FK VISORS
THE VISORS SPECIALISTS

**FORBIKES S.R.L.**
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TÜVRheinland CERTIFIED
Management System ISO 9001:2015
www.tuv.com ID 9000040739

# FORBIKES TERMS AND CONDITIONS OF SALE - FKVISORS VISORS

**1. Scope.** The sale of FKVisors-branded visors (the "Products") by FORBIKES S.r.l. ("FORBIKES") is subject to these terms and conditions (the "Conditions"), irrespective of any other terms and conditions, whether additional, conflicting or inconsistent with these Conditions, contained in any purchase order, document or other communication. Pre-printed terms and conditions contained in any document issued by the customer (the "Customer") (including, by way of example and without limitation, orders or order confirmations) and/or FORBIKES' failure to object to conflicting or additional terms shall neither amend the terms contained herein nor add any condition thereto. These Terms and Conditions shall apply exclusively to sales to parties purchasing the Products in the course of their business or professional activities (B2B transactions) and shall not govern sales to end consumers, to whom the applicable mandatory provisions of law shall apply.

By accepting these Conditions, the Customer declares that it has received, read and accepted the document "FK VISORS - PRODUCT TECHNICAL INFORMATION AND INSTRUCTIONS FOR USE - WARRANTY AND LIMITATIONS", which supplements these Conditions with regard to the nature, compatibility, installation, use, maintenance, limitations of use, warranty and liability relating to FKVisors aftermarket visors.

The Customer purchasing the Products in the course of its business or professional activity undertakes not to make any unauthorised modifications, alterations or substitutions to the Products, nor to repackage the Products. It also undertakes to provide its customers with complete and accurate information regarding the Products, authorised uses, instructions and precautions for their installation and, upon each individual resale, to provide its customers with the official FKVisors documentation relevant to the product and not to provide its customers with information, statements or commercial representations that differ from or go beyond the document "FK VISORS - PRODUCT TECHNICAL INFORMATION AND INSTRUCTIONS FOR USE - WARRANTY AND LIMITATIONS" and, more generally, the official FKVisors documentation. A Customer acting in the course of its business or professional activity as a reseller is not authorised to present the product as an OEM component, as approved by the helmet manufacturer, or as suitable for uses or homologations not expressly declared by FKVisors. A Customer acting in the course of its business or professional activity as a reseller undertakes to obtain from its own customers who in turn act in the course of their business or professional activity as resellers the same undertakings and assurances that the Customer gives to FORBIKES by signing this document, and undertakes, at FORBIKES' request, to provide appropriate documentation demonstrating that such activities have been carried out.

**2. Orders.** FORBIKES' consideration of orders is conditional upon the Customer returning these Terms and Conditions of Sale duly signed. All orders are subject to acceptance by FORBIKES. Contracts between the Customer and FORBIKES are concluded when FORBIKES accepts the Customer's order in writing or performs it, and are subject to these Conditions. All orders, including, among others, electronic purchase orders, for Products identified by FORBIKES as non-standard may not be cancelled or rescheduled. FORBIKES may identify Products as non-standard by various means, including, among others, quotations, service descriptions, Product lists, attachments or formal documents. Any change requested by the Customer after order confirmation shall have no effect unless accepted in writing by FORBIKES, with specification of the new delivery date. FORBIKES reserves the right to allocate the sale of Products among its customers.

**3. Prices.** Prices may be changed at any time. Prices refer solely to the services provided and/or Products and do not include taxes or duties, transport costs or other charges and fees such as costs for special Product packaging and labelling requirements, permits, certificates, customs declarations and registrations (collectively, "Additional Charges"). Additional Charges shall be borne by the Customer.

**4. Payment Terms.** Payment of the total invoice amount, without set-off or deduction, is due 30 days after the invoice date, unless different payment methods or terms apply in relation to the sales channel or purchasing method, or according to different conditions approved in writing by FORBIKES. Any dispute concerning Products supplied does not release the Customer from the obligation to comply with the agreed payment terms. For any overdue invoice, FORBIKES shall charge late-payment interest pursuant to Italian Legislative Decree No. 231/2002 at the rate in force, from the payment due date until the date payment is actually received, together with legal and collection costs. FORBIKES may at any time change the Customer's credit terms, request financial information from the Customer for the purpose of assessing its creditworthiness, require a bank guarantee or other security, and suspend all outstanding Customer orders. FORBIKES may apply payments to any of the Customer's accounts. If the Customer fails to make any payment under these Conditions, FORBIKES may reschedule or cancel any scheduled deliveries, declare all outstanding invoices immediately due and payable, and terminate the contract for cause.

**5. Delivery.** Shipment shall always be made at the Customer's expense and risk using the means that FORBIKES considers most appropriate, unless the Customer provides specific instructions in this regard. For legal purposes, the goods shall be deemed accepted by the Customer upon leaving the facility designated by FORBIKES, and delivery shall be deemed to have taken place when the material is handed over to the carrier. FORBIKES shall not be liable for loss, delay or damage arising from shipment. Delivery dates, even when stated in the order confirmation, are purely indicative and shall under no circumstances be deemed essential within the meaning of Article 1457 of the Italian Civil Code, as they are calculated by FORBIKES subject to unforeseen circumstances. By way of example and without limitation, such circumstances include:

1) insufficient technical data, inaccuracies or delays by the Customer in providing information or data necessary to process the order;
2) difficulties in sourcing raw materials;
3) delays in the delivery of supplies to FORBIKES;
4) total or partial strikes, power shortages or any other event of force majeure;
5) failure to comply with the agreed payment terms;
6) in general, any causes not attributable to FORBIKES.

FORBIKES reserves the right to make partial deliveries and the Customer shall accept delivery and pay for the Products delivered. Late delivery of any part of an order or the occurrence of any of the causes listed above shall not entitle the Customer to cancel other deliveries or claim any compensation whatsoever.

**6. Warranty.** FORBIKES warrants that, at the time of delivery and for a period of 12 months from the invoice date, the Products shall meet the specifications stated in the Product technical data sheet. With specific reference to FKVisors visors, the warranty covers only defects inherent in the product. Normal deterioration resulting from use, scratches, clouding, aesthetic or functional changes resulting from wear, impacts, drops, abrasions, exposure to heat, chemical or atmospheric agents, cleaning with unsuitable products, improper storage, incorrect installation, tampering, modifications, repairs, prohibited uses or uses other than those provided for in the document "FK VISORS - PRODUCT TECHNICAL INFORMATION AND INSTRUCTIONS FOR USE - WARRANTY AND LIMITATIONS" are not defects covered by the warranty.

Within the above period, provided that the obligation to give timely notice pursuant to Article 1495, paragraph 1, of the Italian Civil Code has been complied with, FORBIKES undertakes, vis-à-vis the Customer, to replace any parts of the Product / Products that prove defective due to a defect in material or workmanship.

In any event, the maximum amount that may be recognised under the warranty shall not exceed an amount equal to ten times the sale price applied to the product covered by the warranty, excluding taxes, costs and Additional Charges, without prejudice to mandatory provisions of law.

The warranty shall cease to apply:

1) if the Customer has failed to comply with its contractual payment obligations;
2) if the malfunction is due to lack of skill or poor maintenance of the Products, or to use that does not comply with the instructions for use and maintenance;
3) if accessories, mounts, adhesives, films, suction cups, magnets, electronic devices or other elements capable of altering the characteristics or behaviour of the Products during use are applied to the Products;
4) if attempts are made to repair the Products using adhesives, silicones, resins, adhesive tapes, heat treatments, mechanical processing or other work not authorised by FORBIKES;
5) if identification markings, product codes, batch numbers or other elements provided for Product identification and traceability are altered, removed or made illegible;
6) if the defect, damage or malfunction is attributable to normal deterioration resulting from use or normal wear of the Products.

The Customer must inspect the product upon receipt and, before use, verify its integrity, compatibility with the helmet and correct installation. Any abnormality must be reported and the visor must not be used further. To allow a warranty claim to be assessed, proof of purchase and the product identification details, including product code, batch and year of manufacture, must be provided. With specific reference to FKVisors visors, FORBIKES accepts no liability, to the extent permitted by law, for damage resulting from incorrect installation, improper or unauthorised use, failure to verify compatibility, failure to check integrity before use, continued use after impacts or damage, unauthorised modifications or repairs, use of non-original or unapproved components, cleaning with unsuitable substances or materials, improper storage, use in contexts requiring homologation of the complete helmet-visor system or, more generally, failure to comply with the document "FK VISORS - PRODUCT TECHNICAL INFORMATION AND INSTRUCTIONS FOR USE - WARRANTY AND LIMITATIONS".

A Customer acting in the course of its business or professional activity as a reseller shall indemnify and hold FORBIKES harmless from third-party claims attributable to information, statements or commercial representations provided by the Customer in breach of clause 1 above, as well as to modifications, installations or uses of the product that do not comply with the official FKVisors documentation.

**7. Return of Products.** The Customer must notify FORBIKES in writing, expressly on pain of forfeiture of the relevant rights, of any damage to the external packaging or the Products, any quantity discrepancies or other discrepancies ("Visible Defects") within 3 days of receipt of the shipment; otherwise, the Products shall be deemed irrevocably accepted by the Customer. Returns must always be authorised in writing by FORBIKES, which shall issue a specific return authorisation ("Return Authorisation") only for Visible Defects attributable exclusively to FORBIKES or the original manufacturer, and only if the Customer complies with the notification deadlines. No Return Authorisation shall be granted for damage, quantity discrepancies or other discrepancies caused by the Customer, carrier, freight forwarder or any third party. The return of Products under warranty requires the Customer to send FORBIKES written notice within the warranty period, describing the Product defects in detail. In all cases, the Customer must return the Products to FORBIKES in their original packaging, freight prepaid, also enclosing acceptable proof of purchase, within the warranty period and as indicated in the Return Authorisation. At FORBIKES' discretion, FORBIKES shall either return to the Customer any Products not eligible for return, with transport costs charged to the Customer, or hold the Products on the Customer's behalf at the Customer's expense.

**8. Limitation of Liability.** Any non-contractual liability of FORBIKES, its employees, collaborators or agents for indirect, special, incidental or consequential damages is expressly excluded, and the Customer shall not be entitled to compensation for such damages, including, by way of example and without limitation, loss of profit or revenue, loss of data, reputational damage or loss of customers. The Customer shall indemnify, defend and hold FORBIKES harmless from any claim based on: (i) FORBIKES' compliance with the Customer's designs, specifications or instructions; (ii) modifications to the Products made by any party other than FORBIKES; or (iii) use of the Products in combination with other products or in breach of the "Use of Products" clause below. In all cases, FORBIKES' liability shall be limited to ten times the sale price applied to the product covered by the warranty, excluding taxes, costs and Additional Charges.

The limitation of liability set out in this clause and the limit set out in clause 6 (Warranty) constitute a single aggregate, non-cumulative cap. Accordingly, the maximum total amount that may be recognised by FORBIKES, on any basis whatsoever in relation to the same Product, shall in no event exceed an amount equal to ten times the sale price applied to that Product, excluding taxes, costs and Additional Charges.

**9. Force Majeure.** FORBIKES shall not be liable where it is unable to perform its obligations under these Conditions due to causes beyond its reasonable control, including, for example, natural events, acts or omissions of the Customer, operational interruptions, natural or man-made disasters, medical or epidemic crises, shortages of materials, strikes, criminal acts, delivery or transport delays, or inability to obtain labour or materials through its usual sources.

**10. Use of Products.** The Customer shall comply with the manufacturer's Product specifications and the contents of the document "FK VISORS - PRODUCT TECHNICAL INFORMATION AND INSTRUCTIONS FOR USE - WARRANTY AND LIMITATIONS". If the Customer uses or sells the Products for uses other than those authorised, or fails to comply with the Product specifications indicated by the manufacturer, the Customer acknowledges that such use, sale or non-compliance is at the Customer's sole risk.

**11. Export/Import.** Certain Products sold by FORBIKES and related technologies and documents are subject to national, European Union or foreign export-control laws, regulations and orders ("Export Laws"). The Customer shall comply with such Export Laws and obtain any licence, permit or authorisation required to transfer, sell, export, re-export or import the Products and technologies and the related documentation.

**12. Product Information.** Product Information (for example, technical or other statements or warnings, advertising information and information relating to specifications, characteristics, export/import control classification, uses or compliance of the Products with legal or other requirements) is provided by FORBIKES "AS AVAILABLE" and does not form an integral part of the characteristics of the Products. FORBIKES gives no warranty as to the accuracy or completeness of Product Information and DISCLAIMS ANY LIABILITY, WARRANTY OR OBLIGATION UNDER ANY INTERPRETATION IN RELATION TO PRODUCT INFORMATION. FORBIKES recommends that the Customer verify any Product Information before using it or acting in reliance on it. All Product Information is subject to change without notice. FORBIKES accepts no responsibility for typographical or other errors or omissions in Product Information.

**13. Electronic Orders.** If any part of the purchase and sale of Products is carried out by electronic data interchange, through an internal Customer portal, a third-party portal or any other electronic means ("Electronic Purchase Order"), this agreement shall remain valid in relation to the purchase and sale of Products between the Customer and FORBIKES. The

Customer's acceptance of FORBIKES' specification of the details relating to the Electronic Purchase Order in writing, by email or by another electronic data interchange shall be binding on the Customer.

**14. General Provisions.**

a) These Conditions shall be governed by, construed and applied in accordance with Italian law.

b) Any dispute arising out of or in connection with these Conditions, including any dispute concerning the validity of the provisions contained herein or arising from their interpretation or performance, shall, in the absence of an amicable settlement, be subject to the exclusive jurisdiction of the Court of Reggio Emilia.

c) The Customer may not assign the provisions set out herein without FORBIKES' prior written consent. The provisions set out herein shall also be binding upon successors and assigns.

d) FORBIKES and the Customer are independent contracting parties and acknowledge that these Conditions do not create any joint venture, agency relationship or partnership.

e) FORBIKES' failure to object to any document, communication or action of the Customer shall not be deemed a waiver of any of the clauses and provisions set out herein.

f) The unenforceability of any of the clauses and provisions set out herein shall not affect any of the remaining clauses and provisions.

g) The Products, including software or other intellectual property, are subject to third-party rights, including patents, copyrights and/or user licences; the Customer shall comply with such rights.

h) The Customer and FORBIKES shall comply with all applicable laws and regulations.

i) Product prices and characteristics may change without notice.

## ACKNOWLEDGEMENT AND ACCEPTANCE

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| **Place and date** | |
| **Full name** | |
| **Customer stamp and signature** | |

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, after careful review, the Customer expressly approves the provisions contained in the following clauses:

1 (Scope, including acceptance of the Product Technical Information and Instructions for Use, and the obligations and responsibilities of the Customer purchasing the Products in the course of its business or professional activity), 2 (Orders, non-cancellability and non-reschedulability), 3 (Prices), 4 (Payment Terms), 5 (Delivery, transfer of risk, delivery terms and exclusions of compensation), 6 (Warranty, Customer obligations, forfeitures, exclusions, warranty and liability limitations, indemnity), 7 (Return of Products, deadlines, forfeitures and costs), 8 (Limitation of Liability, indemnity and maximum liability cap), 10 (Use of Products and assumption of the related risk), 11 (Export/Import), 12 (Product Information, warranty and liability exclusions), 13 (Electronic Orders), 14a (Governing Law), 14b (Jurisdiction), 14c (Prohibition on Assignment), 14e (Failure to Object), 14i (Changes).

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| **Place and date** | |
| **Customer stamp and signature** | |

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer specifically and separately approves clause 1 (Scope), with particular reference to liability for information, statements and commercial representations that differ from or go beyond the official FKVisors documentation and to the prohibition on presenting the product as an OEM component, as approved by the helmet manufacturer, or as suitable for uses or homologations not expressly declared by FKVisors.

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| **Place and date** | |
| **Customer stamp and signature** | |

**FORBIKES will consider orders only upon receipt of these Terms and Conditions of Sale duly signed by the Customer.**