

GENERAL TERMS AND CONDITIONS

Caggese Andrea's company Insaruga Campervan, VAT 02730400732, with headquarters in 09070 - Nurachi (OR), Corso Eleonora n. 173 (hereinafter "Company") rents to the Customer the campervan (hereinafter "Vehicle") described in the relevant rental sheet, under the specific conditions set out therein, as well as the following General Terms and Conditions (hereinafter "G.T.C.").

1) - Collection and return of the Vehicle - The Vehicle must be picked up and returned at the places, times and days previously agreed in writing between the parties. The Customer collects and takes custody of the Vehicle clean and in perfect order, except for any damage seen by the same and described in the rental sheet before collection, and undertakes to return it in equal conditions of cleanliness, as well as with the same tires, tools, documents and all equipment supplied at the time of collection; in default, he will be charged a penalty equal to the price of repurchase of goods and documents not returned. The Customer is responsible for damages caused to the Vehicle for improper use or resulting from wear disproportionate to the kilometers travelled. In the event of theft of the Vehicle, the Customer is obliged to compensate the Company for the market value of the Vehicle at the time of theft, if he does not return the keys and the vehicle registration book to the Company, or has not adopted any conduct necessary for the diligent custody of the Vehicle.

2) - Driving the Vehicle - The Vehicle must be driven by the Customer. It is allowed to drive by only one other subject, previously authorized in writing by the Company, who, as well as the Customer, has counted 21 (twenty-one) years of age and has held a category B driving licence for at least two years. In any case, the Customer remains directly responsible to the Company for any type of damage caused by the movement of the Vehicle. It is expressly forbidden for the Customer and passengers to smoke inside the Vehicle. The Vehicle must never be used: a) for the transport of contraband goods or for any other transport in violation of laws; b) for the carriage of passengers or goods against payment; c) for pushing or towing other vehicles or trailers; d) in competitions of any kind, sporting or otherwise, or tests of routes; e) for the carriage of parcels or postal packages; f) for driving lessons or driving exercises; g) for any other use in violation of laws and regulations; h) for use on unpaved or unpaved roads not open to normal vehicle traffic, or for driving on rough terrain not intended for normal traffic, or with a high slope or with a low grip.

3) - Passengers and pets - The Customer undertakes to respect the maximum number of passengers set out in the rental sheet and is jointly and severally liable to the Company. The transport of animals is limited to only pets owned by the Customer or passengers previously identified by the Company, and must in any case be previously authorized by the Company during the booking; in the absence of prior authorization, The Company may refuse the withdrawal of the Vehicle to the Customer, who may not make any claims whatsoever.

4) - Payments - The Customer undertakes to pay and/or refund to the Company the following: a) any sum provided by the G.T.C. as consideration and/or refund; b) the cost of refilling the fuel and a penalty of € 20.00 (twenty) if the Vehicle is returned with a lower fuel level than that existing at the time of collection; c) the amount of fines or other high financial penalties to be paid by the Customer and/or the Company, for violations of road traffic rules or vehicle traffic regulations committed during the rental period and in relation to which the Customer waives, immediately, to any exception relating to the reimbursement of such fines or financial penalties if paid directly by the Company; d) any expenses, including legal expenses, that the Company should incur in order to obtain payment of the sums due for any reason by the Customer; e) all administrative expenses, taxes, surcharges, taxes, arising from the rental; f) the avoidance of damage caused by negligence to the roof, tarpaulin or curtainment of the Vehicle; g) a penalty of € 40.00 (forty) in case of failure to perform internal and external cleaning and/or refilling the fresh water and/or emptying the waste water and black water. In addition, the Customer acknowledges that the rental will be considered terminated on the date of the actual return of the Vehicle, its keys and documents to the Company. In case of non-delivery, the Customer will be charged: i) in any case, an extra day of rental at the same rate; ii) the cost of recovery of the Vehicle, if not returned; iii) the cost of duplication of documents, if not returned; iv) additional three days of extra rental at the same rate, as well as the cost of replacing the blocks of all locks, if the keys are not returned. The invoice of the Company for the preceding sums is payable on sight by the Customer. In case of late payment of any sum due to the invoice, the Customer must pay the Company interest in the amount of 10%.

5) - **Fines and penalties** - The Customer undertakes to deliver promptly to the Company, by hand or by "registered mail 1", any minutes notified to him by the Public Authority, under penalty of compensation for any damage resulting from the delayed or impossible exercise of the right of defence. The Company is already authorized to charge the amount of fines and financial penalties relating to the rental period on the Customer's credit card issued as a security deposit; in the case of violation reports notified or communicated after the return of the Vehicle, The Company is already authorized to charge the Customer's credit card, also, a commission of € 30.00 (thirty). If, for the Customer's sake, the Vehicle is subject to seizure or administrative detention or is made otherwise unavailable for circulation, the Company will be entitled to a daily penalty equal to the rental rate in force, increased by 50%, without prejudice to the Customer's additional personal and compensatory responsibilities.

6) - **Property of the Customer** - The Customer expressly exempts the Company from any responsibility for the loss or damage of the property of the Customer, transported in the Vehicle during the rental or in it left after the return and, as such, to be considered abandoned.

7) - **Driving the Vehicle** - Without prejudice to the responsibility of the manufacturer of the Vehicle for construction defects, the Customer undertakes to use ordinary diligence to keep the Vehicle in full efficiency, as well as to immediately report to the Company any type of damage, fault, malfunction or defect found during the rental. The Customer expressly acknowledges that the daily check of all levels of the engine fluids is an essential condition for the proper performance of the rental contract and undertakes to fulfil this obligation. The Customer expressly exempts the Company from any liability for delays and damages of any kind that he may suffer as a result of failure, failure, malfunction or defect of the Vehicle, expressly declaring, Likewise, be aware that the water loaded into the tanks of the Vehicle is not potable. The Customer, during the rental period, can make repairs with the written authorization of the Company; the right to refund the sums advanced and authorized by the Company is subject in any case to the delivery to the Company of the repaired Vehicle, both of the relevant repair invoice in the name of the Company and paid, and of the damaged parts replaced in order to exclude the total or partial responsibility of the Customer for the need for the repair itself. The Customer acknowledges that the delivery of the invoice and the replaced damaged parts to the Company is an essential condition for the right to a refund. Are excluded in any case from the right to reimbursement, repairs performed by the Customer and connected to the replenishment of polluted or irregular fuel, puncture and deterioration of tires, wear of brakes or clutch.

8) - **Personal use of the contract** - The Customer undertakes not to assign, sell, mortgage or pledge this contract, neither the Vehicle, nor the tools, nor the equipment in all its parts and, in any case, not to act contrary to the property rights of the Company: In any event, compensation for any damage.

9) - **Obligations of the Customer** - The Customer undertakes to observe all the conditions laid down in the GCC, which will be expressly applied even in the event that the Customer requests, and authorized in writing by the Company, the extension of the rental period. If the Customer, not authorized in writing by the Company, delays for any reason the return of the Vehicle, will be required to pay to the Company a quadruple daily rate for each day of delay, in addition to the compensation of all damages attributed to the Company by third parties (e.g. other Customers). In such cases, the Company will immediately return the security deposit and, if insufficient, will proceed with the additional direct billing of the costs incurred and damages, for which the Customer will not be any exception, As of now renouncing any legal action in his defense.

10) - **Early Return** - In the event that the Customer, for whatever reason, delivers the Vehicle before the expiry of the rental, will not be entitled to any refund for the remaining unused period.

11) - **Cancellation of the rental** - In the event that the Customer, for any reason, cancels the rental reservation, the following amounts must be paid: i) the entire deposit, when the cancellation is notified by the 30 day before the start of the rental; ii) 50% of the rental price, when notice of cancellation is given from the 29th day. to the 20th day before the start of the rental; iii) 80% of the rental price, when notice of cancellation is given from the 19th day before the start of the rental; iv) the full rental price, when the cancellation is notified from 9 day before the start of the rental. In any case, the cancellation must be communicated to the Company necessarily in writing.

12) - **Vehicle not available** - If the Company is unable to deliver to the Customer the Vehicle subject to rental due to her not attributable (eg. theft, fire, serious damage that prevents its movement, omitted or delayed return by

the previous charterer), the Company is expressly exempted by the Customer from any liability and compensation for any damage whatsoever. However, the company undertakes to make available to the customer other vehicle of the fleet where actually available.

13) - Claims and consequential damages - In the event of a claim, the Customer undertakes to protect the interests of the Company and its insurance company, obliging, inter alia, under penalty of forfeiture of the benefit of any insurance cover, a: i) to provide the names and addresses of the parties involved in the casualty and the witnesses; ii) not to admit any responsibility or fault; iii) not to leave the Vehicle unattended or without adequate safeguard; iv) give the Company immediate telephone notification of any damage to the Vehicle, even slight, with the consequent sending of a detailed written report by fax or telegram or e-mail; v) immediately inform the police authorities in the event of the need to investigate third parties or in the event of injuries. It is understood that in case of accident, if the competent authority obliges the Company to test the Vehicle, given the current legislation in force, the Customer is obliged to refund the Company the difference between the commercial value of the intact Vehicle and its lower value as a result of the accident.

14) - Security deposit - The Customer, at the time of collection of the Vehicle, will pay a security deposit of € 1,000.00 (thousand) by credit card, to cover any payments and/or refunds and/or penalties and/or damages provided by the G.T.C., Without prejudice to the Customer's obligation to pay to the Company all further sums due as a result of the G.T.C. in excess of the security deposit. The Company will return the security deposit within 31 days from the regular return of the Vehicle, subject to verification of the non-existence of damage to the same; in case of damage to the Vehicle, the amount of the same will be reduced by the security deposit up to the amount of the same and subject to compensation for the greater damage.

15) - Omitted return or abandonment of the Vehicle - In the event that the Customer, without having previously obtained the written authorization of the Company to extend the rental period, fails to return the Vehicle at the established places and times, the Firm will proceed to lodge a complaint with the competent Authorities. It is expressly forbidden to the Customer to abandon the Vehicle, at the end of the rental period and for any reason or exception, at places other than the established one; in case of violation of this prohibition, without prejudice to the right of complaint-complaint by the Company, The Customer will be charged a penalty of € 2,000.00 (two thousand) on the credit card.

16) - Damage to the Vehicle - The Customer is obliged to compensate the Company for any damage occurred to the Vehicle during the rental period, even if due to the accident or the fact of third parties or occurred after the return. In the event of damage attributable to the Customer, the latter will also be charged the daily cost of the rental of the Vehicle for each day of technical downtime necessary for the repair of the same after the return. The Customer hereby authorizes the Company to collect and retain the full amount of the security deposit in case of damage, until the time of any compensation by the Insurance; the deposit, deducted what is not compensated by the Insurance and whatever else due under the G.T.C., will be returned to the Customer, without interest, after the actual payment by the Insurance in favor of the Company. However, the Customer remains liable to the Company for the entire amount of the loss and loss of profit in accordance with the rules of the Civil Code.

17) - Insurance - The Customer declares to be aware that the Vehicle enjoys the following insurance cover: i) liability for damages to third parties, excluding the driver, with a maximum of € 7,290,000.00; ii) accident guarantee with a maximum of € 75,000.00; iii) road assistance; iv) reimbursement of accommodation and breakfast expenses for drivers and passengers, up to a maximum of € 100.00 per person with a limit of € 750.00 per claim; v) reimbursement of the cost of economy class air ticket for the return home of the driver and passengers, in the event that the Vehicle, following an accident, remains immobilized for at least 36 hours.

18) - Territorial scope of the rental - Subject to the written authorization of the Company, the Customer is expressly prohibited from driving or transporting the Vehicle outside the territory of the Region of Sardinia, under penalty of loss of the entire security deposit and subject to greater damage.

19) - Contractual provisions and modifications to the contract - In case of incompatibility between one or more dispositions of the G.T.C. and one or more dispositions of the charter card, the latter will prevail, without prejudice to the content of any other disposition of the G.T.C.. In the event of incompatibility between one or more provisions of the G.T.C. and one or more provisions of law, the latter will prevail, without prejudice to the content of any other provision of the G.T.C.. Any modification or derogation to the G.T.C. or to the rental sheet, is

to be considered non-existent if not proved in writing.

20) - Applicable law and place of jurisdiction - The rental contract is governed by Italian law, regardless of the nationality or residence of the Customer; for anything not expressly provided for in the G.T.C., the rules of the Civil Code apply. Unless a rule of law provides for the mandatory jurisdiction of the Customer as "consumer" the parties expressly agree on the exclusive territorial jurisdiction of the Court of Oristano in relation to any type of dispute that may arise between them in relation to the interpretation and execution of the contract.

Place _____ Date _____

The Customer _____ The Company _____

Without prejudice to the content of the rental card, the Customer, pursuant to and for the purposes of art. 1341 and 1342 of the Civil Code, as well as articles. 33 and ss. of D. Lgs. n. 206/2005, declares that it has contracted and understood, and therefore accepts it specifically through further subscription at the bottom, the contents of the articles above codified and so succinctly described:

- 1 - return of the Vehicle and related responsibilities;
- 2 - driving rules and related responsibilities;
- 3 - passenger transport and joint liability; authorisation for pets;
- 4 - various pecuniary obligations towards the Company;
- 5 - traffic violations, compliance and related liability;
- 6 - loss, damage and abandonment of things of the Customer;
- 7 - driving and repair of the vehicle; compliance, reimbursement and related liability;
- 8 - personality of the contract and protection of the property of the Company;
- 9 - respect of the G.T.C. also in case of extension of the chartering and connected responsibilities;
- 10 - early return without refund;
- 11 - written cancellation and related penalties;
- 12 - liability waiver for unavailability of the rented vehicle;
- 13 - compliance and liability in the event of a claim;
- 14 - use and refund of the security deposit;
- 15 - failure to return or abandon the Vehicle; related liability;
- 16 - liability for damage to the Vehicle;
- 17 - insurance coverage and limitations of guarantees;
- 18 - territorial limitation of rental and related liability;
- 19 - prevalence of law and rental card on G.T.C.; need for written form for contractual changes;
- 20 - rental regulated by Italian law; exclusive jurisdiction.

Place _____ Date _____

The Customer _____ The Company _____