

RENTAL CONDITIONS

New Tuscany Scooter Rental snc di Federica Macor e Luca Magnoni (hereinafter referred to as "NTSR"), located in Florence, via il Prato 50r, and with a second base in Gaiole in Chianti, P.IVA and C.F. 06616270481 rents its vehicles to the Customer subject to these general rental conditions which constitute an integral part of this rental letter.

PREAMBLES

In order to drive a vehicle rented from NTSR, the driver must be the holder of a valid licence to drive the type of vehicle rented and be over 18 years of age (apart from motor bikes, for which the rider must be over sixteen years of age). Vehicles are provided with a helmet.

1. PICK-UP AND RETURN

Vehicles are handed over in a good state and working condition, by signing the rental agreement the Customer declares that he has examined the vehicle, verified that it is in perfect condition and considers it fit for the intended use. NTSR reserves the right to terminate the agreement and to reclaim possession of the vehicle at any time at the Customer's expense should the vehicle be used in breach of clause 5 below or payment of any previous invoice remains outstanding for any reason.

2. DAMAGE AND THEFT

In the event of loss, damage of any kind to or incurred by the vehicle, even if the result of a theft or in the event of an accident during the rental period, the Customer must pay the amount corresponding to the loss, damage and connected expenses requested by NTSR as compensation.

3. CHARGES

The Customer must pay (or reimburse, if NTSR has paid in advance) at the straightforward request of NTSR:

- a) charges calculated on time and mileage on the basis of the tariffs set out in the rental letter or tariffs currently in force; the minimum rental charge is twelve hours hire, and any fractions of days over the first 45 minutes will be charged as another day's (tariff 24 hours) rental;
- b) charges for exemption from damage, theft and fire, on the basis of the tariffs set out in the rental letter or tariffs currently in force, if envisaged;
- c) any charges for compensatory penalties for the damage referred to in the foregoing art. 2;
- d) a charge for any fuel consumed, including operating costs for refuelling by NTSR, if the Customer does not return the vehicle with at least the same quantity of fuel as that originally supplied when the vehicle was handed over; ALL VEHICLES ARE RENTED FULLY FUELLED AND MUST BE RETURNED FULLY FUELLED. The return of the vehicle without a full fuel tank will be subject to an additional charge of €30 (thirty Euros)
- e) a charge for failure to return the vehicle, on the basis of the tariffs in force when the rental letter was signed;
- f) costs incurred for late payment of the amounts due. The Customer must also pay a sum as interest at the official discount rate increased by five percentage points, calculated on a daily basis. The Customer will also be obliged, in connection with the recovery of credits, to pay all legal costs, whether in or out of court, incurred by NTSR for the recovery of sums outstanding;
- g) any fines, penalties, legal or other costs which NTSR is obliged to pay by law, as well as the related operating costs incurred in recovering sums owed, stemming from the use of the vehicle during the rental period unless such costs and charges are attributable to NTSR; in such circumstances however, neither the Customer, nor any other person, will be relieved of direct liability towards any authority involved for his or her illegal conduct. NB: fines may arrive up to 180 days after the end of the rental period;
- h) €50 + €3 per kilometre for every kilometre between Florence (or Gaiole in Chianti) and the place where the vehicle is abandoned or taken, plus any additional expense that NTSR may incur in order to recover the vehicle in question;
- i) in the event of an accident in which injuries are caused, the Authorities may decide to confiscate the vehicle in order to carry out the relevant investigations. In the event of accident caused by negligence involving one of our vehicles in which the Customer himself or herself is injured, and the vehicle is confiscated by the Authorities, the cost of detaining the vehicle are borne entirely by the Customer and calculated at a minimum of €60 (1-day confiscation) to €655 (28-day confiscation), together with the costs stemming from any violations of the Highway Code and all additional costs that may be incurred by NTSR, up to a maximum of €2000 (two thousand Euros). The Customer authorises NTSR to charge his or her credit card with the payments described above and any additional payment due once the rental period has terminated and the vehicle has been returned. In addition, the Customer authorises the payment of any fines and additional expenses stemming from violations of the Highway Code that are notified within 180 days after the termination of the rental period.

4. EXEMPTION FROM LIABILITY

In keeping with and within the limits envisaged by the law, NTSR is not obliged to take care of or return property belonging to the Customer, and cannot therefore be held liable for loss of or damage to objects transported, abandoned or left in the vehicle, either during or after the rental period. Objects left in the vehicle after it has been returned shall be treated as having been abandoned. NTSR may not be held responsible towards the Customer, the driver or persons he or she has transported, for any damage that may stem from the use of the

vehicle or road accidents, or for damage or problems of any type stemming from or in any event connected with the delayed return of the rented vehicle, accident or force majeure, or any cause beyond the control of NTSR.

5. CONDITIONS OF USE

The Customer must keep and use the vehicle with all due diligence and in particular, must not allow the vehicle to be used:

- a) to transport persons and/or property for business purposes;
- b) to push or tow vehicles, trailers or other items;
- c) in races, trials or competitions;
- d) by the Customer or Driver under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates or any substance that may diminish his or her awareness or ability to react. NTSR and its intermediaries reserve the absolute right to refuse to hand over a motor vehicle if the Customer is in an unfit psycho-physical condition; e) in violation of any customs, road traffic or other regulation;
- f) driven by anyone other than the Customer unless that person was not previously indicated in the rental letter and authorised by NTSR; g) outside Italy;
- h) on dirt tracks or four-lane motorways or highways ("superstrade"). Vehicles may not be rented to third parties under any circumstances whatsoever. The Customer must use all the anti-theft devices fitted in the vehicle whenever it is parked and abandoned, even in a closed area or car park with valet service.

6. INSURANCE

NTSR provides insurance cover as indicated in the policy taken out with one of the companies which is intended to cover fully persons using the vehicle with NTSR's permission (and not in any other circumstances).

ADDITIONAL INSURANCE AGAINST DAMAGE TO VEHICLE

As the vehicles cannot be covered by Kasko insurance, the Customer declares that he or she is aware that the value of the vehicle used is €2500,00 (two thousand, five hundred Euros). NTSR therefore offers an additional insurance cover for any expenses resulting from damage to or theft of the vehicle during the rental period. THE COST OF THIS ADDITIONAL INSURANCE COVER IS FIXED AT €10 (ten Euros) a day.

The Customer declares that he or she is aware that this sum will also be charged in full for rental periods of less than one day.

The exclusion for this additional insurance cover remains in any event €800 (eight hundred Euros). NTSR requires that this exclusion remain in force in order to encourage the Customer to take good care of the vehicle.

7. ACCIDENTS

Any accident occurring must be reported to NTSR within 24 hours of the event; if necessary, the Customer must report the incident immediately to the competent authority and send a copy by fax to NTSR within 24 hours from the date on which the report is submitted. In the event that the dynamics of the incident are in doubt, the Customer must not accept liability and must take steps to obtain details of witnesses and any other vehicles involved. The Customer undertakes to cooperate with NTSR and NTSR's insurers in any investigations carried out or legal action brought.

8. FAULTS, DAMAGE

In the event of faults or damage to the vehicle, which are not the result of wilful or negligent acts on the part of the Customer, as a result of which travelling cannot be continued, NTSR will, if possible, immediately replace the vehicle. If this is not possible, NTSR will refund that part of the rental relating to the remaining period for which the vehicle has not been used.

The refund and replacement referred to above will not apply if the fault or damage is attributable to the incorrect use of the vehicle by the Customer. The Customer must notify NTSR of the incident, following the instructions attached to the vehicle documents. The Customer must not make any decision unless expressly authorised to do so by NTSR. If the vehicle is abandoned and/or is taken outside Italy without authorisation, the right to the courtesy service will be forfeited and the Customer must reimburse NTSR for all charges, both direct and indirect, incurred in recovering the vehicle.

The Customer is not entitled to the reimbursement of the cost of repairing the vehicle if not authorised in advance by NTSR for repairs exceeding € 100,00, the Customer being obliged however in any event to provide documentary evidence of the costs incurred. In the event of punctures and/or damage to the tyres, the Customer must replace the damaged tyres, at his or her expense. The vehicle cannot be returned with repaired tyres.

The Customer is liable for any type of damage to the vehicle, including the cost of repairs, loss of value, inability to use for rental purposes or the current market value if the vehicle cannot be repaired or if NTSR decides not to repair it, subject to its absolute discretion, including administrative costs connected with any type of request for compensation, whether or not the Customer is actually responsible. The Customer is obliged in all circumstances to report damage, accidents or acts of vandalism to NTSR and the competent Authorities within 24 hours from the event in question.

Loss of the key or the vehicle documents will be charged at the rate of €150 (one hundred and fifty Euros).

9. JOINT AND SEVERAL LIABILITY.

The subject signing this rental letter in the name and on behalf of another person and/or company shall be jointly and severally liable with the person represented for the obligations taken on towards NTSR.

10. PRIVACY

The Customer is informed that, pursuant to Legislative Decree no. 196/03 and subsequent amendments and additions thereto, the data supplied by the Customer may be handled in keeping with the said legislation. The Data Controller, within the meaning envisaged in the Privacy Code, is Federica Macor, with registered office in Firenze (FI), via il Prato 50r.

These data will be used for economic purposes by the company NTSR. Furthermore, the data may be used by NTSR to permit the competent authorities to send formal notice to a customer responsible for a violation of the Highway Code or of any other legislative provision. Data will be handled using instruments capable of guaranteeing their security and confidentiality and will be dealt with by individuals expressly instructed in the manner envisaged in the Privacy Code. The Customer may at any time obtain the information referred to in art. 7 of the Privacy Code and exercise his rights by sending a registered letter to:

New Tuscany Scooter Rental snc
Via Il Prato 50r
50123 Firenze (FI)

Date and signature of Customer

11 JURISDICTION. This rental agreement is regulated by Italian law. Any dispute arising in relation to the validity, interpretation, execution or termination of this agreement will be referred to the exclusive jurisdiction of the Court of Firenze

12. ~~The nullity of any provision in this agreement will not invalidate the rental agreement as a whole.~~

Within the meaning and for the purposes envisaged in articles 1341 and 1342 of the Italian Civil Code, the following conditions are expressly approved : 1 (pick-up and return), 2 (damage and theft), 3 (charges), 4 (exemption from liability), 5 (conditions of use), 6 (insurance), 7 (accidents), 8 (faults and damage), 9 (joint and several liability)

Date and signature of Customer