

## **Information on the legal warranty borne by the dealer under Italian law**

### **1 Product sale contract, law applicable to such contract, PLATUM S.p.A.'s extraneousness to the Product sale contract, PLATUM S.p.A.'s role**

The sale of the Product is governed by the contract between the Retailer and the person purchasing the Product and is therefore subject to the law applicable to said contract, determined on the basis of the provisions of the contract itself and/or the provisions on applicable law, also taking into account the status (consumer or professional) of the purchaser and without prejudice, in the event of the law chosen by the parties, to the protection guaranteed to the consumer by the provisions of the law of his/her country of habitual residence that cannot be derogated by the parties by agreement. In any case, PLATUM S.p.A. is and remains totally extraneous to the contract of sale of the Product.

The website [www.platum.com](http://www.platum.com) ("**Site**") allows users who have purchased a Product ("**Purchasers**"), through the "**Support**" section, by means of the buttons "**Open a ticket for e-scooter**" and "**Open a ticket for E-Bike**" and through the sub-section of the Site "**Request Support**", by clicking on the icon of the same name and consequently opening a Support Ticket by means of the above-mentioned buttons, to exercise the legal warranty, as set out in articles 128 et seq. 128 et seq. of the Consumer Code ("**Legal Warranty of Conformity**" or "**Legal Warranty**"), in case they have made the purchase as consumers or, in case they have not made the purchase in such capacity, to exercise the warranty for defects of the thing sold the warranty for defects in promised and essential qualities and the other warranties provided for by the Italian Civil Code with the relevant terms, forfeitures and limitations ("**Warranty for Defects**"), each according to the law governing it (the "**Legal Warranty**" and the "**Warranties for Defects**", cumulatively, "**Italian Warranties**"); (ii) if the law applicable to the contract of sale of the Product is the law of a state other than Italy and member of the European Union, the legal warranty provided for by Directive 99/44/EC (and any amendment thereto) as implemented in such member state, in the event that they have purchased the Product as consumers or in the event that they have not made the purchase in such capacity, the warranties that may arise from the contract of sale of the Product and/or provided for by the national law of the member state applicable to such contract ("**Community Warranties**") (iii) if the law applicable to the contract of sale of the Product is the law of a state other than Italy and not belonging to the European Union, both in the case in which they have purchased the Product as consumers and in the case in which they have not made the purchase in such capacity, the warranties arising from the contract of sale of the Product and/or from the law of the non-EU country applicable to such contract ("**Non-EU Warranties**") (the "**Italian Warranties**", the "**EU Warranties**" and the "**Non-EU Warranties**" cumulatively the "**Warranties**"), without prejudice, in the event of the law chosen by the parties, to the protection granted to the consumer by the provisions of the law of his country of habitual residence which cannot be derogated by the parties by agreement.

**Words with capitalised initials, unless otherwise defined herein, have the same meaning as that attributed to them in the Site's Terms of Use**, which can be consulted by accessing the appropriate section of the Site, to which reference is made in full

The service of requesting assistance and opening a Support Ticket is therefore provided by PLATUM S.p.A. to the Buyer of a Product on behalf of the seller that sold the Product to him/her, it being understood that the responsibility towards the Buyer for the Warranties rests solely and exclusively with the Retailer and that therefore, the Site is only a tool that PLATUM S.p.A., on behalf of the Retailers, makes available to the Buyers for the exercise of said Warranties, without prejudice to all other tools and/or other methods of exercising the Warranties made available to the Buyer by the Retailer and/or provided for by the law applicable to the contract of sale of the Product and which the Buyer is therefore free to use, and without prejudice to the fact that any request for assistance and/or Support Ticket is addressed by the Buyer to the Retailer and is received by PLATUM S.p.A. on behalf of the Retailer, who is the sole party responsible for the Warranties to the Buyer.

PLATUM S.p.A., by providing the service of requesting assistance and/or opening a Support Ticket, does not therefore offer the Buyer any conventional guarantee in addition to the Warranties, for which the Retailer who sold the Product to the Buyer is and remains solely responsible.

Having said this, purely as a courtesy reminder of the regulations in force in Italy on the subject of the Legal Warranty and therefore with exclusive reference to contracts of sale of Products subject to Italian law, given that it is the Retailer's responsibility to provide the Buyer and, in general, its customers acting as consumers, with information on the Legal Warranty, as envisaged by the relevant provisions of the Consumer Code, depending on the type of contract (e.g. online, in a physical shop, etc.), PLATUM S.p.A. provides, on behalf of Retailers who have entered into a contract of sale with Buyers subject to Italian law, the following general information on the Legal Warranty, without prejudice to the fact that the Retailer's responsibility is to provide the Buyer with information on the Legal Warranty, as envisaged by the relevant provisions of the Consumer Code, depending on the type of contract (e.g. online, in a physical shop, etc.), PLATUM S.p.A. shall provide, on behalf of the Retailers who have concluded a contract of sale of the Product with the Buyers subject to Italian law, the following general information on the Legal Warranty, it being understood that the provision of this information does not create any direct warranty obligation on the Products between PLATUM S.p.A. and the Buyers and/or users and/or end customers of the Retailers, and without prejudice to the fact that in the event that a law other than Italian law is applied to the contract of sale of the Product, the warranty terms and conditions envisaged by such law and possibly different from those indicated in this document shall apply, or, in the event of an Italian law chosen by the parties, the protection afforded to the consumer by the provisions of the law of his/her country of habitual residence that cannot be derogated from by agreement between the parties.

**The following information therefore relates to the case in which the contract of sale of the Product is subject to Italian law, without prejudice, in the event of an Italian law chosen by the parties, to the protection afforded to the consumer by the provisions of the law of his country of habitual residence that cannot be derogated from by agreement between the parties.**

## 2 To whom the Legal Guarantee applies

All Products are covered by the legal guarantee of conformity provided for in Articles 128-135 of the Consumer Code.

The Legal Warranty is reserved for consumers. It therefore applies exclusively to users who have purchased the Products for purposes unrelated to any entrepreneurial, commercial, handicraft or professional activity carried out.

Those who have purchased the Products and who are not consumers shall instead be covered by the warranties for defects in the thing sold, the warranty for defects in promised and essential qualities, and the other warranties provided for by the Civil Code with the relevant terms, forfeitures and limitations.

## 3 When does the Legal Guarantee apply and who is obliged to provide it?

**The seller** (and, therefore, as far as Product purchases are concerned, the Retailer who sold the Product to the user) **is liable to the consumer for any conformity defect existing at the time of delivery of the Product and manifesting itself within two years of such delivery.** The conformity defect must be reported to the seller, under penalty of forfeiture of the warranty, within two months from the date on which it was discovered.

Unless proven otherwise, defects of conformity that become apparent within six months after delivery of the product are presumed to have already existed on that date, unless such a presumption is incompatible with the nature of the product or the nature of the lack of conformity. From the seventh month following delivery of the product, on the other hand, it will be the consumer's burden to prove that the lack of conformity already existed at the time of delivery of the product.

In order to benefit from the Legal Warranty, the purchaser must therefore first provide proof of the date of purchase and delivery of the goods. It is therefore advisable for the purchaser, for the purposes of such proof, to keep any document that can attest to the date of making the purchase and the date of delivery (e.g.: the receipt, invoice, order confirmation email).

Please note that the terms indicated in this paragraph, as well as all the conditions set forth in this page "Information on the legal warranty under Italian law" shall apply in the event that the contract of sale of the Product is subject to Italian law, without prejudice, in the event of an Italian law chosen by the parties the protection ensured to the consumer by the provisions of the law of the country of habitual residence of the consumer which cannot be derogated by agreement between the parties or, in the event of application to the contract of sale of the Product of a law other than the Italian law, the application of the terms and conditions of the warranty provided by such law and possibly different from those indicated in this document.

## 4 What is conformity defect

A conformity defect occurs when the purchased good:

- is not suitable for the use to which goods of the same type are normally put;
- does not conform to the description made by the seller and does not possess the qualities of the goods that the seller has presented to the consumer as a sample or model;
- does not present the usual qualities and performance of goods of the same kind, which the consumer can reasonably expect, also taking into account statements made in advertising or labelling;
- is not suitable for the particular use intended by the consumer and which was brought to the knowledge of the seller by the consumer at the time of the conclusion of the contract and which the seller has accepted.

Therefore, any faults or malfunctions caused by accidental events and/or ascribable to the Purchaser's responsibility, or by use of the Product that does not comply with its intended use and/or with what is set out in the technical documentation attached to the Product, or due to failure to adjust the mechanical parts, are excluded from the scope of the Legal Warranty of the Products, natural wear and tear of wear and tear materials or caused by assembly errors, lack of maintenance and/or use of the same not in compliance with the instructions, it being understood that the conformity defect resulting from imperfect installation of the good shall be equated to the conformity defect of the good, when the installation is included in the sales contract and has been carried out by the Seller or under his responsibility. This equivalence shall also apply in the event that the product, conceived to be installed by the consumer, has been installed incorrectly by the latter due to a deficiency in the installation instructions.

For instance, Products are excluded from the Legal Warranty:

- damage caused by shocks, accidental falls or collisions, punctures;
- damage caused by use, exposure or storage in an unsuitable environment (e.g. rain and/or mud, exposure to moisture or excessive heat, contact with sand or other substances);

- damage caused by failure to adjust for 'road use' and/or maintenance of mechanical parts (mechanical disc brake, handlebars, tyres, etc.);
- incorrect installation and/or assembly of parts and/or components, unless the installation and/or assembly were carried out by the seller or under the seller's responsibility and/or they were carried out by the consumer but the error in installation and/or assembly is attributable to lack of installation instructions;
- natural wear of wearable materials: mechanical disc brakes (e.g. pads, calipers, discs, cables), tyres, footpegs, seals, bearings, LED lights and bulbs, kickstand, grips, mudguards, rubber parts (footpegs), cable connectors, faceplates and stickers, etc;
- improper maintenance and/or misuse of the Product's battery;
- tampering with and/or forcing parts of the Product;
- improper or inadequate maintenance or modification of the Product;
- improper use of the Product (e.g. overloading, use in competitions and/or for commercial rental or leasing activities);
- maintenance, repairs and/or technical interventions on the Product carried out by unauthorised third parties;
- damage to the Products resulting from transport, if carried out by the Purchaser;
- damage and/or defects resulting from the use of non-original spare parts.

## **5 Remedies available to the purchaser**

In the event of a conformity defect duly reported in due time, the Purchaser shall be entitled:

- in the first instance, to repair or replace the goods free of charge, at its option, unless the remedy sought is objectively impossible or excessively expensive compared to the other;
- as a secondary remedy (i.e. where repair or replacement is impossible or excessively expensive, or where repair or replacement has not been carried out within a reasonable period of time, or where repair or replacement previously carried out has caused significant inconvenience to the consumer) to reduce the price or to rescind the contract, at the consumer's option.

The remedy sought is excessively expensive if it imposes unreasonable expenses on the seller in comparison with alternative remedies available, taking into account: (i) the value the goods would have if there were no lack of conformity; (ii) the extent of the lack of conformity; (iii) whether the alternative remedy can be performed without significant inconvenience to the consumer.

## **6 What to do when there is a conformity defect**

In the event that a Product purchased, during the period of validity of the Legal Warranty, manifests what could be a conformity defect, the Purchaser must contact the Seller; the latter shall promptly acknowledge the communication of the alleged conformity defect, indicating the specific procedure to be followed, also taking into account the category to which the Product belongs and/or the defect reported.

The Purchaser, in addition to the other methods communicated to him by the Seller, may exercise the Legal Warranty via the Site, by opening a Support Ticket, as indicated in the Site's Terms of Use in paragraphs 5.9.4.2 and 5.9.4.3, thereby sending his request for assistance to the Retailer that sold him the Product.

In any case, the Seller shall carry out the necessary checks to ascertain the existence or otherwise of the conformity defect complained of. If the Seller, also using the relevant CATs, finds the conformity defect, any repair/replacement costs and transport costs to the service centre will be borne by the Seller. If the Seller does not find the conformity defect, it will not be possible to apply the Legal Warranty and, therefore, the transport costs and any repair or replacement costs shall be borne by the Purchaser. The Seller shall inform the Buyer of the circumstance and of any costs to be incurred in repairing or replacing the Product, so that the Buyer may decide whether or not to have the repair or replacement carried out at his own expense. The Purchaser shall authorise the repair or replacement at his own expense in writing. Following such acceptance, a direct relationship shall be established between CAT and the Buyer to which PLATUM S.p.A. shall be completely extraneous and in respect of which no responsibility may be attributed to it.

In all cases, the repair or replacement of defective Products, if due, will be carried out as soon as possible and in any case, except in exceptional cases or force majeure, within 40 calendar days from the notification of the defect, without prejudice to exceptional events and/or holiday periods (e.g. August), including any *lockdowns*, including local *lockdowns*, due to the current emergency

health and/or other restrictive measures attributable thereto). In the event that the replacement or repair initially chosen is not carried out within this period, the Purchaser may request one of the alternative remedies provided for by the Legal Guarantee of Conformity (replacement, if repair was requested; repair if replacement was requested; price reduction or termination of the contract).

## **7 Information on Community Guarantees and Extra-Community Guarantees**

Without prejudice to what is set forth in point 1 of the page "*Information on the legal warranty under Italian law*" and without prejudice to the fact that the contract of sale of the Products is governed by the law determined on the basis of the contract itself and the provisions on applicable law and that, therefore, the terms and conditions of the Community Warranties and any Extra-Community Warranties that accompany the Products must also be identified on the basis of such provisions, and without prejudice to the fact that the Buyer must therefore refer, in order to identify such terms and conditions, to the contract of sale of the Product and to the law applicable thereto, PLATUM S.p.A., on behalf of the Retailers who have concluded a contract of sale of the Product with the Buyers that is not subject to Italian law, hereby indicates, as a mere courtesy without creating any direct obligation to provide a warranty on the Products, between PLATUM S.p.A. and the Buyers and/or users and/or end customers of the Retailers, and without prejudice to the Retailers' liability towards the Buyers for EU Warranties and Extra-EU Warranties, that the terms and conditions indicated on this page "*Information on the Legal Warranty under Italian law*" shall also apply in the event that the contract of sale of the Product is not subject to Italian law, it **being understood that they are to be derogated from any different provisions of the applicable national law or of the contract of sale of the Product, if any, and that the protection granted to the consumer by the provisions of the law of the country of habitual residence of the consumer which cannot be derogated by agreement between the parties is in any case unaffected.**