

In ogni caso di mancata riconsegna del veicolo, o in caso di danneggiamento o furto dello stesso, il Cliente, dovrà pagare la quota corrispondente alla franchigia indicata nel contratto di noleggio, oltre alle spese per la gestione amministrativa della pratica di furto o danno, (salvo il caso in cui abbia acquistato una delle opzioni di limitazione della responsabilità economica, di cui al successivo art. 10). In assenza di scelte opzionali di riduzione della stessa, il Cliente sarà tenuto a corrispondere le somme come indicate dalla seguente tabella e distinte a seconda che si tratti di vetture piccole, medie e grandi.:

VETTURE PICCOLE (CATEGORIA B-B1-B2-C-C1)

Responsabilità danno 1500.00€ + IVA

Responsabilità furto 2000.00€ + IVA

VETTURE MEDIE (CATEGORIA D-D1-E-E1-P)

Responsabilità danno 2000.00€ + IVA

Responsabilità furto 2500.00€ + IVA

VETTURE GRANDI (CATEGORIA P1-P3-G-G1-V-V1)

Responsabilità danno 3000.00€ + IVA

Responsabilità furto 3500.00€ + IVA

L'individuazione delle categorie in B, B1, C, C1, D, D1, E, E1, P, P1, G, G1, V, V1, corrisponde ai codici di classificazione dei veicoli ACRIS e relative a categoria, tipo, dimensione, cambio, carburante-aria condizionata.

Il Cliente sarà ritenuto responsabile dei danni rilevati al rientro del veicolo e non segnalati come preesistenti sul verbale di consegna del veicolo ai sensi dell'art. 1588 del c.c., restando tenuto a dimostrare che l'evento dannoso non è conseguenza della sua condotta anche omissiva e di aver custodito il veicolo con la massima diligenza, tenuto conto delle circostanze.

In tal senso resta inteso che la eventuale sottoscrizione di qualsivoglia limitazione/esclusione di responsabilità non potrà dare luogo ad alcuna inversione dell'onere della prova.

In ogni caso, l'efficacia della copertura assicurativa nei confronti del Cliente, nonché qualsiasi limitazione di responsabilità previste a suo favore, sono escluse nel caso di dolo o colpa grave del medesimo, ivi inclusa la guida in stato di ubriachezza ovvero in violazione del Codice della Strada o di altre leggi e regolamenti. Sono, altresì, esclusi dalla copertura assicurativa e dalle limitazioni o esclusioni di responsabilità i danni causati volontariamente dal Cliente al veicolo, o per incuria, nonché quelli relativi agli interni del veicolo, il danno causato dalla mancanza di valutazione dell'altezza del veicolo e degli oggetti sporgenti o sovrastanti il tetto, quelli causati al kit frizione, a parti meccaniche, dovuti al fuori giri del motore, i danni o il furto dei pneumatici e/o dei cerchi, nonché i danni cagionati dall'inosservanza delle disposizioni in materia di Circolazione del Veicolo e Condizioni di Utilizzo di cui all'Articolo 6 nella parte relativa agli oneri del Cliente.

In caso di danni il Cliente sarà tenuto a pagare le somme definite di seguito.

Danni rilevati al momento della restituzione del Veicolo e in presenza del Cliente

Ove al momento della riconsegna del veicolo, nel corso dell'ispezione eseguita dall'incaricato del Locatore in presenza del Cliente, siano rilevati dei danni, la cui presenza viene dallo stesso riconosciuta con la sottoscrizione del verbale di riconsegna, il Locatore provvederà a fornire immediatamente una stima dei costi di riparazione che saranno addebitati al Cliente. Per contenere il tempo di quantificazione dei danni e limitare il possibile fermo tecnico del Veicolo, la quantificazione dei danni sarà effettuata tramite perizia analitica da tecnico perito incaricato dal locatore. In alcuni casi, e in particolare per alcune tipologie di danni leggeri (indicati nella tabella dei danni come "lievi" e "medi" (gg ft inferiori a 1), il veicolo potrebbe non essere riparato immediatamente, in questi casi nella quantificazione del danno non si terrà conto del Fermo tecnico del Veicolo. Qualora fosse possibile quantificare l'ammontare del danno alla stazione di noleggio, si provvederà ad addebitarlo sulla carta di credito del cliente (o tramite il differente metodo di pagamento da questi utilizzato per il noleggio) già al momento della restituzione del Veicolo al termine del noleggio. Ove il cliente intenda contestare il danno o la sua quantificazione ed addebito rifiutando di firmare il verbale di riconsegna del veicolo, il Locatore annoterà tale circostanza e applicherà la procedura di contestazione Cliente.

La presente procedura si applica:

- se il danno non è inserito nella griglia di valutazione dei danni disponibile o si tratti di danni meccanici e occulti;

- in caso di danni quantificati utilizzando la griglia di valutazione dei danni del Locatore e contestati dal Cliente;

- se i danni sono quantificati dagli incaricati del locatore o dagli auto riparatori senza la presenza del Cliente (ad es. in caso di restituzione del Veicolo Fuori Orario o danni occulti);

In tali casi il Locatore incaricherà un soggetto terzo (perizia tecnica) che valuterà l'ammontare del danno tenendo in considerazione i prezzi dei ricambi originali e dei tempi di m.o. occorrenti da tempario ania.

Sarà cura del Locatore comunicare al Cliente l'ammontare del danno in un secondo momento, unitamente ai seguenti documenti:

- Verbale di riconsegna del veicolo e foto dei danni;

- Perizia tecnica per riparazione dei danni, che potrà variare in conseguenza della natura del danno che includerà anche il fermo tecnico (se applicabile);

- l'ammontare del corrispettivo per la gestione della pratica di sinistro (€ 250,00 + iva).

Il Cliente avrà facoltà di contestare i danni e la loro quantificazione entro 5 giorni dall'invio della predetta comunicazione (a mezzo e-mail certificata o raccomandata A/R).

In difetto di contestazione nel termine suindicato, il Locatore si riserva il diritto di provvedere ad addebitare sulla carta di credito fornita dal Cliente (o di trattenerne, nel caso di differente metodo di pagamento utilizzato per il noleggio) l'ammontare dei danni e del corrispettivo per la gestione della pratica di sinistro.

10.Limitazioni della responsabilità economica acquistabili dal Cliente

Il Cliente può acquistare alcuni prodotti che gli consentiranno di ridurre la sua responsabilità economica in caso di danneggiamento del veicolo o di furto, sostenendo un costo giornaliero, indicato nel contratto di noleggio, che varia in base alla categoria dell'auto ed ai giorni di noleggio.

Le opzioni acquistabili sono le seguenti:

COPERTURA BASIC: Riduzione delle responsabilità in caso di danno e di furto a:

1500.00€ DANNO – 2000.00 FURTO (VETTURE PICCOLE)

2000.00€ DANNO – 2500 FURTO (VETTURE MEDIE)

3000.00€ DANNO – 3500.00 FURTO (VETTURE GRANDI)

In questi casi il Cliente sarà responsabile solo dell'importo previsto per l'opzione acquistata.

PLUS: Nel caso in cui si ha una riduzione delle responsabilità qualora il suo veicolo a noleggio venisse danneggiato oppure venisse rubato, sarà esposto economicamente con l'autonoleggio sino all'importo massimo indicato sotto la voce franchigia (ridotte). La informiamo inoltre che nella sua carta di credito verrà bloccato, ai fini cauzionali, l'intero importo indicato sotto la voce deposito, in relazione alla copertura assicurativa che avrà scelto. Tale somma verrà interamente svincolata alla riconsegna dell'autovettura qualora non ci fossero ulteriori costi da sostenere, quali: Danno e/o Furto dell'auto; Carburante mancante; Giorni addizionali di noleggio; Perdita delle chiavi; Riconsegna in un'altra sede non prevista; Riconsegna oltre l'orario stabilito. Gli importi si intendono IVA inclusa.

PREMIUM: Eliminazione delle responsabilità in caso di danno e di furto. In questi casi, la responsabilità economica per danneggiamenti o furto del veicolo sarà a carico del Locatore e nulla sarà dovuto dal Cliente.

Il Cliente che viola i termini del contratto di noleggio perde i benefici derivanti dall'acquisto di una delle opzioni di riduzione della responsabilità, pertanto sarà tenuto a pagare l'intero costo delle sostituzioni o i costi di riparazione stimati.

In ogni caso, in ipotesi di uso negligente del veicolo da parte del Cliente, o guida del veicolo senza l'ordinaria diligenza, o non rispettando le presenti condizioni di noleggio, il Locatore potrà rifarsi su tutti i danni riscontrati, non applicando l'opzione di riduzione della responsabilità acquistata dal cliente.

Inoltre, sono esclusi dalle opzioni di riduzione della responsabilità, anche nel caso di scelta della opzione FULL KASKO i danni a:

SOTTOSCOCCA DELL'AUTO - PNEUMATICI – TETTO - INTERNI DELL'AUTO – CRISTALLI -RETROVISORI ESTERNI E INTERNI - PARTI MECCANICHE.

PREMIUM PLUS(Copertura Cristalli e Pneumatici): Eliminazione delle responsabilità in caso di danno e di furto. In questi casi, la responsabilità economica per danneggiamenti o furto del veicolo sarà a carico del Locatore e nulla sarà dovuto dal Cliente.

Il Cliente che viola i termini del contratto di noleggio perde i benefici derivanti dall'acquisto di una delle opzioni di riduzione della responsabilità, pertanto sarà tenuto a pagare l'intero costo delle sostituzioni o i costi di riparazione stimati.

In ogni caso, in ipotesi di uso negligente del veicolo da parte del Cliente, o guida del veicolo senza l'ordinaria diligenza, o non rispettando le presenti condizioni di noleggio, il Locatore potrà rifarsi su tutti i danni riscontrati, non applicando l'opzione di riduzione della responsabilità acquistata dal cliente.

Inoltre, sono esclusi dalle opzioni di riduzione della responsabilità, anche nel caso di scelta della opzione FULL KASKO i

danni a:

SOTTOSCOCCA DELL'AUTO – TETTO - INTERNI DELL'AUTO -RETROVISORI ESTERNI E INTERNI - PARTI MECCANICHE.

11. Contestazioni in caso di noleggio tramite intermediari

In caso di noleggi relativi a prenotazioni effettuate tramite intermediari (Agenzie di Viaggi, Tour Operators, Brokers, ecc.), la responsabilità del Locatore può essere invocata dal Cliente esclusivamente in relazione alle obbligazioni nascenti dalla Lettera di Noleggio, essendo il Locatore estraneo da qualsiasi ulteriore obbligazione assunta dagli intermediari al momento della prenotazione/reperimento del noleggio, in relazione alle quali eventuali reclami o richieste dovranno essere avanzate dal Cliente esclusivamente nei confronti degli intermediari. Il Cliente che provvede al pagamento del noleggio tramite intermediari (broker) è comunque solidalmente obbligato verso il Locatore a corrispondere ogni importo contrattualmente dovuto in caso di totale o parziale inesigibilità del titolo emesso dall'intermediario stesso.

12. Utilizzo di dispositivi satellitari. Al fine di tutelare il Locatore dai rischi di furto o di frode, possono essere installati su alcuni veicoli dispositivi satellitari (GPS e simili) in grado di rilevare l'ubicazione del veicolo stesso e la velocità o il comportamento di guida, mediante il tracciamento della sua posizione. Il Locatore si riserva la facoltà di comunicare, se necessario, tali dati ad Autorità giudiziarie, Compagnie assicurative, Studi legali e Società specializzate nella prevenzione e gestione dei furti e dei sinistri e di utilizzarne o farne utilizzare i contenuti per ogni azione a propria tutela.

Il locatore, ai fini della tutela della privacy del cliente, si impegna ad informarlo preventivamente circa l'utilizzo di tali dispositivi e/o di segnalare la presenza, attraverso l'applicazione di vetrofania sul veicolo.

13.Clausola risolutiva. La violazione delle disposizioni di cui agli Articoli, 2, 4, 5, 6, 7, 8, 9 e 10 legittima il Locatore alla risoluzione del contratto ai sensi dell'art. 1456 cod. civ. ed al risarcimento degli eventuali ulteriori danni.

14.Legge applicabile e Foro esclusivo. Il contratto di noleggio è regolato dal diritto e dalla legge italiana, per qualsiasi controversia ad esso relativa, vengono applicati esclusivamente il diritto e la legge italiana davanti a qualsiasi Foro ed Autorità. Per qualsiasi controversia derivante dal presente contratto le parti convengono che sarà competente il Foro di Palermo. La superiore disposizione non si applica, tuttavia, ai Clienti che siano qualificabili come *consumatori* ai sensi dell'art. 3, co. 1, lett. a), del Decreto Legislativo 6 settembre 2005, n. 206 (c.d. Codice del Consumo); nel qual caso, sarà competente il foro della località di residenza o di domicilio elettivo del Cliente.

15.Traduzione In caso di dubbi o di differenze di interpretazione, la versione in lingua italiana prevale su quella in lingua inglese, in quanto la stessa esprime l'esatta volontà delle parti. Il testo inglese, consultabile e disponibile, a richiesta del Cliente, rappresenta una mera traduzione letterale.

16.Interpretazione Qualora una delle disposizioni del Contratto sia ritenuta invalida o inefficace, in tutto o in parte, la stessa sarà disapplicata ed il Contratto rimarrà valido ed efficace per le restanti disposizioni.

17.Domicilio e comunicazioni. Il Cliente, a tutti gli effetti di legge, al fine dello svolgimento del presente rapporto di noleggio, dichiara di eleggere il proprio domicilio all'indirizzo comunicato al locatore nella dichiarazione di residenza sottoscritta e consegnata al locatore e indicato nella lettera di noleggio. Salvo indicazione contraria, alcune comunicazioni tra le parti inerenti al contratto avverranno all'indirizzo di posta elettronica indicato dal cliente.

MGL WORKSERVICES SRL, which uses the "MGLRENT" brand (owned by MGL WORKSERVICES SRL) with registered office in Palermo, via Nino Savarese 25/a, 90147 Palermo - pi. 05864340822 - hereinafter referred to as the "LESSOR", rents to the "LESSEE", hereinafter referred to as "Customer", the vehicle (including its accessories and spare parts) from the date of return of the vehicle and / or closure of the rental agreement.

The Customer undertakes to pay the rental fee foreseen in the chosen rate and indicated in the rental agreement, the fee due for each optional / extra purchased, as well as the supplements provided for the hypothesis of signing one of the optional clauses of limitation of liability , referred to in article 9 below.

The total amount of the applied rate takes into account the duration of the rental, the selected extras and any other additional option chosen when booking or signing the contract, the vehicle class and other variable calculation factors (eg. Km and hours extras established in the Rental Agreement). The Customer undertakes to pay the lessor the cost of refueling for each missing liter and the related refueling service (equal to € 15.00 + VAT) if he returns the vehicle with a quantity of fuel lower than that received. In no case will the Customer be refunded for excess fuel.

The Customer is also required to pay, if due, any share for economic responsibility deriving from damage and theft of the vehicle, costs for extra cleaning, tolls and parking, roadside assistance, administrative penalties for violation of the highway code .

Neither the Customer nor any additional drivers, if foreseen and authorized, will ever be able to drive the Vehicle outside the Italian State Territory.

The Customer or any additional driver must drive the vehicle in compliance with road traffic regulations; must ensure that any baggage or goods carried in the vehicle are well stowed and closed in order to avoid causing damage to the Vehicle or risks for the passengers carried. The Customer is required to guard the vehicle using the utmost diligence and in any case to ensure that it is closed and protected by activating the anti-theft system, if equipped, every time the vehicle is parked or left unattended;

The Customer and / or any driver must never drive the vehicle under the influence of alcohol, drugs or other illegal substances or any other substance (both legal and illegal) that is capable of compromising the ability to drive.

The Customer is obliged to use the antifreeze additive, where necessary and required by climatic conditions. The Customer must compensate the Lessor for any damage related to the possible freezing of the fuel, as well as reimburse him for all costs incurred for the recovery of the vehicle, including any cost of the technical stop.

Furthermore, the Customer undertakes to use snow chains where required by law

The Customer and / or any driver is required to refuel the vehicle with the correct type of fuel. If the vehicle is fueled with an inappropriate type of fuel, the customer will be responsible for any costs necessary for the transfer of the vehicle and / or for the repair of the damage caused to it, calculated in accordance with the rules described in the following section (Damage to the Vehicle) unless it proves that the error is attributable to an identified third party.

These general conditions are an integral part of the rental contract (or letter).

The changes made to the following general conditions will be preceded by a specific communication through the website www.mglrent.com (under construction)

2. **Accessibility to rental.** Both the Customer and any additional driver authorized to drive the vehicle, identified in the Rental Agreement, must comply with the identification and qualification formalities required by the Lessor, providing, in order to extract a copy, a valid identity document. Each driver of the Vehicle undertakes not to provide false information regarding his / her personal details, age, residence or domicile address, telephone number, e-mail address, as well as about the possession of all the legal requirements for driving license , aware of the fact that in the event of false declarations he / she may be prosecuted for what has been declared. Both the Customer and each authorized driver must be aged between 21 and 79 and be in possession of a valid driving license for the rented vehicle, issued for at least 24 months, which must be shown in order to extract a copy . For driving people under 25 years of age, access to the rental is allowed with the application of a daily supplement.

3. **Vehicle.** The Lessor provides vehicles covered by mandatory RCA insurance, in accordance with current Italian laws. The R.C.A. guarantees insurance coverage for civil liability towards third parties, animals and things (excluding those transported). The vehicles supplied are suitable for circulation, equipped with safety equipment (emergency stop triangle, tools; high visibility vest; spare wheel and / or repair kit) and in compliance with the registration and circulation tax. The signing of the Rental Agreement constitutes acceptance of the insurance conditions between the Lessor and the insurance company chosen by the same.

4. **Methods of payment** For the rental of the vehicle, payment is made in advance with the main credit cards, or by debit card - subject to the issuing of a specific authorization from the issuing institution - or by cash, or bank transfer. In case of payment by credit card in the name of a person other than the Customer, the additional signature of the cardholder will be required. In any case, the Lessor has the right to refuse the conclusion of the rental contract at its free and unquestionable discretion, without the obligation to give any reason to the Customer.

5. **Collection and return of the Vehicle.** The Lessor delivers the vehicle to the Customer complete with all the accessories required by law and all the documentation necessary for circulation. The vehicle is delivered to the Customer through the delivery report (checklist) upon signature on digital or paper support if the digital support is not usable and / or available. Delivery takes place after checking the condition of the vehicle, with indication and any photographic documentation of any existing damage. The state of the vehicle and the completeness of the legal accessories are taken for granted by the signing of the report on the digital support referred to above and by the non-objection of the customer who, taking the vehicle, acknowledges that it is in an excellent state of maintenance and suitable for the agreed use and also that it is equipped with all the accessories and documents indicated. It is, however, without prejudice to the Customer's right to prove the existence of any hidden defects at the time of delivery and / or defects occurring during the rental that are not attributable to him. It is the Client's obligation to notify the lessor of the discovery of the aforementioned defects immediately. The Customer undertakes to return the Vehicle, together with its accessories and documents, free from things or goods, in compliance with the times and places indicated in the Rental Agreement, in the same conditions in which it was delivered, cleaning included, except for wear in proportion to the duration of the rental and the mileage traveled. The scheduled time for the return of the vehicle (check in), indicated in the contract is purely indicative. This means that, for any purpose, the time indicated in the return report will be valid. If the Lessor agrees one or more hours of tolerance with respect to the expected return time, these will already be calculated in the contract under "expected return".

Upon delivery, the Customer has the responsibility of verifying, jointly with the Lessor, the condition of the Vehicle, ascertaining and signing any discrepancies with respect to what is indicated in the report at the time of delivery. In the event of failure to jointly verify the Customer expressly authorizes the Lessor from now on to charge the cost of any damage found on the Vehicle even after its return, in analogy to the provisions of the "Delayed charge Agreement" pursuant to art. "8", signed and delivered to the Lessor.

The types of penalties for non-compliance with the delivery times of the vehicle (check in) are linked to the choice of one of the rental rates provided by the Lessor and / or any intermediaries (Broker).

In case of failure to return the Vehicle within the times indicated in the Rental Agreement, according to the chosen rate the Customer undertakes to pay the related penalty, without prejudice to greater damage, unless a written authorization has been issued by the Lessor to the continuation of the rental. In this case, the previously agreed rate valid at the time of the extension request will be due until the end of the authorized period; after this deadline, the above penalty will be applied again.

It is possible to choose, as an additional extra at the time of booking, the possibility of returning the vehicle to a place other than that of delivery (check out). This extra will be indicated in the rental agreement, together with the amount due. In the other cases of failure to return the Vehicle to the place indicated in the Rental Agreement, but in any case at the Agency of the Lessor, if this option has not been chosen and indicated in the contract, the Lessor reserves the right to charge a penalty related to the any damage emerging as a result of the unavailability of the car at the Agency of expected return. The Vehicle must be returned during the opening hours of the Agency where it was taken over. The return of the vehicle is foreseen outside the opening hours of the Agency. In such cases, the rental will not be considered concluded when the keys are inserted into the Key Box, but will be considered concluded when the key is reopened, that is, until the Lessor returns to possession of the car. Until then, the Customer will be held responsible for any event involving the vehicle (by way of example and not exhaustively, for fines, damages, theft and / or total or partial fire) and the "Delayed charge Agreement" signed by the Customer will be applicable. In the event of a breakdown or a simple request by the Lessor, the vehicle must be returned by the Customer to any Agency of the Lessor who will replace it, subject to availability, without any charge for the Lessor and without prejudice to the latter's right, at its sole discretion, not to grant a replacement vehicle in the event of insolvency, theft, fire or serious accident of the rented vehicle. Any replacement will normally take place with a vehicle of the same category; in case of unavailability, a lower or higher category vehicle may be delivered to the Customer, applying the reductions and surcharges connected to the type of vehicle. The replacement of the vehicle is included in the rental fee, except in the case of breakdowns due to the Customer's own actions or to the Customer's willful misconduct or fault. If it is impossible to return the vehicle, the Lessor undertakes to reimburse the Customer for the sum he has spent for repairs due to vehicle breakdowns, provided that the same result from the invoice duly registered to the Lessor. For expenses whose amount exceeds € 50.00 (excluding VAT), the Customer must request prior authorization from the Lessor. The expenses will be reimbursed only if the failure was not caused by the Customer. In the event of failure to return the accompanying documents to the vehicle and / or the license plate, the Customer undertakes to pay, as a penalty, the sum of € 250.00, without prejudice to compensation for the relative expenses and further damage. In case of failure to return the keys of the vehicle, whatever the cause, and even if the vehicle has been returned, the customer is required to pay, as a penalty, the sum of € 250.00, subject to greater damage. In the event of failure to return or damage the standard and additional accessories of the vehicle, whatever the cause, the Customer is required to pay, as a penalty, a sum of € 250.00, subject to greater damage. The amounts of the penalties are VAT excluded. Any claim or complaint against the Lessor in relation to the rental made may be advanced by the Customer no later than the non-extensible term of 10 days

7. **Security deposit** Upon signing the contract, the Customer is obliged to pay a security deposit, the amount of which is indicated in the individual rental contract and subject to reading by the Customer before signing. This amount can also be paid in cash but in compliance with current provisions on traceability. The amount of the deposit will be returned if, upon termination of the contractual relationship, the vehicle is returned intact and complete with all parts and accessories. At the same time, the Customer undertakes to compensate the lessor for any damage found after the return, for any reason that occurred to the vehicle. To this end, in the case of payment by credit card, the Customer authorizes in writing, directly on the contract, the debit of any damages on his credit card, by signing the "Delayed Charge" clause referred to in the following article . However, the aforementioned charge cannot exceed the maximum values for damage to the vehicle and for theft and / or fire which are indicated in the contract and read by the customer before signing it. These limitations will no longer be applicable for cases of willful misconduct or careless driving (as expressly indicated in Articles 6 and 9).

8. **Delayed charge.** In accordance with the legislation on international financial circuits (credit card companies), and subject to the provisions of art. "9" in terms of imputation of responsibility, all expenses not known at the time of delivery of the vehicle but recognized after the return of the car are charged to the Customer (so-called "Delayed Charge"). The acceptance of the "Delayed Charge" is expressly indicated in the individual rental agreement and in particular in the Delayed Charge Agreement signed by the Customer with the following wording: "I acknowledge and accept all expenses as of now: fuel, insurance penalties, damages detected or found after the return of the vehicle, fines, and € 35.00 + VAT for reimbursement of expenses related to single fine or motorway toll that I have not paid and I authorize the car rental to charge them on my credit card ". Scope of the "Delayed Charge" the following types of expenditure: fines (if the lessor chooses not to make use of the possibility of re-notification by the competent authority or it is impossible or excessively burdensome and / or difficult to re-notify by the competent authorities), parking, motorway tolls, refueling, damage to the car, towing the vehicle; loss and / or damage and / or theft of all vehicle accessories, loss and / or damage and / or theft of keys and / or plates.

9. **Liability for accidents, thefts and damages.** The Customer is responsible for any damage, theft or fire occurring to the vehicle, as well as for fines and / or any other charge resulting from violations of the Highway Code or other provisions of law or regulations. The possibility for the customer to demonstrate that the aforementioned violations and / or damage to the vehicle are due to causes not attributable to him and that they are not a consequence of his conduct, even omissive, and of having kept the vehicle with the utmost diligence. This clause does not in any case reverse the burden of proof nor preclude the possibility of proposing any exceptions under the law. Lessor's damage management policy is explained online at www.mglrent.com (under construction). In the event that the rented vehicle is involved in a road accident or suffers damage, even without the involvement of third parties, the Customer must communicate the incident to the competent Authorities, obtain the relevant report and notify the Lessor no later than 48 hours. subsequent hours (except in the case of daily rental in which the communication must be made as soon as possible). The Customer must also contact the Lessor's Roadside Assistance Service, in order to provide for the removal and storage of the rented car if it is not in use and / or no longer meets the minimum safety requirements. In any case of non-return of the vehicle, or in case of damage or theft of the same, the Customer must pay the amount corresponding to the excess indicated in the rental contract, in addition to the costs for the administrative management of the theft or damage procedure, (except in the case in which he has purchased one of the options for the limitation of economic responsibility, referred to in the following art.10). In the absence of optional choices to reduce it, the Customer will be required to pay the amounts indicated in the following table and divided according to whether they are small, medium and large cars:

SMALL CARS (CATEGORY B-B1-C-C1)
Liability for damage 1000.00 € + VAT

Liability theft 1500.00 € + VAT
MEDIUM CARS (CATEGORY D-D1-E-E1-P)
Liability for damage 2000.00 € + VAT
Liability theft 2500.00 € + VAT
LARGE CARS (CATEGORY P1-G-G1-V-V1)
Liability for damage 3000.00 € + VAT
Liability theft 3500.00 € + VAT

The identification of the categories in B, B1, C, C1, D, D1, E, E1, P, P1, G, G1, V, V1, corresponds to the classification code of ACRISS vehicles and related to category, type, size, gearbox, fuel-air conditioning. The Customer will be held responsible for any damage found upon return of the vehicle and not reported as pre-existing on the vehicle delivery report pursuant to art. 1588 of the Italian Civil Code, remaining obliged to demonstrate that the harmful event is not a consequence of his conduct, even if omissive, and to have kept the vehicle with the utmost diligence, taking into account the circumstances. In this sense, it is understood that any signing of any limitation / exclusion of liability will not give rise to any reversal of the burden of proof. In any case, the effectiveness of the insurance coverage towards the Customer, as well as any limitation of liability provided for in his favor, are excluded in the case of willful misconduct or gross negligence of the same, including driving while intoxicated or in violation of the Code. of the Road or other laws and regulations. Also excluded from the insurance coverage and from the limitations or exclusions of liability are damages caused voluntarily by the Customer to the vehicle, or through negligence, as well as those relating to the interior of the vehicle, damage caused by the lack of assessment of the height of the vehicle and objects protruding or overhanging the roof, those caused to the clutch kit, to mechanical parts, due to over-revving of the engine, damage or theft of tires and / or rims, as well as damage caused by non-compliance with the provisions on Traffic of the Vehicle and Conditions of Use referred to in Article 6 in the part relating to the Customer's charges. In the event of damage, the Customer will be required to pay the amounts defined below.

Damage detected when the Vehicle is returned and in the presence of the Customer

If at the time of return of the vehicle, during the inspection carried out by the Lessor's representative in the presence of the Customer, damage is detected, the presence of which is acknowledged by the same with the signing of the return report, the Lessor will immediately provide an estimate of the repair costs that will be charged to the Customer. To limit the time for quantifying the damage and limiting the possible technical stop of the Vehicle, the quantification of the damage will be carried out through an analytical report by an expert technician appointed by the lessor. In some cases, and in particular for some types of light damage (indicated in the damage table as "minor" and "medium" (days less than 1), the vehicle may not be repaired immediately, in these cases in quantifying the damage the technical stoppage of the vehicle will not be taken into account. If it is possible to quantify the amount of the damage at the rental station, it will be charged to the customer's credit card (or through the different payment method used by them for the rental) already upon return of the Vehicle at the end of the rental. If the customer intends to contest the damage or its quantification and charge by refusing to sign the vehicle return report, the Lessor will note this circumstance and apply the Customer dispute procedure.

This procedure applies:

- if the damage is not included in the available damage assessment grid or if it is mechanical and hidden damage;
 - in the event of damage quantified using the Lessor's damage assessment grid e disputed by the Customer;
 - if the damages are quantified by the lessor's agents or by auto repairers without the presence of the Customer (eg in the event of returning the vehicle after hours or hidden damage);
- In such cases, the Lessor will appoint a third party (technical appraisal) who will assess the amount of the damage taking into account the prices of the original spare parts and the m.o. necessary from tempario ania.

The Lessor will be responsible for communicating the amount of the damage to the Customer at a later time, together with the following documents:

- Vehicle return report and photos of the damage;
- Technical appraisal for damage repair, which may vary as a result of the nature of the damage which will also include the technical stop (if applicable);
- the amount of the consideration for the management of the claim file (€ 250.00 + VAT).

The Customer will have the right to contest the damages and their quantification within 5 days of sending the aforementioned communication (by certified e-mail or registered A / R).

In the absence of a dispute within the aforementioned term, the Lessor reserves the right to debit the credit card provided by the Customer (or to withhold, in the case of a different payment method used for the rental) the amount of the damages and the consideration for the management of the claim file.

10. Limitations of economic responsibility that can be purchased by the Customer

The Customer can purchase some products that will allow him to reduce his economic responsibility in case of damage to the vehicle or theft, incurring a daily cost, indicated in the rental contract, which varies according to the category of the car and the days of rental. .

The options that can be purchased are the following:

BASIC COVERAGE: Reduction of liability in the event of damage and theft to:

COPERTURA BASE: Riduzione delle responsabilità in caso di danno e di furto a:

1500.00€ DAMAGE – 2000.00 THEFT (SMALL CARS)
2000.00€ DAMAGE – 2500 THEFT (MEDIUM CARS)
3000.00€ DAMAGE – 3500.00 THEFT (BIG CARS)

In these cases, the Customer will only be responsible for the amount provided for the option purchased.

In the event that there is a reduction in liability **PLUS** if your rental vehicle is damaged or stolen, it will be economically exposed with the car rental up to the maximum amount indicated under the deductible item (reduced). We also inform you that your credit card will block, for security purposes, the entire amount indicated under the deposit item, in relation to the insurance coverage you have chosen. This sum will be fully released upon return of the car if there are no further costs to be incurred, such as: Damage and / or theft of the car; Missing fuel; Additional rental days; Loss of keys; Unplanned delivery to another location; Return after the established time. The amounts are inclusive of VAT.

PREMIUM : Elimination of responsibilities in case of damage and theft. In these cases, the economic responsibility for damage or theft of the vehicle will be borne by the Lessor and nothing will be owed by the Customer.

The Customer who violates the terms of the rental agreement loses the benefits resulting from the purchase of one of the liability reduction options, therefore he will be required to pay the full cost of replacements or the estimated repair costs. In any case, in the event of negligent use of the vehicle by the Customer, or driving the vehicle without ordinary diligence, or failing to comply with these rental conditions, the Lessor may make up for all the damage found, not applying the option reduction of liability acquired by the customer. In addition, the liability reduction options are excluded, even if the SUPER KASKO option is chosen, damages to: CAR UNDERBODY - TIRES - ROOF - CAR INTERIORS - CRYSTALS - EXTERNAL AND INTERNAL MIRRORS - MECHANICAL PARTS.

PREMIUM PLUS (Glass and tires coverage) : Elimination of responsibilities in case of damage and theft. In these cases, the economic responsibility for damage or theft of the vehicle will be borne by the Lessor and nothing will be owed by the Customer.

The Customer who violates the terms of the rental agreement loses the benefits resulting from the purchase of one of the liability reduction options, therefore he will be required to pay the full cost of replacements or the estimated repair costs. In any case, in the event of negligent use of the vehicle by the Customer, or driving the vehicle without ordinary diligence, or failing to comply with these rental conditions, the Lessor may make up for all the damage found, not applying the option reduction of liability acquired by the customer. In addition, the liability reduction options are excluded, even if the SUPER KASKO option is chosen, damages to: CAR UNDERBODY - ROOF - CAR INTERIORS - EXTERNAL AND INTERNAL MIRRORS - MECHANICAL PARTS.

11. Complaints in case of rental through intermediaries

In the case of rentals relating to bookings made through intermediaries (Travel Agencies, Tour Operators, Brokers, etc.), the liability of the Lessor may be invoked by the Customer exclusively in relation to the obligations arising from the Rental Agreement, as the Lessor is foreign to any further obligation assumed by the intermediaries at the time of booking / retrieval of the rental, in relation to which any complaints or requests must be made by the Customer exclusively towards the intermediaries. The Customer who pays the rental through intermediaries (brokers) is in any case jointly and severally obliged to the Lessor to pay any amount contractually due in the event of total or partial non-collectability of the security issued by the intermediary.

12. Use of satellite devices. In order to protect the Lessor from the risk of theft or fraud, satellite devices (GPS and similar) capable of detecting the location of the vehicle itself and the speed or driving behavior may be installed on some vehicles, by tracking the its location. The Lessor reserves the right to communicate, if necessary, such data to judicial authorities, insurance companies, law firms and companies specialized in the prevention and management of thefts and accidents and to use or have the contents used for any action for its own protection. The lessor, for the purposes of protecting the customer's privacy, undertakes to inform him in advance about the use of these devices and / or to report their presence, through the application of window stickers on the vehicle.

13. Resolution clause. The violation of the provisions of Articles, 2, 4, 5, 6, 7, 8, 9 and 10 entitles the Lessor to terminate the contract pursuant to

art. 1456 cod. civ. and to compensation for any further damages.

14. Applicable law and exclusive court. The rental agreement is governed by Italian law and law, for any dispute relating to it, only Italian law and law are applied before any court and authority. For any dispute deriving from this contract, the parties agree that the Court of Palermo will be competent. The above provision does not apply, however, to Customers who qualify as consumers pursuant to art. 3, co. 1, lett. a), of the Legislative Decree 6 September 2005, n. 206 (so-called Consumer Code); in which case, the court of the Customer's place of residence or domicile will be competent.

15. Translation In the event of doubts or differences in interpretation, the Italian version prevails over the English one, as it expresses the exact will of the parties. The English text, which can be consulted and available at the request of the Client, is a mere literal translation.

16. Interpretation If one of the provisions of the Contract is deemed invalid or ineffective, in whole or in part, it will be disappled and the Contract will remain valid and effective for the remaining provisions.

17. Home and communications. The Customer, for all legal purposes, in order to carry out this rental relationship, declares to elect his domicile at the address communicated to the lessor in the declaration of residence signed and delivered to the lessor and indicated in the rental agreement. Unless otherwise indicated, some communications between the parties relating to the contract will take place at the e-mail address indicated by the customer.