

## TERMS AND CONDITIONS OF HIRE - WAVE HUNTERS 2018

### DESCRIPTION OF SERVICE

1.1. The service includes: rental for days and kilometres indicated in the contract (with out extra “unlimited km”, every km after 150k is calculated at 0,25€), the insurance (art. 3), engine oil and liquid, ordinary vehicle service and extraordinary if not due to the customer's negligence

1.2. The service does not include: fuel, punctures, damage to pneumatic and relative wheel rims, emptying of gray and black tanks, emptyng liquid toilet, fines and various tolls.

### USE OF THE VEHICLE

2.1. The rented vehicle must be used in such a way as to remain, in any case, covered by the insurance stipulated for it.

2.2. The customer commits to use the vehicle with the utmost diligence, in order to protect the safety of people transported and the integrity of third parties, as well as the things and the rented vehicle itself.

2.3. In particular, the vehicle cannot be used and driven:

a) for specific purposes other than transfer and habitation. In particular, the following are incompatible with this contract:

1) the sub-rental of the vehicle.

2) Its loan (free loan) to people who do not appear among those declared by the client as part of the crew

3) The running, through the campervans, of any commercial activity, for any reason, such as the transportation of people, goods, the sale of goods, etc.

b) Under overload conditions and with a number of people on board that is higher than the number authorized in the vehicle registration document.

c) On unpaved or "off-road" routes.

d) By a person under the age of 21 (and with a driving license of less than three years) or over the age of 70, unless explicitly authorized by Wave Hunters, and/or without a valid driving license for the countries where the vehicle circulates.

e) By individuals in unsuitable conditions and not in compliance with the provisions of the rules of circulation of the country in which the vehicle is used (state of fatigue, drunkenness, disability, even temporary, or under the effect of drugs, etc. ).

f) For illicit purposes.

g) For towing trailers not authorized by Wave Hunters.

h) For competitions or races.

i) Over the speed limits set by the Italian traffic regulations and the maximum limits dictated by the manufacturer.

2.4. The use of the vehicle in violation of even one of the provisions contained in points 2.1, 2.2 and

2.3 will result in the integral loss of the deposit paid and immediate withdrawal of the vehicle, in addition to compensation for all damages caused to the vehicle, to Wave Hunters and third parties. Any civil, criminal or administrative liability resulting from the violation of this article will be charged to the customer. The customer will promptly refund to Wave Hunters any sums advanced by the same for any infractions committed or will provide for the direct payment of the same.

2.5. The customer declares that they are familiar with the regulations concerning the insurance of motor vehicles, the rules of the highway code and all the regulations in force in Italy.

2.6. Vehicle safekeeping: the customer agrees to leave the vehicle in a guarded parking during stops. The customer will be asked to respond to, and will be held responsible for any damage in any way due to failure to safeguard the vehicle, according to the methods indicated. In the event that such damages exceed in their amount the amount of the security deposit paid by the customer, the customer will be obliged to compensate them in full, and in any case even beyond the value of such deposit.

2.7. Transportation of animals: the transportation of small/medium pets will be subject to evaluation by Wave Hunters on a case-by-case basis.

### INSURANCE

3.1. The insurance policies are: RCA (insures against damages caused to third parties), theft and fire (ensures for total or partial loss of the vehicle following theft, robbery or fire). In case of accident the driver and the passengers are covered by insurance. Additional driver within a cost of 30€. The nsurance coverage excludes damage to the interior of the vehicle not subject to exemptions and for which the customer is entirely responsible. The customer commits not to carry out actions and facts that may cause the cancellation or inapplicability of the insurance cover guaranteed.

3.2. Personal belongings, clothing or other items transported are not covered by the insurance and the insurance is also void in case of driving whilst drunk or under the effect of drugs and in the case the customer provided false information about his identity, address, etc. or presented counterfeit or inaccurate documents.

3.3. The insurance has value exclusively in Italy. It is however forbidden to circulate with the vehicles hired by Wave Hunters outside Sardinia.

### CUSTOMER LIABILITY (CRIMINAL AND CIVIL) - damage to the vehicle and to Wave Hunters

4.1 The customer will be directly responsible for any violation of traffic and parking laws.

4.2. In any event of theft of the vehicle, of all or part of the equipment, of fire or accident, the customer must immediately communicate it by e-mail and telephone. By default the customer will be directly responsible for any damage or loss arising from failure to notify the company, whether the events concern the vehicle, Wave Hunters or third parties.

4.3. In the event of damage caused to third parties or suffered by third parties, the customer must complete in all its parts the jointly-agreed accident statement form and preferably have it signed by the other party. In any other case, the customer is obliged to request the intervention of the police authority and to ensure that the personal details and addresses of the persons involved, of the witnesses and the number plates of the vehicles involved are reported on the minutes or accident reports. It will be the customer's responsibility to obtain copies of the reports from the police authority and send copies to Wave Hunters within 24 hours of the accident. Furthermore, the customer cannot accept responsibility or engage in the name and on behalf of Wave Hunters.

4.4. Furthermore, the customer will have to pay the daily cost of the vehicle stopped for repairs, which will be charged at the daily rental rate in force on that date.

4.5. The customer also authorizes Wave Hunters, in the event of damage to the vehicle or theft of the same, to collect and retain the entire security deposit. The damage amount will be quantified and promptly notified to the customer within 7 days of returning the vehicle. The balance between the security deposit amount and the damage amount or the corresponding deductible, in addition to the other deductions dictated in the general conditions, as applicable, will be returned to the customer within 30 days from the date of notification.

4.6. In the case of violation of traffic regulations and of the provisions of the following articles 6 and 7, the customer will be responsible for the full amount of damage or loss. For each violation ascertained, Wave Hunters reserves the right to charge the customer € 30 as administrative expenses for the management of the file.

#### RENTER LIABILITY - damage to the customer

5.1. Wave Hunters assumes no responsibility for any damage that may occur to the crew of a vehicle and the things they own after the delivery of the vehicle to the customer.

5.2. In the same way, Wave Hunters will not be responsible for deficiencies, failures or other defects not included in the delivery report that the customer will have drawn up together with the company managers.

5.3. Wave Hunters is equally not responsible for any errors that may occur due to involuntary delays, mechanical failures, negligence of service personnel, interruptions or delays in travel due to illnesses, natural disasters, strikes, wars, bad weather, quarantine, etc.

5.4. In the event of forced interruption of the trip the customer is required to promptly inform Wave Hunters so that it can provide to the recovery of the vehicle in the most appropriate way, charging the related expenses to the customer.

5.5. In the same way, Wave Hunters will not be liable for unintentional mistakes and delays or delays that are not attributable to Wave Hunters which may occur prior to (or at the same time as) the delivery of the vehicle.

5.6. Wave Hunters will not be responsible for any event that may occur after the delivery of the vehicle and make partially or totally impossible the use of the vehicle, such as illness or other hindrances of the customer, including the inability to use the vehicle as they had planned, due to accidents even if caused by third parties and covered by insurance, natural disasters, strikes, wars, quarantines, theft of the vehicle, etc. In these cases the customer is still required to pay the entire hiring fee.

5.7. Wave Hunters reserves the right to delay the beginning of the rental period stated in the contract due to mechanical failures, other impediments or delays due to force majeure. In the event of delays exceeding 48 hours, the customer can obtain reimbursement of the amount paid and the cancellation of the contract without any further amount due by Wave Hunters for compensation.

5.8. No reduction nor reimbursement will be acknowledged for early returns not agreed with Wave Hunters.

#### CONDITION OF THE VEHICLE

6.1. The customer declares to have inspected the vehicle and the equipment on board and to have ascertained the good conditions of maintenance and the absence of evident defects, as well as the correspondence of the equipment to the inventory.

6.2. On its drop-off the vehicle must be returned in the same condition in which it was delivered, i.e. with a full tank of fuel, in good hygienic conditions, in perfect state of internal and external cleaning and with the toilet and dirty water tanks completely empty (exhaust valves must be open). In case of not-fulfilment on the customer part they will be charged the costs of material and labour for the repair works, which will be deducted from the deposit, as well as the contingent cost of € 50 for failing to empty the sewage or the cost of extra cleaning, which will range from a minimum of € 50 to a maximum of € 150.

6.3. The customer must compensate Wave Hunters for all damages, deficiencies, defects of the vehicle and the equipment ascertained at the time of redelivery of the same or, if not immediately ascertainable, applied to the customer within 24 hours after the redelivery.

6.4. Odometer - in the event of a fault of the odometer the customer must immediately notify it. In the event of tampering with the same, ascertained on return, the customer will be charged the sum corresponding to the cost of 300 km per day for each day of rental.

6.5. Maintenance: the customer commits to take care of the maintenance of the vehicle entrusted to him with the utmost diligence, in accordance with the manufacturer's maintenance booklet, to protect the water systems from freezing, to proceed with the change of engine oil, if provided during its journey (the cost will be reimbursed by 100% Wave Hunters upon presentation of an invoice), and to perform any other service necessary to keep the vehicle in perfect working order.

#### MECHANICAL FAILURES

7.1. The expenses related to the repair of mechanical failures, not attributable to the absence of ordinary diligence or to the customer's facts and anticipated by them, will be reimbursed upon return on presentation of an invoice in the name of Wave Hunters reporting the repairs carried out and accompanied by the parts replaced.

7.2. Cost estimates over € 150 must be authorized by Wave Hunters.

7.3. Repairs, however, must take place when possible in workshops authorized by Wave Hunters.

7.4. The customer commits to resolve any inconvenience that may arise during the rental period, taking advantage, when possible, of the recommendations and assistance of Wave Hunters, whose telephone contact details are provided at the time of collection of the vehicle.

#### PICK-UP AND DROP-OFF

8.1. The delivery and return of vehicles will take place in Porto Pollo, in the procedure specified in the booking voucher.

8.2. The rental period can start and end on any day of the week within the pick-up/drop-off times on the booking voucher. Pick-up/drop-offs outside the agreed times are possible, subject to agreement, with the addition of a surcharge.

8.3. If the vehicle is not returned to the location agreed on in the booking voucher, the costs, set by the price list, of taking over the vehicle, of transport to the agreed location, of the days exceeding the rental period, will be charged to the customer.

#### DELAYS

9.1. If, for any reason, the customer should delay the return of the vehicle, he will be required to give timely telephone communication. In any case, Wave Hunters may apply a supplement cost of an entire day for the delivery of the vehicle of more than 30 minutes.

9.2. The duration of the rental period cannot be extended unless confirmed by Wave Hunters. In the absence of such communication, Wave Hunters reserves, after 12 hours from the agreed delivery time, to report the failure to return to the police authority.

9.3. In any event of delayed return of the vehicle not expressly agreed upon, the customer will be charged an amount equal to four times the daily rate for each day of delay or fraction thereof. For agreed delays, the price list rate will be applied.

#### DISPUTES

10.1 Wave Hunters' court of jurisdiction will be the competent court for any disputes that may arise between the parties, unless the law dictates a different competent court of jurisdiction in Tempio Pausania.

#### TERMS OF PAYMENT

11. To confirm the reservation the payment of a deposit is required equal to 30% of the rental amount. The balance must be paid within 30 days before departure. In the event that the reservation is made less than 30 days before departure, the amount must be paid in a single payment.

The rate shown is based on the information available at the time of booking.

Additional supplements may be applied at the time of rental, for example for the purchase of additional services requested by the customer at a later time.

#### CANCELLATION POLICY

12. Cancellation by the customer - If the cancellation of the booking is received before acceptance by Wave Hunters there will be no penalty and the entire deposit received will be returned to the customer. If the cancellation is received before 30 days from the scheduled date of the start of the rental, 50% of the deposit will be reimbursed. For cancellations from the 30th to the 10th day, there will be a loss of 50% of the total rental amount; for cancellation after the 10th day, 80% loss of the total rental amount.

Cancellation by the renter: in case of withdrawal by the renter, the customer will have the reciprocal right to receive the full amount paid plus 20% for the inconvenience.

#### SECURITY DEPOSIT

13. The customer must pay a deposit of 1.500€ by credit card or transfer before taking the vehicle, that will be refunded in a week from the end of the rental period. The deposit is for the prevention from damage to the vehicle and equipment