ALKE GENERAL CONDITIONS OF SALE

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1. SCOPE AND APPLICATION

1.1 These General Conditions of Sale ("GCS") govern all sales by Alkè S.r.l. ("ALKE") to the customer ("Buyer") of vehicles manufactured by or on behalf of ALKE ("Vehicles"), and of accessories and spare parts purchased separately from Vehicles ("Accessories and Spare Parts"; together with Vehicles, the "Products").

1.2 These GCS apply to all quotations, Orders and Contracts unless ALKE expressly agrees otherwise in writing. Any Buyer purchase conditions are excluded, even if referred to in an Order or other document, unless expressly accepted by ALKE in writing.

1.3 Where the Buyer is an ALKE Authorized Partner, the applicable Authorized Partner Agreement and Commercial Schedule govern the continuing commercial relationship. These GCS govern individual sales together with the relevant Order Confirmation and the other ALKE documents expressly applicable to that supply.

1.4 Acceptance of these GCS does not by itself create exclusivity, agency, franchise, commission, representation or distributorship rights.

2. QUOTATIONS

2.1 At the Buyer's request ALKE may issue a quotation identifying Products, configuration, price, payment conditions, indicative delivery and other relevant commercial terms ("Quotation"). Unless otherwise stated, a Quotation is valid for 30 days.

2.2 Quotations are invitations to place an Order and do not bind ALKE until ALKE issues its written Order Confirmation. Technical or commercial information not expressly incorporated into the Order Confirmation remains indicative.

2.3 Where ALKE provides a budgetary quotation, indicative price or Vehicle configuration in support of a Partner sale, it does not constitute a binding offer by ALKE to the End Customer unless ALKE is expressly identified as the seller.

3. ORDERS AND ORDER CONFIRMATION

3.1 The Buyer shall submit Orders in writing, identifying the applicable Product codes, quantities, configurations and any other information reasonably required by ALKE.

3.2 The Order becomes binding on ALKE only when ALKE issues a written Order Confirmation, including by pro-forma invoice or electronic communication. The Contract consists of the Order Confirmation, these GCS and any documents expressly incorporated therein.

3.3 The Buyer is responsible for the accuracy of Product codes, configuration data and other information supplied with the Order. ALKE is not responsible for non-conformity with the Buyer's expectations caused by incorrect or incomplete ordering information.

3.4 Changes or cancellation requested after Order Confirmation require ALKE's written acceptance. ALKE may charge costs already incurred, non-recoverable commitments and other losses caused by the requested change or cancellation. Where a deposit has been paid, ALKE may retain it to the extent permitted by applicable law, without prejudice to further proven damages.

3.5 ALKE may introduce technical changes intended to improve manufacturing, quality, safety or performance provided they do not materially reduce the agreed functionality or regulatory status of the confirmed configuration.

4. PRICES AND PRICE LISTS

4.1 Prices are those stated in the relevant Order Confirmation. In the absence of a specific Quotation, the applicable price is based on the ALKE Price List effective when the Order is placed and subsequently confirmed by ALKE.

4.2 Price Lists may be updated by ALKE for market, product or cost reasons. Updated prices apply only to new Orders from their communicated effective date and do not alter Orders already confirmed by ALKE.

4.3 Unless expressly included in the Order Confirmation, prices do not include special approvals, certifications, commissioning, kick-off meetings, on-site training, third-party inspections, FAT, destination-specific registration work or similar additional activities.

5. PAYMENT

5.1 Payment terms are those stated in the Order Confirmation. Unless otherwise agreed therein, Vehicles in standard catalogue configuration are payable 30% at Order and 70% before shipment. Vehicles involving customization, special configurations - including explosion-proof configurations - special equipment or other modifications compared with the standard catalogue configuration are payable 50% at Order and 50% before shipment.

5.2 Amounts due shall be paid without deduction or set-off, except where expressly agreed by ALKE or established by a final enforceable decision. A warranty claim or other dispute does not suspend payment of undisputed amounts.

5.3 Late payment entitles ALKE to interest and recovery costs under applicable commercial late-payment law and to exercise the suspension and termination rights under Article 23.

6. RETENTION OF TITLE

6.1 Products remain the property of ALKE until full payment of all amounts due for the relevant supply and, where legally enforceable, other amounts due under the commercial relationship.

6.2 Until title passes, the Buyer shall preserve and identify the Products appropriately, keep them adequately insured and immediately inform ALKE of attachment, seizure or third-party claims affecting them.

6.3 In case of non-payment, insolvency or termination, the Buyer shall cooperate in allowing ALKE to recover Products still subject to retention of title, to the extent permitted by applicable law. Recovery costs caused by the Buyer's default are borne by the Buyer.

6.4 Delay by ALKE in exercising rights under this Article does not constitute waiver.

7. FORCE MAJEURE

7.1 Neither Party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, war, terrorism, epidemics or pandemics, governmental measures, strikes, major cyber/IT incidents, energy interruptions, transport disruption, shortages of materials or components and material supply-chain disruption.

7.2 The affected Party shall notify the other Party within a reasonable time and use reasonable efforts to mitigate the effects. Delivery dates shall be extended for the period reasonably affected.

7.3 If substantial prevention continues for more than six months, either Party may terminate the affected unperformed portion of the Contract without liability for such termination, without prejudice to rights accrued before termination.

8. DELIVERY TIMES

8.1 Delivery dates stated in Quotations, Orders or Order Confirmations are estimates unless expressly identified by ALKE as binding.

8.2 A reasonable delay does not entitle the Buyer to cancel the Order, terminate the Contract or claim damages or indemnities, except where otherwise required by mandatory law or in case of ALKE's gross negligence or wilful misconduct.

8.3 If the Buyer fails or refuses to take delivery when the Products are made available in accordance with the agreed delivery term, ALKE may store the Products at the Buyer's risk and expense and may exercise the remedies available under the Contract and applicable law.

9. DELIVERY, TRANSPORT, RISK AND INSPECTION

9.1 Unless otherwise expressly agreed, delivery is EXW ALKE plant, Padua, Italy (Incoterms® 2020). Risk passes in accordance with the agreed Incoterm.

9.2 Where ALKE arranges transport under another agreed Incoterm and the Buyer has not given specific written instructions, ALKE may select a reasonable transport method and charge the applicable cost.

9.3 The Buyer shall inspect the Products promptly after delivery and notify ALKE without undue delay of externally visible transport damage, shortages or obvious non-conformities, without prejudice to hidden defects and warranty rights that could not reasonably be identified at delivery.

9.4 Non-standard packaging requested by the Buyer may be charged at cost. In the absence of specific instructions, ALKE will use packaging it considers appropriate for the agreed delivery method.

10. PRODUCT USE, DOCUMENTATION AND OPERATOR RESPONSIBILITY

10.1 The Buyer shall ensure that Products are used, charged, maintained and operated in accordance with the applicable User and Maintenance Manual, safety instructions, rated loads and technical limitations.

10.2 The Buyer is responsible for ensuring that operators are appropriately instructed and, where required, trained for the intended use and local operating environment.

10.3 ALKE is not responsible for integrations, modifications, bodies, equipment or systems added after delivery by the Buyer or third parties and not designed or expressly approved by ALKE, including their effects on safety, performance, homologation or regulatory compliance.

11. HOMOLOGATION, ROAD LEGALITY AND LOCAL COMPLIANCE

11.1 Any statement concerning homologation, road registration or regulatory compliance refers only to the specific Vehicle configuration, destination and documentation expressly supplied or confirmed by ALKE. The homologation of an underlying platform does not automatically extend to subsequent conversions or configurations.

11.2 Special configurations or conversions, including ATEX / explosion-proof Vehicles, may not retain the road homologation or road-registration eligibility of the underlying Vehicle platform, even where the base platform is derived from an EU N1-homologated Vehicle.

11.3 For Vehicles supplied outside the European Union, the default intended status is Off-Road / Private-Area Use unless ALKE expressly confirms in writing that the specific configuration is intended and documented for road registration in the destination market.

11.4 The Buyer, importer or Partner is responsible for identifying and complying with local registration, import, operation and resale requirements not expressly undertaken by ALKE. The Buyer shall not represent a Product as road legal, certified or approved beyond the scope expressly documented by ALKE.

12. MAINTENANCE, ALTERATIONS AND TECHNICAL INTEGRITY

12.1 Scheduled maintenance shall be performed in accordance with the intervals and procedures specified in the applicable ALKE User and Maintenance Manual.

12.2 Scheduled maintenance shall be recorded promptly upon completion in the ALKE-designated service management system in accordance with the applicable ALKE procedure. The Party or service provider performing the maintenance is responsible for accurate registration and appropriate supporting documentation shall be retained.

12.3 Maintenance and repair shall be performed by competent personnel in accordance with ALKE technical requirements, using original parts or parts of equivalent quality and suitability. Warranty repairs carried out on behalf of ALKE remain subject to ALKE authorization and procedures.

12.4 Alterations, tampering or third-party modifications may affect warranty, safety or regulatory status where they cause or contribute to a defect or prevent reliable technical verification.

13. COMMERCIAL WARRANTY

13.1 Standard Warranty. Vehicles supplied by ALKE as new are covered for 24 months, 2,000 operating hours or 20,000 km, whichever occurs first. The traction battery is covered for 24 months or 1,000 cycles, whichever occurs first, subject to this Article 13 and the applicable ALKE technical documentation supplied or expressly identified for the relevant Vehicle.

13.2 Extended Warranty and Optional Coverage. Where Extended Warranty is expressly selected and confirmed at the time of the Vehicle Order, the applicable duration, usage limits, coverage and specific conditions are governed by the ALKE Extended Warranty Program expressly incorporated into the relevant supply. Any other optional warranty coverage must be expressly identified in the Order Confirmation together with its applicable conditions. Unless otherwise expressly stated by ALKE, optional warranty coverage must be selected at the time of the Vehicle Order and cannot be added retrospectively.

13.3 Special Warranty Conditions. Different warranty terms, including different duration, usage limits, service arrangements or parts supply conditions, may apply to special-purpose or

specially configured Vehicles, including explosion-proof configurations, and to Vehicles supplied to destinations where specific technical, regulatory, service or logistical conditions apply. Any such different conditions shall be stated in the relevant Quotation, Order Confirmation or specific warranty document expressly identified for that supply and shall prevail over the Standard Warranty provisions above. Legacy and discontinued Vehicle platforms remain subject to the warranty conditions applicable to the relevant supply.

13.4 Vehicle and traction battery coverage have separate limits. Coverage automatically expires when the first applicable time or usage limit for that coverage is reached. Accessories and Spare Parts purchased separately are covered for 12 months from delivery unless otherwise agreed.

13.5 Warranty commencement normally corresponds to delivery of the Vehicle by ALKE to the Buyer. For an Authorized Partner, where End Customer delivery is registered under the applicable ALKE procedure with satisfactory documentary evidence, commencement may be shifted to the documented End Customer delivery date, but in no event later than 120 days after ALKE's delivery to the Partner.

13.6 The Partner shall register End Customer delivery within 15 days of such delivery. Evidence may include a sales invoice, delivery note or equivalent document acceptable to ALKE. Irrelevant commercial information, including resale price, may be redacted. Late registration may be accepted by ALKE where satisfactory verifiable evidence is provided. If End Customer delivery is not registered, warranty commencement remains ALKE's delivery date to the Partner.

13.7 The warranty remedy is, at ALKE's choice, repair or replacement of the covered defective component. Repair or replacement does not restart or extend the original warranty. Removed components become ALKE property where return is requested.

13.8 Warranty does not cover normal wear, routine service or consumables, nor defects or damage caused by accident, theft, misuse, negligence, overload, use outside ALKE specifications, severe or inappropriate driving or operating conditions, improper charging or power supply, unsuitable repair or components, unauthorized modifications, corrosive/aggressive substances, water immersion/contamination, external/environmental events or other causes not attributable to a covered defect.

13.9 Severe or inappropriate use includes, by way of example, excessive or unbalanced loads, excessive towing or vertical loads, exceeding the Vehicle's maximum permitted speed or motor operating limits (including motor over-revving), high-speed impacts with curbs, road humps or similar obstacles, continued operation despite relevant warning signals or known malfunctions, and any other operation materially outside the Vehicle's design conditions or inconsistent with the User and Maintenance Manual.

13.10 Traction battery coverage is subject to the charging, storage, operating-temperature, diagnostic and maintenance requirements specified in the applicable User and Maintenance Manual and ALKE technical documentation. For lithium traction batteries, normal capacity loss over time does not in itself constitute a defect. Residual capacity below 70% of the battery pack nominal capacity declared by ALKE for the specific configuration is covered within the applicable time and usage limits, subject to the applicable exclusions and contribution percentages. Other covered defects may be assessed irrespective of this threshold. Where Extended Warranty is selected, the additional conditions of the ALKE Extended Warranty Program expressly incorporated into the supply also apply. This threshold does not exclude coverage for other covered defects, even where residual capacity is 70% or higher.

13.11 Warranty eligibility requires compliance with prescribed maintenance. Failure to comply may exclude coverage for defects caused or materially contributed to by that failure, subject to mandatory law. If maintenance was performed but not timely recorded, ALKE may require satisfactory verifiable evidence.

13.12 Tampering with the odometer, operating-hour counter, diagnostic data or other control systems in a manner that prevents reliable verification of Vehicle usage or maintenance may result in rejection of the affected claim.

13.13 Claims shall be submitted through the procedure designated by ALKE within 10 days from discovery of the defect, unless mandatory law requires otherwise. ALKE may request reasonable supporting evidence concerning Vehicle identity and condition, mileage, operating hours, diagnostic information, maintenance history and the reported defect, including photographs, video, diagnostic records or return of the affected component. Assessment may be suspended until reasonably necessary information is provided.

13.14 For direct sales to a professional End User, covered repair/replacement will be carried out by ALKE or through a service arrangement indicated or approved by ALKE. Unless otherwise agreed, transport of the Vehicle to the service location is borne by the Buyer.

13.15 For sales to Authorized Partners/resellers, covered replacement components are supplied by ALKE free of charge in accordance with the applicable warranty conditions. Standard shipment of such components is included to the Partner or agreed service location where this can be served through ALKE's ordinary distribution channels. Additional freight, surcharges or special logistics costs arising from remote or difficult-to-serve destinations, islands, expedited delivery, special transport requirements or similar circumstances may be charged to the Buyer. The Partner performs or arranges local warranty and after-sales activity at its own expense and local labour is not separately reimbursed unless expressly agreed.

13.16 The Partner remains the independent seller to its End Customer, manages the local warranty relationship and is responsible for mandatory warranty, consumer-protection and other legal obligations applicable to the resale. ALKE's commercial warranty governs the ALKE-Buyer relationship and does not automatically determine or extend the Partner's statutory obligations to its End Customer.

13.17 Goodwill Support. ALKE may, on a case-by-case basis, provide support outside strict warranty coverage for commercial goodwill reasons. Such support is voluntary, does not amend the applicable warranty conditions and does not create a precedent or entitlement for other cases.

14. EXCLUSION OF OTHER COMMERCIAL WARRANTIES

14.1 Except for the express commercial warranty in Article 13 and any specific written warranty granted by ALKE, no additional commercial warranty is granted by ALKE.

14.2 This Article does not exclude or limit rights or liabilities that cannot lawfully be excluded or limited under applicable mandatory law.

15. LIMITATION OF LIABILITY

15.1 To the maximum extent permitted by law, ALKE shall not be liable for indirect, consequential or special loss, loss of profit, loss of production, loss of business, loss of use or reputational loss arising from the Products or the Contract.

15.2 Except where liability cannot lawfully be limited, ALKE's aggregate contractual and non-contractual liability arising from or relating to an affected Product shall not exceed the net price paid to ALKE for that affected Product.

15.3 Nothing in these GCS excludes or limits liability that cannot lawfully be excluded or limited, including liability for fraud, wilful misconduct or gross negligence where applicable, or mandatory product-safety and product-liability obligations.

15.4 ALKE is not liable for consequences caused by failure to follow Product instructions, misuse, overload, third-party alterations or other circumstances attributable to the Buyer, End Customer or third parties.

16. THIRD-PARTY MODIFICATIONS AND INSTALLATIONS

16.1 Bodies, accessories, software, electrical equipment, attachments or other modifications installed by the Buyer or third parties after delivery are outside ALKE's responsibility unless expressly designed or approved by ALKE for the specific application.

16.2 The Buyer is responsible for ensuring that such modifications comply with applicable law and do not compromise Vehicle safety, structural integrity, electrical compatibility, rated capacities, homologation or other regulatory status.

16.3 ALKE warranty remains unaffected for unrelated covered defects, but does not cover defects or damage caused or materially contributed to by such third-party work.

17. RESALE, PARTNER RESPONSIBILITY AND TRACEABILITY

17.1 A Buyer reselling Products shall preserve reasonable Vehicle/VIN and End Customer traceability and provide information reasonably necessary for warranty, safety campaigns, recalls and legally required field actions.

17.2 The Partner is an independent reseller and shall not represent itself as ALKE's agent or as having authority to bind ALKE unless expressly authorized in writing.

17.3 The Partner is responsible for its own resale prices, payment terms and conditions of sale and for compliance with mandatory legal requirements applicable to its sales to End Customers.

18. SERIAL DEFECTS, SAFETY CAMPAIGNS AND RECALL

18.1 The Buyer shall promptly inform ALKE of serious accidents, fires, suspected safety defects, recurring material failures or authority actions concerning the Products and shall provide reasonable information available to it.

18.2 In the event of a suspected serial defect or safety issue, ALKE may investigate and determine appropriate technical action. The Buyer shall reasonably cooperate with inspections, customer tracing, communications, corrective campaigns and mandatory or voluntary recalls.

18.3 Where ALKE decides to withdraw affected Products from the market, ALKE may, subject to mandatory law and the circumstances of the corrective action, repair, replace or reimburse the affected Product. The limitations in Article 15 apply except where mandatory product-safety or product-liability law provides otherwise.

18.4 Expiry of commercial warranty does not limit safety, corrective-action or recall obligations arising independently under mandatory law.

19. PRODUCT INFORMATION, CATALOGUES AND MARKETING MATERIAL

19.1 Characteristics, materials, colours, illustrations, performance data and other information in catalogues, websites, brochures, newsletters, advertisements, price lists and similar materials are indicative unless expressly incorporated into the relevant Order Confirmation.

19.2 ALKE may update Product specifications and marketing material as Products evolve, subject to Article 3.5 for confirmed Orders.

20. INTELLECTUAL PROPERTY, SOFTWARE AND TRADEMARKS

20.1 ALKE and its licensors retain all intellectual and industrial property rights in Products, trademarks, software, technical documentation, designs and materials.

20.2 Sale of a Product does not transfer ownership of embedded software or intellectual property. The Buyer receives only the rights necessary to use the Product as intended, subject to applicable licence terms.

20.3 The Buyer shall not remove or alter ALKE trademarks, identification labels or safety markings, nor reproduce or use ALKE trademarks or protected materials except as expressly authorized.

20.4 Reverse engineering, copying, unauthorized modification or circumvention of protected software or technical systems is prohibited to the extent permitted by applicable law.

21. EXPORT CONTROL, SANCTIONS AND REGULATORY RESTRICTIONS

21.1 Each Party shall comply with applicable export-control, sanctions and trade-restriction laws relating to the Products and their destination, resale or end use.

21.2 The Buyer shall not export, re-export, transfer or use Products in violation of applicable restrictions and shall provide reasonable end-user, destination or compliance information requested by ALKE where necessary for lawful supply.

21.3 ALKE may suspend or refuse affected performance where continuing would create a material sanctions, export-control or other regulatory risk, without liability for such suspension where required or reasonably necessary for compliance.

22. DATA PROTECTION AND DIGITAL SYSTEMS

22.1 Each Party shall process personal data in accordance with applicable data-protection law. ALKE's current privacy information is provided through its official privacy notice.

22.2 Where the Buyer is a Partner/reseller, End Customer and user data obtained or transmitted for Vehicle registration, warranty, service, safety, technical support or recall shall be processed only for lawful purposes and with appropriate safeguards.

22.3 The Buyer shall use ALKE-designated digital systems reasonably required for Vehicle registration, warranty, service records and related technical processes and shall provide accurate information.

23. ALKE RIGHT TO SUSPEND OR TERMINATE

23.1 ALKE may suspend performance, require advance payment in full or adequate security, or terminate affected Orders where: (a) the Buyer materially fails to pay or perform; (b) material circumstances objectively jeopardize payment; (c) the Buyer is subject to material enforcement or precautionary proceedings; (d) the Buyer becomes insolvent or subject to insolvency

proceedings; or (e) performance would create a material legal, sanctions or export-control risk.

23.2 Suspended deliveries shall be rescheduled after the relevant circumstance ceases, according to ALKE's then reasonably available production and delivery capacity.

23.3 If the relevant circumstance continues for more than six months, ALKE may terminate the affected Contract in whole or in part. Suspension or termination does not affect amounts already due, accrued rights or other remedies.

23.4 Delay by ALKE in exercising a right under this Article does not constitute waiver.

24. ASSIGNMENT

24.1 The Buyer may not assign the Contract or transfer material rights or obligations under it without ALKE's prior written consent.

24.2 ALKE may assign receivables and may assign or transfer the Contract within its corporate group or in connection with a transfer of the relevant business, subject to applicable law.

25. ENTIRE AGREEMENT, AMENDMENTS AND SEVERABILITY

25.1 The Contract documents identified in Article 3.2 constitute the agreement relating to the relevant sale and replace prior discussions or communications concerning that Order.

25.2 Amendments or waivers require written agreement, except for updates to referenced ALKE documents expressly permitted by the applicable contractual framework and applicable only as stated therein.

25.3 Failure to exercise a right is not a waiver. If any provision is invalid or unenforceable, the remaining provisions remain effective and the invalid provision shall be interpreted or replaced, where possible, to preserve its lawful commercial purpose.

26. COMMUNICATIONS AND ELECTRONIC SIGNATURES

26.1 Contractual communications may be made in writing by electronic means capable of providing a reliable record of dispatch and receipt, unless applicable law requires a different form.

26.2 Orders, confirmations, contractual documents and signatures may be executed electronically and in counterparts to the extent permitted by applicable law.

27. LANGUAGE

27.1 These GCS may be issued in multiple languages. For international B2B supplies, the English version shall prevail unless the Contract expressly identifies another prevailing version.

27.2 Courtesy translations do not alter the meaning of the prevailing version.

28. GOVERNING LAW AND CISG

28.1 These GCS and each Contract are governed by Italian law.

28.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Convention 1980) is expressly excluded.

29. EXCLUSIVE JURISDICTION

29.1 Subject to mandatory applicable law, the courts of Padua, Italy shall have exclusive jurisdiction over any contractual or non-contractual dispute arising from or relating to these GCS or any Contract.

30. ACCEPTANCE AND SPECIFIC APPROVAL

30.1 By signing these GCS, referring to them in an accepted Order, or otherwise validly accepting them in writing, the Buyer confirms that it has received and accepted these GCS.

Buyer / Company: _____

Full name: _____

Date: _____

General acceptance signature:

_____

30.2 Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Buyer specifically and separately approves the following provisions, where applicable: Art. 2 (non-binding quotations); Art. 3.2-3.5 (Order formation, Buyer responsibility, changes/cancellation and technical changes); Art. 4.2-4.3 (Price List updates and excluded services); Art. 5.2-5.3 (no set-off, late payment and suspension); Art. 6 (retention of title); Art. 7.3 (termination for prolonged force majeure); Art. 8 (delivery times and remedies); Art. 9 (delivery, risk and inspection); Art. 10.3 (third-party integrations); Art. 11 (homologation, road legality and local compliance); Art. 12 (maintenance, records and modifications); Art. 13.1-13.16 (warranty duration and limits, special warranty conditions, commencement, 120-day cap, exclusions, claim requirements, shipping/logistics, Partner costs and End Customer responsibilities); Art. 14 (exclusion of other commercial warranties); Art. 15 (limitation of liability); Art. 16 (third-party modifications); Art. 18 (serial defects, safety campaigns and recall); Art. 20 (IP/software restrictions); Art. 21 (export control and sanctions); Art. 22.3 (digital systems); Art. 23 (suspension and termination); Art. 24 (assignment); Art. 27 (prevailing language); Art. 28 (Italian law and CISG exclusion); Art. 29 (exclusive Padua jurisdiction).

Separate signature pursuant to Articles 1341 and 1342 Italian Civil Code:

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