



1. Purpose and Scope. Any sale of bikes, scooters, vehicles, spare parts and products (hereinafter the “Products”) to any business client different from end-customer (hereinafter the “Client”) by Askoll EVA S.r.l. (hereinafter “Askoll”) is governed by Askoll’s quotation and the terms and conditions contained herein (hereinafter the “General Terms”). No modification or waiver of any of the terms and conditions contained herein, nor any additional or different terms or conditions (whether oral, written, printed, including the general terms and conditions of purchase of the Client) shall be effective unless agreed to in writing and signed by both parties.

2. Conclusion of a contract of sale. Any sale of Products shall be deemed concluded upon either Client confirming in writing or verbally Askoll’s quotation or upon Askoll either confirming in writing the order issued by the Client or starting the performance of such order. In this latter case, acceptance of the Products sold hereunder shall constitute Client’s acceptance of the terms hereof and of Askoll’s final or latest quotation, even in the absence of an order.

Any quotations issued by Askoll is subject to the terms contained herein and shall be valid for 10 days from the date of issuance unless otherwise stated in Askoll’s quotation.

3. Cancellations and Changes. No cancellations of or changes to the purchase order by Client shall be effective without Askoll’s written consent. Without such consent, a cancellation of or change to the Products ordered by Client shall entitle Askoll to all remedies available by law including, but not limited to, cancellation costs or increased prices.

If Client’s actual purchases fall short of the volume forecasts the prices were based on or of the purchase program the investment were based on, Client shall reimburse appropriate cancellation charges for unrecoverable investment including but not limited to capital equipment, Askoll paid tooling, engineering costs, and material obsolescence. Client payment is expected in lump sum by the end of the calendar year of the cancellation or non-performance.

4. Shipment and Delivery. Askoll shall be obliged to use reasonable efforts to meet the delivery dates, which are estimates only, unless otherwise specified in Askoll’s quotation. Askoll will not be liable for any loss or damage deriving from a delay in the delivery, being understood that in case of significant delay Client shall have the right to cancel the purchase order affected by the delay; this is the sole right and remedy in case of delay. Delivery terms shall be, unless otherwise specified in Askoll’s quotation, ex-works at Askoll’s facility for UE shipping and FCA at Askoll’s facility for all other shipping (as defined in Incoterms 2010). Title and risk of loss to the Products shall be transferred upon completion of delivery of the Products according to the applicable delivery term specified above. For delivery ex-works and FCA the delivery shall be completed when the Products have been loaded on the transport vehicle provided by the carrier nominated by or on behalf of the Client. If requested by Client, Askoll may (but is not obliged to) contract for carriage on usual terms at the Client’s risk and expense. Unless otherwise agreed in writing, Askoll will ship using the applicable industry standard means for the applicable Products. Askoll will not be liable for



any delays, breakage, loss or damage after having made delivery in good order to the first transportation carrier. All claims for loss or damage in transit are to be made by Client directly to the transportation carrier and the appropriate insurance carrier retained by Client. No deductions of any kind from the invoice amount may be made. Unless otherwise specified in Askoll's quotation, packing for shipment is not included in the quoted price. Shipments shall be deemed accepted by Client unless written notice of rejection is received by Askoll within eight (8) days after receipt of the Products by Client.

5. Prices. All prices are subject to the shipping terms defined in Section 4 above. The prices are exclusive of any applicable taxes (e.g. VAT, if applicable). Such taxes will be included in Askoll's invoice and paid by Client. All prices are subject to adjustment, at any time, by Askoll if Client's actual purchases fall short of the volume forecasts the prices were based on, or in case of significant variations in raw materials, economics or exchange rates as applicable. Such adjustment shall be retroactive if Client's actual purchases fall short of the volume forecasts the prices were based on.

6. Payment terms. Unless otherwise specified in Askoll's quotation, terms of payment are thirty (30) days from the end of the month in which the invoice is issued, with no discount allowed for early payment. Payment must be made within the aforesaid term even if delivery of Products is delayed due to transport reasons, when transport is outside of Askoll's responsibility, or to other circumstances that are outside of Askoll's responsibility. Askoll reserves the right to alter or suspend credit terms, require cash on delivery or advance payment, whenever Askoll has reasonable doubt as to Client's credit worthiness or if credit worthiness is not confirmed by a reputable credit insurance rating company. In case of delay in payment or if Client refuses to accept cash on delivery shipments, Askoll shall have the right, in addition to all other available rights and remedies, to cancel any or all Client orders, withhold further deliveries, and declare all unpaid amounts for Products previously delivered immediately due and payable. Amounts past due shall be subject, without need of specific claim, to a statutory interest charge for late payment on a daily basis, applicable as of the due date, calculated pursuant to the Directive 2011/7/EU. All costs and expenses incurred by Askoll as a result of non-payment or delay payment by Client, including collection costs, interest, and reasonable attorneys' fees, shall be paid by Client.

Client is not entitled to set-off any amounts due or allegedly due from Askoll to Client from its debts towards Askoll.

7. Product's warranty.

Unless otherwise agreed to in writing in a document signed by both parties, Askoll warrants – as seller - that the Products will conform to the applicable specifications and will be free of defects in design (excluded those designs furnished by or on behalf of Client), material and workmanship according to the same terms and conditions offered by Askoll - as manufacturer - to professional clients pursuant to the "Manual Warranty" to which reference is made and which forms integral part of these General Terms.



The remedies set forth in the Manual Warranty (i.e. repair or replace the defective elements and the workmanship required for such repair or replacement) represent Askoll's sole and exclusive remedies for any Askoll breach of warranty.

Askoll shall have the right to request reasonable evidence of and impose reasonable requirements for submission of a warranty claim, including by way of example and not as limitation, printouts of diagnostic test results performed at the Client's service level or Client itself. In case of epidemic defects, Askoll shall have the right to perform a full investigation including but not limited to inspection and testing (including destructive testing) of the Products involved and copies of all reports, analysis and tests performed by or on behalf of or in the possession of Client. Client shall give Askoll full support for such investigation.

Prototype goods or components are for use only in product testing/evaluation by qualified Client representatives in an appropriate test environment. Prototypes are provided "as is" and all warranties are expressly excluded.

8. Limitation of liability. In no event shall Askoll's liability exceed the net purchase price paid for the Products concerned. Askoll shall not be liable for any incidental, consequential, special or punitive damages (including but not limited to loss of goodwill, lost profits) arising from the sale or use of any Products or Askoll's performance or failure to perform any of its obligations hereunder, whether the claims be in contract or tort, including negligence or strict liability, whether incurred by Buyer or any of its customers. Client's sole and exclusive remedy after acceptance of the Products shall be the remedy available under the warranty provision. Askoll shall not be liable for claims related to the prototypes.

9. Tooling – Customization. In case of a customized item is requested by or on behalf of Client and a special tooling or a dedicated research & development activity is needed, such special tooling or activity shall be fully paid for by Client either as down payment or as increase of purchase price applicable to a purchase volume program; if Client's actual purchases fall short of the volume program the prices were based on, Client shall pay the balance in lump sum. Special tooling or the results of the research & development activities shall become the property of Client only if fully paid by Client and in such case shall be held or used for the exclusive use of Client (except use for aftermarket). Tooling shall be maintained in accordance with Askoll's usual practice and Client shall bear the risk of ordinary wear and tear, or loss or damage other than such caused by Askoll. Askoll will not be responsible for special tooling after completion of the purchase order. Client shall remove all special tooling within 30 days after such completion, otherwise Askoll shall have the right to dispose of such in a manner it deems fit without incurring in any liability.

10. Specific Uses. If Products are purchased for a specific use, Client shall promptly notify it to Askoll together with all the applicable specifications and provisions of applicable laws and regulations which are applicable for the intended use. If compliance with such provisions increases Askoll's costs, Askoll shall be



entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs or terminate the supply without being responsible to Client.

11. Patents. Askoll warrants that the Products shall be delivered free of rightful claims for infringement of any European Union patent. Other territories may be added only upon agreement in writing between the Parties. This warranty shall not apply to claims for patent infringement to the extent that any Products (or parts thereof) are (a) manufactured to Client's specifications, (b) used in combination with other goods not purchased from Askoll in a manner which infringes a patent covering the combination, or (c) used in a manner not reasonably anticipated by Askoll. Askoll's obligation hereunder is conditioned upon Client: (i) giving Askoll prompt written notice of any infringement claim; (ii) cooperating fully with respect to the defense of such claim; and (iii) upon Askoll's request, providing Askoll full control of the defense including settlement and/or litigation of such claim.

Askoll shall be entitled, at its option, to obtain a license on Client's behalf for the Product which (allegedly) infringes an intellectual property right or to modify the Product in such a way that it does not infringe the intellectual property right, or replace the Product by a similar product which does not infringe the intellectual property right.

12. Force Majeure. In the event either party is unable to fully perform its obligations hereunder (except for Client's obligation to pay for Products ordered) due to events beyond its reasonable control including but not limited to acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, that party shall be relieved of its obligations to the extent it is unable to perform. Timely notice of such inability to perform shall be given to the other party. In the event of Askoll's inability to perform due to force majeure, Client shall be entitled to reduce its purchase obligations towards Askoll by the quantities purchased from other sources, but shall not have the right to terminate this Agreement, unless the force majeure last for a period longer than 3 months.

13. Confidential Information. Neither Party shall disclose information submitted or disclosed to it by the other Party which is confidential and proprietary to the other Party and clearly designated as such without the disclosing party's written consent. The recipient party shall have no right whatsoever to the confidential information disclosed by the other party other than to use it for evaluation for the purpose of the transaction covered hereunder.

14. Assignment. Neither party shall be entitled to assign its rights or obligations hereunder without the other party's prior written consent. A corporate reorganization, which does not result in a change of control or beneficial owner, shall not be deemed an assignment.



15. Relationship of the Parties. Client and Askoll are independent contracting parties. Nothing hereunder or in the course of performance of this agreement shall grant either party the authority to create or assume an obligation on behalf or in the name of the other party, or shall be deemed to create the relationship of joint venture, partnership, association or employment between the parties.

16. Applicable Law; Jurisdiction. This Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the Italian laws except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. The parties agree to submit all such disputes to the court of Vicenza, Italy.