



## **General rental conditions.**

### **Definitions:**

**Rental company** : FUSTINONI S.R.L. based in Via Trento No. 4, Curno Bergamo, Italy.

**Customer**: a person or company who subscribes to this proposal

**Vehicle** is the vehicle (camper, caravan, motorhome, etc..) Covered by this agreement.

**Rental Agreement** : This agreement is composed of a "Proposal of hire" and the "General rental conditions".

**Handover module** : Which contains a description of the vehicle at the time of withdrawal and return at the end of the rental, which becomes an integral part of this agreement.

### **1.Contract conclusion.**

**1.1. Rental agreement** : by signing the agreement-Proposal the customer accept the rentals conditions, as per the 3 documents : Proposal of Hire / General rental conditions / Handover module, for the described vehicle.

**1.2. Deposit**: Agreement is only valid with an initial payment of 25% of total rental cost. Cash or transfer payment.

**1.3. Conclusion of rental agreement**: Agreement is reached when customer receive signed rental documents.

### **2. Deposit:**

At takeover the customer must pay a deposit of Euro 1.000,- to guarantee the correct use and integrity of the vehicle. The customer shall have this deposit back at the return of vehicle, once verified and controlled the vehicle's conditions. In case of damages, these will be subtracted the deposit, along with the provisions in Sections 6, 7 and 10. In case damages exceed the deposit, full settlement is required immediately, without prejudice to other options provided by 'art.1453 of the Civil Code. The payment must be cash or credit card.

### **3. Balance payment and vehicle takeover :**

**Customer agrees to pay rental as :**

a) a daily rental fare as per Current prise list in force. The balance of total rental must be paid not less than 30days before takeover of vehicle, by transfer payment or cash.

b) Any additional amount for eventual extra insurance, equipment rental, etc..

c) Additional km-cost as per Prise list.

d) The client also agree to pay rental company, all the amounts payable under any of the conditions, fines, charges, penalties, described in subsequent paragraphs of the General Conditions. The payment of such amounts will be due upon request of Rental company without prejudice to the deadlines set in the following points relating to the dispute.

c) Delivery as well as return of the vehicle will take place at the premises specified in the rental agreement.

Upon vehicle takeover, the customer sign the "Handover module", and declare the fulfilment of the contract and state of vehicle :

a) having inspected the vehicle, the equipment on board and accessories

b) having determined that compliance with the contractually agreed

c) having found good maintenance condition and the absence of obvious defects.

In the case of any unsatisfactory "findings" it must be written on both copies at the takeover. Additional claims can too be reported within 24hours from takeover by phone call.

**4. Rental company's Obligations and services** : The rental company agrees to make available for customer at a time agreed, the vehicle as defined in "the rental" fully equipped and with agreed accessories. In case of unavailability of means of force majeure occurred after the confirmation of the rental proposal, the rental company may offer customer another similar vehicle, eventual with refund if of lower category. The customer may accept or reject the proposal, in this case requiring the full refund of all what has been paid. Rental company will not accept any other claim compensations.

In case of cancellation by the rental company, is not due to force majeure, the customer will have the reciprocal right to receive the double of the deposit with the exclusion of any claim to damages.

### **The rental agreement includes:**

a) rental for the agreed period and mileage specified in the rental,

b) EL-cables, water hose, Gas-alarm, Air-con. Sun-roof, fire extinguisher, Bike-carry, radio with CD . Inverter

c) insurance as specified in the rental, (Maa Motorstop Assistance with availability 24 hours on 24, mandatory RC-insurance and Green Card for most European countries. Kasko insurance with Euro 1.000,- self-risk. ).

d) taxes (VAT included)

c) oil, maintenance and repair of mechanical failure not caused by negligence of the customer

### **The rental agreement DOES NOT include:**

- a) fuel, liquid gas products for toilets, laundry, dishes and cookware, etc.
- b) Inside cleaning and emptying of all tanks. Vehicle must be returned cleaned inside and with empty tanks. Eventual cleaning of interior and emptying of tanks will be charge at Euro 50,- , unless more intensive cleaning will be required.
- c) Eventual excess km will be charged by €0,20 per excess km.
- c) holes or broken tire, damage to the rims, etc..
- d) Insurance coverage in excess of the "green card" tax claims by foreign countries, although transit rights for periods in excess of the rental.

**5. Responsibility of the renter – damages to the user:** the rental company assumes no responsibility after delivery of the vehicle, for deficiencies, failures or other defects of the vehicle, not recorded in the Handover module, unless the same are not due to its serious misconduct or default by rental company. Nor any damage to persons or property found on board the vehicle, will not be charged to rental company.

Nor to be responsible for any events that occur after delivery of the vehicle, which will make the vehicle partially or totally impossible to use it. Way of example, such cases may be, illness or other impediments to the customer, the inability to use the vehicle as a result of accidents caused by third parties and although covered by insurance, natural disasters, strikes, vehicle theft, etc. . In these cases the customer will, however, be required to pay the entire rental amount.

### **6. Obligations of the customer regarding the use of the vehicle**

6.1 - Waiver by the customer: if for any reason the customer unilaterally cancel the present proposal:

6.1.1 You will be entitled to a refund of the full amount paid as an advance if the renunciation of the execution of the contract were to be received, in writing to the landlord, before acceptance of the proposal itself (Article 1.3)

6.1.2. It will be required to pay an amount equal to 25% of the cost of the entire lease if the waiver were to be communicated before 30 days from the start of the lease.

6.1.3. It will be required to pay an amount equal to 50% of the cost of the entire lease if the waiver were to be communicated from the 30th to the 16th day from the beginning of the lease.

6.1.4. Will be required to pay an amount equal to the full amount of the lease if the waiver were to be communicated after the 15th day of the start of the lease.

**6.2. Excess mileage and damage:** at the return of vehicle the customer must pay the amount of excess mileage (if provided by contract) and any damage caused.

**6.3. Use of the rented vehicle:** the customer claims to know the rules on motor insurance in Italy, the rules of traffic and major legislation in the country of a vehicle. Undertakes, therefore, to use the vehicle with utmost diligence, to circulate only in countries where insurance coverage is provided for "green card" and not to provoke with his behaviour, the loss of insurance coverage themselves. In particular:

6.3.1. The vehicle can not be used and conducted in a manner inconsistent with the provisions of its paper circulation. The customer agrees to not carry persons exceeding max. Allowed number of people, nor overload the vehicle, carrying property which will exceed max. Load of vehicle – 3500Kg.

The customer agrees not to drive at speeds higher than those allowed by traffic rules of the country where it is used and the maximum dictated by the manufacturer.

6.3.2. The vehicle can not be sub-rented or given on loan to third parties

6.3.3. The vehicle can not be driven by people physically unfit or who do not fulfil the requirements of the traffic regulations of the country where it is used. The must only be conducted by the people listed in the rental and who have not obtained a license for less than 3 years.

6.3.4. Customer agrees to park, where possible, in guarded parking, and in all cases locked with alarm ON.

Customer agrees to bring along key and vehicle documents, when leaving it. Customer agrees to be aware of the Highway Code rules, regarding the conduct and camper-rest and is committed to comply with any prohibition, as of now, meanwhile taking the full responsibility for any infringements and derived fines for such infringements.

6.3.5. In cases of forced interruption of the journey, the customer must promptly inform, within 24-hours, the rental company, so that they can provide for the recovery of the vehicle in an appropriate way

6.3.6. The use of the vehicle in violation of even one of the provisions contained in the preceding paragraphs will result in the customer's responsibility to pay full compensations for all costs and damages the rental company may suffer. The rental company can claim these rights on the deposit. If the amount due exceeded the amount of the deposit or the same had already been returned, the customer will be required to pay the difference.

### **7. Third Party Liability - indemnity to rental company.**

7.1. Each charge/fine that the rental company may incur for breach of civil, criminal or administrative sanctions for acts or conduct of the client during the rental period remains the customer's sole responsibility. Therefore customer must pay the amounts that should be charged to the rental company or, if customer should ask to pay promptly, as fines/charged may arrive after the return of vehicle. In particular, the customer, during the rental, will be directly responsible for any violation of laws governing traffic and parking of vehicle.

7.2. in case of theft of the vehicle, all or part of equipment, fire or accident, the customer must notify the rental company immediately by telephone, telegram or fax, within 24 hours and make regular complaints to the competent authorities place, (in Italy, the Carabinieri), too within 24hours. Failing to this that he will be responsible for any loss or damage arising from failure to notify the rental company, in all cases and including third-parties or rental company. Vehicles are not covered for any partial theft and the rental company is not liable in cases of theft

of the interior parts of vehicle.

7.3. in case of damages to property of others or suffered by third parties the customer should always fill-in all details in the "Accident module" and if possible, have it signed by the counterparty. In any event, customer must request a police-intervention, and ensure that the accident-module is properly made. A copy of the accident-module must be sent/faxed to rental company within 48 hours of the incident. The customer also can not sign documents that may establish the liability of the rental company, without prior authorization, 7.4. 7.4 Despite the insurance coverage with a small "self risk" for the customer in case of an accident caused by customer(ex. From misjudgement of overall vehicle dimensions, internal damage to the furniture or accessory equipment), these repair-damages must be paid at the return of vehicle or on request by rental company, as soon as the damage have been quantified in written, with copy to customer.

The rental company is entitled to deduct the amount from the deposit or, if this were not enough to demand payment from the customer. It also reserves the right to charge the customer for the period in which the vehicle should remain stationary for repairs, the amount of the daily rate of hire according to price lists inforce at the time, cases of careless conduct of vehicle.

7.5. In case of damage to the vehicle wholly or partly, covered by insurance, the rental company reserves the right to withhold the deposit until the obtaining of compensation from the assurance company and to claim for any unpaid compensation, to the customer.

**8. Maintenance and mechanical failure:** during the rental period the customer agrees to perform vehicle maintenance as specified by the manufacturer. The costs that are incurred for these operations will be fully reimbursed by the rental company, upon presentation of invoice with invoicing address to rental company. Regarding the repair of failure, the customer should contact, whenever possible, official workshops for the vehicle manufacturer, as the rented vehicle is covered by the warranty. If the workshop were to refuse to perform free repair, or the vehicle should not be any longer covered under warranty, and the expense exceeds the amount of 150 euros, the customer must obtain prior authorization by telephone by the rental company. In this case, the advance repair payment, will be fully refunded at the return of the vehicle, upon presentation of invoice, addressed to the rental company, along with parts that might be replaced. In any case, the rental company will not reimburse the cost of repairs caused by inexperience or lack of diligence in the use by the customer.

**9. Prolongation or shortening of the rental duration:** The rental company will not accept any claim for compensation, made by the customer in case of earlier return of vehicle, as originally agreed.

9.1. The duration of the rental period can not be extended, without prior authorization by telephone request to the rental company, made at least two days before the end of the rent. The rental company will then immediately inform the relevant terms, conditions and possibilities for such extension. In case of delayed return of vehicle, according to what has been agreed, the rental company will charge customer an amount equal to three times the daily rate for each day of delay or fraction thereof. If extension was approved the, the daily rate will be according to current price list.

9.2. Upon failure to return vehicle, and at the expiry of 12 hours from the hour of the agreed vehicle return, and in case where the extension has not been approved, and nor has the customer informed of delay, the rental company will proceed making official claim tom police forces.

**10. Return of vehicle :** the vehicle must be returned at the date/time agreed with rental company. The vehicle will be inspected at the return, together with customer for a first preliminary control. On the Delivery Module with be notified, mileage, diesel level, checked that other tanks are empty, damages to vehicles and its interior, and eventual problems encountered by the customer during use.

When vehicle returned in perfect condition of maintenance, with a full tank of fuel, good interior hygiene and cleanliness, including toilet, and with Fresh-water & Dirty-water tanks and WC tank completely empty both inside and outside the toilet and dirty water tanks completely empty, the deposit will be fully refunded.

When vehicle not properly cleaned and tanks empty and fuel tank not full, the rental company reserves the right to deduct the deposit, by these costs of both materials and labour, without further formalities. Minimum €50.00 will be charged for cleaning emptying tanks. The customer must also pay for damages, deficiencies, defects of the vehicle and equipment is that they have been identified at the return, or if not immediately found, notified in written to customer within 15 working days from return, with immediately payment for full repair.

In case the km-counter at return is broken or tampered the customer has not informed the rental company, the customer will be charged the amount reflecting the cost of 500 km per day for each day, at a cost of triple the price list in force.

The return after the time/hour agreed, in the rental agreement or agreed in advance, will be charged as an additional rental day at current price list rate.

**11.Customer's data :** by signing this the customer agrees that have been previously notified and expressly agrees that the data provided:

1. are stored in computer files and / or paper dealer

2. Be used by itself as well as outside companies or entities linked to it for the fulfilment of legal obligations, contractual and tax and for the use of administrative, commercial and promotional material from activity.

Also claimed that customer is aware that they are entitled to information, erasure, updating, integration and opposition to the processing of the data as provided by DL Decree 196/2003 and to assert their rights may contact the manager of data processing

**12. Domicile of the parties and jurisdiction:** subject to different laws, any dispute will be responsible for the hole in the place of domicile of the seller.

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**Signature of Fustinoni SRL**

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**Signature of Client**