

## GENERAL CONDITIONS OF LEASE

The General Conditions of Lease – abbreviated as “CoL” – regulate the offer shown and all relevant lease agreements – abbreviated as “LA” – established between So.Ge.Se. S.r.l., with registered office in Via delle Colline 100 – 57014 Guasticce – Collesalveti (LI), VAT no. 00621940493 and Livorno Chamber of Commerce no. 64456 (“SO.GE.SE.”), and its Clients (“Lessee”), unless otherwise agreed in other, supplementary agreements provided in writing, failing which, they shall be considered null and void. Therefore, all contracts between SO.GE.SE. and the Lessee are governed by the General Conditions of Lease, which form an integral and substantial part of every proposal, order, order confirmation and contract.

### A) INTRODUCTION

1. All offers made by SO.GE.SE. are made on an indicative basis and are subject to final confirmation; therefore, they are not binding for SO.GE.SE. until a final decision is made and confirmed by SO.GE.SE. itself following the Lessee's indication that they wish to proceed with the lease.
2. If an offer is accepted by the Lessee, SO.GE.SE. reserves the right to confirm or reject acceptance and clarification of the conditions, and will finalise the contract within three working days of receipt of acceptance. The Lessee will be informed of this via any relevant means of contact (including, but not limited to, telephone, email, fax, Certified Email, registered letter, etc.). In any event, SO.GE.SE. reserves the right, without resulting in any non-compliance, to not proceed with the lease should, from the time that the order is definitively accepted up until the date that the goods being leased are delivered, it emerges that the Lessee has been made insolvent or debts that compromise their reliability come to light. SO.GE.SE. also reserves this right if the Lessee fails to pay, within the established terms, the agreed security-deposit, down-payment or advance amounts as set out in LA, as well as by virtue of the express termination clause referred to in Article 5.

### B) PREPARATION AND DELIVERY

1. Preparation of goods in accordance with the Lessee's specific requirements shall be carried out at the expense of the Lessee at the depot designated by SO.GE.SE.
2. SO.GE.SE. shall inform the Lessee via any relevant means of contact (including, but not limited to, telephone, email, fax, Certified Email, registered letter, etc.) of the delivery date of the leased goods or when the goods are available at the depot designated by SO.GE.SE., with at least two days' notice where possible. This term is merely indicative and failure to comply with it will not entail any consequences or result in SO.GE.SE. being non-compliant or liable in any way.
3. The goods will be delivered with a transport document issued by SO.GE.SE. (or by a person appointed to do so) to either the Lessee or the person appointed by the Lessee to collect the goods. 3.2 When the goods covered by this contract are delivered, the signing of the Transport Document by the Lessee or designated individual who deals with receipt of goods shall confirm that the Lessee has carried out inspections, has carefully checked the physical and legal state of the goods, has approved the goods and expressly accepts them, that the goods are fully in line with the offer and are perfectly suitable for their agreed use, that 'product information', technical data sheets, sensory characteristics, usage and maintenance booklets and rules of conduct have been acknowledged and accepted, and that the goods are free from any faults and defects. The parties acknowledge and expressly agree that such confirmation by the Lessee shall in any event be deemed valid and certified if the Lessee does not send SO.GE.SE. any written complaints within, and no later than, two days of the goods' delivery.
4. The parties acknowledge that delivery times established within the LA are, in any event, merely indicative and SO.GE.SE. shall not be liable or non-compliant in any way following various kinds of delays.
5. In instances where it is established that the Lessee must collect the goods directly from premises owned by SO.GE.SE. (or a specific place designated by the company), the parties expressly agree that the Client must collect the goods on the availability date communicated by SO.GE.SE., referred to in point 2 of this article, and no later (this availability date can also be defined as the *release date* and is the date from which the goods being leased or sold are available for collection by the Client or Lessee at the storage location designated by SO.GE.SE.). The parties acknowledge and expressly agree that, from this point on, the lease fee must be paid by the Lessee and that the Lessee will be charged this amount from the date of delivery specified or from the date that the goods are made available (communicated by SO.GE.SE. via whatever means available), regardless of whether or not the goods are actually collected, except in the event that SO.GE.SE. incurs extra expenses due to the failure to collect the goods in a timely manner (this includes, but is not limited to, goods that have not been collected taking up production space, which may result in charges due to prolonged stays or the goods themselves having to be moved).
6. All documents and certificates that prove necessary to comply with national and/or local regulations, which are not explicitly required or listed within the offer itself, shall be, if required, listed separately after the offer is accepted and the Client will bear all costs for these. It is understood that SO.GE.SE. reserves the right to consider the possibility of issuing certifications that, due to their specificity, may - in SO.GE.SE.'s sole opinion - no longer be available due to a late request made by the Client.

### C) IDENTIFYING GOODS LEASED BY THE CLIENT

1. For the purposes of identifying goods leased out, the abbreviation specified in the Transport Documents, Interchange Document or Release Document (which is used to notify the Client that goods are available for collection) will serve as evidence.

### D) OWNERSHIP OF GOODS LEASED

1. The goods leased, as well as any accessory parts, shall remain the sole property of SO.GE.SE. and shall be equipped with plates and/or labels indicating ownership, which the Lessee shall leave in place throughout the LA and, in any event, throughout the period during which the Lessee is in possession of the goods (including when they are in transit).
2. From the moment that the goods are delivered, throughout the duration of the LA and, in any event, throughout the period during which the Lessee is in possession of the goods (including when they are in transit) up until the point at which the goods are actually returned to SO.GE.SE., the Lessee is the custodian of said goods and must ensure that the goods themselves and SO.GE.SE.'s right of ownership are protected at all times and by any means necessary, at their own expense, ensuring that they remain recognisable as the property of SO.GE.SE.
3. The Lessee is obliged to take action and to cooperate whenever SO.GE.SE. puts in place any measures aimed at protecting the goods leased and its right of ownership over them.
4. Should third parties seize or sequester leased goods delivered to the Lessee, or if they impose or intend to impose a lien on, or lay claim to, said goods, the Lessee must immediately take action to stop such action and must immediately inform SO.GE.SE. in writing, so that the latter can take action through all the relevant channels to enforce its right of ownership. The Lessee shall bear sole responsibility and will be charged in full for any damages, financial or otherwise, that SO.GE.SE. will be forced to incur as a result of such actions by third parties, as well as all costs, both extrajudicial and judicial, that the company will be forced to incur to defend itself and make its case.
5. The Lessee must not surrender or put up as collateral, whether freely or in exchange for payment, the goods leased, and must not sublease them or hand them over to third parties without prior written consent provided by SO.GE.SE., nor may they pledge them or impose liens of any kind on them. Violation of these obligations by the Lessee constitutes a very serious breach and, as such, SO.GE.SE. shall be free to exercise the express termination clause in point 5 of this contract and to take action for greater damages caused.
6. In the event that the Lessee transfers their business or offers it as security, they must immediately inform SO.GE.SE., in writing, of their intention to transfer the business or offer it as security, and must take all necessary precautions to ensure that the leased property and related rights of SO.GE.SE. are not compromised. The Lessee shall bear sole responsibility and will be charged in full for any damages, financial or otherwise, that SO.GE.SE. will be forced to incur as a result of such actions, as well as all costs, both extrajudicial and judicial, that the company will be forced to incur to defend itself and make its case against any entity/person.

## **E) PLACE AND MANNER OF USE**

1. Throughout the duration of the lease and, in any case, the period during which the Lessee is in possession of the goods (including when they are in transit) until they are actually returned to SO.GE.SE., the Lessee must use the goods for day-to-day business operations with the utmost diligence and solely for the intended use agreed, complying fully with safekeeping obligations and taking all necessary measures and precautions to ensure that SO.GE.SE.'s right of ownership and the integrity of the goods are not jeopardised in any way, and ensuring that the goods are always kept in a good condition without making any changes to their intended use and without altering customs information or identifying information. Violation of these obligations by the Lessee constitutes a very serious breach.
2. The Lessee assumes (from this point on) sole responsibility, both in relation to SO.GE.SE. and third parties, for fires, theft, frost, destruction or loss of the goods leased and for any damage to them or caused by them, even as a result of force majeure or exceptional occurrences/accidents.
3. The parties acknowledge and agree that SO.GE.SE. is exempt from any liability for any direct or indirect damages that the Lessee or third parties may suffer as a result of the use, non-use, misuse and misplacement of goods leased, as well as for any damage to anything that is placed or stored inside the goods, even in the event there are malfunctions or defects with the goods. In this instance, the Lessee shall be the sole party responsible and undertakes to indemnify and hold harmless SO.GE.SE. for any challenge made against the company for whatever reason and for any harmful economic and financial consequences.
4. The Lessee must only use the goods at the location specified in the LA and must not move them from this location. If they need to move the goods to a different location, they must ask SO.GE.SE. for prior written authorisation. Violation of this obligation by the Lessee constitutes a very serious breach.
5. 4.4 With regard to leased goods equipped with electrical and temperature control and management systems, the Lessee declares that they understand and have read instructions regarding the use and maintenance of said goods, and must: - strictly follow all instructions and recommendations provided with regard to the use of the temperature-control unit; - ensure that all maintenance work is carried out correctly and by qualified personnel; - immediately inform SO.GE.SE., in the ways described in Article G) point 4, of any irregularity in the operation of the unit ; - avoid making any changes to both the electromechanics and structure (box). Violation of these obligations by the Lessee constitutes a very serious breach.

## **F) POSITIONING THE GOODS**

1. 4.2 Ensuring that an area is suitable for the unloading and arranging of the goods leased, with respect to the specific characteristics of the goods themselves, remains the sole responsibility of the Lessee. In particular, the goods leased must be delivered to places that are easily accessible to transport vehicles and positioned, by the Lessee, on stable (this includes hydrological stability) and accessible terrain, and must only be used for their intended use. Furthermore, checking the isostatic characteristics of the ground onto which the leased goods will be positioned, as well as specifications of any support foundations, beams or bases, which must be suitable with respect to the technical characteristics of the goods themselves and comply with the relevant regulations in force, remains the sole responsibility of the Lessee. Where necessary for using and operating goods, proper connections to mains, sewerage, water and electrical energy supplies, which must be the correct supply in line with the technical specifications of the good (without resulting in voltage fluctuations), are required to keep the goods in sound working order, as detailed in the product information and rules of conduct, shall remain at the sole expense of the Lessee. Ensuring that an area is suitable for the unloading and arranging of goods, with respect to the specific characteristics of the goods themselves, remains the sole responsibility of the Lessee. With respect to any malfunctions and/or damage to goods caused by incorrect connection to mains, electricity and water supplies, by a lack of and/or incorrect supply of electricity, or by the unsuitability of an area used to unload and arrange the goods, these shall be the sole responsibility of the Client with SO.GE.SE. fully exempt. SO.GE.SE. cannot be held liable, both in relation to the Client and any third parties, for these malfunctions and/or damages, including damage that may be caused by the goods themselves, for any reason.
2. 4.5 With respect to positioning and using the leased goods, the Lessee must comply with all the laws, regulations and town-planning/health-and-hygiene regulations in force and to comply with all directives and instructions provided at any time by SO.GE.SE. Violation of this obligation by the Lessee constitutes a very serious breach
3. 4.6 The Lessee must keep and maintain the goods leased in an area free from any sort of restrictions that may be imposed by third parties. Violation of this obligation by the Lessee constitutes a very serious breach.
4. When the goods are delivered by SO.GE.SE., the Lessee must ensure that the vehicle used to transport the leased goods is not kept behind for more than 60 minutes after arrival. Otherwise, the Lessee will be charged for all additional costs and charges that SO.GE.SE. will be forced to incur due to prolonged stay of the vehicle.
5. By signing this contract, the Client expressly declares that they are fully aware of the noise level produced by the goods being leased. Therefore, the Client must put the goods being leased in a place where they cannot disturb or cause damage to third parties, in full compliance with noise-emission regulations. In relation to both third parties and the competent authorities, the Client assumes all responsibility for this, relieving SO.GE.SE. s.r.l. from any responsibility in this area, and undertakes to indemnify and hold harmless SO.GE.SE. for any damage caused.

## **G) MAINTENANCE, REPAIR AND RESTORATION**

1. From the moment that the goods are delivered, throughout the duration of the LA and, in any event, throughout the period during which the Lessee is in possession of the goods (including when they are in transit) up until the point at which the goods are actually returned to SO.GE.SE, the Lessee, in compliance with safekeeping obligations, must ensure that the goods sold are properly preserved, maintained and kept in good working order and to take all appropriate precautions to prevent any possible damage to the leased goods, including, but not limited to, malfunctions caused by a lack of maintenance work, fires, theft, frost, destruction or loss. Violation of this obligation by the Lessee constitutes a very serious breach.
2. Concerning the use and routine maintenance of the goods leased, the Lessee must strictly follow instructions provided by SO.GE.SE. Violation of this obligation by the Lessee constitutes a very serious breach.
3. SO.GE.SE. has the right, at any time, to inspect the goods leased or have them inspected. Should the Lessee impede said inspections, this will constitute a very serious breach.
4. The Lessee is obliged to immediately report, via a detailed message sent by Certified Email, email or registered letter with return receipt, any potential damage to or malfunctions with the goods to SO.GE.SE. In this case, repair and/or restoration of the leased goods to working order, with respect to faults that the Lessee is not responsible for (required due to a lack of routine maintenance work, for example), will be carried out by SO.GE.SE. in the manner it deems most appropriate, which may include the use of external specialist personnel: this service may either result in the Client being charged or be free of charge, depending on the type of technical assistance contractually agreed by the parties within the lease agreement. If there is no specific agreement, the technical assistance work must be paid for and is at the full expense of the Client.

## **H) REPLACING LEASED GOODS**

1. SO.GE.SE. reserves the right to replace, at any time, the goods leased with other equivalent goods with the same technical characteristics. In this instance, these CoL, as well as all other conditions governing the contractual relationship between the parties, shall automatically apply to the substitute goods as well.

## **I) HANDLING GOODS AND SAFETY**

1. By signing this contract, the Lessee expressly declares that they are fully aware of all the technical characteristics of the goods leased and, in particular, that the structure of the goods enables them to be filled in a static position on the ground only and that lifting and transporting goods that have not been emptied is extremely dangerous and absolutely forbidden. Violation of this rule by the Lessee constitutes a very serious breach.
2. The parties acknowledge and agree that SO.GE.SE. is exempt from any liability for any direct or indirect damages that the Lessee or third parties may suffer due to the leased goods being transported, moved and lifted in a way that violates the safety measures and instructions provided by SO.GE.SE. In this instance, the Lessee shall be the sole party responsible and undertakes to indemnify and hold harmless SO.GE.SE. for any challenge made against the company for whatever reason and for any harmful economic and financial consequences.

## **L) LIABILITY AND INSURANCE**

1. From the moment that the goods are delivered, throughout the duration of the LA and, in any event, throughout the period during which the Lessee is in possession of the goods (including when they are in transit) up until the point at which the goods are actually returned to SO.GE.SE, the Lessee is the custodian of said goods and must ensure that the goods themselves and SO.GE.SE.'s right of ownership are protected at all times and by any means necessary, at their own expense. The Lessee bears all risks, including those posed by unforeseeable circumstances or force majeure, linked to the use, possession, circulation and handling of goods covered by the contract, which may result in fires, theft, frost, destruction (partial or total) or loss of the goods leased, and is responsible for any damage to them or caused by them. Because of this, the Lessee is required to take out an Insurance Policy to cover all the risks specified for the entire duration of the LA and throughout the period during which they are in possession of the goods (including when they are in transit) up until the point at which the goods are actually returned to SO.GE.SE.

## **M) RETURN VALUE**

1. If the parties have not agreed on various return (or replacement) values (relating to individual goods or groups of goods with the same technical characteristics) by way of written agreement, for all legal and insurance purposes, the parties acknowledge and expressly agree that the value of goods leased, which have been irreparably damaged, destroyed, lost, stolen and/or misappropriated for any reason by third parties, is fixed for each individual item, regardless of its age and state of repair, as detailed below. The values shown below complement any other written agreement for which the replacement or return value of the goods leased under a lease agreement has been omitted:
  - refrigerated container or reefer container: € 30,000.00 (Thirty thousand) exclusive of VAT (undepreciable);
  - modular/single-block prefab unit with toilet box: € 15,000.00 (Fifteen thousand) exclusive of VAT (undepreciable);
  - modular/single-block prefab unit without toilet box: € 10,000.00 (Ten thousand) exclusive of VAT (undepreciable);
  - Dry or similar-type shipping container: € 6,000.00 (Six thousand) exclusive of VAT (undepreciable).
2. With regard to the value of equipment and furniture, including, but not limited to, lockers, desks, chairs, armchairs, air conditioners, drawers, wardrobes, hangers or

similar, and, in any event, all accompanying goods/accessories detailed in the delivery document, the parties acknowledge and expressly agree that the value of the air conditioners only amounts to € 1000.00 (One thousand) each exclusive of VAT (undepreciable), while the value of all other goods shall be € 500.00 (Five hundred) each exclusive of VAT (undepreciable). All of this applies, regardless of the age and state of repair of the goods themselves.

#### **N) LEASE PERIOD**

1. The lease referred to in the LA shall begin from the date that the Transport Document is signed at the depot designated by SO.GE.SE. or, if earlier, on the date that the Interchange Document is issued by the depot designated by SO.GE.SE. when the goods are released, unless otherwise expressly agreed in written agreements accompanying the LA. The parties acknowledge and expressly agree that, in any event, the lease fee shall be due from the Lessee from the date from which SO.GE.SE. informs the Lessee that the goods are available for collection, regardless of the actual date on which the Lessee collects the goods and signs the Interchange Document, as specified by Article P), point 1.
2. The parties expressly agree that the duration of the lease is always understood and established as a minimum period of billable days, and when this period expires, the LA will be automatically renewed without fail for the same duration set out in said LA and under the same contractual conditions, if the Lessee does not notify SO.GE.SE., by Certified Email or registered letter with return receipt, of their wish to terminate the contract, with at least 30 days' notice before it expires, unless the duration of the contract does not exceed 30 days, in which case the number of days' notice provided must be at least half the number of days that contract lasts for. The number of days' notice required for contract termination may be determined differently by the parties by way of a supplementary written agreement. The Lessee accepts and is aware that, upon expiry of the notice period, they have a period of time (also known as a build-down period), which the parties agree shall be seven calendar days (unless otherwise agreed in writing between the parties) to return the goods leased to the SO.GE.SE. warehouse agreed upon, or to make these goods available for collection if this is the responsibility of SO.GE.SE. After this period (build-down period) expires, SO.GE.SE. shall be entitled to charge the lessee a daily penalty or lump sum (i.e. one all-inclusive penalty for the number of days late), as provided for in point 3. of the section under R in this document.
3. The parties acknowledge and expressly agree that if the leased goods are returned by the Lessee earlier than the contractually established term (unless otherwise agreed in writing between the parties), the contract shall be considered automatically terminated and the Lessee will still have to pay SO.GE.SE. amounts corresponding to lease fees and all additional charges relating to the period between the actual date that the goods are returned, certified by a Return Document, and the date that the contract itself naturally expires based on the agreements signed.

#### **O) SECURITY DEPOSIT**

1. Unless otherwise expressly agreed in writing, the Lessee must, when the LA is signed, pay SO.GE.SE. the non-interest-bearing security deposit detailed in the LA, which will be interest-free and whose purpose is to ensure that all contractual obligations incumbent on the Lessee are fulfilled.
2. This security deposit shall be returned to the Lessee at the end of the lease once SO.GE.SE. has ascertained that all obligations have been fulfilled by the Lessee.
3. The parties acknowledge and expressly agree that SO.GE.SE. may, at any time and at its own discretion, use the sum paid as a security deposit to have the leased goods restored if they are damaged, and to pay for all credits accrued by SO.GE.SE. as a result of this contract, which have not been promptly paid by the Lessee. In this instance, the Lessee must immediately pay SO.GE.SE. any amount relating to said accrued credits, and supplementary to the security deposit, required.
4. The parties acknowledge and expressly agree that if the Lessee fails to fulfil any of their contractual obligations, SO.GE.SE. has the right to terminate the contract, by virtue of the express termination clause set out in Article S, even though these may be covered by the security deposit.

#### **P) LEASE FEE**

1. The parties acknowledge and expressly agree that the lease fee agreed upon shall be due from the Lessee from the date that the goods are delivered, or from the date that the goods are made available for collection by the Lessee, as communicated by SO.GE.SE. and referred to in point 2 of Article B), regardless of when the goods are actually collected by the Lessee, until the actual date that the goods are returned to the depot designated by SO.GE.SE. when the lease ends, as detailed in the Interchange Document, unless the Lessee is charged with contractually-agreed surcharges and penalties for failure to return the goods within the terms established following termination of the agreement by the Lessee, as detailed in point 2 of paragraph N) and point 3 of paragraph R) of this document. If the leased goods are returned by the Lessee earlier than the contractually established term, and unless otherwise agreed in writing between the parties, the provision set forth in point 3 of Article N) shall apply.
2. The parties acknowledge and expressly agree that the Lessee will bear and pay all charges, expenses, surcharges, duties, taxes and levies related to the lease and lease fee, in accordance with the applicable tax/fiscal provisions in force during the lease period, as well as all expenses related to payment methods, including, but not limited to, bank charges incurred for the payment of an invoice.
3. Payment of the lease fee must never be unilaterally blocked, reduced or suspended by the Lessee for any reason whatsoever. Any suspension or reduction of payment made unilaterally by the Lessee, for whatever reason, will constitute a very serious breach.
4. The contractually established lease fee does not cover any additional costs and charges that may arise from the issue, at the Lessee's request, of certifications, declarations and/or any other type of documentation concerning the characteristics of the goods leased. These costs will be invoiced separately and charged in full to the Lessee, together with the first lease invoice.
5. If payments of the lease fee and any sum due are delayed or not paid within the agreed terms, the Lessee is in default of law and SO.GE.SE. may charge default interest in accordance with Legislative Decree no. 231/02 and subsequent amendments. In this case, the Lessee shall bear sole responsibility and shall be charged with all costs, both judicial and extra-judicial, necessary to recover the debt and, if necessary, to recover goods (including, but not limited to, costs incurred for collecting the goods from the Lessee's premises and transporting them to the location designated by SO.GE.SE.), which SO.GE.SE. will be forced to incur.
6. Payments from the Lessee will first cover expenses (if due), then interest and, finally, capital, starting from the oldest invoice.
7. The parties acknowledge and expressly agree that the non-payment of even a single lease-fee instalment, as well as the non-payment of any ancillary services provided by SO.GE.SE. for the Lessee (including, but not limited to, preparation and release from, or return to, the depot, transport to and from the location of use, and the use of cranes at the location of use), constitute a very serious breach by the Lessee and are just cause for contract termination, in accordance with Article 1456 of the Italian Civil Code.
8. The parties acknowledge and expressly agree that the lease fee, as contractually established and set out, will be automatically updated on an annual basis, without any communication required, at a rate equal to 100% of the variation of the ISTAT consumer price index for monetary revaluations, which is published on the Institute's official website.
9. The Lessee hereby expressly authorises SO.GE.SE. to assign to third parties, even partially, all receivables claimed (with no exceptions) as a result of this contract.

#### **Q) TERMINATING ANCILLARY SERVICES**

1. The parties acknowledge and expressly agree that a delay in paying or failure to pay the lease fee and all amounts due from the Lessee within the agreed terms, or any breach of contractual obligations by the Lessee, will result in SO.GE.SE. having the right to suspend technical assistance work, the supply of spare parts and any other service, option or right granted to the Lessee by virtue of the LA - if these are expressly provided for in the LA - without any written notice, until all outstanding debts are settled.

#### **R) RETURN AT THE END OF THE LEASE**

1. At the end of the lease, the goods leased must be immediately returned to SO.GE.SE. at the Lessee's expense, in the same physical and legal state in which it was delivered to the Lessee at the beginning of the lease.
2. If the Lessee fails to immediately return the goods leased, SO.GE.SE. will be free to take legal action through all the relevant channels, which may also include acting against third parties, to regain possession of, and access to, said goods. In this instance, the Lessee shall bear sole responsibility and will be charged in full for all costs, both extra-judicial and judicial, that the company will be forced to incur to make its case, to have the goods returned and to regain possession of, and access to, said goods. In any event, the leased goods must be returned completely vacant and empty; if, when they are returned, whether spontaneously or after being repossessed, any other goods should be found inside, the Lessee expressly declares that, from this point on, said goods shall be deemed abandoned and of no financial value, and SO.GE.SE. will be expressly authorised to dispose of and destroy said goods and shall be exempt from any liability for things left behind. To this end, the Lessee shall expressly forgo, from this point on, drawing up an inventory of any goods found inside the leased goods when they are returned (whether spontaneously or after being repossessed). However, SO.GE.SE. may still request an inventory for these goods should they need to be reassigned in the event that the company has a concurrent claim against the Lessee for accrued fees, damages, recovery of expenses or any other reason. The Lessee shall bear sole responsibility and will be charged in full for all costs that SO.GE.SE. will be forced to incur for the disposal or destruction of goods found inside the goods returned.
3. If, at the end of the lease, the Lessee has not sent the goods back or this has been delayed, as referred to in point 2) of paragraph N), the parties expressly agree that the Lessee shall be charged a lump-sum penalty (i.e. one all-inclusive penalty for the number of days late) or a daily penalty up to double the rate of the lease, for each day that that delivery of the goods by the Lessee is delayed or for each day that making the goods available, if SO.GE.SE. is contractually responsible for collecting them, is delayed beyond the deadline envisaged for returning goods or making them available, until SO.GE.SE. actually retrieves the goods (with the exception of greater damages). This penalty will be automatically payable by the Lessee to SO.GE.SE. without the need for formal notice to be provided. The amount of the penalty (daily or lump-sum) may be agreed upon differently by the parties, provided that this is agreed in writing between them.
4. The parties acknowledge and expressly agree that the Lessee shall bear sole responsibility and will be charged for any type of damage or deterioration that may be apparent when the leased goods are returned. To this end, the calculation of damage to the goods and of any repairs required to restore them will be determined based on an evaluative report carried out by SO.GE.SE. and the company will issue an estimate detailing the calculation. SO.GE.SE. will send this estimate to the Lessee via any relevant means (including, but not limited to, telephone, email, fax, Certified Email, registered letter, etc.) The Lessee must indicate acceptance of the amounts specified in the estimate within, and no later than, five days of receipt of the estimate, or request that a joint appraisal be carried out on the goods leased. If, after five days, the Lessee has not sent a request to have a joint appraisal carried out, the estimate sent by SO.GE.SE. will be deemed implicitly and automatically accepted by the Lessee and all amounts specified will be duly invoiced to the Lessee for payment upon receipt and must be paid immediately. SO.GE.SE. and the Lessee may establish, if agreed in writing between the parties,

methods of managing and reimbursing damages identified at the end of the LA different to those set forth above in which, upon acceptance of certain conditions and payment of a special premium by the Lessee, the Lessee will be covered for costs of damages identified following an appraisal carried out by SO.GE.SE. up to a maximum amount established by mutual agreement, and in writing, between the parties.

5. The parties acknowledge and expressly agree that if it should emerge, from the appraisal referred to in point 4 above and subsequent estimate, that damages to the goods leased make it impossible, or not viable from a financial point of view, to have the goods restored and repaired, the Lessee must immediately pay SO.GE.SE. a sum corresponding to the total value of the good(s), in accordance with the provisions of Article M) of this contract.

#### **S) TERMINATION**

1. The lease agreement will be terminated, pursuant to and in accordance with Art. 1456 of the Italian Civil Code, if A) the Lessee does not fulfil one or more of their obligations under Articles D, E, F, G, I, L and P of this contract; B) the Lessee is subjected to bankruptcy proceedings or files for bankruptcy and/or is subjected to other insolvency proceedings; C) transfer of the company or a branch of it by the Lessee.

2. In such instances, a declaration pursuant to Art. 1456 of the Italian Civil Code may be sent by SO.GE.SE. by registered letter with return receipt, or by certified email to the certified email address provided by the Lessee when the contract is signed, and/or to the official address registered by the Client with the C.C.I.A.A. (*Chamber of Commerce, Industry, Agriculture and Artisanry*) to which they belong.

3. In this case, the parties acknowledge and expressly agree that the Lessee must return the goods to SO.GE.SE. within, and no later than, fifteen days of receipt of the notice referred to in point 2 above, to the depot designated by SO.GE.SE., and pay SO.GE.SE. as a penalty within the same time-frame, a sum equal to one hundred per cent of payments set out in the LA, including payments due for ancillary services, minus any payments that have already been made (with the exception of compensation for greater damages).

4. If SO.GE.SE. shows lenience and does not exercise the express termination clause, this does not mean that the contractual arrangements agreed between the parties have changed, nor does the company renounce its motives or rights.

#### **T) EXCLUSIVE JURISDICTION**

1. This contract and the General Conditions of Lease will be governed solely by Italian law in every regard, including validity, interpretation and fulfilment. SO.GE.SE. and the Lessee irrevocably undertake, for themselves and their successors, to submit any action, dispute or proceeding arising from this contract to the exclusive and absolute jurisdiction of the Court of Livorno.