

AUTOMAX asks you:

21 years old at least (for C to Z motor vehicles 23 years at least);

- Driving licence issued since 1 year at least;
- Credit card charged with at least the minimum amount due for renting available;
- In case of extension of the renting please communicate to our office in order to get the authorization: no communication implies to inform the police by AUTOMAX for misappropriation;
- No renting the motor vehicle to anybody else without our authorization;
- No crossing the Italian borders without our authorization;
- Communicate any offences committed
- Communicate any possible accidents occurred during the renting, filling in the form you find with the documents of the vehicle;
- Care for the rented vehicle. Damages caused by carelessness aren't covered by insurance policy (tyres, tapestry and parts of the motor vehicle);
- Take care of the motor vehicle for all the duration of the renting;
- Let the documents inside the motor vehicle because the insurance policy doesn't cover the loss of it.

GENERAL CONDITIONS FOR RENTING

The society AUTOMAX allows the renting of its vehicles to the Customer in accordance with modalities and conditions written in the letter of renting and in the following General Conditions of Renting.

- Article 1 – Delivery and restitution

The customer admits that the motor vehicle is in good conditions and without any apparent fault; he bounds himself to return it to the authorized dealer with all the documents and accessories, in the same conditions in which he received it, on the date shown on the renting letter. The dealer reserves the rights to rescind the contract and take possession of the vehicle again, at customer's expense, in case of the utilization against the article 5 or in case of the missed payment of a previous invoice. In this case the deposit will be given back within the 30 days after the restitution of the motor vehicle upon payment of any debt. The restitution of the vehicle is forbidden during the closing time of the dealer.

- Article 2 – Damages etc.

In case of loss of the vehicle or of any kind of damage during the renting the Customer will pay as refund upon request of the dealer, the total amount of the loss or of the damage except in the following cases: A) if the extent of damage caused by theft or fire still allows the efficient use of the vehicle the responsibility of the customer is LIMITED to the fix franchise indicated in the renting letter in correspondence of the box A; B) if the extent of damage doesn't allow the efficient use of the vehicle the responsibility of the customer is LIMITED to the fix franchise indicated in the renting letter in correspondence of the box B; The charge of responsibility depends in any case for checking its validity on the report of the accident as quoted in the art. 7 in addition to the return of the keys of the car and of the mobile part of the anti-theft device like: electronic key, magnetic key, number code, radio control, etc.

- ART. 3-Debits

On request the Customer will pay or refund the dealer the following amounts:

- a) temporal debits calculated according to the rates shown in the renting letter or according to the rates in force; the minimum charge of renting is one day, possible excesses for portions of days over 59 prime minutes, will give place to the minimum amount of the rates in force; in case of return, so breaking the last paragraph of the art. 1, the temporal debit will be calculated as if the return had taken place on the reopening of the dealer's premises;
- b) possible debits in satisfaction of damages as in the previous art. 2;
- c) debits for possible refuelling in case the Customer does not return the car with the tank filled up so as in the same conditions of delivery with the addition of the operational costs for the refuelling service provided by the Dealer;
- d) possible debit for insurance covering against death and permanent disability of the driver;
- e) possible debit for airport infrastructures, in case of rentals made in air terminals, corresponding to the average of the costs met by the dealer as refund;
- f) possible taxes assignable to the renting letter or the amount of such taxes debited to the Dealer as refund.
- g) the expenses met for the delayed payment of the amount due. The customer will be also charged with the payment of a sum corresponding to the bank rate surcharged with 5 percentage points, calculated on daily base. MOREOVER THE Customer will be charged, still for the debt collecting, with the payment of all the legal expenses both judicial and extrajudicial met by the dealer for the collecting of the amount due.
- h) possible fines, penalties, judicial expenses, taxes charged to the Dealer by law, for the use of the vehicle during the hiring, except they are imputable to the Dealer; in this case anyway the Customer or whoever else will not be relieved from the direct responsibility towards whatever authority for one's own illegal conduct. The Customer owner of the CREDIT CARD, taken note of what said above, allows the dealer to have the debit on the account opened in his name.

- Art. 4-Exemption from responsibility

Within the limits of the law, the Dealer is not considered responsible for whatever damage put up with by the Customer or Thirds coming from the use of the vehicle or for loss or whatever damage to the personal belongings of the Customer left in the vehicle or for damages or problems caused by delay in delivery, or whatever other cause beyond the control of the Dealer.

- Art. 5- Conditions of use

The Customer has to care for and use the vehicle with the utmost attention and particularly will not allow anybody to use it:

- a) for the transport of people for commercial purpose;
- b) to push or pull vehicles, roulettes, trailers or other;
- c) for races or trials;
- d) under the influence of alcohol, drugs, narcotics, barbiturics, or whatever substance lessening the will and/or the capacity of reaction;
- e) under violation of whatever rule of circulation, customs or other rules;
- f) driven by persons different from the Customer except in case the person has been previously mentioned in the relevant square of the hiring letter and authorised by the Dealer;
- g) outside Italy without authorisation of the Dealer and without the provided supplementary insurance when requested. It is definitely forbidden the sub-hiring to Thirds under any form.

- Art. 6-Insurance

The Dealer provides insurance covering for the people who use the vehicle with his permission (not differently) according to what mentioned in the pricelists AUTOMAX in force at the moment of the hiring. The customer, on request, can read the content of the provided policy.

- Art.7-Mechanical damages and accidents

Whatever failure and/or accident must be immediately communicated to the Dealer and reported to the provided authority within 24 hours (twenty four). A form "accident report" must be filled at the moment of the returning of the vehicle. The Customer must not admit his own responsibility and must obtain the data of the witnesses and of the other vehicles involved if and when possible. The Customer agrees in cooperating with the Dealer and his insurers in whatever investigation or legal procedure.

- Art. 8- Joint obligations

Those who sign this hiring letter in name of and for another person and/or society will answer with his own joint obligations to the dealer.

- Art.-9-Place of jurisdiction

Place of jurisdiction will exclusively be the Court of Rimini.

INFORMATION TO THE CONCERNED AND STATEMENT OF CONSENT ACCORDING TO THE ART. 10 AND 11 OF THE LAW 31 DECEMBER 1996 N.675 ON "SAFEGUARD OF THE PERSON AND OF OTHER SUBJECTS AS FAR AS THE PERSONAL DATA ARE CONCERNED"

The subject supplying the data of this contract, has been previously informed so that he agrees that:

- a) the personal data are used by AUTOMAX S.r.l. for the performance of this contract, for which they have been required, and for every further contract with the same dealer with whom the subject is/will be concerned. The above data will be used by AUTOMAX S.r.l. with or without automated devices, by means of collection, registration, organization, elaboration, conservation, modification, selection, interconnection, standstill/diffusion, cancellation and possible destruction.
- b) The above data are necessary for the execution of the business relation with AUTOMAX S.r.l.
- c) The data supplied can be communicated to the employees and or/collaborators, both internal and external, under AUTOMAX call, in case they need, in order to allow the regular execution of the contract with the person concerned and the correct developing of the economical activity of AUTOMAX S.r.l. and to the subjects in charge for mailing, debt collection, legal and/or fiscal advice, to the subjects in charge for the review of the balance of our society, to the public authorities or administrations for the law performances, as well as to thirds for the supplying of computer and/ or storing services.
- d) The person concerned has the right to receive with no delay on the society behalf:
 - 1) The confirmation of the existence of his personal data, even if not filed yet, and the communication in an understandable form, of the data and their origin, as well as the logic and purpose of the deal with renewable request, after 90 days at least, for valid reasons;
 - 2) the cancellation, the turning into anonymous form or the blockage of the data used against the law;
 - 3) the updating, the correction or, in case interested, the integration of the data;
 - 4) the declarations of the points 2 and 3 have come to the knowledge, in their full content, of those to whom the data have been previously communicated except the case of real impossibility. The person concerned has also the right to know, through free access to the register (see art. 31, par. 1, letter a), L.n. 675/96, by the Guarantor for the safeguard of the person and other subjects as far as the personal data are concerned, the existence of an improper use of his data and oppose, fully or partially, and without charge, the use of them, even in case they are just used for commercial purposes and/or the mailing of adverts or direct sale i.e. marketing researches or interactive commercial communication. The above rights can be asserted also by subjects or associations appointed, in writing, by the person concerned.
- e) The person in charge with the dealing of the personal data, according to art. 1, LAW n. 675/96, is the society AUTOMAX S.r.l. with registered office in Rimini/Miramare n.86; administration office in Rimini, Viale Losanna n.34/36. Fax 0541-377222.