

## GENERAL TERMS AND CONDITIONS FOR VEHICLE RENTAL

### Clause 1 (Scope of the Contract)

This contract is established between the Rental Company – GROSSORENT - Aluguer de Viaturas Unipessoal, Lda., hereinafter referred to as GROSSORENT Rent a Car, and the client, hereinafter referred to as the Renter. These general and specific terms and conditions, stated on the front and back of this contract, apply without prejudice to any written amendment, alteration, or addition.

### Clause 2 (Vehicle Delivery and Return)

1. The rented vehicle is delivered to the renter on the date of signing this contract.
2. The renter acknowledges and confirms that the vehicle is in good working condition, equipped with the legally required accessories and tires, and shows no apparent defects. It is recommended to photograph the vehicle.
3. The renter agrees to maintain the vehicle in good condition and cleanliness and return it in the same state on the date specified at the end of the contract.
4. The vehicle must be returned at the rental company's premises during business hours (from 9:00 AM to 1:00 PM and from 2:30 PM to 6:30 PM), or at another location previously agreed upon. If returned at a different location without prior agreement, the renter is liable for any losses caused to the rental company.
5. Failure to return the vehicle on the agreed date obligates the renter to compensate the rental company for all losses or damages, including theft, robbery, or misuse of trust. The renter must also pay a penalty calculated as three times the daily rate for each full or partial day of delay.
6. If the renter leaves the vehicle outside business hours near the rental company's facilities, they must inform the exact location. However, the renter remains responsible for the vehicle until the office reopens or the vehicle is inspected.
7. In the event of early return before the contract's end, the rental company is not obliged to refund any unused rental amount.
8. The renter must return the vehicle with the same fuel level as at the time of delivery. If not, the rental company will charge for refueling based on the maximum price per liter in effect on the return date.
9. Upon return, the vehicle will be checked for any new defects and/or damages. If present, these will be noted in the Check-in section of the contract and validated by both parties through signature. Refusal to sign does not exempt the renter from liability. If the vehicle shows damage inconsistent with normal use, the

renter must pay for the necessary repairs. The renter is liable for damages to the upper, lower, or interior parts of the vehicle even if no collision occurred.

10. In the case of goods vehicles, the renter is also responsible for all new damage to the upper and lower body parts and cargo area, even without a collision.

11. This contract will be automatically terminated without judicial process if the vehicle is used in violation of any clauses.

12. In such a case, besides automatic termination, the rental company reserves the right to recover the vehicle at any time without prior notice, and the renter bears all related costs.

### Clause 3 (Vehicle Usage)

1. The renter may not make any modifications or alterations to the vehicle, install accessories, or place advertisements without prior written authorization from the rental company. Otherwise, they will be considered in bad faith under Article 1275 of the Civil Code.

2. The renter agrees not to allow anyone not identified in this contract (or in an annex) to drive the vehicle.

3. The renter may only use the vehicle within Portuguese territory unless expressly authorized otherwise.

4. The renter agrees not to use or allow the use of the vehicle in the following situations:

- a) For public transportation of passengers or goods, or for compensation;
- b) In sports events or training, whether official or not;
- c) For transporting goods in violation of customs or tax regulations, or any other illegal conduct;
- d) For towing or pushing any vehicle or trailer;
- e) By anyone under the influence of alcohol, narcotics, or drugs;
- f) For transporting people or goods in violation of the specifications on the vehicle's registration.

5. The renter is expressly prohibited from subleasing, lending, or otherwise transferring any rights from this contract without the rental company's written consent.

6. The renter must properly lock the vehicle and avoid leaving documents or valuable objects inside that could lead to theft or damage.

7. The renter is liable for any loss or destruction (total or partial) of the vehicle's documents and must compensate the rental company for related costs, including administrative fees for issuing duplicates.

#### Clause 4 (Rental Extension)

1. The rental contract ends on the return date specified in the specific conditions.
2. If the renter wishes to extend the rental period, they must go to the rental company's premises at least 24 hours in advance and obtain a new contract, thereby extending the rental period.
3. The requested extension is always subject to the rental company's approval.
4. If the contract allows for automatic renewals, the non-payment of any installment may result in immediate termination by the rental company.
5. If the rental company does not approve the extension, the renter must return the vehicle on the previously agreed date.

#### Clause 5 (Vehicle Maintenance and Repair)

1. If the renter notices any mechanical issues, they must immediately immobilize the vehicle and inform the rental company.
2. In case of immobilization due to mechanical failure, repairs may only be carried out with the rental company's prior written authorization and according to their instructions.
3. Any towing expenses, whether inside or outside the country, due to vehicle misuse, are the renter's responsibility.

#### Clause 6 (Insurance)

Mandatory insurance only covers bodily injury and property damage caused to third parties.

The renter is liable for any damage to the vehicle and/or its equipment up to the deductible stated in the specific conditions, except in cases of intent, negligence, or exclusions under the insurance policy.

1. The renter may subscribe to the following coverages:

- a) CDW – Collision Damage Waiver: Covers all vehicle damage caused by a road accident or total/partial theft. The renter is liable for a variable deductible depending on the vehicle type and value as stated in the specific conditions. Damage to glass, tires, or vandalism is excluded.
- b) Super CDW – Super Collision Damage Waiver: Covers road accident damage or total/partial theft. The renter is only liable for a reduced deductible stated in the contract.
- c) PAI – Personal Accident Insurance: Covers glass damage when purchased, with a maximum deductible of €50.

2. In case of an accident, the renter must:

- a) Notify the rental company and police of any accident, theft, or incident;
  - b) Obtain names, addresses of involved parties and witnesses, and take photos of the accident scene and vehicles involved;
  - c) Not abandon the vehicle without securing it;
  - d) Not admit guilt or assume responsibility that could implicate the rental company.
3. In the event of an accident, theft, or robbery, the renter is responsible for the deductible amount stated in the contract.
4. Regardless of subscribing to Super CDW, the renter is fully liable for damage caused by improper use of the vehicle.
5. If the accident results from speeding, negligence, driving under the influence of alcohol, drugs, or use of unauthorized roads (e.g., unpaved roads, forest paths, beaches), the renter is fully liable for all repair costs and compensation for the downtime of the vehicle.
6. Insurance coverage is only valid during the rental period stated in the contract, or any approved extension. The rental company disclaims all liability for accidents occurring outside the agreed period, for which the renter is solely and fully responsible.

#### **Clause 7 (Payments)**

1. The renter expressly agrees to pay the rental company all amounts due under this contract as soon as requested, including:
- a) Rental charges based on the rental period and mileage, according to the rate in the specific conditions;
  - b) Additional charges for: extra drivers named in the contract, optional equipment, pick-up/drop-off outside rental company premises or outside business hours;
  - c) All taxes and fees related to the rental, or the reimbursement of such taxes to the rental company;
  - d) Any collection costs incurred by the rental company due to the renter's default.
2. Any unpaid invoice on the due date will accrue late interest at the maximum legal commercial rate.
3. In case of an accident, the renter shall pay a €100 processing fee.
4. To guarantee fulfillment of the contract, the renter will provide a deposit equal to the deductible amount and for toll charges.
5. The deposit is provided by credit card or another payment method agreed upon with the rental company.

6. The renter expressly authorizes the rental company to charge the due amounts on the provided card or payment method.

7. The rental company may also request one or more guarantors.

#### **Clause 8 (Toll Service)**

1. The renter automatically subscribes to the electronic toll payment service, as per applicable legislation, through a device installed in the vehicle that calculates the toll fees.

2. The renter is responsible for the full payment of all tolls incurred during the rental period, as well as for the cost of the toll service itself.

3. The renter must provide a valid credit card to cover toll charges, including those that may be debited after the contract ends, as long as they refer to toll usage during the rental period.

#### **Clause 9 (Personal Data)**

1. The personal data of the renter and any additional drivers are mandatory for the execution of this contract and are used solely for identifying the renters and/or drivers of the rented vehicles. These data cannot be used for any other purpose without the express consent of the data subjects.

a) The processing of personal data is solely for the purpose of entering and executing this contract and complying with the rental company's legal obligations. This data may be shared with third parties only to ensure compliance with legal and regulatory obligations, including judicial and police authorities, tax and customs authorities, and road regulation entities.

b) The rental company will retain the personal data of the renter and/or drivers for the period necessary to provide services, billing, and compliance with the above-mentioned purposes, in accordance with applicable legal timeframes.

2. The renter has the right, at any time, to access their personal data, within the limits of the contract and the GDPR, and to exercise rights of access, correction, deletion, limitation of processing, portability, and objection, except in cases where the data are essential for the execution of the contract or compliance with legal obligations of the rental company.

#### **Clause 10 (Violations)**

1. The renter agrees to reimburse the rental company for any fines it has paid due to unlawful conduct committed during the rental period.

2. The renter shall also pay an administrative fee for the handling of such fines.

3. If the rental company is only notified for identification purposes regarding an infraction committed by the renter, the renter must pay an administrative fee of €20 for the provision of this information.

**Clause 11 (Legal and Extrajudicial Disputes and Domicile Agreement)**

1. In the event of a dispute, the renter may contact alternative dispute resolution entities (ADR), as stated in the specific conditions and under applicable law.
2. For all legal purposes, including judicial or extrajudicial notices, the addresses stated in this contract are agreed as official domiciles.
3. The losing party shall bear all legal costs in accordance with applicable procedural laws.
4. The renter may file a complaint in the physical complaints book available at the rental company's premises, or electronically via <https://www.livroreclamacoes.pt/inicio>.

**Clause 12 (Information and Clarification)**

1. When requested or applicable, an English version of these general conditions is made available.
2. By signing the contract, the renter expressly acknowledges that all general and specific clauses have been timely and clearly communicated and explained, and confirms full awareness and understanding of them.