

GENERAL TERMS AND CONDITIONS OF SALE

The products contained in the virtual catalogue on the website www.ivecofanshop.com ("Products") are offered for sale by Jakala S.P.A. S.B. ("Jakala"), whose registered office is in Corso di Porta Romana, 15, 20122 Milan (MI), Italy. Tax Identification no., VAT Registration no. and Milan Companies Register no. 08462130967 – Authorised, fully subscribed and fully paid-up share capital EUR 3,831,764.00.

Jakala is authorised by Iveco S.p.a. ("Iveco") , owner of the Iveco trade mark (the "Trade mark"), to operate an e-commerce system exclusively intended for the sale of items related to the Trade mark.

The offer and sale of products on the Site are governed by these general terms and conditions of sale ("Terms and Conditions").

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1. ACCEPTANCE OF THE GENERAL TERMS CONDITIONS OF SALE

These Terms and Conditions apply to all sales agreements concluded through process available on the Site, provided that the Customer is: (i) a consumer, i.e. a person who purchases Products for purposes unrelated to their work ("Consumer"), or alternatively, (ii) a licensee ("Licensee") or an employee ("Employee") of Iveco. Consumers, Licensees and Employees are collectively referred to below as "Customers."

The terms and conditions of purchase of Products are governed by these Terms and Conditions, which are accepted by the Customer and are an integral and essential part of every offer and purchase order for the Products (collectively referred to below as the "Agreement").

These Terms and Conditions are prepared in conformity with, among other things, the provisions of Legislative Decree 206/2005 ("Consumer Code"). No other contractual terms and conditions apply, even if Jakala does not expressly disclaim them.

Before making the purchase, the Customer is invited to carefully read these Terms and Conditions and may store, reproduce, copy and/or print them.

The Agreement is concluded upon Jakala's acceptance of the order, even if only in part. This acceptance is deemed tacit unless otherwise communicated in any manner to the Customer. By placing an order in the manner foreseen, the Customer declares to have read all the information provided to them during the purchase process, and to accept the terms and conditions and the terms of payment specified below.

The Customer, once the online purchase process is complete, shall print or save an electronic copy, as well as keeping these terms and conditions of sale, pursuant with the provisions of Articles 49 et seq. Legislative Decree no. 206/2005 on remote sales.

For any further information, the Customer is invited to contact Jakala using the "Contact" section at www.ivecofanshop.com.

2. SITE ACCESS, DESCRIPTION AND SERVICE FEATURES FOR PRODUCT SALES

The sale of Products service offered on the Site includes registration, access to selections, choice of Products, on-line submission of the purchase order, and possible on-line acceptance of the purchase order, in compliance with Articles 50 to 61 of the Consumer Code.

2.1. Registration

To activate the service, the Customer must register by following the registration process, accepting the above Terms and Conditions governing the agreement for the supply of Products. The password is strictly personal and should not be disclosed and/or shared with third parties. The Customer is solely responsible for maintaining the confidentiality of login credentials. If the password is lost, stolen or misplaced, the Customer must follow the process to obtain a new password on the Site.

Jakala will not be held responsible for the unauthorised use of credentials by third parties where due to theft, loss, carelessness in storage by the Customer or, in any event, to causes not attributable to Jakala itself.

2.2. Access

Access to the service is reserved for registered Customers and occurs by entering their e-mail as their username and the password of their choice, in the appropriate section.

2.3. Purchase order

The Customer may purchase only the products displayed at www.ivecofanshop.com at the time the order is made, as described in the relevant information sheets.

It is understood that the image accompanying the description catalogue of a physical product may not be perfectly representative of its features but differ in colour, size, accessory products in the picture. Likewise, purchase support information is intended as merely general information material, as it may not be perfectly referable to the actual features of an individual product.

Each purchase order received by Jakala must clearly contain indications about the Product code, Product description, quantity, address, recipient's name, and a valid telephone number, necessary to complete the delivery.

The ordering process on the Site includes the ability to detect and correct data entry errors prior to the placing of the purchase order. The purchase order sent by the Customer constitutes a binding contractual offer in accordance to Art. 1326 of the Civil Code and, therefore, cannot be changed or withdrawn by the Customer, without prejudice to Art. 8. By placing an order in the manner provided for, the Customer states that they have read all the information provided during the purchase process and that they accept the Terms and Conditions and the terms of payment described below.

The Agreement stipulated between Jakala and the Customer shall be concluded with the acceptance of the order by Jakala, which shall be formalised by e-mail within one business day following the bank transfer, unless payment is made by advance transfer, in which case the Agreement is concluded with the confirmation of payment by Jakala. If after ten days of the creation of the order the transfer is not made, the order will be cancelled by Jakala.

Jakala will send the Customer an order confirmation via e-mail to the address indicated in the registration.

This confirmation message will contain the Date and Time of receipt of the order, a "Customer Order Number" and all the data entered by the Customer when completing the request. It is the Customer's responsibility to check the accuracy of all information in the Order, and they undertake to submit any corrections within one working day of receiving the order confirmation e-mail, using the "Contact" section on the Site www.ivecofanshop.com.

Please note that the Customer Order Number must be used in any further communications with Jakala.

If the purchased products are not available, Jakala reserves the right to cancel the order or delete part of the order.

The pro forma invoice for the order just placed and confirmed will also be available on the Site.

Customers can also check the status of their order by logging into the Site www.ivecofanshop.com and accessing the "Your Orders" area.

Jakala commits to shipping the Products no later than four business days from the date on which the order is accepted.

It is understood that the execution of the order is subject to the actual availability of the Products. If the Product is not available and/or if the order is not accepted, Jakala shall inform the Customer of this within five business days and shall issue a refund, depending on the type of payment used, without undue delay and in any case no later than within 14 days.

In such a case, the Customer is not entitled to any other damages or compensation.

All prices of products featured on the Site include VAT. It is understood that Jakala is not required to provide any notice to Customers in case of change in prices.

On the www.ivecofanshop.com Site, the approximate amount of product available at time of order is displayed within each product catalogue.

Since the simultaneous access of many Customers and the possibility of simultaneous "on line" orders affect product availability, Jakala does not guarantee that the ordered goods will be delivered.

If the Customer orders greater quantities than those available on the Site, which must, in any case, be made with a commitment to purchase, Jakala shall have the right to refuse the order and to reserve the right to communicate the best manner and timing of delivery.

On certain Products subject to promotions, which Jakala will announce on the Site in the manner required by law, the availability of such Products may be limited, with Jakala having the right to refuse the order if such availability is exhausted.

Once the online purchase process has been completed, the Customer shall print or save an electronic copy, and in any case keep a copy, of these Terms and Conditions, in accordance with the provisions of Legislative Decree 206/2005 on remote agreements.

2.4. Sales agreement filing process

The Terms and Conditions will be filed on the Site, in the appropriate section (General Terms of Sale) in the Site's footer and the Customer will be able to access it at any time by following the process for display on the Site.

3. PRODUCT FEATURES

The Products are depicted on the www.ivecofanshop.com Site in such a way as to correspond, as much as possible, to the Product's features, it being understood that Jakala does not guarantee that the images and colours as they appear on the Customer's monitor will exactly match the real Product. Therefore, they are not binding and are subject to change at any time, as it is understood that the picture accompanying the description of a Product cannot be perfectly representative of its features, and may differ in colour, size, and accessories present in the picture.

The technical information included on the site and other features such as size, compatibility or colour faithfully reproduce those of the goods' manufacturers.

Jakala therefore reserves the right to change the technical information of Products to match those provided by the manufacturer, without needing to provide any notice, provided that, if the customer was misled by the above information, they may exercise the withdrawal right set forth in Art. 8 below.

The Products will be sold by Jakala complete with the warranty provided by the Suppliers of the Products themselves.

The Products shown on the site can be purchased until stocks are exhausted, it being understood that Jakala reserves the right, at any time, to not make available certain products and/or to change their features.

Jakala also reserves the right to update, at any time and without notice, the www.ivecostore.com website, by eliminating certain

products and/or adding new ones

4. PRODUCT PRICES AND SHIPPING COSTS

4.1. Products

The price of the Products is that shown in the Price List published on the Site on the day the order is placed by the Customer and before the order is placed.

The Final Price includes standard packaging, marking/labelling and holographic sticker, and shipping costs.

For EU Member States, the Principality of Monaco and the Isle of Man, the Final Price will include delivery costs, which will depend on weight and place of delivery, as well as VAT.

Any costs not included in the prices of the Products published on the Site shall be separately indicated in the order summary and confirmed in the order acceptance e-mail referred to in Art. 2.3. In addition, for deliveries to be made in Other States, in Campione d'Italia, Livigno, the Channel Islands and the Canary Islands, the prices of Products posted on the www.ivecobusfanshop.com website always exclude: (a) any sales taxes, (b) any customs taxes and/or duties, and (c) any other tax and/or charge applicable to the delivery of Products ordered. Customers who are not Consumers will be responsible for paying all customs taxes and duties applicable in the country of delivery of the Products ordered. Any and all charges or costs relating to the clearance through customs of the Products delivered will remain the sole responsibility of the recipient of the delivery.

For any information on the amount of customs taxes duties and customs clearance in Other States and Campione d'Italia, Livigno, the Channel Islands and the Canary Islands, Customers other than Consumers are invite to contact the Customs office having jurisdiction (www.agenziadogane.it/index.html). Despite the above, Jakala reserves the right to change the Price List and any discounts published on the Site at any time.

4.2. Shipping costs

Shipping charges are calculated based on the weight of the goods (based on the weight/volume ratio), where the products are delivered, and the shipping method (standard/express).

For STANDARD or EXPRESS shipping charges, please refer to the following link on the Site:

<https://www.ivecofanshop.com/content/files/ShippingRates.pdf>

Jakala will not ship to PO boxes or to locations that provide domiciliation services. For each order placed on the Site, Jakala will issue a transportation document for the shipped material, which is also valid for warranty purposes. For the issuance of the transportation document, the information provided by the customer at the time of the order is authoritative. After shipment, the invoice will be sent to the e-mail address entered when registering on the www.ivecofanshop.com Site.

Shipping costs are the responsibility of the Customer and are explicitly highlighted when placing the order.

5. PAYMENT METHOD

Payment of the price of the ordered Products shall be made in advance of delivery and may be made by Customers by credit card (Mastercard or Visa) or PayPal. Licensees and Employees may also pay in advance by bank transfer.

Credit card: The payment system currently accepts Mastercard and Visa; this includes PostePay cards but excludes Visa Electron cards that are not enabled for online payments. If purchasing goods with a Credit Card, the transaction will be authorised at the time of order.

If the order is cancelled by the Customer or if it is not accepted by Jakala S.p.A., Jakala S.p.A. will simultaneously request the cancellation of the transaction. The time required for cancellation, for some types of cards, depends exclusively on the banking system. Once the transaction has been cancelled, Jakala S.p.A. shall in no case be held responsible for any direct or indirect damage caused by the delay in the failure to release the amount committed by the banking system.

Jakala S.p.A. reserves the right to request further information from the Customer (for example, landline number) or to send copies of documents proving the ownership of the card used. In the absence of the required documentation, Jakala S.p.A. reserves the right not to accept the order.

The on-line transactions by credit card are made directly on site at the bank, through a Secure Server adopting the SSL security system (Secure Socket Layer).

This Verisign-certified protocol enables communication in a manner designed to prevent the interception, modification or falsification of information. Jakala will have no knowledge of the credit card data used by its Customers.

At no time during the purchase process is Jakala S.p.A. capable of storing information relating to the buyer's credit card, which is transmitted via secure connection directly to the website of the banking institution handling the transaction. No Jakala S.p.A. computer file will store this data. In no event can Jakala be held liable for any fraudulent or illegal use of credit cards by a third party, at the time of payment of goods purchased.

PayPal: By choosing to pay with PayPal, you will be redirected to a page on the PayPal site on which you will enter your e-mail address and password and make the payment. Your financial information will not be shared with Jakala S.p.A. but will be handled directly by PayPal. We only accept verified PayPal accounts. Log on to the PayPal Site to verify your account.

Advance Bank Transfer: If paying by Advance Bank Transfer, the order shall only be shipped when the amount due is actually deposited in Jakala S.p.A.'s current account. The Customer must make a transfer corresponding to the amount specified in the order confirmation with the following references: Holder:

Jakala S.p.A., Corso di Porta Romana no. 15, 20122 Milan;

Bank: INTESA SANPAOLO, Milano Pirelli branch - Via Pirelli 16/a, 20124 Milan

IBAN: IT05 Q030 6920 0001 0000 0066 031

BIC-SWIFT: BCITITMM

Description: order number indicated on the page and in the order confirmation e-mail.

6. DELIVERY

The Products will be delivered, suitably wrapped and/or packaged, through a shipping company chosen by Jakala, to the recipient's address indicated by the Customer at the time the purchase order is submitted. The delivery terms indicated by Jakala refer to the products in its warehouses and are not binding for Jakala, which may subsequently confirm or change them, depending on its own needs and/or the shipping company's availability. They may be subject to change due to force majeure or due to traffic and road conditions in general, or because of actions taken by the authorities.

On receiving the Products, the recipient shall immediately check that the Products correspond to the Products ordered, including in number, without prejudice to the fact that, in the event of discrepancies between the Products delivered and the Products ordered, the Customer may send a complaint using the form on the Site or exercise the withdrawal right set forth in Article 8 below.

The delivery of the ordered goods is on the street level and not on upper floors where the residence may be located.

Pursuant to Article 61 of the Consumer Code, the Products that are available in Jakala's warehouse will, as a rule, be delivered:

6.1. Italy and EU Member States

by the 15th business day following receipt of the order by Jakala and, in any event, no later than the period specified by law from the receipt of payment by Jakala.

6.2. Outside the EU

by the 20th business day following receipt of the order by Jakala and, in any event, no later than the period specified by law from the receipt of payment by Jakala.

7. MANAGEMENT OF ORDER REPORTS

Upon delivery of the goods by the shipping company, the Customer is required to check:

1. that the number of packages delivered is the same as indicated on the delivery note;
2. that the packaging is not damaged or wet or otherwise altered.

Any missing packages, compared to what is stated on the shipping company documents or unsuitable packaging (damaged, wet or altered), must be reported by placing a specific reserve (e.g. damaged packaging reserve, lack of package reserve, punctured packaging reserve) on the delivery/transport document.

If the statement on the delivery note is too generic (without specification of the defect), no new shipment will be made. Jakala agrees to replace damaged or missing products free of charge and at its own expense only if the Customer gives notice, pursuant to Art. 1495 of the Civil Code, within eight calendar days after the actual delivery of the product (eight calendar days starting from the delivery date).

Using the online form in the contact section of the site, the Customer must send a written statement indicating the following:

- detail of damage found / missing packages / item not in conformity
- description of the condition of the packaging at the time of delivery
- colour photographs of the 6 sides of the packaging at the time of delivery
- any statement of having placed a specific reserve on the delivery note

Please note that in the event of any external damage or mismatch in the number of packages, you should immediately report it to the delivering shipping company, either by rejecting the goods and stating the reason, or by collecting them and marking the accompanying document with the words "subject to inspection" specifying the reason.

Once the shipping company's document is signed with no dispute about the condition of the packaging, the Customer may not raise any subsequent dispute.

Even with undamaged packaging, the goods must be inspected within eight days of receipt.

Any report after the above deadlines will not be considered. For each statement, the Customer assumes full responsibility for what is stated.

8. WITHDRAWAL RIGHT

Pursuant to Arts. 52-59 of the Consumer Code, if the Customer is a Consumer (i.e. a natural person who purchases the goods for purposes not related to his profession), they have the right to withdraw from the purchase agreement for any reason, without the need to provide an explanation and without penalty, except for the types of products for which this expressly does not apply.

The withdrawal right may be exercised within the period of 14 days after receipt of the product in the following ways: i) The Customer must send the statement by entering the request on the online support form on the www.ivecofanshop.com site. The withdrawal form published on the site may be used for this purpose, but is not compulsory.

The return of the product must take place at Jakala S.p.A. S.B. - Warehouse 3 - Via Santi no. 1/2 - Nichelino (TO) within 14 days from the date the withdrawal right is exercised. The refund of the purchase price paid for the product does not include shipping costs, which are the full responsibility of the customer who wishes to withdraw from the purchase. Jakala will only pick up the Products at the shipping cost indicated on the Site if, by their nature, the Customer cannot return them normally by mail.

Once the Product has been received and inspected by Jakala, the Customer will receive a refund directly to the credit card or PayPal account used at the time of purchase.

Jakala commits to processing the refund within 14 days of receiving the withdrawal notice. The Customer must return the purchased items intact and complete (including the original packaging), at their own risk and expense, to Jakala at the address referred to above, within 14 calendar days from the date on which they exercised their withdrawal right. It is understood that it will be Jakala's right to withhold the refund until it has received the goods or until the consumer has shown that they have returned the goods, whichever situation occurs first, unless Jakala has offered to pick up the goods directly.

If the returned Products are damaged during transport for delivery to Jakala, Jakala shall inform the Customer of this damage by the second business day following receipt of the Products, in order to allow the Customer to inform the shipping company and discuss the matter with it, and, at the same time, return the Products damaged during transport, at the Customer's own risk and expense. It is understood that the Customer shall, in any case, only be liable for any decrease in the value of the goods resulting from the handling of the goods that deviates from that necessary to ascertain the nature, features and functioning of the goods.

JK is not responsible in any way for damage or theft/loss of goods returned in uninsured shipments.

The withdrawal right is subject to the following binding conditions:

1. this right applies to products purchased in their entirety; it is not possible to exercise the withdrawal right only on part of the purchased product (for example, accessories, software, peripherals, etc.);
2. in addition, if the Product is composed of different Products (kit or set of Products), the withdrawal right will apply to the entire kit or set of Products and cannot be exercised only for some components of the kit or set. The withdrawal right does not apply to clearly customised products;
3. the purchased Products shall be intact and returned in their original packaging, complete with all their parts (including packaging and any documentation and accessory equipment: manuals, parts, cables, etc.); to limit damage to the original packaging, it may be necessary, when possible, to place it in a second box; in any case, labels or adhesive tapes should be avoided directly on the original Product packaging;
4. the Products in respect of which a withdrawal right is exercised must be returned in normal condition, having been stored and used in accordance with reasonable diligence: used Products showing signs of damage or soiling will not be considered as intact;
5. the withdrawal right does not apply to audiovisual products or sealed software, if the customer has opened the seal;
6. Withdrawal for an incorrectly ordered Product does not mean that it will be replaced with the desired Product. Therefore, in the event of an error, the Customer must return the Product, receive a refund, and then place an order for the desired Product.

The costs and risks of transport for the return of the Product will be charged to the customer. Until proof of delivery to Jakala's warehouse, shipping is entirely the Customer's responsibility.

Jakala will not accept returns of Products that are damaged, deteriorated, soiled due to their use, having compromised integrity or lacking original accessories and equipment, and any such Products will be returned to the sender with the transportation costs charged to it.

If the withdrawal right is forfeited, Jakala shall notify the Customer by registered letter with acknowledgement of receipt: the product shall remain at the Customer's disposal for a period of 30 calendar days from the date the registered letter is sent. After this period Jakala, undertakes to return the product to the Customer through a shipping company. Shipping costs and the price of the product, if already refunded, will be charged to the Customer.

9. WARRANTY

9.1 All Products are covered by the 24-month legal warranty for conformity defects, pursuant to Sections 128 to 135 *septies* of the Consumer Code, as amended, and, where applicable, by the manufacturer's standard warranty. To take advantage of both warranties, the Customer must keep the invoice (or proof of payment) that they receive via e-mail following delivery.

The manufacturer's standard warranty is provided as outlined in the documentation inside the Product package. It is voluntary in nature and does not replace, limit, exclude or prejudice the right to a Statutory Conformity Warranty. The duration, territorial extension, methods of use, types of damages/defects covered and any limitations of the Manufacturer's Contractual Warranty are indicated in the warranty certificate contained in the Product's packaging.

9.2 The 24-month warranty pursuant to Arts. 128 to 135 *septies* of the Consumer Code applies to Products that exhibit a conformity defect, provided that the Product itself is used correctly, in accordance with its intended use and with the provisions of the enclosed technical documentation. This warranty is reserved for the Consumer (a person who purchases goods for purposes not related to his/her professional activity). If the Product is not in conformity, Jakala shall bring the Product back in conformity by repairing/replacing it or reducing the price, at no charge to the Customer, until the agreement is terminated. If, following the intervention of an Authorised Assistance Centre, the defect turns out not to be a conformity defect pursuant to Articles 128 to 135 *septies* of the Consumer Code, the Customer will be charged for any inspection and restoration costs requested by the Authorised Assistance Centre, as well as the transportation costs if incurred by Jakala.

9.3 For the purpose of restoring the conformity of the goods, the Customer may choose between repair and replacement, provided that the remedy chosen is not impossible or, compared to the alternative remedy, does not impose disproportionate costs on Jakala, taking into account all the circumstances and, specifically, the following:

- (a) the value that the goods would have without the lack of conformity;
- (b) the extent of the lack of conformity; and
- (c) the ability to exhaust the alternative remedy without significant inconvenience to the Customer.

The seller may refuse to bring the goods into conformity if repair and replacement is impossible or if the resulting costs are disproportionate.

9.4 The Customer will be entitled to a proportional reduction in price or termination of the sales agreement pursuant to Article 135-*quater* in the event that:

- (a) Jakala failed to repair or replace, or failed to repair or replace where possible, or refused to bring the goods into conformity;

- (b) a lack of conformity manifests itself, despite Jakala's attempt to restore the conformity of the goods;
 - (c) the lack of conformity is so serious as to warrant immediate price reduction or termination of the sales agreement;
- or
- (d) Jakala has stated or it is clear from the circumstances that it will not restore the Product's conformity within a reasonable period or without considerable inconvenience to the Customer.

The Customer does not have the right to terminate the agreement if the lack of conformity is only minor.

9.5 No damages may be claimed from Jakala for any delay in making repairs or replacements.

9.6 In cases where the application of warranties provides for the return of the Product, the goods must be returned by the Customer in the original packaging, complete in all its parts (including packaging and any documentation and accessory equipment: manuals, accessories, etc. ...); to limit damage to the original packaging, we recommend, when possible, to put it in a second box; labels or adhesive tapes must not, under any circumstances, be affixed directly to the original Product packaging.

10. PRIVACY

Jakala processes the personal data provided by the Customer for the purchase of Products through the Site as the data controller, for the sole purpose of executing the agreement entered into with the Customer, in accordance with its privacy policy, also available at the following link: www.ivecofanshop.com

11. AFTER SALES SERVICE

If the Customer finds irregularities with respect to their order (delivery of wrong items, defective products, lack of products, etc.), is not satisfied with the service provided or would like information on Products, they may contact Customer Service at the following e-mail: iveco@jakala.com

To this end, the Customer must always provide the order number and the Products' identification code.

12. APPLICABLE LAW AND JURISDICTION

The sales agreement between the Customer and Jakala is concluded in Italy and governed by Italian Law. For the resolution of civil and criminal disputes arising from the conclusion of this remote sales agreement, if the Customer is a Consumer, the local jurisdiction is that of the court of reference of their town of residence; in all other cases, the local jurisdiction is exclusively that of the Court of Milan.

13. GENERAL PROVISIONS

These Terms and Conditions of Sale may be amended from time to time, including in response to changes in applicable requirements. The new Terms and Conditions of Sale will be effective with respect to agreements for the sale of Products entered into from the date of their publication and acceptance by the Customer.

Pursuant to and in accordance with Legislative Decree no. 130 of 6 August 2015, containing provisions for the implementation of Directive 2013/11/EU on alternative dispute resolution for consumer disputes, we inform you of the existence of an online alternative dispute resolution platform that can be reached via the following link:

<https://ec.europa.eu/consumers/odr>