

Terms and Conditions are subject to change without notice.

The terms and conditions agreed upon with affiliated clients may differ from the general terms and conditions published.

Last Update: 07.11.2023.

According to these Terms and Conditions, "Lessor" refers to the entity providing the vehicle rental service, "Customer" refers to both the company and individuals identified as drivers of the vehicle within the Rental Agreement, "Vehicle" refers to the vehicle specified in the Rental Agreement, and "Rental Agreement" refers to the contract signed by the Customer containing these terms and conditions.

The rental of vehicles by the company Edilfar Rent s.r.l at all its locations (hereinafter referred to as Lessor) is governed by these general rental conditions, the rental letter, and the price list in effect at the time of Customer signing, who declares to have read, accepted the conditions, and specifically approved the articles.

General Requirements for Vehicle Rental and Driving:

The Customer and any authorized driver of the rented vehicle must comply with the identification and qualification formalities required by the Lessor. In particular, each driver undertakes to present an original valid identification document (identity card or passport), driving license, and tax code (health card), allowing the Lessor to make copies. They also commit to providing truthful information about their personal details, age, residential and/or domicile address, email address, telephone number (home and/or office, and mobile).

Requirements for the lessee include:

- **Age:** The minimum age for renting a vehicle is 21 years with a license obtained for at least one year for Economy car rentals; minimum age of 25 years with a license obtained for at least two years for other car groups and commercial vehicles. For drivers aged between 21 and 24 years, rental is allowed with an additional "young driver" surcharge, as indicated in the tariff (<https://www.edilfarrent.it/tariffario.pdf>).
- **Valid Italian or international driving license and readable identification document (identity card and/or passport).** The license must be written in legible characters and, for non-EU citizens, must be accompanied by the international driving permit or equivalent documentation valid in Italy, as required by current regulations. If the Customer is unable to produce the necessary documentation, the Lessor reserves the right to refuse rental.
- **Ownership and possession of a traditional financial credit card with embossed numbers.** Checks, prepaid cards, debit cards, revolving cards, postpay, and similar cards are not accepted. For rentals of specific vehicle groups, possession of two credit cards or a qualified credit card may be required.

2) Vehicle:

The vehicle will be delivered to the Customer with third-party liability insurance coverage (as further specified in point 4 below) and the necessary documents for circulation. The vehicle can only be driven by the individual who has signed the Rental Agreement and any additional drivers indicated in the Rental Agreement. The Terms and Conditions also apply to additional drivers listed in the Rental Agreement. The Customer agrees to provide additional drivers with the Terms and Conditions. The Customer and additional drivers are jointly responsible to the Lessor for all obligations arising from the Rental Agreement. The Customer acknowledges and accepts that the Vehicle is or will be equipped with a black box device (or similar) for its protection.

3) Payment Methods and Terms:

The rental price (in addition to any agreed-upon supplementary charges, such as civil liability waivers, delivery fees, etc.) must be paid in full at the time of vehicle pickup, based on the agreed rental duration. There are no refunds for delayed pickup or early return of the vehicle. Payment can be made with major financial credit cards, subject to authorization from the issuing institution, or in cash (within the limits set by current regulations) or debit card. At the time of signing the rental agreement, the Customer, as the contract holder, will be asked to provide one or two credit cards as a guarantee for any additional costs that may arise from the rental. The Customer will also be required to provide a security deposit on their credit card, the amount of which is at the Lessor's discretion. The credit cards used must be valid for at least three weeks after the scheduled return date of the vehicle.

4) Insurance Coverage:

All vehicles are covered by third-party liability insurance (RCA - responsabilità civile verso terzi) for damages resulting from the use of the vehicle by the Customer or authorized drivers to persons, property (excluding transported items), and animals. The liability insurance does not cover: damages to the vehicle up to the deductible amount (maximum amount chargeable per event as specified in the tariff), theft of the customer's personal belongings, theft of the vehicle up to the deductible amount (maximum amount chargeable per event as specified in the tariff), damages and/or theft to tires and glass, damages to the interior of the vehicle, damages to the roof of the vehicle. The Customer has the option to conventionally reduce their liability for damages or theft, or eliminate the deductibles. These limitations on the theft deductible (TP) and the damage deductible (CDW), or the elimination of both (Super Cover Protection and Super Cover Protection Full Coverage), are in any case non-insurance liability limitation agreements aimed at reducing or excluding the compensation due by the Customer, except in cases of fraud or gross negligence. The additional cost to cancel the Customer's liability in case of loss or damage to the rented vehicle may vary depending on the type of vehicle and is charged per rental day, as per the tariff.

If this option is declined, the Customer's liability in case of theft or damage to the rented vehicle will be equal to the deductible value per event, as specified in the tariff. It is not allowed to change the insurance coverage conditions once the rental has started without creating a new contract. The services of SCDW, STP (limitation and/or reduction of liability for damages or theft), SCP (Super Cover Protection - elimination of theft and damage liability excluding glass, tires, and/or rims), and SCP Full Coverage (Super Cover Protection Full Coverage – elimination of theft and damage liability including glass, tires, and/or rims) do not apply if the driver's behavior is not diligent

according to Art. 1176 of the Civil Code, and in any case, the driver cannot claim any limitation of liability in case of negligence, fraud, or gross negligence according to Art. 1229 of the Civil Code.

In these cases, the Customer is fully responsible for reimbursing the cost of the vehicle, subject to exchange of documentation between the parties regarding the event. Any limitation or exclusion of liability is not effective or lapses for damages caused intentionally or due to neglect, as well as for damages to the interior of the vehicle, damages caused to the roof and the framework of vans, damages caused without evaluating the height of the vehicle and protruding or overhanging objects on the roof, damages caused to the clutch kit, damages caused by engine overspeed, as well as damages caused by non-compliance with the provisions regarding the "conditions of vehicle use" as per Article 5 of these general conditions.

Driver's Responsibilities. Vehicle Usage Conditions:

The Customer agrees to handle and use the vehicle with the utmost care and diligence, respecting the intended purpose and characteristics of the vehicle as indicated in the registration document and within the limits imposed by the law.

The Customer also commits to:

- a. Not drive the vehicle outside the Italian territory unless expressly authorized by the Lessor and upon payment of the "Cross Border" service, as per the tariff. In case of transit in countries where the Customer committed not to circulate the vehicle, insurance coverage and agreements limiting and excluding their liability will no longer be effective, and any costs the Lessor incurs due to the failure to meet the commitment will be solely the responsibility of the Customer, who must indemnify the Lessor. The Customer will also be required to pay a penalty amount as per the tariff (Border Crossing Penalty).
- b. Not sublease or rent the vehicle to others, even with a driver. Do not entrust the vehicle to individuals not specified in the rental agreement or to individuals lacking the necessary driving authorization and/or not meeting the requirements stipulated in the contractual documentation.
- c. Not use the vehicle, even through third parties, for the transportation, for compensation, of persons or third parties.
- d. Not use the vehicle for races, tests, competitions, on unpaved roads or roads unsuitable for the vehicle and not intended for motor vehicle traffic, for driving school purposes, for towing or pushing other vehicles, and, in general, for any illegal activity.
- e. Not use the vehicle in a manner that is overloaded or transports a number of passengers or items exceeding its homologated capacity; do not modify or alter the vehicle in any way.
- f. Not perform any repair work on the rented vehicle without the written consent of the Lessor.
- g. Not drive the vehicle under the influence of drugs, narcotics, alcohol, or other substances capable of impairing or altering the ability to understand and want.

h. Diligently maintain the vehicle, ensuring that tire pressure, oil level, battery fluid level, windshield washer fluid level, coolant level, AdBlue additive level (where applicable for diesel engines), are properly maintained during the rental. Refuel the vehicle using the correct type of fuel, otherwise, the Customer is responsible for the damage to the vehicle and the costs associated with its overall restoration.

i. Immediately inform the Lessor of any vehicle breakdown, stopping its circulation, and following the Lessor's instructions regarding the possible replacement or return of the vehicle. In the event of a breakdown, the customer is required to contact the assistance service at the numbers 008002777777 (for Smart cars), 800531929 (for Mercedes-Benz cars), and 800688351 (for Toyota cars). In any case, the vehicle cannot be used in the event of mechanical, electrical, or structural failures or damages that may result in further harm.

j. Ensure that the vehicle is always locked when left unattended and take all suitable measures to prevent the loss or damage of the vehicle itself or its tires, equipment, accessories, devices, or objects in general.

It is expressly prohibited to smoke inside any vehicle rented from the Lessor. If this provision is not respected during the rental, the Customer will be required to pay a penalty amount as per the tariff (Smoking Penalty).

Any unauthorized or unlawful use of the vehicle as per the contract and/or the law obliges the Customer to compensate for the resulting damages, possibly even jointly with any other driver, and leads to the nullification of any liability limitations. The Lessor reserves the right to repossess the vehicle at any place and time in case of violation of the rules of this article.

6) Vehicle Pickup and Return:

The Customer takes possession of the vehicle at the time of signing the rental agreement and is obligated to promptly report any visible damages and anomalies both externally and internally that were not noted on the rental agreement. In the absence of such reporting, the vehicle is presumed to be received by the Customer in perfect condition, or in conditions as per the documentation signed by the Customer.

The Customer commits to returning the vehicle in the same condition, except for normal wear related to the kilometers traveled, with tires, equipment, and the entire supplied equipment, and, in general, agrees to return it free of any goods or belongings, with the relevant documents, within the specified time and location in the rental agreement. A rental day is considered to be 24 hours from the delivery time; after 59 minutes beyond the set time for vehicle return, an additional rental day will be charged. It is understood that if the return of the vehicle and its keys has been authorized by Edilfar Rent s.r.l. beyond the office closing hours, the rental will end on the date/time of the office's reopening, with the Customer remaining responsible for any damages found on the vehicle. The Customer agrees to return the vehicle promptly and in any case within 7 days if required for reasons related to recall campaigns, scheduled maintenance, administrative needs of Edilfar Rent s.r.l., or the lapse of lessee requirements, including the return of the security deposit. Failure to return the vehicle will result in the Customer being charged for the proven economic damages suffered by the lessor company.

The rental service ends on the expected return date indicated in the rental agreement and only at the time of the actual return of the vehicle and keys. The extension of the rental is allowed only with the formal authorization of the company Edilfar Rent s.r.l., with a written request sent by the Customer at least 24 hours before the established return date. In case of rental extension without authorization, the extra days will be billed at the highest standard daily rate from the current price lists. At the time of return, the Customer is responsible for jointly verifying with the lessor company's staff the condition of the vehicle, confirming and signing any discrepancies from what was indicated in the rental agreement at the beginning of the rental.

In case of non-joint verification, the Customer authorizes the Lessor to charge the cost of any damages found on the vehicle. In the event that, at the time of return, the vehicle is very dirty or, for other reasons, it is not possible to check for any damages, the rental contract will be closed "with reserve." This implies that the procedure for assessing damages to the vehicle will take place immediately after the car is washed, and the Customer will be promptly informed of the results.

At the end of the rental period, except in cases where the Customer has purchased the Early Full option, the vehicle must be returned with the same level of fuel and/or charge as at the time of pickup; otherwise, for thermal/hybrid vehicles, the Customer will be charged for the refueling service (so-called refueling) in addition to the cost of the missing liters of fuel as per the tariff, while for full electric vehicles, the customer will be charged for the missing charge. The price of fuel and energy is that published at the time of vehicle return with reference to the latest available update, i.e.: Petrol: Euro 2.1 per liter | Diesel: Euro 2.0 per liter | Electric Energy: Euro 1.3 per kWh (vehicles with charging <50 kW) - Euro 1.5 per kWh (vehicles with charging >50 kW).

Prepayment Option allows the Customer to purchase a full tank of fuel in advance at the average market price, so they don't have to refuel before returning the vehicle. With Prepayment, there is no refund for any unused fuel.

In case of non-return of the vehicle keys, regardless of the cause, and even if the vehicle has been returned, the Customer is obliged to pay the amount due as indicated in the price list. In case of loss and/or damage to the license plate, registration card, insurance certificate/sticker, regardless of the cause, and even if the vehicle has been returned, the Customer is obliged to pay the amount due as indicated in the price list.

In all cases of theft, total or partial, the Customer is obliged to immediately report a regular complaint to the competent authorities, delivering the original in duplicate within 48 hours, along with the vehicle keys, to one of the Edilfar Rent s.r.l. offices, actively collaborating with the company in managing the judicial process. Edilfar Rent s.r.l. is exempt from any liability if personal belongings are left by the lessee inside the rented vehicle, both during the rental period and upon return.

In the event of an accident suffered or caused by the rented vehicle, even if the vehicle does not suffer damage, it is the Customer's obligation to report it to one of the Lessor's offices within 24 hours of the event, preparing and sending the CAI model; otherwise, any liability limitation signed by the Customer will be ineffective. The Customer is also responsible for the damage suffered by

the Lessor due to the omitted or delayed communication and undertakes to pay a penalty starting from €500.00 up to €2,000.00. In the case of a caused accident, the Customer is also required to pay a penalty of €300.00 even if the vehicle does not suffer damage. At the time of the accident, the Customer must take action to obtain the necessary evidence for a correct identification of responsibility. To do this, the Customer must: a) request the intervention and documentation of the incident by the Traffic Police, Carabinieri, or Municipal Police; b) collect the names and addresses of present witnesses; c) if requested, even subsequently, cooperate with the Lessor in managing the causes arising from the accident.

Any claim or complaint that the Customer believes they must make against the Lessor in relation to the rental must reach the Lessor within the non-negotiable deadline of 10 working days, starting from the date of return of the vehicle and/or the closing of the rental letter.

7)Charges:

The Customer agrees to pay the Lessor:

- the rental fee, including the rate for the type of vehicle, duration of vehicle use until its return, extra mileage driven or "unlimited mileage" rate, pact limiting liability for damages suffered and theft of the vehicle, any extras (e.g. home delivery/pickup, chains, refueling service, etc.), administrative cost of each invoice, VAT;
- reimbursement of expenses incurred for the recovery of the vehicle not returned to the agreed-upon location for any reason;
- the amount of pecuniary fines charged to the Customer and/or Lessor for violations of the Highway Code or other applicable regulations, committed during the rental, and the related administrative activity of communication to the competent authorities;
- any other sum due based on the provisions of the rental letter (including, by way of example and not exhaustively, refueling service, missing fuel, second driver, possible home delivery/pickup, extra rental days, out-of-hours service, various supplements).

The Customer, holder of a financial credit card, authorizes the Lessor to charge on the payment method specified at the signing of the rental contract, or as specified in the contract, or provided subsequently, or otherwise indicated, all charges due as part of the rental agreement. This includes not only those specified in the rental agreement but also those necessary for the recovery of any type of credit claimed by the Lessor against the Customer in relation to the rental agreement. If the credit card is provided by a party other than the Customer, with the Lessor's authorization, the credit card holder and the Customer are jointly responsible for all obligations arising from the Rental Agreement.

Regarding the Downgrade and Upgrade conditions:

Downgrade:

If the Lessor provides the Customer with a vehicle of a lower category than the one originally rented, the Customer will be charged the rate of the provided vehicle for the entire rental period in which the vehicle was actually used. "Vehicles of a lower category" refer to vehicles with a lower rate than the originally rented one.

Upgrade:

If the Lessor provides the Customer with vehicles of a higher category than the one booked or already in use, the Customer will be charged the rate of the lower category vehicle for the first 15

days. This option can be revoked at any time upon the Lessor's request with a 48-hour notice. At the end of the 15 days, or if the higher category vehicle is not returned within 48 hours of the revocation request, the Lessor will retroactively apply the rate of the vehicle in use for the entire rental period. "Vehicles of a higher category" refer to vehicles with a higher rate than the one booked or already in use. The 15-day period is calculated based on the total number of days, even non-consecutive and related to multiple vehicles, in which the Customer has actually used higher category vehicles.

8) Winter Equipment

In some locations and on certain roads and highways in Italy, from November 15th to April 15th, there may be an obligation to drive with winter tires or carry snow chains on board. The Customer is informed by the company Edilfar Rent about the personal risks and potential sanctions in case of violation of this obligation, considering both their safety and legal consequences. Edilfar Rent vehicles are equipped with snow chains only upon request and for an additional fee compared to the rental cost. It is at the Customer's discretion to request this accessory during the booking phase or, if available, at the pickup of the rented vehicle. Edilfar Rent equips some vehicles in its fleet with winter tires. Booking these vehicles with winter tires is only possible during certain periods of the year and is subject to availability. Failure to comply with ordinances on the use of winter equipment renders any liability limitations/exclusions subscribed to ineffective.

9) Services and Accessories

The complete list of services, accessories, and supplements, available upon request and subject to availability, is included in the rate card (<https://www.edilfarrent.it/tariffario.pdf>).

10) Express Termination Clause

The violation of even a single provision of articles 1, 3, 5, 6, 7 will authorize the Lessor to terminate the contract pursuant to Article 1456 of the Civil Code and to request compensation for damages.

11) Competent Court

The rental relationship is governed by Italian law. For any dispute arising from the relationships regulated by the rental contract, the exclusive jurisdiction is that of the legal seat or residence of the Lessor.

12) Translation

In case of a conflict between this version and the simultaneous English version, the Italian version shall prevail, with English being a mere translation.