

GENERAL CONDITIONS OF THE RENTAL CONTRACT WITHOUT DRIVER

1. Object of the contract

With the signing of the Contract, consisting of the Rental Card and these general conditions of contract, the Lessor leases to the Customer, for the period indicated in the Rental Card, the vehicle described in the same card or an equivalent vehicle. Equivalent vehicle means the vehicle that in terms of characteristics, performance, seats, etc. can be considered equivalent to the vehicle subject to the agreement.

The contract is considered concluded on the date of signing the Rental Card by the Customer and the Lessor (or his delegate with signing power).

In any case, the Lessor's right to refuse the conclusion of the lease at its own discretion, without obligation to give any reason to the Lessee, is without prejudice.

The rented vehicle will be able to circulate exclusively in Italy, in the Vatican State and in the Republic of San Marino. Circulation in different countries can only take place with the prior written authorization of the Lessor.

The Driver, even if Additional and even if a Driver other than the Customer, must be between 18 and 75 years old and, if he is a newly licensed driver, the specific limitations provided for by law in relation to the power and displacement of the vehicles to be driven remain in place; for the driving of people aged between 18 and 25 years.

The contract does not concern packages or tourist services, nor does it have as object the organization and realization of a trip or a holiday by the Lessor with the consequence that the Lessor declines any responsibility for them.

2. Deposit

The signing of the Contract must be accompanied by the payment of a deposit equal to the amount indicated on the Rental Card. In the absence of such payment, the contract cannot be considered validly concluded.

If the Customer does not fulfill any of the obligations provided for, the Lessor may withdraw and retain the amount paid as a deposit with the exclusion of any further compensation for damages. Alternatively, you can act according to the general rules for the execution or termination of the contract and the possible compensation for the damage. In this case, the Lessor may still withhold the amount paid as a deposit to guarantee the Customer's possible compensation obligation.

The Customer is granted an identical right of withdrawal if the Lessor's non-compliance (definitive and not of little importance) should occur. In this case, the Customer may demand the return of the deposit to the extent provided for in the 2nd paragraph of art. 1385 c.c., excluding any further compensation for damages or, alternatively, may act according to the general rules for the execution or termination of the contract and any compensation for damage.

3. Security deposit

At the time of collection of the vehicle, the Customer must pay the security deposit, to the extent established in the Rental Card, to guarantee the correct use and integrity of the vehicle itself. The Customer will be entitled to obtain a refund of the deposit within a maximum period of 10 days from the return of the vehicle, once the conditions of the same have been verified and checked and the amounts still due have been quantified for everything provided for in the following articles. The deadline for the payment of the deposit must be considered essential with the consequence that failure to pay within the terms provided for will determine the immediate termination of the contract pursuant to art. 1457 c.c. and the Lessor will be entitled to obtain the payment of a penalty of the amount of parts at 80% of the cost of the entire lease, withholding the amounts paid as a deposit and deposit up to the amount of the penalty and demanding payment of the remainder up to the amount of the penalty.

4. Vehicle balance and delivery and extra payments

As consideration for the rent, the Customer undertakes to pay:

- A) a daily amount in fixed amount according to the price lists in force on the date of conclusion of the Contract;
- B) an amount for any additions to the insurance conditions, elimination of deductibles, warranty extensions, etc.;
- C) a sum for the additional kilometers traveled during the rental period compared to the maximum ones indicated in the rental card, as resulting from the measurement carried out by the odometer at the collection of the vehicle and the return of the same.

The rental fee (c.d. Base rate), as indicated and reported in the Rental Card includes:

- the use of the rented vehicle for the duration provided for in the Rental Card for the maximum km indicated;
- full of fuel at the time of delivery of the vehicle to the Customer;
- the Customer's obligation to return the vehicle with a full tank of fuel;
- 22% VAT.

The daily rate starts from the indicated time and therefore the return in subsequent hours entails the charge of an additional day of rental.

The Customer also undertakes to pay the Lessor all amounts due to the Lessor on the basis of any of the conditions, expenses, penalties, advances charged to him, described in these General Conditions and in the Rental Card.

The payment of said amounts will be due at the simple request of the Lessor without prejudice to the deadlines set in the following points for the relative disputes.

The Customer will pay the balance of the fee due for the rental before picking up the vehicle.

The deadline for the balance of the consideration must be considered essential with the consequence that failure to pay within the prescribed terms will determine the termination of the contract pursuant to art. 1457 c.c. and the Lessor will be entitled to obtain the payment of a penalty of an amount equal to 80% of the cost of the entire lease, withholding the amounts paid as a deposit and down payment up to the competition of the penalty and demanding the payment of the remainder up to the same penalty.

The Customer authorizes:

A) the charge on the credit card associated/registered in the rental agreement of all amounts that are due, directly or indirectly, by virtue of the rental, even after the invoicing of the consideration of the same;

B) in case of prepaid rental, the charge of the extras used, that is, those additional services not included in the amount of the prepaid rental.

Upon delivery of the vehicle (or equivalent vehicle) the parties will sign the "delivery report" subject to verification and attestation of the conditions of the vehicle.

The delivery as well as the return of the vehicle will take place at the location indicated in the rental card or in the "delivery report".

5. Obligations and services borne by the Lessor

The Lessor undertakes to make available to the Customer, on the agreed date, the vehicle defined in the Rental Card or an equivalent vehicle, complete with the agreed equipment and accessories and in good state of maintenance.

The Lessor undertakes to also deliver all the legal documentation necessary for circulation.

In the event of unavailability of the contractually defined vehicle or of an equivalent vehicle, for facts not attributable to the Lessor and occurred after the conclusion of the contract, the Lessor may propose to the Customer another vehicle or another rental period of the same cost (or lower cost, recognizing, in this case, the refund of the difference).

The Customer may accept (in this case he will make the confirmation in writing) or refuse, demanding in the latter case the mere refund of what has already been paid (excluding the payment of double the amount paid as a deposit or any compensation or indemnity, since it is a non-compliance not attributable to the Lessor).

Likewise, a delay of a maximum of 48 hours in the delivery of the vehicle subject to the lease does not constitute a default of the Lessor if this should occur due to force majeure or depending on facts not attributable to the same. In case of delays exceeding 48 hours, the remedies provided for by the civil code and current legislation apply.

The service includes:

A) rental for the duration and mileage indicated in the Rental Card;

B) insurance as specified in the Rental Card. The Customer can view the relative policies at the Lessor's headquarters;

C) taxes and fees;

D) oil, maintenance and repair of mechanical failures not resulting from the Customer's negligence.

The service does not include:

A) fuel;

C) final cleaning with tank emptying;

D) tire punctures or breaks, damage to the rims, etc. ;

E) insurance coverage exceeding the "green card", taxes claimed by foreign countries, transit rights even if for periods exceeding the rental, etc. and everything that is not expressly indicated as included in this contract.

6. Liability of the renter - damage to the user

The Lessor assumes no responsibility, after the delivery of the vehicle subject to the lease, for deficiencies, breakdowns or other defects of the vehicle not detected in the delivery report unless they are due to its serious fault or non-compliance.

He may not be charged for any damages resulting from these circumstances derived from the persons or things on board the vehicle.

The Lessor will also not be responsible for any event that occurs after the delivery of the vehicle that is not attributable to him and that makes the use of the same partially or totally impossible.

By way of example and not exhaustive, such events may include diseases or other impediments of the Customer, the impossibility to use the vehicle following claims of the Customer even if caused by third parties and covered by insurance, natural disasters, pandemics, limitations imposed by the Law or the competent Authorities, strikes, etc.

7. Withdrawal - penitential fine

If the Customer should withdraw from the contract:

- will be required to pay a penalty payment of an amount equal to 50% of the cost of the entire lease if the withdrawal should be communicated between the 50th and 30th day before the date scheduled for the delivery of the vehicle;

- will be required to pay a penitential fine of an amount equal to 80% of the cost of the entire lease if the withdrawal should be communicated after this deadline and, in any case, at least 10 days before the date scheduled for the delivery of the vehicle. For communications after 10 days prior to departure, the Customer will be required to pay the total amount.

8. Mileage surpluses

At the end of the lease, the Customer will be required to pay the amount of excess mileage (if contractually provided for) and indicated in the Rental Card.

9. Customer's obligations

The Customer undertakes to:

A) to drive the vehicle and guard it, together with the accessories, diligently and in compliance with all legal rules;

B) to take care of routine maintenance and the control of water levels, lubricants and brake oil. The Customer is also required to take care that the fuel introduced into the vehicle is adequate and complies with the specifications of the vehicle. During the rental period, the Customer undertakes to carry out minor maintenance of the vehicle in the manner indicated by the manufacturer. The costs you incur for these operations will be reimbursed by the Lessor upon presentation of an invoice in the name of the Lessor himself and provided that they are appropriate and in line with market prices. Any intervention from the small maintenance must be expressly authorized by the Lessor;

C) to scrupulously observe all the instructions of the user's operating manual supplied to the rented vehicle;

D) to guard the vehicle with the utmost diligence, activate any existing safety device, avoid leaving valuable devices or objects in the interior, leaving the keys inside the vehicle and in general do everything necessary to ensure the best safety of the vehicle owned by the Lessor;

E) to return the vehicle to the place and within the indicated period and in the same state in which it was received (including accessories),

resulting from the delivery report and which, unless otherwise indicated, is presumed to be good. It does not respond, however, to the normal wear of the vehicle;

F) to pay any fine, contravention or administrative sanction or burden of any kind that the Lessor should incur for violations of civil, criminal or administrative rules, tolls that were found during the rental, even if communicated to the Lessor or to the Customer himself after the return of the vehicle.

The Customer will be responsible for all damages suffered by the Lessor (both for the emerging damage and for the loss of profit deriving from the detention of the vehicle or the delay in redelivery calculated according to the daily rate in force at the time of detention) as a result of the violation of the aforementioned rules of conduct. The Lessor may assert his rights by withholding the amount paid by the Customer as a security deposit. If the amount due exceeds the amount of the security deposit, the Customer will be required to pay the difference.

The Customer, who signs this contract in the name and on behalf of a third party, is jointly and severally liable with them for the performance of the obligations of this contract.

10. Use of the vehicle and prohibited

The Customer declares to know the rules regarding motor vehicle insurance in Italy, the rules of the highway code and all the rules in force in the country of use of the vehicle. The Customer therefore undertakes to use it with the utmost diligence, to circulate only in countries where insurance coverage is provided and not to cause, with his behavior, the forfeiture of the insurance coverage itself.

In particular, the vehicle cannot be used and driven in a manner that does not comply with the provisions of its registration document. It cannot, therefore, be intended for the transport of people or things on behalf of third parties, used in overload conditions and with a greater number of people on board than expected, used for towing unauthorized trailers, driven at speeds higher than those permitted by the rules on the circulation of the country in which it is used and at the maximum dictated by the manufacturer.

The vehicle cannot be sublet or loaned to third parties.

The vehicle may not be driven by people in unsuitable physical conditions or who do not meet the requirements of the traffic rules of the country in which it is used, under the influence of drugs, narcotics, alcohol or intoxicants, medicines that affect driving skills or for purposes contrary to the law.

The Vehicle may not, moreover, be driven by people other than those indicated in the Rental Card and, in any case, by people who have not obtained the license for less than 3 years with validity in the State in which the vehicle is driven.

It is forbidden:

- to transport animals, substances and anything else that, due to their condition or smell, may damage the vehicle and/or delay the possibility of re-reading it.
- not to consume and/or store food and/or drinks inside the vehicle;
- not to smoke on board the vehicle;
- to delete, at the end of the rental, their personal data entered in the satellite navigator that may be present in the rented vehicle.

In case of extraordinary cleaning of the vehicle, the Customer will be charged the relative cost.

The use of the vehicle in violation of even one of the provisions contained in the previous points will constitute the responsibility of the Customer for all costs arising from the Lessor, without prejudice to the latter's right to compensation for damages caused to him. The Lessor may assert his rights by withholding the amount paid by the Customer as a security deposit. If the amount due exceeds the amount of the security deposit, the Customer will be required to pay the difference.

11. Theft, fire, road accidents and liability to third parties

The Customer undertakes to comply with every policy condition regarding the rented vehicle and recalled by the contract.

In the event of damage to the vehicle but covered in whole or in part by an insurance policy, the Lessor reserves the right to retain the security deposit until the insurance company obtains compensation and to claim against the Customer for any compensation not paid, including any deductible applied.

If with his malicious or negligent behavior the Customer should cause the forfeiture of any insurance coverage, whether concerning the car RC or any other policy, he will have to answer personally for the damage suffered by the Lessor and, in any case, hold him harmless and indemnify him from damage caused to third parties.

The Lessor will be authorized to withhold the amounts due from the security deposit and, if this is not sufficient, to demand its integration from the Customer for the greater damage suffered. In case of a fact chargeable to the Customer, the Lessor will also be entitled to compensation for the failure to rent the vehicle due to the stop for repairs, calculated according to the daily rate in force at the time of the stop.

In the event of attempted theft, theft or fire of the vehicle or all or part of the equipment, the Customer undertakes to communicate it in writing to the Lessor within 24 hours, to report the fact to the competent authorities and to return to the Lessor an authentic copy of the complaint in addition to the keys to the vehicle. Failing that, he will be responsible for any damage or loss arising from the failure to communicate to the Lessor, from the omitted complaint or from the failure to return the keys, both in the event that they concern the vehicle and in the event that they involve the Lessor or third parties.

In the event of a road accident, the Customer undertakes to:

- inform the Lessor immediately and within 24 hours and send him a copy of the complaint or the friendly statement exactly and fully completed;
- not to sign documents that involve the responsibility of the Lessor, without the prior written authorization of the latter;
- to inform the nearest police authority;
- to take note of the names and addresses of the parties and witnesses;
- to provide the Lessor with everything as collected above and any other useful news and information;
- to follow the instructions that the Lessor will provide regarding the custody and repair of the vehicle. In default, the Customer will be responsible for all responsibility, including all the expenses necessary to restore the vehicle in the same condition in which it was at the time of delivery.

12. Maintenance and mechanical failures

In the event of failure, the Customer must immediately (within 24 hours) notify the Lessor, contact if possible the workshops authorized by the manufacturer and obtain the prior written consent of the Lessor to the repair, compulsorily following all his instructions for the management of the fault.

If the workshop should refuse to carry out the intervention free of charge or the vehicle should no longer be covered by warranty, the Customer, after having notified the Lessor, must send the same written estimate of the workshop in charge and obtain written authorization for the intervention from the Lessor himself, also by email or by certified e-mail.

In this case, the amounts advanced, if corresponding to those budgeted, will be reimbursed upon the return of the vehicle upon presentation of the invoice in the name of the Lessor together with any parts replaced. In any case, the Lessor will not be required to reimburse the costs of repairs caused by incompetence or lack of diligence in use by the Customer or unauthorized.

13. Rental duration

The duration of the rental period cannot be extended compared to that stability in the Rental Card. However, the Lessor may authorize the delayed return of the vehicle following a request made by the Customer in writing at least two days before the end of the lease. In the event of delayed return of the vehicle without it being agreed, the user will be charged as a penalty an amount equal to triple the daily rate for each day of delay or fraction of it.

If, on the other hand, the extension has been authorized, the price list in force will be applied.

No claim to reduce the cost of the rental may be made by the Customer in the event of early return of the vehicle not agreed with the Lessor.

In case of forced interruption of the trip, the Customer is required to inform the Lessor promptly and in any case within 24 hours.

14. Return of the vehicle

The vehicle must be returned to the Lessor at the place indicated by the same in the delivery report. It must be in the same maintenance conditions in which it was delivered, with the full of fuel, the lubricant at level, in good hygienic conditions and both internal and external cleanliness. Otherwise, the Lessor reserves the right to directly provide for the restoration operations by charging the costs of both materials and labor to the Customer.

The Customer will be responsible for defects, deficiencies, defects and mechanical failures, including damage to the bodywork, found on the vehicle at the time of return and not resulting from the delivery report drawn up at the beginning of the lease and even if they were not detected at the time of return (if not immediately found), but notified to the Customer within 8 working days.

The Customer, if for any reason is obliged or wants to return the vehicle to a location other than the agreed one or from the Lessor's headquarters, will be required to immediately notify the Lessor himself (and in any case within 24 hours), so that the latter can recover the vehicle in the most appropriate way, charging the relative costs to the Customer.

If the delivery to a different place is chargeable to the Customer and causes a delay in the expected rental term, the Lessor will also be entitled to pay the daily rental rate for each day necessary to regain the availability of the vehicle.

The objects left by anyone in the vehicle are considered abandoned and the Lessor is not required to keep them or return them.

15. Vehicle stop

If for any reason and for any reason deriving from a fact chargeable to the Customer, during the lease or for a fact that occurred during the rental, the leased vehicle was subjected to administrative detention, civil or criminal seizure or any other civil, criminal or administrative measure that limits its availability, the Customer must pay the Lessor, in addition to the daily rental rate in force at that time, a penalty of € 50.00 per day (both up to the disposal) and in addition to the expenses necessary to obtain the disquest or, in any case, the release of the vehicle.

16. Information on the processing of personal data

The information on the processing of the Customer's personal data, pursuant to GDPR 679 of 2016, is published on the Lessor's Institutional website, together with these general conditions of contract.

17. Contractual changes

Any variation or addition to these General Conditions of Contract and to the Rental Letter will be valid only if adopted by the parties with specific written agreement.

18. Competent court

Except in the case where the proposer/Customer is a consumer, for any dispute concerning the interpretation, validity and execution of this contract will be competent to the place of residence of the Lessor.

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, as well as articles 33 et seq. of Legislative Decree no. 206/2005 (Consumer Code), the Customer declares that the clauses indicated below, which are specifically accepted, are well known to him:

1. Subject of the contract 2. Deposit 3. Security deposit 4. Vehicle balance and delivery 5. Obligations and services borne by the Lessor 6. Renter's liability - damage to the user 7. Withdrawal - penitential fine 8. Kilometer surpluses 9. Customer's obligations 10. Use of the vehicle and prohibitions 11. Theft, fire, road accidents and liability towards third parties 12. Maintenance and mechanical failures 13. Rental duration 14. Return of the vehicle 15. Vehicle stop 17. Contractual changes 18. Competent court

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