

## GENERAL RENTAL CONDITIONS

between

LESSEE, which shall be understood to mean the party adhering to the rental proposal.

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IOTTI FRIGOFERIFERI srl with registered office in Reggio Emilia via Euripide 15 VAT no. 01644930354, also LESSOR

## WHEREAS

that the Lessee declares to have previously read the General Conditions of Contract and to have expressly accepted them by adhering to the Offer which may be made by any means and may also result from conclusive behaviour.

that any Special Conditions to be applied to the individual contract shall be set out in a specific document which, signed or otherwise approved by the parties, shall form an integral part of the contract.

## 1) OBJECT OF THE CONTRACT

The object of the agreement is the hire by the Lessor to the Lessee of refrigeration and community cooking equipment, new or used, to be used in both public and private places. The equipment is the exclusive property of, or otherwise at the full and undisturbed disposal of, the Lessor.

The rented goods are better indicated in the contract of which these "General Conditions" form an integral part.

The equipment is represented by photographs published on the website for advertising purposes only and may not correspond to the rented goods.

The Lessee's particular aesthetic or technical needs must be specifically indicated; if this is not the case, no subsequent claims shall be accepted regarding the mismatch between the goods and the advertising material.

The Lessor declares that the material is in perfect condition for its intended use, any defects in the goods discovered by the Lessee must be immediately reported in writing to the Lessor at the time of delivery.

Subsequent complaints shall not be accepted, unless the defect can be qualified as hidden. The affixing of advertising material on the rented goods by the Client is only permitted with the prior written authorisation of the Lessor.

## 2) RENTAL PRICE

The price of the rental is indicated in the contract of which these "General Conditions" form an integral part, which the Lessee declares to have read and understood, to be understood net of Value Added Tax (VAT).

The agreed price shall be paid regularly, on the agreed due dates.

The Lessor is entitled to request the advance payment of the agreed price or the payment of a deposit.

Any sums advanced for any reason by the Lessee may be retained by the Lessor until the final assessment of any outstanding amounts or damages attributable to the Lessee.

### 3) DELIVERY AND RETURN OF THE GOODS

The delivery and collection of the goods shall be made at the Lessor's expense up to a distance not exceeding 50 km, calculated from the Lessor's premises to the place of destination.

Costs for transport at distances greater than this shall be agreed upon separately.

The following are not included in the price: the costs of assembly and disassembly; any accessories to the goods; plumbing and electrical connections.

The Lessee shall bear any charges and expenses arising from the transfer of the goods outside the national borders.

The goods shall be delivered in working order, clean and complete with any necessary documentation and shall be returned in the same condition, except for normal wear and tear.

The Lessee is obliged to immediately return the goods at the expiration of the contract or when a cause for termination of the same occurs.

If the Lessee does not return the goods without delay, the Lessor may take them back and charge any additional costs to the Lessee.

The Lessee shall owe the Lessor, in addition to any further damages, the rental fees until the goods are returned.

### 4) DURATION, TERMINATION AND CANCELLATION OF THE CONTRACT

The duration of the contract is indicated in the contract of which these "General Conditions" form an integral part.

Failure to pay or delay in paying two rental fees, even if not consecutive, shall entitle the Lessor to request immediate termination of the contract, without the need for prior notice.

The Lessee may also withdraw after the order confirmation and in any case no later than the beginning of the rental period, without prejudice to the fact that, in this case, he shall be obliged to pay 50% of the foreseen rental fee, in addition to the legal charges if due, if the cancellation is made less than 30 days before the beginning of the rental period;

### 5) OBLIGATIONS OF THE LESSEE

The Lessee, upon delivery of the goods, becomes the custodian of the same, with all the legal consequences governed by law, and undertakes to use the same exclusively for the intended use.

Any change and/or movement of the property must be agreed upon in advance with the Lessor and authorised by the same in writing.

The Lessee authorises the Lessor in advance to enter the places where the machinery and equipment are located during the rental period, following a simple request for verification and maintenance purposes.

The Lessee shall use the rented goods with the utmost diligence and maintain them according to the instructions provided by the Lessor;

The Lessee must not use the goods for purposes other than those agreed upon.

The Lessee may not sub-rent the machinery to third parties.

#### 6) LIABILITY AND INSURANCE

The Lessee is liable for all damages that may be caused to the goods during the rental period, whether caused by the Lessee himself or by third parties.

The Lessee must immediately notify the Lessor of any negative event affecting the goods.

The Lessee may not modify or repair the goods.

The Lessee shall be obliged, under penalty of termination of the agreement, to take out an "All risks" policy with a leading insurance company, with the Lessor as beneficiary, with a limit of liability equal to the total value of the rented goods, as indicated by the Lessor.

The Lessee must give the Lessor a copy of the policy before collecting the goods. It is the Lessor's right to suspend the delivery of the goods if the policy does not meet the requirements.

In the event that the insurance company, for any reason whatsoever, does not provide compensation for damage due to loss of or damage to the goods or only provides for a partial compensation, the Lessee shall be directly obliged to pay the Lessor the rental fees still provided for in the contract, the costs of repairing or re-purchasing other goods having the same characteristics as those lost or destroyed, in addition to any further documented expenses and any economic loss due to the failure to subsequently rent the goods.

#### 7. LESSOR'S OBLIGATIONS

The Lessor shall deliver on time, except in the event of force majeure, the goods covered by this agreement to the Lessee, in perfect efficiency, functionality, clean and sanitised.

The Lessor shall fulfil any further provisions of the agreement with due diligence so as to enable the Lessee to enjoy the goods for the purpose for which the agreement was concluded.

The Lessor must also ensure the peaceful enjoyment of the goods by the Lessee for the duration of the contract.

#### 8) APPLICABLE LAW AND JURISDICTION

This contract is subject to Italian law and jurisdiction.

For any dispute arising from the execution or interpretation of this contract, the parties agree that the Court of Reggio Emilia shall have exclusive jurisdiction.

Reggio Emilia