

## CONTRACT GENERAL CONDITIONS

### **1. LESSOR'S OBLIGATIONS AND RIGHTS**

SICILY BY CAR S.p.A. – herein referred to as “**the Lessor**” – releases to the lessee – herein referred to as “**the Renter**” – the vehicle with a full tank of fuel (any conditions otherwise will be clearly registered on the corresponding “check-out” list and on the rental agreement sheet). The Renter will have to leave a deposit for the fuel at the beginning of the rental. To rent the vehicle, the minimum age required is 23 years old and the maximum is 80 years old. It is possible to rent vehicles belonging to the groups A/A2/B/C even though the driver is at least 19 years old, and 21 years old for A/A1/D/EE/E1/E2/F/N/S/S1 categories, upon the payment of a young driver fee, which rate is displayed on the first page of the Rental Agreement. It is possible to rent vehicles belonging to the groups A/A1/A2/B/C/D/E/EE/E1/E2/F/S/S1 even if the driver's age is of minimum 21 years old exclusively provided that the relevant “young driver” supplement (whose amount is reported on page 1 of the rental agreement) has been paid for. For vehicles belonging to groups G/J/QW/N1/N2/NW/P/PW/U/UW/SW and the driver must be at least 25 years old. For the rental of vehicle belonging to groups L the driver must be at least 30 years old. For the rental of vehicle belonging to groups A/A1/A2/B/C/D/EE/E1/E2/F/N/S/S1 the driver must have held a valid driving license issued for at least 1 year and 1 day; for the rental of all other car groups, the driving license must be issued for at least 3 years. The details and the requirements concerning the ages and the driving license are also reported on the website [www.autoeuropa.it](http://www.autoeuropa.it). In any case, both the main driver and any other person authorised to drive the rented vehicle must be identified and qualified as per the Lessor's requirements. The Lessor retains the right not to proceed with the rental agreement at its own discretion and unappealable opinion. The vehicle is delivered in perfect working order, with all the declared accessories and the documents required by law and for normal use (the emergency triangle; the usual tools; fluorescent security waistcoat; a spare tyre; any other accessories reported on page 1 of the rental agreement sheet; car documents, which must always be left inside the vehicle; insurance certificate and coupon; green card). Unless otherwise declared by the Renter at the beginning of the rental, it shall be assumed that the vehicle is equipped with all above accessories and documents and that it is in perfect working order and suitable for use. The Renter, however, has the right to prove the existence of any hidden defects at the time of delivery and / or defects occurring during the rental period he cannot be deemed liable for. The Renter has the duty to communicate to the Lessor the discovery of the aforementioned defects with immediacy.

**1.2** If the Renter, in case of accident and/or theft and/or fire and/or breakdown of the vehicle, asks for a replacement vehicle, the Lessor may retain the right not to grant such request and not to proceed further in the execution of the contract, it being assumed the default of the counterparty to the duty of care and careful use of the vehicle. Where this right is applied, the Lessor gives up to the right of being paid for the rental cost by the Lessor for the remaining non-used rental period stated by the rental agreement.

**1.3** The Lessor agrees to reimburse the Renter for the repair costs incurred to the rented vehicle upon presentation of a regular invoice addressed to SICILY BY CAR S.p.A. In case of repair costs higher than € 51,65 (VAT excluded), the Renter must obtain prior authorisation from SICILY BY CAR S.p.A. The repair costs will be refunded only if the breakdown and/or damages are not caused by the Renter. In case of breakdown, the vehicle must be returned by the Renter at any locations of the Lessor's network, which will replace it with no further expenses and subject to availability and to the Lessor's unappealable opinion not to grant the replacement vehicle. Where this right is applied, the Lessor gives up to the right of being paid for the rental cost by the Lessor for the remaining non-used rental period stated by the rental agreement. The 9 seater minivan will be replaced with a similar vehicle or with 2 cars. The Lessor guarantees that the “Civil Responsibility” of the Renter (and/or other persons whose name is reported on the rental agreement sheet as authorised to drive the vehicle) is covered by a standard insurance policy with a maximum cover of € 20.000.000,00 covering damage to persons, items and animals.

## **2 RENTER'S OBLIGATIONS AND RIGHTS**

**2.1** The Renter is responsible with regards to the vehicle until the rental agreement is closed even if the check in is not made in his presence. If the vehicle is returned when the office is closed, the Renter is held responsible to pay for the rental cost until the Lessor's desk staff has collected the vehicle. Any damages found on the vehicle will be charged exclusively to the Renter.

**2.2** The Renter shall: a) pay for the price of the rental, for the penalty clauses and for the supplements in case of subscription of the optional clauses as per the article 2.4; b) drive the vehicle with diligence, keep it and its accessories and/or documents safe, in compliance with the applicable laws in force in Italy and in the countries where the vehicle is allowed to be driven. If the vehicle is returned without any of the accessories listed in the above article 1.1, the Renter is obliged to pay for them as per the *delayed charge* clause on the rental agreement. The same obligation is valid in case the car documents, the green card, the insurance coupon, the keys, the plate and/or the plates are stolen and/or lost and/or damaged; c) return the vehicle with a full tank or with the same level of fuel as upon pick up. Not complying with this obligation, the Renter authorises and agrees that the Lessor charges him for an extra cost concerning the refuelling service, whose fee is reported on the rental agreement sheet signed by the Renter (in compliance with what is reported on the internet web site [www.autoeuropa.it](http://www.autoeuropa.it)), together with the fuel cost. Moreover, the Renter must be very careful about the type of fuel he fills the tank with (unleaded fuel or diesel) as, in case of inflow of the wrong type of petrol being not suitable for the engine of the vehicle and/or in case of inflow of impure or dirty fuel, the Renter is deemed to be the only responsible for any damage occurred and for any expenses due to the retrieval of the vehicle and he is obliged to pay for them even if he has subscribed for the "*Car Protection Plus*", the "*Pai Plus*" or the "*Super Gold Protection*" clauses as per the article 2.4; the Renter will not be charged for the aforementioned expenses to retrieve the vehicle if he has subscribed the optional "*Road Assistance Plus*" clause at the beginning of the rental; d) ensure the proper keep-up of the vehicle, the greasing, the check of the level of all lubricants and brake fluid; e) be financially responsible for all fines and/or highway tolls and/or parking tickets occurred during the rental period and to pay, in case the Renter has not paid for them immediately, the amount of € 50,00 + VAT, for the additional service related to fines and/or highway tolls and/or parking tickets; f) hold Lessor free from any claims by third parties arising out of damage to any property left stored or transported in and/or upon the vehicle; g) not to allow any pet on board of the vehicle, except guide dogs; h) the Renter acknowledges he has no ownership of the vehicle and that he may not sell it or use it as security of pledge; i) in case the Renter is in possession of a proper pass for disabled people, he is obliged to inform the Authority immediately about the plate registration number of the rented vehicle in order to avoid the cost related to the additional service for any fines and notifications issued. In compliance with the rules of international financial circuits (Credit Card Companies), and except as stated by the Articles. 2.4 and 4.1 in terms of attribution of responsibility, the Renter remains liable for the payment of all the expenses and the costs related to all the additional services not known at the time of return of the vehicle (so-called "Delayed Charge"). The acceptance of the "Delayed Charge" is expressly stated on the rental agreement and signed by the Renter. The following costs fall within the "Delayed Charge": fines, parking tickets, tolls, fuel, refueling, damages to the vehicle, tow truck service, loss and / or damage and / or theft of all the accessories of the vehicle, loss and / or damage and / or theft of insurance certificate, of the car keys and / or of the plates, the cost for the additional service related to fines and/or highway tolls and/or parking tickets in case of fines and notifications issued by the Authority related to the rented vehicle.

**2.3** Renter shall not either use and/or drive the vehicle and/or allow it to be used or driven: a) in countries other than Italy, France (and Corsica), Germany, Spain, Portugal, Andorra, the Vatican City, Republic of San Marino, The Principality of Monaco, Switzerland, Belgium, Holland, Sweden, Denmark, Norway, Finland, Liechtenstein, England, Ireland, Luxembourg, Austria, Slovenia, Croatia (as stated on the internet website [www.autoeuropa.it](http://www.autoeuropa.it) as well). Driving the vehicle in a foreign Country other than those listed above makes ineffective all insurance as well as the "*Car Protection Plus*", the "*Pai Plus*" and the "*Super Gold Protection*" clauses terms and entitles the Lessor to

charge the Renter, by way of compensation, for all costs and expenses which may be incurred for not complying to the rental obligations; b) for the transportation of people and/or goods for which any annuity has been charged or granted; c) for competitions and/or races; d) at excessive speed; e) for any illegal purpose; f) by any person whose name is not reported on page 1 of the rental agreement g) by any person who has given the Lessor a false name, age, address, place and date of return of the vehicle at the end of the rental; h) to propel and/or push and/or tow any movable thing; i) off road and/or on any unpaved road. The Renter is obliged to stick to the regulations noted in the new Street Code (Art. 117). All vehicles are delivered without antifreeze additive. In the presence of environmental or climatic conditions that require the use (eg driving in mountains or cold temperatures) the addition of that additive must be done at the expense of the customer. In any case, the Renter shall indemnify the Lessor for any damages arising from any freezing of the fuel and reimburse the Lessor all expenses incurred to recover the vehicle except in the case the Renter can demonstrate not to be liable, as per the article 1588 of the Civil Code. The Renter will not be charged for the aforementioned expenses to retrieve the vehicle if he has subscribed the optional "Road Assistance Plus" clause at the beginning of the rental. The Renter undertakes to use the snow chains where it is stated by law.

**2.4** In accordance with the provisions of art. 1588 Civil Code, the Renter undertakes to indemnify the Lessor for any damage, for any reason occurred to the vehicle, unless he can prove that the damage happened for reasons not attributable to the Renter himself. The damages will be verified and quantified sticking to the SBC "Damages Table" and the criteria as per the relevant Explanatory Sheet. Both documents, which form integral part of these general contract conditions, can be consulted on the [www.sicilybycar.it](http://www.sicilybycar.it) website and a hard copy will be given to the Renter when entering into the rental agreement. The amounts displayed on the SBC "Damages Table" are determined on the basis of the Car Manufacturers' price list and also include the labor costs consumer products, garbage disposal and technical non-use of the vehicle relating to the time necessary for the repair and the spare parts retrieval. Only the damages not displayed on the SBC "Damages Table" will be quantified by specific damage report on the basis of the Car Manufacturers' Price List, also considering the labor costs, consumer products, garbage disposal and technical non-use of the vehicle. In case of damage or theft (total or partial) occurred to the rented vehicle, client will be liable to pay the amount of € 50,00 + VAT for the related additional service. Upon signature of the rental agreement, the Renter is obliged to leave, by credit card, a deposit whose amount is reported on the individual rental agreement (and even on the internet website [www.autoeuropa.it](http://www.autoeuropa.it)) and submitted to the reading of the Renter prior to subscription. The amount will be given back to the Renter if, upon end of the contractual relationship, the vehicle is returned undamaged and complete with all parts and accessories. For any damage on the vehicle, its parts or accessories, attributable to whatsoever circumstances, including (without limitation and without exclusion of other events) the assumptions of the accident - with or without collision with other vehicles – as well as of theft or fire, whether total or partial, the Lessor is entitled to charge definitively on the Renter's credit card an amount of money equal to the extent of the damage occurred. However, it is agreed that this charge shall not exceed the maximum values (ie penalties) specified on the individual rental agreement - respectively with reference to the case of damage to the vehicle (CDW penalty) and that of theft and / or fire (TLW penalty) - in accordance with the tables displayed on the website [www.autoeuropa.it](http://www.autoeuropa.it) and submitted to the reading of the Renter prior to subscription. The limitation of compensation within the above limits referring to the CDW and TLW penalties is effective only if the harmful event is not due to malice (willful misconduct) or gross negligence of the Customer, and in any case provided that the damage does not pertain to one of the following parts of the rented vehicle: 1) all car glasses; 2) tyres; 3) the underside; 4) the roof or hood (if convertible), 5) mechanical parts, 6) door locks; 7) upholstery, 8) internal parts in general; 9) all vehicle accessories; 10) car documents (including the insurance certificate); 11) car keys, plates, triangle, safety kit, high visibility vest. The Renter may further limit his liability by signing the optional "Car Protection Plus" clause, whose cost is payable when entering the rental agreement and is reported on the same- according to the tables published on the website [www.autoeuropa.it](http://www.autoeuropa.it) - and subject to the reading of the Renter prior to subscription. As a result of the "Car

Protection Plus" clause provisions, the Renter is exempt from payment of the above penalties, except for the rental of the car belonging to the Luxury car group. In this case the Renter is still liable for a residual amount of the penalty chargeable as per the rental agreement terms according to the tables published on the website [www.sicilybycar.it](http://www.sicilybycar.it). It is also agreed that for commercial vehicles, the subscription of the "Car Protection Plus" clause does not free the Renter totally from his liability for the event in its entirety but the Renter is still liable for a residual amount of the penalty chargeable as per the rental agreement terms - according to the tables published on the website [www.sicilybycar.it](http://www.sicilybycar.it) - and submitted to the reading of the Renter prior to subscription. The elimination of the CDW and TLW penalties as per the "Car Protection Plus" clause is effective provided that no damages occur to the following items and parts of the rented vehicle: 1) all car glasses; 2) tyres; 3) the underside; 4) the roof or hood (if convertible), 5) mechanical parts, 6) door locks; 7) upholstery, 8) internal parts in general; 9) all vehicle accessories; 10) car documents (including the insurance certificate); 11) car keys, plates, triangle, safety kit, high visibility vest. Alternatively or together with to the "Car Protection Plus" clause, the Renter can also sign for the optional "Pai Plus" clause, whose cost is payable when entering the rental agreement and is reported on the same- according to the tables published on the website [www.autoeuropa.it](http://www.autoeuropa.it) - and subject to the reading of the Renter prior to subscription. As a result of the "Pai Plus" clause, the Renter is exempted from compensation due in case of damage caused to the following parts of the vehicle: all car glasses, tyres, underside, roof or hood. In addition, the subscription of the optional "Pai Plus" clause provides coverage for the driver's risks and ancillary risks, as reported on the following summary chart.

Warranty	Amount in €	Franchise - Duration	
		Franchise	Duration
Death or permanent disability	100.000	Franchise	3%
RSC (reimbursement of care expenses)	10.000	Franchise	2.00
IR (hospitalization indemnity)	80,00 PER DAY	Franchise	7 DAYS
		MAXIMUM COMPENSATION	20 DAYS

Included in the here above maximum rate:	Sub-limit
Reimbursement of travel expenses of the insured party for his sanitary return	€ 1.500,00
Reimbursement of railway / flight tickets of a family member	€ 300,00
Reimbursement of expenses for the transportation of the insured party's corpse	€ 2.000,00
Reimbursement of expenses of the passengers (further to sanitary return)	€ 1.000,00

All the above mentioned benefits relating the reimbursement of expenses are provided exclusively if the accidents occurred more than 50 km from the residence of the Insured Part. Also, If the driver has reached the age of 75 years at the time of the accident, the insurance is provided with the application of the following limitations and deductibles: a) The sums insured for all guarantees are reduced by 50%; b) the deductibles for permanent invalidity shall be doubled; c) no other special conditions, even if referred to, apply.

Whenever the customer asks for a more complete coverage as an alternative to the subscription of both “Car Protection Plus” and “Pai Plus”, it is possible to subscribe the optional “Super Gold Protection” clause. Before subscription, the customer reads the rental agreement where the price to be paid for the “Super Gold Protection” is shown, in compliance with the tables available on our website [www.sicilybycar.it](http://www.sicilybycar.it). As a result of the “Super Gold Protection”, the customer benefits from the same limitations of liability and coverages deriving from the subscription of both “Car Protection Plus” and “Pai Plus”. Moreover, he/she is exempted from the obligation to refund all the damages occurred to the mechanical parts of the vehicle (except for damages caused by wrong/unclean refueling or freezing fuel) and to the car keys (damages/loss). The subscription of the optional “Super Gold Protection” total eliminates Client’s liability for the payment of the CDW penalty and TLW penalty for the Luxury car groups.

It is expressly agreed that the "Car Protection Plus", "Pai Plus" and “Super Gold Protection” clauses are effective only provided that the damages occurred are not due to malice (willful misconduct) or gross negligence of the Renter. It is expressly agreed, therefore, the right of the Lessor to full compensation, if the damage is due to malice (willful misconduct) or gross negligence of the Renter. It is also expressly agreed that the "Car Protection Plus", "Pai Plus" and “Super Gold Protection” clauses are not effective if the damage to the vehicle, its parts or accessories are caused by vegetation and due to driving on unpaved roads. In such cases, being assumed serious fault of the Renter, the Renter himself shall indemnify the Lessor in full for the damage caused unless he can prove that he is not liable for the damage occurred as per the provisions of the article 1588 of the Civil Code. Regardless of the subscription of the “Car Protection Plus” and "Pai Plus" clauses and as per the article 1588 of the Civil Code, the Renter will be fully liable for all damages caused to the mechanical parts, the door locks, the upholstery, the internal parts in general, all the accessories of the vehicle, the documents (including the insurance certificate), the car keys, the plates, the triangle, the safety kit and the high visibility vest. In the event of an accident, the Lessor will charge the Renter, by way of precaution, for an amount quantified by the SBC “Damages Table” or by a damage report (for all damages not displayed on the SBC “Damages Table”) waiting for the completion of the file by the Insurance Company. In case the Lessor will be totally or partially refunded by the Insurance Company for the damages occurred, then the Renter will be totally or partially refunded for the penalty he has been charged for. If the Renter is finally deemed liable for the damages occurred, the Renter himself will be also charged for the technical damage report, if made, and for the postal charges. In addition, for any damage due to the Renter's liability, as per the article 1588 of the Civil Code, the Renter will be totally charged for the loss of profit resulting from the technical stop (non-use) for the necessary repairs. In particular, for the damages displayed on the SBC “Damages Table”, the technical non-use is one of the items constituting the fixed amount there reported while for the damages not displayed on the above table the renter will be charged for a sum calculated according to the official rates, equal to the amount due if the rental was continued for a period corresponding to the technical stop (non-use) period. Furthermore, it is agreed that, as per the article 1588 of the Civil Code, in case of damage causing the breakdown of the vehicle, the Renter is authorized to charge the Renter for the tow truck expenses as displayed on the SBC “Damages Table”. If, after having requested a tow truck, the vehicles is not towed away, either by choice or by fact related to the Renter. This latter will be charged with 50% of towing service expenses. The Renter can reduce further his contract liability by subscribing the optional “Road Assistance Plus” clause whose amount, to be paid when entering the rental agreement, is displayed on the rental agreement itself – in compliance with the tables displayed on the website [www.sicilybycar.it](http://www.sicilybycar.it)- and submitted to the Renter’s reading prior to its subscription. As a result of the “Road Assistance Plus” clause, the Renter is exempted from the compulsory payment of the tow truck service expenses provided that the need of the tow truck service is not caused by some event due to malice or negligence. The aforementioned “Road Assistance Plus” clause eliminates in any case the liability for the tow truck service in case of out of power battery, fuel freezing, wrong/unclean refueling, loss of keys or forgetting them inside the vehicle. In the event of violation of the Street

Code and/or other rules, even of a legislative nature, governing road traffic in urban and suburban areas committed by the Renter or by any authorized driver, even if different from the Renter, the latter is obliged to indemnify and hold harmless the Lessor from any fines issued by the competent Authorities. If, regardless of any fines issued by the Authorities, the administrative detention and/or seizure of the vehicle is actioned, the Renter must also pay the price of the rental vehicle, calculated according to the official rate for the entire period between the date of the administrative detention and/or seizure and the cessation of the effects of the measures applied. The Renter will also indemnify the Lessor of any expense of the administrative procedure in question. It is expressly agreed that in the event of extraordinary cleaning of the vehicle (sanitation), the Renter will be charged for the relevant amount as per the SBC "Damages Table". Upon drop off of vehicle, it is the Renter's responsibility to check the state of the vehicle together with the Lessor desk staff. In case of missing concomitant check in, which is not due to omissions and/or organizational shortcomings of the Lessor, the Customer authorizes the Lessor to charge him for a sum equal to the amount of damage found on the vehicle. However, the Renter has the right to give evidence as per the article 1588 of the Civil Code. If no accident has occurred, in order to allow the Lessor to protect their rights against fraud or unfounded claims, the Renter must, upon drop off of vehicle, declare explicitly in writing that he has neither suffered nor caused any event (damage).

**2.5** In case of accident, the Renter is obliged to: a) inform the Lessor immediately by e-mail, telegram or fax and send him a detailed report within 24 hours using the form to be found among the vehicle's documents; b) inform the nearest Authority and request a copy of the report to be delivered by the Renter at the rental station within 24 hours; c) fill in all parts the Accident Report Form (CAI), signed by the Renter and the third party involved, specifying names, addresses and telephone numbers of eye-witnesses, license plate number of all vehicles involved, the information relating to insurance and ownership of the mentioned vehicles; d) supply to the Lessor any other useful information; e) follow Lessor's instructions concerning the safeguard and/or repair of the vehicle. In case the Renter does not furnish a complete Accident Report Form, signed by any third party involved (or, if this is not possible, the Renter must at least produce the information stated by the point a) ) together with the report released by the competent local Authorities and/or if he does not stick to the mentioned procedure, he will be held responsible for all damages to the vehicle regardless of the limit of the clause penalty billed upon pick up of vehicle and regardless of the subscription of the "Car Protection Plus" and/or "Pai Plus" and/or "Super Gold Protection" clauses. In case the fault for the accident is potentially not the Renter's, the Lessor will charge him, by way of precaution, for an amount sticking to the SBC "Damages Table" or by specific damage report for those damages not displayed there, awaiting the payment of the damages by the third party's Insurance Company. Moreover, the Renter is obliged to inform the desk staff of the pick up office about any possible damage (even if of a small extent and regardless of how this has occurred) and to leave a detailed written report. If this is not done, the Renter will not be freed from the contract obligation even if he has subscribed the "Car Protection Plus", and/or "Pai Plus" and/or "Super Gold Protection" clauses. Furthermore, the Renter will be charged for all damages caused to the vehicle as well as the technical non-use. In particular, for the damages displayed on the SBC "Damages Table", the technical non-use is one of the items constituting the fixed amount there reported while for the damages not displayed on the above table the renter will be charged for a sum as technical non-use stated as per the official rate, equal to the amount due if the rental had been extended for a period of time necessary to carry out the repair and to retrieve the spare parts.

**2.6** Renter undertakes to return the vehicle and the keys to the place and by date specified on page 1 of the rental agreement or whenever if the Lessor so requires, in the same conditions as received and with the same equipment and accessories. The rental is deemed closed upon receipt of the car keys by our desk staff. If the vehicle is not returned at the specified time, or to the specified location, the extra time and the cost of transferring the vehicle to the proper location will be at the expense of the Renter. Whenever the vehicle is not returned within the stated date, the Lessor has the right to regain physical possession of the vehicle, whenever and wherever this is possible, by any

means whatsoever even against Renter's will and the Renter will be liable for all expenses occurred by it. In this case, the Lessor will be exempt from all liabilities regarding objects left inside the vehicle. If the Renter returns the vehicle locked and with the keys inside, he will have to pay for any expense arising to open it and to retrieve it along with the amount, stated as per the official rates, relating to the time necessary for the repairs of the vehicle and to collect the spare parts (loss of profit for technical non-use); the Renter will not be charged for the aforementioned expenses to retrieve the vehicle if he has subscribed the optional "Road Assistance Plus" clause at the beginning of the rental. Anyway, the Renter will be charged for the additional service fee and the postal charges.

**2.7** The Renter will pay the Lessor for: a) the rate for the agreed rental period and of the chosen vehicle category at the time of entering the contract and specified on page 1 of the rental agreement; b) the one way fee which will be applied if the vehicle is returned to a different location. The amount of this supplement is reported on the individual rental agreement signed by the Renter; c) the One Way fee for the GPS which will be applied if the GPS is returned to a different location. The amount of this fee is reported on the individual rental agreement signed by the Renter d) the VAT (governmental tax) in force at the time of closure of the rental agreement; e) the necessary amount to fill the tank with fuel or returning the vehicle with the same fuel level as upon pick up plus the refuelling service fee, which is charged in case the Renter does not return the vehicle with the tank full of fuel or with the same fuel level as upon pick up; f) the amounts possibly owed to the Lessor as penalties; g) the supplements stated for the subscription of the "Car Protection Plus" and/or "Pai Plus" and/or "Super Gold Protection" and/or "Road Assistance Plus" clauses; h) the airport and downtown surcharge (calculated as a percentage on all rental on the whole rental amount before fuel and VAT) as reported on the individual rental agreement; i) the supplement for delivery and/or collection of vehicle outside the normal working hours. This supplement is of € 31,00 + airport or downtown surcharge + VAT (per vehicle) applied within 1 hour after office closing time; of € 70,00 + airport or downtown surcharge + VAT (per vehicle) applied starting from 1 hour after office closing time; of € 70,00 + airport or downtown surcharge + VAT (per vehicle) applied for all out of hours pick ups and/or drop offs during the holidays. The limited mileage rate will be stated by reading the vehicle's mileage counter. Renter undertakes to check periodically that the mileage counter is working properly and to inform the Lessor immediately upon discovering that it is not and then follow the Lessor's instructions. If, upon drop off, the mileage counter appears to have been tampered with and/or it is not in order, the charge will be calculated on a daily 200 kms basis. Any time a rate is calculated as being "per day", the term "day" refers to a period of 24 hours or a segment of it, beginning from the time the Renter takes possession of the vehicle, unless the rate defines otherwise. A 59 minutes grace time is allowed after which 1 extra rental day will be charged. In any case, all charges are subject to final audit by the pick up location and/or the drop off location and or the Invoicing Department.

**2.8** The Renter undertakes to inform the Lessor, at the beginning of the rental, of all additional drivers, who shall have the same obligations as the Renter himself regarding the conditions of the rental contract. For this, the Renter shall pay the extra fee, as per the official rates, for each additional driver, whose fee is reported on the individual rental agreement.

### **3. PROHIBITION OF THE PASSAGE OF THE CONTRACT**

- 3.1** The passage to, or the stipulation of the rental agreement on behalf of third parties is forbidden  
**3.2** The Renter is responsible in whatever case for the actions and/or negligence of whomever drives the vehicle.

### **4 FIRE AND THEFT**

**4.1** In case of theft and/or fire to the vehicle (total, partial and/or attempted), the Renter is obliged to report the event to the competent Authorities and to deliver to the Lessor certified copy of the report issued by the Authorities themselves. In this case, the payment of the rental is due until the date of delivery of the copy of this report at the rate agreed at the beginning of the rental or at the official rate if the report is delivered after the stated drop off date. In case of total theft of the vehicle due to malice or gross negligence of the Renter, the latter will be charged for the cost

of a full tank of fuel (determined on the basis of current fuel prices at the time of payment) as well as the penalties above indicated. If a theft occurs, the Renter is obliged anyway to return the original keys of the vehicle. Failure to return the keys of the vehicle means a presumption of negligence of the Renter for the purposes of compensation unless the Renter can prove that he is not liable for the occurred event. In case of subscription to the "Car Protection Plus" clause, it is necessary stick to the here above art. 2.4. In case of theft of the vehicle, with subsequent finding, in case of damages or missing parts, the Client will still be liable to the Lessor within the TLW penalty limit.

## **5. FISCAL DOCUMENTATION**

**5.1** The personalised invoice will be issued to the Renter upon request at the time of signing the rental agreement provided that he has furnished his taxpayer's code number and/or VAT registration number.

## **6. EXONERATIONS, EXCLUSIONS, CONTROVERSIES, MISCELLANEOUS**

**6.1** In accordance with the provisions of art. 33, co. 2, letter. a) and b) and of art. 36, co. 2, letter. a) and b) of Legislative Decree 6 September 2006 n. 205, the Lessor will be responsible only for cases of death or personal injury caused by fault or omission of the Lessor and/or damage suffered by the Renter due to total or partial failure or inadequate performance of the Renter itself. The Lessor shall not be required to keep any item that may have been left in the vehicle upon drop off.

## **7. AUTHORISATION FOR TEMPORARY EXPORT**

**7.1** The Lessor authorises the Renter to take the vehicle abroad (see article 2.3 of the general conditions) on a temporary export basis. This authorisation excludes countries in the relevant section on page 1 and those where acts of war and/or political uprising are in order

## **8. PROHIBITION OF THE MODIFICATION OF THE CONTRACT GENERAL CONDITIONS**

**8.1** No modifications whatsoever may be made to the present general conditions unless previously authorised by the head office of SICILY BY CAR S.p.A.

## **9. PAYMENT OF THE RENTAL**

**9.1** The payment of the entire rental charges are due at the time of entering the rental agreement. At the same time, the Renter must sign, on page 1 of the rental agreement, the authorisation to the charge on his credit card of missing fuel and/or fines and/or deductibles for damages and/or theft as per the Delayed Charge clause. In the case of payments not received by the agreed due date, the Lessor is authorised to charge the Renter with interest at the official annual interest rate plus 5 percentage points, including any costs incurred beginning from the date the rental agreement was signed.

## **10. ACTS OF VANDALISM**

**10.1** For all damages deriving from acts of vandalism occurring during the period in which the vehicle was in possession of the Renter, whether in his presence or absence, the renter is liable unless he has subscribed both the "Car Protection Plus" and "Pai Plus" clauses or "Super Gold Protection" clause. The Renter, however, is obliged to furnish, upon drop off of the vehicle, a proper declaration issued by the competent Authorities, otherwise he will be charged for all the damages occurred. In case the Renter signs only for the "Car Protection Plus" clause or the "Pai Plus" clause, all damages caused by acts of vandalism are not covered.



## **11. LOCALIZATION**

**11.1** By signing the rental agreement, the Renter expressly and unconditionally authorises the Lessor (or any other subject this might instruct) to monitor at distance by satellite alarm system, or similar device, the correct use and working of the rented vehicle.

## **12. COMPLAINTS**

**12.1** Any possible complaint to raise to the Lessor must be sent in writing exclusively within 20 days after the end of the rental.

## **13. VALID LANGUAGE FOR THE INTERPRETATION OF THE CONTRACT**

**13.1** The Italian version of the present contract general conditions will prevail in the event of any dispute arising from differences with the English version, since the Italian one expresses the exact will of the parts.

## **14. EXCLUSIVE RELEVANT COURT**

**14.1** For any dispute arising out of this contract, the parties agree that the Court sitting in Palermo is competent. This provision shall not apply, however, to customers who qualify as consumers pursuant to art. 3, co. 1, letter. a) of Legislative Decree 6 September 2005, no. 206 (so-called Consumer Code), in which case the Court of the place of residence or domicile of choice of the Renter will be competent. The rental agreement is governed by the Italian law, therefore, any dispute or legal action regarding the rental agreement, the Italian Law will be exclusively applied before any Authority or Court.