



GENERAL TERMS AND CONDITIONS

BRIEF PRELIMINARY INFORMATION

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

The rental of vehicles by Automania S.r.l., with registered office and administrative headquarters in Palermo (PA), via Oliveri Mandalà Emanuele n. 23 - 90146, EAI N°: PA – 311828, VAT N°: N°.06297470822, SDI: W7YVJK9, PEC: automania2003@pec.it, or its affiliates, hereinafter referred to as the "Lessor" is governed by these General Terms and Conditions of Rental.

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 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 Customer is responsible for any damages caused as a result of driving on unpaved roads, even if insurance policies have been subscribed to.

6.4. The vehicle shall not be used for the transportation of people and/or goods exceeding the quantities provided for in the registration certificate.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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 €30.00.

6.11. 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.

6.12. 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..

6.13. 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.

6.14. 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.

6.15. 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.

6.16. The Lessor is not responsible for objects left inside the vehicle, which are considered abandoned.

6.17. 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.

6.18. In the event of a road accident, the management of the incident will be exclusively the responsibility of the Lessor. In such cases, the Customer must immediately inform the Lessor by telephone, telegram, or fax and send a detailed written report of the incident within twenty-four hours using the appropriate form (CID/CAI) included with the vehicle documents. The report should include the personal details of the parties involved and any witnesses, license plate numbers of all vehicles involved, and details of their ownership and insurance coverage. The Customer must diligently follow the Lessor's instructions regarding the custody and repair of the vehicle.

Completion and signing of the CID/CAI by the parties involved is permitted only with prior authorization from the Lessor.

In case of non-compliance with any of the above obligations, the Customer will be liable for damages sustained by the vehicle, even in the case of a potentially non-fault accident. The Lessor does not guarantee the replacement of the vehicle in any accident involving damage or theft. As a general expense for recovering damages incurred as a result of a passive and/or contributory accident, the Customer agrees to pay the amount of €500.00 (for cars and trucks) at the time of reporting the incident, in addition to any compensation for damages to the vehicle (which the Lessor reserves the right to assess through its affiliated workshops).

Additionally, the Client will be charged an amount, classified as technical downtime, determined according to the official rates in effect, equal to the amount that would be due if the rental had continued for a duration equivalent to the time required for the repairs and the procurement of spare parts.

6.19. Automania S.r.l. may charge the Client for damages resulting from the lack of or delay in the transmission of the aforementioned communications.

6.20. 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.

6.21. 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.

6.22. 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 prohibited to drive the motor vehicle or truck abroad, unless specifically authorized in writing by the Lessor. Should the Lessor grant permission to travel to any of the following foreign countries: FRANCE, GERMANY, SPAIN, ANDORRA, VATICAN CITY, REPUBLIC OF SAN MARINO, MONACO, SWITZERLAND, BELGIUM, NETHERLANDS, LIECHTENSTEIN, LUXEMBOURG, AUSTRIA, SLOVENIA, CROATIA, the Customer agrees to accept the additional cost of the "Cross Border Fee".

It is strictly prohibited to drive the vehicle or truck in any state other than those listed above;

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 0.33 euros + VAT 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 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 Vehicle Group Codes	AA/A/B/C	CC/D/FA/M/S	G/I	P	L1/M1/N1/O1	P1/Q1/RS1/T1
ACRISS Vehicle Groups Codes	MBMR NBAR MDR EDMR	HTMR CDMR CMAR IFMR CWMR	SVMRIV MR	LFAR	MKMR EKMR CKMR IKMR	SKMR PKMR GKMR FKMR
DAMAGE EXCESS	€1500	€2000	€2700	€4500	€1500	€4500
FIRE/THEFT DAMAGE	€2000	€2600	€3000	€6000	€2000	€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 purchase 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 noted 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, whether 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 such 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 (PKG) : 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 Policy (PKG): The Customer may limit their liability for damages to the vehicle, including accidental damage to the bodywork, even if caused by road accidents (both active and passive). Excluded from this are damages caused by inexperience, imprudence, and negligence, and in any case, those attributable to the Customer's actions or fault, or caused by conduct contrary to traffic regulations. Theft, fire, mechanical damage, damage to wheels, windows, the chassis, and the vehicle's undercarriage shall in all cases remain the responsibility of the Customer. The cost of the aforementioned limitation shall be on a daily basis and the purchase will be recorded on the order form for the period specified therein.

Kasko Platinum Policy (PKP): The Customer may limit their liability for damages to the vehicle, including accidental damage to the bodywork, mechanical parts, the chassis, the vehicle's undercarriage, wheels, and windows, even if caused by road accidents (both active and passive), as well as for theft and/or fire, with the exclusion of damages caused by inexperience, imprudence, and negligence, and in any case, those attributable to the Customer's actions or fault, or caused by conduct contrary to traffic regulations. The cost of the aforementioned limitation shall be on a daily basis and the purchase will be recorded on the order form for the period specified therein.

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 (MK): 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.

10.3. 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.

10.4. If, at the time of closing the Contract and returning the vehicle, any damages related to unreported accidents are identified, the Customer will be charged the amount for restoring the vehicle, in addition to a further charge of €500.00 (for cars and vans) as reimbursement for the deductibles that Automania must 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.

10.5. 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.

10.6. Are excluded from 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.

10.7. 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 Electron 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 deemed necessary 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. This deposit, without interest, will be returned in the event that the vehicle is promptly returned, 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 formal 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 constant. 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;
- e) 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 described 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 kind 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 address 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 addresses 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.

Rates, extras, supplements, T&Cs, VAT and apt/dt surcharge are subject to changes