

## GENERAL TERMS OF RENTAL

1. This contract is understood to be entered into between the principal, Giannix Luxury Service srl based in 55049 Viareggio, Via Marco Polo 139 apartment no. 11 Tax Code 02328100462 [hereafter known as rental company] and the customer, upon its signature and upon fulfilment of the obligations by which the parties are bound and which will be described below:
2. a) - The customer agrees to be the driver; he/she must present his/her driving licence, which must be valid in Italy and in the country in which the rented car will be used. That driving licence must meet all requirements provided by law.  
b) - The customer must not be aged under 25 years old. Otherwise, a guarantee in the amount of 50% higher than the ordinary guarantee will be applied to the same.  
c) - For the conclusion of the contract, the presumed rental amount must be paid along with the guarantee of the sum relating to any damages caused to the vehicle, therein including any loss of the same. The respective security deposit must be provided two full days prior to the delivery date and will be determined by the rental company. Any non-payment of the security deposit will lead to the automatic cancellation of the contract. The rental company may, at its sole discretion, keep the contract effective.  
d) - Payment must be made by way of the main credit cards which, subject to acceptance of the hirer, must be authorised by the issuer institution or by bank transfer.  
e) - Both the payment of the rental and the deductible must be made by way of credit card with authorisation to payment.  
f) - The customer is required to examine the rented vehicle and, subject to any different condition which must strictly be noted in the contract under penalty of ineffectiveness, the same shall be deemed to be in an excellent state of conservation in all its parts, accompanied by the documents required by law for free movement by road and equipped with valid insurance policies for the entire rental period.  
g) - The customer must always be contactable on the telephone number indicated by the same in the contract.
3. The obligations, accepted by the customer, are also understood to be accepted by any additional driver, who, bound by solidarity, will be jointly liable for complying with the contractual obligations. The additional driver shall, therefore:  
a) - be identified in this contract and must be indicated and authorised by the customer.  
b) - shall possess all the requirements indicated in point no. 1, a), b), c), d), e), f), g).

## RENTAL PERIOD AND DELIVERY OF VEHICLE

4. The rental period is expressly indicated in the contract signed by the parties and will commence, having fulfilled all formalities provided at points 1 and 2 above, with the delivery of the vehicle at the offices of the rental company or at the contractually agreed locations. Rental requests will be made by way of a form signed by the customer, which will contain all characteristics of the service and will also set out all the main general terms of contract. (RESERVATION FORM) That form will be attached to this contract.  
a) - the vehicle will be delivered in perfect efficiency and in a good state of maintenance, with no anomalies or damage [otherwise, where these are present, as already stated in point 1, f) they must be noted in the contract or in the attached VEHICLE'S CHECK].  
b) - the vehicle will be delivered with a full tank of fuel or less for contingencies.  
c) - where the vehicle agreed and booked by the customer is unavailable, the rental company may provide to the customer a replacement vehicle of the same category and with the same characteristics. Where it is impossible to procure and provide the car, the rental company will reimburse all sums paid in advance by the customer.  
d) - Where the customer decides not to take the booked vehicle, and this is communicated to the rental company with prior notice of less than 7 days, the customer must pay, in any case, 50% of the agreed sum. Any withdrawal from the rental within 24 hours will involve payment of the entire agreed sum for the rental plus any additional costs (delivery and recovery). Where the customer does not attend at the delivery appointment or refuses the car, he/she will similarly be required to pay a sum equal to the rental fee, for the scheduled days, by way of compensation for damages. Any further charges in relation to what is provided contractually shall be paid, in full, upon the return of the vehicle. This is subject in any case to the loss of the deposit where the withdrawal occurs before the seventh day.

## RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

5. As already specified in points 1 and 2, the rental contract is understood to be concluded with the compliance with the obligations indicated therein.
- A The customer, by signing the contract, also undertakes:
- To drive or to allow the vehicle to be driven only by the persons indicated specifically in the contract;
  - To make use or allow others to use the vehicle in a manner that does not breach the insurance obligations and does not render invalid and/or ineffective the warranties and conditions contained in the insurance contracts;
  - Only to transport persons and only in a number no greater than the maximum indicated in the vehicle registration document. The transportation of goods is not permitted.
  - To drive and/or use the vehicle with all due diligence and with the respect required by that vehicle in relation to its quality and economic value.
  - To respect all required methods when driving, both complying with the rules of law, in relation to road use and other laws, and complying with what is required by the vehicle characteristics.
  - More specifically, to be liable for all violations that he/she commits and that result from contraventions involving the vehicle. In this case, he/she is required to pay the same both if requested and documented by the rental company and if notified directly by the investigating body.
  - Not to use the vehicle in contravention of this contract; in particular he/she may not: - transport persons subject to payment, participate in races or competitions or other events, travel on authorised car racetracks or participate in tests, drive whilst drunk or under the effects of drugs,
  - Not to smoke or allow smoking within the vehicle.
  - For the whole duration of the rental, he/she will be liable for all damages caused, even by accident or due to force majeure or in any case produced, to persons, animals or things.
  - To pay all motorway tolls, car parking, boarding fees etc... If the same are not paid and are claimed from the rental company, he/she undertakes to make the immediate payment subject to the respective documentation.
  - Any non-compliance with even just one of the indicated obligations will constitute a non-fulfilment of this contract and will allow the rental company, at its discretion, to request the termination of the same.
- B The customer shall, also:
- In the case of theft, damage to the vehicle or its components, give immediate notice thereof to the rental company and proceed to report the event to the relevant authorities. He/she shall then provide a copy of that report to the rental company. In this case, the customer shall be liable for and refund to the rental company all costs incurred for the vehicle recovery and for the other costs necessary to restore that vehicle to its original conditions.
  - The customer may not use the vehicle outside the Italian territory without the permission of the rental company or proceed to sublet the vehicle.
  - The customer, in the event of an accident, must promptly communicate this to the rental company. He/she must collaborate with the company, providing to the same the respective forms completed in all their parts.
  - Upon delivery of the vehicle, he/she must take a copy and read the insurance policies that cover the vehicle, gain awareness of the various deductibles and return them at the end of the rental.

## RETURN OF THE VEHICLE AND DURATION OF RENTAL

6. The Customer, by signing the rental contract, acknowledges the fact that the vehicle is in good operating conditions and has no defects. He/she must, therefore, return it to the rental company in the same conditions on the date indicated in the rental contract or even at a later date in the event of extension of the same.
- The rental company reserves the right to terminate the contract and to retake possession of the vehicle at any time where it is used in violation of the conditions set out in this contract. The rented vehicle shall be collected and returned to the offices of the rental company or to another location agreed or authorised by the rental company. In the event of delivery to a different location to that provided by the contract, the reimbursement of the costs incurred by the rental company to reach the different delivery location of the vehicle must be paid. Any failure to return the vehicle registration document will involve a charge of €300.00; any failure to return the keys, the satellite navigation system and the vehicle accessories will involve the continuation of the rental until everything that is missing has been delivered or the copy of the report of loss or theft has been provided. In any case, a penalty of €500.00 will always be due. For any failure to return the keys, the customer must pay the sum of €1,000.00.
- Upon the return of the vehicle, it will be the care and obligation of the customer, together with an officer of the rental company, to examine the condition of the vehicle, the mileage travelled and, in the case of abnormal wear or in the presence of unreported accidents, the customer will be charged the respective cost as compensation for damages existing on the vehicle.
- The amount of the same will be deducted from the security deposit provided at the start of the rental or from any different guarantee provided up to those amounts. Any sums higher than those deducted will be paid separately.
- The vehicle must be returned at the set time and in the agreed locations. The maximum tolerance provided for the time of the return is three hours. If that tolerance period is exceeded, this will produce a charge amounting to one day of rental.
- For the correct implementation of the return activity, the rental company is authorised to check the conditions of the vehicle by day and subject to washing the same. This shall apply even in the absence of the customer to whom, however, the outcome of the inspection must be communicated.
- Where the rented vehicle is not returned to the rental company and this applies for the day and time scheduled by the contract or even for a different day and time agreed between the parties, or in all cases of termination or withdrawal, the customer is required to pay a penalty amounting to the daily rental cost for the duration of the delayed delivery.

The obligations of custody and maintenance of the vehicle provided in the contract by which the customer is bound until the return apply even for these different conditions.

#### RENTAL PAYMENT METHODS

7. The agreed payment of the rental will always occur in advance of the delivery of the vehicle. The accepted payment methods will always be compliant with the law. Payments will be made preferably by credit card transactions or by bank transfer (e.g. Visa, Mastercard, American Express, etc). Where the payment is made by American Express, with the agreement of the customer, the standard fees applied will be added to the amount of the rental. The rental payment will occur [as specified in point 1] 48 hours prior to the delivery or on the same day as the delivery of the vehicle with the agreement of the rental company. Upon booking the vehicle, a sum from 10% to 30% of the amount of the agreed rental will be required as confirmation deposit. The balance will be paid in the methods provided above. Again in the timescales indicated above, the security deposit will be paid, which will be regulated with a pre-authorisation, with the credit card provided by the customer, which puts the sum indicated for that purpose on hold, in confirmation of the booking and in guarantee of the compensation of any cost or damages that the rental company may incur due to the Customer. That security deposit will be released at the end of the rental in the event of non-existence of violations that allow for its retention. Pre-paid credit cards are not accepted. The payment by credit card must always be accompanied by an acknowledgement document and a copy of the same. The "AUTHORIZATION FORM" must always, where possible, be signed.

#### INSURANCE, INSURANCE COVER AND LIABILITY OF THE CUSTOMER

8. The vehicle insurance includes legal Motor Civil Liability (RCA) with Fire and Theft cover and comprehensive insurance (KASKO) with a deductible and it guarantees, within the agreed limits, the sums that, for capital, interest and costs, are due by way of compensation for damages caused involuntarily to third parties from driving the rented vehicle. In the case of direct and indirect damages caused to the vehicle, the Customer is required to reimburse the rental company up to the maximum amount of the security deposit indicated in the contract (insurance deductible for comprehensive cover). The Customer declares to have been informed of the maximum ceilings covered, the insurance deductibles and the sums not covered for which he/she remains responsible. The full comprehensive cover formula, (Full KASKO), not available for all vehicles, is an extra cost to be calculated separately and it will be expressed in the contract. However, in any case, even with that cover, the interiors of the vehicle, the wheels and tyres and mobile elements such as the soft tops of cabriolet cars are always excluded. The Glass Policy and the Policy to cover Driver accidents are extra costs at the request of the customer to be calculated separately and will be expressed in the contract if present. The customer undertakes to lock the vehicle and park it in an adequate location and, where the vehicle is equipped with the same, to set the alarm, otherwise the potential damage will be generated by the customer himself/herself due to his/her negligence. In the case of Fire or Theft, the customer will compensate the rental company in relation to the market value of the car established by the Eurotax price list or by a journal of reference at the time of the theft or fire with the application of a deductible of 15% of the value thus established; the customer shall be liable for this deductible applied with the security deposit as a minimum and if insufficient with additional sums up to the sum deducted to the Rental company.

#### CASE OF ACCIDENT OR THEFT OF THE VEHICLE

9. In the case of an accident, breakdown, malfunctioning, defect or damage, the Customer is prohibited from using the vehicle, with a view to avoiding possible aggravation or damage and the same is required to communicate any such accident immediately to the rental company within 24 hours of its occurrence. In the case of an urgent requirement, the Customer may proceed directly, only and exclusively subject to written authorisation from the rental company.

#### CONTRAVENTIONS AND FINES

10. The Customer and the driver are responsible for any violations of the Highway Code and are required to pay any contraventions, fines or penalties that are imposed upon them (both by way of immediate dispute and by way of subsequent notification) for the whole period of the vehicle rental. Where such fines are not paid directly, the Customer expressly authorises Giannix Luxury Service srl to charge the respective sums to the credit card(s) indicated on the rental contract. The Customer undertakes to send to Giannix Luxury Service srl, within 48 hours, any report served upon him/her by the public authority. Failing that, he/she will be liable for any damage suffered by Giannix Luxury Service srl, even indirectly, due to the lack of prompt transmission. In the event of a request by the police forces, Giannix Luxury Service srl is required to provide the name of the driver or drivers who will receive service of the fine. In these cases, the Customer shall pay to the rental company a contribution of €36.00 for the activities that the same must perform.

#### CHARGES

11. The Customer, at the time of the request, will pay or will reimburse to the rental company the following sums:

- the cost of the rental fee, always paid in advance, in accordance with the rates in force or indicated in the rental contract;
- the costs for the refuel service amounting to €2.3 per litre;
- the costs incurred for the delayed payment of the sums due. The Customer will be required to pay default interest at the current legal rate increased by 3 points; the Customer will also be required to pay all legal, judicial and extrajudicial costs incurred by the rental company for the credit recovery activity;
- any fines, penalties, administrative and court costs or those due by law and deriving from the use of the vehicle during the rental period, except where the same are attributable to the rental company;
- the applicable taxes and levies in force in the rental period;
- all excess sums not reimbursed by the Insurance company relating to accidents caused by the Customer or relating to the theft of the rented vehicle;
- all sums provided in this contract even if not set out herein. The Customer expressly authorises the rental company to charge the indicated credit card(s)
- on the rental contract all respective amounts, even if becoming liquid or due after the return of the vehicle. In no case may the Customer who has behaved illegally be relieved of direct liability towards any authority.

#### INDEMNITY

12. Within the limits provided by law, the Customer declares to indemnify Giannix Luxury Service srl from any claim connected to the driving of the vehicle and any damage to the vehicle or of the Customer himself/herself or suffered by third parties, except where the event is exclusively attributable to GIANNIX LUXURY Service srl.

#### PLACE OF JURISDICTION

13. The rental company and the customer declare to elect their domicile at the respective addresses set out in this contract and they undertake to communicate to the counterparty in writing any respective change along with any variation of the company name. For any dispute that might arise in relation to the interpretation, implementation or termination of this contract, the Court of Lucca will have exclusive jurisdiction. For anything not provided in this contract, the rules of the Italian Civil Code will apply.

**Read, Approved and Signed,  
(GIANNIX Luxury Service srl)**

**Customer Signature**

Date : ...../...../.....

X.....

**GIANNIX LUXURY SERVICE srl** (unipersonale)

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