

SCOOTER RENTAL REGULATIONS AND CONDITIONS

This regulation outlines the rules to be followed by the user for the rental of scooters owned by B-action Srl and the contractual conditions that the rental service provider must apply.

1. For each rented scooter, a deposit of €500 is required as a security deposit depending on the model. Payment of the rental price and deposit must be made at the time of signing the contract and can be made either in cash or by pre-authorization on a credit card.
2. The security deposit will be refunded upon the proper return of the scooter(s) and after thorough inspection. If any damage or failure to return the scooter(s) is found, the deposit, in whole or in part, will be withheld by B-action Srl for compensation. If the damage is greater than the deposit paid, the renting customer is responsible for paying the difference.
3. The use of the scooter is reserved for adults holding the specific license permitting its use.
4. The renter declares to have inspected the goods and found them in proper condition and suitable for the agreed-upon use, and agrees to return them at the end of the contract in the same condition as delivered, except for normal wear and tear. The renter also agrees not to exceed a weight of 110kg including the rider.
5. In case of damage or breakage caused to the rented vehicle, the user must pay for the resulting damages, which will be assessed by the operator at the time of vehicle return, based on the current market value and labor costs.
6. In case of delay in returning the goods covered by this agreement, upon expiry of the contract, the Renter is obliged to pay the rental company a penalty of €30.00 for each scooter and for each day of delay in delivery beyond the cost for each day of rental according to the daily base rate, except for greater damages.
7. The rented goods are delivered to the renter upon signing of this agreement. The renter undertakes to manage the vehicles covered by this contract in full compliance with their intended use, to take care of them diligently for the protection of the name and dignity of what

is rented, with the ability to carry out the activity in compliance with all legal and safety regulations.

8. The renter must use the vehicle in accordance with the rules of the road and all applicable regulations in the country of use. It is prohibited to take scooters out of the territory of Sardinia.
9. The renter declares to be responsible for all damages, without exception, caused to themselves, to third parties, or to property resulting from the use of the vehicle. B-action Srl is not responsible for any deficiencies, faults, or other defects not apparent before the delivery of the vehicle to the customer, and no compensation can be claimed.
10. The renter expressly indemnifies the lessor from any liability arising from the custody and use of the scooter, assuming sole responsibility for any injuries to themselves, damages caused to third parties, as well as any theft, even partial, of the vehicle, even in the case of guided tours.
11. In case of theft of the vehicle or any of its components, damage to parts or accessories, the customer is required to reimburse the vehicle or the part at the current retail price and the cost of labor.
12. In case of theft, the renter is obliged to immediately report the theft to the competent authorities and provide a copy to B-action Srl.
13. Failure to return the scooter without prior communication and motivated by exceptional circumstances will be considered as theft and therefore reported to the Judicial Authority.
14. The user renting the scooter declares to possess adequate skills, appropriate competence, and physical preparation without any reservation.
15. The user with a malfunctioning scooter undertakes to return the vehicle to the point where the rental contract was signed. In case of assistance and transport of scooter and/or people due to reasons not attributable to the renter, a fee of €50.00 + VAT will be charged for the service plus an extra €1.45 per km depending on the distance, which will be communicated at the time of pick-up.
16. The signing of the rental contract by the user implies unconditional acceptance and acknowledgment of these regulations, tariffs, opening hours, and closing hours of the rental service.

17. B-action Srl reserves the right to cancel reservations if it believes that the renter cannot guarantee the safety and reliability conditions of the vehicle, ensuring its custody in a safe and weatherproof location. Transport of the scooter on any vessel or boat without prior consent from B-action is strictly prohibited.
18. Under no circumstances is a refund of the amount paid for the rental after the commencement of the rental itself provided. The replacement of the vehicle may be provided in case of serious mechanical damage.
19. Any dispute arising from this contract shall be exclusively submitted to the jurisdiction of the Sassari court.

RENTAL TERMS AND CONDITIONS

SCOOTER-MOTORCYCLE

Art. 1. VEHICLE HANDOVER

The vehicle is handed over to the customer with standard equipment and registration documents, of which the customer becomes the custodian according to the law. Driving the vehicle subject to this contract is allowed only to persons aged 18 or older and only if they hold a valid driver's license of the required category, issued for at least 1 year. The vehicle is handed over to the customer with the expectation that they will personally use it, assuming all risks and responsibilities if the vehicle is entrusted to third parties, as well as for other effects as per Article 116, paragraph XII of the Highway Code related to entrusting the vehicle to a person without a driver's license. The vehicle is delivered maintained and in good working condition, equipped with all necessary accessories (helmets, chain, and trunk) in addition to those specified in the contract. The customer is required to report immediately, and in any case within 30 minutes of receiving the vehicle, any anomalies not indicated in the contract. Failure to report damages within the specified time frame will result in the damages being charged to the customer.

Art. 2. VEHICLE CIRCULATION

The customer is authorized to operate the vehicle only in Sardinia; outside these boundaries, circulation must be authorized by B-action srl, and failure to obtain authorization will be treated as vehicle theft with consequent economic and penal sanctions. The customer is responsible for the normal operation and proper use of the vehicle, as well as regular maintenance. In case of roadside assistance, the customer must contact B-action srl, failing which all expenses incurred will be charged to the customer. The customer expressly agrees to indemnify B-action srl, within the limits of the law, from any claims arising from the use of the rented

vehicle under this contract. The customer must reimburse B-action srl for any fines and/or penalties resulting from traffic violations committed during the period of vehicle rental. The customer undertakes to forward any ticket received from the public authorities to B-action srl within 24 hours. The customer will be responsible for any expenses or damages incurred by B-action srl directly or indirectly due to the delayed transmission. If fines and/or penalties are notified to B-action srl after the end of the rental period, B-action srl is hereby authorized to deduct the corresponding amount from the customer's credit card without notice, in addition to an amount of €50 + VAT for document transmission expenses. (Delayed Charge Agreement)

Art. 3. CONDITIONS OF USE

The customer acknowledges that they do not have any real rights over the rented vehicle and accessories and therefore cannot dispose of them in any way. In particular, sub-leasing the vehicle to third parties in any form is strictly prohibited. Moreover, the customer may not under any circumstances use the vehicle: (a) to push or tow vehicles, trailers, or other objects; (b) in races, competitions, trials, competitions on circuits, off-road tracks, or routes; (c) under the influence of alcohol, drugs, hallucinogens, narcotics, barbiturates, intoxicants, or any other substance capable of impairing consciousness and vigilance, or reaction capacity; (d) in violation of customs regulations, traffic regulations, or other legal norms; (e) for circulation in prohibited areas or restricted traffic zones; (f) by a person who provided B-action srl with false age, name, date and place of birth, residential address, or tax code information; (g) for unlawful purposes. Furthermore, the customer undertakes to: (a) personally operate and safeguard the vehicle, together with the provided accessories, with the utmost diligence and in compliance with all legal norms; (b) ensure the operation and safety of the vehicle during the rental period; (c) indemnify B-action srl for any claim made by third parties for damages resulting from the latter's use of the goods transported in the rented vehicle or due to damage or inconvenience to the vehicle; (d) reimburse B-action srl, upon presentation of a invoice, for any expenses, including legal fees, incurred by the latter to enforce

monetary obligations due to any cause and/or reason not fulfilled, in addition to administrative expenses; (e) use all anti-theft devices equipped on the vehicle whenever it is parked and abandoned, even in enclosed areas and guarded areas.

Art. 4. ITALIAN HIGHWAY CODE REGULATIONS

The customer declares to be aware of the regulations of the Italian Highway Code. In any case, B-action srl has informed the customer about the main regulations, with particular reference to legislative provisions on helmets, speed limits, and the consequences of non-compliance.

Art. 5. VEHICLE INSURANCE COVERAGE

The customer declares to know, accept, and undertake to comply with the conditions provided by the insurance policy. The rented vehicle is covered by third-party liability insurance, which covers damages caused to third parties and does not include the driver. In the event of any sudden incidents, the customer will be responsible for the deductible specified in the contract (CDW) and the vehicle value in case of theft and/or fire. For motor vehicles, in case of damages due to carelessness, falls, or any event without collision or due to gross negligence (driving under the influence of alcohol or drugs, driving without a valid license, driving against traffic, or serious violations of the Highway Code), the customer is required to fully reimburse the damage caused up to the maximum value of the vehicle indicated in the contract. In case of theft or fire, partial or total, the customer undertakes to immediately report the incident to the competent authority and to deliver the original report to B-action srl within 24 hours of the incident and must pay B-action srl the total value of the vehicle indicated in the contract. The rental fee, as specified in this contract, is also due for the days when the vehicle is not used due to theft or fire. Damage limitation coverage expires in case of total theft with failure to return the keys, and the total value of the vehicle must be paid, including registration fees and additional damage.

Art. 6. ACCIDENTS

In the event of any accident, the customer undertakes to immediately notify B-action srl by phone. The customer must request the intervention of the competent Authority and, when necessary, must file a report with the competent Authority. The customer must ensure the collection of data from witnesses and other vehicles involved, or obtain all necessary information for determining the responsibilities of the accident. Furthermore, the customer undertakes to submit to B-action srl, within 24 hours of the accident, a detailed and complete report on the "accident report" form (CID), attached to the vehicle documents. Finally, the customer agrees to cooperate with B-action srl, its Insurance, and its Legal representative in any pre-litigation or litigation investigation or proceeding.

Art. 7. DELIVERY AND RETURN OF THE VEHICLE

The date and time of delivery and return of the vehicle were agreed upon between the parties before the start of the rental, and the customer personally undertakes to comply with what was agreed. Any changes must be previously agreed in writing with B-action srl. The tolerance for customer delay for delivery is 20 minutes, and after this time, the reservation will be considered canceled without any right to reimbursement. Upon agreement with the company, a possible return at a different time may be arranged at a minimum cost of €50 + VAT depending on the distance, at the sole discretion of B-action srl, and without any right on the part of the customer to reimbursement for unused rental days. In case of delay in returning the vehicle by the customer exceeding 20 minutes, an additional rental day will be charged, increased by 25% because fractions and intermediate terms are considered as a full day, plus any expenses incurred or missed income resulting from it up to a maximum of €200 per day, until the return date. B-action srl reserves the right to terminate the contract and take possession of the vehicle at any time in case of violation of the agreed conditions of use, without any obligation to the customer for compensation for damages or for any other reason. In any case, the

customer undertakes to return the vehicle as soon as B-action srl requests it, even verbally. Items left in the vehicle upon return to B-action srl are considered abandoned, and B-action srl is not required to keep or return them. The customer is responsible for the vehicle until it is taken over by B-action srl personnel; in case of delivery to third parties or in the absence of the company's personnel, any damages found will be charged to the customer.

Art. 8. CUSTOMER LIABILITY FOR DAMAGES

The customer undertakes to return the vehicle and its accessories in the same condition as delivered and therefore also undertakes to make good any shortages and compensate for all damages caused, except for normal wear and tear. In particular, the customer assumes the obligation to compensate for damages resulting from refueling with a fuel other than that provided for the rented vehicle and damages resulting from repair interventions carried out or commissioned directly by the customer without written consent from B-action srl, or resulting from the circulation of the vehicle despite the presence of indicated damage without the timely return of the same. In the event of tire punctures, the customer is responsible for replacing the damaged tires at their own expense. The return of the vehicle with repaired tires is not allowed. In case of any damages found on the vehicle, B-action srl is hereby authorized to deduct the corresponding amount from the customer's credit card without notice (Delayed Charge Agreement). The vehicle's interior as well as damages due to vegetation are in no case covered by damage limitation, as well as any harmful event attributable to the willful misconduct or gross negligence of the Customer. The operation of the vehicle on dirt roads is prohibited, and in case of damages due to vegetation, the customer's negligence will be considered, and the franchise limitation (CDW) will not apply. In case of an accident, theft, fire, or breakdown, if the customer requests a replacement, B-action srl may choose not to provide a replacement vehicle by exercising the rightful cause of termination of the contract. Any expenses for vehicle repair or maintenance must be previously authorized and invoiced to B-action srl to receive reimbursement; otherwise, no payment will be made.

Art. 9. LIMITATION OF LIABILITY

Within the limits provided by law, B-action srl cannot be held responsible, and indeed, the customer waives for themselves and for their heirs or assigns to make any and all claims against them, for any damage suffered by the customer or third parties resulting from the use of the rented vehicle, or for loss or damage to property of the customer or third parties left in the vehicle, or for damages or inconveniences resulting from delays in delivery, damage, or any other cause beyond the direct and exclusive control of B-action srl.

Art. 10. PAYMENT METHODS

Payment can be made in cash or by credit card and must be made in advance. If, for any reason, payment is not made in advance, it must be made on the contract expiration date upon returning the vehicle.

Art. 11. PENALTIES

Failure to return the vehicle keys due to loss, theft, or damage compromising normal use will result in a penalty of €250 for compensation. Loss, damage, or theft of the vehicle's original Circulation Book will cost €180 for mopeds and €350 for motorcycles and cars. The loss, damage, or theft of license plates will cost €350. An extra charge starting from €50 may be applied for non-standard washing.

Abandonment of the vehicle will result in a penalty of €2000 plus additional damages. Failure to return any accessory provided for use will result in a penalty equal to the cost of the item at the current retail price.

Art. 12. SERVICES AND UTILITIES

The rental cost includes the following services and utilities: 1 approved helmet, anti-theft system, first fuel tank filling. The vehicle must be returned with the same initial fuel level; otherwise, the driver will be charged for the missing liters plus an additional €25.00 + VAT for the refueling service. The rental cost includes 100 km per day and 120 km for

cars (unless otherwise specified); additional kilometers will be charged at €0.45 per km traveled. Roadside assistance is free up to 15 km from the rental location; then, €1.50 + VAT will be charged for each km traveled beyond that, plus a €50 + VAT service charge to reach the vehicle and return it to the pick-up point or mechanical workshop, even in case of breakdown not attributable to the customer. Any transfers by the customer in case of breakdown/collision are not guaranteed and are subject to an additional fee to be agreed upon depending on the distance. The rented vehicle may be equipped with a satellite locator, and the Customer authorizes the Lessor or another appointed party to monitor it.

Art. 13. CONTRACTUAL MODIFICATIONS AND RENEWAL

Any modification to this contract can only take place and be proven by written agreement signed by both parties. This contract cannot be renewed except through a new written contract.

Art. 14. COMPLAINTS

Any complaints must be submitted in writing within 20 days from the end of the rental.

Art. 15. CLOSING CLAUSES

Unless expressly provided for, the parties refer to the provisions of the Civil Code and the laws in force. If a provision of this rental contract is null and void, such nullity does not affect the validity of the other provisions.

Art. 16. JURISDICTION

For any dispute arising from this contract, the competent forum is the Court of Sassari.

Art. 17. CHOICE OF RESIDENCE FOR THIS CONTRACT

The customer declares and self-certifies under their sole responsibility that the address indicated in the attached documentation is correct, and for the purposes of this contract, any communication and/or notification may be made to that address, unless it is changed by written notice from the customer directly to B-action srl.

Art. 18. JOINT OBLIGATIONS

Whoever signs this contract on behalf of another person and/or company will be personally and jointly liable with their represented party for the obligations undertaken towards B-action srl.

In accordance with articles 1341 and 1342 of the Civil Code, the customer specifically declares that they have read and approved the clauses and conditions of points 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-1-18, and also declares, pursuant to and for the purposes of articles 1469 et seq. of the Civil Code, that these preceding clauses have been specifically brought to their attention, as well as the inspection of the attached damage sheet.

Art. 19. TREATMENT OF PERSONAL DATA IN SOLIDARITY

The customer, having received information on the use of their personal data pursuant to EU GDPR/2016/679, consents to B-action srl processing their common personal data and communicating it to the relevant parties for the necessary purposes indicated in the aforementioned information.

These conditions may change without notice.