

TERMS AND CONDITIONS

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GENERAL RENTAL CONDITIONS

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Art. 1 – Object of the Contract

With the contract, the company Viaggiare S.r.l (hereinafter “Lessor”), with registered office in VIA XI FEBBRAIO, 4 - 38051 BORGO VALSUGANA (TN) Fiscal Code and VAT number 02348700226 delivers the vehicle described to the Lessee (hereinafter “Customer”) for the period of time and under the conditions specified in the rental agreement.

The contractual relationship between the Lessor and the Customer is governed by the following documents:

- a) the Contract (also called Rental Letter) signed at the time of collection of the vehicle which summarises the conditions and data applicable to the rental, including the characteristics of the vehicle, its state of use at the time of delivery, the times and places of rental, the start and end of the rental, including additional services, costs, operating insurance and optional limitations of conventional compensation (so-called deductibles). The rental letter will be integrated with information relating to the state of the vehicle at the time of return (called the "Check-in" form), and will be valid as a return report;
- b) these general and specific rental conditions, including any attachments;
- c) the damage table and the official rate can be consulted on the website www.viaggiararent.com.

The documentation referred to in points a) and b) will be sent in digital format (pdf) via email to the Customer upon signing the rental agreement. It is understood that, if the Customer makes an express request to the operator at the rental desk, the aforementioned documents will also be made available in paper format upon signing the rental agreement.

By signing the Rental Agreement, the Customer accepts the terms and data contained therein, its attachments, what is indicated on the conditions of the vehicle, the check-out/check-in forms, as well as these General and Specific Rental Conditions. By signing the Rental Agreement, the Customer accepts the terms and data contained therein, its attachments, what is indicated on the conditions of the vehicle, the check-out/check-in forms, as well as these General and Specific Rental Conditions.

Art. 2 – Driving requirements and rental accessibility

When picking up the vehicle, the Customer and each authorised driver must show a valid national driving licence or permit that allows them to drive the rented vehicle, a valid means of payment accepted by the Lessor, as well as a personal identity document or passport. If the Customer has a driving licence issued by a non-EU foreign country, it is also necessary to show the international driving licence. In the case of a driving licence with characters other than Latin and numbers other than Arabic (for example Cyrillic, Hebrew, Chinese, etc.), in addition to the international driving licence, a certified translation of the driving licence is required. Both the Customer and each authorised driver, for all categories of vehicles, must be between 25 and 75 years of age and be in possession of a valid driving licence from an EU/EFTA country qualifying for the type of vehicle rented, issued for at least 12 months and expiring after the rental period. Drivers under 25 and over 75 are allowed to access the rental with the application of a daily price supplement (see the table "Description of extra costs" in the Special Rental Conditions section) in relation to some categories of vehicles determined by current legislation. Lessor depending on the age groups, however for some categories of vehicles there are specific limitations regarding the age of the driver and/or the duration of possession of the driving license which cannot be waived through the application of the supplement. If the Customer is unable to present the documents requested at the time of collection of the vehicle, the Lessor may refuse to conclude the contract, or withdraw from it if already signed, without this entailing any violation of the contract by the Lessor or obligation to compensate/indemnity for any reason due. In any case, the Lessor has the right to refuse to conclude the rental contract at its free and unquestionable discretion..

Art. 3 – Rental booking and payment conditions

1. The reservation allows you to reserve a vehicle and extra options for collection on a pre-established date, time and place and for the agreed rental period. The reservation can be made in the Agency, online, on the Lessor's website or through third-party intermediaries (brokers). The rental rates in force at the time of the reservation will be guaranteed when the Customer signs the Rental Agreement/Letter, with which the contractual relationship is perfected. Until that moment, no information or content assumes contractual meaning or is offered to the public. All reservations are binding only with regard to the price categories and not to the types of vehicles; the preferences present in the models are subject to the Lessor's availability and are to be understood as not guaranteed at the time of the reservation. In the event of unavailability of the booked Vehicle, the Lessor reserves the right to replace it with one of a category corresponding to or higher than that chosen by the Customer at the time of booking; in the event of further unavailability, the replacement will take place with a vehicle of a lower category but with a consequent recalculation of the rate. In the event of absolute unavailability to assign a Vehicle, or in the event of opposition by the Customer to accepting a Vehicle other than the booked category, the sole

obligation of the Lessor will be to refund the amount paid up to that point by the Customer for the rental of the vehicle. The refund will be made at the discretion of the Lessor by crediting the amount paid by the Customer to the card used for payment or by bank transfer.

In order to validate the reservation, the Lessor must be provided with the following documents of the Customer and of each authorized driver:

- I. identity document;
- II. in the event that the Client is the legal representative of the Company, certification from the Chamber of Commerce is required;
- III. driving licence issued at least 1 (one) year ago in a category suitable for the characteristics of the rented vehicle;
- IV. Credit card with expiry date not less than 3 (three) months.

The Lessor undertakes to honor reservations accepted when the Customer shows up at the counter of the rental station indicated on the day and at the time confirmed, with a maximum tolerance of 1 hour. If the Customer shows up after the expected tolerance, the Lessor is exempted from delivering the vehicle without this resulting in a breach of contract by the same.

The Customer may request a refund of the amount paid for the online reservation made exclusively on the website www.viaggiarent.com, if the cancellation of the reservation occurs within 24 hours prior to the scheduled time for collection of the vehicle; however, if the cancellation occurs within a shorter period, the Customer will be entitled to obtain a voucher that can be used on a subsequent reservation, unless there is proof of just cause underlying the request and the impossibility of collection. The amount of the voucher will be equal to the prepaid amount minus the 30% penalty and can be used by December 31 of the year of issue. In any case, the cancellation request must be formally made by email to reservation@viaggiare srl.it. No refund will be provided for failure to collect if the Customer does not possess the requirements/documentation necessary for the stipulation of the Contract (valid driving license, credit card in his/her name, etc.).

In the case of reservations made through third-party sites or intermediaries (brokers), the refund, where applicable, must be requested from the third party through whom the reservation was made, according to the terms and conditions established by the latter.

2. The rental payment, if not prepaid, is made at the rental station by credit card (VISA – MASTERCARD – AMERICAN EXPRESS are accepted), by debit card, prepaid and/or virtual (belonging to the VISA – MASTERCARD – MAESTRO – ATM circuit). At the time of booking or at the time of signing the Contract, the Customer undertakes to present his/her nominative card to the Lessor who will carry out the relative pre-authorization as a security deposit according to the criteria established in art. 9) and in the amount established in the “Table of Deductibles and Deposits” reported in the Special Rental Conditions section. In the case of rental with a debit card, a debit/prepaid card and the following documents must be presented at the time of collection of the vehicle: driving license, identity card or passport and return flight ticket or similar document. The card is required as a guarantee for the rented vehicle and the security deposit will be charged and/or retained on it (BANCOMAT, MAESTRO and all virtual cards are excluded from the security deposit). The Customer is required to check in advance that there is sufficient money on the card to cover the deposit required for the category of rented vehicle. In any case, the Lessor reserves the right not to deliver the car if it does not consider the guarantees provided by the customer to be sufficient.

Art. 4 – R.C.A. insurance and compensation limitations

1. Regarding R.C.A. Coverage

The Lessor guarantees insurance coverage for Third Party Liability with reference to people, things and animals. The person transported on the Lessor's vehicle is considered a third party. The Customer, as the authorised driver, is not covered by any R.C.A. insurance coverage. In the event of damage that concerns him directly or concerns objects or luggage transported. The insurance is not effective (i) if the driver is not authorised in accordance with the current provisions of law; (ii) if the transport is not carried out in compliance with the current provisions or with the indications of the registration document; (iii) in the case of a vehicle driven by a person in a state of drunkenness and/or under the influence of narcotic substances, or against whom a sanction has been applied in accordance with articles 186 and 187 of the Highway Code. R.C.A. Insurance coverage is included in the rental fee and satisfies all legal obligations regarding third-party liability, with a maximum limit of € 25,000,000.00.

If requested, the Customer can choose to purchase, at an additional daily cost, the Driver Accident Coverage (PAI) service, which protects drivers of rented vehicles in the event that they suffer physical injuries due to a road accident while driving the vehicle.

2. Regarding the limitations of the Customer's liability.

The limitations of the Customer's liability are not insurance products but contractual agreements that the Lessor makes available to the Customer. The rental fee includes the CDW (Collision Damage Waiver) limitation of liability contract and the TP (Theft Protection) which in the event of damage or occurrence of the event limits the Customer's liability towards the Lessor to a maximum of the amount of the deductible indicated in the Rental Agreement, except as provided for in art. 12. Furthermore, with the inclusion in the rental fee of the supplements "COVER BODY" "COVER GLASS&WHEELS" "SILVER" and "GOLD" (see the Special Rental Conditions section in the "Security Deposit Reduction and Deductibles Table" at the bottom of these general conditions), the deductibles provided for by the CDW and the TP may be further limited or excluded altogether. Please note that the CDW damage limitation only covers damage to the bodywork and not damage to the following parts and components of the vehicle, which therefore remain entirely the responsibility of the Customer: roof, underbody, wheels, windows, interior, gearbox, engine damage, as well as damage caused by vandalism in the event of failure to report the Customer to the authorities and atmospheric events in the event of fault and/or negligence in the custody of the vehicle. By signing the Rental Agreement, the Customer accepts, declaring for this purpose to have been informed by the Lessor, that the TPL coverage, within the limits permitted by applicable law, as well as all products for the limitations of compensation will be considered null and void. , and therefore will provide for any protection against third parties (with reference to the R.C.A.) or reduction/elimination for damages or losses towards the Lessor (with reference to the CDW – TP – COVER BODY – COVER GLASS&WHEELS – SILVER – GOLD and any other established conventional limitation), if the damages or failure to return the vehicle are attributable to fraud, gross negligence, negligence or violations of the Highway Code of the Customer or the authorized driver(s), or of what is established in these general rental conditions. If the R.C.A., the coverage and the compensation limitations are null, since the event is attributable to the Customer based on the above, without deductibility constraints the Lessor is authorized to claim compensation from the Customer up to the total amount of the damage or economic loss suffered (in this case, the greater of the two amounts will be charged). In the event of the purchase from third parties of insurance deductibles, or similar products to cover the deductible provided for the compensation limitations of the Lessor, the Customer will in any case be held liable towards the Lessor for any amount due up to the deductible indicated in the rental contract and it will remain the Customer's responsibility to request the relevant reimbursement from his/her insurer and/or third parties.

Art. 5 – Taking delivery of the vehicle

1. The vehicle will be delivered to the Customer at the agreed time and place and must be returned in good condition and at the place indicated in the rental agreement.
2. The rental starts from the day and time of delivery of the vehicle to the Customer.
3. The vehicle is delivered with the amount of fuel indicated in the rental letter as well as equipped with an emergency stop triangle, a reflective vest, the usual tools, a spare wheel or repair kit, the RCA insurance coupon and all the documents necessary for circulation, and must be returned with said accessories and tools. Upon delivery of the vehicle, the Customer is required to verify that everything previously indicated is present on board.
4. The Customer is required to keep under his own responsibility all documentation, vehicle keys, license plate and various devices, accessories and tools.
5. In the event of loss and/or damage, the Customer will be charged the new value of the damaged and/or lost object, except in the case of loss or theft of the keys, for which the relative amount indicated in the "Extra Costs description" table will be applied, in addition to the daily rental rate due for the days of non-use of the vehicle by the Lessor, except in the case of greater damages. The Lessor specifies that the rental centers are not equipped with second keys, therefore in the event of loss or theft of the keys the Customer is only required to call the agreed tow truck, bearing the relative cost.
6. The vehicle must be returned with the same amount of fuel present at the beginning of the rental. In the event of failure to refuel by the Customer, the Lessor will charge the Customer the penalty for "failure to refuel" in the amount indicated in the "Description of extra costs" table. The Customer has the right to purchase the "Full tank option" service at the counter, which eliminates the obligation to return the car with a full tank.
7. The Customer, by taking delivery of the vehicle, as well as by signing the rental contract/letter, declares to have verified that the vehicle is in good condition of maintenance and suitable for the agreed use, in perfect mechanical efficiency and compliant with the description that appears in the rental letter; he also undertakes to return it complete with all its equipment within the times indicated in the rental letter. The customer also declares that the vehicle has been checked before delivery and does not have any scratches or damage to the bodywork and internal

parts of the vehicle, with the exception of those possibly reported in the check-out form attached to the rental contract.

8. The vehicle must be used, in accordance with its intended use, for the transport of people and/or things within the limit indicated in the registration document. In any case, the Customer undertakes not to use the vehicle, even through third parties, for the transport of people or things for a fee, except in the latter case vans.
9. The Lessor's liability is excluded, except in the case of wilful misconduct or gross negligence, in the following cases:
 - a) for losses and damages arising from defects;
 - b) failure or delay in delivery of a vehicle of a category other than that requested;
 - c) damages of any nature suffered directly or indirectly by the Customer, the authorised driver or third parties transported, due to malfunctions of the vehicle caused by manufacturing defects, even if they cause road accidents;
 - d) for any direct or indirect damages suffered by the Customer for goods transported or forgotten on the vehicle at the time of return;
 - e) damage resulting from interventions carried out by unauthorised third parties.
10. The Lessor does not insure the goods or property transported on board the vehicle and assumes no responsibility in this regard.
11. The Customer shall indemnify the Lessor against any claims made by third parties for damages suffered to items transported by the rented vehicle..

Art. 6 – Customer obligations regarding the circulation and use of the vehicle

1. The Customer and each authorized driver undertake to guard and use the Vehicle with the utmost care and diligence. Except for the proof referred to in art. 1588 cc, the violation of the Highway Code and/or behaviors that are different or contrary to the diligence of a good father of the family will result in the Customer being charged for any damage caused to the rented vehicle.
2. The Customer also undertakes, under his full responsibility, also by way of compensation and also for events attributable to another driver, to:
 - a) do not drive or use the vehicle, unless authorized in writing by the Lessor, outside the territory of Albania;
 - b) not to have the vehicle driven or used by a person who is not indicated at the time of rental as the driver according to what is stated on the rental letter/agreement, or by a person who has provided false information regarding his/her age, name or address;
 - c) do not use the vehicle in such a way as to render the insurance coverage null and/or ineffective, as well as not to overload the vehicle with things and people beyond the number, weight, quantity and/or volume indicated by law and/or in the registration document;
 - d) do not drive the vehicle under the influence of drugs, narcotics, alcohol or intoxicating substances or any substance capable of altering the ability to understand and react, as well as do not drive or use the vehicle in conditions of psycho-physical tiredness, such as to reduce or compromise the ability to control the vehicle or to perform all the necessary maneuvers in safety conditions, in particular the timely stopping of the vehicle within the limits of the field of vision and in front of any foreseeable obstacle;
 - e) pay attention to insert the correct type of fuel also indicated inside the tank inlet door (unleaded petrol or diesel); in the event of introducing fuel that is not suitable for the vehicle's engine and/or in the event of introducing impure fuel, the Customer will be held responsible for all damages suffered and expenses incurred for any recovery of the vehicle and, therefore, will be required to pay even if you have subscribed, jointly or alternatively, to the conventional limitations of liability "COVER BODY" "COVER GLASS&WHEELS" "SILVER" "GOLD" referred to in the following art. 11;
 - f) do not drive the vehicle if the tyres do not have the prescribed pressure, constantly checking the maintenance and use conditions of the same, also taking care of the ordinary maintenance of the vehicle during the rental by carrying out periodic checks of the engine coolant, the engine lubricating liquid, the AdBlue additive, the braking and lighting systems;
 - g) use and store the vehicle in such a way as to guarantee its safety and integrity, by inserting all existing locking and alarm devices and avoiding, if possible, leaving the vehicle in unattended places, with open windows and devices and/or valuable objects visible in the passenger compartment;
 - h) not to sublet or rent or pledge or sell the Vehicle, not to carry paid and/or rented passengers and not to assign in whole or in part this Agreement and/or the rights and obligations arising from it without the written consent of the Lessor;

- i) do not use the vehicle to push or tow another vehicle or trailer;
 - j) do not drive or use the vehicle without due care on roads in inadequate conditions, off-road, in prohibited areas, dirt roads or whose size or surface could involve risks of damage, or in any case not suitable for its technical characteristics, except to embark on ships, boats, trains or trailers,
 - k) unless otherwise specifically agreed in writing with the Lessor. Where the Lessor authorizes such uses, the Customer acknowledges that the operation of the insurance may vary or cease;
 - l) do not drive or use the vehicle in races, competitions or tests of speed or skill, give driving lessons or assist in driving;
 - m) not to transport people, animals, substances and things that, also due to their condition and smell, could damage the vehicle and/or jeopardise or delay the subsequent rental, as well as to ensure that all luggage and things transported are well arranged and closed in order to avoid damage to the vehicle, as well as to people;
 - n) do not carry out any repairs on the rented Vehicle without the written consent of the Lessor and/or without following its instructions;
 - o) immediately inform the Lessor of any faults/anomalies of the vehicle and of the switching on of warning lights, stopping their circulation and referring to the Lessor's instructions regarding the possible replacement or return of the vehicle.
3. The Customer is entirely responsible for any prejudice and/or damage suffered by the Lessor arising from any violation of the aforementioned obligations and, in general, for its negligence in the use of the vehicle. Failure to comply with the aforementioned obligations also constitutes a serious breach and, therefore, the Lessor may declare the contract terminated pursuant to art. 1456 of the Italian Civil Code and request the return of the vehicle to the Customer. The exercise of the right of termination by the Lessor does not release the Customer from the obligation to pay the agreed fees until the end of the rental. Therefore, the fees already paid in advance will not be reimbursed by the Lessor, while those still to be collected will be borne by the Customer, in addition to all additional costs and charges arising from the rental, except for greater damages. The Customer also acknowledges, having been duly informed by the Lessor in this regard, that failure to comply with the obligations indicated above may result in the termination of the RCA insurance and/or the conventional limitations/exclusions of the Customer's liability.

Art. 7 – Additional Customer Obligations

The Customer and each authorised driver undertake to:

1. provide correct information about your personal details, your residential address and whether you have the legal requirements for a driving licence, as well as communicate your telephone number and email address in order to guarantee the Lessor your availability for the purposes and purposes indicated in the art. the Contract and these General Rental Conditions;
2. return the vehicle to the place, date and time indicated in the rental contract with all the accessories present at the time of delivery and in the same condition in which it was received;
3. arrange for the payment of any fines imposed on the vehicle during the rental period, tolls, parking costs and, in general, amounts deriving from driving, including by third parties, the vehicle during the rental period and reimburse the Lessor for any expenses incurred and/or charges borne by third parties, in addition to the penalty "Administrative costs of fines" reported in the "Description of the fine" section. This fine is intended to encourage compliance with the highway code and the protection of the rented vehicle and does not replace the administrative fine, the cost of the toll and/or parking requested from the Customer by the Financial Administration. In order to exclude any liability, the Lessor is authorized to provide the competent authorities with the registers and documents certifying the identity of the user of the vehicle at the time of the dispute. In the event that the Customer pays the fine directly, he/she must provide the Lessor with proof of the payment made when returning the vehicle;
4. sign, after having checked the vehicle upon return, the check-in form indicating the state of the vehicle at that moment; failure by the Customer to sign the "check-in" form will result in the Customer losing the right to raise subsequent disputes regarding the damages charged;
5. be jointly responsible for the driver's conduct as well as his own. All rights and obligations arising from these general rental conditions, as well as from the related rental contracts, apply in favour and at the expense of each driver who uses the vehicle during the rental contract concluded between the Customer and the Lessor;
6. do not smoke or allow passengers to smoke inside the vehicle;

7. in the event of an accident suffered or caused by the rented vehicle, also understood as an event that suddenly strikes the vehicle from the outside with mechanical force, even if it does not suffer any damage:
 - a) immediately inform the Lessor of the incident, by sending him, within the following 24 hours, the CAI form filled out in detail in all its parts or, in its absence, a detailed account of the facts by filling in the form provided by the Lessor and/or, alternatively, the report of the intervention of the police forces if they intervened;
 - b) do not make any disclaimers;
 - c) take note of the personal details of all parties involved in the accident and any witnesses, including the personal details of the insurance companies of the vehicles involved (company - policy number - agency);
 - d) follow the instructions that the Lessor provides regarding the custody and/or repair of the vehicle.

In the event of failure to comply with even one of the above obligations, the Customer is responsible for all damages suffered by the vehicle, even in the event of a potentially active accident. It should also be noted that the CAI form does not exclude the Customer's liability until the insurance company concerned has declared it "active" for the Lessor.
8. in the event of total or partial theft or damage from attempted theft or vandalism, immediately report the incident to the competent authorities and deliver the original version of the report to the Lessor, together with the vehicle keys;
9. pay the security deposit required by the contract;
10. pay the rental fee, as well as the consideration for any costs, charges, options, extras or supplements arising from the stipulation of the contract.

Art. 8 – Vehicle Return

1. The Customer undertakes to return the vehicle, together with its accessories and documents, free of things or goods, in compliance with the times and places indicated in the rental contract/letter, in the same conditions in which it was delivered, including cleaning, except for wear proportionate to the duration of the rental and the kilometers traveled. Upon return, the Customer is responsible for checking, together with the Lessor according to the methods indicated below, the condition of the Vehicle, noting and signing any discrepancies with respect to what was indicated in the report at the time of delivery. In the event of failure to carry out a joint check, the Customer expressly authorizes the Lessor from now on to charge the cost of any damage found on the Vehicle even after its return, together with the cost of managing any administrative procedures related to the damage found, as provided for in the "Delayed Charge Agreement" signed and delivered to the Lessor.

a) Introduction to the Vehicle Return Procedure

All easily detectable damages will be managed and quantified by applying the "Damage Table", which is an integral part of these general contract conditions, developed and periodically updated in order to allow the management of damages in a practical and rapid way, through the preventive indication of the average cost of repairing the most common minor damages based on the amounts requested by body shops and workshops for spare parts and labor. The amounts in the table do not include the administrative management cost which, in the event of damage resulting from a RCA accident, is always due to the Lessor. It is understood that, if the Customer makes an express request to the operator at the rental desk, the damage table may also be delivered in paper format upon signing the rental contract.

b) Car check

At check-out (exit of the rented vehicle), all damage already present on the vehicle will be listed in the Check-Out Form. The Customer is required to carefully check the information reported in the aforementioned form, verifying that there are no errors and reporting any discrepancies found to our operators before leaving the station with the vehicle. In the absence of reporting by the Customer of detection errors at the time of delivery of the vehicle, all damage found when returning the vehicle and not reported in the check-out form will be considered to have been caused during the rental period. At the time of return (check-in), a new check of the vehicle will be carried out and the Check-In Form will be given to the Customer to sign, in which any new damage not resulting from normal wear and tear will be indicated. Normal wear and tear means normal wear and tear due to reasonable use of the vehicle, e.g. minimal scratches and chips, micro-dents less than 1 centimeter.

During peak periods, the Lessor's staff will need 15 to 30 minutes to check in and agree with the Customer any damage or defects found. If the Customer is in a hurry and cannot be present to check the condition of the vehicle, the check and identification of any defects will still be carried out in his absence and he will be charged for the damages.

c) Hidden damage

During check-in, some damage may not be immediately evident, for example those caused to inaccessible vehicle components (engine, tank, clutch, etc.) or hidden due to poor lighting/unfavorable weather conditions and/or dirt/dust on the bodywork. If such damage is detected, the Lessor will notify the Customer, providing documentation proving the findings within 30 days of notification before charging the related costs. In such cases, the Lessor will release the security deposit only at the end of the checks which must in any case be completed within 30 days of the date of return of the vehicle.

d) Technical stop

In the event of any damaging event, including accidents without a counterparty or not reported, the Customer will be charged an amount for technical downtime of the vehicle equal to € 70.00 VAT included. This amount is fixed, per rental, regardless of the duration of detention and the category of the rented vehicle.

e) Damage detection and recharging

The detection phase is characterized by the following 3 most common scenarios:

- I. Simple damage, agreed upon at the time of return. For simple damage agreed upon and accepted by the Customer at the time of check-in, an amount equal to that indicated in the Damage Table attached to the rental contract/letter will be charged, which will be included in the final invoice.
- II. Simple damages, not agreed because the Customer was not present. If during the check-in phase the Customer is unable to attend the checks (due to haste or late return) and the damage detected is simple, the Lessor will charge the relative amount using the Damage Table attached to the contract. In such cases the Customer will be duly informed by email or traditional mail. The communication in question will be sent within 30 working days from the return of the vehicle together with the documentation proving the damage attached.
- III. Significant damages, if the damage is significant and/or hidden or not quantifiable on the basis of the damage table, the Lessor will charge the estimated amount of the repair, after having sent notice to the customer 5 working days before the charge. If within 5 working days of receiving the notice of charge, the customer communicates via email to sinistri@viaggiare srl.it to avail himself of the right to request, at his own expense, the evaluation of the damage by a certified and expert third-party company, the Lessor will proceed with the charge after the outcome of the aforementioned evaluation.

f) Complaints

The Customer has the right to complain within 7 days from the end of the rental date for any disservice received. Any disputes relating to charges, advanced for any reason by the Lessor, may be advanced by the Customer only after payment of the same and in any case no later than 14 days from notification of the charge.

g) Return using the KEY BOX

The Vehicle must be returned during the opening hours of the Agency where it was collected. The Customer acknowledges that the rental ends on the date and time of actual return of the vehicle to the Lessor's staff. In the event that the vehicle is returned outside the opening hours of the Agency, the rental will not be considered concluded with the insertion of the keys in the "KEY BOX", but ends on the date and time of the next reopening of the Agency, or until the Lessor regains possession of the vehicle. Until the reopening of the Agency, the Customer is responsible for any damage found and not reported to the vehicle, and is also responsible for the theft of any kind by third parties of the vehicle or parts of it, as well as the keys placed in the appropriate box. Using the Key Box, the customer must communicate via email to keybox@viaggiare srl.it the place and time of return, the kilometers traveled, the fuel level and any damage caused during the rental period, attaching photos/videos of the state of the vehicle at the time of returning the keys.

2. In the event of failure to return the Vehicle within the times indicated in the rental contract/letter (i.e. after the 29 minutes of maximum tolerance of the Lessor after the return time indicated in the contract) the Customer undertakes to pay the penalty provided for "delayed check in", without prejudice in any case to greater damages and without written authorization from the Lessor for the continuation of the rental. In this case, until the request for an extension; after this deadline the penalty mentioned above will be applied again. It is possible to choose, as an additional extra at the time of booking, the possibility of returning the vehicle to a different place from the place of delivery. This extra will be indicated in the rental letter, together with the amount due for the "One Way" service (see table art. 10). In other cases of failure to return the vehicle to the place indicated in the Rental Letter, but in any case to a Lessor Agency, if this option has not been chosen and indicated in the contract, the Lessor reserves the right to charge as a penalty the amount indicated under the heading "one way" in the Extra Costs table, in addition to any damages resulting from the unavailability of the vehicle at the expected return Agency.

3. In the event that the rental is extended for an actual duration exceeding 30 days, during which the Customer has continuous and exclusive availability of the vehicle, the Customer himself is required to update the national vehicle register referred to in articles 94, paragraph 4 bis, of the Highway Code and 237 bis of Presidential Decree no. 495/1992, bearing all costs and charges. The Customer must provide the Lessor with a copy of the documentation proving compliance with the aforementioned obligation. In the event of failure to comply with the provisions referred to above, the Customer indemnifies the Lessor from any prejudicial consequences, undertaking to reimburse the Lessor for any expenses and/or costs arising from his non-compliance.
4. In the event of a breakdown or simple request by the Lessor, the vehicle must be returned by the Customer to any of the Lessor's agencies, which will replace it subject to availability. In the event that the Customer carries out repairs, the Lessor will reimburse the Customer for the sums spent on repairs due to breakdowns of the vehicle, provided that they occurred in Albania, and are shown on an invoice duly addressed to the Lessor and in any case previously authorised in writing by the Lessor.
5. With the early return of the vehicle, for any reason due, the penalties already paid in advance will not be refunded by the Lessor, while those still to be collected will be charged to the Customer.

Art. 9 – Security Deposit

For the rental of each vehicle, regardless of the duration and mileage, upon signing the contract the Customer is required to pay a security deposit established based on the type of vehicle and quantified as reported in the Special Rental Conditions section in the "Table of Deductibles and Deposits". The security deposit represents a sum of money that is blocked as a precaution as a guarantee and for the purpose of verifying the validity of the credit card presented by the Customer. The amount of the security deposit will be returned by the Lessor if, upon termination of the contractual relationship, the vehicle is returned intact and complete with all parts and accessories, as well as following verification of the correct fulfillment of the contractual obligations undertaken by the Customer. In this regard, the Lessor specifies that the release of the security deposit generally occurs in the hours immediately following the closing of the rental contract, however it may happen that the released amount is not immediately available on the Customer's bank statement. In fact, the Lessor releases the funds but has no control over the actual times of re-crediting, which are instead determined by the companies that manage the Customer's credit cards and by the interbank circuits, for which no responsibility can be attributed to the Lessor for any delays in actually crediting said amounts starting from the date of issue.

Art. 10 – Fees due to the Lessor

Upon delivery of the vehicle, the Customer undertakes to pay the Lessor,

- a) the rate provided for in the rental contract and the fee for additional services requested by the Customer when signing the rental contract, if not prepaid as indicated in the contract itself;
- b) extra rental days whose fee will be charged not according to the offer at the time of booking but according to the daily rate in force;
- c) deductibles and penalties in the event of damage and theft, or partial damage from attempted theft, where provided for and operating in accordance with the provisions of art. 10;
any other sum due on the basis of what is provided for in the contractual documentation according to the tables "description of extra costs" and "description of penalties" reported in the Special Rental Conditions section;
- d) the amount corresponding to all fines, motorway tolls and parking not paid during the rental period;
- e) the cost related to the technical downtime of the vehicle;
- f) if the administrative seizure and/or seizure of the vehicle is ordered, as compensation for the Lessor's failure to use the vehicle for the entire period between the date of the administrative seizure and/or seizure and the cessation of the effects of the measure applied, the Customer will be charged the rental price calculated on the basis of the official rate published on the website www.viaggiarent.com. The Customer must also indemnify the Lessor from any expense relating to the administrative procedure in question.

Art. 11 – Customer's liability in the event of accident, theft and damage and options for reducing liability towards the Lessor

1. The Customer is responsible and undertakes to compensate the Lessor for any damage, fire, total or partial theft or damage from attempted theft, occurring to the vehicle. In the event of damage to the vehicle, even due to an accident suffered or caused or in the absence of third parties, the Customer participates in the economic damage suffered by the Lessor for the maximum amount indicated in the rental agreement as "Damage Excess", except as

provided for in the following art. 12, in addition to the expenses, always due to the Lessor in the event of an accident, for the administrative management of the claim procedure. In the event of total or partial theft or damage from attempted theft of the vehicle, the Customer participates in the economic damage suffered by the Lessor for the maximum amount indicated in the rental agreement as "Theft Excess".

The maximum amounts of the excesses due for damage and theft are indicated in the "Excesses and deposits" table at the bottom of the specific "Special rental conditions" section. The deductible indicated in the rental letter remains entirely the responsibility of the Customer, unless he decides to further reduce or eliminate the participation for the economic damage suffered by the Lessor by paying a supplement to the rental fee (see "Table of reductions for Security Deposits and Deductibles" in the Specific Rental Conditions) by purchasing one of the following conventional liability limitation packages which include:

- **COVER BODY:** the customer eliminates the participation in the damage suffered by the Lessor limited to the bodywork and the roof; for the remaining parts of the vehicle, it participates for the maximum amount indicated as "damage deductible" in the specific rental conditions and does not include underbody, interiors, mechanical/electrical parts, tow truck call, glass, rims, tires, Pai, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle, it participates for the maximum amount indicated as "theft deductible" in the specific rental conditions and does not include the theft of the license plate, the theft of the keys, partial and/or total theft of the vehicle (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer).

For commercial vehicles of the GC0/GC1/GC2/GC3/GC4/O group, it reduces the damage deductible to €1,000.

- **GLASS&WHEELS COVER:** the customer eliminates the participation in the damage suffered by the Lessor limited to glass, tires and rims; for the remaining parts of the vehicle, he participates for the maximum amount indicated as "damage deductible" in the specific rental conditions and does not include damage to the bodywork and roof, underbody, interior, mechanical/electrical parts, tow truck call, Pai, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle, he participates for the maximum amount indicated as "theft deductible" in the specific rental conditions and does not include the theft of the license plate, the theft of the keys, partial and/or total theft of the vehicle (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer).

- **SILVER COVER:** the customer eliminates participation in damages suffered by the Lessor limited to the bodywork and roof, windows, tires, rims; for the remaining parts of the vehicle, it participates for the maximum amount indicated as "damage deductible" in the specific rental conditions and does not include underbody, interior, mechanical/electrical parts, call to the tow truck, Pai, loss of license plate, incorrect refueling, keys; for the remaining parts of the vehicle, it participates for the maximum amount indicated as "theft deductible" in the specific rental conditions and does not include the theft of the license plate, the theft of the keys, partial and/or total theft of the vehicle (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer).

For commercial vehicles of the GC0/GC1/GC2/GC3/GC4/O group, it reduces the damage deductible to €1,000.

- **GOLD COVER:** the customer eliminates participation in damages suffered by the Lessor limited to bodywork and roof, windows, tires, rims, underbody, interior, license plate; for the remaining parts of the vehicle, the customer participates for the maximum amount indicated as "damage deductible" and "theft deductible" in the specific rental conditions and does not include, mechanical/electrical parts, calls to the tow truck, Pai, incorrect refueling, keys (which remain excluded from the CDW damage limitation and therefore remain entirely the responsibility of the customer).

For commercial vehicles of the GC0/GC1/GC2/GC3/GC4/O group it is not applicable.

2. The damage will be qualified and quantified, also according to the criteria indicated in art. 8 e), through the application of the Damage Table available on the website www.viaggiararent.com and available upon request by the Customer in paper copy at each rental agency. Where qualification and quantification through the damage table is not possible, the Lessor will charge the repair amount estimated by one of the approved body shops or on the basis of the damage assessment carried out by a certified expert company, after notifying the Customer. The Lessor reserves the right to establish the times and methods of repair of the vehicle, where the damage does not compromise its functionality. Furthermore, the Lessor will not be required to provide the Customer with any documentation relating to the execution of the repairs of the damage caused by the latter.
3. Due to the resulting increase in insurance costs, in the event of a passive or joint claim, as well as in the event of incorrect or omitted compilation of the documentation required for the management of the claim itself, a flat-rate penalty is foreseen, due in the amount indicated in the "Criminal Descriptions" table reported in the Special Rental Conditions section. This penalty will also be applied in the event of purchase by the Customer of services for the limitation/exclusion of liability as they are aimed at encouraging compliance with road traffic regulations and the

protection of the rented vehicle, as well as encouraging the Customer to take action in order to acquire the elements necessary for a correct identification of responsibilities.

Art. 12 – Causes for exclusion of the Customer's liability reductions provided for in art. 11

In derogation from the provisions of art. 11, the Customer is always responsible for the amount of the entire economic damage (damage to the vehicle for any reason, fire, total or partial theft) caused to the Lessor up to the entire value of the vehicle plus damages, where at least one of the following circumstances that nullify the deductibles indicated in the contract and, in general, any and all limitations of liability agreed in favor of the Customer (CWD – TP – COVER BODY – COVER GLASS&WHEELS – SILVER – GOLD):

- a) use of the vehicle for purposes contrary to the law;
- b) violation of current regulations and/or the Highway Code;
- c) use of the vehicle in violation of the provisions of art. 6 of these General Conditions;
- d) vehicle returned damaged following an accident, immediately caused or in the absence of third parties, in the absence of a report certifying the dynamics of the event and related documentation, or without transmission and/or incorrect and/or partial compilation of the CAI form, together with the request for intervention by the Authority;
- e) failure to promptly report to the competent authorities in the event of total or partial theft or vandalism;
- f) damages caused voluntarily by the Customer, or through negligence to the vehicle, as well as those relating to the interior of the vehicle (including those to the dashboard, airbags, seat belts, touch screen displays, etc.), to the roof and to the vans, from the failure to assess the height of the vehicle and objects protruding from or above the roof, from the clutch kit, from the engine overrevving, from the tyres and/or rims including the theft of the latter, from the windows and glass, from the underbody, from the license plate, as well as for breakages of components due to unauthorised circulation on rough roads.

Such circumstances are to be considered proven by a sanction and/or declaration by the customer and/or the CAI form. and/or assessment by the insurance companies. This is always without prejudice to the possibility for the Customer to demonstrate that the aforementioned circumstances were due to causes not attributable to him.

Art. 13 – Contract stipulation in the name and/or on behalf of a third party and jointly liable

1. Whoever signs the rental contract in the name and/or on behalf of a third party is jointly liable with the third party for all obligations arising from the rental contract and from these general rental conditions. The Customer acknowledges that the rental ends on the date and time of actual return of the vehicle to the Lessor's staff.
2. The Customer and each authorised driver are jointly liable towards the Lessor for all obligations arising from the rental contract and these general rental conditions.

Art. 14 – Using satellite devices

The Customer undertakes to use satellite devices (GPS and similar) capable of detecting the position of the Vehicle and the speed or driving behavior by tracking its position. Such data will not be used by the Lessor to track or monitor the Customer's movements, but will be collected in order to: (i) comply with legal obligations and locate the vehicle in the event of an accident or breakdown; (ii) locate the vehicle in the event of theft or attempted theft and verify that the vehicle has been rented/returned to the rental agency.

Art. 15 – Termination clause

1. The Lessor may terminate the rental agreement early pursuant to art. 1456 of the Italian Civil Code, in the event of violation by the Client of articles 6-7-9, as well as in the event of insolvency or opening of insolvency proceedings and/or bankruptcy of the Client, protests, enforcement or precautionary procedures, reduction of the economic and/or financial reliability requirements.
2. In all cases in which the termination of the contract is requested due to non-fulfilment by the Customer and the return of the vehicle is requested, the Customer is required to provide for the immediate return to the contractually agreed location and/or to another location communicated by the Lessor, as well as to pay the agreed fee for the entire rental period, without prejudice to any further damages, as well as any other sum accrued under the lease (except for the operation of the various penalties provided for in this contract).

Art. 16 – Delayed Charge

In compliance with the regulations on international financial circuits (credit card companies and institutions), and without prejudice to the provisions of articles 6,7,9,10 regarding the attribution of responsibilities, the Customer will be charged for all expenses not known at the time of delivery but detected after the return of the vehicle (so-called "Delayed Charge"). Acceptance of the Delayed Charge is expressly indicated in the rental contract and in particular in the "Delayed Charge Contract" signed by the Customer to which express reference is made. The following types of charges fall within the scope of the "Delayed Charge": fines, parking, motorway tolls, refueling, damage to the car, towing of the vehicle; loss and/or damage and/or theft of all vehicle accessories, loss and/or damage and/or theft of the insurance card, keys and/or license plates, fees for additional services relating to fines, tolls, parking and any fines or charges imposed by authorities, bodies, dealers in relation to the circulation of the vehicle, administrative costs.

Art. 17 – Personal data processing

Pursuant to art. 13 of EU Reg. n. 679/2016 (GDPR) the Lessor will process the data provided by the Customer in compliance with the legislation in force and as reported in the Privacy Policy available on the website www.viaggiarent.com and available upon request by the Customer in paper copy at each rental agency. By signing the rental contract, the Customer declares in particular to have been informed and accept:

- the purposes and methods of data processing;
- the nature of the data provided and obligations or option to provide the data and the consequences of any refusal to process such data;
- the scope of data communication;
- the rights of the interested party, the methods of exercising them and the contact details of the Data Controller.

Art. 18 – Translation and prevailing version

In case of doubts or differences in interpretation, the Italian version prevails over the English version, as it expresses the exact will of the parties. The English text, which can be consulted and made available upon request by the Customer, represents a mere literal translation.

If one of the provisions of the Contract is deemed invalid or ineffective, in whole or in part, the same will be disappplied and the Contract will remain valid and effective for the remaining provisions.

Art. 19 – Applicable Law and Competent Court

The rental relationship referred to in this contract is governed by Italian law. For any dispute between the parties relating to the rental contract, the Court of Vicenza has exclusive jurisdiction, without prejudice to the application of the Consumer Code in the case of a consumer Customer.

Art. 20 – Domicile and communications

The Customer, for all legal purposes, for the purposes of executing this rental agreement, declares to elect his domicile at the address communicated to the Lessor. Unless otherwise indicated, communications from the Lessor relating to the contract will be sent to the email or fax address indicated by the customer.