

1. GENERAL CONDITIONS: The **PAYER** declares to have received the vehicle in perfect condition, obliging itself to return it in the same conditions. The **PAYER** is responsible for the damage caused to the vehicle, as well as its theft or loss. The **PAYER** also receives an expert report with the damages, kilometers and fuel present in the vehicle at the beginning of the rental. In this part there is a table with the estimated values of the most common damages in vehicles. In the event of assessing damage to the return, both the **LESSOR** and the **PAYER** shall be governed by said table. The **PAYER** will leave a deposit. This deposit will be returned in full after a maximum of 7 calendar days if the vehicle is returned correctly. Part or all of the bond may be withheld for breach of the clauses of the contract. The vehicle can not under any circumstances be taken out of the island it was rented on.

2. INSURANCE: The **LESSOR** offers the **PAYER** a compulsory **INSURANCE** and civil liability, plus one for occupants according to conditions stipulated by the insurance company. It also offers insurance against accident for own damage (**CDW**) plus an **INSURANCE** against theft (**TP**), with an **EXCESS** on the rented vehicle. The **PAYER** may be exempted from the **EXCESS(SCDW)** by paying the corresponding premium, which is reflected in the current general rate. In any case, and even with the exemption of a **EXCESS**, keys and locks, bottoms, roofs, wheels, glass, interior and upholstery are excluded from the coverage. Fuel error is also excluded. You can also take out a **PREMIUMINSURANCE (SP)** to cover the wheels, windows and locks. In no case are the theft of belongings from inside the vehicle included in **the INSURANCE**. Cleaning the vehicle, if the staff deems it appropriate, will incur a charge of between 60 and 150 euros. For mopeds and motorcycles, loss, theft or damage to helmets and keys, as well as breakage of the saddle upholstery, are excluded from the coverage. In case of theft, the **PAYER** must present the pertinent complaint and the vehicle keys or the **INSURANCE** will be invalidated. In case of an accident, it must be communicated immediately to the **LESSOR** and a correctly filled in accident report together with a police report must be presented or the **INSURANCE** will be invalidated. The **INSURANCE** will also be invalidated, in the following cases:

- a) The vehicle is driven by a person other than the **TENANT** or **ADDITIONAL DRIVER**.
- b) The driver violates the laws of the Highway Code.
- c) Damages are caused intentionally.
- d) More people than authorized are mounted in the vehicle
- e) The vehicle is driven off the road
- f) The driver drives under the influence of alcohol or other narcotic substances.
- g) The **PAYER** dedicates it to any activity, when it directly or indirectly implies subletting the vehicle.
- h) The vehicle is driven negligently and this leads to the breakage or notable wear of one or more of its parts.
- i) The vehicle is use for unauthorized commercial purposes.
- j) The damages are caused by vandalism, terrorism, natural disasters or weather.
- k) The vehicle is involved in an accident and the **LESSOR** is not notified.
- l) The vehicle is driven off the road without another vehicle involved.

When the **INSURANCE** is invalidated, the **PAYER** will be responsible for the total repair of the vehicle as well as the administrative expenses and the days of stoppage of the vehicle, according to the rate in force at the time of the stoppage. In the event of an accident, an amount of 95 euros will be charged for administrative expenses, regardless of the **INSURANCE** contracted by the **PAYER**.

3. REPAIRS: The **LESSOR** will not pay the amount of the repair carried out by people who do not have written authorization, and is not responsible for any agreement between the **PAYER** and a person outside the company. In case of breakdown, the **LESSOR** needs a minimum time to solve the problem. This time is estimated at 72 business hours. In case of having to request crane assistance for reasons beyond the control of the company (leaving lights on, loss of keys, breakage of the bowler, etc.), the **LESSOR** will charge an amount of between 180-650 euros for such assistance, unless it is has offered and contracted roadside assistance.

4. RETURN OF THE VEHICLE: The **PAYER** must deliver the vehicle at the agreed place and time. If the vehicle is returned earlier, the **PAYER** will not be entitled to any refund. In case of late return, the **PAYER** will be charged the corresponding rental days according to the current current rate and not the initial rental rate, plus a penalty of 25 euros per day. In any case, the **LESSOR** offers a courtesy hour to the scheduled return. If the vehicle is parked at the K10 Rent a Car facilities while it is leased, a 30 euro penalty will be charged per day. Returns outside office hours must be requested at the beginning of the rental, and only under acceptance of the **LESSOR**. In case of return after hours, the **PAYER** will continue to be responsible for the vehicle until the next opening of the premises where the return has been made. If the vehicle is not returned within the established period, the **LESSOR** is empowered to take over the vehicle or to require it in court. In case of modification or extension of your contract, you must notify the company at least 48 hours in advance and show up at the K10 Rent a Car premises. In any other case, vehicle availability cannot be guaranteed. Extensions requested by phone or email will not be accepted.

5. GASOLINE AND FINES: They are in charge of the **PAYER**. In case of returning the vehicle with a lower amount of fuel than the collection, the **PAYER** will be charged the value of the missing fuel plus a refueling service of 17 euros. In the event that the Company receives a fine or penalty without prior notice from the driver, between 29-45 euros will be charged for management fees. This does not include the amount of the fine or penalty.

6. EXTRAS CHARGES: The **PAYER** authorizes the **LESSOR** to charge his credit or debit card, all the extra charges generated by the rental or return of the vehicle, even those generated once the rental has been finalized. It also authorizes to deduct these charges from the deposit deposited by the **PAYER** at the beginning of the rental. There is a damage table annexed to this document displaying common damages and their Price per group.

7. JURISPRUDENCE: In the event of a lawsuit arising from this contract, both parties submit to the courts of the island the vehicle was rented on, expressly waiving any other jurisdiction.

8. LANGUAGE: There may be errors in the language translation. For the purposes of the contract, both parties will be governed by the conditions written in Spanish.

I have read and I declare my agreement to the foregoing on the obverse, as well as the rest of **the GENERAL CONDITIONS** previously defined and the damage table annexed. Likewise, if this rental must be charged to a credit or debit card, my signature authorizes the **LESSOR** to charge the final amount, against my account, with the issuing entity of the card and it is considered as made in the charge number of the Entity.