

Chauffeur-driven rental service (hereinafter also referred to as the “Service”) by Maggiore Rent Spa, a singly held company subject to direction and coordination by Avis Budget Italia S.p.A., and provided by its Network of Licensed Partners, is regulated by these general conditions, by the reservation form and estimate signed by the Customer as well as the Privacy Information (hereinafter referred to jointly as the “Contract Documents” or the “Contract” valid at the time the reservation form is signed and sent, which have been read by or given to the Customer who reviewed them thoroughly and is fully aware of their contents.

Maggiore Rent Spa considers ethics and respecting the rules among its primary values and hence it has developed a Code of Ethics to serve as a form of identification for the Group.

The Code of Ethics is available online at www.maggiore.it and the Customer specifically declares to understand and agree with its rules and abide by them when the reservation form is signed and sent.

By signing and sending the reservation form the Customer also declares to be fully aware of and accept the General Conditions for Chauffeur-Driven Rental and to specifically approve articles 1, 3, 6, 7, 8, 9, 11, 12, 13, 14.

CHAUFFEUR-DRIVEN RENTAL GENERAL CONDITIONS

1 Features of the Service

The Service is provided by independent professional Operators who have long-term and proven experience in the chauffeur-driven rental sector.

Each Operator is an independent business party, bound by an exclusively commercial relationship, without any employee or subordinate in relation to Maggiore Rent, and is personally liable, without the joint and several liability of the latter, for any breach or unlawfulness which may arise during the service.

The fleet is made up of top-of-the-range vehicles from leading Vehicle Manufacturers only, duly authorized, with an average age of less than three years, all with full optionals, driven by chauffeurs of considerable professional standing and experience and, upon the request of the Customer, with adequate knowledge of at least one foreign language.

Any tips for the chauffeur are at the Customer’s discretion and expense.

If the agreed location for the commencement of the Service is located within an airport, sea port or railway station, the chauffeur shall wait for the Customer with a Maggiore Group sign indicating the Customer’s name, at the Maggiore rental location, if present, or respectively at the passenger exit in the arrivals hall of the airport, at the head of the train in the station, or on the wharf for passenger disembarkation at the sea port. In such cases, the chauffeur shall await the Customer, free-of-charge and for up to one hour (unless agreed otherwise), in the event of delay in the arrival of the flight, train or ship. At the time of booking the Service, the Customer may in any event agree a different meeting point with Maggiore Rent, against payment of a supplement.

In the event the vehicle booked is not available, the Operator may provide the Service using a different vehicle, of a superior or inferior category. If, due to unavailability, the vehicle provided is of a superior category with respect to that booked, the Customer shall in any event have the right to the application of the tariff agreed at the time of reservation.

Maggiore Rent’s right to refuse the reservation or the execution of the Service by the Operator is in any event unaffected, without having to provide justification and subject to mere communication to be made to the Customer by any means before the deadline agreed for the execution of the Service.

2 Third Party Liability insurance

All the vehicles are covered by TPL insurance in pursuance of current laws.

The TPL insurance of the vehicles guarantees the insurance coverage for Third Party Liability, including passengers, animals or objects (excluding those transported) with a single and overall maximum insurable sum equating to at least the minimum required by law. At the time of booking the Service, the Customer may in any event agree a higher sum with Maggiore Rent, against payment of a supplement.

3 Access to the Service and reservations

Upon request of service by the Customer, Maggiore Rent, through its service centre, shall check the availability of the Service provided by the Operator.

With regard to the Service to be carried out in Italy, the Customer shall have to make the reservation 8 business hours in advance with respect to the deadline indicated for the commencement of said Service.

In the event of Service required abroad, the Customer shall have to make the reservation at least 48 business hours in advance.

With regard to the Service to be carried out in Italy, in the event of cancellation of the reservation less than 3 business hours in advance (8 business hours for buses or special vehicles) with respect to commencement of the Service or in the event of failure to turn up or refusal of the Service by the Customer, the Customer is in any event obliged to pay the amount agreed at the time of reservation relating to the service by way of a penalty, or any different amount quantified in relation to the first day in the event of a Service booked for several days.

In the event of a Service required abroad, the Customer may cancel the reservation giving notice of no less than 8 business hours (24 business hours for buses or special vehicles), otherwise the entire amount agreed at the time of reservation will be charged.

In the event of impossibility of receiving the Service due to cancellation of the flight or changes to the arrival airport due to weather conditions and/or technical problems, the Customer shall not have to pay any penalty. A similar provision shall be applicable in the event of railway and/or maritime same disservices.

4 Type of standard services

The standard chauffeur-driven rental services offered by the Operators fall under the following types:

• As directed – Hourly service

The “As directed – Hourly service” involves driving the Customer to their destination and remaining at their disposal. The tariffs are in relation to the amount of time the vehicle remains available and the number of kms. driven.

The duration and cost of the Service are understood to be from garage to garage.

• **Transfers**

“Transfers” involve driving the Customer to their destination without any intermediate stop. Once the destination has been reached, the chauffeur leaves the Customer and does not remain at their disposal.

• **Shuttle**

The “shuttle” service is characterized by the constancy of the timetable and the route and the reiteration of the Service over time. Once agreed with the Customer, the type of vehicle is always the same except under exceptional circumstances.

• **Special services**

These involve meeting the Customer’s demands for special, national or international services, with the possible request of specific vehicles. The “special services” include:

- Handling of transport for events, conferences and manifestations
- High-end representation and security services
- Tour services and excursions
- Night service for receptions, theatre and night spots, etc.

5 Payment methods for the Service and invoicing

Maggiore Rent shall receive all the payments relating to the rental services carried out by partnered Operators.

The payments relating to the Service shall have to be made by the Customer through credit card to be communicated at the time of reservation.

The total cost of the Service will be invoiced to the Customer by Maggiore Rent using the details which the Customer shall have indicated at the time of reservation. The invoice shall be sent to the Customer via post.

Customers who have a facility account with the Avis Budget Group, irrespective of the type of agreement existing, may make the payment on receipt of the invoice subject to communication at the time of reservation of the Maggiore Rent agreement code.

6 The Customer’s obligations and responsibilities

The Customer undertakes to meet the commitments undertaken at the time of reservation, as well as communicate any data and/or information differing from that communicated previously.

The Customer undertakes not to provide false information with regard to their personal details and their address.

For all purposes of the law, the Customer’s domicile is that indicated by the same at the time of reservation.

7 The Operator or Maggiore Rent’s obligations and responsibilities

The Operator or Maggiore Rent shall not be held liable for any losses or damage consequent to breakdowns affecting the vehicle, failure to or delayed provision of the Service, availability of a vehicle different to that booked, deterioration of goods, damage or loss of luggage or damage of any other kind, except in the event of fraudulent intent or serious negligence. Likewise, any liability for damages to objects transported or left in the vehicle is excluded, except in the event of fraudulent intent or serious negligence.

8 Charges

The Customer is obliged to pay:

- A. the cost of the Service, which is calculated on the basis of the matters envisaged in the Contractual Documentation in relation to: (I) the type of vehicle; (II) duration of the Service; (III) mileage travelled; (IV) tariff applied by Maggiore; (V) accessory and additional services requested by the Customer; (VI) any additional specific request of the Customer. The cost of the Service shall have to be paid according to the formalities and timescales envisaged in the Contractual Documentation;
- B. the amount due in general by way of compensation and/or indemnity and/or reimbursement due to the responsibilities and obligations undertaken by means of finalization of the Contract;
- C. a sum by way of a penalty due to the failure to remove from the vehicle goods and/or assets which are found in the same on conclusion of the Service, equating to the costs which shall be necessary for the removal, deposit and/or possible return of the same, whose amount will be increased by 50%.

The Customer holding a credit card authorizes the charging of all the costs payable as a result of the rental relationship with the chauffeur, including therein those indicated in the Contractual Documentation and those which may be necessary for the recovery of any amounts due vis-à-vis the same in relation to the rental relationship with the chauffeur.

9 Miscellaneous

Replacement: In the event of accident or accidental breakdown suffered by the vehicle, Maggiore Rent shall take steps to find another Operator able to provide the Customer with a replacement Service, subject to availability and without additional charges for the latter.

The tariffs include:

- the reservation service
- cost of the chauffeur
- roadside assistance
- fuel, oil consumption, maintenance
- TPL insurance with coverage of third parties transported – legal maximum insurable sums
- Green card for abroad.

The tariffs do not include:

- 10% VAT (unless specified)
- motorway toll fees in Italy
- meals and accommodation of the chauffeur
- tips
- accessory and additional services

- motorway toll fees abroad, costs for ferries and tunnels
- fees and charges of any kind deriving from parking the vehicle
- charges for accessing city centres and ZTL areas

10 Accessory & Additional Services on request, subject to availability

a. Accessories

Upon the request of the Customer to be made at the time of reservation, the following accessories shall be available, subject to availability:

- cell phones
- child seats
- ski carriers

A supplement is due for these accessories, whose amount shall be established at the time of reservation.

b. Out-of-hours, Sunday and public holiday services

In the event of request by the Customer for the Service during night-time hours (8.00 p.m. – 8.00 a.m.), on Sunday or public holidays, supplements are envisaged whose amounts will be established at the time of reservation.

c. Tourist guide

At the time of reservation, the Customer may request the assistance of a tourist guide specifying any requirement of the same to speak a foreign language. The cost of the Service will be established at the time of reservation. Any meals and the entrance to museums are excluded from the Service.

d. Foreign language chauffeur

At the time of reservation, the Customer may request a chauffeur with adequate knowledge of English, or another foreign language, subject to availability. The cost of the Service will be established at the time of reservation.

11 Termination clause

The violation of even just one of the provisions of Article 3, 5, 6, 8 shall entitle Maggiore Rent to terminate the contract pursuant to Article 1456 of the Italian Civil Code, and to the compensation of damages.

12 Jurisdiction

The rental relationship pursuant to this Contract is disciplined by Italian law.

With regard to any dispute deriving from the relationships disciplined by the “Contractual Documentation”, the Court of Rome is exclusively competent.

13 Translation

In the event of any contrast between the Italian version and the one in English, the Italian version shall prevail, since the English represents a mere translation of the same.

14 Interpretation

If one of the provisions of this Contract is deemed to be invalid or ineffective, in full or in part, the same shall be considered as not forming part of this Contract which will remain valid and applicable with regard to the remaining provisions.