

## **GENERAL CONDITIONS FOR RENT A CAR WITH LOGICAR**

The present TERMS AND CONDITIONS OF CONTRACT FOR LEASE OF VEHICLES (hereinafter "General Conditions"), will regulate the contractual relationship between LOGICAR RENT (hereinafter "Lessor") and the paying client (hereinafter "Tenant"), under which the first gives the second use and enjoyment of a vehicle for the term, price and other conditions stipulated by the parties in the rental contract, which will be made and signed at the premises of the office located in Coria del Río (Polígono La Estrella Calle Herrero 11) or in Seville - Santa Justa Train Station (Avenida Kansas City 32, Edificio Mirador).

### **I. OBJECT OF THE RENTAL AGREEMENT BETWEEN LOGICAR RENT AND THE LESSEE**

This is the lease without driver of the vehicle described in the particular conditions of the contract for the private transport of passengers and their luggage, complying with all the General Conditions established on this document.

### **II. TO KNOW BY THE LESSEE BEFORE AND DURING THE RENTAL OF A VEHICLE WITH LOGICAR RENT**

You can rent a vehicle any person or legal person who is legally capable and who has all the documents and means of payment accepted by the tenant company to be able to hire and pay the rental thereof and the costs associated with it.

The rental of the vehicle is carried out solely and exclusively in favor of the person that appears in the contract as lessee, even if an intermediary and/or payer comes as a legal entity that authorizes one or more of its employees.

The lessee is, in any case, legally responsible for the rented vehicle and in no way does this grant him the power to lend the vehicle without the express written authorization of LOGICAR RENT.

Only people over 25 years of age and with at least, 2 years of driving license are allowed to drive.

The authorized driver of the leased vehicle may be any person who provides a driving license and a valid identification document to drive a vehicle in Spain.

- Driving license of the countries of the European Union in force with more than 2 years old, written in Latin characters.
- If the driving license is issued in any country outside the European Union and/or in non-Latin characters (Greek, Arabic, Japanese, Chinese ...) it will be required the Driver License of the original country and also, the International Driving License.
- National Identity Document and Passport in force

In cases that you don't are included on these cases, the client must ask to the leasing agency, which reserves the right to make or not the rental of the vehicle.

They are not authorized to drive the rental vehicle those persons who are not expressly mentioned/identified in the rental contract, as well as those persons who do not provide valid identification documents or do not meet the requirements as indicated on this section.

If you allow an unauthorized person to drive the vehicle, this will be considered a breach of the Terms and Conditions. In this case, the unauthorized driver will not be covered by any insurance or protection products offered by LOGICAR RENT, with the exception of the Third Party Liability Insurance of the Automobile that will be applicable in any case.

It is expressly forbidden for the lessee to assign, mortgage, sell, offer as a guarantee, pawn the vehicle, keys, documentation or equipment.

### **III. MEANS OF PAYMENT ESTABLISHED BY THE LESSING COMPANY**

ACCEPTED for the payment of the rent: credit cards Visa, MasterCard.

NOT ACCEPTED for the guarantee deposit: cash (EUROS), prepaid cards, debit cards, American Express, Diners Club, Electron, Maestro, Indigo, Kyriel, Cyrus and other methods of payment that are not in the section above indicated as accepted payment methods.

The use of a nominative accepted card under the name of the tenant is an indispensable requirement.

### **IV. COMMITMENTS OF PAYMENT BY THE LESSEE**

The tenant agrees to pay the landlord:

- A. The rental price that will be the one that, according to the vehicle and the current rates, corresponds at all times.
- B. A caution deposited between € 150 and € 600 which will be refunded at the end of the rental contract provided that the vehicle is returned under the same conditions and with the same accessories with which it was delivered.
- C. The expenses incurred by the lessor as a claim for amounts owed under this contract.
- D. The amount of all fines, legal and/or extrajudicial expenses that may be incurred as a result of infractions to the Road Safety Law, which are directed against the vehicle, the lessee or the lessor, during the term of the contract, to not that it had originated because of the landlord's fault.
- E. The cost of repairing damages caused by the tenant.
- F. The damages that occurred in the event of theft or robbery of the vehicle or its contents during the rental period.
- G. Faults or substitutions for breakage of wheels, tires, vehicle underbody, interior extras, hood, change box for negligence, keys, safety kit, seats, headlights, dashboard, parts and other items that are not covered by any insurance, being the lessee responsible for its use.
- H. The fuel tank; that will be returned to the same level with which it was delivered and expressed in the rental agreement. If the vehicle is refueled by the lessee with the wrong type of fuel, the tenant will be responsible for the costs incurred by the transfer of the vehicle to the LOGICAR RENT base and the repair of the damage caused to it, as well as the payment of a full charge of the fuel used by the vehicle.
- I. The penalty corresponding to the non-performance, in the event of an accident, of the part of the friendly declaration or part of the claim and for the expenses not covered by the insurance, due to failure to comply with the compliance of the friendly party.
- J. Expenses incurred by the lessor for failure to comply with the responsibility of the lessee to file a complaint with the competent authority in the event of total or partial theft of the vehicle; being the lessor liable in the opposite case of the expenses incurred on the search, repair, purchase of parts and others for the value of the stolen.
- K. The cleaning of the vehicle not included in the basic rental contract, being able to hire it separately. The vehicles are delivered clean and must be returned under the same cleaning conditions both inside and outside. Otherwise, you will be charged a deposit of between € 20 - € 100 depending on the assessment of the dirt by the company, as a cleaning service.
- L. The replacement cost in case of loss, breakage or deterioration of the vehicles keys. The value will be 140€ + VAT.
- M. The administrative charge for the management of damage to the return of the vehicle.
- N. The cost of immobilizing the vehicle in case the lessor returns the vehicle in wrong condition and needs maintenance and/or repairs beyond the time stipulated by the company as a rule.
- O. The payment of the fuel used and not refueled during the rental plus a refueling service of € 20.
- P. Cost of extra mileage allowed per day and rent; at a rate of between 0.18 - 0.32 cents per extra kilometer according to vehicle category.

### **V. MINIMUM AND MAXIMUM RENTAL PERIODS ESTABLISHED BY LOGICAR RENT.**

The minimum rental period will be 1 day (24 hours) and the maximum of 30 days. The rental days will count for periods of 24 hours counting from the exact time in which the renter has been delivered the rented vehicle and until the return of the vehicle, its keys and its documentation to the lessor, granting LOGICAR RENT a period of courtesy of 30 minutes counted from the date and time of departure of the vehicle.

In the event that the tenant does not comply with the previous period, the lessor will be entitled to charge the full day's rent amount according to the general rate.

Making the delivery prior to the end of the rental period does not entitle the lessee to return or deduct any amount on the price subscribed in the contract, since it is considered a unilateral termination of the contract by the lessee, waiving any right established in the contractual relationship.

If the tenant fails to comply with any of the points established in the general or specific conditions established in the contract, the lessor reserves the right to withdraw the vehicle from the tenant at any time, and the landlord may request damages.

For operational reasons, the lessor reserves the right to substitute the vehicle at any time for another of similar characteristics, previously informing the tenant. There is no possibility of one-way of the vehicle. Both the exit and the entrance, must be made in the same office, leading, otherwise, charges from € 100 to € 200 according to category and distance of return of the vehicle with respect to the departure office.

## **VI. RETURNS OF THE RENT IN CASE OF REQUEST AND / OR NEED OF THE LESSEE**

In case you want to extend the rental period, you should follow the following:

- For extensions less than 24 hours: call the office or go to it to obtain the consent of LOGICAR RENT and express the payment thereof with an accepted method.
- For expansions of more than 24 hours and less than 30 days in total: you must necessarily appear at the office closest to your location, to carry out a vehicle check together with an agent, pay the rent in full as well as any extra expenses and sign a new rental agreement and/or an annex to the initial.

The landlord reserves the right to deny the request for extensions for operational reasons.

The use of the vehicle after the end of the rental period or its extension will be understood as use not allowed for the purposes of this contract, proceeding during the 48 hours following its completion, to the submission of a complaint for misappropriation in the competent authority.

## **VII. FOLLOW-UP OR GEO-LOCALIZATION DEVICES INSTALLED ON THE VEHICLE**

To preserve and protect the vehicle, and to detect and prevent alleged crimes, LOGICAR RENT may use electronic geo-location devices that allow monitoring the status and operation of the vehicle and/or following its movements.

This information may be used during and after the end of the rental period, with the only purpose of performing the execution, control and compliance with this rental agreement. By accepting these terms and conditions, the lessee expressly declares to have granted its explicit consent to the use of this electronic devices.

## **VIII. UTILIZATION, MAINTENANCE, REPAIRS AND ROADSIDE ASSISTANCE OF THE VEHICLE**

The lessee recognizes that he receives the vehicle in perfect mechanical conditions and with the appropriate tools, tires and accessories and undertakes to keep it in good condition; likewise, it undertakes not to use the vehicle and/or not to let it be used in the following cases:

- A. Transport flammable, radioactive, harmful or otherwise dangerous materials.
- B. Transport merchandise in weight, quantity and/or volume superior to the one authorized in the Circulation Permit and/or in the Technical Card of the Vehicle.
- C. Transportation of passengers in a number higher than that authorized in the Circulation Permit and/or in the Technical Card of the Vehicle.
- D. Transport of live animals.
- E. Transportation with or without gainfully consideration.
- F. Driving the vehicle in inferiority of physical conditions motivated by alcohol, drugs, fatigue or illness.
- G. Use it to push or towing other vehicles.
- H. Participate in legal or illegal races, as well as in other sports events of any kind such as resistance tests of materials/objects.
- I. Travel beyond national borders without prior express written consent by the landlord.
- J. Transfers in ships, planes, trains, trucks and other means of transport that involve
- K. Travel outside the national road network or any unpaved land, being expressly excluded from the coverage of the insurance the damage to the underside of the vehicle as well as the components thereof that are damaged or damaged due to this bad driving.
- L. The use of the vehicle inside private enclosures such as ports, airports, aerodromes, military bases and/or similar ones not accessible to public traffic, unless expressly authorized in writing by the lessor.
- M. Repair the vehicle in workshops that do not belong to the official agency of the LOGIN FLOT S.L.
- N. The installation of a roof rack on the vehicle for the transport of objects/furniture/luggage is prohibited.

Certain cases such as those listed below, are under the responsibility of the tenant of strict compliance with the same, making good use of the vehicle during the rental period, carrying with it otherwise penalties charged to the customer depending on the damage caused by damage to the vehicle. The lessee, at the moment of signing the contract, will acquire a commitment to:

- A. Do not leave the vehicle improperly parked and/or stopped and without custody when it is not being used.
- B. Keep the vehicle closed when it is not used and keep the documents inside it.
- C. Stop the vehicle as soon as possible when any warning light that indicates anomaly in the operation of the same lights up, having to contact the lessor or the roadside assistance company agreed by the landlord and communicated to the tenant at the beginning of the rental contract.
- D. Check periodically, and replace if necessary, the levels of motor fluids every 1,000 kilometers traveled, deducting the amount paid for it from the final rental price provided that the tenant submits the original invoice.
- E. Do not leave objects in sight in the vehicle that could be susceptible to theft and as a consequence, the breakage of the windows by a third person.
- F. The correct driving of the vehicle according to traffic regulations.
- G. It is, in any case, the responsibility of the client to take baby seat or lift according to the needs and regulations in force, if traveling with children under 12 years of age or any person with a height will be less than 135 centimeters.
- H. Do not smoke inside the vehicle.

According to the roadside assistance service: if the car is immobilized due to mechanical breakdown, the lessee must to contact the lessor or the insurance company arranged by the lessor, and only with it. Any repaired will be made without prior authorization from the landlord. Only charges paid by another company will be accepted in cases of emergency and when the landlord has expressly authorized them under detailed of original invoice for the repairs made.

## **IX. CLAIMS/ACCIDENTS OCCURRED DURING RENT**

The lessee undertakes to inform the landlord immediately of any accident and to provide full cooperation with both the landlord and the insurance company in defense of any claim and process.

The tenant at the time of the accident will take the following measures:

- Failure to recognize or prejudice the responsibility for the event, except for an amicable settlement declaration of accident.
- Obtain complete information from the other party, make an amicable declaration of accident or part of accident, witnesses that together with the details of the accident (who, where, when...) will be sent urgently to the landlord, notifying the accident case by telephone.
- Notify the competent authorities immediately.
- Do not leave the car without taking the appropriate measures to protect it and safeguard it.

In case of default on the part of the lessee of any of these mandatory measures, the lessor may claim the lessee damages caused by the negligence of the lessee. In addition, in the event of an accident at the fault of the lessor, the crane and travel will be on his account, and if he wishes another substitute vehicle, he must formalize a new reservation/contract at the current general rate price without being a credit (both by return as compensation) of days not enjoyed, fuel or extras.

In any case, the client must send in writing to LOGIN FLOT S.L. within a period not exceeding 48 hours, a detailed report of the incident must include at least: full personal data of the lessee and other drivers involved, witnesses, registration numbers, insurance companies of all vehicles and their corresponding policies, explanation of the circumstances of the accident with exact place, date and time.

## **X. PERSONAL DATA PROCESSING - PERSONAL DATA PROTECTION LAW**

In compliance with the provisions of the Organic Law 15/1999 of December 13, Protection of Personal Data (LOPD) and its development regulations, LOGICAR RENT as a brand and LOGIN FLOT SL as a business group informs you that the data of character personnel provided through this rental contract, will be incorporated into a file, in order to perform the maintenance and management of the contractual relationship with the user, as well as the work of information and marketing of the vehicle rental service. The lessee must complete all the fields of the enclosed contract with accurate and updated information except for those that by indication or nature are optional. If the necessary information is not provided, LOGICAR RENT will be entitled to reject the rental request.

You can exercise your rights of access, rectification, opposition and/or cancellation by means of a written request attaching a copy of your ID or Passport to:

LOGICAR RENT LOGIN FLOT S.L. Pol. Industrial La Estrella Calle Herrero Nº 11 41100 Coria Del Río (Sevilla) CIF: B91440628 e-mail: administracion@logicarrent.com

I DECLARE WITH MY SIGNATURE I HAVE READ AND ACCEPT CONDITIONS OF CONTRACT ATTACHED TO THE SAME:

DATE, NAME AND ID NUMBER →