

GENERAL TERMS AND CONDITIONS OF RENTAL – CAPITAL MOTORS

ARTICLE 1 – Purpose

These General Rental Terms and Conditions (GTC) define the rights and obligations between CAPITAL MOTORS and the renter.

ARTICLE 2 – Acceptance of Terms

Any reservation or collection of a vehicle implies full acceptance of these terms and conditions.

ARTICLE 3 – Eligibility Requirements

The renter must:

- Be at least 20 years old
- Hold a valid driving license for a minimum of 2 years
- Provide all required supporting documents

For Premium and Sports vehicles, CAPITAL MOTORS reserves the right to require:

- A higher minimum age
- A longer driving license holding period
- Additional guarantees

ARTICLE 4 – Required Documents

The renter must provide:

- Identity document/passport
- Driving license
- Valid payment method in the renter's name

ARTICLE 5 – Reservation

The reservation becomes effective after:

- Approval of the application
- Required payment
- Security deposit payment

ARTICLE 6 – Pricing

Prices are stated in Euros including VAT and may include:

- Daily rate
- Weekly rate
- Monthly rate
- Additional options

ARTICLE 7 – Security Deposit

A security deposit is required before the vehicle is handed over.

The security deposit does not constitute an insurance deductible and does not limit the renter's financial obligations.

It may be used to cover:

- Identified damages
- Delays
- Missing fuel
- Exceptional cleaning
- Fines
- Tolls
- Administrative fees
- Any other costs due under the rental agreement

The security deposit will be refunded within a maximum period of 7 days after vehicle return, subject to additional inspections and the absence of damages or charges.

ARTICLE 8 – Vehicle Delivery

The vehicle is delivered:

- Clean
- In working condition
- With all legally required equipment

ARTICLE 9 – Vehicle Inspection Report

A vehicle inspection report will be completed at both pickup and return.

CAPITAL MOTORS may use time-stamped photographs and videos taken before and after the rental period to establish the condition of the vehicle.

By signing the inspection report, the renter acknowledges the visible condition of the vehicle upon delivery.

ARTICLE 10 – Authorized Use

The renter agrees to:

- Comply with traffic regulations
- Use the vehicle properly
- Protect and maintain the vehicle

ARTICLE 11 – Prohibited Use

It is prohibited to:

- Smoke inside the vehicle
- Participate in races or competitions
- Sub-rent the vehicle
- Transport prohibited substances
- Use the vehicle off-road
- Drive under the influence of alcohol or drugs
- Allow unauthorized drivers
- Use the vehicle outside the rental agreement terms

ARTICLE 12 – Authorized Drivers

Only persons declared in the rental agreement are authorized to drive the vehicle.

ARTICLE 13 – Insurance

The vehicle is insured according to the coverage subscribed to by CAPITAL MOTORS through its insurance partner. Applicable coverage details are specified in the rental agreement or attached documents.

The following situations are excluded from insurance coverage:

- Driving under the influence of alcohol or drugs
- Unauthorized driver
- Use outside contractual terms
- Gross negligence or serious misconduct
- Prohibited use as defined in Article 11 of these GTC

ARTICLE 14 – Deductible (Excess)

The applicable deductible is indicated in the rental agreement according to the vehicle category and selected options.

The deductible represents the maximum amount payable by the renter in case of damage, theft, or insured loss.

The security deposit is not considered equivalent to the deductible.

If repair costs are lower than the deductible amount, the renter remains liable for the actual repair costs.

If repair costs exceed the deductible amount, the renter will only be liable for the deductible amount, provided the insurance coverage applies.

In the event of excluded coverage, the renter may be held liable for the full amount of damages.

ARTICLE 15 – Accident / Damage Claim

In case of an accident, the renter must:

1. Secure the area
2. Contact and follow CAPITAL MOTORS instructions
3. Complete an accident report
4. Send photographs and supporting documents
5. Inform CAPITAL MOTORS within a maximum of 24 hours after the accident or incident

The accident or incident may result in termination of the rental agreement.

Damages identified after vehicle return may be subject to an expert assessment, quotation, or evaluation by a professional partner.

CAPITAL MOTORS reserves the right to issue an invoice corresponding to:

- Repairs
- Administrative costs
- Vehicle immobilization costs
- Additional costs related to claim handling

The renter may request supporting documentation.

ARTICLE 16 – Fuel

The vehicle must be returned with the same fuel level as at pickup.

Otherwise:

- Fuel will be charged
- Additional service fees may apply

ARTICLE 17 – Vehicle Return

The vehicle must be returned:

- At the agreed location
- At the agreed time
- In normal operating condition

Late return tolerance: 30 minutes.

Beyond 1 hour: an additional day may be charged.

If the vehicle is not returned within 24 hours without prior notice or approval, CAPITAL MOTORS reserves the right to take all necessary measures, including reporting the vehicle to the competent authorities.

ARTICLE 18 – Traffic Violations

The renter remains responsible for:

- Fines
- Tolls
- Parking fees
- Traffic violations

Administrative fees ranging from €25 to €50 may be charged for processing violation-related files.

ARTICLE 19 – Personal Data

CAPITAL MOTORS may collect certain data necessary for:

- Rental management
- Security purposes
- Legal obligations
- Fraud prevention

Individuals have the right to access, rectify, delete, and object to the processing of their personal data in accordance with applicable data protection regulations.

ARTICLE 20 – Applicable Law and Disputes

Any dispute shall be subject to the competent courts in accordance with applicable legal provisions.

CAPITAL MOTORS

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