

RENTAL TERMS AND CONDITIONS

1.-AG TRANSFERS SRL (hereinafter called "Lessor") delivers to the Lessee (hereinafter referred to as "Customer") the vehicle that, unless otherwise indicated, has a full tank of fuel (the vehicle must be returned with full tank of fuel, otherwise we will charge the cost of the missing fuel, according to the Lessor's rates chart and a refueling service, € 25,00. It will also be necessary for the Customer to bring, at the drop off, copy of the receipt of the last refuel effectuated), has the triangle, the emergency jacket, tools, spare wheel and all necessary accessories and documents including the certificate of insurance (in certified photocopy inside the vehicle). The Customer, hiring the vehicle, recognizes that the same is in good state and suitable to use and also agrees that it has all the items listed above.

2.- The Lessor agrees to reimburse the Customer the amount he spent due to failure of the vehicle, if previously authorized by Lessor and justified by an invoice made to "Landlord" and owner of the vehicle whose data can be collected from page 1 of this rental agreement.

3.-The Customer is obliged to diligently conduct the vehicle (and all its accessories), in compliance with all applicable laws; to ensure its maintenance and inspection where required in relation to mileage, greasing, checking lubricants levels, brake fluid and coolant, and to proceed to the obligation of any penalty committed during the lease. The Customer acknowledges that he doesn't have any real right on the vehicle and he's not able to dispose of it either in the form of a pledge.

4.- The Customer agrees not to drive or use the vehicle, and not to allow and/or tolerate others to use or conduct it: A) outside the region, unless he has the written authorization of the Lessor (in case of violation of the aforementioned clause a penalty of € 500,00 will be charged to the customer) ; (B) to transport people or things; C) racing or speed tests; D) in excess of speed; E) for a purpose contrary to the law. The customer agrees not to allow in any way and in any case that the vehicle could be taken by any other person different from the holder of the contract. In any case, the Customer must diligently observe the rules laid down by the Traffic Laws.

5.- The Customer must verify the conditions of the vehicle in the moment he picks it up, and must drop it off in the same conditions. If the Customer, when he drops the car off, doesn't verify the conditions of the vehicle together with a member of the staff, he accepts that the check will be done even in another moment, when he is not there, and he accepts the outcomes. If the customer drops the vehicle off outside the working time of the company, he must observe the instructions given him by the company, and he will be anyway responsible for the vehicle until the station will be open. In case the Company arranged with the Customer the dropping off of the vehicle in another place different from an AG TRANSFERS station, the Customer will be responsible for it until a member of the staff will have taken it back.

6.-The Customer is obligated to compensate the Lessor for any damage occurred to the vehicle for any reason. The responsibility of the Customer is, however, limited to the deductible in case of accident, established by the rate table, which he claims he have read, in force at the time of signing this contract, if the damage occurred without him having violated any of bonds, and contractually assumed, however, without fault. In any case of accident occurring without colliding with another vehicle the Customer is obligated to compensate the Lessor for any damage occurred to the vehicle and for subsequent replacement with the subject of this contract. In case of negligence and/or violations of the Rental General Conditions and/or of the Traffic Laws or in case the vehicle is used for a purpose against the law, the Customer fully corresponds for the damage. Any other damage to the vehicle will be fully indemnified by the Customer, provided it proves that the damage is attributable to chance and/or to force majeure. In any case are not insurable: the underside of the vehicle, the mechanical parts, the interior parts of the car, the upholstery and the damage or loss of the documents and keys of the vehicle. Therefore, the Customer agrees to pay the full amount of the relief provided for each vehicle before the rental, as a deposit. This amount (deposit) will be returned at the end of the rental if the vehicle will be returned intact and undamaged. The price of the spare parts, bodywork and pulling are intended to be the same of the price lists of the supplier, in addition to and also an amount according to our official rates equal to that which was due if the rental had been continued for a period equal to the time required to perform the repair.

7.- If the Customer accepts and subscribes the option SCDW (SUPER COLLISION DAMAGE WAIVER), his responsibility is eliminated providing the damage is due to the collision with another vehicle. Therefore, it will be responsibility of the Customer to provide to the Company the document "Modulo CAI" that certifies the collision, together with all the piece of information of the counterpart. In case the Customer drops off a damaged vehicle and omits or refuses to fill in the denounce about the accident or doesn't hand the documents required (Modulo CAI), he must be considered responsible of fraud. If the damage is deliberate, fraudulent, due to malice, arson, and negligence, the damage is not covered by the additional insurance, and the Customer is obliged to refund the Lessor for the damage caused to the vehicle. The SCDW doesn't cover the damage to headlights, mirrors, glasses, tyres, rims, wheels, underside of the vehicle, interior parts and upholstery

8.- If the Customer accepts and subscribes the option STP (SUPER THEFT PROTECTION), his responsibility is eliminated providing he hands the keys of the vehicle and the denunciation complaint by the police.

9.- If the Customer accepts and subscribes the option FULL COVER, in addition to what the SCDW and STP cover, His responsibility is eliminated even for damage due to vandalism, always providing this piece of damage is recorded by the denunciation to the competent Authority.

10- If the Customer accepts and subscribes the option WTGC (WHEELS, TIRES AND GLASS COVERAGE) the Customer eliminates His responsibilities and He's insured for damage to headlights, glasses(windshield, back window, side windows, rearview windows, glasssunroofs and panoramics), rims, tyres and wheels.

11- If an accident happens, the Customer undertakes: A) to inform the Lessor, by telephone or other means, transmitting within 24 hours after the accident a detailed report of it; B) to inform the nearest police authorities and competent obtaining a copy of the report to be forwarded to the rental office within 24 hours; C) to fill the accident report (Form DIC/Modulo CAI), in its entirety, signing it and to have it signed by the other part, taking note of the names and addresses of the parties and any witnesses, the number plates of all the vehicles involved, the data related to insurance and ownership of such vehicles; D) to give the landlord any useful information; E) to follow the instructions that will provide the Lessor with regard to custody and/or repairs of the vehicle. In case the Customer didn't fill the declaration of friendly accident in every part together with the report compiled by the Police Authority, the Customer remains liable for all damage and he is required to pay such damage as well as the amount to what would have been payable if the rent had been continued for a period equal to the time required for the execution of the repairs (according to our official rates equal). The Customer is obliged to pay the damage in the event of an accident even if potentially active, if he doesn't communicate all the information of the counterpart: number of driving license, driver's personal details, vehicle type and registration number, policy number, dates and any kind of information. The Customer is also obliged to pay the fee for the document procedures.

12- In case of breakdown, the Customer is obliged to immediately contact the Company and to follow the instructions given by the Lessor. In case the vehicle work, the Customer is obliged to drop it off by the original station for the possible checks and/or replacement. Any technical intervention effectuated by an AG TRANSFERS member in a place different from the drop off station will be charged to the Customer and will cost € 1 (one) per kilometer per route (going and return).

13- In case of THEFT, FIRE and ACCIDENT, the holder of the contract must pay a sum of € 120,00 for the payment of "Opening and management fees of the dossier". The amount is anyway due despite of the insurances bought, the amount of the damage and theft deductibles and the potential active responsibilities related to the event.

14- In case of Theft of a vehicle endowed of Block System Antitheft, if the Customer doesn't hand the Company the two keys (the Block System one together with the ignition key) He's obliged to refund the Lessor for the whole real value of the car. The partial or total damage/break of the Block System key/device contemplates a charge as compensation.

15- The Customer agrees from now to the charge of all the amounts that must be due, directly or indirectly, under the rental, even after the invoicing of the corresponding done by credit card, cash or any type of way of deposit given as warrantee (debit card, bank transfer etc.). Any kind of controversy about the charges could be advanced only after their payment, and anyway not later than 30 (thirty) days after the receiving of the invoice related. The Company is not obliged to give any receipt or invoice for reparations other than its own invoice. In case of fines or missing tolls or damage of any extent, the Customer is obliged to pay for them, together with the payment of the established charge of € 55,00 for Administration fees.

16- The Customer shall return the vehicle and the keys to the place and within the prescribed date and time or otherwise as soon as the Lessor requests it, with the same accessories and in the same state in which it was received. The Lessor reserves the right to charge the Customer the costs for any damage not noted upon the drop off of the vehicle until 30 (thirty) days after the delivery of the same. If the vehicle shouldn't be returned to the Lessor by that date agreed, the Lessor may retake possession of vehicle at any time and in any way, even against the Customer's will, and the latter will be obliged to refund the expenses incurred, unless further actions. In this case the Lessor is exempt from any responsibility for any item the Customer has left inside the vehicle. If the Customer gives the car back before the day of the end of the contract, the Company doesn't have to give him any refund.

17- The not and unmotivated return of the vehicle, duly reported by the Lessor to the Competent Authority, will involve elapsed 6 (six) months from the said complaint, the equating of compensatory protection in the event that total theft.

18- The Customer shall pay to Lessor, at his request, the rate per kilometer and the time rate (specified in the contract), the charge due if the vehicle is dropped off in a different station, the VAT, the amount necessary to fill the tank and the related refuel service, as well as special rates provided to cover vehicle damage, theft and fire coverage, service charges for vehicles, deductibles for damage and theft. The mileage rate is determined by reading the odometer. The Customer is required to periodically check its working and undertakes to let the Lessor know immediately its flaws, and to follow the instructions He will be given. If at the time of delivery, the odometer is tampered or broken, the rate per kilometer is determined on a distance of 150 kilometers per day. The term "day" defines a 24-hours period or fraction thereof, starting from the moment in which the vehicle was delivered to the Customer. If the Customer drops the vehicle off in a different place from where the rental started (with prior permission of the station), a surcharge will be applied.

19- Who stipulates the rent on behalf of a third part, he's is liable with those of full compliance with the obligations contained in the rental agreement. The Customer is liable for acts and omissions of any person that leads the vehicle.

20- In case of fire or theft of the vehicle the Customer is obligated to report the matter to the Police and to deliver to Lessor certified copies of the complaint. In this case the rental is due until the date of delivery of a copy of the complaint to the agreed rate at the beginning of the rental, or to the official rate in force if the complaint is delivered after the expected date of return, plus the total cost of fuel of the vehicle. Together with the copy of the complaint, the Customer must return the Lessor any key and the command of the vehicle antitheft device. If he doesn't, the Landlord will be entitled to require payment of a sum equal to the entire value of the vehicle. To determine the value of the vehicle the Company will refer to the value of it as shown on the magazine "Quattroruote", at the moment of the event. In case the theft happens in the first 6 months the car as been bought by the Company, the value will be determinate by the new rate table. The Customer therefore undertakes, upon request of Lessor, to pay the amount predicted. If the appropriated box of this rental agreement (insurance STP) is selected, the customer will have purchased such insurance theft deductible and will enjoy the reduction of the theft deductible. If such insurance is not purchased, the Customer will be charged for the whole theft deductible.

21- In case of cash/ATM deposit, the amount will be returned to the customer after the washing of the vehicle and any technical check, within the next 10 (ten) working days after the dropping back of the car, by bank transfer. From the same amount, € 100.00 will be withheld for the payment of any fines charged to the customer; this amount will be returned by bank transfer within 120 days from the closing of the rental agreement. The taxes for the foreign bank transfers are charged on the customer's deposit, and their amount is € 10.00. In the case of a block on a credit/debit card, this will be unlocked according to the timing of the issuer society.

22- Exemptions, Exclusions, various disputes: Lessor shall not be liable to Customer or any other person for damage of any kind, including economic damage to people or property due to damage, theft, fire, accidents, earthquakes, wars or acts of God. Any property left in the vehicle is considered abandoned and the Lessor is not obliged to keep or return them.

23- The payment of the whole amount of the rental must be paid at the beginning of the hire.

24- Vandalism: unless the Customer had bought the FULL COVER policy, any kind of damage result of vandalism, done during the period in which the vehicle was in possession of the Customer, shall be credited by the latter, which must proceed to refund.

25- Any kind of damage due to vegetation, driving on not paved roads, atmospheric events, natural disasters or riots are not covered by any insurance and the Customer is always responsible for them;

26- No modification can be effectuated to the present Conditions.

27- The Italian text of these General Conditions shall prevail, in case of diversity, the English text, because it is assumed that it expresses the exact intention of the parties.

Signature (Read and understood)

For the effect of the article 1341 of the "Codice Civile" I declare that I approve 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24 points of "Rental Terms and Conditions" Signature (Read and understood)

I declare on purpose to know and to accept that, in case of controversy between the parties, the competence is of the Court of the Lessors's domicile Signature (Read and understood)