

**1. General Rental Terms and Conditions** Eurorentcar S.r.l. under the trademark "Eurorentcar S.r.l." (owned by Eurorentcar S.r.l.) hereinafter referred to as the "Lessor", rents to the "Lessee", hereinafter referred to as the "Client", the vehicle in accordance with this Rental Agreement that incorporates the terms and conditions, as well as the particular information and conditions contained in the front part of the Agreement that the Client signed. The rights and obligations contained in this Agreement govern the use of the vehicle, which is the property of the Lessor by the Client and are not assignable by the Client to anyone. The Client acknowledges that he/she is not the owner of any real right to the rented vehicle and its accessories and, therefore, may not dispose of it in any way, even temporarily. Therefore, any attempt to transfer or sub-rent the vehicle by anyone on behalf of a third party is null and void. The Lessor grants the Client the use of the vehicle only according to the terms and conditions of this Agreement. Payment in advance of the rental is possible only through Eurorentcar S.r.l. credit cards and/or major financial credit cards, subject to the issuing institution's authorisation. For particular groups of vehicles and/or in particular areas, two credit cards may be required at the discretion of our offices. The following cards are permitted exclusively as a method of payment, and not also for retaining deductibles: Prepaid-PayPal-Revolving- Debit Cards. In this case, at the Lessor's discretion, the car can only be provided with the purchase of an extra charge and the release of a deposit. The Client, as first driver, must be physically in possession of a credit card in his/her name (no virtual card) with embossed numbers, an identity document/passport and a valid driving licence issued at least 12 months ago, for Italians. For foreigners, the driving licence of the country of residence must be combined with a passport. These documents must be fully legible and written in Latin characters. Otherwise, they must be combined with an international driving licence. Failure to present an international driving permit at a police check could result in a possible confiscation of the vehicle for 3 months and a fine against the customer, as well as the release of the vehicle. A minimum age of 19 is required to rent. A daily surcharge is required for driving persons under 25 years of age. Customers between 19 and 21 years of age may only rent category A and B vehicles. In the absence of even one of the general requirements, the Lessor shall not be entitled to proceed with the rental, without entitling the client to any claims, including for restitution, compensation or damages, even in the case of prepaid vouchers. In the case of bookings made through a Broker, the Lessor shall have the right to recourse against the Client if the Broker, within 30 days of the closing date of the contract, does not pay the Lessor what is due in terms of the rental fee. The presentation of the Client's own insurance policies to cover damage or theft of the vehicle as an alternative to the one proposed by the Lessor is not permitted. Eurorentcar is not responsible for the installation and use of child seats: their positioning is the sole responsibility of the Client.

**2. Acceptance and handover 2.1.** By signing the contract, the Customer is obliged to pay a security deposit, indicated in the rental agreement and submitted to the Customer prior to signing. The sum shall be returned to the Client if, upon return, the vehicle is undamaged and complete with all parts and accessories. For any damage due to an accident with or without collision with other vehicles, as well as theft or fire, whether total or partial, the Lessor is authorised to debit the Customer's credit card with a sum equal to the amount of the damage suffered. It is agreed, however, that the aforementioned charge shall not exceed the maximum values specified in the contract with regard to the deductibles for damage, theft and fire, in accordance with the rental agreement signed by the client at the beginning of the rental period. The security deposit blocked on the customer's credit card shall be released immediately after ascertaining that there are no further charges to be made after the return of the car. The time for crediting the amount back to the customer's account depends on interbank services and not on the Lessor. **2.2** The Lessor shall deliver to the Lessee a vehicle in good condition, complete with all on-board equipment, including legal and usage documents (emergency stop triangle, tools, high-visibility waistcoat, spare wheel or tyre inflation kit, insurance certificate and insurance sticker, insurance green card, as well as all other accessories that are listed on the rental agreement, vehicle logbook, which according to current legal regulations is available in a photocopy authenticated inside the vehicle). The delivered vehicle may not be the same as the booked vehicle (make-model, colour, equipment, etc.) but belongs to a group of vehicles with similar technical characteristics and size. The condition of the vehicle shall be stated on the Contract. It shall be the customer's responsibility to check its conformity and return the vehicle in the same state. It is, however, the customer's obligation to prove and notify our staff, prior to the start of the rental period, of the existence of any damages found and to request that they be added to the contract in such a way that they are not his fault upon return. If during the rental period the customer needs to add oil, AD Blue and other minor maintenance these must have been authorised by the lessor and will be reimbursed to the customer only upon presentation of an invoice made out to Eurorentcar S.r.l. Tyre repairs or replacement are never reimbursable. The insurance cover (third party liability insurance) meets all legal requirements and provides guarantees to the Lessor, the Client and any authorised driver against legal claims by third parties due to death, personal injury or damage to other people's property from the use of the vehicle. **2.3** The Client shall return the vehicle in the same condition in which it was rented, except for normal wear and tear, with all documents and accessories on board, at the place, date and time indicated in this Agreement. Upon return, the Lessor shall inspect the vehicle. If the Client requests the inspection in his presence, he shall wait for the availability of our personnel. If the Client, upon return, does not wait to check the condition of the rented vehicle in the presence of our personnel, he agrees that such check shall be carried out by our personnel at a later time even in his absence, accepting the results thereof. Failure to sign the part of the contract referring to the return of the vehicle shall be deemed as acceptance of the verification of the state of the car carried out by us. The vehicle must be returned to the Lessor's office indicated in the contract, during normal business hours of the station concerned and at our parking facilities or place indicated by our staff. If the Client returns the vehicle during office closing hours, the Client shall be liable for payment of the rental charge until the vehicle is taken over by the Lessor's counter staff. Any damage to the vehicle shall be the sole responsibility of the Client. In the event of release in a place other than that agreed upon, the Client shall pay for the pick-up of the car, on our part, € 2.80 per KM and the reference for determining the amount of the charge shall be the distance from the station of departure, or the place where the Client rented the car, to the place where the car is located (return trip). In the event that it is not possible to park the vehicle in the Lessor's designated area, the Client must in any case return the keys of the vehicle to our rental office or place indicated by our personnel and provide precise indications of the location of the vehicle. In the event that the Lessor has agreed with the Client that the vehicle may be returned and/or needs to be picked up at a location other than a Lessor's rental station, the Client shall remain responsible for the vehicle until it is picked up by the Lessor. The Client agrees that the Lessor shall be entitled to charge a reasonable additional fee if the vehicle requires more than ordinary maintenance upon return to restore it to its normal pre-rental condition (extra wash € 60.00 and/or interior cleaning € 100.00) in the event of excessive soiling of the vehicle. In the event that the client (or passengers) is found to be positive for Covid-19, a charge of €50.00, including VAT, shall be made for the extraordinary sanitisation of the vehicle. In the event of the client's early return, with respect to the day stipulated in the contract (for reasons not attributable to the Lessor), there shall be no reimbursement of unused days and services. If, when signing the contract, the client declines to renounce the rental for personal reasons, no reimbursement shall be made for the amounts already paid, including in the case of booking through a broker. In the event of death of a person, personal injury or damage to property and/or goods caused by the use of the vehicle that involves a violation by the Client or an authorised driver of any of the terms and conditions of this Agreement, or who is at fault, in each case, the Client agrees to reimburse the Lessor for all sums that the latter will be required to pay to insurance companies (RCA deductible).

**3. Authorised Drivers** Both the client and each authorised driver must comply with the identification and qualification formalities required by the Lessor. In the event of a request to change the Client's name from that stated on the voucher, € 30.00 shall be charged. The vehicle may only be driven by the Client or by another authorised guide added to the Contract. The Customer undertakes not to drive or use the vehicle and not to allow and/or tolerate others to drive or use it for a purpose other than Point 4. In the event of any damage to the vehicle, caused as a result of unauthorised driving, the customer shall be held liable for all damage to the vehicle, and any extra insurance purchased shall be null and void. **4. Lessor's Obligations and Powers** The Client shall drive the vehicle only under the conditions specified in item 8 and item 3 above and shall use the vehicle responsibly at all times. If the Client does not comply with these conditions, he shall be liable for all losses and costs that the Lessor shall incur in case of damage or theft of the vehicle, loss of its parts or accessories, loss of rental income, towing costs, storage costs, and shall be subject to a charge for the value of the damage pursuant to Art. 1588 of the Italian Civil Code. If even one of the situations described above occurs, an administrative cost of €61.00 shall also be charged, any damage resulting from technical stoppage (€50.00/day if the daily rate is lower than this amount, or equal to the daily rate if higher), a sum equal to the amount due if the rental had continued for a period equal to the time required to carry out repairs and find spare parts. The Client shall take care of the vehicle, ensure that it is locked, secured and parked in a safe place, or in a guarded parking area when not in use, and activate all safety devices with which the vehicle is equipped. No one may service or repair the vehicle without the Lessor's authorisation. The Lessor shall not be liable to the Client or to authorised drivers or third parties transported for the loss of or damage to personal property left in the vehicle during or after the rental period. The Lessor shall not be liable to the Client or any third party for any loss or damage resulting from the rental, including damage of any kind to the Client or any third party suffered as

a direct or indirect consequence of faulty operation of the vehicle or traffic accidents caused by manufacturing defects. The Lessor shall not be liable for death or personal injury resulting from acts or omissions or any other liability that is not imposed by law.

**5. Additional guarantees 5.1** The rental rates include basic insurance (RCA) with a deductible starting at €1,500 for damage and theft, up to €3,000 for damage and/or theft on higher categories. Liability for the loss of the vehicle, its parts or accessories, due to theft, attempted theft, partial or total fire is limited to the non-eliminable indemnity penalty, the maximum amount of which is €1,500/€3,000 and which may vary depending on the category of the vehicle delivered; **5.2** It is possible to waive the deductible for damage or partial or total theft, partial or total fire, damage to locks, roof, wheel rims, wheel covers, light clusters and road damage by purchasing the extra cover, CAR PRO. Excluded from this cover are damage to vegetation, glassware, tyres, damage resulting from natural and/or socio-political events, lack of refuelling, PAI and breakdown assistance. Such damage that is not covered by the CAR PRO ancillary cover shall be guaranteed by a security deposit to be blocked on the first driver's credit card. **5.3** The ALL-INCLUSIVE insurance package includes CAR PRO insurance, PAI, Special roadside assistance, cover for natural and/or socio-political events and damage to glassware. Excluded from this insurance cover is damage to vegetation and/or tyres or failure or incorrect refuelling for which a deposit is required. **5.4** 4 Both types of coverage CAR PRO and ALL-INCLUSIVE may have limitations (reduction of damage and theft deductible) or limitations listed from point 1 to 19; **5.5** It is not possible to eliminate the customer's liability in the event of loss of or damage to keys including water inside (€400), waistcoat (€35), triangle (€45), misfuelling (amount to be assessed min. €700), loss of and damage to number plates (€400 plus days of technical stop), internal parts of the car, upholstery, mechanical parts, underbody and undercarriage (dock), scratches from vegetation and damage to tyres, which will therefore be charged even in the case of CAR PRO and ALL INCLUSIVE subscription and together with the technical stop, roadside assistance and car recovery costs, where necessary. Eurorentcar cars can only be driven within the borders of the country Italy. Therefore, in case of driving outside the borders of the country the customer will be subject to extra costs to be quantified, and in case of accident or theft of the vehicle the services of reduction/elimination of deductible and roadside assistance will not be applied under any circumstances and the customer will be considered fully responsible for claims, damages, theft, technical detention and any recovery costs.

**6. Damage to the vehicle 6.1 Vehicle keys:** in the event that the client damages the keys or loses them even inside the vehicle, locking it, the client must pay for any expenses incurred in opening and recovering the vehicle, plus the sum, according to the official rates in force, relative to the period of time necessary to carry out the repairs and find the spare parts (loss of profit due to downtime equal to €50/day if the rental rate applied is not higher). **6.2 Vandalism:** the customer is liable for damages caused by vandalism, unless he has entered into collateral guarantees that exempt him from compensation to the Lessor for damages suffered. This condition will be ascertained, only after having ascertained that at the time of damage the vehicle was sheltered and parked in secure places or parking lots, otherwise the total damage will be charged in addition to the damage caused by technical standstill, also in the presence of the previous collateral. **6.3 Misfuelling:** In the event of misfuelling of fuel that is not suitable for the motor vehicle's engine, the Customer shall be held liable for all damages incurred and the expenses incurred for the possible recovery of the vehicle, including the possible cost of technical stoppage (€50/day if the applied rental rate is not higher), in addition to administrative expenses in the amount of €61.00. The Client shall therefore be liable even if he/she has subscribed to the accessory guarantees. **6.4 Mechanical damage, underbody, undercarriage (dock), interior parts:** In the event of damage to the mechanical parts, underbody, undercarriage and interior (including upholstery), the Client shall be liable even if he/she has subscribed to the CAR PRO or ALL-INCLUSIVE accessory guarantee. **6.5 Scratches from vegetation:** The customer is liable for any damage caused by vegetation. Even in the case of purchasing CAR PRO or ALL-INCLUSIVE insurance, any willful misconduct or gross negligence shall be assessed since such damages are assimilated to the client's negligence in driving the vehicle on country roads, dirt roads or in places where vegetation may cause scratches or damage to the vehicle. In this case, the customer remains liable for the damage even in the event of the purchase of ancillary guarantees. **6.6 Damage to the locks** The customer shall be liable for any damage caused to the locks, unless he has taken out at least the CAR PRO accessory warranty. In any case, the Client shall submit a regular complaint to the Lessor filed with the authorities, under penalty of being charged the full amount of the damage, in addition to any damage due to downtime (€50/day if the rental rate applied is not higher), even in the presence of the previous additional guarantee.

**7. Willful intent or gross negligence** In the event of non-compliance with the Highway Code as a result of willful intent or gross negligence on the part of the Client, proven negligence, or where gross negligence on the part of the Client and the conditions of use of the vehicle, governed by this Agreement, any extra cover purchased by the Client shall be cancelled. The Client shall indemnify the Lessor for the full amount of the damage caused, in addition to the downtime (€ 50/day if the rental rate applied is not higher). **8. Use of the vehicle** It is prohibited to use the vehicle in the following cases to transport passengers for remuneration and for sub-rental; to transport goods for remuneration (with the exception of vans used for this purpose); to tow or push other vehicles, trailers or other things; off-road, on dirt roads or roads unsuitable for the vehicle; when overloaded or with loads that are not properly secured; to transport anything or substance which, because of its condition and odour may damage the vehicle and/or delay the possibility of rental; to participate in races, trials, races or other competitions; in violation of traffic laws or other regulations; for any illegal purpose; for driving in prohibited areas; for driving school; in violation of driving requirements. The Client is authorised to circulate only in Italy, circulation in foreign countries requires specific authorisation by the Lessor. In the event of circulation of the vehicle in unauthorised countries, the Client assumes full responsibility, and shall be charged with any costs arising from vehicle recovery, damage, theft, and necessary shelter, as well as extra costs for non-compliance with these contractual conditions. Improper use of the vehicle will invalidate the insurance policies purchased, whatever the customer has included in their rental contract. Smoking is prohibited inside the vehicle's interior, the customer will be held liable in the event of burn damage to the upholstery (costs to be assessed). In the event of a smell of smoke inside the car, a fixed cost of €60 for sanitising the passenger compartment will be charged. Driving the vehicle while intoxicated or unconscious, or under the influence of alcoholic and/or narcotic substances and/or altering the psycho-physical conditions contrary to the rules of the highway code.

**9. Charges and ancillary costs** The charges set out in the Contract include the basic rental fee (including unlimited mileage, VAT, vehicle taxes, airport taxes and compulsory basic insurance with excess). The basic rental fee is charged for a minimum of one rental day (24-hour period beginning on the day and time the vehicle is handed over to the customer, or in the case of broker bookings, beginning on the date and time stated on the customer's voucher). For the collection of the car by the customer, there is a maximum tolerance of 59 minutes beyond which the booking will be considered void. For the return of the car by the customer, there is a maximum tolerance of 59 minutes beyond which the customer will be charged an extra rental day based on the rate applied in the rental agreement, only if the customer has notified the car hire company of the return delay and the car hire company has expressly agreed to wait for the customer. If the customer fails to notify the Eurorentcar of his delay, the first will be charged an extra day of rental for a minimum amount of 50 €/day (if the rental rate is not higher). The vehicle is normally supplied with a full tank of fuel. If the Customer returns the vehicle with less fuel, he will be charged, in addition to the amount of the amount missing at a cost of € 2.80/l, an amount of Refuelling tax equal to € 35. There are charges for any optional and extra services (second guide, baby seat, chains, out of hours based on the time of collection of the vehicle indicated both on the broker portals and on our website) extra insurance, one-timeaway from € 50 up to € 260 etc.). In case of booking by Broker, the costs for the extras applied to the client's contract will be those accepted on the Broker's portal. All charges related to vehicle damage also include the charge of administrative costs € 61.00 in addition to any damage arising from technical standstill (€ 50/day if the rental rate is not higher) sum determined according to the official rates in force, equal to the amount due if the rental had continued for a period equal to the time necessary for the execution of repairs and the finding of spare parts. The damages will be quantified on the basis of a technical estimate made and reported in the "Damage Matrix" of Eurorentcar, whose prices are determined on the basis of the values taken from the price lists of the manufacturers and also include labour costs, consumables and waste disposal. The table of costs is viewed, accepted and signed by the customer together with the rental letter and these contractual conditions. **10. Theft- fire - claims** The Customer must, where possible, notify any loss or theft of the vehicle immediately to the competent authorities and the Lessor within 24 hours of the event or discovery of the event. Only in case of express concession from part of the lessor and, if the customer needs a replacement car, it will have to proceed with new contract and new deposit's release on a credit card. The Lessor may also exercise the right not to proceed with the contract extension or to draw up a new one by finding in the event of accident and/or theft and/or fire and/or vehicle arrest a just cause of dissolution of the relationship. If the customer renounces the replacement car, he will not be entitled to any refund for the days not used. In case of total/partial theft or total/partial fire of the vehicle, the Customer must deliver to the Lessor the original of the reported theft filed with the competent authorities, plus a signed statement of the incident, no later than 3 working days after that event. If within 3 working

days the Lessor receives in original the denunciation with the keys of the car, the Contract will be closed to the date of the denunciation of the theft. After 3 working days in the absence of receipt of the theft report and the keys of the vehicle, the Contract will remain open and the days will be charged to the Customer until the original delivery of the complaint. In case of failure to deliver the original report within 15 working days from the date of the theft, the Customer will be charged a compensation equal to the commercial value of the vehicle at the time of the theft. Failure to return the keys, in cases of theft caused by proven negligence of the Customer, will result in the charge for compensation of the commercial value of the Vehicle at the time of theft. In any case, the customer will be refunded or discounted the days of rental not used because of the impediments indicated above.

**11. Accident** In the event of an accident the Customer must immediately inform the Lessor, without signing any declaration with the counterparts. It will be the Lessor to provide, with the collaboration of the Customer, the compilation of appropriate documentation to be produced to the insurance company. The Customer must notify us of any road accident, autonomous accident or damage within 24 hours of the accident or discovery of the accident. The Customer must not admit any liability, decide any claim or accept any waiver in the event of an accident, but must obtain the names and addresses of the persons involved (including witnesses), and identify the vehicles involved in the accident (car plate and useful information such as moment of the accident and exact location). The form of amicable declaration must be completed in all its parts (UNO in the presence of the Lessor who will present it to the insurance agency. The Customer undertakes to cooperate with the Lessor and the relevant insurance company in any investigation or subsequent legal proceedings arising from the loss or damage to the vehicle. In the event of an accident, the customer must provide the Lessor with the names and documents of the persons involved in the accident. In the event that the customer does not comply at least with the information requirement, the customer remains responsible for the full value of all damages caused to the vehicle, even if he has included in the contract collateral (CAR PRO or ALL INCLUSIVE). The customer, in fact, will be charged for damages caused to the car, in addition to the technical retainer of € 50.00 /day if the rental rate is not higher, or a sum determined according to the official rates in force, equal to the amount due if the rental had continued for a period equal to the time necessary for the execution of repairs and the finding of spare parts.11.1 Independent claim: In the event of an autonomous accident involving damage to the vehicle, the appropriate form available at our offices within 48 hours of the event must be completed and signed. In the absence of a declaration, regarding the events, and/or communication about the origin of the damages caused to the vehicle, the customer remains responsible for the full value of all damages caused to the vehicle in addition to the technical detention of € 50.00 /day if the rental rate is not higher, that is a fixed amount according to the official rates in force, equal to the amount due if the rental had continued for a period equal to the time necessary for the execution of the repairs and the finding of the spare parts. Disregarding, therefore, the limit charged as a penalty or the subscription of ancillary guarantees. **12. Delayed charge (fines, traffic fines).** In accordance with the regulations on international financial circuits (credit card companies), in the matter of attribution of liability, the customer shall be charged all expenses not known at the time of return of the vehicle, but collected after the return of the car. The acceptance of the Delayed Charge is expressly indicated in the rental agreement and signed by the customer; within the scope of the Delayed Charge: fines, administrative costs for managing fines (€61.00), parking, motorway tolls, fuel, refuelling tax, extra days, damage caused to the car, loss and/or damage and/or theft of all vehicle accessories, keys and/or license plates and passive deductible. The customer is fully responsible for the traffic offences committed during the rental (entry into the restricted traffic area, parking bans, speeding, etc.). The customer authorizes the Lessor to charge his credit card used for the rental both the amount of the report and the administrative cost of € 61.00 for the management of the file. **12.1** The Customer authorizes the Lessor to charge these amounts to his credit card at the time of notification to Eurorentcar S.r.l. The customer can receive the notification of the fine within 18 months from the date of the infringement or by the police or by the car rental company that has received notification from the competent authorities. The Lessor will proceed with an initial communication to the customer enclosing the report received from the local authorities and consequently will charge the amount of the report, together with the administrative costs of € 61.00. Finally, the Lessor will send a copy of the payment receipts charged to the Customer. **12.2** In the event that the customer finds a notice of infringement on the windscreen the same must be paid by the customer within the days indicated (enter all the details of the report) and you must send a copy of the payment to eurorentcar.info@gmail.com (within 15 days) for the registration of the same. For a handling cost of € 15.00, the customer may request the Lessor to pay the report. In the event that the Customer should not fulfil these obligations, the Lessor, once notification of the infringement has been received, will debit the amount of the minutes and the administrative costs of € 61. The Lessor is in no way responsible for the lack of information about the municipalities where the ZTL (Limited Traffic Zone) is applied. **13. Administrative Practices** Each administrative practice managed by Eurorentcar S.r.l. with reference to the rental agreement involves a charge on the customer's credit card of € 61.00.

**14. Complaints** If any of the provisions of this Agreement are found to be invalid, unlawful or unenforceable (in whole or in part) under applicable law, such agreement or part of it shall be deemed not to form part of this Agreement, but the rest of the Agreement will continue to be fully valid and effective. No change can be made to these conditions without the consent of Eurorentcar S.r.l. Any complaint to be submitted to the Lessor must be received in writing no later than 20 days from the end of the rental, at the following email address: [eurorentcar.info@gmail.com](mailto:eurorentcar.info@gmail.com). **15. Location** By signing the rental agreement, the Customer expressly and unreservedly authorizes the Lessor, or any other person appointed by the same, to remotely monitor the correct use and operation of the rented car through satellite alarm systems.

**16. Italian language for the interpretation of the contract** The Italian text of these general terms and conditions prevails, in case of differences, over the English text or other translations, because it expresses the exact will of the parties.

**17. Applicable Law and Jurisdiction** This Agreement is governed by Italian law. By entering into this Agreement, the Lessor and the customer declare that they are mutually committed to trying to resolve any possible dispute amicably. If it is not possible to find an amicable solution, the Lessor and the customer agree that any dispute will be subject to Italian jurisdiction. Jurisdiction will be exclusively the Court of the domicile of the Lessor (Court of Marsala). **18. Data processing methods and retention periods** The personal data of the Users may be processed with manual or IT tools, suitable to ensure the security, confidentiality and prevent unauthorized access, dissemination, modification and subtraction of data through the adoption of appropriate technical security measures, physical and organizational. The data retention terms take place: a) for the Contractual Purposes, the personal data of the Users are kept for a period equal to the duration of the Contract (including any renewals) and for 10 years following the term, termination or withdrawal thereof, except where retention for a subsequent period is required for any litigation, requests from competent authorities or pursuant to applicable law; b) for Marketing Purposes related to the sending of advertising material. **19. Information on the processing of personal data of customers.** The personal data of customers are processed according to GDPR 2016/679 and subsequent amendments.

**The Customer having read the Privacy Policy and the General Rental Conditions, declares to specifically approve all clauses**

**signature (read and agreed)**

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**For the effects of art. 1341 Italia Civil Code, I declare to approve the points from 1. to 18. of the "Terms and Conditions" of rental**

**signature (read and agreed)**