

General Rental Conditions

Art. 1 – Object of the Contract

Art. 2 – Driving requirements and accessibility to rental

Art. 3 – Booking conditions and Payment

Art. 4 – R.C.A insurance and compensation limitations

Art. 5 – Taking over the vehicle

Art. 6 – Obligations of the Customer regarding the circulation and use of the vehicle

Art. 7 – Additional obligations of the Customer

Art. 8 – Return of the vehicle

Art. 9 – Security deposit

Art. 10 – Fees due to the Lessor

Art. 11 – Liability of the Customer in the event of accident, theft and damage and options for reducing liability towards the Lessor

Art. 12 – Causes of exclusion of the Reductions in liability of the Customer provided for in art. 11

Art. 13 – Conclusion of the contract in the name and / or on behalf of a third party and jointly and severally liable

Art. 14 – Use of satellite devices

Art. 15 – Resolution and contract termination

Art. 16 – Delayed Charge

Art. 17 – Processing of personal data

Art. 18 – Translation and prevailing version

Art. 19 – Applicable Law and Jurisdiction

Art. 20 – Domicile and communications

General Rental Conditions

Art. 1 – Object of the Contract

With the contract the company Viaggiare S.r.l (hereinafter "Lessor"), with registered office in Borgo Valsugana (TN) Via XI Febbraio 4 Cod. Fisc. and P. Iva 02348700226 delivery to the Customer (hereinafter "Lessee") the vehicle described for the period of time and under the conditions specified in the rental letter.

The contractual relationship between the Lessor and the Customer is governed by the following documents:

- a) The Contract (also referred to as the Rental Letter) signed at the time of collection of the vehicle which summarizes the conditions and data applicable to the rental, including the characteristics of the vehicle, its state of use at the time of delivery, the times and places of the beginning and end of the rental, the services also accessories included, the costs, the operating insurances and the optional conventional compensation limitations (called deductibles). The rental letter will be supplemented with the indications relating to the state of the vehicle at the time of return (called the "Check-in" form), and will be valid as a return report.
- b) These general and particular rental conditions, including any attachments;
- c) The damage table attached to the rental agreement.

By signing the Rental Agreement, the Customer accepts the terms and data contained therein, its attachments, what is indicated on the conditions of the vehicle, the check-out / check-in forms, as well as these General and Particular Rental Conditions.

Art. 2 – Driving requirements and accessibility to rental

At the time of collection of the vehicle, the Customer and each authorized driver must present a valid national driving license or permit that enables him to drive the rented vehicle, a valid means of payment accepted by the Lessor, as well as a personal identity document or passport.

If the Customer has a license issued by a non-EU foreign state, it is also necessary to show an international driving permit. In the case of a driving licence with characters other than Latin characters and numbers other than Arabic numerals (e.g. Cyrillic, Hebrew, Chinese, etc.), in addition to the international driving permit, a sworn translation of the licence is required.

Both the Customer and each authorized driver, for all categories of cars, must be between 25 and 75 years old and be in possession of a valid driving license of an EU / EFTA country that enables the type of rented vehicle, issued for at least 12 months and expiring after the rental period.

Drivers under the age of 25 and over 75 are allowed access to the rental with the application of a daily price supplement (see table "description extra costs" in the section Special rental conditions) in relation to certain categories of vehicles determined by the Lessor depending on the age groups, however for certain categories of vehicles there are specific limitations regarding the age of the driver and / or the duration of possession of the driving license not derogable through the application of the supplement.

When the Customer at the time of collection of the vehicle is unable to present the required documents, the Lessor may refuse to conclude the contract, or withdraw from it if already signed, without this entailing any breach of contract by the Lessor or compensation / indemnity obligation for any reason due.

In any case, the Lessor's right to refuse the conclusion of the lease at his free and unquestionable discretion is reserved.

Art. 3 – Booking conditions and Payment

- a) The reservation allows you to reserve a vehicle and extra options for pickup on a predetermined date, time and location and for the agreed rental period. The reservation can be made in the Agency, online, on the Lessor's website or through third-party intermediaries (brokers). The rental rates in force at the time of booking will be guaranteed when the Customer signs the Rental Contract/Letter, with which the negotiation relationship is finalized. Until now, no information or content assumes contractual importance or offered to the public. All reservations are binding with regard only to price categories and not to the types of vehicles; the preferences in the models are subject to the availability of the Lessor and are to be understood as not guaranteed at the time of booking. In case of unavailability of the booked Vehicle, the Lessor reserves the right to replace it with one of a category corresponding to or higher than that chosen by the Customer at the time of booking.
 - a) identity document;
 - b) in the event that the Customer is the legal representative of the Company, a Chamber of Commerce registration is required;

- c) driving license issued for at least 1 (one) year of category appropriate to the characteristics of the rented vehicle;
- d) credit card with an expiry date of no less than 3 (three) months.

If the payment of the rental is made in advance online, in case of cancellation of the reservation, the same must be communicated in writing to the Lessor and the Customer undertakes, as of now, to pay a penalty as follows:

- a) waiver communicated with notice of at least 48 (forty-eight) hours nothing will be due;

The Customer expressly authorizes the Lessor to charge these amounts to the credit card indicated at the time of booking.

The Lessor undertakes to honor the reservations accepted when the Customer presents himself at the desk of the rental station indicated on the confirmed day and time, with a maximum tolerance of 1hour. If the Customer presents himself beyond the tolerance provided, the Lessor is exempted from the delivery of the vehicle without this implying a breach of contract of the same.

- b) The payment of the rental, if not prepaid, is made at the rental station with the main credit cards, debit cards. American Express and Diners aren't accepted. At the time of booking or at the time of signing the Contract, the Customer undertakes to present his nominal credit card to the Lessor who will make the relative pre-authorization as a security deposit according to the criteria established in Art. 9) and to the extent set out in the "Excesses and Deposits Table" in the Special Rental Conditions section. In case of rental with a debit card, a debit / prepaid card and the following documents must be presented at the time of collection of the vehicle: driving license, identity card or passport and return air ticket or similar document. The card is required to guarantee the rented vehicle and the security deposit will be charged and / or retained on it. The Customer is required to check the availability on the card of a sum sufficient to cover the required deposit of € 250.00. This amount will be returned, unless an event involving a charge under these general conditions occurs, at the end of the rental by bank transfer. The Customer declares to have been informed in advance by the Lessor that the use of a debit / prepaid card entails, in order to collect the vehicle at the rental station, the automatic activation of the conventional "Full Cover" limitation of liability, the relative cost of which the Customer accepts and undertakes to pay the Lessor in addition to the rental fee. The vehicle will be rented with the following cards at the discretion of the lessor, who reserves the right not to deliver the car if the guarantees given by the customer are not sufficient.

Art. 4 – R.C.A insurance and compensation limitations

- 1- With regard to R.C.A. Coverage

The Lessor guarantees the insurance coverage of Civil Liability towards third parties with reference to people, things and animals. The transported on the Lessor's vehicle is equated to the third. The Customer, like the authorized driver, is not guaranteed by any R.C.A. insurance coverage in the event of damage that affects him directly or that concerns objects or luggage transported.

The insurance is not operative (i) if the driver is not authorized in accordance with the provisions of the law in force;(ii) if the carriage is not carried out in accordance with the provisions in force or with the indications of the registration certificate; (iii) in the case of a vehicle driven by a person in a state of intoxication and / or under the influence of narcotic substances, or to which a penalty has been applied pursuant to Articles. 186 and 187 of the Highway Code.

The R.C.A. insurance coverage is included in the rental fee and meets all legal obligations regarding civil liability towards third parties, with a maximum of € 25,000,000.00.

If requested, the Customer can choose to purchase at an additional daily cost the additional Service of Driver Accident Coverage (PAI) (see table "extra cost description" in the section Special rental conditions), which protects the drivers of the rented vehicles if they suffer physical injuries due to a road accident while driving the vehicle itself.

- 2- With regard to the limitations of the Customer's liability

The limitations of the Customer's liability are not insurance products but contractual agreements that the Lessor makes available to the Customer. The rental fee includes the agreement to limit liability for CDW (Collision Damage Waiver) and theft protection (TP) which in the event of damage or upon the occurrence of the event limit the Customer's liability to the Lessor to the excess indicated in the Rental Agreement. In addition, with the inclusion in the rental fee of the supplements "Basic Cover" "Maxi Cover" and "Full Cover" (see section Special rental conditions at the "Table reductions Security

Deposits and Deductibles" at the bottom of these general conditions), the deductibles provided for by the CDW and the TP may be further limited or totally excluded. By signing the Rental Agreement the Customer accepts, declaring for this purpose to have been informed by the Lessor, that the R.C.A. coverage, within the limits permitted by applicable law, as well as all products for compensation limitations will be considered null and void, and therefore will not provide any protection against third parties (with reference to R.C.A.) or reduction/elimination for damage or loss to the Lessor (with reference to the CDW-TP - Silver – Gold – Super Gold – Platinum - and any other established conventional limitation), if the damage or failure to return the vehicle is attributable to willful misconduct, gross negligence, negligence or violations of the Highway Code of the Customer or the authorized driver(s), or as established in these general rental conditions.

If the R.C.A. coverage and the compensation limitations are null and void, as the event is attributable to the Customer on the basis of the above, without excess constraints the Lessor is authorized to claim against the Customer up to the total amount of the damage or economic loss suffered or suffered (in this case the higher amount between the two will be charged). In case of purchase from third parties of a deductible insurance, or similar products to cover the deductible provided for the compensation limitations of the Lessor, the Customer will still be held liable to the Lessor for any amount due up to the deductible indicated in the rental contract and it will remain the responsibility of the Customer to request the relative reimbursement to his insurer and / or third party.

Art. 5 – Taking over the vehicle

- 1- The vehicle will be delivered to the Customer within the agreed term and place and must be returned in a good state of maintenance and in the place specified in the rental letter.
- 2- The rental begins on the day and time of delivery of the vehicle to the Customer.
- 3- The vehicle is delivered with the amount of fuel indicated in the rental letter as well as equipped with the triangle for emergency parking, a reflective jacket, the usual tools, the spare tire or repair kit, the RCA insurance coupon and all the documents necessary for circulation, and must be returned with said accessories and tools. Upon delivery of the vehicle, the Customer is obliged to verify that everything previously indicated is present on board.
- 4- The Customer is obliged to keep under his own responsibility all the documentation, the keys of the vehicle, the license plate and the various equipment, accessories and tools.
- 5- In case of loss and / or damage, the Customer will be charged the value of the damaged and / or lost item, except in case of loss or theft of the keys, for which the relative amount indicated in the "Extra cost description" table will be charged, in addition to the daily rental rate due for the days of non-use of the vehicle by the Lessor, except, however, the greatest damage. The Lessor specifies that the rental centers are not equipped with the second keys, therefore case of loss or theft of the keys and made exclusive obligation to the Customer to call the service of tow truck agreement supporting the relative cost.
- 6- The vehicle must be returned with the same amount of fuel present at the beginning of the rental. In case of non-replenishment by the Customer, the Lessor will charge the Customer the penalty for "failure to top up" to the extent indicated in the table "Description Extra costs". The Customer's right to purchase the "Full tank option" service at the counter, which eliminates the obligation to return the car with a full tank.
- 7- The Customer, taking delivery of the vehicle, as well as by signing the contract / rental letter, declares to have verified that the same is in a good state of maintenance and suitable for the agreed use, in perfect mechanical efficiency and in accordance with the description that appears in the rental letter; it also undertakes to return it with all its equipment within the times indicated in the rental letter. The Customer also declares that the vehicle has been viewed before delivery, does not present scratches or injuries to the bodywork and internal parts of the vehicle except for those possibly reported in the check-out form attached to the rental contract.
- 8- The vehicle must be used in accordance with its intended use, for the transport of persons and / or goods up to the limit indicated in the registration certificate. The Customer in any case undertakes not to use, even through third parties, the vehicle for the transport of people or things, except in the latter case for vans.
- 9- The liability of the Lessor is excluded, except for willful misconduct or gross negligence, in the following cases:
 - a) for loss and damage resulting from breakdowns;
 - b) failure or delayed delivery of a vehicle of a category other than that requested;

- c) damages of any kind suffered directly or indirectly by the Customer, by the authorized driver or by third parties transported, due to defects in the functioning of the vehicle caused by manufacturing defects, even if it causes road accidents;
 - d) for any direct or indirect prejudice to the Customer for the goods transported or forgotten on the vehicle upon return;
 - e) damage resulting from interventions carried out by unauthorized third parties.
- 10- The Lessor does not insure the goods or goods carried on board the vehicle and assumes no responsibility in this regard.
- 11- The Customer must indemnify the Lessor from any claim made by third parties for damage suffered to the goods transported on the rented vehicle.

Art. 6 – Obligations of the Customer regarding the circulation and use of the vehicle

- 1- The Customer and each authorized driver undertake to keep and use the Vehicle with the utmost care and diligence. Save the proof referred to in art. 1588 of the Civil Code, the violation of the rules of the Highway Code and / or behavior different or contrary to the diligence of the good father of the family will result in the charge to the Customer of all any damage caused to the rented vehicle.
- 2- The Customer also undertakes, under his full responsibility, including compensation and also for the fact attributable to another driver, to:
 - a) not to drive or use the vehicle, unless authorized in writing by the Lessor, outside the territory of the Italian State and major islands;
 - b) not to drive or use the vehicle by a person not indicated at the time of rental as a driver according to what is reported on the letter / rental agreement, or by a person who has provided false information about his age, name or address;
 - c) not to use the vehicle in such a way as to render null and / or ineffective insurance coverage, as well as not to overload the vehicle with things and people beyond the number, weight, quantity and / or volume, indicated by law and / or in the vehicle registration document;
 - d) not to drive the vehicle under the influence of drugs, narcotics, alcohol or intoxicants or any substance capable of impairing the ability to understand and react, as well as not to drive or use the vehicle in conditions of psycho-physical fatigue, such as to reduce or affect the ability to control the vehicle or the performance of all the necessary maneuvers in a safe condition, especially the timely stopping of the vehicle within the limits of the field of vision and in the face of any foreseeable obstacle;
 - e) refuel the vehicle with the correct type of fuel and liquids necessary and suitable for the circulation of the same, after constant control of the levels and carrying out, where necessary, the appropriate top-ups;
 - f) not to drive the vehicle if the tyres do not have the required pressure, constantly checking the conditions of maintenance and use of the same;
 - g) use and guard the vehicle in such a way as to guarantee the safety and integrity of the same, inserting any existing closing and alarm device and avoiding, if possible, leaving the vehicle in unattended places, open windows and devices and / or valuables in sight in the passenger compartment;
 - h) not to sublet or rent or pledge or sell the vehicle, not to carry passengers for a fee and / or for hire and not to assign all or part of this contract and / or the rights and obligations arising from it without the written consent of the Lessor;
 - i) not to use the vehicle to push or tow any other motor vehicle or trailer;
 - j) not to drive or use the vehicle without due attention on roads in inadequate conditions, off-road, in prohibited areas, dirt roads or whose size or bottom may involve a risk of damage, or in any case unsuitable for the technical characteristics of the same, on board ships, boats, trains or trailers, unless otherwise specifically agreed in writing with the Lessor. If the Lessor authorizes such uses, the Customer acknowledges that the operation of the insurances may vary or fail;
 - k) not to drive or use the vehicle in races, competitions or tests of speed or dexterity, give driving lessons and driving support;
 - l) not to transport people, animals, substances and things that, also due to their condition and smell, may damage the vehicle and / or affect or delay its subsequent rental, as well as to ensure that all luggage and goods transported are well stored and closed in order to avoid damage to the vehicle, as well as to people;

- m) not to carry out any repair work on the rented Vehicle without the written consent of the Lessor and / or without respecting its indications;
 - n) immediately inform the Lessor of any faults / anomalies of the vehicle and the ignition of warning lights, interrupting the circulation of the same and referring to the instructions of the Lessor regarding the possible replacement or return of the vehicle.
- 3- The Customer is entirely responsible for any prejudice and / or damage suffered by the Lessor resulting from any violation of the aforementioned obligations and, in general, of his negligence in the use of the vehicle. Failure to comply with the aforementioned obligations also constitutes a serious breach and, therefore, the Lessor may declare the contract terminated pursuant to art. 1456 c.c. and request the return of the vehicle to the Customer. The exercise of the right of termination by the Lessor does not free the Customer from the obligation to pay the agreed fees until the end of the rental. Therefore the fees already anticipated will not be reimbursed by the Lessor, while those still to be collected will be charged to the Customer, in addition to all the additional costs and charges deriving from the rental, except for the greater damage. Furthermore, the Customer acknowledges, having been duly informed by the Lessor in this regard, that failure to comply with the above obligations may result in the loss of the operation of the insurance and / or the conventional limitations / exclusions of liability of the Customer.

Art. 7 – Additional obligations of the Customer

The Customer and each authorized driver undertakes to:

- 1- provide correct information about their personal details, their address of residence and the ownership of the legal requirements for the qualification to drive, as well as to communicate their telephone number and their e-mail address in order to guarantee the Lessor their availability for the purposes and for the purposes set out in the Contract and in these General Rental Conditions;
- 2- return the vehicle in the place, date and time indicated in the rental contract equipped with all the accessories present at the time of delivery and in the same state in which it received it;
- 3- provide for the payment and hold harmless the Lessor of any contravention and any charge resulting from violations of the highway code, or other provisions of law and regulations, tolls, the cost of parking and in general the sums deriving from the driving of the vehicle, even by third parties, during the rental period and to reimburse the Lessor for any expenses incurred, in addition to the cost of management for each administrative practice (fines and claims) in respect of which the Customer authorizes from now on the charge to him. In order to exclude any liability, the Lessor is authorized to provide the competent authorities with the registers and documents certifying the identity of the user of the vehicle at the time of the dispute. In the event that the Customer directly pays the contravention report, he must provide the Lessor with proof of the payment made at the time of return of the vehicle;
- 4- sign, after verification of the vehicle at the time of return, the check-in form indicating the status of the vehicle at that time; failure to sign the "check-in" form by the Customer entails the forfeiture of the latter from the right to raise subsequent disputes with respect to the damages charged;
- 5- jointly and severally liable for the driver's conduct as well as his own. All rights and obligations deriving from these general rental conditions, as well as the related rental contracts, apply in favor and at the expense of each driver who uses the vehicle pending the rental contract concluded between the Customer and the Lessor;
- 6- do not smoke and do not allow passengers to smoke inside the vehicle;
- 7- in the event of an accident suffered or caused by the rented vehicle, also understood as an event that suddenly hits the vehicle from the outside with a mechanical force, even if the same does not suffer damage: a) immediately inform the Lessor of the event, transmitting to him in the following 24 hours the CAI form completed in detail in its entirety or, failing that, detailed report of the facts by filling out the form provided by the Lessor and / or, alternatively, report of intervention of the police in case they intervened; b) not to issue any declaration of responsibility; c) take note of the personal details of all the parties involved in the accident and of any witnesses, including the details of the insurance companies of the vehicles involved (company – policy number – agency); d) follow the instructions that the Lessor provides regarding the custody and / or repair of the vehicle. In case of non-fulfillment of even one of the aforementioned obligations, the Customer is responsible for all damage suffered by the vehicle, even in the case of a potentially active accident. It should also be noted that the CAI form does not exclude the Customer's liability until the insurance company concerned has declared him "active" for the Lessor.
- 8- in case of total or partial theft or damage by attempted theft or vandalism, immediately report the fact

- to the competent Authorities and deliver to the Lessor the original version of the complaint, together with the vehicle keys;
- 9- pay the security deposit provided for in the contract;
 - 10- pay the rental fee, as well as the consideration of any cost, charge, optional, extra or supplement deriving from the signing of the contract.

Art. 8 – Return of the vehicle

- 1- The Customer undertakes to return the vehicle, together with its accessories and documents, free from things or goods, in compliance with the times and places indicated in the contract / rental letter, in the same conditions in which it was delivered, including cleaning, except for wear and tear proportionate to the duration of the rental and the mileage traveled.

Upon return, the Customer has the burden of verifying, in contradictory with the Lessor according to the procedures indicated below, the state of the Vehicle, ascertaining and signing any discrepancies with respect to what is indicated in the report at the time of delivery.

In case of non-joint verification, the Customer expressly authorizes the Lessor to charge the cost of any damage found on the Vehicle even after the return, together with the cost of managing any administrative practice related to the damage found, as required by the "Delayed charge Agreement" signed and delivered to the Lessor.

a) Introduction to the procedure for returning the vehicle

All easily detectable damages are managed through the Damage Table attached to the contract, developed and periodically updated in order to allow the management of damage in a practical and fast way, through the prior indication of the average cost of repair of the most common minor damages based on the amounts requested by bodyshop and workshops for components and work.

b) Checking-up of the car

During the check-out (exit of the vehicle for the rental), all the damages already present on the vehicle will be listed in the appropriate Check-Out Form. The Customer is obliged to carefully check what is reported in the aforementioned form, verifying that there are no errors and reporting any discrepancies detected to our operators before leaving the station with the vehicle. In the absence of the Customer's reporting of detection errors upon delivery of the vehicle, all damage detected upon return of the same and not reported in the check-out form are considered caused during the rental period. At the time of return (check-in) a new check will be carried out on the vehicle and the Customer will be given the Check-In Form for subscription, in which any new damage not caused by normal wear and tear will be indicated. Normal wear and tear means normal wear and tear due to reasonable use of the car e.g. minimal scratches and chips, micro-dents under 3 millimetres.

During peak periods, the Lessor's staff will need a time of 15 to 30 minutes to carry out the check during check-in and agree with the Customer any damage and discrepancies detected. If the Customer is in a hurry and cannot attend the verification of the state of the car, the checking-Up and detection of anydiscrepancies will still be carried out in his absence and the damages charged.

c) Hidden damage

During check-in, some damage may not be immediately apparent, for example those caused to inaccessible components of the car (engine, tank, clutch, etc.) or hidden due to poor lighting/unfavorable weather conditions and/or dirt/dust on the bodywork. If damage of this type is detected, the Lessor will inform the Customer, providing within 30 days of the communication the documentation proving what was found before charging the related costs. In such cases, the Lessor will release the security deposit only at the end of the checks that must in any case be completed within 20 days from the date of return of the vehicle.

d) Technical downtime

Upon the occurrence of any harmful event, including claims without counterparty or not reported, the Customer will be charged a fee for technical detention of the vehicle in the amount of € 59.00 + VAT. This amount is fixed, per rental, regardless of the duration of the detention and the category of the rented vehicle.

e) Detection and charge of damages

The detection phase is characterized by the following 3 most common scenarios:

- Simple damage, agreed upon during the return phase. For simple damages agreed and accepted by the Customer during check-in, an amount equal to that indicated in the Damage Table attached to the contract / rental letter will be charged which will be included in the final invoice.
- Simple damage, not agreed because the Customer was not present. If during check-in the Customer is unable to attend the checks (for haste or return after hours) and the damage detected is simple, the

Lessor will charge the relative amount using the Damage Tables attached to the contract.

In such cases, the Customer will be duly informed by e-mail or traditional mail. The notification in question will be sent within 30 working days from the return of the vehicle with the documentation proving the damage attached.

- Important damage. If the damage is significant or is not reported in the Damage Table attached to the contract, we will request a certified expert company to carry out, within 60 days from the date of end of the rental, an assessment. Once the evaluation has been obtained, 5 (five) working days before the charge on the credit card, a written communication will be sent to the Customer to the e-mail address provided with the indication of the damage detected and the related cost.

f) Complaints

The Customer has the right to complain within 5 days from the end of the rental date for any disservice received. Any disputes relating to the charges, made for any reason by the Lessor, may be advanced by the Customer only upon payment of the same and in any case no later than 5 days from the charge.

g) Return through the use of the KEY BOX

The Vehicle must be returned during the opening hours of the Agency where it was taken over. The Customer acknowledges that the rental ends on the date and time of actual return of the vehicle to the Lessor's staff. In the event that the vehicle is returned outside the opening hours of the Agency, the rental will not be considered concluded with the insertion of the keys in the "KEY BOX", but ends on the date and time of subsequent reopening of the Agency, or until the Lessor regains possession of the vehicle. Until the moment of reopening of the Agency, the Customer is responsible for any damage found and not reported on the vehicle, and is also responsible for the theft in any way by third parties of the vehicle or parts of it, as well as the same keys stored in the box.

- 2- In case of failure to return the Vehicle within the times indicated in the contract / rental letter (ie after 29 minutes of maximum tolerance of the Lessor beyond the time of return indicated in the contract) the Customer undertakes to pay the penalty provided for "late check in", except in any case the greater damage and unless authorized in writing by the Lessor to continue the rental. In this case, until the end of the authorized period, the previously agreed rate valid at the time of the extension request will be due; after this deadline, the aforementioned penalty will be applied again. It is possible to choose, as an additional extra at the time of booking, the possibility of returning the vehicle to a place other than that of delivery. This extra will be indicated in the rental letter, together with the fee due for the "One Way" service (see table art. 10). In other cases of non-return of the vehicle to the place indicated in the Rental Letter, but in any case at an Agency of the Lessor, if this option has not been chosen and indicated in the contract, the Lessor reserves the right to charge as a penalty the amount provided for under the "one way" item of the Extra costs table, in addition to any damage emerging as a result of the unavailability of the car at the Agency of expected return.
- 3- In case of breakdown or simple request by the Lessor, the vehicle must be returned by the Customer to any Agency of the Lessor who will replace it subject to availability.
- 4- In case of early return of the vehicle, the Lessor is not due to any refund, contrarily the payments not paid yet will be charged to the client.

Art. 9 – Security deposit

For the rental of each vehicle, regardless of duration and mileage, at the time of signing the contract the Customer is obliged to pay a security deposit established according to the type of vehicle and quantified as reported in the Section Special Rental Conditions in the "Tables Of Deductibles and Deposits". The deposit represents a sum of money that is blocked as a precautionary measure as a guarantee and in order to verify the validity of the credit card presented by the Customer. The amount of the deposit will be returned by the Lessor if, upon termination of the contractual relationship, the vehicle is returned intact and complete with all the parts and accessories, as well as following the verification of the correct fulfillment of the contractual obligations assumed by the Customer. In this regard, the Lessor specifies that the release of the security deposit generally takes place in the hours immediately following the closure of the rental contract, however it may happen that the unlocked amount is not immediately available on the Customer's bank statement. The Lessor in fact provides for the release of the funds but has no control over the actual timing of the re-crediting, which are instead determined by the companies that manage the Customer's credit cards and by the interbank circuits, on which no responsibility can be charged to the Lessor for any delay in the actual re-crediting of these amounts from the date of release.

Art. 10 – Fees due to the Lessor

Upon delivery of the vehicle, the Customer undertakes to pay the Lessor,

- a) the rate provided for in the rental contract and the fee for the additional services requested by the Customer at the signing of the rental contract, if not prepaid as indicated in the contract itself;
- b) the extra rental days whose fee will be charged not according to the offer at the time of booking but according to the current daily rate.
- c) deductibles and penalties in case of damage and theft, or partial damage from attempted theft, where provided for and operating in accordance with the provisions of art. 10;
- d) any other sum due on the basis of what is provided for in the contractual documentation as provided for in the tables "extra cost description" and "penalty description" reported in the Special rental conditions section.
- (e) the amount corresponding to all fines, motorway tolls and unpaid parking during the rental period;
- (f) The cost of technical downtime of the vehicle.

Art. 11 – Liability of the Customer in the event of accident, theft and damage and options for reducing liability towards the Lessor

- 1- The Customer is responsible and undertakes to compensate the Lessor for any damage, fire, total or partial theft or damage from attempted theft, occurred to the vehicle. In case of damage to the vehicle, also due to an accident suffered or procured or in the absence of third parties, the Customer participates in the economic damage suffered by the Lessor for the maximum amount indicated on the rental contract as "Damage Deductible", except as provided for in the following art. 12, in addition to expenses, always due to the Lessor in the event of an accident for the administrative management of the damage file. In case of total or partial theft or damage by attempted theft of the vehicle, the Customer participates in the economic damage suffered by the Lessor for the maximum amount indicated on the rental contract as "Theft Deductible". The maximum amounts of the deductibles due for damage and theft are indicated in the table "Deductibles and deposits" at the bottom of the special section Special rental conditions. The excess indicated in the rental letter remains entirely borne by the Customer, unless the latter decides to further reduce or eliminate the participation for the economic damage suffered by the Lessor by paying a supplement to the rental fee (see "Table of Reductions security deposits and Deductibles" in the Special Rental Conditions) by purchasing one of the following conventional limitation packages of liability which include:
 - Basic Cover that includes: reduction of body damage deductible - reduction of theft deductible. It does not include: underbody- roof- interior- keys- mechanical parts- called tow truck- Glass- Tires- Pai - loss or theft plate, which remain excluded from the damage limitation (CDW) and therefore remain entirely at the expense of the Customer. For commercial vehicles of the GC1/GC2/GC3/GC4 group, the damage and theft deductible is reduced to €1000.
 - Maxi Cover which includes: Total reduction Injury Deductible - 50% Theft Deductible Reduction - Glass - Tires. It does not include underbody- roof- interior- keys- mechanical parts- called tow truck-Pai - loss or theft of license plate, which remain excluded from the damage limitation (CDW) and therefore remain entirely at the expense of the Customer.
 - Full Cover which includes: Total reduction Injury Deductible - Total reduction in theft deductible - Glass - Tires-Pai and call tow truck. It does not include: underbody- roof- interiors- keys- mechanical parts- incorrect refueling - loss or theft of license plate, which remain excluded from the damage limitation (CDW) and therefore remain entirely the responsibility of the Customer.
- 2- The damages will be qualified and quantified, also according to the criteria indicated in art. 8 e), through the application of the Damage Table attached to the rental contract. If the qualification and quantification is not possible through the damage table, the Lessor will charge the amount budgeted by one of the partner bodyshops or based on the assessment of the damage carried out by a certified expert company, upon notice to the Customer.

The Lessor reserves the right to establish the times and methods of repair of the vehicle, if the damage does not affect its functionality. The Lessor will also not be required to provide the Customer with any documentation relating to the execution of repairs of the damage caused by him.
- 3- Due to the resulting increase in insurance costs, in the event of causing a passive or bankruptcy claim, as well as in the event of incorrect or omitted compilation of the documentation necessary for the management of the claim itself, a flat-rate penalty is due to the extent indicated in the table "Penalty Descriptions" shown in the Special Rental Conditions section. This penalty will also be applied in the event of purchase by the Customer of the limitation/exclusion of liability services, being aimed at promoting compliance with road traffic rules and the protection of the rented vehicle, as well as encouraging the Customer to take action in order to obtain the evidence necessary for a correct identification of responsibilities

Art. 12 – Causes of exclusion of the Reductions in liability of the Customer provided for in art. 11

By way of derogation from the provisions of art. 11, the Customer is always responsible for the amount of the entire economic damage (damage to the vehicle for any reason caused, fire, total or partial theft) caused to the Lessor up to the entire value of the vehicle beyond the damages, where there is at least one of the following circumstances that make the deductibles indicated in the contract null and void and, in general, any and all limitations of liability agreed in favor of the Customer (CWD - TP - Silver – Gold – Super Gold – Platinum):

- a) use of the vehicle for a purpose contrary to the law;
- b) violation of current regulations and / or the Highway Code;
- c) use of the vehicle in violation of the provisions of art. 6 of these General Conditions;
- d) vehicle returned damaged as a result of an accident, immediately procured or in the absence of third parties, in the absence of a complaint certifying the dynamics of the event and related documentation, or without transmission and / or incorrect and / or partial compilation of the C.A.I. form, together with the request for intervention by the Authority;
- e) failure to promptly report to the competent authorities in case of total or partial theft or vandalism;
- f) damage caused voluntarily by the Customer, or due to negligence, to the Vehicle, as well as those related to the interior of the vehicle (including those to the dashboard, airbags, seat belts, touch screen display etc.), to the roof and ribbing of the vans, by the lack of evaluation of the height of the vehicle and objects protruding or above the roof, the clutch kit, out of engine revs, tires and / or rims including the theft of the latter, glass and crystals, underbody, license plate, as well as for breakage of components due to unauthorized circulation on rough roads.

These circumstances are to be understood as proven by a fine and/or customer declaration and/or C.A.I. form. and/or assessment by insurance companies. The possibility for the Customer to prove that the aforementioned circumstances depended on causes not attributable to him is always and in any case without prejudice.

Art. 13 – Conclusion of the contract in the name and / or on behalf of a third party and jointly and severally liable

- 1- Whoever signs the rental contract in the name and / or on behalf of a third party is jointly and severally liable with the third party for all the obligations deriving from the rental contract and these general rental conditions.
- 2- The Customer and each authorized driver are jointly and severally liable to the Lessor for all obligations arising from the rental contract and these general rental conditions.

Art. 14 – Use of satellite devices

The Customer consents to the use of satellite devices (GPS and the like) capable of detecting the location of the Vehicle and the speed or driving behavior by tracking its location. Such data will not be used by the Lessor to track or monitor the Customer's movements, but will be collected in order to: (i) comply with legal requirements and locate the vehicle in the event of an accident or breakdown; (ii) locate the vehicle in case of theft or attempted theft and verify that the vehicle has been rented/returned to the rental agency.

Art. 15 – Resolution and contract termination

1. The Lessor may terminate the rental contract in advance pursuant to art. 1456 of .c., in case of violation by the Customer of Articles. 6-7-9, as well as in the event of insolvency or opening of insolvency proceedings and / or bankruptcy of the Customer, protests, enforcement or precautionary proceedings, decrease in the requirements of economic and / or financial reliability.
2. In all cases in which the termination of the contract is ordered for non-fulfillment of the Customer and requested the return of the vehicle, the Customer is required to provide for the immediate return to the contractually provided place and / or to the different one communicated by the Lessor, as well as the payment of the agreed rate for the entire rental period, except for greater damage, as well as any other sum accrued by virtue of the rental

Art. 16 – Delayed Charge

In accordance with the regulations on international financial circuits (companies and credit card issuing institutions), and except as established in Articles. 6,7,9,10 in terms of attribution of responsibilities, the

Customer is charged for all expenses not known at the time of delivery but detected after the return of the vehicle (so-called "Delayed Charge"). The acceptance of the Delayed Charge is expressly indicated in the rental contract and in particular in the "Delayed Charge Agreement" signed by the Customer to which express reference is made as regards the recognition and acceptance of payment by the Customer, of the costs costs or in any case of all the sums due to the Lessor as a result of the contract, indicated therein.

Art. 17 – Processing of personal data

Pursuant to art. 13 of EU Reg. no. 679/2016 (GDPR) the Lessor will process the data provided by the Customer in compliance with current legislation and as reported in the Privacy Policy available in hard copy at each rental agency.

By signing the rental agreement, the Customer declares in particular to have been informed and accept:

- the purposes and methods of data processing;
 - the nature of the data provided and obligations or right to provide data and the consequences of any refusal to process such data
- the scope of data communication;
- the rights of the interested party, the methods of exercising them and the contacts of the Data Controller.

Art. 18 – Translation and prevailing version

In case of doubts or differences in interpretation, the Italian version prevails over the English version, as it expresses the exact will of the parties. The English text, which can be consulted and available, at the request of the Client, represents a mere literal translation.

If any of the provisions of the Contract is deemed invalid or ineffective, in whole or in part, it will be disappplied and the Contract will remain valid and effective for the remaining provisions.

Art. 19 – Applicable Law and Jurisdiction

The rental relationship referred to in this contract is governed by Italian law.

For any dispute between the parties relating to the rental contract, the Court of Vicenza has exclusive jurisdiction, without prejudice to the application of the Consumer Code in the case of a consumer customer.

Art. 20 – Domicile and communications

The Customer, for all legal purposes, for the purpose of executing this rental relationship, declares to elect this domicile at the address communicated to the Lessor. Unless otherwise indicated, communications between the parties relating to the contract will take place at the e-mail or fax address indicated by the customer.

