

CARWIZ Spain Rental Terms and Conditions

SSC365 ALQUILAR UN COCHE, S.L. trading as CARWIZ

1. Parties

This document is an agreement made between SSC365 ALQUILAR UN COCHE, S.L., trading as CARWIZ, as the owner and rental company (CARWIZ), and the Hirer whose particulars are entered on the front of the Rental Agreement (Hirer). This Agreement consists of the front of the Rental Agreement and the terms and conditions contained below.

Company details for notices and claims: SSC365 ALQUILAR UN COCHE, S.L.; CIF B56570963; registered and fiscal office Avenida Maisonnave 41, 3º, 03004 Alicante, Spain; office hours 08:00 to 22:00 Monday to Sunday; email office@CARWIZ.es; telephone +34 682 852 581.

2. Vehicle Description

CARWIZ will let and the Hirer will take on hire the vehicle detailed on the Rental Agreement. Any vehicle provided under this Agreement is referred to as the vehicle. A reservation confirms only the vehicle group/category/SIPP code and does not guarantee a specific model, brand, fuel type, colour, engine type or equipment. If the reserved category is unavailable, CARWIZ may provide an equivalent or higher category vehicle at no additional rental charge.

3. Authorised Drivers

The vehicle may be driven during the period of hire only by the Hirer and by any additional driver expressly named in the Rental Agreement and accepted by CARWIZ. Each driver must present original physical identification/passport and an original valid driving licence; copies, scans, screenshots, digital PDFs and virtual credentials are not accepted.

Each driver must have held a valid driving licence for at least 2 years. Licences not printed in the Latin alphabet must be accompanied by a valid International Driving Permit and the original national licence. EU/EEA and Swiss licences are accepted if valid. Non-EU/EEA licences must be in Spanish or accompanied by an official translation or IDP and are valid for a maximum period of six (6) months from the date the holder acquires normal residence in Spain, after which they lose validity for driving in Spain unless exchanged or otherwise accepted under Spanish law.

The minimum rental age is 18 years. Drivers aged 18 to 24 inclusive are subject to a Young Driver Fee of 10.00 EUR per day, capped at 100.00 EUR per rental. The standard maximum driver age is 75 years; drivers over 75 require prior written manager approval and are subject to a Senior Driver Fee of 10.00 EUR per day.

4. Terms of the Hire and Vehicle Charges

CARWIZ agrees to provide, and the Hirer agrees to purchase, the car rental services described on the Rental Agreement together with any mandatory or optional charges accepted at the counter or online. The hire terminates when the vehicle and keys are returned to the rental location and accepted by CARWIZ.

Any unauthorised late return after a courtesy period of 59 minutes attracts a 50.00 EUR late return fee plus the cost of an additional rental day at the applicable public daily rate, taxes and surcharges. Vehicle hire charges are non-refundable and non-transferable. Early return, cancellation, voiding of the agreement or unused rental time gives no right to a refund or credit. A no-show, including failure to present required documents or a valid accepted physical credit card for the security deposit, may be charged at 100% of the reservation amount.

Collection or return outside standard office hours (08:00-22:00) or during official Spanish national holiday periods requires prior confirmation and is charged at 50.00 EUR per operation.

5. Other Products and Services

CARWIZ may arrange, and the Hirer agrees to purchase where selected or required, additional products and services detailed on the Rental Agreement, including additional drivers, baby seats, child seats/boosters, Roadside Assistance Cover, WUG tyres and glass cover, Smart Cover (CDW+), Premium Cover (SCDW) and authorised cross-border travel.

Additional driver fee: 11.00 EUR per day, capped at 150.00 EUR per rental, up to 3 additional drivers. Baby seat 0-13kg: 10.00 EUR per day, capped at 100.00 EUR per rental. Child seat/booster 15-36kg: 8.00 EUR per day, capped at 80.00 EUR per rental. Availability is subject to stock.

6. Total Charges for Vehicle Hire and Other Products and Services (Including VAT):

The Hirer is responsible for all rental charges, optional products, supplements, deposits, damage charges, administration fees, penalties, fuel charges, cleaning charges, traffic/toll charges, taxes and any other amounts arising under this Agreement. All amounts stated in this Agreement are VAT included unless expressly stated otherwise.

The Hirer is responsible for the correct fitting and use of accessories supplied. Lost, stolen or damaged accessories are charged at actual replacement cost plus any handling, delivery, recovery or loss-of-use costs. The Hirer authorises CARWIZ to charge the payment card and/or claim against the security deposit for all actual or consequential liability arising out of the Rental Agreement.

7. Acceptance of Rental Terms & Conditions

The Hirer agrees to be bound by all terms and conditions of hire. Signature of the Rental Agreement confirms full acceptance of these terms, the selected coverages, the applicable excess, the security deposit and the schedule of charges. The Hirer acknowledges that he or she is liable for any excess, damage, loss, fee or charge due under this Agreement irrespective of fault where the Agreement so provides.

The primary Hirer must present an original physical Visa or Mastercard credit card in their own name, valid for at least 4 months, for the security deposit. American Express, prepaid cards, virtual cards, gift cards, third-party corporate cards and mobile wallet payments are not accepted for the deposit. Debit cards may be accepted only for settlement of rental charges and not for deposit blocking.

8. Use of the Vehicle

8.1 The Hirer must not use or allow the vehicle to be used for passenger transport for hire or reward, vehicle-for-hire services, subletting, driving lessons, racing, rallies, speed tests, contests, towing or pushing another vehicle, or any commercial or unlawful use unless expressly authorised by CARWIZ in writing.

8.2 The Hirer must not allow the vehicle to be driven by an unauthorised driver, by

any person without the required licence, or by any person under the influence of alcohol, narcotics, drugs, fatigue or any condition affecting safe driving. The vehicle must not be used in breach of road traffic law, safety law, loading limits, seat belt/child restraint requirements or any other applicable law.

8.3 The Hirer shall ensure that all reasonable care is taken when driving, parking and securing the vehicle; the vehicle is locked when not in use; no person interferes with the engine, transmission, braking, suspension, electronics or telemetry systems; and smoking is not permitted inside the vehicle.

8.4 The vehicle must be used only on paved and legally authorised public roads. Off-road use, dirt tracks, forest paths, sand, beaches, unpaved roads and similar surfaces are prohibited. Breach of this rule attracts a 200.00 EUR fee, cancellation of coverages and full liability for all damage and recovery costs.

8.5 Cross-border use is allowed only with prior express written authorisation from CARWIZ and only to Portugal, France, Andorra and Gibraltar. Any other country, ferry, ship, island or inter-island travel, including Formentera unless expressly authorised in writing, is prohibited. The authorised cross-border supplement is 150.00 EUR per rental. Unauthorised ferry/inter-island use may be charged at 500.00 EUR and cancels coverages.

8.6 Reckless driving or serious/repeated speeding recorded by telematics may result in a 250.00 EUR charge, immediate termination of the Agreement, repossession of the vehicle and withdrawal of coverages. A physical copy of this Agreement must be kept in the vehicle throughout the hire and produced to enforcement officers on demand.

9. Petrol and Other Fuel

9.1 Unless agreed otherwise, the fuel policy is full-to-full. The vehicle is delivered with a full fuel tank and must be returned with a full fuel tank. If the tank is not full on return, the Hirer must pay the cost of missing fuel plus a 35.00 EUR refuelling service fee.

9.2 The Hirer is absolutely liable for incorrect refuelling, fuel contamination and any related towing, workshop, filter, cleaning, recovery and loss-of-use costs. All coverages are void in relation to damage or loss arising from wrong fuel or contaminated fluids.

9.3 For vehicles equipped with AdBlue, CARWIZ delivers the vehicle with a correct level of additive. The Hirer must notify CARWIZ immediately if an AdBlue warning appears and must follow CARWIZ instructions. Failure to do so makes the Hirer liable for resulting damage and immobilisation costs.

10. Activation of Warning Lights, Breakdown and Mechanical Repairs

10.1 If any warning light is activated or if the vehicle requires mechanical attention, the driver must stop driving as soon as safely possible and contact CARWIZ or the roadside assistance provider authorised by CARWIZ.

10.2 The Hirer shall not arrange or undertake repairs, salvage, towing or roadside services without CARWIZ prior written authority except where strictly necessary to prevent further damage to the vehicle or other property. Charges from unauthorised roadside assistance providers will be accepted only in cases of absolute urgency, must relate to official brand workshops where applicable, and require prior written authorisation wherever possible.

10.3 Roadside assistance may be charged depending on the selected protection. Roadside Assistance Cover costs 12.00 EUR per day capped at 96.00 EUR per rental. If a mechanical failure is not attributable to negligence, misuse or breach by the Hirer, the Hirer will not be charged for roadside assistance related to that inherent failure.

11. Accidents

11.1 In the event of any accident, collision, impact, vandalism, theft, damage or incident, the Hirer shall notify CARWIZ within 2 hours of the event or discovery of damage, request attendance of the Local Police or Guardia Civil in any incident regardless of severity, and record full details of all parties, witnesses, vehicles, insurers and policy numbers involved.

11.2 The driver must complete the European Accident Statement / Friendly Accident Report with all available details and signatures. Failure to complete or provide the required accident report may result in a 150.00 EUR charge and loss of excess reductions or coverages.

11.3 The Hirer must not admit liability, settle claims, arrange repairs or salvage without CARWIZ prior authority except to the extent necessary to prevent further damage. If an accident renders the vehicle unfit to drive, any replacement vehicle and any transfer of coverages are at CARWIZ sole discretion and no refund is due for unused rental time.

12. Insurance

12.1 Subject to exclusions and the selected protection, the Hirer and authorised drivers may benefit from damage and theft protection for the vehicle and third-party liability protection as provided by applicable law, insurer terms and the Rental Agreement.

12.2 Basic CDW/TP is included in the basic rental rate and leaves the Hirer liable up to the applicable excess, generally from 900.00 EUR to 3,200.00 EUR depending on vehicle group, with the required deposit generally from 1,000.00 EUR to 3,200.00 EUR. Smart Cover (CDW+) partially reduces the excess, generally to 450.00 EUR to 1,700.00 EUR, with the required deposit generally from 550.00 EUR to 1,700.00 EUR, and costs approximately 20.00 EUR to 45.00 EUR per day depending on group, with a minimum billing of 2 rental days.

12.3 Premium Cover (SCDW) reduces the bodywork/paint/sheet metal damage excess to 0.00 EUR, reduces the required deposit generally to 200.00 EUR to 600.00 EUR, and includes WUG tyres and glass cover and complete roadside assistance. The daily price is generally 40.00 EUR to 65.00 EUR per day depending on group, with a minimum billing of 2 rental days. WUG alone covers tyres and glass only, does not modify the base excess or required security deposit, and costs approximately 15.00 EUR to 40.00 EUR per day depending on group.

13. Hirer's Liability for Damage

13.1 The Hirer is liable for damage, loss, theft, third-party damage, towing and recovery, loss of use, immobilisation, administration fees and associated costs up to the applicable excess, and without limit where coverages are excluded or void. Damage includes bodywork, paint, glass, tyres, wheels, roof, undercarriage,

interior, keys, accessories, equipment, vandalism, theft, fire, towing, recovery and consequential loss.

13.2 The Hirer's liability applies separately to each accident, loss or incident, not once per rental. Damage administrative handling fee: 75.00 EUR per damage case. Vehicle technical immobilisation/loss of use: 250.00 EUR where applicable. Towing crane service activation without roadside insurance: 390.00 EUR base call-out cost plus distance or additional costs where applicable.

13.3 Lost, damaged or structurally broken vehicle keys: 250.00 EUR plus actual programming, replacement, delivery, vehicle recovery and related costs.

14. Collision Damage Waiver

14.1 CDW/TP, CDW+, SCDW, WUG and Roadside Assistance Cover reduce or manage liability only to the extent expressly stated in the Rental Agreement and these terms. They do not cover excluded events, negligence, breach of the Agreement or charges expressly excluded from cover.

14.2 No cover or excess reduction applies to negligence, wrong fuel, lost or damaged keys, vehicle interior damage, roof or undercarriage damage, off-road use, driving under the influence of alcohol or drugs, unauthorised drivers, unauthorised cross-border/ferry/island use, fines, administration fees, customer-fault towing or recovery, damage not reported according to police and CARWIZ procedures, or any breach of this Agreement.

14.3 If a replacement vehicle is supplied, coverages apply to the replacement vehicle only if confirmed by CARWIZ and may be subject to different excess, deposit or availability conditions.

15. Hirer's Liability for Cleaning Charges

15.1 If the vehicle is returned excessively dirty or requiring extraordinary cleaning, deodorising or specialised treatment, the Hirer is liable for the full cost of cleaning, repair and any consequent loss of use. Excessive dirtiness fee: 150.00 EUR. Seat/upholstery specialised stain treatment: 60.00 EUR per affected seat or area. Pet hair/pet cleaning: 120.00 EUR. Non-smoking policy infraction: 300.00 EUR.

15.2 Extraordinary cleaning includes, without limitation, heavy sand, mud, internal stains, animal dirt or hair, smoke smell, ash or residue, spillage of drinks, milk, oil, paint or other fluids, perishable food, fish smells, vomit and any odour or contamination beyond normal wear and tear.

16. GPS DEVICES & OTHER ACCESSORY ITEMS

16.1 The vehicle may be equipped with GPS, telemetry, satellite positioning, on-board diagnostics (OBD) and related systems. These systems may collect location, speed, sudden acceleration, fuel level, mileage, diagnostic and security data for fleet security, contract performance, theft prevention, operational control, damage investigation and legal compliance.

16.2 The Hirer must not remove, disable, tamper with or interfere with any GPS, telemetry, OBD, accessory, safety equipment, documentation, reflective vest, warning triangle, child seat or other item supplied with the vehicle. Loss, damage, non-return or tampering is charged at actual replacement, repair, handling, recovery and loss-of-use cost.

17. Petrol and Administration Charges

17.1 The Hirer is personally and exclusively responsible for traffic fines, speeding infringements, parking sanctions, unpaid tolls, regulatory offences and related charges incurred during the hire. CARWIZ may identify the Hirer to the relevant authority and charge an administration fee of 50.00 EUR for each sanction or notice processed.

17.2 Refuelling service fee for lack of fuel: 35.00 EUR plus missing fuel. Wrong fuel/fuel contamination: actual cost. Omission or defect in reporting accident/friendly statement: 150.00 EUR. Prohibited off-road circulation: 200.00 EUR. Serious speeding/reckless driving via telemetry: 250.00 EUR.

18. Return of the Vehicle and Termination of the Hire

18.1 The Hirer shall, at or before the expiry of the term of hire, return the vehicle, keys, documents and accessories to the location specified in the Rental Agreement or obtain CARWIZ consent to continuation of the hire. Changes to return date, time or branch are subject to availability and may not be possible.

18.2 If the vehicle is returned to a different office without prior consent, a 200.00 EUR unauthorised one-way fee may be charged plus crane recovery or other actual costs where applicable.

18.3 CARWIZ may terminate the Agreement and repossess the vehicle at any time, without refund, where the Hirer breaches a material term, obtains the vehicle by fraud or misrepresentation, payment is in arrears, the vehicle appears abandoned, the vehicle is not returned on time, the vehicle is damaged, CARWIZ reasonably considers the vehicle endangered, or authorities recommend termination in the interests of road safety. The Hirer must pay reasonable repossession, towing and recovery costs.

19. Calculation of Charges

19.1 Rental days are calculated by consecutive 24-hour periods, beginning at the earlier of the booked start time or actual start time and ending at the later of the booked finish time or actual finish time. A late return is charged after the 59-minute courtesy period as described in clause 4.

19.2 Extensions authorised by CARWIZ are charged at the rate confirmed by CARWIZ. All transactions under this Agreement are calculated in euros. The Hirer is responsible for exchange rate differences, bank charges, card fees and any variance between amounts charged and amounts refunded by card issuers or banks.

19.3 If a voucher, broker, agent or intermediary fails to pay CARWIZ for the rental within the required time, the Hirer remains responsible for the full cost of the hire and agrees that CARWIZ may charge the Hirer payment card or security deposit. The Hirer recourse, if any, is against the agent or intermediary.

20. Release and Indemnity of the CARWIZ

20.1 To the maximum extent permitted by law, the Hirer releases CARWIZ and its employees, representatives and agents from liability for loss or damage incurred by reason of rental, possession or use of the vehicle, except where caused by CARWIZ negligence or where liability cannot legally be excluded.

20.2 The Hirer indemnifies and shall keep indemnified CARWIZ and its employees, representatives and agents against claims, demands, expenses, legal costs, damages, losses, fines and liabilities incurred by reason of the Hirer use, possession, custody or breach of the Agreement. This indemnity shall not operate to indemnify CARWIZ for its own negligent act where such indemnity is not permitted by law.

21. Personal Injury, Personal Property and Storage of Property

21.1 CARWIZ recommends that all persons travelling take out appropriate personal travel, accident, medical and personal effects insurance. CARWIZ does not accept liability for personal injury, loss of or damage to personal property, or property belonging to any other person carried in or stored with the vehicle, except where liability cannot legally be excluded.

21.2 Any property left in the vehicle or with CARWIZ is at the owner risk. CARWIZ may handle found property according to its internal procedures and applicable law but accepts no liability for loss or damage except where legally required.

22. Claims Against Third Parties

22.1 CARWIZ is not responsible for pursuing claims the Hirer may have against third parties for damage, loss, excess paid, charges paid or other costs. CARWIZ may provide an invoice for amounts paid by the Hirer to CARWIZ.

22.2 If the Hirer has separate insurance, credit card cover or third-party cover for any liability or amount due, the Hirer must pay CARWIZ directly when due and pursue reimbursement from that insurer or third party. CARWIZ is not responsible for providing alternate repair quotes, police reports, photographs or other claim documentation beyond what CARWIZ decides to provide or is legally required to provide.

23. Privacy and Data Protection

23.1 Personal information requested from the Hirer and authorised drivers is required to assess and administer the hire, provide rental and related services, verify identity and driving entitlement, process payments and deposits, manage fines and tolls, protect vehicles, prevent fraud, handle accidents and claims, recover debts, improve customer service and comply with law.

23.2 CARWIZ may collect, hold, use and disclose personal information, including telemetry and geolocation data, to insurers, roadside assistance providers, repairers, debt collection agencies, law enforcement authorities, traffic and parking authorities, toll operators, fuel stations, brokers, agents, payment providers, other rental companies where relevant, and other parties involved in accidents or claims, where necessary for the purposes above or as required by law.

23.3 This Agreement is governed by the laws of Spain. Any dispute shall be submitted to the competent courts and tribunals of Alicante, Spain, except where mandatory consumer law provides otherwise. No amendment to this Agreement is valid unless made in writing and signed or accepted by CARWIZ.