

Standard Rental Terms and Conditions for Motorhome Rental in Spain

1. Scope, content of the contract, applicable law.

1.1. Only the following general terms of RUVIWAY, (hereinafter referred to as "Rental Company"), are valid. Those conditions of the lessee that differ or are contrary to the commercial conditions of the Rental company will not be accepted.

2. Minimum age, authorized divers.

2.1 The lessee and each driver must be at least 23 years of age and hold a Class B driving license more than two years or the corresponding national permit. If you are not a resident of the EU, you will need the International Driving Licence.

2.2 If at the time of delivery of the rented motorhome the driver's license corresponding to the rented vehicle is not available, it will be considered that the motorhome has not been picked up; in this case the relevant cancellation conditions will apply (see section 4.2)

2.3 Only the rented vehicle and the additional drivers who have registered at the rental center will be able to drive.

3. Rental Charges and calculation, rental period.

3.1. The corresponding rental charges include: VAT, all risk insurance according to the corresponding insurance coverage (see below section 11), mobility guarantee of the chassis-cabin manufacturer.

3.2. The rental period begins with the pickup of the motorhome by the tenant at the rental center and ends with the Drop off the vehicle by the employees of the rental center.

3.3. If the motorhome is returned after the agreed time in writing has elapsed, the lessee will calculate 29.00.- € per hour of delay (however, for each day of delay the price will be the corresponding for a whole day.). The lessee will bear the costs arising from the fact that another tenant or another person claims their rights to the rental home, which results in a delay in the delivery of the vehicle, which is attributable to the lessee.

3.4. In the case of returning the vehicle before the rental period has expired, the full price of the contractually agreed rental must also be paid.

3.5. The motorhome is delivered with the full fuel tank and it must be returned. Otherwise, the lessee will charge € 2.50 gross per liter of diesel fuel. The lessee will bear the costs of fuel and running during the rental period.

4. Reservation.

4.1. Once the Rental Company has provided written confirmation of the reservation, he must pay a deposit of 30% of the rental amount within the period indicated in the binding offer, which will be a maximum period of ten days. From this moment the reservation will be binding on both parties. If the client terminates the binding reservation, the latter will have to pay the following cancellation fees calculated from the first confirmed reservation:

-Up to 50 days before the start of the rental, 15% of the rental price

-Between 49 and 15 days before the start of the rent, 50% of the rental price

-Less than 15 days from the start of the rent, 80% of the rental price

-The same day of rent or in case of not picking up the car, 100% of the rental price.

5. Payment terms, Security deposit.

5.1. The rental charges predicted based on the reservation dates must be paid into the account that the lessee will provide to the rental company, no later than 14 days before the start of the rental.

5.2. At the latest, at the time of pick up of the vehicle, the lessee must pay the amount of € 700, by credit card or cash, as a security deposit and as a guarantee of the faithful fulfillment of the obligations of these contract.

5.3. The deposit will be returned after examining the vehicle by a manager of the rental Company, which in case of damage due to misuse will determine the amount that the client will have to pay. This amount will be deducted from the deposit deposited, accepting the lessee paying the difference if the cost of the damage exceeds the value

of the deposit. If it is not possible to assess the damages immediately, the Rental Company will have 30 days to make the settlement and return the deposit if appropriate or claim the difference between this and the cost of the damages. In the event of a claim, the amount of the insurance excess insurance excess will also be deducted from the deposit. In case the renter must pay the compensation of the rent price paid in advance, this amount will be returned together with the deposit.

5.4. The lessee expressly agrees to pay the Rental Company:

1. At the time of the return of the vehicle, the amount of mileage, calculating according to the current rate, and / or the additional charges arising from the application of these general rental conditions.
2. The additional charges that arise if the car is left in another place or city, without the consent of the rental company.
3. The amount of all kinds of fines, judicial and extrajudicial expenses arising from any traffic infraction or of any kind, that are directed against the vehicle, the lessee or the rental company, derived from the period of validity of this rental agreement , unless originated because of the rental company.
4. Expenses incurred by the lessee (including attorneys and attorneys' fees) in claiming the amounts due by the rental company under this agreement.
5. The vehicle has full insurance with excess (does not include the personal effects of the rental company and their companions).
6. In the event of an accident or theft, the lessee will pay the amount of € 700 per claim.

6. Vehicle collection and return.

6.1 Before deliver the motorhome, the lessee is required to follow the instructions given by the technical staff of the rental company at the Pickup, in which the condition of the vehicle is described and that they have to sign both parties. The Rental company may refuse to deliver the vehicle until the inspection of the vehicle has been completed.

6.2 Upon drop off the vehicle, the lessee is required to carry out a final review of the motorhome together with the employees of the rental center. A drop off will be drawn up, which must be signed by rental company and the lessee. THE RENTAL COMPANY HAS 48 HOURS TO DETECT DISPLAYS NOT VISIBLE IN THE RECEPTION OF THE VEHICLE, (before returning the franchise), having to notify the lessee in this time. Any damage not recorded in the delivery certificate but detected and / or later in the workshop will be borne by the lessee. The failure to sign the Drop off will not release the lessee.

6.3 If the lessee wishes to extend the rent, he must ask the rental company at least three days before the end of the contract, The possible confirmation of the extension will be subject to the availability that at this time have the rental company, therefore not assuming the latter any previous purchases.

6.4. Any alteration to the rental dates, must be previously authorized by the rental company. Failure to comply with this condition entitles the rental company to take over the vehicle or require it in court. The rental company reserves the right to obtain the return of the vehicle, at any time during the term of this contract, if its use contravenes the provisions in the same.

6.5 The vehicle will become clean inside and with the service-water and WC container empty and clean. Otherwise, a cleaning fee of € 150 will be charged.

6.6 Filling the drinking-water tank with diesel or another fuel or liquid, or the diesel tank with water or other fuel or liquid, will result in a penalty of € 750.

6.7

7. Prohibited Use, Duties of Care

7.1. The lessee agrees to respect the obligations and limitations are described in the current traffic code and the obligation:

1. No person other than the same or express authorizations can drive.
2. No more passengers are specified in the vehicle documentation.
3. There is no publication or transportation of people for commercial and other purposes that are not included in the contract.
4. We do not carry any kind of goods, drugs, toxic or flammable products.
5. We do not cede ours to third parties so that they cannot get neither lucrative nor assisting criminals.

6. There are no crimes committed, although the following requirements may still be available in accordance with the legislation in force in the place of the figures.

7. Do not drive your vehicle in poor condition caused by alcohol, drugs, fatigue or illness.

8. There are no road network transients in inappropriate terrain or with the vehicle to participate in sports, endurance, racing or other tests.

9. Do not use your motorhome to tow other vehicles or trailers.

10. Do not disdain or manipulate the meter, having to immediately notify the rental company of any malfunction of the meter.

11. Is only allowed to move with the leased vehicle in the following countries:

Germany, Andorra, Austria, Belgium, Bulgaria, Czech Republic, Cyprus, Croatia, Denmark, Slovak Republic, Slovenia, Spain, Estonia, Finland, France, Britain, Greece, Netherlands, Hungary, Ireland, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Sweden, Switzerland, Albania, Belarus, Bosnia and Herzegovina, Macedonia, Moldova, Serbia, Azerbaijan and Ukraine.

12. Travel to any country that is at war or in war is expressly prohibited.

13. Have the vehicle properly parked and guarded when not in use and protect it from the deterioration of frost, stones or any other atmospheric phenomenon that could cause significant damage.

14. It is expressly forbidden for the lessee to modify any technical characteristic of the vehicle, the keys, equipment, tools and / or accessories of the vehicle, as well as to make any modification of its external and / or internal appearance, except with the express written permission of part of the rental company. In case of infringement of this article, the lessee will bear all the costs of the refurbishment of the vehicle or its original condition, also paying a compensation of the vehicle until its complete repair.

7.2. The vehicle must be properly maintained and treated as well as properly closed.

7.3. All vehicles are non-smoking. Pets (up to 15 kg in weight) may be carried, provided the rental company has given his express authorization.

8. What to do in The Event of an Accident

8.1. In the event of an accident, robbery, fire or damage caused by hunting animals, the lessee must immediately inform the police and the rental company by calling the telephone number of the rental center (the telephone number is in the rental agreement). Not later than the next business day following the day of the accident. Contrary claims will not be accepted.

8.2. Responsibility for the fact will never be recognized or judged, except for the "Friendly Accident Declaration". The lessee will have to obtain all the information of the opposite party and the testimonies, which together with the details of the accident will be sent in the time indicated to the rental company. Immediately notify the authorities if there is guilt on the part of the opposite party. The accident notice must be duly completed and signed no later than when returning the vehicle to the rental company. The document must include the name and address of the persons involved, the driver's license details, the opposite information with the name of the insurance company and the policy number, the data of the possible witnesses, as well as the registration numbers. of the affected vehicles.

8.3. In the case of theft or robbery of the vehicle, the competent authority will be reported immediately, communicating it and sending a copy of the denunciation to the rental company, together with the keys of the vehicle, within a maximum period of 24 hours; otherwise the insurance and cover taken out will be void.

8.4. Even if damage is not otherwise, the lessee will be required to draft a detailed written report for the rental company along with a sketch.

8.5. Do not leave the vehicle without taking adequate measures to protect and safeguard it. Contact if necessary, with the Road Assistance company contracted with the insurer.

9. Defects of the motorhome.

9.1. The rights of compensation for damages of the lessee for defects not attributable to the rental company are excluded.

10. Repairs, spare vehicle.

10.1. The rental company is responsible for the normal mechanical wear and tear of the vehicle. When the length of the route or the state of the roads so advise, the necessary maintenance operations will be performed at the official service of the brand chassis motor.

10.2. Stop the vehicle as soon as possible if any warning light indicating an abnormality in the operation of the vehicle lights up, having to contact the rental company and the assistance company arranged by the rental company and only with that one. addressed exclusively to an official service of the chassis-motor brand, with the express consent of the rental company.

10.3. The rental company may commission any repairs that are necessary to guarantee safety during the operation and circulation of the vehicle during the rental period and not exceeding € 150. Therefore, it will only be necessary to have the approval of the rental company. The latter will bear the cost of repair if the original vouchers and the changed parts are delivered, provided that the lessee does not respond to the damage according to section 11. Tire damage is excluded in this way.

10.4. In the event of a such a repair is necessary for damage attributable to the rental company, and the lessee does not have to remedy it, the latter shall promptly indicate to the lessee the damage in question. and grant reasonable time for repair. The rental company will not be responsible for the specific conditions of each country. (e.g. infrastructure), which results in a delay in performing the repair.

10.5. In the case of any breakdown of the cabin elements, the lessee must immediately notify the rental company of whom he will receive the appropriate instructions for its repair.

10.6. In the event that, without any fault of the lessee, the motorhome suffers serious damage or it is foreseen that the vehicle may not be used for a long period of time or that it must be removed from circulation, the rental company, if the availability is made available to the tenant within a reasonable time, a spare vehicle equivalent in number of places or more, a termination of the contract will be excluded.

10.7. In the event that the lessee is guilty, the motorhome suffers serious damage or it is foreseen that the vehicle will not be able to be used for a long period of time or has been withdrawn from circulation, the rental company may refuse to provide a spare vehicle. In this case, the termination of the contract by the lessee is excluded. If the rental company is available to make a spare vehicle available to the lessee, he may charge the lessee any possible costs incurred.

11. Liability of the lessee, vehicle insurance.

11.1. According to the principles of all-risk insurance, in case of comprehensive damage, the rental company will examine the lessee of the liability for material damage, with a franchise of € 700.00, which the lessee will have to assume.

11.2. The lessee, by no means, will not be exempt from his liability, civil, administrative, criminal or of any kind that is a consequence of an accident or misconduct.

11.3. The exemption from the liability stated in section 11.1 will not be effective if the lessee fails to comply with any of the rules stated in all points in section 8.

11.4. The disclaimer of section 11.1 will not precede in the event that the lessee has caused damage intentionally or negligently.

11.5. Likewise, the lessee will have to respond in case of bad behavior in the following cases:

1. If the lessee does not respect the rules and the current traffic code, of the country where he is traveling.
- 2.If the damage is due to reckless driving by the effect of drugs or alcohol.
3. If the lessee or driver, to whom the tenant has left the vehicle, flee in the event of an accident.
4. If the lessee, contrary to the obligation established in section 8, does not notify the police in the event of an accident, except in the case that this infraction has not influenced the verification of the reasons for damage or scope of the latter.
5. If the damages are due to a use prohibited in section 7.1
- 6.If the damages are due to a breach of the obligation established in section 7.2

7.If the damage has been caused by an unauthorized driver, to whom the lessee has left the vehicle.

8.If the damage was caused due to the car's dimensions (height, length, width)

9. If the damages are due to a breach of the provisions regarding the additional charge.

11.6. The lessee will be responsible for all costs, taxes, fines and penalties related to the use of the vehicle, which are claimed by the lessee, except for causes attributable to the latter.

12. Liability of the Company, Statute of Limitation.

12.1. The rental company delivers the vehicle in perfect condition, having performed all the checks and maintenance necessary for its proper operation. It will not be responsible for mechanical errors or malfunctions due to its deterioration, nor is it responsible for expenses, delays or damages in any way produced, directly or indirectly as a result of such errors or faults.

12.2. If, due to force majeure, force majeure or reasons beyond the control of the rental company, the vehicle could not be delivered on the agreed date, it will not be entitled to any compensation, except for the return by the rental company to the lessee of the amount paid as a reservation.

12.3. The rental company does not assume any liability to the lessee, over the lessee's car which is, as free parking, in the rental company premises during the period of the motorhome's rental.

12.4. The rental company will answer unlimitedly in case of mourning and gross negligence. In the case of minor negligence, the rental company will only be liable in a limited way for the foreseeable damages set out in the contract, to the extent that it violates an obligation, the fulfillment of which is of particular importance in reaching the contracted objective (cardinal obligation). This measure of liability will also be valid in cases where there are obstacles to the provision of the Services when the contract is formalized.

13. Jurisdiction

In the event of any dispute arising out of or relating to the rental agreement for the motorhome, it is agreed that the jurisdiction is that of the rental center.

And in proof of conformity, the parties sign this contract in Girona, to de.

Rental Company (RUVIWAY)

The Lessee

Signature

Signature
