

## GENERAL RENTAL CONDITIONS OF VAN VAN GO INVERSIONES S.L.

## 1. SCOPE OF APPLICATION, CONTENT OF THE CONTRACT, LAW, APPLIED.

1.1. Only the following General Terms and Conditions of VANVANGO INVERSIONES SL, its partners, and licensees (hereinafter referred to as the "Lessor") are valid. Rental conditions that differ from or are contrary to the Lessor's Terms and Conditions of Business shall not be admissible. The latter shall also apply if the lessor rents the motorhome to the lessee without reservation, even if he/she is aware of the lessee's deviating conditions.

1.2. The purpose of the contract concluded with the lessee is solely the delivery of the motorhome on a rental basis. The lessee shall not charge for the services of the trip nor, in particular, for the totality of the latter.

1.3. In the event of a reservation, a rental contract governed exclusively by Spanish law shall be concluded between the lessee and the Lessor(s). The lessee organizes his/her own trip and uses the vehicle at his/her own risk. The rental contract shall be limited to the agreed duration. A tacit extension of the rental contract for an indefinite period due to continued use is not permitted.

1.4. All agreements between the lessor and the lessee shall be made in writing.

## 2. MINIMUM AGE, AUTHORIZED DRIVERS.

2.1. The lessee and each driver must be at least 25 years old and hold a class B driving license for more than two years or the corresponding national driving license. In the case of non-EU residents, they must be in possession of an international driving license.

You must provide a copy of your valid ID card or passport, as well as your driving license at the time of delivery of the vehicle.

2.2. Please note that some of the lessor's vehicles have a total weight of more than 3.5 tons and that the corresponding driver's license is required to drive these vehicles. In order to be on the safe side, holders of a class B driver's license should check with the lessor about the total authorized mass of the vehicle rented by the lessee. Penalties for excess weight shall be borne by the lessee.

2.3. If, at the time of delivery of the rented motorhome, the driver's license that corresponds to the rented vehicle is not available, the motorhome shall be deemed not to have been picked up; in this case, the relevant cancellation conditions shall apply (see section 4.2).

2.4. Only the lessee and additional drivers who have registered at the rental facility may drive the vehicle.

## 3. RENTAL PRICES AND CALCULATION, RENTAL DURATION.

3.1. The rental prices and the minimum rental period are derived from the Lessor's price list in effect at the time the contract is formalized. The lessor sets the prices and minimum rental periods according to the time of the year. The total rental price shall be the cost per day plus accessories and contracted services.

3.2. The minimum rental, in any case, is three days.

3.3. The respective rental prices include: VAT, unlimited mileage for rentals of more than three days, and comprehensive insurance

according to the corresponding insurance coverage (see chap. 11 below), the chassis cab manufacturer's mobility warranty.

3.4. The rental period begins with the pick-up of the motorhome by the lessee at the rental facility and ends with the return of the vehicle by the employees of the rental facility.

3.5. If the motorhome is returned after the time agreed in writing, the lessor will charge 40.00 € for exceeding the agreed time of delivery and an additional 30 € for each hour of delay (however, at most for each day of delay the price will be the price corresponding to a whole day, exceeding the delay in more than one calendar day we will apply point 6.4 of this contract). The lessee shall bear the costs arising from the fact that another lessee or another person asserts his/her rights against the lessor, due to a delay in the delivery of the vehicle, attributable to the lessee.

3.6. In the event of returning the vehicle before the end of the contracted rental period, the full contractually agreed rental price must still be paid.

3.7. The motorhome is delivered with a full tank of fuel and must be returned like this by the lessee. Otherwise, the lessor will charge the lessee € 2.20 gross per additional liter of diesel fuel until the tank is full, with a minimum of € 20. The lessee shall bear the costs of fuel, cylinders, and operation during the rental period.

3.8. To return the vehicle to a facility other than the pick-up facility, a special agreement with the lessor and the payment of the amount corresponding to this service shall be required, which shall be agreed upon prior to the pick-up of the motorhome.

## 4. RESERVATION

4.1. Reservations are only binding after confirmation by the lessor in accordance with section 4.2 and only for vehicle groups, not for vehicle models. This shall also apply if the description of the group of vehicles states a specific vehicle model as an example.

4.2. The reservation shall not be effective and binding until the lessee has paid at least 30% of the total rental amount. The cancellation of a confirmed reservation by the lessor shall be subject to a penalty of:

- up to 50 days before the start of the rental period, 15% of the reservation.
- between 49 and 15 days before the start of the rental period, 50% of the reservation amount.
- less than 15 days before the beginning of the rental period, 80% of the reservation amount.
- the same day of the rental or in case of not picking up the vehicle, 100% of the rental price.

Travel cancellation insurance is available to the client.

## 5. TERMS OF PAYMENT, DEPOSIT

5.1. The rental price according to the reservation dates must be paid into the account provided by the lessor to the lessee no later than 14 days before the start of the rental period.

5.2. At the latest, at the time of collection of the vehicle, the lessee must pay the amount of 600 €, by credit card, as a deposit and as a

guarantee of the faithful fulfillment of the obligations of this contract.

5.3. In the case of short-term reservations (less than 14 days before the rental date), the deposit and the rental price will be due immediately.

5.4. The deposit will be returned after the vehicle has been examined by a person in charge at the lessor's business, who in case of damage due to misuse will determine the amount to be paid by the client. This amount will be deducted from the deposit, and the lessee will accept to pay the difference if the cost of the damage exceeds the value of the deposit. If it is not possible to assess the damage immediately, the lessor will have 30 days to settle the damage and return the deposit, if applicable, or claim the difference between this and the cost of the damage. In the event of a claim, the amount of the comprehensive insurance deductible will also be deducted from the deposit. In the event that the lessee has to be paid compensation for the rental price paid in advance, this amount will be refunded together with the deposit.

5.5. The lessee expressly agrees to pay the lessor:

1. At the time of the return of the vehicle, the amount of mileage for rentals of three days or less, calculated according to the rate in effect, and/or the additional charges arising from the application of these General Rental Terms and Conditions.
2. Additional charges that may arise if the vehicle is left in any other place or city, without the lessor's authorization.
3. The amount of all types of fines, judicial and extrajudicial expenses derived from any traffic infraction or of any other type, which are directed against the vehicle, the lessee, or lessor, derived from the time of validity of this rental contract, unless they have been originated by the fault of the lessor.
4. In the event that the vehicle is retained or impounded due to the fault of the lessor, all expenses shall be at his expense, including the loss of profit of the lessor for the duration of the immobilization of the vehicle.
5. Expenses incurred by the lessor (including lawyers' and attorneys' fees) in claiming the amounts owed by the lessee under this contract.
6. The vehicle has comprehensive insurance with a deductible (not including the personal belongings of the lessee and accompanying persons).
7. In case of accident or theft (total or partial) the lessee will be responsible for the amount of 600 € per claim.

The above expenses are by way of example and not limited to, including any type of expense to be borne by the lessor and are the responsibility of the lessee. This payment commitment extends to the return of the deposit. Including improper use or negligent acts.

5.6. If the lessee delays payments, interest for late payment shall be charged in accordance with the regulations in effect.

## 6. DELIVERY AND RETURN OF THE VEHICLE

6.1. Before starting the trip, the lessee is required to follow the instructions given by the lessor's technical staff at the point of delivery (Check Out), and a delivery report describing the condition of the vehicle shall be drawn up and signed by both parties. The lessor may refuse to deliver the vehicle until the vehicle has been inspected.

6.2. When returning the vehicle, the lessee is required to carry out a final inspection of the motorhome together with the employees of the rental facility. **THE LESSOR HAS 48 HOURS TO DETECT NON-VISIBLE DEFECTS ON RECEIPT OF THE VEHICLE** (before returning the deposit) and must inform the lessee within this period.

In the event that the deposit has already been returned. Any damage that does not appear in the act of delivery, but that is detected and/or in the subsequent control in the workshop, shall be the responsibility of the lessee regardless of whether the deposit has been returned. The lessee shall not be exempted from liability if the Check In report is not signed.

6.3. As a general rule, **deliveries of the vehicles will be made from Monday to Friday, from 10 a.m. to 12 p.m.; returns from Monday to Friday from 6 p.m. to 7 p.m., except at the premises in Palma de Mallorca, which are those listed in the vehicle characteristics on the website.** However, the times shown on the rental agreement shall be deemed to be the agreed-upon times. Deliveries and returns on Saturdays can only be made by prior arrangement and for an additional fee according to the current tariff.

6.4. Delays in the return of full days, not authorized, will be penalized with a daily rate of three times the amount applied in the contract. Any justified cause of force majeure that prevents the return on the agreed day must be communicated immediately to the lessor so that he/she accepts it; otherwise, it will be considered an unauthorized delay.

6.5. If the lessee wishes to extend the lease, he/she must request it to the lessor at least three days before the end of the contract. The eventual confirmation of the extension shall be subject to the lessor's availability at the time, and the lessor shall not assume any prior commitment whatsoever.

6.6. Any alteration of the rental dates must be previously authorized by the lessor. Failure to comply with this condition entitles the lessor to take over the vehicle or demand it judicially. The lessor reserves the right to obtain the return of the vehicle at any time during the term of this contract if its use should violate the provisions of this contract.

6.7. In the return of the vehicle for completion of the rental, in which the lessee is not present at the inspection of the vehicle for reasons attributable to him/her, delivery by mailbox or unavailability, and damage to the vehicle is found, the lessee accepts the valuation of the damage resulting from the inspection carried out by the lessor's staff.

**6.8. The vehicle shall be returned clean and tidy internally. With the wastewater and toilet tanks empty and clean. Otherwise, a supplement of 120 € will be charged for cleaning.**

6.9. The act of filling or introducing diesel or other fuel into the drinking water tank, or water or other fuel into the diesel tank, will entail a penalty of 600€.

## 7. PROHIBITED USES, MAINTENANCE, AND PROTECTION OBLIGATIONS

7.1. The lessee acknowledges that he/she receives the vehicle in perfect mechanical condition, provided with the necessary documentation and with the appropriate tools, tires, and accessories and undertakes to keep it in good condition. Likewise, he/she undertakes to respect the obligations and limitations described in the current Highway Code at all times and undertakes:

1. Not to allow it to be driven by any person other than him or herself or those expressly authorized.
2. Not to carry more passengers than those specified in the

vehicle's documentation.

3. Not to rent or transport people for commercial purposes and any other use not included in the contract.
4. Not to transport any type of merchandise, drugs, toxic or inflammable products.
5. Not to cede its use to third parties free of charge or for profit and not to assist criminals.
6. Not to commit crimes, even if these are only punishable according to the legislation in force in the place of the acts.
7. Not to drive the vehicle in inferior physical conditions due to alcohol, drugs, fatigue, or illness.
8. Not to travel outside the road network or on any unsuitable terrain, nor to participate with the vehicle in sporting, endurance, racing, or other events that may damage it.
9. Not to use it to push or tow other vehicles or trailers.
10. Not to unseal or tamper with the odometer, and to immediately inform the lessor of any damage to the odometer.
11. The lessor is only authorized to drive the rented vehicle to the following countries: Andorra, Austria, Belgium, Bulgaria, Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Great Britain, Greece, Holland, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Albania, Belarus, Bosnia-Herzegovina, Macedonia, Moldova, Serbia, Tunisia, and Ukraine. Travel to Morocco requires the express authorization of the lessor.
12. It is expressly forbidden to travel to any country that is at war or warlike conflicts.
13. To have the vehicle properly parked and secured when not in use and to protect it from the deterioration of frost, hail, or any other atmospheric phenomenon likely to cause significant damage.
14. It is expressly forbidden for the lessee to change any technical characteristics of the vehicle, keys, locks, equipment, tools, and/or accessories of the vehicle, as well as to make any modification to its exterior and/or interior appearance unless expressly authorized in writing by the lessor. In case of violation of this article, the lessee shall bear all the costs for the reconditioning of the vehicle to its original state, and shall also pay compensation for the immobilization of the vehicle until it is fully repaired.

7.2. The vehicle must be properly cared for and treated and properly locked. The technical standards as well as the regulations governing the use of the vehicle must be observed. The condition of the vehicle is to be checked, in particular the water and oil level as well as the tire pressure. The lessee undertakes to regularly check whether the rented motorhome is in safe driving condition.

7.3. Smoking is prohibited in all vehicles. Pets may be carried, provided that the lessor has given his express authorization, depositing an additional deposit of 150 €, but please note that the vehicle must be returned equally clean and odorless. The lessee must ensure that his pet travels safely and in accordance with current regulations. Said pet must be properly vaccinated and the corresponding restrictions must be complied with. Cleaning costs derived from any non-compliance shall be borne by the lessee. Likewise, the latter shall bear the costs of ventilation or elimination of tobacco odor, including the losses generated by the impossibility of renting the vehicle for some time due to this reason.

7.4. In the event that it is found that the provisions of 7.1, 7.2, and 7.3 above have been violated, the lessor may terminate the rental agreement immediately.

## 8. CONDUCT TO FOLLOW IN CASE OF AN ACCIDENT

8.1. In case of accident, theft, fire, or damage caused by game animals, the lessee must immediately inform the police and the lessor by calling the telephone number of the rental facility (the telephone number is stated in the rental agreement), at the latest on the working day following the day of the accident. No counterclaims are admissible.

8.2. The responsibility of the incident will never be recognized or prejudged, except for the "Friendly Declaration of Accidents". The lessee shall obtain all data from the opposing party and witnesses, which together with the details of the accident shall be sent to the lessor within the indicated period. Immediately notify the authorities of the accident if the other party is at fault. The accident report must be duly completed and signed at the latest at the time of returning the vehicle to the lessor. The document must include the name and address of the persons involved, their driving license details, the details of the other party with the name of the insurance company and the policy number, the details of any witnesses, as well as the license plates of the vehicles involved.

8.3. In case of theft or robbery of the vehicle, it shall be reported to the competent authority immediately, communicating it and sending a copy of the report to the lessor, together with the keys of the vehicle, within a maximum period of 24 hours; otherwise, the insurance and coverage contracted shall be null and void.

8.4. Even in the case of damage without any opposing party, irrespective of its severity, the lessee shall draw up a comprehensive written report together with a sketch for the lessor. If the lessee fails to draw up the report - for whatever reason - and thus prevents the insurance company from paying for the damage, the lessee shall be obligated to pay the corresponding amount in full.

8.5. Do not abandon the vehicle without taking adequate measures to protect and safeguard it. If necessary, contact the Roadside Assistance Company contracted with the Insurer.

8.6. In case the lessee fails to comply with any of these measures, if applicable, the lessor may claim damages from the lessee for damages caused by the lessee's negligence, including the lessor's loss of profit for the duration of the immobilization of the vehicle.

## 10. REPAIRS, REPLACEMENT VEHICLE

10.1. The lessor shall be responsible for normal mechanical wear and tear of the vehicle. When the length of the trip or road conditions make it advisable, the necessary maintenance operations shall be carried out at an official service of the chassis-engine manufacturer.

10.2. Stop the vehicle as soon as possible when any warning light indicating an anomaly in the operation of the vehicle illuminates, and contact the lessor or the Assistance Company arranged by the lessor and only with the aforementioned, going exclusively to

an official service of the chassis-engine manufacturer, unless expressly authorized by the lessor.

10.3. The lessee may order such repairs that are necessary to ensure the safe operation and driving of the vehicle during the rental period and that do not exceed 150 €. For this, it is only necessary to have the approval of the lessor. The latter shall bear the costs of the repair if he is provided with the original receipts and the replaced parts, provided that the lessee is not liable for the damage in accordance with Clause 11. Damage to the tires is excluded from this regulation.

10.4. If such a repair is necessary because of damage attributable to the lessor and the lessee does not take care of it, the lessee must promptly inform the lessor of the damage in question and allow a reasonable time for repair. The lessor shall not be liable for country-specific conditions (e.g., infrastructure), which may lead to a delay in carrying out the repair.

10.5. In the event of any damage to the elements of the passenger compartment, the lessee shall immediately inform the lessor, from whom the lessee shall receive the appropriate instructions for their repair.

10.6. If, through no fault of the lessor, the motorhome is seriously damaged or it is foreseen that the vehicle cannot be used for a longer period of time or must be taken out of service, the lessor, if he/she is able to provide the lessee within a reasonable period of time with a replacement vehicle of the same or higher seating capacity, a termination of the contract, is excluded.

10.7. In the event that the lessee is at fault that the motorhome is seriously damaged or it is expected that the vehicle cannot be used for a long period of time or must be withdrawn from circulation, the lessor may refuse to offer a replacement vehicle. In this case, a termination of the contract by the lessee is excluded. If the lessor is prepared to make a replacement vehicle available to the lessee, he/she may charge the lessee for any costs arising from this.

## 11. LESSEE'S LIABILITY, FULLY COMPREHENSIVE INSURANCE

11.1. According to the principles of comprehensive insurance, in the event of extensive damage, the lessor shall release the lessee from liability for material damage, with a deductible of 600 €, to be borne by the lessee.

11.2. The lessee, under no circumstances, shall be exempted from his/her responsibilities, civil, administrative, criminal, or of any nature that are a consequence of an accident or misconduct, or of those civil responsibilities derived from events or circumstances not contemplated as included in the insurance policy.

11.3. The exemption of the responsibility indicated in paragraph 11.1, will not have effect if the lessee omits any of the regulations indicated in all the points of paragraph 8.

11.4. The exclusion of liability in Clause 11.1 shall not apply if the lessee has caused the damage intentionally or negligently.

11.5. The lessee shall also be liable in the event of willful misconduct in the following cases:

1. If the lessee does not respect the rules and the highway code in force in the country where he/she is driving.
2. If the damage is due to reckless driving under the influence of drugs or alcohol.
3. If the lessee or the driver, to whom the lessee has left the vehicle, flees in case of an accident.

4. If the lessee, contrary to the obligation set forth in Paragraph 8, does not notify the police in case of an accident, except in the case that this infraction did not have any influence on the accident.
5. If the lessee violates other obligations of Paragraph 8, unless this violation did not influence the ascertainment of the reasons for the damage or the extent of the damage.
6. If the damage is due to a prohibited use in Clause 7.1.
7. If the damage is caused by an infringement of the obligation under Clause 7.2.
8. If the damage is caused by an unauthorized driver to whom the lessee has left the vehicle.
9. If the damage has been caused by disregarding the dimensions of the vehicle (height, length, width).
10. If the damage is due to non-compliance with the provisions regarding additional load.

11.6. The lessee shall be liable for all costs, fees, fines, and penalties related to the use of the vehicle, which may be claimed from the lessor unless they are due to causes attributable to the lessor.

11.7. If there are more lessees, they shall be collectively liable as joint debtors.

## 12. LIABILITY OF THE LESSOR, STATUTE OF LIMITATIONS

12.1. The lessor delivers the vehicle in perfect condition, having carried out all the checks and maintenance necessary for its proper operation. He/she shall not be liable for mechanical failures or breakdowns due to normal deterioration of the same, nor is he/she liable for expenses, delays, or damages in any way produced, directly or indirectly as a result of such failures or breakdowns.

12.2. If for reasons of force majeure, fortuitous reasons, or reasons beyond the Lessor's control, the vehicle cannot be delivered on the agreed date, this shall not entail any right to compensation, except for the refund by the Lessor to the Lessee of the amount paid for the reservation.

12.3. The lessor shall not be liable to the lessee for the lessee's car which may be parked free of charge on the lessor's premises during the rental period of the motorhome.

## 13. JURISDICTION

In case of disputes arising out of or in connection with the rental agreement of the motorhome, and the breach of these conditions, it is agreed that the jurisdiction shall be that of the rental facility.

LESSOR

LESSEE