

GENERAL CONDITIONS



W o r l d w i d e P a r t n e r s

April 2008

The rental of vehicles including rentals by third-parties, from Maggiore Rent spa, a singly held company subject to direction and coordination by Maggiore by V. and C. Maggiore & C S.a.p.A., or its various Affiliates or Partner (hereinafter "**Rental location**"), is regulated by the current General Conditions, by the Rental Agreement signed by the Client, by the *Maggiore Rate Brochure* and by the *Vehicle Damage Chart Charges* (together with the "**Contract Documents**" or the "**Contract**,") valid at the time of signing the Rental Agreement, which has been seen or consigned to the Client, who takes full responsibility for having understood the document. With signing of the Rental Agreement, the Client hereby declares to have understood and accepted the general rental conditions and to have specifically approved articles: 1,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18.

GENERAL CONDITIONS

1 - Driving and rental requirements

The Renter (hereinafter "**Client**") and each driver of the rented vehicle must provide and adhere to identification and qualification requirements requested by the **Lessor**.

Each driver of the vehicle is responsible for not giving false information regarding age, address, and possessing all of the requisites required by law to drive.

The address indicated by the Client on the contract is the Client's valid legal address.

The Client and each authorised driver must meet the following requisites:

- At least 23 years old.
- A driving license that is valid for the rented vehicle and that was obtained at least 12 months before rental of the vehicle. Drivers under the age of 23 will be subject to "Young Driver" surcharges as applicable in the *Maggiore Rate Brochure*. However, certain vehicles or vehicle categories can be driven only by 25 years old.
- For any other authorised additional drivers, surcharges, corresponding to the rental length: daily, weekly or monthly fee shall be added as applicable. Aforesaid fees are listed in the *Maggiore Rate Brochure*.
- A Credit Card is required to rent vehicles with an engine over 1400 cc.
- For particular groups of vehicles and/or in particular areas, the "Rental location" Agency may require two Credit Cards. Specific authorization is required if payment is to be made by a Credit Card belonging to someone other than the Client.
- A Credit Card is not necessary for renting cars with an engine under 1400 cc nor commercial vehicles, but only if the Client pays a Cautionary Deposit amounting to the estimated rental charges (including accessories, full tank of fuel, refuelling and other charges), as well as **the sum** indicated in the *Maggiore Rate Brochure*, or a greater sum if requested by the Rental location Agency.

Should the reserved vehicle not be available at pick-up time, the Client will be assigned to a higher vehicle group at the same price rate for the first 15 days. After such time, a 20% surcharge for each difference in vehicle group category will be applied for the remaining rental period.

At its own complete discretion and without giving any reasons, the Rental location reserves the right to refuse to authorize the rental agreement.

2 - Payment

Payment can be made with Maggiore Rent S.p.A.'s Credit Card or with other major Credit Cards, if valid and authorised by the credit institution, or by cash (in the cases and by the methods specified in paragraph 1).

For rentals shorter than 30 days, payment should be made upon the date established for return of the vehicle. For longer rentals, payment shall be made every 30 days or upon returning the vehicle, whichever comes first.

3 - Third party liability (RCA)

All vehicles are insured for civil liability in compliance with the law.

The RCA policy on Lessor vehicles guarantees insurance coverage for civil liability towards third parties, including passengers, animals and objects (excluding those transported) with a maximum limit indicated in the *Maggiore Rate Brochure*.

In case of an accident, the Client and the other party involved must fill out a CAI (amicable accident report) form, which is available on board the vehicle, then send it to the nearest Lessor's location, no later than 24 hours after the accident, or consign it together with the vehicle – if this is no later than 24 hours after the accident.

4 - Refuelling

It is Client's responsibility to return the vehicle with the same fuel there is at the beginning of the rental period.

As an alternative, in case in which the Client doesn't refuel, the Lessor will refuel and the Client will pay an extra charge for refuelling and the price of the missing fuel, over and above the percentage indicated in Contract Documents (see the *Maggiore Rate Brochure*).



5 - One-way rentals (val) – cars only

At its complete and total discretion, the Lessor can limit one way rentals to/from certain areas and/or for particular vehicle.

Italy:

For rentals ending in a city other than that in which they started, a supplemental charge will be added, which is indicated in the *Maggiore Rate Brochure*.

For rentals beginning in the peninsula and ending in the island of Sicily (and vice versa), a supplemental charge will be added, which is indicated in the *Maggiore Rate Brochure*.

Rentals beginning in the peninsula and ending in the island of Sardinia (and vice versa) are not allowed.

A penalty will always be charged if a vehicle rented in the peninsula is dropped off in Sardinia (and vice versa); the charge indicated in the *Maggiore Rate Brochure* are applicable as long as no major damage occurs.

Abroad:

One-way rentals are allowed abroad for the other vehicles only when the drop off city has been authorised by the Lessor. The one-way drop off charge varies according to the drop off location.

Any drop off not previously authorised implies a penalty charge established in the *Maggiore Rate Brochure*, plus all costs necessary to pick up the vehicle, as long as no major damage occurs.

6 – Conditions for Driving and for Use of the vehicle

The Client is obliged to take care of and use the vehicle with diligent attention respecting the proper usage and characteristics of the vehicle, indicated in the circulation card, and with respect to the law, as well as:

- a) to not utilize the vehicle, also through third party, for commercial transportation of persons or things, except in the case of commercial vehicles;
- b) to not sublet/rental nor permit a sublet/rental of the vehicle, even with driver;
- c) to not entrust the driving of the vehicle to any person other than those authorised in the rental agreement, nor to any person without a valid driving license nor to anyone who does not meet the required requisites on the Contract documents;
- d) to not transport animals, substances, or anything else that might damage the vehicle or leave an odour and/or slow the possibility of re-renting it; in case extra cleaning is required, the Client will be required to pay a charge, which is indicated in the *Maggiore Rate Brochure*, or more if required;
- e) to not repair the rented vehicle without the written consent of the Lessor;
- f) to immediately inform the Lessor of any malfunctioning of the vehicle, to stop driving immediately upon discovering any malfunction, and adhere to the Lessor's indications if there is to be substitution or return of the vehicle;
- g) to refuel the vehicle with the correct type of fuel and indicate, if requested, the refuelling station responsible, to contact in case of any damage, as well as diligently maintaining the vehicle and controlling the consumable fluid levels; if and when necessary adding missing fluids;
- h) to not utilize the vehicle for racing, test driving, or competing, nor on unpaved roads or roads that are inadequate for the vehicle, nor for driving schools, nor to pull or push other vehicles without the explicit consensus of the Lessor, nor to enter into restricted areas, nor to violate the Driving Code or any other law, nor to commit any other illegal activity;
- i) to not drive the vehicle while under the influence of pharmaceuticals, narcotics, alcohol, or any intoxicant or any substance which may limit driving ability or slow reaction time;
- j) to be diligent in the care of the vehicle, activating all of the security measures in the car, to avoid leaving valuable objects or items inside the vehicle, and in general to do all that is necessary to guarantee the best possible security of the Rental location's asset;
- k) to not take the vehicle into countries other than those listed in the rental agreement, without prior written consensus by the Lessor. The "carta verde" (international insurance certificate), which is consigned together with the vehicle documents, does not constitute the aforementioned written consensus of the Lessor, but is simply a part of the vehicle documents.

In case of travel through countries not authorised on the Contract and/or by law, the insurance coverage and any agreements regarding exclusion or limitation of responsibility will no longer be considered as valid and it will be the responsibility of the Client to pay any costs sustained by the Lessor, due to not respecting the rental agreement.

The Client is liable for any damages due to any use of the vehicle unauthorised by law and/or by Contract. Any unauthorised use of the vehicle implies the full responsibility of the Client, together with each other driver, leaving the Client responsible for any relative claims or lawsuits.

The Lessor reserves the right to take back the vehicle, at any time and in any place, in case of any violation of article 6.

7 – Vehicle pick up and Vehicle return

After signing the rental agreement, the Client is responsible for the vehicle and accepts that the standard options, the accessories and all of the items consigned to the Client by the Lessor, have been verified as being in good working order and in good condition and the Client agrees to return the vehicle in the same condition, free of any goods or belongings and with all its documents, as well as respect the date and place of delivery indicated in the rental agreement, with only normal wear and tear proportionate to the rental duration and the number of kilometres travelled.

On return of the vehicle, it is the Client's responsibility to verify the status of the Vehicle, together with Agency personnel, listing and undersigning any differences in vehicle condition from those indicated in the Rental agreement at the beginning of the rental period. In case the vehicle's status is not verified jointly, the Client hereby authorises the Lessor to charge him for any damages found on the vehicle.

At the beginning of the rental, the Client will have to communicate which Agency and when he/she will return the vehicle, as stated in the rental agreement. In the event of unauthorised late return of the vehicle, Client agrees to allow Lessor to take possession of the vehicle anywhere and at any moment.

A rental day is based on 24 hours with a grace period of 59 minutes. After this, an additional day will be charged.

In case of return to a place unauthorised in the rental agreement or an unauthorised late return, the Client will pay a penalty fee equal to the "Standard" daily rate of the vehicle plus 50% (see the *Maggiore Rate Brochure*) for every late day, except in cases of



greater damage. The only exception is in the case of written permission from the Lessor to extend the rental for a longer period, after which, the aforesaid penalties will apply unless there is another authorised extension. In case of unauthorised return of accompanying documents and/or of the license plate, the Client is responsible for a penalty fee equal to the "Standard" daily price of the vehicle (see the *Maggiore Rate Brochure*), for every day necessary to replace the missing document or license plate. The only exception is if there are additional damages or relative fees. The damage deposit will be given back in full after the delivery of the complete vehicle, except for related fees or other allowances listed in the rental documentation. The closure of the rental agreement signifies that any and all deposit fees have been reimbursed, which exonerates the Lessor from requesting a receipt.

If the vehicle is returned after the grace period, any rates tied to a specific length of rental (weekends, holidays), will be considered non-applicable and the entire rental will be charged at the daily rate (see the *Maggiore Rate Brochure*)

The vehicle must be returned within office opening hours, it can only be returned out of office hours if previously agreed to by the Rental location. If returned out of office hours, the time of the vehicle's return will be calculated from the time that the office re-opens and only if the vehicle is present and registered as returned at that time; until registered as returned, the rental charges and liabilities (including, but not limited to, penalties, damages, theft and/or partial or total fire) are the responsibility of the Client. The Client who returns the vehicle outside office hours is responsible for checking and confirming the successful return of the vehicle.

In case of non-return of keys, for whatever reason and even if the vehicle has been returned, the Client will be subject to a penalty, equal to the daily rental charge for each day until the keys are delivered or until the Client consigns the original copy of the Police statement of loss or theft, as well as being subject to the charge listed in the *Maggiore Rate Brochure*, unless greater damage occurs.

In case of non-return or damage, for any reason whatsoever, of any accessory or optional provided with the rental vehicle, including those in article 14, the Client is responsible for paying the penalty fee listed in the *Maggiore Rate Brochure*, unless greater damage occurs.

8 Responsibilities of the Client

While in custody of the vehicle, the Client is directly responsible for any damage derived from use of the vehicle, as well as being liable for any damage claims from third-parties, even in the case of unauthorised use of the vehicle. The vehicle is always covered by an insurance policy valid for civil liability to third-parties, with the maximum ceiling requested by Italian law and within the terms of the insurance policy.

On the explicit request of the Client, the vehicle can be endowed with other optional coverages, which are explained in the contract documents, and have to be indicated in the rental agreement.

During the rental period, the Client is responsible for any tickets and/or fines from violation of the Driving Code or of any other law or rule, toll roads, parking costs as well as any other sum derived from using the vehicle, even in the case of a third-party, and the Client must pay any subsequent legal, postal, and administrative fee connected to reimbursement fees and to absolve the Lessor of any damages and/or damage claims by third-parties. The cost of managing claims is listed in the *Maggiore Rate Brochure* and the Client, from this moment, assumes the responsibility for paying any such fees.

9 Liability in case of damage, theft, and fire

Client is considered responsible in case of fire, damage or theft of the vehicle, even in the case that the car is found at a later date. The value of the vehicle is comparable to its stated value in the Magazine "Quattroruote" at the time of the event. If the event takes place during the first six months of life of the vehicle, the value will be determined as its list price. Client responsibilities include repair costs, loss of value to the vehicle, non-rentability of the vehicle, towing fees, deposits and administrative costs, as well as any claims for damages caused by the vehicle, as indicated in the *Vehicle Damage Chart Charges*, (available to the Client upon request at the Rental location), which includes cost of materials, labour, and non-rentability due to repair times.

To the guardian aim of the Lessor from swindle or theft risks, they can be installs to you on the vehicles satellite dispositives in a position to finding the location of the vehicle and the speed or the behavior to you of guide. The Lessor reservoir to communicate themselves such gives to you to Judicial authorities, Insurance Companies, Studies Lawyers and Societies specialized in the prevention and management of the thefts and the damages and to use some or to make some to use the contents for every action to own protection.

The responsibility for theft and fire is limited to a maximum amount, except in case of fraudulence or gross negligence on the part of the Client or the driver, which varies with the rental's vehicle group and is indicated as "deductible". Deductibles are indicated in the *Maggiore Rate Brochure*, with a reference to each vehicle group. In the case of a stolen car being found at a later date, damage will be calculated as the "Standard" daily rental rate until the vehicle is found and delivered, within deduction limits, except in the case of damage to the vehicle within damage deductible liability limits.

The rental charges include limitation of responsibility, which is indicated as "**Theft Protection**" (**T.P.**) and affects the fees due in the percentage indicated in the *Maggiore Rate Brochure*.

Client responsibility for theft and fire can be further reduced or completely removed, except in case of fraudulence or gross negligence of the driver, by requesting the option "**Super TP Protection**" (**S.T.P.**). The rental charges will be fixed according to vehicle group, considering the terms of liability exclusion/reduction, in accordance with the *Maggiore Rate Brochure*.

The special conditions for the applicability of S.T.P are defined in the *Maggiore Rate Brochure*.

In both cases, liability limitation is **not to be considered as an insurance policy**, it does not reduce or exclude Client's financial liability.

In case of total theft or fire of the rented vehicle, Client will be charged for the same quantity of fuel as indicated on the rental agreement at pick up time.

Client's responsibility in case of partial theft and fire is regulated in accordance with the following explanation of "**Damages**".

In all cases of total or partial theft or fire, the Client is obliged to report the occurrence to the local authorities and hand over the original copy of the Police report to the nearest Rental location within 48 hours of the event and to collaborate with the Lessor in the resolution of any judicial proceedings. In case of non-compliance with these terms, all of the mentioned liability limitation is automatically non effective.



Any limitation of responsibility (T.P. or S.T.P.) shall have no effect or validity in the case of total theft, if keys are not returned, or in case of theft or damage to tires, see above as far as Police statement and notices are concerned as well as the consequences derived from non-compliance with the terms in Conditions for Driving and Use in Article 6 and the current General Conditions.

Except for the case of fraudulence or gross negligence of the Client or the driver (including third-parties), responsibility is limited in the case of damages due to accidents, wrecks, theft or partial theft as well as fire or partial fire, to a variable maximum amount which depends on the rented vehicle group and is indicated as "deductible". Deductible costs are indicated in the *Maggiore Rate Brochure*, with a reference for each vehicle group.

The rental charge includes a limitation of responsibility, which is indicated as "**Collision Damage Waiver**" (C.D.W.), and affects the amount due as indicated, see the *Maggiore Rate Brochure* with a reference for each vehicle group.

Client will not be charged for the deductible if he/she produces a CAI form correctly subscribed between both parties (amicable accident report) of the accident, if the responsibility of the counterpart is clearly indicated.

Client's responsibility in these cases can be reduced or eliminated, except in the case of fraudulence or gross negligence of the Client or the driver, by undersigning the option "**Total/Partial Collision Damage Waiver**" (SKO).

Special conditions regarding the applicability of the SKO option are defined in the *Maggiore Rate Brochure*.

The rental fee will be fixed, taking into consideration the terms of liability exclusion or reduction as indicated in the *Maggiore Rate Brochure*, with reference to each vehicle group.

Both CDW and SKO are in any case **not to consider as insurance policies**, but liability limitations that reduce or exclude the Client's financial liability.

It is the responsibility of the Client to report any and all accidents within 24 hours of the event, to the nearest Rental location, filling out and sending the appropriate report, otherwise any additional deductible signed becomes ineffective (SKO or equivalent). The Client is liable for any damages caused to the Lessor for non-notification of the event or for late notification. For further information see the Contract Documentation.

At the moment of the accident, it is the Client's responsibility to obtain all of the proof necessary to indicate fault. To this end, the Client must: (i) call the appropriate authorities and ask for a report by the Police, Carabinieri, or Vigili Urbani; (ii) ask for the names and addresses of any witnesses present; (iii) collaborate with the Lessor in any subsequent lawsuits brought about by the accident, even if requested at a later time.

Any limitation or exclusion of responsibility (CDW, SKO) shall have no validity in case of damages caused voluntarily or due to negligence, damage to vehicle inner, damage caused to the roof or to the camber of commercial vehicles, as well as for damages caused by miscalculating the height of the vehicle or of objects sticking out from the vehicle, for damages or theft of tires and wheels and any damages caused by misuse or not observing the rules in Driving the Vehicle and Conditions for Use including Article 6 and the present General Conditions.

10 Responsibility of the Lessor

The rental agency is excluded from any and all liabilities and damages due to malfunctioning of the vehicle, late or non-return of the vehicle, consigning a vehicle from a different vehicle category than initially reserved, damages to goods or damages of any other kind, except in case of fraudulence or gross negligence of the rental agency.

The Lessor is also excluded from any liability for damage to objects transported in the vehicle or present in the vehicle on its return, except in cases of fraudulence or gross negligence.

11 Expenses

The Client is responsible for paying the Lessor the following expenses:

- A. The rental fee, which is established in the Contract documents and depends on the following calculations. (I) type of vehicle; (II) the length of time that the vehicle is used until its return; (III) kilometres travelled; (IV) the tariff used by the Lessor; (V) the value related to limitation of liability or damage liability agreements aforementioned in Article 9, is listed on the invoice for administrative purposes only; (VI) the acceptance of the "Super TP Protection" S.T.P. and/or "Total/Partial Collision Damage Waiver" SKO options; (VII) request of insured vehicles with total coverage and/or partial coverage different than the RCA policy provided; (VIII) administrative cost of every invoice for the sum indicated in *Tariffario Maggiore* (IX) any ulterior requests by the Client. The rental charges must be paid as stipulated in the Contract Documents regarding time and modality.
- B. Reimbursement of any fees involved in vehicle collection, if the vehicle is not returned to the agreed point, for any reason whatsoever
- C. The sum of any fines or penalties incurred by the Client or the rental agency for violation of the driving code or other applicable laws, committed during the rental period;
- D. Any sum owed with regards to contract documents (including but not limited to: refuelling, one-way rentals, replacements, after-hour services, supplements, penalties and/or fines);
- E. All charges due to damage claims and/or expenses and/or reimbursement due for the liabilities agreed to in signing the Contract;
- F. A penalty fee for goods and/or objects left in the vehicle at the time of its return, equal to the sum required to remove and deposit the materials, plus the "Standard" daily rental rate of the vehicle (listed in the *Maggiore Rate Brochure*) for every day of non-rentability of the vehicle until the materials are removed, when aforesaid materials cannot be immediately removed or if removing them could be a hazard.

Clients in possession of a credit card from an approved financial institution authorise the rental agency to debit the relative sum of the fees regarding rental, including those listed in the Contract documents and any fees incurred by the Lessor in recuperating the aforesaid fees.

In case of odometer malfunction or theft of the rental vehicle, the kilometres driven will be calculated according to the provisions listed in the Contract Documentation with the price per kilometre as indicated in the *Maggiore Rate Brochure* in vigour at the beginning of the rental .

12 Various

Possible expenses sustained for the rented vehicle, if previously communicated in detail and authorised in writing by the Lessor, can be refunded if the Client submits a registered invoice to Maggiore Rent spa for the amount specified.

Replacements:

In case of vehicle malfunction or even on simple request by Maggiore Rent Spa, the vehicle must be delivered to any location of the Lessor, where the Client can obtain a replacement vehicle, upon availability at no extra cost; unless the Lessor, at its own discretion, decides not to deliver a replacement vehicle for insolvency, theft, fire or serious accident of the rented vehicle, independently from what caused or gave rise to the event.

Substitutions will be made with a vehicle from the same vehicle group. In case of unavailability, the substitution may occur with a vehicle from a lower or higher category; all reductions or increases indicated in the *Maggiore Rate Brochure* apply.

In the case of vehicles with a 7 to 9 person seating capacity, the substitution may occur with one similar vehicle or with two cars, without any fee owed by the Lessor.

For commercial vehicles, vehicle substitution is not provided abroad.

Free services:

- 24 hours a day free road assistance service in Italy and abroad through the "**Maggiore Assistenza Stradale**" service, except in case of malfunction due to fraudulence or fault of the Client; in the case of assistance request, the Client must communicate any and all relevant information to help understand the nature of the malfunction and to help find a quick and easy resolution to the breakdown, remain together with the vehicle until the road assistance service is provided, and sign the apposite documents.
- Costs for collection or replacement, when authorised by the Lessor, except in cases of malfunction due to fraud or fault of the Client. Replacement service is not available for commercial vehicles abroad;
- "Carta Verde" abroad

Services requiring payment

- Supplemental charge for any rental beginning in Italian airports and railway stations (see the *Maggiore Rate Brochure*);
- Supplemental charges and services foreseen in this document, as applicable;
- Fuel and V.A.T.;
- Invoice's administrative costs;
- Consumable Fluids related to mileage driven (including, but not limited to: oil, radiator fluid, windshield fluid);
- Traffic fines or other sanctions incurred while in possession of the vehicle independently from who was driving it (art.116 sub.12 of the Highway Code).
- Highway, parking and other tolls.
- Repair costs in case of tire hole.
- Road tax surcharges per each rental day (maximum per 18 days per month) based on the prices listed in the *Maggiore Rate Brochure*.
- For special vehicles subject to guaranteed reservation, a penalty will be applied if the Client cancels the booking without a 48 hour prior notice, penalty fees are listed in the *Maggiore Rate Brochure*.

13. Optional insurances

The Client may sign up for optional insurance coverages such as Personal Accident Insurance (PAI)/ Personal Travel insurance (PTI), as specified in the *Maggiore Rate Brochure*.

11 Extra Equipment and Services on request

a. Accessories

Infant, baby seats

Snow chains

Ski-racks

GPS navigators

For aforementioned accessories the applicable supplemental charge listed in the *Maggiore Rate Brochure* will apply.

b. Out of Hour Service

Should vehicle be picked-up or returned out of office opening hours and the presence of an employee is needed, an extra charge listed in the *Maggiore Rate Brochure* will be applied.

c. Delivery or Collection:

In case of delivery or collection out of the Rental Location a charge applies and it is indicated in the *Maggiore Rate Brochure*, thus said charges will be doubled if outside the Rental location's opening hours.

Note: All charges and terms are subject to change without prior notice.

15. Reimbursement Clause

Violation of even a part of Article/s 1,2,6,7,8,9 and 11 gives the Lessor the right to dissolve the Contract according to Article 1456 of the Civil Code as well as the right to sue for damages.



16. Competent Court Authority

The rental agreement and Contract are regulated by Italian law.

For any controversy arising from the conditions and terms regulated in the "Contract Documents," the only competent court authority is that of the legal headquarters or residence of the Lessor.

17. Translation

In case of disparity between the Italian and English version of the documentation, the Italian version stands, in as much as the English version is a mere translation.

18. Interpretation

Terms and conditions of the present contract deemed ineffective or non-valid, whether in whole or in part, will be considered non-applicable, but all other conditions shall remain valid and applicable.