

# **General rental terms and conditions**





## BRIEF PRELIMINARY INFORMATIONS.

- **1.** Before driving the rented vehicle and upon returning it, carefully inspect its condition: any damages present but not reported on the rental agreement may be charged to you according to the terms and conditions specified in the rental agreement and the general rental conditions.
- **2.** If any fines are imposed on the rented vehicle, we recommend that you directly pay the fine before the end of the rental period, providing a copy of the ticket and payment receipt. If you fail to pay or if the fines are confirmed without immediate dispute, Automania S.r.l. will notify the driver of the rented vehicle and an additional charge will be applied according to the general conditions. Automania reserves the right to take any action to recover the credit according to article 196 of the Road Code.
- **3.** In case the vehicle is not safe to drive due to a breakdown or accident, we recommend that you immediately contact Automania S.r.l. at the provided numbers.
- **4.** In case of theft, total or partial loss of the vehicle, or loss of the vehicle keys, you should report the event within 24 hours and send the report to Automania S.r.l. The original report must be delivered to the nearest Automania point within the next 24 hours. Failure to do so will render any liability limitations/exclusions signed inoperative.
- **5.** Automania vehicles can be driven abroad only in countries and under conditions indicated in the general contract, with prior authorization from the lessor.
- **6**. If you want the invoice for the rental to be addressed to a different person or legal entity than the renter, you must provide a request from the beneficiary containing their personal data, billing address, and fiscal code at the check-out time.



## RENTAL TERMS AND CONDITIONS.

#### **Art. 1** (Parties of the lease)

- 1.1. These terms and conditions apply to the person who signs the "Order Form" and is indicated in the "Driver/Client" field, to any different "payer" (always indicated in the order form in the "Billing Details" field), as well as to any (other) Driver who is expressly indicated in the order form and therefore authorized to drive the Vehicle. In the event that the vehicle is transferred to an unauthorized person, this will be considered a violation of these T&C and all parties mentioned in the previous paragraph will be held jointly responsible for all the consequences that may arise from this, including liability to Automania S.r.l for damages caused by themselves or by a third party unauthorized to drive. In such circumstances, the renter and the unauthorized driver may not be covered by insurance and any limitations/exclusions of liability that may have been signed will be void (only the mandatory third-party liability insurance will remain in effect). Therefore, this rental contract is concluded between Automania Noleggio S.r.l (hereinafter referred to as the Lessor) and the Client at the time of signing. The rental contract is primarily governed by these terms and conditions, which the parties declare to accept, and which can only be modified with specific written agreement between the parties.
- **1.2.** By signing the order form, the Client also declares to have read and accepted these terms and conditions.
- 1.3. In addition to the Client/driver, any additional drivers and/or the payer (i.e., the person to whom the invoice is issued) also assume, jointly and severally with the Client, all the obligations arising and/or resulting from the rental contract and its execution. This means that all obligations arising from this contract on the part of the Client are also referred to the other parties under the bond of joint and several liability, even where the text of the contract refers, for the sake of simplicity, only to the Client in general terms.
- **1.4.** A "**supplementary driver**" is defined as the person, fully identified in the contract and authorized by the Client to drive the rental vehicle, who is personally and jointly liable with the main driver who signed the order form for all active or passive conduct that causes damage or constitutes a breach of contract.
- **1.5.** The Client declares, aware that false statements may result in legal action, to have provided Automania with their true and useful personal and identifying data and that the documents provided to Automania are original or conforming copies of the originals and currently valid.
- **1.6.** The Client, on their own behalf and on behalf of all authorized drivers, undertakes to be always available at the telephone numbers indicated in the contract.
- **1.7.** Automania reserves the right, in any case, not to conclude contracts with persons or entities who, in its elusive and unchallengeable judgment, are not welcome.
- **1.8.** All vehicles in the fleet may be rented by persons between 21 and 75. Customers under the age of 21 can rent and drive the car by purchasing the additional supplement called "Young Driver"

## **Art. 2 (Documents of the Rental)**

The following are official charter documents:

**Order Form:** The Order Form is the contractual document that summarizes the conditions applied to the rental, including the characteristics of the rented vehicle, its condition at the time of rental, the times and places of the agreed beginning and end of the rental, the services, including additional accessories, and the applicable economic conditions. The Order Form must be signed by the customer, including with graphometric methods, in order to rent any vehicle..

By signing the Order Form, the customer expressly accepts all the contractual conditions referred to in these terms, with separate signature given in accordance with Article 1341 of the Italian Civil Code

The Order Form, signed by the Customer, constitutes a rental request and, once accepted by the Lessor, becomes an integral and substantial part of this contract. The Lessor will lease to the Customer, in accordance with these general conditions, the vehicle better described in the Order Form, in which the requested services, the main characteristics of the rental and the economic conditions thereof will also be specified. In case of incompatibility between these general conditions and the Order Form, the agreements contained in the latter will prevail, limited to the rental of the vehicle subject to it.

**Delivery Report** (*Check Out*): The Delivery Report (or Check Out) contains the indications regarding the condition of the vehicle at the time of delivery to the customer (kilometers driven, notes on the bodywork, etc.). The Customer, upon signing the Order Form and the Delivery Report, declares to have examined the vehicle and to receive it from the Lessor in excellent condition, fully functioning in every part, equipped with all the documents required by law for road traffic in Italy, and with valid insurance policies.

**Return Report** (*Check In*): The Return Report (or Check In) contains indications regarding the condition of the vehicle at the time of return to the rental location. Any anomalies and/or damages suffered by the vehicle will be recorded in the aforementioned report, which will be charged to the customer (in case he/she cannot prove absolute non-involvement, such as in the case of an active road accident).

# **Art. 3 (Taking charge of the vehicle)**

- **3.1.** The vehicle is deemed suitable for the agreed use and is delivered with the accessories indicated in the Delivery Report and all the necessary documents for circulation, such as a certified copy of the registration certificate (which must always be left inside the vehicle), the insurance certificate, and the sticker. The vehicle is supplied with a full tank of fuel, unless otherwise indicated in the Check Out, and must be returned at the end of the rental period with the same amount of fuel (see Article 8.8);
- **3.2.** If the Customer detects any damages and/or anomalies on the rented vehicle and does not report them in writing on the Delivery Report or in the Rental Agreement, the vehicle will be deemed accepted without any exclusions or reservations.
- **3.3.** In case of unavailability of the booked vehicle on the agreed day of delivery, the Lessor may provide the Lessee with a replacement vehicle of the same category and level, or in the absence of such availability, of a higher level (at the same price)

If the reservation is made online through the website "www.automaniasrl.com", the Lessor reserves the right to notify the unavailability of a vehicle with the required characteristics within 48 hours from the telematic reception of the reservation. Only if Automania S.r.l. is

unable to provide a replacement vehicle, it will refund the daily rental fee agreed upon for the period between the expected delivery date and the actual delivery date, without prejudice to the Lessee's right to terminate the contract.

- **3.4.** In case of cancellation by the customer of the booked vehicle communicated with less than 48 hours notice, they shall still be required to pay an amount corresponding to the agreed rental rate for the days booked. An analogous amount shall be due to the Lessor in case of early return of the vehicle.
- **3.5.** The vehicle is delivered to the customer ready for use at the agreed location. The delivery is subject to the establishment of a non-interest bearing security deposit whose value depends on the reserved car group. The amount of the security deposit will be indicated by the Lessor in the order form.

## **Art. 4 (Return of the vehicle)**

- **4.1.** At the natural or extended expiration of the contract, or in any other case of termination or early interruption, the Client is obliged to return the vehicle to the headquarters of Automania S.r.l. or to another location authorized by the same, in the conditions in which it was received, taking into account the average wear and tear determined by use made in accordance with the contract, and with the respective circulation documents, insurance policies, keys, and any duplicates..
- **4.2.** Upon returning the vehicle, the Customer is obliged to check, in the presence of a representative of Automania S.r.l., the condition of the vehicle and the mileage, and to sign the return report (check-in).
- **4.3.** In case, at the natural, anticipated or extended expiration of the contract, or in any case of termination and/or withdrawal, the vehicle is not returned for any reason, even not attributable to the Customer, on the day/place/time established, the latter shall be obliged to pay a penalty equal to the daily rental cost until the actual return, without prejudice to the right of the Lessor to claim any further damages. In any case, the Lessor shall have the right to file a complaint/report to the competent judicial authorities and to proceed with the blocking and subsequent forced recovery of the vehicle at the expense and responsibility of the Customer. If this is not possible, the Lessor may request payment of an amount equal to the commercial valuation of the vehicle at the time of non-return, in addition to the rental fees accrued up to that point.
- **4.4.** It is nevertheless agreed that in all cases of non-return or unjustified return (at the natural or extended expiry of the contract or in any other case of early termination), the Client shall always be held responsible for the custody and preservation of the vehicle, even beyond the contractual term.
- **4.5.** In case the vehicle is returned remotely, i.e., when the offices are closed (e.g., keys in the drop box), the Customer shall be considered the custodian and responsible for the vehicle (and any damages) until Automania, through its own operator, takes charge of the vehicle, verifying its actual conditions of use.

## **Art. 5 (Property Deed)**

**5.1.** The ownership of the leased vehicles and any other related rights remain at all times with Automania S.r.l. The Customer expressly acknowledges that they cannot claim any ownership rights in relation to them.

# 5.2. The Client shall not sublease, mortgage, and/or subject the leased vehicles to any form of lien or pledge or encumber them in any way.

- **5.3.** If any third party takes legal action, seizes or carries out any type of enforcement action against the rented vehicle, the Customer is obliged to immediately inform and demonstrate with any document in his possession, that the vehicle is not his property, but subject to a rental contract. He is also obliged to promptly notify (within 12 hours) the Lessor in writing of the act/event.
- **5.4.** The Customer, by signing this contract, undertakes to keep a copy of the order form inside the vehicle and to show it upon request of the competent Authorities. If, due to the breach of this obligation, the rented vehicle is subjected to immobilization or seizure, the Customer shall reimburse the Lessor for the damage suffered as a result of such measures, assessed in advance at the rental fee for each day, without prejudice to compensation for further damages.

## Art. 6 (Customer's obligations in relation to the use of the vehicle)

**6.1.** The rented vehicle shall be driven exclusively by the signatory of the contract (customer) or by another expressly authorized and identified subject (additional driver) indicated in the order form. In any case, all drivers must possess the age and driving qualifications as required by the current regulations.

The Lessor may refuse the delivery of the vehicle if there aren't the right requirements.

- **6.2.** The vehicle shall not be used in a manner that renders the insurance policy conditions invalid, ineffective, or inapplicable, and in violation of the Highway Code or other legal provisions.
- **6.3.** The vehicle shall not be used for the transportation of people and/or goods exceeding the quantities provided for in the registration certificate.
- **6.4.** The odometer must not be tampered with and/or damaged. In case of malfunction of the device, the Customer shall immediately notify Automania S.r.l in writing via fax or email.
- **6.5.** The Customer shall drive, use, and keep the vehicle with the diligence of a good family father and with the specific care required in relation to the type of rented property and its commercial value.
- **6.6.** The Customer shall drive and use the vehicle scrupulously adhering to legal provisions, the specific use indicated in the registration certificate, the rules of the Highway Code, and assuming any responsibility resulting from any violations.
- 6.7. The Customer undertakes to comply with all the rules and provisions of the Highway Code and shall be personally liable (and jointly and severally liable with the subjects referred to in Article 1.1.) for any violations committed while driving the rented vehicle.

- **6.8.** In case the signatory of the contract allows the use of the rented vehicle by third parties who have not been previously authorized and identified, he/she shall be personally liable for any violations committed.
- **6.9.** For any violation tickets that may be notified to the Lessor, Automania shall request the competent Authority to re-notify them to the Customer, charging the latter an administrative handling fee of  $\[ \in \]$  50.00.
- **6.10.** The Customer undertakes to provide all personal data of himself/herself and the driver of the vehicle to the investigating body upon request. In case the Customer fails to comply with this obligation, the Lessor shall charge all amounts that he/she is obliged to pay.
- **6.11.** The Customer shall not use the vehicle for transporting passengers for hire, competitions or events of any kind (unless expressly authorized in writing by the Lessor), for towing (unless the vehicle is equipped with a suitable tow hook regularly requested from and authorized and insured by the Lessor), towing or pushing another vehicle..
- **6.12.** The Customer undertakes not to drive/use the rented motor vehicle and not to tolerate it being driven/used by others under the influence of alcohol, drugs, medication or any other substance that impairs the ability to understand, react or drive.
- **6.13.** The client also agrees not to drive/use the rented vehicle and not to allow it to be driven/used by other persons for purposes contrary to the law, for the transportation of animals (unless expressly authorized in writing by the Lessor), for the transportation of explosive, dangerous or polluting goods.
- **6.14.** Smoking is prohibited inside the vehicles; consuming meals, drinks or food inside the cabins; subjecting the vehicle to washes with rollers or similar that may damage the paint.
- **6.15.** The Lessor is not responsible for objects left inside the vehicle, which are considered abandoned.
- **6.16.** From the date of the rental until the return of the vehicle, the Client shall be liable for all damages to persons/animals/things arising from the use, custody, and circulation of the vehicle, even if attributable to fortuitous events, force majeure, or acts of third parties not covered by the mandatory insurance coverage for civil liability.
- **6.17** In case of a road accident, the management thereof will be exclusively borne by the lessor: in such cases, the Client shall immediately inform the lessor by telephone, telegram or fax and send within twenty-four hours from the incident a detailed report of the accident written on the appropriate form (CID/CAI) attached to the vehicle documents, taking note of the details of the parties and any witnesses, the license plate numbers of all the vehicles involved, theirownership and insurance coverage data, and carry out with diligence the instructions provided by the lessor regarding the custody and repair of the vehicle.

The completion and signature (by the parties involved) of the CID/CAI is only allowed after prior authorization provided by the lessor. In case of non-fulfillment of even one of the above obligations, the client shall be liable for damages suffered by the vehicle, even in the case of a potentially active accident. The lessor does not guarantee the replacement of the vehicle with another vehicle in any case of accident related to damages or theft. As a general expense for

the recovery of damages suffered as a result of the passive and/or contributory accident, the client undertakes to pay the amount of 500.00 euros (for cars) or 750.00 euros (for trucks) upon reporting the accident, in addition to any compensation for damages suffered by the vehicle (which the lessor reserves the right to quantify through its affiliated workshops).

- **6.18.** Automania S.r.l. may charge the Client for damages resulting from the lack of or delay in the transmission of the aforementioned communications.
- **6.19.** The Client is responsible for paying highway tolls and parking fees. The Lessor, upon receiving the aforementioned requests, will request that the relevant authority re-notify the Client, providing the necessary information, and will charge the Client an administrative fee of 30.00 euros for each request.
- **6.20.** All accessories, whether provided or not by the Manufacturer, are an integral part of the rental and, as such, remain the property of Automania S.r.l. They will be supplied once only, and in case of malfunction and/or theft, they will not be replaced.
- **6.21.** The partial or total non-compliance with one or more obligations of this article by the Customer, even for one of the vehicles subject to this contract, constitutes a breach and entitles the Lessor to request, at its sole discretion, the termination of the contract.

# Art. 7 (Responsibility)

- **7.1.** Upon taking possession of the vehicle, the Customer shall act as its custodian and shall be considered the legal custodian of the vehicle for all legal purposes. The Customer is legally bound to care for the vehicle with the diligence of a good father of a family and with the specific diligence required by the commercial value and use of the vehicle. The Customer acknowledges that they are not and will not become the holder of any real or personal rights in the leased vehicle and the accessories (including keys) that are provided by the Lessor.
- **7.2.** In case of loss, theft or damage to the vehicle and/or the accessories accompanying it, the Customer is obliged to immediately contact the Lessor, as well as to report the incident to the nearest competent authorities, sending a copy of the report to the Lessor within 24 (twenty-four) hours. In such cases, the customer is obliged to pay the rental fee for the period between the beginning of the rental and the date of receipt of the report by the Lessor, according to the agreed rate at the beginning of the rental, or according to the official rate if the report is received after the expected return date.

The customer is obliged to deliver the keys of the vehicle together with the report. In case of failure to deliver the keys, the customer is obliged to pay the Lessor the full value of the vehicle according to the Eurotax yellow list.

In case of theft and/or fire of the vehicle, the Customer is always required to pay the deductibles as indicated in the office and transcribed in the order forms, with the possibility of reducing such amounts if he/she has purchased a special liability limitation as provided for in the following point 10.

It is understood that in any case, the validity of the limitation of liability clauses is subject to compliance by the customer and the authorized driver with all the relevant provisions and obligations provided for in Article 6 of these general contract conditions. Except for the prohibition on driving as set out in Article 7.7, no liability limitation is effective for rentals made in countries other than those specified herein.

The Customer (and any Guarantor or other jointly liable party) undertake to immediately reimburse the Lessor for any expenses incurred for the recovery of the vehicle or accessories, or for the production of duplicate keys, even if this should entail the complete replacement of the locking systems of the vehicle.

- **7.3.** The Lessor does not guarantee the replacement of the vehicle with another vehicle in any case of damage or theft.
- **7.4.** Automania is responsible, directly or through authorized repair shops, for technical faults of the vehicle and for ordinary and extraordinary maintenance; travel and parking expenses expressly borne by the Customer are not included. However, any liability on the part of Automania for any damages to persons or property of any nature (for example, ruined vacation) resulting from the malfunction of the vehicle is excluded.
- **7.5.** Automania is not liable for any defects, including hidden ones, in the vehicle and its accessories, construction defects, for which the application of DPR 224/1998 on liability for defective products is invoked, and related consequential damages.
- **7.6.** Automania, furthermore, shall not be liable in case of unsuitability of the vehicle for the service it is intended for due to omissions or inaccurate information provided by the Client..
- **7.7.** It is forbidden to drive the vehicle or truck abroad, except with the specific written authorization of the Lessor. It is an absolute prohibition, instead, to drive vehicles or trucks where the green insurance card is not valid and in any case where there are political disorders or states of war;
- **7.8.** In case the Client leaves the State without specific authorization, an immediate report to the competent Authorities will be made, and the vehicle will be recovered at the Client's expense. Furthermore, the Lessor shall have the right to immediately collect the security deposit and charge the penalties for contractual non-fulfillment provided for in Article 11.3 of this contract. If the departure results in the loss of insurance coverage, any liability, including damages caused to oneself or others, to the leased vehicle, or for the total or partial loss of the asset, will be the sole and total responsibility of the Client.
- **7.9.** The costs of restoring the vehicle beyond normal wear and tear, as well as those resulting from accidents not regularly reported, or those with partial or full liability of the Customer, shall be charged to the Customer as compensation for damages. The related amount will be offset, up to the limit, with the sum constituted as a security deposit and/or other guarantees provided at the time, except for compensation for further or different damages.
- **7.10.** The customer authorizes Automania s.r.l. to automatically debit any costs for damages referred to in the previous paragraph, using the same payment methods or through direct debit on the credit/debit card and in any case through offsetting with the amounts already paid as a security deposit.
- **7.11.** The eventual additional mileage beyond the agreed upon amount will be calculated at a cost of 0.30 euros per kilometer, and charged to the Customer using the same methods as mentioned above.

## Art. 8 (Maintenance and repair)

- **8.1.** Automania will provide ordinary and extraordinary maintenance to keep the vehicles in a state of efficiency and safety (when, at the sole discretion of the Lessor, it becomes necessary also in consideration of the mileage traveled) and will take care of repairs. Maintenance and repairs include:
- a) all interventions indicated in the vehicle's use and maintenance booklet necessary for its correct operation;
- b) all repairs and/or replacements resulting from breakdowns of those spare parts which, in the Lessor's judgment, are technically necessary also in consideration of the kilometers traveled;
- c) ordinary and extraordinary revision;
- d) periodic checks on the dates provided in the Driver's Handbook;
- e) the possible oil top-up (if necessary);
- f) the replacement of tires when they are worn within the minimum limits established by the applicable laws.

The Customer is required to inform Automania in writing if he/she notices defects in the tires or any anomalies. Automania is not responsible for the costs related to punctures, except in the case where the Customer has not purchased a special liability limitation (see point 10).

The supply of seasonal winter tires is not included, unless otherwise indicated in the order form and/or subsequent modifications accepted by the Customer.

#### Excluded interventions:

- a) the supply of fuel, special oils different from those recommended by the Manufacturer, additives of any kind, tire inflation with gas other than air;
- b) repairs of damages caused by the use of polluted fuels or different from those indicated by the Manufacturer;
- c) external and internal washing of the vehicle, engine washing;
- d) polishing;
- e) repairs of the interiors due to accidental deterioration or neglect;
- f) repairs resulting from loss of keys;
- g) repairs for damages caused by the presence of water in the fuel tank or aspiration of water into the engine during operation.
- **8.2.** Maintenance and repair operations must be carried out, on working days and hours, exclusively at workshops affiliated with Automania, or, with prior authorization from Automania, at those chosen by the Client. Before performing any maintenance work, the Client must contact Automania by phone to define the methods, timing, and places of execution. The agreements and relationships with these workshops are managed exclusively by Automania, which will directly pay for the work. Maintenance and repair operations will be carried out under the sole responsibility of the workshop, which is solely responsible for any damages..
- **8.3.** In case of absolute necessity, the Client, in derogation of what is established in the previous point 8.2., may directly provide, upon request for authorization from Automania, for any necessary repairs. The reimbursement will be made upon presentation of a regular invoice from the workshop, duly receipted, addressed to the company Automania Noleggio S.r.l., Viale delle Alpi 91 A/BP P. IVA 06297470822 via Registered Mail with Return Receipt or Certified Email.

- **8.4.** The Client is prohibited from using the rented vehicle in conditions of malfunction, in order to avoid possible aggravation of the malfunction or situations of danger to themselves or to others, third parties, animals or property. The Client, being appointed custodian, is obliged to monitor and promptly act to verify and maintain the good condition of maintenance and operation of the vehicle.
- **8.5.** In case of irreparable breakdown, the Customer shall promptly and diligently take action to allow the return of the malfunctioning vehicle to the Automania office or, alternatively, with the prior authorization of the lessor, to the nearest technical assistance center authorized by the manufacturer of the rented vehicle designated by the Lessor, also using suitable roadside assistance if necessary..
- **8.6.** The Customer bears full responsibility for the correct and appropriate use of the vehicle and for monitoring its efficiency at all times, even after repair or maintenance interventions.
- **8.7.** Automania shall have the right to demand payment of the entire rental fee in the event that, during the rental period, the vehicle is damaged or rendered unusable by the Customer due to their own fault or the fault of third parties attributable to the Customer. Automania reserves the right, at its sole discretion, to claim for greater damages.
- **8.8.** The Client undertakes to return the vehicle to Automania with a full tank of fuel and in any case in the same condition in which it was received. If at the time of return the vehicle is not refueled with a full tank of fuel, the Lessor shall have the right to charge the Client for the costs incurred for refueling.

# Art. 9 (Extension)

- **9.1.** The client has the right to request one or more extensions before the expiration of the contract.
- **9.2.** Automania reserves the widest discretion in evaluating the adherence to the proposal of extension of the contractual deadline, which may take place only upon written acceptance by the Lessor communicated to the Customer together with any new economic regulations of the contract and in consideration of the issuance of a new rental letter/order form indicating the new rental date

## **Art. 10 (Insurance coverage)**

**10.1.** The third-party liability insurance is included in the rental price for every vehicle in the fleet.

## 1) CIVIL LIABILITY (Standard)

In accordance with Law No. 990 of December 24, 1969, and subsequent amendments and additions, as well as the implementing regulation of the aforementioned law and subsequent amendments, Automania guarantees, within the agreed limits (maximums as per the table below), the sums due as compensation for damages unintentionally caused to third parties by the circulation of the rented vehicles, including capital, interest and expenses. A copy of the insurance policies will be shown to the Customer so that he is aware of the maximum coverage, deductibles, and exclusions, which remain the sole responsibility of the Customer.

Automania's	AA/B/C/A	CC/D/F	G-I				
Vehicle Group		A					P
Codes		M/S		L1/M1	N1/O	P1/Q1/R	
					1	S1/T1	
ACRISS	NBAR/MDM	HTMR/CDM	SVMR				
Vehicle Group	R/EDMR/	R/CMAR/IF	/	MK	CKMR	SKMR/P	
Codes	MBMR	MR/CWMR	IVMR	M	/	KMR/G	LFAR
				R/EK	IKMR	K	
				MR		MR/FK	
						MR	
Damages	€ 1500	€ 2000	€ 2700	€1500	€1500	€2000	€4500
Theft/Fire	€ 2000	€ 2600	€ 3000	€2000	€2000	€2500	€6000

The vehicle is insured for third-party liability. This means that the Customer is covered for any damage caused to the property of others (for example, their vehicle) and/or any injury suffered by third parties, including passengers travelling in the rented vehicle.

The Customer is therefore not required to pay any costs, unless the damage or injury was caused by:

- 1. Negligence, recklessness, and/or inexperience attributable to him/her;
- 2. Failure to comply with the contractual terms (for example, driving the vehicle with an unauthorized driver or without a valid driving licence);
- 3. Infringement of the Law.

In all these cases, no special limitation of liability will apply, and the Customer will be obliged to pay for all damages caused to the rented car and other vehicles involved, as well as third parties, in addition to the economic consideration for the days necessary to repair the vehicle.

In any case, the liability coverage does not include, other than active claims, damage to the bodywork, the wheels of the vehicle, the upholstery of the vehicle, the underlying part of the vehicle, glasses, vehicle keys, vehicle number plates, registration certificate and the loss of documents and/or accessories of the vehicle whose costs will be borne exclusively by the Customer unless he has signed and purchased a special limitation of liability.

**Damages exclusion:** Therefore, damages caused by the Customer or by the Driver while intoxicated, or under the influence of narcotic substances in violation of D.L 30/04/92 n.285 are excluded from the insurance coverage. In such cases the damage will be entirely borne by the Customer. The same for damages caused by the assumption of conduct prohibited by this contract.

## 2) SPECIAL LIMITATIONS OF LIABILITY

## **Theft and Total or Partial fire:**

The Customer, in order to avoid the payment of the consideration provided for by art.7.2 may decide to purcase a special limitation of liability for the theft and/or fire of the rented car.

The cost of the aforementioned limitation will be daily and the purchase will be ntoed in the order form, for the period indicated therein.

Even if attempted theft and robbery of the vehicle, both stationary and in circulation, including the damage suffered by the vehicle during the movement occurred after the theft or robbery and until the moment of discovery, the fire of the vehicle is also included, whatever the cause, is stopped and in circulation, but only if proven to be duly reported to the competent authorities, with exception of theft and/or damage to the good contained in the trunk or any goods carried,

car radio and any accessory and/or equipment not expressly provided for by individual insurance contracts, wheter inside or outside the vehicle leased.

If the theft or the robbery occurred abroad the complaint must be repeated to the Italian Authority. In any case of theft, the Customer, also through the user:.

- a. It undertakes to make an immediate complaint to the competent authorities and to send the original to the Lessor by registered A/R within 24 hours of the event, immediately anticipating it by fax or e-mail;
- b. Only in case of total theft, undertakes to hand over the complete set of keys to the Lessor;
- c. Upon request and subject to availability, the Lessor will replace the vehicle subject to total theft (subject to availability) with another vehicle of the group at the same rate as the contract in force at the time of the event, unless otherwise requested by the Customer;
- d. If the Customer orders a new vehicle, the tariff conditions will be those in force at the time of signing the new rental offer/order form;
- e. In the event of theft, loss or deterioration of the registration certificate, license plate, on or more vehicle keys or other documentation, the cost of the registration and vehicle restoration due to suche events shall be borne by the Customer.

Where necessary a complaint must be made.

Any discovery will be the sole responsibility of the Customer, as stated in the rental agreement.

#### **Kasko Silver Insurance**

The Customer may reduce the damage excess by 70% compared to the damage excess of the various car groups (see Article 10, point 1. Third-party liability), limiting their liability solely to accidental damage to the vehicle body, excluding damage caused by incompetence, recklessness, and negligence, and in any case for their own fault or due to passive or concurrent accidents, as well as mechanical damage, wheels, windows, frame, and underlying parts of the vehicle. The cost of the aforementioned limitation will be daily, and the purchase will be recorded in the order form for the indicated period.

## **Kasko Gold Insurance**

The customer may limit their liability for damage to the vehicle, including accidental damage to the bodywork, wheels, and windows, even if caused by road accidents (both active and passive). Damage caused by incompetence, recklessness, and negligence, or caused by a violation of road traffic laws, is excluded. Theft and fire remain the customer's responsibility in all cases. The cost of the aforementioned limitation will be daily, and the purchase will be recorded in the order form, for the indicated period.

## **Kasko Platinum Insurance**

The Customer can limit their liability for damages to the vehicle, including accidental damage to the bodywork, wheels, and windows, as well as for theft and/or fire, with the exclusion of those caused by incompetence, recklessness, and negligence, or by their own fault or as a result of driving in violation of traffic laws. The cost of said limitation will be daily and the purchase will be recorded in the order form, for the period indicated therein.

#### Mini Kasko

However, the customer still has the option to purchase individual limitations of liability (for mechanical damage, wheels, windows, frame, as well as the underlying parts of the vehicle),

possibly in addition to other limitations of liability. The cost of the aforementioned limitation will be daily and the purchase will be noted on the order form, for the indicated period.

- **10.2.** In the following cases, the responsibility of the Customer or the Driver in causing the harmful event will be regulated as follows: 1) willful misconduct or fault of the Customer/Driver or a third party that the Customer has admitted to using the vehicle. In this case, the Lessor will charge and the Customer will be required to pay an amount equal to the commercial value of the vehicle at the time of theft or fire; 2) failure to return the complete set of keys. In this case, the Lessor will charge and the Customer will be required to pay an amount equal to the commercial cost value for duplication; 3) failure to report to the competent authorities or failure to communicate to the Lessor within the terms and methods described in Art. 10 (Theft). In this case, the Lessor will charge the Customer a penalty amounting to € 250.00. 4) failure to complete the Blue Form or failure to communicate to the Lessor within the terms and methods described in this article. In this case, the Lessor will charge the Customer the amount provided in the rental offer/order form as a deposit, in addition to the difference up to the entire amount of the damage as assessed and quantified by an expert chosen by the Lessor.
- **10.4.** In case of accidents or breakdowns that make the vehicle unsafe and/or unusable, or if the cost of repair is deemed uneconomical, Automania will communicate the non-repairability of the vehicle, with automatic and consensual termination of the agreement. The evaluation of non-repairability is left to the unquestionable judgment of the Lessor. In such cases, the Client will have the right to obtain a replacement vehicle for the remaining duration of the contract, subject to availability, and with the option for the Client to terminate the rental agreement. If the Client orders a new vehicle, the pricing conditions will be those in force at the time of subscribing to the new offer..
- **10.5.** In case damages related to unreported accidents are detected at the time of the Contract closure and vehicle return, the Customer will be charged for the amount necessary to restore the vehicle, in addition to an additional amount of €500.00 (for cars) or €750.00 (for vans) as reimbursement for the deductibles that Automania will have to pay to the insurance company. If insurance compensation cannot be recovered due to the fault of the Customer/Driver, the Customer will be charged for the costs incurred.
- **10.6.** It is also understood that any compensation to be settled according to the insurance policy will be paid to the Lessor company in its capacity as the owner of the vehicle, in accordance with Article 1891, second paragraph of the Civil Code.
- 10.7. Are excluded form all insurance (standard or special) damage caused by the Customer or the Driver while intoxicated, or under the influence of narcotic substances in violation of D.L. 30/04/92 n. 285. In such cases the damage will be entirely borne by the Customer, The same applies to damages caused by the assumption of conduct prohibited by the law or put in place in breach of these general rental conditions.
- **10.8.** The Lessor will deliver, at the time of conclusion of this rental agreement, a copy of the insurance policies, which must remain inside the vehicle for the duration of the contract and be returned intact at the end of the term, Bearing in mind the overdrafts, deductibles and risks excluded, which remain at the expense of the Customer in full.

# Art. 11 (Payment methods and security deposit)

- **11.1.** The payment of the fees agreed in the rental agreement can be settled, by cash, credit card or debit on c/c for long-term rentals, at the agreed deadlines. A financial credit card must be presented (we accept international credit cards, such as: American Express, Diner, Visa, Mastercard; subjected to availability of the computer system we accept credit card of the Electon circuit, prepaid or ATM). If the credit card is accepted by Automania, he shall, upon express authorization of the Customer who intends to be granted and upon authorization to the Issuer Institution the payment instrument, provide for the binding of the sums deemednecessary for the performance of the contract.
- **11.2.** At the end of the conclusion of the rental agreement will be required a security deposit of €700,00 / 1000,00 depending on the type of car requested. It must be paid by credit card, subject to payment authorization of the Issuer. Thisdeposit, without interest, will be returned in the event that the vehicle is promptly returner, at the end of the contract, intact and without damage and subject to any compensation.

In the event of non-payment of the sum in question, the contract cannot begin and the Lessor will be entitled to terminate the contract without the need for prior notice or formal notice.

- 11.3. The rental fee, plus the security deposit, plus any other ancillary charges for which the Customer is responsible must be covered by the Customer's credit card on the date of conclusion of this contract; for this purpose the Customer (and, where appropriate, the Guarantor) authorizes Automania to charge its credit card, even on several occasions, any amount needed to certify the financial security status of the same, which must be such as to fully cover the rental costs, the deposit and any refuelling. Any expenses incurred by the Lessor to verify the State of financial availability of the credit cards of the Customer/Guarantor is at the exclusive expense of the latter, who authorize the Lessor to charge these charges themselves. In case of lack of financial cover, the contract cannot start and the Lessor will have the right to terminate the contract without the need of prior warning or fomal notice.
- **11.4.** The Customer undertakes to immediately reimburse the Lessor for all expenses incurred in order to obtain the fulfilment of the pecuniary obligations under this contract. For each form of debit the Customer expressly authorizes the Lessor to retain the sums deposited as a security deposit, after written notice or e-mail, in case of delay.
- **11.5.** The Customer expressly agrees that the Lessor transfers, in whole or in part, the claims claimed against the Customer, to third Companies (e.g. Factoring, bank discount, etc.) which, by becoming holders of the right to credit, will endeavour to recover the sums claimed.
- **11.6.** The Customer authorizes Automania to charge him at the end of the rental period, within a maximum period of 150 days, any costs relating to damages caused to the vehicle and any contraventions to the Highway Code which are high and costant. The charge will be made on request to the intermediary bank on the financial credit card (or similar payment method) with which the rental has been registered.

#### Art. 12 (Resolution)

- **12.1.** Without prejudice to what is agreed in the individual points, the default by the Customer to only one of the obligations agreed in points 1), 2), 3), 4), 5), 6), 7), 8), 9) and 10) of these contractual conditions will entail the determination of the contract with the consequent right of the Lessor to provide, after formal notice of termination by e-mail or by registered A/R, to the immediate withdrawal of the motor vehicle to means own responsible, without limitation some. As a penalty, the Customer must pay the amount of the fees still to expire, the travel and the travel expenses and transport of the vehicles; except in any case the greater damages, assessed Automania, caused by default.
- **12.2.** Automania reserves the right, however, to unilaterally terminate the rental agreement also with regard to one or more vehicles, after formal notice of termination by e-mail or registered mail A/R, if only one of the following occurs: a) non-payment, even in part, by the Customer, of the fee or other sum due under this Agreement, within the terms established by this Agreement. In this case, even for one vehicle, the Lessor reserves the right to declare the termination of the contract also for all or some of the other vehicles that may be in progress;
- b) subjection of the client to judicial seizure or execution on assets owned by him;
- c) Dissolution and/or liquidation of the Client's business for any reason;
- d) declaration of bankruptcy of the Client's company or subject to bankruptcy proceedings;
- c) Transfer of the business or branch or change of the business concerned by these general conditions.
- 12.3. Upon the occurrence of only one of these hypotheses, the Lessor will, upon formal notice of termination by e-mail or registered A/R, immediately pick up the vehicle by its authorized agents, without any limitation. As a penalty, the Customer must pay the amount of the fees still to expire, travel and travel expensed and transport of the vehicles; except in any case the greater damage, assessed by the landlord, caused by default. This also in constant opposition or challenge, judicial or not, of the Customer, and with the right to access the premises where these vehicles are located and remove them, acting, in any case, to the extent legally permitted. The Customer expressly and in advance authorizes Automania to act as descrived above in order to make it return to possession of the goods covered by the agreement, without this constituting breach of domicile or other crime of any kink of nature, relieving, at the same time, the Lessor of any liability for loss of profit and/or emergent damage.
- **12.4.** In all cases of resolution provided above, the Customer is obliged to the immediate return of the vehicles leased at the places indicated by the Lessor and nothing may require in order to advance return.
- **12.5.** In all cases of resolution provided above, the Customer will be required to pay the outstanding accrued and related incidental expenses, as well as the fees still to expire, travel expenses and transport, except in any case the greater damage, assessed by the Lessor.

# **Art. 13** (Conventional form for added or derogated pacts)

Any amendment and/or variation in derogation from any article of these general conditions, in order to be considered binding between the parties, must be signed in writing, signed for acceptance under penalty of nullity.

## **Art. 14 (Communication mode)**

For any written communication by Automania, the Customer expressly accepts that the sending of written messages by means of computer, more precisely by e-mail (directly to the e-mail adress provided) have the same value as a registered post.

At the discretion of the Lessor and possibly in cases of objective impossibility of using the IT tool, all communications may be made by registered mail.

# **Art. 15 (Personal data processing)**

The Customer undertakes to inform and inform third parties, of whom he will communicate to the Lessor common and possibly sensitive personal data, the methods and purposes of processing declared by the latter in the Privacy Policy pursuant to art.13 of D. Lgs. 196/2003 and reg. EU 679/2016 and s.m-o, on their scope of communication and the rights recognized by law to the data subject.

In the same way, the Customer declares that he has read the privacy policy, concerning the processing of personal data, drawn up by the company Lessrice and delivered to him in copy/exposed at the rental stations.

## **Art. 16 (Domicile of the parties and competent court)**

- **16.1.** The Lesspr and the Customer declare that they elect to their domicile the respective adresses reported in the contractual documents and undertake to communicate immediately to the counterparty in writing any relative variation as well as any change in the social name and legal status.
- **16.2.** For any dispute that may arise regarding the interpretation, execution or resolution of these general conditions, the Court of Palermo shall have exclusive jurisdiction.
- **16.3.** For what is not provided by these general conditions the rules of the Civil Code will be applied.

# **GENERAL CONDITIONS FOR VANS**

## **CIVIL LIABILITY (Standard):**

Pursuant to Law No. 990 of 24 December 1969, as amended and supplemented, as well as the implementing regulations of the aforementioned law and subsequent amendments; we guarantee, within the agreed limits (maximums as per the table below), the sums that, for principal, interest and expenses, are due as compensation for damages inadvertently caused to third parties by the operation of the rented vehicles. Copies of the insurance policies will be made available to the Customer so that they are aware of the coverage limit, deductibles, and exclusions, which remain the sole responsibility of the Customer

Automania's Vehicle Group Codes	L1 - M1	N1-01	P1 - Q1 – RS1 –T1
ACRISS Vehicle Group Codes	MKMR – EKMR	CKMR – IKMR	SKMR – PKMR – GKMR - FKMR

Damage	€1500	€1500	€2000
Theft/Fire	€2000	€2000	€2500

The vehicle is insured for third party liability. This means that the Customer is covered for any damage caused to the property of others (e.g., their vehicle) and for any injury suffered by third parties, including passengers traveling in the rented vehicle.

The Customer is not required to pay any costs unless the damage or injury was caused by:

- 1. Negligence, recklessness, and/or incompetence attributable to them;
- 2. Failure to comply with contractual terms (e.g., if the vehicle is driven by an unauthorized driver or without a driver's license);
- 3. Violation of the law; In all these cases, there is no special limitation of liability and the Customer will be responsible for paying all damages caused to the rented vehicle, as well as to the vehicles involved and to third parties, in addition to the economic compensation for the days necessary for the repair of the vehicle.

The coverage of civil liability does not include, in any case other than active accidents, damages to the bodywork, wheels of the vehicle, upholstery of the vehicle, underside of the vehicle, glass, vehicle keys, license plates, registration certificate, and loss of documents and/or accessories of the vehicle, whose costs will remain exclusively the responsibility of the Customer unless they have subscribed to and purchased a special limitation of liability.

**Damage exclusion**: Therefore, damages caused by the Customer or the Driver while under the influence of alcohol or drugs in violation of D.L. 30/04/92 no. 285 are excluded from insurance coverage. In such cases, damages will be entirely the responsibility of the Customer. The same applies to damages caused by behaviors prohibited by this contract.

#### SPECIAL LIMITATIONS OF LIABILITY:

**Theft and Total or Partial Fire**: In order to avoid payment of the fee set forth in the previous Article 7.2, the Customer may decide to purchase a special limitation of liability for theft and/or fire of the rented vehicle.

The cost of the aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein. Even in the case of attempted theft and robbery of the vehicle, both stationary and in circulation, including damage suffered by the vehicle during the circulation occurred after the theft or robbery and up to the moment of recovery, fire of the vehicle, whatever the cause, both stationary and in circulation, is also included, but only if proven by regular report to the competent authorities, except for the theft and/or damage to the goods contained in the trunk or any transported property, car radio, and any accessory and/or equipment not expressly provided by the individual insurance policies, whether inside or outside the leased vehicle.

If theft or robbery occurs abroad, the report must also be repeated to the Italian Authorities. In any case of theft, the Customer, also through the user:

a) undertakes to make an immediate report to the competent authorities and to send the original to the Lessor by registered mail with return receipt requested within 24 hours of the event, immediately sending it by fax or e-mail.

- b) Only in case of total theft, undertakes to deliver the complete set of keys to the Lessor.
- c) Upon request and subject to availability of vehicles, the Lessor will replace the vehicle subject to total theft (subject to availability) with another one of the same group at the same rental rate of the contract in force at the time of the event, unless otherwise requested by the Customer.
- d) If the Customer orders a new vehicle, the tariff conditions will be those in force at the time of signing the new rental offer/order form.
- e) In case of theft, loss or deterioration of the vehicle registration certificate, license plate, one or more vehicle keys, or other documentation, the costs of registration and repair of the vehicle due to such events will be borne by the Customer. If necessary, a report must be filed. Any uncovered amounts will be solely borne by the Customer, as stated in the rental contract.

## Mini Kasko:

However, the customer still has the option to purchase individual limitations of liability (mechanical damage, damage to wheels, windows, frame as well as the parts underneath the car), possibly in addition to other limitations of liability. The cost of the aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein

## MINI KASKO COVER AMOUNT FOR VANS.

Automania's Vehicle Group Codes	L1 - M1	N1-01	P1 – Q1 – RS1 – T1
ACRISS Vehicle Group Codes	MKMR – EKMR	CKMR – IKMR	SKMR – PKMR – GKMR - FKMR
Optional Covers MINI KASKO	€ 12,30*	€ 12,30*	€ 12,30*

<sup>\*</sup>Maximum applicable 10 days, VAT EXCLUDED

## EXCESS AMOUNT WITH MINI KASKO COVER

Automania's Vehicle Group Codes	L1 - M1	N1-01	P1 – Q1 – RS1 – T1
ACRISS Vehicle Group Codes	MKMR – EKMR	CKMR – IKMR	SKMR – PKMR – GKMR - FKMR
Damage	€1500	€1500	€2000
Theft/Fire	€2000	€2000	€2500

## DEPOSIT FOR TRUCKS RENTAL

Automania's Vehicle Group Codes	L1 - M1	N1-01	P1 - Q1 - RS1 - T1
ACRISS Vehicle Group Codes	MKMR – EKMR	CKMR – IKMR	SKMR – PKMR – GKMR - FKMR
Deposit with base coverage	€1000	€1000	€1000
Deposit with MINI KASKO Coverage	€500	€ 500	€ 500

## PAYMENT METHODS

# Subject to the limitations of the specific payment instrument:

• The following major credit cards are accepted:

Mastercard, VISA, AMEX;

- Debit cards, electron cards, prepaid cards and Pagobancomat\* are accepted;
- Cash and bank cheques are NOT accepted;

One of the accepted cards must be presented as a guarantee at the start of the rental agreement to cover any costs arising from the rental. Without such a card, the rental agreement cannot be concluded and the vehicle cannot be delivered. Furthermore, a fundamental condition for delivery of the vehicle is the availability of sufficient funds on the card to cover the amount that will be charged/locked at the time of the rental agreement. In the case of pre-paid bookings, if the customer does not have sufficient funds on the card to cover the amount that will be blocked as a deposit or in the presence of any other obstacle to the rental, the vehicle will not be delivered and the customer will not be entitled to any refund.

- \*For customers who opt for the so-called Debit Procedure (rental without a credit card), theamount due at the start of the rental generally consists of the following elements:
- Rental cost;
- Mini Kasko coverage;
- Security deposit (depending on the type of vehicle)

For customers coming from tour operators, in addition to what the customer has already paid to the T.O., the following must be paid:

- Mini Kasko coverage;
- A separate security deposit for each group: In any case, delivery of the vehicle remains at the sole discretion of the rental desk employee.

**Minimum age allowed**: 25 years **Maximum age allowed**: 75 years

Both the customer and any authorized driver must meet the following requirements:

- 25 years old or older.
- A valid driver's license for the rented vehicle, issued at least 12 months ago.

For driving individuals under 25 years old, access to the rental is allowed with the application of a "Young Driver Supplement" in relation to certain vehicle categories identified by the Lessor according to age groups.

## **Additional Services**

- Additional drivers: €7 + VAT/day per driver; maximum applicable for 10 days.
- Young driver (19-24): EUR 15 + VAT/day, maximum applicable for 10 days.
- GPS Satellite Navigator: available upon request:  $\[ \in \] 9 + VAT/day, maximum applicable for 10 rental days. In case of return to a different office, a fee of <math>\[ \in \] 50 + VAT$  will be charged. In case of theft and/or loss and/or damage to the GPS, a penalty of  $\[ \in \] 150 + VAT$  will be charged. It is understood that the customer is obligated to provide a complete statement of the incident to be delivered to the vehicle return office. In case of loss of cable, loss of GPS bag, loss of windshield support, the charge reported in the Damage Table will be made for each lost item.
- **Refueling service**: €20 + VAT (normally the vehicles are filled with fuel at the time of rental and should be returned in the same condition, otherwise the refueling service will be charged in addition to the cost of the missing fuel).
- Snow chains: €6 + VAT/day (for a maximum of 10 days). However, snow chains are free during the periods covered by the snow ordinance.
- Fuel Antifreeze Liquid: €5 + VAT. Liquid additive used mainly for combustion engines. It prevents fuel, exposed to low temperatures, from solidifying.
- Change of Invoice Ownership Following Issuance: €10 + VAT per transaction.
- Ordinary Car Washing: €20 + VAT

**Anchoring Straps**: € 5 + VAT

# E-BIKE/CITY BIKE RENTAL GENERAL CONDITIONS

1 – The Tenant (hereinafter referred to as "Customer") and the Lessor (hereinafter referred to as "Employee"), at the time of delivery of the ebike/citybike (hereinafter referred to as "Bike"), will verify the state of functionality of the same. The Customer must use the Bike in order to avoid damage, both to the same and the related accessories.

Automania srl, through the employee, will ask the Customer to pay for the damages and/or breakages caused or suffered by the bike.

- 2 The Customer is responsible for damages and/or injuries caused to himself, the Bike, third parties and things during the use of the vehicle. Automania srl disclaims all liability in the event of improper use of the vehicle, failure to comply with the rules of the Road Code, damage and/or injuries of the Customer, third parties or things even if accidental.
- 3 Failure to return the Bike within the time limits indicated on the rental contract will be immediately denounced to the Judicial Authority.

The verification of the functionality of the Bike at the beginning of the rental by the user presupposes the knowledge and the acceptance of the rental agreement and the general rental E-BIKE/CITY BIKE conditions exposed at the counter and available at www.automaniasrl.com

- 4 The minimum age to proceed with the rental contract is 18 years old.
- 5 In order to proceed with the rental of the bike, the user must make an explicit request at an Automania srl office. Following the signing of the rental agreement and the payment for the requested days, the Customer must pay a security deposit of €100.00 and must also provide a credit card for purely precautionary purposes; a pre-authorisation will be made on the credit card provided. The Customer authorizes Automania srl to charge any cost or compensation relating to the rental contract on the credit card provided during the completion of the contract itself. The main charging cases with the related costs are reported on the signed rental agreement.
- 6 Automania srl will take legal actions if the Customer communicates false generality or domicile.
- 7 The Employee, at his sole discreyion, may refuse or revoke the bike rental to people in a clear state of drunknness or under the influence of drugs or for other reasons.

During the rental, the Employee may carry out checks on the current use of the bike and may request the immediate return of the vehicle in case of improper conditions of use.

The bike will be used exclusively under the direct responsibily of the Customer, only as a means of transport and according to the methods provided for those who carry out a recreational activity. The bike, as well as its accessories must be treated with care, common sense and diligence.

- 8 During the rental the Customer does not have any form of insurance nor the bike is covered by an RC insurance. The Customer is therefore obliged to comply with and the rulesof the Road Code.
- 9 The bike must be guarded with the diligence of a family father. To this end, the bike is considered in the Customer's possession until the time of delivery, the bike will be carried out together with the provision of a chain and a padlock to secure it during the periods of outdoor parking; therefore, in case of theft of the bike, the Customer must submit at the offices of Automania srl, a copy of the complaint made at the competent authorities and pay the equal amount of the bike value (amount determined unilaterally and unquestionably by Automania srl on the basis of the market values in use); the amount paid will be totally reversed if the bike is recovered or found, in the same state of use as the beginning of the rental, within 24 hours of the complaint. In case of discovery in a deficit state of use, then damaged or missing of various elements, will be quantified and charged to the Customer's credit card, the total amount for the purpose of compensation.
- 10- The use of the Bike presupposes the physical fitness of those who intend to conduct it. Therefore, the Customer, by siigning the rental contract, assumes full responsibility for being equipped with adequate physical capacity to drive and know how to manage the bike.
- 11 In case of disputes the competent court is the one in Palermo.

# SCOOTERS RENTAL GENERAL CONDITIONS

**Art. 1** Automanis srl delivers to the Conductor (hereinafter referred to as "Conductor") the vehicle best identified on the front of this agreement, in excellent condition and under the same conditions must be returned by the Conductor to Automania srl at the end of the rental period. By taking over the vehicle, by signing the rental letter and the specific approval of these general conditions, the Conductor declares that he has verified that the same is in good state of maintenance and suitable for the agreed use. The Conductor undertakes not to provide false information about his or her identity, age, adress and the existence of the legal requirements for the qualification to drive, expressly exonerating Automania s.r.l. from any injurious consequence it might derive to the latter in case of false statements.

**Art. 2** On request, the Conductior, can subscribe on his own initiative additional insurance policy called "Kasko Scooter" at a daily cost of €12.30 VAT excluded, which will limit its liability for theft and accidental damage only occurred to the bodywork of the vehicle, with the exclusion of those caused by inexperience, recklessness and negligence and in any case by fact anf fault attributable to him or as a result of passive or insolvent claims and with the exclusion of mechanical and wheel damage. The cost of the aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein.

The optional cover "Kasko Scooter" never includes:

- Damage during the maritime transport;
- Incorrect or impure fuel supply;
- Frozen fuel;
- Locks (even if it is forced);
- Loss of keys and vehicle documents;
- Theft of arms:
- Lost license plate;
- Mechanical damage attributable to the customer;
- Damage caused by intent or gross negligence;

**Art. 3** The Conductor undertakes: To drive the vehicle and keep it in the territory of the Province of the vehicle check-out station (it is, in fact, expressly forbidden to drive a scooter owned by Automania s.r.l. outside the province in which the vehicle is delivered to the customer), together with the equipment provided, with the utmost diligence and in compliance with all the laws. To ensure that grease, lubrication and brake oil are in the state necessary to ensure the operation and safety of the vehicle during the rental time;

To provide directly for the payment of ant contraventions disputed during the rental period by reimbursing Automania s.r.l the relevant amount and the resulting costs;

To relieve Automania s.r.l. from any claim and/or request made by third parties for damages suffered by the same and/or suffered from property owned by them however attributable to this rental;

To reimburse Automania s.r.l., upon presentation of an invoice, for any expenses, including legal expenses, that Automania s.r.l. itself had to bear in order to obtain the fulfilment of the pecuniary obligations due for any reason for example unpaid motorway tolls; Resta inteso che If, at the request of the Conductor, the return of the vehicle and its keys has been authorized bu Automania s.r.l. during the closing time of the store, the rental will end on the date and time of reopening of the store itself;

To return the cehicle in order and in the same conditions found at the time of the rental. Any damage to the motorcycle will be found at the time of return and the related cost of recovery due by the Conductor. The Conductor ackowledges that he does not have any real right to the rented vehicle and the accessories supplied and, therefore, that he cannot have them in any way.

**Art. 4** The Conductor undertakes to drive or use the vehicle personally and not to surrender, free of charge for consideration, the use to third parties, and in particular undertakes to use exclusively the vehicle being the only one authorized to use it and to circulate only in the italian territory

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**Art. 5** The Conductor undertakes to compensate Automania s.r.l. for any damage caused to the vehicle or to parts and accessories thereof, as well as to reimburse the administrative costs of managing the accident (as general costs for the recovery of damages suffered as a result of the loss and/or insolvency, the Customer undertakes to pay the amount of €500.00 at the time of the claim).

**Art. 6** In the event of a claim, the Lessees undertakes to:

- a. Inform Automania s.r.l. immediately by telephone, sending them a complete detailed report within the next 24 hours on the form attached to the vehicle documents (form CID);
- b. Inform the nearest Police Authority;
- c. Do not make statements of responsibility in case of uncertainty about the dynamics of the incident;
- d. Take note of the names and adresses of the parties and witnesses;
- e. PRovide Automania s.r.l. any other useful news;
- f. Follow the instructions that Automania s.r.l. will provide in the relation to the housing or repairs of the vehicle.
- **Art. 7** The Conductor undertakes to compensate Automania s.r.l. for any damage resulting from the theft of the vehicle or parts thereof.
- **Art. 8** In case of loss or theft of the only key of the rented vehicle, the Conductor is obliged to immediately report the fact to the competent Authority and to deliver to Automania s.r.l. the original of the complaint.

The rental fee (calculated according to the rate established in the rental agreement) is also due for the days of non-use of the stationary vehicle. For the replacement service of the second key, the Conductor does not deliver the original of the complaint to Automania s.r.l., the latter, after the date of return of the vehicle indicated on the rental letter, may regain possession of the vehicle in any way, even against the will of the Conductor, and the latter will be required to reimburse him for the costs incurred and the payment of the rental fee (calculated until the date of recovery of the vehicle) and the cost of replacing the second key.

**Art. 9** The Conductor is obliged to return the vehicle at the place and by the date indicated on the rental letter or in any case as soon as Automania s.r.l. requests it, with the same accessories and under the same conditions in which it has received it, except for normal wear.

If the vehicle is not returned to Automania s.r.l. by that date, the Conductor must refund to Automania s.r.l. all the expenses that the latter will bear to regain possession of the vehicle, in addition to compensation for any damage suffered.

**Art. 10** Automania s.r.l. cannot be held responsible towards the driver, or the driver of the motorcycle/moped and/or its transported, for damages of any nature, the same have to suffer for lack of operation of the vehicle or road accidents. And so too Automania s.r.l. cannot be held responsible for any type of damage that has occurred as a result of thefts, riots, wars, foce majeure and fortuitous cases. The objects possibly forgotten by the Driver on the motorcycle object f rental, will be considered abandoned and Automania s.r.l. is not required to keep them and return them.

Art. 11 Prices and rental methods: prices incuding VAT and RC insurance.

The vehicles are delivered with 1-2 helments included, the chain with padlock and maintenance tools;

The vehicle must be returned with the same level of fuel and the same equipment provided at the beginning of the rental.

- **Art. 12** In case of late payment of the sums due, the interest rate determined by the European Bank will be applied plus three percentage points, for which will be issued a regular invoice.
- **Art. 13** The nullity of any provision of this contract will not result in the invalidity of the rental contract in its entirety.
- **Art. 14** Confirmation of consent on the processing of personal data, the Tenant, upon receipt of the information on the use of his personal data pursuant to Legislative Decree n. 196 of 2003, gives its consent for Automania s.r.l. to carry out: the communication of its personal data common to the subjects and for the purposes cd.

The processing of common personal data and communications to subjects and for the purposes cd. Optional (sub b) indicated in the aforementioned information (protection of credit risk); the processing of common personal data and communications to subjects and for purposes cd, optional (sub c) indicated in the aforementioned information (commercial initiatives); the processing of common personal data and communications to subjects and for the purposes cd. Required indicated in the aforementioned information.

**Art. 15** This rental agreement is governed by the Italian Law. All disputes arising in relation to the validity, interpretation, execution of termination of this Agreement shall be assigned to the exclusive jurisdiction of the Court of Palermo.

## Rates include:

- Unlimited mileage (unless otherwise specified);
- Two helmets:
- One anti theft chain;
- Airport/ railway taxes, road tax (car charges);
- Liability insurance;
- Coverage (CDW) Collision Damage Waiver (consult penalty table);
- Coverage (FTP) Fire and Theft Protection (consult penalty table);
- Road Assistance (available only in Italy in case of failure or technical standstill)\*;
- Shuttle servic to and from airports;
- Vehicle Preparation;
- Cost of registration;

# Rates don't include

- Total elimination of the penalty for damage, theft or fire (for more information on our damage policy download the Damage Table from our website or consult the directly in our rental offices);
- Fuel:
- Refilling Service;
- Fines, extras, surcharges for additional services related to fines
- Tolls, parking and any penalties or charges imposed by authorities, concessionary entities in relation to the movement of the vehicle;
- Everything not expressly included.

# **Compensation penalty (maximum limit)**

Automania Vehicle Group Codes	125cc	150cc o Sup.	300cc o Sup
ACRISS Group Codes	MBK2	МВК3	MBK4
Damage	€1000	€1000	€1000
Theft/Fire	€1500	€1500	€1500

# **Optional Covers**

However, it remains possible for the customer to purchase individual limitations of liability (mechanical damage, wheels, crystals, chassis and underlying parts of the car) in addition to other limitations of liability.

The cost of the aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein.

• Kasko Scooter Coverage: The Customer may limit his liability for damage to the vehicle, including accidental damage to the bodywork, wheels, even if caused as a result of road accidents (active and passive) as well as for theft and/or fire and with the exclusion of those caused by inexperience, recklessness and negligence and in any case for fact and fault attributable to him or caused by conduct contrary to the rules of road traffic. The cost of the aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein.

Automania Vehicle Group Codes	125cc	150cc o Sup.	300cc o Sup.
ACRISS vehicle group codes	MBK2	MBK3	MBK4
<b>Extra Protection</b>			

KASKO	€ 12.20	£ 12 20	€ 12.20
SCOOTER	€ 12,30	€ 12,30	€ 12,30

Daily costs VAT excluded.

# **Security Deposit**

Automania requires a security deposit on a credit card of the customer in order to cover any additional costs arising from the individual rental. The amount of the security deposit will be reserved on the credit card ceiling and not charged. If the rental is not prepaid, the price of the entire rental will be reserved on the credit card.

#### SCOOTER DEPOSIT

Automania Vehicle Group Codes	125cc	150cc o Sup.	300cc o Sup
ACRISS Vehicle Group Codes	MBK2	МВК3	MBK4
Deposit with BASE COVERAGE	€500	€500	€500
Deposit with  KASKO SCOOTER  Coverage	€100	€100	€100

# **Payment methods**

With the limits imposed by the specific payment instrument:

- The main credit cards are accepted: Mastercard, VISA, AMEX;
- Debit, electron, prepaid and Pagobancomat cards are accepted\*;
- Cash and cheques not accepted;

Any of the accepted cards must be presented as a guarantee at the opening of the rental contract to cover any costs arising from the individual rental. In the absence of this card it will not be possible to conclude the rental contract and deliver the car.

- \* For customers who opt for the so-called Debit Procedure (rental without a credit card), the amount due at the start of the rental is generally made up of the sum of a few elements:
- Freight cost;
- Kasko scooter coverage;
- Deposit (based on the type of vehicle);

# **Driving license**

- The following driving license is required for the 125 CC: B/AM/A1/A2/A
- For the 150 CC the driving license A2/A is required
- For the 300 CC, the A2/A driving license is required.

It is specified that the minimum age to proceed with the rental agreement is 18 years.

# INFLATABLE BOATS RENTAL GENERAL CONDITIONS.

**Art.1**: Subject of the contract

The LESSRICE company leases to the CONDUCTOR the boat indicated on the rental contract.

Allowed to transport up to 8 people and only navigation within 3 miles from the coast, the unit is delivered to the CONDUCTOR with the tank loaded to the level indicated on the delivery report (CHECK OUT) and in perfect condition of use and maintenance except for the notes on the same document.

The rental is intended to start from the hours and days indicated in the rental agreement.

On expiry, the CONDUCTOR undertakes to return the rented unit to the same berth, taking care, at its own expenses, that the same boat is subject to the same conditions of use, maintenance and refueling found at the time of delivery. The TENANT tacitly accepts that the LESSOR makes an appropriate action against him in order to recover any sums necessary fo the restoration of the rented unit.

## **Art.2**: The commander of the chartered unit (SKIPPER)

The CONDUCTOR declares that the boat indicated in the present contract, will be led by him (and only him) in the capacity of SKIPPER and commander of the unit, in accordance with the Navigation Code. The owner also declares that he accepts the boat and confirms that it's in perfect condition for navigation, and that he has seen the documents on board the boat and the limitations and prescriptions indicated therein.

The CONDUCTOR undertakes not to assing the boat to third parties in any way.

## **Art.3**:Crew (CREW LIST)

The TENANT, under his own responsibility, declares that no parties other than those present at the beginning of the rental and indicated in the CHECKOUT document will be embarked.

The CONDUCTOR expressly declares to assume its and total responsibility, in accordance with current regulations, with respect to events that may happen to third parties on board.

## **Art.4**: Equipment

The boat, as well as granted to hire, is equipped with every accessory essential to navigation, documents, taxes and insurance according to italian legislation and equipment;

The LESSOR will deliver the boat in the day and time previously agreed, perfectly efficient and in the state of navigabilitym with the relative pertinences, complete of accessories, equipments and safety equipments, equipped of the necessary document for navigation. Upon taking over, the LESSOR will provide by e-mail to the CONDUCTOR an inventory in whicj the conditions and equipment of the boat are specified (at the request of the customer the inventory can also be printed on paper). At the return of the vehicle, the CONDUCTOR must prove to his own care and expenses that all the equipment and documentation referred to in the aforementioned inventory is returned in one to the boat, in conditions of perfect efficiency or at least equal to those highlighted in inventory. The subscription of the inventory by the CONDUCTOR implies the recognition by the same to have received the boat in good condition of maintenance, suitable for the agreed use and equipped with all regulatory accessories.

In case of return of the vessel with a fuel level lower than the rental start level will be charged the costs for the refueling of the missing liters in addition to a surcharge of €50.00 as a reimbursement of refueling costs.

## **Art.5**: Delivery and Return of the vehicle (redelivery)

The lease begins on the day and the time of the delivery of the unit to the CONDUCTOR and ends on the day and time of the return of the unit to the LESSOR, provided that it takes place within the contractual terms provided.

In case of delay in returning the unit, the CONDUCTOR must contact the office of the LESSOR by phone within 15 minutes after the expiry of the rental period. In case of delay, the TENANT agrees to pay the LESSOR a minimum additional sum of at least n. 1 day of rental increased by the higher cost due to any economic damage caused.

#### Art.6: Unit use

The CONDUCTOR is required to use the boat with particular diligence, and to guard it according to the good marine rules, the correct nautical technique, the technical-structural characteristics of the boat, in accordance with the documents on board and in accordance with the agreed use.

#### The CONDUCTOR undertakes to:

- Use the boat exclusively for recreational use, noting that there is an absolute ban on the transport of goods and passengers, professional fishing and any kind of trade;
- REspect the maximum numer of transportable people referred to in this contract;
- Respect the authorised areas and periods of navigation and in any case only sail in the waters permitted for the type of vessel:
- Respect the provisions of the port authorities, customs, health and fishing regulations including underwater;
- Listen to the port authority and to the notices to seafarers, in particular when there are limits and prohibitions to navigation in case of bad weather and/or dangerous for navigation;
- To sail only in meteorogical conditions which guarantee total safety for themselves and the crew:
- To mantain the boat in a correct state of navigability throughout the rental period;
- Not to navigate in hazardous areas and in areas where navigation is prohibited, bearing in mind that in such cases it will be held solely responsible for violations and/or damage to property of people;
- Not to subordinate the vessel in question.

The LESSOR declares that the delivered boat is suitable for the agreed use.

## The boat can not be driven to:

- For illegal transport of goods (smuggling, drugs, etc.)
- For commercial purposes for a fee;
- To partecipate in racing or other sporting events.

The CONDUCTOR undertakes to observe, also on behalf of its guests, the laws and regulations in force in whose waters the boat will sail during the rental. The TENANT will check that no animals are brought on board without the express written approval of the LESSOR. The operator shall be responsible for ensuring that the behaviour of the seafarers on board does not harass other people or may discredit the name of the vessel or LESSOR.

## **Art.7**: Consideration of the rental

The rental fee will be paid in the following way (50% at the time of booking and 50% at the time of taking over the boat) and with one of the following payment methods (cash, bank transfer, credit card, ATM). In the event of non-payment in the agreed terms and methods, the contract will be terminated ex law and the LESSOR may withold what has been paid previously as a deposit. The security deposit is fixed at €300.00 to be paid upon taking over the unit. This deposit will be refunded, except for the separation of any amounts retained in various capacities by the LESSOR, at the end of the rental.

## **Art.8**: Ownership of the leased property

The owner of the leased boat and any accessories, always remains in the hands of the LESSOR. The HOLDER acknowledges that he can never in any way claim any right of ownership over the leased assets. It is forbidden for the TENANT to sublease, mortgage, pledge or guarantee the boat in any form even free of charge. If third parties bring legal proceedings, seizures or enforceable acts of any kind the CONDUCTOR is obliged to make immediately and prove with any document in his possession that the boat is the subject of a lease and is obliged to notify the LESSOR within 6 hours of the fact. The CONDUCTOR is obliged to keep a copy of this contract inside the boat and to show it to the Competent Authorities at their request. If due to the non-compliance with this obligation, the boat is subject to detention or seizure, the CONDUCTOR must refund to the LESSOR the amount of the damage suffered in addition to the fee for each day of rental, subject to compensation for the greater damage.

# Art.9: Repairs

In case of failure, malfunction or defect, it is used for the CONDUCTOR not to use the boar, in order to avoid possible aggravation or damage to the vehicle and/or to thirs parties. In this case, the HOLDER is obliged to inform the LESSOR immediately of the fact. In the event of an urgent need, the TENANT can provide it only and exclusively upon prior written permission of the LESSOR.

The CONDUCTOR undertakes not to make any changes to the rented boat.

## **Art.10**: Insurance coverage

The engine of the rented unit is covered by RC insurance policy as prescribed by law. Any damage that may occur to the boat due to the total and partial loss of the boat, the total and partial theft of the boat and its equipment are excluded from any insurance guarantee, the damage caused and the operator's fault in the vessel and equipment, the theft, loss or damage of the property and the property effects of the LESSEE and of the transported as well as the damage suffered by the LESSOR and by the transported for facts or acts unrelated to the civil liability of the LESSOR.

## **Art.11**: Responsibility

The CONDUCTOR will be responsible for any damage suffered to the boar or people transported or third parties during the lease. The amounts of any damages can be consulted at the office of Automania s.r.l.

With the signing of this contract, the lessor announces that he is perfectly aware of the beach ordinances and the regulations in force in Italy that regulate the circulation of motor vehicles and boats;

Consequently, the LESSR shall not be liable for any damage to the recreational craft or people carried or to third parties.

Finally, the TENANT declares to be suitable for the management of the rented vehicle. Any penalties due to failure to comply with current legislation, will be deemed to be borne by the same, paid directly or retained by the security paid. The CONDUCTOR also declares to be of legal age and to prove it through the exhibition of the personal identity document.

#### Art.12: Fines

They are charged to the CONDUCTOR fine and contraventions for violations of the Maritime or Civil Code of the vessel committed during the rental period.

## **Art.13**: Compensation for assistance, rescue and recovery

The compensation, by and at the expense of the DRIVER, for the recovery, towing, rescue and any assistance and rescue provided by the boat during this contract will be charged to the CONDUCTOR unless the responsibility of the LESSOR is ascertained. The TENANT will be bound to all initiatives undertaken by the LESSOR to obtain the compensation of assistance or rescue.

## **Art.14**: Shipping expenses

Any costs related to moorings, fuel fees or other amounts attributable to navigation are to be borne exclusively by the CONDUCTOR.

## **Art.15**: Termination of the contract

This contract may be terminated in advance, pursuant to art. 1456 c.c. by the LESSOR, in the event of inappropriate use of the medium by the LESSOR, pursuant to this contract.

The TENANT, in turn, may terminate the contract in advance, pursuant to art. 1456 c.c. in the event that the means and equipment indicated in this contract are not suitable for use, provided that this exception is moved before taking over the vessel.

## **Art.16**: Reference legislation

Everything not specified in this contract will be governed by the Legislation in force, on the subject, at the time of its conclusion. The parties commit themselves to mutual respect for existing legislation.

The TENANT acknowledges and approves all the conditions described by the LESSOR in this lease, and also explicitly declares that he also knows what is regulated by the current navigation code. The CONDUCTOR, by the act of signing this, undertakes to comply with all laws and regulations in force in the areas in which he intends to navigate, as well as the conditions expressed in the contract.

## Art.17: Competent court

The LESSOR and the CONDUCTOR declare that they elect their domicile at the adresses present in the contract and undertake to communicate immediately to the counterparty in

writing any change including changes in name, legal status, etc. for any dispute that may arise regarding the interpretation, execution, termination of this contract will be the competent court of PALERMO. For what not contemplated and previewed from the present contract the norms of the Civil Code or Marine Code will be valid.

Pursuant to and for the purposes of art. 1341/1342 of the Civil Code declares that you have expressly read and accept the provisions of article 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 of the General Conditions of Contract.

## COMPENSATION FOR DAMAGE/LOSS:

- COMPLETE CUSHIONS €500.00 + VAT
- CONTROL LEVER € 422,95 + VAT
- LADDER € 137.10 + VAT
- ENGINE FOOT € 1639.37 + VAT
- ENGINE PROPELLERS € 137.00 + VAT
- COMPLETE ENGINE
- DRAWBAR € 73.77 + VAT
- WINDSCREEN € 491.80 + VAT
- SHOWER TELEPHONE € 8.20 + VAT
- NICHE SHOWER € 16.40 + VAT
- HOSE SHOWER 4 MT € 8.20 + VAT
- BITTA € 32.79 + VAT
- AWNING € 327.87 + VAT
- ANCHOR € 49.18 + VAT
- BOW HANDLES (COMPLETE REPLACEMENT) €163,93 + VAT
- COUNTERS € 24.59 + VAT
- FENDERS € 13.55 + VAT
- IGLOO € 77,87 + VAT

# CAR RENTAL GENERAL CONDITIONS

## Rates include

- Unlimited mileage (unless otherwise specified); limited mileage for P group (Km 150 per day). An extra payment of €1.50 will be required from the customer for each excess mileage.
- Airport/ railway taxes, road tax (car charges);
- Liability insurance;
- Coverage (CDW), Collision Damage Waiver (see penalty table);
- Coverage (FTP) Fire and Theft Protection (see penalty table);
- Road assistance (only available in Italy in case of breakdown or technical downtime)\*;
- Shuttle service to and from airports;
- Snow chains (for the periods affected by the snow ordinance);
- Vehicle preparation;
- Registration fees;
- VAT.

# **Compensation penalty (maximum limit)**

Automan Vehicles	ia's ca	AA/B/C/A	CC/D/FA/M/S	G/ I	P
rgroups					
ACRISS Vehicle pcodes	grou	NBAR/MDMR/E D MR/MB MR	HTMR/CDMR/CMAR/IFMR/C WMR	SVMR/IV MR	LFAR
Damages		€ 1500	€ 2000	€ 2700	€4500
Fire/Thef	t	€ 2000	€ 2600	€ 3000	€6000

## Rates DO NOT INCLUDE

- Total elimination of the penalty for damage, theft or fire (for more information on our damage policy download the Damage Table from our website or directly consult our rental offices);
- Fuel:
- Filling Service;
- Fines, extras, surcharges for additional services related to fines;
- Tolls, parking lots and any penalties or charges imposed by authorities, concession bodies in relation to vehicle traffic;
- Everything not expressly included.

# **Optional Coverage**

- **Kasko Silver Policy (PKS):** The Customer can reduce the deductible damage by 70% compared to the deductible damages of the various car groups, limiting their liability for accidental damage only occurred to the body of the vehicle, with the exception of those caused by inexperience, imprudence and negligence and in any case by fact and fault attributable to him or as a result of passive or insolvent claims and with the exclusion also of mechanical damage to the wheels, the crystals, the chassis as well as the underlying parts of the vehicle. The cost of the aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein.
- **Kasko Gold Policy (PKG):** The Customer may limit its liability for damage to the vehicle, including accidental damage to the bodywork, wheels, crystals, although caused as result of road accidents (active and passive). Excluded are those caused by inexperience, recklessness and negligence and in any case by fact and fault attributable to him or caused by conduct contrary to the rules of road traffic. Theft and fire remain in all cases at the expense of the customer. The cost of the aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein.
- **Kasko Platinum Policy (PKP):** The Customer may limit his liability for damage to the vehicle, including accidental damage to the bodywork, wheels, crystals, although caused as a result of road accidents (active and passive) as well as for theft and/or fire and with the exclusion of those caused by inexperience, recklessness and negligence and in any case for fact and fault attributable to him

or caused by conduct contrary to the rules of road traffic. The cost of the

aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein.

- Mini Kasko (MK): However, it remains subject to the possibility for the customer to purchase individual limitations of liability (mechanical damage to the wheels, windows, chassis and underlying parts of the car), possibly in addition to other limitations of liability. The cost of the aforementioned limitation will be daily and the purchase will be noted in the order form, for the period indicated therein.
- **Integrated Road Assistance:** Roadside assistance in the event of an active and/or passive accident, in addition to the breakdown or technical standstill of the rented vehicle (see paragraph "roadside assistance").

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Automania optional covers also never include:

- Damage during the carriage of the vehicle by sea;
- Incorrect or impure refueling;
- Frozen fuel:
- Door Locks (even if it is forced);
- Loss of keys and vehicle documents;
- Theft of coats of arms, wipers, wheel covers or radio antenna;
- Loss of license plate;
- Mechanical damage attributable to the customer;
- Damage to the chassis and/or the underlying part of the vehicle;
- Damage caused by intent or gross negligence.

In the presence of damage or following the theft or fire of the vehicle will be charged administrative costs of practical management, equal to €50.00 + VAT, in all cases except the following:

- The customer has signed an optional cover and the damage is related to the parts of the car covered by the above covers;
- Damage attributable to the customer does not exceed €50.00 (See the Damage Table for more informations);
- The damage is the result of an active claim (documented by CAI and/or complaint with double signature).

# **Optional coverage costs table**

Automania's Vehicle Group Codes	AA/B/C /A	CC/D/FA/M/S	G/I
ACRISS vehicle group codes	NBAR/MDMR/EDM R/MBMR	HTMR/CDMR/CMAR/IFMR/CWM R	SVMR/IVMR
Extra protection			
PK SILVER	€ 10	€ 13	€ 16
PK GOLD	€ 21	€25	€ 36
PK PLATIUM	€ 26	€30	€ 42

ASI	€ 2,45	€ 2,45	€ 2,45

Daily costs excluding VAT (max 10 days).

# **Deposit**

Automania requires a security deposit on the customer's credit card in order to cover any additional costs arising from the individual rental. The amount of the security deposit will be reserved on the credit card ceiling and not charged. If the rental is not prepaid, the price of the entire rental will be reserved on the credit card.

It should be noted that no additional coverage is provided for group P, but only basic coverage with a deposit of  $\in 3,000$  (see tab).

# Minimum deposit amount table

Automania' s Vehicle GroupCodes	AA/B /C/A	CC/D/FA/M/S	G/I	Р
ACRISS vehicle group codes	NBAR/MDMR/E DM R/MBM R	HTMR/CDMR/CMAR/IFMR/C WMR	SVMR/IV MR	LFAR
Deposit with  Platinu  m  Covera  ge	€100	€100	€300	
Deposit with GOLD or Silver Coverage	€ 350	€ 350	€ 500	
Deposit without additional coverage	€ 700	€ 700	€ 1000	€3000

## **Additional services**

- **Additional drivers**: €7.00 + VAT/day for single driver, max 10 days.
- Young driver (19-20): EUR 15 + IVA/giorno, massimo applicabile 10 giorni.
- **Senior driver (76-80):** EUR 15 + IVA/giorno, massimo applicabile 10 giorni.
- Out of Hours 1: € 50 + VAT for Pick Up/Drop Off within 00.00 or within one hour from the rental station opening time that is from 07.01 am to 08.00 am. On Italian holidays € 50 + VAT will be charged to the Customer in case of Pick Up/Drop Off from 08.01 pm to 10.00 pm or within one hour from the rental station opening time that is from 07.01 am to 08.00 am. Out of hours Pick Up time has to be confirmed by Automania booking office (see further details about Out of Hours Pick Up time restriction in the "Reservation" section).

- Out of Hours 2 after midnight: € 100 + VAT for Pick Up/Drop Off that goes from 00.01 am to 07.00 am. On Italian holidays € 100 + VAT will be charged to the Customer in case of Pick Up/Drop Off from 10.01 pm to 07.00 am. Out of hours Pick Up time has to be confirmed by Automania booking office (see further details about Out of Hours Pick Up time restriction in the "Reservation" section).
- **Baby seat:** Available on request: €33.00 + VAT for the entire rental.
- **GPS:**Available on request: €9.00 + VAT/day, max 10 days rental. In case of return at another office will be charged a fee of €50.00 + VAT. In case of theft and/or loss and/or damage to the GPS, a penaltu of €150.00 + VAT will be charged. It is understood that the customer remains onliged to issue a complete statement of the incident to be delivered to the car return. In case of cable loss, GPS port bag loss, windshield holder loss, the carge shown in the Damage Table will be made for each lost item.
- **Refueling Service**: €20.00 + VAT (normally the cars have full fuel at the time of rental and should be returned in the same state, otherwise the refueling service will be charged in addition to the cost of missing fuel).
- **Snow Chains:** €6.00 + VAT/day (max 10 days). However, snow chains are free in the periods covered by the snow ordinance.
- Fuel Antifreeze liquid: €5.00 + VAT. Additive Liquid mainly used for combustion engines. Used to prevent fuel, exposed to low temperatures, from solidifying.
- **Invoice Header change after being issued:** €10.00 + VAT/Procedure.
- Cross Border Fee: €20.00 + VAT
   Ordinary Car Wash: €15.00 + VAT

# \*Road assistance

For the duration of the rental period, as agreed with Automania, the Customer may benefit at no additional cost from a service in the event of a breakdown or technical standstill of the rented vehicle that does not allow the safe continuation of the journey. The assistance service will not be provided free of charge and will be charged additional costs related to the service provided in case of the breakdown or technical stoppage of the rented vehicle caused by:

- Active or passive accident (cases covered by the optional integrated Road Assistance);
- Incorrect supply;
- Running out of fuel;
- Key breakage and/or loss;
- Puncture and/or damage to tyres;
- Battery failure attributable to the Customer;
- Frozen Fuel.

To use the Customer Service, the Customer must contact the Toll Free number 800092092 and follow the instructions that will be provided by the Operations Center, which may require to advance the cost of some services that will be reimbursed, after presentation of the relevant supporting documents. The refund request, together with the supporting documents, can be sent to Automania Customer Service by email to the following adress: <a href="mailto:customercare@automaniasrl.com">customercare@automaniasrl.com</a>

# **Payment Methods**

- The main credit cards are accepted: Mastercard, VISA, AMEX;
- Debit, electron, prepaid and Pagobancomat cards are accepted\*;
- Cash and cheques NOT ACCEPTED;
- Only CREDIT cards are accepted, for P car group.

Any of the accepted cards must be presented as a guarantee at the opening of the rental contract to cover any costs arising from the individual rental. In the absence of this card it will not be possible to conclude the rental contract and deliver the car.

In addition, a basic condition for the delivery of the car is the availability on the card of a sufficient ceiling to cover the amount that will be collected/blocked at the time of the conclusion of the rental contract.

In the case of prepaid reservations, if the customer does not have sufficient ceiling on the card to cover the amount that will be blocked as a deposit, or in the presence of any other condition impeding the rental, the car will not be delivered and the customer will not be intitled to any refund.

- \* For customers who opt for the so-called Debit Procedure (rental without credit card), the amount due at the beginning of the rental is generally composed of the sum of some elements:
  - Rent cost;
  - Kasco Platinum Cover Policy;
  - Deposit (depending on the vehicle type);

<u>For customers coming from tour operators</u>, in addition to what anticipated you will have to pay the following:

- Kasco Platinum Cover Policy
- Deposit:

In all cases, the delivery of the car remains at the discretion of the desk employee.

# Maximum and minimum rental period

The minimum rental period is 1 day (24 hours) from the moment the driver picks up the vehicle. Rentals of less that 24 hours will be treated as one rental day. The maximum duration of the rental is 29 days; beyond this duration a new reservation will be requested.

# Driving licence and minimum/maximum age

# The driver's driving licence:

- Will always be shown in original;
- Must be valid at the time of pick up of the car and with expiration later than the expected return of the same;
- Must be issued for at least one year (unless otherwise required by law), except for the P group for which it must have been issued for at least 2 years;
  - Must not show abrasion or be deteriorated in such a way as to be unreadable;
  - No corrections shall be made unless they are authenticated by the issuing authorities with a special stamp;

- Can not have signature or photo other than the one of the customer;
- For driving in Italy all licenses issued by an European Union Country are valid; the same must always be accompanied by a valid ID;
- Licenses issued in non-European Coountries but which have signed the Vienna Convetion on Road Traffic are also valid, provided that they are accompanied by a certified Latin translation (if necessary) and valid identity document;
- For driving licenses issued in countries outside the European Union and which have not signed the Vienna Convetion, the customer must show, together with his driving licence, the international driving permit, also in regular couse of validity;
- For driving licenses issued in countries outside the European Union and which have signed the Vienna Convention, the customer can show, his driving licence in regular course of validity;
- In general, licenses written in non-Latin characters (Arabic, Chinese, Japanese, Cyrillic, etc...) must be translated into Latin characters by the Embassy or Consulate;
- Will not be accepted in any case military licenses, photocopies of the license, replacement statements (agencies, etc)
- However, provisional driving licenses issued by the police, valid on the date of the vehicle pick-up, showing the driver's phoro and authorised by a police officer are accepted.
- **Minimum age allowed:** 21 years, at no additional cost, for the rental of all car groups except group G and I; 25 years old for groups G and I;30 years old for P group. However, drivers between the age of 19 and 20 are allowed to rent vehicles of groups AA/B/C/A upon payment of the YoungDriver Supplement.
- **Maximum age allowed:** 75 years. However, drivers between the age of 76 and 80 are allowed to rent vehicles upon payment of the Senior Driver Supplement.

# **Driving restrictions**

• Vehicles can be driven, with prior written permission of the lessor, within the following countries: Austria, Albania, Andorra, Belgium, Bulgaria, Bosnia, Belarus, Switzerland, Cyprus, Czech Republic, Germany, Denmark, Spain, Estonia, France, Finland, Great Britain, Greece, Hungary, Croatia, Italy, Israel, Islamic Republic of Iran, Ireland, Iceland, Luxembourg, Lithuania, Latvia, Malta, Morocco, Moldova, Montenegro, Norway, Netherlands, Portugal, Poland, Romania, Russia, Sweden, Serbia, Slovenia, Slovak Republic, Tunisia, Turkey, Ukraine.

# Fines, unpaid motorway tolls and parking tickets

The Customer will be notified of all contraventions and infringements of the Highway Code as well as non-payments of motorway tolls and/or parking tickets during the rental period. In addition, the customer will be charged a surchage of practical instruction directly on the credit card amounting to  $\[ \in \] 50.00 + VAT$  for each individual fine and/or non-payment of motorway tolls and/or parking ticket.

For more informations contact the fines office at the following email adress: <a href="mailto:verbali@automaniasrl.com">verbali@automaniasrl.com</a> e <a href="mailto:amministrazione@automaniasrl.com">amministrazione@automaniasrl.com</a>

# **One Way Rentals**

For the drop off of a vehicle in a different location than the pick up one, if both locations are within Italy Mainland or within the same island,  $\in$  138 + VAT (G car group) or  $\in$  69 + VAT (all other car groups) will be charged.

Except for **Bari** - **Napoli** / **Napoli** - **Bari** € 165 + VAT (G car group) or € 82,80 + VAT (all other car groups) will be charged.

If both locations are **not within Italy Mainland or not within the same island**, for instance Bari (Italy Mainland) – Catania (Sicily Island), € 300 + VAT (G car group) or € 180 + VAT (all other car groups) will be charged.

One way for the **P group** is allowed just in Sicily (Palermo Airport, Palermo Crispi, Palermo Mondello, Trapani Downtown, Trapani Airport, Catania Airport) and € 205 + VAT will be charged in this case.

# **Booking**

The Customer can cancel the reservation at any time before the agreed day of collection of the vehicle by sending the request via email to booking@automaniasrl.com.

Cancellation is free and with full refund up to 48 hours before picking up the vehicle, if you need to cancel your booking in the 48 hours prior to the rental start day, you will be charged for the rental amount.

A grace period of 2 hours after the Pick-up time is allowed. Automania staff, however, won't wait for the customer after the office closing time (plus one hour, in case of reservations with the "out of hour" supplement included). All no shows for special vehicles of the car group G and P, will be billed to you for  $\in 50 + VAT$ .

Reservations are accepted considering the car group selected by the customer. Specific vehicles will be assigned according to their availability. If no vehicle of the booked car group is available, Automania reserves the right to replace it with a vehicle of a similar or higher category, without any additional cost for the client. Deposit and excess will be calculated based on the actual rented vehicle only in case of upgrades expressly request by the Client at the desk.

Automania srl reserves the right to cancel the reservation at any time due to force majeure or unexpected unavailability of the booked vehicle. The cancellation will be communicated via email to the customer and the amount paid will be refunded in full to the credit card.

Any changes requested by the Customer regarding a rental are subject to availability and must be agreed with the Automania Booking Office writing to <a href="mailto:booking@automaniasrl.com">booking@automaniasrl.com</a>.

Reservations are accepted according to the car group selected by the customer. Vehicle assignment will be subject to availability. In case of unavailability of vehicles belonging to the car groups booked by the customer, Automania reserves the right to replace it with one of a simila category or higher without any additional expenses for the customer. Residual liability and security deposit will be thos of the car group actually delivered. In the event of absolute unavaibility, Automania's only obligation will be to return to the customer what it has collected so far. Any refund requests should be sent to <a href="mailto:amministrazione@automaniasrl.com">amministrazione@automaniasrl.com</a>.

**Airport offices:** In the event of a flgiht delay (if the flight number and the name of the airline have been communicated during the booking), Automania will wait for the customer to pick up the vehicle until the new estimated time of arrival of the flight + 45 minutes, but in any case no later than the closing time of the office (plus an hour in case of reservations with extra overtime included). After this time the reservation will be considered ad "No-show" and will be cancelled.

# **VAT 22%**

Unused rental days are non-refundable.

The previous rental condition can be found visiting the <u>link</u>