

General Rental Conditions

The rental of cars by Felirent Srl to the Customer is governed by these General Rental Conditions, the Rental Letter, the Tariff and the Privacy Policy in force at the time of signing the Rental Letter. The Customer by signing the Rental Letter declares to have read, understood and accepted the General Rental Conditions and to specifically approve the articles: 1. Delivery of the vehicle and start of the rental, 2. Assistance to the vehicle and replacement car, 3. Insurance, 4. Obligations of the Customer, 5. Use of the vehicle, 6. Fire, Theft, Damage to the car, 7. In the event of an accident, 8. Return of the vehicle and end of the rental, 9. Rental fees, 10. Payment by credit card, 11. Responsibilities of the Customer and the Lessor, 12. Applicable Law and Jurisdiction, 13. Changes to the General Conditions, 14. Domicile of the Customer and communications to the Customer.

1. Delivery of the vehicle and start of rental

The rental begins on the date and time indicated on the title page of the Rental Agreement which corresponds to the moment in which Felirent Srl or its delegate (hereinafter referred to as "Lessor") delivers the vehicle to the Customer. The vehicle is delivered in a good state of maintenance and is equipped with the parking triangle, the spare wheel or the repair kit and all the documents necessary for circulation, including a copy of the insurance green card and the certificate. At the time of delivery of the vehicle, the customer undertakes to verify its condition and equipment together with the personnel assigned by the Lessor and, in particular, to verify that the vehicle is in perfect working order, with the equipment indicated in the Rental Contract and free from any goods or additional goods and undertakes to return it in the same state, save wear proportionate to the duration of the rental and the mileage traveled. It is the Customer's responsibility to communicate to the personnel assigned by the Lessor any discrepancy with respect to what is indicated in the Rental Letter and to ascertain it in contradiction with the personnel in charge before collecting the car. Failing this, the Customer authorizes the Lessor to charge all the discrepancies found at the return of the vehicle by the staff in charge with respect to the state of delivery of the car. Both the Customer and any driver authorized to drive the vehicle identified in the Rental Letter (hereinafter, the "Vehicle") must comply with the identification and qualification formalities required by the Lessor, providing, in order to extract a copy, a valid identity document. Each driver of the Vehicle undertakes not to provide false information regarding his/her personal details, age, residential address, telephone number and e-mail address, as well as about the possession of all the legal requirements for driving qualification. Both the Customer and each authorized driver must be in possession of a valid driving license of an EU / EFTA country that enables the type of rented vehicle, issued for at least 36 months, which must be shown, in order to extract a copy. If you have a licence issued by a non-EU foreign country, you also need an international driving permit. It is in the full discretion of the Lessor to refuse to conclude the rental contract with the Customer, in particular in cases of theft, damage or accident with charge of liability occurred in previous rentals.

2. Vehicle assistance and replacement car

In the event of an accident, breakdown and / or need to tow the vehicle, the Customer is required to contact, at the number indicated on the documentation in the vehicle, the assistance service agreement with the Lessor, the only subject authorized by them to perform interventions and / or repairs on the vehicle. The interventions and / or repairs carried out on the vehicle by the Customer without the authorization of the Lessor and / or at centers not affiliated with the Lessor will not be reimbursed by them for any reason and for any reason. In case of request by the Customer for a replacement vehicle, the Lessor reserves the right to decide at its discretion, also based on the availability of cars in the place and at the time of the request by the customer, whether or not to provide the replacement car.

3. Insurance

The Lessor guarantees that against the civil liability of the Customer and any other person authorized to drive the vehicle, a special RCA insurance policy has been stipulated with the limits and minimum ceilings imposed by law and regulations in force. An extract of a policy that meets the legal requirements is available on our website. The policy does not cover in any case the damages suffered by the driver or his civil liability for damage to things and animals transported, as well as does not cover damage resulting from non-compliance with road signs of bulk and / or danger or in any case resulting from non-compliance with laws or regulations. The policy covers the driver's civil liability for damages reported by third parties transported, provided that they are not members of the Customer's family or the driver, as specified in the extract of the insurance conditions applicable to all vehicles rented by the Lessor. In the event of an accident caused by the Customer through his own fault and / or willful misconduct, the damages reported to the rented vehicle subject to a specific repair estimate will be fully charged to the Customer.

4. Obligations of the Customer

The Customer is the custodian of the vehicle and acknowledges that he is not the holder of any real right over it and therefore cannot dispose of it and undertakes:

- to drive and guard the vehicle together with the accessories diligently, with the utmost caution and compliance with all legal regulations, regulations and any warnings and precautions suggested by the Lessor;
- to take care of routine maintenance, greasing, control of lubricant and brake oil levels;
- to proceed with the payment of any fine and / or contravention paid to him during the lease and to reimburse the Lessor of any expenses, including of a legal nature, incurred due to and / or as a result of the rental;
- the payment of amounts due for parking or motorway tolls relating to the rental period;
- to indemnify the Lessor from any claim made by third parties for damage suffered by them by the goods transported or that in any case are on the vehicle;
- not to smoke and not to allow passengers to smoke inside the vehicle. In case of extraordinary cleaning of the vehicle, the relative sum will be charged to the customer;

During the winter period, as a result of specific provisions of the Authorities, in some areas of Italy there is an obligation to use winter tires or to transport snow chains on board the vehicle; Felirent Srl delivers vehicles already equipped with thermal tires or four seasons and prepares, where available, the necessary information. In any case, the Customer undertakes to verify the existence of such a situation with respect to his travel route and to observe the relative prescriptions.

5. Use of the vehicle

The Customer undertakes not to drive or use the vehicle and not to tolerate anyone else driving or using:

- in countries other than those expressly indicated in the Rental Letter, subject to the express written authorization of the Lessor. To this end, the "Green Card" (International insurance certificate), delivered together with the documents accompanying the vehicle, does not constitute authorization in this regard, but completion of the documents; in case of transit in the countries where the Customer has undertaken not to circulate the vehicle, the insurance coverage and the agreements of limitation and exclusion of his liability will no longer be effective and any costs the Lessor should incur due to failure to comply with the commitment assumed will remain the responsibility of the Customer who will have to indemnify him; (b) by lease;
- to push or tow objects;
- under the influence of drugs, narcotics, alcohol or intoxicants;
- in races, competitions or speed tests and on a circuit or track;
- for a purpose contrary to the law, regulations and orders of the Authorities;
- to unauthorized persons or in any case not indicated on the individual rental contract or any person other than the Customer, including his parents, children, spouse, brother, employer, colleague employed in the same company, partner or manager (if the Customer is a company); h) person who has provided the Lessor with false information about his personal details;
- persons under the age of 25 years.

Save the proof referred to in art. 1588 of the Italian Civil Code. The violation of even one of the above obligations, as well as 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 car. In case of seizure or administrative detention of the vehicle, the Customer undertakes to pay the Lessor, in addition to the agreed rental fee, an amount equal to the rate paid for the single day increased by 100% until the day on which the Authority will release the vehicle to the Lessor. The Lessor reserves the right to regain possession of the Vehicle in any place and time in the event of violation of the rules of this Article.

6. Fire, Theft, Damage to the car

The Customer is obliged to compensate the Lessor for any damage for any reason that occurred to the car during the rental, as well as in case of theft or fire. The Customer is responsible for the cost of repairs, for the lack of rental revenue quantified on the basis of the applicable price list, for the costs of towing and storage and for administrative costs incurred for the management of any event or claim arising from the rental, within the limits of the repair estimate, sent to him by the Lessor whose values include the cost of the materials, labour and technical downtime. The Customer will also be required to compensate the Lessor for damage suffered by the vehicle as a result of non-compliance with road signs of encumbrance and / or danger, damage not covered by the mandatory RCA policy, as specified in point 3, as well as the costs of restoring and / or cleaning the passenger compartment of the vehicle if it is returned at the end of the rental with indelible stains and / or burns. Without any reversal of the burden of proof, it is always without prejudice to the possibility for the Customer to prove that the non-fulfillment of his obligations and / or the damage occurred to the vehicle depended on a cause not attributable to him. The Customer is required to pay any fee for the economic responsibility / deductible deriving from damage, theft, even partial and fire of the vehicle as indicated on the title page, the costs for extra cleaning, the tow truck, tolls, parking, administrative penalties for violations of the highway code as

well as the related expenses for administrative management, as well as a sum as a penalty for failure to withdraw from the vehicle the goods and / or goods that are in the same at the time of return in the manner set out in the following points:

A In the event of a Claim.

The Customer is always entirely responsible for the amount of damage caused to the Lessor, regardless of what is provided below, where at least one of the following circumstances occurs: violation of the regulations in force and / or the Highway Code of the State where the vehicle is driven, use of the car for a purpose contrary to the law, use of the car in violation of the provisions of Article 4 of these General Conditions, car returned damaged without reporting the dynamics of the accident and related documentation.

The Customer is always required to:

immediately notify the event to the competent authorities

to notify the Lessor no later than 24 hours if the vehicle is involved in a road accident or has suffered damage, even if no third parties are involved; take note of the names and addresses of the parties and witnesses; provide the Lessor with any useful information; follow the instructions that the Lessor will provide regarding the custody and / or repairs of the vehicle; in the event of an accident with counterparty, the Customer undertakes to sign the CID form, which must be delivered by the Customer to the Lessor without exception within the term of 24 hours or within the term of the rental if it coincides. The Customer undertakes to inform the Lessor, at the time of delivery of the vehicle, if he has caused or suffered any accident. In the event that the Customer fails to declare an accident, despite having incurred it, he accepts, regardless of the cause of damage to the vehicle and / or third parties and without prejudice to the responsibilities referred to in the previous paragraphs of this article, the charge of the penalty equal to € 500, due to the organizational inconveniences and the higher insurance costs incurred by the Lessor as a result of the Customer's information omission. The Customer also undertakes to cooperate with the Lessor in any investigation or criminal proceeding, in order to allow him to protect his rights against fraud or unfounded claims.

B. Damage to the Vehicle

The Customer will be held responsible for the damages detected upon return of the Vehicle as well as damage not reported as pre-existing on the Rental Letter pursuant to art. 1588 of the Italian Civil Code, remaining required to prove that the harmful event is not a consequence of his conduct, even omission, and to have guarded the vehicle with the utmost diligence, taking into account the circumstances. In this sense, it is understood that the possible signing of any limitation / exclusion of liability will not give rise to any reversal of the burden of proof. The Lessor will appoint a third party belonging to its network of trusted repairers who will assess the amount of the damage taking into account the discounted prices charged by the manufacturers, that is, by the Landlord's trusted repairers. It will be the responsibility of the Lessor to communicate to the Customer the amount of the damage at a later time, together with the following documents:

- report of return of the vehicle;

- photos of the damage;

- the estimate of repair of damages, which may vary as a result of the nature of the damage and which will also include the technical stop;

- the possible amount of the fee for the management of the claim file.

C. Vandalism, fire, theft and attempted theft.

In case of vandalism, fire, theft and attempted theft of the rented vehicle, the Customer undertakes to immediately report the fact to the competent Authorities and to deliver to the Lessor the original version of the complaint. In case of total theft, the Customer must deliver to the Lessor, in addition to the original of the complaint, the keys of the vehicle; failure to return the keys of the vehicle will make the Customer fully and personally responsible for the harmful event regardless of the insurance coverage subscribed with the consequent obligation to have to compensate the Lessor for the entire commercial value of the Vehicle, calculated on the basis of the Quattroruote quotation at the time of the event. In case of attempted theft and vandalism, failure to deliver the original of the complaint entails in any case the charge by the Lessor of a penalty equal to the full amount of the economic damage suffered by the Lessor

By signing the appropriate limitation clause of liability, reported in a special space on the rental contract, the Customer is exempted, in whole or in part, from the payment of the deductible (referred to in art. above), against the payment of the additional price indicated therein. In any case, the Customer will be required to return the keys to the renter, within the time established for the delivery of the vehicle and in any case within 24 hours from the discovery of the theft or fire. The cases of limitation of liability do not include damage caused voluntarily or due to negligence and / or negligence of the Customer, as well as damage to the upholstery, the roof, as well as those resulting from refueling with fuel other than that provided for the rented vehicle and for repairs carried out directly by the Customer without the consent of the Lessor, or from the circulation of the vehicle in the presence of breakdowns.

Damage to tires, car rims and the underbody of the vehicle does not fall within the cases of limitations of liability.

7. In the event of an accident

The Customer must promptly and in any case as soon as possible:

- inform the Lessor by telephone, transmitting to him in the following 24 hours a detailed report completed on the form attached to the vehicle documents; b) inform the nearest police authority;
- take note of the names and addresses of the parties and witnesses;
- provide the Lessor with any useful information;
- follow the instructions that the Lessor will provide regarding the custody and / or repairs of the vehicle, also following the provisions of point 2;
- in the event of a claim with a counterparty, the Customer undertakes to sign the CID form, which must be delivered by the Customer to the Lessor within 24 hours or within the term of the rental if it coincides.

In the event that the Customer has not caused or suffered any accident, he must always communicate it at the time of delivery of the vehicle to the Lessor, in order to allow him to protect his rights against fraud or unfounded requests. If the Customer fails to declare a claim, even if he has incurred it, he accepts the charge of the relative penalty as per point 6 A, also due to the significant organizational inconveniences and the higher insurance costs incurred by the Lessor as a result of the Customer's information omission.

8. Return of the vehicle and end of the rental

The Customer undertakes to return the vehicle to the agreed place by the agreed date and time, or before that date in case of express request of the Lessor to this effect. The Customer may extend the deadline for return by making a request at least 24 hours before the scheduled deadline and only with the prior consent of the Lessor. In the event that the vehicle is not returned within the established terms, the Customer will be required to pay the Lessor the extra rate quoted in the rental letter for each day of delay, as well as all the other fees provided for in these General Conditions, from the Tariff, until the moment in which the Lessor returns to possession of the vehicle. The Customer will be required to compensate the Lessor for all expenses incurred for the recovery of the vehicle up to its material taken over. The rental ends when the Lessor takes delivery of the vehicle and verifies the conditions in which it is located at the time of return in contradictory with the Customer.

The Customer undertakes to communicate any change on the rental in progress to the Lessor in writing by email to the address indicated at the time of rental; the Customer also undertakes to wait for specific authorization from the Lessor. A rental day is considered to be 24 hours from pick-up and with a return tolerance of 59 minutes, after this time an additional rental day will be charged at the rate paid for the single day increased by 50%; for delays of more than 24 hours an amount equal to the rate paid for the single day increased by 100% will be charged for each day or fraction of a day. The Customer is required to return the vehicle and the extra options in the same condition in which they were delivered, except for normal wear and tear. The loss, theft and / or failure to return the keys and / or CD Navigators and / or documents of the vehicle for any reason involves a penalty of € 1,000.00 (one thousand / 00). The Customer is required to return the Vehicle exclusively to the personnel in charge of collecting it at the agreed time and location. The Customer remains responsible for the Vehicle in case of return in the absence of the personnel in charge of carrying out the "check-in".

At the time of return of the Vehicle, the Customer has the burden of verifying its status in contradictory with the personnel in charge of collection. Failing this, the Customer acknowledges the correctness and validity of the surveys carried out by the personnel in charge of collecting the Vehicle. By signing the "check-in" form, the Customer acknowledges that he has returned the vehicle in perfect order and in any case in conditions consistent with what is noted in the forms signed by him. In case of non-return of the vehicle by the Customer, the Lessor may regain material possession of the Vehicle in any place and time; the Customer will be required to compensate the Lessor for the expenses incurred for this purpose without prejudice to the fees due for the rental and to what is due on the basis of the above surcharges.

9. Rental fees

The Customer undertakes to pay the Lessor, according to what has been agreed:

(a) the kilometre and timed tariff;

(b) the fee due if the vehicle is returned to a place other than that agreed;

(c) Taxes and duties of the Law;

(d) the amount of fines and / or high fines during the rental period where incurred by the lessor and the motorway tolls and parking fees relating to the use of the vehicle by the Customer where incurred by the lessor; In case of non-direct

payment of the above, the Customer expressly authorizes the Lessor to charge the credit card indicated on the rental contract the relative amounts individually increased by € 35.00 for administrative management costs. The Customer undertakes to transmit to the Lessor, within 48 hours, any report notified to him by the public authority. Failing this, he will be liable for any damage suffered by the Lessor, even indirectly, due to the lack of timely transmission. In case of request by the Authority, the Lessor is obliged to provide the name of the driver or drivers who will receive notification of the fine for payment and any reduction of points on the license.

- e) the costs of practical management for the payment of motorway tolls and / or parking fees or for the management of the accident file;
- f) reimbursement of penalties;
- g) all expenses and charges incurred by the Lessor to obtain payment by the Customer of the amounts all due by the same;
- h) If you have not purchased the "Full Prepaid" option, the sum necessary to bring the fuel tank back to the same level as at the time of delivery as specified below;
- i) the costs of restoring and/or cleaning the passenger compartment of the vehicle if it is returned at the end of the rental with indelible stains and/or burns; l) the costs of restoring the damaged vehicle;
- m) costs of disposal of objects abandoned by the Customer on the vehicle;
- n) the reimbursement of the costs incurred for the recovery of the vehicle not returned to the agreed place for any reason and of the amount paid to the damaged party in the event of an accident caused by fault by the Customer;
- o) the amount corresponding to any other service that the Customer has used or that he has purchased at the time of rental.
- p) The amounts all arising from the economic liability / deductibles in case of damage / theft.

The mileage rate is determined by reading the odometer. The Customer is required to periodically check that the odometer is working and undertakes to immediately inform the Lessor of any malfunctions, following, in this case, the instructions that will be given to him by the Lessor himself. If, at the time of return, the odometer appears tampered with or faulty, the unlimited mileage rate will be applied. Whenever the rate must be commensurate with the number of days, the term "day" defines a period of time of 24 hours starting from the moment the vehicle was delivered to the Customer, unless the rate provides otherwise. With specific reference to the Item Fuel, the Rental Letter contains the specific indication, of the quantity of fuel present at the time of rental and the quantity that consequently must contain the tank at the return (equal to that present at the time of rental, normally full). Any fuel missing at the time of return will be charged to the Customer according to the current market price recorded in neighboring service stations, in addition to the cost of a refueling service equal to € 30.00 plus VAT.

If the Customer has purchased the Full Prepaid option, he is not required to refuel the vehicle before returning it. There are no refunds for unused fuel if the Full Prepaid option has been purchased, unless the vehicle is returned with a full tank: in this case the charge for the Full Prepaid will be refunded.

10. Payment by credit card

The Customer at the time of rental must provide twocarts and credit, if registered and valid and for the entire duration of the rental period, on which to charge all the fees deriving from the rental. The Lessor may in any case at his full discretion refuse to rent the vehicle to the Customer. The Customer, by providing the credit card data, authorizes the Lessor to charge you the fees all due as a result and as a result of the rental and accepts the charge on the credit card also of what will be due after the closure of the contract also for compensation penalties, fines, motorway tolls, parking, practical management costs, vehicle restoration costs as a result of damage not covered by the insurance policy, costs of restoration and / or cleaning of the passenger compartment of the vehicle if returned at the end of the rental with indelible stains and / or burns, costs of disposal of objects abandoned on the vehicle by the Customer and all other rental fees indicated in point 9. The Customer undertakes to pay the Lessor a security deposit to the extent indicated, based on the category of the rented vehicle, as provided by Felirent and reported on the Rental Agreement. To this end, the Customer authorizes the Lessor to charge the Credit Card an amount to guarantee the fulfillment of the obligations deriving from the rental. The Deposit has the function of guaranteeing the payment of any additional costs deriving from the rental. The amount of the security deposit will be charged to the customer's credit card 5 days before the start date

of the rental or at the time of booking if this takes place within 5 days prior to the delivery date. 20% of the total amount of the reservation is charged to the customer at the time of booking. The balance and the security deposit are charged 5 days before the start of the rental. In case of cancellation of the reservation within 5 days from the beginning of the rental, the deposit will be refunded. Nothing is refundable in case of subsequent cancellation.

11. Responsibility of the Customer and the Lessor

The Customer who signs the Rental Letter is responsible for the obligations set out therein, as well as for the actions and / or omissions of anyone who drives the vehicle. The Customer is also responsible for all damage caused to the vehicle during the rental, for all disbursements that the Lessor will have to suffer as a result of the rental (for example fines, fines occurred during the rental, damage caused to third parties during the rental, etc.), for the case of delayed delivery or non-delivery of the car, according to point 8. The Customer may choose to partially limit his liability in relation to the rental or to limit it totally in relation to the rental of cars for some of the events indicated above, by purchasing an additional option of conventional limitation of his liability, which is in any case not insurance, according to the terms and conditions provided for in the Tariff. In any case, even by purchasing the option of limitation of liability, it does not operate in case of gross negligence of the Customer and in the event of non-compliance by the Customer with these General Rental Conditions and with the obligations of law and regulations. Any limitation or exclusion of liability is not effective and in any case lapses for damages caused voluntarily or by negligence, in violation of the law on road traffic or in violation of the provisions of these General Conditions. The limitation or exclusion of liability is not effective for damages so-called "excluded" in accordance with the provisions of the Tariff, for example, by way of example, for damage or theft of tires and / or rims, for damage to the roof. The Lessor is not liable to the Customer or any other person for damages of any nature, including economic damage, suffered by them in persons or goods due to failures or defects in the operation of the vehicle, failures of the vehicle, failure or delayed delivery, delivery of vehicle of a category other than the one booked, theft, road accidents, riots, fires, earthquakes, wars or force majeure, meaning an irresistible and unpredictable event, extraordinary and independent of the will of the parties and which prevents the parties themselves from fulfilling their obligations. The Lessor assumes no responsibility for the custody of objects that may be found in the car after the rental and are in any case borne by the Customer all disposal costs.

12. Applicable Law and Jurisdiction

The law applicable to the rental contract governed by these General Conditions is the Italian one. For any dispute, derived from and / or connected with the rental of the vehicle, for any action necessary for the compulsory recovery of the credit accrued by the Lessor, the Court of Milan will be exclusively competent, with the exception of the hypothesis contemplated in Article 33, paragraph 2, letter u, of the Consumer Code (Legislative Decree 206/2005) in which the Court of the registered office or residence of the Consumer is exclusively competent.

13. Changes to the General Conditions

No modification may be made to these General Conditions without the written consent of a representative of the Lessor with a special written power of attorney.

14. Domicile of the Customer and communications to the Customer

The Customer declares to elect his domicile at the address communicated to the Lessor, as resulting from the Rental Letter. Unless otherwise expressly indicated by the Customer in this regard, contractual communications will take place at the e-mail address indicated by the Customer.

15. Information to the Customer for the processing of Personal Data.

The Customer is informed, pursuant to Article 13 of EU Regulation no. 2016/679 ("GDPR") that the Lessor will process the Data provided by the Customer in compliance with current legislation and as reported in the Privacy Policy, available on the [Lessor's website www.felirent.it](http://www.felirent.it) and / or available at each rental office of the Lessor.