

## **Information relevant to the legal guarantee borne by the Retailer pursuant to Italian Law**

### **1 Product sales agreement, applicable law for the aforementioned agreement, non-involvement of MT DISTRIBUTION in the Product sales agreement, role of MT DISTRIBUTION**

The sale of the Products is governed by the agreement between the Retailer and the person who purchases the Product and is, therefore, subject to the law applicable to this agreement, determined on the basis of the provisions of the agreement itself and/or the provisions of the applicable law, also in consideration of the role (consumer or professional) of the purchaser and without prejudice, in the event of a law chosen by the parties, to the protection guaranteed to the consumer by the provisions of the law of his country of habitual residence and cannot be derogated by the parties. In any case, MT DISTRIBUTION is completely not involved in the Product sales agreement.

The Internet website [www.apriliasmartmovement.it/en](http://www.apriliasmartmovement.it/en) (“Website”) allows users who have purchased a product (“Purchasers”), through the “Support” section and the subsequent opening of a Ticket for Assistance through the “Request Assistance” form to be exercised towards the Retailer of the Products: (i) should the Italian law be applicable to the Product sales agreement, the legal guarantee, pursuant to arts. 128 et seq. of the Italian Consumer Code (“Legal Guarantee of Conformity” or “Legal Guarantee”), where the product has been purchased as a consumer, or not, to exercise the guarantee for defects on the goods sold, the guarantee for promised and essential specifications and the other guarantees provided for by the Italian Civil Code including the relevant terms, forfeitures and limitations (“Guarantee for Defects”), each pursuant to the legal provisions governing the same (the Legal Guarantee and the Guarantee for Defects, cumulatively, “Italian Guaranties”); (ii) if the law applicable to the Product sales agreement is that of a country other than Italy and a member of the European Union, the legal guarantee referred to in Directive 99/44/EC (and any amendments thereto) as well as implemented in this Member State, where the product has been purchased as a consumer, or not, any guarantees arising from the Product sales agreement and/or provided for by the law of the Member State applicable to this agreement (“EU Guarantees”); (iii) if the law applicable to the Product sales agreement is the law of a country other than Italy and not belonging to the European Union, where the product has been purchased as a consumer, or not, the guarantees arising from the Product sales agreement and/or from the law of the Non-EU country applicable to this Agreement (“Non-EU Guarantees”) (the Italian Guarantees, EU and Non-EU Guarantees, together “Guarantees”), without prejudice, should a law chosen by the parties, for the protection guaranteed to the consumer by the provisions of the law of his country of habitual residence and cannot be derogated by the parties.

**Words that start with capital letters, unless otherwise defined herein, have the same meaning attributed to them in the Websites’ Conditions of Use**, which can be consulted by accessing the appropriate section of the Website, which we ask you to please refer to

The request for assistance and opening an Assistance Ticket service is, therefore provided by MT DISTRIBUTION to the Purchaser of a Product on behalf of the seller who sold the Product to him/her, it being understood that the liability towards the Purchaser for the Guarantees are borne exclusively the Retailer and, therefore, the Website is only a tool for the exercise of these Guarantees that MT DISTRIBUTION, on behalf of the Retailers, makes available to the Purchasers for the exercise of the same, without prejudice to all others tools and/or methods of exercising the Guarantees made available to the Purchaser by the Retailer and/or provided for by the law applicable to the Product Sales Agreement, which the Purchaser is free to use and provided that any request for assistance and/or Assistance Ticket is addressed by the Purchaser to the Retailer and is received by MT DISTRIBUTION on behalf of the Retailer, who is the only subject liable for the Guarantees towards the Purchaser.

By making the request for assistance and/or opening of an Assistance Ticket available, MT DISTRIBUTION does not offer any conventional guarantees in addition to the Guarantees, for which the sole party liable remains the Retailer that sold the Product to the Purchaser.

Having said this, merely as a reminder of the current laws in Italy on the Legal Guarantee subject and exclusively relevant to Product sales agreements for Products subject to Italian Law, given that it is the Retailer’s responsibility to provide the Purchaser and, in general, it’s customers that are consumers, with information relevant to the Legal Guarantee, as provided by the applicable regulations of the Consumer Code, according to the type of agreement (e.g. online, in a store, etc.), MT DISTRIBUTION provides, on behalf of the Retailers that executed a Product sales agreement pursuant to Italian law with the Purchasers, the following general information relevant to the Legal Guarantee, without prejudice that the supply of such general information does no create any direct obligation of guarantee on Products between MT DISTRIBUTION and the Purchasers and/or users and/or the Retailer’s end customers and, without prejudice, in the case that a law other than Italian law is applicable to the Product sales agreement, to the application of the guarantee terms and conditions provided by such law and possibly different from those indicated herein, or, should the Italian law be chosen by both parties, for the protection guaranteed to the consumer by the provisions of the law of his country of habitual residence and cannot be derogated by the parties.

**Therefore, the following information refers to the case in which the Product sales agreement is subject to Italian law, without prejudice, in the case of Italian law chosen by the parties, for the protection guaranteed to the consumer by the provisions of the law of his country of habitual residence which cannot be derogated by the parties.**

## 2 To whom the Legal Guarantee applies

All Products are covered by the legal conformity guarantee pursuant to arts. 128-135 of the Consumer Code.

The Legal Guarantee is reserved to consumers. Therefore, it applies exclusively to users who have purchased Products for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out.

On the other hand, those who have purchased the Products and are not consumers will be subject to the guarantees for defects on the item sold, the guarantee for defects of promised and essential specifications and the other guarantees envisaged by the Italian Civil Code with the relevant terms, forfeitures and limitations.

## 3 When is the Legal Guarantee applicable and who has the obligation to provide it

**The Seller** (and, therefore, as regards the purchase of the Products, the Retailer who sold the Product to the user) **is liable to the consumer for any lack of conformity existing at the time of delivery of the product and that occurs within two years from the aforementioned delivery date.** The lack of conformity must be reported to the seller, under penalty of forfeiture of the guarantee, within two months from the date on which it was discovered.

Unless proven otherwise, it is presumed that conformity defects that occur within six months of delivery of the product already existed as at such date, unless this assumption is incompatible with the nature of the product or lack of conformity. Starting from the seventh month following delivery of the product, it will be the burden of the consumer to prove that the lack of conformity already existed upon delivery of the same.

In order to use the Legal Guarantee, the purchaser must first provide proof of the purchase and delivery dates of the goods. Therefore, it is advisable for the purchaser, for such proof, to keep all documents that can certify the purchase and delivery dates (for example: receipt, invoice, order confirmation e-mail).

It should be noted that the terms indicated in this paragraph, as well as all the conditions referred to on this page "Information on the legal guarantee pursuant to Italian law" apply when the Product sales agreement is subject to Italian law, without prejudice, should the parties choose Italian law, the protection guaranteed to the consumer by the provisions of the law, or, should a law other than Italian law be applicable to the Product sales agreement, a law other than Italian law, the application of the guarantee terms and conditions envisaged by such law and possibly different from those indicated herein.

## 4 What is a conformity defect

A conformity defect exists when the good purchased:

- is not suitable for the use for which goods of the same type are normally used;
- does not conform to the description made by the seller and does not possess the specifications of the goods that the seller has presented to the consumer as a sample or model;
- does not have the usual specifications and performance of a good of the same type, which the consumer can reasonably expect, also taking into account the declarations made in advertising or labelling;
- is not suitable for the particular use desired by the consumer and which has been brought to the attention of the seller when executing the agreement and which the seller has accepted.

Any defects or malfunctions caused by accidental events and/or attributable to the Purchaser's responsibility or by use of the Product that does not comply with its intended use and/or as provided in the technical documentation enclosed with the Product, or due to failure to adjust the mechanical parts, natural wear and tear of materials that are worn out easily or caused by assembly errors, lack of maintenance and/or use of the same not in compliance with the instructions, without prejudice to the fact that lack of conformity that arises from defective installation of the goods is equivalent to the lack of conformity of the goods, when the installation is included in the sales agreement and was carried out by the seller or under his responsibility. This equivalence also applies in the event that the product, designed to be installed by the consumer, has been installed by the consumer incorrectly, due to a lack of installation instructions.

For example, the following are to be considered excluded from the Legal Guarantee relevant to the Products:

- damage caused by impacts, accidental falls or collisions, punctures;
- damage caused by use, exposure or storage in an unsuitable environment (e.g.: presence of rain and/or mud, exposure to humidity or excessive heat, contact with sand or other substances);

- damage caused by failure to adjust due to “putting on the road” and/or maintenance of mechanical parts (mechanical disc brake, handlebar, tires, etc.);
- incorrect installation and/or incorrect assembly of parts and/or components, except when installation and/or assembly has been carried out by the seller or under his responsibility and/or they have been carried out by the consumer but the error in the installation and/or assembly is attributable to a lack of installation instructions;
- the natural wear and tear of consumable materials: mechanical disc brake (e.g. pads, callipers, disc, cables), tires, platforms, gaskets, bearings, led lights and bulbs, kickstand, knobs, mudguards, rubber parts (platform), wiring cable connectors, grilles and stickers, etc.;
- improper maintenance and/or improper use of the Product battery;
- tampering with and/or forcing parts of the Product;
- incorrect or inadequate maintenance or alteration of the Product;
- improper use of the Product (e.g.: excess load, use in competitions and/or for commercial or rental activities);
- maintenance, repairs and/or technical interventions on the Product carried out by unauthorised third parties;
- damage to the Products resulting from transport, if carried out by the Purchaser;
- damage and/or defects resulting from the use of non-original parts.

## **5 Remedies available to the Purchaser**

In the event of a lack of conformity duly reported within the terms, the Purchaser has the right:

- primarily, to the free repair or replacement of the goods, at his choice, unless the requested remedy is objectively impossible or excessively expensive compared to the other;
- secondarily (in the event that the repair or replacement is impossible or excessively expensive or the repair or replacement has not been carried out within reasonable terms or the repair or replacement previously carried out has caused significant inconvenience to the consumer) to the reduction of price or termination of the agreement, at his discretion.

The requested remedy is excessively expensive if it imposes unreasonable expenses on the seller compared to the alternative remedies that can be tried, taking into account: (i) the value that the asset would have if there was no lack of conformity; (ii) the extent of the lack of conformity; (iii) the possibility that the alternative remedy can be carried out without significant inconvenience to the consumer.

## **6 What to do in the event of a lack of conformity**

In the event that a purchased Product, during the validity period of the Legal Guarantee, manifests what could be a lack of conformity, the Purchaser must contact the seller; the latter will promptly reply to the communication of the alleged lack of conformity, indicating the specific procedure to be followed, also taking into account the category to which the Product belongs and/or the defect reported.

The Purchaser, in addition to the other methods communicated to him by the seller, can exercise the Legal Guarantee through the Website, by opening a Support Ticket, as indicated in the Website’s Conditions of Use in paragraphs 5.9.4.2 and 5.9.4.3, by sending his request for assistance to the Retailer who sold him the Product.

In any case, the seller will carry out the necessary checks in order to ascertain the existence or otherwise of the alleged lack of conformity. If the seller, including using the relevant CAT, finds the lack of conformity, any repair/replacement costs and those of transport to the service centre will be charged to the seller. Should the seller not find the lack of conformity, it will not be possible to apply the Legal Guarantee and, therefore, the transport costs and any repair or replacement costs will be borne by the Purchaser. The seller will inform the Purchaser of the circumstance and any costs to be incurred for the repair or replacement of the Product, so that the Purchaser can decide whether or not to have the repair or replacement carried out at his own expense. The Purchaser must authorise, in writing, the repair or replacement at his own expense. Following this acceptance, a direct relationship will be established between the CAT and the Purchaser, which will in no way involve MT DISTRIBUTION and with respect to which the latter will have no liability.

In all cases, the repair or replacement of the defective Products, if due, will be carried out as soon as possible and in any case, except in exceptional cases or force majeure, within 40 calendar days from the reporting of the defect, except for exceptional events and/or working periods (e.g. the month of August), including any lock downs, national or local, due to the current health emergency and/or other restrictive measures attributable to the same). In the event that the replacement or repair initially chosen was not carried

out within this period, the Purchaser may request one of the alternative remedies envisaged by the Legal Guarantee of Conformity (replacement, if repair was requested; repair if replacement was requested; reduction of the price or termination of the agreement).

## **7 Information on EU and non-EU Guarantees**

Without prejudice to the provisions of point 1 of the page "*Information on the legal guarantee pursuant to Italian law*" and without prejudice to the fact that the Product sales agreement is regulated by the law determined by the agreement and provisions of the applicable law and that, therefore, on the basis of these provisions, the terms and conditions of the EU Guarantees and any Non-EU Guarantees that accompany the Product and, therefore, without prejudice to the fact that the Purchaser must refer to the Product sales agreement and law applicable to the same to identify such terms and conditions, MT DISTRIBUTION, on behalf of the Retailers that executed a Product Sales Agreement with Purchasers not subject to Italian law, points out, as a courtesy, without creating any direct warranty obligation on the Products, between MT DISTRIBUTION and the Purchasers and/or users and/or end customers of the Retailers and without prejudice to the Retailers' liability towards the Purchasers for the EU and NON-EU Guarantees, that the terms and conditions indicated on this page "*Information on the Legal Guarantee pursuant to Italian law*" is also applicable should the Product sales agreement not be subject to Italian law, **without prejudice that they must be understood as derogated from any other provisions of the national law applicable or the Product sales agreement, if applicable, and in any case without prejudice to the protection guaranteed to the consumer by the provisions of the law of his country of habitual residence and cannot be derogated by the parties.**