

## **TERMS AND CONDITIONS**

LUCIANO & ABREU LDA, company registered under NIPC 517.934.108, located at Travessa do Lazareto, nº 9C, Cp 9060-162 - Funchal, called the Lessor and the Customer who signed this rental agreement, called the Lessee, enter into this rental agreement, governed by the following:

1 - The Lessee expressly declares that:

- Received the vehicle on the start date and time of this contract, with a full fuel tank and in perfect condition of use and operation, with any pre-existing damages duly indicated on the damage map of this contract.
- Is aware that the vehicle must only be driven by the Lessee and/or only by additional drivers who are obligatorily included in this agreement.
- Will not drive the vehicle in any way that could damage or harm any of its components.
- Will not use the vehicle to transport goods in violation of customs regulations or that are illegal in any way.
- Will not use the vehicle to transport goods or passengers in exchange for any implicit or explicit remuneration.
- Will not sublet the vehicle.
- Will not use the vehicle to pull, push or tow any vehicle.
- Will not use the vehicle for sporting events, rallies or competitions.
- Will not drive and will not allow anyone to drive the vehicle above the speed limit, under the influence of alcohol or narcotics.
- Will not exchange parts, accessories, or any mechanical, electrical, electronic and/or aesthetic changes to the vehicle.
- Is aware that smoking is prohibited inside the vehicle, subject to a €100 fine.
- Is aware that, if return the car with excess dirt, beyond what is expected for normal use of the vehicle (interior and/or exterior), a cleaning fee of €15 will be applied.
- Will return the vehicle in the same condition as it was delivered, on the agreed date, time and place, with a full fuel tank.

2 - The Lessee declares to have received the vehicle with:

- 1 vehicle key.
- 1 set of rubber mats.
- 1 warning triangle, 1 reflective vest, 1 spare wheel or 1 tire inflation system and 1 set of standard tools.
- 1 certified copy of the vehicle's document, 1 insurance letter and 1 inspection form.

In case of loss or destruction of any of the items below, the Lessee will pay the Lessor the value of the respective item, as follows:

- Vehicle key - €500.
- Warning triangle - €15.
- Set of rubber mats - €40.
- Reflective vest - €10.
- Spare wheel and tire - €300.
- Tire inflation system kit - €50.
- Wheel wrench - €30.
- Wheel bolt, each unit - €5.
- Scissor jack - €55.
- Vehicle documents, each one - €20.

3 - Cancellations must be informed by email and the following rules will apply:

- Up to 24 hours before the pick-up time, 100% of the total amount will be refunded, minus fees.
- Less than 24 hours before the pick-up time, there will be no refund of the amount paid.

4 - The minimum rental period to be charged is one day (24H).

In cases of delays of more than 1 hour in returning the car without the Lessor being notified at least 4 hours in advance, the Lessee may be charged for an extra day's rental.

Any and all pick-ups and drop-offs made in the period between 11:01 PM and 7:59 AM will be subject to the out-of-hours service fee, worth €40 each, even if it was not originally selected.

If the Lessee wishes to change the pick-up time or the time for returning the vehicle, he

must contact the Lessor at least 4 hours in advance of the desired time or the time stated in the contract, whichever is shorter. If the request is made less than 4 hours in advance, it may not be answered. If the new time falls within the out-of-hours period, the current fee will be increased.

Delay in picking up the vehicle for reasons beyond the control of the Lessor will not result in a discount on the contract value. Premature return of the vehicle will not result in refunds.

5 - The driver must be at least 22 years old and must have a valid driving license in Portugal, issued at least 2 years ago. A fee of €10 per day will automatically be charged for drivers aged 75 or over.

6 - Fuel: the Lessee will receive the vehicle with a full tank and must return it in the same way. If the vehicle is returned with an incomplete tank, the Lessee will pay the Lessor the amount of €10 for each 1/8 tank of fuel missing.

7 - Prices include: VAT, Premium insurance with no excess, maintenance and 24-hour roadside assistance costs on paved roads.

8 - Prices do not include: Parking, fuel, washing, fines and roadside assistance costs outside of paved roads.

In cases of towing and/or assistance carried out outside of paved roads, the cost of the service between the service location and the nearest paved road will be borne by the Lessee.

9 - Premium Insurance is exempt from deductible and covers:

- Civil liability, mandatory and complementary.
- Personal accidents for vehicle occupants.
- Theft of the vehicle.
- Fire, lightning or explosion.
- Shock, collision and rollover.
- Natural phenomena and aircraft crashes.
- Strikes, riots, civil commotions, vandalism, acts of terrorism.

Premium insurance **does not cover** the items below and if they occur, the Lessee must pay the Lessor the amounts mentioned until the moment the vehicle is returned:

**\*(Achieve Cover+ Insurance offers additional coverage to Premium Insurance and can be contracted separately. Check the table below).**

- Isolated scratches, dents and similar damage to the exterior of the vehicle, damage to windows, mirrors, headlights, taillights, locks, rims and tires, unless the damage results from a shock, collision or rollover and is accompanied by other damage to the vehicle.\*
- Flat tires on paved roads - €25 per tire.\*
- In case of tire(s) bursting on paved roads, rendering them unusable - €190 per tyre.\*
- Filling up with the wrong fuel - fee of €700.
- Damage to rims and/or tires that occurs due to driving outside of paved roads and/or places closed by authorities and other similar situations - will have the values calculated according to the damage.
- Damage caused to the brakes, engine, gearbox or clutch - will have the values calculated according to the damage, the affected parts and the vehicle model.
- Damage to the interior of the vehicle - the values will be calculated according to the damage and affected parts.
- Intentional damage caused by the Lessee or people under his responsibility to the vehicle or third parties - will have the values calculated according to the damage and affected parts.
- Damage caused by a person driving without legal authorization and/or without authorization from the Lessor; under the influence of alcohol, drugs or by a person suffering from mental insanity - the values will be calculated according to the damage and affected parts.
- Damages for participation in sporting events, rallies, challenges, contests, competitions - the values will be calculated according to the damage and affected parts.
- Damage due to negligent driving, incompetence or misuse of the vehicle, which includes gross driving errors and disregard for traffic laws and regulations - the values will be calculated according to the damage and affected parts.
- Damages for driving in a manner that disregards local traffic laws and rules and or in a manner that disregards warnings from authorities and traffic, danger or

risk signs, for driving, being stopped or parked in prohibited places, for driving, being stopped or parked in places closed by authorities - the values will be calculated according to the damage and affected parts.

- Damage from use to push or tow any vehicle, trailer or any other object - the values will be calculated according to the damage and affected parts.
- Damage occurred to:
  - Transport of passengers or goods in exchange for any compensation, explicit or implicit.
  - For the transport of passengers and/or goods in violation of what, by the way, is provided for in the characteristics of the vehicle.
  - For the transport of prohibited or illegal goods, or in violation of customs regulation.
- Damage due to accidents that are not reported to the Lessor and the police- the values will be calculated according to the damage and affected parts.
- Damage or loss of Renter's belongings left in the vehicle.

In any of these cases, the insurance will not be effective, and the Lessee must pay the Lessor all costs related to the damage caused, the towing of the vehicle to the repair location as well as the compensation corresponding to the downtime of the damaged vehicle. The values will be calculated and presented to the Lessee. Drivers are responsible for all road infractions they commit.

**\*The Lessee may choose to take out “ACHIEVE COVER+ Insurance”, with additional coverage to the Premium Insurance for scratches and dents on the exterior of the vehicle, for damage to windows, mirrors, headlights, taillights, locks, rims, tires and other covers, as per the table below, for the value of €9,00 per day.**

 = Item covered by insurance |  = Item not covered by insurance

DESCRIPTION OF DAMAGES/LOSSES	AMOUNT TO PAY TO THE LESSOR	PREMIUM INSURANCE	ACHIEVE COVER+ INSURANCE
Civil liability, mandatory and complementary.	-	✓	✓
Personal accidents for vehicle occupants.	-	✓	✓
Theft of the vehicle.	-	✓	✓
Fire, lightning or explosion.	-	✓	✓
Shock, collision and rollover.	-	✓	✓
Natural phenomena and aircraft crashes.	-	✓	✓
Strikes, riots, civil commotions, vandalism, acts of terrorism.	-	✓	✓
Excess free in case of shock, collision and rollover.	-	✓	✓
Towings for problems not caused by the Renter, paved roads	-	✓	✓
Towings for problems caused by the Renter, paved roads	150€	✗	✓
Isolated tire burst, paved roads	190€ per tire	✗	✓
Isolated damage to the rim, on paved roads	According to damage and model	✗	✓
Isolated damage to windows, mirrors, headlights, taillights, locks	According to the affected parts	✗	✓
Isolated scratches and dents to the exterior of the vehicle	According to the affected parts	✗	✓
Flat tire	25€ per tire	✗	✓
Towing/rescue out of paved roads	Cost from location to paved road	✗	✗
Isolated tire burst, out of paved roads	190€ per tire	✗	✗
Isolated damage to the rim, out of paved roads	According to damage and model	✗	✗
Damage to the vehicle interior	According to the affected parts	✗	✗
Clutch damage	According to damage and model	✗	✗
Gearbox damage	According to damage and model	✗	✗
Engine damage	According to damage and model	✗	✗
Break damage	100€ per axis	✗	✗
Incorrect fueling of the vehicle, with the wrong fuel	700€	✗	✗

10 - Towing/rescue costs will be borne by the Lessor, on paved roads, only in cases of vehicle problems that were not caused by the Lessee. In situations such as those described below, the Lessee will pay the costs of towing and/or assistance in the amount of €100, unless Achieve Cover+ Insurance has been previously contracted:

- Costs for towing and/or assistance on paved roads due to loss or destruction of the vehicle key;
- Costs for towing and/or assistance on paved roads due to battery discharge, lights, radio and/or other electrical/electronic items being left on;
- Costs for towing and/or assistance on paved roads due to lack of fuel;
- Costs for towing and/or assistance due to loss of mobility of the vehicle, being stuck, blocked, prevented from moving independently due to driving out of paved roads and/or places closed by the authorities and other similar situations - in this case, out of paved roads, there is no coverage even with Achieve Cover+ Insurance and the Lessee will pay the cost of towing and/or assistance in the section between the location and the nearest paved road, which is on the way to the destination to which the vehicle will be towed.

11 - In the event of damage to the vehicle, accident, theft, or fire, the Lessee must:

- Contact the Lessor within the next 24 hours, under penalty of assuming all damages if you do not do so, even in the case of minor damage or loss, and provide the Lessor with a detailed report, including a detailed description of what happened, requesting that Assistance be called at Travel, whenever justified.
- Not declaring himself responsible or guilty for the accident before the authorities and/or witnesses.
- Take photos of the vehicles involved, in the position they were in after the accident, as well as the damage caused to all vehicles involved.
- Call the authorities (112 phone) and the ambulance if there are injuries.
- Report the theft of the vehicle to the police authorities, as well as any accident in which there are bodily injuries or in which the fault of the other party must be clarified.
- Fill out the "Car Accident Friendly Declaration" whenever the accident involves third parties.
- Obtain from the other drivers involved:
  - Name, address and cellphone number.
  - Driving license number, date and place of issue.

- Make, model and registration number of other vehicles.
- Insurance policy and insurance company of the other vehicles involved.
- The Lessee is obliged to cooperate with the Lessor and its insurers in any investigation or legal process subsequent to any accident in which they are involved.
- Take appropriate measures to protect the vehicle before leaving the scene of the accident.
- The Lessor is not responsible for accidents that are not reported to the police.

If these measures are not taken by the Lessee, the Premium insurance will be completely null and void, and the Lessee must bear all expenses.

12 - The Lessee is responsible for maintaining the vehicle and its equipment throughout the rental period, and must check the oil, fuel, water and tire pressure levels. He must keep the vehicle properly closed and locked outside of use and not leave objects that could be stolen or damaged in the vehicle. Repairs or interventions on the vehicle may only be carried out by companies contracted by the Lessor.

13 - The rental ends on the day and time established in this rental agreement. If the Lessee wishes to extend the rental period, he must contact the Lessor to update their rental agreement up to 12 hours before it ends. The Lessor reserves the right not to extend the agreement. If there is no such consent, it is considered that the vehicle starts to circulate without authorization and against the will of its owner, the fact being punished by law and the responsibility of the driver, with a non-compliance fee of €100 being applied, in addition to the daily rental and insurance costs.

14 - If the Lessee violates the Rental Agreement, the Lessor may terminate it immediately and without prior notice and recover the vehicle at any facility or location, with the Lessee being responsible and must indemnify the Lessor against all expenses, actions, complaints, consequential or recurring costs and damages of this same recovery and withdrawal. The Lessee will be responsible and liable for:

- Fines, penalties and all infractions inherent to the use and driving of the vehicle, as well as the respective legal expenses and charges for identifying drivers and/or processing cases in accordance with current legislation;
- All costs arising from repairs, as well as damage caused to the vehicle by the Lessee, due to dangerous or negligent driving, driving in violation of any rule of



the Traffic Laws, namely driving at excessive speed, driving under the influence of alcohol, narcotics or other substances that affect driving.

- All judicial and extrajudicial expenses, fines and other pecuniary sanctions, of any nature, arising from the violation of any rule attributable to the Lessee or the vehicle, while in possession of the same, unless this is the fault of the Lessor;

15 - The Lessor is not responsible for loss or material damage caused to personal property transported or left in the vehicle, either during the rental period or after it.

16 - This rental agreement is made and signed in accordance with the laws of Portugal and is governed by them. Both parties hereby agree that the Judicial Court of the District of Funchal will be competent to resolve any dispute arising from this contract. In the event of a dispute, the consumer can appeal to the consumer dispute arbitration center in the Autonomous Region of Madeira. The Lessee can submit their complaint at <https://www.livroreclamacoes.pt>.

17 - The Lessee declares that he/she authorizes the Lessor to collect, process and store his/her personal data, namely name, civil identification number, tax identification number, passport and driving license details. The data will be used for as long as necessary to complete the contracted service and will remain on file for the purpose of complying with legal obligations and for pursuing the company's legitimate interests. The data will never be shared. In case of breach of this contract by the Lessee, their personal data may be communicated or revealed to third parties to the extent necessary to recover losses related to the breach.