



GENERAL TERMS OF SALES

1. Scope and stipulation of contract

1.1. The present General Terms are set without prejudice for any statutory provision in force intended for consumer protection (Codice del Consumo) and apply to any sale contract concerning electric vehicles bearing the ITALCAR trademark(s) (hereinafter, also "Good(s)" or "Vehicle(s)") sold by ITALCAR INDUSTRIAL S.r.l.

1.2. By executing and/or accepting the offer form (hereinafter the "**Offer Form**") and the present General Terms of sales the purchaser, whether consumer or professional (hereinafter the "**Customer**") declares his will to purchase the Good, that he hereby represents he has examined (also on a flyer or on the www.italcar.com website) and whose characteristics and features he is fully aware of, and fully accepts, together with the terms and conditions of its sale. The Offer Form shall be sent, duly executed by the Customer, via e-mail or fax (to the references in the footer), to ITALCAR INDUSTRIAL S.r.l.

1.3. The contract shall have as its object the transfer of ownership over ITALCAR Vehicles, both new and used, to be registered as the case may be, as described in the Offer Form, and the corresponding contract is concluded only upon receipt by ITALCAR INDUSTRIAL S.r.l. of the Offer Form executed by the Customer. Following such receipt, ITALCAR INDUSTRIAL S.r.l. shall send to Customer an order summary together with the pro-forma invoice. In case of unavailability of the Vehicle requested by Customer, ITALCAR INDUSTRIAL S.r.l. shall notify the Customer within 15 (fifteen) working days from the day in which the executed Order form has been received, the contract shall not be deemed concluded, and no transmission of summary and pro-forma will be made. Each sales contract concluded between ITALCAR INDUSTRIAL S.r.l. and the Customer shall be deemed concluded upon receipt by ITALCAR INDUSTRIAL S.r.l. of the duly accepted and signed Offer Form, together with the acceptance of the present General Terms of Sales by the Customer.

1.4. ITALCAR INDUSTRIAL S.r.l. undertakes to deliver to the Customer Goods that conform to the sector usages, and with the characteristics defined in the Order Form, including the accessories and fittings, as the case may be, listed therein.

2. Terms of delivery

2.1. Delivery of the Good/s shall take place after the notice, given to Customer, that the Good/s is ready or is available for registration, at the ITALCAR INDUSTRIAL S.r.l. headquarters. Together with such notice, ITALCAR shall also send the Customer the pro-forma invoice displaying the remaining part of the price to be paid to ITALCAR INDUSTRIAL S.r.l. under section 3.3 below.

2.2. Delivery shall take place at ITALCAR INDUSTRIAL S.r.l. headquarter, unless otherwise agreed in writing, and reported in the Order Form by ITALCAR INDUSTRIAL S.r.l.. In any case, transport cost shall be borne by Customer and the delivery shall agreed ex works Rivalta di Torino. Delivery shall occur only after payment of the full balance of the Total Price by the Customer, as per section 3 below.

2.3. Any delivery date set in the order summary by ITALCAR INDUSTRIAL S.r.l. shall be approximate and non-binding for ITALCAR INDUSTRIAL S.r.l.; this latter shall in no way be held responsible for any delay in the delivery of the Goods either if the delay is due to reasons internal to ITALCAR INDUSTRIAL S.r.l., or to force majeure (such as, but not limited to, riots, natural disasters, restrictions to impor licences, suspension/interruption of transports, work interruptions or strikes that delay the manufacturing process).

2.4. The Customer undertakes to pick up the Good(s) within 15 days from notice of readiness at the ITALCAR INDUSTRIAL S.r.l. headquarters in Rivalta di Torino. After the expiration of such term, ITALCAR INDUSTRIAL S.r.l. shall be bound to preserve the Good(s) under, and within the limits of, art. 1768 of the codice civile.

3. Prices, down-payments, payments

3.1 "Price of the Vehicle" means the list price in force at the time of signature of the contract, "agreed price" or total price (hereinafter "**Total Price**") means the price set in the Offer Form, exclusive of VAT, inclusive of the price of the requested fittings and accessories, of transport costs (if included), of the registration and subscription to the Automotive Public Register (in case of vehicles needing registration), of



local taxes. The Customer shall in any case bear the possession tax (if applicable), the mandatory automobile liability insurance policy and any raise of existing taxes, or taxes introduced after the signature of the Order Form. The Total Price set in the Offer Form, and accepted by the Customer shall be firm until delivery of the Good(s).

3.2 Within 5 working days from receipt of the Order Summary, the Customer shall transfer to ITALCAR INDUSTRIAL S.r.l. an amount equal to 30% of the Total Price as set forth in the Order Form and in the Order Summary as a down-payment as displayed in the pro-forma invoice attached to the Order Summary. In case of lack of payment of the said amount in the terms there defined, the contract may be terminated according to article 1456 of the codice civile by ITALCAR INDUSTRIAL S.r.l., by sending to the Customer a registered letter A/R containing the statement of its intention to activate this clause, with the consequence that the parties shall be liberated of their respective obligations.

3.3 The Customer shall pay the residual price, equal to 70% of the Total Price not later than 5 working days from the notification of readiness of the Good(s) and of the pro-forma invoice concerning such residual amount. Should the payment not occur within the said term, the Customer shall be held in breach, and ITALCAR INDUSTRIAL S.r.l. will withhold the Good(s) until the Customer has fulfilled his obligations. In case of lack of payment of the residual price, ITALCAR INDUSTRIAL S.r.l. will be entitled to terminate the contract, also retaining the down payment already performed, and having lien over the Good(s).

3.4 The Customer may pay the full balance of the price in cash at ITALCAR INDUSTRIAL S.r.l. headquarters under those limits set forth in the statutory instruments in force concerning this type of payments. Should ITALCAR INDUSTRIAL S.r.l. accept payments by bank cheque or bank draft or bank transfers, the payment is intended to be performed only upon receipt by ITALCAR INDUSTRIAL S.r.l. of the confirmation by the bank that its account has been credited. This latter clause is applicable also to the down-payment.

3.5 After receipt of the payment, ITALCAR INDUSTRIAL S.r.l. shall issue the corresponding invoice and to send it to the Customer via e-mail or fax. The data on the invoice shall be those communicated by the Customer. No variation of such data shall be possible after the issue of the invoice.

3.6 ITALCAR INDUSTRIAL S.r.l., upon receipt of the payment of the full balance of the Total Price, shall proceed to deliver the Good(s) as described in the Order Form in the needed time, or according to the time set forth in the notification of readiness of the goods, and in any case in the time set forth in section 2.2 above.

3.7 Should the Customer resort to a finance company, he shall submit to this latter a financing proposal covering in whole or in part the price of the Vehicle(s). The payment of that share of the price that the finance company will cover shall be deemed occurred upon execution of the Order Form by the finance company. In case of a residual amount, the Customer shall in any case be bound to pay ITALCAR INDUSTRIAL S.r.l. in cash or through other means of payment (see above) the share of the price not financed by the finance company. Should the Customer submit to the finance company a leasing proposal, this latter, by accepting the Order Form, undertakes to purchase the Good instead of the Customer, and makes all representations and undertakings, and shall be bound by all obligations, arising under the present contract.

4. Terms of Warranty

- 4.1 Refer to ANNEX C - WARRANTY CONDITIONS attached hereto;
- 4.2 The rights of the Purchaser remain firm and unaffected, if he is a consumer, as provided for by the provisions of the Consumer Code;
- 4.3 The Customer is invited to send the "warranty identification and registration form" (present in the use and maintenance manual) using one of the methods described in the form itself.

5. Right of withdrawal

5.1 In case of a sale concluded away of business premises of ITALCAR INDUSTRIAL S.r.l., the Customer, both Professional and consumer, has the right to withdraw from contract, without any penalty being due, and without any particular motive, within 10 days from signature of the Order Form. Withdrawal may be lodged only by sending to ITALCAR INDUSTRIAL S.r.l. a registered letter A/R that shall be entrusted to the post office



within the 10-days term above and in any case the said letter must be anticipated via fax and e-mail to the seller.

6. Conclusion of contract and changes

6.1 The sales contract is to be deemed concluded between the Parties upon receipt by ITALCAR INDUSTRIAL S.r.l. of the acceptance by Customer of the Offer Form and of the present General Terms of Sales. In case the present General Terms of Sales or the Offer Form are changed by the the Customer, this will be held to be a new offer, and the contract won't be deemed concluded. The new offer shall be submitted to ITALCAR INDUSTRIAL S.r.l. for examination; this letter may (i) accept it or (ii) change it. (i) Should ITALCAR INDUSTRIAL S.r.l. resolve to accept the offer, the contract shall be deemed concluded only upon receipt of the acceptance released by ITALCAR INDUSTRIAL S.r.l. of the new Offer at the Customer's premises. (ii) Should ITALCAR INDUSTRIAL S.r.l. resolve to modify it, the offer shall be a new Offer Form and the contract shall be deemed concluded only upon receipt by ITALCAR INDUSTRIAL S.r.l. of the acceptance of the new Offer Form and General Terms of Sales (changed as the case may be).

6.2 The sales contract that provides for coverage by a a finance company is deemed concluded upon receipt by ITALCAR INDUSTRIAL S.r.l. of the acceptance of the Order Form and of the present General Terms of Sale by the finance company. The finance company shall be bound to perform payments to ITALCAR INDUSTRIAL S.r.l. according to the terms of the present General Terms of Sales only when the latter will have delivered the Goods object of the sale to Customer and the corresponding invoice to Customer –in case of financing- or to the finance company –in case of leasing-.

6.3 The Customer will not be entitled to any right not strictly compliant with the above-written agreement, derogations, allowances or waivers –although previously applied- or other declarations, if they do not result from a written instrument.

6.4 The contract may be changed only by written agreement executed by both the Customer and ITALCAR INDUSTRIAL S.r.l.

6.5 The present contract shall not be assigned to any third party but by means of a written agreement executed by both Parties.

7. Personal data management

7.1 The personal anagraphical and tax-related data gathered directly and/or through third parties by the company ITALCAR INDUSTRIAL S.r.l. (headquarters), data controller, are managed through paper, informatical and telematic processes with the aim of performing the contract, to comply with mandatory provisions of law, and in order to allow an effecive management of commercial relationships. E-mail addresses surrendered may be used by the company to send commercial information concerning services similar to those being the subject matter of the agreement hereunder.

7.2 Refusal to surrender the data, where this is not mandatory, shall be evaluated from time to time by the data controller and shall imply different choices in order to the importance of the data required in connection to the management of the commercial relationship, and might imply the impossibility to deliver the contractual sevices.

7.3 The data may be communicated in Italy and/or abroad (exclusively for the purposes above) and therefore managed only for the said purposes by such entities, to:

- our commercial agents;
- factors,
- banking institutions;
- debt collectors;
- credit insurance companies;
- business intelligence companies,
- professionals and consultants;
- companies operating in the transportation sector;

7.4 The data subject may exercise those rights granted under art. 7 of d.lgs. 196/2003 (in specific, the rights of access, rectification, update block of data processing and erasure).



8. Governing Law - Jurisdiction

8.1 The present General Terms of Sales, together with any Order Form and any contract based on them, are governed by Italian law. The Parties agree that any dispute that might arise between them concerning the interpretation, performance or termination of the present contract and, anyway, related to it, shall be subject to the exclusive jurisdiction of the Courts of Torino; in case the Customer is a consumer, the courts of the place of residence of the consumer shall have jurisdiction according to articles 17 and following of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

ANNEX C: Terms of Guarantee