Art 1 Italian Job S.r.l. owner of ROSSI RENT brand (here after named as “Lessor”) hand to the Lessee (here after named as “Client”) the vehicle in a good state of service as specified in the rental letter.
The minimum requisites in order to rent a vehicle are: to be at least 19 years old and to have a driver’s license Cat. B valid for the country of rental that has been issued since at least one year. The driver’s licenses not valid in the country of the rental must be accompanied by an international driving license. Young drivers, aged between 19 and 24 years old, must pay an additional fee to the standard rates.

The vehicle, if not otherwise stated in the contract conditions, is provided with a full tank of gasoline and must returned as such, if it returned empty, an extra service fee of min. €15.00 plus tax will be charged plus the cost of the missing liters of fuel.
The vehicle is equipped with a triangular arrow for emergency stop, reflector jacket, usual tools, a spare tire, the RCA insurance voucher and all the necessary documents needed for the circulation of the vehicle. Ordinary services, oil and lubricants are included in the rate. Extra vehicle accessories are available for the client at an extra rate. (see “special equipment”)
Rates are calculated on a daily base (24 hours) from the time the vehicle has been picked up and usually include a 100km limited mileage per day (unless otherwise requested by the customer and at a different rate), car insurance and taxes.
The client, picking up the vehicle and signing the rental agreement and the approval of the present general conditions, declares to have verified that the same is in good service conditions, suitable for the stipulated use and equipped with all the accessories in it indicated, as described in the rental agreement.
The client agrees no to provide false information on his personal data as his age, his address and his legal entitlement to drive.
Art. 2 On demand, the client can also obtain the following insurances, limitations of coverage: insurance coverage for driver’s injuries, road assistance, damages from fire, theft, socio political events or damages to the rented vehicle and collaterals (see vehicle insurance) .
As regards the insurance coverage eventually subscribed, the Client declares to know, accept and undertake to comply all provisions stated in the insurance policy (its written conditions are available to the Client at his request at the head office of the Lessor)
Any effectiveness of the insurance policies/disclaimers subscribed by the Client, will result on the rental agreement. At the Client may, however, be requested to pay a fee for alternative drivers (see "Additional Drivers"), resulting as an extension of the insurance coverage/liability limitations/exclusions of liability without any prejudice to the full application of the stated general policy terms.
The Lessor is relieved from any legal liability and claims made by other parties, providing however the performance of the art. 1381c.c.
The Client ensures/vouches the following:

a. alternative drivers will be fully informed of the general terms of the insurance policy, so to have the knowledge of their contractual obligations;
   b) communicating the names of the alternative drivers –according to the procedures laid in the general conditions- the Client shall have previously acquired from them the formal written approval that must be communicated to the Lessor as well as their personal data for the subsequent treatment provided by the privacy code: art. 13 of the Legislative Decree no. 30 June 2003, n. 196
   c) all personal data of the alternative drivers must be true, exact, updated and acquired in full compliance to the provisions of Privacy Code;
   d) according to the rental agreement, the Lessor is authorized to process personal data of the alternative drivers within the limits specified by the general conditions and the informative policy.
   Only the names of first three drivers will appear on the rental agreement while any other driver will be registered on the computerized system of the Lessor.

Art. 3 The client must:

a. drive and guard the vehicle and everything in it with the utmost care and in compliance with all the standards of law;
b) ensure the vehicle is always in optimal conditions for the safety of it and of the persons being transported and to take all the necessary steps to obtain this purpose always with the utmost care and knowing that any kind of action taken on the vehicle should have a previous written approval by the Lessor; in those cases the client will be refunded upon presentation of the original invoice.
c) arrange the payment of any traffic ticket issued against the rented vehicle during the period of the lease and to refund the renter of any payment that may be charged to the vehicle. (see “motorway toll / traffic tickets”).
d) indemnify the Lessor of any kind of claims of third parties for damages suffered by them goods carried upon the rented vehicle;
e) pay the rental fees and extras according to the agreements undersigned in the rental contract or as restated at the time of the return of the vehicle, considering any changes in the length of the rental and/or the place where the vehicle has been returned.
f) when returning the vehicle, check and undersign the box “check in” indicating the state of the vehicle at the moment of the return, expressly agreeing that the failure to sign in this box will result in the waiver of the right to move any subsequent disputes with respect of any eventual fee charged for damages caused by the Client;
g) refund the Lessor, within the limits of the exemption, for any kind of consequences caused from damages to the vehicle or to any parts of it or of its accessories, including costs deriving from the purchase of spare parts and labour, transport and damages deriving from the standingstill of the vehicle plus all legal expenses due for the management of the paperwork, to be quantified at the homeoffice/headquarter of the Lessor.
h) refund the Lessor of all expenses he has to face due to the fulfillment of financial obligations arise, directly or indirectly, from the rental contract, included therein all the amounts due for unpaid tolls as well as administrative expenses (see “ tolls and traffic tickets”)
i) agree that his credit card, given as warrantee, will be charge of all the amounts due to the rental contract as well as any pecuniary obligation, even after the final invoicing of the rent.
b. acknowledge that he had no rights on the vehicle or on any accessory therein and that he cannot despond of them, not even temporarily;
k) agree that, in case of prepaid rental, all the additional fees not included in the price of the rental, can be requested for immediate payment and invoiced from the Lessor;

Art. 4 The client or any of the drivers are committed not to use or to drive the vehicle and to not let others use or drive it:

a. outside the national borders, unless otherwise previously agreed with the Lessor;
b. to transfer persons or things under payment;
c. to transfer animals, unless otherwise previously agreed with the Lessor;
d. to sublease the vehicle
e. to push or pull objects;
f. under the influence of drugs, alcohol or any other substance which may limit the ability to react or to understand;
g. for racing, competitions, skill or speed test;
h. for any outlaw use;
i. to circulate into restricted areas or into limited traffic areas of ports and airports, unless otherwise specifically agreed in the rental contract;
j. if not named or listed in the rental contract and/or in the data files of the lesser;

k. if driver has given false information about age, name or address;

Art. 5 In case of accident, or theft of any part of the vehicle, the client must:

a. immediately inform the Lessor, and within 24 hours send a complete report, provided with pictures of the event, undersigned on the CID form that is given with the documents of the vehicles;
b. inform the closest security authority and report the theft of the vehicle or parts of it;
c. do not release declarations of responsibility if there isn't any certainty on what has happened;
d. take note of names and addresses of eventual witnesses;
e. give any type of useful information to the lesser;
f. follow any instruction given by the Lessor for the safekeeping or the repair of the vehicle

In case of default of any of the listed obligations, the Client will be held responsible for any damage sustained by the vehicle, even in the event of an accident without fault of the Client. In those cases the Client must pay the total amount of the damages asked by third due to the accident.

The client is however obliged to refund the Lessor of any fee due for administrative management of the accident, as quantified at the head office, with a min. amount of €500,00. If the customer elects, in case of accident no to exercise the use of the vehicle service network dedicated from the Lesser, any expenditure , including those for accommodation and transfer of the vehicle are to remain the sole responsibility of the Client. In case of accident the Lessor is not obliged to substitute the damaged vehicle, never outside the national borders

Art. 6 In case of theft or attempted theft of the rented vehicle, the client must report the event to the competent Authority within 24 hours and he must also deliver to the Lessor the original copy of the report plus the key of the vehicle within 24 hours from the event. Any limitations/exclusions of responsibility is not operative in case of Client's fault. In those cases the Client is obliged to refund the Lessor of the market value of the rented vehicle at the time of the theft, as reported on the specialized magazine "Quattroruote", with a min. amount of €6.000,00. If the Client doesn't report the event he decays from any limitations / exclusions of responsibility specified in the contract.

All that is stated in case of theft of the vehicle, excluded the obligation to report the event to the competent authority, is also valid, when applicable, in case of fire.

The Client, at the moment of the vehicle return, must present to the Lessor the original key and the anti-theft accessory, if the vehicle is equipped with. If those are not given back to the Lessor, the Client decays from any limitations / exclusions of responsibility specified in the contract.

In case of theft or loss of the key of the rented vehicle the client must immediately communicate the event to the Lessor and to the competent authority, and he must also deliver to the Lessor the original copy of the report within 24 hours from the event.

The Client must refund the Lessor for the key loss and for every payment he had to support for the delivery/supply of the new key as well he has to pay the rate of the rent, according with the agreements stated in the rental contract, even for the days of no use of the vehicle.

If ,due to the supply of the second key passes the date of return of the vehicle initially stated in the rental contract, the Lessor, unless otherwise agreed with the Client, can reacquire the vehicle, charging the Client of all fees he had to support plus the full price of the rental (calculated up to the date of return of the vehicle and with the application of the high season rate) even for the days of no use of the vehicle.

All the above predictions are valid also in case of keys locked inside the vehicle.

Art. 7 A booked vehicle must be withdrawn within 60 minutes from the time agreed in the rental contract, after such time the Lessor does not guarantee the availability of the vehicle. If the withdrawal happens over the established time, the Lessor reserves his right to ask an additional fee for the overtime service. (delivery/ overtime/ other place). If the

vehicle is not picked up the Client must pay a penalty of 100% of the rental fee.
The client must return the vehicle in the same place/time established on the contract agreement, or , at any request of the Lessor, with the same accessories and in the same conditions in which it was at the moment of the delivery, except for normal wear.
If the vehicle is not brought back at the agreed date, the Lessor may reacquire the vehicle and the Client must refund him of any payment he had to support. The payment is due even for the days the vehicle was kept outside the contract terms with the application of the rate stated on the rental contract plus a penalty of €100.00 for every day of delay.

Art 8 If the vehicle is returned in a different place/time from what agreed, the Client must pay the rental rate and any other fee due for extra services he have benefited out of the original agreements stated on the rental contract. However, the vehicle returned in a place/time different from the ones agreed involves the application of an additional fee quantified by the time and place of delivery (see “delivery/ pick up/ over time/place”). If the customer needs to keep the vehicle over the agreed time, he must give immediate written communication to the Lessor, so to allow the extension of the insurance policy, anyhow the Lessor is not obliged to allow the extensions of the rent.
Art 8bis If the Lessor deemed necessary to do maintenance services on the rented vehicle, he can ask for the immediate return of the vehicle, even before the return date initially stated on the rental agreement. In those cases the Lessor is committed to provide a substitute vehicle similar at the one initially rented.
Art. 9 Payments can be made by cash or through the major credit/debit/prepaid cards. At the time of the rental, a min. amount of €500.00 will be blocked so it is necessary to have enough covering on the credit card for all expenses.
If it is used as warranty a credit card owned by a different person than the Client, the Client still remains obliged to the Lessor jointly with the holder of the card for any amount due for the rent. In case of prepayments by credit/debit card of the rental rate, the Client is obliged to confirm this payment and authorizes the use of the same card for any eventual and future expense referred in the Article 3 h.

Art. 10 In the event the Client makes the payment of the rental by a credit card issued in a Country that does not have the Euro as currency, before the beginning of the rental the Client should choose to pay the rental rate in Euro or in the currency of the
country in which his credit card was issued otherwise the choice made at the time of the rental commences, will be considered definitive .
If the payment is debited in the currency of the country in which the credit card was issued, the amount of the charge will be converted from the Lessor from Euro currency to the one used in the country where the credit card was issued. The final amount of the payment will be converted at the exchange rate determined by the international rules defined by the banking system of Visa and MasterCard, measured on a daily base.
Any delayed or changed payment will be made in the same currency selected by the customer, using the exchange rate applicable on the day of the charge. The Lessor will charge an extra 4.75% fee for the given service. If for any reason the conversion cannot be made, the transaction will still be made in the currency of the credit card, in this case, however, the conversion will be made by the bank that has issued the credit card .
Art. 11 The Lessor is not responsible for any damages caused to the Client, the driver or to any members of his family or to his personal things, deriving by flaws of the vehicle or car accidents caused by manufacturing defects. However, the Lessor cannot be responsible for any type of damages occurred after theft, fire, earthquake, wars, natural events, riots and fortuitous events. Any object left in the car is considered abandoned and the Lessor is not obliged to keep or to return them.
Art. 12 In case of dispute between the parts concerning the correctness of the content of the rental agreement shall prevail the recording contained in the archive of the Lessor.

Art. 13 Any disputes related to charges, for whatever reason made by the Lessor, may be advanced only after the payment of the same, and no later than 60 days after the receipt of the invoice.
Art. 14 This rental contract is governed by the Italian law. All disputes arising in connection with its validity, interpretation, performance or termination , will be referred to the exclusive jurisdiction of the Courts of Pisa.
Art. 15 No changes may be made to these terms and conditions without the consent of a representative of the Lessor

provided with the appropriate valid and effective authorization confirmed in writing. Prices and conditions may change without any notice.
Art. 16 After the expiring date of the agreed period for payment of all sums due, the Lessor is authorized to issue a debit note using the European Bank interest rate
(ECB) increased by five percentage. The Lessor can also reserve the right to refuse the Client any future rent in case of previous arrearages.
Art. 17 The invalidity of any of the provision of this Agreement shall not affect the validity of the rental agreement in its entirety.

Art.18 Any transgression of the rules of the contract entitles the Lessor to require the immediate return of the vehicle. In case of refusal by the Client, the Lessor is entitled to
denounce the Client for the misappropriation of the vehicle.

Art.19 Special equipments: In case of loss or damage of any equipment listed on the contract the Client must pay the damaged object as new plus a penalty of €50.00

Art.19bis Following the guidelines of the Guarantor Authority for Personal Data Protection, the Client acknowledges that the Lessor may exercise the right to install on the fleet of its rented vehicles tracking systems (GPS/GSM technology) to ensure the safety of the vehicle, determine the dynamics of any eventual accident, to provide roadside assistance and protect Rossi Rent properties.

Art.20 Vehicle insurance policy: Every rented vehicles is insured for civil responsibility toward others (RC), for injury or death of others, damages to animal or things up to €5.000.000 and benefit of roadside assistance services (see vehicle documents). The RC insurance covers damages/injuries to thirds, even the persons carried/transported by the vehicle, but not the ones of the driver.
The KASKO insurance, if provided in the rental contract, limits the Client responsibility in case of damages, fire and theft of the vehicle, up to the value indicated in the "EXEMPTIONS" part with a minimum of € 2,000.00. At the Client's request, the Lessor can provide additional insurance services to reduce or eliminate the exemption amount and/or to cover any driver’s injuries reported in an accident with guilt (conditions are available at the rental agency).

Art.21 Motorway tolls/Traffic tickets: In case of non-payment of tolls and violations of the traffic rules, the Lessor will charge a further amount from € 35 to € 50 +vat, due for administrative expenses. The Client authorizes the Lessor to transmit their data to the competent authorities for the re-notification of any fines due for violations of the traffic rules or for non-payment of tolls.
Art 22 Second driver The vehicle can be driven by other persons different from the one who has undersigned the rental contact , if their names has been previously communicated, due to the extension of the insurance policy.
Art 23 Return/ pick up The vehicle must be returned at the established place and time.
It is tolerated a delay up to 59 Minutes, after which the Lessor will charge to the Client a penalty equal to the daily rental fee. In case the rental contract has specified the clause “MANDATORY RETURN” it means that after the return of the vehicle, the same has to be delivered to another client. In those cases, the missed return of the vehicle imply for the Client the payment of a penalty of €500.00 plus the payment of the rental fee of the Client who was supposed to rent the vehicle. In case the return of the vehicle is impossible (following a disaster or some other case of force majeure) the Client must immediately inform the Lessor, who, in any case, should decide to apply a penalty for the missed return. In case the vehicle is returned out of the opening time of the Lessor’s agency and the Client leaves the vehicle key inside the mailbox, the rental ends at the time of the agency reopening and the Client remain responsible until that moment even in case of key theft from the mailbox. If the Client asks for Lessor’s staff out of the opening time of the agency he must pay an additional fee. The amount is indicated on the web site or in agency.

Art 24 Postage If the Client requests the invoice shipping, a postage fee of €10.00 will be applied.
Art 25 Personal data According to the 13th article of Legislative Decree 196/2003 (Privacy Code), I agree that Rossi rent uses my personal data for purposes strictly related to relationships with customers - purposes related to obligations of law, Community law, and any directions given by authority authorized by law – for any commercial

purposes, for the protection of legitimate interests of the Rossi Rent in court or elsewhere in accordance with the principles laid down by law, for purposes of functional activities of the rental Company for which the customer is entitled to give or deny the consent.

Santa Croce sull'Arno, on_____

Client' s signature_____

APPLICABLE LAW - JURISDICTION

The covenants contained in this rental agreement are governed by the Italian law. For any dispute relating to or connected with this contract the sole competent is the court of Pisa.

Santa Croce, on _____

Client Signature _____

The content of this contract agreement is approved for the purposes of articles. 1341 and 1342 of the Civil Code , namely those concerning the art.1,2,3,4,5,6,7,8,8bis,9,10,11,12,13,14,15,16,17,18,19, 19 bis ,20,21,22,23,24,25 Applicable law - Jurisdiction.

Santa Croce, on _____

Client Signature _____

The present contract has been translated and for any dispute it's valid the copy in the original language .