



## **PLOSE SKI S.p.A.**

### **Mountincarts Rental regulations and conditions (Version of 1/06/2024)**

The lessee ("Customer") of the Mountain Cart of the company PLOSE SKI S.p.A., whose signature appears on this contract, rents from the aforementioned company (also "Lessor") the Mountaincart (hereinafter, also "Cart") on the terms and conditions set out on this contract, which the lessee accepts and undertakes to comply with.

1. In order to obtain a rental of one or more Carts (up to a maximum number of 10 Carts), the Customer must be of age (+ 18 years), must fill out the document provided by the Lessor and present a valid identity document, of which the Lessor will make a digital copy.
  - a. Minors over the age of 12 and over the height of 150 cm, may use the Cart on their own, but they have to be accompanied by an adult Customer on a different Cart, who assumes all responsibility for himself/herself and for the aforementioned minors (+ 12 years and + 150 cm in height).
  - b. Instead, minors under the age of 12 years and under the height of 150 cm, cannot have their own Cart, but may go down sitting on the legs of an adult, who assumes all responsibility for himself and for the aforementioned minors (-12 years and <150 cm height).
2. In the case of the rental of Carts by several Customers forming a group (considered to be of 10 persons or more), an adult identified within the group, will assume all responsibility for himself and for all the group members.
3. As mentioned above, before taking possession of the Cart, the Customer must hand over his/her identity document and make payment in accordance with the tariffs in force at the time of rental.
4. Upon delivery of the Cart, the Customer and the Lessor will check the Cart's functional status. By accepting delivery of the Cart, the Customer acknowledges that it is mechanically efficient and declares that he/she has checked it beforehand. When the Cart is returned, the Lessor's staff will check the condition of the Cart to ensure that no damage has been caused to the Cart during the ride.
5. The Cart must be used exclusively along the permitted route, with due diligence, care and common sense. The Customer undertakes to use the Cart in a safe manner for himself/herself and others, and to avoid conduct that could lead to potential or actual damage, to persons, the Cart and its accessories.
6. It is strictly forbidden to use the Cart under the influence of alcohol, drugs, or medicines that may alter the Customer's psycho-physical state and compromise attention, perception, behavior, intellectual abilities, motor skills, etc.
7. While renting the Carts, it is strictly forbidden to wear sharp objects that may compromise the safety of customers and other persons.

8. During the ride it is forbidden to give the Cart, even for a short period, to a person other than the Customer who rented the Cart, unless otherwise agreed with the Lessor.
9. The Lessor assumes no liability in the event of improper use of the Cart and/or non-compliance with these Rental Regulations and Conditions.
10. The use of the Cart presupposes the physical fitness and technical ability of the person who intends to drive it. Consequently, by renting the Cart, the Customer declares, for himself and for any persons under his responsibility, that he is in possession of the appropriate abilities and skills.
11. Any fact, damage or accident resulting from the use of the Cart and/or its equipment is the sole responsibility of the driver of the Cart, or of the person who has assumed responsibility for it. The Customer is therefore liable for any damage caused, during the use of the Cart, to himself/herself, third parties, property, the Cart and/or equipment. The Customer declares to accept the rental under his/her own and exclusive responsibility, declaring – from the outset - that he/she will not make any claims for refund, compensation or damage payments against the Lessor in connection with the rental.
12. In the event of damage and/or breakage caused to the Cart, the Customer undertakes to pay for the damage caused, which shall be quantified by the Lessor at the time of the return of the Cart.
13. In case of failure to return the Cart, the Customer must pay the amount of euro 3,000.00, no later than 15 days after the end of the rental period, upon verbal or written request by the Lessor. Instead, in the event of damage to the Cart - due to non-compliance with these Regulations - the Customer must pay an amount from euro 500.00 (five hundred/00) to euro 2,500.00 (two thousand five hundred) in the manner described above. Failing this, the Lessor will bring a formal complaint to the competent authorities.
14. The Lessor is entitled to refuse - at its sole discretion - to rent the Cart to a person who is not considered capable of driving it for any reason.
15. The signing of the rental agreement by the Customer, as well as by the persons under his/her responsibility, presupposes the knowledge and unconditional acceptance of these Regulations and Conditions, of the laws referenced or applicable to the case in question, of the tariffs in force, and of the opening and closing times of the rental service.
16. Violation by the Customer of even one of the provisions of these Rental Rules and Conditions entitles the Lessor to terminate the agreement with immediate effect and to withdraw the Cart(s) rented by the Customer.
17. Within the scope of the rental contractual relationship, the Customer's Personal Data (as defined in Art. 4 GDPR) are processed by PLOSE SKI S.p.A., as Data Controller in full compliance with EU Regulation 2016/679 (GDPR), pursuant to Legislative Decree 196/2003 as amended by Legislative Decree 101/18, as well as in compliance with applicable legislation. More information with respect to the processing of the Customer's Personal Data can be found in the Privacy Policy pursuant to Article 13 GDPR.
18. The rental relationship and any other relationship arising from it, are governed by Italian law. For any dispute arising from the relations regulated by these "Rental Rules and Conditions", without prejudice to the provisions of Article 33, paragraph 2, letter u, of the Consumer Code (Legislative Decree. 206/2005), i.e. the Court, where the Consumer resides or is electively domiciled, the Court of Bolzano has exclusive jurisdiction.