

## TERMS AND CONDITIONS OF RENTAL

Hertz Italiana S.r.l. operating as Firefly Car Rental (referred to as "Firefly", "we", "us" or "our") rents the vehicle (including any replacement vehicle) to you subject to this Rental Agreement, which incorporates these terms and conditions and the information and conditions contained on the Rental Record that you have signed and on the Rental Wallet. In making this rental you accept the terms of the Rental Agreement and confirm that you will strictly comply with them.

### 1. NATURE OF THIS AGREEMENT

The rights and obligations contained in this Rental Agreement govern your use of our vehicle and are not transferable by you. You acknowledge that the vehicle is owned by us and that any attempted transfer or sub-rent of the vehicle by anyone other than us is void. We permit you to use the vehicle on the terms and conditions of this Rental Agreement only.

### 2. WHO MAY DRIVE THE VEHICLE

2.1 The vehicle must only be driven by you or any other person who has first been authorised by us and added to the Rental Record and you agree that you will not allow anyone to drive the vehicle, including yourself:

2.1.1 who does not fulfil our minimum requirements regarding age and possession of a valid driving licence as indicated for the relevant rate or otherwise notified by us; or

2.1.2 who is over-tired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

### 3. PICK-UP, DELIVERY AND RETURN

3.1 We will supply the vehicle to you at the Firefly office in good overall and operating condition, complete with all necessary documents, parts and accessories.

3.2 You agree to return the vehicle to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement.

3.3 You and we will check the condition of the vehicle at the start of the rental and on return of the vehicle. A Firefly representative will provide a record showing any agreed defects. You acknowledge that you will be responsible for any loss or damage to the vehicle, its documents, parts or accessories arising during the rental.

3.4 The vehicle must be returned to the agreed Firefly location within the normal business hours of the location concerned and cannot be returned to any other Hertz office, which is not branded Firefly. If you return the vehicle outside of these hours you must comply with the out-of-hours return instructions for that location, in which case you will remain fully responsible for the vehicle until the location re-opens for business. If you fail to comply with these instructions, you will remain responsible for the vehicle until we are able to access it.

3.5 If at any time we have agreed that you may return the vehicle to a place other than a Firefly rental location, or if we have agreed to collect it, you will remain fully responsible for the vehicle until it is collected by us.

3.6 Our rental charges are calculated on the basis of 24-hour periods from commencement of the rental. If you fail to return the vehicle to the agreed return or collection point at or before the vehicle return time stated on the Rental Record, you will be charged an extra rental at the relevant daily rate, including charges for any options taken, for every day or part of a day that the car is overdue. This charge is subject to any additional time (or 'grace period') allowed for return by prior agreement with us or in accordance with our current policy (as notified to you in writing at the time of rental).

3.7 You agree that we are entitled to charge you a reasonable additional cost if the vehicle requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear.

3.8 In the event that you rent the vehicle for more than 30 days, we reserve the right to terminate this rental agreement at any time on 30 days verbal or written notice to you.

### 4. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

4.1 Subject only to any deductions arising from your acceptance of any of the options specified at paragraph 4.2 you will be liable to us for all reasonable losses and costs incurred by us in the event of loss, damage to or theft of the vehicle, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the vehicle, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the vehicle unless responsibility for the damage lies with us or has been determined by a third party or their insurers to lie with the third party. If damaged, we will endeavour to repair the

vehicle as soon as possible. You will not be liable to us for any charge or excess if the loss or damage is directly due to our negligence or breach of this Rental Agreement.

4.2 Provided you comply with all the terms of this Rental Agreement and provided the loss, damage or theft is not caused intentionally, or by the gross negligence of you or an authorised driver, or by any unauthorised driver, your liability may be limited, if you accept the optional Super Cover (SC), by paying the daily charge specified, your liability for loss or damage to the vehicle, its parts or accessories, including loss or damage as a result of theft, attempted theft or vandalism is eliminated (in any case, Super Cover doesn't cover damages to windscreen surfaces and to wheels/tyres). These optional coverages are further summarised in our leaflet, which is available at the counter.

4.3 You are fully responsible for damage caused by failure to assess the height of the vehicle and striking overhead or overhanging objects. This responsibility is not excluded by any waiver.

4.4 If you provide your own insurance to cover your liability for loss of or damage to the vehicle, you authorise us to negotiate and agree any settlement in respect of such loss or damage direct with your insurers and you agree that any monies in respect of such losses or damage will be paid direct to us or to our order.

## 5. PROHIBITED USE OF THE VEHICLE

5.1 You are authorised to drive the vehicle on the conditions contained in this paragraph 5 and paragraph 2 above including, at all times, to use the vehicle in a responsible manner. If you do not comply with these conditions, you will be liable to us for any liability or reasonable loss incurred by us or any damages or reasonable expenses we suffer or incur as a result of your breach. You may additionally lose the benefit of any waivers or insurance selected by you. We reserve the right to take back the vehicle at any time, and at your expense, with police assistance where appropriate, if you are in breach of this Rental Agreement.

5.2 You must look after the vehicle, make sure it is locked, secure and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any removable radio and/or radio raceplate when the vehicle is unoccupied. You must use seat belts, child seats and other child restraints as appropriate.

5.3 You must use the correct fuel and check the oil and other fluid gauges beyond 1,000 kms, refilling as necessary. If you experience any problem due to accident or mechanical failure, you must contact us on the number indicated on the Rental Wallet. No one may service or repair the vehicle without our prior express permission.

5.4 You must not use the vehicle or allow it to be used:

5.4.1 to carry passengers for remuneration;

5.4.2 to carry cargo for remuneration (except in the case of trucks and vans);

5.4.3 to tow or push any vehicle, trailer or other object (without our express permission);

5.4.4 off road or on roads unsuitable for the vehicle;

5.4.5 when it is overloaded or when loads are not properly secured;

5.4.6 for carrying any object or any substance which, because of its condition or smell may harm the vehicle and/or delay our ability to rent the vehicle again;

5.4.7 to take part in any race, rally, test or other contest;

5.4.8 in contravention of any or other regulations;

5.4.9 for any illegal purpose;

5.4.10 for sub-renting;

5.4.11 to drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads and associated areas;

5.4.12 for driver training activity; or

5.4.13 in contravention of any or the driver requirements contained in paragraph 2 above.

5.5 You only will be authorized to use the vehicle in Italy.

## 6. PAYMENT OF CHARGES

If you do not pay any of the charges owing to us under this Rental Agreement within the time indicated on your statement or account, we reserve the right to charge you interest in addition to the outstanding charges, at a rate of 3% above the one month inter-bank base lending rate.

## 7. CHARGES

7.1 The charges stated on the Rental Record reflect your use of the vehicle as agreed between us at the start of your rental and include the basic rental charges; charges for any optional or ancillary services chosen by you; and any applicable taxes at the prevailing rate.

7.2 The basic rental charge is made for a minimum of one rental day (the 24 hour period starting from the time the rental begins) and includes a charge for compulsory third party insurance and, if applicable, a Vehicle Licence Fee (which passes on your share of any compulsory charges we incur for keeping the vehicle on the road). A Location Service Charge may be made to reflect the higher cost of renting from certain locations. A Young Driver Surcharge may apply if you or any additional driver is under 25 years old.

7.3 Additional charges may arise from your use of the vehicle during the rental, and may include loss of or damage to the vehicle, a refuelling service charge, late return charge, additional driver charge, extra cleaning charge and road tolls or fines or charges arising from traffic or parking offences during the rental (including a reasonable administration charge in accordance with paragraph 14.2).

7.4 All charges are calculated in accordance with our current rates and subject to final calculation after the rental.

7.5 If you use a valid credit card (VISA, Mastercard and American Express cards are accepted) a reasonable fee will apply to cover our costs for processing the payment with your credit card company. If you use a valid credit card when you pick up your car, and a valid debit card (Electron cards or those which carry the words "Electronic use only" are not accepted) at car return, no credit card or debit card charges will apply.

#### 8. CURRENCY CONVERSION CHARGE

We may give you the option for your rental charges to be converted by our processing bank from the currency of the country of rental to your home currency (i.e. the billing currency of your credit card). Alternatively, you may choose to be billed by us in local currency, leaving your issuing bank to convert the rental charges into the billing currency of your credit card. If you choose our service, our processing bank will use a wholesale rate of exchange provided by a reputable foreign exchange dealer for the day we bill the charges to your account. Our bank will apply a currency conversion fee of 3.5% of the transaction value. If you choose to have the conversion made by your card issuer, you will pay any currency conversion charge made by them. Your choice will be summarized on your Rental Record. For further information, please ask at the counter for a leaflet.

#### 9. REFUELLING SERVICE CHARGE

9.1 The rental vehicle will be supplied to you with a full tank of fuel. If you return the vehicle with less than a full tank of fuel, a refuelling service charge will be payable by you for fuel and the service of refuelling at the applicable rate specified on the Rental Agreement.

9.2 However, if you take the Fuel Purchase Option (FPO) and purchase a full tank of fuel at the start of the rental, there will be no refuelling service charge on return of the vehicle (although you will not receive any credit for fuel remaining either). Instead, you will pay the amount indicated on the Rental Agreement for the fuel you purchase.

#### 10. RESPONSIBILITY FOR PROPERTY

10.1 We are not liable to you or any authorized driver or passenger for loss of or damage to property left in the vehicle either during or after the period of rental unless the loss or damage results from our negligence or breach of this Rental Agreement. Such property is entirely at your own risk.

#### 11. THIRD PARTY LIABILITY INSURANCE

11.1 We have a legal requirement to provide third party insurance coverage. This coverage is included in the rental charge.

11.2 Our automobile liability insurance policy meets all legal requirements and protects us, you and any authorized driver against legal claims from any other person for death or personal injury or damage to any other property caused by use of the vehicle.

11.3 In the event that any third party suffers death, personal injury or damage to property caused by use of the vehicle which involves a breach by you or any authorized driver or any of the terms and conditions of this Rental Agreement, you agree to reimburse us if we are obliged to compensate (i) the insurers for any payment they make to a third party on your behalf and/ or (ii) any third party.

#### 12. ACCIDENTS, THEFT AND VANDALISM

12.1 You must, where possible, report any traffic accident, loss, damage or theft involving the vehicle to the police immediately and to us within 24 hours of the incident or discovery of the incident.

12.2 You must not admit any liability, release any party from liability, settle any claim or accept any disclaimer in the event of an accident, but should take the names and addresses of everyone involved, including witnesses.

12.3 A Firefly accident or theft report form must always be completed and submitted to us when you return the vehicle. In the event of theft, you must return the keys and any remote control anti-theft device to us. If you do not

comply with the requirements of this paragraph 12, any coverage you take to reduce or eliminate your liability Will be void.

12.4 You agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings arising out of any Loss of or damage to the vehicle.

### 13. LIMITS ON LIABILITY

13.1 Subject to paragraph 13.2, we shall not be liable to you or any third party for any Loss or damage arising from the rental Other than as a result of our negligence or wilful misconduct or any Other breach by us of this Rental Agreement. We shall not be liable for any indirect or unforeseeable Loss or damages, including loss of profits or loss of opportunity.

13.2 Nothing in paragraph 13.1 shall exclude or restrict our liability for death or personal injury resulting from our acts or omissions or any Other liability which cannot be excluded as a matter of law.

### 14. ROAD TOLLS, PARKING FINES AND TRAFFIC VIOLATIONS

14.1 You are fully responsible for all road tolls and any fines or Other consequences of the violation of traffic regulations (including congestion charges), parking orders or prohibitions, or any Other laws or regulations during the rental.

14.2 If we are required to pay and/ or process such road tolls, fines, charges or associated costs, you agree that we may charge you with the amount we are required to pay plus a reasonable administration charge, for dealing with each of these matters.

14.3 We shall, upon request, supply you with a copy of any traffic violation notice which we receive.

### 15. PERSONAL DATA

15.1 By entering this Rental Agreement you consent to the computer storage and processing of your personal information by us in connection with this Rental Agreement for the purposes of our legitimate interests, including statistical analysis, credit control and protection of our assets. Accordingly, if you breach this Rental Agreement your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures or prevent damage to our assets.

15.2 You acknowledge that your use of a CDP number (price code) linked to a company Will necessitate our sharing your personal information with that company.

15.3 You have the right of access to, correction and/ or deletion of your personal information held by us. For further information, please see our Privacy Policy, which is available on request at the counter or on our web site.

### 16. INTERPRETATION

If any provision of this Rental Agreement shall be held to be invalid, illegal or unenforceable (in whole or in part) under applicable law such provision or part shall to that extent be deemed not to form part of this Rental Agreement but the remainder of this Rental Agreement shall continue in full force and effect.

### 17. APPLICABLE LAW

We aim to resolve all disputes amicably. If this is not possible, the law of Italy will apply and you agree to submit to the non-exclusive jurisdiction of the Italian courts.