

RENTAL GENERAL CONDITIONS

1. ANELLI AUTO (hereafter referred to as "Lessor") consigns to the lessee (hereafter referred to as "Client") the vehicle specified in the rental agreement in a good state of maintenance. Unless otherwise indicated in the rental agreement, the vehicle comes with a full tank of fuel and is fitted with the emergency stop triangle, reflecting jacked, standard tools, spare tyre, green insurance card and all required circulation documents, including the insurance label, as well as the other accessories specified in the rental agreement. On request, further car accessories (i.e. snow chains, ski rack) can be put at disposal of the client for a fee. As a rule, fares are set out on a daily base, that means a length of 24 hours from the delivery, and usually, unless different request of the client and availability of the fare, include the following insurance and liability restrictions: motorvehicle liability insurance, Green Card insurance for travelling abroad. On taking delivery of the vehicle, by signing the rental agreement and specifically approving these conditions the Client declares that he/she has checked that the vehicle is in a good state of maintenance, as it is stated in the rental agreement, that it is suitable for the agreed purpose and that it is fitted with all the aforementioned object. The Client undertakes not to provide false information with respect to his/her personal details, age, address and possession of the legal requisites authorising him/her to drive.

With regard to people between 18 and 25 years old, the rental and the driving permission of a Anelli auto vehicle could be limited to certain categories of vehicles and/or subject to an additional cost estimated taking into account the age of the Client/driver and the category of the hired vehicle.

2. The Client undertakes:

- a) to drive the vehicle and look after the vehicle and any accessories provided with it with the utmost care and in full compliance with any legal requirements;
- b) to ensure that during the period of the rental the vehicle will be always in optimal conditions as to guarantee a correct functioning and the safety of its passengers, adopting every activity needed for those purposes with the utmost care and being understood that any upkeep operation shall be preventively approved in writing by the Lessor;
- c) to give back the hired vehicle with the level of fuel equal to the level indicated by the Lessor at the moment of the delivery. The cost for the fuel is charged to the client.
- d) to directly arrange to pay any fines raised against the hired vehicle during the period of the rental and to refund the Lessor any costs incurred in this respect, in addition to any payments made by the Lessor and the administrative charges quantified in the information sheets available at rental offices;
- e) to relieve the Lessor of any claim advanced by third parties for damage to goods carried in the hired vehicle;
- f) to pay the rental and its incidental expenses according to the fares agreed upon at the sign of the rental agreement, as well as in case they were reassessed at the return of the vehicle because of changes incurred in the effective length of the rental and/or the place of the delivery of the vehicle, through the application of the best fare related to the basis rental;
- g) to verify and fill in at the time of the return of the vehicle, the "check in" blank indicating the state of the vehicle, explicitly accepting that, should damages be charged by the Lessor, not to fill that blank in would involve an implied waiver to the right of laying any claim afterwards;
- h) to indemnify the Lessor against any damages caused to the vehicle or its parts and accessories, including expressly those coming from the cost of spares, repairs and labour, transport and standing damages, legal costs, up to the amount of the flat rate pursuant to art.1, as indicated in the rental agreement and increased of the costs for the administrative management of the accident, as showed in the rental offices of the Lessor.
- i) on presentation of an invoice, to refund the Lessor any expenses, including legal costs, that the Lessor may incur in fulfilling pecuniary obligations arising for any reason, including any sums due to unpaid motorway tolls and the administrative costs quantified in the information sheets available at the rental office.
- j) to agree as from now to the debiting to his/her credit card of any charges, including any sums due to unpaid motorway tolls and the administrative costs, quantified in the information sheets available at the rental office, coming directly or indirectly from the rental agreement also after its invoicing;
- l) to acknowledge that he/she has no collateral rights of any kind over the hired vehicle or the accessories provided and that he/she is therefore not entitled to dispose of them in any way.
- m) the Client is privy that the hired vehicle is devoid of kasco insurance and any other insurance coverage that includes limitations of responsibility.

3. The Client undertakes not to drive or use the vehicle and not to allow the vehicle to be driven or used:

- a) beyond the borders of Italian state.
- b) to carry persons or chattels for consideration;
- c) on sub-rental;
- d) to push or tow objects;
- e) under the influence of drugs, narcotics, alcohol or intoxicating substances or of other substances such as to impair mental capacity and the capacity to react;
- f) in races, competitions or speed trails;
- g) for any purpose contrary to the law;
- h) for circulating in prohibited areas and in areas of access or service to port and airport areas restricted to traffic, unless otherwise agreed upon with the Lessor;
- i) by any person not specified as a driver in the rental agreement and/or on the Lessor's file;
- j) by any person who has given the Lessor false information regarding his/her age, name or address;

4. In the event of an accident, the Client undertakes:

- a) to immediately inform the Lessor by phone and to send it in the next 24 hours a full and detailed report on the form attached to the vehicle's documents (CID form);
- b) to inform the nearest police authority;
- c) not to give declarations of responsibility in the event of uncertainty as to how the accident occurred;
- d) to take a note of the names and addresses of the parties and witnesses;
- e) to provide the Lessor with any other useful information;
- f) to follow any instructions that the Lessor may provide concerning the safekeeping of, and repairs to, the vehicle.

In any case, the client shall always refund accident's administrative costs, as quantified at the rental offices. In case of break down and/or accident, should not the Client have recourse to the Lessor's assistance network, any expense he/she faces, including overnight stay and road service will be paid exclusively by the Client.

5. In the event of theft or attempted theft, the Client undertakes to immediately report the occurrence to the competent authority and to provide the Lessor within 24 hours with the original document holding that report. In case of theft, an amount which depends on the category of the vehicle, equal at most to the flat rate stated in the rental agreement more the administrative costs and the price of a full tank of fuel, will be debited to the Client. The rental is considered until the date and hour that statement was filed, based either on the fare set on the rental agreement or, if the report is filed when the rental agreement is already expired, on the best applicable fare among those published on the Lessor's information system. Together with that original report, the Client has to return to the Lessor the original keys of the vehicle and, the anti-theft device, if it had been fitted up.

The Client has to refund the Lessor; however, his/her liability is limited to the market value of the hired vehicle as quoted on "EUROTAX BLU".

Except for the duty of report to judiciary, everything stated in case of theft is applicable whether compatible. In case of fire..

In the event of loss or theft only of the hired vehicle's key, the Client undertakes to immediately report the occurrence to the competent authorities and to send the Lessor the original document holding that report. The rental (calculated according to the fare established in the rental agreement) is also due with regard to those days the vehicle has not been used. For the key replacement service, the client has to pay the amount indicated in the information sheets available at rental offices. Whether the Client is waiting for the replacement of the key and, meanwhile, the return term indicated in the rental agreement expires, the Lessor may reacquire possession of the vehicle in any way, even against the Client's will, and the Client will be under an obligation to refund the Lessor any costs incurred and pay the rental due (calculated until the date on which the vehicle is recovered and on the basis on the fare provided for in the rental agreement), as well as the amount due (indicated in the informations sheets available at rental offices) for the key replacement service. Should the keys be left indise the vehicle, everything has already been stated above will be considered applicable.

6. If the vehicle has been booked, it shall be picked up within 59 minutes from the time agreed upon on booking; once that term as expired, the Lessor may not guarantee its availability at the rental office. If the vehicle is picked up after the office hours, the Lessor may demand a money consideration because the service has been provided after the office hours. The Client undertakes to return the vehicle at the place and time indicated in the rental agreement and in any case as soon as the Lessor requires to return the vehicle, with the same accessories and in the same state in which he/she received it, without prejudice to normal wear. If the vehicle is not returned to the Lessor within that date, the Lessor may reacquire the possession of the vehicle in any way, even against the Client's will, and the Client will be under an obligation to refund the Lessor any expenses sustained. The rental is due also whilst the vehicle is kept after the expiry date of the term agreed upon, paying the best applicable fare among those published on the Lessor's information system will be applied.

7. If the vehicle is returned at a different place and time from that indicated in the rental agreement, the Client undertakes to pay the applicable fare according to the changed rental terms, as well as any amounts related to services which have been enjoyed to a larger extent than that stated in the rental agreement. In any case, the return of the vehicle in a different place from that of the picking up, even if agreed upon with the Lessor, implies an extra fare which will be calculated according to the time and place of return, as indicated in the price list available on request at Lessor's rental offices. When the vehicle, with the consent of the Lessors, is returned during the closing hours of the rental office, the Client shall pay the rental until the next ordinary opening of the office remaining liable for any events related to the vehicle. In case of the rental agreement based on a special rate with a minimum rental duration, if the Client return the vehicle in advance, he shall be obliged to pay the full agreed amount according to the above mentioned special rate until the natural expiry date of the rental.

8. If the Client presents a third party credit card as the mean of payment, he/she will be jointly and severally liable with the holder of that credit card to pay the Lessor any amounts arising under the rental. The Client who has paid the rental in advance by credit card undertakes to confirm that payment and to offer the same credit card as a guarantee to any other further obligation, allowing the Lessor to debiting to that credit card changes pursuant to art. 2i.

9. In case of supply of navigation system, the Client cam mits himself to giving it back undamaged and completely functional. In case of malfunctioning or stealing, the Client commits himself to paying sum of money for the damn caused as quantified by the rental office.

10. The Lessor is not liable towards th e Client, the driver and members of their respective families for any kind on harm – including economic prejudice resulting from physical injury or damage to possessions – that they may suffer as a direct or indirect result of vehicle malfunctioning or accidents caused by manufacturing defetcs. In any event, the Lessor cannot be held responsible for any type of damage arising as a result of thefts, riots, fires, earthquakes, wars, force majeure and fortuitous events. Objects left in the vehicle returned to the Lessor are held to have been abandoned and the Lessor is under no obligation to look after them and return them.

11. In case of claims concerning the correctness of the rental agreement content, the Lessor's file will be considered to be the only proof.

12. Any claims related to debiting carried out by the Lessor, might be made only after their payment and, however, withing, and not later than, 60 days from the receipt of the relevant invoice.

13. This contract is regulated by Italian law. Any disputes arising with regald to the validity, interpretation, execution or termination of this contract will be referred to the exclusive jurisdiction of the tribunal of Trapani.

14. No changes may be made to these conditions without the consent of a representative of the Lessor vested with an appropriate written power of attorney.

15. Once the deadline within which the sums due have to be paid has expired e, the Lessor is authorised to issue a debit note for interests at the rate applied by the European Bank (ECB) increased by three percentage points. Moreover, in case of previous default the Lessor may deny Client further rentals.

16. In the event of differences, the Italian wording of these Conditions will prevail over the English wording, as it is assumed that the Italian wording expresses the exact will of the parties.

17. The nullity of any provision of this contract will not imply invalidity of the rental contract as a whole.