

General terms and conditions of rental

GENERAL TERMS AND CONDITIONS OF SUPPLY

The company BRENTA RENT srl (Lessor) rents the machinery and accessories it owns to the Lessee (Contracting Party), under the terms and conditions contained in the lease offer and in these general terms and conditions of supply to be mutually considered as an integral part of the other.

For the entire term of the lease, the Contracting Party is obliged under its own responsibility, thus relieving the Lessor from any consequential risk and charge, to use, take care and preserve the leased assets with diligence for their intended use.

The Contracting Party undertakes to use the machinery in compliance with the conditions contained in the lease estimate and to verify its correct installation as per the user manual on board the unit and the applicable regulations on safety and prevention of accidents at work.

FINANCIAL TERMS AND CONDITIONS

Warranty during the Rental Period

Brenta Rent is responsible for scheduled assistance for long-term rentals (minimum 1 year) or assistance for repairing malfunctions not attributable to the customer-user, to be provided through local service and/or from the headquarters.

The warranty does not cover loss of production costs, which must be **formally** negotiated and agreed upon on a case by case basis. Ordinary maintenance shall be at the expense of the Contracting Party.

Term and validity of the offer

The offer is valid for 30 days and **subject to availability of the machine**, unless otherwise stated in the offer.

Term of the rental period

The minimum billable rental period is one week.

The rental begins on the day of loading at our factory and ends on the day (included) the equipment is returned to our offices, unless otherwise agreed.

The term of the Rental Period is defined in the offer/contract. At the end of the rental period, the customer must notify in writing, at least 48 hours in advance, the date and time the equipment will be available for pick-up, by fax to number +39 049.9724623 or by e-mail to: brenta@brentarent.it

Extension of the rental period

Extension of the Service Period beyond the deadline specified in the offer may not be tacit. Any extension must be requested in writing by the Customer at least 48 hours before the end of the Rental Period. Brenta Rent shall decide, at its own discretion, whether to accept the extension or otherwise.

Early termination by the Customer

In the event the Customer requests the early termination of the Contract, **a penalty shall be applied as per the terms and conditions set out in the offer.**

ADDITIONAL TERMS AND CONDITIONS

Transport (1)

Unless otherwise stated:

- **ON THE TRUCK** means transportation without unloading. Therefore, the following are **EXCLUDED**: unloading and positioning, service during overtime / days before holidays / holidays / at night, charges for entry to limited traffic areas, extra charges for parking the vehicle for more than 1 hour due to site issues.

- **WITH CRANE** means transportation with unloading on the ground near the truck. The following are **EXCLUDED**: positioning, lifting, service during overtime / days before holidays / holidays / at night, charges for entry to limited traffic areas, extra charges for parking the vehicle for more than 1 hour due to site issues.

- Both the aforementioned methods offer the combined service, thus with 3-4 days' notice to organize the travel.

First commissioning (2)

The first commissioning by our specialized technicians in possession of the f-gas license as per regulations (including travel expenses) shall be carried out during ordinary working hours, excluding holidays / days before holidays and night work and excluding systems installations.

Anti-vibration mounts (3)

The machine must be positioned on an even plane with special anti-vibration mounts placed between the ground and the machine. (70 shore rubber bricks).

Electric cables (4)

The electric cables supplied have terminals on both sides of a special corrugated sheath and do not provide electrical plugs, unless otherwise specified in the offer.

Assistance / telephone availability (5)

From 8 am to 8 pm including holidays (excluding night hours 08pm/08am) against surcharge on weekly rental rates (see quotation in the offer)

If assistance is required due to carelessness of the lessee, the cost shall be charged at the rates in force (60 € / h / technician in addition to travel costs)

Assistance / emergency service (6)

Prompt assistance within 24 hours by telephone call (excluding holidays / days before holidays - night hours 08 pm/08 am) for issues caused by the machine and not by the system; with surcharge on weekly rental rates (see quotation in the offer).

Remote assistance (7)

Remote Assistance available only on some units specified in the offer: it includes machines equipped with a remote service system installed on board and involves a weekly surcharge.

**INFORMATION LETTER AND CONSENT
ITAL. LEGISLATIVE DECREE 196/03**

To Firm / Company

The undersigned Company informs that for the establishment and performance of contractual relations with you, we are in possession of your personal and fiscal data obtained verbally or otherwise, directly or through third parties, such data qualifying as personal information pursuant to law.

With reference to such data we inform you that:

- the data are processed in relation to contractual requirements and the consequent fulfilment of legal and contractual obligations as well as to ensure the effective management of commercial relationships.

The data shall be processed in written form and/or on magnetic, electronic or data transmission media;

- providing the data is mandatory with respect to legal and contractual obligations; therefore, any refusal to provide them or to their subsequent processing may lead to the impossibility for the undersigned Company to perform said contractual relationships;
- On the other hand, failure to provide all data that do not fall within legal or contractual obligations shall be assessed by the undersigned company on a case-by-case basis and shall lead to the consequent decisions according to the importance of the data requested with respect to the management of the business relationship;
- without prejudice to disclosure and dissemination carried out in compliance with legal obligations, the data may be disclosed in Italy and/or abroad to:
 - our network of agents
 - factoring companies
 - credit institutions
 - debt collection companies
 - credit insurance company
 - commercial information companies
 - professionals and consultants
 - companies engaged in the transport sector,
- solely for the purposes of credit protection and optimal management of our rights regarding the individual business relationship; for the same purposes, the data may be disclosed to the following categories of persons in charge of the processing and/or Data Processors: Dimensione Azienda (accounting firm), Dimensione Lavoro (payroll consultant), Fpc Informatica (IT consultant), Drago Law Firm (law firm), Euroexecutive company (out-of-court debt collection company)
- The data shall be processed for as long as the contractual relationship is in place and thereafter in order to fulfil all legal obligations as well as for future business purposes;

- With regard to said data your Firm / Company can exercise the rights envisaged by Art. 7 of Italian legislative decree no. 196/2003, within the limits and under the conditions provided for by articles 8, 9 and 10 of said decree.
- the data controller is our company BRENTA.RENT SRL with registered office Via dell'Industria 17 35020 ARZERGRANDE PD
- The data processor is Marianarcisa Fornasiero who, for the purposes of this law has the following address BRENTA.RENT SRL Via dell'Industria, 17 35020 ARZERGRANDE PD

Date

Signature.....

Note: to be returned signed

SUBJECT-MATTER: YOUR TAX DATABASE

With reference to the subject-matter we hereby request you to return this letter duly completed for a correct coding of your data:

COMPANY NAME: _____

REGISTERED OFFICE: _____

CORRESPONDENCE ADDRESS: _____

VAT ID NO.: _____

TAX CODE: _____

ADMINISTRATIVE MANAGER: _____

BANK FOR COLLECTION ORDERS: _____

BANK CODE (ABI): _____ BRANCH CODE (CAB): _____

TEL.: _____ FAX: _____ MOBILE PHONE: _____

E-MAIL FOR INVOICES AND TAX DOCUMENTS: _____

(Future invoices will be sent exclusively to this address)

E-MAIL FOR COMMERCIAL COMMUNICATIONS: _____

CERTIFIED E-MAIL (PEC): _____

We look forward to receiving this form duly filled out.
Yours sincerely.

BRENTA RENT srl
Administrative Office

Declaration pursuant to art. 1, para. 1-quater, Law converting Italian Decree Law
50 of 24/04/2017
-Split Payment-

I the undersigned _____

lawfully representing, and in the capacity of legal representative of the following company:

Full company name: _____

Tax Identification Number: _____

VAT ID No.: _____

Hereby declare

that the company falls into the following category of application of the "split payment" VAT system:

☐ subsidiaries under the direct control, pursuant to Article 2359, first paragraph, nos. 1) and 2), of the Italian Civil Code, of the Presidency of the Council of Ministers and of the Ministries;

☐ subsidiaries under the direct control, pursuant to the first paragraph of Article 2359, no. 1), of the Italian Civil Code, of the regional, provincial, metropolitan cities, municipalities, unions of municipalities;

☐ companies directly or indirectly controlled pursuant to Article 2359, first paragraph, no. 1), of the Italian Civil Code, by the companies referred to in a) and b), although the latter falls within the companies referred to in d) or among the persons referred to in Article 1, paragraph 2 of Law no. 196 of 31 December 2009;

☐ listed companies included in the FTSE MIB index of the Italian Stock Exchange.

☐ that the company does NOT fall into the category of application of the "split payment" VAT system.

Date _____

Stamp and signature
