

This contract is drawn up in accordance with the Italian Consumer Code (Legislative Decree 206/2005) and European Union consumer protection directives, including Directive 93/13/EEC on unfair terms, Directive 2011/83/EU on consumer rights, and Directive 2005/29/EC on unfair commercial practices. In the case of cross-border relationships, the minimum protection principles provided by European Union law apply (in accordance with Directive 2005/29/EC). (Directive 93/13/EEC).

TERMS AND CONDITIONS - GENERAL RENTAL CONDITIONS

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Art. 1 – Object of the Contract

With the contract, Viaggiare S.r.l. (hereinafter the "Lessor"), with registered office at VIA PER TELVE, 56/4 - 38051 BORGO VALSUGANA (TN), Tax Code and VAT No. 02348700226, delivers the vehicle described to the Lessee (hereinafter the "Customer") for the period of time and under the conditions specified in the Rental Agreement.

1. The contractual relationship between the Lessor and the Customer is governed by the following documents:
 - a) the Rental Agreement, signed upon vehicle collection, which summarizes the rental conditions, including the vehicle's characteristics, its condition at the time of delivery, the start and end times and locations of the rental, ancillary services, costs, applicable insurance policies, and any deductibles. The Rental Agreement will be supplemented by the "Check-in" form, which constitutes the return report;
 - b) these General Rental Conditions, including any attachments;
 - c) The Damage Tables and the Official Price List, which are constantly updated and available on the Lessor's website, constitute an integral part of the contractual relationship.The documentation referred to in points a) and b) will be sent to the Customer in digital format (PDF) upon signing the contract. Upon the Customer's request, a paper copy can be provided at the rental station.

By signing the Rental Agreement, the Customer declares full acceptance of the terms and conditions contained therein.

2. Pursuant to Articles 1321, 1325, and 1372 of the Italian Civil Code, this contract is prepared and concluded directly by Viaggiare S.r.l., acting as Lessor, as a manifestation of its contractual intent, resulting from the content of these general conditions and their provision to the Customer.

The contract is concluded upon delivery by the Customer, constituting acceptance of the contractual conditions. The Lessor does not require any form of proof, which is not required for the validity and effectiveness of the contractual obligation.

Any third parties involved in the material preparation, supply, or delivery of the contract act merely as auxiliary agents, without any power of representation or signature on behalf of the company.

The contract is therefore fully and entirely attributable to Viaggiare S.r.l., even in the absence of a signed signature from the Lessor, in accordance with the principles of contractual freedom and the expression of consent recognized by national and European Union law.

Art. 2 – Driving Requirements and Rental Accessibility

Upon collection of the vehicle, the Customer and each authorized driver must present a valid national driving license or permit entitling them to drive the rental vehicle, a valid means of payment accepted by the Lessor, and an identity card or passport. If the Customer holds a license issued by the Greek State or a non-EU country, an international driving permit is also required. If the license has characters other than Latin characters and numbers other than Arabic numerals (e.g., Cyrillic, Hebrew, Chinese, etc.), in addition to the international driving permit, a certified translation of the license is required. Failure to do so will result in the license being rejected and the Lessor being unable to deliver the vehicle.

Both the Customer and each authorized driver, for all vehicle categories, must be between 24 and 75 years of age and possess a valid driving license from an EU/EFTA country that authorizes the type of vehicle being rented, issued at least 12 months previously and expiring after the rental period.

Drivers between 19 and 23 years of age and between 76 and 85 years of age are permitted to rent vehicles in categories A-B and C subject to payment of the applicable "Young Driver" and "Senior Driver" supplements, at the cost indicated in the "Special Rental Conditions" published on the Lessor's website.

The Lessor informs, and the Customer acknowledges, that specific restrictions regarding the driver's age and/or length of driving license hold apply for certain vehicle categories; these restrictions cannot be waived through the application of the supplement. If the Customer is unable to present the required documents upon collection of the vehicle or is over 85 years of age, the Lessor may refuse to deliver the vehicle and/or conclude the agreement, or withdraw from it if already signed, without this entailing any breach of contract by the Lessor or any obligation to pay compensation/indemnity of any kind. In any case, the Lessor reserves the right to refuse to conclude the rental agreement at its sole discretion and for objective reasons related to safety, validity of the documents, or technical impossibility.

Article 3 – Rental Booking and Payment Conditions

1. Nature of the Booking

The booking allows the Customer to reserve a vehicle category (not a specific model) for a specific date, time, and location.

The booking completes the Lessor's obligation only upon signing the Rental Agreement, at which point the contract is concluded pursuant to Article 1326 of the Italian Civil Code. Until such signing, the information provided to the Customer does not constitute a contractual offer.

If the booked Vehicle is unavailable, the Lessor reserves the right to replace it with a vehicle of a category corresponding to or higher than the one chosen by the Customer at the time of booking. If the vehicle is still unavailable, the replacement will be with a vehicle of a lower category, but the rate will be recalculated accordingly. In the event of absolute unavailability to assign a vehicle, or in the event of the Customer's refusal to accept a vehicle other than the booked category, the Lessor's sole responsibility will be to refund the amount paid by the Customer for the rental of the vehicle up to that point.

2. Documentation required to validate the reservation

To proceed with the vehicle delivery, the Customer and any authorized drivers must present the following documents (original, not a digital copy):

- a) valid and intact identity document;
 - b) a valid driving license held for at least 12 months;
 - c) (where applicable) Chamber of Commerce certificate for companies;
 - d) the Customer's credit card in his or her name, expiring at least 3 months after the vehicle return date, with the PAN engraved or printed on it.
 - e) The Customer is required to present, upon collection of the vehicle, the travel document (airline or train ticket) certifying the return.
3. After-Departure Return
- The Lessor undertakes to keep the booked category available for up to 60 minutes after the specified time. After this period, the booking no longer creates obligations for the Lessor.
4. Cancellation of online reservations made via the Lessor's website
- To cancel the reservation, the Customer must send a written notification to reservation@viaggiaresrl.it. Cancellations made more than 24 hours before pick-up are entitled to a full refund. Cancellations made within 24 hours of pick-up are entitled to a voucher equal to the prepaid amount minus 30%, unless there is a valid reason. This voucher must be used by December 31 of the year of issue. No refunds will be provided if the essential requirements (valid driving license, valid ID, and suitable credit card) are not met.
- If a reservation is made through third-party websites or intermediaries (brokers), any refund, if applicable, must be requested from the third party through whom the reservation was made, according to the terms and conditions established by the latter.
5. Payment and Pre-Authorization
- Payment can be made via:
- VISA, Mastercard, and American Express credit cards;
 - debit/prepaid cards (Visa, Mastercard, Maestro, and Bancomat) for the rental fee only (not for the deposit).
- When signing the Rental Agreement, the Customer must present a credit card in his or her name. A pre-authorization will be made as a security deposit in accordance with Article 9 and the Special Rental Conditions available on the Lessor's website.
6. Credit Card Presentation Requirement
- Presentation of a credit card in his or her name is an essential requirement for delivery of the vehicle. Failure to present a credit card is a pre-authorization requirement for the Lessor to terminate the contract without incurring any breach of contract. The Customer is required to obtain an authorization PIN in advance and verify that the credit card has sufficient funds to cover the required deposit for the rental vehicle category.
7. Use of a debit card in place of a credit card
- If, at the Customer's request and at the Lessor's discretion, a debit/prepaid card is accepted in place of a credit card, this will result in the mandatory activation of the "Comfort Cover" standard limitation. The Customer agrees to pay this supplement in addition to the rental fee.
- If the Customer refuses to activate the aforementioned Comfort Cover and/or pay the related fee and is unable to provide a valid credit card for pre-authorization purposes, the Lessor reserves the right not to enter into the rental agreement and not to deliver the vehicle.

Article 4 – Third Party Liability Insurance and Compensation Limitations

Regarding Third Party Liability Insurance:

The Lessor guarantees third party liability insurance for persons, property, and animals. Passengers on the Lessor's vehicle are treated as third parties. The Customer, like the authorized driver, is not covered by any third party liability insurance in the event of damages directly affecting them or involving transported objects or luggage. The insurance is not valid (i) if the driver is not authorized in accordance with applicable laws; (ii) if transportation is not performed in accordance with applicable laws or the instructions in the vehicle registration document; (iii) if the vehicle is driven by a person under the influence of alcohol and/or drugs, or who has been fined pursuant to Articles 186 and 187 of the Highway Code. Third party liability insurance coverage is included in the rental fee and satisfies all legal obligations regarding third-party liability, with a maximum coverage of €25,000,000.00.

Upon request, the Customer may choose to purchase the Driver Accident Insurance (PAI) service for an additional daily fee (see Special Rental Conditions published on the Lessor's website). This service protects drivers of rented vehicles in the event of physical injury due to a road accident while driving the vehicle.

Regarding limitations of Customer Liability:

Limitations of Customer Liability are not insurance products but contractual agreements that the Lessor makes available to the Customer. The rental fee includes the Collision Damage Waiver (CDW) and theft protection (TP). These limits the Customer's liability to the Lessor, in the event of damage or upon the occurrence of an event, to a maximum of the deductible indicated in the Rental Agreement, except as provided in Article 13. 12. Furthermore, by including the "COVER GLASS&WHEELS", "COVER SILVER", "COVER GOLD", "COVER COMFORT", and "COVER GOLD +" supplements in the rental fee (see Special Rental Conditions published on the Lessor's website), the CDW and TP deductibles may be further limited or completely excluded. Please note that the CDW damage waiver covers only damage to the bodywork and not damage to the following parts and components of the vehicle, which therefore remain entirely the responsibility of the Customer: roof, underbody, tires, rims, windows, interior, transmission, engine damage, damage to mechanical parts, damage to electrical/electronic parts, as well as damage caused by vandalism in the event of the Customer's failure to report the damage to the authorities, and weather events in the event of fault and/or negligence in the custody of the vehicle. By signing the Rental Agreement, the Customer accepts, declaring to this end that he has been informed by the Lessor, that the R.C.A. coverage, within the limits permitted by applicable law, as well as all products for compensation limitations will be considered null and void, and therefore will not provide any protection against third parties (with reference to the R.C.A.) or reduction/elimination for damages or loss towards the Lessor (with reference to CDW – TP – COVER GLASS&WHEELS – COVER COMFORT – COVER SILVER – COVER GOLD – COVER GOLD+ and any other established conventional limitation), if the damages or failure to return the vehicle are attributable to fraud, gross negligence, negligence or violations of the Highway Code by the Customer or the authorized driver(s), or as established by these general rental conditions. If the R.C.A. coverage and the compensation limitations are null and void, as the event is attributable to the Customer based on the above. Without any deductible, the Lessor is authorized to recover damages from the Customer up to the total amount of the damage or economic loss suffered (in which case the higher of the two amounts will be charged).

If the Customer purchases third-party deductible insurance or similar products to cover the deductible provided for the Lessor's compensation limitations, the Customer will still be liable to the Lessor for any amount due up to the deductible indicated in the rental agreement, and it is the Customer's responsibility to seek reimbursement from their insurer and/or third party.

Art. 5 – Vehicle Collection

1. The vehicle will be delivered to the Customer within the agreed time and place and must be returned clean and in good condition on the date and place specified in the rental agreement.
2. The rental begins on the day and time the vehicle is handed over to the Customer.
3. The vehicle is delivered with the amount of fuel indicated in the rental agreement, as well as equipped with an emergency stop triangle, a high-visibility vest, the usual tools, a spare tire or repair kit, the third-party insurance certificate, and all documents required for driving. It must be returned with these accessories and tools. Upon delivery of the vehicle, the Customer is required to verify that all of the aforementioned items are present on board.
4. The Customer is responsible for safeguarding all documentation, vehicle keys, license plate, and various equipment, accessories, and tools.
5. In the event of loss and/or damage, the Customer will be charged the replacement value of the damaged and/or lost item, except in the event of loss or theft of the keys, for which the relevant amount indicated in the Damage Table (available on the Lessor's website) will be charged, in addition to the daily rental fee due for the days the vehicle was not used by the Lessor, without prejudice to any further damage. The Lessor specifies that the rental branches do not provide second keys; therefore, in the event of loss or theft of the keys, the Customer is solely obligated to call the approved roadside assistance service and bear the related costs.
6. The vehicle must be returned with the same amount of fuel as at the start of the rental. If the Customer fails to refuel, the Lessor will charge the cost of the missing fuel, plus a "failure to top up" penalty, in the

amount indicated in the Special Rental Conditions in the "Description of Penalties" table (available on the Lessor's website). The Customer has the option of purchasing the "Full Tank Option" service at the counter, which eliminates the obligation to return the vehicle with a full tank.

By taking delivery of the vehicle and signing the rental agreement/contract, the Customer declares that they have verified that the vehicle is in good condition and suitable for the agreed-upon use, in perfect mechanical working order, and compliant with the description in the rental agreement. They also undertake to return the vehicle with all its equipment within the timeframe indicated in the rental agreement. The Customer also declares that the vehicle has been inspected prior to delivery and that it has no scratches or damage to the bodywork or interior parts, except for those reported on the check-out form attached to the rental agreement. To this end, the Customer is required, before leaving the Lessor's parking area, to submit suitable photographic and/or video documentation certifying the condition of the vehicle using the check-out/in form on the Lessor's website or by email to check@viaggiare srl.it. This verification obligation is the sole responsibility of the Customer and must be completed regardless of weather conditions, visibility, or the time of day or night of pick-up. It is understood that any evidence or documentation submitted after the vehicle leaves the rental station will not be taken into consideration.

7. The vehicle must be used in accordance with its intended purpose, for the transportation of persons and/or goods up to the limit indicated on the registration certificate. In any case, the Customer undertakes not to use the vehicle, even through third parties, for the transportation of persons or goods for consideration, with the exception of vans in this latter case.
8. The Lessor is not liable, except in cases of willful misconduct or gross negligence, in the following cases:
 - a) for loss or damage resulting from breakdowns;
 - b) failure or delay in delivering a vehicle of a category other than the one requested;
 - c) damage of any kind suffered directly or indirectly by the Customer, the authorized driver, or any third parties transported, as a result of road accidents caused by malfunctions and/or manufacturing defects of the vehicle;
 - d) for any direct or indirect damage to the Customer for goods transported or forgotten on the vehicle upon return;
 - e) damage resulting from interventions carried out by unauthorized third parties.
9. The Lessor does not insure the goods or merchandise transported on board the vehicle and assumes no liability in this regard.
10. The Customer shall indemnify the Lessor against any claims made by third parties for damage to goods transported on the rental vehicle.

Art. 6 – Customer Obligations Regarding Vehicle Operation and Use

1. The Customer and each authorized driver undertake to maintain and use the vehicle with the utmost care and diligence. Without prejudice to the provisions of Art. 1588 of the Italian Civil Code, violation of the Highway Code and/or behavior contrary to due diligence will result in the Customer being charged for all damages caused to the vehicle and all related expenses, including—but not limited to—roadside assistance costs, technical downtime, administrative costs, and damage management fees.
2. The Customer also undertakes, under his/her own full responsibility, even for actions attributable to another authorized driver, to:
 - a) not drive the vehicle outside the permitted territory, unless specifically agreed in writing with the Lessor. The optional "Cross Island" and "Cross Border" services authorize departure from the major islands or the Italian territory, respectively, as indicated in the Specific Rental Conditions;
 - b) not allow unauthorized persons to use the vehicle, or those who have provided false information (pursuant to Directive 2011/83/EU);
 - c) not use the vehicle in a manner that renders the insurance coverage and compensation limitations null and void;
 - d) not drive under the influence of alcohol, drugs, or in a physically impaired condition;
 - e) ensure that the correct fuel is used, as indicated inside the fuel tank cap. In the event of "incorrect refueling," the Customer will be required to pay a penalty of €600.00 (VAT included), in addition to

the costs of vehicle recovery and any additional damages. This penalty is due even if the Customer has purchased one of the optional coverages referred to in Article 11.

f) properly maintain the tires and perform routine maintenance during the rental (pressure, fluids, AdBlue, visual checks);

g) store the vehicle with appropriate measures, avoiding leaving it unlocked, unattended, or with valuables visible;

h) not to sublet, sell, or pledge the vehicle, nor use it for passenger transportation for a fee;

i) not tow or push other vehicles, unless authorized in writing;

j) not to drive the vehicle off-road or in unsuitable areas (in restricted areas, on unpaved roads, or on roads whose size or surface could pose a risk of damage, or otherwise unsuitable for the vehicle's technical characteristics), nor to take it on ferries, trains, or ships without the Lessor's written authorization.

If the Lessor authorizes such uses, the Customer acknowledges that not only the third-party liability insurance, but also the optional coverages (Cover Glass & Wheels, Cover Silver, Cover Gold, Cover Gold+, Cover Comfort) may vary or not apply, depending on the conditions of use of the vehicle.

k) not to use the vehicle for racing, competitions, or driving lessons and/or coaching;

l) not to transport goods or animals that could damage the vehicle, and to properly secure loads;

m) not to carry out repairs without the Lessor's written authorization and/or without following its instructions;

n) immediately stop driving in the event of any anomalies or warning lights, and contact the Lessor and follow its instructions.

3. The Customer is fully responsible for any damage or injury resulting from the violation of the above obligations.

Failure to comply with these obligations and/or negligence in operating the vehicle constitutes a serious breach and entitles the Lessor to terminate the contract pursuant to art. 1456 of the Italian Civil Code, with the obligation to immediately return the vehicle.

Exercising the right of termination does not release the Customer from financial obligations until the expiration of the contract, nor from any further charges arising from the rental.

The Customer further acknowledges that violation of the obligations set forth in this article may result in the termination of the third-party liability insurance and/or conventional coverage.

Art. 7 – Additional Customer Obligations

The Customer and each authorized driver undertake to:

1. provide accurate and truthful information regarding their personal details, residential address, and driving license requirements, as well as a valid telephone number and email address, to ensure their availability for the purposes of the contract, pursuant to Directive 2011/83/EU;
2. return the vehicle at the location, date, and time indicated in the rental agreement, complete with all accessories present at the time of delivery and in the same condition in which it was received;
3. pay all fines, tolls, parking fees, and any other charges arising from the use of the vehicle during the rental period, even if they relate to authorized drivers other than the Customer. In the event of non-payment directly, the Customer shall reimburse the Lessor for the amounts incurred, in addition to the administrative penalty set forth in the Specific Rental Conditions, published on the Lessor's website. This penalty is intended to encourage compliance with road traffic regulations and the protection of the rented vehicle, and does not replace the administrative fine, toll, and/or parking fee imposed on the Customer by the tax authorities. To exclude any liability, the Lessor is authorized to provide the competent authorities with the records and documents certifying the identity of the vehicle user at the time of the violation. If the Customer pays the fine directly, he or she must provide the Lessor with proof of payment by sending an email to verbali@viaggiare srl.it;
4. Sign the Check-in form upon return, indicating the condition of the vehicle. Failure to sign does not result in forfeiture, but does not prevent the Lessor from detecting any damage according to the contractual procedures;
5. Be jointly and severally liable for the conduct of each authorized driver, assuming the rights and obligations arising from the contract and these general conditions;

6. Not to smoke or allow smoking inside the vehicle;
7. Obligations in the event of an accident
In the event of an accident sustained or caused by the vehicle, even if no apparent damage is reported, the Customer agrees to:
 - a) not issue liability statements;
 - b) collect the personal details of all parties involved and witnesses, including those of the insurance companies;
 - c) follow the Lessor's instructions regarding the storage and/or repair of the vehicle;
 - d) The Customer agrees to immediately inform the Lessor of the event and to submit, within the following 48 hours, the CAI form, completed in its entirety and signed by all parties involved. In the absence of a CAI form, the Customer must submit a detailed report of the facts using the form provided by the Lessor or, alternatively, the report from the authorities involved. Submission of the CAI form or report does not, however, relieve the Customer of liability until the claim is closed and classified as "active" by the insurance company.
8. Obligations in the event of theft, attempted theft, or vandalism
In the event of total or partial theft, or damage resulting from attempted theft or vandalism, the Customer must:
 - a) immediately contact the Branch;
 - b) go to the authorities to file a report with the documentation provided by the Lessor (registration document and insurance coupon);
 - c) accurately indicate the vehicle owner and insurance company in the report;
 - d) deliver the original report (complete on all pages) and the vehicle keys to the Lessor;
9. Obligations regarding roadside assistance and other obligations
 - a) The Customer is obligated to use only the roadside assistance service indicated on the first page of the contract, unless otherwise specified by the Lessor.
 - b) The Customer must pay the required security deposit and pay all amounts due under the contract, including optional extras, extras, and surcharges.
10. Liability
The Customer is liable for any damage or injury resulting from:
 - a) violations of the above obligations;
 - b) negligent behavior by the Customer or authorized drivers;
 - c) conduct that may compromise or nullify the operation of third-party liability insurance and conventional coverage.

Violation of these obligations constitutes a serious breach and authorizes the Lessor to terminate the contract pursuant to Article 1456 of the Italian Civil Code, requiring the immediate return of the vehicle. Paid rental fees will not be refunded.

Art. 8 – Vehicle Return

1. The Customer undertakes to comply with the following:
 - a) Return Obligation
The Customer undertakes to return the vehicle during branch opening hours, handing over the keys to the staff present, along with accessories and documents, free of personal belongings, at the location, date, and time indicated in the Rental Agreement, in the same condition in which it was delivered, including cleanliness, except for wear and tear proportionate to the mileage and rental duration. Normal wear and tear includes, for example, minimal scratches, chips, or micro-dents under 1 centimeter, excluding damage to the windows, to which normal wear and tear does not apply.
Upon return (Check-in), the Customer and the Lessor will inspect the condition of the vehicle.
If they fail to perform a joint inspection, the Customer hereby authorizes the Lessor to charge for any damage found subsequently, according to the procedure set forth in the "Delayed Charge Agreement."
 - b) Damage not immediately detectable ("hidden damage")

During check-in, some damage may not be immediately visible, for example: to inaccessible components (engine, fuel tank, underbody, clutch, flat tire, etc.), hidden by weather conditions, poor lighting, or dirt. In such cases, the Lessor will inform the Customer within 90 days of return, attaching documentation proving the damage and certifying its relevance to the rental period. The security deposit will be released only after the inspections are completed, and in any case within 90 days of return.

c) Technical Downtime

In the event of any damage, including unreported or non-responsible accidents, the Customer will be charged a fixed amount for technical downtime equal to €90.00 (including VAT) per rental, regardless of the duration of the vehicle's unavailability and the vehicle category.

d) Damage Assessment and Billing

The damage assessment procedure is structured as follows:

- i. Simple damage agreed upon in the presence of the Customer. The amount specified in the Damage Table on the Lessor's website applies. The amount will be included on the invoice.
- ii. Simple damage not agreed upon (Customer absent at check-in)
In the event of late return or the Customer's inability to attend, the Lessor will apply the Damage Table and the Customer will be informed within 90 days, with supporting documentation.
- iii. Significant damage or damage not quantifiable via the Damage Table
If the damage is complex, hidden, or requires a technical assessment, the Lessor will notify the Customer at least 10 days before the charge is made.
Within this period, the Customer may request, at their own expense, an assessment by a certified third-party appraiser by emailing sinistri@viaggiare srl.it. In this case, the charge will be made only after the assessment has been completed.

e) Return via Key Box

If returning the vehicle during branch closing hours, the Customer may use the Key Box to store the vehicle keys. The following rules apply:

The Customer remains responsible for the vehicle until the branch reopens, not simply until the keys are returned. The Customer must communicate the location and time of return, mileage, fuel level, any damage, and photos/videos of the vehicle using the specific check-out/in form on the Lessor's website, or send an email to check@viaggiare srl.it.

f) Complaints

The Customer has the right to lodge a complaint within 5 days of notification, unless there is a proven impediment from the end of the rental due to any poor service received. Any disputes regarding charges, made to the Lessor for any reason, may be raised by the Customer only upon payment of the charges and in any case no later than 5 days after receipt of the relevant notification.

g) Late Return

After the 29-minute grace period, a "Late Check-in" penalty will apply, unless otherwise agreed in writing for an extension.

h) Rental extension

This extension is effective only after payment is made by the Customer in person at the nearest Lessor branch. If the Customer is unable to attend the branch, the rental extension will only be effective after payment is made within 12 hours of the Lessor sending the link.

Failure to do so will result in the contract being considered extended, and the Lessor may apply the applicable penalties. The Lessor also reserves the right to initiate vehicle protection procedures in the event of failure to return the vehicle within the established timeframe.

i) Failure to return the vehicle within 24 hours

After 24 hours without communication from the Client, the contract is automatically terminated. The Lessor may file a complaint for misappropriation, suspend the third-party liability insurance, and charge for any resulting damages and costs.

2. In the event of failure to return the Vehicle within the timeframe indicated in the rental agreement/letter (or after the 29-minute maximum tolerance period of the Lessor has elapsed beyond the return time

indicated in the agreement), the Customer agrees to pay the penalty set forth for "Late Check-in," without prejudice to any further damages and unless the Lessor has given written authorization to continue the rental. If an extension of the rental period is authorized, the above penalty will be applied upon expiration of the term for failure to return the Vehicle within the agreed timeframe. The Customer may choose, as an additional option at the time of booking, the option to return the Vehicle to a different location from the one-way location. This option will be indicated in the rental agreement, together with the fee due for the "One-Way" service (see the "Description of Extra Costs" table published on the Lessor's website). In the event of failure to return the vehicle to the location indicated in the Rental Agreement, but in any case to a Lessor branch, if this option has not been selected and indicated in the contract, the Lessor reserves the right to charge a penalty equal to the amount specified under the "One Way" heading, in addition to any damages incurred as a result of the vehicle not being available at the scheduled return branch.

3. In the event that the rental extends to a duration exceeding 30 days, during which the Customer has continuous and exclusive use of the vehicle, the Customer is required to update the national vehicle register pursuant to Articles 94, paragraph 4-bis, of the Highway Code and 237-bis of Presidential Decree no. 495/1992, bearing any related costs and charges. The Customer must provide the Lessor with a copy of the documentation proving compliance with this obligation. In the event of failure to comply with the above provisions, the Customer indemnifies the Lessor from any detrimental consequences, pledging to reimburse the Lessor for any expenses and/or costs arising from its non-compliance.
4. In the event of a breakdown or upon request by the Lessor, the Customer must return the vehicle to any of the Lessor's branches, which will replace it, subject to availability. If the Customer requests roadside assistance with subsequent recovery of the vehicle, and the Lessor has confirmed the availability of a replacement vehicle, it will be the Customer's sole responsibility to travel to the indicated branch at their own expense for collection. It is expressly understood that no additional costs or expenses incurred by the Customer in relation to this event (such as, but not limited to: taxis, public transport, overnight stays, meals) will be refundable by the Lessor. In the event that the Customer arranges for the repair, upon proof of payment, the Lessor will reimburse the amount paid by the Customer for repairs due to vehicle breakdowns, provided that they occurred in Italy and are documented by a valid invoice in the Lessor's name and in any case previously authorized in writing by the Lessor.
5. In the event of early return of the vehicle, regardless of the reason, the fees already paid in advance will not be refunded by the Lessor, while any fees still to be collected will be charged to the Customer.

Article 9 – Security Deposit

For the rental of each vehicle, regardless of duration and mileage, upon signing the contract, the Customer is required to pay a security deposit. This deposit is determined based on the vehicle type and is quantified as set out in the Specific Rental Conditions published on the Lessor's website.

The security deposit is a sum of money blocked as a precautionary measure as a guarantee and to verify the validity of the credit card presented by the Customer.

The deposit will be refunded by the Lessor if, upon termination of the contractual relationship, the vehicle is returned intact and complete with all parts and accessories, and following verification of the Customer's proper fulfillment of the contractual obligations undertaken.

In this regard, the Lessor specifies that the security deposit is generally released within a few hours of closing the rental agreement; however, the released amount may not be immediately available on the Customer's bank statement. The Lessor releases the funds but has no control over the actual timeframe for re-crediting them, which is instead determined by the companies that manage the Customer's credit cards and the interbank circuits. The Lessor cannot be held liable for any delay in the actual re-crediting of said amounts from the date of release.

Article 10 – Fees Due to the Lessor

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

- a) the fee set forth in the rental agreement and the fee for any additional services requested by the Customer upon signing the rental agreement, unless prepaid as indicated in the agreement itself;

- b) any additional rental days, the fee for which will be charged not based on the offer at the time of booking but according to the current daily rate;
- c) any deductibles and penalties in the event of damage and theft, or partial damage from attempted theft, where applicable and applicable as per Article 11;
- d) any other sums due pursuant to the contractual documentation, as set forth in the "Description of Extra Costs" and "Description of Penalties" tables in the Special Rental Conditions published on the Lessor's website;
- e) the amount corresponding to all fines, motorway tolls, and parking fees not paid during the rental period;
- f) the cost of the vehicle's technical seizure;
- g) if the vehicle is administratively seized and/or impounded, as compensation for the Lessor's loss of use of the vehicle for the entire period between the date of the administrative seizure and/or impoundment and the termination of the measures applied, the Customer will be charged the rental price calculated based on the official rate published on the Lessor's website. The Customer shall also indemnify the Lessor for any costs related to the administrative procedure in question.

Art. 11 – Customer Liability in the Event of Accident, Theft, and Damage, and Liability Limitation Options

The Customer is responsible for and undertakes to compensate the Lessor for any damage, fire, total or partial theft, or attempted theft occurring to the vehicle during the rental period.

In the event of damage to the vehicle—including as a result of an accident suffered or caused, or in the absence of third parties—the Customer will contribute to the financial loss suffered by the Lessor up to the maximum amount indicated in the rental agreement as the "Damage Excess," except as provided in Art. 12. In the event of total or partial theft or attempted theft, the Customer will contribute to the financial loss up to the maximum amount indicated as the "Theft Excess."

The deductible amounts are published in the "Special Rental Conditions" on the Lessor's website. The Customer may reduce or eliminate their deductible by purchasing one of the following conventional liability limitation packages:

GLASS & WHEELS COVER:

Eliminates damage liability for windows, tires, and wheels.

The following are always covered by the Customer:

- Bodywork parts up to the maximum amount indicated as the "damage deductible"
- In the event of license plate theft, key theft, partial and/or total theft of the vehicle, up to the maximum amount indicated as the "theft deductible"
- Roof, underbody, interior, transmission, engine damage, license plate loss, key loss, damage to mechanical/electrical/electronic parts, incorrect fueling, as well as damage caused by vandalism in the event of the Customer's failure to report the damage to the authorities, and weather events in the event of fault and/or negligence in the custody of the vehicle, up to the full amount.
- PAI and roadside assistance are excluded.

COMFORT COVER:

Reduces the following items by 50%: damage deductible, theft deductible, damage to windows, tires, and wheels.

The following are always the responsibility of the Customer:

- Bodywork parts up to a maximum of 50% of the "damage deductible"
- In the event of license plate theft, key theft, partial and/or total vehicle theft, up to a maximum of 50% of the "theft deductible"
- Roof, underbody, interior, transmission, engine damage, license plate loss, key loss, damage to mechanical/electrical/electronic components, incorrect fueling, as well as damage caused by vandalism in the event of the Customer's failure to report the damage to the authorities, and weather events in the event of fault and/or negligence in the custody of the vehicle, up to the full amount.
- PAI and roadside assistance are excluded.

For commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O groups, the damage deductible is reduced as indicated in the specific rental conditions.

COVER SILVER:

Excludes the Customer's liability for the bodywork, roof, windows, tires, and rims.

The Customer remains responsible for:

- in the event of license plate theft, key theft, partial and/or total theft of the vehicle, up to a maximum of 50% of the "theft deductible"
- underbody, interior, transmission, engine damage, license plate loss, key loss, damage to mechanical/electrical/electronic components, incorrect fueling, as well as damage caused by vandalism in the event of the Customer's failure to report the damage to the authorities, and weather events in the event of fault and/or negligence in the custody of the vehicle, up to the full amount.
- PAI and roadside assistance are excluded.

For commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O groups, the damage deductible is reduced as indicated in the specific rental conditions.

GOLD COVER:

Excludes customer liability for the following: bodywork, roof, windows, tires and wheels, underbody, interior, roadside assistance, and loss of license plate.

Excludes customer coverage up to the amount of the theft deductible.

The following are still the responsibility of the customer:

- transmission, engine damage, loss of keys, damage to mechanical/electrical/electronic parts, incorrect refueling, as well as damage caused by vandalism if the customer fails to report the damage to the authorities, and weather events in the event of fault and/or negligence in the custody of the vehicle, for the full amount.
- PAI is excluded.

It is not applicable for commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O groups.

GOLD COVER+:

Excludes customer liability for the following: bodywork, roof, windows, tires and wheels, underbody, interior, roadside assistance, loss of license plate, PAI, and additional driver.

The customer's participation is eliminated, limited to the amount of the theft deductible.

The customer remains responsible for:

- transmission, engine damage, lost keys, damage to mechanical/electrical/electronic parts, incorrect refueling, as well as damage caused by vandalism if the customer fails to report the damage to the authorities, and weather events in the event of fault and/or negligence in the custody of the vehicle, for the full amount.

This deductible does not apply to commercial vehicles in the GC0/GC1/GC2/GC3/GC4/O groups.

General Exclusions and Limitations

The following are always excluded from the conventional limitations and are therefore entirely borne by the Customer: costs due to negligence or improper use of the vehicle, damage resulting from violations of the Highway Code, damage resulting from willful misconduct, gross negligence, or use not in accordance with Articles 6 and 7.

In the event of an accident or in the event of incorrect or failure to complete the documentation required for claim management, penalties will be applied according to the "Description of Penalties" table in the Special Rental Conditions. The penalty applies even if the Customer has purchased liability limitation coverage.

Vehicle Replacement after Damage or Accident: The Lessor may refuse to replace the vehicle and terminate the contract in the event of an accident, theft, or fire, as this constitutes just cause for termination of the agreement.

Roadside Assistance Provisions: Please note that, although roadside assistance is included in the coverage, if the call for assistance is found to be unfounded, superfluous, or unnecessary (so-called "waste call"), or is caused by the Customer's negligence and not by an actual breakdown or immobilizing accident, the Customer will be required to fully reimburse the Lessor for the cost of the call for assistance and the related mileage cost of the recovery vehicle.

Damage will be classified and quantified, also according to the criteria indicated in Article 8 d), through the application of the Damage Table, available on the Lessor's website and available in paper copy upon request by the Customer at each rental branch. If classification and quantification are not possible using the Damage Table, the Lessor will charge the repair cost estimated by one of the partner suppliers or based on the damage assessment carried out by a certified expert, after notifying the Customer. The Lessor reserves the right to establish the timing and methods of vehicle repairs, provided the damage does not impair its functionality.

Furthermore, the Lessor will not be required to provide the Customer with any documentation relating to the repairs of damage caused by the Customer.

The Customer is in any case liable for all direct, indirect, consequential, or technical downtime damages caused to the vehicle or the Lessor, even when not covered by the purchased contractual limitations and even if not immediately detected, if they arise from: improper or non-compliant use, negligence, or failure to comply with Articles 6 and 7, lack of care, supervision, or custody of the vehicle, failure or delay in reporting accidents, faults, or anomalies.

The Lessor may recover from the Customer the full amount of the financial loss suffered.

Art. 12 – Grounds for Exclusion of Customer Liability Reductions as Set Out in Art. 11

Notwithstanding the provisions of Art. 11, all conventional limitations of liability (CDW – TP – COVER GLASS & WHEELS – COVER COMFORT – COVER SILVER – COVER GOLD – COVER GOLD +) are considered null and void, resulting in the Customer being liable for all financial damages up to the full value of the vehicle and any further losses suffered by the Lessor, if one of the following circumstances occurs:

- a) use of the vehicle for purposes unlawful or otherwise not in accordance with the vehicle's intended use;
- b) violation of the Highway Code or other applicable provisions;
- c) use of the vehicle in violation of the obligations set out in Art. 6 of these General Conditions;
- d) Returning the damaged vehicle without adequate accident documentation, including:
 - Failure to report the accident to the authorities (where required),
 - Failure to submit or incomplete/incorrect completion of the CAI form,
 - Lack of evidence to reconstruct the events of the accident;
- e) failure to report or delay in reporting to the competent authorities in the event of total or partial theft, vandalism/burglary, or similar events;
- f) damage caused by wilful misconduct, gross negligence, or negligence of the Customer or authorized driver, including, but not limited to, damage to: vehicle interior, dashboard, airbags, seat belts, display, roof, commercial vehicle underbody (due to failure to assess the height of the vehicle and objects protruding from or above the roof), mechanical parts (e.g., engine, clutch, transmission), electrical/electronic parts, engine over-revving damage, damage to tires and rims (including theft), glass and windows, underbody, license plate, or driving on unsuitable or unauthorized roads pursuant to Article 6.

The above circumstances are considered proven if they are evidenced by: inspection reports, Customer declarations, CAI form, and insurance company investigations. In any case, even in the absence of one or more of these documents, the burden of proving that the event and related damages are not attributable to them remains with the Customer.

Art. 13 – Contract Execution in the Name and/or on Behalf of a Third Party and Joint Liability

1. Anyone who signs the rental contract in the name and/or on behalf of a third party is jointly and severally liable with the third party for all obligations arising from the rental contract and these general rental conditions. The Customer acknowledges that the rental ends on the date and time of actual return of the vehicle to the Lessor's authorized personnel.
2. The Customer and each authorized driver are jointly and severally liable to the Lessor for all obligations arising from the rental contract and these general rental conditions.

Art. 14 – Use of Satellite Devices

The Vehicle may be equipped with satellite geolocation devices (GPS or similar systems). These devices are not used to track the Customer's movements or analyze their driving habits, but exclusively for strictly necessary and legitimate purposes pursuant to EU Regulation 2016/679 (GDPR).

Geolocation data, if activated, are processed only for the following purposes:

Protection of company assets, including: vehicle recovery in the event of theft, misappropriation, or failure to return, and fraud prevention and combating.

Roadside assistance and vehicle safety, including: vehicle location in the event of an accident, breakdown, emergency, or request for assistance.

Compliance with legal obligations or response to requests from the competent authorities.

Checking the condition of the vehicle in exceptional circumstances, when necessary to protect the safety of persons or the integrity of the vehicle.

GPS is not used for any other purposes, including: monitoring the Customer's routes, reconstructing

itineraries, profiling driving behavior, or controlling vehicle use beyond the purposes listed above.

Data processing is carried out in compliance with the data minimization principle, is limited to the time strictly necessary for the purposes indicated, and is in accordance with the Lessor's Privacy Policy, which can be consulted in branch and on the website.

The Customer declares to have been informed about the processing of geolocation data and consents to their use within the limits and for the purposes indicated in this article.

Art. 15 – Termination Clause

1. The Lessor may terminate the rental agreement early pursuant to Art. 1456 of the Italian Civil Code in the event of the Customer's violation of Articles 6, 7, and 9, as well as in the event of the Customer's insolvency or initiation of insolvency proceedings and/or bankruptcy, protests, enforcement or precautionary proceedings, or a reduction in economic and/or financial reliability.

The agreement will be terminated, in particular, by operation of law and without the need for any prior notice from the Lessor, in the event of failure to return the vehicle within 24 hours of the date and time established in the rental agreement/letter.

2. In all cases in which the termination of the contract is notified due to the Customer's breach and the return of the vehicle is requested, the Customer is required to provide for its immediate return to the contractually agreed location and/or to a different location communicated by the Lessor, as well as to pay the agreed fee for the entire rental period, without prejudice to any further damages, as well as any other sum accrued by virtue of the rental (except for the applicability of the different penalties provided for in this contract).

Article 16 – Delayed Charge

The Customer authorizes the Lessor, in accordance with Mastercard, Visa, and international banking standards, to apply a delayed charge ("Delayed Charge") to the card used at the time of rental for the following items that are not known at the time of return of the vehicle:

- a) damage discovered after the vehicle has been returned, according to the procedures in Article 8;
- b) lack of fuel or incorrect fueling;
- c) tolls, fines, parking fees, and related administrative charges;
- d) extraordinary cleaning costs;
- e) costs and penalties arising from contractual violations;
- f) loss, theft, or damage to accessories, keys, license plates, or vehicle devices;
- g) towing and assistance costs if attributable to the Customer.

The charges will be made and communicated to the Customer via email, in accordance with these General Rental Conditions.

Acceptance of the Delayed Charge is also expressly indicated and signed in the "Delayed Charge Agreement," which constitutes an integral part of the rental agreement.

Art. 17 – Processing of personal data

Pursuant to Article 13 of EU Regulation No. 679/2016 (GDPR), the Lessor will process the data provided by the Customer in compliance with applicable legislation and as set forth in the Privacy Policy available on the website and available in hard copy upon request from each rental agency.

By signing the rental agreement, the Customer specifically declares that he or she has been informed and accepts:

- the purposes and methods of data processing;
- the nature of the data provided and the obligations or option to provide it, and the consequences of refusing to allow such data to be processed;
- the scope of data communication;
- the rights of the data subject, how to exercise them, and the contact details of the Data Controller.

Article 18 – Translation and Prevailing Version

In the event of any doubts regarding the interpretation or discrepancies between different language versions of this Agreement, the Italian version prevails over any other, as it is the authentic expression of the parties' will.

The English version, which can be consulted and made available upon request by the Customer, is merely a translation with no independent contractual value.

If any provision of the Agreement is declared invalid, ineffective, or void, in whole or in part, such invalidity will not affect the validity of the remaining provisions, which will remain in full force and effect.

Article 19 – Applicable Law and Jurisdiction

The rental agreement referred to in this Agreement is governed by Italian law.

1. Consumer Customer (B2C)

If the Customer acts as a consumer, pursuant to Article 3 of the Consumer Code, the court of the Customer's place of residence or domicile shall have exclusive jurisdiction, even if located in another Member State of the European Union, pursuant to Regulation (EU) No. 1215/2012 ("Brussels I bis").

Any other agreement shall be deemed null and void pursuant to Art. 33, paragraph 2, letter u) of the Consumer Code.

2. Professional Customer / Business (B2B)

If the Customer is acting for professional purposes (VAT registration / B2B contract), the Parties expressly agree that the Court of Vicenza shall have exclusive jurisdiction. This agreement is valid pursuant to Articles 28–29 of the Italian Code of Civil Procedure and applies only to relationships between professionals.

Art. 20 – Domicile and Communications

The Customer, for all legal purposes, for the purposes of this rental agreement, declares that his or her domicile is the address communicated to the Lessor. Unless otherwise specified, communications from the Lessor regarding the agreement will be sent to the email address indicated by the Customer.

The following signature constitutes full acceptance of the contract, but does not replace the specific signature of the clauses indicated pursuant to Articles 1341–1342 of the Italian Civil Code.