

## GENERAL TERMS & CONDITIONS (Ed. 2022)

Once entered the complex managed by PARKING ORIO by Parcheggi Bergamo S.r.l.s., hereinafter referred to for brevity only PARKING ORIO, located in Cassinone/Seriate (BG), to the civ. nr.11/a of the Via Grinetta, and having read the places where the vehicles (motor vehicles, motorcycles etc.) are parked as well as other system and / or device installed in the complex, the parking and storage of the vehicle at the parking lot managed by PARKING ORIO, involves the conclusion of the contract under the following conditions:

- 1) The object of the contract is the deposit of the vehicle only, with express and absolute exclusion of any goods, personal effects, apparatus, device etc. left by the customer or in any case present inside the vehicle and / or external containers to the same even if closed and equipped with a lock (eg money and values in general, satellite navigators, mobile phones, laptops, cameras, luggage racks, ski racks etc.).  
The customer is therefore expressly required to remove the above goods from the vehicle or request free custody from PARKING ORIO, providing in advance a detailed written indication of the goods, and / or effects, object of this specific custody.  
In the absence of removal of the goods from the vehicle or request in specific custody of the same, PARKING ORIO, declines all responsibility for theft, damage, deterioration and / or alteration of the goods in question.  
Except for the fuel already present in the vehicle tank, the customer is also obliged to export from the vehicle itself any good, object and / or material likely to give rise to explosions, fires, pollution, contamination or in any case to dangers of damage to the safety of people and / or things.
- 2) On our website you can book parking in the following ways:
  - a) Booking with **payment in the parking lot**: by choosing this option the payment can be made in cash, debit or credit card (we do not accept Amex and Diners); if the payment is not made, the driver of the vehicle is obliged to leave the complex managed by the PARKING ORIO, penalty, failing that, the application of a penalty equal to twice the daily fee applied by the structure, and in any case made firm and without prejudice, the right of the latter to compensation for any greater damage.
  - b) Reservation with **prepayment**: by choosing this option you can pay by credit or prepaid card (Visa, Visa Electron, Mastercard). Payment is made through a virtual POS in secure mode with irreversible 128-bit encryption. By means of this method, the transaction takes place exclusively in the banking sector and PARKING ORIO has no access to sensitive payment data. In no case will it be possible to refund, even in part, the amount of a reservation with online payment, where the request for compensation has been received after the date of entry or if the same reservation is canceled 48 working hours prior to the time of entry into the booked area. In the event that the above conditions are met, the amount paid for the reservation will be refunded by deducting the administrative and accounting costs, equal to 5% of the amount to be compensated, with a minimum of € 5.00.
- 3) The customer who intends to request the issuance of the invoice must make an express request before issuing the receipt or at the time of booking in the case of online payment, providing all the data and indications required by current tax regulations.
- 4) The application of any "discount coupons" distributed and / or disseminated on the site [www.orioparking.com](http://www.orioparking.com) by PARKING ORIO, remains suspended during high season, as well as any agreements stipulated with the same. The use of these vouchers is only possible for reservations made on our website and with payment in the parking lot (no online payment).
- 5) The collection of the vehicle, in advance of the time and / or the final date of the parking period indicated in the booking form or declared by the customer at the time of entry into the PARKING ORIO complex, will not entitle you to any refund of the fee for the days not used; the customer is

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required to notify the PARKING ORIO, by written communication sent by e-mail to [info@parkingorio.it](mailto:info@parkingorio.it) or by calling +39 0353844411 at least 24 hours before the date of early return, indicating the name, key number assigned to the car and previous and actual date of return. In the absence of notice, the collection of the vehicle cannot be made before 90 minutes from the presentation of the customer at the complex managed by PARKING ORIO, and will result in the application of an additional fee of € 50.00 (over VAT) for the unexpected internal movement of the vehicles compared to the scheduled collection of the same. In the event that the vehicle is collected by the customer after 24.00 on the final day of parking indicated in the booking form or declared by the customer at the time of entry into the complex managed by PARKING ORIO, the daily rate will be applied for each day of delay with effect from the first day of delay as per the price list displayed by PARKING ORIO, in proportion to the amount of days.

- 6) PARKING ORIO is not responsible for key rings to which the keys and/or devices for opening the distance of the vehicles and/or anti-theft devices are attached. The customer is required to remove the keys and / or the remote opening device of the vehicle and to deliver them to the PARKING ORIO staff, keeping the key ring with him. In the absence of such removal, PARKING ORIO is not liable in any way for the loss, theft and / or damage of the key ring.
- 7) While the delivery and collection of vehicles will take place only in the areas intended for this, the vehicles will be driven in the covered or uncovered parking areas and subsequently moved there also in other warehouses assigned to the PARKING ORIO, only and exclusively by the PARKING ORIO staff, to whom the keys and / or the starting and / or opening and / or anti-theft devices of the vehicles will therefore be delivered. Please note that during periods of high turnout, especially in high season, cars will be hospitalized in other parking lots and / or deposits regularly assigned to the PARKING ORIO, both for outdoor parking and for covered parking.
- 8) Meanwhile, covered parking must be understood as buildings, canopies, structures with coverage and / or anti-hail nets (even if open on the sides), PARKING ORIO, will shelter the vehicle in the covered parking (where booked by the customer) within six hours before delivery by the customer and the removal of the same from the covered parking three hours before the scheduled pick-up time. In these time slots the vehicles will be temporarily parked in uncovered areas, with exemption from the PARKING ORIO, from any and all liability for damage occurred to the vehicles as a result of weather phenomena occurred during the aforementioned time slots.
- 9) When depositing the vehicle at the complex managed by PARKING ORIO, the customer is required to draw up the adversarial procedure with the receptionist and to sign the form relating to the condition of the vehicle. Failing this, PARKING ORIO reserves the right to reject any complaints for damages, deterioration and / or similar raised by the customer, without prejudice in any case to the fact that such disputes must be raised, under penalty of forfeiture, only in writing at the time of collection of the vehicle.
- 10) Meanwhile, PARKING ORIO is not liable for damage to windshields, windows, rear-view mirrors and / or rear-view mirrors occurred as a result of temperature variations (positive or negative), and / or adverse weather conditions; any dispute about any damage and / or deterioration of the vehicle and / or its components must be raised only and exclusively in writing and at the time of withdrawal, under penalty of forfeiture of any and all rights of the customer.
- 11) PARKING ORIO is exempted and in any case declines any and all responsibility for damage occurred to vehicles and caused by other customers during the operations of entry and / or exit from the complex, from meteorological events of above average intensity, from floods, from seismic events and / or vandalism perpetrated by a plurality of subjects.
- 12) Upon written request by the customer at the time of booking, PARKING ORIO will also provide, for a fee, the following services, as the price list displayed by:

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- a) Delivery of the vehicle directly to an PARKING ORIO representative, in the departures area of Bergamo Orio al Serio Airport and / or return to the customer by an PARKING ORIO representative, in the arrivals area of the aforementioned Airport (*car valet*);
  - b) Internal vacuuming of the car vehicle;
  - c) washing only outside the vehicle;
  - d) Complete washing (internal and external) of the car vehicle;
  - e) For the washing of SUVs and / or Minibuses the price will be agreed at the time of acceptance.
- 13) PARKING ORIO is already authorized by the customer to report to any interested party information useful for the complaint and settlement of a claim, without this appearing to be a violation of the rules on the confidentiality of personal data.
- 14) PARKING ORIO informs that, for reasons of public order and the protection of company assets, some areas of the car park are controlled through a video surveillance system, the presence of which is highlighted by special signs. The footage recorded by cameras on magnetic / digital support, are completely destroyed within the time limits provided for by the legislation in question. The storage of such material takes place in protected rooms that are not accessible except by PARKING ORIO personnel in charge.
- Furthermore, they will not be transferred to third parties (except for any requests by the Judicial Authority) and will be used exclusively for security reasons.
- PARKING ORIO also undertakes to use these shots in full compliance with all the indications provided for by Italian legislation on the processing of personal data; PARKING ORIO guarantees the possibility of asserting all the rights provided for by art. 7, 8, 9 of d.lgs. of 30 June 2003 n. 196, which are understood here in full, and in particular to know the existence of data processing or obtain, by the Data Processor, the cancellation, blocking, updating, correction or modification of data.
- For any other information or clarification on PARKING ORIO's privacy policy, the customer can contact the Personal Data Security Officer.
- 15) For any and all disputes relating to the validity and / or effectiveness and / or interpretation and / or execution of this contract, the court of Bergamo will have exclusive jurisdiction.

*Pursuant to and for the purposes of Articles. 1441 and 1342 c.c. and the provisions of Legislative Decree 6 September 2005, n. 206, the customer declares to expressly approve the following clauses: 1 (object of the contract; exemption from liability) 2 (method of payment); 5 (non-refunds and penalty); 6 (exemption from liability); 8 (exemption from liability for damages due to weather events); 9 (forfeiture of the possibility of disputes); 10 (forfeiture of the possibility of bringing claims) 11 (exemption from liability); 13 (usability of data); 14 (processing of personal data); 15 (place of jurisdiction).*