



## CARGO VEHICLE USE SUPPLEMENTARY CONDITIONS

(Valid and binding from 26 June 2024)

### 1. Introduction

Enilive S.p.A. having a sole shareholder, with registered head office in Viale Giorgio Ribotta no. 51 - 00144 Rome, share capital paid in full € 315.498.184,00 i.v., 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 Regulations and General Conditions of Contract 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 centre. 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 of Contract, 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 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.

The Contract Holder reserves the possibility to provide the Cargo Vehicle Rental Service, in the methods provided for by the Service Regulations (i.e. in the so-called "Enjoy standard" or "Enjoy Point" mode)

In the case of the provision of the Cargo Service in "Enjoy Point" mode, the following additional provisions will apply with respect to what is already provided for by the General Conditions of Contract and by the Regulations:

- a) The Client may park its vehicle used to reach the Cargo Vehicle inside the Enjoy Point, whereas possible.
- b) The vehicle used by the Client to reach the Enjoy Point shall occupy one parking space only (where available); the Contract Holder shall not grant the availability of parking spaces.
- c) The dedicated area shall not be guarded and will be free access and the Contract Holder shall not undertake custody of the vehicle parked by the Client within the Enjoy Point. The Contract Holder will not be liable for any



damages that occurred to the Client's vehicle parked inside the Enjoy Point.

- d) The Client shall remove its vehicle used to reach the Cargo Vehicle from the parking space inside the Enjoy Point within thirty (30) minutes after the end of the Cargo Vehicle Rental.

As for what is not expressly regulated by this article, further provisions of the Cargo Vehicle Use Supplementary Conditions, the General Terms and Conditions of Contract and the Regulation shall apply, where not expressly inconsistent.

### 3. Refuelling

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

### 4. Limitations to Transportation

Vehicles must not be used:

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

### 5. Rates and Penalties

It is possible to view Enjoy rates applicable to the Cargo service, both in standard and Enjoy Point modes, via the App, or if applicable via the Site. Rates are subject to modifications by Enjoy at any time and rates applicable to Clients will be those from time to time shown during booking and purchasing of the Rental and other Enjoy services. In order to have evidence of the updated rates, it is necessary to download the App.

### PENALTIES ANNEX

The following table is intended to supplement the provisions of the "PENALTIES ANNEX" to the "General Conditions of Contract". Penalties will apply without prejudice to further damages.

Items left in the vehicle	€ 500
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