# Rental Terms and Conditions

The conditions that apply when you rent a vehicle from Algherocar, a brand of B-Action Srl, followed by the terms of use of this website.

**English translation.** Under article 17, if the Italian text and a translation differ, the Italian text prevails.

## General Rental Terms and Conditions

Algherocar, a brand of the company B-Action srl (hereinafter referred to as the "Lessor"), rents to the Lessee (hereinafter referred to as the "Customer") the vehicle specified on the front page of the Rental Agreement under the terms and conditions set forth below.

### 1. Delivery of the Vehicle

The Lessor delivers to the Customer the vehicle specified on the front page of the Agreement with a full tank of fuel, unless expressly specified otherwise.

The vehicle is rented complete with all accessories required by law, all valid documentation for road use, as well as a standard tool kit, spare tire, or tire inflation kit. Upon delivery of the vehicle, the Customer is responsible for inspecting the vehicle's condition in the presence of rental station staff and is required to promptly report any visible damage or defects on the exterior or interior of the vehicle that are not noted in the relevant section of the Rental Agreement.

By signing the Agreement, the Customer acknowledges having received the vehicle in perfect order and in any case in a condition consistent with what is noted in the designated section signed by the Customer. Subsequently, upon returning the vehicle, the Customer is responsible for verifying the vehicle's condition in the presence of the rental station staff. Failing this, the Customer acknowledges the accuracy and validity of the findings made by the rental station staff. By signing the Rental Agreement, the Customer declares that they have read and received the requested explanations and, therefore, are aware of and accept these Rental Terms and Conditions.

### 2. Insurance Policy

Each Vehicle is covered by third-party liability insurance in accordance with applicable laws, which provides coverage for civil liability toward third parties with respect to persons, property (excluding that being transported), and animals. Passengers in the Lessor's Vehicle are considered third parties. This policy is available for review upon the Customer's specific request at the Lessor's rental offices.

### 3. Fees Due to the Lessor

Upon delivery of the vehicle, the Customer agrees to pay the Lessor:

- the security deposit in the amount indicated, based on the category of the rented vehicle, as set forth in the Special Rental Conditions available at the rental offices or on the Lessor's website algherocar.com. The amount of the security deposit is listed on the front page of the Rental Agreement in the "Payment Type" box under the "Deposit" section;
- the rate specified in the Rental Agreement and the fee for any supplements requested by the Customer, as indicated on the front page of the Agreement itself.

Upon return of the vehicle, the Customer agrees to pay the Lessor:

- the amount necessary to restore the fuel level to its original state, plus the surcharge for the refueling service, unless the Customer has purchased the Prepaid Full Tank service. In that case, the Customer may return the vehicle with any fuel level (any unused fuel will never be refunded);
- in the event of damage or theft, the applicable penalties and related administrative fees;
- any additional rental days;
- any surcharge for returning the vehicle to a station other than the original one (one-way trip);
- roadside assistance, penalties provided for in the Special Rental Conditions, if applicable, as well as amounts related to any other services the Customer has used;
- the amount for any ancillary services the Customer has used.

The vehicle must be returned by the date and time specified in the Rental Agreement. Delays exceeding 59 minutes will result in the charge of an additional day's rental at the Official Daily Rate in effect; for delays exceeding 24 hours, an amount equal to the Official Daily Rate in effect will be charged for each day or fraction thereof. In the event of impoundment or any other type of immobilization of the vehicle attributable to the Customer, the Lessor will charge the Customer the Official Daily Rate in effect for each day the vehicle is immobilized and any other related expenses until the Lessor regains possession of the vehicle.

The Customer is responsible for traffic tickets and/or any other charges resulting from violations of the Highway Code or other laws or regulations, tolls, parking fees, and, in general, any amounts related to the use of the Vehicle during the rental period, and agrees to reimburse any amounts advanced for such purposes, including the administrative fees provided for in the Special Rental Conditions and quantified at €25.00 plus applicable VAT for each individual request to be processed.

## 4. Rental Payment Methods and Authorization of Charges

Payment for the rental may be made solely in accordance with the rules and payment methods expressly provided for and indicated by the Lessor on the website www.algherocar.com. Payment in cash (permitted exclusively as a final balance at the end of the rental) is allowed only in compliance with the regulations in force from time to time.

The Customer, in the event of using a credit/debit card, authorizes the Lessor, by signing this Agreement:

- to reserve a credit amount as a security deposit (based on the rental cost and the category of the rented vehicle) on the credit/debit card associated with or registered in the Rental Agreement;
- to charge the credit/debit card associated with or registered in the Rental Agreement (or another card at the Customer's disposal if the initial card does not have sufficient credit limit) for all amounts due, directly or indirectly, under the rental;By signing the attached form titled "Delay Charge Agreement," the Customer also agrees to expressly authorize any additional charges specifically listed therein that may arise after the vehicle is returned.

## 5. Real Rights to the Vehicle

The Customer acknowledges that they hold no real rights to the rented vehicle or the accessories provided and, therefore, may not dispose of them in any way, not even as collateral.

## 6. Customer's Obligations Regarding the Operation of the Vehicle

The vehicle may be driven exclusively by the Customer named as the holder of this Rental Agreement and by other persons only if expressly indicated on the front page of this Agreement.

The vehicle may be driven exclusively in Italy. However, subject to the Lessor's express written authorization, driving is permitted in the following European Union countries: France (including Corsica and excluding French overseas territories).

It is specified that the "Green Card" (international insurance certificate) provided along with the vehicle's accompanying documents does not constitute any authorization in this regard but merely completes the documentation. In the event of transit through countries where the Customer has agreed not to drive the vehicle, the provisions limiting and excluding the Lessor's liability shall not apply, and any costs the Lessor may incur due to the Customer's failure to comply with this agreement shall be borne by the Customer (including any costs related to vehicle impoundment or repatriation).

Under no circumstances may the vehicle be driven by persons who do not hold a valid driver's license issued at least 3 years ago and/or by individuals under the age of 23. However, driving by persons under 25 years of age is permitted, provided they hold a valid driver's license issued at least 3 years prior and upon payment of the "young driver" surcharge provided for in the special rental conditions and indicated on the front page of this Rental Agreement within the "surcharges" box. Likewise, the vehicle may be driven by persons over 74 years of age, but not older than 79, subject to payment of the "Senior Driver" surcharge provided for in the Special Rental Conditions and indicated on the front page of this Rental Agreement within the "surcharges" box.

The vehicle must not be driven by a driver who is intoxicated or incapacitated due to the abuse of alcohol or narcotics, and the Customer is obligated to verify the personal condition of any person entrusted with the vehicle in advance. The Customer also undertakes not to smoke and not to allow passengers to smoke inside the vehicle.

The Customer agrees not to drive or use the vehicle and not to allow, under any circumstances, the vehicle to be driven or used for the following purposes, for which the Customer further acknowledges full liability for any damage incurred by the Lessor:

- for the transport of contraband goods, explosive or polluting materials, or substances that, due to their nature, may damage the vehicle and/or compromise or delay the Lessor's ability to re-rent it;
- for the transport of passengers or goods for compensation;
- to push or tow another vehicle or trailer;
- in competitions of any kind, sporting or otherwise, or for route testing;
- for driving on unsuitable roads or "off-road";
- for driving while overloaded or with improperly secured loads;
- to give driving lessons or to practice driving;
- for subleasing activities, without the Lessor's prior written authorization;
- with an expired Rental Agreement;
- for driving in prohibited areas, such as, but not limited to, runways, airport service roads, and/or adjacent areas;
- for any other use in violation of laws or regulations or for the pursuit of any illegal purpose;
- by a person not named on the front page of this Rental Agreement and/or by any person acting in violation of applicable laws and/or regulations;
- for the export of the vehicle under export regulations.

The Customer therefore undertakes to drive or use the vehicle with the diligence of a prudent person. Without prejudice to the evidence referred to in Art. 1588 of the Italian Civil Code, a breach of even one of the above obligations, as well as a violation of the rules of the Highway Code and/or conduct contrary to or inconsistent with the diligence of a prudent person, shall result in the Customer being charged for

all damages caused to the rented vehicle, even if the Customer has purchased an additional liability limitation service.

In all the above-mentioned cases, the Lessor shall in any event be exempt from any liability of any kind or nature and, where appropriate, shall be fully indemnified and held harmless by the Customer. Such cases shall also result in the early termination of the Rental Agreement.

## 7. Additional Obligations of the Customer

The Customer agrees to:

- provide accurate personal information, including their residential address at the time of rental, proof of full ownership, and eligibility to drive in accordance with applicable law. The Customer further agrees to provide, prior to rental, a telephone number and an email address, which will be used by the Lessor for the purposes set forth in this Rental Agreement;
- take care of the vehicle, along with any accessories and/or devices provided, and drive it with the utmost care, performing routine maintenance (checking and topping off all lubricant/coolant levels, checking tire pressure, lighting system, etc.), immediately notifying the Lessor of any malfunction and refraining from using the vehicle if necessary;
- pay any and all traffic fines, tolls, parking fees, and/or related charges incurred during the vehicle rental period. The customer further agrees to reimburse the Lessor for any expenses incurred, in addition to paying the administrative and management fees specified in the Special Rental Terms;
- refuel the Vehicle with the correct type of fuel. Should the Vehicle be refueled with an inappropriate type of fuel or other liquid, the customer shall be liable for all costs necessary for the transfer/recovery and return of the Vehicle, as well as for the repair of any damage caused to it, calculated according to the damage schedule in effect at the time of rental, subject to any greater damage sustained by the vehicle;
- indemnify the Lessor against any claims made by third parties for damage caused to goods owned by such third parties or otherwise found in the rented vehicle;
- return the vehicle by the date and time and to the rental office indicated on the front page of the Rental Agreement, including all accessories provided at the time of rental, in the same condition in which they were received;
- return the vehicle as soon as the Lessor, at its sole discretion, requests it. Failure to return the vehicle authorizes the Lessor to repossess the vehicle by any means, even against the Customer's will, with the Customer bearing all costs incurred for recovery;
- acknowledge that the rental begins on the date and time of delivery of the vehicle keys and ends on the date and time of their actual return to the rental office and into the hands of the Lessor's staff. The Customer, subject to the Lessor's authorization, may return the vehicle outside the office's official opening hours, exclusively at the offices previously indicated and in accordance with the information provided in this regard by the Lessor's staff (key drop boxes, affiliated garages/parking lots indicated by the Lessor's staff);
- request an extension of the rental period prior to the expiration date. Such a request must be made by contacting the office where the rental began, which, if an extension is possible, will inform the Customer of the total costs and the specific procedures required to activate the extension. Alternatively, the Customer may go directly to the Lessor's rental office to request the rental extension. Under no circumstances may the Customer postpone the return of the vehicle without the Lessor's written consent;

Do not perform any repair work on the rented vehicle without the Lessor's prior written consent. Otherwise, all expenses incurred shall be borne exclusively by the Customer, who may also be charged

for the costs necessary to restore the vehicle. The Lessor is in any case exempt from any liability toward the Customer/Driver and members of their respective families for damages of any kind, including financial loss suffered by them to persons and/or property, arising (directly or indirectly) from a malfunction of the vehicle if caused by manufacturing defects, even if such defects result in traffic accidents;

Violation of the provisions set forth in Articles 1, 3, 5, 6, 7, 10, and 11 entitles the Lessor to terminate the contract pursuant to Article 1456 of the Civil Code and to claim compensation for any additional damages.

## 8. Customer Liability in the Event of an Accident or Theft and Options to Reduce the Customer's Liability to the Lessor

The Customer agrees to compensate the Lessor for any damage, total or partial theft, or damage resulting from attempted theft, including the use of roadside assistance, subject to the proof required under Article 1588 of the Civil Code.

In the event of damage, the Customer shall contribute to the financial loss suffered by the Lessor up to the maximum amount indicated in the Special Rental Conditions and on the Rental Agreement as "Damage Penalty," subject to the provisions of Article 9 below.

In the event of total or partial theft or damage resulting from an attempted theft, the Customer shall be liable for the financial loss suffered by the Lessor up to the maximum amount indicated in the Special Rental Conditions and in the Rental Agreement as the "Theft Penalty."

The Customer has the option to further limit or eliminate liability for the financial loss suffered by the Lessor in the following ways:

A) if the Customer has purchased the "Full Protection" service, in the event of damage and/or theft of the rented vehicle, the Customer shall contribute to the financial loss suffered by the Lessor up to the maximum amount of the damage and/or theft penalty indicated in the Special Rental Conditions and on the Rental Agreement under the headings "Damage Penalty" – "Theft Penalty," except as provided in Article 9 below;

In the event of total theft of the vehicle, the Customer also undertakes to pay the amount corresponding to a full tank of fuel.

### 8.1 Quantification and Damage Schedule

Damages are classified and quantified by the Lessor using the "Damage Schedule" available at every rental office; the amounts indicated in this Schedule are an integral part of this Rental Agreement. In the event of difficulty in classifying and therefore quantifying the damage, the Lessor will charge the amount based on a specific estimate prepared by its authorized repair shops, following prior notification to the Customer. The Lessor reserves the right not to repair the vehicle immediately if the damage caused by the Customer does not impair its functionality.

### 8.2 Non-Application

All of the above regarding the Customer's liability for the economic loss suffered by the Lessor shall not apply where Article 9 is applicable.

## 9. Grounds for Non-Application of Article 8

Notwithstanding the provisions of Article 8, the Customer shall always be fully liable for the amount of financial loss caused to the Lessor, even if the Customer has purchased a liability limitation service, where at least one of the following circumstances applies:

- violation of applicable regulations and/or the Highway Code of the country where the vehicle is being driven;
- use of the vehicle for an unlawful purpose;
- use of the vehicle in violation of the provisions of Article 6 of these General Terms and Conditions;
- return of the vehicle in a damaged condition without a police report detailing the circumstances of the accident and related documentation, including any C.A.I. (Amicable Accident Report) form;
- failure to promptly report to the competent authorities in the event of total or partial theft or acts of vandalism;

The circumstances indicated above shall be substantiated by reports from the competent authorities and/or a statement from the customer and/or a C.A.I. form and/or an assessment by the insurance companies;

- in the event of damage to the vehicle's underbody, roof (including panoramic glass roof), mechanical parts, upholstery, and interior trim, including the trunk lining;
- in the event of theft/loss/misplacement of license plate(s) and/or loss or damage to vehicle keys.

## 10. Customer's Obligations in the Event of a Claim

In the event of an accident, the Customer agrees to:

- immediately notify the Lessor by telephone and, within the following 24 hours, send the relevant C.A.I. form, fully completed in all its parts and countersigned; or, failing that, submit a detailed report of the facts. In the event of intervention by the authorities, the Customer must send every single document issued by them;
- notify the nearest police authority for any necessary investigations, as well as in the event of injuries;
- do not make any statement of liability and provide the Lessor with all relevant information;
- record the personal details of all parties involved in the accident, including any witnesses, as well as the details of the insurance policies and companies for the vehicles involved;
- avoid leaving the vehicle unattended and unprotected by contacting the Lessor to receive appropriate instructions;
- follow the instructions provided by the Lessor regarding the storage and/or repair of the vehicle.

In the event of failure to comply with even one of the above obligations, the Customer is liable for all damage sustained by the vehicle.

The Lessor does not guarantee the replacement of the rented vehicle in the event of an accident and/or mechanical damage and/or damage to the tires.

## 11. Customer's Obligations in the Event of Total or Partial Theft or Damage Resulting from Attempted Theft or Vandalism

In the event of total or partial theft or damage resulting from attempted theft or vandalism, the Customer agrees to immediately report the incident to the competent authorities (such as the State Police, Carabinieri, etc.) and to provide the Lessor with the original copy of the report.

In the event of total theft, the Customer further undertakes to provide the Lessor with:

- the keys to the vehicle and to the anti-theft device, if the vehicle is equipped with one;
- the rental fee due up to the date of actual delivery of the original police report and the keys;
- the amount of any penalty indicated on the front page of this Agreement.

In the event of failure to deliver the original police report and/or failure to return the keys, the Lessor shall in any case charge the Customer a penalty equal to the official list price of the vehicle manufacturer, including options (excluding VAT), reduced by 15%.

In the event of partial theft, damage resulting from attempted theft, or vandalism, failure to submit the original police report will in any case result in the Lessor charging a penalty equal to the full amount of the financial loss suffered by the Lessor.

## 12. Lessor's Indemnification

The Lessor shall not be liable to the Customer, the driver, or members of their respective families, nor to their lawful heirs, for damages of any kind suffered by them, including financial loss, whether for personal injury—subject, however, solely to the latter—the application of Articles 33(2)(a) and (b) and 36(2)(a) of Legislative Decree No. 206 of 6 September 2005 (Italian Consumer Code), or for damages resulting from breakdowns or malfunctions of the vehicle or traffic accidents. In any case, the Lessor shall not be held liable for any type of damage resulting from theft, riots, fires, earthquakes, wars, or other acts of God.

If any items are found inside the vehicle, the Lessor will notify the Customer, who must arrange for the retrieval or shipment of the item at their own expense; if the Customer fails to arrange for retrieval or shipment within 30 days of the notice, the items shall be deemed abandoned, and the Lessor shall not be required to store or return them.

## 13. Remote Monitoring of the Vehicle

The Customer expressly and unreservedly authorizes the Lessor, or any other party appointed by the Lessor, to remotely monitor the movements of the rented vehicle via satellite systems in order to protect the Lessor from crimes committed to its detriment; the Lessor also reserves the right to disclose such data to judicial authorities, insurance companies, law firms, and companies specializing in the prevention and management of theft and accidents, and to use or have the contents used for any action in its own defense.

The Customer further declares that they are aware and accept that the rented vehicle may be equipped with a remote control unit capable of detecting any impacts, lifting, and events potentially attributable to accidents with or without a third party; the Customer accepts that the data transmitted by the aforementioned unit to the Lessor's computer systems may be used as a tool for reporting and as evidence of accidents involving the rented vehicle.

## 14. Late Payment Interest

Upon expiration of the agreed-upon term for payment of the amounts due, the Lessor is authorized to issue a debit note for late payment interest as provided for by Legislative Decree No. 231 of October 9, 2002, and subsequent amendments. For Customers classified as "consumers," the application of late payment interest at the statutory rate remains unaffected.

## 15. Complaints

The Customer has the right to file a complaint by sending an email to customercare@algherocar.com within 14 days of the rental end date regarding any service issues encountered. Any disputes regarding charges made by the Lessor for any reason may be raised only after payment of such charges and, in any case, no later than 30 days from the date of the charge.

## 16. Amendments to the General Terms and Conditions

No changes may be made to these General Terms and Conditions without the consent of a representative of the Lessor holding appropriate written power of attorney.

## 17. Translations and Prevailing Version

In the event of any discrepancy between the Italian text and translations into other languages of these General Terms and Conditions, the Italian text shall prevail as it expresses the exact intent of the parties; translations of these General Terms and Conditions into languages other than Italian (available on the website www.algherocar.com and, upon the Customer's request, in hard copy at each of the Lessor's rental stations) are merely translations.

## 18. Italian Law and Disputes

This Agreement is governed by Italian law. The Court of Sassari shall have exclusive jurisdiction over any dispute between the parties arising out of or in connection with the Rental Agreement; however, for Customers who qualify as "consumers," the court of the Customer's place of residence or domicile shall also have jurisdiction.

## 19. Processing of Personal Data

Pursuant to Article 13 of EU Regulation No. 2016/679 ("GDPR"), the Lessor will process the data provided by the Customer in compliance with applicable regulations and in accordance with the Privacy Policy available on the Lessor's website www.algherocar.com and in hard copy at each rental station. By signing the Rental Agreement, the Customer declares that they are aware of and accept this Policy.

## 20. Execution of the Contract in the Name and/or on Behalf of a Third Party

Anyone who enters into the Rental Agreement in the name and/or on behalf of a third party is jointly and severally liable with the third party for full compliance with all obligations contained in the Rental Agreement, without the benefit of prior enforcement; the Customer who enters into the Rental Agreement is in any case liable for any act, action, or omission attributable to the driver of the vehicle. All customers and/or authorized additional drivers, as well as credit card holders, shall be jointly and severally liable for all obligations of the holder of the Rental Agreement arising from these General Terms and Conditions and the laws applicable thereto.

# Website Terms of Use

## 1. Introduction

These Terms and Conditions govern your use of the Alghero Car Rental website. By accessing or using this website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use this website.

## 2. Intellectual Property Rights

Unless otherwise stated, Alghero Car Rental and/or its licensors own all intellectual property rights for all content, materials, logos, text, images, and designs displayed on this website. You are granted a limited license solely for viewing and using the website for personal, non-commercial purposes.

## 3. Restrictions

You are specifically restricted from all of the following

- Publishing any Website material in any other media;
- Selling, sublicensing and/or otherwise commercializing any Website material;
- Publicly performing and/or showing any Website material;
- Using this Website in any way that is or may be damaging to this Website;
- Using this Website in any way that impacts user access to this Website;

## 4. Your content

“User Content” refers to any text, images, reviews, or other materials you submit to the website. By submitting content, you grant Alghero Car Rental a non-exclusive, worldwide, royalty-free license to use, reproduce, and display such content. You confirm that your content does not infringe upon third-party rights. We reserve the right to remove content at our discretion without notice.

Your Content must be your own and must not be invading any third-party’s rights. Alghero Car Rental reserves the right to remove any of Your Content from this Website at any time without notice.

## 5. No warranties

This website is provided “as is” and “as available.” Alghero Car Rental makes no representations or warranties of any kind regarding the accuracy, reliability, or availability of the website or its content.

## 6. Limitation of liability

Alghero Car Rental shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from your use of this website, including but not limited to loss of data, business, or profits.

## 7. Indemnification

You agree to indemnify and hold harmless Alghero Car Rental from any claims, liabilities, damages, costs, or expenses arising from your violation of these Terms or misuse of the website.

## 8. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 9. Variation of Terms

Alghero Car Rental reserves the right to modify these Terms at any time. Continued use of the website after changes are posted constitutes acceptance of the revised Terms.

## 10. Assignment

Alghero Car Rental may assign or transfer its rights and obligations under these Terms without notice. Users may not assign or transfer their rights without prior written consent.

## 11. Entire Agreement

These Terms constitute the entire agreement between you and Alghero Car Rental regarding the use of this website and supersede any prior agreements.

## 12. Governing Law & Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of Italy. Any disputes arising under these Terms shall be subject to the jurisdiction of the competent courts of Italy.