



EUROPCAR ANGOLA STANDARD TERMS AND CONDITIONS

TOPCAR, Lda (hereinafter referred to as "RENTER"), hereby Leases to CUSTOMER (hereinafter referred to as "CUSTOMER") identified in the Contract the vehicle described in the same Contract (hereinafter referred to as "vehicle") under the terms and conditions specified in the Rental Contract, which the CLIENT acknowledges, agrees and, with its signature in the same, is bound to observe and respect.

ARTICLE 1 - USE OF THE VEHICLE

1. Under Penalty of exclusion from insurance coverage and therefore considered unsafe, CUSTOMER agrees not to allow the vehicle to be driven by person or persons other than those identified and accepted by the LUGGER as stipulated in the Contract or any attachment or amendments which form an integral part thereof.

2. The CUSTOMER also undertakes not to use the vehicle or not to allow it to be used, under Penalty of incurring the provisions in the first part of the previous number:

(a) For the carriage of passengers or goods, in return for any implied or explicit compensation or compensation, whatever the form of undertaking;

(b) To push or pull any vehicle or trailer and / or any other object, whether or not it has wheels;

c) For sporting events, official or otherwise;

d) By persons under the influence of alcohol or narcotics;

e) For any transportation in violation of customs regulations or otherwise illegal;

(f) for the carriage of passengers or goods in contravention of the particulars of the vehicle.

The tenant shall be liable for Fines and other Penalties that the Courts and Administrative Authorities may establish, as a result of their infringement proceedings, during the term of the contract.

3. The CUSTOMER undertakes, outside the periods of use, to have the vehicle properly closed and locked and not to leave the same documents related to it, without prejudice to the fact that they are always bearers of them.

4. The CLIENT is expressly forbidden to sell, mortgage or otherwise guarantee the vehicle, this Agreement, the documents or the tools or to make use thereof in any way to prejudice the RENTER.

5. Any violation of the provisions of this Article authorizes the RENTER to remove the vehicle to the CLIENT, where it is, without prior notice and without prejudice to the damages that, under legal or contractual terms, it is obliged to satisfy.

ARTICLE 2 - STATE OF THE VEHICLE

1. The CLIENT expressly declares that he has received the vehicle under the conditions of use mentioned in the Rental Contract, equipped with five tires in good condition and without holes, as well as the other accessories (triangle, wrench, monkey) the CUSTOMER being obliged to return the vehicle in the conditions in which it was delivered to him. In case this does not happen, the CUSTOMER is responsible for the payment of all damages incurred during the rental period up to the maximum deductible amount.
2. Breach of the odometer is expressly prohibited. Should this occur, the RENTER is already authorized to charge the CLIENT 500 km / day, without prejudice to legal proceedings for fraudulent use.

ARTICLE 3 - RENTAL - PRE-PAYMENT - EXTENSION

1. The rental price, the amount of the prepayment and the price of the extension will be determined by the tariffs in force at any time and paid in advance. Holders of "EUROPCAR" cards or credit cards accepted by "TOPCAR" are exempt from making prepayments as long as this applies to the conditions and / or credit limits of such cards.
2. In no case may the prepayment be used as an extension of the rental. In the event that the CLIENT wishes to keep the vehicle beyond the period initially agreed and, in order to avoid any dispute, the CUSTOMER agrees to previously obtain the agreement of the RENTER, to pay immediately the amount of the current rental and the prepayment of the extension.
3. Failure to comply with the provisions of the previous paragraph allows the RENTER to initiate appropriate judicial or criminal proceedings.
4. The CUSTOMER undertakes to return the vehicle to the RENTER on the date and in the place provided for in this Agreement, otherwise he will not do so if the Contract is considered terminated.

ARTICLE 4 - PAYMENTS - DEPOSIT

1. The CUSTOMER expressly obliges to pay the RENTER, as soon as requested and upon proof by the RENTER of the costs incurred for the damages in question:
 - a) The amount corresponding to the kilometers traveled and / or the days used, calculated according to the tariff in force and specified in the Contract; the kilometers traveled shall be determined by the reading of the odometer fitted on the vehicle by the manufacturer. In the event of a breakdown of the odometer, not immediately participated in the RENTER for repair, the calculation shall be made in accordance with the provisions of paragraph 2 of Article 2;
 - b) The additional debit for inter-city service, according to the provisions of the Contract, if applicable; if the vehicle is left in a place other than that provided, without the prior written consent of the LIFTER, a mileage compensation or a rate of return shall be paid in accordance with the rates in force corresponding to the distance between the place where the vehicle is fixed and that of origin;
 - (c) The amount corresponding to the duration of the rental and the insurance premiums of the driver and the persons transported in the vehicle, if such insurance has been agreed upon;
 - d) All taxes and / or fees payable by virtue of the situations specified in a), b) and c);
 - e) All judicial and extrajudicial expenses, fines and other pecuniary sanctions, whatever their nature, as a result of violation of any legal norm attributable to the CUSTOMER or to the vehicle while in the possession of the CUSTOMER, except those resulting from the fault of the RENTER;

f) All other expenses, including legal expenses, attorney's fees or solicitor hired by the RENTER to obtain payment of any amounts owed by the CLIENT;

Charges for minor damages

g) The CUSTOMER also undertakes to pay minor damages to the vehicle that result from its use during the rental period, damages whose type and amount of repair are included in the table made available to the CLIENT at the time of signing the respective Contract.

For this purpose, damages are considered that are not indicated in the Contract, at the date of its commencement and whose conference is a Joint obligation of the CLIENT and the RENTER.

The value of the damages will be debited according to the price of the table, at the moment of the conclusion of the Contract of rent;

h) The cost of repair and damage caused by collision, collision, rollover and / or theft of the vehicle and its immobilization. For the purposes of this paragraph, it is understood that:

- In the debts to be made will be used the tariffs in force at the time of the occurrence of the facts, - the CLIENT will not be liable under this item provided that the vehicle has been used in accordance with all the terms and conditions in the Contract and, cumulatively, has previously contracted with the RENTER the payment of the collision risk coverage fee - LDW, SPCDW and / or SPTHW by means of affixing its signature or item in the Contract, but is nevertheless always responsible for the payment of the deductible force at each moment and constant of the rental rate. Once the SPCDW or SPTHW has been contracted, the franchise is not applicable. 2. For a transaction where the currency of the card is different from the currency of the Country where the rental is made: The CUSTOMER has the possibility, at the start of the rental, to choose between the currency of the rental Country or the currency of the credit card. • If the payment is made in the currency of the card, the value of the invoice will be converted from the local currency to the currency of the Country of the card: - The following statement will be printed in RA: "The final amount will be converted into the currency of your Country" plus the 3-letter code identifying such currency (eg USA, GBP and EUR). - The final value of the rental will be converted to the exchange of the day, provided by the National Bank of Angola, plus a commission of 2.75%. Any delay or correction will be processed in the same currency, selected by the RENTER, and on the day of its receipt using the exchange rate applicable on that day.

2) The deposit / deposit. In addition to the rental price TOPCAR requires that you leave a guarantee. This guarantee is given in the form of pre-authorization, bank or deposit. The amount of the security shall be determined according to the category of the vehicle. The deposit is intended to cover additional rental costs, and if no additional rental costs are identified, the security deposit will be refunded to the customer upon closing of the rental agreement.

ARTICLE 5 - INSURANCE AND COVERAGE

1. The CLIENT or the authorized driver of the vehicle according to the established in Article 1 of this Agreement, participates as an insured of an insurance policy of automobiles that covers the Civil Responsibility, in accordance with the laws in force in the Country.

2. The CLIENT agrees to protect the interests of the RENTER and the RENTAL Insurance Company in the event of an accident during the rental period as follows:

a) Any accident, robbery, robbery, fire, even partial, is committed to the RENTER within a maximum of 24 hours; at the same time, oblige the police to take part in any accident involving damage, robbery or theft, and where the culpability of the other party has to be clarified;

b) The circumstances in which the accident occurred, the date, time, place, name and address of the witnesses, the name and address of the owner and driver of the third vehicle involved, and the registration, trademark, Company insurance number and policy number of such third party vehicle;

c) Undertakes not to declare, in any case, responsible or guilty of the accident with the third party.

3. In the rental agreement, the CLIENT may opt for the complementary coverages L.D.W. - damage to the vehicle and total or partial theft of the vehicle, SPCDW - damage to the vehicle and total or partial theft of the vehicle (exemption from deductible), SPTHW (SPCDW + P.A.I.) damage to the vehicle and total or partial theft of the vehicle and personal accident insurance whose limit is included in the Insurance Policy contracted by the RENTER and which also provides the coverage of medical care and hospital expenses within certain approved limits:

a) LDW coverage: the Customer, when subscribing to this guarantee, will only be liable for payment up to the amount of the minimum deductible in the Contract, if, as a result of its use, the vehicle suffers its own damage or is stolen in whole or in of its components.

b) The guarantees provided by the complementary coverages L.D.W., SPCDW and SPTHW contained in this Article may be null and void if the CLIENT and / or the driver do not comply with the provisions of paragraph 4 of this Article;

c) Only with the contracting of the LDW coverage, the CLIENT may subscribe to the SPCDW or SPTHW coverage, which discharges it from the responsibility for the payment of any deductible in case of accident, theft of the vehicle or other damages caused to the rented vehicle, without prejudice to the application of the provisions 4 and 5 of this Article of these General Conditions.

4. Only the CLIENT and / or drivers authorized by the RENTER in the Contract will enjoy the coverage L.D.W., SPCDW and / or SPTHW. Failure to comply with this provision implies the total cancellation of the coverage set forth in this Article. The provisions of this Article shall also be null and void in the event of an accident motivated by negligence or non-compliance by the CUSTOMER and / or driver of all the General Conditions of the rental and the rules of the Highway Code and other applicable legislation. The cover L.D.W. if the CUSTOMER does not return to the RENTER the keys of the stolen vehicle.

5. Even if the CUSTOMER has accepted the coverage L.D.W., SPCDW or SPTHW, all damages caused to the EUROPCAR rental car due to the bad use of it, will be on account of the CUSTOMER. Those coverages do not relieve the CUSTOMER of the payment of damages caused in the upper and lower parts of the vehicle, provided there is no collision. In the event of an accident due to speeding, driving under the influence of alcohol or narcotics, or negligently, the coverages LDW, SPCDW and SPTHW, are void, the CLIENT paying the Renter the full repair costs and compensation corresponding to the time of the car accident.

6. P.A.I. - An individual personal accident insurance, the limit of which can be found in the Insurance Policy contracted by the RENTER, and which also provides for the coverage of medical care and hospital expenses within certain limits, may be established by agreement for the benefit of the driver and persons transported. Limits.

Additional information will be given at the CLIENT's request.

7. The CUSTOMER exempts the RENTER from all responsibility for loss, theft, theft or damage of any nature, in relation to objects and / or utensils transported or in the vehicle, including, in particular, luggage and / or merchandise, unless proof otherwise.

8. The RENTER reserves the right to pass on to the CUSTOMER all costs incurred due to non-extension in time and by agreement of the parties to the Rental Agreement, resulting from an accident and / or theft of the vehicle.

9. There will also be no insurance coverage for any driver who has not been in possession of a valid driving license for more than one year, or who is driving under the influence of alcohol or narcotics, in which case the CUSTOMER and / or driver will be fully responsible for the damage caused to the RENTER.

10. If the CUSTOMER has deliberately provided the RIDER with false information, specifically concerning his identity, address or validity of the driving license, the RENTER reserves the right to pass on to the CUSTOMER all costs incurred as a result of such declarations.

11. The CUSTOMER must first obtain in writing an authorization from the RENTER, in order to be able to use the rented vehicle, in an airport zone, that is, any access area that is not open to public traffic (such as aircraft, tracks or similar areas) and where such movement of vehicles is subject to the Control of the airport authorities.

In cases where the RENTER gives his consent in writing (this authorization, however, will never be automatic and must be dealt with according to each situation), the rented vehicle will continue to benefit from insurance against third parties during the time of movement in the airport area, but for a value that may be different from normal. The HOST, when requested, will inform the amount of the insurance.

ARTICLE 6 - MAINTENANCE AND REPAIR

1. The normal maintenance of mechanics due to normal use is on the RENTER's behalf. In the event that the vehicle is immobilized, repairs may only be carried out with the prior written agreement of the RIDER and in accordance with the instructions given, unless the service and repair services can not be contacted the assistance and repair services provided by the LANDLORD.

2. Repairs, once made, it Must appear on a detailed invoice, indicating the replaced parts.

Small repairs: lamps, fuses, oil replacement, etc., up to the maximum amount of 100.00 Usd, accompanied by the respective invoice, with the taxpayer number 5401149816, is authorized by the RENTER.

ARTICLE 7 - FUELS AND OILS

1. The Fuel are always on account of the CLIENT who Must also always check the oil level, the water level and the oil level in the gearbox. Any expense with oils Must be duly proven, in order to allow the refund. Fuel filling: The vehicle is delivered attested and Must be returned also attested. If the CLIENT does not observe this condition in addition to paying for the missing Fuel, he acknowledges the right of the RENTER to invoice a refueling fee to cover his expenses.

2. In case of introduction of Fuel of a different type than the one used by the vehicle, the CUSTOMER shall be responsible for the costs related to the complete replacement of the Fuel, dismantling and washing the tank, engine tuning and other damages caused to the vehicle, without opposition to its amounts.

ARTICLE 8 - VALIDITY OF RENT

1. Any and all changes to the terms and Articles of this Agreement that have not been agreed upon in writing shall be void and shall have no effect.

2. The CLIENT should go to the nearest EUROPCAR store to rectify his rental agreement. The vehicle that circulates outside the deadline mentioned in the Rental Contract incurs legal Penalties of the driver's responsibility.

3. The parties shall grant to the handwritten signature, digitally affixed or by any biometric, digital or electronic means, a probative force identical to that of a written document, under the terms of the legislation in force, and the signature performed in those terms, the same validity as the handwritten signature.

ARTICLE 9 - RESTRICTIONS ON CIRCULATION

The rented vehicle may only be used in the area of Luanda Province, unless other areas are included in the contract.

The car rented under this contract may in no case leave the borders of the Republic of Angola.

ARTICLE 10 - PERSONAL DATA

1. The CUSTOMER consents and accepts the collection and processing of your personal data by EUROPCAR.
2. The Client's data collected under the contract concluded by EUROPCAR are indispensable to the contractual relationship between both parties; their omission or inaccuracy are the sole responsibility of the CLIENT.

ARTICLE 11 - APPLICABLE LAW AND FORUM

1. The rental agreement is made in accordance with the laws of the Republic of Angola.
2. The parties shall agree on the jurisdiction of the Provincial Court of the District of Luanda to resolve any conflicts arising therefrom, expressly excluding any other.