

MOTORCYCLE AND SCOOTER HIRING CONTRACT :
IN COMPLIANCE WITH THE GENERAL HIRING CONDITIONS (ANNEX A) THAT FORM AN
INTEGRATING PART OF THIS CONTRACT :

VEHICLE MAKE AND MODEL.....
LICENCE PLATE
PLACE OF VEHICLE COLLECTION.....
PLACE OF VEHICLE RETURN.....
DATE AND TIME OF COLLECTION.....
DATE AND TIME OF RETURN.....
KM. AT EXIT.....
KM. AT RETURN.....
RATES.....

CONTRACT NOMINEE:
NAME.....
SURNAME.....
DRIVING LICENCE NUMBER.....
DATE OF ISSUE.....
EXPIRY DATE.....
PLACE OF ISSUE.....
DATE AND PLACE OF BIRTH.....

OTHER PERSONS AUTHORISED TO DRIVE:
NAME.....
SURNAME.....
DRIVING LICENCE NUMBER.....
DATE OF ISSUE.....
EXPIRY DATE.....
PLACE OF ISSUE.....
DATE AND PLACE OF BIRTH.....

NAME.....
SURNAME.....
DRIVING LICENCE NUMBER.....
DATE OF ISSUE.....
EXPIRY DATE.....
PLACE OF ISSUE.....
DATE AND PLACE OF BIRTH.....

PAYMENT
DEPOSIT PAID :
METHOD OF PAYMENT FOR DEPOSIT:.....
DOWN PAYMENT PAID:.....
METHOD OF PAYMENT FOR DOWN PAYMENT:.....
BALANCE:.....

NOTES:.....
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IN THE CASE OF DAMAGES:

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Costigliole d'Asti, dated.....

For acceptance.....

ANNEX "A" TO HIRING CONTRACT N°:.....

Motonoleggio Piemonte di Rosso Massimiliano hands over on hire to its Customers its motor vehicles in compliance with these general hiring conditions that are an integrating part of the letter for hire.

FOREWORD

To drive a vehicle hired from Motonoleggio Piemonte the driver is to be in possession of a valid driving licence for the type of vehicle hired and be over 21 years of age (except for mopeds for which it is necessary to be over sixteen) For customers coming from countries outside the EU an international driving licence is necessary and it has to be transmitted by fax or e-mail at the time of booking.

It is preferred that the Customer provides his/her own protective helmet (compulsory) and appropriate clothing. The vehicles are equipped with a rear package compartment, mechanical antitheft device, on-board equipment. The down-payment deposit can be paid by credit card, bank order at the time of booking or banker's draft of a bank in the Euro zone.

1. COLLECTION AND RETURN.

The vehicles are handed over at the hiring station or at the address indicated by the customer at the time of booking (transport costs are debited to the customer) and they are to be returned to the same place, on the date and at the time indicated in the letter for hire. The vehicles are handed over in good condition, in working order and without any visible faults as the condition is documented by a photo taken at the time of the handing over of the vehicle.

Motonoleggio Piemonte reserves the right to annul the contract and take possession of the vehicle at any time at the expense of the Customer if the vehicle should be used in violation of the subsequent art. 5 or in omission of payment of a previous invoice.

Any down-payment shall be returned within thirty days following the return of the vehicle, after compensation of any debts of the Customer.

2. DAMAGE AND THEFT.

If the vehicle is lost, any type of damage caused or suffered by the vehicle, even if due to theft or accidental causes, during the hire, the Customer shall pay as compensation upon request from Motonoleggio Piemonte the amount corresponding to the damage and connected costs, except in the cases set out below:

a) The hiring station has a specific coverage, which is an integrating part of this contract and that here is intended as entirely quoted, which provides:

- RCA (Automobile Liability Insurance) with maximum coverage not less than €. 5,000,000.00;
- Driver accidents maximum coverage €.50,000.00. The sum shall be paid net of any damages caused to the hired vehicle;

- Fire and theft .

3. DEBITS.

The Customer shall pay (or reimburse if advanced by Motonoleggio Piemonte) upon simple request from Motonoleggio Piemonte, the sum of:

- a) time and kilometric debits calculated according to the rates indicated in the letter for hire or according to the rates in force; the minimum charge of hire is equivalent to twelve hours of hire and any fractions of a day over 45 minutes shall be debited by another day (24-hours rate) of hire; as per beginning of paragraph of art. 1, the time debit shall be calculated as if the return had taken place at the date of re-opening of the receiving station;
- b) debits for exemption of damages, exemption of theft and fire according to the rates indicated in the letter for hire or according to the rates in force, if foreseen;
- c) any debits for refunding penalties of damages in the aforementioned art. 2;
- d) charges for missing fuel, including the operating costs of the filling station carried out by Motonoleggio Piemonte, if the Customer does not return the vehicle with at least the same quantity of fuel supplied at the time of collection;
- e) charges for non-return of the vehicle, according to the rates in force at the time of signing the letter for hire ;
- f) costs sustained for delayed payment of amounts due. The Customer shall also be held to pay interest corresponding to the official discount rates increased by five percentage points, calculated on a daily basis. The customer shall also be held, still for recovery of credits, to pay all the legal costs and any costs out-of court that are sustained by Motonoleggio Piemonte to recover the sums due;
- g) any fines, penalties, legal costs or other imposed on Motonoleggio Piemonte by law, and the related operating costs for the recovery of credit, deriving from the use of the vehicle while hired, unless these are ascribable to the fault of Motonoleggio Piemonte; in this case, however, the Customer, or any other person, shall not be relieved of the responsibility toward any authority for his/her illegal conduct.

The customer who uses a credit card accepts that the hiring charges and any auxiliary expenses mentioned above shall be debited to his/her account.

The possibility is explicitly foreseen for both parties to annul the hiring contract with previous notification of 96 hours with no costs debited. In the case of annulment with notification less than 96 hours, Motonoleggio Piemonte shall keep the deposit paid as compensation for damages and, in the case of non-fulfilment, shall return the deposit increased by an amount equivalent to 20% of the same.

4. EXEMPTION FROM RESPONSIBILITY.

Within the limits set by the law, Motonoleggio Piemonte shall not be held liable for any damage suffered by the customer or by third parties deriving from the use of the vehicle or losses or damage to goods belonging to the Customer left in the vehicle, or for damage or inconveniences that result from delay in delivery, break-downs or any other cause beyond the control of Motonoleggio Piemonte.

5. CONDITIONS OF USE.

The customer is to take care of and use the vehicle with the necessary attention and in particular shall not allow the vehicle to be used:

- a) for the transport of persons and/or goods for commercial purposes;
- b) to push or tow vehicles, trailers or other;
- c) in races, tests or competitions;
- d) by the Customer or the Driver under the influence of alcohol, drugs, hallucinatory drugs, narcotics, barbiturates or any other substance that diminishes the senses or capability to react;
- e) in violation of Customs or traffic regulations, or other regulations;

f) driven by a person who is not the Customer unless this person has been previously indicated in the letter for hire and has been authorised by Motonoleggio Piemonte;

g) out of Italy without authorisation from Motonoleggio Piemonte and without the additional insurance, where required.

It is strictly forbidden to rent to third parties in any way.

The customer shall use all the anti-theft devices fitted on the vehicle every time this is parked and left, even if in closed and/or attended car park.

Motonoleggio Piemonte reserves the unappealable right not to hand over the vehicle if the customer presents him/herself in an unsuitable psycho-physical condition.

6. INSURANCE.

Motonoleggio Piemonte supplies the insurance coverage as policy stipulated with XXX insurance company, that is intended herein completely covered for the persons who use the vehicle with the permission of Motonoleggio Piemonte (and not in other cases). The customer, upon request can examine the contents of the relevant policy in the rooms of the hiring station. Besides the public liability policy, the motorcycles and mopeds are also covered against theft/fire and injuries to the driver. The capital foreseen only in cases of death shall be settled in favour of Motonoleggio Piemonte, who shall settle it with the heirs net of damages to the hired vehicle.

7. ACCIDENTS.

Any accidents are to be reported to Motonoleggio Piemonte within 24 hours of the event;

if necessary the customer shall immediately report the accident to the competent authorities and send a copy by fax to Motonoleggio Piemonte within 24 hours of the said report. An "accident report" form attached to the vehicle documents is to be filled in at the time of the accident and handed over to Motonoleggio Piemonte when returning the vehicle. The Customer, in the event of a dubious situation, shall not acknowledge his/her responsibility and is to take action to obtain information from witnesses and other vehicles involved. The Customer undertakes to cooperate with Motonoleggio Piemonte and the insurers of Motonoleggio Piemonte in any investigation and/or legal procedure.

8. BREAK-DOWNS, DAMAGES.

In the case of break-downs and damage to the vehicle not caused by fraudulent intention or fault of the customer, that preclude the possibility to continue the journey, Motonoleggio Piemonte shall provide, if possible, the immediate replacement of the vehicle. If this is impossible, Motonoleggio Piemonte shall reimburse the part of the rental regarding the period the vehicle has not been used. Reimbursement and above-mentioned replacement shall be excluded in the case of break-down and damage ascribable to improper use of the vehicle by the customer.

The customer shall inform Motonoleggio Piemonte of the event, following the instructions attached to the vehicle documents. The customer shall not make any decisions unless upon precise and explicit authorisation from Motonoleggio Piemonte. Abandonment of the vehicle and/or travelling out of Italy without authorisation shall cause the loss of any possibility to use the Courtesy Service, and the customer shall be held to reimburse all direct and indirect charges, for the vehicle recovery to Motonoleggio Piemonte. The customer does not have the right to reimbursement of costs for vehicle repairs unless previously authorised by Motonoleggio Piemonte for repairs over €. 100.00, it remaining obligatory in any case to document the expenses borne. In the case of punctures and/or damage to the tyres the customer shall replace, at his/her own expense, the damaged tyres. The return of the vehicle with repaired tyres is not accepted.

9. JOINT AND SEVERAL OBLIGATIONS .

The person who signs this letter for hire in the name of and on the behalf of other person and/or company shall respond to the joint and several obligations assumed in person to Motonoleggio Piemonte.

10. COMPETENT COURT.

The competent Court shall be exclusively that of Turin.

11. PRIVACY

The customer has been informed that, in compliance with the Executive Order 196/03 and subsequent amendments, the data supplied by the Customer may be handled in conformity with these provisions.

The owner of the processing, in accordance with the Privacy Code, is Motonoleggio Piemonte di Rosso Massimiliano with offices in Costigliole D’Asti (AT), Via Scotti 78.

The data shall be used for economic purposes of Motonoleggio Piemonte di Rosso Massimiliano.

Furthermore, the data may be used by Motonoleggio Piemonte to permit the competent authorities to forward notifications to the customer who has violated the Highway Code or any other legal regulations.

The handling of the data shall be by means of appropriate equipment and shall guarantee the security and privacy of the same, and shall be managed by the physical persons specifically assigned in accordance with the Privacy Code.

The customer can obtain at any time the information concerning art. 7 of the Privacy Code and exercise the relevant rights by sending a registered letter to : Motonoleggio Piemonte di Rosso Massimiliano with offices in Costigliole D’Asti (AT), Via Scotti 78.

With regard to the handling of personal data, the Customer freely gives consent to the handling.

Costigliole d’Asti, dated

Signature for acceptance.....

According to and for all practical purposes of articles 1341 and 1342 of the Civil Code, the following conditions are explicitly approved: 1 (collection and return), 2 (damages and theft), 3 (debits), 4 (exemption from responsibility), 5 (conditions of use), 6 (insurance), 7 (accidents), 8 (break-downs and damages), 9 (joint and several obligations) and 10 (competent Court).

Costigliole d’Asti,

Signature of acceptance