

Rental terms and conditions

Felirent (hereinafter referred to as "Locator") rent to the Lessee (hereinafter referred to as "Customer") the vehicle specified in the title page of this Rental Agreement under the conditions set out below.

1. Delivery of the vehicle

The Locator shall deliver to the Customer the vehicle specified in the title page of this Agreement with the full fuel tank unless expressly and otherwise specified. The vehicle is rented complete with all the accessories required by law, all the documentation valid for circulation in addition to standard kit tools, spare tire or inflation kit. Upon delivery of the vehicle, the Customer has the responsibility of verifying the status of the vehicle in contradiction with the staff of the rental station and is required to promptly report any damage and anomalies visible outside and inside the same and not identified in the corresponding box of the Rental Agreement "Check Out". By subscribing to the "Check Out" box, the Customer acknowledges that he has received the vehicle in perfect order and in any case in conditions in accordance with what was noted in the appropriate box signed by him. Subsequently, at the time of the return of the vehicle, the Customer has the duty to verify the status of the vehicle in contradiction with the staff of the rental station. Failing this, the Customer acknowledges the correctness and validity of the measurements made by the staff of the rental station. By signing the Rental Agreement, the Customer declares that he has read and received the required explanations and, therefore, to know and accept these Rental Conditions.

2. Insurance policy.

Each Vehicle is covered by Civil liability (RCA) insurance in accordance with current laws, which guarantees the insurance coverage of Civil Liability against third parties with regard to people, things (excluding those transported) and animals. The transport on the Vehicle of the Locator is equivalent to the third. This policy can be consulted by specific request of the Customer at the rental offices of the Locator and within the website of the Locator (www.felirent.it).

3. Fees due to the Locator.

Upon delivery of the vehicle, the Customer undertakes to pay to the Locator:

- the security deposit to the extent indicated, according to the category of the rented car, by the Special Rental Conditions available at the rental offices or on the website of the Locator www.felirent.it. The amount of the security deposit is shown on the title page of the Rental Agreement in the box "Payment Type" section "Deposit"
- the rate provided for in the Rental Agreement and the fee for the supplements requested by the Customer as indicated in the title page of the Contract itself.

Upon return of the vehicle, the Customer is obliged to pay to the Locator:

- the amount necessary to restore the original fuel level in addition to the surcharge for the relevant refueling service unless the Customer has purchased the Full Prepaid Fuel service. In this case the Customer can return the vehicle with any fuel level (any fuel not consumed can never be refunded);
- in the event of damage or theft, the relevant penalties and related operating costs;
- any extra rental day;
- the eventual supplement for the return at a station other than the initial one (trip to leave);
- roadside assistance, the penalties provided for in the Special Rental Conditions, if applicable, as well as the amounts relating to any other service the Customer has used;
- The amount of any additional services the customer has used.

The return must be made by the date and time indicated in the Rental Agreement. Delays exceeding 59 minutes will result in an additional day of rental being charged at the Official Daily Rate; for delays exceeding 24 hours, it will be charged for each day or part of the day an amount equal to Official Daily Rate. In case of seizure or other type of detention of the vehicle attributable to the Customer, the Locator will charge the Customer the rate of the Official Daily Rate for each day of detention of the vehicle and any other expense connected to it until the moment in which it will return in possession of the vehicle.

The Customer is responsible for contraventions and/or any other charge resulting from violations of the Highway Code or other provisions of Law or regulations, tolls, the cost of parking and in general of the sums connected with the use of the Vehicle during the rental period and undertakes to reimburse any sums thus anticipated, including the management costs provided by the Special Rental Conditions and quantified in € 50.00 plus VAT applicable for each individual request to be managed.

The Customer who, at the time of signing the Rental Agreement, presents a prepaid voucher is always and in any case obliged jointly with the issuer if the amount due is not paid by the issuer of the voucher itself. The Customer is always and in any case obliged to pay the extras described in the Rental Agreement, as well as any expenses, including legal expenses, that the Locator should incur in order to obtain payment of all sums due by the Customer for any reason.

4. Rental payment and charges authorization

The rental payment can only be made in accordance with the rules and methods of payment expressly provided and indicated by the Locator on the website www.felirent.it. Payment with cash (provided only on balance payments and at the end of the rental) is allowed only in compliance with the regulations of the time in force.

The Customer, in case of use of credit/debit card, authorizes the Locator, by signing this Agreement:

- that a credit can be reserved as a security deposit (based on the cost of the rental and the category of the rented car) on the associated credit/debit card/registered in the Rental Agreement;
- the debit on the credit/debit card associated with/recorded in the Rental Agreement (or other card in its own availability if this one does not have sufficient ceiling) of all amounts due, directly or indirectly, by virtue of the rental, also after the billing of the amount of the same and/or the return of the vehicle;
- in case of prepaid rental, the charge of the extras used, that is, those additional services not included in the prepaid rental amount. The Customer also undertakes, by signing the attached model called "Contract Delay Charge" to expressly authorize any additional charges specifically indicated in it that may arise after the return of the vehicle.

5. Real rights on the vehicle

The Customer acknowledges that he is not the owner of any real right on the rented vehicle and the accessories provided and, therefore, that he cannot dispose of them in any way, not even as a pledge.

6. Customer Duties on Vehicle Operation

The vehicle may be driven exclusively by the Customer who is the holder of this Rental Agreement and by other persons only if expressly indicated in the title page of this Agreement.

The vehicle may only be used in Italy. However, with the express written permission of the Locator, circulation is allowed in the following countries of the European Union: Austria, Belgium, Croatia, France (including Corsica and excluding the French overseas territories), Germany, Luxembourg, Netherlands, Portugal, Slovenia, Spain (excluding the islands and enclaves of Ceuta and Melilla) as well as Switzerland, Vatican City, Republic of San Marino, Principality of Monaco. Please note that the "Green Card" (International Certificate of Insurance) delivered together with the documents accompanying the vehicle does not constitute any authorization to this effect but completion of the documents. In case of transit in the countries where the Customer has undertaken not to circulate on the vehicle the restrictions and exclusions of his liability will not be effective and any cost the Locator should bear due to the failure to comply with the commitment will remain at Customer load (including any costs of detention or repatriation).

In no case may the vehicle be driven by persons who are not in possession of a valid driving license issued at least one year and/or less than 25 years. It is however allowed to drive for children under 25 years, provided they have a valid driving license issued for at least 1 year and upon payment of the supplement "young driver" provided by the special rental conditions and indicated in the title page of this Rental Agreement inside the "Extra Charges Box". The vehicle can also be driven by person older than 74 years but not more than 79 years upon a payment of the supplement "Senior drive". Further driving limitations may be applied by Felirent as reported in the "Special Rental conditions" and/or in according to the specifications required by Law about driver's age, vehicle's engine capacity and/or characteristics.

The vehicle must not be driven by a driver in a state of drunkenness or unconsciousness, due to the abuse of alcohol or narcotic substances, with the obligation of the Customer to prior verification of the personal status of the possible foster. The Customer also undertakes not to smoke and not to allow passengers to smoke inside the vehicle.

the Customer undertakes not to drive/use the vehicle and not to allow, in any case, that the vehicle is driven and used for the following situations for which he also acknowledges to be entirely responsible for any damage suffered by the Locator:

- for the transport of contraband goods, explosive or polluting material, substances which, due to their condition, may damage the vehicle and/or compromise/delay the possibility of re-transmission by the Locator;
- for the carriage of passengers or goods on compensation;
- to push or tow another vehicle or trailer;
- in competitions of any kind, whether sporting or not, or for track tests;
- for driving on unsuitable roads or "off-road";
- for driving under overload or with improperly secured loads;
- to give driving lessons or to practice driving;
- to engage in subcontracting without the prior written permission of the Locator;
- with Rental Agreement expired;
- for use in restricted areas, such as, but not limited to, runways, service roads at airports and/or adjacent areas;
- for any other use in violation of laws or regulations or for the pursuit of any illegal purpose;
- by a person not mentioned in the title page of this Rental Agreement and/or any person acting in contravention of applicable laws and/or regulations;
- for the export of the vehicle at export procedures.

The Customer therefore undertakes to drive or use the vehicle with the diligence of the good father of the family. Save the proof referred to in Art. 1588 CC, the violation

of even one of the above obligations, as well as the violation of the rules of the Highway Code and/or conduct contrary to or contrary to the diligence of the good father of the family, will result in the Customer being charged for any damages caused to the rented vehicle, even if the Customer has purchased an additional service of limitation of liability.

In all the above mentioned cases, the Locator will be exempted from any liability, of any kind and nature and, in the cases where this is appropriate, must be entirely indemnified and held harmless by the Customer. These assumptions will also lead to the early termination of the Rental Agreement.

7. Additional Customer Obligations

The Customer undertakes to:

1. correctly provide personal details including the address of residence at the time of rental, full ownership and eligibility for driving in accordance with current Law. The Customer also undertakes to communicate his telephone number and an e-mail address (e-mail) before the rental, which will be used by the Locator according to the purposes of this Rental Agreement;
2. keep, together with the accessories and/or devices provided, the vehicle as well as to conduct it with the utmost diligence, taking care of its ordinary maintenance (control and refilling of all levels of lubricants/coolants, tyre pressure control, lighting system, etc.), immediately notifying the Locator of any malfunction and refraining from using the vehicle if applicable;
3. provide for the payment of any contravention, road tolls, parking fees and/or charges arising therefrom during the rental period of the vehicle. He also undertakes to compensate the Locator for any costs incurred in addition to the payment of the administrative and management costs provided for in the Special Rental Conditions;
4. fill the vehicle with the correct type of fuel. If the Vehicle is supplied with an inappropriate type of fuel, the customer will be responsible for any costs necessary to transfer the Vehicle and/or repair the damage caused to it, calculated according to the damage table in force at the time of rental or the total amount needs to the repair;
5. hold the Locator harmless from any claim made by third parties for damage caused to the goods transported owned by the latter or in any case found on the hired car;
6. at the time of return check in inter partes with the staff of the rental office and countersign the box "Check In" indicating the status of the vehicle at the time of return, recognising from now on that the failure to subscribe determines the forfeiture of the Customer from the subsequent possibility to raise any dispute regarding the amounts charged for the damage detected;
7. return the vehicle by the date and time and to the rental office indicated in the title page of the Rental Agreement including all accessories, delivered at the time of the rental, in the same state in which it is/ was/ received;
8. return the vehicle as soon as the Locator, at his sole discretion, requests it. Failure to return authorizes the Locator to take possession of the vehicle by any means, even against the will of the Customer, placing at the expense of the Customer any costs incurred for the recovery;
9. recognize that the rental begins on the date and time of delivery of the vehicle keys and ends on the date and time of actual return of the same to the rental office and in the hands of the Locator's staff. The Customer, with the prior authorization of the Locator, may make the return of the vehicle outside the official opening hours of the office, exclusively in the offices indicated in advance and according to the information received to this effect by the Locator's staff (boxes arranged for the reception of keys, garages/ parking facilities and indicated by the staff of the Locator). In this case, the Customer acknowledges that the rental will end on the date and time of the next reopening of the rental office and undertakes to issue a signed declaration regarding the status of the vehicle tank, the date and time of delivery, the total "Km" Indicated by the odometer of the vehicle, indicating any damage occurred during the rental. This declaration must be included in any key box or inside the vehicle in case of return at the garage/ parking agreement. The Customer also acknowledges from now on his responsibility for any damage not reported and found at the opening of the rental office as well as the possible theft of keys and/ or vehicle or part of it (in the case of return at lockers for the reception of keys or garage/ parking with this box);
10. request the possible extension of the rental period prior to the expiry date. Such request must be made by contacting the office of the beginning of the rental which, if it is possible to extend the rental, will communicate to the customer the indication of the total costs and the methods strictly planned to activate the extension. Alternatively, the Customer can go directly to the rental office of the Locator to request the extension of the rental. In no case may the Customer extend the return of the vehicle without the written consent of the Locator;
11. Do not perform any repair work on the rented vehicle without the prior written consent of the Locator. In default, any expenses incurred will remain at the exclusive expense of the Customer, who, moreover, may be charged the charges necessary for the restoration of the vehicle. The Locator is in any case excluded from any liability towards the Customer/Driver and the members of their respective families for damages of any kind, including economic damage suffered by them in persons and/or goods, arising (directly or indirectly) the failure of the vehicle if caused by manufacturing defects, even if it leads to road accidents;

The violation of the provisions of Articles 1, 3,5,6,7,10 and 11 entitles the Locator to the termination of the contract pursuant to art. 1456 cod. civ. and compensation for any further damage.

8. Customer's liability in the event of a claim and theft and options to reduce the Customer's liability to the Locator.

The Customer undertakes to compensate the Locator for any damage, total or partial theft or damage caused by attempted theft, including the use of roadside assistance, without prejudice to the proof referred to in Art. 1588 C.C.

In case of damage, the Customer participates in the economic damage suffered by the Locator for the maximum amount indicated in the Special Rental Conditions and on the Rental Agreement as "Penalties", except as provided by the following art. 9.

In case of total or partial theft or damage caused by attempted theft, the Customer participates in the economic damage suffered by the Locator for the maximum amount indicated in the Special Rental Conditions and on the Rental Agreement as "Theft Excess". In the event of total and/or partial theft in the Campania and Puglia Regions and by way of derogation from the "Theft Excess" on the cover page of this Rental Agreement, the maximum amount applicable shall be deemed to the Excess Table reported in the "Special Rental Conditions", regardless of the rental office where the rental originated, except as provided for in art. 9.

The Customer has the right to further limit or eliminate the participation in the economic damage suffered by the Locator in the following ways:

- a) if the Customer has purchased the service "Glass&Tyre", the Customer eliminates the participation in the damage suffered by the Locator limited to the crystals (excluding glass roof) arrows, lights, wheels, tires and rims, while for the remaining parts of the car participates for the maximum amount indicated as "Penalties" in the Special Rental Conditions and the Rental Agreement;
- b) if the Customer has purchased the service "**Body Vehicle Protection**" the Customer the Customer eliminates the participation in the damage suffered by the Locator limited to the external body of vehicle while for the remaining parts of the car participates for the maximum amount indicated as "Penalties" in the Special Rental Conditions and the Rental Agreement;;
- c) if the Customer has purchased the service "**Theft Protection**" the Customer will not be liable in case of theft or partial theft and damage for attempted theft of the rented vehicle;
- d) if the Customer has purchased the service "**Silver Protection**" the Customer will be liable in case of damage or theft of the rented vehicle for the maximum amount of the penalties damage shown in the box "Penalties" "Damage Excess – Theft Excess";
- e) if the Customer has purchased the service "Gold Protection" the Customer eliminates its financial responsibility in case of damage and/or theft to the rented vehicle.

By way of derogation from points a), b), c), d), e) in case of total or partial theft or damage caused by attempted theft in the regions of Campania and Puglia, regardless of the rental start station, the Customer is in any case liable to the Locator for the excess amount indicated in the box "Penalties" - "Theft Excess" in the Special Rental Conditions regardless of what is indicated in the Rental Agreement under the heading "Theft Excess".

In case of total theft of the vehicle, the Customer also undertakes to pay the amount related to the full fuel.

8.1 Quantification and Damage List.

Damages are qualified and quantified by the Locator by means of the "Damage Table" available at each rental office and on the website of the Locator www.felirent.it; the amounts indicated in this Table are an integral part of this Rental Agreement. In the event of difficulties in the qualification and therefore of the quantification of the damage, the Locator will charge the amount after a special estimate drawn up by its authorized workshops prior notice to the Customer. The Locator reserves the right not to immediately repair the vehicle if the damage caused by the Customer does not affect its functionality.

8.2 Non-application

All of the above relating to the Customer's participation in the economic damage suffered by the Locator is not valid where art.9 applies.

9. Grounds for non-application art. 8

Regardless of the provisions in art. 8, the Customer is always entirely responsible for the amount of the economic damage caused to the Locator, even if he has purchased a service of limitation of liability, where at least one of the following circumstances occurs:

- a) violation of the regulations in force and/or of the Highway Code of the State where the motor vehicle is driven;
- b) use of the vehicle for a purpose contrary to the law;
- c) use of the vehicle in violation of art. 6 of these General Conditions;
- d) vehicle returned damaged without report certifying the dynamics of the accident and related documentation, complete with any C.A.I. form (Friendly Accident Report);
- e) failure to report in time to the competent authorities in the event of total or partial theft or vandalism.

The above mentioned circumstances will be proven by reports of the competent authorities and/or customer statement and/or C.A.I. form and/or assessment by insurance companies;

- f) in the event of damage to the vehicle underbody, vehicle roof (including panoramic glass roof), mechanical parts, upholstery and interior fittings of the vehicle including boot upholstery;

- g) in case of theft/loss/loss of license plate/plates and/or loss or damage to vehicle keys.

10. Customer's obligations in the event of a claim

In the event of a claim, the Customer undertakes to:

- a) immediately inform the Locator by telephone, providing within the next 24 hours to send the relevant form C.A.I. filled out in details in all its parts and countersigned or failing to sign a detailed report of the facts. In case of intervention of the Authorities he will have to arrange to send every single document that the latter have released;
- b) inform the nearest Police Authority for any investigation of the case as well as in case of injuries;
- c) not to make any declaration of liability and provide the Locator with any useful information;

d) take note of the particulars of all parties involved in the accident, including any witnesses, as well as data relating to the policies and insurance companies of the vehicles involved;

e) avoid leaving the vehicle unattended and without safeguard by contacting the Locator to receive appropriate instructions;

f) follow the instructions provided by the Locator for the safekeeping and/or repair of the vehicle.

In case of non-fulfilment of even one of the aforementioned obligations, the Customer is responsible for all the damages suffered by the vehicle.

The Locator does not guarantee the replacement of the rented car in case of accident and/ or mechanical damage and/ or tires.

11. Customer's obligations in the event of total or partial theft or damage from attempted theft or vandalism

In case of total or partial theft or damage caused by attempted theft or vandalism, the Customer is obliged to immediately report the fact to the competent authorities (such as State Police, Carabinieri etc.) and to deliver the original version of the complaint to the Locator.

In case of total theft, the Customer also undertakes to deliver to the Locator:

a) the keys of the vehicle and of the anti-theft device where fitted;

b) the rent due up to the date of actual delivery of the original complaint and keys;

c) the amount of any relief indicated on the cover page of this Agreement.

In case of failure to deliver the original complaint and/ or failure to return the keys, the Locator will, in any case, charge the Customer a penalty equal to the official list value of the manufacturer of the vehicle including the optional (excluding VAT) reduced by 15%.

In case of partial theft, damage from attempted theft and vandalism, failure to deliver the original of the complaint will in any case result in the Locator charging a penalty equal to the full amount of the economic damage suffered by the Customer.

12. Indemnification of the Locator

The Locator is not liable to the Customer, the driver or the members of the respective families and the legitimate heirs for damages of any nature suffered by them, including economic damage, either for personal damage, without prejudice to the latter, the application of Articles. 33 paragraph 2 lett. a) and b) and 36, paragraph 2, letter a) of D. Lgs 205/2006, both for damages consequent to failures or malfunctions of the motor vehicle or road accidents. In any case, the Locator cannot be held responsible for any type of damage caused as a result of thefts, riots, fires, earthquakes, wars or other acts of God.

In case of discovery of objects inside the vehicle, the Locator will notify the Customer that it will have to provide at its own expense for the recovery or shipment of the item; in the event that the Customer does not provide for the recovery or shipment within 30 days after the notice, the items are considered abandoned and the Locator will not be required to store or return them.

13. Remote monitoring of the vehicle

The Customer expressly and without reservation authorizes the Locator, or any other entity appointed by the same, to remotely monitor the movements of the rented vehicle, in order to protect the Locator from the commission of crimes against him, through satellite systems; The Locator also reserves the right to communicate the data to Judicial Authorities, Insurance Companies, Law Firms, Companies specialized in the prevention and management of theft and claims and to use or make use of the contents for each action in its own protection. The Customer also declares to be aware and accepts that the rented vehicle could be equipped with a remote control unit capable of detecting any collisions, lifts and events potentially attributable to claims with or without counterparty; the Customer accepts that the data transmitted by the above-mentioned unit to the Locator's IT systems are used as a means of reporting and proving of claims to the rented vehicle.

14. Late fees

After the deadline for payment of the sums due, the Locator is entitled to issue a debit note for interest on arrears as provided for by Legislative Decree no. 09/10/2002. 231 and subsequent amendments. The Customer, qualifying as a "consumer", retains the right to charge late fees to the legal extent.

15. Complaints

The Customer has the right to claim, by sending an email to the address customer-care@felirent.it within 14 days from the end of the rental for any lack of service. Any objections relating to charges, made for any reason by the Locator, may be applied for only after payment of the same and in any case no later than 30 days from the charge.

16. Changes to the General Terms and Conditions

No changes may be made to these General Conditions Terms without the consent of a representative of the Locator with a suitable written power of attorney.

17. Translations and Prevailing Version

In the event of discrepancies between the Italian text and the translations into other languages of these General Conditions, the Italian text prevails because it expresses the exact will of the parties; the translations to these General Conditions in languages other than Italian (available on the website www.felirent.it and available, at the request of the Customer, in hard copy at each rental station of the Locator) represents a mere translation.

18. Italian law and disputes

This Agreement is governed by Italian law. For any dispute between the parties relating to the Rental Agreement, the Court of Milan has exclusive jurisdiction; the jurisdiction of the court of the place of residence or domicile of the Customer remains reserved for the Customer qualified as "consumer".

19. Processing of personal data

Pursuant to art. 13 EU Regulation No. 2016/679 ("GDPR") The Locator will process the data provided by the Customer in compliance with current legislation and in accordance with the provisions of the Privacy Policy available on the website of the Locator www.felirent.it and available in hard copy at each station of rental. By signing the Rental Agreement the Customer declares to know and accept this Policy.

20. Conclusion of the contract in the name and/or on behalf of a third party

Whoever concludes the Rental Agreement in the name and/or on behalf of a third party is jointly and severally liable with the third party for full compliance with all the obligations contained in the Rental Agreement, without the benefit of prior examination; the Customer who enters into the rental contract is liable in any case for any fact, action or omission attributable to the driver of the vehicle. All authorised customers and/or additional drivers as well as credit card holders shall be jointly and severally liable for all obligations of the holder of the Rental Agreement arising from these General Conditions and the laws applicable to them.