



RENTAL GENERAL CONDITIONS – LOCAUTO LOCAUTO LOCAUTO ELEFAST SYSTEM

1. Locauto Rent (hereinafter called “Lessor”) allows the lessee (hereinafter called “Renter”) to use the vehicle specified on the rental agreement generated following the subscription to the Locauto Locauto Locauto Elefast System (hereinafter “Rental agreement”). The vehicle, unless otherwise specified on the Rental agreement, is provided with a full tank of fuel, and must be returned with the same amount of fuel at the end of the rental. Should Renter purchase the Fuel Prepaid Option service, he can return the vehicle with any level of fuel; the fuel not consumed won't be refunded. The vehicle is provided with the following accessories: warning triangle, standard tools kit, spare tyre or inflate kit, reflecting jacket, insurance green card, and all the documentation necessary for the circulation of the vehicle, including the insurance certificate and the related sticker, other than any other accessories listed on the rental agreement. Before starting the Rental agreement, the Renter has the responsibility to check the status of the vehicle, and is required to promptly report any damage or faults visible from outside and inside the vehicle not recorded on the form (the so-called “Check-out”). When accepting the Check-out form, the Renter acknowledges that he has withdrawn the vehicle in good working order and in any case in conditions complying with the conditions stated in the form itself. Upon return of the vehicle, Renter has the responsibility to check the status of the vehicle and to promptly report any new damage or faults through the Check-in form. In lack of it, Renter recognizes the correctness and validity of the check carried out by the car rental location staff and by the unit for remote control, as described below in Article 11.

2. Lessor guarantees that a liability insurance policy with a maximum higher than the limits prescribed by law has been subscribed. The insurance policy doesn't cover neither injuries suffered by the driver nor injuries due to Renter's liability, as specified in the policy terms and conditions whose excerpted clauses and conditions relevant for the purposes of this agreement have been provided to the Renter while subscribing to the Locauto Locauto Locauto Elefast System and before the finalization of every single booking. The Renter has the possibility to purchase an additional Protection Against Injuries service (PAI) covering the driver for personal injuries, whose excerpted clauses and conditions relevant for the purposes of this agreement have been provided to the Renter while subscribing to the Locauto Locauto Locauto Elefast System and before the finalization of every single booking. This additional service erases also the liability for damages related to injuries, caused to the interior of the vehicle.

3. Lessor shall refund Renter for all mechanical repairs in consequence of breakdowns, on condition that they have happened in Italy and authorized in writing by Lessor beforehand and invoiced to Lessor accordingly.

4. Renter shall pay Lessor: a) at the booking: the rate indicated for the rental of the vehicle and all the additional services expressly ordered; b) before the car pick-up: the deposit for guarantee indicated, according to the rented car group, in the Rental Special Conditions provided to the Renter while subscribing to the Locauto Locauto Locauto Elefast System and before the finalization of every single booking. c) at the car drop-off: the amount necessary to restore the original fuel tank level, other than the refueling service; this obligation is waived when Renter purchases the Fuel Prepaid Option service; the excess related to damage and theft other than the related management fee; any eventual extra day charges; the delivery to a location different from the one of pick up (one-way fee); the roadside assistance, any penalties indicated in the Special Rental Conditions provided to the Renter while subscribing to the Locauto Locauto Locauto Elefast System and before the finalization of every single booking (where applicable) and any other amounts deriving from any kinds of services used by the Renter. The drop-off must be made within 24 hours or multiple of the date and time of delivery. Delays of more than 59 minutes will result in a surcharge of an additional rental day. The rate charged for any extra-day will be calculated on the basis of the average daily cost (including the cost of the extra services purchased) increased of the penalty indicated in the Special Rental Conditions provided to the Renter while subscribing to the Locauto Locauto Locauto Elefast System and before the finalization of every single booking c) after the car drop off: all the expenses referred to any traffic fines, unpaid tolls and park-tickets not paid during the rental, other than management fees, and any amounts deriving from other services used by Renter, as indicated in the Special Rental Conditions provided to the Renter while subscribing to the Locauto Locauto Locauto Elefast System and before the finalization of every single booking. The Renter accepts that all the above-mentioned charges and any delayed charges, other than the ones described at point 8 of these General Rental Conditions, be debited to the credit card provided for the deposit for guarantee. ATM cards and cash are not accepted as method of payment. Renter is in any case bound to pay to Lessor all the extras purchased during the booking process and indicated on the rental agreement.

5. Renter recognizes to not have any rights on the rented vehicle, or the accessories supplied, and therefore he acknowledges he can't dispose of it in any way, not even by way of pledge.

6. Renter shall not use or drive the vehicle nor allow that someone else use or drive the vehicle:

- a) in a Country not being part of the European Union (circulation is instead allowed in Albania, Bosnia and Herzegovina, Macedonia, Montenegro, Norway, Switzerland and UK).
- b) for transport of persons or goods on behalf of third parties; c) for hire;
- d) for pushing or towing any vehicles;
- e) under the influence of drugs, intoxicants, alcoholic drinks, narcotics, or any other substances that could reduce man's capability to think and act;

- f) for participating in any race competitions or speed tests;
 - g) for any illegal purposes or violation of the applicable laws and in any case of violation of the road regulation of the country in which the vehicle is driven;
 - h) along uneven, unsurfaced, not public or country roads;
 - i) by any persons acting not in conformity with the applicable laws or regulations;
 - j) by any persons not indicated on the rental agreement;
 - k) for the expatriation of the vehicle on export basis;
 - l) for driving lessons or driving practices;
 - m) by any persons whose information inserted by the Renter at the moment of the booking regarding age, name, address, ID card and driving license are untrue;
 - n) by persons aged less than 25 and/or provided with a driving license with less than 1 year minimum validity, and by persons aged over 74; for engines major than 1.8 c.c petrol and major than 2.0 cc diesel engines, by persons aged less than 27 and with a driving license with less than 5 years minimum validity;
 - o) by persons without a driving license valid in the country in which the vehicle is driven;
 - p) to use the vehicle with the due diligence
 - q) in case of incorrect or contaminated refueling
- r) Renter also undertakes to not smoke and to not consent other passengers to smoke inside the vehicle. Save the proof of art. 1588 c.c., the violation of even one of the above obligations, and of the rules of Highway Code and/or behaviors different or contrary to the diligence of a good father of a family, will lead the charge to Renter for any damages caused to the car. In the event of impounding of the vehicle, Renter undertakes to pay Lessor, in addition to the agreed rental fee, an amount equal to the average daily cost (including the cost of the extra services purchased) increased of the penalty indicated in the Special Rental Conditions provided to the Renter while subscribing to the Locauto Locauto Locauto Elefast System and before the finalization of every single booking, until the day on which the Authority will release the vehicle to Lessor.

7. The Renter shall undertake:

- a) to drive the vehicle and to look after it together with its accessories in an accurate way and in conformity with applicable laws;
- b) to ensure the ordinary maintenance of the vehicle, by greasing it and adjusting the level of all lubricants, brakes fluid and tyres pressure;
- c) to pay all expenses referred to any traffic fines, unpaid tolls and park-tickets connected with the rental, and to refund any expenses being sustained by Lessor, other than management fees, as per the Special Rental Conditions provided to the Renter while subscribing to the Locauto Locauto Locauto Elefast System and before the finalization of every single booking;
- d) to exonerate the Lessor from any claims advanced from third parties because of injuries suffered by their personal properties or, in any case, properties transported in the rented vehicle;
- e) to accept, upon check, the "Check-out" form indicating the vehicle conditions at the time of pick-up; a failure in accepting the "Check-out" form will deprive the customer of the right to raise further objections related to possible damage charges;
- f) to declare explicitly, where needed, to not have suffered or caused any accident, even minor, in order to allow Lessor to protect their rights against frauds or unsubstantiated claims;
- g) to return the vehicle to the same location, date and time specified on the rental agreement, in the same conditions and with the same equipment provided at the pick-up;
- h) to pay a surcharge in case of delivery to a location different from the one of pick-up (one way fee);
- i) to return the vehicle as soon as Lessor should request it; in case of failure, Lessor will be entitled to recover the possession or to prohibit the use of the vehicle with all means, even against Renter's will, and completely at Renter's expenses;
- l) Renter acknowledges that the rental shall start on the date and time when the doors are unlocked it shall end on the date and time when the doors are locked. In case of omitted lock of the door and/or incomplete closure of the rental agreement, the rental is deemed closed at the moment when the car is taken in charge by the rental location; if this happens, the Renter is deemed responsible for all and any damage found on the vehicle at the time of taking charge and not reported and is also responsible for the theft in any way by any third party of the vehicle or of parts of it (wipers, radio antennas, lighter etc.) or of the keys eventually stored in the "key box."

8. Renter shall compensate Lessor for any damage or theft, even partial and included the cost of roadside assistance, save the proof of art. 1588 c.c. Renter is always fully responsible of the damage caused to Lessor, regardless of the below provisions, if at least one of the following circumstances happens:

- 1. violation of government regulations and/or the Highway Code of the State where the vehicle is driven**
- 2. riots and use of the car for a purpose against the law**
- 3. use of the vehicle in violation of the provisions of art. 7 of the Rental General Conditions**
- 4. car returned damaged without complaint stating how the accident happened and related documents, including C.A.I. form (friendly accident ascertainment)**
- 5. failure to timely notify the competent authorities in case of total or partial theft or vandalism**

and those circumstances are proven by fine and/or Renter statement and/or C.A.I. form and/or ascertainment by the insurance companies.

Except to the above cases, in case of accident, Renter participates to the loss suffered by Lessor as follows:

- a) for the full amount of damage to mechanical parts, undercarriage, interiors, damage caused by natural disasters, more than

the roadside assistance

- b) up to a maximum amount named "Damage Excess" (indicated on the Special Rental Conditions printed on the frontispiece of the agreement) for damage to car body, crystals (included crystal roof) indicators, lights, tires, rims and wheels
- c) up to a maximum amount named "Damage Excess" (indicated on the Special Rental Conditions printed on the frontispiece of the agreement) for damage to crystals (included crystal roof) indicators, lights, tires, rims and wheels when purchasing the service "Car Body Package"
- d) up to a maximum amount named "Damage Excess" (indicated on the Special Rental Conditions printed on the frontispiece of the agreement) for damage to the car body (excluded the parts indicated in comma a)) when purchasing the service "Glass&Wheels"
- e) no participation to the loss suffered by Lessor, as per commas a) and b) is due when purchasing the service "Deluxe Package; moreover in case of total or partial theft, regularly reported to the competent authorities, the service Deluxe Package eliminates the theft excess, unless the theft happens in Campania and Puglia regions (regardless of the pick-up location): in such case the theft excess indicated in the frontispiece of the rental agreement applies. In case of total or partial theft, regularly reported to the competent authorities and save the case of Deluxe Package, the Renter participates to the loss suffered by the Lessor up to a maximum amount named "Theft Excess" (indicated on the Special Rental Conditions printed on the frontispiece of the agreement). Notwithstanding this provision, in case of partial or total theft happened in Campania and Puglia regions (regardless of the pick-up location) the excess indicated in the frontispiece is doubled. In case of total theft, Renter shall refund lessor of an amount of 100 € for the fuel.

Damages are qualified and quantified according to the "Locauto Rent Damage Rate Table", available on the Lessor website www.locauto.com and in hard copy at each Lessor rental location, whose rates and application procedures are part of this contract. Where such qualification and quantification is not possible, Lessor charges the amount specifically estimated. Lessor reserves the right not to repair the car immediately if the damage caused by Renter don't compromise its functionality.

9. In the event of accident, Renter is obliged to:

- a) inform immediately the Lessor and leave the C.A.I. form thoroughly filled on the car seat or, in the absence of C.A.I. form, to send to the Lessor a detailed event report;
- b) inform the nearest policy authority;
- c) not release any liability admission/declaration under any circumstances;
- d) take note of the details of all parties involved in the accident, eventual witnesses and also insurance companies (name, number of policy, agency) of all vehicles involved;
- e) provide the Lessor with any other useful information;
- f) follow the Lessor's instructions concerning the provision to be made for custody or repair of the vehicle. In case of failure to perform any of the above-mentioned obligations, Renter shall be held liable for the damages suffered by the vehicle even in case of a potentially active accident. Lessor doesn't guarantee vehicle replacement in case of accident, damage and, in any case, out of Italy.

10. In the event of act of vandalism, theft or attempted theft of the vehicle, Renter must report the facts to the nearest Authorities (Polizia or Carabinieri) and deliver the original report to Lessor; in case of total theft, Renter shall deliver to Lessor the original keys of the vehicle and the antitheft device, if available, other than the original report. In case of total theft, Renter shall pay the total rental amount other than the related excess until the day Lessor will receive the above mentioned report and keys. In case of failure in delivery of report and/or keys, Renter will be charged for an amount equal to the value of the vehicle and its accessories mentioned on the official list (VAT excluded), less 15%; in case of attempted theft and act of vandalism, failure in delivery of report will result in a penalty charged to Renter equal to the whole financial loss suffered by Lessor.

11. The Renter acknowledges and accepts that the car rented through the Locauto Locauto Locauto Elefast System is equipped with a control unit that remotely detect any shocks, lifting and facts potentially attributable to accidents with or without counterparts; the Renter agrees that the data submitted by that unit to the computer systems of the Lessor are used as a reporting tool and proof of accidents involving the rented vehicle.

12. Renter expressly and unconditionally authorizes Lessor, or other person in charge of the same, to remotely monitor the proper use and operation of the car rented through satellite systems; Lessor reserves the right to disclose information to the Judicial Authorities, Insurance Companies, Law Firms, Companies specialized in theft and accidents prevention and management, and to use or permit its use for any action in its protection.

13. The Lessor shall not be liable to Renter, driver or their family members for any damages suffered, including economic loss, both for personal injury, subject solely to the latter, the application of Articles 33 paragraph 2 letter a) and b) and 36, paragraph 2, letter a) of Legislative Decree 205/2006, and for damages resulting from failure or malfunction of the vehicle or car accidents. Lessor shall not even be liable for any kind of damage deriving from theft, riots, fires, earthquakes, war or any other Acts of God. In the event of lost and found items, Lessor will notify Renter, who must provide to recover or ship the item at his own expense; in the event that Renter fails to recover or ship within 30 days after the notice, the items will be considered abandoned and Lessor won't be required to keep or return them.

14. If payment is not received within the established period, the Lessor is authorized to debit to the Renter the interest charges, according to D.Lgs. 09/10/2002 nr. 231 and following modifications.



15. The renter is entitled to file any possible complaints within 14 days after the end of the rental; the Renter is entitled to file complaints related to charges made by Lessor only after the payment of these charges and within 30 days from the charges date.

16. In the event of any disputes arising from differences between Italian and English version, the Italian version will prevail, since it expresses the exact will of the parties; the English version provided to the Renter while subscribing to the Locauto Locauto Elefast System and before the finalization of every single booking, is a mere translation.

17. This rental agreement is regulated by the Italian law. Any legal action concerning this agreement shall be discussed exclusively in the Court of Milan; Renters eligible as "consumers" have the option to raise any legal action to the Court where they reside or are domiciled.

18. We inform you that, according with the art. 13 UE Regulation n. 2016/679 ("GDPR") that Lessor will treat your personal data according in compliance with current legislation and according to what is reported in the Privacy Notice, available on the Internet site www.locauto.com and available in hard copy at each rental station.