



## **CARGO VEHICLE USE SUPPLEMENTARY CONDITIONS**

(Valid and binding as of 1 January 2023)

### **1. Introduction**

Eni Sustainable Mobility S.p.A. having a sole shareholder, with registered head office in Viale Giorgio Ribotta no. 51 – 00144 Rome, Tax Identification No., VAT no. and Companies House of Rome Register No. 11403240960, R.E.A. Rome 1676444, subject to direction and coordination by Eni S.p.A. (the “Contract Holder”) has introduced vehicles for goods transport (“Cargo Vehicle(s)”) to its Service Vehicle fleet. These can be identified by the Client through a special pushpin on the Enjoy App and on the [enjoy.eni.com](http://enjoy.eni.com) website.

With this supplementary document (“Cargo Vehicle Use Supplementary Conditions”) to the Regulations and General Contract Conditions, considered incorporated by reference, the Contract Holder intends to regulate the specific terms of use of Cargo Vehicles. Clearly, for anything not regulated by these Cargo Vehicle Use Supplementary Conditions, the terms, definitions and conditions of use of the Service contained in the Regulations and in the General Contract Conditions will be applied where appropriate to each Cargo Vehicle Rental.

### **2. Rules of Use for Cargo Vehicles**

A Client that intends to rent a Cargo Vehicle, where present, through the Service, must comply with the Service Regulations and General Conditions as well as these Cargo Vehicle Use Supplementary Conditions which, at the Cargo Vehicle Rental Start Time, the Client declares to know and accept.

Before the Cargo Vehicle Rental Start Time, the Client must also ensure that the cargo compartment of the vehicle does not contain goods, objects, debris, or waste of any kind, etc. Should goods, objects, waste or anything else be found in the cargo compartment, the Client must cancel the Rental and immediately contact the Enjoy call center. If the Client finds the cargo compartment clean at the Rental Start Time (as per the Client’s declaration), but then leaves it with goods, objects, waste or anything else at the Rental End Time, the Contract Holder will apply a € 500 penalty as well as reserving the right to claim additional compensation for damage caused by the Client’s non-compliant behaviour.

In addition to what is set out by the Service Regulations and General Conditions, in the case of non-compliance by the Client with these Cargo Vehicle Use Supplementary Conditions, the Contract Holder, without prejudice to the compensation for damage caused by the Client’s non-compliant behaviour, reserves the right to suspend the Client from the Client List as well as to exclude the Client from the Service, terminating any relationship with the Client in full accordance with art. 1456 of the Italian Civil Code.

The Contract Holder will not in any case be liable for any damage deriving from the professional activities of the Client due to the use and/or non-use of the Cargo Vehicle.

The Client cannot park or end the rental of Cargo Vehicles in closed spaces and/or where expressly prohibited.

It is explicitly prohibited for subjects referred to in art. 212 “National register of environmental managers” of Italian Legislative Decree 152/2006 to use the Enjoy vehicles for the purpose of performing their activities.

### **3. Refuelling**



The Manager may introduce bi-fuel vehicles (petrol+natural gas). For these vehicles, the Client will only be able to refuel with petrol using the Enjoy App. The Client must not refuel with natural gas under any circumstances.

Limitations to Transportation Vehicles must not be used:

- i. to transport goods or persons in conflict with the laws and regulations in force in the place where the vehicle is driven;
- ii. to transport weapons, explosives, radioactive, bacteriological and similar material;
- iii. to push and/or tow other vehicles;
- iv. to transport goods and/or persons exceeding the amount/number indicated in the vehicle registration certificate and service log book (maximum load 750 kg);
- v. to transport animals;
- vi. to transport persons for payment and for competitions of any kind;
- vii. The Client must not destroy, alter, copy or reproduce the vehicle registration certificate, vehicle keys and fuel card that may be in the vehicle.

#### **4. Rates and Penalties**

In relation to what is set out in the General Rental Conditions, the following is specified:

- a) The minimum rental amount is set at 29 € and gives the right to 120 minutes of use (moving and/or stationary) of the vehicle;
- b) This minimum amount will be charged in advance to the Client using voucher credit (if available) or the Client's credit card or prepaid credit card, when the vehicle is booked. If this advance payment is not authorized, the booking will be automatically cancelled;
- c) After the first two hours, the rental will be charged at a cost of 0.29 € per minute;
- d) Rate for "Additional Booking Minutes": this rate of 0.25 € per minute is applied starting from the thirty-first minute of the vehicle booking up to the ninetieth minute.

After having read these Cargo Vehicle Use Supplementary Conditions, the Client states, in full accordance with Article 1341 of the civil code, that he/she fully accepts and specifically approves the clauses at Article 2 (Rules of Use for Cargo Vehicles).



## RATES ANNEX

<b>Rates (VAT incl.) for private clients</b>	
Fixed rate for first 2 hours	29 euros
Per minute rate (applied from the 121st minute of the rental)	29 eurocent / minute
Maximum daily rate (covering up to 24 consecutive hours of use from the Rental start time)	89 euros
Rate for Additional Booking Minutes (starting from the thirty-first minute up to the ninetieth minute of the booking)	25 eurocent / minute
Rate "per kilometre" (for each additional km after the 50 km free included with each Rental)	29 eurocent / kilometre

<b>Rates (VAT incl.) for freelancers who own a VAT number</b>	
Fixed rate for first 2 hours	28 euros
Per minute rate (applied from the 121st minute of the rental – up to 80 Km included with each Rental)	28 eurocent / minute
Maximum daily rate (covering up to 24 consecutive hours of use from the Rental start time)	89 euros
Rate for Additional Booking Minutes (starting from the twenty-first minute up to the one hundred twentieth minute of the Rental)	15 eurocent / minute
Rate "per kilometre" (for each additional km after the 80 km free included with each Rental)	25 eurocent / kilometre

## PENALTIES ANNEX

The following table is intended to supplement the provisions of the "PENALTIES ANNEX" to the "General Conditions of Contract"

Items left in the vehicle	€ 500
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