

Terms and Conditions subject to change without notice.

Terms and Conditions agreed with contracted customers may differ from the published General Terms and Conditions.

Last Updated: 01.12.2022.

For the purposes of these Terms and Conditions, "Lessor" means the person who provides the rental service of the Vehicle, "Customer" means both the company and the persons indicated as drivers of the Vehicle within the Rental Agreement, "Vehicle" means the vehicle indicated in the Rental Contract, "Contract of Hire shall mean the contract signed by the Customer that contains these terms and conditions.

The rental of vehicles by the company Edilfar Rent s.r.l in all its locations (hereinafter Lessor) is governed by these general rental terms and conditions, the rental letter, and the price list, in force at the time of the signing of the Client, who declares that he/she has read them, accepts their conditions, and specifically approve their articles.

1) General requirements for hiring and driving the vehicle.

The Client and any driver authorized to drive the vehicle covered by the rental letter must comply with the identification and qualification required by the Lessor. In particular, each driver undertakes to produce in original a valid identification document (ID card or passport), driver's license and social security number (health card), allowing a copy to the Lessor, and undertakes to provide truthful information about his or her personal details, age, address of residence and/or domicile, e-mail address, telephone number (landline, home and/or office and mobile).

Tenant requirements constitute:

1. Age: the minimum age for renting a vehicle is 21 years old with a driver's license obtained at least one year ago for Economy car rentals; minimum age of 25 years with a driver's license obtained at least two years ago for other groups of cars and commercial vehicles. For driving persons between the ages of 21 and 24, it is allowed access to the rental with the application of an additional surcharge "young driving" to the extent indicated in the rate schedule (<https://www.edilfarrent.it/tariffario.pdf>).

2. Valid and legible Italian or international driver's license and other valid identification document (ID card and/or passport). The driver's license must be written in legible characters and, for EXTRA-EU citizens, must be accompanied by the international driving authorization or documentation equivalent valid in Italy, as required by current regulations. In the event in which the Client is unable to produce the necessary documentation, the Lessor reserves the right to refuse the rental.

3. Ownership and possession of a traditional financial credit card with numbers embossed. Checks, prepaid cards, ATM cards, debit cards are not accepted, revolving cards, postepay and similar. For rentals of groups of vehicles two credit cards may be required or possession of a qualified credit card.

2) Vehicle.

The vehicle will be delivered to the Client provided with the liability insurance coverage (as further specified below in item 4) and the necessary documents for the circulation. The vehicle may be driven only by the individual who signed the Rental Agreement and by any additional driver indicated in the Rental Agreement. The Terms and Conditions shall also apply to the additional drivers indicated in the Rental Agreement. The Client agrees to provide the additional drivers with Terms and Conditions. The Client and the additional drivers are jointly and severally liable to the Lessor for all obligations arising from the Rental Agreement. The Client acknowledges and agrees that the Vehicle is or will be equipped with a black box device (or similar) for the protection of the same.

3) Payment terms and timing.

The rental price (plus any additional charges agreed upon, e.g. for liability waivers, delivery charges, etc.) must be paid in full, upon collection of the Vehicle, in relation to the agreed duration for the rental. Therefore, there are no refunds in case of delayed pickup or early return of the Vehicle. Payment can be made by major financial credit cards, subject to the issuance of appropriate authorization from the issuing institution or in cash (within the limits provided by the pro tempore regulations in force) or by ATM. In any case, at the rental letter's signing time the Client, contract holder, will be asked one or two credit cards in his or her name as a guarantee of any additional costs that may arise from the rental itself. The Client will also be asked for a security deposit on his credit card in an amount set at the Lessor's discretion. The credit cards used must be valid until at least three weeks after the date of the scheduled vehicle's return.

4) Insurance Coverages.

All vehicles are covered by R.C.A. (liability to third parties) for damages resulting from the use of the same by the Client or only other authorized drivers to persons, property (excluding transported property) and animals. Liability insurance does not provide coverage in the event of: damage to the vehicle up to the value of the deductibles (maximum amount chargeable per occurrence as specified in rate schedule), theft of the client's personal belongings, theft of the vehicle up to the value of deductibles (maximum amount chargeable per occurrence as specified in rate schedule), damage and/or theft to tires and windows, damage to the interior of the vehicle, damage to the roof of the vehicle. The Customer has the option of reducing conventionally his liability for damage or theft, or to eliminate the deductibles charged to him. Such limitations of theft charge share (TP) and damage charge share (CDW) or the elimination of both (Super Cover Protection and Super Cover Protection Full Coverage) are in each case covenants of limitation of liability of a non-insurance nature, intended to reduce or exclude the compensation owed by the Customer, except in the case of willful misconduct or gross negligence. The additional cost that allows to cancel the Client'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 rate schedule. If this option is refused, Client's liability in case of theft of or damage to, the rented vehicle will be equal to the value of the deductibles per event, as per the rate schedule. It is not permitted to vary the conditions of insurance coverage after the rental has begun without initiating a new contract.

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The services of SCDW, STP (limitation and/or reduction of liability for damage or theft), SCP (Super Cover Protection-elimination of liability for theft and damage excluding exclusion of windows, tires and/or wheels) and SCP Full Coverage (Super Cover Protection Full Coverage - elimination of liability theft and damage including crystals, tires and/or wheels) do not operate if the behavior of the driver is not diligent within the meaning of Article 1176 of the Civil Code and, in any case, the driver will not be able to avail himself of any limitation of liability in case of negligence, willful misconduct or gross negligence pursuant to Article 1229 of the Civil Code.

In such cases, the Client shall be fully liable for compensation for the cost of the vehicle upon documentary exchange between the parties regarding the event. Any limitation or exclusion of liability shall not be effective or otherwise void for damages caused voluntarily or through carelessness, as well as for damage to the interior of the vehicle, for damage caused to the roof and ribbing of the vans, for damage caused in failure to assess the height of the vehicle and objects protruding or overhanging the roof, for damage caused to the clutch kit, for damage caused by out-of-revving the engine, as well as for damage caused by failure to observe of the provisions relating to the "conditions of use of the vehicle" referred to in Article 5 of the these general conditions.

5) Driver's liability. Conditions of use of the vehicle.

The Customer undertakes to keep and use the vehicle with the utmost care and diligence, in compliance with the destination and characteristics of the vehicle as indicated in the registration certificate and within the limits imposed by law, as well as to:

1. not to drive the Vehicle outside the Italian territory, unless expressly authorization by the Lessor and upon payment of the "Cross Border" service, as per the tariff schedule. In case of transit through countries where the Client has undertaken not to circulate the vehicle, the insurance coverages and covenants of limitation and exclusion of its liability will no longer be effective and any costs the Lessor incurs because of compliance failure with the commitment made will remain the sole responsibility of the Client who shall indemnify it. The Client will also be required to pay an amount by way of a penalty as per the schedule of fees (Border Crossing Penalty);
2. not to sublease or rent or to have others sublease or rent the vehicle, even with a driver. Do not entrust the vehicle to persons not specified in the rental letter or otherwise to persons without the relevant driving license and/or lacking the requirements of the contractual documentation;
3. not to use, including through third parties, the vehicle to transport, respectively, of persons or third parties;
4. not to use the vehicle for races, trials, contests, or competitions, on roads unpaved or otherwise unsuitable for the vehicle and not intended for the circulation of motor vehicles, for driving school, for towing or pushing other vehicles and, in general, for any illegal activity.
5. not to use the vehicle in such a way that it is overloaded or carrying a greater number of passengers or things than that for which it has been approved; not to modify or alter the Vehicle in any way;
6. not to perform any repair work on the rented Vehicle without the Lessor's written consent;

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7. not to drive the Vehicle under the influence of drugs, narcotics, alcohol or other substances capable of impairing or altering will and the ability to understand;
8. diligently maintain the vehicle by ensuring during the rental that tire pressure, oil level, are properly maintained, the battery fluid level, the windshield washer fluid level, the level coolant fluid, AdBlue additive level (where applicable on diesel), as well as to refuel the vehicle using the correct type of fuel, being otherwise liable for the damage suffered by the Vehicle and for the costs associated with its overall restoration;
9. immediately informing the Lessor of any breakdown of the Vehicle by stopping the circulation of the same, deferring to the directions of the Lessor as to the possible replacement or redelivery of the Vehicle. In case of vehicle breakdown, the client is required to contact the service on 00800277777 (for Smart cars), 800531929 (for Mercedes-Benz cars) and 800688351 (for Toyota cars). In any case, the Vehicle may not be used in the event of mechanical failure or damage, electrical or structural, if other damages result from these;
10. ensure that the Vehicle is always locked when it is left unattended and take all appropriate measures to prevent the loss or damage to the Vehicle itself or its tires, equipment, accessories, devices, or objects in general.

Any use of the Vehicle not permitted or unlawful by contract and/or law obliges the Customer to pay compensation for consequential damages, possibly also jointly and severally with any other driver, and results in the termination of any limitation of liability. The Lessor reserves the right to repossess the vehicle at any place and time in the event of violation of the provisions of this article.

6) Delivery and return of the vehicle.

The Client is delivered the vehicle to at the time of signing the rental letter and is obliged to promptly report any visible damage and anomalies on the exterior and interior of the vehicle, where not noted on the rental letter. In default, the vehicle shall be presumed to have been received by the Client in perfect condition, that is, in the condition consistent with what is noted on the forms signed by the Customer. The Customer undertakes to return the vehicle in equal condition - except for the normal wear and tear in relation to the kilometers driven - with tires, equipment and entire equipment provided, and, in general, undertakes to return it free of any goods or property, with the relevant documents, in accordance with the time and places indicated in the rental letter. A rental day is of 24 hours from the time of delivery; 59 minutes past the time stipulated for the return of the car, an additional day's rental will be charged rental. It is understood that if the return of the vehicle and its keys has been authorized by Edilfar Rent s.r.l. after the office closing time, the rental will end on the date/time of reopening of the office itself, without prejudice maintaining the Customer's responsibility of for any damage found to the vehicle. The Customer undertakes to return the vehicle promptly and in any case within the term of 7 days where required for reasons related to recall campaigns, scheduled maintenance, administrative needs of Edilfar Rent s.r.l. or intervening forfeiture of the lessee's requirements, including the coverage of the security deposit. Failure to return the vehicle will result in the charge to the Customer of the proven economic damages suffered by the lessor company. The rental ends on the expected return date indicated in the rental letter and only upon the time of the actual return of the car and keys. The extension of the rental is allowed only with the formal authorization of the company Edilfar Rent srl a socio unico – C.F. e P. IVA 05332461002 – REA di Roma 881915 - Cap. Soc. € 115.000,00 i.v.

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Edilfar Rent s.r.l., with a request sent in writing by the Customer at least 24 hours before the date set for the return. In case of extension of the rental without authorization, the extra days will be invoiced at the standard daily rate highest of the current price lists. At the time of return, the Client has the burden to verify, in contradistinction with the lessor's company personnel, the state of the vehicle, ascertaining and signing any discrepancies from what is indicated in the rental letter at the beginning of the rental. In case of failure to jointly verify the Client authorizes the Lessor to charge for any damage found on the vehicle. In the event that, upon return, the vehicle is very dirty, or, for other reasons, it is not possible to check for any damage present, the termination of the rental agreement will take place "with reservation." This implies that the procedure of finding the damage present on the vehicle will take place immediately after washing the car and the outcome of the same will be given timely communication to the Customer.

At the end of the rental period, excluding the case in which the Customer has purchased the Full Anticipated option, the vehicle must be returned with the same fuel level present at the time of collection; otherwise, the Customer will be charged with the refueling service cost (so-called refueling) in addition to the cost of the missing liters of fuel, as per the rate schedule. The fuel price shall be the one published at the time of the return of the vehicle with reference to the latest available update, namely: Gasoline: Euro 2.1 per liter | Diesel: Euro 2.0 per liter.

The Full Anticipated option allows the Customer to purchase a full tank of fuel in advance at the average market price, so that they do not have to refuel before returning the vehicle. With Full Anticipated, there isn't any refund for any unused fuel.

In case of failure to return the keys of the vehicle, from whatever cause it depends on, and even if the vehicle has been returned, the Customer is required to pay the amount due as indicated in the rate schedule. In case of loss and/or damage of the license plate, registration card, the certificate/insurance coupon, from whatever cause it may depend on, and even though the vehicle has been returned, the Customer is obliged to pay the amount due as indicated in the rate schedule. In all cases of theft, total or partial, it is made the Customer's obligation to immediately make regular report to the competent authorities, delivering the original in duplicate within 48 hours from the event, together with the keys of the vehicle, to one of the offices of Edilfar Rent s.r.l., actively cooperating with the latter in the management of judicial proceedings. Edilfar Rent s.r.l. is released from any liability if personal property is left by the renter inside the rented car, either during the rental period and upon return. In the event, however, of accident suffered or caused by the rented vehicle, even if the latter does not suffer damage, it is the Client's obligation to notify one of the offices of the Lessor within 24 hours of the event, by drawing up and sending the CAI form; failing to do so will result in ineffectiveness of liability limitation signed by the Client. The Client is also liable for the damage suffered by the Lessor because of the omitted or delayed communication and hereby undertakes to pay as a penalty an amount starting from 500.00 euros and up to 2.000,00. In the event of a procured accident, the Customer is also required to pay a penalty amount of euro 300.00 even if the vehicle does not suffer damage. At the time of the accident, the Client must act to procure the necessary evidence for a correct liability identification. For this purpose, he/she will have to: a) request the intervention and reporting of the incident to the Police, Carabinieri or Traffic Police; b) collect the names and addresses of the witnesses present; c) if requested, even afterwards, cooperate with the Landlord in handling the causes of the accident. Any claim or complaint that the Client believes has to make against Lessor in

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connection with the rental made shall be received by Lessor no later than the mandatory deadline of 10 working days, starting from the date of return of the vehicle and/or the closing of the relevant rental letter.

7) Charges

The Client undertakes to pay to the Lessor:

1. the rental fee, including the rate provided for the type of vehicle, duration of use of the vehicle until its return, extra route mileage or "unlimited mileage" rate, covenant of limitation of liability for damages incurred, theft of the vehicle, any extras (ex. home delivery/return, chains, refueling service etc.), administrative cost of each invoice, VAT;
2. reimbursement of expenses incurred in retrieving the missed returned of the vehicle to the agreed place for any cause;
3. the number of fines charged to the Client and/or Lessor for violations of the Highway Code or other applicable legislation, committed during the rental and the related administrative communication to the competent Authorities;
4. any other sum due based on the provisions of the rental letter (including, but not limited to, service refueling, missing fuel, second driving, possible home delivery/pickup, extra rental days, out-of-hours service, various surcharges).

The Client who owns a financial credit card authorizes the Lessor, in case of failure to pay the amount due, to charge the means of payment indicated at the end of the rental agreement, or specified on the contract itself, or provided subsequently or otherwise indicated, all charges under his/her responsibility having title from the rental relationship, including those indicated in the letter of hire and those necessary for the recovery of any kind of credit claimed by the Lessor against the Client related to the rental relationship. If, with prior authorization of the Lessor, the credit card is provided by a person other than the Client, the credit card holder and the Client shall be jointly and severally liable to the Lessor with respect to all obligations arising from the Rental Agreement.

DOWNGRADE

In the event that the Lessor, in order to affect the replacement of the rented vehicle, provides the Client with a vehicle of a lower category than the rented one, the Client will enjoy the rate of the provided vehicle for the duration of the rental period rental period in which he actually used the vehicle itself. "Vehicles of lower category" meaning vehicles that have a lower rate than the one rented.

UPGRADE

If the Lessor provides the Client with vehicles of a higher category than the vehicle booked or already in use, the Client will use the rate of the vehicle of the lower category for 15 days, revocable at any time and upon simple request of the Lessor with 48 hours' notice. The Lessor will apply the rate of the vehicle in use, retroactively and for the entire duration of the rental, at the end of the 15 days or if the Client fails to return the vehicle within 48 hours from the above request. The period of 15 days is to be understood as that resulting from the number of total days, including non-consecutive days, and including those relating to several vehicles, in Edilfar Rent srl a socio unico – C.F. e P. IVA 05332461002 – REA di Roma 881915 - Cap. Soc. € 115.000,00 i.v.

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which the Customer has actually used vehicles of a higher category. "Higher category vehicles" meaning vehicles that have a rate higher than the one booked or already in use.

8) Winter Equipment

In some locations and on some Italian roads and highways, from November 15 to April 15 there might be the obligation to drive with thermal tires or with snow chains on board. The customer is informed by the Edilfar Rent company about the risks he/she personally faces, not only for his own safety, but also for the provided sanctions, in case of violation of the obligation above. Edilfar Rent's vehicles are provided with snow chains only upon request and upon payment of an additional fee to the rental cost. It is the Customer's right to request such accessory both during the booking phase and, if available, when collecting the rented vehicle. Edilfar Rent equips with winter tires some vehicles in its fleet. The reservation of such vehicles equipped with winter tires is only possible at certain times of the year and is subject to availability. Failure to comply with the ordinances on the use of winter equipment results in the inoperability of the limitations/exclusions of liability for damages that may have been signed.

9) Services and Accessories.

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

10) Express termination clause.

The violation of even one of the provisions of articles 1,3,5,6,7 will entitle the Lessor to terminate the contract pursuant to Article 1456 of the Civil Code and the to claim for damages.

11) Jurisdiction

The rental relationship shall be governed by the laws of Italy. For any dispute arising from the relationships governed by the rental agreement shall be the exclusive jurisdiction of the Court of the registered office or residence of the Lessor.

12) Translation

In case of conflict between this version and the contextual version in the English version, the Italian version shall prevail, of which the English one constitutes a mere translation.