

## TERMS AND CONDITIONS OF CONTRACT:

### 1) OBJECT OF THE CONTRACT AND PAYMENT

This contract concerns the rental of the vehicle indicated in the ACCEPTANCE FORM.

Payment of the rental price must be made in advance. As a guarantee of the obligations arising from the contract, the TENANT is required to pay a deposit of € 1,000.00 only by credit card or cash. This deposit does not limit the amount of damages that the TENANT is required to pay to the LESSOR in case of damage, total or partial, to the vehicle, or theft thereof.

### 2) PERSONAL DATA AND DRIVING LICENSE

The TENANT declares to have provided the LESSOR with real and useful data for their personal identification and that the documents provided are all original and valid, expressly releasing the LESSOR from any prejudicial consequences that may arise in case of false statements. The TENANT declares to hold a valid driver's license enabling them to drive the rented vehicle and not to be subject to legal restrictions or measures by judicial or administrative authorities. In the case of customers from non-EU countries, it will be necessary to present the international driving license, provided that the country of origin is a signatory to one of the Conventions on driving to which Italy adheres, namely the Geneva Convention of 1949 or the Vienna Convention of 1968. Citizens of States that are not signatories to either of the two Conventions may drive in Italy if they have their national driving license and a translated copy thereof, to be requested at the Italian embassy in the country of origin or at embassies and consulates of their country present in Italy.

### 3) VEHICLE ENTRUSTMENT AND OWNERSHIP

The vehicle is entrusted to the TENANT with standard equipment and a satellite locator to detect its position in case of failure to return it to the rental office or in the event of an accident, mechanical failure, or theft. The vehicle is accompanied by the original registration document and a copy of the insurance, of which the TENANT becomes the custodian full-fledged. The vehicle is delivered in excellent conservation and operating conditions, without defects. By signing this contract, the TENANT declares to have inspected the vehicle, verified its excellent condition, and deemed it suitable for use. With this contract, only the possession of the vehicle is transferred to the TENANT, with the full possession remaining with the LESSOR. The TENANT acknowledges not to hold any real rights over the rented vehicle and the provided accessories, and therefore, not to dispose of them in any way. Ownership of the vehicle always remains with the LESSOR, and the TENANT acknowledges that they can never claim any ownership rights. It is forbidden for the TENANT to sublease, mortgage, or pledge the vehicle as collateral in any form.

### 4) START, DELIVERY, AND RETURN OF THE VEHICLE

The TENANT is responsible for the vehicle for the entire duration of the rental: a) the rental period begins upon the collection of the vehicle and ends when both the vehicle and keys are returned, commencing on the day and time indicated in the ACCEPTANCE FORM and ending on the day and time indicated in the ACCEPTANCE FORM. b) the vehicle must be returned during the opening hours of the designated office and at the location of collection, unless otherwise agreed upon in writing with the lessor. The return time of the vehicle is the one agreed upon and indicated in the ACCEPTANCE FORM. If the TENANT wishes to modify the terms of returning the rented vehicle, they must obtain the prior written consent of the LESSOR by formally requesting it with at least a two-hour notice before the scheduled return time of the vehicle. The TENANT reserves the right to terminate the rental at any time for any reason and return the vehicle subject to this rental contract before the deadline indicated in the ACCEPTANCE FORM. In this case, no refund is due to the TENANT for unused days and/or hours.

### 5) USAGE CONDITIONS

The TENANT undertakes to personally and exclusively operate the vehicle and not to transfer it, even temporarily, to third parties; therefore, the TENANT assumes all risks and liabilities in the event of entrusting the driving of the vehicle to third parties, as well as for other effects of article 116, paragraph 14 of the Road Code concerning the entrusting to a person lacking a driver's license. Subleasing of the vehicle to third parties in any form is strictly prohibited. Furthermore, the TENANT cannot use the vehicle: under the influence of alcohol or drugs or any other legitimate or illegitimate substance that impairs driving ability; off-road or on unsuitable roads; for the illegal transportation of goods (smuggling, narcotics, etc.); for commercial purposes against payment; for competitions of any kind, whether sporting or not, races or other events even for the sole purpose of route testing; to tow other vehicles or trailers; to transport fuels, flammable materials, explosives, or corrosives; to travel abroad without prior written authorization from the LESSOR. The TENANT may carry passengers according to the number indicated in the registration document. Passengers must be at least 5 years old and have a minimum height of 110 cm. Passengers must wear a fastened helmet and, where required, use the seat belt. The TENANT undertakes not to refuel the rented vehicle with fuel other than that provided. The TENANT must immediately stop the vehicle if they detect a malfunction that may compromise safety, as well as any other malfunction, and immediately inform the LESSOR. Under no circumstances can the TENANT directly and/or have others perform repair interventions without the written consent of the LESSOR. Additionally, the TENANT cannot have damaged tires replaced at their expense in case of punctures. The return of the vehicle with tires repaired by third parties is not allowed.

### 6) CURRENT ROAD CODE RULES

The TENANT undertakes to use the vehicle in accordance with the rules of the road code and the laws in force in Italy.

### 7) INSURANCE

The rented vehicle is covered exclusively by third-party liability insurance. The provided third-party liability insurance does not cover damages resulting from accidents involving other vehicles owned by the LESSOR. In such circumstances, the TENANT will be held responsible for any damage caused to the vehicles involved in the accident.

## **8) LESSOR'S LIABILITY LIMITATIONS**

Within the limits prescribed by law, after the delivery of the leased vehicle, the LESSOR cannot be held liable for any damages that the TENANT or third parties transported by the TENANT may suffer during the entire rental period due to defects, malfunctions, or flaws of the vehicle not detectable at the time of delivery. In this regard, the TENANT waives, for themselves and their heirs or assigns, any and all claims against the LESSOR. Furthermore, the LESSOR cannot be held responsible for loss or damage to property belonging to the TENANT or third parties left in or on the vehicle.

## **9) ACCIDENTS**

If the vehicle is involved in a road accident or sustains damages of any extent, even if third parties are not involved, the TENANT agrees to: a) immediately inform the relevant police authorities; b) immediately inform the LESSOR, providing a detailed and complete report within the next 24 hours on the form enclosed with the vehicle documents; c) refrain from making statements of liability if unsure about the dynamics of the accident; d) take note of the names and addresses of the parties and witnesses; e) provide the LESSOR with the accident report form, duly completed in all parts and including the data and contact details of all involved parties; f) provide the LESSOR with any other relevant information; g) follow the instructions provided by the LESSOR regarding the custody or repairs of the vehicle.

## **10) TENANT'S LIABILITY FOR DAMAGES AND/OR VEHICLE THEFT**

The TENANT undertakes to compensate for damages resulting from refuelling with fuel other than that specified for the rented vehicle, as well as damages resulting from repair interventions carried out and/or commissioned directly by the TENANT without the LESSOR's consent, or resulting from the operation of the vehicle despite the presence of faults and/or damaged or repaired tires. The TENANT will be liable for any damage suffered by the vehicle during the rental period, except in cases of force majeure. If, at the time of returning the vehicle, the LESSOR's representative finds any damages, they will be quantified in the presence of the TENANT based on the "damage quantification table" received simultaneously with the signing of the contract ACCEPTANCE FORM, which the TENANT declares to have reviewed and accepted. The TENANT will be required to sign the specific damage quantification form, to which photographs of the damages found will be attached, and the LESSOR will proceed to issue and charge the TENANT's Credit Card with an invoice for such damages (repair costs and any technical downtime), increased by the fee for managing the claim process. In case of severe and/or total damage to the vehicle, the TENANT will pay an amount equal to the expenditure that the LESSOR will incur for the purchase of a vehicle with characteristics similar to the damaged one. In case of theft and/or fire of the vehicle, the TENANT will be required to reimburse the LESSOR an amount equal to the purchase price of a vehicle with characteristics similar to the damaged one, unless it is proven that the theft and/or fire is not attributable to the TENANT's responsibility.

## **11) CHARGES**

The rented vehicle is delivered with a full tank of fuel, and the TENANT must return it with the same amount of fuel, i.e., with the Full/Full option. Refuelling must be done by the TENANT at their own expense before returning the vehicle. If the vehicle is returned without a full tank, the TENANT will be charged a penalty of € 120.00. In case of delay in the return of the vehicle to the TENANT, a penalty of € 45.00 per hour, or fraction of an hour, of delay will be charged. In case of rental extension, the TENANT will be charged the additional cost resulting from the extension of the rental period, amounting to € 45.00 for each additional hour of rental or € 250.00 for each additional day beyond the scheduled return date. Any administrative fines for traffic violations committed by the vehicle during the rental period are the responsibility of the TENANT. In the event of notification of administrative fines, if the TENANT does not make payment within twenty days from the notification and fails to provide the LESSOR with documentation confirming payment within the same deadline, the TENANT will be charged the amount of the fine plus a penalty of € 100.00. In case of assistance required at the TENANT's request for lost keys or keys locked in the vehicle's trunk, the TENANT will be charged a sum of € 150.00 for each intervention carried out by the LESSOR. In case of lost keys, the TENANT will be charged a penalty of € 50.00 for mechanical keys or € 120.00 for electronic keys. In case of loss of the vehicle's registration documents, the TENANT will be charged a penalty of € 350.00. In case of administrative detention of the vehicle due to any traffic violations or other legal violations committed by the TENANT during the rental period covered by this contract, the TENANT will be charged a penalty of € 450.00 for each day of immobilization.

## **12) APPLICABLE LAW**

This contract is governed by Italian law. In the absence of specific provisions, the rules of the Civil Code apply, particularly those provided for in articles 1571 and following. Any dispute arising from or related to the conclusion of this contract will be governed by Italian law.

## **13) COMPETENT JURISDICTION**

In the event of disputes concerning the interpretation, validity, and execution of this contract, the competent jurisdiction shall exclusively and irrevocably be the Court of Verona.

## **14) CONTRACT MODIFICATIONS**

Any amendment to this contract must be made in writing and signed by both parties under penalty of nullity.

## **15) LANGUAGE**

The original text in Italian will prevail in case of conflict with the text translated into other languages.