

## **GENERAL CONDITIONS RENT A CAR JOSMAR**

### **1. OBJECT OF THE CONTRACT.**

JOSMAR CARAVANING S.L (hereinafter Josmar Rent a Car Group or Josmar) as a lessor rents the vehicle (or, where appropriate, the vehicle by which it was replaced) to you as a Customer or Tenant that appears on the front page of this contract. Subject to terms and conditions established on its front and back page, and that you accept and confirm that you will comply with. The Customer receives for rent the vehicle described in the contract in perfect operating conditions, with all its documents, tires, tools and accessories and undertakes to keep them, in addition to driving the vehicle complying with the rules of the traffic code, as well as those stipulated in these general conditions. \* Please read the contract carefully and if you do not understand or are not satisfied with some of the points, let us know before accepting it. The Customer confirms that all the personal data contained in the contract is up-to-date and accurate, and that only drivers authorised by Josmar, and who appear in it, can drive the vehicle. Under this lease agreement of the aforementioned vehicle, the following conditions are stipulated:

### **2. DURATION OF THE CONTRACT.**

The duration of the contract is reflected on its obverse, where the date and hour of delivery and return of the vehicle are specified. If the Customer decides to terminate the contract earlier, the amount corresponding to the days that the vehicle has not been used (included taxes) will be entirely retained as compensation. Likewise, in the event that it was Josmar who decided to terminate the rental period before the date indicated in the contract, the Customer will have the right to receive from Josmar the amount corresponding to the days the rental vehicle has not been used. If the Customer wishes to extend the rental period, it is necessary to go to a Josmar office to sign the extension of the contract. (No contract can be extended by another communication channel.) Under no circumstances may the amount deposited as a deposit be used for an extension of the Contract. Therefore, in the event that the contract is extended, the Customer must make an additional payment for such extension. If the contract could not be extended due to non-availability or for any other reason, the Customer will have to return the vehicle on the agreed date, branch office and time. When requesting the extension of the contract, it may be necessary, depending on the initial conditions of the same, the signing of a new contract and the cancellation of the current contract. Josmar, can take the possession of the vehicle again at any time without warning the Customer and at the Customer's own expense if the vehicle is used in violation of the provisions of this contract. Any change or alteration must be previously authorised by Josmar. Failure to fulfill this condition entitles Josmar to takeback the vehicle by its own means or to require it judicially. The Customer will return the rented vehicle along with all its documents, keys, tires, tools and accessories, at the place and date stipulated in the contract.

### **3. DELIVERY AND RETURN OF THE VEHICLE.**

Josmar provides the vehicle in good general and operating conditions, the Customer agrees to return the rented vehicle along with all its documents, keys, tires, tools and accessories, in the place and date stipulated in the contract. Any alteration must be previously authorised in writing by Josmar. Failure to fulfill with this condition entitles Josmar to require the return of the vehicle.

\*The minimum rental corresponds to one day, which consists of 24 hours counted from the beginning of the rental, except for special rates that specify a shorter duration. In the event that the vehicle is returned with a delay of more than 59 minutes, Josmar reserves the right to charge an additional amount as compensation for the damages caused in the planning of its operation, consisting of an amount never higher than the rate applicable for 1 day of rental. If on the contrary, Josmar were delayed in the delivery of the vehicle more than 59 minutes, once the rental contract has been formalised, the Customer would be indemnified by an amount never higher than the 1 day rental rate that had been agreed. In the return of the vehicle for completion of the rental, in which the customer is not present at the time of inspection of the vehicle for reasons attributable to the customer (because the keys are dropped off in Josmar's mailbox, because the vehicle is not returned during the opening hours, or the vehicle will is provided in a place other than Josmar's office or any other reason) and damage to the vehicle were appreciated, the customer must pay the assessment of the damages resulting from the inspection carried out by Josmar's staff during the customer's absence, being Josmar subsequently obliged to document both the damage and the valuation of the same. Likewise, the return or abandonment of the vehicle in a place other than that indicated in the contract, empowers Josmar to demand:

- 1- the amount of the rental corresponding to the extra days necessary for the recovery of the vehicle and its preparation time to be suitable to rent again.
- 2- the indemnification of € 50 per day for the economic damages caused.
- 3- the costs of transport / tow, tolls and guard / custody (when applicable) to the location agreed in the contract for the return of the same.

Josmar reserves the right to bring the legal actions that are relevant under the assumption of assumed disappearance or non-return of the vehicle before the competent authorities, with the Customer fully responsible for the juridical and legal consequences that may arise. The unilateral extension by the Customer of the duration of the contract will also be considered as an unauthorised use of the vehicle for the purposes of the customer's responsibility for any damage to the vehicle, and gives Josmar the right to recover the vehicle without the will or presence of the customer being necessary. In case of return of vehicle out of office hours, the tenant remains responsible for the vehicle until the next opening of the premises.

#### **4. CUSTOMER PAYMENTS.**

The Customer expressly undertakes to pay Josmar the amounts shown on the front page of this Contract, and which are calculated according to our current rates. Any unauthorised use of the vehicle may lead to a charge of additional amounts for which the Customer is responsible, as well as other concepts according to the contractual and commercial conditions offered by Josmar. The Customer undertakes to pay, as soon as required, the following amounts:

A) The price of the rental for the time, as well as the excess mileage, agreed on the obverse and other complementary amounts, such as optional coverage for damage or theft, additional drivers, young drivers, accessories, pick-up and/or drop-off in a place other than Josmar's facilities, and other services that can be agreed.

B) Any amount for damages or breakages, in agreement with this Contract, both the amount of the insurance with excess (if applicable) and the amount not liable in the excess, as reflected in clause 6 of this Contract. Josmar also reserves the right to charge the Customer an indemnification for the loss of profits caused by the immobilisation of the vehicle as a result of the damage suffered. Such indemnification will be calculated on the number of days that it is necessary to invest in the repair of the vehicle, using as a base of quantification the daily rate of vehicle contracted. The maximum responsibility of the Customer will be the value of the vehicle in the market, according to the maximum price established in the current Ganvam guide or similar publication at the time of the accident.

C) The charge of the expenses derived from an extra cleaning service as a result of the manifestly inadequate condition of the vehicle at the time of its return, with a maximum amount of € 150 or repair of upholstery, chrome or interior panels due to the effect of marks, breaks, degradation or stains that produce deterioration or need for aesthetic repair, replacement or exceptional cleaning treatment in elements of the vehicle whose origin is attributable to the use made by the Customer. Among others, those caused by remains of food, chewing gum, resins, oils, acids, inks or dyes will be understood as long as they require the use of specific products which are not the common ones, meaning water, soap and conventional cleaners. If any element needs to be replaced due to the impossibility of eliminating or cleaning the deterioration, the Customer will pay the stipulated price according to the price rate of the Official Service of the brand or specialised exchange.

D) The charge for the refuelling expenses and refuelling service, if the vehicle is returned with less fuel than it was given to the Customer.

E) All expenses, such as transfer and repair, that are incurred from refuelling the vehicle with the incorrect type of fuel.

F) Tolls, fines, penalties and judicial and extrajudicial expenses derived from traffic offences or laws, regulations or ordinances, (including charges for congestion or limitation of road traffic where they exist) incurred by the Customer during the duration of this Contract that have been satisfied by Josmar. Notwithstanding the foregoing, Josmar reserves the right to charge an additional €50 to the customer for the administrative costs incurred as a result of the processing and communication expenses to the relevant authorities of the above mentioned actions. If the vehicle is intercepted by the authority, the Customer will be obliged to pay all the expenses arising in the recovery of the vehicle, as well as the damages it may have suffered for such interception, regardless of the guilt or not of the driver.

G) The expenses derived from the recovery of the vehicle when, by a cause chargeable to the Customer, it is not dropped off at Josmar's facilities without prior notice. As well as if the vehicle is abandoned by the Customer without Josmar's authorisation.

H) The penalty corresponding to the non-realisation, in case of accident, of the Friendly Settlement or Accident Report. The absence of the mentioned documents will invalidate any coverage for damage or theft.

I) The charges caused by the loss or damage of the accessories and documents of the vehicle, as well as to the keys, the sending of a replacement set of keys for the vehicle, in cases of loss, breakage, the return of the keys of the vehicle to a different office from that of the return of the vehicle or any other situation for which the vehicle is paralysed for reasons attributable to the Customer for a maximum amount of 280 €.

J) The expenses derived from the loss, deterioration or damage to wheel trims, tyres (including punctures and bursts), tools, windows, side mirrors, accessories and interior of the vehicle.

K) The costs inherent in administrative and accident processing expenses up to a maximum amount of €150.

L) Any tax applicable to the rental. All complaints or objections to the amounts charged must be communicated during the 15 days following the end of the rental. All amounts charged are subject to final revision at the end of the Contract. From this moment, the Customer authorises Josmar to debit the charges resulting from this Agreement to the account of the Customer's credit or debit card, cash deposit or bank account provided, including the reasonable legal expenses incurred by Josmar to collect them. In the event that the Customer orders the charges to be invoiced to a third party and this is accepted by Josmar, this obligation will be in solidarity for both in case of non-payment by the third party.

## **5. ROADSIDE ASSISTANCE.**

In the event of a breakdown that prevents the journey from continuing, the Customer must call the roadside assistance telephone number on the front page of this Contract, and in the documentation of the copy of the policy that the vehicle carries in the glove box of the same. Josmar will not take responsibility of any assistance, tow or repair service that is not explicitly authorised by Josmar. Josmar has contracted roadside assistance with an external company that will provide the service, consisting of the removal of the vehicle and transfer to the nearest garage, if it could not circulate; and the provision to the customer of a means of transport to the destination where the customer was going. Only in case of mechanical breakdown, and provided that there is no responsibility or fault on the customer, Josmar will provide the Customer with a replacement vehicle at the nearest Josmar office, during business hours, and subject to fleet availability. Josmar is not responsible for the non-compliance with the services provided in this assistance, being the responsibility of the service provider.

## **6. DEPOSIT.**

Josmar may request the Customer as a provision of funds a deposit that covers the minimum cost of the rental according to the time, mileage, excess, services provided and a deposit that covers possible incidents or charges that may be generated. This amount will be freely allocated by Josmar,

demanding the guarantee that is deemed appropriate. The aforementioned amount may not be applied to the payment of any of the rents, nor will it constitute any exemption for the Customer from the full fulfilment of customer's obligations, if it is not authorised by Josmar. In the event that the extension of the Contract is agreed, this amount shall be increased proportionally to the number of days of the extension. This amount will be returned to the Customer once the Contract is finalised, and after the appropriate checks of the condition of the vehicle and the compliance with the general and particular conditions of the Contract. Due to the checking process, it may be necessary to retain the deposit up to a maximum of 15 days after the return of the vehicle. The refund of the deposit will be made after the appropriate settlement of the advance amounts, the total price of the rental and the charges or expenses caused by any concept for which the Customer is responsible, detailed in clause 4 of this Contract.

## **7. DAMAGES, THEFT, INSURANCE AND COVERAGE.**

### **7.1 Compulsory Third-Party Liability Insurance:**

The rental rates include the compulsory insurance cover for the vehicle and the compulsory third-party liability insurance for any damages that may arise from the use and circulation of the vehicle, for those drivers who use the vehicle with Josmar's permission and who fulfil the stipulations of this Contract. These coverages are guaranteed and are assumed by the insurer with whom Josmar has contracted the corresponding insurance policy and are subject to the general and particular clause of the same and the law. By signing this Contract, the Customer joins as insured to the aforementioned policy, which conditions are available to the customer.

### **7.2 Damages and Optional Coverages:**

Provided that it fulfils with the terms of this Contract and the damages or losses have not been caused intentionally, neither by gross negligence of the Customer, nor by an unauthorised driver, fulfilling the stipulations of this Contract, and within the rental period authorised by Josmar, the Customer's liability is limited in accordance with the following terms:

If the Customer has accepted the Collision Damage Waiver (from now on CDW) and previously paid for it, the customer's liability for damage to the vehicle, spare parts and accessories, is limited to the excess shown in our current rate list, which amount appears on the front page of the Contract.

If the Customer has accepted the Theft Protection (from now on TP) and previously paid for it, the customer's liability for theft, is limited to the excess shown in our current rate list, which amount appears on the front page of the Contract. Misappropriation is not covered by this coverage.

If the CUSTOMER has accepted Super Cover Damage Waiver (from now on SCDW) and previously paid for it, the customer's liability for the excess regarding the Collision Damage Waiver and Theft shall be reduced or eliminated depending on the rules in force at all times.

If the CUSTOMER has not accepted any of the above optional coverages, the customer is responsible for the full amount of the damages, loss or missing parts that the vehicle may suffer during the rental, as well as for its theft, and for all the expenses derived.

### 7.3 Conditions of optional coverage:

The limitation of the amount of damages, or total or partial theft, to which the aforementioned coverages are entitled, will be applied provided that the following conditions are fulfilled:

- A) The Customer must inform Josmar in the event of a collision, theft or fire and send ,within 24 hours after the event occurs, complete data of the contrary party and eventual witnesses by completing an accident report, in the Friendly Settlement Declaration form, detailing the number plate, name and address of the contrary party, the circumstances of the collision, a sketch of the accident, the name of the insurance company and, when possible, the policy number. All this must be signed by both drivers involved in the accident (the Customer shall not admit liability or guilt in case of accident, or prejudice it). In case that the Customer does not have access to an accident report to complete, the Customer must complete the Vehicle Return Document, which will be provided by Josmar. The Customer must immediately notify the authority in case the guilt of the contrary party must be investigated or if there are people injured. The Customer shall not leave the rented vehicle without the authorisation of Josmar.
- B) The insurance company does not reject the report, which may occur if the driver was not in the physical and psychological conditions required by the Traffic Code.
- C) The collision, theft, fire or act of vandalism has not occurred during an unauthorised use of the vehicle, violating any clause of this Contract, or after the deadline.
- D) In case of theft of the vehicle, the Customer must notify Josmar and give back the original key of the vehicle with the corresponding formal complaint completed at the competent authority. Such a complaint must be completed by the Customer as soon as he is aware of the theft. Otherwise, the Customer will indemnify Josmar for the market value of the vehicle.

### 7.4 Exclusions from optional coverages:

They following damages are totally excluded from any optional coverage, or any total or partial exemption of the excess, and therefore will be the responsibility of the CUSTOMER:

- A) Damage to the interior of the vehicle: upholstery, glove box and interior accessories.
- B) Damage to the clutch or the gearbox.
- C) Towing expenses in case of negligence.
- D) Recharging or replacing the battery.
- E) Breakdowns caused by the driver's negligence, as well as mechanical breakdowns resulting from not following the manufacturer's instructions or Josmar's, or the deteriorations resulting from ignoring the car dashboard warning lights (temperature, oil and immediate stop indicator, etc.).
- F) Damage caused by blows to the underside of the vehicle, or in the upper area of the vehicle for not respecting its dimensions.
- G) Refuelling the vehicle with the wrong type of fuel.
- H) In case that water comes inside the vehicle.
- I) Loss or breakage of keys or remote control.

- J) Damage or loss of any accessory (baby seat, booster, damage or loss of the antenna, keyrings, triangles, reflective vest, blades, navigator, fuel plug, etc.).
- K) Any kind of damage or breakdown caused by improper use of the vehicle.
- L) Misappropriation of the vehicle.

The Customer authorises Josmar to charge the costs caused by the breakdowns or damages mentioned above according to the payment system shown on the front page of this Contract.

### **8.- UNAUTHORISED USE OF THE VEHICLE.**

It is the Customer's obligation to use the vehicle with due diligence, in accordance with its characteristics, respecting the current motor vehicle traffic regulations and avoiding, in any case, any situation that could cause damage to the vehicle or injury to third parties. Any other use that violates the provisions of these paragraphs will be understood as unauthorised use. The Customer will be fully liable for the damage caused to the interior and exterior parts of the vehicle by an unauthorised use of it, in which case the customer is obliged to pay all the expenses incurred.

Unauthorised use includes, and is not limited to, the following cases cited as an example:

- A) Propelling and towing any other vehicle, trailer or other object.
- B) Driving in places not suitable for public transport such as beaches, car circuits, forest trails, private roads, as well as driving on unpaved roads, or paved but with serious deficiencies that could lead to damage to the underside of the vehicle.
- C) Driving through restricted areas, including airport runways and other routes associated with aeronautical and/or military use.
- D) Ignoring the vehicle's warning signals that the Customer declares to know by signing this Contract.
- E) Transporting animals (alive or dead), dangerous, flammable and/or harmful substances for the vehicle and its occupants and/or products that leave a sign of smell and dirtiness.
- F) Transporting poorly packaged objects that can be spilled on the loading area (Liquids, debris).
- G) Any kind of sublease.
- H) Using the vehicle in any activity contrary to the law.
- I) Carrying a greater number of people or luggage than that authorised for the vehicle, or carrying any element on the roof of the vehicle even using a suitable device.
- J) Manipulating or operating the odometer. In case it is not working properly, the customer must notify Josmar immediately.
- K) Leaving objects that can be stolen in sight with the consequent damage to the vehicle.
- L) Dirtiness in the interior of the vehicle beyond what implies a reasonable and careful use.
- M) Driving the vehicle in a state of fatigue, illness or under the influence of alcohol, medicines, drugs or any other substance that affects the ability to react.
- N) Driving recklessly, sporty or dangerously.
- O) Carrying passengers in exchange for money directly or indirectly, or transport goods to in exchange for money, except in the case of trucks and vans.
- P) Taking part in any race, rally, test or any other contests, or trainings of any modality, official or not.

- Q) Using the vehicle for teaching another person to drive in any circumstance and/or the teaching of any special skill at the wheel.
- R) Driving without respecting traffic rules.
- S) Allowing another person to drive the rented vehicle who has not been previously authorised in the Contract.
- T) Driving the vehicle outside the Spanish peninsular territory without the express written authorisation of Josmar,
- U) Using the vehicle after the rental period has expired.
- V) Having the vehicle improperly parked or poorly guarded when not used.
- W) Varying any technical characteristics of the vehicle, such as keys, equipment, tools and/or vehicle accessories, as well as making any modification of its exterior appearance and/or interior.
- X) Transfer, rent, mortgage, pledge, sell or in any way give in guarantee: the vehicle, the rental contract, the keys, documentation, equipment, tools and/or accessories of the vehicle and/or any part of it; or treat the above in a way that causes harm to Josmar. The unauthorised use by the Customer will authorise Josmar to terminate the rental contract in advance for breach of the Customer. Requesting, if applicable, compensation for damages that correspond; and Josmar may take charge of the vehicle, at any time, with or without the consent of the Customer.

## **9. PERSONAL BELONGINGS.**

Josmar is not liable to the Customer or any passenger for the loss or damage of goods left in the vehicle during the rental period or thereafter (forgotten or lost objects). Such goods are absolutely the responsibility of the Customer.

## **10. VIOLATION OF TRAFFIC RULES.**

The Customer assumes full responsibility for fines and any other consequences arising from the violation of traffic rules, orders or parking prohibitions, during the rental period for which the Customer must respond. If Josmar were required to pay such fines, the Customer accepts that Josmar charges the amount of the corresponding fine(s) in the Customer's payment method, during the of the Rental Contract or after the vehicle has been returned. An administrative fee of €50 per fine may also be charged to compensate for the administrative work that this requires. Josmar will provide the Customer, if requested, with a copy of any traffic violation notice that Josmar may have received. The Customer is obliged to provide Josmar all the DRIVER's details: name, surname, personal address, ID number and date of issue. These details must be truthful with the LOTT and ROTT, on his behalf and charge. Therefore, Josmar is not responsible for any penalty that may arise.

## **11. CHILD RESTRAINT SYSTEMS**

In the case of use of the vehicle for the transport of children under three years of age or older who do not exceed the height of 150 centimetres, the Customer must inform Josmar so that they can provide, after paying the corresponding rental rate and without fixing it in the vehicle, the corresponding mandatory restraint device approved according to the weight and size of the child or person who is going to use it. The installation of the device will always be the responsibility of the CUSTOMER.



## **12. SOLIDARITY RESPONSIBILITY AND INDEMNIFICATION.**

The Customer totally exonerates Josmar for the direct and indirect damages that the Customer may have as a result of a breakdown or accident of the rented vehicle. All additional authorised drivers will be jointly and severally liable for all the obligations of the Customer arising from the Contract and the laws applicable to it. To the extent permitted by law, the Customer undertakes to indemnify Josmar for any claims related to the use of the vehicle, any damages suffered by the Customer, including, in an expository manner, fines and other consequences mentioned in clause 9, or any other issues that are the responsibility of the Customer. Josmar expressly rejects any kind of liability for damages, whether suffered by the Customer or by a third party, unless they have occurred by Josmar's fault.

## **13. JOSMAR'S LIABILITY.**

Josmar is liable for damages suffered by the Customer if these are due to negligence on the part of Josmar. Nothing contained in these terms shall exclude or restrict Josmar's liability for damages resulting from Josmar's negligence or any other liability that may be excluded by law. Josmar, provided that the customer takes the necessary precautions and does everything necessary to prevent this situation, will not be responsible for mechanical failures in the vehicle due to normal or occasional deterioration, nor is he responsible for expenses, delays or harms somehow caused directly or indirectly as a consequence of the failures or breakdowns mentioned.

## **14. PERSONAL DATA.**

The Customer authorises Josmar the automated processing of the customer's personal data, necessary for the agreed service, as well as for the offer and contracting of other products and services that may be of customer's interest and of which Josmar will inform. The Customer's personal data will be treated with confidentiality. Josmar will adopt the necessary measures to comply with the Spanish legislation on the protection of personal data (Organic Law 15/99). The Customer has the right to access, rectify and, where appropriate, cancel his personal data by a written request addressed to Josmar. Likewise, the Customer authorises Josmar to transfer his data to companies of the group or to other companies Josmar may reach collaboration agreements with, to improve the agreed service and for credit control, whether in Spain or abroad, complying the Spanish legislation regarding to the protection of personal data. If the Customer breaches this Contract, their personal data may be transferred to third parties if this facilitates the collection of any due amounts. The Customer expressly consents Josmar to use the customer's personal data with a geolocalization system. Josmar will be able to access such data directly and without prior notice for the use of them both for security reasons and commercial purposes. Likewise, the Customer also assumes and expressly consents for the rented vehicle to be geo-positionally controlled.

## **15. CUSTOMER SERVICE.**

Josmar will attend any request for information, suggestion, claim or complaint adressed to JOSMAR GROUP, Customer Service Department, Masia Pou Ample s/n 12194 Vall d'Alba, Castellon. Telephone number +34 630816218; or through email: [info@grupojosmar.es](mailto:info@grupojosmar.es)

**16. LANGUAGE.**

In the translation of the language there may be errors, for the purposes of the contract, the two parties will be governed by the conditions described in Spanish.