

GENERAL CONDITIONS OF THE RENTAL SERVICE

1. the rental service of motor vehicles without a driver referred to herein is provided by the company Autonuvola Sas (C.F. and P.I. 02414590204 – Number REA, BZ-220540) based in Dobbiaco, Via Santa Maria 21, through its own brand "FleetMobilityRent" (referred to as "lessor") and is governed by the contract of rental without a driver, of which these general conditions form an integral part, between the lessor and the customer;
2. the rental without driver has as its object the vehicle specifically identified in the contract between the parties and described in detail in the technical data sheet attached to it, with specification of the mileage of the vehicle at the time of collection by the customer and the condition of the body, refueled with full fuel. At the time of the return of the vehicle at the end of the rental period, the parties undertake to verify, in contradistinction between them, the condition of the vehicle and the ascertainment of any damage occurred to the property during the period of use by the customer;
3. the consideration for the rental contract without a driver shall be paid by the customer in advance when signing the contract or collecting the vehicle. In the case of rental without a driver for a duration not exceeding two days, the lessor may allow, at its sole discretion, the payment of the fee may by the customer at the time of return of the vehicle at the premises of the lessor itself provided that this takes place on a weekday. In case of redelivery on a holiday or pre-holiday remains the obligation of the customer to pay the consideration in advance when signing the contract or collecting the vehicle.

In cases of advance reservation of the rental of the vehicle, the lessor company may require the customer to pay a deposit in accordance with Article 1385 of the Civil Code. Said deposit is non-refundable and will be deducted from the final cost of the rental. In the event that the customer fails to pick up the vehicle and/or withdraws from the contract by the customer for any reason whatsoever, the lessor shall be entitled towards the customer, in addition to retaining the deposit paid, to charge the full cost of the rental.

Where the customer pays the price of the chauffeurless rental in advance, this shall be without prejudice to the lessor's right to subsequently charge the customer for the additional extraordinary costs provided for in items 5 to 12 of these general terms and conditions;

4. during the rental period of the motor vehicle it may be driven only and exclusively by the customer signing the contract personally, unless the indication of a "second driver" to be specified by the customer at the time of signing the contract and approved by the lessor.

The lessor shall permit the indication of a "second driver" only with reference to drivers over the age of twenty-one and under the age of eighty-five who possess a category B driving license duly issued at least three years ago and valid throughout the rental period.

Foreign driver's licenses written through characters other than the Latin alphabet, which are not intelligible to the lessor, will qualify for driving the rented vehicle only if accompanied by a valid international driver's license;

5. the vehicle which is the subject of the rental contract without driver may be driven by the client only within the national borders of Italy, unless prior and express authorization has been issued by the lessor in writing.

The client and, for it, the "second guide" possibly indicated are expressly obliged to drive the vehicle object of the contract of rental without driver in full compliance with the driving modes and limits all provided for by the Highway Code (Legislative Decree No. 285/92) and according to the canons imposed by art. 1176 Civil Code. The same vehicle may not be operated under the influence of alcoholic substances, at a blood alcohol level higher than the maximum allowed for driving according to the Highway Code, under the influence of narcotics or any other substance, even if it is a medicine even though it is the subject of a medical prescription, which may alter or retard reflexes and affect, in any way, driving conduct: any traffic violations with administrative fines that may be imposed against the vehicle during the term of the contract, even if notified to the lessor subsequent to the return of the vehicle at the end of the rental period, will be renotified by the lessor to the client and charged to the client, with the right to demand payment or recoupment of the amount. In case of violations of the Highway Code contested to the client in the course of driving the vehicle covered by the contract of rental without a driver (such as, but not limited to, driving in a state of intoxication with a blood alcohol level higher than 1.5 grams/liter) that result in the seizure of the vehicle, the same client will be required to reimburse the lessor for damages arising from the expenses, including for fees of the professionals involved, for the procedure of release and return of the vehicle; for the costs of judicial custody of the car until its return; for the costs of transporting the car from the place of the establishment of the traffic infraction to the judicial deposit as well as of the greater damage determined by the unavailability of the vehicle until its release and return, quantified in the cost of one day's rental for each day of unusability of the vehicle;

It is expressly forbidden to use the vehicle for the transportation, legal or illegal, of goods or drugs; transportation of persons for remuneration, expressly or tacitly agreed upon; for illegal purposes, speed races, route races or any kind of competition; to execute a sublease relationship of the vehicle or to transport a

number of passengers in excess of the maximum number allowed by the vehicle and indicated in the registration book associated with the vehicle.

The parties expressly agree that the maximum daily mileage allowed to the customer driving the vehicle covered by this contract is eighty-five kilometers (85 km), unless otherwise agreed between the parties to be stipulated in writing. In the event of violation of the mileage limit determined in relation to the rental period, the customer will be required to pay to the lessor, in addition to the contractually agreed price, an amount equal to €0.45 (Fortyfive cents) for each kilometer in excess of the permitted up to the limit of 50 km. and €0.90 (Ninety cents) from 51 km. in excess of the permitted;

6. the customer undertakes to return the vehicle subject to rental without a driver in the same condition in which it was at the time of collection of the vehicle, as verified by the parties in contradistinction between them in accordance with point 2. of these general conditions of contract. Likewise, the customer undertakes to return the car with a full tank of fuel, as it was delivered to him (if the car won't be returned with a full tank of fuel, a fee of € 35.00 will be charged), and washed: in the event of failure to wash the vehicle covered by this contract at the time of redelivery, the lessor reserves the right to charge the customer the cost of carwash in the amount of € 35.00 and possibly withhold the amount from the security deposit.

Failure to wash the vehicle that prevents the verification of the existence of any damage to the vehicle retains the lessor's right to subsequently charge the customer for the costs of repairs revealed to be necessary at the outcome of the completed verification of the vehicle.

Upon pickup of the vehicle, the client becomes the custodian of the vehicle and is responsible for its preservation as well as the preservation of the documentation (registration book, license plates and any other accompanying documents) pertaining to it. Any damage to the bodywork, including (by way of example but not limited to) headlights, bumpers, rims and wheel covers, windshield wipers, side mirrors and windows as well as the lack of the complete documentation accompanying the vehicle and/or license plates as well as the keys, ascertained upon return of the vehicle in contradictory manner with the client, determines the onset of the compensation liability for the costs of repairing the vehicle and/or duplicating the missing documents or keys.

Since the vehicle being rented without a driver is equipped with adhesive advertising films applied to the bodywork, damage to the same, even if not incidental to the paintwork, determines the onset of compensatory liability on the part of the customer for the replacement of the damaged parts;

7. at the end of the period of rental without a driver of the vehicle, the vehicle must be returned by the customer at the premises of the lessor within the contractually agreed time and day: failure to return the vehicle by the agreed time will result in the customer being charged the cost of an additional day's rental. It is strictly excluded that the lessor picks up the vehicle at the end of the contract, so failure to bring the vehicle back to the lessor's premises by the customer will result in the customer being charged for the cost of retrieving the vehicle, including those due to the possible need to use a tow truck.

The lessor retains possession of the vehicle during the course of the contract and it is strictly forbidden for the customer to extend the rental period beyond the agreed term, subject to prior written authorization from the lessor. In the event of failure by the customer to return the car covered by the driverless rental agreement in accordance with the agreed time and place, the lessor reserves the right to file a complaint with the competent Judicial Authority for embezzlement and any other offenses that may be conceivable in light of the facts occurred, in addition to charging the cost of one day's rental for each day of delay.

In the event of early return of the vehicle covered by the driverless rental agreement by the client with respect to the negotiated expiration of the contract, in the absence of a request previously accepted by the lessor, the same lessor retains the right to charge the client a penalty equivalent to the amount of the days of rental not enjoyed with respect to the period initially agreed upon;

8. with the signing of this contract, starting from the collection of the car subject to the rental without a driver and until the return of the car, the customer is obligated to the lessor to pay compensation for damages resulting from driving the alley, both in relation to damage that may be suffered by the rented car and damage, personal or material, caused to third persons.

The automobile covered by the lease without a driver is insured with a leading insurance company under a "kasko" policy with a deductible, to be paid by the client, of €600.00. The same car is insured with RCA policy with a limit of €26,000,000.00 and provides administrative costs per passive claim of €250.00 that will be charged to the client.

Damage to the furnishings, upholstery, seats and interior equipment of the car are not covered by insurance, will be the sole responsibility of the client and the lessor is authorized as of now to use all or part of the security deposit for the purpose of bearing the costs of repair of the same, subject to the right of action for the greater costs not covered by the security deposit.

The lessor reserves the right to authorize or deny the transport of animals inside the car covered by the driverless rental agreement. In any case, in the event of express authorization by the lessor to transport animals, sanitation of the passenger compartment and trunk of the car will be carried out and the related costs will be charged to the customer and withheld from the causation, without prejudice to the right of action for any greater costs not covered by the amount of the deposit.

At the time of signing the contract of rental without a driver, the lessor reserves at its own discretion depending on the duration of the rental, the right to require a security deposit and that, in the case, the customer will constitute in the hands of the lessor up to a maximum of 990.00 (Euro Nine hundred and ninety/00) by pre-authorization on an accepted credit card (Visa or Mastercard) to partially cover all damages that could be caused to the car during the execution of the contract, including the deductible of the insurance policy. The customer by signing the contract hereby authorizes the lessor, any exception removed, to withhold from the security deposit the amount to cover, in whole or in part, the costs arising from any fines imposed on the vehicle during the course of the contract, without prejudice to the lessor's right of action for the greater costs not covered by the security deposit, and of the repair of damage caused to the vehicle by the customer's conduct, up to the limit of the insurance deductible: it is expressly excluded that the amount constituted as security deposit can be interpreted as any form of limitation of the client's pecuniary liability to the lessor. The same client hereby authorizes from the outset to retain the security deposit to cover the increased costs for delayed delivery of the vehicle and/or non-payment of the driverless rental fee, subject to the lessor's right of action for the increased costs not covered by the security deposit. The same security deposit will be returned by the lessor to the same client within thirty days of the return of the vehicle and following adequate careful verification of the non-existence of damage of any nature or origin.

In the event of an accident, where the vehicle is unable to march on the road for any reason whatsoever, whether technical or regulatory, the customer must resort to the roadside assistance service operating twenty-four hours a day, seven days a week, and free of charge, which assists the vehicle by activating the request for recovery of the vehicle by telephone on the toll-free number specified in the contract. Any use of alternative assistance services to the breakdown service assisting the vehicle will be borne by the customer for all costs incurred by the customer, with no right to reimbursement.

In the event of use of the vehicle covered by the rental contract without a driver outside the roadway and an accident and/or technical failure in this context, the lessor company reserves the right to charge the customer the costs that the contracted company of recovery of the vehicle by means of tow truck should charge to it lessor, with express authorization issued by the customer to withhold from the deposit the cost of the intervention, subject to the right to act for the higher costs not covered by the security deposit.

Also in the event of an accident, it is the client's obligation to be a diligent party in order to obtain the evidence useful for the identification of responsibility; to request the intervention of the Judicial Police in order to record the dynamics of the accident and to carry out the surveys at the scene of the accident this, in any case, when there are injuries; to collect the names and addresses of the parties involved and any witnesses; to refrain from making statements of liability for fault or malice; not to leave the vehicle unattended and to take steps to ensure its recovery or adequate safeguard; to give immediate notice of the claim, including by telephone, to the lessor and to deliver to the lessor a copy of the CAI form completed and signed by the parties involved.

Any form of legal assistance and/or reimbursement, even partial, by the lessor in favor of the client of expenses incurred for technical defense in judgments for damaging events or criminal proceedings instituted for damages or liabilities arising from the driving of the vehicle during the execution of the contract is strictly excluded.

In case of puncture or consequential tire damage and negligent or malicious actions of the customer the latter shall be held responsible and obliged to repair or replace them, with full assumption of costs. In case of default, the lessor will directly arrange for the repair or replacement of the punctured or damaged tires, withholding from the security deposit the cost of the intervention, subject to the right of action for the higher costs not covered by the security deposit;

9. in the event of theft of the car covered by the rental contract without a driver, the customer is obliged to immediately file a report of the event at the nearest competent office of the Judicial Police; to immediately inform the lessor of the theft suffered, at the same time as filing the report to the Judicial Authority, and to forward to the same a copy of the report filed with the Judicial Authority.

Following theft of the automobile covered by the driverless rental agreement, the customer shall immediately return to the lessor both of the original keys that are part of the car's equipment and given to the lessor when collecting the vehicle at the beginning of the rental period.

The car covered by the rental contract without a driver is insured with a leading insurance company against the event of theft, with a deductible of 10% of the value of the asset determined according to the quotations resulting from the Eurotax Blu or Quattroruote Professional price list: the deductible on compensation for the event of theft will be borne entirely by the customer who will be required to repay the lessor the relevant amount, less the security deposit that will be fully retained to partially compensate for the greater damage. In the event that the stolen vehicle is found, the amount of the deductible paid by the client will be reimbursed to the client by the lessor, and the provisions of Article 8 of this contract will apply in relation to the damage that will be found on the recovered property.

In the event of theft of the vehicle covered by this driverless rental agreement connoted by intent or gross negligence (by way of example only, theft of the car with one or both of the original keys) of the client, the "second driver," persons living with the client or the "second driver" or transported by them in the vehicle, persons entrusted by the client or the "second driver" with custody even temporary and/or merely occasional,

in any capacity whatsoever of the car, the same client shall be obliged to pay damages to the lessor quantified in the full value of the car at the time of the event, a value determined on the basis of the quotations resulting from the Eurotax Blu or Quattroruote Professional price list, less the security deposit which shall be entirely retained as partial compensation for the greater damage;

10. in the event of a fire in the car covered by the contract of rental without driver connoted by wilful misconduct or gross negligence (by way of example only, use of open flames inside the passenger compartment, trunk or engine compartment) of the client, the "second guide", persons living with the client or the "second guide" or transported by them in the vehicle, persons entrusted by the client or the "second guide" with the custody even temporary and/or merely occasional, in any capacity whatsoever of the car, the same client shall be obliged towards the lessor to pay compensation for the damage quantified in the full value of the car at the time of the event, a value determined on the basis of the quotations resulting from the Eurotax Blu or Quattroruote Professional price list, less the security deposit which shall be entirely retained as partial compensation for the greater damage;

11. in the event of technical failure of the motor vehicle covered by the contract of rental without a driver, the customer is obliged to immediately stop the vehicle. In case of violation of the obligation to stop immediately as a result of technical failure, the customer shall be unlimitedly liable to the lessor for the greater casual damages resulting from the further use of the vehicle.

Following a technical breakdown of the vehicle covered by the contract of rental without a driver and immediate stop of driving, the customer may resort to the roadside assistance service operating twenty-four hours a day, seven days a week, and free of charge, which assists the vehicle, by activating the request for recovery of the vehicle by telephone on the toll-free number specified in the contract. Any use of alternative assistance services to the breakdown service that assists the vehicle will be borne by the customer all costs incurred by the customer, without any right to reimbursement.

Following a technical breakdown of the vehicle requiring its immediate shutdown and recovery by tow truck, the customer shall not be entitled to reimbursement by the lessor of any personal transportation, accommodation or catering costs he or she may have incurred.

In case of technical failure of the vehicle covered by the driverless rental agreement, the lessor will provide the customer with a replacement car until the end of the contract term. If a replacement car is not available to be placed at the customer's disposal, the driverless rental agreement will be terminated as of right without any charge to the customer for the cost of the remaining unused rental days.

In the event of technical failure of the vehicle and its replacement by the lessor and in the event of termination of the contract due to unavailability of a replacement car no compensation, for whatever reason or title, will be due to the customer who, by signing the contract, expressly relieves the lessor from any compensation liability;

12. in the event of a passive claim, i.e. determined by the customer's responsibility, the lessor will charge the customer, in addition to the amounts within the limit of the deductible referred to in paragraph 8. above, the technical downtime of the vehicle for the repair period. The charge for technical stoppage will be quantified on the basis of the daily rental cost multiplied by the days the vehicle is repaired and returned to the lessor;
13. any amendments or additions to the general conditions of the driverless rental agreement between the lessor and the customer shall, under penalty of nullity, be in writing bearing the signature of both parties;
14. payments owed by the customer may never be delayed or suspended, not even in part, for any reason, title or claim and the customer is precluded from raising any dispute or exception prior to fulfillment, this in accordance with Article 1462 of the Civil Code (solve et repete) even with reference to the amounts paid as a down payment on the consideration of the contract of rental without a driver and / or security deposit;
15. the contract of rental without driver between the lessor and the customer is governed exclusively by Italian law. Any dispute arising in connection with the validity, interpretation and execution of this contract shall be deferred to the exclusive jurisdiction of the Court of Mantua;
16. by signing the contract of rental without a driver, the customer authorizes the inclusion of his name and personal data in the information system of the lessor, to transmit the name and data of the customer to the CARGOS platform of the State Police in accordance with Article 17 of Legislative Decree No. 113/18 as well as the dissemination of the aforementioned data for the sole purpose of protecting the legitimate interests of the same lessor, including for the purpose of control and protection of credits.

The client authorizes the lessor to process its personal, banking and credit card data in compliance with the current legislation on the protection of personal data and, in particular, European Regulation No. 679/16, Legislative Decree No. 196 of 30/06/2003 and subsequent amendments and additions, as amended by Legislative Decree No. 101 of 10/08/2018 and most recently by Legislative Decree No. 139/21 converted, with amendments, by Law No. 205/21.