



GENERAL CONDITIONS OF RENTAL

Article 1 - Scope of Application

1.1 These general rental booking terms and conditions (hereinafter "General Conditions") govern the terms and conditions for the provision of rental services of photographic and audio-visual equipment (hereinafter the "Products") provided by Sidereus S.r.l. (hereinafter the "Services"), having its registered office at Via Gualdo Priorato, 6 20134 Milan, Italy (hereinafter "Sidereus"), for the benefit of its clients (hereinafter "Client(s)"), in fulfillment of the contracts executed online between the Client and Sidereus on the website <https://www.sidereus.site/rental> (hereinafter the "Site").

1.2 These General Terms and Conditions govern the purchases made on the Site, in accordance with the applicable provisions of law as well as, where applicable, the Consumer Code set forth in Legislative Decree No. 206/2005, as amended, and Legislative Decree No. 70/2003 on electronic commerce. In particular, for these General Conditions, the term "Consumer" means the natural person acting for purposes unrelated to any entrepreneurial, commercial, craft or professional activity.

1.3 The mere tolerance or failure of Sidereus to object to any failure of the Customer to comply with the provisions of these General Conditions shall not be construed as tacit acceptance of such failure, nor as a willingness to derogate from what has been agreed between the Parties in these General Conditions.

1.4 The Customer undertakes to read, before proceeding to confirm its order, these General Conditions, in particular the pre-contractual information provided by Sidereus, and to accept them by placing a flag in the box indicated.

Sidereus reserves the right to add, modify or delete any provision of these General Conditions, as well as the Site and its content, at any time to offer new products or services, or to comply with legal or regulatory requirements. You will be subject to the terms of the General Terms and Conditions in effect at the time you make your Product reservation, unless any changes to such policies and terms are required by applicable law or competent authorities (in which case, they will also apply to orders placed previously).

Should any provision of these Terms and Conditions be deemed invalid, void or unenforceable for any reason, such circumstance shall not affect the validity and enforceability of the other provisions.

Art. 2 - Pre-contractual information

2.1. The Customer prior to the conclusion of the contract for the reservation of rental of the Products, takes note of the characteristics of the goods that are illustrated in the Product sheets on the Site.

Before sending the Order, the Customer is informed regarding:

- The total price of the Product rental reservation including taxes;

- duration of the rental;
- The term within which Sidereus undertakes to make the Products available to the Customer is located at Via Gualdo Priorato, 6 20134 Milan, Italy (the "Store").
- conditions, terms, and procedures for exercising the right of withdrawal (Article 9 of these General Conditions).

The Customer, moreover, may at any time and in any case before the conclusion of the contract, take cognizance of the information relating to Sidereus, the geographical address, telephone and fax number, certified e-mail address, information that is reported, also below: Sidereus S.r.l. Via Gualdo Priorato, 6, 20134 Milan, Italy, telephone: 3938754576, PEC: sidereus@legalmail.it.

Article 3 - Methods of Reservations, Orders and Changes

3.1 In order to make a reservation on the Site, the Client must select the Products of interest and the rental duration. Registration and acceptance of the reservation will take place only and exclusively upon payment by the Client of the cost of the reservation. Sidereus reserves the right to reject a reservation in case of previous default by the Client or, otherwise, disputes with the Client.

3.2. The contract for the rental of the Products between Sidereus and the Client shall be deemed to be concluded upon Sidereus' acceptance of the Order and Sidereus' payment and receipt of the agreed price pursuant to Article 5 of these General Terms and Conditions (the "Price").

Such acceptance is communicated to the Customer by sending an email confirmation of the Order itself, printable, containing the Order number, the list of the Products ordered as well as the details of the ordering party, the price of the rental of the Product(s), the terms and conditions of payment, and information on the right of withdrawal and the cases in which the latter is excluded. The contract shall not be considered perfected and effective between the parties in default of the above. After checking the email confirming the Order, if the Customer identifies errors in the order, he/she must communicate such errors within six (6) hours after receiving the email. After this deadline, the Order will be put into processing and no further changes will be accepted, without prejudice to the Consumer's rights under Article 9 below.

3.3 It is not possible to add a Product to a reservation already registered on the Site. For this purpose, the Customer will have to place a new Order.

Art. 4. Obligations of the Parties

4.1. By concluding the Product rental agreement Sidereus undertakes to deliver the rented Products at the Store, in perfect working order, guaranteeing their peaceful enjoyment for the agreed contractual duration.

4.2. The Customer undertakes to take delivery of the rented Product(s), to keep them with the diligence of a good family man, to pay the agreed Price as agreed in the Order and to return the Product(s) at the end of the agreed rental period.

4.3. The Customer shall be responsible for the safekeeping of the rented Product(s) and for damages caused to third parties by improper use. The Customer is obliged to store and guard the Product(s) entrusted to him/her on rental with the utmost diligence.

Article 5 - Price

5.1. For the rented Products, the price indicated on the Site is due to Sidereus. For the reservation of the rental of the Products, the Customer shall pay to Sidereus an amount equal to 100% of the total cost of the rental. The reservation will be registered only after payment has been made.

5.2. Following receipt of payment, Sidereus will send the Customer an email confirming the Order in accordance with Article 3.2 above.

5.3. Any payment by the Customer may only be made in the manner indicated on the Site. In case of non-payment of the agreed consideration, the rental contract shall be deemed not concluded.

Article 6 - Ownership of Products

Unless otherwise agreed, all Products supplied by Sidereus for the purpose of providing the Services are and shall remain the exclusive property of Sidereus. Modification and tampering with the rented equipment is prohibited without prior written authorization from Sidereus.

Article 7 - Information on the Products published on the Site

All information regarding the Products published on the Site, although constantly updated, is intended as mere general information material, as it is not possible to guarantee the complete absence of errors for which, therefore, Sidereus shall not be held responsible, except in the case of wilful misconduct or gross negligence.

The visual representation of the Products, where available, normally corresponds to the photographic image accompanying the description sheet. It is understood that the image of the Products themselves is for the sole purpose of presenting them for rental and may not be perfectly representative of its characteristics and quality. In case of any difference between the image and the written Product card, the description of the Product card shall always prevail. Sidereus reserves the right to correct errors, inaccuracies or omissions even after an Order has been placed, or to change, at any time and without prior notice, the technical characteristics of the models, drawings, dimensions and any other technical and/or commercial information reported on the Site, in the catalog or in other printed or software illustrative material, without prejudice to the Customer's rights under these General Conditions and the Consumer Code.

Article 8 - Withdrawal of Products, Duration, Return, Theft, Breakage and Loss

8.1 Products reserved on the Site must be picked up at the Store upon presentation of the Order confirmation and a valid identification document. The Customer may pick up the

Products from 5:00 p.m. on the day before the rental day indicated in the confirmation e-mail.

8.2 The Customer is obliged to notify Sidereus in case of any delay in collecting the Products. Sidereus agrees to store the Products until 7:30 p.m. on the last rental day indicated in the Order confirmation e-mail. After the aforementioned time limit has elapsed, the reservation shall in fact be considered null and void and the Customer shall lose the benefit of its reservation, without any refund being due to it.

8.3 The duration of the rental is as stated in the Order confirmation email.

8.4 The Customer shall return the Products, no later than 12:00 noon on the day following the end of the rental period. In the event that the Customer returns the Products after 12:00 noon on the day following the end of the rental period, the Customer will be required to pay a penalty in an amount corresponding to the daily rental rate multiplied by the days of delay in returning the Products.

8.5 In the event of theft or loss of the Products, the Customer shall be liable to reimburse the market price of the Products for purchase as new.

In case of theft, the Customer shall make a formal complaint to the Competent Authorities, providing Sidereus with a copy of the complaint.

8.6 In case of damage to the Products, the Customer will be required to reimburse Sidereus for the costs of repair or replacement of the Products.

Article 9 - Right of withdrawal, refunds, cancellations

9.1 The Consumer has in any case the right to withdraw from the purchase of the rental reservation, without any penalty and without specifying the reason, within the term of 14 (fourteen) days, starting from the date of confirmation of the reservation.

The taking delivery of the Products shall count for all purposes as a waiver of the exercise of the right of withdrawal.

9.2 In the event that the Consumer decides to avail himself of the right of withdrawal under 9.1, he must give express notice to Sidereus by using the withdrawal form attached hereto or by sending an explicit statement of the intention to withdraw from the contract to be transmitted via PEC to sidereus@legalmail.it.

In case of withdrawal Sidereus will make the refund using the same means of payment chosen by the Client when purchasing the rental reservation within a maximum period of 14 days from the date of receipt of the withdrawal, without prejudice to any transaction costs retained by the intermediaries used therein (e.g. PayPal). In the case of payment made by bank transfer, and if the Client intends to exercise its right of withdrawal, it must provide Sidereus with the bank details: IBAN, SWIFT and BIC necessary to make the refund.

9.3 Without prejudice to the provisions of Article 9.2 above, there shall be no refund of the Price in the event of cancellation of the reservation by the Consumer less than 2 business days after the date of collection of the Products, or in the event of failure to collect the Product(s) on the day and time agreed with the reservation.

9.4. In the event of cancellation of the reservation by a person who does not qualify as a Consumer, a refund of the Price is due only if the order is cancelled at least 2 business days prior to the agreed date for collection of the Product(s).

Article 10 - Communication and complaints

10.1. Written communications directed to Sidereus and any complaints shall be deemed valid only where sent by registered mail to the following address Sidereus S.r.l., Via Gualdo Priorato 6, 20134, Milan, Italy, or by PEC to the address: sidereus@legalmail.it

10.2. The Customer in the procedure of registration to the Site is required to indicate his residence or domicile, telephone number or e-mail address to which he wishes communications to be sent by Sidereus.

Article 11 - Applicable law and place of jurisdiction

11.1. These General Conditions are subject to Italian law.

11.2. For the resolution of disputes relating to the interpretation, execution or termination of these General Conditions, if the Customer is a Consumer, the court of his or her municipality of residence or domicile if located in the Italian territory shall have exclusive jurisdiction; in all other cases, the territorial jurisdiction shall be exclusively that of the Court of Milan, any other jurisdiction excluded.