loss of, or damage to the vehicle, its components or accessories, resulting from theft or attempted theft or acts of vandalism, is limited to the amount of the excess stipulated in the rental contract.

TP coverage is only applicable if the renter hands over to the owner the original set of keys to the rented vehicle which he/she was given at the time of formalising the contract, without these keys having been manipulated in any way, and the original of the report relating to the incident which was submitted to the competent authorities.

10.3. GT (Glass & Tyre Coverage)

If contracted, GT covers the renter in respect of damages to both glass and tyres.

10.4. BE (Top Cover LDW)

The BE coverage for reduction of the excess limitation, provides a partial exemption from the excess corresponding to the renter which is covered by neither LDW nor TP. The reduction of the excess applies to certain types of vehicle only, with the reduction varying based on the type of vehicle rented. To contract this optional BE coverage, the LDW and TP coverages must have been contracted first.

10.5. BF (Super Top Cover LDW)

The BF coverage for reduction of the excess limitation makes it possible to obtain a total and/or partial exemption from the liability corresponding to the renter which is covered by neither LDW nor TP. The reduction of the excess applies to certain types of vehicle only, with the reduction varying based on the type of vehicle rented. To contract this optional BF coverage, the LDW and TP coverages must first have been contracted.

11. All these optional coverages and limitations of liability are applicable once they have been contracted by the renter, and are applicable exclusively to the renter and drivers authorised by the renter, following payment of the amount agreed upon at the time of renting the vehicle. The contracting of these additional coverages is to be reflected in the rental contract. The cost of these limitations of liability, which are optional, and the amounts of the excesses applicable may be consulted in the currently applicable table of charges. The limitation of contractual liability shall only be applicable for as long as the rental contract remains in force.



12. The owner has no liability with respect to objects owned by the renter which are left inside the vehicle during the term of its rental. Any damage to or theft of such objects shall be the responsibility of the renter entirely.

H. ACCIDENTS / THEFT/ REPORTING OBLIGATION

1. In the event of an accident, theft, fire, damages caused by natural events, and in general, any damage incident, the renter shall be under the obligation to do all he/she can to protect the interests of the owner. The renter shall also be required to complete a report describing the accident, whether he/she was responsible or not, and whether or not any third party was involved.

In the event of an offence having been committed, of there being injured persons, and of an investigation being required to establish the culpability of the parties involved, the renter shall be under the obligation to report the matter to the police immediately.

2. In the event of an accident involving another party, the renter shall be required to fill out the standard amicable settlement report which is included in the vehicle documentation and inform the owner of the accident within a maximum of 24 hours, by presenting a copy of the corresponding report, the original of which is to be handed over within a maximum of two days. If the other party involved refuses to subscribe an amicable settlement report, the renter must request the presence of the police and, similarly, provide the owner with a copy of the corresponding police report.

3. The accident description reports and/or the amicable settlement reports are to be filled out in their entirety and in as much detail as is possible, describing both the damages themselves and the circumstances in which they were incurred. The renter undertakes to sign both documents and to obtain the signature of the other party involved, if there is one. If the other party refuses to sign, the renter must request the presence of the police at the scene to clarify the events relating to the accident, since if this is not done the renter will be regarded as the party responsible for it, unless he/she is able to present evidence demonstrating that this was not the case.

4. The fact of the vehicle being damaged or stolen does not imply automatically that the owner is under the obligation to provide the renter with a replacement vehicle.

I. LIABILITIES

1. The liability of the owner covers damages and injury caused by its employees and other persons for whom it is answerable by law, in the event of there having been wilful misconduct or gross negligence, unless the owner can prove that it acted with due diligence in trying to avoid such damage. Compensable damages for breach of contract shall cover only foreseeable and reasonable consequential damages, and shall in no case be based on mere expectations.

2. There shall be no limitation to the liability of the renter and his/her collaborators for breaches of any legislative provision which they may commit during the term of the contract, particularly for traffic offences. The renter shall hold the owner harmless from all and any penalties, fines, levies, surcharges, and, in general, costs of all kinds, imposed by public administrations. All expenses actually incurred corresponding to the administrative tasks which the owner is required to assume as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence, as referred to in clause E.1.11, shall fall to the account of, and be payable by, the renter.



J. TERMINATION OF THE CONTRACT

1. The parties shall be entitled to terminate the contract when there exist legally valid grounds for doing so. The owner shall be entitled to terminate the contract with immediate effect in the event of a delay of more than seven days in payment by the renter of any amounts due, or in the event of there being any other reasonable grounds for doing so.

In this respect, the following are understood to constitute reasonable grounds:

- The rejection of bills, cheques or credit card charges, unless the renter proceeds to make the corresponding payment within seven days, or any breach of the conditions of payment previously agreed to by the owner.
- In the event of the renter using the vehicle in a manner not concordant with its intended purpose, or causing damage to it through wilful misconduct or gross negligence. This shall be understood to include failure to perform maintenance tasks or present the vehicle for inspections when he/she is under the obligation to do so.
- Any breach of applicable provisions in relation to commercial transport.
- The breaching of any of the bans established in points B.4, B.5, B.6, B.7 and B.8. of these conditions.
- And in general, when the circumstances are such that the continuation of the rental relationship is not enforceable, e.g. a high accident rate.

2. In the event of termination of the contract, the renter shall be under the obligation to return immediately the vehicle, the keys, the documentation and the accessories. In any event, the owner shall be entitled, when it terminates the contract, to move the vehicle from wherever it is located at the time.

3. In the event of a termination of contract, the owner shall be entitled to claim compensation for any damages incurred. This shall include not only consequential damages (including breakdown vehicles, appraisals, legal costs, etc.) but also loss of profit attributable to the fact of the vehicle being unavailable for use.

K. PROTECTION OF PERSONAL DATA

1. For the purposes of the provisions of currently-applicable legislation on the protection of personal data and information society services and electronic commerce, Etna Serveis S.L.U. informs you that your personal data – both data provided for the formalization of this contract and data compiled during the provision of rental services – are to be included in a personal data file which has been duly entered in the Register kept by the Andorran Data Protection Agency. This file was created by and is the responsibility of this company, which is domiciled in Avinguda Carlemany 70 Centre Comercial Illa Carlemany planta -1, AD700 Escaldes, Andorra, by which it is to be used in the management of the vehicle rental services contracted, as well as for commercial purposes such as informing you from time to time of offers, products and promotions – of the company itself or of third parties – which may be of interest to you, either by electronic mail or using any equivalent means.

2. The owner might assign your data to companies in the tourism and transport sector which either currently, or at some point in the future, collaborate in the activities performed by the owner, in order to inform you of products or services which may be of interest to you.

4. In the event of the renter defaulting on any of his/her payment obligations relating to the contracted rental services, and following the issue by the owner of a payment demand which is not acted upon by the renter, the owner shall be entitled to communicate the renter's data to data files containing information on solvency and creditworthiness, in accordance with the provisions of currently-applicable data protection legislation.



5. The renter may exercise his/her rights of access, rectification and cancellation of personal data, or object to the sale, use or assignment of such data by sending a communication to this effect to the following address: Etna Serveis S.L.U., Avinguda Carlemany 70 Centre Comercial Illa Carlemany planta -1, AD700 Escaldes, Andorra.

L. GENERAL PROVISIONS

1. The renter shall be entitled to receive a copy of these general conditions in Spanish, Catalan and English, as has been stated in the versions of this document drawn up in other languages. In the event of any discrepancy, the prevailing version shall be that drawn up in Catalan.

2. Accounts receivable from the owner may only be offset in the case of accounts which have been acknowledged in a definitive court or arbitration ruling, or which have been acknowledged by the owner.

3. If there is more than one renter, all the renters shall be severally liable vis-à-vis the owner.

4. All rights and obligations deriving from these conditions and from the contract shall apply also to the authorised drivers.

M. AMENDMENTS

1. There exist between the renter and the owner no agreements which have not been reflected in writing in the rental contract or in these general conditions. Any amendments to them must be recorded in writing and signed by both parties.

N. APPLICABLE LAW

1. These general contracting conditions are to be applied and interpreted in accordance with the Andorran legislation in force at each given moment in time. The parties expressly waive their own codes of law and agree that any dispute relating to the interpretation or enforcement of these General Conditions shall be referred to the Courts and Tribunals of Andorra.

01/10/2014