

Sports and Premium Car Rental General Conditions

The rental of vehicles by Prime S.r.l., an Italian limited liability company, called also with its registered trademark Primerent (hereinafter "Lessor") is governed by these general conditions, the rental agreement signed by the Customer, the Prime Price List, the Quote/Reservation Confirmation accepted and signed by the customer, and the Privacy Information (hereinafter referred to together as the "Contract Documents" or the "Contract") valid at the time of signing the rental agreement, which have been reviewed by or given to the customer.

By signing the Rental Agreement, the Customer declares to have reviewed and to fully accept the general conditions for rental and to specifically approve articles 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17.

GENERAL CONDITIONS

1 Driving the Vehicle and Eligibility for Rental

The "Client" and each authorized driver of the rented vehicle must comply with the identification and qualification requirements requested by the Lessor.

Each driver of the vehicle is responsible for not giving false information regarding his/her identity, age, address, telephone or fax number and/or email address or about having a legal driving license.

For all legal purposes, the address indicated by the Client on the contract is the Client's address.

The Client and each authorized driver must meet the following requirements:

- The Client and each authorized driver must be at least 25 years old, 30 years for specific vehicle type.
- The Client and each authorized driver must possess a driving license that is valid for the rented vehicle that was issued at least 12 months before rental of the vehicle.
- Two credit cards are required to rent vehicles.
- At its own complete discretion and without giving any reasons, the Lessor reserves the right to refuse to authorize the rental agreement in particular if accidents have taken place which gave rise to charges for liabilities or damages during prior rentals.

2 Method and Terms of Payment for Rental

Payment for rental shall be made through major Credit Cards with special prior authorization from the issuing bank. For rentals shorter than 30 days, payment shall be made in advance and upon the date established for return of the vehicle for any extras. For longer rentals, payment shall be made in advance every 30 days.

3 Third-Party Vehicle Liability (R.C.A.)

All vehicles are covered under civil liability insurance (R.C.A.) as required by law.

The R.C.A. policy on Prime's vehicles guarantees insurance coverage for civil liability towards third parties, including passengers, animals and objects (excluding those transported).

Passengers on the vehicle are treated as third parties.

If there is an accident, the Client must fill out a C.A.I. form (Accident Form), which is located in the vehicle, together with the other party involved and send it to the Lessor within 24 hours after the event, or at the time the vehicle is returned if it is returned within 24 hours after the accident. If there has been no accident, when returning the vehicle, the Customer must explicitly declare that he/she had no part in and did not cause any accident so that the Lessor can defend itself against fraudulent or groundless claims.

4 Refueling

The Client is required to return the vehicle with the same level of fuel that was present at the beginning of the rental. If the Client fails to refuel the vehicle, the Lessor shall provide a refueling service and charge the Client for the cost of the service as indicated in the Primerent Price List as well as the cost of the missing liters of fuel.

5 One-Way Service

The One Way Service allows the Client to return the vehicle in a different city than the one where the rental began. The service must be agreed to in advance by the Lessor at its complete discretion in and outside Italy.

6 Conditions for Driving and for Use of the Vehicle

The Client is required to take care of, use and make sure that the vehicle is used with the utmost care and attention and in accordance with the vehicle's intended use and characteristics, indicated on the registration certificate and within legal limits; as well as

- a) to not utilize the vehicle, even through third parties, for commercial transportation of persons or things, except in the case of vans;
- b) to not sublet/rent or permit a sublet/rental of the vehicle, even with a driver;
- c) to not entrust the driving of the vehicle to any person other than those authorized in the rental agreement, nor to any person without a valid driving license nor to anyone who does not meet the required requisites on the Contract documents;
- d) to not transport animals, substances, or anything else that might damage the vehicle or leave an odor and/or slow the possibility of re-renting it; in case extra cleaning is required, the Client will be required to reimburse the Lessor;
- e) to not repair the rented vehicle without the written consent of the Lessor;
- f) to immediately inform the Lessor of any malfunctioning of the vehicle, to stop driving immediately upon discovering any malfunction, and adhere to the Lessor's indications if there is to be substitution or return of the vehicle;
- g) to refuel the vehicle with the correct type of fuel and indicate, if requested, the refueling station responsible, to contact in case of any damage, as well as diligently maintaining the vehicle and controlling the consumable fluid levels; if and when necessary adding missing fluids;
- h) to not utilize the vehicle for racing, test driving, or competing, nor on unpaved roads or roads that are inadequate for the vehicle, nor for driving schools, nor to pull or push other vehicles without the explicit consensus of the Lessor, nor to enter into restricted areas, nor to violate the Driving Code or any other law, nor to commit any other illegal activity;
- i) to not drive the vehicle while under the influence of drugs, narcotics, alcohol, or any intoxicant or any substance which may limit driving ability or slow reaction time;
- j) to be diligent in the care of the vehicle, employing all of the car's security measures, to avoid leaving valuable objects or items inside the vehicle, and in general to do all that is necessary to guarantee the best possible security of the Rental location's asset;
- k) to not take the vehicle into countries other than those specifically listed in the rental agreement, without prior written consensus from the Lessor. The "carta verde" (international insurance certificate), which is consigned together with the vehicle documents, does not constitute the aforementioned written consensus of the Lessor, it is only a part of the vehicle documents.

In case of travel through countries not authorized on the Contract, the insurance coverage and any agreements regarding exclusion or limitation of responsibility will no longer be considered as valid and it will be the responsibility of the Client to pay any costs sustained by the Lessor, due to not respecting the rental agreement. Any illegal or unauthorized use of the vehicle implies the full responsibility of the Client together with each other driver for any damages and cancels any limitation of responsibility leaving the Client responsible for any relative claims or lawsuits.

The Lessor reserves the right to take back the vehicle at any time and in any place, if there is any violation of the provisions in this article.

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7 Vehicle pick up and Vehicle return

After signing the rental agreement, the Client is responsible for the vehicle and accepts that the standard options, the accessories and all of the items consigned to the Client by the Lessor, including those indicated in the rental agreement, have been verified as being in good working order and in good condition and the Client agrees to return the vehicle in the same condition, free of any goods or belongings and with all its documents, as well as respect the pre-established time and location indicated on the rental agreement, with only normal wear and tear that is proportionate to the rental duration and the number of kilometers travelled.

When returning the vehicle it is the Client's responsibility to verify the status of the Vehicle together with Primerent employee, listing and undersigning any differences in vehicle condition from that indicated on the rental agreement at the beginning of the rental period. If the vehicle's status is not verified jointly, the Client hereby authorizes the Lessor to charge him/her for any damages found on the vehicle.

At the beginning of the rental, the Client will have to communicate to which city/site and when he/she will return the vehicle, as stated in the rental agreement. In the event of unauthorized late return of the vehicle, the Client hereby authorizes the Lessor to take possession and custody of the vehicle anywhere and at any moment. A rental day is 24 hours from the time the vehicle was picked up. In the event of delay exceeding 120 minutes, an additional day will be charged.

If the vehicle is not returned by the time indicated in the rental agreement, the Client shall pay a penalty equal to the "Standard" daily rental rate (see the Primerent Price List) of the vehicle for each day of delay in returning the vehicle, and any other damages unless written authorization has been issued by the Lessor allowing the continuance of the rental until the date listed on said authorization, and beyond that time, the afore-mentioned penalty shall be applied unless new written authorization has been issued.

If the vehicle is not returned to the site indicated on the rental agreement, the Client shall pay a penalty equal to the cost of one way service and a fee for vehicle return to an unauthorized location.

If the Client fails to return the accompanying vehicle documents and/or the license plate, the keys, CD Navigator, any other accessory which the vehicle is equipped with, the Client is responsible for a penalty fee equal to the "Retail Standard" daily rental rate of the vehicle (see the Primerent Price list), for every day necessary to replace the missing documents or license plate as well as any additional damages or relative fees.

The security deposit will be returned after the vehicle and all of the accessory items have been returned, and after deducting any related charges due for fees or other reasons pursuant to the provisions of the Contract Documentation. The closure of the rental agreement signifies that any and all deposit fees have been returned, which exonerates the Lessor from requesting a receipt.

If the vehicle is returned late, any rates tied to a specific length of rental (such as Weekend or Vacation rates), will be considered non-applicable and the entire rental will be charged at the "Standard" daily rental rate (see the Primerent Price List).

The vehicle must be returned during Primerent opening hours unless agreed differently. If it is returned after hours, only if possible and if previously authorized, the time of the vehicle's return will be calculated from the time that the office re-opens and only if the vehicle was actually received by the latter, in order to calculate the rate and the responsibility connected with the vehicle (including, but not limited to traffic violations, damages, theft and/or partial or total fire).

Any request or claim that the Customer wants to raise against the Lessor in relation to the rental must be sent to the Lessor by and not after 10 working days from the date the vehicle was returned and/or the relative rental agreement ended. The Customer hereby renounces the right to raise any claims or requests for reimbursement and/or payment of damages after that time.

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8 Responsibilities of the Client

While in custody of the vehicle, the Client is directly responsible for any damage deriving from use of the vehicle, even in the case of unauthorized use of the vehicle and shall pay any damages claimed by third parties against the Lessor.

The vehicle is always covered by an insurance policy valid for third-party civil liability, with the limit of liability required by Italian law and within the terms of the insurance policy.

At the explicit request of the Client, the vehicle can be covered by supplemental coverage, which is explained in the Contract Documentation and must be indicated on the rental agreement.

During the rental period, the Client is responsible for any traffic fines and any other charges due to violation of the driving code or of any other law or rule, toll roads, parking costs as well as any other sum derived from using the vehicle, even in the case of a third-party use, and must repay any amounts that may be paid in advance for such reasons including the subsequent legal, postal, and administrative fee connected to requests for payment and to hold the Lessor harmless from any damages and/or damage claims by third-parties. The cost of management of each related administrative duty is listed in the Primerent Price List and the Client hereby authorizes to be charged for them.

9 Theft, fire and damage Liability.

The Client is responsible in case of fire, damage or theft of the vehicle, even in the case that the car is found at a later date. The value of the vehicle is comparable to its stated value in the Magazine "Quattroruote" at the time of the event.

If the event takes place during the first six months of life of the vehicle, the value will be determined as its list price when new. Client responsibilities include repair costs, loss of value to the vehicle, non-rentability of the vehicle as established in article 7 for failure to return the vehicle within the agreed terms, towing fees, storage and administrative costs deriving from any event or claims for any damages caused by the vehicle, as indicated in the Vehicle Damage Chart Charges, which includes cost of materials, labor, and non-rentability due to repair times and is available to the Client upon request at the Rental Agency.

In order to protect the Lessor from risk of fraud, satellite devices, which are able to indicate the location, the driving speed and driving quality of the driver, may be installed on the vehicle.

The Lessor reserves the right to communicate such information to the judicial authorities, Insurance Companies, Lawyers Offices and Companies specialized in the prevention and management of thefts and accidents and to use or allow the use of that information for its own defense.

The responsibility for theft and fire is limited to a maximum amount, except in case of willful misconduct or gross negligence on the part of the Client or the driver (including third-party drivers), which varies with the rental's vehicle group and is indicated as the "deductible". Deductibles are indicated in the Primerent Price List and/, with a reference to each vehicle group, and in the Reservation Confirmation. If a stolen car is found at a later date, damage will be calculated as the "Retail Standard" daily rental rate until the vehicle is released and delivered, without prejudice in any case to payment of damages to the vehicle within damage deductible liability limits.

The rental charges include the "Theft Protection Liability Reduction" (LTDD) limitation of responsibility agreement with subsequent application in case of such event, of a "Theft Deductible" which affects the amount due according to the percentage or amount indicated in the Primerent Price List.

Client responsibility for theft and fire can be further reduced, except in case of willful misconduct or gross negligence of the driver, by requesting the option "Loss, Theft and Damage Deductible Reduction" (LTDDR). In that case the rental fee will be determined by calculating the addition of the reduction of liability agreement as indicated in the Primerent Price List according to vehicle group.

The special conditions for the applicability of LTDDR are defined in the Primerent Price List. Neither Limitation of Responsibility nor Reduction of Liability should be considered as insurance, but as agreements to reduce or exclude the Client's financial liability.

In case of total theft or fire of the rented vehicle, the Client will be charged for the same quantity of fuel as indicated on the rental agreement at pick up time.

Client's responsibility in case of partial theft and fire is regulated in accordance with the following paragraph on "Damages".

In all cases of total or partial theft or fire, the Client is required to immediately report the occurrence to the local authorities and hand over the original copy of the Police report and the keys of the vehicle to the nearest Rental Agency within 48 hours of the event and to collaborate with the Lessor in the resolution of any judicial proceedings. In case of non-compliance with these terms, all of the mentioned liability limitations or exclusions for total or partial theft and/or fire are automatically not effective.

Any limitation of responsibility (LTDD – LTDDR) shall have no effect or validity in the case of total theft, if keys are not returned, or in case of theft or damage to tires, and without prejudice to the afore-mentioned Police statement and notification requirements or the consequences derived from non-compliance with the terms in Conditions for Driving and Use in Article 6 of these General Conditions.

Except for the case of willful misconduct or gross negligence of the Client or the driver (including third-parties), responsibility is limited in the case of damages due to accidents, wrecks, attempted theft as well as fire or partial fire, to a variable maximum amount which depends on the rented vehicle category and is indicated as "deductible". Deductible costs are indicated in the Primerent Price List, with a reference for each vehicle category.

The rental fee includes a limitation of responsibility, which is indicated as "Collision Damage Liability Reduction" (LTDD), and affects the amount due as indicated, please see the Primerent Price List for a reference for each vehicle category.

The Client will not be charged for the deductible if he/she produces a C.A.I. form (amicable accident report) duly signed by both parties involved in the accident, if the responsibility of the counterpart is clearly indicated.

The Client's responsibility in these cases can be reduced, except in the case of willful misconduct or gross negligence of the Client or the driver, by undersigning the option "Loss, Theft and Damage Deductible Reduction" (LTDDR).

Special conditions regarding the applicability of the LTDDR option are defined in the Primerent Price List. The rental fee will be established by calculating the inclusion of the liability reduction as indicated in the Primerent Price List, with reference to each vehicle category.

Both LTDD and LTDDR are liability limitations that reduce or exclude the Client's financial liability but they are not to be considered as insurance policies.

It is the responsibility of the Client to report any and all accidents involving the rented vehicle, even if it is not damaged, within 24 hours of the event, to the nearest Rental Agency, filling out and sending the C.A.I. form, otherwise any additional liability reduction becomes non effective (LTTD, LTDDR). The Client is liable for any damages caused to the Lessor for non-notification of the event or for late notification and hereby agrees to pay the penalty amount indicated in the Primerent Price List without prejudice to greater damages. Because the increasing of insurance costs, assuming causation of an accident liability is due to a flat rate penalty amount indicated in the Primerent Price List, unless greater damage. For further information see the Contract Documentation.

At the moment of the accident, it is the Client's responsibility to obtain all of the proof necessary to identify who was responsible for the accident. To this end, the Client must: (i) call the appropriate authorities and ask for a report by the Police, Carabinieri, or Vigili Urbani; (ii) ask for the names and addresses of any witnesses present; (iii) collaborate with the Lessor in any subsequent lawsuits brought about by the accident, even if requested at a later time.

Any limitation or exclusion of responsibility (LTDD, LTDDR) shall have no validity in case of damages caused by willful misconduct or negligence, damage to vehicle interiors, damage caused to the roof or to the camber of commercial vehicles, for damage caused by incorrectly evaluating the height of the vehicle and of the objects that stick out beyond or over the roof, for damages caused to the clutch assembly, for damages caused by over-revving, for damages or theft of the tires and/or hubcaps, as well as damages deriving from the failure to observe the provisions regarding Driving and Use of the Vehicle stated in Article 6 of these General Conditions. The Client may not be considered responsible for failure to perform his/her responsibilities in cases of force majeure. "Force majeure" is considered – pursuant to law – an unavoidable and unforeseeable extraordinary event that is independent of the will of the parties and which prohibits them from fulfilling their obligations.

10 Responsibility of the Lessor

Primerent is excluded from any and all liabilities and damages due to malfunctioning of the vehicle, late or non-return of the vehicle, consigning a vehicle from a different vehicle category than initially reserved, damages to goods or damages of any other kind, except in case of fraudulence or gross negligence of the same. It is equally excluded for any damage to items transported or left aboard the returned vehicle, except in cases of willful misconduct or gross negligence.

Prime S.r.l. may not be considered responsible for failure to fulfill its obligations in cases of force majeure. "Force majeure" is considered – pursuant to law – an unavoidable and unforeseeable extraordinary event that is independent of the will of the parties and which prohibits them from fulfilling their obligations.

11 Fees

The Client is responsible for paying the Lessor the following:

A. The rental fee, which is established in the Contract Documentation and depends on the following calculations. (I) type of vehicle; (II) the length of time that the vehicle is used until its return; (III) kilometers travelled; (IV) the rate used by the Lessor; (V) the limitation of liability or damage liability agreements mentioned in Article 9, which are listed on the invoice for administrative purposes only; (VI) the acceptance of the "Loss, Theft and Damage Deductible Reduction" (LTDDR); (VII) requests for vehicles with total coverage and/or partial coverage beyond the RCA policy provided; (VIII) any additional requests by the Client. The rental charges must be paid in the manner and by the time indicated in the Contract Documentation.

B. Reimbursement of any fees involved in vehicle collection, if the vehicle is not returned to the agreed point, for any reason whatsoever.

C. The sum of any fines or penalties received by the Client and/or the rental agency for violation of the driving code or other applicable laws during the rental period;

D. Any sum owed with regards to Contract Documentation (including but not limited to: refueling, one-way rentals, replacements, after-hour services, supplements, penalties and/or fines as well as any difference deriving from the use of a service other than those on the estimate;

E. All charges for damage claims and/or expenses and/or reimbursement due in relation to obligations or responsibilities assumed by signing the Contract;

F. A penalty fee for goods and/or objects left in the vehicle at the time of its return, equal to the sum required to remove and store the materials, plus the "Standard" daily rental rate of the vehicle (listed in the Prime Price List) for every day of non-rentability of the vehicle until the materials are removed, when aforesaid materials cannot be immediately removed or if removing them could be a hazard.

Clients in possession of a credit card from an approved financial institution authorize the rental agency to charge the sum of the fees related to the rental, including those listed in the Contract documents and any fees incurred by the Lessor due to the Client in relation to the rental.

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In case of odometer malfunction or theft of the rental vehicle, the kilometers driven will be calculated according to the provisions listed in the Contract Documentation with the price per kilometer indicated specifically in the Primerent Price List valid at the beginning of the rental.

12 Miscellaneous

Expenses:

The Client may request reimbursement for expenses incurred for the rented vehicle, if previously communicated in detail and authorized (in writing) by the Lessor, only if the Client submits a registered invoice to Prime S.r.l. for the amount specified.

Substitution:

In case of vehicle malfunction or even at the simple request of the Lessor, the vehicle must be delivered to any of the Lessor's location, where the Client will be given a substitute vehicle, upon availability at no extra cost; unless the Lessor, at its own discretion, decides not to deliver a replacement vehicle due to insolvency, theft, fire or a serious wreck of rented vehicle, independently from what caused or gave rise to the event. As a rule substitutions will be made with a vehicle from the same vehicle group. In case of unavailability, the substitution may occur with a vehicle from a lower or higher category and the reductions or increases indicated in the Primerent Price List shall apply. In the case of vehicles with a 7 to 9 person seating capacity, the substitution may occur with one similar vehicle or with two cars, without any fee owed by the Lessor.

Services included in the fee:

- 24 hours a day free road assistance service in Italy and abroad, except in case of malfunction due to the willful misconduct or negligence of the Client; if assistance is requested, the Client must communicate any and all relevant information to help understand the nature of the malfunction and to help find a quick and easy solution to the problem, remain together with the vehicle until the roadside assistance service is provided, and sign the appropriate documents.
- Costs for collection and substitution of the vehicle, when authorized by the Lessor, except in cases of malfunction due to the willful misconduct or negligence of the Client. Collection and substitution services are not available for commercial vehicles travelling outside Italy;
- "Carta Verde" for travelling abroad

Services requiring supplemental payment

- Supplemental charge for any rental beginning in Italian airports and railway stations (see the Primerent Price List);
- Supplemental charges and services foreseen in this document, as applicable;
- Fuel and V.A.T.;
- Consumable Fluids related to mileage driven (including, but not limited to: oil, anti-freeze, windshield fluid);
- Traffic fines or other penalties incurred while using the vehicle independently from who was driving it (art.116 paragraph.12 of the Highway Code).
- Highway tolls and/or fees and fines of any kind derived from parking the vehicle;
- Repair costs for tire holes;
- For vehicles subject to guaranteed reservations, a penalty will be applied as per cancellation and no show policy, as listed in the Prime Price List and/or Reservation Confirmation.

13 Extra Equipment and Services on request

The list of available accessories is contained in the Primerent Price List.

For accessories an extra charge listed in the Primerent Price List will be applied, if not included in the rental price;

a. One way service

If the vehicle is picked-up at Prime key city and return to another Prime key city an extra charge listed in the Primerent Price List will be applied

b. Out of Hours Service

If the vehicle is picked-up or returned outside office opening hours, an extra charge listed in the Primerent Price List will be applied.

c. Delivery & Collection

Delivery and collection of vehicles outside the Prime key cities. A surcharge applies as indicated in the Primerent Price List or in the Reservation Confirmation.

14 Termination Clause

Violation of even a part of Article/s 1,2,6,7,8,9 and 11 gives the Lessor the right to terminate the Contract according to Article 1456 of the Civil Code as well as the right to payment for damages.

15 Jurisdiction

The rental agreement and Contract are regulated by Italian law. For any controversy arising from the conditions and terms regulated in the "Contract Documents," the only competent court authority is that of the legal headquarters of the Lessor.

16 Translation

In case of disparity between the Italian and English version of the documentation, the Italian version stands, inasmuch as the English version is a mere translation.

17 Interpretation

If any of the terms and conditions of the present contract are deemed ineffective or non-valid, whether in whole or in part, it will be considered non-applicable, but all other conditions shall remain valid and applicable.

18 Domicile and notifications

The Client's legal domicile is the address communicated to the Lessor, which is listed on the rental agreement. Without further notification, any communication regarding the contract shall be sent to the email address or fax number indicated by the client.