



GARDA UNO S.p.A.

Via Italo Barbieri, 20 - 25080 Padenghe s/G (BS)

Tel. 030 9995401 - Fax 030 9995460

protocollo@pec.gardauno.it

www.gardauno.it

Cod. Fisc. 87007530170 - P. IVA 00726790983

Capitale sociale 10.000.000 euro i.v.

Electric mobility service contract

Garda Uno SpA Offer - 100% Urban Green Mobility

General Terms and Conditions

1. Description of the offer: these conditions describe the Garda Uno SpA "100% Urban Green Mobility" offer:

I. A Consumption - recharge on the columns of Garda Uno SpA and on all the columns interoperable with the network, through prepaid cards that can be purchased at the points of sale indicated on the appropriate web page. Depending on the value of the card purchased, it will be possible to have an amount of kWh available for recharging.

II. Flat - charging on the columns of Garda Uno SpA and on all the columns interoperable with the network at a fixed price for a total of pre-established kWh / month, depending on the offer chosen. Extra consumptions will be charged with extra costs according to the consumption rates.

2. Pre-contractual information pursuant to art. 12 of Legislative Decree 70/2003: the Contract will be concluded by completing the appropriate form available online in the corresponding portal section. The Contract can be considered concluded through the portal only when Garda Uno SpA sends the confirmation communication to the customer by sending confirmation email.

Any other aspect relating to the policy on the collection, processing and storage of personal data is better illustrated in the document "Privacy Policy", attached to the contract and available for consultation and download in the appropriate section of the Garda Uno SpA website.

3. Object of the Agreement

3.1. This Agreement relates to the provision of the mobility support service that the customer ("Customer") intends to carry out using the electric vehicle in its availability and identified with car make and model at the time of signing up to this Agreement (hereinafter "Vehicle").

In particular, this Agreement relates to:

- I. recharging the customer's vehicle at ordinary QUICK public charging stations AC with power ≤ 22 kW, FAST DC and Hypercharger from the Garda Uno SpA network (the list of which is constantly updated and available through the application referred to in point (iv) below, as well as on the Garda Uno SpA website) and the major Italian and European third-party networks characterized by the requirement of the so-called interoperability;
- II. the provision of the smartphone application with geolocation service of public charging stations and suitable for managing the charging process, starting and remotely monitoring it, with historical archive functionality of the recharges carried out;



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III. the supply of the RFID card for starting the recharges and public recharging stations;

IV. the telephone assistance service.

4. Duration, Withdrawal, Indemnities and effect of the termination of this Agreement

4.1. The duration of this Agreement is indefinite.

4.2. During the contractual period, the Customer has the right to withdraw from the Contract at any time by sending written notice to Garda Uno SpA by registered letter with return receipt, with a notice period of 30 (thirty) days starting from the first day of the month following that receipt from Garda Uno SpA of the relative communication;

4.3. Garda Uno SpA has the right to withdraw from the Contract at any time by sending written notice to the Customer by registered letter with return receipt, with a notice period of 2 (two) months starting from the first day of the month following that of receipt by the Customer of the relative communication.

5. Right of withdrawal pursuant to Legislative Decree n. 206/2005: the right of withdrawal remains valid in case of conclusion of the distance contract and in case of negotiation of the contract outside the commercial premises, the consumer customer pursuant to Legislative Decree 6 September 2005, n. 206, converted into Law 29 July 2003, n. 229, has the right to withdraw from the contract, without indicating the reasons, within 14 (fourteen) days from the conclusion of the contract. To exercise the right of withdrawal, the customer is required to inform Garda Uno SpA of his decision to withdraw from this contract by means of an explicit declaration, by registered letter with return receipt to the address of: via I. Barbieri 20 - 25080 Padenghe s / G. To meet the withdrawal deadline, it is sufficient for the customer to send the communication relating to the exercise of the right of withdrawal before the withdrawal period has expired. In the event of withdrawal within 14 days, the one-off amount of € 25.00 will be retained for reimbursement of administrative costs.

20. Economic conditions

For the provision of the service described above, for the activation of the Flat mode, the payment of an activation cost of Euro 25.00, including VAT, is required, which will be charged in the first invoice issued, and of a flat unit fee in function of the tariff subscribed and published on the Garda Uno SpA website. Garda Uno SpA may increase the above tariff, by way of example and not limited to, in the event of a change in the price of electricity by the competent authorities, changes in market conditions and changes in company policy. Following the update of the tariff, the Customer will have the right to withdraw from the Contract by giving written notice to Garda Uno SpA by registered letter with return receipt or certified e-mail (protocol@gardauno.it) within 30 (thirty) days of the communication containing the notice of increase of the rates sent by email from Garda Uno SpA. Top-ups at third party networks will be charged according to consumption or within the Flat rate against payment of the rate applicable from time to

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time and published on the Garda Uno SpA website or included in the subscribed Flat rate plan.

21. Invoicing and payments

3. The invoicing of the fee will be issued in advance and its settlement will sanction the start of the service. Invoices will be made available exclusively via e-mail and the customer will receive an e-mail message for each new invoice sent. The payment of the invoices issued must be made by the due date indicated on the invoice, using the payment instruments made available to the customer from time to time. In case of extra consumption regarding the amount of kWh available, a specific balance will be invoiced by applying the extra charges according to consumption.

22. Interruption of the supply of electricity at the Withdrawal Points and exemption from liability

22.1. The supply of electricity at the Withdrawal Points can be temporarily interrupted by the competent grid operator, in whole or in part, by way of example but not limited to, for reasons of objective danger, for service reasons, such as maintenance, repair failures on transmission and distribution plants, improvement or technological advancement of the plants themselves, and for reasons of system safety.

22.2. Such interruptions, as well as interruptions or limitations of the supply due to accidental causes attributable to third parties, due to force majeure or in any case not attributable to Garda Uno SpA, will not entail any obligation to indemnify.

22.3. In particular, Garda Uno SpA is not liable for damages resulting from technical problems not attributable to the same concerning the delivery of electricity for any reason, such as, by way of example but not limited to, variations in voltage or frequency, in the waveform, interruption of the continuity of the supply of the electricity transmission and distribution service, micro interruptions, voltage dips and, in general, irregularities deriving from the management of the connection of the Withdrawal Points to the electricity grid.

22.4. In any case, Garda Uno SpA will not be liable for failure to provide the service in the case of events not reported via the toll-free number indicated at the charging stations and on the web page.
active 24/7.

23. Protection of the User License

23.1. Regarding the application programs and software necessary for the operation of the App and/or the website of Garda Uno SpA guarantees that it has or has obtained from the successor in title the right to use the aforementioned software programs.

23.2. The Customer explicitly acknowledges the intellectual property rights of Garda Uno SpA and / or third parties in reference to above-mentioned application programs and software and undertakes to use the above-mentioned application and software programs, solely and exclusively within the scope of the Contract, not to allow access in use to third parties unrelated to the execution of the Contract, as well as not to carry out any copying, compilation, reverse engineering or modification of programs or other

similar activities that are in violation of the protection of copyright or any other patent rights belonging to Garda Uno SpA.

24. Termination of the Contract by Garda Uno SpA

24.1. Garda Uno SpA may, subject to a formal notice to fulfill within 15 (fifteen) days, terminate the Contract pursuant to article 1454 of the Italian Civil Code, without prejudice to compensation for any damage in the event of failure to pay two consecutive invoices, without prejudice to the application of default interest.

24.2. Garda Uno SpA can terminate pursuant to article 1456 of the civil code, the Contract in the following cases: repeated delay of more than 10 (ten) days in the payment of invoices, without prejudice to the application of default interest.

25. Additions, amendments and assignments of the Agreement

25.1. If susceptible to automatic insertion, the provisions imposed by law or by provisions of the public authority and other competent subjects that involve changes or additions to the clauses of the Contract will be incorporated into the Contract.

25.2. If this automatic transposition is not possible, Garda Uno SpA will notify the Customer of the changes or additions to the contractual provisions with a notice of not less than 60 (sixty) calendar days with respect to the effective date of the same, without prejudice to the Customer's right to withdraw from the Contract within 30 (thirty) days of receipt of the aforementioned communication.

25.3. The Customer agrees as of now to the transfer of the Contract by Garda Uno SpA to another company, it being understood that the transfer will be effective towards the Customer from the receipt of the relative communication sent by Garda Uno SpA.

25.4. Garda Uno SpA will in any case have the right to modify the contractual conditions, if this is necessary for the correct execution of the Contract.

25.5. Garda Uno SpA may also unilaterally modify the conditions of this Agreement, including economic, technical and regulatory ones, for justified reasons, such as, by way of example, changes in market conditions, changes in company policy.

25.6. In case of exercising the right to edit referred to in paragraphs 9.4 and 9.5, Garda Uno SpA will give written notice to the customer with a notice period of 30 (thirty) days, subject to the Customer's right to terminate the Agreement within 30 (thirty) days from receipt of the aforementioned communication.

26. Communications

26.1. All communications by the customer relating to this Agreement must be made in writing and sent to the email address mobilityservice@gardauno.it if sent by post electronic mail, and to the postal address indicated in the Contract, if sent by registered letter with return receipt.

26.2. Garda Uno SpA will make the communications relating to the contract by email used to sign the contract; Garda Uno SpA reserves the right to make communications also with a note on the invoice.

26.3. The provisions of the Contract which provide for a specific method of sending the related communications remain unaffected.



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These General Conditions of Contract prevail over and replace any previous agreement or understanding between the Customer and Garda Uno SpA.