

Contractual Terms and Conditions

1. Agreement

1.1 This Agreement (the "Agreement") is between your company or contractual party, as specified in Article 2.3, ("Customer") and Piaggio & C. S.p.A., with registered offices in Pontedera Viale Rinaldo Piaggio, 25, VAT number: 01551260506 ("PIAGGIO GROUP"). The Customer and PIAGGIO GROUP are together referred to as the "Parties."

2. Subject and Scope of the Agreement

2.1 This Agreement addresses access to the PIAGGIO GROUP website, which contains technical information regarding the Groups Piaggio, Vespa, Gilera, Moto Guzzi, Aprilia, Derbi, Scarabeo and Piaggio Commercial Vehicles brands (the "Brands") and the services provided at <https://rmiportal.piaggiogroup.com> (the "Site"), as well as the use of the Technical Information and services contained therein ("Services"), in accordance with the conditions set out below.

2.2 The term "Technical Information" is defined in Art. 6 (2) of the EC Regulation 168/2013. In particular, this includes all information provided to authorised repairers for the repair and maintenance of mopeds, motorcycles, tricycles and quadricycles relating to the PIAGGIO GROUP brands or its affiliated bodies that may have placed the foregoing on the market. Specific examples of materials regarded as Technical Information include use and maintenance manuals, spare parts catalogues (including the spare parts product codes), descriptions and illustrations of the same; workshop manuals providing information on the dismantling and installation of engines and vehicles, fault codes and other parameters and wiring diagrams, necessary in order to restore, repair and maintain PIAGGIO GROUP vehicles according to recommendations; technical notes containing solutions developed from practical experience, which may relate to problems typically encountered in given model or batch of vehicles; and finally, information relating to recall campaigns as well as any other information regarding repairs to be carried out by authorised dealers at the expense of PIAGGIO GROUP, as reimbursements made during the warranty period.

2.3 The material contained within the Site can be viewed online, and necessitates a credit card payment as defined in Article 4.2.

2.4 In addition to members of the Groups Authorised Network, only companies or individuals responsible for providing repair and maintenance services can access the Site, along with other businesses directly or indirectly involved in repair and maintenance activities. This includes independent repairers, manufacturers or distributors of tools or equipment to be used for repairs, independent distributors of spare parts, publishers of technical information, motorcycle clubs, roadside assistance operators, operators offering technical training for repairers and manufacturers of diagnostic and testing equipment, i.e. professional independent operators.

2.5 By registering on the Site, the Customer agrees to accept the terms and conditions of this Agreement.

3. Registration

3.1 To allow access to the Site and use thereof, Customers are required to register by completing the registration form that appears on the Site and by reading and accepting this Agreement in its entirety. The registration form must be completed fully, truthfully and in good faith. PIAGGIO GROUP reserves the right,

without notice, to permanently terminate access to the Site if the Customer concerned has provided incomplete or inaccurate information, or if they do not belong to one of the categories mentioned in Article. 2.4 above.

3.2 Registration requires the Customer to provide a number of key pieces of personal data, including: Company name, VAT number, personal contact information, including email address, and consent to the processing of personal data.

3.3 Having provided and confirmed the information requested, an identification code (username) and a link will be sent to the Customer at the email address provided, allowing for the creation of a password for access to the Website and the Services available. Please note that only one "username" can be created for each registered email address.

3.4 Information relating to the processing of personal data is contained in the section entitled "Privacy during the registration process", as referred to in section 3.2.

3.5 The Customer is solely responsible for his/her password and identification code, as well as for any access to the Site resulting from the use of these particulars.

3.6 All equipment, software and telecommunications services necessary to access the Site and to use the Services must be purchased at the expense of the Customer. The Customer must immediately notify PIAGGIO GROUP of any unauthorised use of his/her password and where this occurs, must disconnect from the Site immediately.

4. Costs for use of the Site

4.1 A detailed description pertaining to the duration of the Services provided and the corresponding prices for these is provided on the Site. Subscription to the site provides access to technical information relating to PIAGGIO GROUP Euro 4 type-approved vehicles onwards, calculating any taxes, where applicable.

4.2 Subscriptions valid for: a day, a week, a month and a year can be activated directly on the Site, using the "PURCHASE" function and paying online via CREDIT CARD.

4.3 The payment system.

Piaggio RMI uses the payment service BNL Positivity for all online payments for Services purchased. At the end of the navigation in the virtual store, and after having entered all the data required into the order form, the Customer will be asked to provide the information for payment by credit card as follows:

- a) The connection is transferred from the site directly to the BNL Positivity secure server - the secure nature of the page is highlighted by a closed padlock or key symbol on the bar at the bottom of the browser.
- b) The system will ask the Customer to provide confidential information concerning his/her identity and the type, number and expiry date of the credit card used for payment. This data is viewed and managed exclusively by BNL Positivity; PIAGGIO GROUP does not have access to this information.
- c) The purchase amount is automatically transmitted from the Shopping Cart to BNL Positivity, calculating any taxes, where applicable.

- d) With the information obtained, BNL Positivity carries out a POS transaction on the interbank system, and receives a response to confirm or decline the payment; if the system confirms the payment, the customer is charged the amount equivalent to the purchase. In cases to the contrary, the transaction cannot proceed.
- e) When payment is confirmed, the Customer will receive an order summary and confirmation of payment via email.
- f) When this operation is terminated, the BNL Positivity system is disconnected and the Customer is automatically returned to the Piaggio RMI web page with the credentials necessary to activate the Service.

4.4 The Service period shall commence on the date and time of activation, regardless of the day of registration. For example, if the Customer activates a Service at 08:40, and the Service period selected is one day (24 H), access will expire at 08:40 the next day, local time, regardless of the actual time spent using the Service/connected. Consequently, it is the responsibility of the Customer to assess the suitability of the various time periods/prices shown in accordance with his/her needs, both with regard to the nature of the Technical Information required and the time allocated for consulting this information. The Customer is solely responsible for assessing the adequacy of the infrastructure at his/her disposal (PC, software, network speed, modem connections).

5. Access to the Site

5.1 Access is possible every day of the week, except in cases of force majeure. It is expressly agreed that PIAGGIO GROUP may interrupt, restrict, suspend and/or totally or partially prohibit access to the Site or Services in order to carry out maintenance, update or resolve technical problems related to servers, networks or software, or in case of non-fulfilment of obligations by a third party service provider. PIAGGIO GROUP may also change, add or discontinue any of the Services on the Site at any time. In such cases, Customers will be informed.

5.2 The Customer acknowledges, however, that the public nature of the Internet prevents PIAGGIO GROUP from being able to guarantee that:

the Customer will be able to access the Site and Services at all times,

access will not be interrupted under any circumstances and,

access will be error free.

5.3 The Customer acknowledges that neither PIAGGIO GROUP nor its suppliers can be held responsible for the interruption, suspension, modification or abandonment of the Site or any of the Services, and as such, cannot be required to pay compensation.

6. Guarantees, responsibilities and limitations of liability

6.1 The Customer undertakes to respect the provisions of this Agreement, in addition to all regulations which govern activities on the Site and the use of Services and Technical Information, as well as all domestic and international laws and regulations applicable to the Customers activities on the Site, either directly or through a third party.

6.2 In particular, the Customer undertakes to:

assume full responsibility for the safety and/or use of his/her identification code and password, ensuring that this information is not disclosed to third parties;

refrain from using the Site in any manner that could disturb or prevent access by other customers;

refrain from using the Site and its Services in a manner which violates the rules regarding intellectual property and/or the rules and regulations set out by PIAGGIO GROUP;

refrain from using the Site and its Services fraudulently, illegally or without authorisation;

refrain from creating frameworks on other websites using elements of information obtained via the Services or referring to these;

refrain from allowing the disclosure or reproduction of part of the Site or the information obtained therefrom via an intermediary, without express authorisation;

refrain from authorising access or use of the Site or any of its contents by or for the benefit of a third party;

refrain from removing, concealing or damaging a copyright declaration, trademark or other statement of ownership rights added to or contained within the Site and Services;

use the Site in accordance with this Agreement.

6.3 PIAGGIO GROUP can under no circumstances be held liable for repair and maintenance operations performed on a vehicle by the Customer or by a third party using the Technical Information and/or the Services offered by the Site; full responsibility for such operations lies entirely with those performing these activities.

6.4 The Site is provided by PIAGGIO GROUP for informational purposes only. It is the responsibility of the Customer, as an expert in performing repairs and services on PIAGGIO GROUP vehicles, to check the adequacy and accuracy of the information downloaded from the Site and the way in which this information is used. PIAGGIO GROUP cannot guarantee that the information accessible via this Site is accurate, complete or current or that the Site or any function or material contained therein is free from defects or errors.

6.5 PIAGGIO GROUP shall not be held liable for any direct or indirect damages caused to the Customer or to a third party as a result of the aforementioned parties use of the Technical Information and Services available on the Site. The Customer shall also indemnify and hold harmless PIAGGIO GROUP against any and all actions, claims or damages arising from or related to any act or omission attributable to the Customer or arising from and/or related to the use of the Site or the Services.

6.6 In view of the circumstances, PIAGGIO GROUP may take all measures necessary or appropriate with regard to the use of the Site and its Services by the Customer. Specifically, PIAGGIO GROUP may interrupt, restrict, suspend and/or prevent (in whole or in part) access to the Site or the Services without prior notice or compensation, in cases where the Customer has displayed behaviour tantamount to misconduct or has taken actions that are prohibited by the laws and regulations in force and/or by this agreement.

7. Term of the Agreement

7.1 The Parties may terminate the Agreement at any time as a result of non-fulfilment of one Party's obligations to the other under this Agreement.

8. Intellectual Property Rights

8.1 The Site, including all materials, is protected worldwide by the laws which are applicable from time to time regarding intellectual property rights and the rules for use thereof, regardless of whether or not a statement pertaining to these rights over the materials in question is present on the Site. The Customer undertakes to comply with all laws on intellectual property rights worldwide which relate to the Site and its use, and agrees to refrain from and to prevent unauthorised copying of materials.

8.2 All trademarks displayed on the Site are covered by property rights on trademarks registered in the name of PIAGGIO GROUP or companies associated or affiliated therewith. The unauthorised use of any trademark displayed on this Site is strictly prohibited.

8.3 All texts, drawings, images, graphics and other materials found on the Site are the intellectual property of PIAGGIO GROUP, its associated or affiliated companies and its licensees. PIAGGIO GROUP, its affiliates and/or the companies associated thereto retain all rights pertaining to the selection, organisation and management of materials on the Site.

9. Monitoring Rights

9.1 PIAGGIO GROUP reserves the right to conduct periodic auditing of Site usage by the Customer, subject to the confidentiality provisions of this Agreement, with a view to ensuring that the Customer is respecting the terms and conditions contained herein.

10. General provisions

10.1 Waiver of a right: The fact that one of the Parties has refrained from or has delayed exercising a right, a power or a privilege recognised by these terms and conditions cannot be interpreted as a waiver of that right, power or privilege. The waiver of a right is only effective if this is established by a written document signed by the affected party.

10.2 Force Majeure: In addition to those usually legally considered as such by Italian Courts and Tribunals, the following are expressly deemed to be cases of force majeure: internal or external strikes, extreme weather, governmental and legal restrictions and modifications of any forms of marketing, computer faults and telecommunications failures, crashing of PIAGGIO GROUP servers, and any other event that occurs independently of the will expressed by PIAGGIO GROUP. The occurrence of a case of force majeure will first and foremost result in the suspension, under law, of the obligation to fulfil these terms and conditions. If, after a period of 3 months, PIAGGIO GROUP and the Customer jointly establish that a case of force majeure is ongoing, this Agreement will be automatically terminated by law unless otherwise agreed by PIAGGIO GROUP and the Customer.

10.3 Autonomy of the provisions: The invalidity or unenforceability of all or part of any provision of this Agreement shall not affect the validity or enforceability of the other provisions relating to the laws and regulations currently in force.

10.4 Transfer: The Customer may not transfer any of the rights or obligations that have been contracted under the terms of this Agreement without the prior written permission of PIAGGIO GROUP.

10.5 Notifications: All notifications pertaining to these contractual terms and conditions must be sent by post or by fax and confirmed by registered letter with acknowledgement of receipt.

11. Resolution of disputes

The Parties shall act in good faith in order to resolve any disputes that might arise in relation to the Agreement. Unless otherwise agreed by the Parties, where a matter cannot be settled through mediation within 45 days, the dispute will be submitted to the exclusive jurisdiction of the Court of Milan. This Agreement is governed by and interpreted according to Italian law. The Italian language version shall prevail over any translation of this Agreement.

The mediation mechanism does not in any way prejudice the rights of the Customer to submit a direct request to the Court of Milan.

12. Site Updates

12.1 PIAGGIO GROUP reserves the right to change and update the means of access to the Site at any time. It is the responsibility of the Customer to check the Site regularly for changes and updates and for the conditions that apply thereto.

13. Specific Approval

Having reviewed the clauses stipulated in the articles cited below, in accordance with Art. 1341 of the Italian Civil Code, the Customer declares his/her approval of the aforementioned.

art.2

art.5

art.6

art.7

art.10

art.11