

## **GENERAL TERMS AND CONDITIONS**

### **GENERAL RENTAL TERMS AND CONDITIONS**

Dionisio Carreiro de Almeida, Lda rents the vehicle described in the Contract to the Renter under the exact terms and conditions specified, which the Renter is aware of, agrees to, and by affixing his signature, undertakes to observe and respect.

#### **CLAUSE 1. USE OF THE VEHICLE.**

1. Under penalty of exclusion from insurance coverage, and therefore considered as uninsured, the Renter agrees not to allow the vehicle to be driven by person(s) other than the person(s) identified and accepted by Dionisio Carreiro de Almeida, Lda in the Contract.

2. The additional authorized drivers shall be jointly and severally liable for all of the Client's obligations contained in this Contract and the laws applicable to it.

3. Under the penalty of incurring the provisions of the first part of paragraph 1, you are also obliged not to use the vehicle or allow it to be used

(a) For sporting events, official or otherwise;

b) By persons under the influence of alcohol or narcotics;

c) For any transportation in violation of customs regulations or that is otherwise illegal.

#### **CLAUSE 2. CONDITION OF THE VEHICLE AND TIRES.**

1. The Customer expressly states that he has received the vehicle in perfect running condition, equipped with four tires in good condition and without punctures, unless proven otherwise, and the Customer undertakes to return the vehicle in the condition in which it was delivered to him.

2. If any of the tires or rims are damaged, the Renter is obliged to replace them immediately, at his or her own expense, with a tire and/or rim with the same characteristics and of the same brand, except in cases covered by insurance.

#### **CLAUSE 3. MAINTENANCE AND REPAIR.**

1. Normal mechanical maintenance resulting from correct use is at the expense of Dionisio Carreiro de Almeida, Lda.

2. Dionisio Carreiro de Almeida, Lda is not liable for any loss of time suffered due to accident or breakdown that might delay or interrupt the Client's vacation or trip.

#### **CLAUSE 4. INSURANCE AND COVERAGES.**

1. The Client (authorized driver) is insured by an automobile insurance policy that covers limited civil liability up to a maximum of

2. In the event of an accident, breakdown, theft or fire, even if partial; the Renter will protect the interests of the Rental Company and the Insurance Company, and must:

a) Immediately contact the Rental Company through the 24-hour travel assistance (+351) 213863322 and then report to the authorities (+351) 112;

b) Fill out the AAD (Amicable Accident Declaration), describing the circumstances in which the accident occurred, date, time, place, name and address of witnesses, the owner and driver of the other vehicle (third party) involved and the registration license plate, brand, insurance company and policy number of such third party vehicle, under penalty of being liable for payment up to the maximum value of the deductible in force.

c) Not to leave the site of the accident, theft, robbery and/or fire before the arrival of the authorities, under penalty of being charged for the damages resulting from them in full, the coverage resulting from the deductible reduction service contracted not having any effect in case of failure to comply with this clause;

3. The Client may contract, prior to the signing of this Agreement, the following insurances:

a) Own Damage Insurance (CDW): In the event of an accident, crash or rollover, the Client's responsibility for damage caused to the vehicle may be reduced to the payment of a mandatory deductible, if the responsibility is imputed to the Client, excluding damage caused under the vehicle, to the windshield, destroyed rims and tires, clutch and gearbox;

b) Theft Protection Insurance (TP): In case of theft, total or partial theft of the vehicle, the Renter's responsibility will be reduced to the payment of the foreseen excess, as long as the terms and conditions of the Rental Agreement have not been violated. The Renter is obliged to report the theft to the proper authorities and return the keys to the vehicle, otherwise the insurance coverage may be cancelled. This insurance does not include the protection of personal property or goods;

c) Personal Accident Insurance (PAI): In case of accident the driver and other passengers will be covered for medical treatment expenses for the driver up to €750, per occupant up to €500, in case of death or permanent disability cover of €5,000 per occupant;

d) SUPER CDW: If contracted in conjunction with CDW and TP, the Customer is reducing the mandatory deductible to the minimum deductible amount. Excludes damage under the vehicle, to the windshield, destroyed rims and tires, clutch and gearbox.

4. Deductibles: In case of damage or accident, the Renter is responsible for paying a deductible for each occurrence, up to the maximum amount provided for each group, whose values are available in the Insurance and Deductibles Table in force.

5. In case of an accident, even after delivery of the AAD, the Renter is responsible for payment of damages caused to the vehicle up to the maximum amount of the deductible in force during the period of the Contract. The amount paid will be refunded, if after conclusion of the process, the responsibility is attributed to a third party.

6. Only the Client (authorized drivers) will benefit from the deductible reduction services; failure to comply with this provision will result in the total cancellation of the coverage set out in this article, and the provisions of this article will also be null and void in the event of breakdown, accident, damage caused by use in unauthorized conditions, motivated by intent or fraud, negligence, drunkenness, use of narcotics or non-compliance by the Renter with any of the general conditions of the rental and the rules of the Highway Code and other applicable legislation, and the insurance coverage will also be cancelled if the Renter does not return the keys of the vehicle to the Rental Firm in the event of theft and/or robbery.

7. In the event of an accident due to speeding, negligence, driving under the influence of alcohol, narcotics or consumption of any product that impairs driving ability, the Renter will be liable for the full cost of repair and compensation corresponding to the time the damaged vehicle was immobilized (payment of these days in accordance with the category of vehicle rented and tariff in force), even if a reduction of the excess has been contracted.

8. The insurance and any excess reduction services do not exempt the Renter from paying for damages caused by unauthorized or negligent use of the top, bottom or interior parts of the vehicle.

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|--|--|-----------------------------|---------|
| Minimum Damage and Theft Deductible - CDW/TP | Minimum deductible value in case of damage and/or theft per rented vehicle. In case of negligence or deliberate violation of the terms and conditions present in the rental agreement, the customer will be responsible for the total or partial theft of the vehicle. | 2                           | 2,500 € |
|  |  | 3                           | 3,000 € |
|  |  | 4                           | 2,000 € |
|  |  | 5                           | 2,700 € |
|  |  | 6                           | 3,000 € |
| Personal Assistance Coverage (PAI)           | Access to medical and hospital assistance for the driver and occupants.  | 10€/ per day                |         |
| Liability insurance                          | Covers material and personal damages caused to third parties   | Mandatory (always included) |         |

#### CLAUSE 5. FUEL.

1. 1. The vehicle is delivered with a full tank of fuel and must be returned with a full tank of fuel. If the Renter fails to observe this condition, he/she acknowledges Dionisio Carreiro de Almeida, Lda's right to apply the refueling service supplement to him/her.

2. In the event of the introduction of fuel of a type other than that used by the vehicle, the Renter is responsible for the expenses inherent in the full replacement of the fuel, dismantling and washing of the tank, engine tuning and other damages caused to the vehicle, without objection to their amounts. 90.00 (ninety euros) "Fuel Tank Cleaning", 15.00 (fifteen euros) "Refueling Service" will be charged plus the value of the fuel necessary to fill the tank of the vehicle.

#### CLAUSE 6. PAYMENTS, RENTAL PRICE, GUARANTEE AND EXTENSION.

1. The client undertakes to pay Dionisio Carreiro de Almeida, Lda all charges for the rental of the vehicle, insurance and taxes as determined in the tariff at the time of booking, which has been previously notified to the client. The application of the rate agreed upon initially is subject to the

vehicle being returned at the place, date and time foreseen. Rates may vary according to season and season, therefore, prior to hiring a vehicle, the customer will be responsible for checking the rate that will be applied.

2. The amount associated with the contract's fuel policy.
3. The rental price is determined by the table in force, and is paid in advance.
4. A deposit will be made on the customer's credit card when picking up the vehicle. It will be returned upon confirmation by Dionisio Carreiro de Almeida, Lda of the car's good condition.
5. The deposit cannot be used to extend the rental. In order to avoid protests and in case the Client wishes to keep the vehicle longer than the time indicated in his contract, he must send, if he has been given the agreement of Dionisio Carreiro de Almeida, Lda, the amount of the additional rental 48 hours before the expiry of the current rental, under penalty of being exposed to prosecution for misappropriation of the vehicle or abuse of trust. The rental day is considered for each 24-hour period.
6. A "Dislocation for Assistance" cost of 35,00€ (thirty-five euros) will be charged to the client in case of an incident caused by negligence: breakdowns caused by fuel change, loss of keys, damaged keys, keys inside the car, flat tires, dead battery, among others.
7. The minimum rental is 1 day.
8. The maximum rental period is 30 days.

**CLAUSE 7ª. RETURN OF THE VEHICLE.**

1. The customer is obliged to return the rented vehicle in the same conditions in which it was delivered to him, together with all its documents, tires, tools and accessories, at the place, date and time stipulated in the rental contract. The customer may not modify any technical characteristics of the vehicle, its keys, equipment, tools and/or accessories, nor make any modification to its exterior and/or interior appearance. Otherwise, the client must bear the costs of restoring the vehicle to its original condition, as well as the damages and losses caused to Dionisio Carreiro de Almeida, Lda due to the reconditioning of the vehicle, due to the time it is immobilized, and also any other damages caused to Dionisio Carreiro de Almeida, Lda.
2. The rental ends on the day and place set out in the contract signed by the Renter.
3. With regard to interior cleaning, the car must be returned in the same condition as it was delivered. Should this not be the case, a cleaning fee "Special Car Cleaning Service" of €80.00 (eighty euros) will be applied.
4. In case you return the vehicle before the date mentioned in the Rental Contract, you will not have the right to any refund.
5. Dionisio Carreiro de Almeida, Lda is not responsible for any goods or objects that might be left in the vehicle.
6. The return of the vehicle at a date and time other than those established in the contract allows Dionisio Carreiro de Almeida, Lda to charge the amount of the rental corresponding to the days

of delay in returning it, in addition to a penalty caused by the economic damage the lack of the car will cause, which amounts to € 50.00 for each day of delay. Likewise, the return or abandonment of the vehicle in a location other than that mentioned in the Contract, allows Dionisio Carreiro de Almeida, Lda to demand cumulatively

- The amount of the rental corresponding to the days required to repair the vehicle and make it available for rent;

- An indemnity corresponding to € 50.00 per day, relative to the economic damages caused, due to the immobilization of the vehicle;

- Plus the costs of transportation/trailer and guarding/custody, - if any - until the place agreed upon in the contract for the return of the vehicle. Dionisio Carreiro de Almeida, Lda reserves the right to take legal actions that may be pertinent in any case of disappearance or non-return of the vehicle and before the competent authorities (judicial and police), being the client fully responsible for any legal and judicial consequences that may ensue. Unilateral extension by the customer of the duration of the contract is considered as an unauthorized (abusive) use of the vehicle for the purpose of the customer's responsibility for any damage that the vehicle presents.

#### **CLAUSE 8. RESPONSIBILITIES.**

1. During the rental, the Customer is responsible for damage to the interior, top and bottom (bottom) of the vehicle.

2. 2. The Renter is solely responsible for any fines, administrative offenses and notices issued against him/her, and an additional charge of 35,00 euros (thirty-five euros) will be applied for the "Processing of Road Code Infringements". In case of loss of documents of the car during the rental will originate the payment of 40.00€ (forty euros) "Loss of Documentation of the Car", plus the costs inherent to the request of a second copy. In the loss of the car key the customer will be responsible for the total cost of a new key for its replacement.

3. Dionisio Carreiro de Almeida, Lda is not responsible for any type of objects or goods stolen, stolen, forgotten or lost inside the vehicle.

#### **CLAUSE 9. COMPULSORY RESTRAINT DEVICE APPROVED FOR CHILDREN.**

1. In case the vehicle is used for transporting children under three years of age or older, but not exceeding a height of 1.50 centimeters, the Renter must notify Dionisio Carreiro de Almeida, Lda. so that he/she may be provided, with prepayment of the corresponding rental fee and WITHOUT FIXING IT ON THE VEHICLE, with the corresponding approved compulsory restraint device according to the weight and height of the child or the person who must use it.

2. The installation of the device will always be the responsibility of the Renter.

#### **CLAUSE 10. APPLICABLE LAW AND JURISDICTION.**

1. The present rental contract shall be governed and interpreted in accordance with Portuguese law. 2. Dionisio Carreiro de Almeida, Lda states its intention to resolve any disagreement amicably. If this is not possible, any disagreement which may arise between Dionisio Carreiro de Almeida, Lda and the Renter shall be subject to the jurisdiction of the Judicial Court of the Azores - Ponta Delgada.

**CLAUSE 11: VALIDITY OF THE RENTAL.**

1. Any and all changes in the terms and conditions of this contract which have not been agreed in writing shall be null and void.

**CLAUSE 12: TRANSLATION.**

1. The translations of these General Conditions are merely informative and are not legally binding in their entirety, the Portuguese version only being valid.

**CLAUSE 13. PRIVACY POLICY.**

1. Your data shall be processed in compliance with the legislation on personal data protection. The same, subject to computer processing, will appear in Dionisio Carreiro de Almeida, Lda's database(s) and are intended for the registration and provision of contracted services. Its provision is optional and is guaranteed under the law, the right of access, rectification and cancellation of any data that concerns you directly, personally or in writing, to the email [rentacar@dionisio.pt](mailto:rentacar@dionisio.pt).