

## GENERAL CONDITIONS OF THE DRIVERLESS RENTAL CONTRACT

### Art. 1 – Conclusion of the contract

This motor vehicle rental agreement of the company Only Sardinia S.r.l. (hereinafter, the Lessor) is intended to be finalized by the customer's subscription (hereinafter, the Customer or the Lessee) at the bottom of the Special Conditions of the Rental Agreement contained in the Rental Letter (hereinafter, Special Rental Conditions) and at the bottom of the General Rental Conditions below (below, General Rental Conditions).

The contractual relationship is governed by the Special Rental Conditions signed by the Customer and the General Rental Conditions below; the rental letter template and these general rental conditions are available and available to anyone on the Landlord's website <http://www.only-sardinia.com>.

By subscribing to the Special Rental Conditions and the General Rental Conditions, the Customer declares that it unreservedly accepts the conditions contained therein and even **declares that it has received from the Lessor a copy of both the Rental Letter and the a forementioned General Conditions** and that these copies comply with their respective originals that remain deposited at the Lessor's premises.

Aware that it can be prosecuted in the case of false statements, the Customer declares that he has provided the Lessor with truthful information regarding his details, age, charge and/or qualification, address of residence or domicile, telephone number, and e-mail address, as well as about the possession of all legal requirements for driving authorization; it also declares that all documents delivered to the Lessor are original or are copies of the originals and are valid.

It is without prejudice, in any case, to the landlord's right to refuse the conclusion of the lease at his free and unquestionable discretion, without any obligation to give any reasons to the Lessee.

### Art. 2 – Circulation Limits

The rental vehicle may circulate exclusively in the following countries: Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Great Britain, Greece, Ireland, Iceland, Italy, Lichtenstein, Luxembourg, Norway, Holland, Poland, Portugal, Monaco, San Marino, Slovenia, Spain, (excluding Ceuta and Melilla), Sweden and Switzerland; movement to different countries can only take place with the written authorization of Only Sardinia S.r.l.; return abroad is not allowed.

Both abroad and in Italy, the vehicle may be conducted exclusively by the Customer, a natural person who is a signatory to the contract or by the natural person who has signed the contract in the capacity of legal representative of the Customer legal entity or by another person who has been fully identified as an Additional Driver or as a Driver Other than the Customer (Renter No Driver option) in the appropriate space of the Rental Letter, to be considered authorized to drive and drive the rental vehicle in compliance with the provisions of this contract and under the full responsibility of the Customer; the latter will therefore respond to the Lessor of the active and/or omission conduct of each Additional Driver and those of the Driver Other than the Customer in the presence of the Renter No Driver option; The Options Additional Driver and Driver Other than the Customer (Renter No Driver) are subject to the application of a daily cost surcharge, as specified in the following art. 8 no. Points 3 and 4; with the signing of the Special Rental Conditions and these General Rental Conditions, the Additional Driver and/or Driver Other than the Customer (Renter No Driver option) assume the same contractual responsibility as the Customer, jointly and severally with the latter.

In any case, the Driver, even if Additional and even if Driver Other than the Customer in the Renter No Driver option, must be between 18 and 75 years of age and, in the case of a newly disabled driver, the specific limitations provided by law in relation to the power and displacement of the vehicles to be driving remain firm; for the driving of people between the ages of 18 and 25 or over 75, a daily cost surcharge is provided, as specified in the following art. 8.

Under no circumstances may the rented vehicle be driven by persons who are intoxicated and/or under the influence of narcotics or psychotropic substances; (a) for the transport of contraband goods, explosive, polluting material or any other transport in breach of laws and/or regulations; b) for the transport of passengers or goods against compensation, unless authorized in writing by Only Sardinia S.r.l.; (c) to push or tow other vehicles or trailers; d) in competitions of any kind, sporting or

not, or route tests, including use on the track or similar; (c) for the transport of parcels or postal packages; f) to give driving lessons or to practice it; (g) off-road, on unpaved roads or on roads which are otherwise unsuitable for the vehicle; (h) to transport anything or substance which, due to its condition or smell, may damage the vehicle and/or delay the possibility of re-re-ole; (i) for improper operations and any other use in violation of laws and/or regulations.

In any case of violation of the traffic limits and limits to the operation and use of the vehicle provided for in this article, without prejudice to the provisions of the contractual conditions that follow, Only Sardinia S.r.l. will remain exempt from all liability, of any kind and nature and, in any case, will have the right to be fully compensated, maintained, and kept unscathed by the Customer.

### **Art. 3 – Vehicle delivery and Check-Out**

The vehicle shall be deemed to be perfectly fit for use as agreed in this rental agreement.

The Customer has the responsibility of verifying, prior to the signing of the contract, the overall conditions in which the vehicle requested for hire is located and, in the event that he finds damage and/or defects and/or anomalies and/or deficiencies of any kind, he must immediately report them to the Lessor making them /having them described in the card of the Rental Letter "Conditions of the outgoing vehicle - Check Out" submitted to his signature; in the event that the aforementioned card "Conditions of the outgoing vehicle – Check Out" does not report any type of damage, defect, anomaly or deficiency of the vehicle requested for hire, even in the event of failure to verify the vehicle by the Customer and/or in any case of failure to complete and/or subscribe to the same card "Conditions of the outgoing vehicle – Check Out" and in any case whenever from the aforementioned card it does not turn out otherwise, the vehicle will be understood to be delivered by the Lessor and received by the Customer in excellent condition, fully functional in all its parts, clean both inside and outside, with full tank of fuel, with tire wear level not lower than the legal limits, with locks and closure systems fully functional , with the lower parts of the bodywork (under-door, lower moldings and bumpers, etc.) perfectly intact, with insurance policies in progress and with the endowment of all the documents provided by law for road traffic in Italy and the European Union, therefore perfectly suitable for use agreed in contract and accepted by the Customer without exception and reservations.

The vehicle will be delivered, ready for use, ex the Lessor's warehouse.

### **Art. 4 – Return of the vehicle**

At the end of the rental, the vehicle must be returned by the Customer, together with his accessories and documents, free from things and goods and from constraints and burdens, in the same conditions in which it was delivered, including cleaning, except for the normal wear and tear related to its appropriate use, proportionate to the duration of the rental and the mileage traveled.

The Customer undertakes to return the vehicle to the washed lessor (only hand washing is allowed and roller washing or similar is prohibited), cleaned even in the interior and with full tank of fuel; in the event that, at the time of return, the vehicle is not cleaned inside and /or not washed outside, the Lessor will charge, as a penalty, to the Customer the sum of € 50.00 excluding VAT or the sum of € 450.00 excluding VAT in case a special cleaning of the vehicle is necessary, except in both cases the compensation of the additional damage; if, at the time of return, the vehicle is found to lack full fuel, the Lessor will be entitled to charge the Customer the cost of the missing fuel, in addition to a fixed amount of € 21.60, unless the Customer has subscribed to the FPO (Pieno Prima) option provided for in the following art. 8, in which case there will be no refueling charge returning the vehicle.

The Customer will be held accountable for theft, fire or loss of the rented vehicle and for any damage and/or loss to the vehicle, its documents, parts or accessories that occurred during the rental, even if detected by the Lessor at a later time than the return of the vehicle and regardless of the compilation and/or subscription of the charter sheet "Conditions of the vehicle on return"; by way of example and not limited to, the tenant's liability is extended to the cost of repairs and/or replacements, to the landlord's ceased profit for the consequent non-rental of the vehicle, to the loss of value of the vehicle, to the costs of towing, transport, storage and custody, as well as an administrative charge for the internal management of the file by Only Sardinia S.r.l., to any legal costs, both out of court and judicial,

which should be borne by the latter to obtain the recast of the damages suffered, except, in any case, compensation for any further or different damage.

The vehicle must be returned to a rental point Only Sardinia S.r.l., in the city, on the day and time specified in the Rental Agreement.

In the event of the return of the vehicle in advance of the expected return deadline indicated in the Rental Letter, the Customer may not demand any return and/or refund and/or reduction of the rental fees, including those for additional services and for any limitation/disclaimer clauses purchased; the application of the increases provided for in the following art. 8.6 for the hypothesis of return of the rented vehicle outside the opening hours of the only Sardinia S.r.l. rental point of the place of planned return.

In case of delay in the return of the vehicle more than 59 minutes compared to the expected return period indicated in the Rental Letter, Only Sardinia S.r.l. will be authorized to charge the Customer, in addition to the rental fees agreed in the contract, an additional sum equal to the daily rate purchased by the latter, including the costs of the additional services and the limitation/exemption clauses liability that may have been purchased and so for each day of delay until the return, except in any case the greatest damage; moreover, it remains agreed that, even in the event of non-delivery or unjustified return of the vehicle by the Customer, the Customer will always be held responsible for the custody and storage of the vehicle itself even in excess of the contractual term; in any case, the Lessor will have the right to make a regular complaint to the competent *authorities*.

In the case of return of the rented vehicle to a place other than that of the planned return specified in the Rental Letter, subject to the customer's obligation to inform the Lessor in advance well in advance and to comply with the methods of return that will be indicated by the latter, the Customer will be surcharged on the rental for a fee of € 125.00, in case of return within the territory of the Sardinia region and equal to € 1,000.00, in case of return to any other Italian region or abroad, in all cases in addition to the additional cost of € 1.50/km to be calculated on the geographical distance between the place of return provided for in the Rental Letter and that of actual return, in addition to the costs of transporting the vehicle to the planned drop-off location (for example, motorway tolls, any costs of maritime and/or car transporter, compensation of the driver who may be in charge of recovery, etc...) and without prejudice, in any case, to the compensation for the greatest damage; the increases provided for above will also apply in any case of return / abandonment of the rented vehicle in a place other than that of planned return without prior communication to the Lessor by the Customer.

#### **Art. 5 – Nature of the agreement and ownership of the leased asset**

It is acknowledgeable that this contract (agreement) is in the nature of a contract for the rental of driverless vehicles; the rental of the vehicle does not include, therefore, the driver and, moreover, the customer is responsible for the consumption of fuel and the collection of all consumables in general as best specified in the following article; the vehicle is supplied without antifreeze liquid and it will therefore be the customer's obligation and care to provide for it to the vehicle whenever this becomes necessary, thus not being able to demand any reimbursement of expenses or reduction of the consideration at the end of the rental, even in the case of unconsumed residue.

The Lessor is entitled to the onerous lease of the vehicle covered by this contract by the title of ownership on the same or under another legitimate title of detention or possession. The Customer takes over the vehicle and for this reason he is the custodian of the vehicle rented for all legal purposes; he undertakes legally to take custody of the same and to use for this purpose the diligence of the good father of the family, as well as the specific diligence required by the value and use of the vehicle; the Customer recognizes himself as a mere custodian and expressly acknowledges that he is not and does not become the holder of any real right on the rented vehicle and on the accessories that the vehicle is equipped with or, in any case, provided by the Lessor; the custody obligation is also extended to the keys and the possible sat-alarm system of the vehicle.

The vehicle, in the absence of prior written authorization from the Lessor, may not be granted in use to third parties in any capacity, nor may this contract be transferred in whole or in part to third parties.

## **Art. 6 – Maintenance and repair of the vehicle**

Small maintenance operations are at the responsibility and charge of the Customer (but not limited to, recoiling of oils and lubricants in general, recouping of the water of the cooling system, recouping of the window washer liquid, recouping of additives for the reduction of emissions from diesel engines, cooling and replacement of consumables in general, repair and/or replacement of tyres in the event of puncture, breakage and/or cuts, etc...) and the related materials which must comply with the relevant requirements of the manufacturer of the rented vehicle; the Customer is prohibited from making modifications and/or transformations of any kind to the vehicle, except as provided for in the case of small maintenance operations.

In case of defect or technical failure of the rented vehicle that occurred during the rental period and that exceeds the small maintenance, the Customer must immediately give an immediate notice to the Lessor, who will indicate the workshop where the vehicle must be driven by the Customer, also with the help of suitable roadside assistance, if necessary; if the fault is not repaired within 36 hours from the shelter of the vehicle at the workshop indicated by the Lessor and is such as to make the vehicle unsuitable for the agreed use, Only Sardinia S.r.l. will make available to the Customer a replacement vehicle of the same category and level as the one originally rented; in any case, the Lessor will retain the right to demand from the Customer the payment of all the fees agreed in the rental contract, remaining, however, excluding any responsibility of the same Only Sardinia S.r.l., its employees or auxiliaries, for any damages, both contractual and non-contractual, that have been derived from the Customer depending on the aforementioned defects or failures; the Lessor will also have the right to demand payment from the Customer of all the fees agreed in the contract if, during the rental relationship, the vehicle is damaged or rendered useless or in any case is affected by faults or defects of all kinds, due to the fact and fault of the same Customer or for the fact and fault of third parties to the latter, stationary, in this case, the right of the Lessor to terminate the contract pursuant to art. 1456 Civil Code and without prejudice to the right to compensation for all damages under the liability scheme described in Art. 4 above.

The Customer is prohibited from using the rented vehicle in malfunctioning conditions, to avoid possible aggravation of the fault or dangerous situations for himself, third parties, animals, or things; the Customer, as caretaker of the vehicle, is obliged to supervise and activate promptly for the verification and preservation of the good state of maintenance and operation of the vehicle.

The Customer is responsible for the correct and appropriate use of the vehicle and the control of its efficiency at all time, even after any maintenance and repair work.

## **Art. 7 – Customer obligations and responsibilities**

Without regard to the provisions of these Other General Terms and Conditions, the Customer, with the conclusion of the contract, also assumes the obligations and responsibilities referred to in this article.

The Customer is obliged to correspond to the Lessor, to the deadlines and in the manner specified in the following art. 12, all amounts that will be due under this rental agreement even if detected/found/requested by the Lessor at a time after the rental ceases; in this regard, the Customer authorizes, as of now and irrevocably, Only Sardinia S.r.l. to withdraw the aforementioned amounts directly from the credit or debit card indicated by the Customer at the time of conclusion of the contract and specified in the Rental Letter, even beyond the limits agreed by the same Customer with the issuers of the aforementioned cards; in particular, the Customer is obliged to pay and/or refund to Only Sardinia S.r.l. the following: (a) the rental fee reported in the Special Rental Conditions (so-called Basic Rate); (b) the additional fees provided for the Optional Additional Services (C,D Extras) that may be agreed, as set out in the Special Rental Conditions; (c) the additional fees for cases of late return and return of the vehicle rented in a place other than the one agreed, as provided for and regulated by Art. 4 above and for the case of return of the vehicle outside the opening hours of Only Sardinia S.r.l. referred to in art. 8.6; (d) any other sum provided for in this contract as consideration, penalty or refund, including additional sums due for the purchase of the optional clauses limiting/ exempting liability provided for in the following art. 9; (e) the amount of financial penalties for violations of the Highway Code or other applicable regulations committed during the rental period, as well as the costs incurred by Only Sardinia S.r.l. for the administrative management of the relative practice; (f) in case

of seizure or detention of the rented vehicle as a result of violations of the Highway Code or other applicable regulations committed during the rental period and attributable to the Customer, an amount equal to the daily rate purchased by the latter, for each day of seizure or detention, as provided for in art. 4 for late return; (g) any amount related to motorway tolls not paid by the Customer, as well as the costs incurred by Only Sardinia S.r.l. for the administrative management of the relative file; (h) any expenses and/or costs, including legal costs, that Only Sardinia S.r.l. would incur in order to obtain payment of the sums due in any capacity by the Customer under this rental agreement; (i) any sum that Only Sardinia S.r.l. will be required to pay and/or compensate third parties, for any reason, as a result of the use of the rented vehicle, by the Customer and/or the Additional Driver, in violation of legal rules and/or the requirements of this agreement; in case of delay by the Customer in the payment of any sum due in any capacity to the Lessor under this contract, the Customer must pay the Lessor, in addition to the sums due, interest on late payment to the extent of the legal rate in force increased by 5 percentage points, without regard to compliance with the legal limits if the permitted rate is lower than that indicated above.

The Customer also obliges:

- ⇒ to be permanently available from the telephone numbers indicated in this agreement;
- ⇒ to subscribe to the forms contained in the Rental Agreement called "Conditions of the outgoing vehicle - Check Out" and "Conditions of the vehicle on return" that will be submitted to it by the Lessor respectively at the time of delivery of the vehicle and at the time of its return;
- ⇒ to conduct the rented vehicle with the utmost diligence and in full compliance with this Rental Agreement and all the legal rules in force in the States in which the vehicle will be used;
- ⇒ not to give up, for any reason, to third parties or sub-rent to third parties the rented vehicle, equipment and any other part of it and, in any case, not to take any action and/or initiative contrary to the rights of Only Sardinia S.r.l. on the vehicle;
- ⇒ to personally and directly pay any penalty related to the use of the rented vehicle during the rental;
- ⇒ to transmit to Only Sardinia S.r.l., within 2 days from the notification, any report that should be notified by the Public Authority for violations of the Highway Code or other applicable regulations committed during the rental period; in the event of failure or late transmission of the aforementioned minutes, the Customer will be responsible for any consequent damage suffered by Only Sardinia S.r.l., directly or indirectly caused by such failure to transmit promptly;
- ⇒ not to consume and/or store food and/or beverages inside the vehicle;
- ⇒ not to smoke on board the vehicle;
- ⇒ to delete, at the end of the rental, your personal data entered in the satnav that may be present in the rented vehicle;
- ⇒ to return immediately the rented vehicle to the lessor's premises or to the other place indicated by the lessor, at his simple request, in the presence of a just cause;

The Customer also declares to acknowledge that the Lessor does not respond:

- a. defects, including hidden defects, of the vehicle and its accessories;
- b. construction defects for which the application of the discipline referred to in Legislative Decree 206/2005 on the producer's liability for damage from defective products is recalled;
- c. damage resulting from the unsuitability of the vehicle for the agreed use that is due to omitted and/or inaccurate information from the Customer.

If third parties pursue legal proceedings, seizures, or enforcement acts of any kind on the vehicle covered by this contract, the Customer undertakes:

- ⇒ to immediately inform any third party that the vehicle is the subject of a rental contract and is therefore the sole owner of the Lessor;
- ⇒ to communicate it to the Lessor in writing within 24 hours after the moment of knowledge.

In the event that the Customer should irreversibly lose, for any reason, the physical possession of the rented vehicle, including cases of theft, loss and fire, he will be required to compensate the Lessor for the value of the rented vehicle; in cases of loss, theft, fire or damage to the vehicle and/or accessories that accompany it, the Customer is obliged to give immediate news to the Lessor, as well as to report the fact to the nearest competent authorities, making the Lessor a certified copy of the complaint filed within 12 hours and in any case no later than 3 days from the event; in all the cases mentioned above,

the Customer is still required to pay to the Lessor all agreed rental fees, including additional ones for additional services and optional clauses; in the same cases mentioned above, the Lessor may replace the vehicle with another of the same category; the Customer also undertakes to immediately reimburse the Lessor for any expenses incurred by the lessor in order to recover the keys or for the production of replacement duplicates, even if this involves the complete change of the vehicle locking systems.

#### **Art. 8 – Rental Amount (C,D. Basic rate) and fees for Optional Additional Services (C,D. Extras)**

The rental fee (C.D. basic rate), as indicated and reported in the Special Rental Conditions, includes:

- the use of the rented vehicle for the period of duration provided for in the Rental Agreement, with unlimited mileage;
- full fuel at the time of delivery of the vehicle to the Customer;
- the customer's obligation to return the vehicle with full fuel;
- the CDW clause for limiting the Customer's liability in the event of damage and/or loss to the rented vehicle and/or its accessories not, due to theft, attempted theft or vandalism, as specified in the following art. 9;
- the TP clause for the limitation of the Customer's liability in cases of theft of the rented vehicle, attempted theft and vandalism and for damages and/or losses due to such facts, as specified in the following art. 9;
- VAT at 22%.

They are not included in the rental fee (C,D basic rate), as they constitute Optional Additional Services (C,D Extras) and are subject to the payment of the additional fees below, the following services:

1. the **Pieno Prima service (FPO option)** which excludes any charge for refuelling when returning the vehicle in case of return of the vehicle without the full, for prior payment, by the Customer, of an additional fee equal to the cost of the fuel tank for the rented vehicle, it being understood that the Customer will not be able to demand any refund, at the end of the rental, for any residue of unconsumed fuel: cost equal to the amount necessary for the full fuel to the rented vehicle;
2. the **One Way Rentals service that authorizes** the Customer to return the vehicle to a only Sardinia S.r.l. rental point other than the one in which the delivery of the same took place (possible only for only Sardinia S.r.l. rental points that are located in Sardinia): **cost € 125.00** (free if returned to offices in the same city);
3. the Additional **Driver option provided** for in article 2 paragraph 2 above; this option allows to legitimize the operation of the vehicle a person (specifically identified in the Special Rental Conditions) other than the Customer, in addition to the latter: **cost € 9.00 / day, for each Additional Driver;**
4. the Driver other than the Customer **option (Renter No Driver option)** provided for in article 2 paragraph 2 above; this option allows to legitimize the operation of the vehicle a person (specifically identified in the Special Rental Conditions) other than the Customer, instead of the Customer himself, who, instead, will not be able to drive the vehicle: **cost € 9.00 / day;**
5. the **Young or Senior Driver option** for the case where the Customer and/or Additional Driver is between 18 and 25 years old (Young diver) or over 75 years old (Senior driver): **cost € 18.00 / day, for each driver;**
6. delivery and **recovery services:** these are services that can be requested at the time of conclusion of the contract and subject to acceptance by Only Sardinia S.r.l. that allow the delivery and /or return of the vehicle to a place other than the rental points Only Sardinia S.r.l.: **cost € 25.00** each way, within the municipal territory of the city of location of the Sardinia Only S.r.l. rental point. and **€ 1.38/km to** be calculated compared to the nearest rental point Only Sardinia S.r.l. (minimum charge € 25.00), for deliveries or collections outside the municipal area; the above costs are intended to refer only to delivery or recovery only and are, therefore, to be applied separately and cumulatively, to both, in case the Customer requests both services.
7. the delivery and return services of the **out-of-hours vehicle** or outside the opening hours of the Only Sardinia S.r.l. rental points. as shown at the respective locations and as indicated on the Only Sardinia S.r.l. website at <http://www.only-sardinia.com/cms/dove-siamo.html>: **cost € 36.00** for

deliveries or refunds beyond the evening closing time and until **23.30 and € 150.00 for deliveries or returns from 11.31 pm until 01.00**; the above costs are intended to refer only to out-of-hours delivery or only to out-of-hours return and are, therefore, to be applied separately and cumulatively, to both, in the event that the Customer requests both services.

8. special equipment on request (subject to availability):

- **child seat** :cost € **45.00** per rental
- **snow chains**: cost € **9.00 / day** (maximum chargeable 5 days.)
- **satnav**: cost € **9.00/ day**.

In addition to the Basic Rate and any additional fees for the agreed Extras, the Lessor will charge the Customer an additional amount of € 45.00 for administrative expenses, whenever it is necessary to manage practices concerning administrative penalties, fines, refunds, payment of tolls and/or parking, except as provided for in the other items and without prejudice to compensation for any damage.

**Art. 9 – Insurance coverage R.C.A., PAI and SPAI and limitation clauses / exemption of liability**

The Customer and any other driver authorized by contract to drive the rented vehicle, are covered, within the limits provided by the applicable laws and regulations, by an insurance policy for civil liability to third parties relating to damage caused to persons, animals or property, through the management of the rented vehicle (**Policy R.C.A.** ); the Customer declares to have seen the information prospectuses containing the general and particular conditions (including deductibles, overdrafts and guaranteed ceilings) of the r.c.a. policy mentioned above, moreover available free of charge inside each rented vehicle and at the only Sardinia S.r.l. rental points on simple request; exceeding the insurance coverage ceiling, the insurance company will not reimburse any type of damage caused by the Customer who, therefore, will be required to assume all the de facto and legal consequences of his responsibilities and to keep the Lessor unscathed in relation to these consequences; in any case, the Customer undertakes to refund to Only Sardinia S.r.l. how much it, for any reason, will be obliged to pay to third parties and /or insurance companies for any payment made to third parties on behalf of Only Sardinia S.r.l., depending on events covered by r.c.a. coverage.

The Customer is wholly liable for damages and/or losses to the rented vehicle and/or its accessories, even if they result from acts of vandalism and, also, for the total or partial theft of the vehicle itself, except as specified below regarding the limitations of CDW and TP liability and the other optional clauses of limitation / exemption of liability.

With the conclusion of the contract, the Customer acquires by right the **CDW discimer** clause, additional coverage, not of an insurance nature and not linked to insurance policies, included in the rental consideration (Basic Rate), which limits the Customer's liability to the Lessor for damages and/or losses to the rented vehicle not due to theft, attempted theft or acts of vandalism, subject to the provision of a differentiated deductible in relation to the group of the rented vehicle (reported in the Rental Letter), according to the following:

<b>Groups</b>	<b>Compensation penalty in case of damage (CDW)</b>	<b>Compensation penalty for theft or vandalism (TP)</b>
A, B, BA	€ 850,00	€ 1.300,00
BS	€ 1.000,00	€ 1.500,00
C, CA	€ 1.000,00	€ 1.500,00
D, DA	€ 1.000,00	€ 1.500,00
E	€ 1.000,00	€ 1,500,00
F	€ 1.000,00	€ 1.500,00
G	€ 1.300,00	€ 1.800,00
H, HA	€ 1.800,00	€ 2.500,00
I, IA	€ 1.500,00	€ 1800,00
J, JA	€ 2.300,00	€ 3.000,00
K, KA	€ 1.800,00	€ 2.500,00
M	€ 1.800,00	€ 2.500,00
N	€ 2.500,00	€ 3.000,00
Z	€ 1.000,00	€ 2.500,00
T1, T2	€ 3.500,00	€ 3.500,00

The limitation of CDW liability does not exempt the Customer from adopting the diligence of the good father of the family in the management of the rented vehicle and in the custody of the same; for this reason, Only Sardinia S.r.l. reserves, in any case, the right to charge the Customer for damages and/or losses that have occurred also due to the customer's malicious misconduct or gross negligence.

With the conclusion of the contract, the Customer acquires by right the **TP** liability limitation clause, additional coverage, not of an insurance nature and not linked to insurance policies, included in the rental fee (Basic Rate), which limits the Customer's liability to the Lessor for cases of theft of the rented vehicle, attempted theft and acts of vandalism and for damages and/or losses due to such facts, without prejudice to the provision of a differentiated deductible in relation to the group of belonging to the rented vehicle (reported in the Rental Letter), as shown below:

<b>Groups</b>	Compensation penalty in case of damage (CDW)	Compensation penalty for theft or vandalism (TP)
A, B, BA	€ 850,00	€ 1.300,00
BS	€ 1.000,00	€ 1.500,00
C, CA	€ 1.000,00	€ 1.500,00
D, DA	€ 1.000,00	€ 1.500,00
E	€ 1.000,00	€ 1,500,00
F	€ 1.000,00	€ 1.500,00
G	€ 1.300,00	€ 1.800,00
H, HA	€ 1.800,00	€ 2.500,00
I, IA	€ 1.500,00	€ 1800,00
J, JA	€ 2.300,00	€ 3.000,00
K, KA	€ 1.800,00	€ 2.500,00
M	€ 1.800,00	€ 2.500,00
N	€ 2.500,00	€ 3.000,00
Z	€ 1.000,00	€ 2.500,00
T1, T2	€ 3.500,00	€ 3.500,00

The limitation of TP liability does not exempt the Customer from adopting the diligence of the good father of the family to prevent the theft of the rented vehicle and the vandalism to its detriment; for this reason, Only Sardinia S.r.l. reserves, in any case, the right to charge the Customer the value of the vehicle and the value of the damage and /or losses in cases of theft, attempted theft and vandalism that have also occurred due to malicious misconduct or gross negligence of the Customer.

Upon payment of an additional fee, differentiated in relation to the group belonging to the rented vehicle reported in the Rental Letter, as indicated in the relevant price book available at all only Sardinia S.r.l. rental points, the Customer may choose to subscribe to the **LEXR** liability limitation clause, optional additional coverage, not included in the rental fee (Basic Rate) and not of an insurance nature nor linked to insurance policies, which limits the Customer's liability to the Lessor for damages and/or losses to the rented vehicle and jointly for cases of theft of the rented vehicle, attempted theft and acts of vandalism, including damages and/or losses due to such facts, without prejudice to the provision of a deductible of € 300.00.

The signing of the **LEXR liability** limitation clause does not exempt the Customer from adopting the diligence of the good father of the family in the management of the damaged vehicle and in the custody of the same, nor from adopting the diligence of the good father of the family to prevent the theft of the rented vehicle and the vandalism to its detriment; for this reason, Only Sardinia S.r.l. reserves the right, in any case, to charge, at the customer's expense, all the above damages and losses, including the loss of the vehicle in the event of theft, which have occurred /and also due to the customer's malicious misconduct or gross negligence.

Upon payment of a differentiated additional fee in relation to the group belonging to the rented vehicle reported in the Rental Letter, as indicated in the relevant price list available at all only Sardinia S.r.l. rental points, the Customer may choose to subscribe to the **REXR liability limitation clause**, optional additional coverage, not included in the rental fee (Basic Rate) and not of an insurance nature or linked to insurance policies, which limits the Customer's liability to the Lessor for damages and/or losses to the rented vehicle and jointly for cases of theft of the rented vehicle, attempted theft and acts of vandalism, including damages and/or losses due to such facts, without prejudice to the provision of a deductible of € 500.00.

The signing of the **REXR** liability limitation clause does not exempt the Customer from adopting the diligence of the good father of the family in the management of the damaged vehicle and in the custody of the same, nor from adopting the diligence of the good father of the family to prevent the theft of the rented vehicle and vandalism to its detriment; for this reason, Only Sardinia S.r.l. reserves the right, in any case, to charge, at the customer's expense, all the above damages and losses, including the loss of the vehicle in the event of theft, which have occurred /and also due to the customer's malicious misconduct or gross negligence.

Upon payment of a differentiated additional fee in relation to the group belonging to the rented vehicle reported in the Rental Letter, as indicated in the relevant price book available at all only Sardinia S.r.l. rental points, the Customer may choose to subscribe to the **exr disclaimer** clause, optional additional coverage, not included in the rental fee (Basic Rate) and not having an insurance nature or linked to insurance policies, which totally exempts the Customer, therefore without any provision for deductible, from liability to the Lessor for damages and/or losses to the rented vehicle and jointly from liability for cases of theft of the rented vehicle, attempted theft and vandalism and for damages and/or losses due to such facts.

The signing of the **EXR** clause does not exempt the Customer from adopting the diligence of the good father of the family in the management of the damaged vehicle and in the custody of the same, nor from adopting the diligence of the good father of the family to prevent the theft of the rented vehicle and vandalism to its detriment; for this reason, Only Sardinia S.r.l. reserves the right, in any case, to charge, at the customer's expense, all the above damages and losses, including the loss of the vehicle in the event of theft, which have occurred /and also due to the customer's malicious misconduct or gross negligence.

The Customer may also choose to subscribe, for additional consideration, as indicated in the relevant price list available at all rental points Only Sardinia S.r.l., **the optional personal insurance PAI and SPAI** for the coverage of personal injury and death events of the driver of the rented vehicle; the Customer declares that he has seen the information prospectuses containing the general and particular conditions (including allowances, guaranteed ceilings) of the PAI and SPAI policies mentioned above, available free of charge within each rented vehicle and at the Only Sardinia S.r.l. rental points on simple request; the provision of the services related to the PAI and SPAI insurance covers is subject to compliance by the Customer with all the related requirements that are available to the Customer, so that he may be fully aware of it.

The Customer acknowledges that none of the insurance coverages (R.C.A., PAI and SPAI) and none of the clauses limiting / exempting liability provided for in this article will be operating in case of use of the vehicle rented in countries other than those in which circulation is allowed pursuant to the previous art. 2 and, in general, in the event of a violation of any of the traffic limits provided for therein: in such cases, the Customer will therefore be directly and wholly liable for any damage, loss and/or theft that may occur; in addition, the Customer is always responsible for damage caused by incorrect refueling, damage caused by vegetation, damage caused by weather events, damage to the roof of the vehicle, all damage caused to the engine, interior of the passenger compartment and the underlying part of the vehicle, as such responsibilities are not eliminated or reduced by any of the insurance clauses and covers provided for and mentioned in this article, including the EXR clause.

No clause or policy covers the loss and/or damage and/or theft of items and/or effects left in the rented vehicle during or after the rental period; Only Sardinia S.r.l. in no case can be held responsible for such events that will remain, in any case, the sole responsibility of the Customer.

## **Art. 10 – Penalties**

Subject to the provisions of the other articles of the General Rental Conditions, this driverless car rental agreement is subject to the following penalties:

- Loss of insurance card: € 150.00;
- Loss or damage of the high visibility bodice: € 20.00;
- Loss or damage of child seat: € 250.00;
- Loss or damage of snow chains: € 250.00;
- Loss or damage of car keys: from € 300.00 to € 1,500.00;
- Scratches from vegetation to the body of the vehicle: from € 300.00 to € 2,500.00;
- Need to sanitize the vehicle on return: from € 45.00 to € 500.00.

The penalties indicated above, as well as all the other penalties provided for in these General Rental Conditions, are to be understood " without prejudice to the compensation of the additional damage", also for the purposes of the provisions of art. 1382 Civil Code.

### **Art. 11 – Claims**

In the event of an accident, the Customer must behave in a way that protects the interests of the Lessor and the Insurance Company with which the r.c.a. policy has been taken out; to this end, the Customer undertakes to:

- a. give immediate news of the accident, by telephone and at the same time in writing, to the nearest rental point Only Sardinia S.r.l., also in case of minor damage, providing the data of all the vehicles involved (model, license plate and extremes of the mandatory r.c.a. policy), as well as personal and residence data and possibly the tax code of all the people involved, all within and no later than 48 hours from the accident.
- b. report the claim to the Insurance Company within 3 days of the occurrence of the same, pursuant to art. 1913 Civil Code.; failure to comply with this obligation will have, among others, the effect of making the CDW, TP, LEXR, REXR and EXR limitation/disclaimer clauses inoperative.
- c. immediately request intervention at the site of the public authority's accident whenever it is necessary to ascertain the responsibilities in the cause of the accident and, in any case, in the presence of injuries.
- d. not to accept responsibilities for which he is not certain.
- e. do not leave the vehicle unattended and without proper control for any reason.

In any case, the Customer undertakes to cooperate with the Lessor and the insurers of the latter in any investigation or legal proceedings, both judicial and out of court, related to the accident.

In addition to the Basic Tariff and any additional fees for the agreed Extras, the Lessor will charge the Customer the additional amount of € 150.00 for administrative expenses, whenever it will be necessary to manage practices concerning claims, both active and passive, in which the rented vehicle has remained involved, without prejudice to the right of the same Lessor to compensation for all damages arising from the accident and except as provided for in the other items.

### **Art. 12 – Security deposit and payments**

At the time of signing the contract, the Customer must pay, in favor of the Lessor, a sum as a non-interest-bearing security deposit for the amount indicated in the Rental Letter, to guarantee the exact fulfilment of all the obligations deriving from this contract, none excluded; at the end of the rental, the security deposit will be returned to the Customer only after Only Sardinia S.r.l. has ascertained the non-existence of damage to the rented vehicle and /or contractual violations attributable to the Customer and the timely fulfillment by the customer of all contractual obligations against him; in any case, the return of the security deposit will take place net of all sums that the Lessor will be entitled to collect and/or withhold under the contract (e.g. fees, damages, penalties, deductibles, operating costs, fines, tolls, etc.); it remains expressly specified that the Customer's responsibility for the non-fulfilment of the obligations deriving from the contract may in no case be considered limited to the amount of the security deposit, without prejudice to the lessor's right to compensation for any greater damage.

The payment of all the fees due by the Customer for the rental (basic rate, extras, fees for optional clauses limiting / exempting liability, etc.) and the payment of the above security deposit must take place in advance, at the time of signing the contract; to this end, the Customer undertakes to present, at the time of signing the contract, his credit card to the Lessor for the annotation of the details in the appropriate space of the Rental Letter; with the signing of the contract, the Customer authorizes Only Sardinia S.r.l. the immediate debiting of the above amounts and to withdraw all other amounts that will be due under this rental agreement, even if detected/ found/ requested by the Lessor at a time after the termination of the rental (e.g. fees, damages, penalties, deductibles, fuel, management costs, fines, tolls, etc.), even beyond the conventional limits agreed with the credit card companies.

### **Art. 13 - Solve et repete**

According to and for the effects referred to in art. 1462 Civ. Code, the Customer may not raise any exceptions regarding the performance of the contractual performance by the Lessor until he has punctually and fully fulfilled his obligations as nascent and deriving from this contract and its execution.

### **Art. 14 - Communications**

Any communication or request relating to this contract, even if made at a time after its termination, must be made in writing, alternately by registered letter a.r. or by Pec or fax, to the respective contact details of the parties as indicated in the Rental Letter.

For each communication by the Lessor, the Customer expressly agrees to receive it also by e-mail (uncertified e-mail) directly to his address as indicated in the Rental Letter.

### **Art. 15 - Extension of the rental**

If the Customer intends to extend the rental beyond the deadline provided for in the Special Rental Conditions, he must make a written request to the Lessor (also by pec, fax or e-mail) who will have the right to grant or not such authorization, giving notice to the Customer in the same way as above; in the event that Only Sardinia S.r.l. authorizes the extension of the rental, the contractual relationship will be understood to be subject to the same conditions already agreed for the first period of duration.

### **Art. 16 - Amendments**

Any variation or addition to these General Terms and Rental Letter will only be valid if adopted by the parties with specific written agreement.

### **Art. 17 - Express termination clause**

Without prejudice to the provisions of the individual articles of these General Contract Conditions, the parties mutually acknowledge that, pursuant to and for the purposes of art. 1456 of the Civil Code, the failure to timely fulfil one or more of the obligations agreed in the following articles constitutes grounds for immediate termination of this contract in the exclusive interest of the Lessor: art. 2, art. 4, art. 5 paragraphs 3 and 4, art. 6, art. 7, art. 11 and art. 12.

In all cases of termination of the contract provided above, Only Sardinia S.r.l. will have the right to permanently withhold the rental fees (including additional ones for additional services and the optional limitation/exemption clauses) already paid by the Customer, who, therefore, cannot claim any refund in this regard; In such cases, the further application of the penalties specifically provided for in the contract and the compensation for any further damage remains unaffected.

### **Art. 18 - Jurisdiction and competent court**

This driverless rental agreement, including the Special Conditions referred to in the Rental Letter and these General Conditions, is subject to Italian law and jurisdiction; for any dispute that may arise between the parties regarding the interpretation and/or application of this contract, the Forum of

Tempio Pausania shall be territorially competent; jurisdiction and as agreed in this Article may not be waived even for reasons of connection or continece of cases.

**Art. 19 – Interpretation of the contract**

In the event of a conflict in the interpretation of the contract between this Italian version and that of any courtesy translation, the Italian version will prevail over the others.

**Olbia, there** \_\_\_\_\_

(Customer Signature)

\_\_\_\_\_

(Additional Driver Signature / Driver Other Than Customer)

\_\_\_\_\_

Pursuant to art. 1341 and 1342 C.C., IV book, II title, II head, I section, the undersigned expressly declare that they have read and specifically approve the clauses referred to in Articles 2 (limits to circulation), 3 paragraph 2 (burden of prior verification of the vehicle conditions), 4 (return of the vehicle), 5 paragraph 1 (policy Only Sardinia Srl antifreeze liquid), 5 last paragraph (prohibition of concession in use of the vehicle and contract transfer), 6 (vehicle maintenance and repair), 7 (customer's obligations and responsibilities), 9 (RCA, PAI and SPAI insurance coverage and limitation clauses / exemption from liability with regard to cases of non-operation of the aforementioned covers and clauses), 10 (penalties), 11 letter b (hypothesis of non-operation of the limitation / exemption from liability clauses), 11 last paragraph (administrative expenses in the event of a claim), 12 (security deposit, payments and authorization credit card charges), 13 (solve et repete), 14 paragraph 2 (communications from the lessor by e-mail), 17 (express termination clause), 18 (jurisdiction and competent court); pursuant to art. 34 paragraphs 4 and 5 of Legislative Decree 6 September 2005 n. 206, the undersigned also declare, in the event that they qualify as Consumers, that the aforementioned clauses have been specifically discussed with the Lessor.

**Olbia, there** \_\_\_\_\_

(Customer Signature)

\_\_\_\_\_

(Additional Driver Signature / Driver Other Than Customer)

\_\_\_\_\_