

GENERAL RENTAL CONDITIONS

1. DELIVERY OF VEHICLE

Locauto Rent (hereinafter referred to as the "Lessor") shall deliver to the Lessee (hereinafter referred to as the "Customer") the motor vehicle specified in the rental agreement. If not expressly and otherwise specified in the rental agreement, the vehicle is delivered with the tank full of fuel and must be returned at the end of the rental with the same quantity of fuel. In the event the Customer has purchased the Prepaid Fuel service, they may return the vehicle with any level of fuel; the fuel not consumed will not be reimbursed. The vehicle is equipped with the accessories indicated in the rental agreement and related documents, including the insurance certificate. At the time of delivery of the vehicle, the Customer is required to verify the condition of the vehicle jointly with the personnel of the rental office, and is required to promptly point out any damage and anomalies visible on the outside or inside of the same that are not indicated on the forms ("Initial Vehicle Inspection Form"). This obligation exists even if the Customer uses modes of access to the service that are digital and/or not assisted by the rental office personnel. By signing the "State of vehicle at start of rental" form, the Customer acknowledges receipt of the vehicle in perfect order and however in conditions complying with those indicated on the forms signed and accepted by them. Upon return of the vehicle, the Customer is required to verify the state of the vehicle jointly with the rental office personnel. This obligation exists even if the Customer uses digital or unassisted modes of access to the service. If the Customer fails to do so, they acknowledge the correctness and validity of the observations made by the rental office personnel. By signing the rental agreement the Customer states that they have read and received the explanations requested, and thus that they are familiar with and accept these General Rental Conditions.

2. INSURANCE POLICY AND INJURY PROTECTION

The Lessor warrants that a TPL insurance policy has been taken out with a single limit of liability exceeding the limits set by law. The insurance policy does not cover damages suffered by the driver or that are the driver's fault, as specified in the policy, whose clauses and conditions in relation to this article can be consulted in extract form on the Lessor's site www.locauto-rent.com and are also available, upon request from the Customer, in paper form at each of the Lessor's rental offices. By signing the contract, the Customer states that they are familiar with, accept and undertake to respect the cited clauses and conditions. Upon request from the Customer, the Lessor is available to provide an additional Injury Protection service ("PAI") that also covers damages suffered directly by the driver, within the limits and conditions consultable in extract form on the Lessor's site www.locauto-rent.com and available, on request from the Customer, in paper form at each of the Lessor's rental offices. By signing the agreement, the Customer states that they have read, become familiar with, accepted and undertake to respect those limits and conditions. That additional service also eliminates liability for damages to the interior of the vehicle caused by and/or linked to the accident suffered by the driver.

3. REPAIR COSTS SUSTAINED BY THE CUSTOMER

The Lessor is required to reimburse the Customer for the sums spent for repairs due to malfunctions of the vehicle, provided that they have taken place in Italy, and resulting from an invoice regularly registered to the Lessor and in any event authorized in advance in writing by the Lessor.

4. FEES DUE TO THE LESSOR

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

a) the security deposit, based on the category of the rented vehicle, in the amount indicated by the Special Rental Conditions consultable on the Lessor's site www.locauto-rent.com and indicated on the rental agreement. In the event of use of digital or unassisted modes of access, the Customer acknowledges and accepts that the payment of the security deposit through the digital tools prepared by the Lessor is an essential obligation for the provision of the service and that breach of the same shall entail the impossibility to pick up the vehicle, the annulment of the reservation and the charge of the relative penalties foreseen by the Special Rental Conditions.

b) the rate set in the rental agreement and the price for the additional services requested by the Customer upon signing the rental agreement, if not prepaid, as always indicated in the agreement itself;

Upon return of the vehicle, the Customer undertakes to pay the Lessor:

c) the amount necessary to restore the original level of fuel plus the supplement for the relative refueling service, unless the Customer has purchased the Prepaid Fuel service;

d) in the event of damages or total or partial theft, or attempted theft, the relative deductibles and penalties;

e) any extra days of rental;

f) in the event of trips exceeding the number of kilometers included in the agreed-upon rate, the amount per kilometer indicated in the rental agreement and the Special Rental Conditions;

- g) the potential supplement for return to a station other than the initial one (one-way trip);
- h) roadside assistance;
- i) the penalties foreseen in the Special Rental Conditions, if applicable, and the sums relating to any other services used by the Customer.

Return must take place by the date and time indicated in the rental agreement. In the event of late return, the "Drop-off Tolerance" indicated in the Special Rental Conditions shall apply. Return exceeding the "Drop-off Tolerance" indicated in the Special Rental Conditions shall entail the charging of an additional rental day at the rate paid per single day, increased by 50%. For late returns exceeding 24 hours, the Customer shall be charged an amount for each day or part of day equal to the rate paid per single day, increased by 100%.

After the return of the vehicle, the Customer undertakes to pay the Lessor:

- l) the amount corresponding to all of the tickets received, highway tolls and parking fees not paid during the rental period;
- m) the penalties foreseen by the Special Conditions;
- n) the sums relating to any other services used by the Customer.

The Customer and the Co-obligor (the Co-obligor is the person who signs the contract as jointly and severally liable for the same) who use a credit card for payment of the fees, accept that all of the charges mentioned above, as well as those indicated in the rest of these General Rental Conditions, will be made on the credit card indicated in the rental agreement. A Customer who as of signing the rental agreement presents a prepaid voucher issued by a person or entity other than the Lessor shall however remain jointly and severally liable with the issuer in the event the amount due is not paid by the issuer of the voucher. The Customer is always and however obliged to make payment of the extras described in the rental agreement.

5. AUTHORIZATION OF CHARGES

The Customer and the Co-obligor authorize:

- a) charges to the credit card associated with/registered in the rental agreement of all of the amounts that are directly or indirectly due by virtue of the rental, including after invoicing of the price for the same;
- b) in the event of prepaid rental, the charges for extras used, i.e. additional services not included in the amount of the prepaid rental.

6. PROPERTY RIGHTS TO THE VEHICLE

The Customer acknowledges that they have no property rights in relation to the rented vehicle and the accessories supplied, and therefore may not dispose of the same in any way, including by way of pledge.

7. CUSTOMER'S OBLIGATIONS IN DRIVING THE VEHICLE

The Customer undertakes to drive or use the vehicle with the diligence of a prudent person. Without prejudice to proof pursuant to Art. 1588 Civil Code, the violation of the rules of the Highway Code and/or behavior deviating from or contrary to the diligence of a prudent person shall result in the Customer being charged for any damages caused to the rented vehicle.

The Customer in any event acknowledges full liability for damage suffered by the Lessor as a result of the following circumstances:

- a) circulation in a country not part of the European Union (it is however permitted to drive the vehicle in the following non-EU countries: Norway, Switzerland and the United Kingdom);
- b) for-hire passenger transport;
- c) sub-rental;
- d) pushing or towing trailers or other vehicles;
- e) driving under the influence of drugs, narcotics, alcohol or toxic substances or other substances that can diminish a human being's faculties;
- f) participation in races, trials on tracks and/or competitions of any kind;
- g) driving for purposes that are illegal or contrary to applicable laws and in any event in violation of current laws and the Highway Code of the country where the vehicle is driven;
- h) driving on rough, unpaved or non-public roads or "off-road";
- i) driving by a person who acts in violation of applicable laws and regulations;
- j) driving by a person not indicated on the rental agreement;
- k) expatriation of the vehicle through export;
- l) driving lessons or exercises;
- m) driving by a person who has provided the Lessor false information concerning their age, name or address;
- n) driving by a person who does not meet the age requirements relating to the category of the vehicle rented, indicated in the Special Rental Conditions;
- o) driving by a person lacking a valid driver's license in the country in which the vehicle is driven;

- p) violation of the prohibition on smoking inside the vehicle;
- q) incorrect or contaminated refueling;
- r) damage caused voluntarily or due to negligence;
- s) damage caused by failure to assess the height of the vehicle or the objects projecting from or located above the roof;
- t) damage caused in violation of the indications regarding size and/or danger in both public and private spaces;
- u) damage caused to the clutch kit or by engine over-revving;
- v) damage caused to the roof and underbody of commercial vehicles;
- z) damage caused to the load compartment of commercial vehicles and, in the event that the Customer has not purchased the "SecurLoad" service, to the load compartment panels.

In the event of seizure or administrative detention of the vehicle, the Customer is obliged to pay the Lessor, in addition to the agreed-upon rental fee, an amount equal to the single day rate increased by 50% until the day the authority releases the vehicle to the Lessor.

8. CUSTOMER'S ADDITIONAL OBLIGATIONS

The Customer undertakes to:

- a) provide correct information on their particulars, age, residence address, and possession of legal requirements allowing them to drive; the Customer also undertakes to provide the Lessor their telephone number and electronic mail address in order to ensure that the Lessor can contact them for the purposes foreseen by this contract;
- b) drive the vehicle and preserve it together with the accessories supplied, diligently and in respect for all provisions of law;
- c) ensure that ordinary maintenance is performed on the vehicle and perform checks and any adjustments of the levels of all lubricants, the brake oil and check the tire pressure;
- d) in case of violation of the Highway Code or other administrative sanction (including failure to pay tolls and/or parking) to pay any fine on the rented vehicle and reimburse the Lessor for any third-party charges; furthermore, to pay to the Lessor the penalty indicated in the Special Rental Conditions; this penalty will be refunded to the Customer upon demonstration that the penalty has been cancelled the penalty amount does not include the amount of the fine and any increase applied by the competent administrations;
- e) indemnify the Lessor from any claim brought by third parties for damages caused to transported goods owned by the same or that in any case are located in the rented vehicle;
- f) verify and sign, at the moment of return of the vehicle, the "Final Vehicle Inspection" form indicating the condition of the vehicle at that time; failure to sign the "Final Vehicle Inspection" form will prevent the Customer from subsequently challenging any damages charged;
- g) sign the specific form in which they expressly state that they have not suffered or caused any accidents, even minor ones, in order to allow the Lessor to protect its rights against fraud or unjustified requests;
- h) return the vehicle to the same place and by the date and time indicated in the rental agreement, with the same accessories present at the moment of delivery and in the same condition as it was received;
- i) pay a supplement in the case of a "one-way trip", should the vehicle be returned to a station other than the point of departure;
- l) return the vehicle as soon as the Lessor so requests; in the event of failure to return the vehicle, the Lessor shall have the right to take possession of the vehicle by any means, including against the Customer's will and entirely at the expense of the same;
- m) in case of rental with an effective duration exceeding 30 days, during which the Customer has continuous and exclusive availability of the rented vehicle, the Customer himself is required to update the national vehicle register referred to in the articles 94, paragraph 4 bis, of the Highway Code and 237 bis of DPR 495/1992, bearing any costs and charges. At the request of the Lessor, the Customer must provide a copy of the documentation proving the fulfillment of the aforementioned obligation. In the event of failure to comply with the aforementioned provisions, the Customer indemnifies the Lessor from any prejudicial consequences, obliging himself, in the event of proven failure to comply, to pay the Lessor the relevant penalty provided for in the Special Conditions;
- n) in the event of possession of a driving license with requirements or limitations, the Customer undertakes to use the rented vehicle in compliance with the requirements and limits of his driving license; in case of use that does not comply with these provisions and limits, the Customer assumes all responsibilities connected and consequent to the use of the rented vehicle and undertakes to hold the Lessor harmless and indemnified in relation to any compensation from the latter's insurance.

The Customer acknowledges that the rental starts on the date and time of delivery of the vehicle and its keys by the Lessor and ends on the date and time of actual return of the same to the Lessor's personnel. In the event of return during the closing hours of the offices and/or in the event that the Customer leaves the vehicle's keys in the key box, the rental shall end on the date and time of subsequent re-opening of the rental office. Together with the keys, the Customer must place in the box a signed statement indicating the place and time of return, the kilometers travelled, the

fuel level and any damage caused to the vehicle. The Customer is liable for any and all damages detected on the vehicle at the time the rental office re-opens that have not been reported, and is also liable for the removal in any manner by third parties of the vehicle or parts of the vehicle (windshield wipers, radio antennas, lighters, etc.) or the keys placed in the key box.

9. CUSTOMER'S ADDITIONAL OBLIGATIONS IN CASE OF USE OF THE ELEFAST SERVICE

In the case of use of the Elefast service, the Customer undertakes to return the vehicle to one of the rental offices offering the Elefast service, the list of which can be consulted on the Lessor's web site or app. Return of the vehicle to a station lacking the Elefast service or to another unauthorized location shall be considered the same as abandonment of the vehicle. In those circumstances, the Customer must pay the Lessor the expenses for recovery of the vehicle, in addition to the costs relating to the days of stoppage and lack of use, calculated as specified in the General Rental Conditions. At the moment of return, the Customer must park the vehicle in one of the marked spaces of the Lessor's rental office. The return procedure and subsequent closing of the rental agreement shall be considered correctly performed only if the Customer complies with the obligations set forth below, to be carried out through the digital instruments offered for that purpose:

- a) view and accept the calculation of the total due to the Lessor, that could include costs initially not foreseen by the rental agreement, attributable to different decisions by the Customer, which costs are indicated in the Special Rental Conditions;
- b) determine the conditions of the vehicle, communicating the presence of any new damage occurring during the rental; should the damage have been caused by an accident with a counterparty, the Customer undertakes to leave a copy of the Accident Report Form (CAI) on the seat of the vehicle or in the key box; in the absence of that form, the Customer undertakes to send using the instruments indicated by the App, within 24 hours of return of the vehicle, a declaration to the Lessor with an accurate description of the places and circumstances that caused the accident and the harm to the vehicle, complete with all information that allows for tracing any third parties involved; failure to comply with this obligation shall mean that the Customer shall always be considered liable in full for the amount of damage caused to the Lessor;
- c) ensure that the parking brake is activated, that all of the windows and doors are completely locked, and that all of the lights are off;
- d) retrieve and take all of their personal objects; the Lessor may not be considered liable for failure to retrieve those objects after the closure of the rental agreement, nor for the removal of the same by third parties through forcing of the vehicle;
- e) place the keys in the pocket of the driver's side front door and lock the doors using the specific command present in the App.

In the case of partial or total failure to observe the procedures for closing the rental agreement as set forth above, the agreement shall be considered closed only at the time of subsequent acceptance of the vehicle by the personnel of the rental office. When this happens, the Customer authorizes the personnel of the Locauto office to perform the above operations on their behalf. In the event of failure to lock the doors and/or incomplete closing of the rental by the Customer, the rental shall be considered to end at the moment the vehicle is accepted by the personnel of the rental office; should this happen, the Customer shall be liable for any damage detected to the vehicle but not reported at the time of the acceptance of the same and shall also be liable for the removal in any manner by third parties of the vehicle or parts of the vehicle (windshield wipers, radio antennas, lighters, etc.) or the keys if they were placed in the "key box".

10. CUSTOMER'S LIABILITY IN CASE OF ACCIDENT AND THEFT AND OPTIONS FOR REDUCTION OF CUSTOMER'S LIABILITY TOWARDS TO THE LESSOR

The Customer undertakes to reimburse the Lessor for any damage, total or partial theft or damage from attempted theft, including the use of roadside assistance, except in cases of proof pursuant to Art. 1588 Civil Code.

10.1 VEHICLES

In the event of damage, the Customer shall participate in the financial damage suffered by the Lessor for the maximum amount indicated in the Special Rental Conditions and on the rental agreement as the "Damage Deductible", without prejudice to the provisions of Art. 11 below. In the event of total or partial theft or damage from attempted theft, the Customer shall participate in the financial damage suffered by the Lessor for the maximum amount indicated in the Special Rental Conditions and on the rental agreement as "Theft Deductible" or as "Theft Deductible for Campania and Apulia", without prejudice to the provisions of Art. 11 below.

The Customer has the right to further limit or eliminate participation in the financial damage suffered by the Lessor in the following ways:

- a) by purchasing the "Glass&Wheels" service, the Customer eliminates participation in the damage suffered by the Lessor limited to windows (including any glass roof), turn signals, lights, wheels, tires and rims, while for the remaining parts of the car the Customer will participate for the maximum amount indicated as the "Damage Deductible" in the Special Rental Conditions and on the rental agreement;

b) by purchasing the "Body Protection" service, the Customer eliminates participation in the damage suffered by the Lessor, limited to the outer body of the vehicle, while for the remaining parts of the vehicle the Customer participates for the maximum amount indicated as the "Damage Deductible" in the Special Rental Conditions and on the rental agreement;

c) by purchasing the "Super Theft Protection" service, the Customer eliminates participation in the damage suffered by the Lessor, limited to total or partial theft and damage from attempted theft;

d) by purchasing the "Car Body Package" service, the Customer eliminates participation in the damage suffered by the Lessor limited to what is foreseen by the "Body Protection" and "Super Theft Protection" services;

e) by purchasing the "Smart Cover" service, the Customer eliminates participation in the damage suffered by the Lessor limited to what is foreseen by the "Body Protection", "Super Theft Protection" and "Glass&Wheels" services;

f) by purchasing the "Deluxe Package" or "Don't Worry" service, the Customer completely eliminates their participation in the financial damage suffered by the Lessor.

In derogation of what is established by points c), d), e) and f), in the event of total or partial theft or damage from attempted theft that has taken place in the Campania and Apulia regions, independent of the rental start location, the Customer is however liable towards the Lessor for the amount indicated as "Theft deductible for Campania and Apulia" in the Special Rental Conditions and on the rental agreement.

10.2 COMMERCIAL VEHICLES

In the event of damage, the Customer shall participate in the financial damages suffered by the Lessor for the maximum amount indicated in the Special Rental Conditions and on the rental agreement as the "Damage Deductible", except as established by Art. 11 below. In the event of total or partial theft or damage due to attempted theft, the Customer shall participate in the financial damage suffered by the Lessor for the maximum amount indicated in the Special Rental Conditions and on the rental agreement as "Theft Deductible", without prejudice to the provisions of Art. 11 below. The Customer has the right to further limit or eliminate their participation in the financial damage suffered by the Lessor in the following ways:

a) by purchasing the "SecurVan" service, the Customer reduces participation in the damage suffered by the Lessor to the amount indicated as the "Non-waivable damage deductible (with SecurVan)" in the Special Rental Conditions and on the rental agreement; the Customer also eliminates participation in the financial damage suffered by the Lessor limited to the load compartment;

b) by purchasing the "SecurLoad" service, the Customer eliminates his participation in the economic damage suffered by the Lessor limited to the load compartment panels;

c) by purchasing the "SuperSecurVan" service, the Customer eliminates participation in the financial damage suffered by the Lessor.

In derogation of points a) and c), in the event of total or partial theft or damage from attempted theft in the Campania or Apulia regions, independent of the rental start location, the Customer is however liable towards the Lessor for the amount indicated as the "Theft Deductible" even in the case of purchase of the "SecurVan" or "SuperSecurVan" services.

10.3 QUANTIFICATION AND DAMAGE RATE TABLE

Damages are classified and quantified based on the "Locauto Rent Damage Rate Table", that can be consulted on the Lessor's web site www.locauto-rent.com and is available in paper form at each rental office, whose rates and application procedures are an integral part of this contract. Should that classification and quantification not be possible, the Lessor shall charge the amount specifically estimated upon notifying the Customer. The Lessor reserves the right not to immediately repair the vehicle if the damage caused by the Customer does not jeopardize its functioning.

10.4 NON-APPLICATION

All of the above relating to the Customer's participation in the financial damage suffered by the Lessor shall not be valid where Art. 11 applies.

11. CAUSES FOR NON-APPLICATION OF ARTICLE 10

Regardless of what is stated in Art. 10, the Customer is always fully liable for the financial damage caused to the Lessor in the presence of at least one of the following circumstances:

a) violation of applicable laws and/or the Highway Code of the country in which the vehicle is driven;

b) use of the vehicle for a purpose contrary to law;

c) use of the vehicle in violation of the provisions of Art. 7 of these General Conditions;

d) vehicle returned damaged without a report on the dynamic of the accident and the related documentation, complete with a potential Accident Report Form ("C.A.I.");

e) failure to promptly notify the competent authorities in the case of total or partial theft or acts of vandalism.

Those circumstances must be proven by a ticket and/or statement by the Customer and/or C.A.I. form and/or determination by the insurance companies.

12. CUSTOMER'S OBLIGATIONS IN THE EVENT OF AN ACCIDENT

In the event of an accident with counterparts, the Customer undertakes to:

- a) within 24 hours of the event, notify the rental location by e-mail, communicating the accident details, the license plate number of other party(s) involved and their insurance company(s)
- b) within 48 hours of the event, send a communication to the rental location, with all the required documents (C.A.I. form filled out in detail or, failing that, a detailed report of the facts);
- c) inform the nearest police authority;
- d) not issue any declaration of responsibility;
- e) take note of the details of all the parties involved in the accident and any witnesses, including the details of the insurance companies of the vehicles involved (company, policy number, branch);
- f) provide the Lessor with any other useful information;
- g) follow the Lessor instructions regarding the storage and/or repair of the vehicle.

In the event of failure to fulfill even just one of these obligations, the Customer is deemed responsible for all damage suffered by the vehicle, even in the event of a potential non-fault accident. The Customer also undertakes to pay the Lessor the Penalty for late or missed accident notification as indicated in the Special Rental Conditions. The Lessor does not guarantee the vehicle replacement in case of accident, breakdown or in any event outside of Italy.

13. CUSTOMER'S OBLIGATIONS IN THE EVENT OF TOTAL OR PARTIAL THEFT OR ATTEMPTED THEFT OR ACTS OF VANDALISM

In the event of total or partial theft or damage due to attempted theft or acts of vandalism, the Customer undertakes to immediately report the event to the competent authorities (Police or Carabinieri) and to deliver the original version of the report and/or of the notary deed to the Lessor within 24 hours of the fact.

- a) in the event of total theft, the Customer undertakes to deliver to the Lessor, in addition to the original of the report and/or of the notary deed, the keys to the vehicle and the alarm, if the vehicle has one; the cost for the rental, beyond any deductible, shall be due until the date of actual delivery of the report and/or of the notary deed and keys. In the event of failure to deliver the report and/or of the notary deed and/or the keys, the Lessor shall in any event charge the Customer a penalty equal to the official listed price of the vehicle including optional (net of VAT), reduced by 15%;
- b) in the event of partial theft, damage from attempted theft and acts of vandalism, in addition to what is established above, failure to deliver the original of the report and/or of the notary deed shall in any case result in the Lessor charging the Customer a penalty for the entire amount of the financial loss suffered by the Lessor.

14. REMOTE VEHICLE MONITORING

The Customer expressly and unconditionally authorizes the Lessor, or another person or entity appointed by the same, to remotely monitor the movements of the rented vehicle through satellite systems, in order to protect the Lessor from the commission of crimes to its detriment. The Lessor also reserves the right to communicate the data to judicial authorities, insurance companies, law firms, companies specialized in theft and accident prevention and management and to use or allow others to use the contents for any action for its own protection. The Customer also states that they are aware of and accept the fact that the rented vehicle could be equipped with a remote control unit able to detect any impacts, lifting and events partially attributable to accidents with or without a counterparty. The Customer accepts that the data from that remote control unit transmitted to the Lessor's IT systems will be used as a tool for reporting and providing evidence of accidents occurring to the rented vehicle.

15. ACCESS TO AND USE OF THE ELEFAST SERVICE THROUGH MOBILE DEVICES

The Customer acknowledges and accepts that an essential element for the use of the Elefast service and the performance of all of the related functions is the possession of a mobile device connected to the internet (smartphone or tablet) on which the Locauto App has been previously installed. Before using the Elefast service, the Customer is required to check that the configuration of their mobile device is compatible with the Locauto App, with particular reference to the updating of the operating system and the compatibility of the hardware with the App's functions. The Customer is also required to keep the Locauto App constantly updated to the latest version in order to allow the Lessor to provide the service. The Lessor may not be held liable for the impossibility of the Customer to perform part or all of the operations listed above through their mobile device for causes not attributable to the Lessor, such as, but not limited to: insufficient or non-existent network coverage, data exhausted, insufficient battery charge of device, device with non-updated operating system, non-updated version of the App, and so on. The Customer also acknowledges that the activation of the geolocation services on their mobile device is a fundamental requirement for activating the functions provided by the Locauto App and providing the Elefast service. The Customer releases the Lessor from any liability for consequences that could derive from failure to activate this function and the consequent impossibility to access the service.

16. SPECIFIC TERMS AND CONDITIONS FOR FULL ELECTRIC VEHICLES

In the event of rental of a fully electric vehicle, in addition to what is indicated in these General Rental Conditions, the following provisions shall apply.

16.1 GENERAL PROVISIONS

- a) the Customer states that at the moment of picking up the vehicle, they received all of the information necessary for the correct operation and maintenance of the same, and received the cables necessary for recharging; in the event of loss or damage to the cited cables, the Customer undertakes to pay the Lessor the penalties indicated in the Special Rental Conditions;
- b) the Customer undertakes to drive the vehicle exclusively within the territory of Italy. Any damage resulting from an accident, total or partial theft or damage due to attempted theft, including loss of use, occurring outside of national borders, shall entail the full liability of the Customer for the financial damage suffered by the Lessor;
- c) the Customer undertakes to return the vehicle exclusively to the rental location where it was picked up; in the event of return to any other rental office, the Customer undertakes to pay the penalty for "Drop-off at different rental office", indicated in the Special Rental Conditions;
- d) the Customer is not required to return the vehicle to the Lessor with the battery fully charged.

16.2 PROVISIONS RELATING TO RENTAL OF CHARGING CARD

On request from the Customer, a charging card will be available at the rental office that allows for freely accessing the charging stations available in the Locauto network; the provisions that follow govern the conditions of use of the cited card.

- e) the Customer states that they have received and understand the instructions for the use of the charging card, as well as the information necessary to identify the approved charging stations; the Customer acknowledges and accepts that the charging card can only be used to charge the rented vehicle in the period of the rental agreement; use of the card to charge vehicles other than the one rented and/or beyond the date and time of the rental agreement is expressly prohibited;
- f) in the event of theft or loss of the charging card, the Customer is required to immediately notify the competent authorities (Police or Carabinieri) and to deliver the original version of the report to the Lessor; the Customer also undertakes to pay the Lessor the relative penalties indicated in the Special Rental Conditions;
- g) in the event of use of a charging station in the Locauto network, the Customer undertakes to pick up the vehicle as soon as the vehicle has been charged; in the event of late pick-up, the Customer undertakes to pay the Lessor the penalty for "Late vehicle pick-up from charging station" foreseen in the Special Rental Conditions;
- h) the Customer acknowledges and accepts that no reimbursement shall be due from the Lessor in the event of recharging through a domestic network and/or at non-network recharging stations and/or with cards other than that provided by the Lessor;
- i) the Customer states that they have been informed and have understood that the electric vehicle's performance may vary depending on certain conditions, such as, but not limited to, the intense use of the air conditioning system and on-board instruments, external weather conditions, driving style, and so on. The occurrence of these circumstances can significantly reduce battery life and thus require greater use of energy and recharging; the Customer in any event undertakes not to exceed the maximum allowed consumption of KWh in relation to the kilometers travelled, as indicated in the Special Rental Conditions, and acknowledges and accepts that said consumption is able to satisfy also the occurrence of all of the conditions listed above; should the consumption detected during the rental exceed the maximum allowed by the Lessor, the Customer undertakes to pay the "Excessive energy consumption" penalty for each KWh charged, as indicated in the Special Rental Conditions.

17. STIPULATION OF THE CONTRACT IN THE NAME AND/OR ON BEHALF OF A THIRD PARTY

Whoever stipulates the rental agreement in the name and/or on behalf of a third party shall be jointly and severally liable with the third party for full compliance with all of the obligations of this rental agreement, without the benefit of prior enforcement. The Customer who stipulates the rental agreement shall in any event answer for any events, actions or omissions attributable to the driver of the vehicle.

18. INDEMNIFICATION OF LESSOR

The Lessor shall not be liable towards the Customer, the driver or their respective family members for any kind of damages suffered by the same, including financial harm and bodily injury, with only the exception, in regard to the latter, of the application of Art. 33, paragraph 2, letters a) and b) and Art. 36, paragraph 2, letter a) of Legislative Decree 205/2006, for both damages resulting from defects or malfunctions of the vehicle or road accidents. In any event, the Lessor may not be considered liable for any type of damage occurring as a result of theft, riots, fires, earthquakes, wars or other causes of force majeure. In the event any items are found inside the vehicle, the Lessor shall notify the Customer, who must act at its own expense to recover the objects or have them shipped; in the event that the Customer fails to recover or ship the objects within 30 days after notification, they shall be considered abandoned and the Lessor will not be required to keep or return them.

19. "WI-FI ROUTER" SERVICE

In the event of purchase of the "Wi-Fi Router" service, upon picking up the vehicle the Customer shall be required to

verify that the device supplied, consisting of a case containing a wi-fi router with a telephone SIM and a charging cable, is in good condition and suitable for the intended use. The Customer acknowledges that internet connectivity depends on the network coverage offered by the telephone operator and states that no reimbursement or compensation will be due in the event of partial use or inability to use the connection outside of areas covered by the signal. The Customer undertakes to keep the password provided for Internet access with the maximum diligence and not to communicate it to third parties. The Customer states that they are fully liable and thus indemnifies the Lessor from any consequences deriving from navigation, through the connection provided by the router, on inappropriate sites, such as, but not limited to, websites with child pornography, that praise terrorism, racial hatred, or sites belonging to the "dark web," and so on. The Customer undertakes to use and preserve the router and the connected accessories with the maximum diligence and to respond, pursuant to Art. 1588 Civil Code, for any damage or loss or deterioration of the same, unless proof is provided that they are not attributable to the Customer. In the event of total or partial loss of what is supplied, the Customer must immediately inform the Lessor and submit a report of the incident to the nearest competent judicial authority, delivering the hard-copy original of the report to the return location. If these requirements are not fulfilled, any illegitimate use of the connection provided by the router by third parties who may come into possession of the router shall be attributable exclusively to the Customer. At the end of the rental, the Customer is required to return the router and related accessories in their initial condition and in the provided case. In the event of return after the scheduled date, the Customer will be charged an additional cost equal to the daily rate of the service, indicated in the Special Rental Conditions and the Rental Agreement, multiplied by the number of additional days. In the event of damage or failure to return the case, router or related accessories, the Customer undertakes to pay the Lessor the relative penalties indicated in the Special Rental Conditions and the Rental Agreement.

20. DEFAULT INTEREST

If payment of the sums due is not received by the agreed-upon deadline, the Lessor shall be authorized to issue a debit note for default interest as provided for by Legislative Decree no. 231 of 09/10/2002, as amended. The application of default interest at the legal rate shall remain valid for Customers classified as "consumers."

21. COMPLAINTS

The Customer has the right to file a complaint within 14 days of the end of the rental for any disservice. Any objections relating to charges made by the Lessor for any reason may be submitted only after payment of the same and in any event within no more than 30 days of the charge.

22. AMENDMENTS TO THESE GENERAL CONDITIONS

No amendments may be made to these General Conditions without the consent of a representative of the Lessor holding a suitable power of attorney.

23. CORRECTNESS OF CONTENTS OF THE RENTAL AGREEMENT

In the event of objections concerning the correctness of the contents of the rental agreement, the data and documents contained in the Lessor's archive shall be considered the official copies.

24. TRANSLATIONS AND PREVAILING VERSION

In the event of differences between the Italian text and the translations into other languages of these General Conditions, the Italian text shall take precedence, since it expresses the exact intentions of the parties; any translations of these General Conditions into languages other than Italian (that can be consulted on the website www.locauto-rent.com and are available, upon request from the Customer, in paper copies at each of the Lessor's rental offices) represent a mere translation.

25. ITALIAN LAW AND DISPUTES

This agreement is governed by the laws of Italy. Any disputes between the parties relating to the rental agreement shall be under the exclusive jurisdiction of the Courts of Milan. Customers classified as "consumers" shall maintain the option to choose their residence or domicile as the place of jurisdiction.

26. PERSONAL DATA PROCESSING

Pursuant to Art. 13 of Regulation EU no. 2016/679 ("GDPR") the Lessor shall process the personal data provided by the Customer in compliance with current legislation and according to what is indicated in the Privacy Statement, that can be consulted on the Lessor's website www.locauto-rent.com and a hard copy of which is available at each rental office. By signing the rental agreement, the Customer states that they acknowledge and accept that Statement.