

**GENERAL TERMS AND CONDITIONS OF SALE CME KART
OF PRODUCTS FROM WWW.CMEKART.COM**

1. Validity and scope of application

1.1 These General Terms and Conditions of Sale (hereinafter also only GTCS) regulate the sale of Products via the website www.cmekart.com (hereinafter also only The Website) by CME KART SRL CME KART SRL, Via Federico Garofoli, 288/B - 36057 San Giovanni Lupatoto (VR) - VAT reg. no: 04884530231 e-mail: info@cmekart.com (hereinafter also just CME KART).)

1.2 To the extent compatible, these GTCS shall also govern any sales concluded between the customer and CME KART as a result of an exchange of e-mails or equivalent individual communications.

1.3 The applicable General Terms and Conditions of Sale are those in force on the date the purchase order is sent by the Customer and are available in Italian and English, but in case of doubt the Italian version shall prevail.

1.4 CME KART reserves the right to amend the General Terms and Conditions of Sale at any time, and the amendments and/or new conditions will be in force from the time they are published on the Website in the "General Terms and Conditions of Sale" section, indicating the version and date of the update.

2. Principles and general premises

2.1 The presentation of products on the website constitutes an invitation to offer, and the placement of an order must therefore be considered as a contractual purchase proposal addressed by the Customer to CME KART, which the latter is also free not to accept.

2.2 The offer, acceptance and then sale of the Products via the Website constitute a remote contract governed by Legislative Decree no. 70 of 9 April 2003, containing the rules on electronic commerce and, for the Customers who are consumers, by articles 45 et seq. of Legislative Decree no. 206 of 6 September 2005, as amended ("Consumer Code").

2.3 Before placing an order for a Product, these GTCS, which are made available on and can be downloaded from the website, need to be read, carefully examined and understood, and by placing the order the GTCS are deemed read and accepted.

2.4 The languages available to Users for the conclusion of the contract are Italian and English.

2.5 For all matters not expressly governed by these GTCS, the applicable statutory provisions shall apply.

3. Purchases via the Website

3.1 The purchase of the Products via the Website is allowed both to Customers who are consumers pursuant to art. 3, paragraph 1, letter a) of the Consumer Code, and to Customers who are not, provided that they are at least 18 years old; in order to verify the minimum age required by law, CME KART reserves the right to request the tax code or other identification document.

3.2. All the provisions of these GTCS as well as any other information and policies on the Website apply to the purchases made by the Customer, unless expressly derogated from.

3.3 The Customer guarantees that the personal information provided during the Order formulation procedure and/or registration on the Website is complete and truthful, and undertakes to hold CME KART harmless and indemnified against any claim, damage, indemnification obligation and/or sanction arising from

or in any way related to the Customer's violation of the rules on placing Orders, registration on the Website or storage of registration credentials.

3.4 CME KART reserves the right to refuse or cancel orders from (i) a Customer with whom it has an ongoing legal dispute; (ii) a Customer who has previously breached these GTCS and/or the conditions and/or terms of the purchase agreement with CME KART; (iii) a Customer who has been involved in fraud of any kind and, in particular, in fraud relating to payments by credit card or other payment instruments; (iv) Customers who have provided false, incomplete or otherwise inaccurate identification data or who have failed to send CME KART the documents requested by CME KART in good time or who have sent invalid documents.

4. The contract between CME KART and the Customer

4.1 In accordance with Legislative Decree no. 70 of 9 April 2003 on electronic commerce, CME KART notes that: a) in order to conclude the contract for the purchase of one or more Products via the Website, the Customer must complete an order in electronic format and transmit it to CME KART electronically, following the instructions that will appear on the Website from time to time;

b) before transmitting the order, the Customer may identify and correct any data entry errors by following the instructions on the Website or modify the order;

c) the Customer may modify the order by following the instructions that will appear on the Website, until it is indicated that the order can no longer be modified;

d) after placing the final order, CME KART will notify the Customer of the receipt of the order with a summary of the applicable conditions, the characteristics of the Product, the price, and the means of payment chosen;

e) only when the order placed is followed by payment in the manner set out in art. 8 shall CME KART's obligation to dispatch the Product come into effect;

f) the order will be stored by CME KART for the time necessary for its execution and, in any case, within the terms of the law.

4.2 If the customer contacts CME KART by telephone, e-mail or an equivalent individual communication and the terms of the contract are dealt with between the parties in this individual manner, the contract will only be deemed concluded when the final written proposal of one party is followed by the written acceptance of the other and, unless otherwise agreed, CME KART will be obliged to dispatch the product only after receiving confirmation of payment in the manner set out in art. 8

5. Availability of the Products

5.1 The Products offered on the Website are those illustrated on the homepage of the Website and/or within its various web pages at the time the order is placed by the Customer.

5.2 The availability of each Product is indicated on the Website.

5.3 In all cases of unavailability, CME KART will notify the Customer by e-mail. A Customer who is a consumer will, therefore, be entitled to terminate the contract immediately by giving written notice to CME KART. Alternatively, the Customer who is a consumer may accept an extension of the delivery terms, with CME KART indicating the new delivery term for the Product. The Customer shall notify CME KART of his/her choice in good time when he/she is contacted

5.4 In the event that the Customer who is a consumer enforces the right of termination and payment of the price has already been made, CME KART will make the refund.

6. Product Information

6.1 The images and descriptions on the Website reproduce the Products as accurately as possible. However, the colours, dimensions and other characteristics of the Products may differ from the actual ones due to the

settings of the computer systems or computers used by the Users to display them. Therefore, these images must be understood as indicative and within the tolerances of use. For the purposes of the purchase contract, the description of the Product contained in the order confirmation shall prevail.

7. Prices

7.1 Product prices are in Euro and are net of Value Added Tax and, where applicable, the WEEE contribution.

7.2 CME KART reserves the right to change the price of the Products at any time, without prior notice, it being understood that the price payable by the Customer will be the price indicated at the time the order is placed.

7.3 Where a Product is offered at a discounted price, (i) the full reference price against which the discount is calculated, (ii) the percentage discount applied and (iii) the discounted price obtained will be indicated.

8. Payment and Invoicing methods

8.1 Payment for Products purchased on the Website may be made by bank transfer, credit card, PayPal or cash on delivery.

8.1.1 In the case of payment by **bank transfer**, the Customer shall make the payment to CME KART using the following bank details: BANCO BPM - IBAN IT55T050345977000000006008 - BIC\Swift: BAPPIT21078. Only after CME KART has received confirmation of the credit from its bank will it dispatch the Product. In the event that CME KART does not receive confirmation of the credit within 10 days after the order has been placed, the contract will be deemed terminated in accordance with art. 1456 of the Italian Civil Code.

8.1.2 In the case of payment by **credit card**, CME KART will request the issuing bank to pre-authorise the payment of the amount due, and CME KART will only dispatch once it has received confirmation of successful payment. In the event that the pre-authorisation fails, CME KART will not dispatch and will send an e-mail to the Customer, informing him/her that the request for authorisation on the credit card has failed, and inviting him/her to check the card details and change them if they are incorrect. If, within 10 days of receipt of the e-mail, the Customer does not carry out the aforementioned operation or if the new pre-authorisation fails, the contract will be deemed terminated pursuant to art. 1456 of the Italian Civil Code.

8.1.3 In the case of payment by **PayPal**, the Customer will be redirected to www.paypal.it where he/she will authorise PayPal to proceed with the payment at the request of CME KART, in accordance with the procedure envisaged and regulated by PayPal and the terms and conditions agreed upon between the Customer and PayPal. Data entered on the PayPal website will be processed directly by PayPal and will not be transmitted or shared with CME KART. CME KART is therefore not in a position to know and does not store in any way the data of the credit card linked to the Customer's PayPal account or the data of any other payment instrument linked to that account. In the event that the payment is not successful, CME KART will not dispatch and will send an e-mail to the Customer, inviting him/her to pay the Price within 10 days of receipt of the e-mail, with the warning that, in the event of non-payment within the specified deadline, the contract will be deemed terminated in accordance with art. 1456 of the Italian Civil Code.

8.2 The invoice will be transmitted to the Customer in XML format via the Revenue Agency's Interchange System (SDI), if the Customer selects the "Companies and professionals with VAT reg. number" profile and fills in the data therein. Alternatively, in the event that the Customer selects the "Private individuals and persons without a VAT reg. number" profile, it will be delivered to the Customer by making it available in its reserved area of the Revenue Agency website. If the transmission is unsuccessful, CME KART will send the Customer a notice, pointing out the defect and informing him/her that the document is on the Revenue Agency website. In any case, CME KART shall send the Customer a copy of the invoice in PDF format that is not valid for tax purposes to the e-mail address provided during the purchase by the Guest Customer, if

requested. During the purchase process, the Customer who wishes to receive an invoice will therefore be asked to provide the relevant invoicing data. The invoice shall be issued on the basis of the information provided by the Customer for this purpose, which he/she declares and guarantees to be true, releasing CME KART from all further liability in this respect.

9. Product delivery:

9.1 The Products will be dispatched to the Customer only after payment has been made and their delivery will take place in Italy and in the other countries indicated on the Website to the address indicated in the order.

9.2 Upon dispatch, confirmation of delivery to the carrier will be sent to the Customer by e-mail.

9.3 Any customs or import fees charged when the Product reaches the respective country of destination are to be borne by the recipient as they are not known to CME KART at the time the order is concluded and may vary considerably from country to country. For this reason CME KART advises the Customer to contact the customs authorities of the country of destination.

9.4 Delivery is at street level and will be made only on working days.

9.5 The Customer acknowledges that the collection of the Product is his/her precise obligation under the purchase contract. In the event of failed delivery due to the absence of the recipient at the address specified in the order, the courier will leave a notice and may make a second delivery attempt. If the second attempt is also unsuccessful, the parcel will be deposited "in storage" with the courier. The Customer is obliged to collect the Product within 7 calendar days from the delivery notice, or within a different term indicated by the courier. After the period of storage, the Product will be returned to the warehouse of CME KART, which shall inform the Customer by e-mail, asking the latter whether, after the first attempt at dispatch has failed and the storage period has expired, he/she intends to request a new attempt at dispatch and bear the costs thereof.

9.6 The delivery terms are those specified on the website and run from the date of payment. In the event of failure to indicate the delivery term, the delivery for the Customer who is a consumer will, in any event, be 30 days from the date of conclusion of the contract.

9.7 It is up to the Customer to check the condition of the Product delivered to him/her immediately after delivery. The risk of loss of or damage to the Products, due to causes not attributable to CME KART, is transferred to the Customer when this takes physical possession of the Products, except for partial loss or damage not recognisable at the time of delivery, provided that - in the latter case - the damage is reported as soon as it is known and no later than 8 days after receipt. In the event that the packaging shows obvious signs of tampering or alteration, the Customer is also advised to accept the delivery of the Product by the courier with reservation and to notify CME KART immediately.

9.9 In the event that the purchased Product is not delivered or is delivered later than the delivery terms specified during the purchase process and in the order confirmation, the Customer who is a consumer, pursuant to art. 61, paragraph 3 of the Consumer Code, invites CME KART to make the delivery within an additional term appropriate to the circumstances. If this period expires without the Products having been delivered to him/her, the Customer is entitled to terminate the contract. The Customer who is a consumer is not required to grant CME KART the additional term and is entitled to terminate the contract immediately when: a) CME KART has expressly refused to deliver the Products; b) compliance with the delivery term indicated during the purchase process and in the order confirmation is to be considered essential, taking into account all circumstances surrounding the conclusion of the contract.

10. Right of withdrawal

10.1 A Customer who is a consumer has the right to withdraw from the Product purchase contract without having to give any reasons and without having to bear any costs other than those set forth in art. 10.4 and 10.6 below, within the period of 14 calendar days and after notifying CME KART of the intention to withdraw.

10.2 The Withdrawal Form, where made available via the Website, may be used to exercise the right of withdrawal.

10.3 In the event of withdrawal, the Customer is requested to include the following information in the communication: order number, the Product for which he/she intends to exercise withdrawal and his/her address.

10.4 The Customer returns the Product to CME KART at his/her own expense and using a carrier of his/her choice, without undue delay and in any case within the term of 14 days from the notice of withdrawal. The Product, properly packaged, must be sent to the following address: CME KART SRL CME KART SRL, Via Federico Garofoli, 288/B - 36057 San Giovanni Lupatoto (VR). The direct costs of returning the Products to CME KART shall be borne by the Customer.

10.5 CME KART shall reimburse the price paid, including the delivery costs, without undue delay and in any case no later than 10 days after the day on which it has received notice of the Customer's decision to withdraw. Reimbursement will be made using the same payment method used by the Customer for the initial transaction, unless the Customer has expressly agreed otherwise. In the case of payment by cash on delivery, the amount will be reimbursed by bank transfer and the value date will be 10 working days after receipt of the bank details from the Customer. Reimbursement may be suspended until receipt of the Products or until the Customer proves that he/she has returned the Products, whichever is earlier.

10.6 The Customer shall be liable for any decrease in the value of the goods resulting from any handling of the Product other than that necessary to establish the nature, characteristics and functioning of the Product. The Product shall be stored, handled and inspected with normal diligence and returned intact, complete in all its parts, fully functional, accompanied by all accessories and illustration sheets, with the labels - where present - still attached, as well as perfectly suitable for the use for which it is intended and without signs of wear or dirt. Otherwise, the refund shall be reduced by an amount equal to the decrease in value resulting from the mishandling of the Product. Within 5 working days of receipt of the Product, CME KART will inform the Customer of this circumstance and of the consequent decrease in the amount reimbursed, indicating to the Customer, if the reimbursement has already been paid, the bank details for payment of the amount owed by the Customer due to the decrease in the value of the Product.

10.7 The right of withdrawal is excluded for all the cases referred to in art. 59 of the Consumer Code and, in particular, the following categories of Products: custom-made or customised products; sealed products that cannot be returned for hygienic or health protection reasons that have been opened after delivery; products that are liable to deteriorate or expire rapidly; sealed audio or video recordings (e.g. a DVD or CD). The audio or video recordings from which the SIAE stamp has been removed are considered to have been opened.

11. Conformity and defects

11.1 CME KART guarantees the conformity of the Products for 24 months after delivery to end consumers and for 12 months to persons who are not end consumers.

11.2 In the event of conformity defects, the end-consumer Customer shall notify CME KART in writing within two months of the appearance of the defect, and the non end-consumer Customer shall notify CME KART within eight days, in both cases enclosing a copy of the purchase invoice or quoting the purchase invoice details.

11.3 Excluded from the Guarantee are the parts subject to wear and tear as well as all defects/damage caused by handling and transport, use, maintenance, repair of the machine by unauthorised personnel and failure to observe the instructions contained in any manuals accompanying the Product.

11.4 Following notification of the conformity defect, the Customer may receive a request for photographic documentation of the Product for an initial assessment.

11.5 If the Product needs to be inspected directly, the Customer will receive a return authorisation code that he/she must affix to the parcel and must send the defective item to CME KART SRL - Via Federico Garofoli, 288/b - 37057 San Giovanni Lupatoto (VERONA - ITALY), using suitable packaging to protect the contents, sealing all openings with adhesive tape.

11.6 Once the package has been received, CME KART will initiate the procedure for checking the contested defect, and at the end of this procedure, if a conformity defect has indeed been found, the customer will receive the item duly repaired free of charge, or a replacement with a new one if available, or a refund of the price paid.

12. Communications or complaints

12.1 It is possible to request information, send communications, seek assistance or file complaints by contacting CME KART in the following ways:

- by e-mail at info@cmekart.com and by telephone at 3407606920 operating from Monday to Friday from 8.30 a.m. to 6 p.m.;
- by post, writing to CME KART SRL CME KART SRL, Via Federico Garofoli, 288/B - 36057 San Giovanni Lupatoto (VR)

12.2 CME KART will respond to complaints within 7 working days of receipt.

13. Disclaimer of liability

13.1 Without prejudice to what is otherwise provided for in accordance with the regulations in force, CME KART shall in no case be held liable for the Products and for failures, inefficiencies and/or delays due to causes not attributable to CME KART and/or due to circumstances beyond CME KART's control and/or force majeure such as, by way of example but not limited to, pandemics, natural disasters, adverse weather conditions, fires, floods, earthquakes, strikes, sabotage, malfunctions and/or breakdowns and/or interruptions and/or defects of any other kind in telephone lines, power lines and communication networks.

13.2 The Customer acknowledges and accepts that, in any event, CME KART's liability shall not exceed the sums paid by the Customer to CME KART for the purchase of the Product. This is without prejudice to what is otherwise provided for under the legislation currently in force.

14. Applicable Law and Jurisdiction.

14.1 The contract for the purchase of Products concluded via the Website is governed by Italian law and subject to Italian jurisdiction.

14.2 For any disputes that may arise between the parties with regard to the validity, interpretation or execution of the purchase contract and the GTCS, except as provided for in the following points and, in any case, if the Customer cannot qualify as a consumer, the Court of Verona shall have exclusive jurisdiction.

14.3 If the Customer is a consumer, the place of jurisdiction for all disputes relating to the application, execution and interpretation of these General Terms and Conditions of Sale shall be where the Customer resides or has elected domicile. This is without prejudice to the application to consumer Users who are not usually resident in Italy of any more favourable and mandatory provisions of the law of the country in which they are normally resident, in particular in relation to the deadline for exercising the right of withdrawal, the deadline for returning the Products, in the event of exercising such right, the methods and formalities for communicating the same and the legal guarantee of conformity. 1

Pursuant to articles 1341, par. 2 and 1342 of the Italian Civil Code, the Customer declares to have read and to specifically accept the following articles of these General Terms and Conditions of Sale: 1.4 (right to change the GTCS), 3.3 (indemnity), 3.4 (refusal and/or cancellation of orders), 7.2 (change in the price of Products), 8 (termination of contract in the event of non-payment), 9.5 (repeat delivery and costs thereof), 10 (right of withdrawal), 11 (conformity and defects), 13 (disclaimer of liability), 14 (Applicable law and jurisdiction);