



GENERAL RENTAL CONDITIONS

THE SIGNING OF THE RENTAL CONTRACT IMPLIES THE ACCEPTANCE OF EACH AND EVERY ONE OF THE FOLLOWING CONDITIONS: Only the following General Commercial Conditions of Atlantis Motorhomes are valid. Any conditions of the lessee that differ from or are contrary to the General Commercial Conditions of the Lessor will not be accepted. The latter will also be valid when the lessor rents the motorhome to the renter without reservation, even if he is aware of the divergent conditions of the renter.

1. The Owner leases the vehicle in perfect condition of use and conservation, and in perfect mechanical, safety and health conditions. In addition, it expressly authorizes the latter as the Driver of the referred vehicle. The purpose of the contract concluded with the renter is solely the delivery of the vehicle on a rental basis. The renter shall not be liable for the services of the trip or, in particular, for all of the latter. In the event of a reservation, a rental contract will be entered into between the tenant and the lessor(s) governed exclusively by Spanish law. The renter will organise his own trip and use the vehicle at his own risk. The rental contract will be limited to the agreed duration.
2. The Renter will use the motorhome vehicle solely and exclusively as a dwelling vehicle, to move and spend the night both in national territory and abroad without any limitations other than those provided for in the Law and those that may be imposed by third countries to cross their borders. It is expressly forbidden to use the vehicle for any activity contrary to morals, laws and good customs. It is expressly forbidden to transport more than the number of people allowed, to carry out races, competitions, transport of any type of goods or objects, and any other service or purpose other than that agreed by both parties.
3. The lease will have the duration agreed upon by both parties and signed in said contract. The rental period will begin with the signing of the contract and with the collection of the vehicle and will end after the agreed calendar days, then the vehicle will be returned, at the designated place and at the time agreed by both parties. In the event that the refund occurs before the end of the contracted rental period for reasons not attributable to the Owner, the full price of the contractually agreed lease must also be paid. Tacit extension of the rental contract for an indefinite period due to continued use is excluded. If the motorhome is returned after the time agreed in writing has elapsed, the lessor will compute €30.00 per hour of delay (with a maximum per day of delay of the price set per day multiplied by three, as set out in point 5.4 of these General Conditions). The renter shall also bear the costs derived, if any, from the fact that another renter or another person asserts his or her rights against the lessor, due to a delay in the delivery of the vehicle, attributable to the renter.
4. THE DEPOSIT will be returned 24 – 48 hours after the vehicle is examined by a person in charge of the rental company, who, in case of damage and/or damage due to misuse, will dictate the amount that the client must pay. This amount will be deducted as compensation from the deposit deposited, for a value of up to €750.00, and will be calculated according to the value of each spare part, the carriage of the same and labor at a rate of €44.00 plus VAT per hour. If it is not possible to assess

the damage immediately, the landlord will have 30 days to make the settlement and return the deposit, if applicable. The lessee expressly undertakes to pay the lessor:

- At the time of the return of the vehicle, the amount of the mileage, for rentals that do not respect the minimum number of days according to the season in which it was made, worth €0.40 / km.
- Additional charges that arise if the vehicle is left in another place or city, without the authorization of the lessor.
- The amount of all kinds of fines, judicial and extrajudicial expenses derived from any traffic or any other type of infraction, which are directed against the vehicle, the lessee or lessor, derived from the time of validity of this rental contract, unless they have originated due to the fault of the lessor.
- In the event that the vehicle is impounded or seized due to the fault of the renter, all expenses will be borne by the lessee, including the loss of profits of the leasing company during the time that the vehicle is immobilized.
- Expenses incurred by the landlord (including attorneys' and solicitors' fees) in claiming amounts owed by the lessee under this contract.
- In the event of a tyre breakage (puncture), the costs of the fluid (€65.00) for temporary repair + replacement costs for each tyre with mounting.
- The vehicle is fully insured with excess (does not include the personal effects of the renter and companions). In the event of an accident or theft, the renter will be responsible for the amount of €750.00 per claim.
- If the tenant is late in payments, late payment interest will be charged in accordance with the applicable legal provisions. The rental prices for the optional accessories are derived from the lessor's price list in force at the time the contract is concluded. The corresponding rental prices include 21% VAT, fully comprehensive insurance according to the corresponding insurance cover with excess. The rental period begins with the collection of the motorhome by the renter at the Autocaravanas Atlantis car park or at the agreed place of delivery, and ends with the return of the vehicle at the same place as the delivery.

5. DELIVERY. Before starting the trip, the renter is obliged to follow the

Instructions given to you by the lessor's technical staff at the drop-off point.

Likewise, a DELIVERY record will be drawn up in which the status of the vehicle will be described.

vehicle and must be signed by both parties. The landlord may refuse to enter the vehicle until the instruction for its correct use has been carried out.

Once the payment of the agreed price has been confirmed, the motorhome will be delivered with

All your accessories in perfect condition of use and conservation, in optimal mechanical, safety and health conditions, and provided with all the Required documentation. The vehicle will be delivered completely clean, with the full diesel tank, full ADBLue tank, clean water tank (no two gas cylinders and the toilet are empty and ready for use, as well as with all kitchen utensils, and must be returned in the same condition.



6, RETURN. When returning the vehicle, the renter is obliged to carry out a preliminary inspection of the motorhome together with the employees of Autocaravanas Atlantis. The final inspection of the vehicle will be carried out by Autocaravanas Atlantis within 72 working hours of its return. Any damage that does not appear on the delivery certificate, but is detected at the time of returning the vehicle and/or during the final inspection, will be borne by the renter.

Unauthorized delays in returning the vehicle will be penalized with a daily rate of three times the daily amount applied in the contract. Any discounts that have been applied to the contract will not be taken into account for this penalty. Any justified cause of force majeure that prevents the return on the agreed day must be immediately communicated to the lessor by some reliable method so that it can be accepted; Failure to do so will be considered an unauthorized delay.

If the tenant wishes to extend the tenancy, they must request this from the landlord at least three days before the end of the contract. The eventual confirmation of the extension will be subject to the availability of the lessor at the moment, and therefore the lessor will not assume any prior commitment.

Any alteration of the rental dates must be previously authorized by the landlord. Failure to comply with this condition entitles the lessor to take over the vehicle or require it to be taken in court. The lessor reserves the right to obtain the return of the vehicle at any time during the term of this contract, if its use contravenes the provisions of this contract.

In the case of the return of the vehicle at the end of the rental, in which the renter is not present at the inspection of the vehicle for reasons attributable to him, and damage to the vehicle is noticed, the renter accepts the assessment of the damage resulting from the inspection carried out by the lessor's staff.

Filling the drinking water tank with something other than water, or the diesel tank with something other than diesel fuel, will incur a penalty of €750.00.

Return before the agreed date of the contract does not entitle you to a refund of the days not taken.

Additional charges will be:

- Extra cleaning (return of very dirty motorhome): 150 Euros.
- Emptying grey water (dirty): 30 Euros.
- Emptying the toilet (sewage): 50 Euros.
- If the diesel tank is returned without filling up, 50 Euros will be charged for each missing unit of measure.

7, Owner's Obligations. Breach and Effects. In the event that the Owner does not deliver the motorhome in the agreed conditions for reasons attributable to him, the signed contract will be terminated, proceeding to the return of the

amounts entered. The owner shall not be liable for mechanical failures or breakdowns due to normal deterioration of the vehicle, nor will you be responsible for expenses,

delays or damage in any way caused, directly or indirectly, such as

as a result of such failures or breakdowns.

8. Obligations of the Renter.

The renter is obliged to keep, maintain and return the motorhome in the same good condition in which it was received. The vehicle will be driven solely and exclusively by the Renter, a person over 25 years of age with more than 5 years of minimum seniority of his/her class B driving license and that has not been retained or withdrawn by the authorities. You must provide a copy of your driver's license at the time of delivery of the vehicle. In addition, it may designate the driver(s) in the same act, who, meeting the same age and licence requirements, may replace it in driving. It is also responsible for ensuring that only those who have been declared drivers in this document and who have provided a copy of their licence can drive. In the event that an unauthorised person drives the motorhome, the renter will forfeit the deposit in full (€750.00). If you are not an EU resident, you will need to be in possession of the International Driving Permit.

The Renter, and where applicable the driver, undertakes to respect at all times the obligations and limitations described in the current Highway Code. Likewise, it undertakes not to travel outside the road network or on any unsuitable terrain. The lessee undertakes to take care of the leased property (if applicable, the leased property) and to drive it with the greatest diligence and care, answering for any deterioration resulting from defective, negligent or reckless driving. The lessee shall indemnify the lessor for any damage to the leased property, whatever the cause of such impairment.

The renter undertakes to regularly check the engine oil levels, the Adblue level, coolant and any other level corresponding to the vehicle, and is responsible, at his own expense, for the correct maintenance of the vehicle while it is in his possession. You acknowledge that you receive the vehicle in perfect mechanical condition, provided with the necessary documentation, with the appropriate tools, tires and accessories, and you undertake to keep it in good condition. Likewise, it undertakes to respect at all times the obligations and limitations described in the current Highway Code and undertakes to:

- 8.1. Do not allow unauthorized persons to drive the vehicle, except those expressly designated.
- 8.2. Do not carry more passengers than those indicated on the vehicle documentation.
- 8.3. Do not sublet or transport people for commercial purposes or any other use not stipulated in the contract.
- 8.4. Do not transport goods, drugs, toxic or flammable products.
- 8.5. Do not transfer the use of the vehicle to third parties free of charge or for profit, or collaborate with criminals.
- 8.6. Not to commit crimes, including those punishable by the legislation in force at the scene of the crime.
- 8.7. Do not drive the vehicle under the influence of alcohol, drugs, fatigue or illness.
- 8.8. Do not drive outside the road network or on inappropriate terrain, or participate in sporting events, races or other events that may damage it.

- 8.9. Do not use the vehicle to push or tow other vehicles or trailers.
- 8.10. Do not break or tamper with the odometer; Any breakdown must be reported immediately to the landlord.
- 8.11. Do not drive outside the national territory without the express authorization of the lessor. Otherwise, you will be penalized with €750.00, deducted from the deposit deposited.
- 8.12. Park and properly guard the vehicle when not in use, protecting it from damage caused by atmospheric phenomena such as frost or hail.
- 8.13. It is strictly forbidden for the renter to modify any technical features, keys, locks, equipment, tools and/or accessories of the vehicle, or to change its exterior or interior appearance without written authorization from the lessor. If this article is violated, the renter will cover all expenses to return the vehicle to its original condition, including its transfer to the Atlantis Motorhome car park, in addition to paying compensation for the immobilization of the vehicle until it is completely repaired.
- 8.14. The vehicle must be properly cared for and treated, making sure to close it properly. The relevant technical standards and provisions for their use must be followed. The renter undertakes to check the condition of the vehicle every thousand kilometres, including water, oil and tyre pressure levels, ensuring its suitability for safe driving.
- 8.15. Smoking is prohibited in all vehicles. Failure to comply will be penalized with €300.00.
- 8.16. Animals are not allowed. If you do so, you will lose €750.00 of your deposit. The renter assumes the expenses related to the ventilation or elimination of tobacco or animal odors, including any losses arising from the inability to rent the vehicle for the time necessary to resolve these problems

The renter is obliged to inform the lessor immediately by calling the telephone number of the rental centre (this number can be found in the rental agreement), no later than the following day, of any accident or damage to the rented vehicle, both to its external parts and to the passenger compartment. Failure to provide this prompt notice will result in the renter being responsible for all lost profits expenses equal to the days the vehicle is taken out of service for rental due to damage, pending the arrival of the necessary parts. Responsibility for the incident will not be established or prejudged, except by means of the "Amicable Accident Report". The tenant must collect all the details of the other party and witnesses, which he will send to the landlord along with the details of the accident within the stipulated period. In case of guilt of the other party, the authorities must be immediately informed. The accident report must be completed and signed at the latest at the time of the return of the vehicle to the lessor and include the names and addresses of the persons involved, their driver's license details, the details of the opponent including the name of the insurance company and the policy number, the information of possible witnesses and the license plates of the vehicles involved. In the event of theft or theft of the vehicle, it will be reported immediately to the competent authorities, notifying the lessor and sending a copy of the report, together with the vehicle keys, within a maximum period of 24 hours.

Otherwise, the coverage and insurance taken out will be null and void. Even in the case of damage without the presence of the other party, regardless of its severity, the tenant must write a detailed written report to the landlord, along with a diagram indicating the time, date, place, address and any other relevant circumstances that contribute to describing the facts. If the renter does not prepare this report, regardless of the reason, and this prevents the insurance company from paying for the damages, the renter must pay the full amount. The vehicle should not be abandoned without taking adequate measures to protect it. If necessary, you should contact the Roadside Assistance Company contracted with the Insurer. If the renter fails to comply with any of these measures, where applicable, the lessor may claim damages caused by negligence from the renter, including the loss of profits of the leasing company during the time of immobilization of the vehicle and the associated expenses.

9, Motorhome defects

The lessee's rights to damages for defects not attributable to the lessor are excluded.

- Repairs & Replacement Vehicle:

Normal mechanical wear and tear on the vehicle is the responsibility of the lessor. When the length of the route or the road conditions make it advisable, the necessary maintenance operations will be carried out at an official service of the chassis-engine brand.

It is imperative to stop the vehicle when any indicator indicating an anomaly in its operation illuminates, and to immediately contact the lessor or the designated Assistance Company, and only the latter. It should be addressed exclusively to an official service of the chassis-engine brand, unless there is an express authorization from the lessor.

The tenant may request repairs necessary to ensure safety during the rental period and not exceeding €150.00, subject to the approval of the landlord. The latter will bear the costs of the repair if the original receipts and the replaced parts are presented to him, as long as the renter is not responsible for the damage.

- Damage to tyres is excluded from this standard.

In the event of such a repair for damage attributable to the lessor and which the lessee does not resolve, the lessee must immediately inform the lessor of the damage and allow a reasonable time for repair. The lessor shall not be liable for country-specific conditions (e.g. infrastructure) that cause delays in repair.

If there are faults in the elements of the passenger compartment, the renter must immediately inform the lessor to receive instructions on their repair.

In the event of serious damage to the motorhome or if it is foreseen that it will not be usable for an extended period, and if the lessor has one available, he will offer the renter a spare vehicle equivalent to or greater in seating capacity, excluding termination of the contract.

If the renter is at fault, the motorhome is seriously damaged or is expected to be unusable for a long period, the renter may refuse to offer a replacement vehicle. In this case, termination of the contract by the lessee is excluded. If the lessor has a replacement vehicle, the lessor may charge the renter for the costs associated with this.

10, Renter's Liability, Comprehensive Insurance:

- According to the principles of comprehensive insurance, in the event of comprehensive damage, the lessor shall release the lessee from liability for material damage, with an excess of €750.00, which must be borne by the renter.
- Under no circumstances will the tenant be exempt from their civil, administrative, criminal or any other liability resulting from an accident or fraudulent behaviour.
- The renter will be in breach of his obligations if he fails to notify the police in the event of an accident, unless this failure does not affect the investigation of the reasons or severity of the damage.
- If the tenant breaches other obligations, unless this breach does not affect the investigation of the reasons or severity of the damage.
- The renter will be liable if the damage is the result of:
 - Prohibited Use.
 - An unauthorized driver to whom the renter has assigned the vehicle.
 - Disregard of vehicle dimensions (height, width, length).
 - Failure to comply with additional charge provisions.
- The renter will assume all expenses, fees, fines and penalties derived from the use of the vehicle, claimed from the lessor.
- If there are several tenants, they will be jointly and severally liable. ALL MOTORHOMES ARE EQUIPPED WITH GPS – SATELLITE TRACKING SYSTEM.

The lessor shall not be liable for mechanical failures or breakdowns due to normal deterioration of the vehicle, nor for direct or indirect expenses, delays or damages arising from such failures or breakdowns. If, due to force majeure or causes beyond the control of the lessor, the vehicle cannot be delivered on the agreed date, it will not entitle the renter to compensation, except for the refund of the amount paid as a reservation to the renter. Vehicle accessories (TV, antenna, SafeDoor, converters, sun screens, exterior view cameras, GPS navigators, stereos, speakers, etc.), as well as keys and opening control, are not covered by insurance in case of theft or loss, so they will be deducted from the value of the deposit if they are missing. The renter assumes no liability for the renter's car parked on the renter's premises during the motorhome rental period. In the event of a dispute related to the motorhome rental contract, it is agreed that the jurisdiction will be in Malaga.