

Agreement # **NT|000**Date: **10/07/2021**

The rental of the vehicles by Motoragazzi S.r.l., with registered office in Sona (VR), Via Calliari n. 8, VAT n. IT03640630988 (also known as "Lessor") is regulated by and subject to the acceptance by the Client (both natural or legal person) of these General Rental Terms and Conditions, the Rental Document, the Price List, the Damage and Penalty Table, the Delayed Charge contract, and the Privacy Policy in force at the time of signing the Rental Document.

### 1.1. Object of the contract

- 1.1. The hiring company/lessor grants the client a vehicle for hire (by way of example, but not limited to: motor vehicle, motorbike, moped, bicycle etc.) that is delivered in good maintenance condition and is supplied with all the documents, necessary for circulation, including a copy of the green card and of the insurance mark, if they are required by current legislation.
- 1.2. The vehicle at the moment of rental is supplied with a full tank of petrol and can be equipped (depending on the setting) with Smartphone with 4G Internet access, smartphone holder, USB cable and case (optional), drop bars, helmet case, key ring with ignition and top box keys.

### 2. Delivery of the vehicle and start of the rental

- 2.1 The rental period, which is a minimum of 4 hours, begins at the moment when Motoragazzi S.r.l. or one of its affiliates (hereinafter referred to as the "Lessor") delivers the vehicle to the Client, which is delivered in good condition and can be equipped with Smartphone with 4G Internet access, USB cable and case (optional), Smartphone holder, full tank of petrol, crash bars, top box, key-ring with ignition and top box keys, and all the documents necessary for driving, including a copy of the insurance green card, insurance certificate, and mark.
- 2.2 Upon delivery of the vehicle, the Client undertakes to check its condition and equipment together with the Lessor's personnel in charge and, in particular, to verify that the vehicle is in perfect working condition, supplied with the equipment indicated in the Rental Agreement and free of any further goods or other assets and undertakes to return it in the same condition, except for the wear corresponding to the duration of the rental term and the mileage travelled.
- 2.3 It is the Client's responsibility to inform the Lessor's personnel in charge of any discrepancy with the contents of the Rental Letter and to ascertain it in discussion with the staff before collecting the vehicle.
- 2.4 If the Client fails to do so, the Client authorises the Lessor to charge him/her for all discrepancies found at the return of the vehicle by the personnel in charge compared to the state of delivery of the vehicle.
- 2.5 It is in the full discretion of the Lessor to refuse to conclude the Rental Agreement with the Client, in particular in cases of theft, damage or accidents with liability charge that occurred during previous rentals or in case of previous unsettled payments with the Lessor.
- 2.6 In order to drive a vehicle of the Lessor, the Client must have driving licence that is valid (i.e., accepted in Italy) and in force (not expired), be at least twenty-one years old and have been in possession of said licence for at least two years. The Lessor may never, under any circumstances, be held responsible for the validity/authenticity of the document shown to him, except for ordinary diligence.

### 3. Assistance to the vehicle

- 3.1 In the event of an accident, breakdown and/or of a need to have the rented vehicle transported, the Client must immediately contact the Lessor at the number indicated in the documentation supplied with the vehicle, who will provide all necessary information.
- 3.2 The Lessor is actually the only person authorised to carry out maintenance and/or repairs on the motorcycle. Any maintenance and/or repairs carried out on the vehicle assigned to the Client without the authorisation of the Lessor and/or at workshops that are not affiliated with the Lessor shall not be reimbursed by the Lessor for any right or reason whatsoever.
- 3.3 If the Client requests a replacement vehicle, the Lessor reserves the right to decide whether or not to provide the replacement vehicle, at its own discretion, also based on the availability of vehicles in the place and at the time of the Client's request.

### 4. Insurance

- 4.1 The Lessor guarantees that the rented vehicle is insured with a third-party civil liability vehicle insurance (RCA) policy with the minimum limits and rates required by the law and regulations in force. An extract of the policy that meets the legal requirements is available at the following link.
- 4.2 In any case, the policy does not cover damage suffered by the driver, nor his civil liability for damage caused by his own actions and his exclusive negligence to property and to animals transported with him, neither does it cover damage resulting from failure to comply with road obstruction and/or danger signs, or in any case resulting from failure to comply with laws or regulations.
- 4.3 Since the vehicles cannot be covered by comprehensive (KASKO) insurance, the Client declares that he is aware that the value of the vehicle used (specifically referring to the motor vehicle), along with all the equipment installed, amounts to € 7,500.00 (seven thousand five hundred/00 euro).
- 4.4 In the event of an accident caused by the Client caused by his own fault and responsibility and involving third parties, regardless of the damage caused to the rented vehicle (which, if any, will be potentially calculated as per the Damage and Compensatory Penalty Charge Table), Motoragazzi will charge the Client, in addition to the administrative costs of handling the claim file (see Damage and Compensatory Penalty Charge Table), with the additional sum, that has been charged in turn by its own supplier / manufacturer / insurer as a non-eliminable excess.
- 4.5 By signing this Rental Agreement, the Client accepts therefore all the conditions of the insurance policy signed by the Lessor, such conditions being available to the Client upon explicit request.

### 5. In the event of an accident

- 5.1 In the event of an accident, the Client shall promptly, and in any case as soon as possible:
  - A) Immediately inform the Lessor by telephone, and, subsequently, submit within the next 24 hours a detailed report of all damages and/or vandal acts, filled out on the form attached to the vehicle documents (CAI - amicable statement of accident);
  - B) Inform the nearest police authority;
  - C) Take note of the names and addresses of the parties and witnesses;
  - D) Provide the Lessor with any other useful information;
  - E) Follow the instructions that the Lessor will provide regarding the custody and/or repair of the vehicle, complying with Art. 3 and 4 as well;
  - F) In the event of a claim with a counterparty, the Client undertakes, if the conditions are met, to sign the CAI form, which must be delivered by the Client to the Lessor mandatory within 24 hours or within the term of the rental, if they coincide;
  - G) Pay the deductible of € 250.00 (two hundred fifty hundred/00 euro) foreseen in the event of an accident at fault.

- 5.2 If the Client has not caused or suffered any damage even if he is involved in an accident, he must always report this accident when he delivers the vehicle to the Lessor, in order to allow him to protect his rights against fraud or unfounded claims.
- 5.3 If the Client fails to declare a claim, even though he has been involved in one, he accepts the charge of the relative penalty as per the Damage and Compensatory Penalty Charge Table, also due to significant organisational inconveniences and higher insurance costs that the Lessor incurs as a result of the Client's omission of information.
- 5.4 The Lessor shall not, under any circumstances, be held liable by the Client or by the persons transported by him, for any damages that may arise from the use of the vehicle, from traffic accidents, damages or problems of any kind resulting from the delay in returning the rented vehicle, or from any other cause beyond the Lessor's control.
- 5.5 In the event that the Client has caused, by his wilful misconduct or negligence, any kind of damage to the vehicle and to the goods assigned/transported with it, he must reimburse to the Lessor all the costs of repair, vehicle immobilisation, devaluation, and any other incident-related expenses (consequential damage and loss of profit).
- 5.6 In cases where the vehicle cannot be repaired because the damages exceed the value of the vehicle, the Client shall pay the Lessor the entire amount of the asset (in specific case of motor vehicle), for the amount of € 7,500.00 (seven thousand five hundred/00 euro) within and no later than 7 (seven) days from the request made by the Lessor.

### 6. Client's duties

- 6.1 The client is the custodian of the vehicle and acknowledges that he does not own any property right over it.
- 6.2 The client must keep and use the vehicle with the due diligence of a good father of the family, and in particular activate all the security systems provided with the vehicle (by way of example but not limited to: anti-theft devices, steering locks and so on), and shall not allow the vehicle to be used for the following purposes:
  - to transport people and/or goods for commercial purposes;
  - to push or to tow vehicles, trailers or other objects;
  - to compete in races, competitions or speed tests;
  - to transport animals, and shall not drive under the influence of alcohol, drugs, narcotics or any other substance that may diminish his awareness or ability to react.
- 6.3 The Lessor and its intermediaries reserve the absolute right to refuse to deliver the vehicle:
  - if, at the time of delivery, the client is in a psycho-physical condition that is unfitting and/or contrary to the Law;
  - for a purpose contrary to the Law, regulations and orders of the Authorities;
  - to a person other than the Client (unless that person was previously indicated in the rental letter and authorised by the Lessor);
  - outside the national borders (Italy);
  - for driving on dirt roads, motorways and toll roads;
  - to third parties under no circumstances.

### 7. Compensatory penalties and Client's liability

- 7.1 The Client, as the custodian of the vehicle during the entire rental period, undertakes
  - A) to proceed with the payment of any penalty and/or fine issued to him during the rental period and to reimburse the Lessor for any other/additional payments, including legal expenses (both judicial and extrajudicial), incurred due to and/or as a result of the rental; for such forwarding / searching / dispatch / processing of any administrative paperwork the Client acknowledges to the Lessor a lump sum of € 40.00 (forty/00 euro);
  - B) to pay the amounts due for parking or motorway tolls for the rental period, if not paid directly by himself;
  - C) in the event of loss and/or damage of any kind to the vehicle during the rental period, to pay the Lessor the amount corresponding to the loss and/or damage, including any penalties/deductibles, all in accordance with the rates indicated in the rental letter or in the rates currently in force. See damage costs applied here: [www.motoragazzi.com/damage/brera/](http://www.motoragazzi.com/damage/brera/), [www.motoragazzi.com/damage/vespa/](http://www.motoragazzi.com/damage/vespa/) ;
  - D) to immediately reimburse all sums that the Lessor has been forced to pay (in advance) in order not to incur further penalties/sanctions at the simple request of the Lessor; in the event of delayed reimbursement of the expenses, incurred by the Lessor, the Client shall pay said amount plus interest at the rate of 5 (five) percent;
  - E) to return the vehicle within the agreed terms and conditions; any delay in delivery after the first 30 minutes from the agreed time, will be considered/ calculated as the rental cost for the entire day. For each day following the day foreseen for the delivery, a penalty of € 150.00 (one hundred and fifty/00 euro) shall be charged to the Client;
  - F) to pay the Lessor an additional fixed amount of € 100.00 plus € 2.00 per kilometre (km), if the Client does not return the vehicle to the place where it was rented; said amount of Km shall be calculated considering the distance between the place where the vehicle is abandoned or picked up and the Lessor's operational headquarters, located in Sona (VR), in addition to any other possible expenses that may be incurred/charged to the Lessor for any retrieval of the rented vehicle; said amounts shall also be charged in the event that the vehicle must be retrieved following an accident.
  - G) In case of an accident with injuries or if the Authorities decide to seize / confiscate / tow away / safekeep the vehicle for any other reason arising from the use of the vehicle and attributable to the Client, the Client shall pay a penalty calculated starting from a minimum of € 150.00 (for 1-day confiscation) to a maximum of € 9,000.00 (for 60 days confiscation).
  - H) to pay the Lessor a variable amount, depending on the rented vehicle model, that goes from € 200.00 (two hundred/00 euro) to € 700.00 (seven hundred/00 euro) in the event of loss of the vehicle key or of the vehicle documents.
  - I) to pay the Lessor € 200.00 (two hundred/00 euro) in if the keys are locked under the seat of the vehicle, under the saddle or in the top box of the motor vehicle.
  - L) to pay to the Lessor the amount of € 500.00 (five hundred/00 euro) in case of loss/theft of the GPS navigator or smartphone, if any were actually delivered at the beginning of the rental;
  - M) to pay the Lessor the amount due to fill in the petrol tank to the same level as at the time of delivery, increased by € 20.00 (twenty/00 euro) for service costs. With specific reference to the item Fuel, the Rental Letter contains a specific indication of the quantity of fuel present at the time of rental and the quantity that the tank will consequently contain upon return (the same as at the beginning of rental). The Client is therefore free to decide whether to refuel the vehicle himself before returning it (so that the tank reaches the indicated amount of fuel) or to pay directly to the return agency the cost of refuelling, as determined by the highest price applied by the fuel stations within a radius of 5 km. However, the Client shall not be reimbursed for any extra fuel, exceeding the level of fuel at the time of delivery.
  - N) to pay the Lessor the costs of repair and/or cleaning of the vehicle if it is returned at the end of the rental period with indelible stains and/or burns.

## 8. Return of the vehicle and the rental conclusion

8.1 The Client is obliged to return the vehicle to the Lessor's premises by the agreed date and time, or before this date and time if it's expressly requested by the Lessor.

8.2 The Client may extend the deadline for the return of the vehicle by making a request at least 24 hours prior to the expiration of the deadline, and the rental may continue only after the consent of the Lessor.

8.3 If the vehicle is not returned on time, the Client shall pay to the Lessor the extra fee for each day of delay, as well as all other fees provided by these General Conditions, the Price List and the Damage and Penalty Table, as well as the provisions of Article 7 of this contract, until the Lessor retrieves possession of the vehicle.

8.4 The Client must compensate the Lessor for all expenses incurred for the recovery of the vehicle until its actual take-over as expressed therein and as provided in Article 7 of this contract.

8.5 The rental period ends when the Lessor gets back the vehicle handed over and completes the check-up of the condition of the vehicle at the moment of its return, in discussion with the Client. The vehicle must be returned at the time stated in the Rental letter and in any case during the opening hours of the location where the rental began.

8.6 The Lessor is not obliged to guard or return property belonging to the Client and therefore cannot be held responsible for the loss or damage of objects transported, abandoned or forgotten in the vehicle, either during or after the rental period. Any items left in the vehicle upon the return of the vehicle shall be treated as if they had been abandoned without any obligation of custody by the Lessor.

## 9. Rental fees

9.1 The Client in addition to paying to the Lessor the amount that is indicated in the Rental letter and those that are provided in the penalties, may be required to pay upon the signing the Rental Agreement a security deposit, to be paid exclusively by credit card, that may vary (depending on the vehicle rented) between € 300.00 (three hundred/00 euro) and € 800.00 (eight hundred/00 euro), in order to ensure the compliance with the general and special terms and conditions set forth in this Agreement.

9.2 It is understood that this deposit shall be returned at the end of the rental period and after the vehicle has been inspected and the compliance with the general and specific terms and conditions of the Agreement has been verified.

9.3 All the amounts indicated in this Agreement shall be paid by the Client whether he is a natural person or a legal entity; in the latter case, the legal representative of the company declares to accept, unconditionally and without any reservation the payment obligation, jointly with the company he represents at the time of signing.

## 10. Payment by credit card and Delayed Charge service

10.1 The Client at the time of rental must provide a valid credit card on which all rental-related fees will be charged.

10.2 The Lessor may in any case at its full discretion refuse to rent the vehicle to the Client.

10.3 The Client, by providing his credit card information, authorizes the Lessor to charge all fees due as a result of the rental and deriving from it, and accepts that the credit card will be debited for all amounts due after the end of the contract, including compensation penalties, fines, motorway tolls, parking, transportation, case management fees, vehicle restoration costs, roadside assistance costs, costs of restoration and/or cleaning of the vehicle if returned at the end of the rental period with damages (stains and/or burns), costs of disposal for any objects, abandoned by the Client, and all other rental fees indicated in this contract.

10.4 The "Delayed Charge" service allows the Lessor to charge the Client for all amounts related to the rental service; the amounts charged must be documented and referable to the Client.

## 11. Privacy

11.1 The Client is informed that, pursuant to Legislative Decree no. 196/03 and subsequent amendments and additions, the data provided by the Client may be processed in accordance with the aforementioned regulations. The Data Controller, pursuant to the Privacy Code, is Motoragazzi S.r.l., with registered office in Sona (VR), via Caliani 8, 37060, Italy.

11.2 The data shall be used by the Lessor and shall be processed with instruments suitable to guarantee their security and confidentiality, and the processing will be done by persons expressly instructed in accordance with the methods foreseen by the Privacy Code.

11.3 These data may be used by the Lessor to enable the competent authorities to send a formal notice to the Client responsible for a violation of the Highway Code or any other legislative provision.

11.4 The Client may at any time obtain the information referred to in Art. 8 of the Privacy Code and exercise his rights by sending a registered letter to Motoragazzi S.r.l., Via Caliani 8, Sona (VR), 37060, Italy.

## 12. Applicable law

The law applicable to the rental contract governed by these General Conditions is the Italian law and, for all the matters that are not expressly provided for, the applicable regulations of the Civil Code (1571 et seq.) are expressly referred to, as well as the other laws in force on the subject.

## 13. Exclusive conventional jurisdiction

For any dispute that may arise regarding the interpretation, execution or termination of this agreement, the Court of Verona (Italy) shall have exclusive jurisdiction, excluding, therefore, the general forum of the defendant, of the forum contractus, of the forum destinatae solutionis and the forum as provided by the third par. of Art. 1182 of Civil Code.

## 14. Amendments to the General Conditions

No changes may be made to these General Conditions without the written consent of a representative of the Lessor with a due written power of attorney.

## 15. Client's Domicile and communications with the Client

The Client declares that he elects his domicile at the address communicated to the Lessor, as resulting from the Rental Letter. Unless otherwise expressly indicated by the Client, contractual communications shall be made at the e-mail address indicated by the Client.

## Client's signature

  
\_\_\_\_\_  
Client's signature

The undersigned  
owner of the card # 0000 0000 0000 0000 , expiry date 00/00

used at the time of rental acknowledges and accepts as of now all the expenses indicated hereby in the general conditions, including, in particular, by way of example but not limited to: fuel, insurance deductibles, fines, damage to the vehicle detected or discovered upon delivery, roadside assistance, loss of profit, emerging damage, missed rent, and authorises Motoragazzi S.r.l. to debit them on the Client's own Credit Card.

  
\_\_\_\_\_  
Client's signature

Pursuant to Articles 1341 and 1342 of Civil Code, the parties, after careful reading, specifically approve in writing the following clauses: 2) Delivery of the vehicle and start of the rental; 3) Assistance to the vehicle; 4) Insurance; 5) In the event of an accident; 7) Compensatory penalties and Client's liability; 9) Rental fees; 10) Payment by credit card and Delayed Charge service; 12) Applicable laws; 13) Exclusive conventional jurisdiction; 15) Client's Domicile and communications with the Client.

  
\_\_\_\_\_  
Client's signature

Place: 25088, Via Lungolago Giuseppe Zanardelli 32, Toscolano-Maderno (BS), Italia

Date: 10 July 2021