



Scalvini Racing SAS
di Scalvini Gianluigi
Via Moie, 18 – 25073 BOVEZZO (BS)
Tel./fax 030 2711446
P.IVA 03100300981
info@scalviniracing.it

GENERAL CONDITIONS OF SALE

E-commerce contract website www.scalviniracing.it
Scalvini Racing SAS Gianluigi Scalvini
Via delle Moie, 18
25073 Bovezzo (BS)

1 - General Provisions

Goals

These provisions are intended to regulate the use of the services of on-line sales of various goods and services offered by Scalvini Racing SAS trading company, which operates on the internet through its website www.scalviniracing.it and offers its clients exhausts systems and accessories for racing motocross, enduro, motard, ATV. The relationship between Scalvini Racing SAS and the Customer under these terms of contract can never be understood as a mandate, representation, partnership or association, or other similar or equivalent contract.

2 - Form and content of the contract

The on-line transmission Scalvini Racing SAS of the Proposal and the payment of the fee charged constitutes full acceptance of these general conditions of contract, drafted and prepared in compliance with the provisions contained in Legislative Decree 6 September 2005. 206 (Consumer Code) and Legislative Decree No 31 January 2007. 7 (Urgent Measures for the protection of consumers, the promotion of competition, the development of economic activities and the creation of new businesses).

For all legal purposes, it is understood, however, that the User / Customer has accepted the conditions and rules of use set forth herein, when shall order confirmation.

Scalvini Racing SAS reserves the right to modify, in whole or in part, these general conditions, applying the new arrangements from the date of their publication on its website. In any case, unless otherwise expressly agreed, these changes will have no retroactive effect on any previous contracts with users.

And forbidden to the customer, unless it is specifically approved in writing by Scalvini Racing SAS, to include the additional or marginal notes and / or modify this Agreement in any way.

The invalidity or unenforceability of any provision must not affect the contract in any case the validity or enforceability of the remaining provisions.

For all matters not provided for in these General Conditions of the Contract, the Parties have to refer to the provisions of law.

3 - Definitions

The words contained in these terms and conditions must not deprive the purchaser, in the case of a consumer, of the rights conferred by law and applicable regulations, including the rights and actions referred to in Legislative Decree 6 September 2005. 206.

3.1 Scalvini Racing SAS

Scalvini Racing SAS, limited partnership, headquartered in Bovezzo (BS), VAT: IT 03100300981 Registration Number and the Register of Companies of Brescia: 505201. The company conducts its business of selling online using their own website (Portal) reached at www.scalviniracing.it and declares he wants to be contacted at the following email address: info@scalviniracing.it;

3.2 Customer

The person named in the order, with which the contract is concluded in accordance with the provisions of these general conditions of contract. And customer also considered the User that registers proposed by Scalvini Racing SAS on its website in order to reach certain areas of the website with access regulations. In



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accordance with the provisions laid down in Article 3 of the Legislative Decree 6 September 2005, n. 206, the customer will be defined:

- a. Consumer: the natural person who is acting for purposes which are outside his trade, business, craft or profession;
- b. Professional: any natural or legal person acting in the course of his business, commercial, craft or profession, or an intermediary;

3.3 User

The term includes any Internet user who accesses the web freely www.scalviniracing.it, either directly or from any other website, without proceeding to the registration proposed by Scalvini Racing SAS. In accordance with the provisions laid down in Article 3 of the Legislative Decree 6 September 2005, n. 206, the User will be defined:

- a. Consumer: the natural person who is acting for purposes which are outside his trade, business, craft or profession;
- b. Professional: any natural or legal person acting in the course of his business, commercial, craft or profession, or an intermediary;

3.4 Registration

Operation by which you provide personal information to Scalvini Racing SAS through their placing in the appropriate section of the website in order to reach areas of the website with restricted access and in order to proceed with the purchase of the Service;

3.5 General Terms and Conditions

The terms contained herein, which constitute an integral and substantial part of the contract between the Client / User and Scalvini Racing SAS when purchasing the service provided through the website www.scalviniracing.it;

3.6 Contract

The contract concluded in the manner set forth in Article 5 and consists of these General Conditions of Contract and the Proposal;

3.7 Proposal

Demand for goods or services which, duly completed in all its parts, the customer submits Scalvini Racing SAS as defined in Article 5.2 below;

3.8 Order Confirmation

Communications sent by the Customer which Scalvini Racing SAS confirmation of the acceptance of an offer to buy, within the period referred to in Article 5.2 of the present General Conditions of Contract;

3.9 Service

Selling online through the website www.scalviniracing.it exhaust systems and accessories for racing motocross, enduro, motard, ATV, age and race etc.. as well as the provision of services of a complementary nature, collateral and accessory such as, but not limited to, registration of the customer, the product cataloging, identification of technical and commercial characteristics of the products themselves, the commercial assistance;

4 - Object of the contract



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4.1 Subject

These Terms and Conditions govern the sale of products and provision of services offered by Scalvini Racing SAS via its website, the rights and obligations under the contract concluded with the Client / User or forms of marketing and advertising sent to the Customer / User.

4.2 Access to the Service

It is up to Scalvini Racing SAS to retain, modify or suspend, without notice, its website, located at www.scalviniracing.it. The user who reaches, directly or indirectly the web address www.scalviniracing.it entitled to free access and free access to public information contained in it, although Scalvini Racing SAS reserves the right to restrict access to certain information, promotions and special offers for the sole customer.

User accesses any website www.scalviniracing.it has the right to register as a customer, without any obligation to purchase, only to have access to areas restricted access to it and benefit from special offers intended for this type of clientele.

4.3 User Registration

The user, before purchasing the service provided by Scalvini Racing SAS has to register and provide personal data and any information useful or necessary for the proper conclusion of the sale contract (for example: name and surname or company name, VAT, shipping address, billing address, e-mail address, telephone number / fax). Scalvini Racing SAS offers the customer a secure and efficient system for the collection and recording of personal data through its own access credentials (combination of user name and password) to assist the customer in future purchases. The customer can specify the credentials you want to your liking, to the condition that the same becomes available and will therefore not be assigned to another customer. If the customer so wishes, through an automated process and without recording any information, Scalvini Racing SAS will ensure the generation of random access credentials can be used. We will not accept login credentials with immoral content, offensive, abusive, discriminatory or that it is placed, however, in contrast with the legislation in force, nor those that allude to trademarks, product names or protected by the laws on intellectual and industrial property rights, in conflict with the right to privacy. The customer agrees to protect and adequately protect the confidentiality of your login credentials. Scalvini Racing SAS downloads any responsibility for any account damages that Customer can receive from theft, loss or theft, misuse or fraudulent use of login credentials, even by third parties, if they are direct or indirect consequence of the behavior of the customer.

4.4 Limitation of Liability

To the extent permitted by applicable law, the User / Customer acknowledges that the use of the Portal is at your own risk. The web site accessible at www.scalviniracing.it is provided "as is" and "as available" basis. Scalvini Racing SAS does not offer any guarantee about the results that are expected, desired or obtained from the use of the Portal. Under article 1229 of the Civil Code, the User / Customer represents and warrants to indemnify and hold harmless Scalvini Racing SAS or its representatives, employees, collaborators, associated and its partners, from all liability, including legal fees, which arise at their own expense in connection with your use of the website. If the applicable law does not permit a waiver of liability, the liability of Scalvini Racing SAS will in any case be limited to the extent permitted by law. Scalvini Racing SAS declines all responsibility for any claims made by users are unable to use the Website and / or the Services for any reason. The information relating to products and services offered for sale on the website accessible at www.scalviniracing.it, have the sole purpose of reporting the main features of the products and services themselves, without entailing any non-compliance with the disclosure obligations imposed by Articles 6 and following of Legislative Decree no. 6 September 2005. No.206 (Consumer Code). Scalvini Racing informs that all its PRODUCTS DON'T APPROVED for road use, but only to use competitive so it sownloads any responsibility for any use not permitted by law of the state where the product is used.



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5 - Conclusion of contract

5.1 Invitation to negotiation

The information contained in advertising, brochures, other written materials, on the website or otherwise provided to you by agents or employees constitutes an invitation to treat directed by Scalvini Racing SAS. No such information will never be considered as an offer to sell or supply products and services. It is solely Scalvini Racing SAS the right to enter and change the price of the products included on its website.

5.2 Proposal

To make a Proposal must be an adult (18 years old in Italy) and be accessible via the telephone line. It's possible to make an offer to buy Scalvini Racing SAS filling out the form after you have registered and created your own personal account. By signing the Proposal for the Customer becomes responsible for the accuracy of the information provided and recognizes the right of Scalvini Racing SAS to take any references and information about your account and necessary for the proper provision of the Service, observing the rules on the processing of personal data contained in Legislative Decree 30 June 2003 n. 196. We will not accept proposals made by means other than those listed above. At the time of submitting a Proposal, Scalvini Racing SAS electronically store all the personal information also contained therein, by ensuring assign an order number sequence. The Proposal of the customer is irrevocable offer to buy the service or product selected on the basis of these General Conditions of Contract, pursuant to article 1329 of the Civil Code, for a period of five working days of its submission. Scalvini Racing SAS will be free to accept or reject that proposal.

5.3 Acceptance

Once the deadline referred to in Section 5.2 above. without Scalvini Racing SAS has taken steps to accept the proposal, the Client shall be free from any commitment to Scalvini Racing SAS and may refuse to provide the Service or Product deliveries.

If the proposal is accepted, the customer will receive an order confirmation by e-mail. The Order Confirmation will be effective at the time it was sent to the address supplied by the customer. Although Scalvini Racing SAS undertakes to do everything possible to make the supply of the products that are advertised on the web site that is indicated in the Order Confirmation, its commitment to sales and distribution of the goods offered are subject to the stock of the product and the availability of the same until the end of stocks, for which may accidentally and exceptionally happen to not be able to provide these products because, for example, they are no longer in production at the time, were carried out on-line multiple orders that have lead to the end of the stocks, or it might happen that the order is invalid because of an error in the marking of prices on the website www.scalviniracing.it. In the event that any one of the assumptions above, Scalvini Racing SAS will contact the customer to inform him promptly propose and affordable products as an alternative of equal or greater value and quality. If the customer decides to not liking alternative products, Scalvini Racing SAS will terminate the contract with regard to products that can not be provided, giving back to the customer as the same has already been paid on that basis.

In any case in which Scalvini Racing SAS should not be able to deliver to the customer the same products or services requested, the responsibility will not go beyond the restitution of the amounts already paid to the customer, without you having, in favor of any of the parties , any compensation for non-performance, damages or loss of profits emerging.

Compete Scalvini Racing SAS the right to reject the Proposal of the customer due to lack of stock or in the event that the Customer fails to pay in advance.

6 - Billing and Payment



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6.1 Determination of price

The information on the final price or sale price to the public of the product or service, including the final cost to the customer, including VAT, delivery costs. The final cost, therefore, will be communicated to the customer in the process of buying online before he formalises its acceptance.

Any discounts or promotional gifts are sent freely from Scalvini Racing SAS to groups designated by it at any time or depending on the product offered, as advertised at any one time on its website.

6.2 Unilateral changes of prices

Scalvini Racing SAS reserves the right, unilaterally and at any time, the right to change the price of products and services referred to on its website. In order to guarantee the customer the certainty and security of the price of the products purchased, the amount charged will be shown on the website www.scalviniracing.it at the time of the order confirmation, as recalled by the Order Confirmation.

6.3 Method of payment

The payment of the amounts due as a result of the conclusion of the contract can only be done using one of the methods indicated in the Order Confirmation. It is understood that the choice of method of payment by the Customer may result in an extension of time for delivery of the products, which will only improve as a result of the payment of the same.

6.4 Invoice

Scalvini Racing SAS will add appropriate tax for each order, issued to the person or entity who placed the order, which will be delivered together with the product to the address designated by the customer. The Customer is responsible for the accuracy and truthfulness of the information provided Scalvini Racing SAS for billing purposes.

Scalvini Racing SAS warns that, once issued, can not subsequently change the sales invoices in accordance with local regulations.

We remember that for companies, they have to add a right VAT code, only in this case tax will not added in amount.

7 - Terms and method of delivery of the product

Scalvini Racing SAS will use reasonable efforts to procure for the Customer the Products required in the shortest possible time, however, the timing of supply depends on factors external to the will of Scalvini Racing SAS, such as trade policies of suppliers and the delivery time will be diversified in consideration of a number of circumstances, including the terms of payment and delivery location. Any time limit for the availability and delivery of the products in any way they communicated by Scalvini Racing SAS must be considered approximate, non-essential and in any case in their favor and that it does not determine its formal notice. The ownership and the risks of losses related to the purchased products will be transferred to the Customer at the time of their delivery.

7.1 Delivery by carrier

Scalvini Racing SAS shall deliver the products required by your customer entrusting it to major companies which offer guarantees of efficiency and quality of service. The Carrier will then handing over of property together with a document containing the information necessary to identify the customer (the customer is required with proof of identity to confirm their ownership of the order or may be delegated).

Once the delivery of the ordered products to the carrier, Scalvini Racing SAS will send to the Customer a confirmation of shipment by e-mail (if they have a relative address). In each case, the transport document as proof of delivery to the carrier.

7.2 Place of delivery



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Scalvini Racing SAS can deliver the products on its website all over the world. Goods purchased by the Customer will be delivered to the address indicated in the Proposal. In any case, any changes to the place of delivery must be requested by sending an e-mail to info@scalviniracing.it.

8 – Withdrawal right

In accordance with the provisions of articles 64 and following of Legislative Decree 6 September 2005. 206 (as amended and supplemented), the customer (consumer), if not satisfied with the products or services purchased from the content of Scalvini Racing SAS, you can return the products themselves or forfeit the right to provide services and receive a refund of the price already paid at the time of prepayment. The cost of sending the product by the customer Scalvini Racing SAS **are charged to the customer**.

8.1 How to exercise

The Customer must contact Scalvini Racing SAS within 10 days after delivery of the goods or within 10 days after the purchase of services, with a written notice sent by e-mail, containing all the information necessary and useful for the correct processing of the practice of return and refund. This communication must necessarily contain as indicated below:

- a. the express will of the Customer to withdraw from all or part of the purchase contract;
- b. the number and copy of the document (invoice - shipping document) confirming the purchase order with respect to which it intends to exercise the right of withdrawal;
- c. description and the codes of the products with respect to which it exercises the right of withdrawal;
- d. the refund will be performed by bank transfer (bank transfer for payments originating in, newsletter, mark) or by direct refund to your credit card (for payments with PayPal originate).

Following the receipt of the notice by which the customer communicates its intention to exercise the right of withdrawal, Scalvini Racing SAS, checked that the above requirements, communicate by e-mail to the Customer the ways in which to make restitution products. The return of products in favor of Scalvini Racing SAS, must take place within 10 days after the delivery date. From the receipt of the products, they are returned, the customer is obliged to maintain and preserve with the utmost care and diligence the goods received and for which it intends to exercise the right of withdrawal, keeping them intact together with the original packaging, both internal and external. All costs and risks resulting from the operations of transport for the return of the products are the complete responsibility of the customer, except for permission for these to insure the shipment, supporting the costs involved. In no case will be possible to manage the return of the products or the changing of the goods directly at the headquarters of Racing Scalvini SAS. And 'only permitted the return of products by courier or postal service.

8.2. Withdrawal effects

The European Court of Justice (Case C-511/08), confirming that the Directive 97/7, which regulates the distance contracts (on-line, by phone, etc ...) to the consumer recognizes the right of withdrawal, to be exercised within a specified period without penalty. The seller must reimburse the sums paid by the consumer, and with what means everything that you have paid, including costs of receiving the goods. Also in case of withdrawal, the only expenses to be borne by the consumer are the ones to return the goods to the seller (Scalvini Racing SAS). (European Court of Justice Judgment, Section IV, 15/04/2010, C-511/08 proceedings). The improper exercise of the right of withdrawal in accordance with the current legal and contractual legitimate Scalvini Racing SAS return to sender products returned by the customer, with an increase in transport costs.

8.3. Exclusion of withdrawal right

Excluding refunding of the amounts paid if the Customer has begun to enjoy the goods purchased.

The return of the product and refund of the amount are always subordinate to the integrity of the products purchased.

Scalvini Racing SAS will only accept a minimum wear of the product, without that there has been the



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condition of the product at the time of delivery. In case of excessive use of the asset return will not be accepted.

Scalvini Racing SAS will not accept returns of products handled by the customer, or goods that are returned incomplete of its main elements and accessories. It is not possible to exercise the right of withdrawal beyond the deadline. Similarly, it will proceed to the withdrawal of goods or orders for their special features can be considered to measure the customer.

9 - Product Warranty

9.1 Mode

Customer, before returning an item fails to comply, and in order to make a warranty claim, agree, also by e-mail, with Scalvini Racing SAS, within the period of 10 days from the date of delivery, the terms of re-payment and Shipping of the product. Scalvini Racing SAS, received such notification, the Customer undertakes to indicate the place and method of delivery of the product. In the case Scalvini Racing SAS will provide for their own retirement through courier. If the Customer, within the said period of 10 days, fails to agree with Scalvini Racing SAS procedures for exercising the guarantee, including the arrangements for the return of the product, shall forfeit the right to enforce the guarantee. Once received the product, Scalvini Racing SAS will its control, and where the lack of conformity were found, the client will send the repaired or replacement in that. If, as the control, the product should not be affected by lack of conformity, Scalvini Racing SAS will inform the customer about the costs necessary for its repair or replacement. Will be charged to the Customer the cost of transportation of products for defects of conformity. The internal complaint procedure can bind a few days.

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