



Albaway srl – Registered office: Corso Langhe n. 10, 12051 Alba (Cn) Cell.338-6013531
VAT and Tax Code: 3293580043 - www.albawaytour.com - info@albawaytour.com
Activity Code 773910 vehicle rental - Social Capital euro 10,000 paid € 2500

RENTAL CONTRACT

SUBJECT: RENTAL N° SEGWAY PT i2 REGISTER NUMBER

DURATION: FROM DAY/...../..... HOURS/..... TO DAY/...../..... HOURS...../.....

TYPE OF RENTAL: ☐ PERSONAL USE ☐ COMMERCIAL USE

THE LESSOR: ALBAYWAY srl, with registered office in Alba –C.so Langhe n.10
VAT: 03293580043
ACTIVITY CODE ‘: 773910 (vehicle rental)

CUSTOMER RENTING:
Born at prov (.....) date c.f
residence prov (.....) cap/zip code street n.....
tel Document Type
As Company vat

PERSON TRAINED FOR USE:

1) VERIFICATION AND DELIVERY: The delivery of the Segway Pti2 will occur on..... at
It is the responsibility of the Customer to keep the Segway, for the duration of the rental, in a safe and sheltered place, transporting it by appropriate means, if necessary. The Segway Pti2 shall be delivered in good working condition and this is established with the Customer or those whom the Customer delegates for its use upon delivery. Upon delivery of the Segway Pti2 and before the use of the same, the Customer or whoever it delegates for its use, is required to test the vehicle and to check its condition in advance, notifying the lessor of any defects, faults, failures or malfunctions, both of bodywork and mechanics. The Segway will be delivered with fully charged batteries and it is the Customer's responsibility to electrically recharge the Segway if necessary.

2) CHARGES AND METHODS OF PAYMENT: The fee agreed between the parties is EURO vat (..... VAT per day) plus €
deposit by cash or credit card, to be paid in full upon delivery of the Segway Pti2. The deposit will be refunded, except for any damages upon return.

3) DEPOSIT BY CREDIT CARD: Before the start of the rental, the Customer must submit a credit card in their name, whereby Albaway may charge a deposit and the amounts under this Agreement should they be due by the Customer.

4)TERMS OF USE: From when the Segway PTi2 is put into the road and until the return of such, the Customer assumes the obligation to guard it, in compliance with art. 2051 of the Civil Code, with due care to preserve it and use it with the utmost diligence, in compliance with existing rules and the following conditions:
1) It is not permissible to use the Segway PTi2 under these conditions:
a) Customers under the age of 16;
b) Customers whose weight is less than 45 kg or more than 110 kg.
c) Customers who are under the influence of alcohol, drugs, narcotics, pharmaceuticals, or any other substance that alters or jeopardizes either consciousness and/or sensory or reactionary ability;
d) Customers who are physically and/or psychologically unfit to drive and navigate the road;
e) By users who do not have certification that they have completed the 'orientation';
f) For the carriage of passengers and/or property for commercial purposes or for payment;
g) To push or tow vehicles, trailers or other things;
h) Off sidewalks, communal pedestrian and/or bicycle paths.
I) In violation of Article. 190 of the Highway Code (the behavior of pedestrians in public areas)
2) The Customer must use the Segway PTi2 in full observance of traffic rules and customs, including those under Legislative Decree 285/92 (highway code) as well as any other law or regulation.
3) The Customer is obliged to use anti-theft devices for the Segway PTi2 whenever it is parked, represented by the "info key", in the case that the customer is far from the vehicle. If the Customer should experience vehicle theft and was not in possession of the electronic key Albaway will charge the Customer the amount equal to the value of the vehicle.
- any adverse or harmful consequences resulting from negligent and/or non diligent care of the Segway PTi2, or improper or different use from the conditions described above of the Segway PTi2 are at the sole expense and responsibility of the Customer. In particular the Customer agrees to never leave the vehicle keys unattended, keys that form the primary deterrent to theft for the assets in question.

5) DAMAGE TO THIRD PARTIES The lessor is not responsible for damage to third parties caused by the Customer or whoever it delegates to use the rented transport. The use of the Segway Pti2 and movement on roads, pavements, pedestrian areas and cycle paths, internal areas is

at the sole risk of the Customer.

6) CONDUCT IN CASE OF ACCIDENT: In case of accident, theft, loss, fire or damage to the Segway PTi2 the Customer or whom it delegates to use such, must inform the lessor within 24.00 hours:
- To inform and request the intervention of the competent authority;
- Where the accident involves third parties, to seek timely emergency intervention;
- Submit immediately the statement / complaint to the competent authority;
- To immediately notify the lessor of what happened;
- The Customer agrees to cooperate with the lessor and the insurers of the same in any investigation or legal proceeding or occasion arising from the use of the Segway PTi2 by either you or whom you delegate to use it, and agrees to get all the information relating to individuals, vehicles and witnesses involved and to obtain all information possible and necessary to determine responsibility in the accident and promptly verify it.

7) THEFT, FIRE, AND LOSS OR DAMAGE OF SEGWAY PTi2: The Customer is liable for all damages caused to the Segway PTi2 or parts and / or accessories thereof:
- In case of a broken fender, the lessor will charge the Customer the amount of € 170.00 + vat
- In case of damage to wheel € 125.00 + vat
- In case of breakage or the loss of the "info key", the lessor will charge the Customer the amount of € 420.00 + vat
- In case of breakage or damage to the batteries so that they are no longer working, the lessor will charge the Customer the amount of € 1200.00 + VAT
- In case of breakage or damage to the kickstand, the lessor will charge an amount of € 70.00 + vat
- In case of theft, the lessor will charge the Customer an amount equal to € 400.00 charged to the Customer's credit card
- In case of breakage of other components, the charge to the Customer will be measured according to the damage suffered. The Customer herein expressly authorizes the lessor to cover damages, losses, expenses incurred on account of the events as stated above debiting to the Customer the corresponding amount or a relative penalty on the sum above, after oral and/or written communication. In case of theft or loss the Customer will be obliged to inform Albaway in a timely manner, to return the key card and pay the deductible as provided by this contract.
The Segway PTi2 is covered by theft insurance, this insurance does not intervene in case of absence of "info Key" which is required to be kept apart from the vehicle, in case of theft and absence of "info Key," the Customer will be charged the commercial value of the vehicle.

8)VIOLATIONS: Any fines or penalties arising from use of the Segway PTi2 charged to the Customer or by whom it delegates to use will be the responsibility of the Customer.
- Should the lessor be considered liable or co- liable in any case by the competent authorities, it will pay the same exercising simultaneously, the right of recourse against the user.
- If requested by the police, the lessor is obligated to provide the name of the Customer, who will be notified of the penalty for payment.

9) INTERRUPTION OF RENTAL FOR FAILURES AND REPLACEMENTS: In case of failure occurring and / or malfunctioning of the Segway PTi2 not attributable to the Customer, such as to preclude the continuation of the rental, the lessor will, if possible, immediately replace the vehicle.
- The Customer is obliged to immediately report any inconvenience incurred to the lessor, and to await instructions from the same before taking any initiative. The abandonment of the Segway PTi2 will result in all amounts, direct and indirect, necessary to recover thereof, being charged to the Customer.

10) RETURN OF SEGWAY PTi2: The return will occur no later than...../...../..... at.....
If the Customer fails to return the vehicle by the due date, the same shall pay a fine of 100.00 euros for each day until it returns the vehicle.
- Any liability of the lessor for items abandoned or forgotten by the Customer on Segway PTi2 is excluded.

11) TRAINING: The training given by the lessor is an integral part of this contract. Each Customer or whomever it delegates to use undertake the training or prove to have done it in the past, before using the rented vehicle. Any initiative outside of this is attributed entirely to the Customer.

12) ALBAYWAY: The Customer declares to have participated in the driving course of the Segway and therefore is informed of the risks of use.

13)JURISDICTION: exclusive jurisdiction to resolve any disputes relating to this contract will be that of Alba (Cn).

14)ATTACH A COPY OF CLIENT'S IDENTITY DOCUMENT.

15) NOTES
.....

The owner and manager of the data collected is Albaway s.r.l.. - Registered in Alba C.so Langhe n. 10, which the interested party may contact at any time to exercise its rights pursuant to art. 7 of D. Lgs. n. 196/03, including: to obtain confirmation as to whether or not personal data concerning them exist, regardless of their being already recorded, and communication of such data in intelligible form; to request the source of personal data, logic applied to the processing, purposes and methods of processing of the data and furthermore, the identification data concerning data controller, the entities or categories of entity to whom or which the personal data may be communicated and who or which may get to know said data: may request the cancellation, updating, rectification or, where interested therein, integration of the data; erasure, making anonymous or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed.

Date:_____ Signature of Customer: _____ Albaway Ltd. for acceptance_____

In accordance with the effects of art. 1341 and 1342 Civil Code. you represent that you have read and specifically approve the following articles that are the subjects individually negotiated: Article 1) "Delivery and verification of the vehicle," Item 2) "Charges and payment methods", Article 3) "Deposit by credit card", Art 4) "Terms of Use", Article 5) "Damage to third parties", Article 6) "Conduct in case of accident," Art 7) "Theft, fire, loss and damage of the Segway PTi2", Art 8) "Violations", Article 9) "Interruption of rental for failures and replacements," Art 10) "Return of Segway PTi2", Art11) "Training", Article 13) "Jurisdiction", Article 15) "Note".

Date:_____ Signature of Customer: _____