

General Conditions of Rental

1. The Lessor (“Lessor”), as indicated on the front of this rental letter of agreement, hands over to the lessee (“Client”) the vehicle as specified in the rental letter (“Vehicle”) complete with all accessories required by law and all the documentation required for circulation. Upon returning the vehicle, the Client is responsible for the return of the abovementioned items in good condition. Failure to return the vehicle’s documents upon re-entry will entail, without prejudice to indemnity for any greater damage, a charge to the client for the resulting technical standstill until duplication of the same takes place, apart from the reimbursement of any expense incurred for the re-doing of the above documents. Failure to return equipment or accessories will entail the reimbursement of the cost of same, without prejudice to indemnity for any greater damage. Upon receiving the vehicle the Client will declare to have verified its efficiency and good condition and considering it to be compliant to its intended use by signing the rental letter and the special approval of the general conditions.

2. The Client binds himself/herself to pay to the Lessor the sum indicated on the front (in addition to VAT) and to return the vehicle in the place and on the due date indicated in the present rental letter or, in any case, as soon as the Lessor requests it of him/her, in the same condition in which it has been delivered to him/her, except for the normal wear and tear compatible with the passing of time and the number of kilometres driven. The Client will moreover pay all the sums due for services and incidental charges such as optional insurance policies, if specifically accepted, fuel and other collateral taxes. If the Client pays by means of a financial credit card, he/she accepts upfront that the charges for every amount due, including any non-deductible insurance

exemptions, be carried out directly by means of the same card without further notice except for the issue of an invoice relative to such amounts. The Lessor may request to be given a security deposit equivalent to the presumed lease period (including accessories, a full tank of fuel and other fiscal responsibilities) and to non-deductible insurance excess franchises. In the event of damages discovered upon return of the vehicle, the deposit shall be withheld by the Lessor on account for damages incurred, without prejudice to indemnity for further damages. Otherwise, he/she will be compensated, wholly or in part, with the amounts due to the Lessor as equivalent for the rental. At the discretion of the Lessor, the possession of two credit cards may be required for particular groups of vehicles.

3. Should the Client wish to modify the terms of restitution (date and time), he/she must obtain the pre-emptive consent of the Lessor by making a request to the latter. Should the Client fail to return the vehicle in the time and place agreed upon, the Lessor may re-obtain possession of the vehicle in any way whatsoever, even against the will of the Client, with the latter obliged to reimburse the Lessor for expenses incurred.
4. Rates include the complete maintenance of the vehicle, including gearbox and top-ups of oil and liquids, with the exclusion of repairs for tyre punctures and fuel. The cost for renting a vehicle, assigned with a full tank of fuel, shall be increased if the vehicle is not returned with a full tank, both with the cost of the missing number of litres and with the cost of a refuelling service charge amounting to €12,40 + charges. Any expenses borne by the Client for minor repairs, and paid in advance by him/her, must be previously authorised by the Lessor and will be reimbursed by the latter upon presentation of the invoice addressed to the Lessor himself. If, for objective reasons (nightly hours, feast

days or during closing time), previous authorisation cannot be requested, the Client may pay in advance for repair works up to a maximum sum of €50,00 + VAT.

5. The rental charge is meant to be according to rates currently in force and brought to the attention of the Client. For all time slots there is a tolerance limit of 59 minutes after which an additional daily rate is applied. The vehicle must be returned during the opening office hours of the Lessor. In the case of return outside office hours, possible as long as previously authorised, the rental period is considered closed during the re-opening hours of the office. Rates which are subject to time limits (for ex. weekends, one week) are strictly intended only in cases of delivery and return within the stipulated times. Any variance from such times will entail the charge of a daily rate. Failure to return the vehicle keys, even though the vehicle itself has been returned, will entail the continuation of the rental until the return of the same or upon presentation of an original report of loss, over and above the charges of the consequent technical stop and the reimbursement of all charges for the replacement of the keys, without prejudice to indemnity for any greater damage.
6. The vehicle is covered by RCA insurance in accordance with the laws in force, and the policy is available for viewing in the Lessor's office. Each and every vehicle is covered by third-party liability coverage within the limits prescribed by the laws and regulations in force. The policy does not cover damages sustained by the driver. Upon acceptance of the policy PAI the Client avails himself/herself of policy coverage, within the limits of the ceiling estimated in the policy, for damages sustained by the driver.
7. The vehicle is covered by a policy against fire and theft. The policies referred to above provide for an insurance excess franchise which is non-refundable by

the insurance agency, the amount of which, in the case of damages or theft (even partial) of the vehicle, are due to the Lessor directly by the Client. The analytical terms of the insurance covers enjoyed by the rented vehicles are illustrated in the offices of the Lessor and the Client declares to have seen them and accepted them.

8. The Client is in duty bound to entirely reimburse damages due to manifest negligence, improper use of the vehicle, drunk driving or under the influence of drugs. Furthermore, damages caused to the roof, canvas, camber, centering, or to the bottom part of vans, as well as costs related to transport at the rate of €1,29 per kilometre shall be totally paid by the Client. The Client is bound to totally reimburse the stolen vehicle in the event that the vehicle keys are not returned or in the event that the theft has occurred due to evident negligence by the same, maliciously or through his/her fault.
9. Any other optional insurance covers will be operative on condition that the client has initialled the appropriate box on the front of the present rental letter and has paid the estimated additional daily quota to the Lessor.
10. In the event of an accident, the Client binds himself/herself to immediately inform the Lessor, to lodge the necessary report within 24 hours with a complete description of the event, including names and addresses of the persons involved and of the witnesses, to have the police draw up a report, to follow the Lessor's instructions concerning repair works or custody of the vehicle, and in any case not to leave the vehicle unattended without having ensured an adequate safeguard. In the event of full or partial theft, the Client must immediately inform the Lessor, file a report with the judicial authorities and hand the original report to the Lessor. Moreover, in the event of full theft,

the vehicle keys must be handed in. The corresponding sum due for rental will be calculated until the date and the time of presentation of the report.

11. The Client shall not interfere with any part of the vehicle, most especially the odometer. Should this happen, the Client shall have to pay out, over and above the rate agreed upon, the sum of €0,10 per kilometer for a conventional distance covered of 250 kms. per day.
12. The vehicle may be driven by the Client or, if indicated on the front of this rental letter, by a “second driver” as long as he/she is over 21 years of age and is in possession of a valid driving licence that qualifies him/her to drive the vehicle since at least 12 months. The vehicle cannot be driven by other persons unless previously authorised in writing by the Lessor. The Client is obliged to communicate to the Lessor the names of any possible drivers of the vehicle, taking on the administrative onuses provided for by art. 116c. 12 of the Highway Code relating to custody of the vehicle by a person without a driving licence.
13. The Client binds himself/herself to use the vehicle with diligence and, in particular, commits himself/herself to look after normal maintenance, not to drive it or allow others to drive it on uneven roads, not to transport dangerous and/or illegal merchandise or objects, not to use it in such a manner as to render insurance policies invalid, ineffectual or not applicable, not to carry passengers against payment, whether expressly or tacitly agreed upon, not to tow any other vehicles, not to drive under the effect of alcohol or drugs, not to participate in sports competitions, not to hand it over to others, not to sublet it, not to give it as security or pawn, not to use it besides the use for which it is intended. The Client will not drive the vehicle, or allow it to be driven, in non-EU States, and wherever the Green insurance Card is not valid, and particularly

in Serbia, Eastern countries, Arab and African countries and in all countries where a state of belligerence already exists or is latent. In each case the Client must pre-emptively inform the Lessor of his/her intentions to drive the vehicle outside the national territory. The Client will correspondingly be responsible for any traffic violation committed and linked to the circulation of the vehicle in violation of the Highway Code, and binds himself/herself to directly provide for, at the time of notification, the payment of any contravention imposed on the rented vehicle, during the rental period. In the case of non-compliance, of all fines payable out of court and not paid, the Client binds himself/herself to reimburse to the Lessor any possible expense sustained in this regard, including any payment made by the Lessor, and to the payment of a fine amounting to €50,00. The Client binds himself/herself, after a simple request by the Lessor, to reimburse the relative additional fines and charges for unpaid infringements of the Highway Code.

14. In the event that the rental agreement is stipulated by a third party, the latter will be liable jointly and severally for the fulfilment of the obligations in the present rental letter, including the actions and omissions of whoever drives the vehicle.
15. Once the agreed time limit for the payment of the sums due elapses, the Lessor is authorised to issue a Debit Note for default interest at the rate stipulated by the European Central Bank (ECB) increased by 3 percentage points.
16. The Lessor shall not be liable for any damages of any kind towards the Client or other persons, and by these incurred on themselves, or their objects and animals, including the economic damages for failure to return the vehicle, its breakdown or malfunctioning, accidents, thefts, riots, wars, natural disasters,

cases of force majeure and fortuitous events. Any items left on board the returned vehicle shall be considered abandoned and, therefore, the Lessor is not bound to guard or return them.

17. None of the conditions and obligations in the present rental letter may be modified without the written consent of the Lessor.

18. According to Art. 13 of Legislative Decree 196/2003 (Personal Data Protection Code) the Client's data shall be collected for the purposes connected with the activity and contractual obligations of the Lessor (consultation, use, communication, accurate and statistic elaboration and onward transmission even to Germany). The owner of the collection is the Lessor himself. According to Art. 7 of Legislative Decree 196/03 the Client has the right to obtain information concerning the processing, methods and purposes, requesting their modification or cancellation.

19. The present rental letter is regulated by Italian law. The court under which jurisdiction the Lessor has its registered office indicated on the front of this rental letter will be the only one exclusively competent in the case of controversies.

20. For all legal purposes of the present contract, and for any ruling purposes, the Client elects his/her domicile at the address indicated on the front of the present rental letter. In accordance with and pursuant to Art. 1341 c.c. declares to expressly approve Articles 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 19 of the abovementioned General Conditions of Rental.