

I. APPLICABLE LEGISLATION

These terms and conditions are governed by Law 1/2007, of November 16, on Consumer Protection; Law 3/2014, of March 27; Law 44/2006, of December 29, as well as all complementary legislation applicable to the scope of the activity. In the event of a dispute between the CUSTOMER and Gowerla M Rentacar regarding any matter related to the rental, the law of the country in which the vehicle was provided, i.e., Spain, will apply.

II. JURISDICTION

In accordance with the Consumer Protection Act, Article 90, Law 1/2007 of November 16, any dispute between the parties regarding the interpretation or application of these General Conditions shall be decided by the court of the country in which the services are provided, i.e., Spain. If the LESSEE is a legal entity, all potential disputes between the parties shall be resolved by the Courts of Marbella (Málaga), Spain.

III. RENTAL CONDITIONS

A) - RESERVATION

We guarantee the vehicle class, but not a specific model: the LESSEE can reserve a vehicle of a specific class.

B) - THE RENTAL PERIOD. PICK-UP AND RETURN OF THE VEHICLE

Short-term rental, minimum/maximum rental period: The minimum rental period is 1 day (24 hours) and the maximum rental period is 29 days (after which a renegotiation for a maximum of 29 days is also required). The maximum number of rental days for the same driver and vehicle is 87 days. The rental period is calculated from the moment the vehicle is received by the LESSEE. The rental period ends when the vehicle, along with its documentation and equipment, is returned to the LESSOR. The LESSEE undertakes to return the vehicle at the end of the rental period, at the place and time specified in the rental agreement.

Long-term rental: A long-term rental is defined as a rental contract lasting between 60 and 180 days and can only be made with basic insurance with a deductible and a minimum term of 60 days. Extensions must be for a minimum of 60 days.

– Basic Insurance (third-party insurance), with a mileage limit of 2,700 km/month; with a mandatory deductible paid into the company account by debit (credit) card or cash (no blocking or pre-authorization).

– Premium insurance option NoIt is available for long-term rentals.

Long-term rental prices can be found on the website in the "Long-Term Rentals" section.

If the rental car requires scheduled maintenance, it must be returned to the company for servicing at the time specified by the lessor. The lessor will make another vehicle available for the maintenance period (not necessarily of the same class or model).

Waiting time: The CUSTOMER's permitted waiting time is 60 minutes. This time begins upon pickup or return of the vehicle (these times are stated in the rental agreement).

Delay in returning the vehicle: If the vehicle is not returned on time, the LESSEE may incur additional costs according to Doc. "Service Charges" (in ANNEX No. 2).

In addition to the amounts mentioned above, additional mileage, additional service charges, and damage charges will also be added to the above sum. This amount will increase for each day of delay.

If the vehicle is not returned on time and no news is received from the LESSEE, the LESSOR reserves the right to report the theft to the police 24 hours after the incident.

Abandoned vehicle: In the event that the LESSEE abandons the vehicle and has not returned it on the date, time and place indicated, the amount for the vehicle return services will be added to the amount stipulated in sub-section B.3, as well as the amount of the LESSEE's losses due to abandoning the vehicle, see document "Rates for provision of services" (in Annex No. 2).

Failure to show up on time to pick up the vehicle: After the 60-minute waiting period, the customer has the right to collect their vehicle within 24 hours (after the start of the rental), during the opening hours of the office where the reservation was made. During these 24 hours, the initial rental price remains unchanged. After 24 hours, the reservation will be cancelled without a refund of the amount already paid and without recourse on the part of the lessee. The 60-minute waiting period applies to the Basic rate (basic insurance). If this 60-minute waiting period is exceeded, regardless of the reason, the lessee is required to make the reservation with the "Premium" rate (premium insurance). If a reservation is made with the "Premium" rate (premium insurance), the waiting period will be 24 hours. After 24 hours, the reservation will be cancelled without a refund of the amount already paid and without recourse on the part of the lessee. See Appendix 2 for further information.

Picking up the vehicle later than the specified deadline: If the CUSTOMER picks up the vehicle later than the deadline specified in the contract, the pick-up and return times will remain unchanged, unless previously agreed upon with the LESSOR. The LESSEE will be directly responsible for any delays in picking up the vehicle.

Return the vehicle before the specified time: If the vehicle is returned before the specified time in the contract, the remaining unused time will not be refunded. If the LESSEE returns the vehicle before the specified time, this will be considered a unilateral termination of the contract.

Picking up or returning the vehicle outside of office hours: The CUSTOMER may pick up or return the vehicle outside of office hours. This additional service is subject to an additional charge, as indicated in the "Service Charges" document in Appendix No. 2.

C) - VEHICLE PICK-UP AND RETURN PLACE

Lessee's responsibility in returning the vehicle: It is the Lessee's responsibility to return the vehicle at the place and time indicated in the contract. Unless otherwise agreed in the contract by the Lessor, the vehicle must be returned during business hours. If the vehicle is returned at a location other than that specified in the contract, and is not the responsibility of the Lessor, this may result in additional costs for the Lessee, including losses, due to vehicle downtime.

Vehicle pickup/return location: The collection/return of the vehicle, as previously agreed by the parties, may be carried out according to the options set out below:

– Puerto Banus Office: Vehicle pickup/return will take place at the office.

– Malaga Airport: Vehicle pickup/return will take place at Malaga Airport.

– Location up to 40km: The vehicle will be picked up/returned at different locations with an additional fixed cost for the LESSEE for delivery + return, according to the "Service Fees" document.

– For locations over 40km (depending on mileage), this rate is calculated based on the following formula: Distance in kilometers from the vehicle's location to the destination, multiplied by the cost of each additional kilometer (€0.70/extra km) from 40 km, for delivery + return. With a maximum of 120 km from the Gowerla M Rentacar office.

D) - ADDITIONAL SERVICES AND ADDITIONAL CHARGES

1. **Payment obligations for additional services provided:** The LESSEE agrees to pay for all additional services (minimum payment due within 24 hours), additional equipment, taxes, fines, and insurance.
2. **Calculation of the cost of additional services, according to the rate:** At the time of formalizing the rental agreement, the amount for additional services will be calculated according to the then-current DOC (Fees for Service Provision).
3. **Additional charge if the vehicle is returned in poor working order and with external damage.** The LESSEE shall be directly liable to the LESSOR for any damage to the vehicle (both external and internal), for theft of the vehicle, and for violations of the terms and conditions of this contract, except in cases covered by insurance (see Condition P of this contract).

In the event of an accident, subject to insurance according to condition P.2, P.3, the LESSEE shall be liable to the LESSOR in the cases specified in condition P.13.

4. **Additional payment for refueling service.** According to condition O.6, the cost of payment for the missing fuel quantity will be calculated based on its market value. The amount of payment for the refueling service will be calculated as established in the "Service Charges" document.
5. **Extra charge for damage to the car caused by refueling with the wrong fuel** (read condition O.6. in the (General Rental Conditions).
6. **Extra kilometers.** Payment will be made according to the rate indicated in the "Service Fees" document.
7. **Copy of the keys and delivery of them by courier and transport of the vehicle to the LESSEE's office.** All expenses will be borne by the Lessee. In addition, the Lessee has the right to claim damages for the vehicle being detained due to its inoperability (see "Service Fees" section).
8. **Extra charge for loss of vehicle accessories, such as:** emergency triangle or emergency beacon, vest, first aid kit, etc., see "Service Rates" document
9. **Expenses for recovering documentation in case of loss,** see document "Service Rates".
10. **Additional car cleaning costs.** If the car is returned in a dirty condition requiring deep cleaning, or with stains, etc., the CUSTOMER is required to pay an additional fee. This fee will be calculated based on the car wash company's price list.
11. **Additional payment for the management of administrative fines.** The amount will be calculated based on the "Fees for the Provision of Services" document. This amount will be deducted from each fine imposed. Payment will be made using the payment method specified in the contract.
12. **Additional fee for administrative management of the case as a result of an accident.** An additional fee will be charged for damage to the vehicle, regardless of the extent of the damage. In the event of an accident, and subject to insurance under condition P, the LESSEE agrees to pay the LESSEE the amount of damage that exceeds the deductible or limitations of any insurance. This amount will be paid for each damage caused. This amount will be calculated based on the "Service Fees" document.
13. **Additional fee in case of rental for a period longer than 29 days, without prior renewal certificate.** This amount will be calculated based on the "Service Fees".
14. **Additional charge due to replacement, loss, or defacement of promotional stickers on the vehicle.** This amount is calculated based on Doc. "Fees for the provision of services."
15. **The vehicle return location must be in accordance with section C.2.** Otherwise, the LESSEE may incur additional costs (see "Service Fees" section), in addition to the costs of returning the vehicle and the amount of the LESSOR's lost profits.
16. **Additional charge for "Roadside Assistance" service.** This amount is calculated based on the "Service Charges" document. In addition, the CUSTOMER may refer to the additional terms and conditions for this service indicated in Appendix No. 1.

E) - MODIFICATION AND CANCELLATION OF THE PROVISION

1. Changes to reservations (time, date, additional services, and insurance): In the event of changes to the reservation, Gowerla M Rentacar must be notified at least 24 hours in advance. An additional amount will be charged; see the "Service Fees" section. In the event of changes by the LESSEE, the LESSOR does not guarantee the availability of the vehicle or additional options.

2. Cancellation: Reservations made through the Gowerla M Rentacar website (www.gowerla-rentacar.com) cannot be canceled or refunded. Except in situations defined as force majeure, such as natural disasters, war, death or sudden illness of the Renter. For these exceptions to apply, the Customer must provide documentary evidence. If the relevant confirmations are provided, a 70% refund of the reservation value will be granted. Furthermore, for reservations made under the Basic rate (basic insurance), cancellation with a refund is not possible without such supporting documentation. For reservations made under the "Premium" rate (premium insurance), the reservation may be canceled without supporting documentation, but the amount already paid as a reservation fee (30% of the total rental price) will be retained.

3. Price Changes: Changes to the reservation may result in changes to the rental price. The Lessee is required to pay an additional amount (see the "Service Fees" document) in addition to the difference between the original price and the modified price. Once the changes are made, a new price will be established based on the current rate. In the event of a difference in favor of the Lessee between the old price and the new price, the Lessor will not refund the amount already withheld from the rental.

4. Notification address: Changes or cancellations can be made via WhatsApp at +34 674 297 932; by email at info@gowerla-rentacar.com ; or at the office located at Calle Jesús Puente 20, 29660 Marbella, Málaga.

5. Reservations made through intermediaries (brokers): This section E applies exclusively to reservations made directly with Gowerla M Rentacar. If it is necessary to make any changes or cancel a reservation made through intermediaries, the LESSEE must contact the intermediary company directly. The LESSOR's liability to the LESSEE begins from the moment the rental contract is signed at the Gowerla M Rentacar SL office.

F) - PROVISION OF INVOICES

1. **Electronic invoice:** The Lessee agrees that the Lessor may send invoices to the email address provided by the Lessee. The Lessee will verify receipt of the invoice or request a paper copy.
2. **Confirmation of vehicle damage:** Upon return of the vehicle, the LESSOR will send an email to the LESSEE with a general description of the vehicle's condition, along with photos of any new damage and a repair estimate. If any errors are found, the LESSEE has the right to correct the content of this notification within 24 hours of receiving the estimate. After 24 hours, the LESSEE automatically accepts the content of the damage confirmation and agrees to pay any additional charges related to the detected damage described in the estimate.

G) - CONDITIONS AND METHODS OF PAYMENT

a) PAYMENT CONDITIONS:

1. The vehicle rental fee, along with any extras, must be paid at the start of the rental.
2. If the rental period exceeds 29 days, payment will be made every 29 days, at the beginning of each period.
3. For reservations made through the official website, payment will be made at the time of booking.
4. The rental payment amount will be deducted from the payment instruments provided by the LESSEE.

The LESSEE will automatically be added to the list of debtors without prior notice from the LESSOR on the day following the maximum payment deadline indicated. In this case, the LESSOR reserves the right to claim all additional costs associated with these debts, as well as to increase the original amount of the debt based on the interest accrued on these debts.

b) PAYMENT METHOD:

1. The complete price list is shown in Annexes 2 and 3 (CGC).
2. Both the excess and the full rental amount will be paid by the LESSEE'S bank card provided at the time of booking. This rule applies to both reservations made through the company's official website and those made through the company's office. The validity period of this payment method must be at least one month longer than the duration of the rental agreement.
3. To formalize the rental agreement, the LESSEE provides all necessary payment details and authorizes the LESSOR to collect expenses related to the rental period, such as rent, deposit, additional services, etc.
4. Additional accessories and services purchased during the rental period will be paid for with the bank card provided at the time of booking. The Renter has the right to request a written list of all services provided.
5. At the end of the Rental Agreement, the LESSEE agrees to make the following payments, in addition to those mentioned in clause D:

* Additional vehicle cleaning costs.

* Costs for loss of documents or car keys.

* Costs if the car is transported by crane.

* Costs due to external or internal damage to the vehicle (including damage caused by refueling with the wrong fuel).

* Costs due to the use of toll roads, in the event of fines and traffic violations.

* Administrative costs due to fines.

* Vehicle repair costs in case of:

– If the Traffic Accident Report is not submitted within 48 hours of the accident, or if its content is inadequate.

– If the vehicle has not been used in accordance with the terms and conditions stipulated in these General Rental Conditions.

* Administrative processing costs for insurance claims.

* Loss of profits due to vehicle inactivity.

6. These amounts will be paid by the LESSEE through electronic payment methods or through the payment instrument used at the time of vehicle reservation.

The LESSEE consents to GOWERLA M RENTACAR SL making these payments.

The LESSOR will immediately notify the LESSEE of any additional charges and provide full details of their origin.

The amounts for damages will be calculated based on a report issued by an independent expert. If an expert's report is not possible, the amount of damages will be calculated based on the rates indicated in Annex 3.

These amounts may be recalculated upon receipt of the independent expert's final report.

Accepted payment methods:	Rent	Franchise
Cash payment	V	–
Credit card	V	V
Debit card	V	V
MasterCard	V	V
Teacher	–	–
Visa	V	V
American Express	–	–
Diners	V	V
Checks	–	–
Bank transfer	V	V

The LESSEE's maximum liability is the market value of the vehicle.

7. Payment is made in euros (€):

	Payment method	
Booking	On-line	100% advance payment
	Office	30% at the time of booking + 70% upon signing the contract
Deposit/Franchise	Book online	When signing the contract
	Book at the office	When signing the contract

H) - RENEWAL OF THE CONTRACT

- How far in advance:**The Lessee must notify the Landlord in writing 24 hours before the end of the lease. Written authorization from the Landlord must be obtained. Upon signing the new lease agreement, the Lessee must pay the amount corresponding to the additional rental period.
- Refusal to renew the rental contract for technical reasons:**The LESSOR reserves the right to refuse to renew the rental agreement for technical reasons.
- Maximum renewal period:**The maximum duration of a rental contract for the same driver and vehicle, including periods for additional renewals, is 87 days for the same vehicle registration number.
- Obligation to make the vehicle available to the LESSOR for a technical inspection:**The contract will be renewed every 29 days or sooner, depending on the terms of the contract. The Lessee agrees to return the vehicle to the Lessor's office at the time of renewal, for a technical inspection of the vehicle, including any excess mileage.
- The amount paid as a deposit/deductible cannot be transferred to the vehicle rental amount.**The LESSEE agrees to make an additional payment, in accordance with the additional rental period.

I) - FRANCHISE (damage excess)

- As a guarantee of compliance with its obligations, the LESSEE agrees to provide a deductible corresponding to the rented vehicle at the start of the rental period, upon signing the contract.
- In the event of non-compliance by the LESSEE with the rules of this contract, the amount of the deductible will be retained, without the right to claim.
- The deductible excess amount is blocked on the renter's bank card or handed in cash at the rental office upon pick-up. Under no circumstances can the excess amount be transferred to the rental payment.

4. Payment must be made with a payment method authorized by the LESSOR. The validity period of this payment method must be at least one month longer than the validity period of the rental agreement. This obligation applies to both reservations made through the official electronic portal and reservations made through the company's office.
5. Refund of the deposit or deductible: The deductible will be refunded by the landlord within 3 to 15 business days after the end of the rental agreement. In the event of non-compliance with the General Rental Conditions, the deductible may be retained for a longer period, until the full amount of the damages has been paid.
6. The amount of the deposit and the deductible are calculated taking into account the vehicle category: the amounts are shown in Annex 2.

Once the vehicle has been returned and all necessary checks have been performed, the amount of the additional services provided, as listed in Conditions "D," will be deducted from the deposit or excess. If the final amount due exceeds the deposit and the Lessee does not have Premium insurance, the Lessor reserves the right to claim the difference. If the final amount is less than the excess, the remaining amount will be refunded to the Lessee using the payment methods provided for the excess.

The LESSOR reserves the right to increase the duration of the security deposit.

If the final amount due exceeds the deposit and the Lessee does not have Premium insurance, the Lessee agrees to pay the full amount of the invoice, as well as any additional services provided and any other potential liabilities. The amount of damages may be claimed through legal proceedings. The Lessor reserves the right to pursue the amount of damages in court.

J) - VEHICLE OPERATION

1. The LESSEE undertakes to use the vehicle in accordance with traffic regulations and in accordance with the vehicle's technical specifications.
2. You must have the Vehicle Rental Agreement: The LESSEE must, without fail, have the Vehicle Rental Agreement with him/her.
3. Ensuring the safety of minor passengers: If transporting children under 3 years of age or less than 135 centimeters in height, the LESSEE must, without fail, install a suitable child safety seat and ensure that it is properly installed at their own expense. The LESSOR is not responsible for the absence of child seats when the vehicle is in use, or for their improper installation.
4. It is prohibited to use the vehicle in the following cases: the rental vehicle may only be used on official roads. It is strictly prohibited to use the vehicle in the following cases:
 - a) Driving on unpaved roads or roads that may negatively affect the vehicle.
 - b) Travel to any regatta field and compete in any type of competition, whether official or not.
 - c) Use the vehicle to practice driving in the driving school.
 - d) Use the vehicle to test materials, accessories and other products designed for automobiles.
 - e) Using the vehicle against the warning signals of the vehicle's on-board system, endangering the vehicle.
 - f) Use the vehicle to transport goods or people for profit.
 - g) Carrying out criminal acts while using the vehicle.
 - h) Driving under the influence of alcohol, drugs or any psychotropic medication.
 - i) Use the vehicle to tow other vehicles.
 - j) Transporting toxic and flammable materials inside the vehicle.
 - k) Load the vehicle onto a ferry, train, or plane and transport it to Spanish or foreign islands, as well as to Ceuta and Meliá. Except with prior written authorization from the LESSOR.
 - l) Driving in areas such as seaports, airports, airfields or near oil refineries without the written permission of the LESSOR.
 - m) Cross the borders of Spain, with the exception of Andorra and Gibraltar (to travel to Portugal, France and Monaco, written authorization from the LESSOR is required).
5. The LESSEE must ensure proper cargo distribution, ensure safe transportation in compliance with current regulations, and not exceed the maximum weight, quantity, or volume of cargo. Furthermore, the LESSEE must not exceed the maximum number of passengers allowed.
6. It is prohibited to sublease or lend the vehicle to persons not specified in the rental agreement: it is prohibited to sublease, use the vehicle for a mortgage, sell the vehicle, lend the vehicle, keys, documentation, equipment, accessories, or any part of the vehicle as collateral.

7. The LESSOR reserves the right to unilaterally terminate the rental agreement and to claim additional amounts for damages, including loss of profit, due to breaches of the contract by the LESSOR, in particular clauses J.4, J.5, J.6, L, K, P. In this case, the amounts already paid for rent and deposit will not be refunded and will be applied to compensation for damages.

K) - DRIVERS

1. Minimum Age: The RENTER and all additional drivers must be 21 years of age or older at the time of rental.
2. Driving Experience: You must have at least one year of driving experience, unless authorized in writing by Gowerla M Rentacar. The following original documents, not copies, must be presented at the time of pick-up: * Valid passport, ID card, or residence permit (for all drivers) * Valid driver's license (for all drivers) * Valid bank card in the customer's name (main or additional driver) * Booking confirmation.
3. According to the approved rates published in the "Service Provision Rates" document, drivers aged 21 to 26 are included in the "Young Driver" category; drivers aged 80 or older are included in the "Elderly Driver" category and must pay an additional fee.
4. The LESSEE undertakes to provide valid and current documentation, in accordance with Spanish legislation, and to verify the existence of bilateral agreements between the country issuing the documents and Spain. Gowerla M Rentacar is not responsible for any problems arising from the documentation's non-compliance with Spanish legislation.

REQUIRED DOCUMENTS

Passport, ID card or residence permit (all drivers)	V
Driving license (all drivers)	V
A bank card in the name of the customer (main or additional driver)	V
Booking confirmation on paper*	V

* Failure to confirm your reservation will result in additional charges. See point P in Appendix 2.

5. Driving License: The driving license must be valid for longer than the vehicle rental period. The driving license holder's age group must comply with Spanish regulations.

6. The LESSOR will ensure that the driving licenses of the main driver and any additional drivers are valid and comply with the permitted vehicle category of the rented vehicle. The LESSEE and all additional drivers must provide all necessary information when drawing up the rental contract. Administrative authorities in Spain may request information identifying those involved in the accident. In the event of fines and penalties imposed by administrative authorities, and in the absence of details of the driver involved in the accident, the LESSEE will be directly liable. The LESSEE will also be directly liable if the LESSOR's insurance company indicates that the documentation provided by the LESSEE does not comply with Spanish regulations. This liability extends to all types of administrative fines and penalties, as well as to damages caused to the LESSOR's company, due to non-compliance with the regulations approved in this contract. The vehicle may be used by the LESSEE, as well as by additional drivers whose details appear in the rental agreement.

7. At the time of vehicle collection, the LESSEE and all additional drivers must be present.

8. The LESSOR reserves the right to refuse to execute the rental agreement if the validity of the documentation does not exceed the duration of the rental and if the documentation provided does not comply with the regulations of the country in which the services are provided, i.e., Spain.

L) - TERRITORIAL RESTRICTIONS AND EXPLOITATION ABROAD

The rental car can be used within Spain (except the Canary Islands, the Balearic Islands, Ceuta, and Meliá), Gibraltar, and Andorra. In the event of unauthorized departure, the renter will be charged an "Unauthorized Departure" penalty, as per the "Service Fees" section.

The client may travel to France, Monaco, and Portugal. This requires prior authorization from ARENDAROR and an additional payment for departure from the country. See "Service Fees" document. Travel to any other country other than those mentioned above is strictly prohibited.

The LESSEE agrees to familiarize themselves with the traffic regulations of the country indicated on the license and, in the event of non-compliance, to assume responsibility. The LESSEE is responsible for paying any additional taxes or fees in other countries.

It is prohibited to transport the vehicle to France, Portugal and Monaco without prior written authorization from the LESSOR.

In the event of border crossings, the LESSEE must, in any case, charge a surcharge on the total rental price (the amount of the surcharge can be found in the "Service Fees" section).

It is prohibited to load the vehicle onto a ferry, train, plane, or any other means of transport.

M) - KILOMETER RESTRICTIONS

Basic Rate (basic insurance)

250 km/day

But no more than 3,500 km

During the term of the contract

Premium Rate (premium insurance)

350 km/day

But no more than 4,500 km

During the term of the contract

If the permitted mileage is exceeded, the LESSEE is obliged to pay an additional charge for each kilometer exceeded (see the "Service Charges" document).

N) - RESPONSIBILITY OF THE PARTIES

1. The LESSOR shall be liable in the event of negligent or reckless conduct by Gowerla M Rentacar employees. If the LESSOR proves that it attempted to avoid such a conflict, it shall not be held liable. The amount of compensation shall be calculated solely based on the actual damage.
2. In the event of any administrative violation, the LESSEE and all additional drivers are directly responsible for any fines imposed by the Administrative Authorities.

In the event of non-compliance with these contractual conditions by the LESSEE, the LESSOR reserves the right to recover, at any time, the vehicle made available to it and to claim the amount of the damages (the amount of actual damages and the amount of lost profits), retaining the amount already paid for the rental and the entire excess.

The LESSEE is in all cases directly responsible for any failure to comply with these rental conditions, whether on his or her own part or on the part of any of the drivers.

O) - VEHICLE CONDITION

1. **Vehicle in good working order:** The renter receives the vehicle in good working order, with no external or internal damage. In the event of any new damage not specified in the rental agreement, the renter must inform GOWERLA M rentacar agents before moving the vehicle from the parking space. All possible damage must be recorded in the rental agreement.
2. **Vehicle accessories and documentation:** The Lessee will receive the rented vehicle with all relevant documentation and keys, as well as all necessary accessories, such as: a reflective vest and two emergency triangles or emergency beacons. The Lessee must check the condition and presence of all the aforementioned accessories and, if any part is missing, report it by contacting the GOWERLA M rentacar office. The Lessee agrees to use all accessories provided with care and to return them in the same condition as they were originally provided. If the accessories are not returned at the end of the rental contract, the Lessee agrees to reimburse the value of the lost parts (See document "Service Provision Fees"). It is the Lessee's responsibility to ensure that the vehicle remains locked when the driver is not present.
3. **In case of vehicle failure display:** If any warning signs appear at the time of rental, either on the vehicle's on-board system panel or on the vehicle's exterior, the Lessee must immediately stop the vehicle and contact the Lessor or the Lessor's insurance company. It is strictly prohibited to use the vehicle in emergency conditions. Tampering with the odometer in any way is also prohibited, and if any abnormality is detected, the Lessor must be notified immediately. In the event of an emergency, and only with the Lessor's written authorization, you are authorized to contact the roadside assistance service, the official representative of the vehicle brand. The Lessee is directly liable for use of the vehicle in the prohibited cases mentioned in section J4, including in the event of negligence in their obligations.
4. **Check the oil level:** The Lessee agrees to periodically check the vehicle's fluid and oil levels and not to prevent its periodic maintenance. All vehicle inspections will be performed at authorized workshops with which the Lessor collaborates. In the event of problems due to poor vehicle maintenance, the Lessee will be directly responsible for any negative consequences.
5. **AdBlue level:** In a vehicle supplied with AdBlue, the LESSEE must monitor the level of this liquid and will be directly responsible in the event of non-compliance with this subsection.
6. **Fuel:** The Lessee must provide a vehicle with a full tank of fuel and undertakes to return it in the same condition. Otherwise, the missing fuel will be deducted from the excess plus the cost of the additional refueling service (see "Service Charges" section). The Lessee undertakes to use the type of fuel appropriate to the model and characteristics of the vehicle. Otherwise, the Lessee will be fully responsible for any possible vehicle breakdown, including the obligation to pay the amount of actual damages and lost profits. The Lessee is not entitled to a replacement vehicle, and the amount already paid for the rental will not be refunded.
7. **"Full tank of fuel" service:** As an optional service, the Customer may pay for a full tank of fuel at the time of booking. With this option, the Customer may return the vehicle with an empty tank, without needing to refuel. Fuel prices vary and depend on the tank size of each vehicle. No refunds are available for unused fuel. If the vehicle is refueled with the wrong type of fuel, the Lessee is directly responsible for any damage to the vehicle, including the responsibility to pay the amount of actual damage and lost profits. (See Service Charges and Subsection 6).
8. **Tires:** The Lessee receives the vehicle with all wheels and tires in good condition, including the spare wheel. In the event of damage to the wheel (not caused by natural wear and tear, incorrect wheel installation, or a defect caused by the manufacturer), the Lessee will be directly responsible for compensating the amount of the damage and undertakes to notify the Lessor without delay. All wheel repairs must be carried out in authorized workshops with which the Lessor collaborates; otherwise, the Lessee will be directly responsible for the damage caused. The Lessee will check the tire pressure level and, if necessary, inflate them at specialized centers. Upon returning the vehicle, the wheels and tires must be in the same condition as when the rental contract was signed.
9. **Technical modifications to the vehicle are not permitted:** Modifications to the exterior or interior of the vehicle are also prohibited (except with the written permission of the Lessor). In the event of a breach of this sub-clause, the Lessee shall be fully liable and shall be obligated to pay the amount of any damages. These damages include both the costs related to the repair of the vehicle and compensation for the amount of lost profits resulting from the vehicle being downtime.
10. **Trailer:** It is prohibited to install a tow bar and use a trailer.

P) - INSURANCE TERMS AND CONDITIONS

The LESSOR offers two types of insurance:

Basic Insurance (basic insurance with deductible): All car rental contracts include mandatory third-party motor vehicle liability insurance (CMTPL), CDW and TP, in accordance with current legislation, with a deductible and certain limitations.

In the event of an accident and with proper use of the vehicle, when the driver is not at fault, the LESSEE's maximum liability is the amount of the deductible (calculated based on the car category). The repair cost table is shown in Appendix 3.

To avoid liability for the accident, the LESSEE must complete the European incident report with all the details of the at-fault party correctly filled out and signed by both parties at the scene of the accident.

In the event of an accident and the LESSEE is at fault, if there is only damage to the bodywork (dents, scratches, etc.), and the car is running and not immobilized, the LESSEE's maximum liability is the amount of the deductible. A table of repair costs is provided in Appendix 3.

In the event of an accident and the LESSEE is at fault, and when, in addition to body damage, there is mechanical damage to the chassis and engine, and the car is immobilized, the LESSEE's maximum liability is the cost of the complete repair of the car less the deductible.

Premium Insurance (insurance with reduced deductible): Includes mandatory third-party liability (MTPL), CDW, and TP insurance, as required by current legislation. This type of insurance covers vehicle theft, fire, and damage up to the reduced deductible, including glass, tires, wheels, and mirrors. It also includes certain limitations (see table below). This type of insurance includes exterior damage with a reduced deductible, but does not cover mechanical (internal) damage to the vehicle. The vehicle must not be left out of service. In the event of the vehicle being down for repairs, the LESSOR reserves the right to claim the amount of the damage for both the repairs and lost profits.

What is insured and what is included in insurance	BASIC Insurance	PREMIUM Insurance
Daily mileage (km)	250km/day	350km/day
Maximum mileage for the contract period	3500km	4500km
Accidents to third parties	V	V
Heist	V	V
Bodywork and paint damage with deductible from €1,000 to €1,700	V	–
Body and paint damage with a reduced deductible of €800 (premium class cars only)	–	V
Body and paint damage with a reduced deductible of €250 (standard class cars only)	–	V
Fire	–	V
Damage to all windows and mirrors	–	V
Headlight damage	–	V
Damage to tires and rims	–	V
Roadside assistance:	V	V
– minor roadside repairs (engine starting, etc.)	150€	V
– evacuation of an immobilized vehicle to a workshop	450€	V
– evacuation of passengers by taxi to the hotel		
+ hotel accommodation for up to 4 nights	300€	V
+ evacuation of pets (up to 75 kg)		
– medical assistance	V	V

***Meanings of signs: V (Included) – (Not included or price)**

1. This insurance is only valid in Spain (excluding Ceuta, Meliá, and the Canary Islands). For any other territory, written authorization must be obtained from the LESSOR.
2. The insurance cost is calculated based on the vehicle class and the number of rental days. If the renter makes a reservation through the official Gowerla M Rentacar website, the final amount will be indicated at the time of booking. If the reservation is made through a Gowerla M Rentacar office, the agents will provide the insurance cost at the time of booking.
3. All additional insurance options will become effective upon signing the rental agreement and will apply exclusively to the lessee and the persons specified in the agreement. The type of insurance will be specified in the rental agreement. The insurance will only be valid upon signing the rental agreement.
4. In the event of an accident, the LESSOR is not obliged to provide a replacement vehicle.
5. In the event of intentional damage or damage caused by negligence on the part of the LESSEE, these insurance policies do not cover possible damage to persons or property, including the value of the Rental Vehicle.
6. Furthermore, these insurance policies do not cover accidents caused by drivers who are not included in the rental contract, or by drivers who do not have a driving license, or in the event of violations of sections 4, J.5, J.6, L, K, Q and P.
7. This insurance also does not cover damage caused intentionally or due to careless and negligent use of the car, internal damage to the car, damage to the engine, underbody, or roof of the car, as well as damage caused by drowsy driving, negligent use of the gearbox, etc. This list is indicative.
8. The Landlord shall not be liable for the loss of the Lessee's personal belongings during the rental agreement. In the event of damage or loss to these items, the Lessee is solely responsible.
9. In the event of an accident, the deposit paid will be retained by the LESSOR until the circumstances are clarified and a final report is received from the insurance company and/or repair shops.
10. In case of accident, and without prejudice to the insurance provided for in section R.1, the LESSEE will be responsible in the following cases

a) For intentional damage or damage caused by negligent or reckless driving, caused either by the LESSEE or by additional drivers.

b) In the event of non-submission or late submission of the “European Accident Report Declaration” form, or in the event of incomplete completion of the data, or in the event of falsification of the same.

c) In the event of damage to the LESSOR due to failure to provide first aid to passengers in need or failure to report the accident to the police (in accordance with section Q), unless the damage was caused intentionally.

d) In case of an accident caused by a person not specified in the lease agreement.

e) In case of non-compliance with sections J, L, K, P and Q of these General Lease Conditions.

11. The cost of repairs to the vehicle and accessories will be calculated by an authorized vehicle repair company or by an independent expert, following agreement with the LESSOR. The LESSEE agrees to pay the indicated amount for the repairs, the excess, and the administrative costs of processing the claim. The LESSEE has the right to request a copy of the report issued by the repair shop. The initial amount used to calculate the value of the damage will be the total value of the vehicle at the time of the accident. The LESSOR may also claim the amount of lost profits due to the vehicle's accidental condition. The LESSOR reserves the right to pursue the amount of the damages in court.
12. The LESSOR shall not be responsible for any insurance provided to the client by the broker or intermediary company through which the reservation was made. The LESSEE must verify their insurance by contacting the intermediary company directly.
13. The insurance policy is valid if, among others, the following conditions are met:

– Within 48 hours of an accident, theft, or fire, the LESSEE must provide the LESSOR with an accident report or a police statement.

– If the insurance company refuses to cover the amount of the damages because the LESSEE was in poor physical or mental condition while driving.

Q) - ACCIDENT. CAR THEFT. POLICE REPORT

1. **Obligation to notify the police:** In the event of an accident, theft, fire, damage caused by animals, or any other unforeseen event, or in the event of any damage, the LESSEE or any additional drivers must immediately notify the police or relevant services and do everything possible to protect the interests of the LESSOR. It is also mandatory to notify the police in the event of an accident caused by the LESSEE or any additional drivers, especially if the vehicle is completely immobilized (impossible to drive) or if, had it been driven, it would have had negative consequences. If it is not possible to contact the police, the accident must be reported to the nearest police station. In all cases, whether the accident is the fault of the LESSEE or a third party, a "Friendly Accident Report" must always be completed.
2. **The "Friendly Accident Report" form:** In the event of an accident involving a third party, the LESSEE must, whether or not a police officer is present, complete an Accident Report, notify the LESSOR within 24 hours of the details of the accident, and provide the original documents within 2 days. If the other party refuses to complete the Accident Report, the LESSEE must take photographs of the license plate and call the police to the scene of the accident. In any case, the LESSEE must provide a copy of the Accident Report to the LESSOR. The Accident Report must be completed with all the details requested. If the Accident Report is not submitted, the LESSEE will be responsible for the accident, unless proven otherwise.
3. **Staying in contact with the Landlord:** The LESSEE or any additional driver must take all appropriate measures to clarify all the circumstances of the accident, including truthfully answering all questions related to the accident. The LESSEE agrees not to leave the scene of the accident until the circumstances have been fully clarified and not to prevent the LESSOR from carrying out the necessary checks related to the accident.
4. **No replacement vehicle:** In the event of an accident, the LESSOR is not obligated to provide a replacement vehicle to the LESSEE and the amount already paid for the rental of the remaining days will not be refunded.

R) - TERMINATION OF THE CONTRACT

1. In the event of noncompliance by either party, the contract may be terminated unilaterally. The LESSOR may, with immediate effect, terminate this contract in the event of a delay in any outstanding payment by the LESSEE for more than two days, or by special agreement with the LESSOR for a longer period of days, and for compelling reasons.

Valid reasons are:– Return of invoices, checks or non-compliance with the conditions of the payment method previously agreed upon by the parties.– If the vehicle is used improperly, causing damage deliberately or through negligent driving, also if the controls are not carried out in accordance with the established procedure.– In case of violation of traffic regulations.– In case of violation of sub-clauses 4, J.5, J.6, L, K of these General Rental Conditions.– The Rental Agreement may be terminated in case of certain circumstances, such as frequent accidents.

2. In the event of early termination of the contract, the LESSEE undertakes, without delay, to return the vehicle, keys, documentation, and accessories. In the event of termination of the contract, the LESSOR reserves the right to collect the vehicle from the location where it was located at the time of termination. In this case, the LESSEE will be responsible for all costs associated with searching for the vehicle, as well as for any damage caused by the vehicle being left unused.
3. In the event of termination of the rental agreement, the LESSOR reserves the right to claim from the LESSEE the total amount of damages caused, i.e., the amount of actual loss, actual damage, and the amount of lost profits.

S) - GEOLOCATION SYSTEM

The LESSEE is aware that the vehicles are equipped with a geolocation system. This system will only be activated if necessary to take control of the vehicle, prevent possible fraud, vehicle theft, or to ensure its security. GOWERLA M rentacar's purpose is to ensure the security of the vehicle and, where appropriate, assist the LESSEE. GOWERLA M rentacar does not, under any circumstances, intend to track the LESSEE's location. The geolocation data will be transmitted to the competent public safety services for the purpose of locating the vehicle. The geolocation data is processed for the benefit of GOWERLA M rentacar with the LESSEE's consent. The LESSEE has read all the terms and conditions stipulated in this sub-clause and consents to the processing of the geolocation data.

T) - USE OF THE GPS SYSTEM

As a result of using the navigation system, location search data may be stored in the system for the duration of the vehicle rental. Additionally, when a telephone device is connected to the vehicle's system, telephone data may be stored in the vehicle's system. Upon returning the vehicle, the LESSEE must personally verify that their personal data has not been stored on the vehicle's device and, if necessary, delete it from the system. Data can be deleted from the system by resetting the system using the "factory settings" option. The LESSOR is not responsible for deleting personal data from the vehicle's system.

U) - MODIFICATION OF THE LEASE AGREEMENT

In the event of additional agreements between the parties, all terms of such agreements will be set forth in a new rental agreement (written and signed by the Landlord). The Rental Agreement is formalized based on the General Rental Conditions.

V) - CONTRACT LANGUAGE

The LESSEE always signs the Spanish version of the rental agreement when signing it. The LESSEE may consult other language versions of the General Rental Conditions published on the LESSOR's official website. In the event of a disagreement over the translation or any spelling errors, the Spanish text shall prevail.

W) - ADDITIONAL QUESTIONS

For more information you can send an email to: info@gowerla-rentacar.com You can also ask your questions in person at the head office located at: Calle Jesús Puente 20, Terrazas de Banus Phase 3, 29660 Marbella, Málaga.

X) - PERSONAL DATA PRIVACY POLICY

Gowerla M Rentacar considers the protection of your personal data its top priority. With this document, the LESSOR informs you about the processing of the LESSEE's personal data and its use, in accordance with the Data Protection Law, in particular articles 13 and 14 of the Privacy Policy Regulation (hereinafter GDPR). Data may be obtained through the use of the official electronic portal www.gowerla-rentacar.com and by completing any type of form or contract. The LESSEE declares that his or her legal capacity has not been limited for any reason.

Data processing in Europe is responsible:

Company name:

GOWERLA M RENTACAR SL

CIF:

B93692218

Address:

Jesús Puente Street, 20, 29660 Marbella, Málaga

Phone

+34 674 297 932

E-mail:

info@gowerla-rentacar.com

Registration data:

Málaga Mercantil with file 11/06/2019, registration number 1, Volume 5846, Folio 180, section sheet – 151177.

1. What information do we process?

To process your vehicle rental reservation, we require your personal data: last name, first name, address, driver's age, and contact information, namely email address or phone number, credit card or banking information. To provide certain services, we may require your date of birth, driver's license, and passport information. To provide the LESSEE with information about promotions and offers via newsletters, the LESSOR will require your email address. The LESSOR does not store the following personal data: ethnic origin, political ideology, religion, medical, genetic, or biometric data.

The LESSOR reserves the right to refuse to provide rental services if the LESSEE refuses to provide his or her personal data.

2. A method for obtaining information

The LESSOR receives the data provided on the official website www.gowerla-rentacar.com, by email, by completing the contract, forms, by phone, by post, or through cookies (published on the official website).

3. Purpose of data processing

Your data will be used primarily for the following purposes: to formalize the rental contract between GOWERLA M Rentacar and the Lessee; if the Lessee consents to the storage of the data; when such data is necessary for the exercise of legal activities; or if this information is requested in the interest of the Lessor or third parties. The Lessee may revoke their consent at any time by sending a message to the following email address: info@gowerla-rentacar.com, or consult the information in the following subsection.

If necessary, the LESSOR may also use additional personal data about the LESSEE. You can obtain all the necessary information by writing to info@gowerla-rentacar.com.

Purpose of use	Data type	Permission to use data
For information, in case of completing the data in the contract	-Name-Phone-Email	consent of the LESSEE
For information relating to the private property of the LANDLORD	-Name-Phone-Email	consent of the LESSEE

4. Rights of the TENANT

You may request your personal information stored on our website at any time. You may also make changes to this information at any time, including deleting it from the database. To obtain this right, please use the contact information specified in the first paragraph.

5. Data retention period.

The data storage period is provided for by law.

6. Sending personal data

During the term of the rental agreement, data may be processed by third parties for the sole purpose of performing certain tasks. The LESSOR will guarantee the security of the data when it is transmitted to third parties. These parties may include: technology and information service providers; consulting services, including legal services; and auditing and accounting. All parties who use your data agree to guarantee maximum security, in accordance with regulations. The data will be used exclusively for the intended purposes and in accordance with the LESSOR's instructions. The LESSEE may request a complete list of the parties to whom the personal data is directly transmitted at: info@gowerla-rentacar.com

7. Data Protection

The LESSOR has taken all appropriate measures to prevent the leakage of any information. Furthermore, Personal Data may be transferred exclusively to authorized persons for the purpose of performing certain tasks directly related to the LESSOR's activities. All data is treated in a strictly confidential manner. In the event of a suspected data leak, measures will be taken in accordance with the confidentiality protocol. In this case, the LESSEE and the relevant security authorities will be notified, in accordance with Articles 33 and 34 of the Regulations.

ANNEX NO. 1

CONDITIONS PROVIDED FOR BY THE PERMIT WHEN GOING ABROAD

A.- Gowerla M Rentacar provides its services exclusively within Spain (excluding the Canary Islands, the Balearic Islands, Ceuta, and Melilla). Even with authorization, Gowerla M Rentacar does not provide roadside assistance services outside of Spain (including the Canary Islands, the Balearic Islands, Ceuta, and Melilla).

B.- In the event of a vehicle breakdown or accident, the customer must contact the insurance company and inform the Gowerla M Rentacar agents. The insurance company's contact information is located inside the vehicle.

C.- Gowerla M Rentacar does not provide telephone numbers or other information related to the provision of emergency services when the vehicle is in the territory of a foreign country.

D.- The client agrees to familiarize themselves with the traffic regulations of the country authorized on their license and, in the event of non-compliance with these regulations, assumes the corresponding liability. The client must also ensure that they are aware of any additional fees or taxes they may have to pay in the foreign country.

E.- In the event of administrative violations, the lessee and all additional drivers assume full responsibility for any penalties imposed by the administrative authorities of the country visited (Article 2 of the Rental Agreement).

F.- The lessee is authorized to travel exclusively to the countries expressly indicated, without the right to travel to any other country, even temporarily. In the event of non-compliance with this rule, Gowerla M Rentacar reserves the right to unilaterally terminate the rental contract. In such a situation, the vehicle will be urgently returned and the full deductible will be retained, with the right to claim any additional expenses incurred from the lessor.

ANNEX NO. 2

LIST OF FEES FOR THE PROVISION OF SERVICES

A. RESERVATION. CHANGES AND CANCELLATIONS (Payment methods for the reservation and deductible)

Booking	On-line	100% prepaid
	Office.	30% at the time of booking
Franchise		70% upon signing the contract
	Book Online	Upon signing the contract (office)
	Book at the office	Upon signing the contract (office)

Reservation changes

You can make changes to your reservation up to 24 hours before the start of the rental. In this case, the RENTER will be charged an additional fee of €20.00 (for date and/or time changes, not including insurance and additional charges). After making changes, the rental price will be calculated based on current rates. In the event of a price difference between the initial price and the price after recalculation, the difference is non-refundable.

Cancellation of a reservation

Reservations made through the official Gowerla M Rentacar website www.gowerla-rentacar.com cannot be canceled with a refund, as a reduced rate applies. Except in situations defined as force majeure, such as natural disasters, war, death or sudden illness of the Renter. For these exceptions to apply, the Renter (in the event of the death of a next of kin) must provide documentary evidence. If the relevant confirmations are provided, a 70% refund will be issued. Furthermore, for reservations made under the "Basic" rate (basic insurance), cancellation with a refund is not possible. For reservations made at a Gowerla M Rentacar office or under the "Premium" rate (premium insurance), cancellation is possible, but the amount already paid will be retained as a reserve (30% of the total rental price).

If the car is not picked up within the specified time after 24 hours, the reservation will be cancelled, with no refund of the amount already paid and no right to demand reimbursement from the LESSOR.

B. AGE CATEGORY

If, at the time of registration of the rental agreement, the driver's age category is 21 to 26 years old ("Young Driver" category) or over 80 years old ("Senior Driver" category), in this case, a surcharge of €18.00 per day, but no more than €270.00, as a maximum amount, must be paid for the entire rental period.

C. VEHICLE PICK-UP AND RETURN POINT

Delivery/Return Fee up to 40 km: The car is delivered or returned to a specific location, within a maximum radius of 40 km from the LESSOR's office. The cost of this service is €40.00.

D. DELAY IN RETURNING THE VEHICLE

<u>Delay</u>	<u>Price</u>
Delay up to 1 hour:	free
Delay up to 2 hours:	50€
Delay of 3 or more hours:	€50+ additional day rental price (based on the "Premium" rate)

If the vehicle is not returned on time and the Renter does not hear from the Renter, the Renter reserves the right to file a theft report with the police one day after the incident. Additionally, additional mileage, additional service charges, and possible damages will be added to the above amount, among other charges. This amount is cumulative for each day of delay.

E. ABANDONED CAR

If the Lessee leaves the vehicle without returning it within the specified timeframe and at the specified location, they agree to pay a penalty of €250.00. The cost of the vehicle return services will also be added, as well as any damages to the Lessor resulting from the vehicle's inactivity. If the Lessee does not submit a complete accident report to the Lessor within 48 hours of the accident, an additional €50.00 will be charged.

F. TERRITORIAL RESTRICTIONS

Spain

The rented vehicle may be used in the territory of Spain (with the exception of the Canary Islands, Balearic Islands, Ceuta and Melilla), Gibraltar and Andorra. To drive in the Canary and Balearic Islands, it is compulsory to obtain prior written authorization from GOWERLA M rentacar. In case of travel without such prior authorization, the HIRER shall pay a penalty of 350.00 € + the cost of repatriation of the vehicle + the loss of profit of the HIRER + the amount corresponding to the excess mileage and all additional services contracted.

International travel

Travel to the territories of Gibraltar and Andorra is authorized. The customer may also travel to France, Monaco and Portugal. To do so, it is essential to have the express authorization of the company and to pay an additional fee of 250.00 €, in addition to hiring the vehicle under the "Premium" rate. In case of departure without prior authorization from the company, the HIRER agrees to pay a penalty of 350.00 € + the cost of repatriation of the vehicle + the loss of profit of the HIRER + the amount corresponding to the excess mileage and all additional services contracted. In any case, the vehicle must be returned in Spanish territory.

G. OPTIONAL VEHICLE DELIVERY AND RETURN SERVICE OUTSIDE OF BUSINESS HOURS

Customers can request delivery or return (at the main office only) of their vehicle during non-business hours for an additional fee of €45.00. If the customer arrives more than 30 minutes late, an additional €45.00 will be charged, followed by every additional 30 minutes. You can check the office hours on our website www.gowerla-rentacar.com.

H. OPTIONAL DEVICES

Additional devices*	1 day	Maximum cost
Baby/child car seat	8 €	120 €
Booster	6 €	90 €
Mobile phone holder	2 €	30 €

Car cable for charging your mobile phone 1 € 15 €

*All additional devices are available upon request and subject to availability.

J. DAMAGE / LOSS OF ACCESSORIES

Additional device	Price/ EUR
Car key	350€
Emergency triangle/Emergency beacon	35€
Emergency vest	25€
Cleaning the vehicle	100€*
Vehicle documentation	10€
Child seat, booster seat	100€(chair)/50€(booster)
Smoking inside the vehicle	500€

* This price is indicative and depends on the price list provided by the car cleaning company.

K. ADDITIONAL DRIVER

If there are additional drivers, a surcharge of €9.00 per day and €135.00 as the maximum amount for each additional driver is required for the entire rental period.

L. FUEL POLICY

The LESSEE must have a vehicle with a full tank of fuel and agrees to return it in the same condition. Otherwise, the amount of the missing fuel plus the cost of an additional refueling service, which will cost €20, will be deducted from the deposit. In the event of refueling the vehicle with the wrong type of fuel, the LESSEE is directly responsible for any possible vehicle breakdown and agrees to pay, on a mandatory basis, a fine of €150.00 + vehicle transfer costs + vehicle repair costs + the amount of actual damages and loss of earnings, on behalf of the LESSOR. In a vehicle supplied with AdBlue (the vehicle is supplied with a full tank of AdBlue and the vehicle must be returned with a full tank of AdBlue), the LESSEE must monitor the level of this liquid and will be directly responsible in the event of non-compliance with this subsection. In the event of damage caused by not refilling this liquid, the LESSEE is obliged to pay an additional amount. This amount will be determined based on the magnitude of the damage caused.

M. ADMINISTRATIVE FINE ADDITIONAL FEE

In the event that, at the time the lease agreement is in force, the LESSEE commits violations, without prejudice to sanctions imposed by the administrative authorities, the surcharge for the management of each administrative file is €45.00.

N. EXTRA FEE FOR ADMINISTRATIVE CASE DUE TO ACCIDENT

An additional fee will be charged for damage to the vehicle, regardless of the degree of damage. This fee is paid for each damage caused and amounts to €45.00. The cost of a specialist, a damage assessor/expert, is €45.00.

O. RESERVATION CONFIRMATION

If booking confirmation is not provided, an additional fee of €30.00 will be charged.

P. ADDITIONAL KILOMETERS

If the limit is exceeded, the CUSTOMER pays for each subsequent kilometer at the established rate of €0.50 per extra kilometer.

R. SURCHARGE FOR REPLACEMENT, LOSS OR DAMAGE TO VEHICLE ADVERTISING STICKERS

In this case, there is a surcharge of €35.00.

S. ADDITIONAL TERMS: RATES

1. **The “Basic” Rate (basic insurance):** Includes a deductible and a limited mileage limit of 250 km per day. A total of 3,500 kilometers is allowed during the entire rental period. Each additional kilometer is charged at €0.69. Mandatory insurance is also included. Does not include a spare key or cancellation of reservations. The deductible must be blocked or charged.
Franchise: From 1,000 to 1,700 euros depending on the car category rented. (You can find out your vehicle category online at www.gowerla-rentacar.com or by contacting the Gowerla M Rentacar office for advice. The car category also appears on the booking confirmation and rental agreement.)

The Basic rate does not include roadside assistance. Payment for this service is based on the rates indicated below:

Roadside assistance	
First aid*	150€
Charging the car battery*	150€
Replacement key	Original**
Crane	450€
Incorrect fuel	300 – 600€
Passenger transport***	300€

* This service is provided by RACE ASISTENCIA SA

** Original means that the cost of the original will be charged.

***Taxi service for the driver and passengers and hotel accommodation for up to 3 nights, provided with prior confirmation from Gowerla M Rentacar.

The LESSEE receives a car with a full tank of fuel and agrees to return it in the same condition. Otherwise, the amount of the missing fuel will be deducted from the deposit, plus the cost of an additional refueling service. This service costs €20.

1. **The “Premium” Rate (premium insurance):** Offers a reduced deductible and an increased daily limit of 350 km, with an increased maximum mileage for the entire rental period of up to 4,500 km. A deductible of €250 to €800 will be blocked (the amount depends on the type of vehicle rented). Roadside assistance is included. A replacement key is not included. The renter is handed the vehicle with a full tank of fuel and agrees to return it in the same condition. Otherwise, the amount of the missing fuel plus the cost of an additional refueling service of €20 will be deducted from the deposit.

* All rates include VAT.

ANNEX NO. 3

LIST OF REPAIR SERVICES

Administrative accounting for repairs is not included (€45). Prices are expressed in (€) euros and do not include VAT.

ESSENTIAL (standard class vehicles)

PREMIUM (premium class vehicles)

Exterior damage	Essential		Premium	
	<i>Scratch</i>	<i>Bang</i>	<i>Scratch</i>	<i>Bang</i>
Front bumper	200	325	290	385
Rear bumper	200	325	290	385
Hood	200	325	290	385
Front door	200	325	290	385
Back door	200	325	290	385
Front wing	200	325	290	385
Rear fin	200	325	290	385
Ceiling	200	325	290	385
Trunk	200	325	290	385
Suspension	200	325	290	385

Wheels	Essential	Premium
Tires* (1 unit)	290	340
Tires (1 unit)	260	350
Punctured tire repair	50	65
Glass	Essential	Premium
Windshield breakage (1 piece)	350	400
Windshield damage (1 pc.)	100	150
Side glass breakage (1 unit)	70	80
Damage to the side windows (1 unit)	50	65

Other damages	Essential	Premium
Headlights	190	360
Taillights	190	360
Mirrors: frame	260	430
Mirrors: glass	190	320
Front windshield wiper	70	190

Rear windshield wiper	70	190
Other elements	Essential	Premium
Original vehicle key	300	400
Spare parts	600	700
Child seat (damage/loss)	100	100
Booster (damage/loss)	50	50
Folder with documents	35	35
GOWERLA M Rentacar advertising stickers (1 unit)	35	35
Vehicle registration number	70	70
Vehicle license plate frame	55	55
Vest	45	45
Ashtray	110	220
Lighter	50	75
Rear trunk tray	400	500
Antenna	50	65
Door handle (1 unit)	300	400
Vehicle brand insignia	100	200
Upholstery	Essential	Premium
Front seats (1 unit)	450	600
Rear seats (1 unit)	300	400
Floor mats	170	260
Interior cleaning	200	350
Incorrect fuel	300	600
Removal of burnt elements	300	400

These rates may be subject to price recalculation, based on the final opinion of an independent expert from the workshop.

*In the event of damage to a tire that cannot be repaired and must be replaced, both tires will be paid for. Tires of the same brand and tread pattern must be fitted on the same axle.