

## **1- Delivery and return of the vehicle**

The Cinto Carlo & C. S.n.c Company (hereinafter referred to as Cintoirent), in its capacity as lessor, delivers to the lessee the vehicle best identified in the rental letter attached below; the vehicle is delivered with standard equipment, registration documents and RCA insurance coupon. The lessee undertakes to pay the agreed rental fee and is required to return the vehicle by the date and time indicated, all as reported in the rental letter. A maximum delay of 50 minutes will be tolerated after which an additional day's rental will be charged, at the rental price per single day increased by 25%. For each day of further delay the single day rate increased by 50% will be charged. Delay in return will result in the automatic illegitimacy of the lessee's possession with the possibility of Cintoirent recovering the vehicle at any time. The lessee must return the vehicle in the same conditions, with the same quantity of petrol and with the same equipment as the delivery, undertaking to compensate for any shortages and/or damages, except for normal wear and tear due to use of the vehicle. If the vehicle is returned with a smaller quantity of petrol than the delivery, the amount for the missing liters will be charged with an extra €5. In case of failure to return the keys due to theft/loss of the same, the cost of €200 will be charged. In case of failure to return the documents due to theft/loss, a penalty of €300 will be applied. In order to guarantee the timely and punctual payment of penalties and/or compensation for damages, Cintoirent is authorized to withdraw, without any prior notice, the corresponding amount to the amount due directly

## **2- Assignment and custody of the vehicle**

The lessee, after having viewed the vehicle, found it in perfect condition and deemed perfectly compliant and suitable for the agreed use, upon signing the contract automatically becomes custodian of the vehicle, assuming all legal obligations. In particular, it will be the lessee's duty to look after the vehicle with the utmost diligence. The lessee undertakes to respect the Highway Code and not to use the vehicle under the influence of alcohol, drugs and any other substance that could alter the person's physical and reaction capabilities. The vehicle cannot be used in races, competitions, competitive tests, competitions on circuits, equipped roads or routes open to the public. Otherwise Cintoirent reserves the right to terminate the rental contract upon simple request, without obligation to pay any penalty and/or compensation.

## **3-Use of the vehicle**

The vehicle can be driven exclusively by the lessee who declares to be the holder of a driving license suitable for driving the rented vehicle (in case of origin from non-EU countries he declares to be in possession of an international driving license) and to be able to use the vehicle itself, the use and maintenance manual is delivered in digital format upon express request of the lessee. It is possible to extend the possibility of driving the vehicle to an additional person upon payment of the amount of €. 10 one-off

## **4-Rates/equipment**

The lessee undertakes to pay the agreed fee, as reported in the rental letter; all vehicles are equipped with 2 helmets with balaclava, mechanical anti-theft device, RCA policy,

registration document and 100km of daily travel, beyond which an amount of € will be charged. 0.15 per km travelled. The lessee undertakes to use the helmets supplied in full and complete compliance with the current C.d.S.

### **5-Insurance coverage**

The rented vehicle is covered by RCA insurance with a maximum limit of € 7,290,000.00 for damages to third parties, theft guarantee with a minimum overdraft of € 800.00 or 15% of the value of the vehicle and Kasko coverage with a minimum overdraft of € 900.00 or 20% of the value of the vehicle. The renter has the possibility of halving the deductibles upon payment of an additional amount of 20% of the rental amount. In the event of an accident and/or theft, the payment of the deductibles remains the sole responsibility of the tenant.

### **6-Customer's liability for damages**

The customer undertakes to return the motor vehicle and its equipment in the same delivery conditions, and therefore also undertakes to make up for any shortages and compensate for all damage caused, except for normal wear and tear. In particular, the customer assumes the obligation to compensate for damages resulting from refueling with fuel other than that foreseen for the rented motor vehicle and damages resulting from repairs carried out or ordered to be carried out directly by the customer without the written consent of LGR, or deriving from the circulation of the motor vehicle despite the presence of reported faults without the timely return of the same. In the event of tire punctures, the customer is required to replace the damaged tires at his expense. The return of the vehicle with repaired tires is not permitted. In the event that damage of any kind is found on the motor vehicle, LGR is hereby authorized to withdraw without notice the amount corresponding to the amount due on the customer's credit card. In the event of post-rental sanctions being imposed by traffic police and/or law enforcement, LGR is now authorized to withdraw without notice the amount corresponding to the amount due on the customer's credit card.

### **7-Accident/theft**

In the event of an accident/theft, the tenant has the obligation to inform Cintoirent by telephone no later than 1 hour from the event and/or its discovery. The tenant is also obliged to immediately report the fact to the public security authorities, requesting their intervention at the site of the accident/theft and the recording of the incident, taking action to reconstruct the dynamics of the accident, if necessary by collecting the data of the witnesses of the subjects and vehicles involved. Both in the event of an accident or theft, a copy of the report drawn up by the public authorities must be delivered to Cintoirent. Without returning the keys, the theft insurance coverage lapses, with the tenant remaining responsible for any failure to return the vehicle. In the event of an accident with liability, an extra excess of €200 will be applied.

### **8-Faults of the vehicle**

in the event of a breakdown of the rented vehicle, the renter undertakes to immediately contact Cintoirent at the telephone number indicated in the rental letter in order to report the fact and agree on the times and methods of recovery of the vehicle, the driver and any

person transported; If Cintoirent cannot directly guarantee the recovery of the vehicle, the lessee will have to contact the tow truck affiliated with the RCA policy supplied, encouraging the transfer of the vehicle to the nearest authorized workshop. The return to La Spezia of the tenant and any transported person must take place exclusively through the use of public transport excluding taxis. Any different return method must be previously agreed with Cintoirent under penalty of non-reimbursement of expenses incurred.

### **9-Pecuniary obligations**

all pecuniary obligations deriving directly or indirectly from the rental contract, be they administrative sanctions, tolls, parking costs, etc., remain the sole responsibility of the lessee who hereby assumes total and exclusive responsibility before all the competent authorities administrative and/or judicial authorities. In order to guarantee the timely and punctual payment of these financial obligations, Cintoirent is authorized to withdraw, without prior notice, the amount corresponding to the amount due directly from the tenant's credit card.

### **10-Rental letter**

the lessee declares to have received and signed together with this contract the rental letter which reports the rental fees, times and methods of delivery and return of the vehicle, as well as the double "check" box indicating the status and conditions of the vehicle upon delivery and return of the same.

### **11-Jurisdiction**

The Court of La Spezia will be competent to resolve all disputes relating to the interpretation and application of this contract. In case of conflict with the interpretation of the contract in English, the Italian version will prevail

### **12-Privacy**

The lessee declares to have received the information pursuant to art. 13 of Legislative Decree 196/03 and freely expresses consent to the processing and communication of his data to the subjects and in relation to the purposes identified in the information.