

General Conditions Of Rental - Rental Agreement

Following are the general terms and conditions of the vehicle rental agreement entered into between the company Federici Ltd. (hereinafter OrtigiarentSiraucusa) and the client, with the identification data of both parties listed on page 1 of the Contract.

ARTICLE 1. USE AND STATE OF THE VEHICLE

- 11 The customer receives the vehicle described on page 1 of the contract in excellent operating conditions with the respective documents, tires and accessories (helmet, electric charging card, key rings, etc.) And is committed to keep and use the vehicle in accordance with the standards the Highway Code and in accordance with the specifications of use of the vehicle, which are shown at the front office rental and have been duly explained and understood by the client.
- 12 The damage caused to the rented vehicle will be paid according to the listing of the damage shown in the front office rental, which was duly explained and understood by the customer.
- 13 It is expressly forbidden to the customer to change the technical characteristics of the vehicle, the keys of the vehicle, the vehicle equipment, tools and / or vehicle accessories, as well as any changes to its exterior and / or interior (except as expressly authorized in writing by Federici). You will be charged a € 15 fee for each corporate missing adhesive and / or decorative element added outside of Federici.
- 14 They are authorized to drive the identified persons and accettata Federici on the rental agreement and / or any attachments, provided they have completed 18 or 21 years (and have at least three years of driving experience) for vehicles over 50 cc and are authorized and possess a valid driver's license and in force in Italy. The driving licenses issued abroad will require validation when required by applicable law.
- 15 The use of 50cc vehicles outside the urban area of the city and vehicles 50cc and 125cc on the freeway / highway. For higher capacity engines, it is possible to travel out of town or on the highway / ring road within the Italian territory, bearing in mind that the Roadside Assistance service covers a maximum distance of 30 km from the shop where the vehicle, and is leased exclusively in case of technical problems not attributable to the Customer. For assistance outside of this area and for any accident, damage or problems due to the negligence of the customer, the cost will be borne entirely by the customer.
- 16 The transport of vehicles by any boat, train, truck or plane is not allowed (unless expressly authorized in writing by Federici). In any case, the roadside assistance at a distance of 30 km from the store where it was rented the vehicle will be charged to the customer. It is forbidden to leave the Italian territory with the rental vehicle.
- 17 Damage of any type that the vehicle, Federici or any third party may suffer as a result of a breach of this Agreement and / or of its annexes, authorize Federici to remove the vehicle to the customer and to invoice and charge to it, within 5 days prior written notice, the costs of repair and / or any other amounts arising from such damage.
- 18 In case of theft or loss of the vehicle, the customer is obliged to hand over the keys to store the vehicle and the corresponding report of theft for the application of the deduction. Otherwise, a penalty will be applied.
- 19 It is expressly prohibited, and the Customer agrees not to use the vehicle and prevent the vehicle from being used for the following purposes:
 - a) paid transportation of passengers and / or cargo.
 - b) Transport of flammable and / or toxic products and toxic products and / or harmful radioactive, animals or in violation of the law or the legal provisions in force, or for any unlawful purpose.
 - c) Passenger transportation in greater numbers with the approval and indicated on the registration certificate of the vehicle and / or the Vehicle Technical Inspection module.
 - d) Push or tow any vehicle or any other object on wheels or other.
 - e) Participate in competitions, official or otherwise, as well as the materials resistance testing, accessories or products.
 - f) Drive the vehicle under the influence of alcohol, drugs or other types of drugs.
 - g) Use of the vehicle by people who do not have a valid driver's license.
 - h) Giving driving lessons through the use of the vehicle.
 - i) Give or sublet the vehicle in any way.
 - j) Traveling to a different country than where the vehicle was registered.
 - k) Alteration or manipulation of normal vehicle operation.

ARTICLE 2. PRICE, DURATION AND EXTENSION OF THE RENTAL

- 21 The rental price is expressed in the rental agreement and is determined based on the General Price in Vigor (in relation to services, taxes and fees) and the initial price agreed by the customer at time of rental and according to the selected price.
- 22 Unless otherwise indicated in the Contract, the rental price includes the cost of insurance liability required for the vehicle (third-party insurance and deductibles).
- 23 When signing the Contract, the Client shall pay a deposit, as stated in the contract, as a guarantee of compliance with the obligations of the Agreement and its Annexes. Once the Agreement, provided that the customer return the scooter within the agreed terms and that there are no outstanding payments or damages of any kind and for any reason, Federici will proceed to the refund of the deposit.
- 24 Federici is the case when it considers that the return of the vehicle and, if applicable, the extras contracted, it is correctly performed, will process the refund of the deposit on the same card or by Paypal or bank transfer to the Customer's bank account. The actual receipt of the deposit can take several days depending on the bank or the customer's country. The transfer costs are borne by the customer.
- 25 In no event it will use the deposit paid at the start of the rental to extend the usage time. In case the customer wants to enjoy the vehicle for a longer period of time than originally agreed, the Customer agrees to obtain authorization previously expressed by Federici, to immediately pay the extra amount for such extension and, if applicable, to make the conversion of the corresponding contract.
- 26 The customer agrees to return the vehicle to Federici agreed the date and time provided in the lease agreement. No refund will be made if the vehicle is returned before the deadline set in the contract. Return the vehicle in a place other than that originally agreed it requires the prior acceptance of the amendment by Federici and will result in an additional cost of € 50, plus any transport costs. It is imperative to send a copy of the contract and the keys of the vehicle to any change or refund. A delay in the return of the vehicle will result in the payment of a penalty of € 50 in addition to the payment of the price corresponding to the number of days delay.
- 27 The service is considered complete when the vehicle and the keys were handed over to Federici during office business hours at which it was rented, and on the terms specified in the contract.

ARTICLE 3. PAYMENTS

- The Customer agrees to pay Federici:
- 31 The deposit upon signing the Agreement, which will be charged, as appropriate, to the current account or the customer's card.
 - a) The amount resulting from the price.
 - b) The General Price in Vigor and the initial price agreed in the rental contract for the selected price, corresponding to the duration, additional insurance, additional to equipment and complementary services to the stipulated conditions, as well as fees and applicable taxes.
 - c) The amount of the fines or penalties resulting from violations of existing legislation where the customer can incur with the use of the vehicle, together with interest, surcharges and judicial or extra judicial costs arising.
 - d) In case of fine, Federici will debit the customer to € 45 for the corresponding administrative procedures and for each notified penalty amount will be charged directly to the customer's credit card.
 - e) The amount of € 50 if an employee Federici had to go to a municipal warehouse to recover the vehicle removed by the Client.
 - f) The customer will inolltreresponsabile for payment of the tax or fine imposed by the local authorities for the removal of the vehicle, which will be charged directly to the customer's credit card.
 - g) The amount that may result from any circumstances that lead to damage caused by the Customer to third parties or to Federici. When Federici receive any insurance reimbursement from the insurance company will reimburse the customer, in whole or in part, as anticipated by the Customer.
 - 32 In the event that you fail to these amounts, Federici has the right to retain the deposit and, if this were not enough, Federici charge the difference to the

account of the customer's credit card. If the customer does not pay within 24 hours, Federici may deduct such payment from the store and make a complaint

through the courts or by any other means without further formalities.

- 33 By signing the Rental Agreement, it shall be deemed that the Customer expressly authorizes the direct payment of such amounts from their account or credit card.
- 34 The customer must always carry a copy of the rental agreement.

ARTICLE 4. MANDATORY VEHICLE INSURANCE FOR THEFT, LOSS OR DAMAGE TO YOUR VEHICLE

- 41 The rental price includes third party insurance compulsory vehicle liability covers damage to third parties and passengers with a deductible. It does not include insurance for theft, total or partial loss, damage (or any other damage) suffered from the same vehicle (or the luggage, goods or personal items inside the vehicle), for any reason (due to vandalism or transit accidents) or personal injury.
- 42 The accessories (keys, helmets, etc.) And extras contracted are not covered by the exemption and their loss or damage will be charged to the customer based on the general quotation found in the store, which was duly explained and understood by the customer.
- 43 Notwithstanding the foregoing, Federici offers customers the option of taking out additional insurance, whose specific information will be provided at the time of signature of the Agreement. The customer can take out additional insurance to reduce the deductible, according to the vehicle category, which covers damage or theft of the vehicle. This will be indicated in the Contract.
- 44 This reduction of the exemption is not applicable to the quad.
- 45 The accessories (keys, helmets, etc.) And extras (GPS, wifi, chest, gloves, screen, blanket, etc.) Are not covered by the reduction of the franchise and their loss or damage will be charged according to the general listing of the damage shown to the front office rental, which was duly explained and understood by the client.
- 46 In case of loss of keys, error of fuel or drilling, the customer must call the stores O wherein you rented the vehicle.
- 47 In case of accident or failure of the vehicle, Federici may, at its discretion, deliver a replacement vehicle. In no case the customer is entitled to a replacement vehicle if the accident or failure is the fault or negligence of the customer.
- 48 Federicisi reserves the right to cancel at any time and for any reason, the Rental Agreement.

ARTICLE 5. SERVICE

- 51 If the vehicle can not be driven or not working, the customer must call Federici and / or after the roadside assistance company recommended by Federici.
- 52 The road assistance service is never included in the rental price, if not due to technical problems and / or factory defects not attributable to the Customer, and in any case within a 50km distance from the store in which the vehicle is rented. For assistance outside of this range and for accidents, damage, problems attributable to negligence or improper use of the customer (by way of example and not exhaustive: deflated rubber or perforated, missed or erroneous refueling or electric charging, tampering of the instrumentation or the ignition lock, loss, tampering or breakage of the key, the disc lock or the helmet, use of the vehicle on roads unauthorized, etc.), the cost will be borne entirely by the customer.
- 53 An amount of € 50, in addition to transport costs resulting from reliance Care Road, will be charged to the customer in case of inappropriate use of roadside service: (i) loss or breakage of keys or helmets, (ii) lack of fuel or inadequate supply, (iii) recovery of vehicles in places or roads not suitable for driving or unpaved, or (iv) any other error, negligence or improper use of the vehicle by the customer.

ARTICLE 6. FUEL

- 61 The fuel consumed by the vehicle during the rental period is charged to the customer.
- 62 The customer must make the vehicle fuel with the correct type of fuel. Otherwise, the customer will be responsible for the expenses arising from the transfer and / or the repair of damage that may have been caused to the vehicle due to the

use of inappropriate fuel.

Customer agrees to return the vehicle with the same fuel level it had at the store.

Otherwise, there will be a charge for the difference plus an additional charge of € 10 for refueling.

ARTICLE 7. MAINTENANCE AND REPAIRS - ACCIDENT

- 71 The customer is not authorized to order the repair of the vehicle unless expressly authorized by Federici.
- 72 It is the obligation of the Customer stop the vehicle if it detects irregularities in the functioning of the vehicle. The customer must contact the company Federici or roadside assistance.
- 73 In case of an accident with the vehicle, the customer must present to the store in which it was rented an accident report (the blue module present inside of the vehicle seat with the other documents), duly completed by the two parties, and a statement of what happened, within 24 hours since the accident, except in cases of force majeure and justified in every case before the end of the rental period of the vehicle.
- 74 The non-delivery or incomplete or illegibility of the report or statement of what occurred will result in a minimum charge of € 150, regardless of the value of the damage presented by the vehicle at the time the refund and the amount of which, in any case, can be charged by Federici in case of non-application of additional insurance coverage with reduced deductible in accordance with the provisions of the Agreement and its Annexes.
- 75 In any case, the customer deposit will be retained until it has been determined that the responsible party of the accident, therefore, will cover the damage to the vehicle. If the vehicle can not be used safely, Federici will keep him until the completion of the evaluation by an expert.

ITEM 8. CHANGES TO THE RENTAL AGREEMENT

- 8.1 These Terms and Conditions, as well as the remaining provisions of the rental agreement, can only be changed through a written agreement signed by both parties.

ARTICLE 9. PROTECTION OF PERSONAL DATA

- 91 Please note that the data included in this document are included in the guest books, for which Federici is responsible.
- 92 At any time you can exercise your right of access, rectification, opposition, limitation and, where applicable, portability or cancellation notice in writing and providing your personal data at email info@ortigiarentsiraucusa.it, indicating in the subject line: "RGPD, Lesi Rights" and attaching a photocopy of your passport or equivalent in accordance with law.
- 93 Likewise, we inform you that Federici will be able to consult the registers containing information on financial solvency and creditworthiness in accordance with national legislation. Similarly, in case of non-payment by the customer, we inform you that in respect of unpaid Data can be entered in the records relating to failure to fulfill financial obligations.

ARTICLE 10. APPLICABLE LAW AND JURISDICTION

- 101 This agreement shall be governed and construed in accordance with Italian laws.
- 102 The issues arising from this contract between Federici and the customer are the responsibility of the courts and tribunals corresponding to the Italian city where the contract and which both parties will be subject was signed.