



## 1. PREMISES

These general sales conditions (from now on "**General Conditions**") govern the sale between ALKÈ S.r.l. (from now on "**ALKÈ**") and the client (from now on "**Buyer**") of vehicles manufactured by or on behalf of ALKÈ (from now on "**Vehicles**") as well as Vehicles' accessories and spare parts purchased by the Buyer separately from Vehicles (from now on "**Accessories and Spare Parts**") and, together with Vehicles, "**Products**") and distinguished by ALKÈ's trademarks (from now on "**Trademarks**").

The General Conditions nullify and replace entirely the general conditions of purchase drafted by the Buyer, if any, and prevail on the provisions of the purchase order and of the order confirmation, if conflicting. Any modification, addition, waiver and annulment of the General Conditions must be exclusively agreed between ALKÈ and the Buyer in written form and expressly accepted by ALKÈ.

The adhesion to the General Conditions, as well as any contracts and successive behaviours of the parties which are governed by these General Conditions do not entail – except if agreed otherwise in written form – the conferment of any exclusivity right to the Buyer, nor the establishment of any of the following relations: distributorship, franchising, commission, agency or similar, with or without representation.

## 2. ORDERING PROCEDURE

At Buyer's request, ALKÈ will transmit to the Buyer the quotation of the Products and the invitation to make an offer (from now on "**Quotation**"), containing codes and prices of the Products, terms of payment and any other element necessary for the Buyer to draft and submit the purchase order. The Quotations of the Products issued by ALKÈ will be valid for 30 (thirty) days from the issuance, unless such duration is extended by ALKÈ. An ALKÈ Quotation will be considered irrevocable only if qualified as such by ALKÈ in writing.

On the basis of the Quotation, the Buyer will transmit to ALKÈ the Products' purchase order (from now on "**Order**"), which shall be considered valid only if transmitted by the Buyer to ALKÈ in written form and compliant with the Quotation sent by ALKÈ.

If the Buyer possesses ALKÈ's official price lists, the Buyer shall be entitled to transmit the Order to ALKÈ, even in absence of a previous Quotation. In this particular case, the Order shall contain quantities of the Products, terms of payment and any other information necessary and useful to the definition of the Order.

In any case the Buyer shall enclose to the Order these General Conditions duly signed by the same.

The Order will become binding for ALKÈ - with the consequent perfection of the sale and purchase agreement of the Products between the Buyer and ALKÈ (from now on the "**Contract**") - following the issuance by ALKÈ of the relevant order confirmation in writing, in the form of a pro forma invoice or in any other written form (such as e-mail, fax, etc.).

For confirming the Order, ALKÈ shall be entitled to ask the Buyer to pay an amount not less than 30% (thirty per cent) of the Products' price as a deposit or down payment. The deposit or the down payment will be attributed to the price payment in case the Buyer fulfils the obligations while it will be kept as a penalty in case of non fulfilment of the obligations, save in any case for the compensation of further damages ALKÈ suffered because of Buyer's non fulfilment. Any amendment of the Order shall be received by ALKÈ within 24 (twenty-four) hours from the moment the Order was transmitted to ALKÈ's sales departments. Once this term has expired, ALKÈ will not accept any modification of the Order.

The Order shall always contain the relevant Product's code number, as indicated in the relevant Quotation issued by ALKÈ or in the ALKÈ's official price lists. ALKÈ shall not be liable for the non compliance of the supplied Products to Buyer's expectations if this is originated by

Buyer's errors or inaccuracies in indicating the codes of Products ordered.

ALKÈ reserves the non disputable right to perform on the Products, in any moment and without notice, all amendments deemed appropriate for the improvement of Products' manufacturing, quality and performance.

## 3. SUSPENSION OR CANCELLATION OF THE ORDER BY THE BUYER

In the event of suspension or cancellation of the Order by the Buyer, the following provisions shall apply:

(a) if the Buyer paid an amount as deposit or down payment, ALKÈ will keep the deposit or down payment as penalty, save for the compensation of further damages suffered by ALKÈ;

(b) in any other case, the Buyer shall be charged, as penalty, with the expenses incurred by ALKÈ for the performance of such Order, which shall be calculated in proportion to the status of said performance, plus an amount equal to 10% (ten per cent) of the difference between the total amount of the Order cancelled or suspended and the amount of the aforementioned expenses, save for the compensation of further damages suffered by ALKÈ.

## 4. DELIVERY TERMS

Delivery terms indicated in the Quotation, in the Order, in the order confirmation or elsewhere, are not of essence but only approximate. For this reason, ALKÈ is entitled to reasonably anticipate or postpone the delivery of all or part of the Products, and this shall not constitute ground for the Buyer (i) to cancel the Order, (ii) to ask for the total or partial termination of the Contract and/or of any other contract existing between the parties, if any, (iii) to claim towards ALKÈ the compensation for damages or indemnities, nor (iv) to claim liability of ALKÈ for direct or indirect damages originated by delays in deliveries or for any other reason, except for ALKÈ's gross negligence or malice. If the Buyer refuses to accept the delivery of all the Products or just part of them in the delivery place, as defined according to Incoterms® 2020, within the terms communicated by ALKÈ, the latter shall be entitled to, at its sole undisputable choice, ask the performance of the Contract or terminate, totally or partially, the Contract, keeping the deposit or the down payment referred to in article 2. The ALKÈ's right to compensation of suffered damages shall be safe. Any liability of ALKÈ for any risk and expenses originated by, or inherent to, in whatsoever manner, the stock of the Products by the Buyer is expressly excluded.

## 5. RETENTION OF TITLE

It is expressly agreed that the Products supplied shall remain in the exclusive ownership of ALKÈ until the complete and full payment by the Buyer of all debts arising from the execution of the Contract and/or of any other contract effective between the parties, if any, including interests on late payments and any expenses and costs incurred by ALKÈ due to Buyer's delays in payments.

The Buyer must notify ALKÈ immediately of any actions of seizure, attachment or of any other measure requested by a third party on the Products subject to the retention of title. That notification shall be done in such time to allow ALKÈ to claim towards the third party its right on those Products, save for Buyer's liability towards ALKÈ if the action of the third party compromises ALKÈ's rights on the Products. In the event of becoming subject to bankruptcy or insolvency proceedings or in the event of Contract termination, the Buyer undertakes to allow ALKÈ to enter Buyer's premises and to take possession of the Products subject to the retention of title without any previous notice, and all the expenses connected to the withdrawal of the Products shall be borne by the Buyer.

The Buyer shall refrain from any activity or behaviour that may hinder ALKÈ to identify the Products that are of ALKÈ's ownership by virtue of the retention of title and shall execute all insurance policies necessary to keep ALKÈ harmless from possible damages to the Products and/or deriving from the Products to third parties. Any ALKÈ's delay in exercising its rights arising from this article 5 shall in no event be considered and interpreted as a waiver of these rights in favour of the Buyer.

## 6. PACKAGING

In absence of instructions and specifications by the Buyer in the Order, the packaging of the Products will be performed by ALKÈ, at its own discretion, in the most appropriate way and without additional costs charges. In the event of specific requests by the Buyer with regard to the packaging, not corresponding to the standard packaging of ALKÈ, the packaging shall be charged on the basis of the actual costs incurred by ALKÈ. Save for malice or gross negligence of ALKÈ, in no event and for no reason ALKÈ shall be liable for direct or indirect damages arising from the choice of the packaging.

## 7. TRANSPORT AND SHIPMENTS

Unless otherwise agreed by the Buyer and ALKÈ and confirmed by ALKÈ in writing, the Products will be delivered Ex-Works (Incoterms® 2020) ALKÈ's plant in Padua. In case of terms of delivery belonging to group C or to group D of Incoterms® 2020, and in absence of specific Buyer's written instructions in the Order, the shipment shall be performed with the transport mean deemed most appropriate and by charging the cost in the invoice, and this shall not entitle the Buyer to any complaints.

## 8. WARRANTY

### 8.1 Warranty Period

ALKÈ warrants that the Products are free from defects in material or in assembly due to ALKÈ's actions or omissions for 12 (twelve) months or 1,000 (one thousand) working hours or 15,000 (fifteen thousand) kilometers run, depending on which condition occurs first, starting from the delivery of the Vehicle to the Buyer, as resulting from and certified by a valid tax document.

ALKÈ also warrants that Accessories and Spare Parts are free from defects due to ALKÈ's actions or omissions for 12 (twelve) months from their delivery to the Buyer.

### 8.2 Reparation and Replacement

The warranty includes the sole reparation or replacement, at ALKÈ's unquestionable choice, of the Vehicles' components or Accessories and Spare Parts that turned out to be faulty. Any other remedy in favour of the Buyer is excluded.

Reparation or replacement activities, if any, do not extend the original warranty duration, which always runs from the date the Product was delivered to the Buyer.

In case of replacement interventions under the warranty, components removed are of ALKÈ's ownership and shall be returned to the latter within 30 (thirty) days from replacement, and the warranty for replacing components shall expire in any case upon the expiry of the warranty for the Product to which they belong.

### 8.3 Exclusions regarding Components

The warranty does not include and does not cover any defects caused by:

- fire, accident or theft;
- wrong use or negligence or inexperience in using the Product;
- overload of the Product with respect to the parameters indicated in the user's manual;
- use of the Product in particularly hard driving conditions, for example: torn roads, streets covered with snow, the approaching of curbs, road humps and pavements in high speed, imbalanced loads, vertical overload on the towing attachment, very high number of daily stop&go etc.;
- reparations or replacements carried out on the Product by unauthorized staff;
- installation of non original replacing components or of replacing components of quality not equal to the original;
- alterations, tampering, and/or modifications carried out on the Product that change the original technical characteristics, including the installation of non original accessories;

- use of unsuitable fuel;
- incorrect power supply (electric overload or sudden changes in the power voltage) while the Vehicles' batteries are charging;
- chemical products transported by the air, deposits-resins coming from the trees, debris in the street (stones, gravel etc.), salt, hailstones, flooding, windstorms, bird excrements, lightning and other weather conditions, riots and wars;
- damages due to the use or transportation of abrasive or aggressive products as well as chemical/corrosive substances;
- effects due to water contamination or corrosion originating from total or partial immersion in the water.

### 8.4 Exclusions regarding Batteries

With specific reference to batteries mounted in the Vehicles, they are not covered by warranty in the event of damage as a result of one or more of the following:

- batteries are operated and maintained not in accordance with the manufacturer instructions or, if no requirements are specified, best industry practice;
- abuse or neglect, or damage to batteries which are opened, tampered with, or otherwise altered in any manner including, but not limited to, the introduction of any special additives or electrolyte into the battery;
- natural forces such as wind, lightning, hail; damage due to fire, collision, explosion, vandalism, theft, penetration or opening of the battery case in any manner;
- if the top decorative cover or original labels/stickers (ID number, safety alerts, etc) have been removed;
- overcharging, undercharging, improper charging, charge with improper charger, charging or installing in reverse polarity, improper maintenance, allowing the battery to be deeply discharged via a parasitic load or mishandling of the battery such as, but not limited to, using the terminals for lifting or carrying the battery;
- battery sulphation (e.g. absence of proper periodic charging or long battery inactivity) or battery oxidation (e.g. lack of periodic electrolyte filling activity for batteries that need it);
- normal deterioration in the electrical qualities or the acceleration of such deterioration due to conditions that accelerate such deterioration.

In addition, the warranty shall not apply if ALKÈ will not be provided with the diagnostic logs of the periodic checks of the battery performed during the scheduled maintenance activities of the Vehicle (service). These logs must be recorded with appropriate diagnostic tools authorized by ALKÈ (logs generated by battery BMS in case of lithium LiFePO<sub>4</sub> battery and by ALKÈ VBC in all other cases), always under penalty of forfeiture of warranty.

In any case, if the batteries ensure at least 75% (seventy-five percent) of the nominal residual capacity at 25° C (twenty-five degrees centigrade), they shall be considered fit for use and not defective, and therefore no warranty shall apply.

### 8.5 Other Exclusions

Warranty does not include and does not cover, except if it is proven that it is a defect in workmanship, the following events: discoloration/fading of textiles and plastics, breaking of glasses and crystals, regulation of the limber geometry, pneumatic tires balance, brake discs wear and brake pads wear, shock absorbers wear.

The present warranty neither includes and covers checking and maintenance of the Products. Scheduled checking and maintenance activities (also called service) carried out in the warranty period shall be at Buyer's expenses, as well as any other checking and maintenance activity due to wear, accident, driving and driving conditions which do not conform to the indications set forth in the user's manual.

Maintenance activities include, for example but not limited to, checking carried out on the engine, regulations, liquids and filters replacement, lubrication, cleaning, spark plugs and fuses replacement, screen wiper's brushes replacement, auxiliary belts replacement, brake pads replacement, brake shoes replacement, clutch's friction material replacement and electric engines' brushes replacement.

### 8.6 Conditions for Validity and Effectiveness of Warranty

Warranty shall not be valid and hence shall lose any effectiveness in case of tampering of the odometer or of any other control units of the Vehicle, carried out directly or indirectly by the Buyer with malice, negligence or inexperience, that impedes the exact determination of the kilometres run or of the real working hours of the Vehicle and, as a consequence, the real and effective maintenance activity carried

out on the Vehicle.

For the warranty to be valid and effective, all of the following conditions shall be fulfilled:

- the Buyer must have reported the defect of the Products to ALKÈ within 10 (ten) days from its discovery, sending the warranty application form (available at the following web address <http://www.alke.com/warranty>) correctly filled in and signed, accompanied by the relevant supporting photographic or video material clearly showing the Product's defect, and, if expressly asked by ALKÈ, also the faulty component, at Buyer's expenses;
- the Buyer must have been using the Product according to the indications contained in the user's manual, and in any case according to the use the Product itself was designed and built for;
- the Buyer must have been carrying out the scheduled maintenance activities of the Vehicle (service) according to ALKÈ's instructions contained in the user's manual and must have been keeping all the relevant necessary documents;
- every maintenance and reparation activity must have been performed by ALKÈ's authorized staff using only the original spare parts or those suggested by ALKÈ.

### 8.7 Provisions on Sale by ALKÈ to Non-Consumer Final Users

In the case of direct sale of the Product to a Buyer who happens to be also the final user of the Product, for aims inherent to business, commercial, hand-craft or professional activity carried out by the same ("**Non-Consumer Final User**"), the reparation and the replacement of the faulty components, if any, will be carried out by ALKÈ in its plant or in a service centre indicated by ALKÈ. Therefore the Buyer shall transport the Product, by itself and at its own expenses, to ALKÈ's plant or to the service centre indicated by ALKÈ. In the latter case, ALKÈ will ship the replacing components to the indicated service centre free of charge, except for the case that the service centre is located in a place considered by the main shipping companies isolated or remote, in which case the Buyer shall be charged with additional shipping costs applied by the shipping companies for the shipment of the components in that area. The costs of the labour for the reparation or replacement of the faulty component by ALKÈ or by the service centre will not be separately charged.

If the Buyer does not intend to avail itself of the support provided by ALKÈ's service centres, (i) ALKÈ will ship the replacing components to Buyer's address free of charge, except for the case that Buyer's address is located in a place considered by the main shipping companies isolated or remote, in which case the Buyer shall be charged with additional shipping costs applied by the shipping companies for the shipment of the components in those area; and (ii) the Buyer shall repair or replace the faulty component at its expenses, and will not be reimbursed for any costs, including labor costs, incurred for such interventions.

### 8.8 Provisions on Sale by ALKÈ to Resellers

In the case of direct sale of the Product to a Buyer who happens to be also a reseller of ALKÈ's Products, (i) ALKÈ will ship the replacing components to the reseller free of charge, except for the case that the reseller's plant is located in a place considered by the main shipping companies isolated or remote, in which case the reseller shall be charged with additional shipping costs applied by the shipping companies for the shipment of the components in that area; and (ii) the reseller shall repair or replace the faulty Product's component at its expenses, and will not be reimbursed for any costs, including labor costs, incurred for such interventions.

ALKÈ may grant to the reseller an extension of the warranty period for maximum 30 (thirty) days in respect to what is specified in article 8.1 in the event the reseller puts the Products temporarily in stock before the resale to final users or in case the reseller requires a reasonable time before taking full possession of the Product. In order to obtain the extension of warranty: (i) in the first event, the reseller shall send to ALKÈ - within 15 (fifteen) days from its issuance - copy of the invoice or other document having tax validity in which the purchase date of the Products by the user is shown; (ii) in the second case, the reseller shall provide ALKÈ with evidence of the date on which the reseller has taken full possession of the Product.

### 8.9 Provisions on Sale by Resellers to Non-Consumer Final Users

ALKÈ grants a direct warranty towards Non-Consumer Final Users to whom the reseller sold directly the Vehicle, on the conditions set forth in ALKÈ's general conditions of warranty for sales by resellers to Non-Consumer Final Users. The reseller is obliged to deliver the

above-mentioned general conditions of warranty to Non-Consumer Final Users, and only to them, as well as to perform the relevant warranty interventions on behalf of ALKÈ. With regard to the costs of such interventions:

(a) during the warranty period granted by ALKÈ to the reseller under article 8.1 above, the provisions of the first paragraph of article 8.8 above shall apply;

(b) after the expiry of the warranty period granted by ALKÈ to the reseller under article 8.1 above, all expenses necessary (labour and components) to perform such warranty interventions shall be borne exclusively by the reseller with exclusion of any right of recourse against ALKÈ.

All claims towards ALKÈ relating to these warranty interventions shall be made to the reseller according to article 8.6 above.

The warranty provided for in this article 8.9 shall not apply to Accessories and Spare Parts.

## 9. EXCLUSION OF LIABILITY

The warranty set forth in article 8 above absorbs and replaces any other legal or conventional warranty and excludes any other ALKÈ's liability towards the Buyer. For this reason, no charge or compensation for damages may be claimed by the Buyer towards ALKÈ for loss of profits, nor for any other direct or indirect damage suffered due to Products' defects. This exclusion of liability shall not be effective in case of ALKÈ's malice or gross negligence. Furthermore, ALKÈ declines any liability for damages that may arise, directly or indirectly, to people, things and animals because of Buyer's failure to comply with the instructions of the user's manual.

## 10. VALUE OF THE CATALOGUES

Characteristics, quality, materials, colours and other figurative data displayed in the catalogues, prospects, newsletters, advertisements, illustrations, price lists and every other ALKÈ's illustrative document, as well as characteristics of the models sent by ALKÈ to the Buyer, are to be qualified merely as approximate information and not subject to the warranty according to article 1497 of the Italian Civil Code.

## 11. PRICES AND PAYMENT TERMS

The Products' prices are those indicated in the Quotation and, in absence of the latter, those indicated in the price list effective at the moment the Buyer submitted the Order, as successively confirmed in the order confirmation.

Payment terms are those agreed by the parties in accordance with article 2 above and indicated in the invoice.

Upon expiry of the agreed deadlines, ALKÈ shall be automatically entitled (i) to charge default interests on late payments adding to the statutory rate additional 8 (eight) percentage points calculated on daily basis and for each day of delay, and (ii) to suspend the fulfilment of any pending Orders or to terminate the Contract as set forth in article 14.

The Buyer shall be obliged to entirely pay the price of the Products also in case of claim or litigation. The set-off with Buyer's credits, originated in whatsoever manner, towards ALKÈ, if any, is not allowed.

## 12. INVOICES

The invoices are deemed to be entirely accepted if not rejected within 5 (five) days from their receipt.

## 13. PRICE LISTS

The prices indicated in the price lists may be subject to variations due to market needs or variations of the cost of raw materials, without any advance notice to the Buyer. Prices variations shall not apply to the Orders already accepted by ALKÈ according to article 2 above.

## 14. ALKÈ'S RIGHT TO SUSPEND THE PERFORMANCE OF THE ORDER AND TO TERMINATE THE CONTRACT

ALKÈ reserves the right to suspend or cancel the performance of the Order, even if the latter has been confirmed, or to render the delivery of the Products subject to advance payment in full of the price and of any other sum that may be due, or to presentation of adequate

guarantees, should any of the following cases occur: a) any failure or delay in compliance by the Buyer, either with regard to previous Orders or to the Order in question; b) a material change in the person of the Buyer, in its company structure or situation, in its financial or property situation or in its commercial image; c) protests, executive or precautionary proceedings against the Buyer; d) suspension, difficulties or delays in fulfilling third party obligations by the Buyer; e) being the Buyer in a state of insolvency or subject to composition procedures.

All deliveries of Products suspended and/or conditioned for situations referred to in this article 14 will be deferred until the first useful date for ALKÈ subsequent to the cessation of the relevant situation. Should the above mentioned situation last for a period longer than six (6) months, ALKÈ shall be entitled to declare the total or partial termination of the Contract. Any delay by ALKÈ in exercising its rights under this article 14 shall not be interpreted as a waiver of them in favour of the Buyer.

## 15. PRODUCTS' TRACEABILITY AND RECALL

In the event of resale of the Products by the Buyer to a third party, the Buyer shall guarantee a full traceability of Products and, in case of procedures of mandatory and/or voluntary recall of Products for serial defects, shall provide the utmost level of cooperation to ALKÈ and comply with any initiative ALKÈ decides to undertake. Should ALKÈ decide to withdraw the Products from the market, the Buyer shall be entitled to obtain, at ALKÈ's sole discretion, the replacement of the Products or, alternatively, the reimbursement of the price already paid. In no event shall ALKÈ be liable for compensation of any other direct or indirect damage, such as - but not limited to - loss of profit and loss of image/commercial reputation.

## 16. INDUSTRIAL PROPERTY RIGHTS

Unless otherwise agreed in writing, the adhesion to the General Conditions, as well as all Contracts and successive behaviours governed by these General Conditions do not grant the Buyer the right to use, in any form, the industrial property rights owned by or licensed to ALKÈ.

Any reproduction or use of the Trademarks or of any other distinguishing sign put by ALKÈ on the Products is strictly forbidden, save if previously authorized in writing by ALKÈ. It is also strictly forbidden for the Buyer to remove, cancel or alter the Trademarks, labels or distinguishing signs from the Products, as well as to put on the Products new trademarks, labels or any symbol of whatsoever nature.

## 17. PROCESSING OF PERSONAL DATA

The data of the Buyer collected through the issuance of the Order will be kept in the database of ALKÈ (Data Controller) and may be used not only for executing the Contract or other obligations provided for by the law (such as accounting obligations) but also for commercial purposes, such as sending advertising material or commercial offers. The consent to the processing of data is mandatory for the purpose of executing the Contract and other obligations set forth by law, while it is optional in all other cases. The communication of the data will occur exclusively within the company group of ALKÈ and the relevant subsidiaries or affiliated companies.

In any case, the Buyer shall be always entitled: a) to know about the existence of the processing of its personal data; b) to know the place in which the data are kept; c) to obtain from the Data Controller confirmation as to whether or not personal data concerning it exist and the communication of such data and of their source, as well as the ground and purpose justifying collection, recording and use of the data; d) to have them erased, made them anonymous or stop the use or object to their processing, in all or in part, for lawful reason.

## 18. PROCESSING OF PERSONAL DATA PROVIDED BY ALKÈ

ALKÈ processes personal data provided voluntarily by users of the Products in accordance with European regulations on security and privacy. The complete information is available at the web address [www.alke.com/privacy-policy](http://www.alke.com/privacy-policy).

If the Buyer happens to be also a reseller, it is required to guarantee the full application of all applicable laws and regulations concerning

the processing of personal data in the management of users' data provided by ALKÈ. These data will be used by the reseller only and exclusively to provide the user with the service explicitly requested to ALKÈ.

## 19. INTERPRETATION

In case of any discrepancies between the Italian and the English version of the General Conditions, the Italian version will prevail.

## 20. EXCLUSIVE JURISDICTION AND APPLICABLE LAW

For any dispute that may arise between the Buyer and ALKÈ both with reference to the General Conditions and to each Contract executed between said parties, also of extra-contractual nature, it is hereby agreed that the court of exclusive jurisdiction shall be that of Padova, Italy.

These General Conditions and Contracts executed by the Buyer and ALKÈ shall be subject wholly and exclusively to Italian law. The applicability of the Vienna Convention 1980 on the International Sale of Goods is hereby expressly excluded.