

## GENERAL RENTAL CONDITIONS

The rental of the cars by EASYTRAPANI to the Customer is governed by these General Terms and Conditions of Rental, the Charter of Rental, the Rate Table, the Damage and Damage Remedies Table and the Privacy information in force at the time of the signing of the Rental letter. The Customer, by signing the Rental Letter, declares to have read, understood and accepted the General Rental Conditions and specifically approved the items: 1. Delivery of the vehicle and start of the rental, 2. Vehicle and vehicle assistance replacement, 3. Obligations of the Customer, 5. Use of the vehicle, 6. Fire, Theft, Damage to the car, 7. In the event of a claim, 8. Return of the vehicle and end of the rental, 9. Fees for the rental, 10. Payment by credit card, 11. Responsibility of the Customer and Lessor, 12. Applicable Law, 13. Changes to the General Conditions, 14. Customer's address and communications to the Customer.

### 1. Vehicle delivery and rental start

The rental begins when EASYTRAPANI or one of its affiliates (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 a parking triangle, a spare wheel or repair kit and all the necessary documents for circulation, including a copy of the insurance green card, the certificate and the insurance mark. Upon delivery of the vehicle, the customer undertakes to check its condition and equipment together with the staff assigned by the Lessor and, in particular, to verify that the vehicle is in perfect working order, with the equipment indicated in the Rental Agreement and free from any goods or other good and undertakes to return it in the same state, save the wear proportionate to the duration of the rental and the mileage covered.

It is the responsibility of the Customer to communicate to the personnel assigned by the Lessor any deviation from what is indicated in the Charter and to accept it in contradiction with the staff before picking up the car. In the absence of this, the Customer authorizes the Lessor to debit all the discrepancies found when the vehicle is returned by the staff in relation to the delivery status of the car.

It is in the Lessor's full discretion to refuse to conclude the rental contract with the Customer, in particular in the event of theft, damage or accident with liability charges incurred in previous rentals.

### 2. Assistance to the vehicle and replacement vehicle

In the event of an accident, breakdown and / or the need to have the vehicle towed, the Customer is required to contact, at the number indicated on the documentation in the vehicle, the Toll-Free Number in agreement with the Lessor, the only subject authorized by the latter to carry out operations and / repairs on the vehicle. The interventions and / or repairs carried out by the Customer on the vehicle without the Lessor's authorization and / or at centers not affiliated with the Lessor will not be reimbursed by them for any reason whatsoever. In the event of a 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 responsibility of the customer and of any other person authorized to drive the vehicle, a special RCA insurance policy has been stipulated with the minimum limits and limits imposed by the law and by the regulations in force.

The policy does not cover in any case the damages suffered by the driver or his civil responsibility for damage to transported objects and animals, as well as does not cover damages resulting from non-observance of road signs of size and / or danger or in any case consequent to failure to comply with laws or regulations. The policy covers the civil liability of the driver for damage caused by transported third parties, provided that they are not members of the customer's family or driver.

In the event of a claim caused by the Customer due to its own fault and involving third parties, regardless of the damage reported to the rented vehicle (which will be charged if shown in the Damage and Damages Compensation Schedule), EASYTRAPANI will charge the Customer, in addition to the administrative costs of management of the claim procedure (see Damage and Compensation Penalties Table), the additional sum that was in turn debited by the automaker as a non-eliminable deductible.

### 4. Customer's obligations

The Customer is the custodian of the vehicle and acknowledges that it does not have any real right to it and, therefore, cannot and does not:

- a) to drive and build the vehicle together with the accessories diligently, with the utmost caution and in compliance with all the laws, the regulations and any precautions suggested by the Lessor;
- b) to take care of routine maintenance, greasing, checking the levels of lubricants and brake oil;
- c) to proceed with the payment of any fines and / or fines paid during the lease and to reimburse the Lessor for any expenses, including those of a legal nature incurred due to and / or as a result of the rental;
- d) to pay the amounts due for parking or motorway tolls relating to the rental period;
- e) to indemnify the Lessor from any claim made by third parties for damages suffered by them from the goods transported or that are in any case on the vehicle;
- f) to comply with the law on freight transport, taking all responsibility for the necessary accompanying bills.

During the winter period, due to specific provisions of the Authorities, in certain areas of Italy there is an obligation to use winter tires or to transport snow chains on board the vehicle; EASYTRAPANI makes snow chains available at the stations affected by the phenomenon or prepares, where available, the necessary information. In any case, the Customer undertakes to verify the existence of such a situation with respect to his own journey and to observe the relative provisions, requesting to EASYTRAPANI the rental of the chains (if the rented car does not already have thermal tires) or by deciding, at its full description, to equip itself independently.

### 5. Use of the vehicle

The customer undertakes not to drive or use the vehicle or to tolerate that they drive or use it;

- a) in a State which does not have a valid green insurance card;

- b) for lease;
- c) to push or pull objects;
- d) under the influence of drugs, narcotics, alcohol or intoxicants;
- e) in races, competitions or speed trials;
- f) for a purpose contrary to the law, regulations and orders of the Authority;
- g) unauthorized persons or persons not indicated on the individual rental contract or any person other than the Customer, including his parents, children, spouse, brother, employer, colleague employed on the same company, partner or manager (if the customer is a company);
- h) a person who has provided false information about his personal details to the Lessor;
- i) persons under the age of 20 unless otherwise expressly authorized by the Lessor.

#### 6. Fire, theft, damage to the car

The Customer is obliged to compensate the Lessor for any damage for any reason occurred to the car during the rental, as well as in the event of theft or fire. The Customer is responsible for the cost of repairs for the loss of rental income quantified on the basis of the applicable price list, for the costs of towing deposit and for administrative costs incurred for the management of any event or claim arising from the rental, within the limits of the Damage Table and Compensation penalties - for the evaluation of the vehicle, see, for example, the Quattroruote Auto or Quattroruote Veicoli Commerciali website - whose values include the cost of materials, labor and technical downtime. In the event of damage, the Customer is always free to compensate the damages as per the Table, or to decide to restart the car at his own expense and under its own responsibility communicating to the Lessor within 5 days from the communication of the debit or from the verification of the damage in contradiction with the agency staff. In this case the Customer will have to pay the cost of the rental up to the return to the Lessor of the repaired car according to the rules of the art and the Lessor reserves the right to accept the repair after testing for the car in contradiction with the Customer. The Customer will also be obliged to reimburse the Lessor for damages suffered by the vehicle as a result of non-compliance with road signs of overall dimensions and / or danger, damages not covered by the mandatory RCA policy, as specified in point 3, as well as restoration costs and / or cleaning of the passenger compartment of the vehicle if it is returned at the end of the rental with indelible marks or / and burns. Without any reversal of the honor of the test, the possibility is always reserved for the Customer to prove that the non-fulfillment of his obligations or / and the damages occurred to the vehicle have depended on a cause not attributable to him.

#### 7. In the event of a claim

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

- a) inform the Lessor by telephone, sending them to the following 24 hours a detailed report filled out on the form included with vehicle documents;
- b) inform the nearest police authority;
- c) take note of the names and addresses of the parties and witnesses;
- d) provide the Lessor with any useful information;
- e) carry out the instructions that the Lessor will provide in relation to the

vehicle custody and / or repair, also abiding by what provided for in point 2;

f) in the event of a claim with the other party the customer undertakes to sign the CID form, which must be delivered by the Customer to the Lessor within the 24-hour term or by the end of the rental if it coincides.

In the event that the Customer has not caused or suffered any incident, he must always communicate it to the Lessor when the vehicle is delivered, in order to allow him to protect his rights against fraud or unfounded requests. If the customer fails to declare an accident, even if he has incurred it, he accepts the charge of the relative penalty as per the Damage and Damage Remedies Table, also because of the significant inconvenience and organizational and higher insurance costs incurred by the Lessor following the Customer's omission of information.

#### 8. Return of the vehicle and end of the rental

The Customer undertakes to return the vehicle to the Lessor's office by the agreed date, or before that date in the event of the express request of the landlord to that effect. The Customer may extend the redelivery deadline by making the request at least 24 hours before the scheduled deadline is only with the Lessor's consent. If it is not advised to set terms to be paid to the Lessor the extra price quoted in the rental letter for each day of delay, as well as all the other fees set forth in these General Conditions, in the Price List of Damages and Compensation Penalties, until now in which the Lessor is in possession of the vehicle. The Customer will be obliged to compensate the Lessor for all expenses incurred for the recovery of the vehicle up to its material taken over.

The car must be delivered at the time specified in the rental letter and in any case during the agency's opening hours. Only with the Lessor's authorization, the Customer can return the car during the closing times of the delivery agency to the collection points previously communicated by the Lessor and return the keys in a special box.

In the case of authorized delivery of the car during closing time, for the purpose of imputing the liability deriving from the possession of the vehicle, the rental is considered terminated at the time of reopening of the agency and only in the event that the car was actually taken over by the staff in charge. The Customer therefore remains responsible for all damages (for example damage to the car, death, theft, fire, etc.) suffered / caused to the car until the moment of actual takeover by the agency, which will take place at the time of opening to the public. At the reopening of the agency, the Lessor's personnel will check the conditions in which the car has been returned and, in the event that differences are found with respect to the conditions verified at the beginning of the rental (damage, stains, etc.), the Lessor, within the 24 hours following the reopening of the agency, communicates the customer at the e-mail address indicated at the time of rental the detection of the damage, supported by the photographic documentation and the debit estimate according to the damage table and for the compensation. The customer, in any case of damage, is also informed that the charge in case of dispute will be made five days after the communication and that within the same term, if it does not consider the debit due, he can dispute it or communicate his own intention to repair the car at its own expense, in this case applying Article 6 above.

#### 9. Rental fees

The Customer undertakes to pay the Lessor, based on the provisions in the Rate Book and in the Damage Schedule:

- a) the rate;
- b) the rate due if the vehicle is returned to its place different from the one agreed upon;
- c) VAT;
- d) the amount of fines and / or fines during the rental period when incurred by the Lessor;
- e) motorway tolls and fees from parking spaces related to the use of the vehicle by the Customer where incurred by the Lessor;
- f) practical management fees for payment of fines and / or motorway tolls and / or parking fees or for handling claims, to the extent indicated by the relevant Table entry;
- g) reimbursement of compensation penalties;
- h) all costs and expenses incurred by the Lessor to obtain the payment by the Customer of the amounts all from the same due;
- i) the sum necessary to bring the gas tank back to its time of delivery according to the following specified;
- j) The costs of restoring and / or cleaning the passenger compartment of the vehicle if this is returned at the end of the rental with spots indelible and / or burned;
- k) the costs of restoring the damaged vehicle;
- l) costs of disposal of objects abandoned by the Customer on the vehicle;
- m) reimbursement of expenses incurred for the recovery of the vehicle not returned to the agreed place for any reason whatsoever how much is paid to the damaged part in the event of a claim caused by the Customer's fault;
- n) the amount corresponding to any other service of which the Customer has used or purchased at the time of rental. With specific reference to the Fuel item, the Rental Letter contains the specific indication of the quantity of fuel present at the time of the rental and of the quantity which the tank must consequently contain on return (the same as the one present at the time of rental, normally full). The Customer is therefore free to decide whether to personally carry out refueling before the redelivery (in such a way that the tank reaches the indicated quantity of fuel) and to pay the refueling cost directly to the return agency. No administrative fee for practical management or any penalty will be charged to the customer in addition to the cost of the estimated fuel. However, any excess fuel from the time of delivery will not be refunded to the customer.

#### 10. Payment by credit card

The Customer at the time of rental must provide a valid credit card on which to charge all the fees arising from the rental, unless expressly authorized by the lessor to rent even without a credit card. The Lessor may in any case at its full discretion refuse to rent the vehicle to the Customer. By providing your credit card details, the Customer authorizes the Lessor to charge you for all fees due as a result of the rental and accepts the charge on the credit card also of what will be due after the contract has been closed even for Compensation Penalties, fines, motorway tolls, parking lots, practical management fees, vehicle recovery costs due to damage not covered by the insurance policy, costs of restoring and / or cleaning the passenger compartment of the vehicle if returned at the end of the rental with indelible marks and / or burns, disposal costs of items left on the vehicle by the Customer and all other rental fees indicated in point 9. For the law exceeding 30 days the payment of the rental fee will be

anticipated and the charge will be made every 30 days until the end of the rental. In the case of renewal of monthly and multi-monthly rentals guaranteed by credit card, the payment of the rental must be completed within 5 days from the renewal, otherwise the Customer will be kept to the immediate return of the vehicle and the Lessor will be able to take back the material possession of the vehicle; the Customer will be obliged to reimburse the Lessor for the expenses incurred for this purpose, without prejudice to the fees due for the rental based on the Tariff and the amount due according to the Damage and Damage Recovery Chart.

#### 11. Responsibility of the Client and the Lessor

The Customer who signs the Rental Letter is liable for the obligations therein, as well as for the actions and / or omissions of anyone driving the vehicle. The Customer is also responsible for all damages 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 incurred 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 the specific provisions set out in the Price List and to the Damage and Damage Recovery Table. The Customer may choose to partially limit his / her responsibilities in relation to the rental of vans or to limit totally the rental of cars for any of the events indicated above, by purchasing an additional option of conventional limitations of his / her responsibility, which does not have in any case nature insurance, according to the terms and conditions set forth in the Rate table in the payables and damages penalty table. In any case, even by purchasing the limitation of liability option, it does not operate in the event of gross negligence on the part of the Customer and in the event of failure by the Customer to comply with these general rental conditions and legal and regulatory obligations. Any limitation or exclusion of liability is not effective and in any case lapses for damages caused voluntarily or due to 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 the so-called "excluded" damages in accordance with the provisions of the Rate and Damage and Damage Recovery Tables, for example, tires and / or rims, for damage to the roof and the bending of the vans, for damage caused to the clutch kit.

The Lessor is not liable to the Customer or any other person for damages of any kind, including economic damage, suffered by them in people due to breakdowns or defects in the operation of the vehicle, breakdowns of the vehicle, failure or delayed delivery, delivery of a vehicle of a different category from the one booked, furious, traffic accidents, riots, fires, earthquakes, wars or force majeure, meaning by this, according to the law, an irresistible and unpredictable event, extraordinary and independent of will of the parts and which prevents the parties themselves from fulfilling their obligations.

The Lessor assumes no responsibility for the safekeeping of any items found in the car after the rental and in any case all the costs of disposal are charged to the Customer.

#### 12. Applicable law and competent court

The law applicable to the rental contract governed by these General Conditions is the Italian one.

For any dispute, derived and / or connected with the rental of the vehicle, for every action necessary for the compulsory recovery of the credit accrued by the Lessor, the Court of the Lessor's registered office will be exclusively competent, except for the hypothesis

contemplated by art. 33, paragraph 2, letter u, of the Consumer Code (Legislative Decree 206/2005) in which the Court of the Consumer's registered office or residence is exclusively competent.

#### 13. Changes to the General Conditions

No modification can be made to these General Conditions without the written consent of a representative of the Minor Lessor of a specific written proxy.

#### 14. Customer's address and communications to the Customer

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

#### 15. **CASCO policy (CASCO / SUPERCASCO INSURANCE OPTIONS)**

With the stipulation of the insurance policy the Customer will not pay any damages on the bodywork, tires, windows and underbody; finally, in case of theft, he will not pay anything, the whole thing will be lost if the damage to the cars is generated by a hidden defect.

Finally, in the event that a claim is made during the rental with the signing of the CID, the Customer will be required to pay € 50.00 for the management fees.

Casco covers any accident, theft, fire, car damages excluded roof and under car, yes for side mirrors.

Casco does not cover the following cases that are covered by the supercasco: damage to the roof, damage to the under car, interiors, glasses windows, tyres.