

NOLEGGIOEASY

RENTAL TERMS AND CONDITIONS

1) Delivery and return of the vehicle

At the time of delivery and before collect the car the Customer agrees to give timely notice of any internal or external defects or anomalies of the Vehicle that are not noted on NoleggioEasy forms. In the absence of any such notice, it shall be deemed that the Customer received the Vehicle in perfect working order and in any case in accordance with the forms signed by the Customer. The Customer agrees to return the Vehicle in the same conditions in which he or she took delivery thereof, except for any normal wear and tear in relation to distance travelled in kilometers, in clean condition compatible with normal use, including tires, fittings, documents and complete equipment outfit.

The Customer takes delivery of the vehicle with the signing of the rental contract free from any goods or goods, with the relative documents, in accordance with the times and places indicated in the rental contract, in the same conditions in which it was taken over, as acknowledged in the delivery report signed by the same Customer, except for the wear proportionate to the duration of the rental and the traveled distance.

The Customer is responsible to test the condition of the vehicle together with the rental staff, making sure and signing any discrepancies in the delivery report with respect to what is indicated in the rental letter. In case of missed verification, the Customer authorizes, from the signing of the rental contract, the Lessor to debit the card account or to deduct from the security deposit in cash, the cost of any damage found on the vehicle up to 30 days after the date of return.

The responsibility of the Customer is, however, limited to the excess set by the tariff, in force at the time of the signing of the freight contract, of which he declares to have read; this deductible is due in any case of accident, even if the damage occurred without having violated any of the contractually assumed obligations and, in any case, without his fault. In any case of accident occurring without collision with another vehicle, the Customer undertakes to reimburse the Lessor for all damages suffered by the vehicle.

The Customer shall be held accountable for any damage to the Vehicle, except for any specific liability reductions purchased at the time of the rental. Noleggioeasy shall charge the Customer for the cost of the repairment of the Vehicle accordingly to the amount of the Economic Liability indicated in the Rental Agreement.

The Customer may choose to sign up for the Additional Service that reduces or eliminates the penalty in the event of damage to the Vehicle. Signing up for the Additional Service that reduces or eliminates damage liability (except for the damage due to negligence) shall not exempt the Customer from his/her ordinary duty of care in driving the Vehicle. In any case, the wheels (with the exception of any undersigned insurance liability), the underside and the roof of the vehicle, the internal and the loss of the documents and keys of the same are NEVER insured. Therefore, the Customer undertakes to pay the full amount of the deductible provided for each individual vehicle before the start of the rental, as a guarantee. This deductible will be returned if the car is returned intact and without damage caused by the customer or others. In the event of an accident, the Customer will be charged for damages suffered by the vehicle in addition to an amount, according to our official rates, equal to what would have been due if the rental had continued for a period equal to the time necessary for carrying out the repairs (this period will be determined according to the tables of the ANIA in force at the time of delivery). The relative charge and the spare parts, at the list prices of the supplying houses. The customer acknowledges and agrees that this deductible, left in cash or charged to the credit card at the time the rental agreement is stipulated, will be returned within approximately 40 working days from the return of the vehicle.

2) Claims

In the event of accident, Renter is obliged to:

A) Inform immediately Lessor by telephone the number Tel. 095 530993 or by email or by other means within the following 24 hours transmitting a detailed report filled out on the form enclosed with the car documents (CID form) (and send the C.A.I. form thoroughly filled in within 24 hours or, in the absence of C.A.I. form, a detailed event report).

B) To inform the nearest competent Police authority and obtain a copy of the report which must be forwarded to the rental within 24 hours; C) to complete the Friendly Accident Statement (CID form), in all its parts, sign it and have it signed by the other party, taking note of the names and addresses of the parties and any witnesses, of the plate numbers of all the vehicles involved, data relating to insurance and ownership of the same vehicles; D) to provide the lessor with any other useful information; E) to follow the instructions that the lessor will provide regarding the custody and / or repairs of the vehicle. If the Customer does not present completed the friendly declaration of accident together with the report filled by the Police or by the local Authorities of the place, the Customer will remain responsible for all damages and will be required to compensate them, as well as to pay the cost of the rental, according to our official rates, as if the rental had continued for the necessary time to the repairs works.

E) Follow Lessor's instructions concerning the provision to be made for custody or repair of the vehicle. In case of failure to perform any of the above-mentioned obligations, Renter shall be held liable for the damages suffered by the vehicle even in case of a potentially active accident.

3) Customer obligations

At the car pick up the Customer undertakes to indicate the date, place and office where he will return the vehicle, as indicated in the rental letter. In the event of failure to authorize the re-delivery beyond the deadlines, the Client authorizes the Lessor to recover the possession of the vehicle at any time and place by any means. The vehicle may be driven by the Customer whom this rental agreement is made out to and by other persons both in Italy and in permitted foreign countries, listed on the Specific Terms and Conditions, only after written consent has been given by NoleggioEasy and only once the additional fee indicated in this Agreement has been paid; to take care of routine maintenance, where required in relation to mileage, greasing, checking the levels of lubricants, brake oil and coolant; to proceed with any violation incurred during the rental and to reimburse the Lessor for any other expenses incurred; to indemnify the Lessor from any claim made by third parties for damages suffered by them in the goods transported or otherwise found on the vehicle. The Customer acknowledges that he does not hold any real right on the vehicle and that he cannot therefore dispose of it in any way or even, obviously, to deliver it to a lien.

E-mail: info@noleggioeasy.com

NoleggioEasy - Biztruck Srl
Piazza Galatea, 2
95129 Catania

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

- not to use, even through third parties, the vehicle for transport for consideration of persons or property;
- not to sublease or rent even with driver, the vehicle;
- not to transport animals (with the exception of guide dogs), substances and anything else which, due to its condition or odor, may damage the vehicle and / or delay the possibility of renting it again; in case of extraordinary cleaning of the vehicle, the customer will be charged the rate of € 30,00;
- not to perform any repair work on the rented vehicle without the Lessor's written consent;
- to immediately inform the Lessor of any faults in the vehicle by interrupting the movement of the same, furthermore, the customer acknowledges and accepts that any delivery of a replacement vehicle is only at the lessor judgment.
- not to use the vehicle for races, tests, competitions, nor for driving school; neither to tow or push other vehicles without the explicit consent of the Lessor, neither for circulation in prohibited areas, nor in violation of the highway code or other regulations and in general for any purpose contrary to the law; finally not to drive it on unpaved roads or in any case unsuitable for the vehicle;
- not to drive the vehicle under the influence of psychotropic substances: such as, for example, drugs, narcotics, alcohol or intoxicants or other substances capable of impairing the ability to understand and react;
- to circulate the vehicle in member countries of the Community as well as Vatican City, San Marino, Monaco, England, Andorra, where the green card is valid.
- Not to circulate the vehicle where there are political unrest and/or wars in progress and in all countries not belonging to the European Union and in Estonia, Latvia, Lithuania .. In case of transit in countries where the Customer has committed not to circulate the vehicle, the insurance coverage and the limits of limitation and exclusion of its responsibility will no longer be effective and any cost or damage to the Lessor would have to be sustained due to failure to comply with the commitment assumed will remain the responsibility of the Customer who must, respectively, repay it and compensate it.

Any unauthorized or unlawful use by Contract and/ or by law obliges the Customer to reimburse the consequent damages, possibly also jointly with any other driver, and involves the loss of any limitation of responsibility. The Lessor reserves the right to take back the vehicle at any time and in case of violation of the provisions of this article. Whoever signs this rental contract in the name or on behalf of another person is bound jointly and severally with him regarding the obligations of this rental agreement without the benefit of preventive enforcement. Renter who signs the rental contract is in any case liable for the behavior of any persons driving the vehicle. Moreover, all additional drivers included in the rental agreement must present a valid driving license and bear the additional cost of ADDITIONAL DRIVER. The driving license must always be in original and valid at the time of the rental of the car and with expiration after the expected return of the same. It must be issued for at least one year. The driving licence must not have abrasion and must not be deteriorated in such a way that it is illegible. For driving licenses issued in countries not belonging to the European Union, the customer must show, together with his licence an international driving permit. Minimum age allowed: 21 years without any additional costs (however, the guide is also allowed for adults, aged between 19 and 20, upon payment of the young driver supplement) for the rental of all car groups except for groups L. Maximum age allowed: 79 years (completed)

4) Extension of the rental and advanced return.

The Customer, in case of prolongation of the rental beyond the initially agreed term or foreseen, is required to contact the Lessor's office in which he / she has collected the vehicle for the relative communication - or by e-mail (info@noleggioeasy.com) or by phone at 095/530993. - both to allow the extension of the insurance coverage of the following pages and to allow the updating of the Lessor's availability.

A tolerance of 60 minutes is allowed for all tariff ranges; after this deadline, the Lessor is authorized to charge the customer the highest rate in force for the period not agreed.

Furthermore, the extension can be accepted by the the lessor's judgment.

At the rental end, as described above, the Customer is required to physically return the vehicle and sign the extended rental contract

In case of early return you will not be entitled to any refund.

Car drop off: In the event that the car is returned to a different station than the one where the car has been rented (journey to leave), the Customer is required to pay a supplement to be agreed at the counter according to the place of delivery. This supplement becomes equal to € 800,00 between Sardinia and Sicily and between Sardinia and mainland Italy or vice versa.

The Customer who makes a car reservation with the Lessor, or who subscribes to the rental agreement, is aware that the vehicle entrusted to him is an instrumental asset of the Lessor for his activity, the Customer hereby undertakes to guard the vehicle and maintain it in the same conditions in which it is entrusted by it in full compliance with the Highway Code in all its rules without excluding any rule.

Therefore, the Client renting with the Lessor authorizes the rental company to charge the renter with an invoice the amount of € 30,00 + VAT as Administrative Expenses in the event that:

- The Client sends to the Lessor fines or unpaid fines, raised during the rental period;
- the customer has returned the car damaged (administrative charge per claim);
- The Customer has been seized the vehicle, the Lessor will charge the afore mentioned supplement (€ 30,00 + VAT), for each day of vehicle seizure (technical shutdown);
- If the customer has violated the use of any private, public, condominium, etc. (S.a.park);
- Whenever an authority managing the motorway network contests the non-payment of any motorway tolls (s.a motorway).

5) Indemnification

WEB site: <http://www.noleggioeasy.com>

According to the law that for the deduction of points on the driver's license the Customer undertakes to allow the Lessor to provide his data, license number, as well as the signed copy of the rental contract to the authorities that have taken over the infringement by turning over the fine to the customer.

6) Debits and administrative detention

The customer authorizes the Lessor to debit and collect the amount due as compensation for the damages suffered, even if detected even after the return of the car. Furthermore, for each day of non-use of the vehicle, a further € 30,00 + VAT will be charged for each day of detention.

7) Failure to return the vehicle or accompanying documents and / or license plate.

For insurance purposes only, the failed and unmotivated return of the vehicle, duly reported by the Lessor to the Competent Authorities, will result, after 6 (six) months from the report, the equalization of the indemnity protection to that of the total theft event.

In case of failure to return the accompanying documents to the vehicle and / or to the license plate, the Customer undertakes to pay a sum equal to the "Standard" daily rental rate for the vehicle for each day necessary until the actual reconstruction or duplication of the same documents, except for the reimbursement of the relative expenses and the compensation for further damages.

8) Theft or fire

In the event of theft or fire of the vehicle, the Customer undertakes to report the fact to the Police Authorities and to deliver to the Lessor a certified copy of the report with the car keys. In this case the hire is due up to the delivery date of the copy of the report at the rate agreed at the beginning of the rental, or at the official rate in force if the complaint is delivered after the scheduled return date, plus the total of the full fuel of the vehicle. Together with the copy of the complaint, the Customer will have to return the keys and the burglar alarm to the Lessor, otherwise the Lessor will demand an amount equal to the entire value of the vehicle. The customer therefore undertakes, at the request of the lessor to pay the aforementioned amount. The theft and fire policy covers the value of the vehicle in excess of the franchise in force at the time of signing the rental contract. In any case, the Customer cannot demand the return of the excess.

9) Not collected car

For customers who, once they have confirmed their reservation, do not have to present themselves for the collection of the vehicle (c.d. no show / no collection), the Lessor may charge the entire cost of the reservation.

Furthermore, the Lessor will not only be unable to guarantee the service, but will automatically be released from any type of loss by the Customer. The latter cannot exercise any request as a "reimbursement", as the Lessor, as a guarantee of the service for the customers, for each reservation he confirms not only incurs costs to guarantee the service but takes on all internal and external costs for the availability of the vehicle, and those ancillary services that must be prepared for the vehicle's circuiting before being delivered to the Customer.

10) Obligations of the lessor.

The Lessor undertakes to reimburse the Client for the sums he has paid for repairs due to vehicle breakdowns as long as previously authorized in writing by the Lessor and justified by an invoice (up to € 100,00) payable to the Lessor and whose tax information can be taken from page 1 of this rental agreement. The Lessor guarantees that against the civil liability of the Customer and of any other person authorized to drive the vehicle, an insurance policy is in force which provides a guarantee for damages to persons, things or animals. The Customer declares to accept and comply with the terms and conditions of the policy.

11) Lessor Liability

The Lessor is not liable for losses and damages resulting from vehicle breakdowns, failed or delayed delivery, delivery of a vehicle other than the booked category, goods deterioration or damage of any other kind, except in the case of fraud or negligence.

The Lessor is not liable to the Client or any other person for damages suffered of any kind, including economic damage to persons or property due to breakdowns, thefts, fires, traffic accidents, earthquakes, wars or force causes greater. Items left by anyone inside the vehicle are considered abandoned and the Lessor is not obliged to keep them or return them.

12) Customer's express authorization to manually debit the credit or debit card for a month following the day the vehicle was actually returned.

The Client who rents with the Lessor authorizes him to manually debit his credit or debit card account, and for the term of one month following the date of actual return of the car, any amount requested by the Lessor himself for accounting and payment of extra days of the rental, or for the accounting and payment of non-apparent damage to the rented car discovered later.

13) Customer's express authorization to charge the credit or debit card manually for a year following the day the vehicle was actually returned.

The Client who rents with the Lessor authorizes him to manually debit his credit or debit card account, and for the term of one year following the date of actual return of the car, any amount requested by the Lessor himself by public bodies and / or private and whenever this is necessary for the accounting and payment of administrative expenses resulting from notification or re-notification of reports of administrative reasons, or of other acts such as: infringement reports, or minutes of disputes concerning administrative offenses, orders, injunctions for violations of the highway code or for violations of other laws and / or regulations sanctioned administratively, taking into account the slowness of the bodies of municipal and / or ministerial police forces.

14) Translation

In the event of any disputes arising from differences between Italian and English version, the Italian version will prevail, since it expresses the exact will of the parties; the English version is a mere translation.

The Customer, by signing the rental agreement and this General Terms and Conditions of Rental Terms and Conditions, hereby declares to have read and accepted all the articles and points that constitute them, as well as those present in the General Rental Conditions

.....
Client's signature (read and understood)

Pursuant to the articles 1341 and 1342 of the Civil Code the customer declares to have read and understood, as well as expressly accepted, the following clauses of the General Terms and Conditions:

1) DELIVERY AND RETURN OF THE VEHICLE. 2) LEFT. 3) CUSTOMER OBLIGATIONS. 4) EXTENSION OF RENTAL AND RETURN IN ADVANCE. 5) MANLEVA. 6) CHARGES AND ADMINISTRATIVE STOPS. 7) FAILURE TO RETURN THE VEHICLE OR THE PROPERTY AND / OR PLATE DOCUMENTS. 8) THEFT OR FIRE. 9) FAILURE TO PICK UP. 10) OBLIGATIONS OF THE LESSOR. 11) LIABILITY OF THE LESSOR. 12) EXPRESS AUTHORIZATION OF THE CUSTOMER AT THE MANUAL DEBIT ON THE CREDIT CARD OR DEBIT FOR A NEXT MONTH A DAY OF THE EFFECTIVE RETURN OF THE CAR. 13) EXPRESS AUTHORIZATION OF THE CUSTOMER AT THE MANUAL DEBIT ON THE CREDIT CARD OR DEBIT FOR A YEAR AFTER THE DAY OF THE EFFECTIVE RETURN OF THE CAR. 14) TRANSLATION, WITH ALL THE CLAUSES CONTAINED IN THE SUBSTANTIALS. LCS.

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Client's signature (read and understood)