GRUPOAUTOMOCIONGO, S.L.

ANNUAL VEHICLE CUSTODY, STORAGE AND PARKING AGREEMENT

Service exclusively intended for private individual customers

1. PURPOSE OF THE AGREEMENT

GRUPOAUTOMOCIONGO, S.L., hereinafter referred to as THE COMPANY, shall provide the customer, hereinafter referred to as THE CUSTOMER, with a vehicle custody, storage and parking service for the vehicle identified in the specific terms of this agreement for the contracted period.

The service exclusively comprises the services expressly stated in this agreement and in the corresponding specific terms and conditions form.

Unless expressly contracted in writing, the service does not include mechanical work, repairs, maintenance, cleaning, servicing, refuelling, battery charging or any other additional service.

2. VEHICLE COVERED BY THE SERVICE

The service shall apply to the vehicle identified in Annex I — Specific Terms and Conditions Form.

THE CUSTOMER must notify THE COMPANY of any change relating to the vehicle, particularly changes to the registration number, replacement of the vehicle, material modifications or any circumstance that may affect its custody, storage or movement.

Unless expressly authorised by THE COMPANY, the agreement shall apply exclusively to the vehicle identified in Annex I.

3. TERM OF THE AGREEMENT

The agreement shall have the term indicated in Annex I, with a specified start date and end date.

An annual contract does not imply automatic renewal.

If THE CUSTOMER wishes to continue using the service after the contracted period has ended, THE CUSTOMER must enter into a new contract period or accept the continuation terms communicated by THE COMPANY.

4. FEES AND FINANCIAL TERMS

La cuota correspondiente al período contratado, el IVA aplicable y el importe total se indicarán en el Anexo I.

En dicho anexo se especificarán, cuando corresponda:

La cuota anual.

El IVA.

El importe total.

La forma y fecha de pago.

El número de entregas y/o recogidas incluidas.

El precio de las operaciones adicionales.

Los servicios adicionales contratados.

Operations or services not expressly included in the fee may be invoiced separately in accordance with the rates previously communicated to THE CUSTOMER.

4.1. NON-PAYMENT

Payment of the fee and additional services must be made in the manner and within the deadlines established in Annex I.

In the event of non-payment, THE COMPANY may require THE CUSTOMER to settle the outstanding amount.

If the non-payment persists, THE COMPANY may terminate the agreement for breach, in accordance with applicable law, without prejudice to its right to claim any amounts legally due.

5. VEHICLE DELIVERY OR COLLECTION REQUEST: 72-HOUR PRIOR NOTICE

Due to the volume of vehicles managed by THE COMPANY and the organisational, movement and vehicle-preparation requirements, every delivery or collection request must be notified at least SEVENTY-TWO (72) HOURS in advance.

The period shall begin to run upon effective receipt of the request by THE COMPANY through the channels made available for this purpose.

Requests made less than 72 hours in advance shall be subject to THE COMPANY's operational availability and cannot be guaranteed.

Where THE COMPANY is exceptionally able to accommodate an urgent request, the applicable surcharge may be charged, provided that such surcharge has been previously communicated to THE CUSTOMER.

6. MOVEMENT AND RELOCATION OF THE VEHICLE

THE CUSTOMER accepts that, for reasons of organisation, safety, preparation of deliveries and collections, receipt of other vehicles, maintenance of the facilities or efficient use of available space, THE COMPANY may move or relocate the vehicle within its facilities whenever necessary for the proper provision of the service.

Such movements shall be carried out by authorised personnel and shall be limited to what is necessary for the management of the vehicle.

Likewise, when necessary to prepare delivery to THE CUSTOMER, the vehicle may be temporarily moved to an authorised external or airport area to facilitate such delivery.

THE CUSTOMER expressly authorises such movements as part of the contracted service.

7. CONDITION OF THE VEHICLE UPON INTAKE

The condition of the vehicle upon intake may be documented by means of an intake form, observations and photographs.

To facilitate identification of possible pre-existing damage, it is recommended that the VEHICLE BE DELIVERED EXTERNALLY WASHED and in a condition that allows an adequate visual inspection.

If dirt, dust, mud, water or other circumstances prevent the bodywork from being properly inspected, this circumstance may be recorded on the intake form.

Dirt present upon intake that prevents or hinders inspection may prevent an accurate subsequent comparison of certain damage, and THE COMPANY shall not be liable for damage concealed by dirt.

8. PRE-EXISTING DAMAGE AND DEFECTS

Damage, impacts, scratches, dents, paint defects, damage to wheels, windows, tyres, accessories and any other defects existing prior to receipt of the vehicle shall not be attributable to THE COMPANY.

The condition upon intake may be evidenced by the intake form and the photographs taken at the time of receipt.

THE CUSTOMER acknowledges that documentation of the vehicle's initial condition is intended to facilitate comparison with its condition at the time of delivery.

9. ITEMS AND PERSONAL BELONGINGS INSIDE THE VEHICLE

THE CUSTOMER must remove from the vehicle cash, documents, electronic devices, luggage, tools, goods, personal belongings and any other item that does not form an integral part of the vehicle.

THE COMPANY shall not be liable for the loss, disappearance or deterioration of personal belongings left inside the vehicle, unless such items have been expressly declared and accepted in writing for specific custody, and always within the limits permitted by law.

THE CUSTOMER shall be responsible for notifying THE COMPANY in advance of any item or special circumstance requiring specific custody.

10. KEYS, REMOTES AND ACCESS SYSTEMS

THE CUSTOMER shall provide THE COMPANY with the keys, remotes or devices necessary to carry out the vehicle parking, movement, delivery and collection operations, as applicable.

The handover of keys or devices shall be recorded on the intake form.

THE CUSTOMER must inform THE COMPANY of any special circumstance relating to keys, remotes, alarm systems, immobilisers, security codes or other devices that may affect movement of or access to the vehicle.

THE COMPANY shall not be liable for incidents arising from incorrect or incomplete information provided by THE CUSTOMER regarding such systems.

11. COMPANY LIABILITY

THE COMPANY shall provide the service with the diligence reasonably required and shall be liable for damage legally attributable to it.

No serán imputables a LA EMPRESA, en los términos permitidos por la legislación aplicable, los daños o incidencias derivados de:

Daños o desperfectos preexistentes.

Averías o fallos propios del vehículo.

Desgaste normal.

Vicios o defectos del vehículo.

Problemas de batería.

Fallos de sistemas electrónicos, alarmas o inmovilizadores.

Fugas de líquidos o sustancias procedentes del propio vehículo.

Actuaciones de terceros ajenos a LA EMPRESA.

Fuerza mayor.

Circunstancias imprevisibles o inevitables ajenas al control de LA EMPRESA.

This clause does not exclude or limit any liability that may not legally be excluded or limited.

12. VEHICLE INSURANCE

THE CUSTOMER must maintain throughout the term of the agreement the compulsory insurance and legally required cover applicable to the vehicle.

THE COMPANY does not in any event replace THE CUSTOMER’s insurance.

It is recommended that insurance cover appropriate to the value and characteristics of the vehicle be maintained, including, where applicable, the cover required during the storage and custody period.

13. MECHANICAL CONDITION AND VEHICLE REQUIREMENTS

THE CUSTOMER shall be responsible for delivering the vehicle in suitable condition for storage and any subsequent movement.

THE CUSTOMER must inform THE COMPANY of any breakdown, leak, battery or tyre problem, alarm, immobiliser, modification or any other circumstance that may affect its storage, safety or movement.

The vehicle must be in a condition that allows the contracted operations to be carried out safely.

THE COMPANY shall not carry out maintenance, repairs or mechanical work unless expressly and separately contracted.

If, during custody, a circumstance is detected that may compromise the safety of the vehicle, the facilities or third parties, THE COMPANY may take the reasonable measures necessary and notify THE CUSTOMER.

14. HAZARDOUS MATERIALS AND SUBSTANCES

It is prohibited to leave in the vehicle any hazardous, flammable, toxic or illegal substances, materials or objects, or anything that may cause damage to the facilities, the vehicle itself or third parties.

THE CUSTOMER shall be liable for any damage legally attributable to THE CUSTOMER arising from breach of this obligation.

THE CUSTOMER must inform THE COMPANY in advance of any special circumstance relating to the vehicle that may affect the safety of the facilities or third parties.

15. DELIVERY OR COLLECTION BY THIRD PARTIES

THE CUSTOMER may authorise another person to deliver or collect the vehicle, provided that THE COMPANY is notified in advance and the information necessary to verify such authorisation is provided.

THE COMPANY may request identification of the authorised person before delivering the vehicle.

THE CUSTOMER shall be responsible for the authorisations communicated to THE COMPANY.

16. USE OF THE VEHICLE DURING THE CUSTODY PERIOD

The vehicle shall remain in THE COMPANY's custody and storage during the contracted period.

Any temporary removal of the vehicle must be requested in accordance with the delivery and collection procedure established in this agreement.

Movements, transfers or deliveries requested by THE CUSTOMER shall be considered a separate operation where so established in the financial terms of Annex I.

17. EXPIRY OF THE AGREEMENT AND COLLECTION OF THE VEHICLE

THE CUSTOMER must collect the vehicle at the end of the contracted period, unless a written continuation agreement exists.

The vehicle remaining after the end date shall not constitute automatic renewal of the agreement.

If THE CUSTOMER wishes to continue using the service, THE CUSTOMER must enter into a new contract period or accept the terms communicated by THE COMPANY.

17.1. VEHICLE NOT COLLECTED

If, once the agreement has ended, THE CUSTOMER does not collect the vehicle, THE COMPANY shall contact THE CUSTOMER to require its collection and communicate the terms applicable to the vehicle's continued stay.

Where applicable, THE COMPANY may invoice the additional stay in accordance with rates previously communicated or, failing that, in accordance with legally applicable terms.

THE COMPANY may take measures legally permitted to protect its facilities and manage the vehicle situation, without this clause constituting authorisation to dispose of the vehicle outside legally established procedures.

18. EARLY CANCELLATION BY THE CUSTOMER

If THE CUSTOMER decides to cancel, abandon or unilaterally terminate the agreement before the end of the contracted period, THE CUSTOMER shall not be entitled to a refund of amounts already paid for the contracted period, unless a right to a refund applies under applicable law or the specific contractual terms.

Non-use of the parking space or service during all or part of the contracted period shall not, in itself, entitle THE CUSTOMER to reduce, offset or recover amounts previously paid, without prejudice to any rights legally available to THE CUSTOMER.

19. TERMINATION FOR BREACH

THE COMPANY may terminate the agreement where THE CUSTOMER materially breaches the obligations established herein, particularly where:

There is non-payment of amounts due.

False or materially incorrect information is provided about the vehicle.

Prohibited substances or materials are introduced or kept in the vehicle.

Conduct occurs that seriously compromises the safety of the facilities, employees, customers or third parties.

The proper provision of the service is seriously and repeatedly obstructed.

The financial or service-use terms are materially breached.

Damage is caused to the facilities as a result of an act attributable to THE CUSTOMER.

THE SERVICE PROVIDER may also terminate this agreement early where there is an objective and reasonable loss of trust making continuation of the contractual relationship unviable, particularly where THE CUSTOMER engages in conduct that seriously hinders the provision of the service, breaches the terms of this agreement, or repeatedly makes manifestly false or unfounded allegations or complaints regarding the condition, custody, damage or operation of the vehicle.

Cuando la resolución sea consecuencia de un incumplimiento imputable al CLIENTE, no procederá la devolución de las cantidades ya abonadas, salvo que legalmente corresponda otra cosa.

Where the nature of the breach permits, THE COMPANY may first require THE CUSTOMER to remedy it within a reasonable period.

Termination of the agreement shall in all cases respect the rights to which THE CUSTOMER is entitled under applicable law.

20. COMMUNICATIONS

Delivery and collection requests, incidents and other communications relating to the agreement must be made through the channels provided by THE COMPANY.

The 72-hour period specified in this agreement shall begin upon effective receipt of the request by THE COMPANY.

THE CUSTOMER must provide up-to-date contact details and notify any change that may affect proper management of the service.

21. DATA PROTECTION

THE CUSTOMER's personal data shall be processed by THE COMPANY for the purpose of managing the contractual relationship, providing the service, managing deliveries and collections, controlling access, invoicing and complying with applicable legal obligations.

THE CUSTOMER may exercise the rights available under applicable data protection legislation.

22. CUSTOMER SERVICE AND COMPLAINTS

THE CUSTOMER may notify THE COMPANY of any incident, complaint or request relating to the service through the available customer service channels.

Incidents relating to the vehicle's condition must be reported as soon as possible, providing, where necessary, the information and documentation required for verification.

THE COMPANY shall handle complaints in accordance with the established procedures and applicable regulations.

23. APPLICABLE LAW

This agreement shall be governed by the applicable laws of Spain.

Where THE CUSTOMER qualifies as a consumer, the mandatory consumer protection rules applicable to THE CUSTOMER shall apply.

Each clause of this agreement shall be interpreted in accordance with applicable law and, in particular, so as not to limit rights legally available to the consumer.

24. ACCEPTANCE

THE CUSTOMER declares that THE CUSTOMER has received, read and understood the terms of this agreement and expressly accepts the specific and general terms applicable to the contracted service.

In particular, THE CUSTOMER acknowledges the terms set out in this agreement.

Signing this agreement and its annexes constitutes acceptance of the terms applicable to the contracted service.

The obligation to notify deliveries and collections at least 72 hours in advance.

The possibility of moving and relocating the vehicle within the facilities.

The possibility of temporary transfer to external or airport areas to facilitate certain deliveries.

The recommendation to deliver the vehicle externally washed to facilitate verification of its condition.

The absence of liability for undeclared personal belongings not expressly accepted for specific custody.

The obligation to maintain the applicable insurance.

The financial terms of the service.

The term of the agreement and the conditions for expiry and continuation.

The terms applicable to additional operations.

The obligations relating to the mechanical condition and safety of the vehicle.

25. TERMS, CONDITIONS AND OPERATING PROCEDURES

THE COMPANY reserves the right to change or modify any terms, conditions or operating procedures relating to the delivery, collection and custody of the vehicle without prior notice.

ANNEX I — SPECIFIC TERMS AND CONDITIONS FORM

Esta ficha forma parte integrante del contrato y recoge las condiciones específicas aplicables a cada CLIENTE.

CLIENTE

Nombre y apellidos: _____

DNI/NIE: _____

Teléfono: _____

Correo electrónico: _____

VEHICLE

Marca y modelo: _____

Matrícula: _____

CONTRACTED PERIOD

Fecha de inicio: ____ / ____ / _____

Fecha de finalización: ____ / ____ / _____

ANNUAL FEE

Base imponible: _____ €

IVA: _____ €

TOTAL: _____ €

PAYMENT METHOD AND DATE

_____

_____

PRICING CRITERION

■ Vehicle size

■ Frequency of use

■ Space required

■ Otros: _____

INCLUDED DELIVERIES / COLLECTIONS

Número de operaciones incluidas: _____

PRICE OF ADDITIONAL OPERATION

_____ €

CONDITIONS FOR STAY AFTER EXPIRY

Tarifa aplicable, si corresponde: _____ € / día

Observaciones: _____

ADDITIONAL SERVICES CONTRACTED

_____

_____

_____

OBSERVACIONES

_____

_____

_____

ANNEX II — VEHICLE INTAKE AND CONDITION REPORT

DATE AND TIME OF INTAKE

____ / ____ / _____

Hora: _____ : _____

MILEAGE

_____

FUEL / CHARGE LEVEL

_____

KEYS AND REMOTES HANDED OVER

_____

_____

VEHICLE EXTERNALLY WASHED

■ YES ■ NO

PHOTOGRAPHS TAKEN

■ YES ■ NO

EXTERIOR CONDITION / PRE-EXISTING DAMAGE

_____

_____

_____

INTERIOR CONDITION / COMMENTS

_____

_____

_____

MECHANICAL WARNINGS / INCIDENTS

_____

_____

_____

OTHER ITEMS HANDED OVER

■ Main key

■ Spare key

■ Remote control

■ Access card / device

■ Otros: _____

ADDITIONAL COMMENTS

_____

_____

_____

It is recommended to retain this form and the photographs taken at the time of intake together with the agreement, as evidence of the vehicle’s condition on the intake date.

SIGNATURES

THE COMPANY

Nombre: _____

DNI/NIE: _____

Firma: _____

Fecha: ____ / ____ / _____

THE CUSTOMER

Nombre: _____

DNI/NIE: _____

Firma: _____

Fecha: ____ / ____ / _____