

The Company, **INSPECCIONES TECNICAS DE MALLORCA S.A.U**, hereinafter **PARK&TRAVEL** (the Company) with C.I.F: A-07209059 and address at Avenida Benvinguts, 64 Cala d'Or (Santanyi), CP: 07660, Illes Balears, hereby presents the general terms and conditions applicable to users of our parking services:

SERVICE PROVIDED BY THE COMPANY:

The company is providing a parking service for motor vehicles during the time of occupation, in exchange for a determined price depending on the parking time that you as a customer decide to hire.

PARK&TRAVEL UNDERTAKES THE FOLLOWING OBLIGATIONS:

- I. To provide the user, to whom access is permitted, with a space for parking the vehicle. The user declares and authorises the company to park the vehicle in any of the spaces it has provided for this purpose. The company will be responsible for transferring the vehicle and the user to these spaces when they are located far from the central offices.
- II. Collect the user's personal data, including the date and time of entry, in the company's computer, generating a computer entry report. The identification of the vehicle shall be recorded in the report or, where appropriate, in the computer report.
- III. Return the vehicle to the user or carrier in the condition in which it was delivered. Users are informed that non-fixed and removable accessories, such as personal belongings and mobile phones, must be removed by the users at the time the vehicle is left at the Company. Failing this, the Company shall not be held responsible for the restitution of these objects in the event of theft or robbery.
- IV. The entity has complaint forms in accordance with Law 3/2014, of 27 March, which amends the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007, of 16 November, as well as Royal Decree-Law 1/2021, of 19 January, on the protection of consumers and users in situations of social and economic vulnerability.
- V. The company does not have the special service that allows it to accept or be responsible for any non-fixed accessories or objects introduced by the user in his vehicle. In other words, the company is not responsible for any valuables that may be left in the vehicle. No information on the outside of the company from which it can be deduced the provision of the custody service and / or belongings and / or valuables outside the provisions of Article 1C of Law 40/2002 of 14 November, regulating the vehicle parking contract.

CLAUSES AND CONDITIONS APPLICABLE TO THE CONTRACTED SERVICE:

1. The minimum duration of the contract, without prejudice to the legally established extensions, is: one year, six (6) months, three (3) months or in days. In the event that the contract is terminated by the CLIENT before the end of the minimum duration of the contract, given that the price already paid by the CLIENT for the stay of his vehicle is established on the basis of the exact duration of one year/six/three months, the termination of the contract before the first TWELVE/SIX/THREE MONTHS already paid, will mean that the CLIENT will have to assume the cost of the remaining monthly payments until the end of this period, without **PARK&TRAVEL** having to reimburse any amount for this.

2. In the event that neither party terminates the contract with one month's notice, the contract shall be deemed to be extended in accordance with the provisions of the Civil Code. In the case of long-term contracts, renewal shall take place provided that the customer has paid the renewal fee before the last effective day of the current contract. The price of the contract is closed and agreed at the beginning of the contract, regardless of revision in subsequent extensions.
3. **PARK&TRAVEL** reserves the right not to renew the contract to the CUSTOMER without cause, notifying the CUSTOMER of such termination at the end of the contract.
4. The CLIENT will deposit at the offices of **PARK&TRAVEL** the key of his vehicle only. **PARK&TRAVEL** is not responsible for the loss or damage of any other key, remote control or other objects on a key ring.
5. The CLIENT must not leave valuables in the vehicle. **PARK&TRAVEL** is not responsible for the loss, theft or damage of these objects. In any case, non-fixed and removable accessories must be removed by users, not reaching, failing that, the owner of the parking the responsibility for restitution of any of the above.
6. The CLIENT will deposit his vehicle at the **PARK&TRAVEL** facilities and **PARK&TRAVEL** will park it for the duration of the contract in one of the areas provided by the Company for this purpose. **PARK&TRAVEL** and its employees will have the right to move the CLIENT's vehicle for the correct use of the parking spaces, being able to move it in the different registered properties of its activity, always depending on the needs of the parking spaces, organisation and services.
7. The CLIENT must notify **PARK&TRAVEL**, at least 24 hours in advance for the collection of the vehicle or to make changes to the scheduled date of collection.
8. THE CUSTOMER, in case of not having previously paid the parking service to **PARK&TRAVEL**, must pay the contract price and all services provided to the removal of the vehicle, counting from the date of deposit the number of calendar days in which it has been parked on the premises of **PARK&TRAVEL**, regardless of the time of deposit and withdrawal. In any case, **PARK&TRAVEL** will have, against any person, the right to retain the vehicle as a guarantee of payment of the parking fee.
9. **PARK&TRAVEL**, once 30 days after the end of the parking contract with the CUSTOMER and have not proceeded to its renewal, will proceed to move the vehicle to the car park located in Cala d'Or, owned by INVERSIONES GERO S.L with CIF: B-07663370. Once the transfer has been carried out, **PARK&TRAVEL** will again request the owner and, in the absence of response, in accordance with the provisions of Article 6 of Law 40/2002 of November 14, 2002, which regulates vehicle parking contracts, will notify the police or the corresponding body of the state of abandonment of the vehicle to request authorization from the Provincial Traffic Headquarters to transfer the car to an Authorized Vehicle Treatment Centre for its decontamination and destruction. The CLIENT, from this moment, authorizes this procedure in case of not responding or notifying anything to **PARK&TRAVEL**.
10. In monthly contracts (subscriptions) **PARK&TRAVEL** will never stop, postpone or refund any amount for the months that the customer does not use the subscription regardless of the cause.
11. The collection of the vehicle can only be done by the CLIENT. The vehicle will only be delivered to a person other than the CUSTOMER with prior written authorization (by email) to info@parkandtravelmallorca.com, identifying that person by ID card, NIE or passport.
12. If the CUSTOMER would like to contract with PARK & TRAVEL any other service apart from the parking of your vehicle, you must notify in advance and PARK & TRAVEL will undertake to return the vehicle with the service provided. The CUSTOMER must check upon collection of the vehicle and before leaving the **PARK&TRAVEL** facilities, that it works perfectly, as far as the service provided is

concerned, and that there is no damage, as well as that its enclosures work properly and that the bonnet is properly closed.

13. Other benefits such as vehicle washing or MOT will be offered by the Company and specifically agreed with the CLIENT, subject to the availability of **PARK&TRAVEL** to carry them out.

14. **PARK&TRAVEL** has a civil liability policy contracted by INSPECCIONES TÉCNICAS DE MALLORCA S.A.U. The conditions of valuation and execution of these guarantees are those established in these policies, which are available to the client for review.

15. **PARK&TRAVEL** is only responsible for damage caused by its staff to the vehicle deposited by the CUSTOMER in its facilities, not including in any case those caused by the wear and tear of the vehicle. Any claim must be formalised before the removal of the vehicle from **PARK&TRAVEL**'s facilities and the client must justify or prove that the damage claimed was not caused before the vehicle entered **PARK&TRAVEL**'s facilities. The Company will repair the damage in one of its approved and authorized repair shops. **PARK&TRAVEL** is not responsible for mechanical and / or electrical failures that may appear in the vehicle deposited by the CLIENT during its stay in its facilities. Any damage or claims of any kind will only be dealt with if they are reported within our car park at the time of the vehicle's removal.

16. **PARK&TRAVEL** reserves the right to refuse the custody of a vehicle, in spite of having a reservation, when due to its own bad condition or size it considers that it may cause any possible future problem.

17. The company may use the procedure provided for in article 86 of the Law on Traffic, Circulation of Motor Vehicles and Road Safety, approved by Royal Legislative Decree 339/1990, of 2 March, in accordance with the wording given by Law 18/2009, of 23 November, which amends the text of the Law on Traffic, Circulation of Motor Vehicles and Road Safety.

18. In accordance with the provisions of Article 5 of the Organic Law on Personal Data Protection, Law 15/1999 of 13 December (hereinafter LOPD), the company informs you that your personal data will be included in several mixed files called CUSTOMERS/USERS whose purpose is to provide the contracted services, for administrative, accounting and tax purposes, as well as to inform you of the company's services. The party responsible for the files is **INSPECCIONES TÉCNICAS DE MALLORCA S.A.U.** with CIF: A-07209059, address at Avenida Benvinguts 64, C.P: 07660 Cala d'Or (Santanyí), Balearic Islands.

19. Likewise, we inform you of the possibility of exercising, at any time, the rights of access, rectification, cancellation and opposition of your personal data by sending a letter to the address indicated above and/or to the email address: info@parkandtravelmallorca.com.

20. The CUSTOMER must deliver the vehicle in full mechanical condition, in perfect working order, with all technical inspections and revisions and with all the legally required documentation, which adequately guarantees the availability of the vehicle by the CUSTOMER and its movement by employees of the Company under the terms of clause 6.

21. The CUSTOMER must deliver the vehicle with a minimum of fuel in the tank, allowing the displacement within **PARK&TRAVEL** facilities. For vehicles that are delivered with an empty fuel tank, **PARK&TRAVEL** will charge a penalty of 30 € for operational difficulties generated in addition to charging the fuel that has been put in the vehicle for its implementation.

22. The Company is not responsible in any case for any damage to the batteries of the CLIENT's vehicle, nor for the correct functioning of the same when the CLIENT collects the vehicle from the Company's facilities. If due to the poor condition of the vehicle it is not possible to start the engine, **PARK&TRAVEL** will not be responsible for the cost of towing or starting the vehicle.

- 23.** The Client must arrive at our facilities at least 20 minutes before the Check-in time. **PARK&TRAVEL** will not be responsible for a possible missed flight.
- 24.** The Company is not responsible for any damage that may be caused to the tyres and/or tubes, if any, of the wheels of the CLIENT's vehicle, neither for punctures nor for embedded elements of any kind.
- 25.** The exterior cleaning of the vehicle shall always be carried out by machine. **PARK&TRAVEL** may clean the vehicle outside the **PARK&TRAVEL** premises and/or the **PARK&TRAVEL** Vehicle Storage Centre when deemed appropriate.
- 26.** **PARK&TRAVEL** offers, subject to availability, an exclusive recharging service for electric and hybrid vehicles. The price of the service is per recharge, regardless of the state of charge, the type of vehicle (electric or hybrid) and the model or make. This service can be contracted through the **PARK&TRAVEL** website or when the vehicle is delivered to the company car park.
- 27.** **PARK&TRAVEL** employees must be able to roll down the windows of the vehicle to carry out their work when necessary due to heat and other circumstances. The company **PARK&TRAVEL** assumes no responsibility in cases where the vehicle window is damaged and can not be closed again. **PARK&TRAVEL** is not responsible and will not assume the obligation to repair the window of the vehicle that is damaged and / or can not close properly in the case contemplated above.
- 28.** **PARK&TRVEL** employees are over 18 years old. The CUSTOMER assumes that in case of an accident of **PARK&TRAVEL**, the Company will not assume any responsibility if the CUSTOMER's Vehicle Insurance policy, as a condition of coverage, requires a different age than **PARK&TRAVEL**'s employees.
- 29.** **PARK&TRAVEL** will not be responsible for the breakage of glass (due to thermal effect) that occurs in the facilities as long as this breakage has its origin in an impact or breakage prior to the hiring of the parking service. The company will also not be responsible for breakage due to glass shrinkage caused by temperature changes outside.
- 30.** CLIENTS requesting an MOT (Technical Vehicle Inspection) are informed that, in the event of an accident on the way to the MOT Centre, they assume the obligation to report the accident to their own compulsory vehicle insurance, exempting **PARK&TRAVEL** from this obligation.
- 31.** For the purpose of proceeding with the notifications that correspond to the application of this contract, the parties expressly state as the address for notifications, including e-mail, those that appear in the contract, with those made in the same being valid. Any modification of the same, in order to be effective, must be reliably communicated to the other party.
- 32.** For the resolution of any issues that may arise, arising from this contract, the parties are subject to the Courts and Tribunals of Palma de Mallorca - Balearic Islands, as the place of conclusion of the contract and fulfillment of the obligations of the same.
- 33.** The translations of these general terms and conditions are for information purposes only and are not legally binding in every detail of their wording, being only valid its Spanish version.