

General Terms and Conditions of Sale

1. Background - Applicability

- a) These General Terms and Conditions of Sale (**GTC**) apply to all commercial transactions concluded online through the procedure provided for on the website www.bianchi.com (**Website**) by consumers (**Customers**) – meaning individuals acting for purposes unrelated to any entrepreneurial, commercial, craft or professional activity relating to the sale of bicycles and cycling accessories (**Products**) marketed on the Website.
- b) The Products are offered for sale by **F.I.V. E. Bianchi S.p.A.**, tax code and VAT number 01897810162, with registered office in Via Delle Battaglie, 5 - 24047 Treviglio (BG) (**Bianchi**).
- c) These GTC may be subject to changes by Bianchi. The amendments come into force when the updated text of the GTC is published on the Website.

2. Pre-contractual information

- a) Before placing the order according to the procedures set out in Article 3 of these GTC, the Customer shall be adequately informed, in a clear and comprehensible manner, in accordance with the purchase procedure provided for by the Website, in relation to: (i) the Products' characteristics; (ii) Bianchi's business data and contact details, to allow the Customer to quickly contact Bianchi and effectively communicate with the same; (iii) the total price of the Products, with an indication of taxes, shipping, delivery and any other cost; (iv) the terms of payment, delivery and performance and the date by which Bianchi undertakes to deliver the Products; (v) the conditions, terms and procedures for exercising the right of withdrawal; (vi) the existence of the legal guarantee of conformity of the goods; (vii) the existence and the conditions of after-sales assistance, after-sales services and contractual warranties.
- b) Bianchi warrants that, at the time of placing the order according to the procedures provided for in Article 3 below of these GTC, the Customer is in a position, according to the procedure provided for by the Website, to expressly and unequivocally acknowledge that the order gives rise to a payment obligation to Bianchi for the purchase of the Products.
- c) In case of sale of bicycles that are not fully assembled, Bianchi shall inform the Customer that: (i) the assembly of the bicycles shall be completed, at Customer's care and expense, only by specialised operators in possession of adequate competence and experience to carry out such activity; (ii) except as provided for by the applicable legislation in accordance with art. 13 of the General Terms and Conditions of Sale, Bianchi shall not be liable to the Customer for any damage and/or defects resulting from the wrong/incorrect assembly of the Product by the operators chosen by the Customer, nor for any damage directly/indirectly caused by the operators chosen by the Customer to carry out such activity nor, in general, in all cases in which the Customer proceeds autonomously to complete the assembly of the bicycles contrary to what set forth in the General Terms and Conditions of Sale, (iii) the Product is supplied without installation instructions Bianchi guarantees that the information referred to in this letter (c) is made accessible to the Customer, in a clear and comprehensible manner, at the time of placing the order for the purchase of bicycles that are not fully assembled, according to the purchase procedure provided for by the Website.

3. Order - Conclusion of the Agreement

- a) Before purchasing the Products, the Customer is required to read these GTC and to accept their content in full, as well as – in case of sale of bicycles that are not fully assembled – to read the dedicated notice regarding sale procedures and assembly methods (**Notice**) and to accept its content in full, in accordance with the procedure set out on the Website. The Customer is also invited to download the text of these GTC as well as of the Notice and to keep a copy of them, in accordance with the procedure set out on the Website. These GTC and the Notice (the latter in the case of sales involving bicycles that are not fully assembled) are an integral and substantive part of every order placed by the Customers for the purchase

of the Products and, generally, of every contractual relationship between the Customers and Bianchi, as identified in this Article 3.

- b) Accessing the Website, the Customer may view: the Products offered by Bianchi; the Products' characteristics and qualities; the Products' indicative delivery times; the Products' prices, with a separate indication of the expenses and costs of delivery and any other charges to be borne by the Customer. Before starting the purchase procedure, the Customer is informed of the possible application of restrictions on the delivery of the Products and on accepted payment methods.
- c) The Customer is expressly informed that the graphic, photographic and audio-visual representations of the Products published from time to time on the Website must be considered as merely indicative of the Products' characteristics and qualities.
- d) The Customer's order (**Order**) shall be placed exclusively through the Website and in accordance with the purchase procedure provided therein. The Order contains the following data: identification of the Products; billing and payment information; shipping information. The Order constitutes a contractual proposal for the purchase of the Products. Once the Order has been placed by the Customer in accordance with the purchase procedure provided for on the Website, the Order cannot be modified or cancelled by the Customer.
- e) The agreement between Bianchi and the Customer (**Agreement**) is considered concluded when the Customer receives the e-mail in which Bianchi confirms receipt of the Order (**Order Confirmation**). The Order Confirmation contains the following information: identification of the Products; billing and payment information; shipping information. The Order Confirmation constitutes acceptance of the Customer's contractual proposal for the purchase of the Products. The Order Confirmation is subject to the verification of Product availability.
- f) The Order, the Order Confirmation, these GTC, the Notice and the tax documentation (invoice) are stored in digital format on Bianchi's server. The tax documentation (invoice) is sent to the Customer by e-mail.

4. Product Availability

- a) The Customer is expressly informed that Product availability indicated on the Website at the time of placing the Order is merely indicative and not binding on Bianchi.
- b) The actual Product availability of the Products ordered by the Customer is confirmed by Bianchi only when the Order Confirmation is sent.
- c) If Bianchi informs the Customer that the Products are unavailable after sending the Order Confirmation, and the Customer has already paid sums of money to Bianchi to carry out the Order, the Customer must be promptly informed as to the manner and timing of the relevant full refund by Bianchi.

5. Product Delivery

- a) The different methods available for Product delivery, the estimated Product delivery times and the indication of the related costs, expenses, and other charges to be borne by the Customer are indicated on the Website at the time the purchase procedure is started. The Customer is expressly informed of the fact that the estimated Product delivery times indicated on the Website are purely informative and indicative.
- b) Product delivery is to the address indicated by the Customer in the Order, by means of a courier/freight forwarder appointed by Bianchi, in accordance with the procedures, costs and times indicated in the Order Confirmation. The Customer is expressly informed that the delivery of the Products may be delayed for justified reasons not attributable to Bianchi.
- c) Upon receipt of the Products, before signing the delivery documentation for acceptance, the Customer must examine diligently the exact number of packages received and the integrity of the packaging, and, if necessary, report any complaints in writing, making a note on the delivery documentation.
- d) Upon delivery of the Products to the courier/freight forwarder, Bianchi shall send the Customer an e-mail containing instructions to allow the same to monitor the Product delivery status (tracking).

6. Product Reservation of Title

- a) Bianchi remains the owner of all Products delivered to the Customer until full payment by the Customer of the price agreed with reference to the Agreement. Without prejudice to the foregoing, it is understood that all risks connected to the Products are assumed by the Customer upon delivery to the Customer or to a third party designated by the same.

7. Prices - Payment

- a) The price for the Products is expressed in euros and includes VAT. Unless otherwise indicated, packaging and shipping costs are not included in the price; these costs are separately indicated to the Customer during the purchase procedure on the Website and are confirmed in the Order and in the Order Confirmation. Customs duties and other charges and/or procedures for customs clearance shall be borne by the Customer, when applicable.
- b) The Customer can pay the price by the following means of payment: bank transfer, credit card, debit card, and PayPal.

8. Withdrawal

- a) The Customer has 14 days – or a longer period if provided by the relevant provisions pursuant to Article 13 of these GTC – to withdraw from the Agreement without giving any reasons and without incurring any costs other than those provided for in subparagraph (e).2. below and subparagraph (f) below.
- b) The withdrawal period ends after 14 days – or after a longer period of time if provided by the relevant provisions pursuant to Article 13 of these GTC – from: (i) in the case of an Agreement for the sale of Products, the day on which the Customer or a third party, other than the carrier and appointed by the Customer, acquires physical possession of the Products, or (ii) in the case of multiple Products ordered by the Customer in one order and delivered separately, the day on which the Customer or a third party, other than the carrier and appointed by the Customer, acquires physical possession of the last Product, or (iii) in the case of delivery of Product consisting of multiple lots or pieces, the day on which the Customer or a third party other than the carrier and appointed by the Customer acquires physical possession of the last lot or piece.
- c) Before the expiry of the withdrawal period, the Customer must inform Bianchi of his/her decision to exercise his/her right to withdraw from the Agreement. To this end, the Customer may: (A) use the standard return form (**Annex A**), completing it and sending it to Bianchi to the following e-mail address:
in this case, Bianchi must promptly notify the Customer, by e-mail, of confirmation of receipt of the withdrawal exercised by the Customer, specifying the address to which the Customer may return the Products; (B) use the standard return form (**Annex A**) in the Product delivery package. In this case, the Customer, after completing the return form, may directly return the Products to Bianchi to the address indicated on the return form, and ensuring that he/she includes the duly completed return form in the package for the return of the Products. Bianchi will promptly notify the Customer, by e-mail, of the confirmation of receipt of the withdrawal exercised by the Customer.
- d) The Customer has exercised his/her withdrawal right, within the withdrawal period referred to above, if the communication concerning the exercise of the right of withdrawal is sent by the Customer before the expiry of the withdrawal period.
- e) Bianchi's obligations in the event of withdrawal.
 - 1) Bianchi shall refund all payments received from the Customer, potentially including delivery costs, without undue delay and in any case within 14 days from the day on which it is informed of the Customer's decision to withdraw from the Agreement. Bianchi shall make the refund using the same means of payment used by the Customer for the initial transaction, unless the Customer has expressly agreed otherwise and provided that the Customer does not incur any costs as a consequence of the refund.
 - 2) Without prejudice to the provisions of point (1) above, Bianchi is not obliged to refund the delivery costs if the Customer has expressly chosen a type of delivery other than the least expensive type of delivery offered by Bianchi.
 - 3) Bianchi will be entitled to withhold the refund until it has verified that the Products delivered are in the same conditions in which they were sold.

- f) Customer's Obligations in the event of withdrawal.
- 1) Unless Bianchi has offered to collect the Products itself, the Customer shall return the Products or deliver them to Bianchi or to a third party authorised by Bianchi to receive the goods, without undue delay and in any case within 14 days from the date on which he or she has received from Bianchi the confirmation of receipt of the withdrawal. The Customer complies with the term if he/she returns the Products before the expiry of the 14-day period. The Customer is only liable for the direct cost of returning the Products.
 - 2) The Customer shall return the Products in the same conditions in which they were sold.
 - 3) The Customer is only liable for any diminution in the value of the Products resulting from any handling of the Products other than that necessary to establish their nature, characteristics, and functioning as well as for any diminution resulting from the wrong/incorrect assembly of the Product as referred to in Article 2 (c).
 - 4) Without prejudice to the provisions of sub-paragraph (e).2. above and in this sub-paragraph (f), the exercise of the right of withdrawal does not give rise to any Customer liability.
- g) The right of withdrawal is excluded in relation to the supply of custom-made or clearly personalised Products.

9. Bianchi's liability

- a) Bianchi is liable to the Customer for any lack of conformity of the Products existing at the time of delivery and appearing within two years from that time, or within the longer period if provided by the relevant provisions pursuant to Article 13 of these GTC. In case of sale of bicycles that are not fully assembled, except as provided for by the applicable provisions pursuant to art. 13 of the GTC, Bianchi shall not be liable to the Customer for any damage and/or defects resulting from the wrong/incorrect assembly of the Product by the operators chosen by the Customer, nor for any damage directly/indirectly caused by the operators chosen by the Customer to carry out this activity nor, in general, in all cases in which the Customer proceeds independently to complete the assembly of the bicycles in a manner that differs from that envisaged in the GTC.
- b) The Customer is hereby informed that claims relating to defects not fraudulently concealed by the seller shall be brought, in any case, within 26 months from delivery of the Products, otherwise they are statute-barred, without prejudice in any case to the provisions of applicable law pursuant to Art. 13 of these GTC.
- c) The Customer is further informed that, to conform to the Agreement, the Product shall meet the following specific requirements, where relevant: (a) correspond to the contractual description, type, quantity and quality and possess the functionality, compatibility, interoperability and other characteristics as provided for in the Agreement; (b) be suitable for any particular use intended by the consumer, which has been brought to the seller's attention by the consumer at the latest at the time of the conclusion of the Agreement and which the seller has accepted; (c) be supplied together with all accessories, instructions, including those relating to installation, provided for in the Agreement; and (d) be supplied with updates as provided for in the Contract.
- d) In addition to complying with the specific conformity requirements, in order to conform to the Agreement the goods shall fulfil the following objective requirements, as long as relevant: (a) be fit for the purposes for which goods of the same type are normally used, taking into account, where appropriate, other provisions of national and EU law, technical standards or, in the absence of such technical standards, industry codes of practice applicable to the specific sector; (b) as long as relevant, be of such quality and correspond to the description of a sample or model which the seller has made available to the consumer prior to the conclusion of the Agreement; (c) as long as relevant, be delivered with such accessories, including packaging, installation instructions or other instructions, as the consumer may reasonably expect to receive; and, (d) be of the quantity and possess the qualities and other characteristics, including in terms of durability, functionality, compatibility and safety, ordinarily found in goods of the same type and which the consumer can reasonably expect, taking into account the nature of the goods and public statements made by or on behalf of the seller, or by other persons at earlier stages in the chain of transactions, including the producer, in particular in advertising or on the label.
- e) Customer's Rights.
 1. In the event of Product's lack of conformity, the Customer has the right to have conformity restored, or to receive a proportional reduction in the price, or to terminate the Agreement on the basis of the

conditions set out in the following paragraphs, without prejudice in any case to the applicable provisions pursuant to Art. 13 of these GTC.

2. For the purpose of restoring Product conformity, the Customer may choose between repair and replacement, provided that the remedy chosen is not impossible or, compared to the alternative remedy, does not impose disproportionate costs on Bianchi, taking into account all the circumstances and, in particular, the following: (a) the value that the Product would have if it was in conformity; (b) the extent of the lack of conformity; and (c) the possibility of using the alternative remedy without significant inconvenience to the Customer.
3. Bianchi may refuse to bring the Products into conformity if repair and replacement are impossible or if the costs which Bianchi would incur are disproportionate, considering all the circumstances, including those referred to in (2) (a) and (b) above.
4. The Customer is entitled to a proportional price reduction or to termination of the Agreement as long as: (a) Bianchi has failed to repair or replace, where possible, or has refused to bring the goods into conformity under clause (3); (b) a lack of conformity becomes apparent, despite Bianchi's attempt to restore the Product to conformity; (c) the lack of conformity is so serious as to justify an immediate reduction in price or termination of the Agreement; or (d) Bianchi has confirmed, or it is clear from the circumstances, that it will not restore the Product to conformity within a reasonable period or without significant inconveniences to the Customer.
5. The Customer is not entitled to terminate the Agreement if the lack of conformity is only minor. Bianchi bears the burden of proof of the minor nature of the defect.
6. The Customer may refuse to make payment of any part of the price until Bianchi has fulfilled the above-mentioned obligations.

f) Repair or replacement.

1. The repair or replacement are carried out: (a) free of charge; (b) within a reasonable period of time after Bianchi has been informed by the Customer of the lack of conformity; and (c) without significant inconveniences to the Customer, considering the nature of the Product and the purpose for which the Customer wanted the Product.
2. If the lack of conformity shall be remedied by repair or replacement of the Products, the Customer shall make them available to Bianchi, which shall take back the replaced goods at its own expense.
3. If the repair requires the removal of the Product installed in accordance with the nature and purpose of the Product before the lack of conformity appeared, or if it proves necessary to replace the Product, the obligation to repair or replace the Product includes the removal of the non-conforming Product and the installation of the replacement or repaired Product, or the obligation to bear the costs of removal or installation.
4. The Customer is not liable for paying for normal use of the replaced Product in the period preceding the replacement.

g) Price reduction and termination of the Agreement.

1. The price reduction is proportional to the decrease in value of the Product received by the Customer compared to the value it would have had if it had been in conformity.
2. The Customer exercises his/her right to terminate the Agreement by means of a declaration addressed to Bianchi containing an indication of his/her wish to terminate the Agreement.
3. If the lack of conformity affects only some of the Products delivered and there is a cause for termination of the Agreement pursuant to Article 135-bis of Legislative Decree No 206/2005, the Customer may terminate the Agreement only in respect of the non-conforming Products and the Products purchased together with the non-conforming Products, if the Customer cannot reasonably be expected to have interest in keeping the non-defective Products.
4. If the Customer terminates the entire Agreement or with respect to some of the Products delivered: (a) the Customer shall return the Product to Bianchi, at Bianchi's expense, and (b) Bianchi shall refund to the Customer the price paid for the Product upon receipt of the Product or of evidence provided by the Customer as to the fact that he/she has returned or dispatched the Product.

h) Exercise of remedies. The Customer may exercise the above rights by contacting Bianchi by e-mail at the address: bianchistore@bianchi.com.

10. Contractual warranty

- a) The content of these GTC does not affect the contractual warranty that Bianchi offers the Customer with reference to the frames, for the content of which reference is made to the relevant contractual warranty booklet published on the Website and provided to the Customer at the time of delivery.

11. After-sales service

- a) Without prejudice to the provisions of Article 9, the Customer may contact Bianchi for any information or support concerning the Agreement by e-mail to the address: *bianchistore@bianchi.com*, or at the following telephone number: 0363316296 - from Monday to Friday, from 09.00 a.m. to 6.00 p.m.

12. Protection of personal data

- a) Bianchi represents and warrants that it will process the Customer's personal data in compliance with Regulation (EU) No. 679/2016 and with the national privacy legislation (Italian Legislative Decree No. 196/2003 as subsequently amended and supplemented), as well as in accordance with the Privacy Policy available on the website www.bianchi.com.

13. Applicable law - Jurisdiction

- a) These GTC and the individual Agreements are subject to Italian law. In any case, the mandatory provisions of the law of the country in which the customer has his/her habitual residence remain unaffected.

14. Information pursuant to Article 14 of Regulation (EU) No. 524/2013

- a) The Customer is informed of the fact that, pursuant to Article 14 of Regulation (EU) No. 524/2013, a European platform for online dispute resolution (so-called ODR – Online Dispute Resolution), accessible at <https://webgate.ec.europa.eu/odr>, has been set up, where it is possible to retrieve further information on the use of alternative dispute resolution bodies and to consult the updated list of ADR bodies, to find their contact details, including the link to their website, as well as any useful information on how to refer to one of these bodies and resolve potential disputes online.

ANNEX A - RETURN FORM