

## ***CENTAURO RENT A CAR CONDITIONS***

The following information only refers to locations ([view locations here](#)) and for reservations made directly with Centauro Rent a Car (in the case of reservations made using third parties, other conditions may be applicable).

- [General Conditions of Hire \(all countries\)](#)
- [General Terms & Conditions for self-drive hire cars for SPAIN](#)
- [General Terms & Conditions for self-drive hire cars for PORTUGAL](#)
- [General Terms & Conditions for self-drive hire cars for ITALY](#)
- [General Terms & Conditions for self-drive hire cars for GREECE](#)

## ***GENERAL CONDITIONS OF HIRE***

### ***(all countries)***

#### ***1. Our prices include***

- Unlimited mileage \*(except for cargo vans and for reservations between 30 & 60 days inclusive)
- Applicable local taxes (VAT)
- Compulsory insurance with excess
- Replacement car in case of accident
- Free cancellation of the reservation up to 24hrs before the scheduled time of pick up
- Airport service charge
- Emergency Contact service

#### ***2. Our prices do not include***

- Petrol
- Optional Smart Cover
- Optional Extras: charged for the whole rental period

#### ***3. Mandatory insurance***

CENTAURO has insurance coverage from major recognized insurance companies, covering civil liability of the driver(s), for personal and material damages to third parties due to the use of the vehicle.

Said insurance also covers up to a limited amount for personal injuries (death, total and partial disability and health care expenses) to the authorized driver(s). (Valid only for Spain, Portugal and Greece).

The cover limits are, at least, those mandatory from time to time under current applicable law.

For more information, see the Terms and Conditions of the contract.

A deposit of 1.100€ - 2.600€ is required (depending on the type of car) to cover the amount of the excess. Prices are as follows:

## Spain

| <b>Vehicle Group</b>  | <b>Damage &amp; Theft Excess</b> | <b>Deposit</b> |
|---|----------------------------------|----------------|
| A,A1,B,D,B2,BE,BEC,D2   | 1.200 €                          | 1.200 €        |
| C,C1,CC,CE,E,F1,E1,E2,E2C,E2E,E3,<br>P2,S1,S1A  | 1.500 €                          | 1.500 €        |
| F2,F3,F4,F4A,F4C,F5   | 1.700 €                          | 1.700 €        |
| G1,G2,G3,G4,P1,P3,F6,F7,H,I,S2,S2A,S3,<br>S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH,S6,<br>S6A,S7,S7A | 2.000 €                          | 2.000 €        |
| C2,S8,S8A,S9,S9A,S10  | 2.200 €                          | 2.200 €        |
| L0,L1,L2,L3,M1  | 1.500 €                          | 1.500 €        |

## Portugal

| <b>Vehicle Group</b>   | <b>Damage &amp; Theft Excess</b> | <b>Deposit</b> |
|--|----------------------------------|----------------|
| A,A1,B,D,B2,BE,BEC,D2  | 1.200 €                          | 1.200 €        |
| C,C1,CC,CE,E,F1,E1,E2,E2C,E2E,E3,<br>P2,S1,S1A   | 1.400 €                          | 1.400 €        |
| F2,F3,F4,F4A,F4C,F5  | 1.600 €                          | 1.600 €        |
| G1,G2,G3,G4, P1,P3,F6,F7,H,I,S2,S2A,S3,<br>S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH,S6,<br>S6A,S7,S7A | 1.800 €                          | 1.800 €        |
| C2,S8,S8A,S9,S9A,S10   | 1.900 €                          | 1.900 €        |

## Greece

| Vehicle Group   | Damage & Theft Excess | Deposit |
|---|-----------------------|---------|
| A,A1,B,D,B2,BE,BEC,D2   | 1.100 €               | 1.100 € |
| C,C1,CC,CE,E,F1,E1,E2,E2C,E2E,E3,P2,S1,S1A  | 1.400 €               | 1.400 € |
| F2,F3,F4,F4A,F4C,F5   | 1.500 €               | 1.500 € |
| G1,G2,G3,G4,P1,P3,F6,F7,H,I,S2,S2A,S3,S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH,S6,S6A,S7,S7A | 1.700 €               | 1.700 € |
| C2,S8,S8A,S9,S9A,S10  | 1.800 €               | 1.800 € |

## Italy

| Vehicle Group   | Damage Excess | Theft Excess | Deposit |
|---|---------------|--------------|---------|
| A,A1,B,D,B2,BE,BEC,D2   | 1.500 €       | 1.650 €      | 990 €   |
| C,C1,CC,CE,E,F1,E1,E2,E2C,E2E,E3,P2,S1,S1A                            | 1.800 €       | 1.900 €      | 1.300 € |
| F2,F3,F4,F4A,F4C,F5   | 2.200 €       | 2.300 €      | 1.500 € |
| G1,G2,G3,G4,P3,F6,F7,P1,H,I,S2,S2A,S3,S3A,S4,S4A,S4AH,S5A,S5AH,S7,S7A | 2.500 €       | 2.600 €      | 1.700 € |
| C2,S8,S8A,S9,S9A,S10  | 2.600 €       | 2.700 €      | 1.800 € |

In case of accident or damage to the vehicle, the CLIENT will be charged up to the amount of the excess. If the vehicle is stolen, the CLIENT will be charged up to the amount of the theft excess indicated in the previous table.

**Avoid the deductible and the deposit by adding our Smart cover to your reservation.**

You may be required to provide proof of a return travel ticket or pay a deposit on your credit card for the excess amount applicable to your vehicle regardless of the package you have chosen for your rental.

#### **4. The Smart cover includes**

For a minimum charge, our Smart cover allows you to travel worry free and not having to pay anything in case of an accident.

It is not necessary to pay any deposit or worry about any excess if you add our Smart cover

You may be required to provide proof of a return travel ticket or pay a deposit on your credit card for the excess amount applicable to your vehicle regardless of the package you have chosen for your rental.

Price of our Smart cover at the Centauro Rent a Car office:

#### **Spain**

| <b>Vehicle Group</b>   | <b>Price 1 day</b> | <b>Price 2-days (price per day)</b> | <b>Price 3-days (price per day)</b> | <b>Price 4-days (price per day)</b> |
|--|--------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| A,A1,B,D,B2,BE,BEC,D2  | 45 €               | 29 €                                | 28 €                                | 27 €                                |
| C,C1,CE,CC,E,F1,E1,E2,E2E,E2C, E3,P2,S1,S1A                  | 47 €               | 31 €                                | 30 €                                | 29 €                                |
| G1,G2,G3,G4,P3,F6,F7,P1 F2,F3,F4,F4A,F4AH, F4AE, F4C, F5     | 49 €               | 32 €                                | 31 €                                | 30 €                                |
| H,I,S2,S2A,S3,S3A,S4, S4A,S4H,S4AH,S5,S5A,S5AH S6,S6A,S7,S7A | 55 €               | 42 €                                | 41 €                                | 40 €                                |
| C2,S8,S8A,S9,S9A,S10   | 74 €               | 62 €                                | 61 €                                | 60 €                                |

## Spain

| <b>Vehicle Group</b>                                    | <b>Price 5-days (price per day)</b> | <b>Price 6-12 days (Price per day)</b> | <b>Total price 13-29 days</b> | <b>Deposit</b> |
|---|-------------------------------------|--|-------------------------------|----------------|
| A,A1,B,D,B2,BE,BEC,D2,                                  | 26,50 €                             | 26 €                                   | 300 €                         | 0 €            |
| C,C1,CE,CC,E,F1,E1,E2,E2E,E2C,E3,P2,S1,S1A              | 28 €                                | 27 €                                   | 312 €                         | 0 €            |
| G1,G2,G3,G4,P3,F6,F7,P1 F2,F3,F4,F4A,F4AH,F4AE, F4C, F5 | 29 €                                | 28 €                                   | 324 €                         | 0 €            |
| H,I,S2,S2A,S3,S3A,S4A,S4H,S4AH,S5A,S5AH,S7S7A           | 39 €                                | 38 €                                   | 444 €                         | 0 €            |
| C2,S8,S8A,S9,S9A,S10                                    | 59 €                                | 58 €                                   | 684 €                         | 0 €            |

| <b>Vehicle Group</b> | <b>Price 1 day</b> | <b>Price 2-12 days (Price per day)</b> | <b>Deposit</b> |
|----------------------|--------------------|--|----------------|
| L0,L1,L2,L3,M1       | 35 €               | 30 € / day                             | 0 €            |

## Portugal

| <b>Vehicle Group</b>   | <b>Price 1 day</b> | <b>Price 2-days (price per day)</b> | <b>Price 3-days (price per day)</b> | <b>Price 4-days (price per day)</b> |
|--|--------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| A,A1,B,D,B2,BE,BEC,D2  | 46 €               | 29 €                                | 28 €                                | 27 €                                |
| C,C1,CE,CC,E,F1,E1,E2,E2E,E2C,E3,P2,S1,S1A                         | 53 €               | 32 €                                | 30 €                                | 29 €                                |
| G1,G2,G3,G4,P3,F6,F7,P1<br>F2,F3,F4,F4A,F4AH,<br>F4AE, F4C, F5     | 58 €               | 35 €                                | 31 €                                | 30 €                                |
| H,I,S2,S2A,S3,S3A,S4,<br>S4A,S4H,S4AH,S5,S5A,S5AH<br>S6,S6A,S7,S7A | 74 €               | 43 €                                | 41 €                                | 40 €                                |
| C2,S8,S8A,S9,S9A,S10   | 77 €               | 62 €                                | 61 €                                | 60 €                                |

| <b>Vehicle Group</b>   | <b>Price 5-days (price per day)</b> | <b>Price 6-12 days (Price per day)</b> | <b>Total price 13-29 days</b> | <b>Deposit</b> |
|--|-------------------------------------|--|-------------------------------|----------------|
| A,A1,B,D,B2,BE,BEC,D2  | 26,50 €                             | 26 €                                   | 288 €                         | 0 €            |
| C,C1,CE,CC,E,F1,E1,E2,E2E,E2C,E3,P2,S1,S1A                         | 28 €                                | 29 €                                   | 324 €                         | 0 €            |
| G1,G2,G3,G4,P3,F6,F7,P1<br>F2,F3,F4,F4A,F4AH,<br>F4AE, F4C, F5     | 29 €                                | 33 €                                   | 372 €                         | 0 €            |
| H,I,S2,S2A,S3,S3A,S4,<br>S4A,S4H,S4AH,S5,S5A,S5AH<br>S6,S6A,S7,S7A | 38 €                                | 39 €                                   | 444 €                         | 0 €            |
| C2,S8,S8A,S9,S9A,S10   | 59 €                                | 57 €                                   | 660 €                         | 0 €            |

## Greece

| <b>Grupo de Vehículo</b>                                    | <b>Precio 1 día</b> | <b>Precio 2-12 días (precio por día)</b> | <b>Precio total 13-29 días</b> | <b>Depósito</b> |
|---|---------------------|--|--------------------------------|-----------------|
| A,A1,B,D,B2,BE,BEC,D2                                       | 42 €                | 27 €                                     | 300 €                          | 0 €             |
| C,C1,CE,CC,E,F1,E1,E2,E2E,E2C,E3,P2,S1,S1A                  | 44 €                | 29 €                                     | 312 €                          | 0 €             |
| G1,G2,G3,G4,P3,F6,F7,P1 F2,F3,F4,F4A,F4AH,F4AE, F4C, F5     | 46 €                | 30 €                                     | 324 €                          | 0 €             |
| H,I,S2,S2A,S3,S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH,S6,S6A,S7,S7A | 52 €                | 34 €                                     | 444 €                          | 0 €             |
| C2,S8,S8A,S9,S9A,S10  | 72 €                | 59 €                                     | 684 €                          | 0 €             |

## Italy

| <b>Grupo de Vehículo</b>                                    | <b>Precio 1 día</b> | <b>Precio 2 días (precio por día)</b> | <b>Precio 3 días (precio por día)</b> | <b>Precio 4 días (precio por día)</b> |
|---|---------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| A,A1,B,D,B2,BE,BEC,D2                                       | 49 €                | 33 €                                  | 32,50 €                               | 31 €                                  |
| C,C1,CE,CC,E,F1,E1,E2,E2E,E2C,E3,P2,S1,S1A                  | 51 €                | 35 €                                  | 34 €                                  | 33,50 €                               |
| G1,G2,G3,G4,P3,F6,F7,P1 F2,F3,F4,F4A,F4AH,F4AE, F4C, F5     | 55 €                | 39 €                                  | 37 €                                  | 36 €                                  |
| H,I,S2,S2A,S3,S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH,S6,S6A,S7,S7A | 62 €                | 45 €                                  | 43 €                                  | 42 €                                  |
| C2,S8,S8A,S9,S9A,S10  | 74 €                | 62 €                                  | 60 €                                  | 59 €                                  |

| <b>Grupo de Vehículo</b>                                 | <b>Precio 5 días (precio por día)</b> | <b>Precio 6-12 días (precio por día)</b> | <b>Precio total 13-29 días</b> | <b>Depósito</b> |
|--|---------------------------------------|--|--------------------------------|-----------------|
| A,A1,B,D,B2,BE,BEC,D2,                                   | 30 €                                  | 29€                                      | 312 €                          | 0 €             |
| C,C1,CE,CC,E,F1,E1,E2,E2E,E2C,E3,P2,S1,S1A               | 33 €                                  | 32 €                                     | 348 €                          | 0 €             |
| G1,G2,G3,G4,P3,F6,F7,P1 F2,F3,F4,F4A,F4AH, F4AE, F4C, F5 | 35 €                                  | 34 €                                     | 372 €                          | 0 €             |
| H,I,S2,S2A,S3,S3A,S4A,S4H,S4AH,S5A,S5AH,S7 S7A           | 41 €                                  | 40 €                                     | 444 €                          | 0 €             |
| C2,S8,S8A,S9,S9A,S10                                     | 58 €                                  | 57 €                                     | 660 €                          | 0 €             |

In Italy the theft excess does not apply if you buy the Smart cover, except if you travel to Campania, where the excess is reduced to the amounts in the following table:

| <b>Vehicle group</b>   | <b>Reduced Theft Excess</b> |
|--|-----------------------------|
| A, A1, B, D, B2 ,BE, BEC, D2   | 200€                        |
| C,C1,CE,CC,E,F1,E1,E2E2E,E2C,E3,F2, F3,F4,F4A,F4AH,F4AE,F4C,F5,P1,P2,S1,S1 A                                     | 300€                        |
| C2,G1,G2,G3,G4,P3,H,I,F6,F7,P1,H,I,S2,S2 A, S3,S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH, S6,S6A,S7,S7A, S8,S8A,S9,S9A,S10 | 400€                        |

If you do not buy the Smart cover, we will block 900€ - 2.300€ (depending on the car group and office) from your credit or debit card as a guarantee to cover the excess and any potential damage. This block on your card will be refunded at the end of the rental within a period of approximately 10 days.

It is forbidden to smoke inside of the vehicle.

See [Damage price list for Spain](#), [Damage price list for Portugal](#), [Damage price list for Greece](#) [Damage price list for Italy](#),

The Mandatory Insurance and the Smart cover will be valid for all our offices under the following conditions:

In the event of collision or damage to the vehicle, within the next 48 hours you must provide Centauro Rent a Car (whenever possible) a completed accident report (provided inside every vehicle) with full details of the third party and/or a police report, filed complaint or description of the events.

When driving to a different country, the Smart Pack is not valid in case of accident/damage or theft of the vehicle without the purchase of the obligatory Cross Border road assistance cover.

Vehicle Check In & Check Out.:

The delivery of the vehicle and its subsequent return will occur after our staff have made a full check, where any damages will be noted on the contract. If required, you can request a vehicle inspection with a member of staff.

### ***5. What is not included by any cover***

- Loss of child seats
  - Loss/Damage/Theft of keys, aerials, jack, safety triangles and vests, windscreen wipers, petrol cap, luggage covers, or any other fixed or mobile component of the vehicle, as well as the use of fire extinguishers or first aid kits other than in case of an accident with the vehicle.
  - Damage to the engine through negligence.
  - Theft of the vehicle with keys left in the ignition.
  - Fines for traffic offences or violations of the law during the rental period are the responsibility of the driver of the vehicle. In addition, in the event of receiving a fine, and for each fine notified, the amount of €40 will be charged as a penalty for fines in Spain, Portugal and Greece.
  - Refueling with the wrong type of petrol.
  - Loss/Damage/Theft of personal belongings.
  - Toll usage by THE CLIENT, as well as any amount derived from them (surcharges, etc.).
- ### **6. Booking Conditions**

- ***Number of bookings***

Only one booking per person per vehicle is allowed for the same rental conditions (dates, location, vehicle, etc.)

- ***Rental Period***

The rental dates are calculated in 24-hour periods. This is counted from the exact time the vehicle is reserved until the time the vehicle is returned with the key and relevant documents to Centauro Rent a Car.

The Rental contract can never be for a rental period of more than 60 days.

For contracts of 30 days or more: if you decide to terminate your Contract earlier during the hire period and before the original return date, no refunds will be given for any unused days.

Failure to return the vehicle on the date and time set out in the Contract authorizes Centauro Rent a Car to charge customers for any additional days the vehicle is used after it should have been returned plus a 50€ penalty per day.

- ***Car hire by hours***

Valid only for vehicles in the offered category.

The price of optional services will be subject to the charges listed in the reservation.

All vehicle rental offers are subject to availability.

If you do not return the vehicle at the agreed-upon time on the rental contract, an additional charge of €40 per hour will be applied.

- ***Cancelling or changing your booking***

Using our booking platform on the website, you can easily cancel your reservation without any charge up to 24hours before the scheduled

pick-up time of your booking. After this period, no refunds will be applicable.

At the time of cancelling the reservation, we provide a coupon with the amount of your reservation for use on future occasions. You can request a refund of the coupon if you do not wish to accept this promotion. The acceptance of the promotion will occur if you make full or partial use of the coupon, or do not request a refund within 3 months from the date of the cancellation of your reservation. The coupon amount will only be valid in the same booking country and will have a maximum duration of 2 years from the date of your acceptance.

On our website, you can view your reservation and add or change the extras, include the flight number, or pre-pay the reservation: <https://www.centauro.net/en/login/>

To modify any detail of your reservation, you will need to make a new booking with your new requirements. Please check the availability first before cancelling. If you have already made a prepayment on your initial booking, this amount will be refunded at the time of cancellation.

- ***Extensions***

The vehicle must be returned on the date and time to the office stated on the contract. If you need a vehicle for a longer period, you can do this via your customer area on our website with the applicable rate and extras for the new return dates and subject to availability. In the event that an extension cannot be made because no vehicles are available or for any other reason, then the vehicle must be returned on the agreed date and time to the Centauro Rent a Car office as stated on the contract. You may incur a penalty if the above is not carried out correctly.

- ***Collection Time Limit***

Centauro Rent a Car will only hold the car for a maximum of 12 hours, as long as they correspond to the relevant office opening hours and when previously notified of any delay for whatever reason.

## ***7. Guaranteed vehicle group***

When you book with Centauro Rent a Car, we guarantee the vehicle group requested not the brand or model shown. If the vehicle group requested is not available, Centauro Rent a Car will provide you with a vehicle belonging to a higher category group for the same price.

## ***8. Late pick-ups & in case of delay***

### Late pick-ups:

Our minibus is available during the office opening hours. If your flight is due to arrive before closure, you will need to contact us so that we can wait for you.

Night-time return at Porto Airport office: This service has an additional cost of €40 for returns between 23:01 and 06:59.

### Delayed flights:

If you have a confirmed reservation before 23.00 and your flight is delayed, then you must call the corresponding Centauro Rent a Car airport office so that we can ensure your pick-up and for the office to remain open. This will have a cost of 40€. This service can only be activated by phone and until 22:00. This service is available until 01.00 at all airport locations. (On the 24<sup>th</sup>, 25<sup>th</sup>, 31st December & 1<sup>st</sup> January for confirmed reservations before 22:00, this waiting service will be until 23:00).

At all Centauro Rent a Car locations if you are arriving on a flight, it is imperative that we have the correct flight number, or we will not be held responsible for non-collection at the airport.

### Delayed trains:

If you have a confirmed reservation before 23.00 and your train is delayed, then you must call the corresponding Centauro Rent a Car office so that we can ensure your pick-up and for the office to remain open. This will have a cost of 40€. This service is available until 01.00 at Seville Santa Justa, Malaga Maria Zambrano, Valencia Joaquin Sorolla, Alicante Train Station, Madrid Atocha, Madrid Chamartín, Santiago Train Station, Bilbao Abando, Zaragoza Delicias & Barcelona Sants (On the 24<sup>th</sup>, 25<sup>th</sup> December & 1<sup>st</sup> January on confirmed reservations, this waiting service will be available for 60 minutes).

Centauro Rent a Car will only hold the car for a maximum of 12 hours, as long as they correspond to the relevant office opening hours and when previously notified of any delay for whatever reason.

### **9. Free airport service**

Our service when you come to pick up your vehicle at the Centauro Rent a Car counter in the airport terminal is offered free of charge (Alicante), and we waive all airport service charges.

### **10. Parking**

If the car is left outside of the Centauro Rent a Car installations on drop off, customers will be responsible for any costs generated and for any damage to the vehicle due to it being parked outside of the Centauro Rent a Car installations.

### **11. Express Check In**

Avoid possible queues and use the Express Check-In desk at our offices (charge applicable).

### **12. Child seats**

Child seats as well as boosters are manufactured according to European safety standards and are available on request. Prices:

| <b>Country</b> | <b>Price per day</b> | <b>Maximum</b> |
|----------------|----------------------|----------------|
| Spain          | 15€                  | 120€           |
| Portugal       | 15€                  | 120€           |
| Greece         | 15€                  | 120€           |
| Italy          | 15€                  | 120€           |

Please make sure which kind of seat you require:

|                 |               |
|-----------------|---------------|
| Baby Seat (BS)  | 0-13 Kilos    |
| Child Seat (BP) | 9 a 25 Kilos  |
| Booster (BG)    | 16 a 36 Kilos |

For your child's safety, it is obligatory for children up to 12 years of age or with a height up to 135cms to use an approved safety device corresponding to the height and weight of the child and that this must be placed on the back seat of the car. Please note that whilst we can supply child seats, we cannot fit them for you. This is always your responsibility.

In Italy, the use of an ‘Anti-Abandonment’ child car seat alarm is obligatory. Our child seats will be provided with this device, so please remember that as well as the fitting of the child seat, the use of the alarm is also your responsibility.

### **13. Additional drivers**

The price for each additional driver is as follows:

| <b>Country</b> | <b>Price 1 day</b> | <b>Price 2 days (price per day)</b> | <b>Price 3-12 days (price per day)</b> | <b>Maximum Price</b> |
|----------------|--------------------|-------------------------------------|--|----------------------|
| Spain          | 23 €               | 15 €                                | 11 € / day                             | 108 €                |
| Portugal       | 23 €               | 15 €                                | 11 € / day                             | 108 €                |
| Greece         | 23 €               | 15 €                                | 11 € / day                             | 108 €                |
| Italy          | 25 €               | 16,50 €                             | 15 € / day                             | 132 €                |

### **14. Snow chains**

Only available in Madrid/Barcelona/Greece

| <b>Country</b>   | <b>Price 1 day</b> | <b>Price 2 days (price per day)</b> | <b>Price 3-12 days (price per day)</b> | <b>Maximum Price</b> |
|------------------|--------------------|-------------------------------------|--|----------------------|
| Spain/<br>Greece | 21 €               | 11 €                                | 8 € / day                              | 90 €                 |

**In Italy**, snow chains will be provided free of charge. Only some car group models will have winter tyres.

### **15. Delivery & Return Service**

Delivery service pick up: 40€

Return collection service: 40€

This service is only available at certain Centauro offices in Spain and only on certain car groups.

Waiting grace period for delivery and return: 15 minutes from the agreed time, after which you must pick up or drop off the vehicle at the nearest Centauro office at your own cost (the delivery pick up/return service charge is not refundable). Service subject to availability.

Cancellations are free of charge up to 2 hours before the reserved delivery time. If you cancel less than 2 hours before the delivery time then you will be charged the 40€ service charge.

### ***16. Via Verde transponder device***

When driving in Portugal, many roads have an electronic toll collection system. The non-payment of said tolls is classed as a traffic violation, provided for and sanctioned as an administrative offence, under the terms of Law No 25/2006 of 30 June.

Under the terms of current legislation, all vehicles rented by Centauro are equipped with a device that has an automatic toll payment system and is commonly known as the Via Verde transponder device, which cannot be removed from the vehicle or in any way replaced by the Client.

When renting a vehicle with Centauro, and in accordance with current legislation, the customer is enrolled in the electronic toll collection system, which allows, in case of use, the identification of the vehicle and the automatic charge of toll fees, as well as the administrative costs incurred by Centauro (€2.21 per rental day of the vehicle, up to a maximum of €22.14 per month per rental contract).

This way you can enjoy your trip in Portugal, hassle-free.

A charge of € 100 will be made from the debit or credit card as a deposit for the payment of toll fees and the respective administrative expenses incurred that, for any reason, cannot be charged to the credit or debit card given in accordance with the above. The deposit amount charged to your credit card will be refunded at the end of the rental and within a period of approximately 20 calendar days.

In case of damage, loss or theft of the Via Verde device, or if it is removed from the rental vehicle or replaced in any way, a fee of €40 will be charged.

If, for any reason, the car's passing through the electronic toll booths is not registered by the on-board equipment installed in the vehicle, Centauro will proceed to identify the driver of the vehicle after

receiving the notification from the competent authorities, being the Client responsible for the payment of the respective tolls and/or any expense related to any collection procedure or administrative infraction related to the non-payment of toll fees.

### ***17. Roadside assistance***

Our prices also include roadside assistance 24/7. **Any towing costs incurred are not included (possible charges will be made to you)** though we do provide, at no additional cost, a replacement car if necessary. In Portugal, towing costs are included in the price, except in cases of negligence of the CLIENT or any driver (among others, loss/damage of keys, refueling errors, missing fuel, damage to tyres, battery damage, etc.).

### ***18. Fuel/Electric Charge Conditions***

Applicable to Centauro Rent a Car offices:

#### **Full-Empty:**

With Centauro Rent a Car, you get a fast and easy vehicle return service. We provide the vehicle with a full or partially full fuel tank or electric charge, and you don't need to refuel or recharge it at the end of the rental. Use as much fuel or charge as you need without having to search for a gas station or charging point near the return office — faster and more convenient.

- Once the vehicle is returned, we will refund the amount of unused fuel or electric charge, based on the level with which the vehicle was delivered.
- The value of the fuel or electric charge varies depending on the vehicle model. The amount will be communicated at the time of vehicle pickup or during the digital reservation process, as the price depends on the official market rate.
- You will be required to pay for the fuel or electric charge at the beginning of the rental.
- The amount to be paid will correspond to the specific vehicle delivered.

#### **Full to Full Option:**

When you collect the vehicle, the tank will be full or partially full. The amount of fuel or electric charge present at pickup will be charged. Upon return, it is not necessary to refuel or recharge the vehicle, since you already paid for the fuel or charge at pickup. If there is any remaining fuel or electric charge in the vehicle upon return, a refund will be issued — up to the amount that was paid at the time of collection.

Fuel charges by group:

[Spain/Portugal/Italy/Greece](#)

### ***19. Driving license requirements***

All drivers must have been in possession of a full EU-valid driving license for a minimum of one year. The minimum age of the driver is 19. For drivers between the ages of 19 & 24 years, you can hire the vehicle by including the additional supplement. If you are 75 or over, then you will be required to select an additional supplement. This is an obligatory supplement regardless of the type of insurance contracted.

Only the following are considered valid driving licenses in Spain/Portugal/Greece/Italy:

- Those issued in accordance with current Spanish, Portuguese, Greek & Italian legislation
- Those issued by member states of the European Union in accordance with community regulations
- Those issued by other countries or those of an international nature that are effectively recognized as valid permissions to drive in Spain/Portugal/Greece/Italy.

Driving licenses in electronic format will be accepted (only official applications that are admitted in the country of collection of the vehicle).

Consequently, the drivers/payers/customers must be in possession of a valid driving license approved in the country of hire and are directly responsible for the validation and approval of the driving license, exempting Centauro Rent a Car from any responsibility under any circumstance.

Prices as follows:.

**Young Drivers (between the ages of 19 years to 24 years):**

**Spain, Portugal & Greece**

| <b>Vehicle Groups</b>  | <b>Price 1 day</b> | <b>Price 2 days (price per day)</b> | <b>Price 3-12 days (price per day)</b> | <b>Maximum Price</b> |
|--|--------------------|-------------------------------------|--|----------------------|
| A,A1,B,B2,BE,BEC,D2,C,C1,C2,CE,CC,E,F1,E1,E2,E2EE2C,E3,F2,F3,F4,F4A,F4AH,F4AE,F4C,F5,P2,S1,S1A       | 28 €               | 16,50 €                             | 13 € / day                             | 156 €                |
| G1,G2,G3,G4,P3,F6,F7,P1,H,I,S2,S2A,S3,S3A,S4S4A,S4H,S4AH,S5,S5A,S5AH,S6,S6A,S7,S7A,S8,S8A,S9,S9A,S10 | 32 €               | 18,50 €                             | 17 € / day                             | 204 €                |

**Italy**

| <b>Vehicle Groups</b>  | <b>Price 1 day</b> | <b>Price 2 days (price per day)</b> | <b>Price 3-12 days (price per day)</b> | <b>Maximum Price</b> |
|--|--------------------|-------------------------------------|--|----------------------|
| A,A1,B,B2,BE,BEC,D2,C,C1,C2,CE,CC,E,F1,E1,E2,E2EE2C,E3,F2,F3,F4,F4A,F4AH,F4AE,F4C,F5,P2,S1,S1A       | 30 €               | 17,50 €                             | 16 € / day                             | 192 €                |
| G1,G2,G3,G4,P3,F6,F7,P1,H,I,S2,S2A,S3,S3A,S4S4A,S4H,S4AH,S5,S5A,S5AH,S6,S6A,S7,S7A,S8,S8A,S9,S9A,S10 | 35 €               | 21 €                                | 20 € / day                             | 240 €                |

### Senior Driver (75 years or over):

| Country  | Price 1 day | Price 2 days (price per day) | Price 3-12 days (price per day) | Maximum Price |
|----------|-------------|------------------------------|---------------------------------|---------------|
| Spain    | 15 €        | 8,50 €                       | 7 € / day                       | 70 €          |
| Portugal | 15 €        | 8,50 €                       | 7 € / day                       | 70 €          |
| Greece   | 15 €        | 8,50 €                       | 7 € / day                       | 70 €          |
| Italy    | 15 €        | 8,50 €                       | 7 € / day                       | 70 €          |

## 20. Payment & Guarantee

Payment options:

- Pre-payment by credit or debit card. You can make your payment online when confirming your reservation via our secure webpage using your Visa / Visa Electron or MasterCard credit or debit card. You must use the same credit or debit card (Visa / Visa Electron or Mastercard) when picking up the car.
- You may be required to provide proof of a return travel ticket or pay a deposit on your credit card for the excess amount applicable to your vehicle regardless of the package you have chosen for your rental.

Greece:

- At our Athens & Thessaloniki offices, we only accept payment with a credit card.

Portugal:

- a charge of € 100 will be made from the credit or debit card as a deposit to cover possible Via Verde toll charges, see section 16 for more information. This charge on your card will be refunded at the end of the rental within a period of approximately 20 days.

Credit/Debit cards must be nominative. We do not accept prepaid cards, American Express, Maestro or Diners Club.

For payment, we accept cash for your car hire in Spain and Portugal (Italy and Greece cash is not accepted). In these cases, and as a guarantee, you are required to leave a deposit for the excess applicable to the vehicle given using a credit card (NOT DEBIT). For groups C2,S1, S1A, S2, S2A, S3, S3A, S4, S4A, S4H, S4AH, S5, S5A, S5AH, S6, S6A, S7, S7A, S8, S8A, S9, S9A, S10 you will be required to present two credit cards at the desk as a guarantee to collect your vehicle.

### ***Cardholder:***

The holder of the card must present it together with their voucher when they come to pick up the vehicle, and will be included in the contract as the payee, and if applicable the driver. The booking must be made in the main driver's name, and all additional drivers must be included in the contract.

Our Online payment platform is totally secure (you can see our secure payment certificates on our webpage).

### ***21. Mileage Restrictions***

There is no mileage limitation for reservations up to 29 days inclusive.

For reservations between 30 & 60 days inclusive we include 100km/day. Any extra kilometre will be charged at 0'25€.

For cargo vans, groups L0, L1,L2,L3,M1 there is a limit of 400 kilometres per day. Any extra kilometre will be charged at 0'30€.

### ***22. Cross Border Cover***

**The use of the vehicle outside the country of pickup is prohibited, except for the exceptions listed below ('Authorized Countries') and provided that the customer has previously contracted the mandatory international cover.**

**For collections in Spain (Mainland):** our vehicles can be taken, as an exception to Portugal/Andorra/Francia only.

**For collections in Portugal (Mainland),** vehicles can only be taken to Spain (Mainland).

**For collections in Italy (Mainland):** vehicles can be taken outside of Italy to France/Monaco/Switzerland/Austria/San Marino only. Vehicles cannot be taken from Mainland Italy to any islands.

**For collections in Greece:** it is not permitted to drive outside the country.

Prices for Obligatory Cross Border:

| Country  | Price 1 day | Price 2 days (price per day) | Price 3-12 days (price per day) | Maximum Price |
|----------|-------------|------------------------------|---------------------------------|---------------|
| Spain    | 32 €        | 18.50 €                      | 14 € / day                      | 168 €         |
| Portugal | 32 €        | 18.50 €                      | 14 € / day                      | 168 €         |
| Italy    | 32 €        | 18.50 €                      | 14 € / day                      | 168 €         |

In case of traveling outside the vehicle pickup country without previously contracting the cross border cover, or if leaving the country is not permitted, the following charges will apply in Spain, Portugal, Italy and Greece:

| Spain                   | Allowed: France, Portugal, Andorra | Other Countries |
|-------------------------|------------------------------------|-----------------|
| Pick ups 01/11 to 31/05 | 100 €                              | 150 €           |
| Pick ups 01/06 to 31/10 | 200 €                              | 250 €           |

| Italy                   | Allowed: France, Monaco, Switzerland, Austria & San Marino | Other Countries |
|-------------------------|--|-----------------|
| Pick ups 01/11 to 31/05 | 100 €  | 150 €           |
| Pick ups 01/06 to 31/10 | 200 €  | 250 €           |

| <b>Portugal</b>         | <b>Allowed: España</b> | <b>Other Countries</b> |
|-------------------------|------------------------|------------------------|
| Pick ups 01/11 to 31/05 | 100 €                  | 150 €                  |
| Pick ups 01/06 to 31/10 | 200 €                  | 250 €                  |

| <b>Grecia</b>           | <b>All countries</b> |
|-------------------------|----------------------|
| Pick ups 01/11 to 31/05 | 150 €                |
| Pick ups 01/06 to 31/10 | 250 €                |

Additionally:

**Vehicles collected at any of our locations cannot be taken on any ferry to/between/from any islands, territories or countries.**

**Balearic Islands:** If, despite the prohibition on transferring the vehicle to/among/from any island, the lessee introduces the rented vehicle into any of the islands of the Balearic archipelago without complying with the requirements demanded by the applicable regulations (administrative authorization required by the current autonomous and insular regulations regarding access limitations, maximum vehicle quotas, prior authorization requirements, and payment of fees), and as a result, the leasing company is subject to an administrative sanction or any other action by the competent authority, the lessee will assume full and exclusive responsibility for such infringement. To this effect, the lessee expressly agrees to reimburse the leasing company for the total amounts arising from such infringement, including, without limitation, the principal amount of the sanction, late payment interest, surcharges, administrative management costs, and any other expenses directly or indirectly caused to the company as a consequence of the infringement. The lessee hereby authorizes the leasing company to charge these amounts to the payment method provided in this contract, without prejudice to any legal actions the company may take for the amounts owed.

It is not permitted for cargo vans, groups L0, L1,L2,L3,M1 to travel outside of Spain.

Groups:

B2,BE,BEC,C2,CC,CE,E2C,E2E,F4C,F4AE,G1,G2,G3,P3,P4,S1,S1A,S2,S2A,S3,S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH,S6,S6A,S7,S7A,S8,S8A,S9,S9A,S10 are not permitted to cross border from any of our offices.

### ***23. Inter-branch hiring***

You may return the vehicle to any of Centauro Rent a Car own offices, provided that you advise us of this on making your booking. If the system blocks a booking between different destinations, that means bookings are not permitted between the branches requested.

Prices vary depending on which branch is used for picking up and which for dropping off.

For cargo vans (groups L0, L1, L2, L3, M1) collected in Madrid, you are allowed to return the vehicle to a different office within the Madrid area (Charge applicable). It is not available on groups B2,BE,BEC,C2,CC,CE,E2C,E2E,F4C,F4AE,G1,G2,G3,P1,P2,P3,P4,S1,S1A,S2,S2A,S3,S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH,S6,S6A,S7,S7A,S8,S8A,S9,S9A,S10, H & I

[See Price list here](#)

### ***24. Documentation required on collection of the vehicle***

Please remember that on picking up the vehicle you must have with you: your passport or identity card, your driving license, international driving license (if applicable), credit card and Centauro Rent a Car booking number. You will not be required to show your Passport, ID card or Driving license at the Centauro desk if you have previously made the reservation using Centauro ID on the digital platform of our website.

For groups:

C2,S1,S1A,S2,S2A,S3,S3A,S4,S4A,S4H,S4AH,S5,S5A,S5AH,S6,S6A,S7,S7A,S8,S8A,S9,S9A,S10 you will be required to present two credit cards at the desk as a guarantee to collect your vehicle.

## ***25. Data protection***

Our website has security measures in place to protect against the loss, misuse or alteration of the information we have under our control. Centauro Rent a Car does not sell or rent confidential information to third parties. For more information, please go to our Privacy Policy on our web page.

## ***26. Prices and taxes***

Prices are valid except for manifest errors or omissions.

In any case, these changes will not apply to reservations previously confirmed, nor to finalized contracts.

Prices include VAT and IGIC (General Indirect Tax of the Canary Islands)

## ***27. Discount coupon:***

Conditions:

- Offers are valid for the period specified in each promotion
- Discounts applicable only for the rental amount (extras not included).
- Subject to availability of vehicles.
- Cannot be combined with other discounts.

## ***28. Penalty for fines***

Fines or comparable amounts for traffic offences or violations of laws during the rental period are the responsibility of the drivers of the vehicle.

Traffic offences or violations of the law constitute a fundamental breach of the rental contract, with a penalty of €40 for each fine in Spain, Portugal and Greece. The penalty for fines is an essential condition of the contract and its final price.

The violation is accredited with the notification of the sanction referring to the decision made by the relevant administrative authority. You will have the right to a refund of the penalty for fines in the event of a subsequent administrative or judicial resolution rendering the communicated fine ineffective.

The penalty for fines is justified by the need to objectively compensate for the multiple risks and material and legal consequences arising from the use and driving of motor vehicles and, in particular, the client's failure to comply with his or her essential obligations of maintenance and diligence in the correct use of the vehicle. Given that vehicles are high value assets and that failure by the driver to comply with the regulations in their use may lead to economic damage or liability for the vehicle owner, the amount of the penalty is set proportionally according to the value of the vehicle and the amount of its risks.

## **29. SPECIAL CONDITIONS FOR CENTAURO SUBSCRIPTION RENTALS**

### ***Subscription***

We offer our subscription service for periods of a whole month.

### ***Guaranteed car group***

When you make your reservation with Centauro Rent a Car, we guarantee the car group requested, not the make or the model shown. If the car group chosen is not available, Centauro Rent a Car will offer a superior car group at the same price.

### ***Payment***

The first payment of your subscription will be made on day one of the full rental month. The renewal for the following month is automatic and carried out 10 days before the end of the current rental month.

Subscription payments must be made using a credit or debit card.

### ***Cancellation***

You can cancel your subscription at any time and up to 11 days before the current month end by going to 'My Account' on the Centauro Rent a Car website. The return of the vehicle before the month end will not entail a proportional refund of the unused time.

If the vehicle is returned before the required three-month consecutive use, then a payment of 99€ will be applicable.

### ***Return***

You can return the vehicle at any Centauro Rent a Car office (within the same country as collection and on the mainland if collected on the mainland) except at the offices of Recoletos & Plaza de España in Madrid and Westfield Glories in Barcelona.

For rentals at an office on an island, the vehicle must be returned to an office on that same island.

### ***Vehicle check***

After every third month of consecutive use, the vehicle will need to have a service check at the office where it was collected from. If you do not return the car for the service check your subscription could be cancelled automatically.

### ***Mileage***

The number of kilometers included per month is 3000. If this amount is exceeded, then the charge applicable will be 0,20 € per kilometer.

### ***Cross border***

The use of the vehicle outside the country of pickup is prohibited. Our vehicles cannot be taken on any ferry to/between/from any islands or countries.

### ***Conditions***

Centauro Rent a Car reserves the right to modify the conditions and / or rates of the subscription service with a minimum of 30 days in advance.

If you do not agree with the new conditions and / or rates, you can cancel your subscription at no extra cost.

For all other issues not provided in these Particular Conditions for subscription cars, then the Commercial & General Conditions of Centauro Rent a Car will be applicable.

### **30. SPECIAL CONDITIONS FOR CENTAURO WEEKEND VOUCHERS**

#### ***Vouchers***

Vouchers can be used during the weekend, collection on a Friday a 3pm and return on Monday at 10am. Voucher days cannot be accumulated to use for longer rental periods. If additional days are needed, then the current web price will be applicable.

#### ***Validity***

Vouchers are valid for a period of 12 months from the date of purchase.

#### ***Cancellation***

Once vouchers have been purchased, they cannot be refunded. If a booking is made using vouchers as payment and is then cancelled, the unused days will still be valid and can be used during the validity period of the voucher.

#### ***Conditions***

For all other issues not provided in these Particular Conditions for weekend vouchers, then the Commercial & General Conditions of Centauro Rent a Car will be applicable.

Only applicable to Centauro Rent a Car destinations: ([view locations here](#))

## ***GENERAL TERMS AND CONDITIONS FOR SELF-DRIVE HIRE CARS FOR SPAIN***

### ***1. PARTIES AND GENERAL OBLIGATIONS***

CENTAURO, acting in the capacity of lessor, shall rent to THE CUSTOMER (meaning both the main driver and the person responsible of payment) established as lessee the vehicle described in this Contract (or the vehicle which may be handed over as a replacement, where necessary), subject to the terms, conditions and rates established in the CENTAURO Commercial Conditions at [centauro.net](http://centauro.net), -and/or in any annex to this document - and the CUSTOMER undertakes to comply, expressly acknowledging having read and accepted the conditions established in this Contract, and having not stated any doubts or disagreements with the content.

The CUSTOMER is expressly warned that CENTAURO may not comply with the demands made for the provision of the services offered, in those cases in which it is duly justified that the applicant has failed to comply with the terms and conditions of the contracts entered into previously. CENTAURO, both in cases of non-payment of the services provided and in those cases in which there has been an undue prolongation of the contracted services without the corresponding knowledge or authorization by CENTAURO, and all this in accordance with current consumer legislations which does not affect you statutory rights.

In order to objectively minimise the risks arising from driving motor vehicles, the following persons cannot be included as drivers in the contract entered into for the hire car:

1.-) Persons aged below nineteen (19).

Notwithstanding the foregoing and in accordance with existing rates published by this company, THE CUSTOMER is expressly advised that drivers who are, when taking out this Contract, aged between 19 and 24 years old, must pay the specified additional “young driver” charge, whereas those aged above 75 years old must pay the corresponding additional “senior driver” charge.

2.-) Persons with a driving licence valid for less than one (1) year, that is not valid, or is not approved in the country of hire (the CUSTOMER

is directly responsible for the validation and approval of the driving license, exempting Centauro Rent a Car from any responsibility under any circumstance.

3.-) That being main drivers they do not show the original driving licence license at the time of signing this document unless they have previously obtained a Centauro ID on the digital platform of our website.

4.-) Persons with a driving licence carrying legal and/or criminal charges.

5.-) Persons who, when taking out the Contract, have an evident physical or mental incapacity, meaning they are not in a suitable condition for driving.

THE CUSTOMER expressly undertakes to not allow any person to drive the vehicle other than those persons appearing as drivers in the Contract executed for this purpose and shall be held liable for any damage to the vehicle or third parties in such a case.

For Spain:

Likewise, and to prevent potential risks caused by boat crossings or in any other form of transport necessary in these cases, THE CUSTOMER expressly agrees not to travel with the hired vehicle to the Autonomous cities of Ceuta and Melilla, the Canary Islands, or from the peninsula to the Balearic Islands or between any of the Balearic Islands other than the island where the vehicle was handed over.

Nor may THE CUSTOMER travel outside Spain with the hired vehicle, unless his/her intention to do so has been stated in the CENTAURO office when hiring the vehicle, in which case THE CUSTOMER must take out the existing road assistance service authorising travel to the territories of Andorra, France or Portugal, the only countries where circulation shall be allowed under such circumstances.

Failure to comply with any of the obligations accepted by each of the parties to this contract will entitle the other to demand its compliance or its termination, as well as to take the appropriate measures for the recovery of the vehicle (in case of breach by the lessee), or for the return of the amounts paid (in case of breach by the lessor), all without

prejudice to the possibility of claiming damages that may have been caused as a result of such breach.

This vehicle rental agreement without driver is executed so that THE CLIENT may use and dispose of the vehicle for their personal use, expressly assuming civil, administrative, or even criminal liability that may arise from any improper use thereof, or from the commission of any type of administrative or criminal offense that may be carried out with it. In the event that the vehicle is seized by the police, CENTAURO may terminate the rental agreement for the purpose of recovering possession of the vehicle.

If THE CUSTOMER commits any type of action that may give rise to civil liability of any kind that CENTAURO must face, or which may constitute an administrative or criminal offence, CENTAURO shall be entitled to claim damages not only for the amount of the compensation or penalties faced, but also for the total sum of the damages caused as a consequence of not being able to use the vehicle described in this rental contract.

Notwithstanding the foregoing, THE CUSTOMER is expressly advised of the consequences that may arise for CENTAURO from the application of Law 4/2014, of 20 June, on land transport and sustainable mobility on the Balearic Islands, whereby THE CUSTOMER expressly states that he/she will not use or permit the use of the hire car to perform the occasional public transport of passengers. If the vehicle described in this Contract is reported by members of the state security forces, or any other authority empowered for this purpose, for undertaking the aforementioned practice, CENTAURO expressly reserves the right to exercise, before THE CUSTOMER, all necessary actions in any jurisdiction, and specifically to start the corresponding criminal proceedings for the alleged offence of fraud.

Centauro renews its fleet of vehicles annually, providing the latest models with the highest reliability. Therefore, Centauro only keeps vehicles in its fleet for a specified period of time or mileage.

Failure to comply with these parameters may result in damages and losses for Centauro. For this reason, Centauro reserves the right,

during the contract period, to replace the vehicle provided to the Customer if the vehicle has already been in Centauro's fleet for a certain period of time or has reached a specific mileage.

Depending on the time interval or mileage, it may be necessary, during the contract period, to replace the vehicle provided to the customer with another equivalent vehicle belonging to the same category agreed upon on the contract. The Customer will be duly informed of the need to change the vehicle and is obligated to return the vehicle at the time and date specified at the designated Centauro office, as well as to comply with any other measures required for the vehicle exchange. This circumstance does not constitute termination of the contractual relationship.

If the Customer fails to return the vehicle or does not return it at the specified time and date, they will be subject to a penalty for each day of delay as outlined in "6. Reservation Conditions" of the Commercial Terms. Centauro also reserves the right to claim additional compensation for any damages and losses that may be incurred.

## ***2. VEHICLE USE BY THE LESSEE***

CENTAURO expressly states that the vehicle handed over has passed all the mechanical inspections and internal controls undertaken, and is in the general condition recorded in the sheet signed by THE CUSTOMER for this purpose, and has all the necessary documentation, tools and accessories, and all its tyres (including the spare or repair kit if applicable) are in good condition with no punctures.

THE CUSTOMER expressly agrees to:

- Maintain the vehicle in good condition and do not expose it to potential risks.
- Respect the rules of the road applicable in each territory, according to the specifications of use of the type of vehicle in question. In particular, the parties expressly agree that the undertaking of any conduct that involves a breach of the rules of the road, violation of laws, or the committing of a crime against traffic safety will be considered as a fundamental breach of the obligations assumed in this contract, which may lead to the

termination of the contract and/or the claim to corresponding compensation for damages caused, (in addition to the appropriate penalties for breach of contract established) including those corresponding to the costs and expenses incurred by CENTAURO as a result of such conduct.

- For rentals where the vehicle is handed over in the Palma de Mallorca office, and driven around the area of Calvía in order to comply with the express provisions set forth in Municipal Ordinance on Circulation, display, in the place provided for this purpose, the documentation corresponding to the hire contract entered into, provided by CENTAURO. This will also be applicable to other municipalities that incorporate this obligation.
- Not to carry out activities for the purpose of subleasing the vehicle, nor to transport persons or goods, or undertake activities for the purpose of subleasing the vehicle, which break the Law or existing legal provisions or whose number (weight, quantity and/or volume) exceed the limits specified by the vehicle manufacturer or the law.
- Not to drive under the influence of alcoholic beverages, drugs, other narcotic substances or with physical capacities impaired by fatigue, illness or any other circumstance which makes driving inadvisable.
- Not to use the vehicle to push or tow another vehicle(s), trailers or rolling/non-rolling objects.
- Not to take part in competitions or sports races, whether official or unofficial.
- Not to use or carry out resistance tests for materials, accessories or automobile products not provided and/or authorised by CENTAURO.
- Not to transport objects or goods whose transportation is prohibited or subject to administrative authorization or to transport flammable, dangerous, radioactive, toxic and/or harmful goods.
- Not to provide as a security, pledge, sell, rent, assign, mortgage, loan or even change or modify any part of the vehicle, including the documents, keys, tools and accessories, or the vehicle itself.

- Lock the vehicle correctly, in a suitable, appropriate and safe place when it is not being used, and keep its documentation inside the vehicle.
- Immediately halt the vehicle in the event of the slightest external or explicit (indicators) suggestion of the existence of a technical failure. In such cases, THE CUSTOMER must contact the nearest CENTAURO office, or the designated (by CENTAURO) Assistance Company as soon as possible, rejecting the payment of any charges that may arise from the use of other assistance companies, except in cases of the utmost urgency.
- Not drive with the hire car in unpassable areas or unpaved roads which are not suitable for circulation, as these may damage the lower part of the bodywork and/or cause other kinds of damage.
- Follow the specific instructions and pay the corresponding charges on tolls roads.

### ***3. RETURNING THE VEHICLE***

The vehicle shall be returned in the same condition it was handed over in, and with the same documents, accessories and equipment, in the place, on the date and at the time agreed as the end of the rental contract period. THE CUSTOMER expressly assumes the legal consequences arising from the changes made to the hire car which have not been expressly authorised by CENTAURO. Failure to return the vehicle on the date and time set out in the Contract authorizes Centauro Rent a Car to charge customers for any additional days the vehicle is used after it should have been returned plus a 50€ penalty per day.

Under no circumstances shall the rental contract be considered tacitly extended due to the fact that THE CUSTOMER does not return the vehicle in question upon the agreed date for ending the Contract, requiring the express, written authorisation of CENTAURO for such extension (by THE CUSTOMER making a new reservation which is subject to availability and by paying the corresponding rate).

THE CUSTOMER shall be liable for any damage caused to the vehicle after the rental contract validity period has ended and before the

vehicle is returned, while CENTAURO may claim any corresponding compensation for the damages caused.

CENTAURO may also start the appropriate legal proceedings to enforce compliance of the provisions expressly agreed between the parties, including commencing the corresponding criminal proceedings for the potential crime of illegal appropriation whereby the state security forces are requested to detain the vehicle.

#### **4. RENTAL FEES**

Pursuant to this hire contract, THE CUSTOMER shall be required to pay:

- Charges arising from vehicle hire and taxes and fees for the replacement value for loss of documents, accessories and/or tools.
- In cases where, following the return of the vehicle, additional cleaning is required due to the car being dirty beyond the level expected from normal vehicle use, an additional charge of €100 shall apply, against evidence of the cost of the service provided.
- Where THE CUSTOMER changes the conditions agreed in the Contract, either because he/she requests to return the vehicle after the end of the rental period in a different place to that initially agreed, or because THE CUSTOMER allows the vehicle to be driven by a person not initially included as an additional driver, he/she shall be required to pay the current rate for each case covered.
- If, following the termination of the hire car contract, a positive balance remains in favour of THE CUSTOMER, CENTAURO will immediately pay the resulting amount via the same payment method originally used by THE CUSTOMER, but shall not be liable for any delays caused due to processes to be carried out by the banking or credit institutions.
- If THE CUSTOMER requests assistance, **he/she must pay the towing costs, or any other expense incurred by said assistance**, except in cases where the assistance is required as a result of a technical failure in the vehicle and through assistance companies designated for this purpose by CENTAURO.
- Charges for additional mileage, according to prices and conditions set in the Commercial Conditions.

- Tolls, fines, parking charges, penalties and legal expenses for fines committed during the rental period and in accordance to the applicable regulations (including expenses for congestion fees or limitation of traffic) incurred by THE CLIENT during the rental period of the contract, although they may have been paid by CENTAURO; as well as any legal expenses related to the rented vehicle during the rental period.

- **5. POSSIBLE ADDITIONAL CHARGES**

In the case of non-compliance with the obligations undertaken in this agreement, on the part of the CUSTOMER, the same will have to pay the sum amount established and/or arising out of the general conditions of the agreement, authorizing CENTAURO to charge related fees to the credit card provided by the CUSTOMER, with reason given to the CUSTOMER for their collection and justification of the amount to be charged.

In particular, the CUSTOMER expressly agrees to accept the charges resulting from damages caused as a result of infringement of the obligations set forth in this agreement, due to of the following reasons:

- Compensation for any damage/loss caused to the vehicle and for which coverage is not justified and/or contracted by the CUSTOMER together with the expense costs for the immobilization of the vehicle (justified costs that may arise due to road assistance, tow truck, vehicle deposit, etc.,)
- Compensation equivalent to the amount paid by CENTAURO in the form of fines, from each traffic offence or violation of law by any person authorized as a driver, including penalties for late payment by the lessee.
- Compensation equal to the amount of the damages caused by negligence of THE CUSTOMER, which expressly includes the loss of keys, mistakes when refuelling and the absence of internal elements in the hire care.
- Compensation equivalent to the amount paid by CENTAURO for tolls used by THE CLIENT, as well as any amount derived from them (surcharges, etc.).
-

## **6. REGULATIONS FOR DAMAGES DERIVED FROM VEHICLE USAGE**

### **6.1 Damages to THIRD PARTIES**

Pursuant to current law, CENTAURO maintains, at all times, active insurance contracts with first rate companies which cover civil liability or liability of drivers of rental cars for personal and material damages caused to third parties related to the use of the aforementioned vehicles.

Insurance of vehicles of the CENTAURO fleet will be contracted with any of the following companies: Generali, Mutua Madrileña, Groupama Mapfre, Reale, Zurich, Helvetia and Axa, which all provide nationwide coverage.

The framework of this insurance policy also includes, within certain limits, personal damage (death, total and partial disability, healthcare costs) suffered by the authorized driver (only valid for Spain, Portugal & Greece)

Upon signing this contract, the authorized drivers are deemed covered by this insurance.

The limitations of liability covered by this insurance policy are, at least, those which are, at any time, necessarily anticipated according to current legislation.

Notwithstanding the rights of the damaged third party, the CLIENT is informed that this policy includes a deductible for all damages which can be claimed by CENTAURO, with the amount indicated in the Commercial Conditions. In addition, the CLIENT is informed of the right of the insurance company to claim damages from the CLIENT for any damages not covered by the insurance policy.

THE CLIENT may consult the general conditions of the insurance policy at any time.

### **6.2 Damages TO THE VEHICLE**

CENTAURO shall hold the CLIENT liable for the correct preservation and utilization of the vehicle by him/herself, authorized drivers and other occupants of the aforementioned vehicle.

Notwithstanding the above, and that which will be set out further in this document, CENTAURO offers the CLIENT rental of the vehicle under two modalities.

The responsibility assumed by THE CUSTOMER against CENTAURO for the damages caused to the vehicle will be established at the time of contracting by virtue of the Damage Amount List indicated in the rental Commercial Conditions.

A) Default modality: Limited Exemption of liability (Collision Damage Waiver or CDW) + Limited exemption of liability due to theft of the vehicle (Theft Protection or TP)

Under this modality, CENTAURO partially exempts the CLIENT of liability for damages caused to the vehicle.

Under these conditions, CENTAURO will only hold the CLIENT liable for the maximum amount expressly stated in the contract under the section DEDUCTIBLE for damages caused to the vehicle (determined in accordance to the list referenced in the Commercial Conditions).

In any event, for limitation of liability to take effect, declaration of damages will be necessary, and in this case, the presentation of the corresponding accident report/police report outlining all details relevant to the reported accident or disaster (details of vehicles and/or people involved, as well as a description of the events and damages that occurred).

In addition, under this modality, CENTAURO partially exempts the CLIENT of liability for damages caused by theft of the vehicle or its parts or components, excluding the amount expressly stipulated in the contract under the section DEDUCTIBLE, which must be provided by the CLIENT.

In any event, for limitation of liability to take effect, the keys to the rented vehicle must be returned upon reporting the event to CENTAURO, as well as a copy of the criminal complaint which was presented to the relevant authorities.

As specified in the Commercial Conditions of this contract, rental of the vehicle under this modality implies the obligation of the CLIENT to pay a deposit in order to guarantee payment of said liabilities.

Notwithstanding the aforementioned, it is expressly stated to the CLIENT that limited exemption from liability does not include damages caused in any of the following circumstances, in which case CENTAURO may claim payment of the full amount:

- Damages caused to tires, whether they are caused by impact or by excessive weight on the rented vehicle.
- Damages caused to the doors locks or cylinder locks, as well as to the windows of the rented vehicle.
- Damages caused due to theft of the wheels, parts of the inferior portion of the vehicle, roof, double headed spanners, cylinder locks, seats or windows of the rented vehicle.
- Damages or loss caused to the interior, exterior and mechanical parts and elements of the vehicle, in the event that the rented vehicle was stolen or that an attempt was made to steal it.

B) Optional Modality: Complete exemption of liability (SMART rate)

Under this modality, and notwithstanding the aforementioned, CENTAURO completely exempts the CLIENT, in exchange for the payment of additional fees for the rental of the vehicle as specified in the Commercial Conditions of this contract, of liability for damages caused to the vehicle or caused due to its theft, for which the CLIENT would be liable under the aforementioned modality “CDW + TP”.

The CLIENT may not opt for this contract modality after having signed a contract for rental.

C) Damages not covered by either contract modality

Irrespective of the contract modality chosen by the CLIENT, the latter will be liable to CENTAURO, for full payment of costs (including loss of profit derived from inability to rent the vehicle) for damages caused due to any of the following circumstances:

- Damages due to accidents caused by a serious breach of traffic law, or the commission of conduct, which constitutes a crime against road traffic safety.
- Damages caused by driving under the influence of alcohol or drugs.
- Damages caused to the rented vehicle due to accidents caused by inappropriate driving or grossly negligent conduct on the part of the CLIENT or by authorized drivers, as proven in judicial proceedings.
- Damages caused to key copies returned to the renter, for the opening of the vehicle, and to the upholstery.
- Damages caused due to climatic events, as well as related expenditures derived from the same (except force majeure events).
- Damages to the vehicle outside of pick up country if the Cross Border road assistance cover has not been purchased.
- Road assistance in case of fuel freezing.
- Damage/loss of child seats.
- Damage/loss/theft of keys, hydraulic jack, safety triangles, jackets, wipers, petrol caps, loading shelf or any other fixed or mobile component(s) of the vehicle, as well as the use of fire extinguishers or first aid kits other than in case of an accident with the vehicle.
- Damage to the engine due to negligence.
- Damages to the engine due to inadequate refueling of the vehicle.
- Theft of the vehicle with the keys still in the ignition.
- Fines for traffic offences or violations of the law during the rental period are the responsibility of the driver of the vehicle. In the event of receiving a fine, for each communicated fine the amount of €40 will be charged as a penalty for breach of contract in Spain, Portugal and Greece (the client will be entitled to a refund of the penalty for fines in the event of a subsequent administrative or judicial resolution rendering the communicated fine ineffective).
- Toll usage by THE CLIENT, as well as any amount derived from them (surcharges, etc.).

### ***6.3 Damages to THE CLIENT'S PROPERTY***

The damage, loss or theft of any goods which are the property of the CLIENT found in the vehicle are completely and exclusively at their expense, and are not covered by any insurance policy, nor under either

of the contract modalities specified in the above section. CENTAURO assumes no responsibility for the custody or delivery of property owned by the CLIENT and left in the vehicle after the end of the rental.

## ***7. ACCIDENTS***

THE CUSTOMER agrees to immediately notify CENTAURO of any accident and send any notifications related to said accident, and to fully cooperate with both CENTAURO and the Insurance Company in the investigation and defence of any claims and proceedings.

In any case, at the time of the accident, THE CUSTOMER:

- Shall obtain full details from the other party, and all the circumstances surrounding the accident.
- If the obtainment of the corresponding friendly accident report is not possible, you will immediately notify the police authorities and obtain a copy of the police report.

In the event that THE CUSTOMER does not provide a friendly report of an accident or a police report, CENTAURO reserves the right to consider the CUSTOMER responsible for the incident.

The Client undertakes to be truthful in all statements and explanations, oral and written, made with respect to the circumstances in which the damages took place. The Client shall be liable to Centauro and its insurer for any damages that may arise from false, erroneous or biased statements or explanations. Centauro reserves the right not to accept the statements or explanations of the client.

## ***8. REPAIRS, LUBRICATION, OILS AND FUELS.***

THE CUSTOMER must check liquid levels every 1,000 kilometres and replace them if necessary. Liquid replacement costs (excluding those resulting from negligence), shall be paid after submission of the corresponding supporting documents (receipts) for the service performed. The cost of repairs arising from damages and/or breakdowns, carried out in the expressly agreed garages/workshops, shall be borne by CENTAURO, provided the conditions established herein are met. If repairs must be made in garages/workshops not agreed with CENTAURO, its express approval shall be required, and the cost of the repairs shall be returned to THE CUSTOMER upon

submission of the supporting documents (receipts) for the services provided, and the amount these total.

THE CUSTOMER must refuel the vehicle with the suitable type of fuel, and shall bear the cost of this.

CENTAURO shall return the amount handed over as deposit to guarantee the fuel payment handed over with the hire car, when expressly established in the type of hire care conditions chosen by the customer.

The price of the fuel consumed is calculated according to the average market fuel price. Please see the Commercial Conditions at [centauro.net](http://centauro.net) for more information.

## ***9. JURISDICTION AND APPLICABLE LAW***

**Applicable law.** The contract shall be governed by Spanish law.

**Jurisdiction – consumers.** Where the Client has the status of a consumer or user, the legally established jurisdiction rules shall apply.

**Jurisdiction – non-consumers.** Where the Client does not have the status of a consumer or user, and only to the extent permitted by law, the parties expressly agree to submit to the Courts of the registered office of Centauro.

The client is informed that they have at their disposal the Customer Service & Claim forms of CENTAURO, as well as information on entities of alternative resolution of consumer litigation on the web: <https://www.centauro.net/en/help-center/contact-form/>

Notwithstanding the foregoing, and pursuant to the provisions expressly agreed in Article 38 of the Spanish Law 16/1987, of 30 July, on Land Transport Regulations, CENTAURO expressly states its wish against the settlement of any dispute arising from contracting hire car services through the Transport Arbitration Court.

## ***10. HANDLING PERSONAL DATA.***

**Entity responsible for processing data** CENTAURO RENT A CAR, S.L.U. (“CENTAURO”). Address: País Valencia 9 Ave block A, Local 4, 03509 Finestrat, Alicante. Email: [dpo@centauro.net](mailto:dpo@centauro.net) Contact phone:

(+34) 966 360 360. **I. Main purposes of data handling:** Regarding the execution of the contractual relationship: Process your application as a client to be able to manage the commercial relationship as well as your needs. Manage, maintain, and ensure fulfilment with the contractual or pre-contractual relationship that binds us. Regarding a legal obligation: For the fulfilment of any legal obligation or regulation, we shall be able to share your data with public, regulatory, or governmental body authorities. To geolocate the vehicle in the event of request from public authorities. To geolocate the vehicle in the event of request from public authorities. Regarding the legitimate interest of Centauro: Centauro commercial activities, by any means, to offer you products and/or services similar to those acquired. Perform customer satisfaction and analysis of your needs to tailor our offers to your profile. Record your voice and/or your image to maintain the quality of the service, and if necessary, manage claims and other procedures. Share your data with insurance companies for roadside assistance in case of accidents or traffic incidents. Share your data with companies of Centauro and its group (Grupo Mutua Madrileña), particularly, MUTUA MADRILEÑA AUTOMOVILISTA, S.S.P.F.; AUTOCLUB MUTUA MADRILEÑA, S.L.U.; MUTUAMAD MOBILITY, S.L.U.; SILDOSCAN SPAIN, S.L.; CENTAURO RENT A CAR, S.L.U.; NORDIC BUS, S.L.U.; CENTAURO RENT A CAR ITALY, S.r.L.; CENTAURO RENT A CAR, L.D.A.; NORDICWHEELS, L.D.A.; CENTAURO RENT A CAR GREECE, SINGLE MEMBER S.A.; and others, with the purpose of providing on-site services of self-driven car rentals requested by the customer, and complementary services, as well as for the centralization of administrative and computer processes. Geolocation of the vehicle on Centauro's premises and in case of theft or wrongful appropriation, as well as if it is detected that the vehicle has left the territory authorized by the contract, either because it is not permitted or because the external cover has not been contracted. Regarding your consent: Analyse your needs by consulting our own sources or external sources as well as our advertising partners to show relevant and segmented advertising according to your preferences. To verify your identity and documents through a facial recognition system. To geolocate the vehicle for requested roadside assistance. To collect driving data for the purpose of analyzing. **II. Recipients of your data:** Public,

regulatory, governmental, and regional authorities. Insurance companies for roadside assistance in case of incidents or traffic accidents, companies of the Centauro Group for the correct provision of services and for advertising purposes, as well as third-party collaborating companies of Centauro. **III. Data protection rights:** You can exercise your rights of access, rectification, deletion, limitation, or opposition to the processing of data, portability of data, and to not be the subject of automated decisions, as detailed in the "Additional Information". **IV: Additional information:** You can view the detailed additional information about our Privacy Policy for customers on our web page: <https://www.centauro.net>. As indicated previously, to share the best offers of products and services that Centauro puts at your disposal and to better tailor them to your interests, we need you to provide your consent: I allow Centauro to carry out a profile of my consumer behaviour through internal and external information, as well as to share my data with its advertising partners in order to offer me special offers on products or services tailored to my needs.  Yes

## ***GENERAL TERMS AND CONDITIONS OF SELF-DRIVE HIRE CARS FOR PORTUGAL***

### ***1. PARTIES AND GENERAL OBLIGATIONS***

CENTAURO, acting in the capacity of lessor, shall rent to THE CUSTOMER (meaning both the main driver and the person responsible of payment) established as lessee the vehicle described in this Contract (or the vehicle which may be handed over as a replacement, where necessary), subject to the terms, conditions and rates established in the CENTAURO Commercial Conditions at centauro.net -and/or in any annex to this document - and the CUSTOMER undertakes to comply, expressly acknowledging having read and accepted the conditions established in this Contract, and having not stated any doubts or disagreements with the content.

The CUSTOMER is expressly warned that CENTAURO may not comply with the demands made for the provision of the services offered, in those cases in which it is duly justified that the applicant has failed to comply with the terms and conditions of the contracts entered into previously. CENTAURO, both in cases of non-payment of the services provided and in those cases in which there has been an undue prolongation of the contracted services without the corresponding knowledge or authorization by CENTAURO, and all this in accordance with current consumer legislations which does not affect your statutory rights.

With the aim to minimize risks resulting from driving a motor vehicle, the following class of drivers may not be included in the agreement to be concluded, as follows:

1.-) Persons aged below nineteen (19).

Without prejudice to the foregoing, and in accordance with the rates currently in force and published by this company, the CUSTOMER is expressly advised that drivers who, at the time of the conclusion of the agreement, are between the ages of 19 and 24 years of age must pay an extra fee known as a “young driver” fee while those drivers whose age is above 75 years of age must pay a corresponding fee, called the “senior driver” fee.

2) Persons with a driving license valid for less than one (1) year, that is not valid, or is not approved in the country of hire (the CUSTOMER is directly responsible for the validation and approval of the driving license, exempting Centauro Rent a Car from any responsibility under any circumstance.

3) That being main drivers they do not show the original driving licence license at the time of signing this document, unless they have previously obtained a Centauro ID on the digital platform of our website.

4) Anyone who has a driving license-related issue, including legal expenses and/or criminal prosecution.

5) Anyone who, at the time of the contract, has a physical or mental impairment, which may indicate the inability to properly operate the vehicle.

The CUSTOMER agrees not to permit anyone not named as a driver in the agreement to operate or drive the vehicle, and to that effect, be held liable for any damage or loss caused to the vehicle or to third parties in the event that the CUSTOMER infringes upon the conditions mentioned.

For Portugal:

Likewise, and to prevent potential risks caused by boat crossings or in any other form of transport necessary in these cases, THE CUSTOMER expressly agrees not to travel with the hired vehicle to any place other than mainland Portugal, or to any place from the island of Madeira.

Nor may THE CLIENT travel with the leased vehicle outside the national territory, unless he has expressed his intention to do so at the CENTAURO office at the time of contracting it, in which case he must subscribe to the existing roadside assistance that will entitle him to travel around Spain, the only territory in which circulation would be allowed in this case.

Failure to comply with any of the obligations accepted by each of the parties to this contract will entitle the other to demand its compliance or terminate it, as well as to take the appropriate measures for the recovery of the vehicle (in case of breach by the lessee), or for the return of the amounts paid (in case of breach by the lessor), all without

prejudice to the possibility of claiming damages that may have been caused as a result of such breach.

This vehicle rental agreement without driver is executed so that THE CLIENT may use and dispose of the vehicle for their personal use, expressly assuming civil, administrative, or even criminal liability that may arise from any improper use thereof, or from the commission of any type of administrative or criminal offense that may be carried out with it. In the event that the vehicle is seized by the police, CENTAURO may terminate the rental agreement for the purpose of recovering possession of the vehicle.

The undertaking of any kind of action which may result in any type of liability as a result or cause of the CUSTOMER'S actions, for which CENTAURO may have to answer for, or which may constitute an administrative or criminal offence, shall grant CENTAURO the authorization to claim not only the value of the indemnities or penalties for which it may need to answer for, but also the sum of which equals an amount equal to damages and losses incurred as a result of the total economic loss and use of the vehicle, which is the subject of this leasing agreement.

Centauro renews its fleet of vehicles annually, providing the latest models with the highest reliability. Therefore, Centauro only keeps vehicles in its fleet for a specified period of time or mileage.

Failure to comply with these parameters may result in damages and losses for Centauro. For this reason, Centauro reserves the right, during the contract period, to replace the vehicle provided to the Customer if the vehicle has already been in Centauro's fleet for a certain period of time or has reached a specific mileage.

Depending on the time interval or mileage, it may be necessary, during the contract period, to replace the vehicle provided to the customer with another equivalent vehicle belonging to the same category agreed upon on the contract. The Customer will be duly informed of the need to change the vehicle and is obligated to return the vehicle at the time and date specified at the designated Centauro office, as well as to comply with any other measures required for the vehicle

exchange. This circumstance does not constitute termination of the contractual relationship.

If the Customer fails to return the vehicle or does not return it at the specified time and date, they will be subject to a penalty for each day of delay as outlined in "6. Reservation Conditions" of the Commercial Terms. Centauro also reserves the right to claim additional compensation for any damages and losses that may be incurred.

## ***2. USE OF THE VEHICLE BY THE LESSEE***

CENTAURO expressly states that the vehicle delivered has been approved for use during the conducting of mechanical repairs and internal checks carried out, and found to be in the general condition stated on the sheet signed by the CUSTOMER for that given purpose, and having all necessary documentation, suitable tools and accessories, as well as all tyres, (including the spare or repair kit if applicable) in good, working condition, without any serious defects.

The CUSTOMER expressly undertakes to:

- Maintain the vehicle in good condition and do not expose it to potential risks.
- Respect the rules of the road applicable in each territory, according to the specifications of use of the type of vehicle in question. In particular, the parties expressly agree that the undertaking of any conduct that involves a breach of the rules of the road, violation of laws, or the commission of a crime against traffic safety will be considered as a fundamental breach of the obligations assumed in this contract, which may lead to the termination of the contract and/or the claim to corresponding compensation for damages caused, (in addition to the appropriate penalties for breach of contract established) including those corresponding to the costs and expenses incurred by CENTAURO as a result of such conduct.
- Not to carry out activities for the purpose of subleasing the vehicle, nor to transport persons or goods, or undertake activities for the purpose of subleasing the vehicle, which break the Law or existing legal provisions or whose number (weight,

- quantity and/or volume) exceed the limits specified by the vehicle manufacturer or the law.
- Not to drive under the influence of alcohol, drugs and other narcotic substances, or with diminished physical abilities due to fatigue, illness or any other circumstance contrary to the safe operation of the vehicle.
  - Not to use the vehicle to push or tow other vehicles, trailers, running objects, or otherwise.
  - Not to participate in any type of competitions or sports racing, whether official held or otherwise.
  - Not to use or conduct stress tests of materials, accessories or other vehicle products which are not covered and / or authorized by CENTAURO.
  - Not to transport objects or goods whose transportation is prohibited or subject to administrative authorization or to transport flammable, dangerous, radioactive, toxic and/or harmful goods.
  - Not to carry or transport flammable, hazardous, radioactive, toxic and / or harmful goods.
  - Not to give as a guarantee, pledge, sell, rent, lease, mortgage, loan or even modify any part of the vehicle - including documentation, keys, tools and accessories - including the vehicle itself.
  - Lock the vehicle, park it in a proper location, suitable and safe when not in use and to maintain all documentation inside the vehicle at all times.
  - Immediately stop the vehicle at the slightest hint of any external or specific indication of any malfunction (via indicators) that may highlight the existence of a technical failure. In such cases, the CUSTOMER should contact the nearest designated CENTAURO office or service center, waiving any claims of costs that may be due to the use of a different roadside assistance company, except in cases requiring an urgent or emergency response.
  - Not to drive the leased vehicle in areas that are not passable or on unpaved roads not fit for vehicular traffic, in order to prevent damage to the underbody and/or other types of damage.

- Follow the specific instructions and pay the corresponding charges on tolls roads.

### ***3. RETURN OF VEHICLE***

The vehicle shall be returned in the same condition it was handed over in, and with the same documents, accessories and equipment, in the place, on the date and at the time agreed as the end of the rental contract period. THE CUSTOMER expressly assumes the legal consequences arising from the changes made to the hire car which have not been expressly authorized by CENTAURO. Failure to return the vehicle on the date and time set out in the Contract authorizes Centauro Rent a Car to charge customers for any additional days the vehicle is used after it should have been returned plus a 50€ penalty per day.

Under no circumstances shall the rental contract be considered tacitly extended due to the fact that THE CUSTOMER does not return the vehicle in question upon the agreed date for ending the Contract, requiring the express, written authorization of CENTAURO for such extension (by THE CUSTOMER making a new reservation which is subject to availability and by paying the corresponding rate).

Damages caused to the vehicle are subject to applying the constant values in the 'Damage Price List', made for each specific damage, taking the average market prices offered by several repair shops as the base.

The Client expressly states that it has read and accepted the conditions established in the aforementioned 'Damage Price List', which is available for consultation on our website.

Moreover, CENTAURO may initiate administrative and/or judicial proceedings relevant to the enforcement of the agreement between the parties, including initiation of criminal proceedings for possible breach of trust, in order to urge state security forces to proceed with the seizure and detention of the vehicle.

#### **4. RENTAL CHARGES**

Under this leasing agreement, the CUSTOMER will be required to pay

- Derived rates are based on the cost for the leasing of the vehicle, taxes and fees, and the value for the replacement of any documents, accessories, and/or tools.
- In cases where the vehicle is returned in a condition beyond normal wear and tear (e.g.. dirty vehicle, used outside of normal application) the CUSTOMER will be charged an additional fee for the cleaning of the vehicle, for a maximum value of 100 € , given the prior justification of the value of the service provided.
- In the event that the CUSTOMER modifies the conditions agreed to, either because the CUSTOMER is requesting to deliver the vehicle after the leasing period to a place distinct from the one initially chosen, or as a result of allowing a person not initially included as an additional driver, the CUSTOMER will be required to pay the fees currently in force for each of the cases referred to above.
- In cases where CENTAURO discovers that there is a post-agreement amount owed to the CUSTOMER, after the settlement of fees and costs for the provision of services, the amount due in favor of the CUSTOMER will be promptly reimbursed using the same method of payment used by the CUSTOMER (e.g. credit/debit card). Please note: CENTAURO is not responsible for any delays in the processing of reimbursement fees as a result of operations carried out by the banking or credit company handling the transaction.
- If the CUSTOMER requests roadside assistance, **the CUSTOMER will be responsible for any expenses related to towing or any additional costs that may arise from this transaction**, except in cases in which the roadside assistance provided to the CUSTOMER comes as a result of a technical failure, and the service is carried out by a company designated by CENTAURO for these specific purposes. In Portugal, towing costs are included in the price, except in cases of negligence of the CLIENT or any driver (among others, loss/damage of keys, refueling errors, missing fuel, damage to tyres, battery damage, etc.).

- Tolls, fines, parking charges, penalties and legal expenses for fines committed during the rental period and in accordance to the applicable regulations (including expenses for congestion fees or limitation of traffic) incurred by THE CLIENT during the rental period of the contract, although they may have been paid by CENTAURO; as well as any legal expenses related to the rented vehicle during the rental period.

## **5. POTENTIAL ADDITIONAL FEES**

In the case of non-compliance with the obligations undertaken in this agreement, on the part of the CUSTOMER, the same will have to pay the sum amount established and/or arising out of the general conditions of the agreement, authorizing CENTAURO to charge related fees to the credit card provided by the CUSTOMER, with reason given to the CUSTOMER for their collection and justification of the amount to be charged.

In particular, the CUSTOMER expressly agrees to accept the charges resulting from damages caused as a result of infringement of the obligations set forth in this agreement, due to of the following reasons:

- Compensation for any damage/loss caused to the vehicle and for which coverage is not justified and/or contracted by the CUSTOMER together with the expense costs for the immobilization of the vehicle (justified costs that may arise due to road assistance, tow truck, vehicle deposit, etc.,)
- Compensation equivalent to the amount paid by CENTAURO in the form of fines, from each traffic offence or violation of law by any person authorized as a driver, including penalties for late payment by the lessee.
- Compensation equal to the amount of damages caused as a result of the CUSTOMER'S negligence, among which include the loss of keys, Error in refueling and the absence of parts and / or internal elements of the leased vehicle, Other damages better identified on our 'Damage price list' which is available for consultation on our website.
- Compensation equivalent to the amount paid by CENTAURO for tolls used by THE CLIENT, as well as any amount derived from them (surcharges, etc

## ***6. REGULATIONS FOR DAMAGES DERIVED FROM VEHICLE USAGE***

### ***6.1 Damages to THIRD PARTIES***

Pursuant to current law, CENTAURO maintains, at all times, active insurance contracts with first rate companies which cover civil liability or liability of drivers of rental cars for personal and material damages caused to third parties related to the use of the aforementioned vehicles.

Insurance of vehicles of the CENTAURO fleet will be contracted with any of the following companies: Generali, Mutua Madrileña, Groupama Mapfre, Reale, Zurich, Helvetia and Axa, which all provide nationwide coverage.

The framework of this insurance policy also includes, within certain limits, personal damage (death, total and partial disability, healthcare costs) suffered by the authorized driver (only valid for Spain, Portugal & Greece).

Upon signing this contract, the authorized drivers are deemed covered by this insurance.

The limitations of liability covered by this insurance policy are, at least, those which are, at any time, necessarily anticipated according to current legislation.

Notwithstanding the rights of the damaged third party, the CLIENT is informed that this policy includes a deductible for all damages which can be claimed by CENTAURO, with the amount indicated in the Commercial Conditions. In addition, the CLIENT is informed of the right of the insurance company to claim damages from the CLIENT for any damages not covered by the insurance policy.

THE CLIENT may consult the general conditions of the insurance policy at any time.

### ***6.2 Damages TO THE VEHICLE***

CENTAURO shall hold the CLIENT liable for the correct preservation and utilization of the vehicle by him/herself, authorized drivers and other occupants of the aforementioned vehicle.

Notwithstanding the above, and that which will be set out further in this document, CENTAURO offers the CLIENT rental of the vehicle under two modalities.

The responsibility assumed by THE CUSTOMER against CENTAURO for the damages caused to the vehicle will be established at the time of contracting by virtue of the Damage Amount List indicated in the rental Commercial Conditions.

A) Default modality: Limited Exemption of liability (Collision Damage Waiver or CDW) + Limited exemption of liability due to theft of the vehicle (Theft Protection or TP)

Under this modality, CENTAURO partially exempts the CLIENT of liability for damages caused to the vehicle.

Under these conditions, CENTAURO will only hold the CLIENT liable for the maximum amount expressly stated in the contract under the section DEDUCTIBLE for damages caused to the vehicle (determined in accordance to the list referenced in the Commercial Conditions).

In any event, for limitation of liability to take effect, declaration of damages will be necessary, and in this case, the presentation of the corresponding accident report/police report outlining all details relevant to the reported accident or disaster (details of vehicles and/or people involved, as well as a description of the events and damages that occurred).

In addition, under this modality, CENTAURO partially exempts the CLIENT of liability for damages caused by theft of the vehicle or its parts or components, excluding the amount expressly stipulated in the contract under the section DEDUCTIBLE, which must be provided by the CLIENT.

In any event, for limitation of liability to take effect, the keys to the rented vehicle must be returned upon reporting the event to CENTAURO, as well as a copy of the criminal complaint which was presented to the relevant authorities.

As specified in the Commercial Conditions of this contract, rental of the vehicle under this modality implies the obligation of the CLIENT to pay a deposit in order to guarantee payment of said liabilities.

Notwithstanding the aforementioned, it is expressly stated to the CLIENT that limited exemption from liability does not include damages caused in any of the following circumstances, in which case CENTAURO may claim payment of the full amount:

- Damages caused to tires, whether they are caused by impact or by excessive weight on the rented vehicle.
- Damages caused to the doors locks or cylinder locks, as well as to the windows of the rented vehicle.
- Damages caused due to theft of the wheels, parts of the inferior portion of the vehicle, roof, double headed spanners, cylinder locks, seats or windows of the rented vehicle.
- Damages or loss caused to the interior, exterior and mechanical parts and elements of the vehicle, in the event that the rented vehicle was stolen or that an attempt was made to steal it.

B) Optional Modality: Complete exemption of liability (SMART rate)

Under this modality, and notwithstanding the aforementioned, CENTAURO completely exempts the CLIENT, in exchange for the payment of additional fees for the rental of the vehicle as specified in the Commercial Conditions of this contract, of liability for damages caused to the vehicle or caused due to its theft, for which the CLIENT would be liable under the aforementioned modality "CDW + TP".

The CLIENT may not opt for this contract modality after having signed a contract for rental.

C) Damages not covered by either contract modality

Irrespective of the contract modality chosen by the CLIENT, the latter will be liable to CENTAURO, for full payment of costs (including loss of profit derived from inability to rent the vehicle) for damages caused due to any of the following circumstances:

- Damages due to accidents caused by a serious breach of traffic law, or the commission of conduct which constitutes a crime against road traffic safety.
- Damages caused by driving under the influence of alcohol or drugs.

- Damages caused to the rented vehicle due to accidents caused by inappropriate driving or grossly negligent conduct on the part of the CLIENT or by authorized drivers, as proven in judicial proceedings.
- Damages caused to key copies returned to the renter, for the opening of the vehicle, and to the upholstery.
- Damages caused due to climatic events, as well as related expenditures derived from the same (except force majeure events).
- Damages to the vehicle outside of pick up country if the Cross Border road assistance cover has not been purchased.
- Road assistance in case of fuel freezing.
- Damage/loss of child seats.
- Damage/loss/theft of keys, hydraulic jack, safety triangles, jackets, wipers, petrol caps, loading shelf or any other fixed or mobile component(s) of the vehicle, as well as the use of fire extinguishers or first aid kits other than in case of an accident with the vehicle.
- Damage to the engine due to negligence.
- Damages to the engine due to inadequate refueling of the vehicle.
- Theft of the vehicle with the keys still in the ignition.
- Fines for traffic offences or violations of the law during the rental period are the responsibility of the driver of the vehicle. In the event of receiving a fine, for each communicated fine the amount of €40 will be charged as a penalty for breach of contract in Spain, Portugal and Greece (the client will be entitled to a refund of the penalty for fines in the event of a subsequent administrative or judicial resolution rendering the communicated fine ineffective).
- Toll usage by THE CLIENT, as well as any amount derived from them (surcharges, etc.).

### ***6.3 Damages to THE CLIENT'S PROPERTY***

The damage, loss or theft of any goods which are the property of the CLIENT found in the vehicle are completely and exclusively at their expense, and are not covered by any insurance policy, nor under either of the contract modalities specified in the above section. CENTAURO assumes no responsibility for the custody or delivery of property owned by the CLIENT and left in the vehicle after the end of the rental.

## **7. ACCIDENTS**

The CUSTOMER agrees to immediately inform CENTAURO of any accident, and to transmit all notifications in regard to any claim, as well as to fully cooperate with the investigation, and work with CENTAURO as well as the Insurance Company, and to defend against any claim and procedure.

In any event, at the time of the accident or other loss, the CLIENT will:

- Will obtain all pertinent information from the opposing party, including all circumstances regarding the accident.
- If the obtainment of the corresponding friendly accident report is not possible, you will immediately notify the police authorities and obtain a copy of the police report.

In the event that THE CLIENT does not provide a friendly report of an accident or a police report, CENTAURO reserves the right to consider THE CLIENT responsible for the incident.

The Client undertakes to be truthful in all statements and explanations, oral and written, made with respect to the circumstances in which the damages took place. The Client shall be liable to Centauro and its insurer for any damages that may arise from false, erroneous or biased statements or explanations. Centauro reserves the right not to accept the statements or explanations of the client.

## **8. REPAIRS, LUBRICANTS, OILS AND FUELS.**

CUSTOMER must check all fluid levels every 1000 km and replace them if necessary. The costs for replacement of fluids (except those that occur due to negligence), will be reimbursed after the submission of corresponding receipts that prove proof of purchase. The repairs resulting from damages and/or malfunctions will be carried out in workshops that CENTAURO designates to for these purposes, and will borne all charges for the costs of the repairs, subject to the parties' compliance with conditions imposed in this agreement. If it is necessary to use workshops not agreed to by CENTAURO, the CUSTOMER must receive prior authorization to do so, and the cost of the repair performed will be reimbursed to the CUSTOMER

subsequent to the submission of receipts which detail all repair services rendered and their respective costs.

The CUSTOMER must refuel the vehicle with the type of fuel suitable for the same, whose costs will be borne by the CUSTOMER.

CENTAURO will refund the sum delivered in escrow to secure the payment of fuel that is delivered with the leased vehicle when such is expressly stated under the terms and conditions of the agreement as selected by the CUSTOMER.

The price of the fuel consumed is calculated according to the average market fuel price. Please see the Commercial Conditions at [centauro.net](http://centauro.net) for more information.

## ***9. JURISDICTION AND APPLICABLE LAW***

**Applicable law.** The contract shall be governed by Portuguese law.

**Jurisdiction – consumers.** Where the Client has the status of a consumer or user, the legally established jurisdiction rules shall apply.

**Jurisdiction – non-consumers.** Where the Client does not have the status of a consumer or user, and only to the extent permitted by law, the parties expressly agree to submit to the Courts of the registered office of Centauro.

The client is informed that they have at their disposal the Customer Service & Claim forms of CENTAURO, as well as information on entities of alternative resolution of consumer litigation on the web: <https://www.centauro.net/en/help-center/contact-form/>

Notwithstanding the foregoing, and pursuant to the provisions expressly agreed in Article 38 of the Spanish Law 16/1987, of 30 July, on Land Transport Regulations, CENTAURO expressly states its wish against the settlement of any dispute arising from contracting hire car services through the Transport Arbitration Court.

## ***10. CONSUMER DISPUTES***

In the case of a consumer dispute, defined under the terms of the provision in Law No. 144/2015 of September 8, the consumer can appeal to the competent alternative consumer dispute body.

Regardless of the provisions in the legislation, articles of association and regulations to which the alternative consumer dispute bodies are bound, they shall be deemed to have competence to settle customer disputes for the sale and purchase of the good or service provision, or alternatively, a specialized alternative consumer dispute body shall have competence, if it exists in the sector in question.

If there is no alternative dispute resolution body where the contract was concluded, or those that exist are not considered competent because of the contract value, the consumer may appeal to the Lisbon Consumer Conflicts Centre, in Lisbon, with email address: [cniacc@unl.pt](mailto:cniacc@unl.pt), and available online: [www.arbitragemdeconsumo.org](http://www.arbitragemdeconsumo.org).

## ***11. HANDLING PERSONAL DATA.***

Responsible for processing: CENTAURO RENT A CAR, LDA. (“CENTAURO”). Address for the purpose of exercising the right to protection of personal data: Rua Fradesso Silveira, 6, Piso 1 A/B, 1300-609 Lisboa, Freguesia de Alcântara, Concelho e Distrito de Lisboa, Portugal.. E-mail: [dpo@centauro.net](mailto:dpo@centauro.net). Contact: (+351) 308 810 777. I. Main purposes of processing: Based on the need to fulfil the contract: Process your registration as a customer to manage the business relationship and your needs as a Centauro customer. | Manage, maintain and ensure the fulfilment of the contractual or pre-contractual relationship that exists between the parties. Based on complying with a legal obligation: To comply with any legal, regulatory or similar obligation, we may pass on your data to public authorities, regulators or government or court bodies. To geolocate the vehicle in the event of request from public authorities. Based on Centauro’s legitimate interest: Centauro may carry out business campaigns or communications, by any means, to offer you products and/or services similar to those you have previously hired. | Carry out customer satisfaction surveys and analysis of your needs to match our offers with your profile. | Record your voice and/or image to maintain quality of service and, if necessary, manage complaints and other procedures. | Communicate your non-confidential data to insurers for travel assistance in case of accidents or traffic incidents. | Communicate your data to Centauro and its group (Grupo Mutua Madrileña), particularly, MUTUA MADRILEÑA AUTOMOVILISTA,

**S.S.P.F.; AUTOCLUB MUTUA MADRILEÑA, S.L.U.; MUTUAMAD MOBILITY, S.L.U.; SILDOSCAN SPAIN, S.L.; CENTAURO RENT A CAR, S.L.U.; NORDIC BUS, S.L.U.; CENTAURO RENT A CAR ITALY, S.r.L.; CENTAURO RENT A CAR, L.D.A.; NORDICWHEELS, L.D.A.; CENTAURO RENT A CAR GREECE, SINGLE MEMBER S.A.; and others, so that we may locally provide vehicle hire services requested by customers and complementary services, and also to centralize administrative and IT processes. | Communicate and/or reply to notifications from any public or private authorities regarding administrative proceedings for motoring offences or to identify drivers who fail to pay toll fees. Geolocation of the vehicle on Centauro's premises and in case of theft or wrongful appropriation, as well as if it is detected that the vehicle has left the territory authorized by the contract, either because it is not permitted or because the external cover has not been contracted. | Based on your consent: Analyse your needs by consulting internal and external sources, as well as our advertising partners to present relevant and targeted advertising according to your preferences. To verify your identity and documents through a facial recognition system. To geolocate the vehicle for requested roadside assistance. To collect driving data for the purpose of analyzing. II. Data Recipients. Public authorities, regulators or governmental or court bodies. | Toll-road operators and/or police authorities. | Insurance companies to provide travel assistance in case of traffic incidents or accidents, companies within the Centauro Group to provide suitable local services for vehicle hire requested by customers and complementary services, as well as to centralize administrative and IT processes and for publicity purposes, and also to partner companies that have presented sufficient data protection guarantees to Centauro. | Communicate and/or reply to notifications from any public or private authorities regarding administrative proceedings for motoring offences or to identify drivers who fail to pay toll fees. III. Rights to the protection of personal data. You may exercise your rights to access, rectify, delete, limit or oppose data processing, data portability and the right not to be subject to automated decisions, if applicable, as detailed in "Additional Information". IV. Additional information. You can consult detailed additional information about our Privacy Policy for Customers on our**

**website <https://www.centauro.net>. As previously indicated, to inform you about the best offers for products and services that Centauro can provide to you and that best match your interests, we need you to give us your consent: I expressly agree that Centauro can create a profile based on my consumption habits using internal and external information, as well as communicate my data to its advertising partners to offer me special offers on products or services suitable for my needs:  Yes**

## **GENERAL TERMS AND CONDITIONS FOR SELF-DRIVE HIRE CARS IN ITALY**

### **1. GENERAL OBLIGATIONS**

CENTAURO, acting in the capacity of lessor, shall rent to THE CUSTOMER (meaning both the main driver and the person responsible of payment) established as lessee the vehicle described in this Contract (or the vehicle which may be handed over as a replacement, where necessary), subject to the terms, conditions and rates established in the CENTAURO Commercial Conditions at centauro.net -and/or in any annex to this document - and the CUSTOMER undertakes to comply, expressly acknowledging having read and accepted the conditions established in this Contract, and having not stated any doubts or disagreements with the content.

THE CUSTOMER is expressly advised that CENTAURO cannot respond to claims for the provision of the services offered in cases where it is duly justified that the claimant has breached the terms and conditions of the contracts previously entered into with CENTAURO, both in cases of non-payment for the services provided and in cases where there has been an unreasonable extension of the hired services without the corresponding authorisation from CENTAURO; all of the foregoing in accordance with the recourses expressly included in existing consumer protection law which may be applicable.

In order to objectively minimise the risks arising from driving motor vehicles, the following persons cannot be included as drivers in the contract entered into for the hire car:

1.-) Persons aged below nineteen (19).

Notwithstanding the foregoing and in accordance with existing rates published by this company, THE CUSTOMER is expressly advised that drivers who are, when taking out this Contract, aged between 19 and 24 years old, must pay the specified additional “young driver” charge, whereas those aged above 75 years old must pay the corresponding additional “senior driver” charge.

2.-) Persons with a driving licence valid for less than one (1) year, that is not valid, or is not approved in the country of hire (the CUSTOMER is directly responsible for the validation and approval of the driving

license, exempting Centauro Rent a Car from any responsibility under any circumstance.

3.-) That being main drivers they do not show the original driving licence license at the time of signing this document, unless they have previously obtained a Centauro ID on the digital platform of our website.

4.-) Persons with a driving licence carrying legal and/or criminal charges.

5.-) Persons who, when taking out the Contract, have an evident physical or mental incapacity, meaning they are not in a suitable condition for driving.

THE CUSTOMER, who is liable for any damages caused to the vehicle or third parties, agrees to ensure that no other person other than those that are listed as the drivers in the Contract, drive the vehicle.

For Italy

Likewise, and in order to prevent potential risks caused by boat crossings or in any other form of transport necessary in these cases, THE CUSTOMER expressly agrees not to travel with the vehicle on an island other than the island where the vehicle was handed over and to not travel with it by ferry.

Nor may THE CUSTOMER travel outside Italy with the hired vehicle, unless his/her intention to do so has been stated in the CENTAURO office when hiring the vehicle, in which case THE CUSTOMER must take out the existing road assistance authorising travel to the territories of France, Monaco, Switzerland, Austria and San Marino (the only countries where circulation shall be allowed under such circumstances).

Failure to comply with any of the obligations accepted by each of the parties to this contract will entitle the other to demand its compliance or terminate it, as well as to take the appropriate measures for the recovery of the vehicle (in case of breach by the lessee), or for the return of the amounts paid (in case of breach by the lessor), all without prejudice to the possibility of claiming damages that may have been caused as a result of such breach.

This vehicle rental agreement without driver is executed so that THE CLIENT may use and dispose of the vehicle for their personal use, expressly assuming civil, administrative, or even criminal liability that may arise from any improper use thereof, or from the commission of any type of administrative or criminal offense that may be carried out with it. In the event that the vehicle is seized by the police, CENTAURO may terminate the rental agreement for the purpose of recovering possession of the vehicle.

If THE CUSTOMER commits any type of action that may give rise to civil liability of any kind that CENTAURO must face, or which may constitute civil liability, administrative or criminal offence, CENTAURO shall be entitled to claim damages not only for the amount of the compensation or penalties faced, but also for the total sum of the damages caused as a consequence of non-use the vehicle described in this rental contract.

The CUSTOMER expressly declares that it shall not use nor shall it allow for the use of the hired vehicle to provide occasional public transportation for passengers without the required authorisations and licences. If the vehicle described in this Contract is reported by members of the state security forces, or any other authority empowered for this purpose, for undertaking the aforementioned practice, CENTAURO expressly reserves the right to exercise, before THE CUSTOMER, all necessary actions in any jurisdiction.

Centauro renews its fleet of vehicles annually, providing the latest models with the highest reliability. Therefore, Centauro only keeps vehicles in its fleet for a specified period of time or mileage.

Failure to comply with these parameters may result in damages and losses for Centauro. For this reason, Centauro reserves the right, during the contract period, to replace the vehicle provided to the Customer if the vehicle has already been in Centauro's fleet for a certain period of time or has reached a specific mileage.

Depending on the time interval or mileage, it may be necessary, during the contract period, to replace the vehicle provided to the customer with another equivalent vehicle belonging to the same category

agreed upon on the contract. The Customer will be duly informed of the need to change the vehicle and is obligated to return the vehicle at the time and date specified at the designated Centauro office, as well as to comply with any other measures required for the vehicle exchange. This circumstance does not constitute termination of the contractual relationship.

If the Customer fails to return the vehicle or does not return it at the specified time and date, they will be subject to a penalty for each day of delay as outlined in "6. Reservation Conditions" of the Commercial Terms. Centauro also reserves the right to claim additional compensation for any damages and losses that may be incurred.

## ***2. USE OF THE VEHICLE BY THE CUSTOMER***

CENTAURO expressly declares that the vehicle delivered is suitable for travel with the necessary safety equipment and the relative documentation so that the vehicle may circulate. The equipment and accessories, and all tyres (including the spare or repair kit if applicable) are in good condition and are not punctured.

Upon delivery, the CUSTOMER is required to verify that the vehicle conditions are compliant with that found in the report and to report any insignificant damages.

THE CUSTOMER expressly agrees to:

- Maintain the vehicle in good condition and do not expose it to potential risks.
- Respect the rules of the road applicable in each territory, according to the specifications of use of the type of vehicle in question. In particular, the parties expressly agree that the undertaking of any conduct that involves a breach of the rules of the road, violation of laws, or the commission of a crime against traffic safety will be considered as a fundamental breach of the obligations assumed in this contract, which may lead to the termination of the contract and/or the claim to corresponding compensation for damages caused, (in addition to the appropriate penalties for breach of contract established)

including those corresponding to the costs and expenses incurred by CENTAURO as a result of such conduct.

- Not to carry out activities for the purpose of subleasing the vehicle, nor to transport persons or goods, or undertake activities for the purpose of subleasing the vehicle, which break the Law or existing legal provisions or whose number (weight, quantity and/or volume) exceed the limits specified by the vehicle manufacturer or the law.
- Not to drive under the influence of alcoholic beverages, drugs, other narcotic substances or with physical capacities impaired by fatigue, illness or any other circumstance which makes driving inadvisable.
- Not to use the vehicle to push or tow another vehicle(s), trailers or rolling/non-rolling objects.
- Not to take part in competitions or sports races, whether official or unofficial.
- Not to use or carry out resistance tests for materials, accessories or automobile products not provided and/or authorised by CENTAURO.
- Not to transport objects or goods whose transportation is prohibited or subject to administrative authorization or to transport flammable, dangerous, radioactive, toxic and/or harmful goods.
- Not to provide as a security, pledge, sell, rent, assign, mortgage, loan or even change or modify any part of the vehicle, including the documents, keys, tools and accessories, or the vehicle itself.
- Lock the vehicle, in a suitable, appropriate and safe place when it is not being used, and keep its documentation inside the vehicle.
- Immediately halt the vehicle in the event of the slightest external or explicit (indicators) suggestion of the existence of a technical failure. In such cases, the CUSTOMER must contact the nearest CENTAURO office, or the designated by CENTAURO Assistance Company as soon as possible, avoiding any contacts, requesting services or paying other assistance companies, except in cases of the utmost urgency.

- Not drive with the hire car in unpassable areas or unpaved roads that are not suitable for circulation, as these may damage the lower part of the bodywork and/or cause other kinds of damage.
- Follow the specific instructions and pay the corresponding charges on tolls roads

### **3. RETURNING THE VEHICLE**

The vehicle shall be returned in the same condition it was handed over in, and with the same documents, accessories and equipment, in the place, on the date and at the time agreed as the end of the rental contract period. THE CUSTOMER expressly assumes the legal consequences arising from the changes made to the hire car which have not been expressly authorised by CENTAURO. Failure to return the vehicle on the date and time set out in the Contract authorizes Centauro Rent a Car to charge customers for any additional days the vehicle is used after it should have been returned plus a 50€ penalty per day.

Under no circumstances shall the rental contract be considered tacitly extended due to the fact that THE CUSTOMER does not return the vehicle in question upon the agreed date for ending the Contract, requiring the express, written authorisation of CENTAURO for such extension (by THE CUSTOMER making a new reservation which is subject to availability and by paying the corresponding rate).

CENTAURO may also start the appropriate legal proceedings to enforce compliance of the provisions expressly agreed between the parties, including commencing the corresponding criminal proceedings for the potential crime.

### **4. RENTAL FEES**

In execution of this Contract, the CUSTOMER is required to pay:

- the rate for the rental of the vehicle, in addition to taxes and accessories, as well as any damage caused to the vehicle and/or its internal equipment.
- In cases where, following the return of the vehicle, additional cleaning is required due to the excessive dirtiness of the car, an additional charge of €100 against evidence of the cost of the service provided.

- Where THE CUSTOMER unilaterally changes the conditions agreed in the Contract, by way of example, returning the vehicle after the end of the rental period in a different place to that initially agreed or allowing the vehicle to be driven by a person not initially included as an additional driver, the current rate for each case covered.
- In the case where THE CUSTOMER requests assistance, **the towing costs, or any other expense incurred by said assistance**, except in cases where the assistance is required as a result of a technical failure in the vehicle and through assistance companies designated for this purpose by CENTAURO.
- If, following the termination of the hire car contract, a positive accounting balance remains in favour of THE CUSTOMER, CENTAURO will immediately pay the resulting amount via the same payment method originally used by THE CUSTOMER, but shall not be liable for any delays caused due to processes to be carried out by the banking or credit institutions.
- Furthermore, the CLIENT is responsible for the payment of tolls, fines, parking charges, penalties and legal expenses for fines committed during the rental period and in accordance to the applicable regulations (including expenses for congestion fees or limitation of traffic) incurred by THE CLIENT during the rental period of the contract, although they may have been paid by CENTAURO (in the cases provided for in Article 5); as well as any legal expenses related to the rented vehicle during the rental period.

## ***5. POSSIBLE ADDITIONAL CHARGES***

In the case of non-compliance with the obligations undertaken in this agreement, on the part of the CUSTOMER, the same will have to pay the sum amount established and/or arising out of the general conditions of the agreement, authorizing CENTAURO to charge related fees to the credit card provided by the CUSTOMER, with reason given to the CUSTOMER for their collection and justification of the amount to be charged.

In particular, the CUSTOMER expressly agrees to accept the charges resulting from damages caused as a result of infringement of the obligations set forth in this agreement, due to of the following reasons:

- Compensation for any damage/loss caused to the vehicle and for which coverage is not justified and/or contracted by the CUSTOMER together with the expense costs for the immobilization of the vehicle (justified costs that may arise due to road assistance, tow truck, vehicle deposit, etc.,)
- The customer is responsible for paying fines for traffic code violations or legal infractions during the rental period, following the notification of the infraction report by the competent authority. CENTAURO may find itself obligated, in exceptional cases, to pay on behalf of the offender, particularly when it has not been possible for the competent authority to notify the report to the offender due to inability to identify or locate them, in cases where joint liability for payment of fines applies, or when immediate payment is necessary to avoid serious and irreparable harm to CENTAURO. In such cases, the driver will be required to reimburse an amount equivalent to the sum paid by CENTAURO in fines on their behalf.
- Damage caused by the CUSTOMER'S negligence, which expressly include loss of keys, refuelling errors, loss of accessories and/or instruments inside the vehicle.
- Compensation equivalent to the amount paid by CENTAURO for tolls used by THE CLIENT, as well as any amount derived from them (surcharges, etc.).

## ***6. REGULATIONS FOR DAMAGES DERIVED FROM VEHICLE USAGE***

### ***6.1 Damages to THIRD PARTIES***

Pursuant to current law, CENTAURO maintains, at all times, active insurance contracts with first rate companies which cover civil liability or liability of drivers of rental cars for personal and material damages caused to third parties related to the use of the aforementioned vehicles.

Insurance of vehicles of the CENTAURO fleet will be contracted with any of the following companies: Generali, Mutua Madrileña, Groupama Mapfre, Reale, Zurich, Helvetia and Axa, which all provide nationwide coverage.

The framework of this insurance policy also includes, within certain limits, personal damage (death, total and partial disability, healthcare costs) suffered by the authorized driver (only valid for Spain, Portugal & Greece)

Upon signing this contract, the authorized drivers are deemed covered by this insurance.

The limitations of liability covered by this insurance policy are, at least, those which are, at any time, necessarily anticipated according to current legislation.

Notwithstanding the rights of the damaged third party, the CLIENT is informed that this policy includes a deductible for all damages which can be claimed by CENTAURO, with the amount indicated in the Commercial Conditions. In addition, the CLIENT is informed of the right of the insurance company to claim damages from the CLIENT for any damages not covered by the insurance policy.

THE CLIENT may consult the general conditions of the insurance policy at any time.

## ***6.2 Damages TO THE VEHICLE***

CENTAURO shall hold the CLIENT liable for the correct preservation and utilization of the vehicle by him/herself, authorized drivers and other occupants of the aforementioned vehicle, by virtue of the provisions and in any case in accordance with the provisions of Article 1,588 of the Italian Civil Code.

Notwithstanding the above, and that which will be set out further in this document, CENTAURO offers the CLIENT rental of the vehicle under two modalities.

The responsibility assumed by THE CUSTOMER against CENTAURO for the damages caused to the vehicle will be established at the time of contracting by virtue of the Damage Amount List indicated in the rental Commercial Conditions.

A) Default modality: Limited Exemption of liability (Collision Damage Waiver or CDW) + Limited exemption of liability due to theft of the vehicle (Theft Protection or TP)

Under this modality, CENTAURO partially exempts the CLIENT of liability for damages caused to the vehicle.

Under these conditions, CENTAURO will only hold the CLIENT liable for the maximum amount expressly stated in the contract under the section DEDUCTIBLE for damages caused to the vehicle (determined in accordance to the list referenced in the Commercial Conditions).

In any event, for limitation of liability to take effect, declaration of damages will be necessary, and in this case, the presentation of the corresponding accident report/police report outlining all details relevant to the reported accident or disaster (details of vehicles and/or people involved, as well as a description of the events and damages that occurred).

In addition, under this modality, CENTAURO partially exempts the CLIENT of liability for damages caused by theft of the vehicle or its parts or components, excluding the amount expressly stipulated in the contract under the section DEDUCTIBLE, which must be provided by the CLIENT.

In any event, for limitation of liability to take effect, the keys to the rented vehicle must be returned upon reporting the event to CENTAURO, as well as a copy of the criminal complaint which was presented to the relevant authorities.

As specified in the Commercial Conditions of this contract, rental of the vehicle under this modality implies the obligation of the CLIENT to pay a deposit in order to guarantee payment of said liabilities.

Notwithstanding the aforementioned, it is expressly stated to the CLIENT that limited exemption from liability does not include damages caused in any of the following circumstances, in which case CENTAURO may claim payment of the full amount:

- Damages caused to tires, whether they are caused by impact or by excessive weight on the rented vehicle.
- Damages caused to the doors locks or cylinder locks, as well as to the windows of the rented vehicle.

- Damages caused due to theft of the wheels, parts of the inferior portion of the vehicle, roof, double headed spanners, cylinder locks, seats or windows of the rented vehicle.
- Damages or loss caused to the interior, exterior and mechanical parts and elements of the vehicle, in the event that the rented vehicle was stolen or that an attempt was made to steal it.

#### B) Optional Modality: Complete exemption of liability (SMART rate)

Under this modality, and notwithstanding the aforementioned, CENTAURO completely exempts the CLIENT, in exchange for the payment of additional fees for the rental of the vehicle as specified in the Commercial Conditions of this contract, of liability for damages caused to the vehicle or caused due to its theft, for which the CLIENT would be liable under the aforementioned modality “CDW + TP”.

The CLIENT may not opt for this contract modality after having signed a contract for rental.

#### C) Damages not covered by either contract modality

Irrespective of the contract modality chosen by the CLIENT, the latter will be liable to CENTAURO, for full payment of costs (including loss of profit derived from inability to rent the vehicle) for damages caused due to any of the following circumstances:

- Damages due to accidents caused by a serious breach of traffic law, or the commission of conduct which constitutes a crime against road traffic safety.
- Damages caused by driving under the influence of alcohol or drugs.
- Damages caused to the rented vehicle as a result of accidents arising from inappropriate driving or the grossly negligent behavior of the CLIENT or authorized drivers, in a judicial proceeding in case of disagreement. In any case, the provisions of Article 1,588 of the Italian Civil Code shall apply.
- Damages caused to key copies returned to the renter, for the opening of the vehicle, and to the upholstery.

- Damages caused due to climatic events, as well as related expenditures derived from the same (except force majeure events).
- Damages to the vehicle outside of pick up country if the Cross Border road assistance cover has not been purchased.
- Road assistance in case of fuel freezing.
- Damage/loss of child seats.
- Damage/loss/theft of keys, hydraulic jack, safety triangles, jackets, wipers, petrol caps, loading shelf or any other fixed or mobile component(s) of the vehicle, as well as the use of fire extinguishers or first aid kits other than in case of an accident with the vehicle.
- Damage to the engine due to negligence.
- Damages to the engine due to inadequate refueling of the vehicle.
- Theft of the vehicle with the keys still in the ignition.
- Fines for traffic offences or violations of the law during the rental period are the responsibility of the driver of the vehicle. In the event of receiving a fine, for each communicated fine the amount of €40 will be charged as a penalty for breach of contract in Spain, Portugal and Greece (the client will be entitled to a refund of the penalty for fines in the event of a subsequent administrative or judicial resolution rendering the communicated fine ineffective).
- Toll usage by THE CLIENT, as well as any amount derived from them (surcharges, etc.).

### ***6.3 Damages to THE CLIENT'S PROPERTY***

The damage, loss or theft of any goods which are the property of the CLIENT found in the vehicle are completely and exclusively at their expense, and are not covered by any insurance policy, nor under either of the contract modalities specified in the above section. CENTAURO assumes no responsibility for the custody or delivery of property owned by the CLIENT and left in the vehicle after the end of the rental.

## ***7. ACCIDENTS***

THE CUSTOMER is required to notify CENTAURO within, and not later than, 48 hours if the vehicle is involved in a traffic accident or has been damaged, even if no third parties are involved.

In any case, at the time of the accident, THE CUSTOMER:

- Shall obtain full details from the other party, and all the circumstances surrounding the accident.
- If the obtainment of the corresponding friendly accident report is not possible, you will immediately notify the police authorities and obtain a copy of the police report.

In the event that THE CLIENT does not provide a friendly report of an accident or a police report, CENTAURO reserves the right to consider THE CLIENT responsible for the incident.

The Client undertakes to be truthful in all statements and explanations, oral and written, made with respect to the circumstances in which the damages took place. The Client shall be liable to Centauro and its insurer for any damages that may arise from false, erroneous or biased statements or explanations. Centauro reserves the right not to accept the statements or explanations of the client.

### ***8. REPAIRS, LUBRICATION, OILS AND FUELS.***

THE CUSTOMER must check liquid levels every 1,000 kilometres and replace them if necessary. Liquid replacement costs (excluding those resulting from negligence), shall be paid after submission of the corresponding supporting documents (receipts) for the service performed. The cost of repairs arising from damages and/or breakdowns, carried out in the expressly agreed garages/workshops, shall be borne by CENTAURO, provided the conditions established herein are met. If repairs must be made in garages/workshops not agreed with CENTAURO, CENTAURO'S approval shall be requested, and the cost of the repairs shall be refunded to the CUSTOMER upon submission of the supporting documents (receipts) for the services provided, and the amount these total.

THE CUSTOMER must refuel the vehicle with the suitable type of fuel, and shall bear the cost of this.

CENTAURO shall return the amount delivered to the CUSTOMER as a deposit to guarantee the fuel payment at the same time as the return of the hire car, when expressly established in the type of hire care conditions chosen by the customer.

The price of the fuel consumed is calculated according to the average market fuel price. Please see the Commercial Conditions at [centauro.net](http://centauro.net) for more information.

## **9. JURISDICTION AND APPLICABLE LAW**

**Applicable law.** The contract shall be governed by Italian law.

**Jurisdiction – consumers.** Where the Client has the status of a consumer or user, the legally established jurisdiction rules shall apply.

**Jurisdiction – non-consumers.** Where the Client does not have the status of a consumer or user, and only to the extent permitted by law, the parties expressly agree to submit to the Courts of Milan.

The client is informed that they have at their disposal the Customer Service & Claim forms of CENTAURO, as well as information on entities of alternative resolution of consumer litigation on the web: <https://www.centauro.net/en/help-center/contact-form/>

Notwithstanding the foregoing, and pursuant to the provisions expressly agreed in Article 38 of the Spanish Law 16/1987, of 30 July, on Land Transport Regulations, CENTAURO expressly states its wish against the settlement of any dispute arising from contracting hire car services through the Transport Arbitration Court.

## **10. HANDLING PERSONAL DATA.**

**Data controller.** CENTAURO RENT A CAR ITALY, S.R.L. sole partner ("CENTAURO"), based in Trento (TN), Via Benedetto Giovannelli 37, 38122 and under management of CENTAURO RENT A CAR, SLU. Fiscal code and registration number at the Registry of the Imprese of Trento n° 02480910229, social capital of euro 10,000 (iv). E-mail: [dpo@centauro.net](mailto:dpo@centauro.net). Phone: (+39) 0683 662 959. **I. Purposes of processing personal data.** Based on the execution of the contractual relationship: Elaborate the customer's request, so as to manage the business relationship and meet their needs. Manage the fulfilment of the mutually binding contractual or pre-contractual obligations between the client and Centauro: Provide, on-site, rental services for vehicles without a driver and additional services. Based on a legal obligation. Comply with any legal obligations or regulations. To geolocate the vehicle in the event of request from public authorities.

Based on the legitimate interest of Centauro. Carry out promotional activities through any means, with the aim of offering products and/or services similar to those covered by the contract. Check the customer satisfaction levels and the analysis of their needs, to adapt the various offers to their profile. Record the customer's voice and/or image, to maintain the quality of the service and, if necessary, deal with complaints and other procedures. Geolocation of the vehicle on Centauro's premises and in case of theft or wrongful appropriation, as well as if it is detected that the vehicle has left the territory authorized by the contract, either because it is not permitted or because the external cover has not been contracted. Based on the customer consent. To study the client's needs by consulting internal and external sources, as well as advertising partners, so as to send relevant and segmented advertising, according to their preferences. To verify your identity and documents through a facial recognition system. To geolocate the vehicle for requested roadside assistance. To collect driving data for the purpose of analyzing. **II. Recipients of personal data.** Public authorities, regulatory authorities and local authorities. Insurance companies, for roadside assistance in the event of car accidents or traffic accidents. Centauro and its group (Grupo Mutua Madrileña), particularly MUTUA MADRILEÑA AUTOMOVILISTA, S.S.P.F.; AUTOCLUB MUTUA MADRILEÑA, S.L.U.; MUTUAMAD MOBILITY, S.L.U.; SILDOSCAN SPAIN, S.L.; CENTAURO RENT A CAR, S.L.U.; NORDIC BUS, S.L.U.; CENTAURO RENT A CAR ITALY, S.r.L.; CENTAURO RENT A CAR, L.D.A.; NORDICWHEELS, L.D.A.; CENTAURO RENT A CAR GREECE, SINGLE MEMBER S.A., for the correct execution of rental services and centralization of computerized administrative procedures, as well as third-party companies that operate in collaboration with Centauro. **III. Customer rights regarding the protection of personal data.** With reference to personal data processed for the purposes indicated above, the customer has the possibility to exercise the rights of access, rectification, deletion, limitation and opposition to the processing of data, data portability and can choose not to be subjected to automated decisions, as specified in the "Further information" section. **IV. Further information.** You can consult in detail any further information on the processing of personal data by Centauro on the website:

<https://www.centauro.net> According to what has been described, in order to transmit the best offers on the products and services that Centauro is able to offer, most of which respond to customer interests, it is necessary to give consent as follows: I consent for Centauro to **create a profile of my behaviour as a consumer** through internal and external information and to communicate my data to its advertising partners, in order to send me special offers on products or services, tailored to my needs  **Yes**

## ***GENERAL TERMS AND CONDITIONS FOR SELF-DRIVE HIRE CARS FOR GREECE***

### ***1. PARTIES AND GENERAL OBLIGATIONS***

CENTAURO, acting in the capacity of lessor, shall rent to THE CUSTOMER (meaning both the main driver and the person responsible of payment) established as lessee the vehicle described in this Contract (or the vehicle which may be handed over as a replacement, where necessary), subject to the terms, conditions and rates established in the CENTAURO Commercial Conditions at [centauro.net](http://centauro.net) -and/or in any annex to this document - and the CUSTOMER undertakes to comply, expressly acknowledging having read and accepted the conditions established in this Contract, and having not stated any doubts or disagreements with the content. The CUSTOMER is expressly warned that CENTAURO may not comply with the demands made for the provision of the services offered, in those cases in which it is duly justified that the applicant has failed to comply with the terms and conditions of the contracts entered into previously with CENTAURO, both in cases of non-payment of the services provided and in those cases in which there has been an undue prolongation of the contracted services without the corresponding knowledge or authorization by CENTAURO, and all this in accordance with current consumer legislations which does not affect you statutory rights.

In order to objectively minimise the risks arising from driving motor vehicles, the following persons cannot be included as drivers in the contract entered into for the hire car:

1.-) Persons aged below nineteen (19).

Notwithstanding the foregoing and in accordance with existing rates published by this company, THE CUSTOMER is expressly advised that drivers who are, when taking out this Contract, aged between 19 and 24 years old, must pay the specified additional “young driver” charge, whereas those aged above 75 years old must pay the corresponding additional “senior driver” charge.

2.-) Persons with a driving licence valid for less than one (1) year, that is not valid, or is not approved in the country of hire (the CUSTOMER

is directly responsible for the validation and approval of the driving license, exempting Centauro Rent a Car from any responsibility under any circumstance.

3.-) That being main drivers they do not show the original driving licence license at the time of signing this document, unless they have previously obtained a Centauro ID on the digital platform of our website.

4.-) Persons with a driving licence carrying criminal and/or other legal charges.

5.-) Persons who, when taking out the Contract, have an evident physical or mental incapacity, meaning they are not in a suitable condition for driving.

THE CUSTOMER expressly undertakes to not allow any person to drive the vehicle other than those persons appearing as drivers in the Contract executed for this purpose, and shall be held liable for any damage to the vehicle or third parties in such a case.

For Greece: Cross border is not permitted (leaving the mainland). Vehicles collected at any of our locations cannot be taken on any ferry, boat crossings or in any other form of transport necessary in these cases to/between/from any islands or countries.

Failure to comply with any of the obligations accepted by each of the parties to this contract will entitle the other to demand its compliance or terminate it, as well as to take the appropriate measures for the recovery of the vehicle (in case of breach by the lessee), or for the return of the amounts paid (in case of breach by the lessor), all without prejudice to the possibility of claiming damages that may have been caused as a result of such breach.

This vehicle rental agreement without driver is executed so that THE CLIENT may use and dispose of the vehicle for their personal use, expressly assuming civil, administrative, or even criminal liability that may arise from any improper use thereof, or from the commission of any type of administrative or criminal offense that may be carried out with it. In the event that the vehicle is seized by the police, CENTAURO may terminate the rental agreement for the purpose of recovering possession of the vehicle.

If THE CUSTOMER commits any type of action that may give rise to civil liability of any kind that CENTAURO must face, or which may constitute an administrative or criminal offence, CENTAURO shall be entitled to claim damages not only for the amount of the compensation or penalties faced, but also for the total sum of the damages caused as a consequence of not being able to use the vehicle described in this rental contract.

Notwithstanding the foregoing, THE CUSTOMER expressly states that he/she will not use or permit the use of the hire car to perform the occasional public transport of passengers or private transportation initiatives (e.g. peer-to-peer ridesharing, taxi cab related, etc.). If the vehicle described in this Contract is reported by members of the state security forces, or any other authority empowered for this purpose, for undertaking the aforementioned practice, CENTAURO expressly reserves the right to exercise, before THE CUSTOMER, all necessary actions in any jurisdiction, and specifically to start the corresponding criminal proceedings for the alleged offence.

Centauro renews its fleet of vehicles annually, providing the latest models with the highest reliability. Therefore, Centauro only keeps vehicles in its fleet for a specified period of time or mileage.

Failure to comply with these parameters may result in damages and losses for Centauro. For this reason, Centauro reserves the right, during the contract period, to replace the vehicle provided to the Customer if the vehicle has already been in Centauro's fleet for a certain period of time or has reached a specific mileage.

Depending on the time interval or mileage, it may be necessary, during the contract period, to replace the vehicle provided to the customer with another equivalent vehicle belonging to the same category agreed upon on the contract. The Customer will be duly informed of the need to change the vehicle and is obligated to return the vehicle at the time and date specified at the designated Centauro office, as well as to comply with any other measures required for the vehicle exchange. This circumstance does not constitute termination of the contractual relationship.

If the Customer fails to return the vehicle or does not return it at the specified time and date, they will be subject to a penalty for each day of delay as outlined in "6. Reservation Conditions" of the Commercial Terms. Centauro also reserves the right to claim additional compensation for any damages and losses that may be incurred.

## ***2. VEHICLE USE BY THE LESSEE***

CENTAURO expressly states that the vehicle handed over has passed all the mechanical inspections and internal controls undertaken, and is in the general condition recorded in the sheet signed by THE CUSTOMER for this purpose, and has all the necessary documentation, tools and accessories, and all its tyres (including the spare or repair kit if applicable) are in good condition with no punctures.

THE CUSTOMER expressly agrees to:

- Maintain the vehicle in good condition and do not expose it to potential risks.
- Respect the rules of the road applicable in each territory, according to the specifications of use of the type of vehicle in question. In particular, the parties expressly agree that the undertaking of any conduct that involves a breach of the rules of the road, violation of laws, or the commission of a crime against traffic safety will be considered as a fundamental breach of the obligations assumed in this contract, which may lead to the termination of the contract and/or the claim to corresponding compensation for damages caused, (in addition to the appropriate penalties for breach of contract established) including those corresponding to the costs and expenses incurred by CENTAURO as a result of such conduct.
- For rentals where the vehicle is handed over in the Palma de Mallorca office, and driven around the area of Calvía in order to comply with the express provisions set forth in Municipal Ordinance on Circulation, display, in the place provided for this purpose, the documentation corresponding to the hire contract entered into, provided by CENTAURO. This will also be applicable to other municipalities that incorporate this obligation.

- Not to carry out activities for the purpose of subleasing the vehicle, nor to transport persons or goods, or undertake activities for the purpose of subleasing the vehicle, which break the Law or existing legal provisions or whose number (weight, quantity and/or volume) exceed the limits specified by the vehicle manufacturer or the law.
- Not to drive under the influence of alcoholic beverages, drugs, other narcotic substances or with physical capacities impaired by fatigue, illness or any other circumstance which makes driving inadvisable.
- Not to use the vehicle to push or tow another vehicle(s), trailers, or rolling/non-rolling objects.
- Not to take part in competitions or sports races, whether official or unofficial.
- Not to use or carry out resistance tests for materials, accessories or automobile products not provided and/or authorised by CENTAURO.
- Not to transport objects or goods whose transportation is prohibited or subject to administrative authorization or to transport flammable, dangerous, radioactive, toxic and/or harmful goods.
- Not to provide as a security, pledge, sell, rent, assign, mortgage, loan or even change or modify any part of the vehicle, including the documents, keys, tools and accessories, or the vehicle itself.
- Lock the vehicle correctly, in a suitable, appropriate and safe place when it is not being used and keep its documentation inside the vehicle.
- Immediately halt the vehicle in the event of the slightest external or explicit (indicators) suggestion of the existence of a technical failure. In such cases, THE CUSTOMER must contact the nearest CENTAURO office, or the designated (by CENTAURO) Assistance Company as soon as possible, rejecting the payment of any charges that may arise from the use of other assistance companies, except in cases of the utmost urgency.
- Not drive with the hire car in unpassable areas or unpaved roads which are not suitable for circulation, as these may damage the lower part of the bodywork and/or cause other kinds of damage.

- Follow the specific instructions and pay the corresponding charges on tolls roads.

### **3. RETURNING THE VEHICLE**

The vehicle shall be returned in the same condition it was handed over in, and with the same documents, accessories, and equipment, in the place, on the date and at the time agreed as the end of the rental contract period. THE CUSTOMER expressly assumes the legal consequences arising from the changes made to the hire car which have not been expressly authorised by CENTAURO. Failure to return the vehicle on the date and time set out in the Contract authorizes Centauro Rent a Car to charge customers for any additional days the vehicle is used after it should have been returned plus a 50€ penalty per day.

Under no circumstances shall the rental contract be considered tacitly extended due to the fact that THE CUSTOMER does not return the vehicle in question upon the agreed date for ending the Contract, requiring the express, written authorisation of CENTAURO for such extension (by THE CUSTOMER making a new reservation which is subject to availability and by paying the corresponding rate).

THE CUSTOMER shall be liable for any damage caused to the vehicle after the rental contract validity period has ended and before the vehicle is returned, while CENTAURO may claim any corresponding compensation for the damages caused.

CENTAURO may also start the appropriate legal proceedings to enforce compliance of the provisions expressly agreed between the parties, including commencing the corresponding criminal proceedings for the potential crime of illegal appropriation whereby the state security forces are requested to detain the vehicle.

### **4. RENTAL FEES**

Pursuant to this hire contract, THE CUSTOMER shall be required to pay:

- Charges arising from vehicle hire and taxes and fees for the replacement value for loss of documents, accessories and/or tools.

- In cases where, following the return of the vehicle, additional cleaning is required due to the car being dirty beyond the level expected from normal vehicle use, an additional charge of €100 shall apply, against evidence of the cost of the service provided.
- Where THE CUSTOMER changes the conditions agreed in the Contract, either because he/she requests to return the vehicle after the end of the rental period in a different place to that initially agreed, or because THE CUSTOMER allows the vehicle to be driven by a person not initially included as an additional driver, he/she shall be required to pay the current rate for each case covered.
- If, following the termination of the hire car contract, a positive balance remains in favour of THE CUSTOMER, CENTAURO will immediately pay the resulting amount via the same payment method originally used by THE CUSTOMER, but shall not be liable for any delays caused due to processes to be carried out by the banking or credit institutions.
- If THE CUSTOMER requests assistance, **he/she must pay the towing costs, or any other expense incurred by said assistance**, except in cases where the assistance is required as a result of a technical failure in the vehicle and through assistance companies designated for this purpose by CENTAURO.
- Tolls, fines, parking charges, penalties and legal expenses for fines committed during the rental period and in accordance to the applicable regulations (including expenses for congestion fees or limitation of traffic) incurred by THE CLIENT during the rental period of the contract, although they may have been paid by CENTAURO; as well as any legal expenses related to the rented vehicle during the rental period.

## ***5. POSSIBLE ADDITIONAL CHARGES***

In the case of non-compliance with the obligations undertaken in this agreement, on the part of the CUSTOMER, the same will have to pay the sum amount established and/or arising out of the general conditions of the agreement, authorizing CENTAURO to charge related fees to the credit card provided by the CUSTOMER, with reason given

to the CUSTOMER for their collection and justification of the amount to be charged.

In particular, the CUSTOMER expressly agrees to accept the charges resulting from damages caused as a result of infringement of the obligations set forth in this agreement, due to of the following reasons:

- Compensation for any damage/loss caused to the vehicle and for which coverage is not justified and/or contracted by the CUSTOMER together with the expense costs for the immobilization of the vehicle (justified costs that may arise due to road assistance, tow truck, vehicle deposit, etc.,)
- Compensation equivalent to the amount paid by CENTAURO in the form of fines, from each traffic offence or violation of law by any person authorized as a driver, including penalties for late payment by the lessee.
- Compensation equal to the amount of the damages caused by negligence of THE CUSTOMER, which expressly includes the loss of keys, mistakes when refuelling and the absence of internal elements in the hire car
- Compensation equivalent to the amount paid by CENTAURO for tolls used by THE CLIENT, as well as any amount derived from them (surcharges, etc.).

## ***6. REGULATIONS FOR DAMAGES DERIVED FROM VEHICLE USAGE***

### ***6.1 Damages to THIRD PARTIES***

Pursuant to current law, CENTAURO maintains, at all times, active insurance contracts with first rate companies which cover civil liability or liability of drivers of rental cars for personal and material damages caused to third parties related to the use of the aforementioned vehicles.

Insurance of vehicles of the CENTAURO fleet will be contracted with any of the following companies: Generali, Mutua Madrileña, Groupama Mapfre, Reale, Zurich, Helvetia, Axa and others, which all provide nationwide coverage.

The framework of this insurance policy also includes, within certain limits, personal damage (death, total and partial disability, healthcare costs) suffered by the authorized driver (only valid for Spain, Portugal & Greece)

Upon signing this contract, the authorized drivers are deemed covered by this insurance.

The limitations of liability covered by this insurance policy are, at least, those which are, at any time, necessarily anticipated according to current legislation.

Notwithstanding the rights of the damaged third party, the CLIENT is informed that this policy includes a deductible for all damages which can be claimed by CENTAURO, with the amount indicated in the Commercial Conditions. In addition, the CLIENT is informed of the right of the insurance company to claim damages from the CLIENT for any damages not covered by the insurance policy.

THE CLIENT may consult the general conditions of the insurance policy at any time.

## ***6.2 Damages TO THE VEHICLE***

CENTAURO shall hold the CLIENT liable for the correct preservation and utilization of the vehicle by him/herself, authorized drivers and other occupants of the aforementioned vehicle.

Notwithstanding the above, and that which will be set out further in this document, CENTAURO offers the CLIENT rental of the vehicle under two modalities.

The responsibility assumed by THE CUSTOMER against CENTAURO for the damages caused to the vehicle will be established at the time of contracting by virtue of the Damage Amount List indicated in the rental Commercial Conditions.

A) Default modality: Limited Exemption of liability (Collision Damage Waiver or CDW) + Limited exemption of liability due to theft of the vehicle (Theft Protection or TP)

Under this modality, CENTAURO partially exempts the CLIENT of liability for damages caused to the vehicle.

Under these conditions, CENTAURO will only hold the CLIENT liable for the maximum amount expressly stated in the contract under the section DEDUCTIBLE for damages caused to the vehicle (determined in accordance to the list referenced in the Commercial Conditions).

In any event, for limitation of liability to take effect, declaration of damages will be necessary, and in this case, the presentation of the corresponding accident report/police report outlining all details relevant to the reported accident or disaster (details of vehicles and/or people involved, as well as a description of the events and damages that occurred).

In addition, under this modality, CENTAURO partially exempts the CLIENT of liability for damages caused by theft of the vehicle or its parts or components, excluding the amount expressly stipulated in the contract under the section DEDUCTIBLE, which must be provided by the CLIENT.

In any event, for limitation of liability to take effect, the keys to the rented vehicle must be returned upon reporting the event to CENTAURO, as well as a copy of the criminal complaint which was presented to the relevant authorities.

As specified in the Commercial Conditions of this contract, rental of the vehicle under this modality implies the obligation of the CLIENT to pay a deposit in order to guarantee payment of said liabilities.

Notwithstanding the aforementioned, it is expressly stated to the CLIENT that limited exemption from liability does not include damages caused in any of the following circumstances, in which case CENTAURO may claim payment of the full amount:

- Damages caused to tires, whether they are caused by impact or by excessive weight on the rented vehicle.
- Damages caused to the doors locks or cylinder locks, as well as to the windows of the rented vehicle.
- Damages caused due to theft of the wheels, parts of the inferior portion of the vehicle, roof, double headed spanners, cylinder locks, seats or windows of the rented vehicle.

- Damages or loss caused to the interior, exterior and mechanical parts and elements of the vehicle, in the event that the rented vehicle was stolen or that an attempt was made to steal it.

#### B) Optional Modality: Complete exemption of liability (SMART rate)

Under this modality, and notwithstanding the aforementioned, CENTAURO completely exempts the CLIENT, in exchange for the payment of additional fees for the rental of the vehicle as specified in the Commercial Conditions of this contract, of liability for damages caused to the vehicle or caused due to its theft, for which the CLIENT would be liable under the aforementioned modality “CDW + TP”.

The CLIENT may not opt for this contract modality after having signed a contract for rental.

#### C) Damages not covered by either contract modality

Irrespective of the contract modality chosen by the CLIENT, the latter will be liable to CENTAURO, for full payment of costs (including loss of profit derived from inability to rent the vehicle) for damages caused due to any of the following circumstances:

- Damages due to accidents caused by a serious breach of traffic law, or the commission of conduct which constitutes a crime against road traffic safety.
- Damages caused by driving under the influence of alcohol or drugs.
- Damages caused to the rented vehicle due to accidents caused by inappropriate driving or grossly negligent conduct on the part of the CLIENT or by authorized drivers, as proven in judicial proceedings.
- Damages caused to key copies returned to the renter, for the opening of the vehicle, and to the upholstery.
- Damages caused due to climatic events, as well as related expenditures derived from the same (except force majeure events).
- Damages to the vehicle outside of pick up country if the Cross Border road assistance cover has not been purchased.
- Road assistance in case of fuel freezing.
- Damage/loss of child seats.

- Damage/loss/theft of keys, hydraulic jack, safety triangles, jackets, wipers, petrol caps, loading shelf or any other fixed or mobile component(s) of the vehicle, as well as the use of fire extinguishers or first aid kits other than in case of an accident with the vehicle.
- Damage to the engine due to negligence.
- Damages to the engine due to inadequate refueling of the vehicle.
- Theft of the vehicle with the keys still in the ignition.
- Fines for traffic offences or violations of the law during the rental period are the responsibility of the driver of the vehicle. In the event of receiving a fine, for each communicated fine the amount of €40 will be charged as a penalty for breach of contract in Spain, Portugal and Greece (the client will be entitled to a refund of the penalty for fines in the event of a subsequent administrative or judicial resolution rendering the communicated fine ineffective).
- Toll usage by THE CLIENT, as well as any amount derived from them (surcharges, etc.).

### ***6.3 Damages to THE CLIENT'S PROPERTY***

The damage, loss or theft of any goods which are the property of the CLIENT found in the vehicle are completely and exclusively at their expense, and are not covered by any insurance policy, nor under either of the contract modalities specified in the above section. CENTAURO assumes no responsibility for the custody or delivery of property owned by the CLIENT and left in the vehicle after the end of the rental.

## ***7. ACCIDENTS***

THE CUSTOMER agrees to immediately notify CENTAURO of any accident and send any notifications related to said accident, and to fully cooperate with both CENTAURO and the Insurance Company in the investigation and defence of any claims and proceedings.

In any case, at the time of the accident, THE CUSTOMER:

- Shall obtain full details from the other party, and all the circumstances surrounding the accident.
- If the obtainment of the corresponding friendly accident report is not possible, you will immediately notify the police authorities and obtain a copy of the police report.

In the event that THE CLIENT does not provide a friendly report of an accident or a police report, CENTAURO reserves the right to consider THE CLIENT responsible for the incident.

The Client undertakes to be truthful in all statements and explanations, oral and written, made with respect to the circumstances in which the damages took place. The Client shall be liable to Centauro and its insurer for any damages that may arise from false, erroneous or biased statements or explanations. Centauro reserves the right not to accept the statements or explanations of the client.

### ***8. REPAIRS, LUBRICATION, OILS AND FUELS.***

THE CUSTOMER must check liquid levels every 1,000 kilometres and replace them if necessary. Liquid replacement costs (excluding those resulting from negligence), shall be paid after submission of the corresponding supporting documents (receipts) for the service performed. The cost of repairs arising from damages and/or breakdowns, carried out in the expressly agreed garages/workshops, shall be borne by CENTAURO, provided the conditions established herein are met. If repairs must be made in garages/workshops not agreed with CENTAURO, its express approval shall be required, and the cost of the repairs shall be returned to THE CUSTOMER upon submission of the supporting documents (receipts) for the services provided, and the amount these total. THE CUSTOMER must refuel the vehicle with the suitable type of fuel, and shall bear the cost of this.

CENTAURO shall return the amount handed over as deposit to guarantee the fuel payment handed over with the hire car, when expressly established in the type of hire care conditions chosen by the customer.

The price of the fuel consumed is calculated according to the average market fuel price. Please see the Commercial Conditions at [centauro.net](http://centauro.net) for more information.

### ***9. JURISDICTION AND APPLICABLE LAW***

**Applicable law.** The contract shall be governed by Greek law.

**Jurisdiction – consumers.** Where the Client has the status of a consumer or user, the legally established jurisdiction rules shall apply.

**Jurisdiction – non-consumers.** Where the Client does not have the status of a consumer or user, and only to the extent permitted by law, the parties expressly agree to submit to the Courts of the registered office of Centauro.

The client is informed that they have at their disposal the Customer Service & Claim forms of CENTAURO, as well as information on entities of alternative resolution of consumer litigation on the web: <https://www.centauro.net/en/help-center/contact-form/>

Notwithstanding the foregoing, and pursuant to the provisions expressly agreed in Article 38 of the Spanish Law 16/1987, of 30 July, on Land Transport Regulations, CENTAURO expressly states its wish against the settlement of any dispute in Spain arising from contracting hire car services through the Transport Arbitration Court.

## ***10. HANDLING PERSONAL DATA***

**Entity responsible for processing data:** CENTAURO RENT A CAR GREECE SINGLE MEMBER S.A. (“CENTAURO”). Address: 396, Mesogeion Avenue, 15341 Agia Paraskevi, Attica, Greece. Email: [dpo@centauro.net](mailto:dpo@centauro.net). **I. Main purposes of data handling:** Regarding the execution of the contractual relationship: Process your application as a client to be able to manage the commercial relationship as well as your needs. Manage, maintain and ensure fulfilment with the contractual or pre-contractual relationship that binds us. To geolocate the vehicle in the event of request from public authorities. Regarding a legal obligation: For the fulfilment of any legal obligation or regulation, we shall be able to share your data with public, regulatory or governmental body authorities. To geolocate the vehicle in the event of request from public authorities. Regarding the legitimate interest of Centauro: Centauro commercial activities, by any means, to offer you products and/or services similar to those acquired. Perform customer satisfaction and analysis of your needs to tailor our offers to your profile. Record your voice and/or your image to maintain the quality of the service, and if necessary, manage claims and other procedures. Share your data with insurance companies for roadside

assistance in case of accidents or traffic incidents. Share your data with companies of Centauro and its group (Grupo Mutua Madrileña), particularly MUTUA MADRILEÑA AUTOMOVILISTA, S.S.P.F.; AUTOCLUB MUTUA MADRILEÑA, S.L.U.; MUTUAMAD MOBILITY, S.L.U.; SILDOSCAN SPAIN, S.L.; CENTAURO RENT A CAR, S.L.U.; NORDIC BUS, S.L.U.; CENTAURO RENT A CAR ITALY, S.r.L.; CENTAURO RENT A CAR, L.D.A.; NORDICWHEELS, L.D.A.; CENTAURO RENT A CAR GREECE, SINGLE MEMBER S.A.; and others, with the purpose of providing on-site services of self-driven car rentals requested by the customer, and complementary services, as well as for the centralization of administrative and computer processes. Geolocation of the vehicle on Centauro's premises and in case of theft or wrongful appropriation, as well as if it is detected that the vehicle has left the territory authorized by the contract, either because it is not permitted or because the external cover has not been contracted. Regarding your consent: Analyse your needs by consulting our own sources or external sources as well as our advertising partners to show relevant and segmented advertising according to your preferences. To verify your identity and documents through a facial recognition system. To geolocate the vehicle for requested roadside assistance. To collect driving data for the purpose of analyzing. **II. Recipients of your data:** Public, regulatory, governmental and regional authorities. Insurance companies for roadside assistance in case of incidents or traffic accidents, companies of the Centauro Group for the correct provision of services and for advertising purposes, as well as third-party collaborating companies of Centauro. **III. Data protection rights:** You can exercise your rights of access, rectification, deletion, limitation or opposition to the processing of data, portability of data, and to not be the subject of automated decisions, as detailed in the "Additional Information". **IV: Additional information:** You can view the detailed additional information about our Privacy Policy for customers on our web page: <https://www.centauro.net>. As indicated previously, to share the best offers of products and services that Centauro puts at your disposal and to better tailor them to your interests, we need you to provide your consent: I allow Centauro to carry out a profile of my consumer behaviour through internal and external information, as

well as to share my data with its advertising partners in order to offer me special offers on products or services tailored to my needs.  Yes