



## GENERAL CONTRACT TERMS AUTOVIA-ECOVIA

### 1. DEFINITIONS.

Lessor: the hire company that leases out vehicles named Autovia S.R.L., with head office in Via del Brennero 140, 38121 Trento TN, Fiscal Code 03200690372, V.A.T. No. 01779501202, Company Registration No. 221571; Customer: the contracting party, a natural or legal person, whose exact details are identified in the title page of this document (Leasing Contract) which, duly undersigned, forms an integral and essential part of it; Party or Parties: impersonally, separately, or jointly, Lessor and Customer; Contract: jointly, the present General Contract Terms and the Leasing Contract, duly completed and under signed; Hire: service by which the Lessor, for valuable consideration and additional terms, as described in the Contract, places at the Customer's disposal, for his needs, the vehicle as described in the Leasing Contract. Car and/or Vehicle: the means of transportation, as described in the Leasing Contract, by which the Hire service is guaranteed. Driver and/or Second Driver: the persons, even if different from the Customer, authorized to drive the Vehicle, if they are identifiable by means of the Leasing Contract and if they are in possess of suitable driving licenses. It is forbidden to drive the vehicle for any person not mentioned to the Lessor. Insurance coverage: the hired vehicle is covered by Third party liability insurance, in accordance with the provisions of law of the country in which the vehicle is registered, with a unique maximum coverage higher than the legal limits. The insurance policy does not cover damages suffered by the driver. Each additional insurance coverage must be specifically agreed between the parties and included in the title page of this contract. Price list: detailed description of costs and services, including insurance services, relative to the Vehicle Hire, exposed in the Lessor's stations read and accepted by the Customer, indicated prices, costs and amounts are all non-comprehensive of VAT.

### 2. SUBJECT OF THE CONTRACT.

2.1. By undersigning the Leasing Contract, the Lessor is committed to rent to the Customer the Vehicle, subject of the present Contract, according to the terms and conditions as mentioned below.  
2.2. The Lessor will fulfill the necessary preparations in order to permit the Customer to use the Vehicle in full and efficient way. The preparation of the Vehicle consists in the functional inspection of the Vehicle. The Lessor in any case is obliged to provide the car with full fuel tank, required security equipment (e.g. reflective jacket, reflective triangle, a spare wheel or a wheel repair kit), as well as regular mandatory Third-party liability insurance coverage, for which the Lessor is obliged to deliver the relative certificate, a copy of the insurance sticker and the green card, along with the copy of the vehicle registration document.

### 3. DELIVERY AND RETURN OF THE VEHICLE.

3.1. The contractual relationship begins on the date and at the hour of the vehicle's delivery to the Customer and concludes on the date and at the hour of the vehicle's return to the Lessor. 3.2. The Customer declares, before overtaking the custody of the vehicle, to have examined the vehicle recognizing that it is in perfect conditions of usage and maintenance (apart from regular wear), that the equipment and all mechanical and electronic systems are efficient, that the vehicle is equipped with all safety equipment and registration and insurance documents. Before using the vehicle, the Customer is obliged to promptly advise the Lessor of any vehicle anomalies and damages which were not detected by the Lessor at the time of delivery to the Customer and to make them report in writing through an explicit indication in the "Damage Discrepancy Form", that is integral part of the present contract. To this purpose, the Customer is invited by the personnel responsible for the check-out to thoroughly and attentively control the vehicle and to indicate the presence of any further damage considering the already listed damage in the check-out form, i.e. the major extent of the damage already present, in order to report such damage in the specific Damage Discrepancy Form. The customer is invited to take pictures and/or to make videos on the pick up before taking over the vehicle and eventually to upload the evidence to the file relative to the rental contract and accessible through the smartphone app, and to check the car locks actually inserting the key to make sure that these do not result damaged. The Customer is authorized to keep such photographic and/or video evidence, whereas any eventual damage discovered upon the return of the vehicle cannot be disputed and is considered as new and deriving from the rental in question. Any extra damages at return will be charged to the Customer. All damages, vices and anomalies that are not disclosed upon the delivery of the vehicle but are verified upon the return, will be stated in the section named "Check In". At the conclusion of the contract and in particular at the return of the vehicle, the Customer is obliged to wait for the Lessor's staff to perform a final check of the final use and maintenance conditions of the vehicle, that could last for a maximum of 60 minutes. Whenever, at the moment of the return of the vehicle, any disagreement about the presence of vices, anomalies and damages should arise, the latter will not be charged to the Customer only if they are included in the "Check Out" and "Damage Discrepancy Form" of the present contract. The costs necessary to repair vices, anomalies and damages verified at the moment of the return of the vehicle will be communicated to the Customer within 90 days from the moment of the return of the vehicle, by e-mail to the customer's e-mail address. E-mail address provided to the Lessor at the moment of the delivery of the vehicle. The Customer is responsible to communicate correctly his own contact data and identification data. In case if no objections should be expressed by the Customer, i.e. the objections raised should be not circumstantial, i.e. not substantiated by documentary or actual evidence, the Lessor will proceed with the charge to the credit card for which the Customer has previously given his authorization with undersigning the present contract. The Customer can always apply for the dispute procedure regarding the charges made to his/her own credit card, in accordance with the contract concluded by the last for the credit card emission, in case the Customer considers such charge as illicit, that is executed inconsistently with the present general terms of the rental contract or not complying with the law in force, considering that an unjustified dispute determines the contractual responsibility of the Customer towards the Lessor. The same procedure and the same admonition are applied to all the cases in which the Lessor should proceed with the charges at the expense of the Customer stipulated in the present general contract terms. The expenses to estimate the entity of damages, vices and anomalies will have a fixed cost of Euro 50,00 that will be added to the repair costs and the technical stop (standstill). Further details about repair costs are available at art.5 of the present contract. 3.3. The Vehicle can be driven by the Customer or, if such was explicitly indicated in the present contract, by the "Second Driver", only if both are minimum 18 years old and maximum 75 years old and are in possession of a valid driving license (released at least 12 months before the date of the present contract). The following additional fees can be applied: Euro 50,00 for drivers under 24 years and Euro 30,00 for drivers over 75 years. Driving licenses in non-Latin characters (Arab, Chinese, Japanese, Cyrillic etc.) must be accompanied by an international driving license. Furthermore, it is hereby specified that Autovia reserves the right of not supplying the vehicle in case it considers that the documents provided by the Customer are insufficient and/or untrue and/or anyhow modified/forged. It is forbidden for any person, other than authorized by Autovia, to drive the vehicle. The Customer is obliged upon receiving the vehicle to observe the normal care (ex art. 1587 and art. 1176 c.c.), failing which the Customer bears total legal responsibility. In any case, the vehicle could not be used for: a) the illegal transport of goods (smuggling, narcotics, dangerous goods, etc.); b) the transport of passengers for money; c) illicit purposes and any kind of speed competition; d) travel abroad except the cases previously authorized by Autovia; e) sub rental purposes and / or careless outsourcing for any reason; f) driving under the influence of alcohol and/or drugs, unconscious, in abnormal physical conditions and/or against the Road Code. 3.4. The vehicle is delivered to the Customer as per check out and must be returned in the same condition in which it was delivered (apart from regular wear), to the offices of Autovia, in the reserved stalls, within the day and time indicated in the present rental contract. Whenever Autovia should call back the Vehicle back, prior to the expiry date of the present contract, due to its own administrative or business necessities, the driver is obliged to return the vehicle to the delivery station or to any closest Autovia location, within and not beyond 72 hours from the request, otherwise a penalty to compensate any damages caused by failing to return the vehicle in the foreseen time. Referring to normal return of the vehicle, this is to be done on the day and at the time specified in the present Contract. The Vehicle must be returned during the station's working days and opening hours indicated on the front page of the Contract. Upon return, the Customer is obliged to request for Lessor's employees to undersign the "Check In" form where the actual state of the Vehicle and fuel level should be reported. If the above-mentioned signature is missing or if the return of the vehicle occurs when the station is closed for the public (out of opening hours), the Lessor's declarations regarding the actual state of the vehicle will be valid and tacitly accepted. In case the car presents damages/defects/anomalies at the moment of the return, Autovia will properly inform about it the Customer sending pictures and a relative estimate executed by a certified independent entity via e-mail. In case the Customer does not answer within 3 days to the above-mentioned e-mail, Autovia reserves the right to proceed charging the Customers the compensation penalties (damage estimate, accident administrative management fee, Vehicle's standstill, cost of production of damage estimate, depreciation of the Vehicle) to the Customers credit card as stipulated by the art. 3.2. Whenever the authorized deposit amount should be insufficient to cover the above-mentioned costs, Autovia is authorized to request the outstanding amount and to charge it to the same credit card or directly to the Customer. 3.5. The Vehicle is to be returned to the rental station, requested and indicated in the Leasing Contract upon signing the present Contract, on the date and time as indicated in the reservation. Whenever the Customer wishes to modify the return's conditions (place, date and time), he must obtain the Lessor's previous approval in written form sending his request at least 24 hours before the date stipulated for the return. In absence of any authorization, and once 59 minutes of the tolerance time limit after the agreed return time are exceeded, the extra days will be charged according to the highest daily rate corresponding to the car group according to the price list available at the counter. In case the return happens in a rent point located in the Italian territory but different from the one arranged in the reservation without the explicit consent of the Lessor's staff, the Customer is obliged to pay a penalty, anyway respecting the article n. 7 of the present contract. The vehicle can be returned in a foreign country only with the explicit authorization of Autovia in the reservation phase. This service is subjected to special tariffs that will depend on the specific country, as mentioned in Terms and Conditions. 3.6. If upon the return of the vehicle, the vehicle's keys are not handed in due to their loss or for any other reason, or if they are handed in damaged or not functioning properly for any reason, the Customer is obliged to pay a compensation penalty as stated in the Art. 6.8, unless it can be proved that the damage derives from a cause that cannot be imputable to him as in art. 1588 of the Civil Code of Italy. The same compensation penalty is to be applied in case of loss/deterioration of the car number plate, the registration documents and equipment of the vehicle itself.

### 4. HIRE SERVICE PAYMENT WARRANTY

4.1. The Customer and/or the driver and/or the tax invoice recipient must provide to the Lessor valid warranty forms for the payment of the service as well as for all additional costs. The Customer and/or the driver and/or the tax invoice recipient can provide the above warranties through Credit card/ prepaid card, cash deposit, debit card or special client's cards issued by Autovia. The Customer and/or the driver and/or the tax invoice recipient authorizes the Lessor to block the whole warranty amount, determined at the moment of the delivery of the vehicle and indicated in the section "Credit Card Warranty", on the credit card indicated in the present contract. 4.2. The Customer and/or the driver and/or the tax invoice holder authorizes Autovia to block directly on the credit card indicated in the contract the amounts related to fines and processing fees, parking expenses, road tolls, missing accessories, smoking odours deriving from cigars or cigarettes, refueling, insurance excesses for damages or theft, mechanical, upholstery or car body damages incurred during the hire period and revealed upon the return of the car, cleaning expenses. 4.3. It is not possible for the Customer and/or the driver and/or the tax invoice recipient to object any of the stipulated amounts charged on the credit card. 4.4 The Customer authorizes Autovia, in case of the deposit made with a debit card, to reimburse the deposit in 30 days after the end of month relative to the contract's closure unless a damage or accident event was verified as stipulated by the art. 3.2 and 6.6. The customer is held liable for the payment of the extra service "banking fees" as foreseen by the above guarantee form. 4.5 In case of the payment delay the interest will be applied at the interest rate stipulated by D.LGS 231/2002 as well as relative debt recovery expense (with R.I.B/bank transfer/Rid).



## 5. LESSOR'S DUTIES.

5.1. The Lessor is committed to deliver the Vehicle in perfect conditions and suitable for the agreed use, as recognized by the Customer by underwriting of the Leasing Contract, and complete with the equipment as per art. 2.2. 5.2. The Lessor is obliged to reimburse to the Customer only those repair costs and expenses incurred by him during the Hire period due to the vehicle's breakdown, that were both authorized by the Lessor in written form and for which a tax invoice expressly addressed to the Lessor was produced. The Lessor is not obliged to reimburse the repair costs or expenses born by the Customer, if these were not authorized previously in the written form. 5.3. The Lessor is obliged to guarantee to the Customer a substitution of the vehicle circulating on the national territory in case of any mechanical breakdown or a breakdown due to an accident incurred during the validity of the present contract; the substitution will not cause any change in the economic terms of the original contract, except the case when any specific request should be made by the Customer that would cause a substantial change of the service content. The substitute vehicle will be delivered to the Customer only and exclusively in the Lessor's rental stations. If the damage and/or breakdown that resulted in the technical standstill of the vehicle derives from the negligence or malpractice of the Customer/ driver, the Lessor can immediately dissolve the contractual relationship for the just cause. In case of the vehicle circulating in a foreign country with the expressed authorization of the Lessor, the substitution can be provided through the Lessor's partners, only if the "Cross Border" accessory policy was acquired for the total rental period. This last warranty form cannot be provided if the vehicle is already present in a foreign country without the Lessor's authorization. 5.4. The Lessor warrants the Third Party Liability obligatory insurance coverage of the Vehicle for any damage caused to persons, including transported persons, among them family members, animals and things, equal to the limit of liability within the limits imposed by the law and the regulation in force in the country where the vehicle is registered for each single event, which validity is subject to the essential condition that the Vehicle is being driven, at the time of the accident, by one of the persons specified in the Leasing Contract. 5.5. The Lessor has no responsibility of any goods or things found in the Vehicle after its return. 5.6 At the Check-out, the Lessor will give to the Customer the document "Road Assistance" with the number to call the assistance in case of breakdown.

## 6. CUSTOMER'S DUTIES – ROAD TRAFFIC ACCIDENTS – DAMAGE AND FIRE COMPENSATION.

6.1. Overtaking the vehicle at the moment of the check out, the Customer takes the vehicle into his custody and becomes its bailee. The Customer is obliged: a) to verify the vehicle's conditions of use and maintenance at the moment of the delivery; b) to verify the presence on board of security equipment and registration/insurance documents, as well as "Road Assistance"; c) to watch over the vehicle with the best care and diligence; d) not to smoke and/or to consume food inside the vehicle; e) not to transport domestic animals in absence of the Lessor's specific written authorization, and in every case respecting art.169 of the Highway Code of Italy; f) not to transport goods and/or objects not included in the vehicles intended use; g) to drive the vehicle in full compliance with the traffic law; h) to return the vehicle to the Lessor at the end of the Hire period fully refueled or with the same fuel level as indicated in the beginning of the rental; i) to take care of the ordinary maintenance of the vehicle during the hire with due care and diligence, including periodical check-up of the fluid levels (water, engine oil), pressure and tire wear, brake system, lighting system; j) to pay any fine and/or traffic law violation notified to the Customer during the hire contract and to communicate it to the Lessor at the moment of the return of the vehicle. If the violation is notified directly to the Lessor and can be referred to the hire period in question, it will be processed by the Lessor with an additional fee charged to the Customer as compensation penalty equal to 60,00 Euro. k) to pay all highway tolls (as well as other expenses such as parking fees, fuel costs etc.) referred to the hire period. If those costs are requested to the Lessor, and they are attributable to the hire period, they will be processed by the Lessor with an additional cost for the Customer of 30,00 Euro; l) not to drive or to use the vehicle out of the national territory without prior written authorization of the Lessor, whenever the Lessor should authorize the Customer to travel to the following foreign countries: GERMANY, SAN MARINO, FRANCE, SPAIN, SWITZERLAND, AUSTRIA, CROATIA, SLOVENIA, BELGIUM, LIECHTENSTEIN, NETHERLANDS, LUXEMBOURG. the Customer accepts the additional cost of "Cross Border" additional policy as per contract. Acquiring the "Cross-Border" additional policy the Customer will have guaranteed street assistance for the whole duration of the rental; m) not to drive or anyhow to use the vehicle outside the national territory, in the countries where the Green Card of Third Party Liability insurance coverage is not valid, and thus any direct or indirect damage deriving from the road circulation is to be reimbursed; n) to provide any useful information, including reserved private information, for all the communication regarding the contract; o) not to transport on the vehicle goods and/or passengers against payment of a fee; p) not to sub-rent the vehicle to third parties if not explicitly authorized by the Lessor; q) not to push or pull other vehicles or objects with the vehicle; r) not to allow to other drivers to drive the vehicle in absence of a driving license valid for the country in which the vehicle is circulating; s) not to drive or to allow to drive the vehicle under the effect of drugs, narcotics, alcohol, or psychoactive substances; if the vehicle is driven by people that are not in possession of psychophysics requisites, it is the Customer's duty to provide evidence that the vehicle was driven against his/her will; t) not to use the vehicle for speed challenges, races, or any speed competition or in general for each purpose against the national law of the country where the vehicle is driven. 6.2. The Customer declares to be responsible for all direct and/or indirect damages, present or future, caused to the Lessor or to third parties by the non-fulfillments of the obligations as per Art. 6.1. 6.3. In any case the Customer is obliged to refund the Lessor for damages deriving from: a) technical standstill of the vehicle necessary to perform at repair works deriving from the Customer's negligence and/or responsibility; b) costs sustained by the Lessor for the vehicle recovery by a tow truck and/or for its recovery from a foreign country; c) for damages to third parties and passengers for amounts exceeding those foreseen by the law; d) for damages to the driver; e) for damages to goods and luggage in the vehicle; f) for damages caused in any way to: electromechanical parts and components, roof, internal parts, underbody, frame, wheels, locks, windshield and windows, tarpaulin or box body, collisions without a counterparty, vandalism, weather conditions. g) The Customer is also obliged to partially reimburse the vehicle's standstill, paying daily compensation for each day of the vehicle's standstill equal to the daily hire fee, until it is recovered. 6.4. In case of the vehicle's breakdown the Driver is obliged to contact the roadside assistance indicated by the Lessor and to inform the latter of the breakdown within maximum 12 hours. 6.5. Moreover, the Customer is obliged, in the case of an accident caused under his own total or partial responsibility or an accident without a counterparty to compensate the Lessor for any damage to the Vehicle. The vehicle is covered by Third Party Liability insurance and against damage to animals and objects within the limits imposed by the law and according to the regulations in force in the country where the vehicle is registered. In case of a car accident, the Customer is obliged to pay to the Lessor a compensation penalty corresponding to the value of the vehicle and/or of the damages incurred due to it. 6.6. The Customer can limit or to annul the amount of the damage he is responsible for up to a maximum value predetermined as a rate, by purchasing the CDW (Collision Damage Waiver) service. The service SCDW (Super Collision Damage Waiver) and the SCDWE (Super Collision Damage Waiver Extra) cancel the penalty damage compensation for the Customer, the service LCDW (Lowering Collision Damage Waiver) reduces the penalty compensation of the damage provoked. The CDW, SCDWE, SCDW and the LCDW are applied in case of an accident with other vehicles. Insurance Coverages: Freedom: SCDWE/STW (Super Collision Damage Theft Waiver Extra - Elimination of the damage and theft allowance, tire and glass package, Pai, road assistance, roof); Easy: SCDW/STW (Super Collision Damage Theft Waiver - Elimination of the damage and theft allowance); Basic: LCDW/LTW (Lowering Collision Damage Theft Waiver - Reduction of damage and theft allowance); Limited: SCDWE/TW (Super Collision Damage Waiver Extra - Elimination of damage allowance, tire and glass package, Pai, road assistance, roof); One: LCDW/TW (Collision Lowering Damage Waiver - Reduction of the damage allowance). One Plus: SCDW/TW (Super Collision Damage Waiver - Elimination of the damage allowance). The Lessor reserves the right to hold invalid acquired insurance coverages, if there was present any gross negligence on behalf of the Customer. In case of an accident without a counterparty, the responsibility for the caused damage is exclusively payable by the Customer and/or driver. The Customer shall be in any case responsible for damages against the vehicle due to incorrect use and deriving from a disproportionate wear due to the mileage run during the hire time or for any other use in breach of law or regulations. In case of an accident caused by the Customer, even in the case of a purchase of the insurance coverage, the amount of Euro 150,00 shall be charged as reimbursement penalty for the administration of the accident, damage and technical standstill. 6.7. The Customer, in case of damages caused to the vehicle, is responsible beside the reimbursement penalty also for the cost for production of the damage estimate and technical standstill. This cost is equal to Euro 50,00 plus the actual damage and the technical standstill. In case of accidents, the Customer is obliged to protect the interests of the Lessor and his insurance company and, among other things, commits himself to: a) provide names and addresses of the parties and the registration numbers of the vehicles involved in the accident, as well as the personal details of any witnesses; b) immediately inform the Lessor of the accident by phone, also in case of insignificant damage, sending a detailed report complete with a scheme. According to art. 1913 of the Italian Civil Code and L. 26/02/77, No. 39, the Customer is obliged to report the accident to the Lessor through a unilateral report or an accident report form signed by the drivers involved in the accident, within 3 days. Failure to comply with the above obligation by the Customer will render void the additional service SCDWE, SCDW, LCDW, which were undersigned by him; c) immediately inform the police authorities if third-party ascertainties are needed or whether there are any casualties. In no case does the Lessor guarantee the replacement of the cargo vans and absolutely forbids their expatriation, unless it is expressly authorized by the renting station. 6.8 The Customer acknowledges that the hire shall be completed at the date and time when the vehicle is received, along with the keys, by the Lessor, and that failure to return them at the end of the hire time is subject to a charge of Euro 395,00; while in the case of loss/deterioration of the car number plate the cost will be Euro 295,00. Furthermore, it is understood that, if the return of the vehicle and the keys is authorized by the Lessor during the closing time of the hire station, the hire shall terminate at the date/time of the reopening of the hire station. 6.9. The Customer is obliged to use the antifreeze additive when necessary and required due to weather conditions. The Customer must refund the Lessor for all damages relative to the eventual fuel freezing and to the rescue expenses, hereby comprehending those deriving from an eventual technical immobilization, also in case of undersigning the collateral warranties SCDWE, SCDW, LCDW. Furthermore, the Customer is obliged to use the snow chains (always present in the vehicle) where it is requested by law. 6.10. In case of introduction of non-suitable fuel for the engine of the vehicle, the Customer will be responsible for all damages and costs deriving from the rescue of the vehicle, including the potential cost of a technical immobilization, therefore, the Customer is obliged to pay also in case of undersigning the collateral warranties SCDWE, SCDW, LCDW. 6.11. In case of damages relative to electromechanical parts and components, internal parts, underbody, frame, locks, tarpaulin or box body the Customer is obliged to refund the Lessor for all administrative expenses, the repair and reactivation costs, the potential cost deriving from the technical immobilization, regardless of the limit charged as compensation penalty and of the subscription of the collateral warranties SCDWE, SCDW, LCDW. 6.12. In case of accident with or without counterparty, the Customer is obliged to provide a detailed report about the events that caused the accident and, consequently, the damages to the vehicle. In absence of such report and/or in case of partial disclosure and/or incomplete fulfillment of the CAI (friendly accident report) form and/or in absence of a regular legal notification forwarded to competent authorities (for damages deriving from partial/total thefts, total/partial fire, acts of vandalism, damages to lock systems), the Customer remains responsible for the entire damage caused to the vehicle, administrative expenses cost, technical stop, for an amount which is determined according to the official tariffs in place, equal to the amount due if the rent service was performed for the time necessary to repair the vehicle and to receive the necessary spare parts. In this case the payment of the hire service is due until the date of delivery of a copy of legal notification according to the rates stipulated in the present Contract and depending on the limit charge as reimbursement penalty or the subscription of the collateral warranties SCDWE, SCDW, LCDW. 6.13. The Customer is anyhow responsible for any damages to lock systems, even in case of undersigning the collateral warranties SCDWE, SCDW, LCDW. 6.14. The Customer is responsible for any damage caused by vegetation regardless of the subscription of the collateral warranties SCDWE, SCDW, LCDW. This kind of damages is similar to Customer's negligence in driving the vehicle on country roads or in places where the vegetation could cause scratches or damages to the vehicle. The Customer has to refund the Lessor for each caused damage. 6.15. The Customer is responsible for any damage caused by acts of vandalism, even in case of undersigning the collateral warranties SCDWE, SCDW, LCDW. 6.16 The Customer is obliged to return the vehicle on the date and the time indicated in the present rental contract, unless otherwise agreed in writing. By tacit agreement the rental contract is renewed and the rental payments are to be made every 30 days for the maximum of 90 days. On the expiry of 90 days the Customer is obliged to present himself in one of the Autovia's hire stations of his choice and to stipulate a new rental contract, if necessary, the vehicle can be changed. Whenever the Customer fails to present himself upon the expiry of prescribed 90 day, the Lessor will send an AR registered post or certified e-mail (PEC) for the contract's dissolution proceeding subsequently with a relative bill of complaint / lawsuit. The Customer and/or Driver results exclusively responsible in case of caused non-observance for the Lessor of the articles 94, comma 4-bis, c.d.s. (Traffic Code) e 247-bis, comma 2, let B) of the d.P.R. n. 495/1992.



## **7. RETURN OF THE VEHICLE - COMPENSATION PENALTY FOR LATE RETURN.**

7.1 The Customer is obliged to return the Vehicle in the place, on the date and the time indicated in the Rental Contract or, however, as soon as the Lessor may request it, with the same accessories and in the same conditions it was received, except for ordinary wear and tear. Non-performance of the obligation to return the vehicle on the date, time and place indicated in the rental contract represents the cause for the contract's dissolution as per art. 1456 c.c. The Lessor's declaration of the intention to use the resolutive clause can be expressed via certified e-mail (PEC) or AR registered post and/or telegram to the address provided by the Customer on the moment of the signing of the present contract proceeding subsequently with a relative bill of complaint/ lawsuit for the Vehicle's misappropriation. 7.2 The Customer is obliged to advise promptly the Lessor of any delay or impediment related to the Vehicle's return. The delay of up to 59 minutes from the return time agreed and stated in the present contract is permitted without any additional charges. Further time extensions and/or renewals are to be agreed and reported in the contract by the Lessor. In case of missed detection of the Vehicle, breach of the contract, Customer's insolvency or unjustified delay in returning the Vehicle, the Lessor reserves the right to provide for the immobilization of the same through the satellite protection system, to make a legal notification of misappropriation of the vehicle to the competent authorities and to regain the possession of the vehicle in any way, even against the Customer's will. 7.3. If the Vehicle is not returned by the time and the date set in the Leasing Contract, the Customer is anyway obliged, except for the specifications in the previous art. 7.2., to pay a daily compensation penalty, which is equal to the full hire rate specified in the price list, unless a major damage took place. 7.4. The Customer is committed to pay to the Lessor upon return the agreed amounts, mileage rate charge, duration related charge, a possible additional charge in case of a return in a place other than the agreed place, V.A.T. and any other contribution in order to refill the fuel tank according to the rate indicated in the contract including a minimum fixed charge of Euro 25,00 for the refueling service, as well as the V.A.T. charge, and the amount corresponding to any fee or compensation penalty for late delivery. 7.5 The Customer is obliged to return the vehicle clean both inside and outside. Otherwise, the Customer is obliged to provide for the reimbursement of the expenses actually sustained by the Lessor for eventual cleaning and/or sanitation of the vehicle. The amount is determined at the sole discretion of the Lessor's personnel. The Lessor also reserves a possibility to charge higher amounts to recover the vehicle's hygienic conditions, whenever necessary. 7.6. If, upon return of the Vehicle, the mileage indicator results tampered or broken, the mileage rate is to be determined on a mileage basis of 300 km as daily average at the unit price per mile of Euro 0,39. The daily rate defines a period of 24 hours or a fraction starting from the time of delivery of the Vehicle to the Customer. 7.7. The Customer using a credit card for the payment of the Hire service, by signing the present Contract, authorizes to charge the above stated amounts to the corresponding current account. The cautionary deposit is mandatory and must be provided at the time of compilation of the contract before collecting the vehicle. If upon return of the vehicle any damage is discovered, the deposit in question is to be withheld by the Lessor as reimbursement foreseen by the present contract, granting the right to receive further compensation of the damage and application of the relative penalty and technical standstill cost. The damages are to be quantified according to the appraisals / estimates of experts appointed by the Lessor. Otherwise, the Lessor is to be compensated, totally or partially, with the amounts due to the Lessor for the hire service. The said deposit is to guarantee the receipt of both the hire and any eventual reimbursement penalties foreseen by the contract. The Lessor reserves the right, at the stipulation of the contract, to request the authorization of the deposit on the Customer's credit card to guarantee the total amount given by the vehicle hire amount and the reimbursement penalties as per contract. If the Customer accepts the service of elimination or reduction of reimbursement penalties at the stipulation of the contract, an authorization is to be requested to guarantee the amount of the hire and/or other extra services and/or reimbursement penalties. For any hire effected in cash upon authorization of the Lessor, the amount of the hire and the deposit and/or the reimbursement penalty shall be due in advance. 7.8. The Customer providing for the Hire payment by prepaid voucher is jointly obliged, with the institution issuing the voucher, to provide for the payment of every amount due by the contract in case such is totally or partially uncollectable. 7.9. Whoever undersigns the Contract in the name or on behalf of a third party is jointly responsible for the contractual obligations. 7.10 The Vehicle is to be returned to the parking spaces reserved to the Lessor, in case of parking the car outside the authorized spaces, the Lessor reserves the right to apply a fixed penalty fee of 50,00 as well as 0,65 Euro for each kilometre run from the unauthorized parking lot to the designated parking spaces. In any case any eventual cost sustained by the Lessor for unauthorized parking remain due by the Customer. 7.11. The procedures tied to the closure of the contract can last 60 minutes. 7.12. The Lessor is not responsible for the operations regarding the transfer to and from the airport as these are done solely as an act of courtesy.

## **8. DUTIES IN CASE OF ACCIDENT OR THEFT.**

8.1. In case of an accident, the Customer is: a) to inform the Lessor by phone and without delay, by completing in full and transmitting within 24 hours the friendly accident report (CAI) form undersigned by both parties, along with the documents delivered with the vehicle; b) to inform the nearest Public Security authority; c) to take note of the names and addresses of the persons and the registration numbers of the vehicles involved in the accident, as well as personal details of any witnesses; d) to provide the Lessor with any useful information; e) to follow the instructions the Lessor shall provide regarding the custody and repair of the Vehicle. 8.2. In case of the Vehicle's theft, the Customer is obliged to report the fact to the competent Public Security Authority and deliver an authentic copy of the report to the Lessor. In this case, the payment of the Hire service is due until the date when the report copy is provided, to the agreed conventional extent reported on the Leasing Contract. Along with the report copy, the Customer is obliged to return the vehicle keys to the Lessor, as well as the anti-theft remote control, if the Vehicle is provided with this accessory. 8.3. Theft: The Customer is responsible for the vehicle's value in case of theft and/or total or partial fire. He can limit the amount of due indemnity by purchasing the STW (Super Theft Waiver) or LTW (Lowering Theft Waiver). The Customer purchasing the STW can eliminate the theft excess, excluding the cases as following (theft in the regions at risk and/or fire): THE THEFT EXCESS REDUCTION OR WAIVER IS NOT VALID FOR THE THEFT IN THE REGIONS: CAMPANIA PUGLIA, SICILIA 8.3(A) in the aforementioned areas the theft excess will be increased by 30% respecting the theft excess indicated for the booked category of the vehicle on the title page of the present contract (1950,00 Euro in case of 1500,00 Euro of the standard theft excess, 3800,00 Euro in case of 3000,00 of the standard theft excess, 6500,00 Euro in case of 5000,00 Euro of the standard theft excess). It is possible to eliminate the Theft Excess in the regions at risk stipulating the Super Freedom (SCDWE/STW) policy. 8.4. The Customer and/or driver remain totally responsible for the vehicle's indemnity and for any eventual reimbursement penalties in case of failed return of the keys, even if he has purchased the STW and LTW services. The optional coverages shall be operative on condition that the Customer paid to the Lessor the service at the additional daily rate included in the price lists present in the Lessor's offices. The terms of all above mentioned policies can be viewed at the Lessor's head office. 8.5. In mutual interest, the Customers are requested to park the Vehicle in guarded areas. 8.6 In case of the car theft, whenever the vehicle is not found, the Customer is obliged to pay for 30 days of rental, which is the time necessary to complete the normal theft case, and the full tank of fuel, also in case of undersigning the additional warranties. If the vehicle is found before expiration of 30 days, the Customers is, however, obliged to pay the rental cost for the days before the vehicle is found and to reimburse any eventual damage to the vehicle. Additional costs employed for the vehicle's recovery can be charged, supported upon the Customer's request by the documentary evidence of the sustained expenses. 8.7 Elimination of the Economic Responsibility and other coverages. Insurance Coverages: Freedom: SCDWE/STW (Super Collision Damage Theft Waiver Extra); Easy: SCDW/STW (Super Collision Damage Theft Waiver); Basic: LCDW/LTW (Lowering Collision Damage Theft Waiver); Limited: SCDWE/TW (Super Collision Damage Waiver Extra); One: LCDW/TW (Collision Lowering Damage Waiver); One Plus: SCDW/TW (Super Collision Damage Waiver) Super Freedom: SCDWE/STW. 8.8 Options Extra-Accessories. In case of loss and/or damage of the accessories delivered in check-out phase, the Customer is obliged to compensate the Lessor the penalty reported on the front page of the rental contract in accordance with the accessories delivered.

## **9. MISCELLANEOUS.**

9.1. The present lease contract is governed under Italian jurisdiction; in case of any interpretation dispute between the Italian version and the courtesy translation of this lease contract, the Italian version prevails over other versions. 9.2 The Lessor, as it his own property is concerned, authorizes the Customer to use the Vehicle, for the purposes reported in the Contract, in all countries where the insurance green card is valid. 9.3. No amendment can be made to the Contract unless it is made in writing and with the approval of one of the Lessor's representatives, who has been appointed as a proxy. 9.4. In case of deferred payment, to be intended as such the one effected by the Customer any time after the Vehicle is returned, the Lessor is entitled to the interests for the deferred payment, to the extent specified in the Legislative Decree 231/02. 9.5. For anything not expressly disciplined by the Contract, the legal provisions apply. 9.6. Any changes, amendments, updates of the General Contract Terms, of the Leasing Contract and the Price List are to be transferred to the Customer in a suitable form in compliance with the law.

## **10. RESERVATIONS.**

The vehicle, when reserved, must be collected within three hours from the time agreed during the reservation. After this deadline, the Lessor does not guarantee the vehicles availability in the rental subsidiary. If the pick-up takes place after the normal opening hours; the Lessors reserves the right to ask for an extra fee for this service. The customer is entitled for the reimbursement of the amounts paid online during the vehicle reservation on websites [www.autovia.it](http://www.autovia.it), [www.ecoviarent.com](http://www.ecoviarent.com), [www.furgovia.it](http://www.furgovia.it) only in case such reimbursement is requested within and not more than 24 hours from the moment of booked and failed pick up of the vehicle. The request is to be formally made via e-mail to the address: [reservations@autovia.it](mailto:reservations@autovia.it).

## **11. EXCLUSIVE PLACE OF JURISDICTION.**

The Court of Bologna will have the exclusive competence for any dispute related to the validity, interpretation, execution or termination of the Contract.

## **12. PRIVACY CODE.**

The Customers' personal data is processed in strict compliance with the Legislative Decree 196 of 30th June 2003 (Personal data protection code) including following amendments, and with the provisions or EU Regulation 2016/679 (GDPR) of the European Parliament and Council of 27th April 2016 (available also on the website [www.autovia.it](http://www.autovia.it)) exclusively for the commercial purposes, to provide the renting services and for the protection of the parties of the rental contract.