

## Terms and conditions

The services provided by Materyca SRL are governed by this document which constitutes an integral and substantial part of each individual contract signed by the Customer and the Company. The contract is completed through purchase at the Facility, in the manner indicated in this article. Booking entails acceptance of these Terms and Conditions and receipt of confirmation entails acceptance of the contract proposal by the Company. Any changes and/or exceptions to these Terms and Conditions must be in writing, meaning proof of the email containing the Customer's requests and the subsequent email of acceptance by the Company.

### DESCRIPTION OF THE SERVICE AND OBLIGATIONS OF THE PARTIES

The luggage storage service consists of keeping the Customer's luggage and/or objects in storage at the Facility for the booking period. The locker is opened by code, obtained through purchase at the Facility. It is forbidden to introduce wet objects, live or dead plants and/or animals, food unless sealed in special containers, as well as any other object from which odors and/or noises emanate or may emanate. It is likewise prohibited to deposit items prohibited by the legislation in force in Italy at the time of deposit as well as items likely to cause damage to humans, the environment and/or other baggage. Furthermore, smoking is also prohibited on electronic devices inside the premises and it is the Customer's obligation to remain there for the time strictly necessary for loading and/or unloading baggage. The customer cannot transfer the booking code for access to the locker to third parties, unless they are the people with whom they are travelling and/or staying. In any case, minors must be accompanied by an adult.

### FORGOTTEN/FOUND LUGGAGE

1. In the event of forgotten baggage, the Company undertakes to keep it at the Facility or other premises deemed suitable at its sole discretion and to promptly notify the Customer via the email indicated at the time of purchase.
2. In this case the Customer will have 5 (five) days starting from the sending of the email to request the return, which will be carried out by the Company within 7 (seven) days with transport costs borne by the Customer upon payment of the hourly cost of rental agreed from the day the booking expires on the day the baggage is sent and in addition to a penalty equal to 100% of the agreed hourly rental cost from the day the reservation expires to the day the baggage is sent.
3. In case of failure to request a return and/or failure to pay in full within the above deadlines, the baggage will be considered abandoned and will be disposed of by the Company, which will have the right to request compensation for damages from the Customer.

### CUSTOMER'S OBLIGATIONS

When purchasing, the Customer undertakes: to accurately describe the contents of the baggage; to indicate your complete address and contacts; to indicate the economic value of the baggage and its contents, which must not exceed the total sum of € 500.00. The Customer acknowledges that the Company does not assume any risk in relation to precious objects, contracts and/or valuable documents, money, credit instruments, personal documents, technological objects such as, but not limited to, smartphones, PCs, tablets, earphones as well as bank cards and anything else of value.

### RESPONSABILITY

The company, given the obligations assumed by the Customer indicated in the previous art. 6, undertakes to hold him harmless for the risk of loss or damage to baggage during the storage period at the facility, provided that the loss or damage is attributable to his responsibility. In any case, the Company is liable within the value limit declared by the Customer at the time of purchase and which cannot exceed the maximum amount of € 500.00, with the Customer being responsible for providing proof of the imputability of the damage to the Company and the quantification of the damage suffered. To this end, an indication of what the Customer has declared is not sufficient, acknowledging that the list referred to in Article 6 above is not previously examined by the Company.

### CLAIMS

1. In the event of loss and/or damage to baggage, or for any other damage, it is mandatory to send a complaint by Certified Mail to the address [materyca@legalmail.it](mailto:materyca@legalmail.it) within 5 (five) days of the verification of the event under penalty of forfeiture. Entro 10 (dieci) giorni dall'invio del reclamo, sempre a pena di decadenza e con le stesse modalità, è obbligatorio trasmettere alla Società tutta la documentazione utile ai fini della quantificazione e valutazione del danno.
2. The Company undertakes to respond to the request and/or request the necessary additions or to open the Claim within 10 (ten) days. The Company's refusal is always motivated.
3. In the event of failure by the Customer to comply with the dimensions and/or weight of the baggage, the Company will not be required to fulfill this contract and the Customer will have no right to request any refund. This provision also applies in the case of insertion into lockers of objects prohibited by the Law or these Agreements and Conditions.

### APPLICABLE LAW AND JURISDICTION – LANGUAGE OF THE CONTRACT

This contract is considered completed in Italy. If any term or condition of this Agreement is declared invalid or unenforceable, such statement shall not affect any other provisions of this Agreement which remain in full force and effect for the remainder. Any dispute arising out of or in connection with these Terms and Conditions will be governed by Italian law and referred to the jurisdiction of the Italian Judge. These Terms and Conditions are published on the [www.driwee.it](http://www.driwee.it) website also in a foreign language. For the purposes of interpreting this contract, this text in Italian is valid only and exclusively, recognizing the Customer that the translation into another language has merely informative and non-binding value.

Sign