

GENERAL TERMS AND CONDITIONS

1. WHEREAS

1.1 The website <https://commercianti.unipolrental.it/> is owned by UnipolRental S.p.a., a company with registered office in Reggio Emilia (42124), Via G.B. Vico 10/C, certified email address unipolrentalspa@pec.it, share capital EUR Euro 25,000,000.00, fully paid up, Italian tax ID and registration number in the Reggio Emilia Register of Companies 01610670356, VAT no. 03740811207, Economic and Administrative Index 199204, a single-member company under the management and coordination of Unipol Gruppo S.p.A. and a part of the Gruppo Assicurativo Unipol, registered with the Italian Register of Holding Companies under no. 046 (hereafter UnipolRental), which is responsible for its management. The General Terms and Conditions set forth below govern the use of the services offered by UnipolRental on the Website for online auctions of used Vehicles owned by it.

1.2 UnipolRental is the holder of e-commerce authorisation according to SCIA [certified report of the launch of operations] reference number TDDFNC61R06B399Y-202103041041-2156468 submitted to the Municipality of Reggio Emilia.

1.3 In order to be able to use the services offered by UnipolRental on the Website and to be able to participate in online auctions of used Vehicles owned by UnipolRental, Users – who must be exclusively professionals from the automotive sector – must register on the Website in accordance with Article 3 below of these General Terms and Conditions.

1.4. UnipolRental shall have the status of Contractual Party. As the owner of the Vehicle, it shall sell it to the Buyer by Auction using the Website trading platform.

1.5 Registration on the Website shall entail acceptance of these General Terms and Conditions. UnipolRental may amend these General Terms and Conditions at any time by publishing a new version on the Website. The new General Terms and Conditions shall take effect automatically 15 (fifteen) days after the date on which they are published on the Website.

2. DEFINITIONS

For the purposes of these General Terms and Conditions, the terms referred to below shall have the following meanings, although any terms defined in the singular shall be deemed to cover also the plural, and vice versa:

UnipolRental S.p.A.



via G. B. Vico, 10/C - 42124 Reggio Emilia (Italia) - unipolrentalspa@pec.it - tel. +39 0522 940 610 - fax +39 0522 940 626
Capitale sociale i.v. Euro 25,000,000,00 - C.F. e Registro Imprese R.E. n° 01610670356 - P. IVA 03740811207 - R.E.A. 199204
Società unipersonale soggetta all'attività di direzione e coordinamento di Unipol Gruppo S.p.A. e facente parte del Gruppo Assicurativo Unipol iscritto all'Albo delle società capogruppo al n. 046

www.unipolrental.it

“**Buyer**” means any person who purchases a used Vehicle using the Website trading platform;

“**Auction**” means the manner in which the sale is concluded on the Website, involving an auction with progressively increasing prices submitted by Registered Users;

“**Italian Road Traffic Code**”: means **Italian Legislative Decree 285/1992**;

“**Contract**” means the contract of sale for the used Vehicle concluded between UnipolRental and the Buyer;

“**Eurotax blu**” means a specialist publication from the automobile appraisal sector, which is used by traders and provides an estimate of the amount that the Buyer is likely to spend in order to acquire a used Vehicle;

“**CMR Form**” means the international consignment note, i.e. the document attesting acceptance of delivery of a shipment in relation to the carriage of goods by road where the place of loading and the place of delivery are situated in two different countries.

“**Offer**” means the offer to sell made through the Website trading platform;

“**Contractual Parties**” mean UnipolRental as the Seller, on the one hand, and the Buyers, on the other hand, under the contract of sale for the Vehicles; the Buyer must be exclusively a firm or company that is a professional operator from the motor vehicle trade sector;

“**Reserve Price**” means the minimum amount that UnipolRental is willing to accept for the sale of its Vehicles;

“**Auction Starting Price**” means the minimum asking price in the Auction set by UnipolRental;

“**Bid**” means a bid placed through the Website trading platform during an Auction;

“**Regulations implementing the Italian Road Traffic Code**” mean Italian Decree of the President of the Republic 495/1992;

“**Website**” means the website <https://commercianti.unipolrental.it/>, comprised of a body of related web pages, namely a hypertext structure of information documents stored on a web server accessible to the end user using a common search engine and/or a website address entered using a web browser;

“**Registered User**” means any person who has completed the process of registering on the Website, who is allocated a user code;

“**Vehicles**” mean the used Vehicles owned by UnipolRental;

“**Seller**” means UnipolRental S.p.a.;

3. REGISTRATION ON THE WEBSITE

3.1 It is necessary to register on the Website in order to participate in Auctions. It is acknowledged that registration on the Website does not establish any entitlement for those wishing to obtain the status of a Website User, and UnipolRental S.p.a. may decide at its absolute discretion whether or not to accept requests for registration. Registration shall occur by completing the dedicated online “Registration Form”, entering the data required correctly and in full. Registration on the Website shall entail the conclusion of a contract between UnipolRental S.p.a. and the Registered User concerning the usage of the Website and participation in Auctions, as well as the acceptance of these General Terms and Conditions. Upon registration the User is obliged to state both an email address, which shall then constitute its username, as well as its certified email address (“pec”), to which all communications will be sent. Authorisation as a Registered User shall be granted by an email communication sent by UnipolRental. To that effect, the User shall be sent an email granting access to the reserved area for Auctions, where it is possible to set an access password, which must be kept secret.

3.2 Each User may register once only. The account created upon completion of the registration process is not transferable to other people.

3.3 In order to register, the prospective User must upload a chamber of commerce extract for its own business in order to demonstrate that it is a non-retail professional operator from the automotive sector. In particular, upon registration it is necessary to submit (i) a copy of an up-to-date chamber of commerce extract from within the last 6 months of operations for the Company or firm; (ii) a copy of a valid identification document of the legal representative of the Company as stated in the chamber of commerce extract, or a copy of an identification document of the owner of the firm as stated in the chamber of commerce extract. The documents requested must be submitted using the two buttons present on the Registration Form.

3.4 It is prohibited to register on the Website under a false name and the data requested by UnipolRental S.p.a. upon registration must be correct and complete. The Registered User further undertakes to report any change to its data promptly to UnipolRental S.p.a. The Registered User may withdraw at any time without notice from the contract provided for under clause 3.1. above, which is concluded with UnipolRental by registering on the Website. In order to do so, the Registered User shall be required to give written notice of withdrawal, which must be sent by certified email to the following certified email address of UnipolRental: unipolrentalspa@pec.it . Similarly, UnipolRental shall be entitled to withdraw at any time without notice from the contract concluded with the Registered User as provided

for under clause 3.1. above by written notice, which must be sent by certified email to the certified email address indicated by the User upon registration.

4. - PARTICIPATION IN AUCTIONS. OBLIGATIONS OF REGISTERED USERS

Participation in UnipolRental Auctions is open exclusively to professional operators from the automotive sector, and is expressly precluded for consumers who are natural persons. Documentation establishing that the Registered User is an operator that is permitted to participate in the Auction shall be transmitted by the Registered User upon registration on the Website. In order to participate in Auctions, upon receipt of authorisation from UnipolRental, the Registered User must click the "Accept" button, thereby declaring that it expressly accepts these General Terms and Conditions.

5. VERIFICATION, REFUSAL OR REVOCATION OF AUTHORISATION TO PARTICIPATE IN AUCTIONS

UnipolRental reserves the right to verify the accuracy of the information provided by Users upon registration on the Website. After verifying the accuracy of all of the information provided, UnipolRental shall send an email to the Registered User authorising it to participate in the Auction. Should that verification establish that a Registered is not a professional operator from the automotive sector or that any other information provided is not accurate, UnipolRental will send an email refusing the User's request to register on the Website. If authorisation is revoked for a User, any subsequent request for authorisation shall be prohibited unless UnipolRental has previously consented to re-registration. Every Registered User is authorised in turn to cancel its own registration at any time with future effect.

ACCESS, INTERFERENCE AD INTELLECTUAL PROPERTY

6.1 The information contained in the Website is the exclusive property of UnipolRental. The User undertakes to refrain from using robots, spiders, crawlers or other automated means in order to access the website without the express, written approval of UnipolRental. The User further undertakes to refrain from (i) carrying out any action that entails or, at the exclusive discretionary assessment of UnipolRental, may entail an information overload that is disproportionately high for its infrastructure; (ii) copying, reproducing, modifying or creating activities derived from the Website or distributing or publicly displaying any content (with the exception of the User's own information) from the Website without the prior approval of UnipolRental, intimated in

writing by certified email, and of any third parties entitled to grant such approval; and (iii) interfering or attempting to interfere with the proper operation of the Website.

6.2 The User expressly acknowledges and accepts that the Website and its contents, including trade marks, distinctive signs and databases (the “Intellectual Property”), are the property of UnipolRental and the Unipol Group or have been granted to them under licence by third parties and that the Intellectual Property is protected by the relevant applicable national and international legislation. The User accordingly undertakes to refrain from using, copying, distributing, publishing, reproducing, modifying or otherwise disposing of the Intellectual Property or of any other information present on the website except insofar as strictly necessary in order to use the Website in accordance with these General Terms and Conditions of Agreement and the related annexes. Any usage of the trade marks or distinctive signs of UnipolRental, the Unipol Group and/or any third parties is absolutely prohibited without specific, written approval.

6.3 The User undertakes to indemnify and hold harmless UnipolRental in respect of any per loss, damage, charge, expense, claim or request for damages that it may incur or receive from any third party as a consequence of a breach of the terms set forth in clauses 6.1 and 6.2 above.

7. ARRANGEMENTS FOR HOLDING AUCTIONS

7.1 UnipolRental holds online auctions for its own used Vehicles through the Website. The Vehicles put up for auction by UnipolRental shall be described in detail and accompanied by digital photographs in the relevant window visible upon access to the Website by the Registered User. UnipolRental shall set an Auction Starting Price, which shall be visible to Users, for each Vehicle put up for auction, as a result of which participating Users will be unable to submit lower Bids. Each individual Auction shall have a maximum duration after the relevant start time, as specified from time to time by UnipolRental. Bids, which shall be deemed to include any bids submitted by registered Users authorised to participate in Auctions, may be submitted until the time specified by UnipolRental for the duration of the Auction. A Registered User that submits a Bid during the course of the Auction shall remain bound by its Bid unless and until a Bid is submitted by another Registered User for a higher price. If upon conclusion of the Auction no Bids have been received that are deemed to be commensurate with the value of the item, UnipolRental reserves the right not to sell the Vehicle. In the event that two or more Registered Users submit Bids for the same price, provided that the Bids are not lower than the Auction Starting

Price, the Bid that was submitted first shall be deemed to have the higher or highest price (in the event of “sealed bid” auction sessions).

7.2 Any Bids submitted in accordance with these Terms and Conditions shall constitute a commitment to buy by the User. Auctions should only be participated in and Bids should only be submitted if it is intended to purchase a Vehicle. Before submitting a Bid, the User must examine in detail the Vehicle in which it is interested, as displayed in the window, scrupulously and carefully checking the photographs comprising an integral part of the Vehicle information details in order to assess the specification level, accessories and the Vehicle as a whole. Please note that any minor damage resulting from ordinary wear and tear present on the Vehicle put up for auction may not be subsequently objected to by a User who has successfully bid for the Vehicle, and shall not result in any reimbursement, as shall also be the case for all damage clearly indicated in the photographic report or stated in the appraisal. Damage resulting from usage shall be described in full in the relevant appraisal for each Vehicle put up for auction, which may be consulted in the relevant window relating to the Vehicle.

7.3 Upon termination of the Auction, UnipolRental shall allocate the Vehicle for sale on the basis of the Bids received. UnipolRental shall identify the successful bidder based on the highest Bid, without prejudice to the limit represented by the Auction Starting Price and without prejudice to the terms of clauses 7.1 and 7.2. above. Upon the identification of the successful bidder, a contract of sale concerning the Vehicle shall be deemed to have been concluded and the Contractual Parties shall be obliged to comply with their respective obligations. In particular, the User identified as the successful bidder shall pay the amount due in accordance with the instructions received from UnipolRental, whilst UnipolRental shall, upon receipt of payment: (i) release the Vehicle for collection along with any essential accompanying documents; (ii) take any action necessary in order to obtain the registration of the transfer of ownership in the Public Register of Motor Vehicles; and (iii) furnish the buyer with a warranty of title and against any faults other than those indicated in the appraisal or in the Vehicle description, as visible in the photographic report. The location at which the contract is concluded shall be the registered office of UnipolRental as indicated in Article 1 above.

7.4 UnipolRental shall inform the bidder identified as the successful bidder by email. The notice identifying the bidder as the successful bidder shall provide the information necessary in order to make payment, which must be made by bank transfer into the current account held by UnipolRental with IBAN IT 22 R 02008 05364 000001778917 no later than 10 days after the successful bidder was

identified, failing which the decision identifying the bidder as the successful bidder shall be cancelled and it shall be barred from the portal. UnipolRental shall retain ownership of the Vehicle sold until the price has been received in full, and hence that right shall only pass to the Buyer after the above payment has been made. Once payment in full has been registered, the User identified as the successful bidder shall be informed by email as to when and where the Vehicle will be available to be handed over. The risk of damage to or the destruction of the Vehicle shall be borne by the Buyer with effect from the day following that on which the Vehicle was made available to be handed over. Vehicle collection shall occur at the responsibility and cost of the Buyer. In addition to the purchase price for the Vehicle, the User shall be obliged to pay a further amount to cover administrative costs of €150.00, including VAT, if the Vehicle is purchased for domestic usage or of €122.00, including VAT, if the Vehicle purchased is intended for export. Those amounts shall be added to the Vehicle purchase price.

7.5 Transportation costs shall be borne by the Buyer. The Vehicle must be collected within 15 days of the notice by which UnipolRental informs the Buyer concerning the time and place of collection as specified in clause 7.4. above. Upon expiry of that period, UnipolRental shall be entitled to charge the Buyer of the Vehicle a parking charge of € 5.00 for each day of delay. In the event of a foreign sale associated with a requirement of a vehicle motor ordinance test pursuant to Article 103(1) of the Road Traffic Code (Italian Legislative Decree no. 285/1992), a contract shall be deemed to have been concluded in relation to the individual Vehicle subject to the condition precedent of cancellation from the National Vehicle File and the Public Register of Motor Vehicles (PRA) on the directions of the competent office. The Buyer acknowledges and accepts that UnipolRental: i) may not be held liable in any way should the Vehicle fail to pass the motor ordinance test provided for under Article 103(1) of the Italian Road Traffic Code; ii) shall not be obliged to make any modifications and/or improvements and/or alterations or to carry out any maintenance work of any type or form whatsoever on the Vehicle in order to ensure that it is fit to pass that motor ordinance test; iii) reserves the right at its absolute discretion to cancel the sale of any Vehicle that has not passed a motor ordinance test and to definitively cancel the decision identifying the successful bidder and the entire sale procedure, and to reimburse to the party identified as the successful bidder the amount paid by it, without interest. Upon receipt of the vehicle sold, the Buyer undertakes, exclusively in the event of a foreign sale, to send to UnipolRental a copy of the CMR Form (*Convention Marchandises Routières*), with the part reserved for it duly stamped and signed as demonstration of proper receipt of the item purchased within no more than 5 days after receipt of the vehicle.

8. POST-SALES CLAIMS

8.1 If upon receipt by the Buyer a Vehicle features damage to the bodywork or interior or lacks any accessories and/or components that were not reported in the appraisal and were not clearly visible in the photographs published on the Website, the Buyer must report by email, within the statutory time limits, any damage identified and/or any missing accessories/components, enclosing a detailed cost estimate according to the format approved by the Italian National Association of Insurance Undertakings [ANIA], including spare part codes, photographs of the damage and the consignment note, which must indicate the damage or the missing accessories and/or components objected to upon collection of the Vehicle.

8.2 If the damage or the missing accessories/components objected to were visible in the photographs published on the Website, were indicated in the appraisal (ANIA document published) or were mentioned in the notes to the appraisal, UNIPOLRENTAL shall not be obliged to reimburse any amount or to reduce the price in accordance with Article 1491 of the Italian Civil Code.

8.3 Should the Buyer identify any mechanical defects that were not reported in the appraisal, provided under all circumstances that they were not evident in the photographs published on the Website, the Buyer must report the damage identified to UnipolRental by certified email within the statutory time limits, which start to run from the time they are discovered, enclosing a detailed cost estimate including spare part codes and any photographs.

Should it confirm the actual existence of any damage objected to by the Buyer that was not declared in the appraisal and not visible in the accompanying photographic documentation, UnipolRental may reach agreement with the latter concerning the repair of the damage at an approved workshop or agree to a reimbursement, unless the Buyer has already requested a reduction in the price.

No reimbursements shall be paid in relation to any misunderstandings concerning the colour of the Vehicle.

Any requests for reimbursement to cover losses for an amount below a threshold of €300.00, including VAT, shall not be taken into consideration.

Any requests relating to consumable materials (including but not limited to the clutch, brakes, etc.) shall not be taken into consideration.

Any damage relating to wear and tear (in accordance with Annex 1 - Technical Specifications) shall not be taken into consideration.

Reports must be submitted by email no later than 72 hours after the Vehicle was collected.

9. MODEL DISCREPANCIES

In the event of any discrepancy between the model presented/described in the Auction and the Vehicle delivered to the Buyer, UnipolRental may grant a reimbursement calculated on the basis of the EUROTAX BLU difference between the two models for the month of sale, subject to a percentage reduction to take account of the mileage and age of the Vehicle.

10. WITHDRAWAL

The Buyer shall only be entitled to withdraw from the sale of a Vehicle under the circumstances provided for below, and under no others: (a) if the Seller is not entitled to sell it; (b) if any transcriptions or registrations have been made in favour of a third party in the Public Register of Motor Vehicles; or (c) in the event of proven tampering with the odometer, subject to a tolerance of 15%.

11. DATA PROCESSING

[•] Subject: Privacy Policy pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereafter “GDPR” or the “Regulation”) - We hereby inform you that, by virtue of your capacity as a User of a Vehicle owned by UnipolRental S.p.A. leased to your employer company – or as the case may be another related company – your personal data will be processed within the meaning of Article 4 of Regulation (EU) 2016/679 in accordance with the legislation referred to above and subject to the confidentiality requirements that guide the activities of our Company. We would like to inform you in particular as follows:

a. Details of the Controller.

The Controller is UnipolRental s.p.a., with registered office in Via G.B. Vico 10/C - 42124 Reggio Emilia – email: privacy@unipolrental.it (hereafter, the “Company”).

b. Purposes and methods of processing.

Personal data relating to the data subject are collected and processed in order to enable this Company to carry out the following activities:

To manage the contractual relationship or comply with the obligations under the Vehicle lease or fulfil specific requests made by the User;

To process fines imposed on leased Vehicles, enabling the details of the person responsible for the fine to be established quickly and his or her name to be provided to the competent law enforcement authorities;

To provide roadside recovery services in order to ensure the personal safety of Vehicle drivers and any third parties transported, providing an immediate and direct communication channel with the body responsible for the management of contacts with medical and road recovery services;

To guarantee the security of the Vehicle leased in order to safeguard Vehicles owned by the Company, and to ensure more timely and effective intervention in the event of any emergencies;

To enable extraordinary maintenance to be carried out in the event of any defects or malfunctioning, providing more efficient support to drivers;

To provide custody and fleet management services, optimise CO2 emissions and contain logistical costs.

The legal bases for the processing carried out are, depending upon the specific individual purposes, compliance with a legal obligation to which the Company – or the lessee company, having transferred it under contract to UnipolRental S.p.a. – is subject, or performance of a contract in which it has an interest.

The personal data of the data subject shall be processed by staff authorised to perform data processing pursuant to Article 29 of Regulation (EU) 2016/679 and shall be collected by our Company.

The processing of personal data for those purposes shall occur using electronic and manual systems, according to logical criteria that are compatible with and conducive to the purposes for which the data were collected, in accordance with the confidentiality and security requirements laid down by Article 32 of the Regulation in order to preserve their integrity and to prevent access to them by unauthorised persons. Some personal data will also be processed on behalf of the Company by third party companies or professionals which, as outsourced Controllers, provide specific processing services or carry out activities that complement our own.

Users' particulars cannot be cross-referenced with any information obtained from tracking devices for purposes related to: the assessment of the insurance risk; credit protection; the planning of maintenance work, including with a view to reducing costs; the monitoring of the characteristics or quality of the information collected.

c. Categories of recipient of personal data.

Within the ambit of the processing carried out for the purposes mentioned above, the personal data of Users, or of some of them, may be disclosed to third parties or entities that may carry out processing for that purpose on our behalf and in accordance with our instructions.

d. Transfer of personal data to a third country.

Your personal data will not be transferred abroad although, should this occur, they will be processed in accordance with the legislation governing data transfers to a non-EU country and, if necessary, agreements shall be concluded to guarantee an adequate level of protection or contractual guarantee clauses shall be adopted.

e. Storage period.

Personal data shall be stored in full throughout the period that is strictly necessary in order to achieve the purposes provided for under the hire contract or in order to comply with statutory obligations and for a period of ten years thereafter, where expressly provided for by law. The Company envisages the further retention of some personal data on an open-ended basis for the exercise or defence of its own rights within any proceedings and in particular within court action.

f. Rights of the data subject.

The applicable law grants data subjects a number of rights, which we invite you to consider carefully. These include in particular the rights to:

1. Access the following information:

- a. the purposes of processing;
- b. the categories of personal data concerned;
- c. the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
- d. the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;

2. Rectification, which is taken to mean:

- a. the rectification without undue delay of any inaccurate personal data relating to you;
- b. the completion of incomplete personal data, including by way of a supplementary declaration;

3. Cancellation without undue delay of any data relating to you if:

- a. the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- b. consent has been withdrawn and there is no other legal basis for processing;
- c. you object to the processing and there are no overriding legitimate grounds for processing;
- d. personal data have been unlawfully processed;
- e. personal data must be erased to fulfil a legal obligation;

f. personal data have been collected in relation to the offer of information society services;

4. Restriction of data processing

a. should you dispute the accuracy of the personal data, for a period enabling the controller to verify the accuracy of the personal data;

b. if processing is unlawful, and the data subject objects to the erasure of the personal data, asking instead that the usage thereof be restricted;

c. if the personal data are required by the data subject for establishment, exercise or defence of a legal claim, provided that the Controller no longer requires them for the purposes of processing;

d. if you object to processing by exercising a right to object.

5. Receive notification of any rectification or erasure of personal data or any restriction of processing.

6. Data portability, or the right to receive your personal data in a structured, commonly used and machine-readable format and the right to request their transmission to another controller where:

a. processing is based on the consent provided by the data subject for one or more specific purposes or given in accordance with a contract concluded with the data subject;

b. processing is carried out by automated means.

7. Object on grounds related to your particular situation at any time to processing of personal data concerning you.

You have the right to lodge a complaint with the Italian Data Protection Authority [*Autorità Garante per la protezione dei dati personali*].

Please contact the Controller in order to exercise any of the rights mentioned above, sending a registered letter with advice of delivery or an email to the address: privacy@unipolrental.it.

g. Source of personal data.

Your personal data have been provided to us by the lessee company of the motor vehicle that you use or by another company on the instructions of the lessee company.

12. APPLICABLE LAW AND JURISDICTION

12.1 Italian law shall be applicable to any legal relationship arising in relation to registration and usage of the Website and in relation to the identification of the successful bidder in an Auction concerning Vehicles owned and sold by UnipolRental.

12.2 Exclusive jurisdiction over any dispute that may arise with UnipolRental in relation to the implementation or interpretation of these General Terms and Conditions shall lie in Reggio Emilia.

13. DISCLAIMER

13.1 UNIPOLRENTAL declines any liability whatsoever in relation to any errors, omissions, interruptions, delayed operations or transmissions, connection failures or unauthorised access to or inference with communications of Registered Users.

13.2 UnipolRental declines any liability in relation to any problem or technical malfunction of any telecommunications network or telephone line, online computer system, server or internet access provider, IT hardware, software or internet traffic congestion, including violations or damage caused to computers or other devices of Registered Users resulting from the use of the Website.

13.3. UnipolRental shall not under any circumstances be held liable for any losses or damage resulting from the use of the Website.

