



RENTAL Terms and Conditions

Art 1) Subject of the contract is the utilisation from Veronality S.r.l. of a vehicle with series and engine capacity chosen by the Client (the Client being the subscriber of this contract) for a given amount of time and after payment of a compensation, in ways and terms stated in the hire contract. Veronality Srl may reserve the right to establish the specific design to be given to the Client, in the chosen series and engine capacity. For each hire is requested a security deposit. The amount is then "blocked" on the Client's Credit Card, as guarantee for the hired vehicle. The sum is pre-authorized in case of damage or theft of the hired vehicle.

Art 2) The Client must be at least 18 years old and he/she must have a valid document and a driving license. The Client that hires the vehicle, as given in the hiring contract, is required to check the state of the vehicle's maintenance and mechanical functioning. The Client is required to follow the traffic regulations required by Italian laws.

Art 3) The vehicle is equipped of the documents required by the law for traffic and it is hired with the following accessory: chain, lock, helmet and motor liability insurance. It is not included: petrol, parking, fines, towing in case of accident or in case of authority decision or in case of damages. Additional costs excluded from the hiring fee are in charge of the Client. If motor liability insurance or other vehicles documents are not given back to Veronality Srl, the Client must match a penalty equal to the hiring fee for the period of time necessary to the documents' duplication, or he/she can pay expenses and further damages.

Art 4) The Client commits to utilize the vehicle in the intended purpose and within the limits of the hiring contract with good care and he/she commits not to sub-lease or let the vehicle be hired by third parties, he/she commits not to let a person different from the one indicated in the hiring contract to use the vehicles or to let drive anybody that does not have a driving licence or anyone that is younger than 18 years old.

It is especially forbidden for the Client to utilize the vehicle:

- a) for transportation of people or things for commercial purpose;
- b) to drag other vehicles, trailers, towing and such;
- c) in races and tests;
- d) outside the territory indicated from Veronality S.r.l.;
- e) as construction vehicle;
- f) for a purpose opposed to law;
- g) if the Client is under substance or alcoholics;
- h) in unfit locations and/or in locations forbidden to traffic.

i) Furthermore, the Client consents to be bound not to let third parties drive and utilize the vehicle. Not allowed utilization and/or not consistent use of the vehicle will lead to the immediate termination of this contract; in case of greater damage, the contract is not terminated until the Client provides with payment of those damages. If Veronality S.r.l. declares without reply that the Client is not in the capacity or driving the vehicle, Veronality S.r.l. can collect it immediately.

Art 5) The Client commits to:

- a) match the amount as indicated in the hiring contract , additional services included;
- b) to maintain the ordinary maintenance of the vehicle;
- c) Provide the oblation and/or the refund of any kind of administrative penalty and/or any other charge given after the violation of laws and regulations, during the hiring period, and any other costs related to the refund request;
- d) to refund and/or hold Veronality Srl harmless for any expense, included legal expenses, that Veronality srl should meet to obtain the fulfilment of debts due to any title;
- e) to refund Veronality Srl for damages to the vehicle, active and passive, and for theft, total or partial, of the vehicle and/or any accessories, in the limits of the amount indicated as "relief", sum conventionally limited; except in the case of malice or serious misconduct of the Client or other drivers. Relief's amounts vary in line with the type of vehicle and they can be found in the Lease section of this paper, and they are called "theft relief" for total or partial theft, "damages relief" for damages of any kind to the hired vehicle.
- f) to lift Veronality Srl from any criminal, civil and administrative liability, connected to the use of the vehicle due to the Client and/or third parties.
- g) To that end, the Client owner of a Credit Card allows that charges will be made on his/her bank account within 180 days form the communication date of the amount to be given to Veronality S.r.l. for the cases in this article and for all burdens coming from the hiring, included burdens necessary in the case of Veronality S.r.l. credits towards the Client in relation to the hiring. The Client notes that the cost for the completion of a practice for a possible burden is 36,00 EUR.
- h) If the Client cannot guarantee what written above, there is the possibility to give a security deposit or to have a third party as guarantor.
- i) For bike hiring, the Client, once given the vehicle, must check that it is in the terms he/she requested, with particular attention to: brakes adjustment, saddle height, gears and every other component of the vehicle. The Client undertakes not to get away from the location in the first 30 minutes, to check that the vehicle state is of his/her liking. If it is not the case, she/he can replace the vehicle, or ask for a refund. In this case, Veronality S.r.l. commits to refund the hiring amount. After 30 minutes from the hiring until the fourth hour of hiring Veronality S.r.l. will not refund the hiring amount with money, and a credit note will be issued of the residual amount of the hiring, for the Client to use in in other way. After 4 hours from the start of the hiring, Veronality Srl is not responsible for any malfunction and Veronality is not obliged to refund in cash or in credit note. If a child seat is needed and requested by the Client, he/she must check the conditions of the seat and he/she commits to meet with type approval criteria of the seat, especially by respecting charging limitations.
- l) If a blowout occurs, the Client commits to refund Veronality with 50 EUR.

Art 6) Veronality Srl is not responsible for potential damages caused by the utilization of the vehicle during the hiring period or for loss and/or damages to properties of the Client or third parties that are moved or left in the vehicle or for



damages and/or inconvenient for late delivery, breakdowns and/or other events out of control of Veronality Srl. If bikes with child seat are hired, the Client absolve Veronality from any responsibilities of any damage due to the child seat utilization.

Art 7) The vehicle is made available to the Client, with original documents, in the hiring locations during opening hours and it must be given back in the same location within the date indicated in the hiring contract, within the opening hours. If the vehicle is not given back in the date and/or location indicated above, Veronality Srl can regain the vehicle in any way, even if forcibly. In this case, the Client commits to refund any regaining expenses, and the hypothetical difference of the amount decided on the applicable tariffs. Furthermore, if the delivery is late, the responsibility remains with the Client until the real delivery of the vehicle. The vehicle must be given back with all its documents, accessories and with the same amount of petrol that is at the moment of the hiring from Veronality Srl: for this, Veronality Srl proceeds to the verification of the good state or/and functioning and/or the integrity of the vehicle and/or its accessories. If damages and/or failures occur, if due to the hiring, the Client commits to refund them, even if they are found after the delivery, but remain connected to the utilization of the vehicle from the Client. Furthermore, the vehicle must be given back in the same cleanliness that is was given from Veronality Srl: if the vehicle is too dirty, the Client commits to clean it at his/her expenses. If the vehicle is given back to Veronality Srl before the timing indicated in the hiring contract, the Client does not have right to be given the difference of the amount already paid; if the Client gives back the vehicle with an amount of petrol above the amount he was given at the moment of the hiring, he/she does not have right to be refund the amount of the difference of petrol.

Art 8) Veronality Srl guarantees the vehicle to be under guarantee by and insurance office R.C.A. with relief of amount 500 EUR and ceiling the amount of is available for the Client to know if requested. The Client, for refund above the ceiling commits to hold Veronality Srl harmless for any damages, costs, expense or failure, even if due to third parties, suffered or sustained from the legal cause or in relation to the accident.

Art 9) In case of accident, the Client commits:

- (a) to communicate to Veronality the accident and to follow the given instructions;
- (b) to report the accident to the authorities;
- (c) to give to Veronality Srl all the elements as proofs and testimonies, useful to the reconstruction of the dynamic of the accident and to determine the responsibility within 24 hours from the moment of the accident; to this end:
 - 1. ask the police for the intervention and verbalization of the accident
 - 2. collect the names and addresses of the testimonies
 - 3. work with Veronality Srl, if requested, with the management of the legal causes due to the accident.
- (d) The Client commits to refund in advance the amounts necessities for the repair of damages; these amounts will be given back after final decision that the Client was the right party in the accident, with the exception of the Client who produce the C.I.D. model with the clear undersigned accountability of the counterpart.
- (e) In case of omissions and/or delay of the requirements described in this article, the Client must refund Veronality Srl the hypothetical damage;
- (f) Veronality Srl may ask the Client to refund the damage for loss of earnings, if, after the accident, the vehicle must be repaired.

Art 10) In case of vehicle's theft and/or fire, during the hiring period, the Client commits to complaint to the authority and to give it to Veronality Srl; furthermore, he/she must give back the keys and the accessories of the vehicle that he/she still has; the amount given for the hiring is kept until the Client gives to Veronality Srl the certificate of the complaint. If the Client does not give back the keys of the vehicle, he/she must refund Veronality Srl the amount of the vehicle and/or its accessories.

Art 11) This contract can not be given to third parties, except if there is a different written agreement between the parties. In this case, the third party is given rights and obligations in this document.

Art 12) Amendments to this contract must be agreed between the parties and must be written.

Art 13) Non-compliance of these conditions means the extinction of this contract and the consequent faculty of Veronality Srl to proceed to the withdrawal, even in forcibly, of the vehicle and to have right to refund of the damages.

Art 14) If the deadline for the payment of the amount is ended, for any reason, interests will be applied as for law.

Art 15) Annulment of the articles in this contract does not mean its invalidity, but it means that the cancelled clause will be replaced rightfully; furthermore, in the comparison between the Italian version with the English version, the Spanish version, the French version or the German version, the Italian one prevails.

Art 16) For any controversy relating to the application and the interpretation is recognized from now on by exclusively by Verona Forum.