

## GENERAL SALES CONDITIONS

### 1. GENERAL PROVISIONS

1.1 In the context of these General Conditions the following terms will have the meaning respectively assigned to each of them below:

"Company" refers to Racing Force S.p.A., with headquarters in Ronco Scrivia (GE), via E. Bazzano 5 (hereinafter also just Racing Force or Seller);

"Agreement" includes the offer, the estimate, the price list, the contract, the purchase order, the order confirmation and these general sales conditions;

"Products" refers to the goods offered by Racing Force which are the subject of the individual purchase and sale orders;

"Customer" or "Buyer" refers to a natural or legal person who places a purchase order in favor of the Seller or enters into an Agreement with Racing Force;

"Recipient" refers to the Customer or the person who receives the products covered by the Agreement;

"Parties" are the Customer and the Seller;

"Price list" refers to the periodic lists published by the Seller and containing the prices of the standard Products.

1.2 These general conditions apply in full to every sales agreement entered into by Racing Force S.p.A. and form an integral part of it.

1.3 Each purchase of Products from Racing Force S.p.A. implies acceptance of these general sales conditions by the Buyer, unless the Parties have expressly waived them in writing.

1.4 The data, statements and declarations that can be read in the catalogues, prospectuses and other printed material or deriving from Racing Force S.p.A. cannot be considered general conditions of sale.

1.5 These general conditions of sale replace any term or condition that may be contained in the Customer's purchase orders or in other documentation.

1.6 These general conditions of sale are published on the website [www.racingforce.com](http://www.racingforce.com) and are understood to be fully read and accepted by the Customer with the placing of the purchase order.

### 2. PRICES

2.1 The prices charged by Racing Force S.p.A. are subject to changes according to the variations in tax and transport charges, which occurred between the date of the order and the date of payment.

2.2 Any variation of these factors subsequent to the date of the order will entitle the Company to modify the agreed price in proportion to this increase.

2.3 The Company also reserves the right to adjust the sales prices after signing the contract in the event of an increase in the purchase prices of raw materials or changes in exchange rates. The adjustment will be applied notwithstanding the order confirmations previously sent by the Company. The change, in the event of a price change, will apply to all orders to be delivered subsequent to the price change. The Purchaser, within 48 hours of

receiving the communication of the price change, will have the right to cancel the confirmed order in writing, otherwise the price change will be considered accepted.

2.4 The prices of the products are disclosed not including VAT, a tax which must be paid in accordance with the specific provisions indicated on the invoice.

### **3. TERMS OF DELIVERY – UNFORSEEABLE CIRCUMSTANCES AND FORCE MAJEURE. OTHER HYPOTHESES**

3.1 Racing Force reserves the right to make distributed deliveries of the goods ordered.

3.2 The delivery terms indicated by Racing Force are not exhaustive and binding but only indicative.

3.3 The Company will be released from its contractual obligations, without any indemnity and/or compensation however denominated in the event of unforeseeable circumstances and force majeure, such as, by way of example but not limited to: floods, fires, general and partial strikes. The following are also considered as cases of force majeure: cyber terrorism or other types of cyber attacks, computer security incidents, unintentional corruption or loss of data or events of a similar nature. The Customer is required to accept the quantities ready for delivery at the time the event occurs.

3.4. Racing Force may make use of the provisions of paragraph 3.3., even in the absence of the preconditions for unforeseeable circumstances or force majeure, if the public authority, even possibly of other countries, has measures to contain the health risk that may affect the correct execution of the Company's obligation.

### **4. TRANSPORT**

4.1 The transport of the products is entrusted to a carrier chosen on the basis of the commercial agreements defined between the Parties.

4.2 The delivery of the products is carried out according to the delivery term agreed between the Parties, as governed by the incoterms referred to in the pro tempore edition in force.

4.3 For all products available in stock, delivery is made in the shortest possible time, also depending on any customization chosen.

4.4 Racing Force undertakes to respect the delivery times mentioned above but does not consider itself responsible for the consequences related to a delay or loss of a package caused by a third party or by the customer or due to an unforeseen cause. Racing Force does not will be responsible in the event of delivery errors resulting from the incorrect or incomplete completion of the purchase order by the customer. Racing Force tries to ensure that all items offered for sale are in stock. However, it reserves the right not to accept orders or to cancel confirmed orders for products that are not in stock.

4.5 Upon delivery of the products, the customer is required to check, in the presence of the carrier, whether the delivered products correspond to those ordered and indicated in the transport document, and whether the packaging is intact and undamaged.

4.6 The customer must immediately notify the carrier of any anomalies found at the time of delivery, mentioning them on the delivery note (acceptance with reserve).

### **5. GUARANTEE**

Racing Force S.p.A. Via E. Bazzano, 5, 16019 Ronco Scrivia (GE), Italy. T: +39 010 96 501 racingforce.com - ompracing.com - bellracing.com  
VAT 02264760105 - CCIAA Genova - REA nr. GE-260454 - Share Capital Euro 2.569.919,80 fully paid-up

## RACINGFORCEGROUP



BRANDS OF RACING FORCE GROUP

5.1 In the event of non-compliant delivery, any complaint regarding the quality and quantity of the goods sold must absolutely be forwarded in writing. Complaints received by the seller 8 days after delivery will not be accepted. Failure to comply with the above implies acceptance by the purchaser of the quality and quantity delivered.

5.2 The catalogues, price lists and information contained in the aforementioned publications are not binding for the Company. Racing Force assumes no responsibility for errors or omissions in its price lists or promotional material. The drawings and technical documents exchanged between the purchaser and the Company remain their respective and exclusive property and cannot be used, reproduced or delivered to third parties without the authorization of the owner.

5.3 All data and information relating to the Products are provided for information only. The booklets, drawings, sketches and other information are provided to illustrate the technique of using our materials; in no case can they be considered useful for the implementation of said materials and imply any liability of the Company. For the sizes, colors and weights of some materials subject to variations inherent to their nature or to their manufacture, the tolerances of use are applied; the samples provided must be understood as standard samples. The exact conformity of the supplied products to the samples cannot be guaranteed.

## 6. PAYMENTS

6.1 Any payment due must be made to Racing Force S.p.A., via Bazzano 5, 16019 Ronco Scrivia (GE), according to the methods agreed between the Parties.

6.2 If the price is payable at maturity date, Racing Force S.p.A. reserves the right to issue a bank receipt (ri.ba.).

6.3 For each day of delay with respect to the agreed payment term, default interest will be calculated pursuant to Legislative Decree 231/2002, without the need for formal notice. Save any other reason of Racing Force against the defaulting buyer.

## 7. LIMITATION OF LIABILITY

7.1 Given the indicative nature of the delivery terms, Racing Force in no case can be held responsible for damages, even indirect, which may derive to the Buyer from delays in delivery.

7.2 Without prejudice to the provisions of article 1229 of the civil code: a) Racing Force will in no case be liable for any loss of profit, loss of production, loss of contracts, for damages deriving from costs relating to unproductive waiting of the Buyer or for production stops, for any penalties or damages requested by third parties connected directly or indirectly to the contract; for punitive, additional, incidental, indirect, or consequential loss or damage; b) Racing Force will be liable for direct damages, without prejudice to the foregoing in point a), solely and exclusively attributable to its negligence and caused to the Buyer during the execution of the Agreement, however within the maximum limit of the value of the goods sold. In the event of multiple sales made to the same Customer or in the case of a single sale made with several deliveries, the value is exclusively that determined in the single order confirmation to which the delayed delivery refers.

## 8. USE OF RACING FORCE PRODUCTS AND RISKS

8.1 The Customer, by purchasing Racing Force products in view of their use, declares to be informed and aware that the safety products:

- a) are a single part of a complete safety system which includes the vehicle, the racing track and the conditions which will prevail at the time of use;
- b) are not designed to provide the same level of performance or protection throughout the particular product. Different parts or areas of a product may provide less protection even though they may appear the same;
- c) must be inspected before each use and replaced after the first signs of wear, exposure to chemicals, if exposed to excessive temperatures or any unusual conditions;
- d) are sold for use in legally sponsored motorsport events only and are not intended to be installed and/or used for road use, as road safety (tuning) products are subject to different homologation and different regulations depending on of the country of residence. It is the customer's responsibility to check the reference standards.

8.2 Racing Force products are sold without any express or implied warranty or representation as to their ability to protect the user from injury or death. It is the duty of the customer and of every user of Racing Force products to inform themselves and know all the information available on the correct installation and use, maintenance of the products and the safety prescriptions imposed by the competent national and international bodies. If the user is not sure about the correct use or limitations of the products, he should not use the products. It is the duty of the Customer and of every user of Racing Force products to know the safety regulations imposed by the competent national and international bodies such as, by way of example but not limited to, FIA – International Federation of Automobile, Snell Memorial Foundation, SFI Foundation.

## 9. ORDERS

9.1 Orders must be sent in writing with all the information necessary for their execution.

9.2 Orders are understood to be accepted by Racing Force only after sending the official order confirmation or a written communication from the Company's commercial office.

9.3 If there are no objections from the Buyer within 24 hours following receipt of the order confirmation, the same is understood to be totally accepted.

9.4 Once the term referred to in the previous point has expired, the orders cannot be revoked and/or modified and/or reduced by the Buyer without the written consent of the Company. Otherwise, the Buyer will have to reimburse the Seller for all the costs resulting from such requests/modifications, without prejudice to the provisions of the following paragraph.

9.5 In the event that the Customer cancels the order after the deadline referred to in point 9.3, or does not intend to withdraw it within the terms agreed in the Agreement, the Company will have the right to withhold any part of the price already paid by the Customer, without prejudice compensation for any greater damage as specified in the price list in force.

## 10. INTELLECTUAL PROPERTY

10.1 The design, trademark, copyright, patent, name and domain rights relating to the goods supplied are the exclusive property of Racing Force and are protected by copyright and any other applicable intellectual and

industrial property rights. Any reproduction, communication, distribution, publication, alteration or transformation, in any form and for any purpose, of the contents of the trademarks and distinctive signs of the products marketed by Racing Force is prohibited.

10.2 All brand names, product names and titles used by Racing Force are trademarks or trade names of Racing Force or trademarks or trade names owned by third parties who have agreements with Racing Force. The use or reproduction of such trademarks or trade names is not permitted, as this could constitute a violation of the rights of the owners.

## 11. EXPORT – CONTROLS AND SANCTIONS

Racing Force complies with applicable EU, US, UN and national export control regulations which prohibit the sale of certain products and services to certain countries and individual companies and individuals. In case the Customer exports goods and services, the Customer shall comply with applicable export control rules and sanctions.

## 12. CODE OF ETHICS AND ORGANISATION, MANAGEMENT AND CONTROL MODEL

12.1 Racing Force considers human rights and ethics as founding values of its work, on which the management of its activities and relations with third parties are based. Racing Force adopts a Code of Ethics and a model of Organisation, management and control pursuant to Legislative Decree 231/2001, which establish a high level of integrity for Racing Force, committing the Company to meet the fundamental responsibilities regarding human rights, labour, environment and anti-corruption. Further information on the Code of Ethics and on the Organisational, Management and Control Model can be found on the website [www.racingforce.com](http://www.racingforce.com).

12.2 The Buyer declares to have read the contents of the Organisational, Management and Control Model and the Racing Force Code of Ethics published on the website [www.racingforce.com](http://www.racingforce.com) and undertakes to comply with the provisions.

## 13. DATA PROCESSING

The data will be processed in accordance with the provisions of Italian law (Legislative Decree 196/2003 and subsequent amendments) and the European regulation on privacy (GDPR EU Regulation 2016/679).

## 14. APPLICABLE LAW, JURISDICTION AND COMPETENT COURT

These general conditions of sale are governed by Italian law. Any dispute relating to these conditions of sale and in any case pertaining to the conclusion, execution, termination or term, or interpretation of the Agreement is subject to the exclusive authority of the Italian Judge, also with exclusive jurisdiction of the Court of Genoa.

## 15. COMMUNICATIONS

For any information and/or communication, contact:

Racing Force S.p.A.

via E. Bazzano 5 - 16019 Ronco Scrivia - Genoa (Italy)

VAT number and F.C. 02264760105 – REA: GE-260454

Ph. 010 96501 - E-mail: [info.rf@racingforce.com](mailto:info.rf@racingforce.com)

**16. FINAL PROVISIONS**

16.1 Racing Force has the right to engage one or more third parties at its discretion to fulfill its obligations under these general conditions of sale. Racing Force has the right to assign the Agreement, without the Customer's consent, to any subsidiary, affiliate or third party.

16.2 Any nullity and/or ineffectiveness of one or more provisions of the general conditions of sale does not affect the validity of the remaining provisions of these general conditions of sale.

RACING FORCE SPA

(BUYER)

Pursuant to and for the purposes of articles 1341 and 1342 of the civil code the following clauses are specifically approved in writing: 2.2. and 2.3. (Prices); 3.1., 3.2. and 3.4. (Terms of delivery – unforeseeable circumstances and force majeure. Other hypotheses); 4.4. and 4.6. (Transport); 5.1., 5.2. and 5.3 (Guarantee); 7.1 and 7.2 (Limitation of Liability); 8.2. (Use of Racing Force products and risks); 9.3., 9.4. and 9.5. (Orders), 14 (Applicable law, jurisdiction and competent court).

(BUYER)

**Racing Force S.p.A.** Via E. Bazzano, 5, 16019 Ronco Scrivia (GE), Italy. T: +39 010 96 501 [racingforce.com](http://racingforce.com) - [ompracing.com](http://ompracing.com) - [bellracing.com](http://bellracing.com)  
VAT 02264760105 - CCIAA Genova - REA nr. GE-260454 - Share Capital Euro 2.569.919,80 fully paid-up

RACING**FORCE**GROUP



BRANDS OF RACING FORCE GROUP