GENERAL RENTAL CONDITIONS

DRIVALIA S.p.A. rents to the customer the vehicle indicated on the front of this rental agreement (hereafter "General Terms and Conditions") under the following conditions.

These General Rental Terms and Conditions shall apply to the rental agreement for all matters not specifically provided for or waived by the BE FREE 6x6 Subscription Terms and Conditions, as set forth below in each case.

IVA 22%: All prices indicated in this document are in euros and must be increased by VAT 22% with the exception of the amounts defined as "penalty".

A) Insurance Cover (RCA) and Equipment

DRIVALIA S.p.A. vehicle insurance includes third party liability (RCA), as provided by the law in force in the country in which the car is registered. The vehicle is delivered with a sealed odometer, tools, triangle, spare wheel or repair kit. The electric and hybrid cars in the DRIVALIA fleet may be equipped with a standard domestic charging cable (3KW), a type 2 cable (22 KW) and an EnelX RFDI Card, the theft, loss, damage and/or mishandling of which will cause the application of the relative penalty, as specified in the document **"Price List of extra Services, Surcharges and Penalties**".

B) Delivery and return of the vehicle

A rental day is made up of 24 hours. The rental period begins on the day and hour of the delivery of the vehicle to the Customer and ends on the day and hour of its return to DRIVALIA.

The Customer is obliged to inform the rental office of any delay in picking up the vehicle, otherwise a tolerance of 1 hour is applied with respect to the departure time indicated in the booking; once this tolerance has been exceeded, the booking will be considered annulled without notice. For the return of all vehicles, a tolerance of 59 minutes from the vehicle pick-up time applies, exceeding this tolerance an extra day is charged.

The vehicle is delivered in perfect condition and must be returned in the same condition in which it was delivered (except for normal wear and tear), at the DRIVALIA S.p.A. offices on the day and hour indicated in these General Terms and Conditions. If the vehicle requires special cleaning and/or sanitisation treatment due to the condition in which the customer has returned the car, DRIVALIA will charge for the extra wash, documenting and communicating the charge in advance.

Rental of vehicles is subject to confirmation of real availability. It is specified that the rental service relating to Tesla brand vehicles excludes any accessory services provided directly by Tesla, which can only be accessed at one's own expense by customers who have a subscription rental service.

The customer is obliged, at the time of return, to request the signature of a DRIVALIA employee on the Check-in Report indicating the actual condition of the vehicle and the fuel level, and for electric or hybrid vehicles also the battery level and the presence of the charging cables, as well as the return of the EnelX RFDI Card. The customer is obliged to return the vehicle, at the end of the rental period, with a full tank of fuel or, in the case of an electric or hybrid vehicle, with a full battery level (at least 95%) and to have this reported by the DRIVALIA employee at check-in. In the event of failure to refuel or to restore the battery level for electric or hybrid vehicles, the Customer will be charged for the service as described in the **Price List of extra Services, Surcharges and Penalties** available in the **DOCUMENTS** section of the website.

If damage is found on the vehicle at the time of return, the agent will make an economic assessment of the damage found on the basis of the published **Damage Grid** within the limits of the penalty pursuant to letter F of these General Terms and Conditions. If the Customer decides not to sign the Delivery/Check in report issued in contradiction with the employee or if the report is issued in the absence of the Customer (e.g. in case of return of the vehicle by the Customer outside the opening hours of the mobility store or without waiting for verification with the employee of the rental office), Drivalia will send the customer by email the documentation relating to the damage found in respect of which the customer may provide any comments within 7 (seven) days from receipt of the communication. After this period, if the customer does not prove that the damage was caused by a cause not attributable to him as provided for by art. 1588 of the Civil Code, the determinations documented by Drivalia shall be valid and tacitly accepted and Drivalia shall charge the penalty pursuant to letter F of these General Conditions on the basis of the document Drivalia Damage Grid published on the drivalia website. com/en in the **DOCUMENTS** section, unless the damage does not fall within the damages not present in the grid or not visible or difficult to determine without admission to a specialised workshop which will follow the process below.

In the event of damage not listed in the Drivalia Damage Grid document or damage that is not visible or difficult to determine without a visit to a specialized repair shop, Drivalia will produce photographic documentation of the damage to the vehicle and will commission an independent certifier to produce an appraisal or will take the vehicle to a repair shop for the necessary checks in order to determine the damage and to produce the relative repair estimate. DRIVALIA, unless the customer proves that the damage was caused by a cause not attributable to him, as stipulated in Art. 1588 of the Civil Code, will then charge the penalty in accordance with letter F of these General Terms and Conditions through the customer's credit card.

The vehicle must be returned at the rental store on the date specified in the booking. If the customer wishes to change the terms of the return (place, date, time), he/she must obtain prior written consent from DRIVALIA S.p.A. by making a request to the latter at least 24 hours prior to the scheduled return date. In the absence of authorization, once the 59 minute tolerance period for the return has been exceeded with respect to the scheduled date and time, the extra days will be invoiced at the highest daily Standard rate, and furthermore, if the vehicle is returned to a rental station, in the Italian territory, other than the one indicated in the booking and not authorized by DRIVALIA, a penalty will be applied, subject to the contractual conditions established in letter T below. Under no circumstances may the vehicle be returned outside the Italian territory.

If at the time of returning the vehicle the keys are not returned, due to loss or for any other reason, or are returned damaged and/or tampered with, the customer is required to pay a contractually established penalty which varies according to the type of vehicle as indicated in the document "**TECHNICAL DOCUMENT FOR DETERMINING DAMAGE COSTS"** published on the website www.drivalia.com/it in the DOCUMENTS section, unless he proves that the damage resulted from a cause not attributable to him as provided for in Article 1588 of the Civil Code. In addition, in the event of loss, theft and/or deterioration of the number plate, the customer shall pay the penalty set out in the document "**PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES**".

For Be Free 6x6 Subscription Rental Service the provisions set forth in Article 2 " Starting Date, Minimum and Maximum Duration of the Rental Agreement Termination, Right of Withdrawal" of the BE FREE 6X6 Subscription Terms and Conditions apply, for which a minimum duration of 180 consecutive calendar days (6 Months) is provided. Upon expiration of the 6 Months, the Rental Agreement shall automatically renew for equal periods of a minimum duration of 180 consecutive calendar days (6 Months) up to a maximum total duration of 1080 consecutive calendar days (36 Months). Upon expiration of 36 Months, the Rental Agreement shall terminate without the possibility of further renewal. The specific termination provisions in Article 2.3 and termination provisions in Article 2.4 and 2.5 of the BE FREE 6X6 Subscription Terms and Conditions shall also apply.

For the part relating to damages occurring during the rental, we expressly refer to the provisions of Article 11 Vehicle Damage - Protection Packages of the BE FREE 6x6 Subscription Terms and Conditions with particular regard to the part in which, as a partial departure from the provisions of these General Rental Terms and Conditions, provide that repairs in the case of Rented Vehicles shall be booked directly by the Client at least 48 (forty-eight) hours in advance.

C) Guarantee of rental by means of a Financial Credit Card

The Client, signatory of the contract (first driver), is obliged to provide and materially present as a guarantee for the rental service a financial credit card that must be issued in the same country of residence of the client. For this purpose, a security deposit shall be required by authorization on the same credit card. The amount of the deposit will be deducted, in whole or in part, from the amounts due to DRIVALIA S.p.A. as rental fee in accordance with paragraph H. below. In such cases, the Customer hereby authorizes the use of its credit card as the only contractual payment instrument provided for. The amount of the deposit shall be equal to the following amounts, which depend on the car group rented and the type of product chosen. For information regarding the security deposit amounts, please consult the SECURITY DEPOSIT AMOUNT LIST available in the DOCUMENTS section of the drivalia.com website.

In any case, cash, debit cards, debit cards, Visa Electron, prepaid or rechargeable cards, Diners Club circuit cards, virtual and digital cards are not accepted.

For Be Free 6x6 Subscription Rental Service please refer to art. 5.6 "Economic conditions, security deposit, payments and invoicing" of the BE FREE 6X6 Subscription Terms and Conditions which derogates from this paragraph in the part in which it provides for the payment of the Regional Automobile Tax (so-called stamp duty) referred to in the paragraph Regional Automobile Tax – Car Tax and the penalty in the event of withdrawal by the Customer referred to in the paragraph Effective date, minimum and maximum duration of the Rental Agreement cancellation, right of withdrawal must be made by bank transfer within 7 days of the written request from DRIVALIA.

D) Vehicle maintenance

The Customer undertakes to use the vehicle correctly and diligently and will be liable for any damage caused to it, unless he proves that the same damage resulted from a cause not attributable to him, as provided for in Article 1588 of the Civil Code. For Diesel vehicles equipped with it, the Customer is responsible for refueling the vehicle with the AdBlue additive. Furthermore, the Customer is required to regularly check the levels of engine oil, coolant and brake fluid and in in any case, every 1000 kilometers travelled. The costs of hospitalization, washing and tire punctures are the responsibility of the Customer. Oil and greasing due to normal wear and tear will be reimbursed only upon presentation of regular receipted invoices (indicating the date, name and address of the supplier, the vehicle license plate and the kilometers travelled) made out to DRIVALIA S.p.A., subject to DRIVALIA authorization . During the winter period, when low temperatures occur and in mountainous areas, the customer is required to mix the fuel with the antifreeze additive and store the car in a covered place, otherwise he will be held financially responsible for the damage caused by such negligence.

In the event of vehicle failure, the customer is required to contact the Roadside Assistance service. For any replacement of the vehicle, which can be assessed depending on the availability of vehicles and the opening hours of the DRIVALIA store, the customer must subsequently reach the nearest DRIVALIA rental store. If the breakdown and/or the intervention of roadside assistance is not attributable to the fault of the customer, the expenses incurred (travel, hotel, etc.) to reach the rental center or to continue the journey independently

will be reimbursable for a maximum amount of Euro 200.00 upon presentation of the relevant receipts, without prejudice to the provisions of the art. 1223 c.c. regarding damages that are an immediate and direct consequence of the fault that occurred. For any other type of event, the refund and/or compensation can never exceed the total value of the rental, without prejudice to the provisions of the art. 1223 c.c. regarding damages that are an immediate and direct consequence of what occurred. Furthermore, if the intervention of roadside assistance or the mechanical failure is attributable to the fault of the customer, the latter will be required to reimburse DRIVALIA for the cost of the intervention of roadside assistance.

For Be Free Evo 6x6 subscription rental service please refer to **art. 9 Maintenance and Repairs - urgent interventions** - tire service of the Terms and Conditions of subscription BE FREE 6x6 which places the burden on the Customer to make, at least 48 hours in advance, the reservation of all interventions at the Network of Workshops affiliated with Drivalia and places a specific procedure.

Please refer to **art. 12 "Replacement Vehicle** " of the Terms and Conditions of BE FREE 6x6 subscription, which derogates from these requirements in the part where it **excludes the service of replacement car** in case of immobilized Vehicle for ordinary or extraordinary maintenance or scheduled repairs, or as a result of accident or theft. **It also excludes, also in derogation of Article 1584 of the Civil Code, a reduction in the rental fee in the event that due to a repair the Vehicle cannot be used for more than 20 (twenty) days.**

E) Use of the vehicle

The vehicle may be driven by the Customer or, if indicated on the front of these General Conditions, by one or more drivers, provided that they are at least 21 years of age and have been in possession of a regular driving licence issued for at least 12 months that entitles them to drive the vehicle and other valid identity document and tax code, which must be presented in original at the rental station before picking up the vehicle in paper or laminated format. It should be noted that photographic reproductions, digital formats or photographic reproductions on the mobile phone of the driver's license, identity document, tax code or any other document provided for identification purposes are not accepted (e.g. digital licenses, photocopies, scans, etc. are not accepted).

For ages between 21 and 24, an additional daily supplement will be applied (Young Driver) for a maximum of 15 days, as indicated in the document "**List of Accessories, Supplements and Penalties**". For Mini Car rentals (heavy quadricycle category L7E pursuant to Article 47 of the Highway Code) the second driver may be at least 16 years old and have held a B1 license for at least 6 months). Driving licenses printed in characters other than the Latin alphabet (Arabic, Chinese, Japanese, Cyrillic, etc.) must be accompanied by an international driving license. Furthermore, it is specified that DRIVALIA S.p.A. reserves the right not to provide the car if it deems the documents presented by the driver to be insufficient. The vehicle cannot be driven by anyone other than the contract holders, unless previously authorized in writing by DRIVALIA S.p.A. It is expressly prohibited, under penalty of termination of the contract, for a customer to rent more than two vehicles, without prejudice to the fact that each user can only be the owner of one DRIVALIA subscription service.

The customer, under penalty of total liability, must take delivery of the goods and observe the diligence of the good father of the family in using them (pursuant to art. 1587 and art. 1176 of the Civil Code) and in any case it cannot be used for:

a) the illegal transport of goods (contraband, narcotics, dangerous goods, etc.);

b) the transport of passengers for expressly or tacitly agreed compensation;

c) illicit purposes, for speed competitions or course tests or competitions of any kind;

d) purposes of sub-hire and/or careless entrustment to third parties for any reason;

e) driving under the influence of alcohol or drugs, in a state of unconsciousness, in abnormal psychophysical conditions and/or in conflict with the rules of the Highway Code.

The customer is not allowed to travel abroad with premium cars (PFAR, PDAR, PDAE, FFAR, SFAR, FFAI car group) and commercial vehicles (EKMR, EPMR, CKMR, DKMR. IKMR), by way of example and not limited to : Maserati, Tesla, Alfa Romeo Quadrifoglio, Tonale, etc, as published in the "DRIVALIA fleet" section published on the website www.drivalia.com/it. In case of violation of this requirement, the CDR, TP and SUPER COVER, G&T services will not apply and the customer will be responsible for compensation for the total cost of the vehicle and the expenses incurred, following an exchange of documents between the parties regarding the event. In such circumstances, DRIVALIA reserves the right to terminate the contract and not to supply the vehicle, after evaluating the circumstances that have arisen.

Transit abroad is permitted for other types of vehicles in the following countries: Andorra, Austria, Belgium, Croatia, France, Germany, Lichtenstein, Luxembourg, Holland, Portugal, Czech Republic, Slovenia, Spain, Switzerland, Hungary.

In any case, DRIVALIA vehicles cannot be returned abroad.

In case of transit abroad, it is the customer's responsibility to know and respect the regulations relating to the circulation of the vehicle in the country in which it is driven.

Please note that in the event of vehicle breakdown abroad, roadside assistance is limited and subject to the availability of the supplier, who may provide, where available, a replacement vehicle for a maximum of 3 days to be returned within the country in question. which the event occurred and, therefore, it cannot in any case be used to return to Italy.

For the purposes of driver safety and correct maintenance of the vehicle, DRIVALIA reserves the right to consider the improper and/or abnormal use of the vehicle in the event of exceeding the maximum travel parameters envisaged by the various tariff profiles chosen by the customer.

In case of kilometric excess beyond that foreseen by the purchased tariff, DRIVALIA reserves the right to apply a specific tariff to be paid by the customer which varies according to the car group (ACRISS) rented, from €0.15+ VAT to €0.35+ VAT for each additional km.

In any case, DRIVALIA S.p.A. reserves the right to take action for major damages.

DRIVALIA reserves the right to request the customer to return the vehicle at any time in order to proceed with the inspection and verification of its condition with at least 48 hours' notice. In the event that the customer does not comply with this request, Drivalia may terminate the contract pursuant to art. 1456 c.c.

Breach of the Highway Code - Administrative Sanctions DRIVALIA, at the request of the authorities, will communicate the Customer's driver identification data so that these authorities can re-notify the Customer of the fines, which will be at the Customer's total expense, as provided for by the Highway Code, if the Customer incurs a Highway Code violation or other administrative sanction (including non-payment of tolls).

In the event that it has not been possible to obtain discharge and/or re-notification to the Customer, or, subsequent to the same, in the event of failure to make a prompt payment, Drivalia shall pay the penalty and subsequently charge the Customer for the amount incurred. For rentals made by companies, societies and/or in any case customers other than natural persons (so-called B2B rentals), a surcharge may be applied, which will be indicated in the contractual documentation specifically signed.

F) Basic and optional services

Basic services included in the rate **

The DRIVALIA rates are made up of the basic services that take into account the use of the vehicle (Time/Km) and the liability reduction fee for damage and theft of the rented vehicle as described below (CDR and TP Services), in addition to 'roadside assistance for mechanical breakdowns through no fault of the customer.

Basic CDR* Damage Service

Included in all published DRIVALIA S.p.A. rates is the CDR service, conventionally considered to be 22% of the applied rate. The CDR service is not an insurance coverage, but a conventional reduction of the Customer's liability for damages found on the car during the rental including traffic damages, i.e. damages to the rented vehicle resulting from accidents with the involvement of at least one other vehicle or without a counterpart. The conventional reduction of liability occurs within the limits of a maximum amount chargeable per event which varies according to the car group (ACRISS) rented as a penalty.

For information regarding the amounts of penalties for damage to the vehicle, consult the PRICE LIST OF ACCESSORY SERVICES, SUPPLEMENTS AND PENALTIES available in the DOCUMENTS section of the drivalia.com website.

CDR service does not cover damage done to: glass, roof, underbody, wheels, interior, or damage resulting from vandalism.

For the Be Free 6x6 subscription rental service, the prices listed in the Be Free 6x6 Price List apply, which can be accessed from the product's dedicated page at the following link.

Basic TP* Theft service

Included in all published DRIVALIA S.p.A. rates is TP service, conventionally considered to be 18% of the applied rate. The TP service is not insurance coverage, but a conventional reduction of the Customer's liability in case of total/partial theft or fire within the limits of a maximum amount payable by the Customer that varies depending on the car group rented as a penalty. For information regarding the amounts of penalties for theft of the vehicle, consult the PRICE LIST OF ACCESSORY SERVICES, SUPPLEMENTS AND PENALTIES available in the DOCUMENTS section of the drivalia.com website.

For the Be Free 6x6 subscription rental service, the prices listed in the Be Free 6x6 Price List apply, which can be accessed from the product's dedicated page at the following link.

DRIVALIA recommends that its customers park the rented vehicle in security guarded parking areas.

Theft TP basic service exceptions

The customer and/or driver remains fully responsible for compensation of the total cost of the vehicle in the event of failure to return the keys. In the event of total, partial or fire theft of the vehicle occurring in Campania, Puglia, Calabria or in the city of Catania and its province, DRIVALIA reserves the right to terminate the contract and not provide the Customer with a replacement vehicle.

Optional service not included in the rate

The customer can eliminate his financial responsibility for damage caused in the event of an accident to the rented vehicle or theft, with the purchase of the optional **SUPER COVER** service.

Optional SUPER COVER Service* Damage and Theft

It is not insurance coverage. If requested and signed at the time of rental, it eliminates the amount owed by the Customer for damage and theft relating to the rented vehicle. The SUPER COVER service also includes damage caused to windows, roof, underbody, wheels, interiors and those resulting from acts of vandalism and atmospheric events. The Super Cover Service has a daily cost that varies based on the type of vehicle, as indicated in the document "List of Accessories, Supplements and Penalties".

Exceptions optional service SUPER COVER Theft

In the event of total/partial theft or fire of the vehicle occurring in CAMPANIA, PUGLIA, CALABRIA OR IN THE CITY OF CATANIA AND THE PROVINCE, the Super Cover service does not entirely eliminate the application of the penalty, but reduces the chargeable amount by 50%. penalty which varies depending on the car group rented. For information regarding the amounts of penalties for theft of vehicle occurred in CAMPANIA, PUGLIA, CALABRIA OR IN THE CITY OF CATANIA AND PROVINCE, consult the LIST OF ACCESSORY SERVICES, SUPPLEMENTS AND PENALTIES available in the DOCUMENTS section of the drivalia.com website.

Furthermore, in such cases DRIVALIA S.p.A. reserves the right to terminate the contract and not provide the customer with a replacement vehicle.

Extra roadside assistance

This is an optional service not included in the rate which integrates the basic roadside assistance included in the rental rate. This service covers the costs of intervention and recovery of the vehicle in those cases in which the breakdown and/or intervention is attributable to the customer's fault, for example: flat battery, flat tyre, incorrect refueling and/or running out of fuel, keys locked in the vehicle, etc.The Extra Roadside Assistance Service has a daily cost of €5.00 for a maximum of 18 days.

For the Be Free 6x6 subscription rental service, the amounts shown in the Be Free 6x6 Price List are to be considered valid, and is available from the page dedicated to the product at the following link.

Snow chains/snow tyres

The customer can request snow chains, included in the rate, by selecting them from the "accessory services" during the booking phase or at the rental store.

Please note that in some locations and on some Italian roads and motorways, from 15 November to 15 April the obligation to travel with thermal tires or snow chains on board may be in force. Before collecting the vehicle from the Drivalia Mobility Store, the Customer can check whether chains on board are required for his travel itinerary by consulting the following sites www.cciss.it, http://mobile.cciss.it /, https://www.poliziadistato.it/article/50/.

For Be Free 6x6 subscription rental service the Customer shall refer to the provisions of Art. 9 c) Maintenance and Repairs - urgent interventions - tire service of the BE FREE 6X6 Subscription Terms and Conditions in which the tire service is regulated under which there is a No. 1 replacement of the supplied set of tires (4 "all season" tires).

G) Accidents, damages, claims

The customer is obliged to notify DRIVALIA S.p.A. of any road accident or damage by written form within 48 hours from the event or at the time of the return of the vehicle, using the CAI form that can be found in the documentation supplied with the vehicle or the Accident Report Form, and also by having the competent authorities carry out the investigations. In the event that the client, despite being requested to make a statement in relation to the accident, fails to send such statement and/or provide the documentation relating to the accident occurred Drivalia reserves the right to charge a penalty fee, as indicated in the document "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES". Any subscription to the Super Cover service does not discharge the Customer from this reporting obligation. A fee will be charged for the accident management service (claim file management), as indicated in the "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES" document. The customer is aware that the vehicle may be equipped with a satellite device enabled to collect vehicle usage data and road accident data. This data will be processed and collected by the company that manages it and then transmitted to the vehicle's insurance company and to the police.

H) The customer agrees to pay DRIVALIA S.p.A. by credit card:

1. The rental fee calculated on the basis of the kilometer rate and the time rate. The rental charge is calculated on the basis of the kilometre rate and the time rate. In the event of excess mileage over and above the purchased rate, DRIVALIA reserves the right to apply a specific fee charged to the customer, which varies depending on the ACRISS car group rented, from € 0.15+ VAT to € 0.35+ VAT for each additional km . In any case, DRIVALIA Italia reserves the right to take action for any major damages.

In the event of excess mileage beyond that foreseen in the purchased rate, DRIVALIA reserves the right to apply a specific rate to be paid by the customer which varies according to the ACRISS car group rented for each additional km, from €0.15 + VAT to €0.35 + VAT for each additional km. In any case, DRIVALIA Italia reserves the right to take action for greater damages.

2a) One way It is the additional fee due in the event that the vehicle is returned to a rental location other than the pick-up location ("trip to drop-off") calculated on the basis of the appropriate tariff as set out in the document "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES"

2b) Delivery and collection This is the service of delivery and collection of the vehicle at a location indicated by the customer other than a DRIVALIA rental store, the amount of which is indicated in the document "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES".

3.Fuel and AdBlue Service The reimbursement of the cost of the fuel refuelling service is the same as it was when the vehicle was taken over. The Customer is obliged to return the vehicle, at the end of the rental period, with a full tank of fuel and to have it registered by the DRIVALIA employee at check-in. In the event of refuelling failure, the Customer will be charged the cost of the fuel refuelling service consisting of a fixed amount and a flat rate amount. The fixed amount of the service equal to euro 29.00 will be charged to the Customer in addition to a flat-rate amount applied by DRIVALIA for the missing litres, calculated at a price higher than the market price. The price of the fuel and AdBlue additive is the price published at the time the vehicle is returned with reference to the latest available update, as indicated in the document "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES".

4. The sums due in the event of subscription of SUPERCOVER, G&T and the sums due for payment of the amounts under D, F and G, in general, the damages sustained to the vehicle, as well as any claim handling fees.

5. Any airport, railway, traffic charges, taxes Airport Charges or Railway Charges: 16% of the rate for rentals starting at the airport or train stations..

Road charges: Euro 2.00 for each rental day

6. Fines and Administrative Penalties (traffic violations, non-payment of motorway tolls and/or parking fees, etc.). In the event of a violation of traffic regulations by the Customer, if it is not possible to obtain discharge and/or re-notification of the fine to the Customer in accordance with the regulations in force on the date of the violation or, in the case of violations for which Drivalia and the Customer are jointly and severally liable pursuant to applicable law, the Customer fails to promptly pay the fine imposed, Drivalia shall directly pay the relevant administrative fine and reserves the right to charge the Customer the amount incurred, informing the Customer in advance and in writing.

7. The refund of all expenses and charges incurred by DRIVALIA S.p.A. to obtain payment by the customer of the amounts due by the customer.

8. The amount corresponding to any other services used by the Customer. The above-mentioned charges will be made to the Customer's bank account through the use of the financial credit card provided at the time of the rental, in accordance with the terms provided by the card-issuing institution. The Customer who presents a prepaid voucher at the time of rental or makes a rental on behalf of another party (natural or legal person) shall in any case be jointly and severally obliged with the party issuing the voucher to pay any amount deriving from the rental in the event of total or partial insolvency on the part of the issuer. In the case of rentals made in the name of or on behalf of a legal entity, the signatory of these General Terms and Conditions shall be jointly and severally liable with said legal entity for everything provided for in the contractual conditions expressed therein, by way of example, reference is made to cases of non-payment of: damage caused, misappropriation, fines, etc. DRIVALIA S.p.A. invoices relating to the aforementioned fees are payable at sight. In the event of delay in payment, interest will be due on all amounts due to DRIVALIA S.p.A. at the official discount rate increased by 4 percentage points and, in any case, within the maximum limits allowed by the laws in force, unless different and more favourable provisions of law regulating the matter.

9. Electric and hybrid car charging service. The amount related to the recharging service made by the customer through the RFDI Card at the EnelX public network or Enel X affiliated partners or at Drivalia recharging infrastructures (private network). In particular, an amount corresponding to the amount of KW recharged shall be charged according to the modalities indicated in the document "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES". The customer may recharge the vehicle, in accordance with the prescriptions in the vehicle's owner's manual, at home or at DRIVALIA recharging stations in authorized Mobility Stores (see list available at https://mobilitystore.drivalia.com/it/ or at the Enel X public network or Enel X affiliated partners using the EnelX RFID Recharge Card.

The charging service on Drivalia charging infrastructures (Private network) made available at the enabled Mobility Stores and the charging service made at the Enel X public network or Enel X contracted partners will be charged to the customer as indicated in the document "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES". The amounts relating to the Recharge Service may be subject to updates and variations.

In the event of theft, loss, damage and/or manumission of the RFID Card, a penalty will be charged as indicated in the document "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES".

DRIVALIA reserves the right to block and request the return of the RFID Card, in the event of improper or abnormal use (maximum 100 KW per day) of the RFID Card, which goes beyond the recharge related to the rental car.

10.Parking following the completed charging session In the event of failure to remove the vehicle from the charging station stall within 60 minutes after the end of the vehicle charging session, the following amounts will be charged for each minute following the 60th minute after the end of the charging session and until the connector is removed from the charging station as indicated in the "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES" document

For Be Free 6x6 Subscription Rental Service please refer to Article 5.6 "Economic Conditions, Security Deposit, Payments and Billing" of the BE FREE 6x6 Subscription Terms and Conditions which derogates from this paragraph in the part where it provides for the payment of the Regional Car Tax (c.d. stamp duty) referred to in the paragraph Regional Automobile Tax - Car Tax and the penalty in case of withdrawal of the Customer referred to in the paragraph Termination, minimum and maximum duration of the Rental Agreement, right of withdrawal shall be made by bank transfer within 7 days of DRIVALIA's written request.

11. Any additional service, supplement and/or penalty.

Out of hours: Collecting the car outside of office opening hours is permitted upon express request from the customer. During the booking phase, the customer may request to bring forward or postpone the collection of the car with respect to the opening/closing times of the office at the price indicated in the "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES". Document. The service does not apply to campers (acriss XHMR group).

Second driver: Daily amount indicated in the "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES" document.

Seat for children over 4 years of age: Anti-abandonment devices are not available for children under 4 years of age (Art 172 paragraph 1bis of the Highway Code), so the customer can request and collect the seat only if in possession of his own device, of which he will be fully responsible for its assembly, use and operation. The legislation relating to the use of anti-abandonment devices applies exclusively to drivers resident in Italy. The legislation relating to the use of anti-abandonment devices applies exclusively to drivers resident in Italy. For children over 4 years of age, the amount of the Baby Seat is indicated in the "PRICE LIST OF EXTRA SERVICES, SURCHARGES AND PENALTIES".

I) Responsibility

Without prejudice to the responsibility of the vehicle manufacturer for manufacturing defects, DRIVALIA S.p.A. will carry out all ordinary maintenance activities in order to rent the vehicle in a good state of efficiency, guaranteeing its constant maintenance in relation to the agreed use, as stipulated in art. 1575 of the Civil Code.

L) Prohibition of assignment

The customer undertakes not to assign, sell, mortgage or pledge the vehicle, the tools, the equipment and any other part of it, and in any case not to act in contrast with the ownership rights on the vehicle of DRIVALIA S.p.A.

M) Vehicle replacement

DRIVALIA S.p.A. reserves the right not to provide a replacement vehicle in case of accident, breakdown, theft, damage or for any other reason at its sole discretion, without having to justify such refusal. Please note that a replacement vehicle will not be supplied following a theft or fire that occurs in Campania, Puglia, Calabria or in the city of Catania and its province.

For Be Free 6x6 subscription rental service please refer to Article 12, which excludes replacement car service in the event of a Vehicle immobilized for routine or extraordinary maintenance or scheduled repairs, or as a result of a claim or theft.

N) Jurisdiction

For any dispute that may derive from and/or be connected to the rental of the vehicle, in particular for any action necessary for the enforcement of the credit acquired by DRIVALIA S.p.A., the Court of Rome will have exclusive jurisdiction. This clause does not apply in the event that the owner of the rental service uses the service for purposes unrelated to his professional or entrepreneurial activity (Consumer) as provided for by art. 33, paragraph 2, letter U, of the Consumer Code.

O) Loss

Under no circumstances will DRIVALIA S.p.A. be held responsible for the loss of objects that the customer or third parties may have left or loaded onto the vehicle, during the rental period or after the vehicle has been returned. Notwithstanding the foregoing, in the event of the discovery of goods inside the vehicle, the rental company agrees to promptly notify the customer, providing, at the customer's request, for the shipment or to keep the goods available for a period of 30 days, after which time the goods will be considered abandoned.

P) Interpretation

In the event of any conflict in the interpretation of the two versions of these general conditions, the Italian version shall prevail over the English version.

Q) Modifications

Any variation and/or addition to the rental terms and conditions indicated herein shall be valid and effective only if made in writing.) For

For Be Free 6x6 subscription rental service please refer to Article 18. "Modifications" which provides that the modifications will be applied from the beginning of the second month following the month in which DRIVALIA has communicated them to the Client in writing, unless legal regulations or administrative measures impose or result in an earlier application date. In case of disagreement, the Customer may withdraw without penalty from the rental agreement, by communication by email to subscribe.drivalia@drivalia.com which must be received by DRIVALIA no later than 30 (thirty) days from the date of receipt of the communication from DRIVALIA . In such case, the withdrawal will become effective at midnight of the day preceding the day on which the modifications would have otherwise been applied

R) Acceptance of the contractual conditions

The Customer, by signing these General Conditions, agrees to rent the vehicle indicated at the price and conditions indicated therein and also authorizes DRIVALIA S.p.A. to charge the credit card issued for any amount due. Except for promotional activities, the customer is required to pay the fee for the vehicle group actually used.

S) Conditions with expressed approval

Pursuant to and for the purposes of Art. 1342 et seq. of the Civil Code, the Customer declares that he expressly accepts the conditions set out in letters B, D, F, G, H, I, L, N, O, R, T as separately signed on the front of the contract.

T) Declaration of liability

The Client and the driver declare that they are aware that in the event of failure to return the vehicle within the contractual terms, in the absence of any valid obstructive reason (force majeure), they shall be liable for the offence of embezzlement or possibly contractual fraud.

CANCELLATION CONDITIONS FOR PREPAID RATE RESERVATIONS

Valid exclusively for the DRIVALIA prepaid product sold on the website www.drivalia.com/it for rentals in Italy

If the customer chooses the DRIVALIA prepaid product, the rental will be prepaid online at the time of booking by credit card. The following credit cards are accepted: MasterCard, Visa, American Express. ATM, debit and prepaid cards are not accepted.

The driver will receive, at the e-mail address indicated during the booking phase, the voucher to be shown at the DRIVALIA Mobility store to collect the vehicle.

The data relating to the driver and the payment method, confirmed at the time of booking, cannot be changed.

It is essential that the exact flight number and time is communicated at the time of booking. In the absence of such information, DRIVALIA S.p.A. cannot assume any responsibility for failure to rent.

Once the booking request has been forwarded with the "book" button, the actual availability of the requested car and the related payment will be verified.

In case of a positive outcome, DRIVALIA S.p.A. will proceed with the booking confirmation and subsequent invoicing. The reservation cannot be modified but only cancelled. The customer can cancel his booking up to 72 hours before the rental start date with the application of a penalty of 18.00 euros.

For all cancellation requests received more than 72 hours before the rental start date, no refund will be provided. Furthermore, for reservations placed on the same day as the scheduled pick up, in the event of cancellation there will be no refund because there is not the necessary 72 hours notice. No refund applies if the customer does not show up at the time of collection of the car, if he arrives later than the established times, if at the time of collection of the car the necessary requirements are not met (e.g. possession of a credit card financial -NOT ELECTRON NOT PREPAID NOT DEBIT CARD- due to deposit, insufficient age, failure to show driving license, etc.), if you deliver the car earlier than expected and if you cancel the reservation after the collection date.

The cancellation request can be made by logging in to your personal area or by retrieving the booking data by entering the booking number and e-mail address in the designated area, clicking on the "Cancel Reservation" button.

Alternatively, it is possible to request cancellation in writing to prenotazionii@drivalia.com, attaching the booking confirmation voucher received via email.

The customer must present the voucher issued by DRIVALIA S.p.A. containing rental information together with a valid driving license and your financial credit card.

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Please refer to Article 4.4 " Activation of the service and pick-up of the Vehicle" in which it is provided that the reservation of the Vehicle, once confirmed, is not modifiable, but can be cancelled by the Client until the date scheduled for the pick-up of the Vehicle. In this case, the Customer shall be entitled to a refund of the Rental Fee (as defined in the paragraph Economic Conditions, Security Deposit, Payments and Billing) paid at the time of booking and in Article 4.6 which provides that the reservation of the Vehicle must be made at least 15 days in advance of the date of pick-up, which may not exceed 30 days after the reservation.

Last update

05.06.2025