

Alpen Tesitin GmbH (hereinafter referred to as LESSOR), Unterrainerstraße 22, 39035 Welsberg-Taisten, Italy,

## for the purposes of closing the following rental agreement, agrees to hand over to:

| Driver no. 1 (hereinafter referred to as LESSEE)  |                      |   |
|---|----------------------|---|
| Mr/Mrs/Ms/Dr  | born in              | on  |
| current address   |                      |   |
| driving licence novalid until   |                      |   |
| e-mail addressphone no  |                      |   |
| the following vehicle: type/model Mercedes-Benz G-Class registration plate no. <u>"GL886VY"</u>   |                      |   |
| total rental fee in EUR:  | no. of km included:( | EUR 2,5/additional kilometer)   |
| single-day rental: date   | time: from           | to  |
| 2+ day rental: from (date)  | time)to (date        | e)(time)  |
| 10-day rental   |                      |   |
| Driver no. 2 (surcharge to insure two drivers: EUR 35)  |                      |   |
|   | born in              | <u>an</u>   |
|   |                      |   |
| current address   |                      |   |
|   |                      |   |
| e-mail addressphone nosignature   |                      |   |
| Hand-over certificate<br>mileage (in km)<br>file of the second s | tread depth of tyres | Hand-over certificate upon<br>return of the vehicle<br>mileage (in km)<br>tread depth of tyres<br>extra km<br>defects |
|   |                      | lessee signature  |
| lessee signature  |                      |   |
| Creditcard Nr<br>Date of expire   |                      |   |

The parties to the agreement accept the following stipulations without any reservations:

<u>Art. 1 (vehicle use)</u>: The lessee agrees to use the vehicle adequately, with due care and solely within the scope agreed; under no circumstances must the vehicle be operated under the influence of alcohol or illegal substances. The sole purpose of the rental agreement is to get to know the vehicle, without prejudice to any road traffic regulations applicable.

Smoking inside the vehicle, deactivating the driver-assistance systems, performing burnouts or drifts and using the vehicle on a race track is strictly forbidden. All excessive tyre wear will be charged additionally (EUR 120/mm). The vehicle including its

engine and electronic systems are monitored with the help of a GPS tracking device and will be limited to 50 km per hour or shut down remotely as a result of improper use. The lessee agrees to ensure the vehicle is locked properly at all times, to comply with all regulations and technical rules relating to use of the vehicle and to regularly check whether the vehicle is in a safe and roadworthy condition. Any damage must at once be reported to the lessor who will then determine all further course of action. The lessee is not authorised to have the vehicle fixed in a repair shop/car workshop.

<u>Art. 2 (vehicle collection and return)</u>: The vehicle is handed over by Alpen Tesitin at Via Riva di Sotto/Unterrainerstr. 22 in Tesido/Taisten with a full petrol tank. After the agreed rental period, the vehicle must be returned to the same address with a full petrol tank (min. 98 octane fuel). If the lessee continues to use the vehicle after the agreed rental period or does not return it within the agreed time, even if through no fault of their own, an additional EUR 90 will be charged per hour or partial hour. This shall not affect Alpen Tesitin's right to assert further claims.

<u>Art. 3 (authorisation and documents)</u>: The lessee is authorised to use the vehicle only in an adequate and proper manner. Leaving the vehicle to third parties is strictly forbidden. If the lessee allows <u>a third party to use the vehicle</u>, the lessee shall be fully responsible for any damage caused by said third party. The lessee must be 30 years of age or over and have held a valid driving licence for a minimum of 10 years.

<u>Art. 4 (security deposit)</u>: By signing this agreement, the lessee authorises the lessor to **retain** a security deposit by placing a hold on EUR 2.000 on the lessee's credit card to cover any damage, tickets or fines incurred. The retained amount will be cleared after 100 days provided that the vehicle was returned with a full tank and free from damage, and that no tickets, fines or other administrative sanctions are collected within that period. The lessee irrevocably authorises Alpen Tesitin GmbH/Srl to deduct any charges or claims in connection with the rental agreement from the deposit and/or charge them to the lessee's credit card.

<u>Art. 5 (duty to inform, liability for damage and violations)</u>: The Lessee is fully liable for all damage, losses, violations as well as all administrative, civil and penal sanctions and any other breach of the rental agreement including those for which the lessee is not responsible. In the event of an accident, fire, theft, damage caused by wild animals or any other kind of damage, the lessee must at once inform and call in the police. The lessee shall be fully liable for all violations of legal regulations, particularly traffic and procedural rules, committed by either the lessee and/or any third party. If there is more than one lessee, they shall be jointly and severally liable.

<u>Art. 6 (deductible)</u>: Alpen Tesitin GmbH/Srl has taken out comprehensive and liability insurance cover for the vehicle (amount insured: up to EUR 50 million). Any damage not covered by the insurance shall be at the lessee's expense. The following amounts shall in any case be at the lessee's expense: a) EUR 2.000 for any damage incurred by a third party; b) EUR 2.000 for any damage inflicted upon the vehicle; c) EUR 2.000 for theft, environmental damage, vandalism and total vehicle write-off. The lessee shall furthermore be liable to pay all additional expenses (including but not limited to the service of authorised experts and lawyers, recovery costs, reduction in value, loss of rent, de-registration, re-registration or retrieval) and all expenses for damaged equipment and accessories as well as all damage not covered by the above maximum amount insured.

<u>Art. 7 (supplements to the agreement, place of jurisdiction)</u>: There are no verbal supplements to the agreement. Bolzano/Bozen shall be the exclusive place of jurisdiction. Italian shall be the sole applicable law.

Tesido/Taisten, (date) \_\_\_\_\_\_Lessee's signature to confirm acceptance of the agreement \_\_\_

## Pursuant to Art. 1341 and 1342 of the Italian civil code, the parties to the agreement hereby expressly accept the

following: Art. 1 (vehicle use) Art. 2 (vehicle collection and return) Art. 3 (authorisation and documents) Art. 4 (security deposit)

- Art. 5 (duty to inform, liability for damage and violations)
- Art. 6 (deductible)
- Art. 7 (supplements to the agreement, place of jurisdiction)

Lessee's signature to confirm acceptance of the above\_

Please note: This document was written in German and translated into English. In case of any discrepancy between the texts, the German version shall prevail at all times.