



GENERAL RENTAL CONDITION FOR CAR

Art. 1 (Parties to the Agreement)

1.1 The Renter (hereinafter referred to as the "Driver" or "Customer"), by signing the order form (hereinafter referred to as the "Contract") with Europmoto Rent S.R.L. (hereinafter referred to as the "Lessor"), declares that they have read and accepted the terms and conditions set out below.

1.2 The Lessor delivers to the Renter the vehicle (hereinafter also referred to as the "vehicle") specified in the rental contract in perfect condition and suitable for the agreed use. These terms and conditions apply to the Renter and to any other Driver expressly indicated in the order form. All the above-mentioned parties shall be jointly and severally liable for the rented vehicle.

1.3 An additional driver is defined as a person identified and authorized to drive the rented vehicle. Such driver shall be equally liable to the Lessor and under the Order Form as the main driver.

1.4 Any third-party drivers, or the paying party, jointly assume towards the Lessor all obligations and duties arising after the execution of the contract.

1.5 In both cases, Customers declare that they have provided the Lessor with truthful personal data for identification purposes and have submitted documents conforming to the originals and currently valid, being aware that false declarations are punishable by law.

Art. 2 (Subject of the Contract)

2.1 The order form is part of the official rental documents and must be signed by the Customer in order to proceed with the rental. Once signed, it constitutes a rental request. By accepting the contract, the Customer becomes a party to it.

2.2 The contract summarizes the rental conditions, including the applicable financial conditions,

services and accessories included in the agreed contract. In case of conflict between these general conditions and the contract, the provisions contained in the latter shall prevail solely with reference to the vehicle rental grant.

2.3 Additional official rental documents include the vehicle delivery report (Check-out) and return report (Check-in), which respectively contain information regarding the condition of the vehicle at the time of delivery to the Customer (including mileage, fuel level, bodywork notes) and the condition of the vehicle upon return to the Lessor. Such reports are accompanied by photographs useful for proving the condition of the vehicle. By signing the contract, the Customer declares that they have inspected the vehicle and received it in excellent condition, fully functional and equipped with all necessary documentation. Any damages or anomalies found in the return report shall be charged to the Customer.

2.4 The Delayed Charge Agreement constitutes a document by which the Customer authorizes Europmoto Rent to charge to the payment card used as guarantee for the rental contract any amounts identified or received after the return of the vehicle.

Art. 3 (Vehicle Collection)

3.1 By signing the "Check-out Vehicle Condition" form, the Driver acknowledges having received the vehicle in perfect order and in conditions consistent with what is stated in the signed checklist.

3.2 The vehicle is delivered with the fuel level indicated in the delivery report and must be returned with the same level. If the vehicle is returned with a lower fuel level, the Lessor shall refuel it and charge the Customer for the missing fuel plus an administrative service fee of €30.00 plus VAT, where applicable. The Customer hereby authorizes the Lessor to charge such amount using the card provided as rental guarantee.

3.3 The Customer undertakes to return the vehicle within the agreed time, place and in the same general condition in which it was delivered, except for normal wear and tear.

3.4 The vehicle is delivered with the following accessories: reflective vest, emergency triangle, wheel emergency kit, green insurance card and all documents necessary for circulation, including the insurance certificate (copies conforming to the originals), as well as any other accessory indicated in the rental contract.

3.5 At the time of delivery, the Customer is responsible for checking the condition of the vehicle together with the Lessor's staff and must promptly report any visible damages or anomalies, both external and internal.

3.6 If the Customer notices damages and/or anomalies in the rented vehicle and fails to report them in writing on the delivery report or order form, the vehicle shall be deemed accepted without reservations.

3.7 Free cancellation of the reservation is possible only if made no later than 72 hours before the actual start of the rental. In case of cancellation communicated with shorter notice, the Customer shall still pay an amount equal to the agreed rental rate for the reserved days. The same amount shall be due in case of early return caused exclusively by the Customer.

3.8 Delivery of the vehicle is subject to payment of a non-interest-bearing security deposit (see Art. 7). The amount shall be indicated by the Lessor in the contract.

3.9 The Customer must promptly check and report to the Lessor any anomalies or warning lights relating to vehicle operation during the rental period.

3.10 Driving on unpaved roads is expressly prohibited. Any damage resulting from such use shall be entirely borne by the Customer without any insurance coverage or reimbursement by the Lessor.

3.11 Animals are not permitted on board the rented vehicle, except for guide dogs and service dogs.

3.12 For safety reasons, installation of child seats is under the Customer's responsibility.

3.13 The vehicle is delivered clean and must be returned in ordinary clean conditions, except for normal use. If extraordinary cleaning or sanitization is required, including due to sand, mud, stains, animal hair, waste, food residues, bad odors, smoke or similar, the Customer authorizes the Lessor to charge the related costs according to the applicable rates, including through the payment card provided as guarantee.

Article 4 (Vehicle Return)

4.1 At the time of returning the vehicle, the Customer is required to verify its condition together with the Lessor's staff. Failure to do so implies that the Customer acknowledges the accuracy and validity of the assessment carried out by the Lessor's staff.

4.2 By signing the specific **Check-Out** form, the Customer explicitly declares that they have reviewed the photographs taken at the time of vehicle delivery and accepts them as proof of the vehicle's condition. Additionally, the Customer fully agrees with the information stated in the exit report, acknowledging that the vehicle's condition at the time of pick-up matches the documented condition.

4.3 By signing the specific **Check-In** form, the Customer acknowledges and accepts the documentation regarding the vehicle's condition at the time of return. Furthermore, the Customer acknowledges that any damages or anomalies identified at the end of the rental period will be assessed by the Lessor, who reserves the right to claim compensation in the event of confirmed liability.

4.4 Upon the natural or extended expiration of the contract, or in the event of early termination for any reason, the Customer is obligated to return the vehicle on the agreed date, time, and location as specified in the rental form. Delays exceeding 29 minutes will result in an additional charge of one full rental day, including any accessories and insurance coverage, increased by 100%.

4.5 In all cases of **non-return**, the Customer will always be considered responsible for the safekeeping and preservation of the vehicle and the provided accessories, even beyond the contractual term.

4.6 In the event of non-return, the Lessor has the right to repossess the vehicle by any means necessary, even against the Customer's will and entirely at the Customer's expense.

4.7 After returning the vehicle, the Customer shall pay or reimburse the Lessor, upon request, for all fines received, unpaid tolls, and parking tickets incurred during the rental period, in addition to the administrative fees specified in the Special Conditions, as well as any charges for additional services used by the Customer.

4.8 If the vehicle is returned remotely, or if it is returned when the offices are closed (e.g., keys left in a dropbox), the Customer will remain responsible for the vehicle and any damages until Europmoto Rent takes possession of the vehicle and verifies its condition.

4.9 During the rental period, navigation data and information from connected devices may remain stored in the vehicle. The Customer may delete them by resetting the system to its default settings before returning the vehicle, following the user manual's instructions. This deletion is optional, and the Lessor is not responsible for any personal data left in the vehicle.

4.10 Any delivery, collection, assistance or operational support requested outside business hours is considered an out-of-hours service and entails additional costs according to the Lessor's rates.

4.11 Vehicle delivery and/or collection at a location different from the Lessor's office (transfer service) must be agreed and confirmed in advance and entails additional charges.

Article 5 (Extension Options)

5.1 The Customer has the option to request one or more extensions before the contract expiration.

5.2 Europmoto Rent reserves full discretion in evaluating whether to approve an extension of the contract's expiration.

Art. 6 (Payment Methods)

6.1 Payments may be made by credit card, cash, debit card enabled for online payments, bank transfer or payment link sent by the Lessor.

6.2 Subject to system availability, international credit cards such as American Express, China UnionPay (CUP), Diners, MasterCard and Visa are accepted.

6.3 If the payment method is accepted, the Lessor may block amounts deemed necessary for execution of the contract upon authorization by the Customer.

6.4 Electronic invoice requests must be made at the time of signing the rental contract and before issuance of the fiscal receipt. Once the receipt has been issued, an invoice can no longer be issued.

Art. 7 (Security Deposit)

7.1 Upon signing this agreement, the Driver authorizes the Lessor to retain a refundable security deposit, the amount of which depends on the booked vehicle category.

7.2 The deposit shall be released upon vehicle return after verification that no damage has occurred.

7.3 The deposit may also be used to cover costs arising from loss of keys, vehicle documents, accessories, damages to third parties, theft, or fire.

7.4 The Customer authorizes Europmoto Rent to charge the payment card at the end of the rental, even in installments, for vehicle damages, traffic fines, and administrative expenses (€30 per case).

7.5 The Customer shall be liable for all traffic violations, motorway tolls, and unpaid parking tickets occurring during the rental period.

7.6 Depending on the rental options selected, the deposit may be paid by credit card, prepaid card, cash, or debit card enabled for online payments.

7.7 If the options selected online are false or unverifiable at the time of contract execution, the Lessor may apply the correct rate or terminate the agreement while retaining the rental amount paid.

7.8 Failure to pay the deposit at contract signing shall result in termination of the rental agreement attributable to the Customer, allowing the Lessor to retain 100% of the rental amount paid as penalty.

Art. 8 (Refunds and Complaints)

8.1 If the rented vehicle suffers breakdowns not attributable to the Driver during the rental period, the Driver must immediately inform the Lessor, who will replace the vehicle or refund the daily rental cost paid.

8.2 If a prepaid reserved vehicle is unavailable on the agreed delivery date, the Customer shall receive an immediate full refund.

8.3 The Customer may file complaints within 14 days from the end of the rental period. Disputes regarding charges may only be submitted after payment and no later than 30 days after the charge.

8.4 Europmoto Rent reserves the right to cancel reservations due to force majeure or unexpected vehicle unavailability, with full refund of the paid amount.

8.5 If the Customer terminates the rental early, unused rental days shall not be refunded.

Art. 9 (Customer Obligations and Liability)

9.1 The rented vehicle may only be driven by the Customer or expressly authorized drivers and exclusively within Italian territory. Violation of this obligation entails a €500 penalty.

9.2 The vehicle may not be used for transport for hire, sub-rental, towing, competitions, races, or tests.

9.3 The Driver acknowledges having no ownership rights over the rented vehicle or accessories and undertakes to safeguard them with due diligence.

- 9.4** The Customer undertakes not to drive under the influence of alcohol, drugs, narcotics, toxic substances, or any substance impairing driving ability.
- 9.5** The Customer must comply with all laws, road regulations, and vehicle use requirements.
- 9.6** Violation of any obligation or road regulations shall result in liability for all damages caused to third parties and the rented vehicle.
- 9.7** If the signatory allows unauthorized third parties to use the vehicle, they remain personally liable for any infringements committed.
- 9.8** For traffic fines notified to the Lessor, Europmoto Rent shall request re-notification to the Customer and charge €30 administrative costs.
- 9.9** The Lessor is required to communicate driver data to authorities and may charge the amount of fines plus €30 administrative fees to the payment card.
- 9.10** In the event of vehicle seizure or impoundment, the Customer shall pay the agreed rental fee plus an additional 50% daily surcharge until release of the vehicle.
- 9.11** The Customer must provide a valid driving license suitable for the booked vehicle category. Non-EU Customers must also provide a valid International Driving Permit or certified translation.
- 9.12** Europmoto Rent reserves the right not to deliver the vehicle if the Customer does not meet minimum age, driving experience, or suitability requirements.
- 9.13** The Customer must provide accurate personal details, residence address, phone number, and email address.
- 9.14** Europmoto Rent shall not be liable for loss or damage to Customers' personal belongings.
- 9.15** All accessories remain property of the Lessor and shall not be replaced in case of damage or theft.
- 9.16** Drivers under 21 years old and newly licensed drivers (less than 3 years) are subject to the "Young Driver" surcharge.
- 9.17** The Customer must refuel the vehicle using the correct type of fuel. Incorrect refueling costs shall be entirely borne by the Customer.

Art. 10 (Damages, Theft, and Fire)

10.1 In case of theft or fire, the Customer must immediately notify the Lessor, report the event to the authorities, deliver the original report within 24 hours, and return the vehicle keys.

10.2 The Customer remains liable for rental charges until the theft report is received by the Lessor.

10.3 In cases of total theft or fire duly reported, the Customer shall contribute up to the maximum deductible indicated in the order form, depending on the chosen liability reduction.

10.4 The Lessor is not required to provide a replacement vehicle in case of theft.

10.5 In case of willful misconduct or negligence by the Customer or unauthorized users, the Customer shall pay the commercial value of the vehicle.

10.6 In case of road accidents, management shall be handled exclusively by the Lessor. The Customer must immediately notify the Lessor and follow all instructions.

10.7 The Customer remains fully liable for damages where at least one of the following occurs:

- violation of road laws;
- unlawful use of the vehicle;
- breach of Art. 9 obligations;
- return of damaged vehicle without proper accident documentation.

10.8 Failure to comply with any obligation shall make the Customer liable for all damages.

10.9 Damages shall be quantified according to the "Damage Price List" accepted by the Customer upon signing the agreement.

10.10 Liability reductions do not cover damage to the underbody, roof, interiors, windshield, or mechanical parts.

10.11 The Lessor may demand payment for the entire rental period if the vehicle is damaged or rendered unusable by the Customer.

10.12 Technical downtime and unavailability of the vehicle

Where, as a result of damage occurring during the rental period and attributable to the Customer and/or an authorised driver, the vehicle is wholly or partially unusable and requires repairs, the Customer shall compensate Europmoto Rent for the period of technical downtime, understood as the period of actual unavailability reasonably necessary to restore the vehicle to safe and usable condition.

Technical downtime may also be charged for the period following the end date of the rental agreement where, due to damage attributable to the Customer, the vehicle cannot be made available for rental again.

The duration of the technical downtime shall be determined according to the nature and extent of the damage and, where available, on the basis of documentation relating to repair times, including estimates, work orders, workshop statements, invoices or other suitable documentation.

The amount due for technical downtime shall be calculated for each day of actual unavailability, up to a maximum equal to the daily rental rate applied to the vehicle under the rental agreement, without prejudice to any greater loss that is duly documented and recoverable within the limits permitted by law.

Periods of unavailability not reasonably attributable to the damage caused by the Customer, or resulting solely from organisational delays attributable to the Lessor, shall not be charged.

Technical downtime constitutes a separate item from the material cost of repairing the vehicle and may be claimed or charged in accordance with the rental agreement and the Delayed Charge Agreement.

10.13 The deductible applies only to theft, fire, and improper use damages and excludes accessories and missing accessories.

10.14 Europmoto Rent shall not be liable for indirect damages, ruined holidays, economic losses, force majeure events, or damages resulting from vehicle malfunction.

Art. 11 (Insurance Coverage)

11.1 The Lessor guarantees that the rented vehicle is covered by adequate third-party liability insurance included in the rental price.

11.2 By signing the agreement, the Customer declares to have received, understood, and accepted all insurance clauses and conditions.

11.3 The Customer may purchase special liability reduction packages for theft and/or damages.

11.4 Insurance does not cover damages caused while driving under the influence of alcohol or drugs or in violation of law or these terms.

Art. 12 (Roadside Assistance)

12.1 Europmoto Rent provides roadside assistance within the Province of Palermo. In the event of a breakdown, malfunction, puncture, accident or any other issue preventing the proper use of the vehicle, the Renter must immediately contact the emergency number provided at the time of rental and follow the instructions given by the Lessor. Any intervention not previously authorised shall be borne exclusively by the Renter. Outside the Province of Palermo, Europmoto Rent does not provide or guarantee roadside assistance, vehicle recovery, towing or transport services; all related costs shall therefore be borne exclusively by the Renter, including in the event of technical breakdowns, punctures or other events not attributable to the Renter.

12.2 In all cases, any interventions made necessary by causes not attributable to the Lessor shall be borne by the Renter, including, by way of example: loss of or damage to keys, a flat battery due to improper use, lack of fuel, punctures, accidents, falls involving the vehicle, vehicle recovery from an unauthorised area, breaches of the Highway Code or improper use of the vehicle.

12.2-bis Where roadside assistance, vehicle recovery, towing or transport is chargeable to the Renter pursuant to the preceding clauses, the following charges shall apply:

- a)** €70.00 for interventions carried out within the administrative boundaries of the Municipality of Palermo;
- b)** €100.00 for interventions carried out outside the Municipality of Palermo;
- c)** in addition to the above amounts, an extra charge of €2.50 per kilometre, plus VAT, shall apply, calculated on the total round-trip distance from Europmoto Rent's operating office to the location of the vehicle.

Any additional costs incurred for the recovery, towing, transport, storage or safekeeping of the vehicle, where necessary, shall also be borne by the Renter.

12.3 Where the vehicle becomes unusable within the administrative boundaries of the Municipality of Palermo due to a technical breakdown or defect attributable to the Lessor, Europmoto Rent shall, where possible, arrange for the repair, recovery or replacement of the vehicle with an equivalent vehicle. If this is not possible, the Renter shall be entitled exclusively to a refund of the unused and prepaid portion of the rental period.

12.4 Only in the cases referred to in Clause 12.3, Europmoto Rent shall also reimburse documented transport expenses incurred by public transport or taxi from the place where the vehicle became unusable to the intended destination, up to a maximum amount of €50.00, upon presentation of a valid receipt.

12.5 Any further compensation, reimbursement or indemnity is excluded, including accommodation costs, lost reservations, disrupted holidays, indirect damages or any other expenses arising from the vehicle becoming unusable, except where mandatorily required by law.

12.6 Should the Renter abandon the vehicle without the prior authorisation of the Lessor, the Renter shall be required to reimburse all direct and indirect costs necessary for the recovery of the vehicle, in addition to a penalty of €250.00, without prejudice to the Lessor's right to claim compensation for any further damage.

Art. 13 (Communication of Customer Data)

The Customer expressly authorizes the Lessor to communicate Customer data to judicial authorities, insurance companies, law firms, and specialized companies for theft prevention and accident management.

Art. 14 (Default Interest)

Upon expiration of payment deadlines, the Lessor may issue debit notes for default interest pursuant to Italian Legislative Decree 231/2002 where applicable.

Art. 15 (Communication Methods)

The Customer expressly accepts that electronic written communications have the same legal value as registered postal mail.

Art. 16 (Italian Language Prevails)

The Italian version of these general terms and conditions shall prevail over any translated version in case of discrepancies.

Art. 17 (Amendments)

Any amendment to these general terms and conditions must be set out in a written clause signed by both parties.

Art. 18 (Applicable Law and Jurisdiction)

This agreement is governed by Italian law. Any dispute shall fall under the exclusive jurisdiction of the Court of Palermo, except where the Customer qualifies as a consumer, in which case the competent court shall be that of the Customer's residence or domicile.

Art. 19 (Personal Data Protection)

19.1 "Customer" or "Driver" refers to the person indicated in the rental agreement, any driver, and any person making payments for the rental.

19.2 Customer data shall be processed in accordance with EU Regulation 2016/679 (GDPR).

19.3 By signing the rental agreement, the Customer expressly consents to the use and transfer of personal data within legal limits.

19.4 Europmoto Rent reserves the right to track fleet vehicles via satellite systems for vehicle protection purposes.

19.5 The Customer has the right to refuse consent for transfer of personal data to third parties or use for advertising purposes.