

STANDARD TERMS AND CONDITIONS OF RENTAL

Aluvyaji Rent a Car & Tours Limitada (hereinafter Rental Company) hereby rents the vehicle (including any replacement vehicle) identified in this agreement subject to the terms and conditions set out namely in this agreement.

This document includes all the terms of the rental agreement entered into between the Rental Company and the Renter, the latter having read the said agreement carefully. If the Renter fails to understand any of the provisions contained herein, he should request due clarification from Rental Company agent dealing with his rental.

1. DELIVERY AND RETURN

The Renter acknowledges that the vehicle is in good overall condition and without apparent defects. The Renter undertakes to return the vehicle in the same condition in which s/he received it, along with any documents, spare parts and accessories at the location and on the date specified in the agreement. Should the vehicle be used in breach of the provisions of the agreement, Rental Company may terminate the agreement and repossess the vehicle at any time without demand, at Renter's expense.

2. RENTER'S RESPONSIBILITY

a) Notwithstanding the provisions contained in 2 b), (i) and (ii), in the event of any loss or damage to, theft or robbery of the vehicle or parts thereof while on rental, Renter shall pay Rental Company on demand the amount of all costs and losses including, without limitation, repair costs, depreciation, loss of renting revenues, towing and vehicle collection expenses, the amount established in our current tariff as the maximum non-waivable excess;

b) The Renter limits his or her responsibility under the terms set out below provided that s/he complies with the terms hereof and that the loss or damage has not been caused intentionally or by gross negligence of the Renter, by gross negligence of any authorised driver or by any unauthorised driver;

(i) Responsibility for any loss or damage caused to the vehicle (excluding theft and robbery) is limited to the total value of the maximum non-waivable excess established in Rental Company current price list;

(ii) Responsibility for loss of, or damages to, the vehicle deriving from theft or robbery thereof is limited to the total value of the maximum non-waivable excess established in Rental Company current tariff.

3. RENTAL COMPANY'S RESPONSIBILITY

Rental Company shall not be held responsible for any loss or damage suffered by the Renter except in the event of gross negligence on Rental Company part. None of the contents thereof shall exclude or restrict Rental Company's responsibility in the event of the death or bodily harm deriving from negligence or any other responsibility which cannot be legally excluded.

4. COSTS

Any costs referred to in this agreement are calculated in accordance with the Rental Company current price list and based on the use of the vehicle by the Renter in accordance with these Terms and Conditions.

The Renter agrees to pay or reimburse the Rental Company the following sums on demand:

a) Vehicle rental in addition to any other additional costs such as extra drivers; delivery and collection; different pick-up and drop-off locations; airport charge; cleaning; child seats, chairs & boosters; out of hours services and taxes. The price of the services and extras mentioned previously are available on the price list. The minimum rental period is one day. One day's rental consists of a 24-hour period as from the start of the rental. Should the Renter return the vehicle to the Rental Company after the anticipated return time, the Rental Company reserves the right to charge the Renter for an extra day's rental at the applicable daily rate. No refunds will be given for cancellations or no-shows;

b) Any costs to be borne by the Renter under the terms of Clause 2 or any charge concerning Road Tax Fee;

c) Costs referring to missing fuel in the event that the vehicle is returned without having been tanked up first;

d) Costs incurred in respect of the issuing of the vehicle's documentation if it has been misplaced or lost by the Renter;

e) The towing service to the nearest Rental Company station;

f) Applicable taxes at prevailing rates;

g) Should the Renter fail to make the payment due, a penalty interest at 20% will be charged in addition to such other costs as established in the agreement. No formal notification is required to this end;

h) Damage caused to tyres other than that deriving from the normal use or accidental punctures;

i) Any expenditure incurred including those of immobilising the vehicle in the event of seizure by the police authorities. Rental Company shall be notified of any claim or objections raised in respect of the aforementioned costs no later than 7 days after receipt of the final statement of account. Renter agrees to have the rental costs and other costs that directly or indirectly relate to the vehicle's rental debited to the credit card account provided at the beginning of the rental, even after the return of the vehicle and in accordance with Rental Company Standard Terms and Conditions of Rental.

5. VIOLATION OF TRAFFIC RULES

During the rental period the renter is held entirely responsible for any fines and/or penalties resulting from the violation of any traffic, parking and toll regulations, and for any inconvenience or responsibility deriving from them. Together with the amount of the fines and/or penalties, Rental Company will also charge an administrative charge of EUR 40.00 should there be any such fines and/or penalties during the vehicle rental period.

6. CONDITIONS OF USE

The Renter shall take good care of the vehicle, ensuring that it is securely locked and kept in a safe place when not in use. S/He shall furthermore use the correct fuel, connect and deploy any security device installed in the vehicle, insofar as such device exists.

The Renter shall not use nor allow the use of the vehicle:

a) To carry passengers or cargo for remuneration (without specific permission from the Rental Company in writing);

b) To propel or tow any vehicle, trailer or other object;

c) To participate in any race, rally, trial or other type of competition;

d) If the driver is under the influence of alcohol, drugs or any other substance affecting his or her perception or reactions;

e) In breach of traffic regulations;

f) Should the Renter fail to meet the basic requirements established by the Rental Company as regards age and valid driving license;

g) By another person who is not an authorised driver or by an authorised driver who fails to meet Rental Company basic requirements in respect of age and the possession of a valid driving license. In such cases the Renter is also responsible for the use of the vehicle and will be required to indemnify Rental Company under the terms hereof;

h) To drive or be driven outside of the island of Sao Tome;

i) For sub-renting (without specific permission from the Rental Company in writing);

j) To be driven in restricted areas, particularly on airport runways, airport service roads and adjoining areas;

k) The Renter is entirely responsible for any damages and losses made to the rental vehicle, when driven outside the authorised territories as per subtitle h) above.

Smoking is prohibited in our vehicles. Rental Company will charge a cleaning charge of EUR 100.00 if anyone smokes in the vehicle.

7. INSURANCE

Rental Company provides insurance coverage for persons using vehicle with its permission (and not otherwise) in accordance with an automobile civil liability insurance policy which can be examined at the Rental Company office if so required by the Renter. The referred policy meets all applicable legal requirements and provides cover for the owner, Renter and/or any authorised driver in respect of any legal claims brought by third parties arising from personal injuries or material damage deriving from the use of the vehicle. The terms of the insurance policy including territorial restrictions are incorporated as an integral part of the agreement.

8. ACCIDENTS

Any accident, loss, damage or theft must be reported immediately to the police and to the Rental Company. The Renter undertakes to complete an agreed statement of facts on motorway vehicle accident form as well as to complete and sign the accident or theft report form at the nearest Rental Company station. The Renter undertakes to co-operate with the Rental Company and its insurers in respect of any subsequent investigation or legal proceedings.

9. YOUNG DRIVERS

Minimum drivers age is 25 years, although Rental Company may implement a young drivers surcharge as specified in the applicable price list at time of rental, for drivers between the ages of 21 to 24 years old.

10. PERSONAL BELONGINGS

Rental Company is not responsible to the Renter or any passenger for the loss of, or material damage caused to, personal belongings kept in the vehicle during the rental period or thereafter.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

This agreement is subject to the laws of Sao Tome and Principe. In case of dispute, the consumer may resort to a court. The establishing parties deem that the Courts of Sao Tome and Principe shall have jurisdiction, with express waiver to any other.

12. PERSONAL DATA

The Renter authorises Rental Company to the computer storage and processing of the personal data provided in this rental agreement and to the communication of such information between the Rental Company group of companies and its business partners, for the same collection purposes including statistical analysis, marketing,

customer satisfaction surveys, marketing of Rental Company products, and credit control.

In the event of breach of the present agreement by the Renter, his or her personal data may be disclosed to third parties to the extent necessary to assist in the recovery of the losses caused by the breach. The Renter was informed that s/he may exercise over his or her personal data the right established by law, namely the right to access, rectify, update or modify and the right to oppose to the release of its personal data for marketing purposes or any other form of prospecting, by sending an e-mail to the Rental Company.

Aluvyaji Rent a Car & Tours Limitada