

## CONTRACT GENERAL CONDITIONS

### 1. LESSOR'S OBLIGATIONS AND RIGHTS

**1.1** JOPARKING SRL - hereafter called "Lessor" - delivery to the lessee - below called "Customer" - the vehicle with the tank full of fuel (any conditions otherwise will be clearly registered on the corresponding "check-out" list and on the rental agreement sheet). At the beginning of the rental, the Customer must leave a fuel deposit. The minimum age for renting the vehicle is 23 years and the maximum age is 80 years. It is possible to rent cars belonging to groups A/B/C even if the driver's age is at least 19 years and minimum 21 years for groups D/E/F/N/S, only subject to payment of the "young driver" supplement the cost of which is specified on p. 1 of the rental contract. For Category L (Luxury) cars, the driver must be at least 30 years old. For the rental of category A/B/C cars, the driver must show a valid driving license and issued for at least 1 year and 1 day; for renting vehicles of all the other groups the license must have been issued for at least 3 years. Details and age requirements and driving licenses can be consulted in the "General Rental Information" on the website [www.differentcar.it](http://www.differentcar.it). In any case, both the Customer and any driver authorized to drive the vehicle must be identified and qualified as per the Lessor's requirements. The Lessor retains the right not to proceed with the rental agreement at its own discretion and unappealable opinion. The vehicle is delivered in perfect working order (the car is clean and must be delivered under the same conditions) and accompanied by all accessories and documents (emergency triangle; tools; fluorescent security waistcoat; spare wheel, as well as other accessories listed on p. 1 of the rental contract; car documents, which must always be left in the vehicle; insurance certificate and coupon, as well as the green card). Unless otherwise declared by the Renter at the beginning of the rental, taking the vehicle, he acknowledges that it is in an excellent state of maintenance and suitable for agreed use and also that it is equipped with all the accessories and documents indicated above. It is, however, the customer's right to prove the existence of any defects concealed at the time of delivery and/or defects occurred during the rental that are not attributable to him. It is obligation of the Customer to communicate to the Lessor the discovery of the aforementioned defects with immediacy. On request the vehicle can also be equipped with a portable sat nav; in this case, the Customer must subscribe to the appropriate delivery report and pay the related supplement, as indicated on p. 1 of the rental contract.

**1.2** If the Customer, in the event of an accident and/or theft and/or fire and/or breakdown of the vehicle, requests its replacement, the Lessor may retain the right not to grant the replacement of the vehicle and not to proceed further in the execution of the contract, the Lessor will assume the default of the counterparty to the duty of care and careful use of the vehicle. If the lessor avails the right to pay the rental fee for the remaining contractual period.

**1.3** The Lessor agrees to reimburse the Customer for the repair costs due to vehicle failures upon presentation of a regular invoice addressed to JOPARKING SRL. For expenses of more than € 50.00 (excluding VAT), the Customer must seek prior written authorization from JOPARKING SRL. The costs will be refunded only in the event that the fault has not been caused by the Customer. In case of breakdown, the vehicle must be returned by the Customer to any location

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of the Lessor, who will replace the same, subject to availability, and to the Lessor's unappealable opinion not to grant the replacement vehicle. Where this right is applied, the Lessor gives up to the right of being paid for the rental cost by the Lessor for the remaining non-used rental period stated by the rental agreement. In the case of 9-seater vehicles, the replacement may take place with a similar vehicle or with 2 cars. The Lessor guarantees that the civil liability of the Customer (and/or other person specifically indicated on the contract and therefore authorized to conduct the vehicle) is covered by a standard insurance policy with a maximum cover of € 6,000,000.00 for damage to people, property or animals. The higher policy, being of an essential nature, is sufficiently brought to the customer's attention.

## **2 RENTER'S OBLIGATIONS AND RIGHTS**

**2.1** The Customer is responsible for the vehicle until the rental contract is closed even if the check-in is not made in his presence. In case of return of the vehicle during closing time of the office, the Customer is responsible for the payment of the rental cost until the car is collected by the lessor's desk staff. Any damage that may occur on the vehicle will be charged exclusively to the customer.

**2.2** The Customer shall: a) pay the rental fee including, in addition to the official rate, also contractually established amounts as a penalty (where due) as well as the supplements provided for the signing one of the optional clauses referred to in the following Article 2.4; b) diligently drive the vehicle and to store it together with accessories and documents and in compliance with all the rules in force in Italy and in countries where it is allowed to drive the vehicle; c) return the vehicle with the tank full of fuel and in any case with the same level of fuel at the beginning of the rental. By not complying with this obligation, the Customer authorizes the Lessor to charge him, in addition to the cost of fuel, an additional fee for the replenishment (so-called "full-full, full-empty") the amount of which is indicated in the individual rental contract signed by the Customer (in accordance with what is also specified on the website [www.differentcar.it](http://www.differentcar.it)).

In addition, the Customer is obliged to pay attention to the type of fuel to be put into the tank (gasoline unleaded or diesel); in case of fuel intake not suitable for the vehicle engine and/or in case of unclean fuel, the Customer will be held responsible for all damages caused and for the expenses incurred for the possible recovery of the vehicle and, therefore, will be required to pay it even if has signed, jointly or alternately, the "Mini kasko" clause or the "Super kasko" clause or the clause "Road Assistance Plus" or the clause "Gold Kasko" referred to in the following art. 2.4; the aforementioned expenses for the recovery of the vehicle will not be charged to the Customer if the customer has signed the clause at the beginning of the optional "Road Assistance Plus"; d) take care of the ordinary maintenance of the vehicle, the greasing, the control of lubricant and brake oil levels; e) be financially responsible for and proceed with the payment of all fines and/or motorway tolls and/or parking tickets in which you will incur during the rental and to pay to the Lessor, in case payment (€ 50.00 plus VAT) for additional services related to fines, tolls, parking and any penalty or charge imposed by authorities, entities, dealers in relation to the movement of the vehicle; f) hold the Lessor free from any claim made by third parties for damage suffered to the property transported or otherwise present in the vehicle; g) not introduce animals into the vehicle, with the exception of guide dogs; h) acknowledge that he does not have ownership of the vehicle and therefore cannot sell it and/or dispose of them as a pledge; i) in the case of possession of a pass reserved for disabled people, the Customer is obliged to inform the competent authority of the license plate of the rented vehicle in order to avoid payment consideration of the related additional service, in the event of disputes and the imposing of sanctions. In compliance with the regulations on international financial circuits (credit card companies), and except as stated by the following Articles 2.4 and 4.1 with regard to the attribution of responsibility, all the expenses and

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fees for additional services not known at the time of delivery of the vehicle but detected and accrued after the return of the car (so-called "additional payment"). The Acceptance of the "payment "is expressly indicated in the individual rental contract and signed by the Customer. The following costs fall within the "additional payment": fines, parking tickets, tolls motorways, fuel supplies, damages to the car, towing of the vehicle; loss and/or damage and/or theft of all vehicle accessories, loss and/or damage and/or theft of the insurance certificate, keys and/or license plates, fees for additional services related to fines, tolls, parking spaces and any sanction or charge imposed by authorities, entities, dealers in relation to the circulation of the vehicle.

**2.3** The Customer shall not drive or use the vehicle and not allow and/or:

a) in a state other than Italy, France, Germany, Spain, Portugal, Vatican City, Republic of San Marino, Principality of Monaco, Switzerland, Belgium, England, Luxembourg, Austria, Slovenia, Croatia (as also specified on the website [www.differentcar.it](http://www.differentcar.it)). Driving the vehicle in the territory of a foreign State other than those listed above renders ineffective all insurance coverage, as well as the clause "Mini Kasko", "Pai", " Road Assistance Plus", "Super Kasko" ", Gold Kasko", entitles the Lessor to charge, by way of compensation, to the Customer any expenses and costs incurred for not complying to the rental obligations; b) for the transportation of people and/or goods for which any annuity has been charged or granted; c) in competitions and/or races; d) speeding; e) for any illegal purpose; f) if it is a person who is not indicated on p. 1 of the rental letter; g) if it is a person who has provided the Lessor with false information about your age, name, address, place and date of return of the vehicle at the end of the rental; h) to push and/or tow objects; i) off road and/or unpaved roads and/or off-road routes. The Customer is obliged to observe the legislation provided for by the new street Code (Art. 117). All vehicles are delivered without antifreeze additive. In the presence of environmental or climatic situations that require its use (e.g. mountain driving or cold temperatures) the addition of the aforementioned additive must be carried out at the customer's care and expense. In any case, the Renter shall indemnify the Lessor for any damages arising from any freezing of the fuel and reimburse the Lessor all expenses incurred to recover the vehicle except in the case the Renter can demonstrate not to be liable, as per the article 1588 of the Civil Code. The Customer undertakes to use snow chains where it is required by law.

**2.4** In accordance with the provisions of art. 1588 civ code, the Customer undertakes to compensate the Lessor for any damage, for any reason that occurred to the vehicle, if it does not prove that the damage occurred due to attributable to the Customer himself. Damage will be detected and quantified by applying the "Damages Table" and the criteria as per the relevant Explanatory Sheet. These documents, which form an integral part of these general terms and conditions, are available on the website [www.differentcar.it](http://www.differentcar.it) will be given in copy to the Customer at the time of the conclusion of the rental contract. The amounts shown in the "Damages Table" are determined on the basis of the values taken from the price lists of manufacturers and also include the labor costs consumer products, garbage disposal and technical non-use of the vehicle relating to the time necessary for the repair and the spare parts retrieval. Only for damage not covered by the aforementioned "Damages Table" will be estimated through a specific technical report, on the basis of the Price Lists of the manufacturers, also considering the labor costs, consumer products, garbage disposal and technical non-use of the vehicle. For any damage to the vehicle and/or partial/total theft attributable to the customer, the customer will be also charged a fee of € 50.00 + VAT for the related additional service. At the time of subscription of the contract, the Customer is obliged to pay, by credit card, a security deposit, the amount of which in accordance with the tables published on the website [www.differentcar.it](http://www.differentcar.it) - is indicated in the individual contract of rental and submitted to the Customer's reading before signing up. The sum will be returned to the Customer if, at the end of the contractual relationship, the vehicle will be returned undamaged and complete with all parts and accessories. For any damage relating to the

vehicle, parts thereof or accessories, attributable to any case, including, by way of example and without exclusion of other events, the assumptions of accident - with or without collision with other vehicles - as well as theft or fire, both total and partial, the Lessor is entitled to charge customer's credit card an amount of money equal to the extent of the damage occurred. However, it is agreed that the aforementioned charge may not exceed the maximum values (ie penalties) indicated in the individual rental agreement - respectively with reference to the hypothesis of damage to the vehicle (CDW penalty) and that of theft and/or fire (TLW penalty) -, in accordance with the tables published on the website [www.differentcar.it](http://www.differentcar.it) and read by the Customer before signing up. The Limitation of compensation within the above mentioned values penalties CDW and TLW operates only on condition that the harmful event is not attributable to malicious serious fault of the Customer and gross negligence of the Customer, in any case, provided that the damage does not pertain to one of the following parts of the rented vehicle:

1) all car glasses; 2) tyres; 3) undersides; 4) roof or hood (if convertible); 5) mechanical parts; 6) door locks; 7) upholstery; 8) internal parts in general; 9) all vehicle accessories; 10) car documents (including insurance documents); 11) car keys, license plates, triangle, safety kit, high visibility vest. The customer may further limit its liability by signing the optional clause "Super kasko", the cost, to be paid at the time of the stipulation, is indicated in the individual rental contract - in accordance with the tables published on the website [www.differentcar.it](http://www.differentcar.it) - and submitted to the Customer's reading before the Subscription. As a result of the "Super Kasko" clause, the Customer is exempt from the payment of the aforementioned penalties, except for rentals related to the Luxury car group for which the Customer is still responsible for the payment of penalties for damage (CDW) and theft/fire (TLW), in accordance with the tables published on the [www.differentcar.it](http://www.differentcar.it). It is also agreed that in the case of commercial vehicles (vans) the subscription of the "Super Kasko" clause does not free the Renter totally from his liability for the event in its entirety but the Renter is still liable for a residual amount of the penalty chargeable, as evidenced in the contract individual rental and in accordance with the tables published on the website [www.differentcar.it](http://www.differentcar.it) and submitted customer's reading before subscribing. The elimination of CDW and TLW penalties, provided for in the in question, is effective provided that no damages occur to the following items and parts of the rented vehicle:

1) all car glasses; 2) tyres; 3) undersides; 4) roof or hood (if convertible); 5) mechanical engineering parts; 6) door locks; 7) upholstery; 8) internal parts in general; 9) all accessories of the vehicle; 10) car documents (including insurance documents); 11) car keys, license plates, triangle, safety kit, high visibility vest. As an alternative or in addition to the "Super Kasko" clause, the Customer may also subscribe to the "Pai", the cost of which, to be paid at the time of the stipulation, is indicated in the individual contract of rental - in accordance with the tables published on the [www.differentcar.it](http://www.differentcar.it) website - and submitted for reading customer before subscribing. As a result of the "Gold Kasko" clause, the customer is exempted from compensation due in case of damage caused to the following parts of the vehicle : all car glasses, tyres, undersides, roof or hood. In addition, the signing of the optional "Pai" clause guarantees a risk coverage driver, as shown in the following summary.

Warranty	Amount in (€)	Franchise - Duration

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Death or permanent disability	100.000	franchise	5%
RSC (reimbursement of care expenses)	4.000	franchise	5%
IR (hospitalization indemnity)	50 per day	franchise	7 days
		MAXIMUM COMPENSATION	14 days

Included in the here above maximum	sublimite
Reimbursement of travel expenses of the insured party for his sanitary return	€ 1.500,00
Reimbursement of railway / flight tickets of a family member	€ 300,00
Reimbursement of expenses for the transportation of the insured party's corpse	€ 2.000,00
Reimbursement of expenses of the passengers (further to sanitary return)	€ 1.000,00

All expenses reimbursement benefits will still be provided as long as the claims have occurred more than 150 km from the insured person's municipality of residence. In addition, in the event that the driver has 75th year of age at the time of the accident, the insurance is provided with the application of the limitations and deductibles:

a) the amounts insured for all guarantees shall be reduced by 50%; b) allowances on permanent invalidity they are intended to be doubled; c) no other special conditions are in place, even if they are mentioned. Alternatively, if the Customer wants a broader coverage than that guaranteed to him by subscribing to the both of the above clauses "Mini Kasko", "Pai" and "Road Assistance Plus", may sign the clause "Super Kasko" and "Gold Kasko", the cost of which, to be paid at the time of stipulation, is indicated in the individual rental contract – in accordance with the tables published on the [www.differentcar.it](http://www.differentcar.it) website – and read by the Customer before signing up. As a result of the "Super Kasko" clause, the customer enjoys the same limitations of responsibility and coverage deriving from the joint subscription of the "Super Kasko" and "Road assistance plus" and, in addition, is exempt from the obligation to compensate for damages mechanical parts of the vehicle (except for damages caused by wrong/unclean refueling or freezing fuel) and to the car keys (damages/loss) . Signing the optional "Gold Kasko" clause exempts the Customer in full from the payment of damages (CDW) and theft/fire (TLW) penalties also for rentals related to the car group L. It is expressly agreed that the effectiveness of the clauses "Mini Kasko" "Road assistance plus" and "Gold Kasko" operates only on condition that the event is not attributable to malice (willful misconduct) or gross negligence of the Customer. The lessor's right to full compensation, where the damage caused by the damage to the is attributable to malice or gross negligence of the Customer. It is expressly agreed that the clauses "Mini Kasko" "Road assistance plus" and "Gold Kasko", do not produce

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their respective effects, when damage to the vehicle, its parts or accessories are caused by vegetation and due to driving on unpaved roads. Furthermore, during the check in, some damages may not be immediately evident, for example those caused to inaccessible components of the car (engine, tank, clutch, etc ...) or hidden due to poor lighting, cleanliness of the vehicle and / or adverse or weather conditions; if damage of this type is detected, we will inform the customer after the detection, providing all the documentation proving what has been found, before charging the related costs. In such cases, assuming the serious fault of the Customer, the same - where, pursuant to art. 1588 civ code, do not prove that the damage does not is attributable to him - he will have to compensate the Lessor in full for the damage caused. Regardless of the aforementioned clauses "Mini Kasko" and "Road assistance plus", always saves the proof article 10 of the Directive. 1588 civ., the damage to mechanical parts, the door locks, the upholstery, the internal parts in general, all the accessories of the vehicle, the documents (including the insurance certificate), the car keys, the plates, the triangle, the safety kit and the high visibility vest. In the event of an accident, the lessor will, however, charge the Customer, as a precaution, a quantified sum through the application of the "Damages Table", i.e. (for damages not covered by it) through a special pending the closure of the file by the Insurance Company. In the presence of compensation insurance policy, this will be led to the decomputing of any penalties applied to the Customer. If the damage is attributable to the Customer, he will also be charged the cost of the damages report, if carried out, and the Postal charges. In addition, for any damage attributable to the customer's responsibility pursuant to art. 1588 code civ., will be totally charged for the loss of profit resulting from the technical stop (non-use) for the necessary repairs. In particular, for the damages displayed on the "Damages Table", the technical non-use is one of the items constituting the fixed amount there reported while for the damages not displayed on the above table the renter will be charged for a sum calculated according to the official rates, equal to the amount due if the rental was continued for a period corresponding to the technical stop (non-use) period. It is moreover, it is agreed that, without prejudice to the evidence referred to in Article 10 of the Directive, it is for the National Court to determine whether, in the light of the circumstances of the 1588 civ. code, in the event of a failure or damage that results in the immobilization of the vehicle, the Lessor is authorized to charge the Customer the amount for towing as indicated in the "Damages Table". It is also established that, if after the Customer has requested the intervention of the tow truck does not give rise to the towing of the vehicle by choice or in any case by fact referring to the Customer himself, or to repair on site, the customer will be charged the cost of the intervention to the extent of the 100% of the cost of towing. The Customer may further limit his contractual liability by subscribing to the optional "Road Assistance" cover, the cost of which, to be paid at the time of stipulation, is indicated in the individual rental contract - in accordance with the tables published on the website [www.differentcar.it](http://www.differentcar.it) - and submitted to the Customer's reading before subscription. As a result of the clause "Road Assistance", the Customer is exempted from the obligation to pay the amount of towing, in case of accidental breakdown or subsequent damage to the accident, provided that the need for the towing itself is not caused by an event due to his or to his grave fault. The aforementioned clause "Road Assistance" and "Road assistance plus" does not in any case eliminate the responsibility for towing in the event of fuel freezing, incorrect/impure refuelling, loss of keys or forgetfulness of the same inside the vehicle. In the event of violation of the street Code and/or other provisions, including regulatory ones, governing road traffic in urban areas and the customer or the driver, even if different from the Customer, the customer is obliged to indemnify and hold harmless the Lessor from any fines issued by the competent Authorities. If, together with or separated from the aforementioned sanctions, the administrative detention and/or seizure of the vehicle is ordered, the Customer it must also pay the rental price of the vehicle, calculated on the basis of the official rate, for between the date of administrative detention and/or seizure and the cessation of the effects of the measure applied. It will also indemnify the Lessor of any expense of the administrative procedure in question. And It is also agreed that in the event that at the time of return of the vehicle, taking into account

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the criteria indicated in the Package Sheet of the "Damages Table", it should be noted that it needs to be cleaned or sanitization, the Customer will be charged the sum established respectively by the "Damages Table". The vehicle is delivered in perfect condition and it has to return in the same condition. Upon drop off of vehicle, it is the customer's responsibility to check the state of the vehicle together with the Lessor desk staff. In the event of a joint failure to verify, which is not attributable to omissions and/or of the Lessor, the Customer authorizes the Lessor to charge an amount equal to the amount of damage found on the vehicle. However, it is without prejudice to the Customer's right to provide the evidence referred to in art. 1588 code civ. If no accident has occurred, in order to allow the Lessor to protect his rights against fraud or unfounded claims, the Customer must, however, at the time of the return of the vehicle, explicitly declare that you have not suffered or caused any event.

**2.5** In case of an accident, the Customer is obliged to: a) inform the Lessor immediately by e-mail, telegram or fax and send him a detailed report within 24 hours using the form to be found among the vehicle's documents; b) inform the nearest Authority and obtain a copy of the report must be forwarded to the rental station within 24 hours; c) fill in all parts the Accident Report Form (CAI), in all its parts, sign it and have it signed by the other party, taking note of the names, addresses and contact details of the witnesses, the license plate numbers of all the vehicles involved, the data relating to the insurance and ownership of such motor vehicles; d) provide the Lessor with any other useful information, e) follow the instructions that the Lessor will provide regarding the custody and/or repairs of the vehicle. In the event that customer does not submit the fill in all parts the Accident Report Form (CAI), completed in all its part (and signed by the counterparty - or, where this is not possible, does not at least fulfil the information obligation referred to in the previous letter a) - together with the report drawn up by the Authority and/or does not comply with the other formalities indicated above the customer remains responsible for the full value of all damage caused to the vehicle, thus regardless of the limit charged as a penalty or by the signing of the clauses "Mini Kasko" "Road assistance plus" "Super Kasko" and "Gold Kasko". In case the fault for the accident is potentially not the Renter's, the Lessor will charge him, by way of precaution, for an amount sticking to the "Damages Table" or by specific damage report for those damages not displayed there, awaiting the payment of the damages by the third party's Insurance Company. Moreover, the Renter is obliged to inform the desk staff of the pick up office about any possible damage (even if of a small extent and regardless of how this has occurred) and to leave a detailed written report. If this is not done, the Renter will not be freed from the contract obligation even if he has subscribed the "Mini Kasko" "Road assistance plus", " Super Kasko" and "Gold Kasko" clauses. Furthermore, the Renter will be charged for all damages caused to the vehicle as well as the technical nonuse. In particular, for the damages displayed on the SBC "Damages Table", the technical non-use is one of the items constituting the fixed amount there reported while for the damages not displayed on the above table the renter will be charged for a sum as technical non-use stated as per the official rate, equal to the amount due if the rental had been extended for a period of time necessary to carry out the repair and to retrieve the spare parts.

**2.6** The Customer undertakes to return the vehicle and keys to the Lessor's offices by the date indicated on p. 1 of the rental contract, with the same accessories and in the same state in which it was delivered to him. The rental is deemed closed upon receipt of the keys by the lessor's staff. Delivery in a manner other than those indicated on the rental contract is for consideration, with charge the Customer for the costs incurred in driving the car to the place indicated on the contract. Whenever the vehicle is not returned within the stated date, the Lessor has the right to regain physical possession of the vehicle, whenever and wherever this is possible, by any means whatsoever even against Renter's will and the Renter will be liable for all expenses occurred by it. In this case, the Lessor will be exempt from all liabilities regarding objects left inside the vehicle. In the event that the Customer leaves the keys inside the vehicle, closing it, he will have to pay of any expenditure incurred for the opening and recovery of the same, plus the sum, in accordance with the official rates, relating to the period of time required for the execution of repairs and

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the retrieval of spare parts (loss of profit for technical non-use); However, the cost of the damage report will be charged for the additional service fee and the postal charges.

**2.7** The Customer undertakes to pay the Lessor for: a) the rate inherent in the established rental period provided for the category of car chosen at the time of the conclusion of the rental contract and specified therein on p.1; b) the one way fee which will be applied if the vehicle is returned to a different location. The amount of this surcharge is indicated in the individual rental contract signed by the Customer; c) the One Way fee for the GPS which will be applied if the GPS is returned to a different location, in case of return of the aforementioned accessory in a place other than the one at the beginning of the rental. The amount of this supplement is indicated in the contract, d) the VAT (governmental tax) in force at the time of closure of the rental agreement; e) the amount required to tank or restore its initial level and refuelling service (in case the customer does not return the vehicle with the tank full of fuel and in any case with the same level of fuel at the beginning of the rental); f) any sums due as penalties; g) supplements contractually provided for in the case of signing one of the clauses "Mini Kasko", "Pai", "Road assistance plus" "Super Kasko" and "Gold Kasko" ; h) the airport and downtown surcharge(calculated as a percentage on all rental on the whole rental amount before fuel and VAT) as reported on the individual rental agreement; i) the surcharge in case of delivery and/or resumption of the car outside the normal working hours. This surcharge is € 50 + I.V.A., (per car) within 1 hour after the office closes; € 60.00 + I.V.A. (per car) from 2 hours after the office closes; € 70.00 + I.V.A. (per car) by 1 hour after the closure of the office for all deliveries of the car outside the normal hours of work during the holidays. The limited mileage rate is determined by odometer reading. The Customer is required to periodically check that the odometer is working properly and undertakes to immediately notify the Lessor of any malfunction, following, in this case, the instructions that will be given to him. If at the time of return, the odometer will appear tampered with and/or not in order, the mileage rate will be determined on a flat-rate basis on the basis of a journey of 200 kilometres per Day. As often as a rate is to be commensurate with the number of days, the term "day" defines a period of 24 hours or fraction starting from the moment the vehicle was delivered to the Customer, unless that the rate does not provide otherwise. There is a maximum tolerance of 59 minutes beyond which it will be charged an extra day of rental. In any case, all charges are subject to final audit by the pick up location and/or the drop off location and or the Invoicing Department.

**2.8** The Customer undertakes to notify the Lessor, at the time of signature of the rental contract, of any additional drivers, who shall have the same obligations as the customer himself regarding the conditions of the rental contract. To this end, the Customer undertakes to pay the additional fee established by the rate at the time of rental, the amount of which is indicated in the individual rental contract.

### **3. PROHIBITION OF PASSAGE OF THE CONTRACT**

**3.1** The sale or conclusion of the rental contract in the name and on behalf of a third party is prohibited.

**3.2** The Customer is responsible, in any case, for the actions and/or omissions of anyone who conducts the vehicle.

### **4. THEFT AND FIRE**

**4.1** In the event of theft and/or fire of the vehicle (both total, partial and/or attempted), the Customer undertakes to report the fact to the competent authorities and to hand over to the Lessor a copy of the report authenticated by the Authorities themselves. In this case, the payment of the rental is due until the date of delivery of the copy of this report at the rate agreed at the beginning of the rental, if the complaint



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is delivered after the scheduled date of the drop off date, at the official rate. In the event of total theft of the vehicle dependent on the customer's malice or gross negligence, in added to the penalty or claims for damages mentioned above, they will be charged an amount equal to the cost of the determined on the basis of current prices at the time of charging. When the theft occurs, the Customer must, in any case, return the original keys of the vehicle. Failure to return the keys of the vehicle means a presumption of negligence of the Renter for the purposes of compensation unless the Renter can prove that he is not liable for the occurred event. In the case of signing the "Super Kasko" clause and "Gold Kasko", what has already been expressed to superior Art. 2.4. In case of theft of the vehicle, with subsequent discovery, if the customer has damage or missing parts, the Customer will remain obliged to of the Lessor to compensation within the limits of the TLW penalty.

## **5. TAX DOCUMENTATION**

**5.1** A personalised invoice will be issued only when requested by the Customer at the time of signing of the rental agreement and the same has declared it's taxpayer's code number and/or VAT registration number.

## **6. EXONERATIONS, EXCLUSIONS, CONTROVERSIES, MISCELLANEOUS**

**6.1** In accordance with the provisions of Art. 33, co. 2 letter (a) and (b) and of art. 36, co. 2, letter. a) and b) of Legislative Decree 6 September 2006 n. 205, the Lessor will be responsible only for cases of death or personal injury caused by fault or omission of the Lessor and/or damage suffered by the Renter due to total or partial failure or inadequate performance of the Renter itself. The Lessor shall not be required to keep any item that may have been left in the vehicle upon drop off.

## **7. AUTHORISATION FOR TEMPORARY EXPORT**

**7.1** The Lessor authorizes the Customer to drive the allocated car abroad (see art. 2.3 of these conditions general rental contract) under a temporary export basis. The authorization is not extended to countries indicated in the appropriate box on p. 1 of the rental contract and to the countries where the state of war exists and/or political unrest.

## **8. PROHIBITION OF THE MODIFICATION OF THE CONTRACT GENERAL CONDITIONS**

**8.1** No changes may be made to these General Conditions unless previously authorized general management of JOPARKING SRL.

## **9. RENTAL PAYMENT**

**9.1** The payment of the full amount of the rental is due at the time of the conclusion of the contract. At the same time, the Customer must sign, on page 1 of the rental contract, the authorization to charge, on the credit card, fuel and/or any fines and/or amounts as a penalty (so-called "Additional Payment"). After the agreed rental, the Lessor is authorized to issue an interest charge at the official discount rate increased by 4 points, except for compensation for the increased damages, with effect from the date of conclusion of the rental contract.

JOPARKING SRL

Sede legale: VIA S.RE RUSSO, 6 90040 TRAPPETO (PA)

P.IVA 06573080824 SDI: M5UXCR1 PEC: [joparking@pec.it](mailto:joparking@pec.it) Fax:0918771103

## **10. ACTS OF VANDALISM**

**10.1** Of all damage caused as a result of vandalism during the period in which the vehicle is customer's possession, both in his presence and in his absence, the customer will be liable to the the Lessor, unless he has signed the "Gold kasko" clauses. The Customer is obliged to submit, at the time of return of the vehicle, a proper declaration issued by the competent authorities, on pain of paying all damages. If the Customer has signed only the "Mini Kasko" clause, the "Road assistance plus" or "Super Kasko", damage from vandalism is not covered.

## **11. LOCATION**

**11.1** By signing the rental agreement, the Customer expressly and unreservedly authorizes the Lessor, or other subject by the same person, to remotely monitor the correct use and operation of the car leased through satellite alarm systems.

## **12. COMPLAINTS**

**12.1** Any complaint to be submitted to the Lessor must be sent in writing no later than 10 days from the end of the rental.

## **13. ITALIAN LANGUAGE FOR THE INTERPRETATION OF THE CONTRACT**

**13.1** The Italian text of these General Conditions of Contract prevails in the event of any dispute arising from differences with the English version, since the Italian one expresses the exact will of the parts.

## **14. EXCLUSIVE COMPETENT COURT**

**14.1** For any dispute arising from this agreement, the parties agree that the Court of Palermo is competent. The rental contract is governed by Italian law, therefore, for any dispute it relates, only Italian law are applied before any Authority or Court.