

GENERAL RENTAL CONDITIONS

1. Locauto Rent (hereinafter called "Lessor") shall consign to the lessee (hereinafter called "Renter") the vehicle specified on the frontpiece of this rental agreement in good conditions. The vehicle, unless otherwise specified on the frontpiece, is provided with a full tank of fuel, and must be returned with the same amount of fuel at the end of the rental. Should Renter purchase the Fuel Prepaid Option service, he can return the vehicle with any level of fuel; the fuel not consumed won't be refunded. The vehicle is provided with the following accessories: warning triangle, standard tools kit, spare tyre or inflate kit, reflecting jacket, insurance green card, and all the documentation necessary for the circulation of the vehicle, including the insurance certificate and the related sticker, other than any other accessories listed on frontpiece of this rental agreement. Upon delivery of the vehicle, Renter has the responsibility to check the status of the vehicle jointly with the car rental location staff, and is required to promptly report any damage or faults visible from outside and inside the vehicle not recorded on the form (the so-called "Check-out"). By signing the Check-out form, Renter acknowledges that he has received the vehicle in good working order and in any case in conditions complying with the conditions stated in the signed form. Upon return of the vehicle, Renter has the responsibility to check the status of the vehicle jointly with the car rental location staff. Otherwise, Renter recognizes the correctness and validity of the check carried out by the car rental location staff. By signing the rental agreement, Renter declares to have read and to have received the required explanations and, therefore, to know and accept these General Rental Conditions.

2. Lessor guarantees that a liability insurance policy with a maximum higher than the limits prescribed by law has been subscribed. The insurance policy doesn't cover neither injuries suffered by the driver nor injuries due to Renter's liability, as specified in the policy terms and conditions whose excerpted clauses and conditions relevant for the purposes of this agreement are available on the Lessor website www.locautoirent.com and, upon Renter's request, in hard copy at each Lessor rental station. By subscribing this agreement, Renter declares to know, accept and undertake to respect the above mentioned clauses and conditions. By Renter's request, Lessor is willing to provide an additional Protection Against Injuries service (PAI) covering the driver for personal injuries, within the limits and the conditions available on the Lessor website www.locautoirent.com and upon Renter's request, in hard copy at each Lessor rental station. By subscribing this agreement, Renter declares to know, accept and undertake to respect those clauses. This additional service erases also the liability for damages related to injuries, caused to the interior of the vehicle.

3. Lessor shall refund Renter for all mechanical repairs in consequence of breakdowns, on condition that they have happened in Italy and authorized in writing by Lessor beforehand and have to be invoiced to Lessor accordingly.

4. Renter shall pay Lessor:

a) at the car pick up: the deposit indicated, according to the rented car group, in the Rental Special Conditions available on the Lessor website www.locautoirent.com and displayed on the frontpiece of the Rental Agreement, under the section Deposits and Payments; the rental rate indicated on the contract, other than any extra services required by Renter, when subscribing this agreement, as indicated on the frontpiece of this rental agreement, under the section "Subscribed costs and services details".

b) at the car drop off: the amount necessary to restore the original fuel tank level, other than the refueling service; this obligation is waived when Renter purchases the Fuel Prepaid Option service; the excess related to damage and theft other than the related management fee; any eventual extra day charges; the delivery to a location different from the one of pick up (one-way fee); the roadside assistance, any penalties indicated in the Special Rental Conditions, where applicable, and any other amounts deriving from any kinds of services used by Renter. The drop off must be made within 24 hours or multiple of the date and time of delivery. Delays of more than 59 minutes will result in a surcharge of an additional rental day on top to the rate paid for the single day, increased by 50%; for delays of more than 24 hours, an amount equal to the rate paid for a single rental day or part of a day, increased by 100%, will be charged.

c) after the car drop off: all expenses referred to any traffic fines, unpaid tolls and park-tickets not paid during the rental, other than management fees, and any amounts deriving from other services used by Renter, as indicated in Special Rental Conditions. Renter and Renter's joint guarantor using a credit card for payment, accept that all the above-mentioned charges and any delayed charges, other than the ones described at point 8 of these General Rental Conditions, be debited to the credit card indicated on the frontpiece of this rental agreement. Debit cards and/or pre-paid cards (e.g. Visa Electron), ATM cards and cash are not accepted as method of payment. Renter producing a pre-paid voucher is bound jointly and severally with the issuing subject, in case of insolvency on the part of the issuing subject. Renter is in any case bound to pay to Lessor all the extras described on the rental agreement.

5. Renter and Renter's joint guarantor agree that:

a) all the owed charges, directly and indirectly deriving from the rental, even after the billing, be debited to the credit card indicated on the frontpiece of this rental agreement;

b) in case of pre-paid rental, all charges referred to extras not included in the pre-paid rate be debited;

6. Renter recognizes to not have any rights on the rented vehicle, or the accessories supplied, and therefore he acknowledges he can't dispose of it in any way, not even by way of pledge.

7. Renter shall not use or drive the vehicle nor allow that someone else use or drive the vehicle:

a) in a Country out of the European Union (however circulation is allowed in Albania, Bosnia and Herzegovina, Macedonia, Montenegro, Norway, Switzerland and UK).

b) for transport of persons or goods on behalf of third parties;

c) for hire;

d) for pushing or towing any vehicles;

e) under the influence of drugs, intoxicants, alcoholic drinks, narcotics, or any other substances that could reduce man's capability to think and act;

f) for participating in any race competitions or speed tests;

g) for any illegal purposes or violation of the applicable laws and in any case of violation of the road regulation of the country in which the vehicle is driven;

h) along uneven, unsurfaced, not public or country roads;

i) by any persons acting not in conformity with the applicable laws or regulations;

j) by any persons not indicated on the frontpiece of this rental agreement;

k) for the expatriation of the vehicle on export basis;

l) for driving lessons or driving practices;

m) by any persons who has given to the Lessor false personal details;

n) by persons aged less than 19 and/or provided with a driving license with less than 1 year minimum validity; for engines major than 1.8 cc petrol and major than 2.0 cc diesel engines, by persons aged less than 27 and with a driving license with less than 5 years minimum validity;

o) by persons without a driving license valid in the country in which the vehicle is driven

p) to use the vehicle with the due diligence

q) in case of incorrect or contaminated refueling

r) Renter also undertakes to not smoke and to not consent other passengers to smoke inside the vehicle. Save the proof of art. 1588 c.c., the violation of even one of the above obligations, and of the rules of Highway Code and/or behaviors different or contrary to the diligence of a good father of a family, will lead the charge to Renter for any damages caused to the car. In the event of impounding of the vehicle, Renter undertakes to pay Lessor, in addition to the agreed rental fee, an amount equal to the rate paid for the single day increased by 50%, until the day on which the Authority will release the vehicle to Lessor.

8. Renter shall undertake:

a) to provide correct personal details, age, address, and possession of the driving requisites prescribed by law; Renter also undertakes to provide to Lessor a phone number and an e-mail address in order to ensure his availability in accordance with the purposes specified in this agreement;

b) to drive the vehicle and to look after it together with its accessories in an accurate way and in conformity with applicable laws;

c) to ensure the ordinary maintenance of the vehicle, by greasing it and adjusting the level of all lubricants, brakes fluid and tyres pressure.

d) to pay all expenses referred to any traffic fines, unpaid tolls and park-tickets connected with the rental, and to refund any expenses being sustained by Lessor, other than management fees, as per the Rental Special Conditions;

e) to exonerate Lessor from any claims advanced from third parties because of injuries suffered by their personal properties or, in any case, properties transported in the rented vehicle.

f) to verify and sign the "Check-in" form indicating the vehicle conditions at the time of return; a failure in signing the "Check-in form" will deprive the customer of the right to raise further objections related to possible damage charges;

g) to sign the form in which he states explicitly to not have suffered or caused any accident, even minor, in order to allow Lessor to protect their rights against frauds or unsubstantiated claims;

h) to return the vehicle to the same location, date and time specified on the frontpiece of the rental

agreement, in the same conditions and with the same equipment provided at the pick-up;

i) to pay a surcharge in case of delivery to a location different from the one of pick-up (one way fee);

l) to return the vehicle as soon as Lessor should request it; in case of failure, Lessor will be entitled to recover the possession of the vehicle with all means, even against Renter's will, and completely at Renter's expenses.

m) Renter acknowledges that the rental shall start on the date and time when the vehicle and its keys are delivered by Lessor and that it shall end on the date and time when the vehicle and its keys are returned to Lessor. In case Renter returns the vehicle outside business hours or leaves the keys into the "key-box", the rental shall end on the date and time when the office opens again; along with the keys, Renter must enter in the above mentioned "keybox" a signed statement indicating place and time of delivery, mileage, fuel level and any damage caused to the car. Furthermore, Renter is in any case held liable for any damages found out on the vehicle at the opening time of the office; Renter is also liable for the appropriation of the vehicle or parts of the vehicle (windscreen wiper, antenna, lighter, etc.) by any third parties and for any reasons, other than for the keys left in the "key-box".

9. Renter shall compensate Lessor for any damage or theft, even partial, save the proof of art. 1588 c.c. Renter is always fully responsible of the damage caused to Lessor, regardless of the provisions below, if at least one of the following circumstances happens:

1.violation of government regulations and/or the Highway Code of the State where the vehicle is driven

2.use of the car for a purpose contrary to the law

3.use of the vehicle in violation of the provisions of art. 7 of these General Conditions

4.car returned damaged without complaint stating how the accident happened and related documents, including C.A.I. form (friendly accident ascertainment)

5.failure to timely notify the competent authorities in case of total or partial theft or vandalism and those circumstances are proven by fine and/or Renter statement and/or C.A.I. form and/or ascertainment by the insurance companies.

Except to the above cases, in case of accident, Renter participates to the loss suffered by Lessor as follows:

a) for the full amount of damage to glass (including glass roof) indicators, lights, tires, rims, wheels, mechanical parts, underbody, interiors and road assistance; for damage to other parts of the car, Renter participates for the maximum amount indicated as "damage excess" in the Special Rental Conditions and on the frontpiece of this rental agreement

b) when purchasing "Car Body Package" (CBP) the excess detailed at comma a) is erased

c) when purchasing "Glass&Wheels" (G&W) Renter participates to the loss suffered by the Lessor to what detailed at comma a) excluding damage to glass (including glass roof) indicators, lights, tires, rims and wheels

d) when purchasing "Deluxe Package" (DP), Renter eliminates completely his participation to the loss suffered by the Lessor as indicated in the previous commas.

In case of total or partial theft, regularly reported to the competent authorities, Renter participates to the loss suffered by Lessor for the maximum amount indicated as "theft excess" in the Special Rental Conditions and

on the frontpiece of the rental agreement; when purchasing "Car Body Package" or "Deluxe Package" services, Renter eliminates his participation to the loss suffered by Lessor. Notwithstanding the above provisions, what indicated in the Special Rental Conditions and on the frontpiece of this rental agreement,

in case of total or partial theft occurred in the regions of Campania and Puglia, regardless of the rental location where the rental has started, the theft excess is doubled; when purchasing "Car Body Package" or "Deluxe Package" services, Renter is liable to Lessor for a maximum amount equal to the amount indicated as "theft excess", and in any case for a value not less than € 1,800. Moreover, in case of total theft, Renter will compensate Lessor for the amount corresponding to the full tank of fuel. Damages are qualified and quantified according to the "Locauto Rent Damage Rate Table", available on the Lessor website www.locautoirent.com and in hard copy at each Lessor rental location, whose rates and application procedures are part of this contract. Where such qualification and quantification is not possible, Lessor charges the amount specifically estimated. Lessor reserves the right not to repair the car immediately if the damage caused by Renter don't compromise its functionality.

10. In the event of accident, Renter is obliged to:

a) inform immediately Lessor and send the C.A.I. form thoroughly filled in within 24 hours or, in the absence

of C.A.I. form, a detailed event report;

b) inform the nearest policy authority;

c) not release any liability admission/declaration under any circumstances;

d) take note of the details of all parties involved in the accident, eventual witnesses and also insurance companies (name, number of policy, agency) of all vehicles involved;

e) provide Lessor with any other useful information;

f) follow Lessor's instructions concerning the provision to be made for custody or repair of the vehicle.

In case of failure to perform any of the above-mentioned obligations, Renter shall be held liable for the damages suffered by the vehicle even in case of a potentially active accident. Lessor doesn't guarantee vehicle replacement in case of accident, damage and, in any case, out of Italy.

11. In the event of act of vandalism, theft or attempted theft of the vehicle, Renter must report the facts to the nearest Authorities (Polizia or Carabinieri) and deliver the original report to Lessor; in case of total theft, Renter shall deliver to Lessor the original keys of the vehicle and the antitheft device, if available, other than the original report. In case of total theft, Renter shall pay the total rental amount other than the related excess until the day Lessor will receive the above mentioned report and keys. In case of failure in delivery of report and/or keys, Renter will be charge d for an amount equal to the value of the vehicle and its accessories mentioned on the official list (VAT excluded), less 15%; in case of attempted theft and act of vandalism, failure in delivery of report will result in a penalty charged to Renter equal to the whole financial loss suffered by Lessor.

12. Renter expressly and unconditionally authorizes Lessor, or other person in charge of the same, to remotely monitor the proper use and operation of the car rented through satellite systems; Lessor reserves the right to disclose information to the Judicial Authorities, Insurance Companies, Law Firms, Companies specialized in theft and accidents prevention and management, and to use or permit its use for any action in its protection.

13. Whoever signs this rental contract in the name or on behalf of another person is bound jointly and severally with him regarding the obligations of this rental agreement without the benefit of preventive enforcement. Renter who signs the rental contract is in any case liable for the behavior of any persons driving the vehicle.

14. Lessor shall not be liable to Renter, driver or their family members for any damages suffered, including economic loss, both for personal injury, subject solely to the latter, the application of Articles 33 paragraph 2 letter a) and b) and 36, paragraph 2, letter a) of Legislative Decree 205/2006, and for damages resulting from failure or malfunction of the vehicle or car accidents. Lessor shall not even be liable for any kind of damage deriving from theft, riots, fires, earthquakes, war or any other Acts of God. In the event of lost and found items, Lessor will notify Renter, who must provide to recover or ship the item at his own expense; in the event that Renter fails to recover or ship within 30 days after the notice, the items will be considered abandoned and Lessor won't be required to keep or return them.

15. If payment is not received within the established period, Lessor is authorized to debit Renter the interest charges, according to D.Lgs. 09/10/2002 nr. 231 and following modifications.

16. Renter is entitled to file any possible complaints within 14 days after the end of the rental; Renter is entitled to file complaints related to charges made by Lessor only after the payment of these charges and within 30 days from the charges date.

17. No modification to these General Conditions shall be valid without the consent of a deputy provided with a written power of attorney.

18. In case of disputes regarding the correctness of the contents of this agreement, Lessor's data and documents file will prevail among the parties.

19. In the event of any disputes arising from differences between Italian and English version, the Italian version will prevail, since it expresses the exact will of the parties; the English version, available on the Lessor website www.locautoirent.com and, upon Renter's request, in hard copy at each Lessor station, is a mere translation.

20. This rental agreement is regulated by the Italian law. Any legal action concerning this agreement shall be discussed exclusively in the Court of Milan; Renters eligible as "consumers" have the option to raise any legal action to the Court where they reside or are domiciled.

21. We inform you that, according with the art. 13 UE Regulation n. 2016/679 ("GDPR") that Lessor will treat your personal data according in compliance with current legislation and according to what is reported in the Privacy Notice, available on the Internet site www.locautoirent.com and available in hard copy at each rental station.