

CONTRACTUAL CONDITIONS

CARS WITHOUT DRIVER OF TENERIDGE, Lda - RENT A CAR

THIS AGREEMENT SHALL BE GOVERNED BY SPECIAL CONTRACTUAL CONDITIONS AND GENERAL PARTICULARS OF THE SAME, WHICH ARE FULL OF KNOWLEDGE OF SUPPLYING, BY HAVING BEEN MADE AVAILABLE ALL THE INFORMATION ABOUT THE SAME.

TENERIDGE, Lda - Rent-a-Car, on the quality of Lesser/Rent, (hereinafter referred to as "TENERIDGE, Lda") of hire the LESSEE/Client (hereinafter referred to as "CLIENT") identified in the contract the motor vehicle described in the same contract (hereinafter referred to as "VEHICLE") in accordance with the terms and conditions specified in the contract of hire, that the CLIENT read, took note, accepts and, after him be explained, agrees with the affixing their signature on the same undertakes to observe and respect.

Article 1 - USE OF THE VEHICLE

1.1 The CLIENT undertakes:

- a) Make use of normal and prudent vehicle, complying with the applicable laws and regulations;
- b) Pay the rent;
- c) Not sublet the vehicle, unless otherwise authorized by TENERIDGE,Lda;
- d) Not lend, sell, transfer, adapt, transform or modify the vehicle without prior written consent of TENERIDGE,Lda;
- e) Pay all tolls, physical or electronic, including all administrative costs.
- f) Warn TENERIDGE,Lda, immediately, of any defect or malfunction of the vehicle;
- g) To refrain from, by act or omission, contribute to create in the third conviction that the vehicle and its property;
- h) Advise TENERIDGE,Lda, immediately, in the event of seizure, seizure, theft, robbery, requisition, confiscation or any other offense of ownership, possession, or possession of the vehicle;
- i) Return the vehicle, at the end of the period of hire with the equipment and respective documents in the state that should derive from its normal use and prudent;
- j) Under penalty of exclusion from the insurance cover and, therefore, considered as unsafe, the CLIENT agrees not to allow the vehicle to be driven by a person or persons other than those identified and accepted by TENERIDGE,Lda, as stipulated in the contract or any annex or amendments that it forms an integral part.

1.2 The CLIENT undertakes also:

under the penalty of incurring the provisions in the first part of the preceding paragraph, without prejudice to the civil liability for which there is a place, not to use the vehicle or not to allow the same is used for the purposes listed below:

- a) To push or pull any vehicle or trailer and/or any other subject, has wheels or not, unless expressly authorized by TENERIDGE,Lda;
- b) For sporting events of any nature, whether official or not;
- c) By a person under the influence of alcohol, narcotics or other similar state of disturbance;
- d) For any transportation in violation of the regulations in force, in particular customs or that in any other way is illegal, contrary to the law or to end illegal;
- e) For the transport of passengers or goods in violation of that, on this matter, if it offers the carnet/ Single Vehicle Document of the vehicle and the other legal rules applicable.
- d) The persons authorized to drive the vehicle in accordance with the stipulated in paragraph 1, are subject to and/or condition of being higher than 18 or 21 years, depending on the group to which it belongs to the car, and are holders of valid driving license for at least one year.
- e) The CLIENT is obliged to, outside of the periods of use, have the vehicle properly closed and locked and do not leave in the documents relating to it without prejudice, in any way, be them always bearer.
- f) It is expressly forbidden to CLIENT sell, mortgage, encumber or in any way, give the vehicle warranty, this contract, the documents, tools or parts and components or the appropriate make use in such a way as to prejudice TENERIDGE,Lda.
- g) The CLIENT responds by fines, fines and other penalties that the courts and administrative authorities shall lay down, as a result of the respective processes of Administrative Infractions dog by allegations made against the CLIENT and that this can or should be accused.
- h) Any infringement of the provisions of this article authorizes TENERIDGE,Lda to withdraw, in any way, the vehicle to the CLIENT or a third party, without prior notice and without prejudice to the claims that, in accordance with legal or contractual, it is obliged to comply with that or to third parties, if any.
- i) The CLIENT, without prejudice to the provisions laid down in article 13, you can only use the vehicle outside of the geographical area of the Portuguese mainland since that obtain prior authorization in writing (v. g. fax or e-mail) by TENERIDGE,Lda, with a minimum advance notice of 48 hours, and may TENERIDGE,Lda in this case require prior to the provision of an additional guarantee up to a maximum limit of the commercial value of the vehicle or does not authorize the use of the vehicle outside the national territory.

Article 2 - VEHICLE STATE

The CLIENT expressly declares that the vehicle was in good conditions of use, equipped with tires that are listed on the registration certificate/document Single Automobile the car in good condition and without holes, unless it is proved otherwise, by committing to the CLIENT to return the car in the condition in which it was delivered.

Article 3 - CAR RENTAL - PRE-PAYMENT - TERM AND RENEWAL

1. The price of the rental, the amount of pre-payment and the price of the extension will be determined by the tariffs in force in each moment and paid in advance.

2. In any case, the pre-payment can serve as an extension of the rental. In the case that the CLIENT wishes to remain with the vehicle beyond the period originally agreed, the CLIENT is obliged, in writing and in advance, obtain the agreement of TENERIDGE,Lda and pay immediately the amount of the rent in course in accordance with the rates in force and the prepayment of extension agreed and should always carry, while drive with the car, the tabs showing the contract agreement

given by TENERIDGE,Lda for the extension of the contract. In the case of not obtaining the prior written consent of TENERIDGE,Lda, the contract shall terminate at the end of the initial term or its extension. In the case of do not deliver the vehicle immediately; the CLIENT will be obliged to pay, by way of penalty clause, three times the cost of the car rental agreement with the applicable fare, in virtue of this failure.

3. Failure to comply with the provisions in the preceding paragraph also allows TENERIDGE,Lda to trigger the civil judicial procedures and/ or criminal apply, in particular the use of procedure appropriate precautionary the refund of motor vehicle.

4. The CLIENT is obliged to return the vehicle to TENERIDGE,Lda on the date, time and place provided for in this contract under penalty of not doing so, it is considered terminated the contract, applying in this case the scheme of penalty clause referred to in number 2., "in fine", of this clause.

Article 4 – PAYMENTS

The CLIENT, in addition to the rent, is expressly obliged to pay to TENERIDGE,Lda as soon as it is requested, namely:

- a) Any value pertaining to security or franchise due by rent, in accordance with the tariff in force at the time of hire;
- b) If the vehicle is left in a location different from that provided for, without the prior consent in writing of TENERIDGE,Lda, there would be an allowance or mileage at a rate of return, in accordance with the tariffs in force corresponding to the distance between the place where the vehicle is the place of origin;
- c) The amount corresponding to the duration of the rental and the damage arising from an accident that has given cause or theft and/ or theft that are not covered by insurance, the insurance premiums of the driver and the passengers in the vehicle, if such insurance has been agreed, or to bear any costs of hospitalization and medical care in otherwise or if it exceeds the limits covered by insurance;
- d) All taxes and/or fees payable by virtue of the situations provided for in points (a) and (b);
- e) The amount of the loss of the documents of the car rented, in value of EUR 70.00 (seventy euros), plus IVA at the statutory rate in force;
- f) All judicial and extrajudicial expenses, fines and other penalties, whatever their nature, arising from the breach of any legal rule is attributable to the CLIENT or to the vehicle while in possession of the CLIENT;
- j) All other expenses and costs to achieve the payment of any sums due by CLIENT;
- h) The cost of the repair and the damage that has been caused, in particular, by shock, collision, overturning, theft and/or theft of the vehicle and its immobilization. For the purposes of this point it is understood that:
 - On the debits to be carried out shall be used the rates in force at the time of occurrence of the facts;
 - There will be no place the responsibility of the CLIENT under this paragraph provided that the vehicle has been used in accordance with all the terms and conditions laid down in the contract and, cumulatively, has hired previously with TENERIDGE,Lda payment of insurance fee corresponding to the coverage of risks of collision C. D. W. and SUPER C. D. W. , by affixing their signature or heading in the Contract.

Article 5 – INSURANCE

1. The CLIENT or the driver of the vehicle authorized, according to the provisions laid down in Article 1 of this contract, participates as insured of an insurance policy that covers the vehicles limited liability up to a maximum amount of EUR 50,000,000.00 (fifty million euros), in accordance with the laws in force in the country.

2. The CLIENT agrees to protect the interests of TENERIDGE,Lda and the Insurance Company , calling immediately Assistência em Viagem **800204298** in case of an accident during the period of this rental, as well as follows:

- a) Undertakes to participate immediately to police authorities any accident, theft, robbery and/or fire, even if partial; undertakes, also, to participate, within a maximum period of 24 hours, TENERIDGE,Lda such accident, theft, robbery and/or fire, even if partial;
- b) Undertakes not to abandon the site of the accident, theft, robbery and/or fire before the arrival of police authorities, failing which he will be blamed for the damage resulting from those in totality, not having the coverage SCDW any effect in the event of non-compliance with this clause.
- c) Undertakes to mention participation in the circumstances in which the accident occurred, the date, time, place, name and address of the witness, the name and address of the owner and the driver of the third vehicle involved and the registration, brand, insurance company and policy number of such third vehicle;
- d) Undertakes not to declare in any case, responsible or guilty of the accident with a third party, under penalty of TENERIDGE,Lda exert on themselves right of return.

3. The CLIENT may always choose by supplementary insurance Super C. D. W. and/or P.A. I. (Personal Accident Insurance).

a) Insurance C. D. W.: otherwise indicate and identify the DFCA - Declaration of Friendly Car Accident - a third party responsible for the damage caused to the car, the CLIENT is responsible for payment of the franchise in force on the date of the contract of hire, except if you have purchased the Super C. D. W. , in that he is not responsible for the franchise.

b) Insurance Q. A. I: personal accident insurance - can be established, by agreement, for the benefit of the driver and passengers carried a personal insurance policy for personal injury whose limit is set out in the policy of insurance and in that it provides for, also, the coverage of medical and hospital expenses within certain limits approved. Any additional information will be provided at the request of the CLIENT.

c) The guarantees embodied by supplementary insurance Super C. D. W. and P. A. I. , listed in this article, may be null and void and of no effect if the CLIENT and/or the driver does not comply with the provisions of paragraph 4 of this article.

4. Only the CLIENT and/or the authorized drivers by TENERIDGE,Lda in contract enjoy insurance Super C. D. W. and P. A. I. . To observe this provision implies the total cancellation of the coverages listed in this article. They are also void and the provisions of this article in the event of an accident caused by negligence, drunkenness, use of narcotic or non-compliance on the part of the CLIENT and/or driver of all the general conditions of the car rental and the rules of the highway code and other applicable legislation, being also canceled the coverage of insurance if the CLIENT doesn't return TENERIDGE,Lda the keys of your car in case of theft and/or theft.

5. Even in the case of the CLIENT have accepted the cover Super C. D. W., all the damage by this culpably caused in car rental TENERIDGE,Lda, arising from the misuse of same, shall be borne by and responsibility of the CLIENT and may not be invoked any argument, in particular the roads badly preserved. Those insurance does not clear the responsibility of the CLIENT from payment of damages caused to the top, bottom and inside of the vehicle, provided that there is no collision. In the event of an accident by speeding, driving under the influence of alcohol, narcotics or by gross negligence, the insurance Super C. D. W. is without any effect, by paying the CLIENT TENERIDGE,Lda the costs of repair and compensation corresponding to downtime bumpy car.

6. The CLIENT does not absolve TENERIDGE,Lda from any and all liability for any loss, theft, theft or damage of any nature concerning the objects and/or utensils transported or who are in the vehicle, including in particular, baggage, and/or goods.

7. Without prejudice to the foregoing, TENERIDGE,Lda reserves the right to pass on the CLIENT all other costs incurred in the case of not timely extension and by agreement of the parties to the contract of hire, resulting from an accident and/or theft of your car.
8. Also there will be no insurance coverage for any driver that driving under the influence of alcohol or drugs, in which case the CLIENT and/or the driver will be solely and entirely responsible for damage caused to TENERIDGE,Lda and/ or to third parties.
9. If the CLIENT deliberately has supplied TENERIDGE,Lda false information, in particular regarding their identity, address, telephone contact or validity of driving licenses, TENERIDGE,Lda reserves the right to pass on the CLIENT all costs incurred resulting from such statements, without prejudice to the criminal liability that the case fits.

Article 6 - PERFORMING MAINTENANCE ON AND REPAIR

1. The normal maintenance of mechanical resulting from normal use will be for the account of TENERIDGE,Lda. In the case of the vehicle is immobilized, repairs may only be carried out with the prior written consent of TENERIDGE,Lda and in accordance with the instructions given.
2. Repairs once made, should be included in invoice duly detailed, with indication of the replaced parts.

Article 7 - FUELS AND LUBRICANTS

1. The fuels are always per account is and responsibility of the CLIENT that should, also check the level of oil and water. Any expenditure with oils should be verifiable fiscal documentation in order to allow the reimbursement.
2. Billing: the car is delivered fuel attested and must be returned also attested. If the CLIENT does not have this condition, in addition to pay for fuel in lack acknowledges and agrees to pay TENERIDGE,Lda that sum plus a refuelling rate according to the rate in force (available for consultation in TENERIDGE,Lda), plus VAT, to cover their expenses.
3. Guarantee provided for in the preceding paragraph, TENERIDGE,Lda reserves the right to require the CLIENT a security deposit of 80€ (eighty euros) in accordance with the tariff in force at the time of hire.
4. In the event of introduction of fuel and/ or substance of a different type than the one used by car, the CLIENT is responsible for costs associated with the replacement of the fuel, disassembly and cleaning of the tank, engine tuning and other damage to the car, without right of opposition to their amounts, which here expressly disclaims.

Article 8 – TERM RENTAL

All and any changes to the terms and conditions set out in the Articles of this contract and which have not been agreed upon in writing shall be null and void and of no effect.

Article 9 – PERSONAL DATA OF THE LESSOR/RENTER

1. The personal data of(s) CLIENT(s) and/ or driver(s) of the vehicle are to supply required for the conclusion of this Agreement, shall remain in the possession of TENERIDGE,Lda physical copies (photocopies) or scanned of identity card/passport, driving license and the taxpayer card (or the citizen's card).
2. The(s) CLIENT(s) grantor(s) of this contract shall authorize, expressly, TENERIDGE,Lda to carry out the processing of the data provided. Authorize, also, specifically, through this contract, the provision by TENERIDGE,Lda, any components or entities, their full identification in the event of non-compliance with the rules laid down in the Highway Code and supplementary legislation.
3. The personal data are intended for both the identification of tenants and/or drivers of leased vehicles, whether the inclusion, in the case of non-compliance, by some way, the respective contract, on the basis of customer data breach, or the provision of services, market research, as well as marketing actions of TENERIDGE,Lda or companies from its business group.
4. TENERIDGE,Lda and the entity responsible for automatic processing of personal data within the scope of this contract.
5. Under the terms of Law no. 67/98, of 28 October - Law of Protection of Personal Data - is guaranteed to the issuers, their responsible and/ or users appointed the access to your personal data for the purposes, in particular, their rectification, update or modification.
6. In view of the provisions laid down in Article 6 of Law no. 67/98, of 28 October - Law of protection of personal data - the CLIENT expressly authorizes that TENERIDGE,Lda, in the case of this defaulting the respective contract, in particular because of neglect of driving, use of the vehicle for the purpose of committing crimes, accident with their fault, lack of payment, insurance of dishonoured check, deception, use of false identity or another false document, abuse of trust or driving under the influence of alcohol or psychotropic substances, communicate to the ARAC - Association of Industrial Rental Car without driver, for inclusion in the database of customers offenders and subsequent dissemination by associated companies.

Article 10 - PERSONAL PROPERTY OF THE CLIENT

TENERIDGE,Lda is not responsible to the CLIENT, or any passenger who use the vehicle during the rental, for loss or damage to property caused by the personal property left in the vehicle, during and after the rental period.

Article 11 – ACCIDENTS

In the event of an accident, loss, theft or damage, the occurrence must be immediately reported to police authorities and the competent TENERIDGE,Lda. The CLIENT undertakes to cooperate with TENERIDGE,Lda and competent authorities in any investigation and/or subsequent judicial process.

Article 12 - BREACHES TO THE CODE OF THE ROAD AND COMPLEMENTARY LEGISLATION

The CLIENT is fully responsible for all fines, penalties and/or fines resulting from road traffic offenses and other complementary legislation applicable to traffic rules (tolls, parking, etc.), during the rental

Article 13 - COUNTRIES EXCLUDED FROM THE CAR RENTAL

1. It is prohibited in all circumstances, the movement of the car hired for any of the countries not covered by International Certificate of Green Card.
2. The car rented under the respective contract may not exit to the foreigner, except under the conditions laid down in paragraph 9, Article 1 (1), and must always be carried out by any of the drivers identified in the contract.

Article 14 - APPLICABLE LAW, DOMICILE AND CONVENTIONAL FORUM

1. The contract of hire is done in accordance with the Portuguese law, and it is governed exclusively
2. The parties agree expressly for all legal purposes and judicial, in particular to citations and/or notifications related to this contract, their domiciles as set out in this Contract.
3. For all disputes, declaratory or executive, arising from this contract, is stipulated jurisdiction of the Court of the Judicial from Cascais, with the express renunciation of any other, unless violate procedural rule imperative.

Consumer information under article 18 of law No. 144/2015:

Email: director@centroarbitragemlisboa.pt; juridico@centroarbitragemlisboa.pt Portal do Consumidor www.consumidor.pt

Article 15 - INFORMATION AND CLARIFICATIONS

The CLIENT recognizes that all clauses in this contract you were timely and expressly communicated and explained, and that the same was aware of the same, by signing this contract.

THE LESSEE / CLIENT

THE LESSER/TENERIDGE, Lda

CASCAIS, ____ / ____ / _____

TENERIDGE, Lda.

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Matriculada C.R.C.Cascais Capital Social 50.000€ RNT 798/2016

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