

Information on the legal warranty charged to the Reseller according to Italian law

1 Contract of sale of the Product, law applicable to this contract, estrangement of PLATUM S.P.A. from the contract of sale of the Product, role of PLATUM S.P.A.

The sale of the Products is governed by the contract between the Reseller and the person purchasing the Product and is therefore subject to the law applicable to such contract, determined according to the provisions of the contract itself and/or the provisions of the applicable law, also in consideration of the quality (of consumer or professional) of the buyer and without prejudice, in case of law chosen by the parties, the protection afforded to the consumer by the provisions of the law of his country of habitual residence not derogable by agreement between the parties. In any case, PLATUM S.P.A. is and remains totally uninvolved in the contract of sale of the Product.

The website www.platum.com ("Site") allows users who have **purchased a Product ("Buyers")**, through the "Support" section, and the **sub-section** "Request Support" via the buttons "I am an End User" and "I am a Reseller", by clicking on the icon of the same name and subsequently opening an Assistance Ticket using the above-mentioned buttons, to exercise vis-à-vis the Dealers of the Products: (i) if the law applicable to the contract of sale of the Product is Italian law, the legal guarantee, referred to in the articles. 128 and ss. of the Consumer Code ("Legal Guarantee of Conformity" or "Legal Guarantee"), in the event that they have made the purchase as consumers or, if they have not made the purchase as such, to exercise the warranty for defects of the thing sold, the guarantee for defects of promised and essential quality and the other guarantees provided by the Italian Civil Code with their terms, decadences and limitations ("Warranty for Defects"), each according to the laws that govern it (the Legal Guarantee and the Warranties for Defects, cumulatively, "Italian Guarantees"); (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 guarantee referred to in Directive 99/44/EC (and any possible modification thereof) as implemented in that member state, in the event that they have purchased the Product as consumers or in the event that they did not make the purchase in such a quality, the guarantees that may result from the contract of sale of the Product and/or provided for by the national law of the member state applicable to this contract ("Community Guarantees"); (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, whether they have purchased the Product as consumers, or in case they did not make the purchase as such, the guarantees deriving from the contract of sale of the Product and/or from the law of the non-Community state applicable to this contract ("Non-Community Guarantees") (the Italian Guarantees, the Community Guarantees and the Non-Community Guarantees cumulatively the "Guarantees"), without prejudice, in the case of a law chosen by the parties, the protection afforded to the consumer by the provisions of the law of his country of habitual residence which cannot be derogated from by agreement between the parties.

The capitalized words, unless otherwise defined in this document, have the same meaning given to them in the Terms of Use of the Site, which can be consulted by accessing the appropriate section of the Site, to which in full reference is made.

The service of requesting assistance and opening an Assistance Ticket is provided, therefore, by PLATUM S.P.A. to the Buyer of a Product for the seller who sold the Product to him, It is understood that the responsibility towards the Buyer for the Guarantees lies solely and exclusively with the Reseller and that, therefore, the Site is only a tool for the exercise of such Guarantees that PLATUM S.P.A., on behalf of the Resellers, makes available to Buyers for the exercise thereof, Without prejudice to all other instruments and/or other methods of exercising the Guarantees made available to the Buyer by the Reseller and/or provided for by the law applicable to the contract of sale of the Product, which the Buyer is therefore free to use and subject to the fact that any request for assistance and/or Service Ticket is addressed by the Purchaser to the Reseller and is received by PLATUM S.P.A. on behalf of the Reseller who is the only person responsible for the Warranties towards the Purchaser .

PLATUM S.P.A., making available the service of requesting assistance and/or opening an Assistance Ticket, does not therefore offer the Buyer any conventional warranty that would be in addition to the Warranties, for which the Reseller who sold the Product to the Buyer is and remains solely responsible.

Given this, as a mere reminder of the regulations in force in Italy regarding legal warranty and with exclusive reference to contracts for the sale of Products subject to Italian law, since it is up to the Reseller to provide to the Buyer and, generally to its customers who act as consumers, the information related to the Legal Guarantee, as provided for by the relevant rules of the Consumer Code, depending on the type of contract (e.g.: online, at a physical store, etc.), PLATUM S.P.A., on behalf of the Retailers who have concluded a contract with the Buyers for the sale of the Product subject to Italian law, the following general information regarding the Legal Guarantee, Provided that the provision of such information does not create any direct warranty obligation on the Products between PLATUM S.P.A. and the Buyers and/or users and/or final customers of the Retailers and without prejudice, in the case of application to the contract of sale of the Product of a law other than Italian, the application of the terms and conditions of warranty provided by that law and possibly different from those indicated herein or, in the case of Italian law chosen by the parties, of the protection afforded to the consumer by the provisions of the law of his country of habitual residence, which cannot be derogated from by agreement between the parties.

The following information is therefore referred to the case in which the contract of sale of the Product is subject to Italian law, without prejudice, in case of Italian law chosen by the parties, the protection afforded to the consumer by the provisions of the law of his country of habitual residence which 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 by articles 128-135 of the Consumer Code.

The Legal Guarantee is reserved for consumers. Therefore, it applies exclusively to users who have purchased the Products for purposes unrelated to any business, commercial, craft or professional activity.

Those who have purchased the Products and who do not qualify as consumers will instead be subject to the warranties for defects in the thing sold, the warranty for defect of quality promised and essential and the other guarantees provided by the Civil Code with the relevant terms, decadences and limitations.

3 When the Legal Guarantee applies and who is required to provide it

The seller (and, therefore, with regard to purchases of the Products, the Reseller who sold the Product to you) **is responsible against the consumer for any lack of conformity existing at the time of delivery of the product and which becomes apparent within two years from that delivery. The lack of conformity must be reported to the seller, under penalty of forfeiture of warranty, within two months from the date it was discovered.**

Unless proven otherwise, it is presumed that the lack of conformity which appears within twelve months from delivery of the product (for purchases after 01/01/2022) already existed on that date, unless this assumption is incompatible with the nature of the product or the nature of the lack of conformity. Starting from the thirteenth month following delivery of the product, it will be the consumer's responsibility to prove that the lack of conformity already existed at the time of delivery.

In order to benefit from the Legal Guarantee, the buyer must first provide proof of the date of purchase and delivery of the goods. It is therefore appropriate that the buyer, for the purposes of this proof, keep any documents that can prove the date of purchase and the delivery date (for example: receipt, invoice, order confirmation email).

It is noted that the terms indicated in this paragraph, as well as all the conditions referred to on this page "Information on legal warranty under Italian law" apply in the event that the contract of sale of the Product is subject to Italian law, without prejudice, in the case of Italian law chosen by the parties, the protection afforded to the consumer by the provisions of the law of the country of habitual residence of the consumer which cannot be waived by agreement between the parties or, in the case of application to the contract of sale of the Product, of a law other than Italian, the application of the terms and conditions of warranty provided by that law and possibly different from those indicated herein.

4 What is the lack of conformity

There is a defect of conformity, 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 good that the seller has presented to the consumer as a sample or model;
- does not have the usual qualities and performance of a good of the same type that the consumer can reasonably expect, taking into account also the statements made in advertising or on labels;
- is not suitable for the particular use intended by the consumer and which was brought to the attention of the seller at the time of conclusion of the contract and that the seller has accepted.

Therefore, any failures or malfunctions caused by accidental events and/or attributable to the Buyer, or by use of the Product not in accordance with its intended purpose and/or as provided for in the technical documentation attached to the Product, due to a failure to adjust the mechanical parts, natural wear of materials that are susceptible to wear or caused by assembly errors, lack of maintenance and/or use of the same not in accordance with the instructions, Provided that the lack of conformity resulting from the imperfect installation of the goods is treated as a lack of conformity of the goods, when the installation is included in the contract of sale and has been carried out by the seller or under his responsibility. This equalization also applies in the event that the product, designed to be installed by the consumer, has been incorrectly installed by the consumer due to a deficiency in the installation instructions.

For instance, Products are excluded from the Legal Warranty:

- damage caused by impact, accidental fall or collision, punctures;
- damage caused by use, exposure or storage in an inappropriate environment (e.g.: presence of rain and/or mud, exposure to moisture or excessive heat source, contact with sand or other substances);

- the damage caused by failure to adjust due to "putting on the road" and/or maintenance of mechanical parts (mechanical disc brake, handlebars, tires, etc.);
- the incorrect installation and/or misassembly of parts and/or components, unless the installation and/or assembly were carried out by the seller or under his responsibility and/or they have been carried out by the consumer but the error in the installation and/or assembly is due to a lack of installation instructions;
- the natural wear of consumable materials: mechanical disc brake (e.g., pads, calipers, discs, cables), tires, treads, gaskets, bearings, LED lights and bulbs, easel, knobs, muzzles, rubber parts (footboard), cable connectors wiring, masks and adhesives, etc. ;
- improper maintenance and/or misuse of the Product battery;
- the tampering and/or forcing of parts of the Product;
- the maintenance or improper modification of the Product;
- the improper use of the Product (e.g.: excess load, use in competitions and/or for commercial activities of rent or rental);
- maintenance, repairs and/or technical interventions on the Product carried out by unauthorized third parties;
- damage to the Products resulting from transport, if carried out by the Buyer;
- damage and/or defects resulting from the use of non-original spare parts.

5 Remedies available to the purchaser

In the event of a defect of conformity duly reported within the terms, the Buyer has the right:

- primarily, to the repair or replacement of the good free of charge, at its choice, unless the remedy requested objectively is impossible or excessively onerous compared to the other;
- on a secondary basis (i.e. where repair or replacement is impossible or excessively expensive, or the repair or replacement has not been carried out within a reasonable time, or the repair or replacement previously carried out has caused significant inconvenience to consumer) the price reduction or termination of the contract, at its choice.

The remedy requested is excessively burdensome if it imposes on the seller costs that are unreasonable compared to the alternative remedies that can be exercised, taking into account: (i) the value that the good would have had if there were no defect of conformity; (ii) the extent of the lack of conformity; (iii) whether the alternative remedy can be used without significant inconvenience for 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 Guarantee, manifests what may be a lack of conformity, the Buyer must contact the seller; the latter will promptly respond to the communication of the alleged lack of conformity, indicating the specific procedure to follow, also taking into account the category to which the Product belongs and/or the defect reported.

The Buyer, in addition to the other methods communicated to him by the seller, can exercise the Legal Guarantee through the Site, opening an Assistance Ticket, as indicated by the Conditions of Use of the Site at paragraphs 5.9.4.2 and 5.9.4.3, thereby sending your request for assistance to the Reseller who sold you the Product.

In any case, the seller will carry out the necessary checks to establish whether or not the alleged lack of conformity exists. If the seller, even using the relevant CAT, finds a lack of conformity, any repair/replacement costs and transport to the service center will be borne by the seller. If the seller does not find the lack of conformity, it will not be possible to apply the Legal Guarantee and, therefore, the transport costs and any repair or replacement costs will be borne by the Buyer. The seller will inform the buyer of the circumstances and any costs to be incurred for the repair or replacement of the product, so that the buyer can decide whether or not to have the repair or replacement carried out at their own expense. The Purchaser shall authorize the repair or replacement at its own expense in writing. Following this acceptance, a direct relationship will be established between the CAT and the Buyer, to which PLATUM S.P.A. will be completely uninvolved and for which no responsibility may be attributed to it.

In all cases, the repair or replacement of the defective Products, if due, will be carried out as soon as possible and, in any case, *except* for exceptional cases or force majeure, within 40 calendar days from the notification of the defect itself, subject to exceptional events and/or working days (e.g.: the month of August), including any lockdown, even local, due to restrictive measures imposed by law. In the event that the replacement or repair initially chosen is not carried out within this period, the Buyer may

request one of the alternative remedies provided by the Legal Guarantee of Conformity (replacement, in case repair had been requested; repair in the event that replacement had been requested; price reduction or termination of the contract).

7 Information on Community guarantees and non-Community guarantees

Without prejudice to the provisions of point 1 of the page "Information on legal warranty under Italian law" and provided that the contract of sale of the Products is governed by the law determined according to the contract itself and the provisions of applicable law and that, therefore, according to these provisions, the terms and conditions of the Community Guarantees and any non-Community Guarantees that assist the Products must also be identified, and it is understood that the Buyer must refer to identify such terms and conditions, to the contract of sale of the Product and to the law applicable thereto, PLATUM S.P.A.I, on behalf of the Retailers who have concluded with the Buyers a contract of sale of the Product not subject to Italian law, indicates, as a mere courtesy, without this creating any direct warranty obligation on the Products, between PLATUM S.P.A. and the Buyers and/or users and/or final customers of the Retailers, and without prejudice to the liability of the Retailers towards the Buyers for the Community Guarantees and for the Non-Community Guarantees, that the terms and conditions indicated in this page "*Legal Warranty Information according to the Italian law*" also apply in case the contract of sale of the Product is not subject to the Italian law, **provided that they are to be considered as waived from any other provisions of the applicable national law or the contract of sale of the Product, where applicable, and that protection is in any case reserved assured to the consumer by the provisions of the law of the country of habitual residence of the consumer not derogable by agreement between the parties.**