

## CAR RENTAL TERMS AND CONDITIONS

### 1 Driving and rental requirements

Both the Client and each driver authorized to drive the rented vehicle must comply with the formalities of identification and qualification required by the Lessor.

Each driver is responsible for not giving false information about his/her identity, age, address and the existence of all legal requirements to drive.

Both the Client and the driver authorized to drive the rented vehicle must comply with the following requisites in order to rent a car:

- 21 years old
- a valid driver's license at time of rental, issued by authorized authorities at least 36 months before the rental of the vehicle.

For drivers under 24 years are planned additional fees as indicated in the *Stilo Price List*.

For any other authorized additional drivers are planned additional fees corresponding to the rental length: daily, weekly or monthly fee are listed in the *Stilo Price List*.

- A valid **credit card** is required to rent a vehicle.
- Specific authorization is required if payment is to be made by a Credit Card belonging to someone other than the Client.

In case of unavailability of the reserved vehicle or if the rental company deliver a vehicle of a higher group than the kind reserved, the customer has the right to pay for 10 days the price of the reserved vehicle.

After this deadline will be charged, for the rest of the rental period, an additional 20% fee calculated at the rates of difference of the category group.

At its own complete discretion and without giving any reasons, the Rental location reserves the right to refuse to authorize the rental agreement.

### 2 Payment

Payment can be made with the major financial Credit Cards, after obtaining a proper authorization by the credit institution, unless it will be established a different method of payment by the rental company. For rentals shorter than 30 days, payment should be made upon the day of contract. For longer rentals, payment shall be made every 30 days anticipating the month.

### 3 Third party liability Insurance( R.C.A. )

All vehicles are insured for civil liability (RCA) in compliance with the current law.

The RCA policy of the Lessor vehicles guarantees insurance coverage for civil liability towards third parties, including passengers, animals and objects (excluding those transported) with a maximum limit indicated in the *Stilo Price List*.

In case of an accident, the Client and the other party involved must fill out a CAI (mutual agreement in case of accident) which is available in the vehicle and send it to the nearest Lessor's location, no later than 24 hours after the accident, or consign it together with the vehicle – if this is no later than 24 hours after the accident.

### 4 Return of the Vehicle and Refueling

The Customer must return the vehicle with the same quantity of fuel present at the beginning of the rental period. If the customer does not return the car with a full tank, the Lessor will refuel and the

Client will pay an extra charge for refueling and also the price of the missing fuel, as indicated in the *Stilo Price List*.

If the customer will return the vehicle in a different place than the location in which they started, will be added a supplemental charge , as indicated in the *Stilo Price List*.

## **5 Conditions for Driving and for Use of the vehicle**

The Client is obliged to take care of and use the vehicle with diligent attention respecting the proper usage and characteristics of the vehicle, indicated in the registration document, and in respecting of the law, as well as:

- a) to not use the vehicle, even through third party, for the commercial transport of persons or things, except in the case of commercial vehicles. It is highly prohibited to smoke inside of the vehicle.
- b) to not sublet/rental, sublease or let use the vehicle by other persons, even with driver.
- c) to entrust the driving of the vehicle to any person other than those authorized in the rental agreement, nor to any person without a valid driving license nor to anyone who does not meet the required requisites on the Contract documents;
- d) to not transport animals or anything else which, because of its smell or condition, damage the vehicle or slow the possibility of re-renting it; in case of extra cleaning of the vehicle, the Client will be required to pay a charge, which is indicated in the *Stilo Price List*, or more if required;
- e) to not repair the rented vehicle without the written consent of the Lessor;
- f) to immediately inform the Lessor of any malfunctioning of the vehicle, to stop driving immediately upon discovering any malfunction, and adhere to the Lessor's indications if there is to be substitution or return of the vehicle;
- g) to **refuel** the vehicle with the correct type of fuel and indicate, if requested, the refueling station responsible, to contact in case of any damage, as well as diligently maintaining the vehicle and controlling the consumable fluid levels; if and when necessary adding missing fluids;
- h) not to use the vehicle for rallies, competitions or trials, on unpaved roads or otherwise on roads which could put the vehicle at risk giving driving school, pushing or towing another vehicle without the express permissions of the rental company, for movement in restricted areas, which breaks the highway Code, road traffic laws or any other laws.
- i) to not drive the vehicle while under the influence of pharmaceuticals, narcotics, alcohol, intoxicant or any substance which may limit driving ability or slow reaction time.
- j) to be diligent in the care of the vehicle, activating all of the security measures in the car, to avoid leaving valuable objects or items inside the vehicle, and in general to do all that is necessary to guarantee the best possible security of the Rental location's asset.

The Client is liable for any damages due to any use of the vehicle unauthorized by law and/or by Contract. Any unauthorized use of the vehicle implies the full responsibility of the Client, together with each other driver, leaving the Client responsible for any relative claims or law suits.

The Lessor reserves the right to take back the vehicle, at any time and in any place, in case of any violation of this article .

In case of non-return of keys, for whatever reason and even if the vehicle has been returned, the Client will be subject to a penalty, equal to the daily "Standard" rental charge for each day of delay until the keys are delivered or until the Client consigns the original copy of the Police statement of loss or theft, as well as being subject to the charge listed in the . unless greater damage occurs.

In case of non-return or damage, for any reason whatsoever, of any accessory or optional provided with the rental vehicle, including those in article 12, the Client is responsible for paying the penalty fee listed in the *Stilo Price List*, unless greater damage occurs.

## **7 Customer Responsibilities**

While in custody of the vehicle, the Client is directly responsible for any damage derived from use

of the vehicle, as well as being liable for any damage claims from third-parties, even in the case of unauthorized use of the vehicle. The vehicle is always covered by an insurance policy valid for civil liability to third-parties, with the maximum ceiling requested by Italian law and within the terms of the insurance policy.

On the explicit request of the Client, the vehicle can be endowed with other optional coverages, which are explained in the contract documents, and have to be indicated in the rental agreement. During the rental period, the Client is responsible for any tickets and/or fines from violation of the Driving Code or of any other law or rule, toll roads, parking costs as well as any other sum derived from using the vehicle, even in the case of a third-party, and the Client must pay any subsequent legal, postal, and administrative fee connected to reimbursement fees and to absolve the Lessor of any damages and/or damage claims by third-parties. The cost of managing claims is listed in the *Stilo Price List* and the Client, from this moment, assumes the responsibility for paying any such fees.

## **8 Liability for theft, fire and damage**

Customer is considered responsible in case of fire, damage and theft of the vehicle, even in case that the car is found later. The value of the vehicle is comparable to its stated value in the Price List of INFOCAR, at the time of the event. If the event takes place during the first six months of life of the vehicle, the value will be determined as its list price. Client responsibilities include repair costs, loss of value to the vehicle, non-rentability of the vehicle resulting from the missed rental, towing fees, deposits and administrative costs, of any event or relevant claims resulting from damages caused to the vehicle or from the accident, as indicated in the Price List, (available to the Client upon request at the Rental location), which includes cost of materials, labour, and non-rentability due to repair it.

In order to protect the Lessor from fraud or theft risks, can be installed on the vehicles satellite dispositives able to detect the location of the vehicle, the speed or the driver behavior.

The Lessor reserves the right to communicate it to Judicial authorities, Insurance companies, Legal Studios or Studios specialized in preventing or managing theft and wrecks, as well reserving the right to use that data or permit its use for any action to safeguard its own interests.

The responsibility for theft and fire is limited to a maximum amount, except in case of fraudulence or negligence of the Client or the driver (even third), which varies with the rental's vehicle group and is indicated as "deductible".

Deductibles are indicated in the *Stilo Price List* with a reference to each vehicle group.

The rental charges include limitation of responsibility, which is indicated as "Theft Waiver" (**T.H.W.**) and affects the fees due in the percentage indicated in the *Stilo Price List*.

Client responsibility for theft and fire can be further reduced or completely removed, except in case of fraudulence or grave negligence of the driver, by requesting the option of reduction or exclusion of the Theft Waiwer. (**S.T.H.W.**). The rental charges will be fixed according to vehicle group, considering the terms of liability exclusion/reduction, in accordance with the Price List.

In both cases, liability limitation is not to be considered as an insurance policy, it does not reduce or exclude Client's financial liability.

In case of total theft or fire of the rented vehicle, Client will be charged for the same quantity of fuel as indicated on the rental agreement at pick up time.

In all cases of total or partial theft or fire, the Client is obliged to report the event to the local authorities and hand over the original copy of the Police report to the nearest Rental location within 48 hours of the event and to collaborate with the Lessor in the resolution of any judicial proceedings. In case of non-compliance with these terms, all of the mentioned liability limitation is automatically non effective.

Any limitation of responsibility shall have no effect or validity in the case of total theft, with no returning of the keys, or in case of theft or damage to tires, see above as far as Police statement and notices are concerned as well as the consequences derived from non-compliance with the terms in

Conditions for Driving and Use in Article 6 and the current General Conditions.

Except for the case of fraudulence or one's negligence of the Client or the driver (including third-parties), responsibility is limited in the case of damages due to accidents, attempt to theft, theft or partial theft as well as fire or partial fire, to a variable maximum amount which depends on the rented vehicle group and is indicated as "deductible". Deductible costs are indicated in the *Stilo Price List* with a reference for each vehicle group.

The rental charge includes a limitation of responsibility, which is indicated as "Collision Damage Waiver" (C.D.W.), and affects the amount due as indicated in the *Stilo Price List*.

The rental fee will be fixed, taking into consideration the terms of liability exclusion or reduction as indicated in the *Stilo Price List* with reference to each vehicle group.

Both CDW and THW are in any case not to consider as insurance policies, but liability limitations that reduce or exclude the Client's financial liability.

It is the responsibility of the Client to report any and all accidents within 24 hours of the event, to the nearest Rental location, filling out and sending the proper registration model, otherwise any limitation or exclusion of responsibility signed by the Client becomes ineffective (CDW, THW).

The Client is liable for any damages caused to the Lessor for non-notification of the event or for late notification. At the moment of the accident, it is the Client's responsibility to obtain all of the proof necessary to indicate fault. To this end, the Client must: (i) call the appropriate authorities and ask for a report by the Police, Carabinieri, or Vigili Urbani; (ii) ask for the names and addresses of any witnesses present; (iii) collaborate with the Lessor in any subsequent lawsuits brought about by the accident, even if requested at a later time.

Any limitation or exclusion of responsibility (CDW, THW) shall have no validity in case of damages caused voluntarily or due to negligence, damage to vehicle inner, damage caused to the roof or to the camber of commercial vehicles, as well as for damages caused by miscalculating the height of the vehicle or of objects sticking out from the vehicle, for damages or theft of wheels and wheel trims, underpart of the car, all windows, for damages caused to clutch, for damages caused for engine over-revving, and any damages caused by misuse or not observing the rules in Driving the Vehicle and Conditions for Use including Article 5 of the present General Conditions.

## **9 Responsibility of the Lessor**

The rental agency is excluded from any and all liabilities and damages due to malfunctioning of the vehicle, late or non-return of the vehicle, consigning a vehicle from a different vehicle category than initially reserved, damages to goods or damages of any other kind, except in case of fraudulence or grave negligence of the rental agency.

The Lessor is also excluded from any liability for damage to objects transported in the vehicle or present in the vehicle on its return, except in cases of fraudulence or one's negligence.

## **10 Expenses**

### **The Client is responsible for paying the Lessor the following expenses:**

A. The rental fee, which is established in the Contract documents and depends on the following calculations. (I) type of vehicle; (II) the length of time that the vehicle is used until its return; (III) kilometres travelled or the option of unlimited kilometres; (IV) the tariff used by the Lessor; (V) the value related to limitation of liability or damage liability agreements \*mentioned in Article 8, is listed on the invoice only for administrative purposes; (VI) eventual\* acceptance of the "Super TP Protection" SCDW. and/or "Total/Partial Collision Damage Waiver" STHW options; (VII) request of insured vehicles with total coverage and/or partial coverage different than the RCA policy provided; (VIII) any ulterior requests by the Client.

The rental charges must be paid as stipulated in the Contract Documents regarding time and modality indicated in the 2 article.

- B. Reimbursement of any fees involved in vehicle collection, if the vehicle is not returned to the agreed point, for any reason.
- C. The sum of any fines or penalties incurred by the Client or the rental agency for violation of the driving code or other applicable laws, committed during the rental period;
- D. Any sum owed with regards to contract documents (including but not limited to: refuelling, one-way rentals, replacements, after-hour services, supplements, penalties and/or fines and any difference arising from the use of a different service than budgeted);
- E. All charges due to damage claims and/or expenses and/or reimbursement due for the liabilities agreed to in signing the Contract;
- F. A penalty fee for goods and/or objects left in the vehicle at the time of its return, equal to the sum required to remove and deposit the materials, plus the "Standard" daily rental rate of the vehicle (listed in the Price List) for every day of non-rentability of the vehicle until the materials are removed, when aforesaid materials cannot be immediately removed or if removing them could be a risk for the safety

Clients in possession of a credit card from an approved financial institution authorise the rental agency to debit the relative sum of the fees regarding rental, including those listed in the Contract documents and any fees incurred by the Lessor in recuperating the aforesaid fees.

In case of odometer malfunction or theft of the rental vehicle, the kilometers driven will be calculated according to the provisions listed in the Contract Documentation with the price per kilometer as indicated in the *Stilo Price List* in vigor at the beginning of the rental .

## **11 Various**

Possible expenses sustained for the rented vehicle, if previously communicated in detail and authorized in writing by the Lessor, can be refunded if the Client submits a registered invoice to the lessor for the amount specified.

### **Replacements:**

In case of vehicle malfunction or even on simple request by the Lessor, the vehicle must be delivered to any location of the Lessor, where the Client can obtain a replacement vehicle, upon availability at no extra cost; unless the Lessor, at its own discretion, decides not to deliver a replacement vehicle for insolvency, theft, fire or serious accident of the rented vehicle, independently from what caused or gave rise to the event.

Substitutions will be made with a vehicle from the same vehicle group. In case of unavailability, the substitution may occur with a vehicle from a lower or higher category applying all reductions or increases indicated in the *Stilo Price List*.

In the case of vehicles with a 7 to 9 person seating capacity, the substitution may occur with one similar vehicle or with two cars, without any fee owed by the Lessor.

are included in the canon:

### **Free services:**

- a day free road assistance service except in case of malfunction due to fraudulence or fault of the Client; in the case of assistance request, the Client must communicate any and all relevant information to help understand the nature of the malfunction and to help find a quick and easy resolution to the breakdown, remain together with the vehicle until the road assistance service is provided, and sign the apposite documents.
- Costs for collection or replacement, when authorized by the Lessor, except in cases of malfunction due to fraud or fault of the Client. Replacement service is not available abroad;

## **Services requiring payment:**

- Supplemental charge for any rental beginning in Italian airports (see the *Stilo Price List*);
- Supplemental charges and services foreseen in this document, when request;
- Fuel and V.A.T.;
- Consumable Fluids related to mileage driven (including, but not limited to: oil, radiator fluid, windshield fluid);
- Traffic fines or other sanctions incurred while in possession of the vehicle independently from who was driving it (art.116 sub.12 of the Highway Code).
- Highway, parking and other tolls resulting from the parking of the car.
- Repair costs in case of tire hole.
- For special vehicles (luxury cars )subject to guaranteed reservation, a penalty will be applied if the Client cancels the booking without a 48 hour prior notice, penalty fees are listed in the *Stilo Price List*.

## **12. Additional Optional and Services (in case of availability)**

Accessories:

- Infant, baby seats
- Snow chains
- Ski-racks
- GPS navigators

For aforementioned accessories will be applied a supplemental charge listed in the *Stilo Price List*

## **13 Out of Hour Service and Delivery or Collection:**

- a) Should vehicle be picked-up or returned out of office opening hours and is needed the presence of an employee , will be applied an extra charge listed indicated in the *Stilo Price List*.
- b) In case of delivery or collection out of the Rental Location will be applied an extra charge as indicated in the Price List, thus said charges will be doubled if outside the Rental location's opening hours.

## **14. Reimbursement Clause**

Violation of even a part of Article/s 1,2,5,6,7,8, and 10 gives the Lessor the right to dissolve the Contract according to Article 1456 of the Civil Code as well as the right to sue for damages.

## **15. Competent Court Authority**

The rental agreement and Contract are regulated by Italian law.

For any controversy arising from the conditions and terms regulated in the "Contract Documents," the only competent court authority is that of the legal headquarters of the Lessor.

## **16 Various**

Terms and conditions of the present contract deemed ineffective or non-valid, whether in whole or in part, will be considered non applicable, but all other conditions shall remain valid and applicable.

## **Information according to the effects of Legislative Decree no. 196/2003**

We inform you that, in relation to the establishment of relationship with our company,

**Stilo Spa** can dispose of the personal data treatment according to Italian legislative decree no. 196/2003.

The law 30/06/2003 n. 196 “Subject code on personal data protection“ has the aim to guarantee that the processing of personal data is carried out with full respect to basic liberty and to personal dignity rights, with special reference to Privacy and Personal identity.

Pursuant to Article 13 of Legislative Decree No. 196/2003 we inform you that the Stilo Spa, majority shareholder of Stilo Rent, with headquarters in Via Flaminia 362, 00196 Rome, has the property for data processing on the Rental Agreement.

The personal data is handled and used by Stilo Spa:

**A) For the management of the condition of the contract and all the required actions to ensure compliance with standing regulations.**

According to objects strictly connected with and instrumental to the management of customer relations (e.g. acquisition of information before the conclusion of a contract, execution of operations based on obligations deriving from contracts arranged with customers) further with objects deriving from legal obligations, regulations, Community rules, provisions laid down by authorities authorized to do it (e.g. collection and storage of personal data in compliance with the rental international rules of anti-terrorist security).

The refusal of giving personal information described above hinder the realization of the contract and ratify the ineffective validity of it.

**B) For marketing purposes**

Any personal data provided may be used by us for marketing purposes, including client satisfaction surveys for the work done by the Lessor, and in particular any postal and e-mail addresses, or telephone provided may be used by us to send advertising material, commercial information, newsletters, and the services of the Stylo Group.

The conferment of the data for such purposes is voluntary and a refusal to give the authorization doesn't affect the validity of the contract.

**Rights of the interested party**

As regards to the aforesaid processing, you can exercise the provided rights foreseen by Article 7. Law 196/03 that is here below described:

- a) The interested party is entitled to obtain confirmation of the existence or otherwise of personal data relating to him, even if not yet registered, and the intelligible notification thereof.
- b) The interested party will be entitled to obtain information on the origin of the personal data and the objects and handling procedure;
- c) The interested party will be entitled to obtain the logic applied in the event of handling with the aid of electronic instruments
- d) The interested party will be entitled to obtain the update, correction or, when he has an interest therein, addition of data;
- e) The interested party will be entitled to obtain the deletion, transformation to an anonymous form or blocking of data handled in breach of the law.
- f) The interested party will be entitled to obtain the deletion, transformation to an anonymous form or blocking of data including that does not have to be kept for the objects for which it was collected or subsequently handled;
- g) obtain a certification that the operations of deletion, transformation to an anonymous form or blocking of data have been brought to the knowledge, even with regard to the content thereof, of

those to whom the data has been notified or circulated, unless this proves impossible or involves the use of clearly disproportionate means in relation to the right protected.