



CUSTOMER INFORMATION

Company Name:

Address to Invoice:

Street:

City.....

Zip Code:

State:

Shipment Address:

Address:

City.....

Zip Code:

State:

Company telephone:

Company Fax:

Company email:

Company Website:

Business License /Tax ID # *Mandatory

Bank account details:

Please, just tick the category (s) you are focused in as this info will support network sales

RACING ROAD SCOOTER&VESPA OFF ROAD HARLEY CUSTOM&CAFE' RACER SPEEDWAY

PART TO BE FILLED BY THE CUSTOMER:	PART TO BE FILLED BY BITUBO:
Commercial/Marketing Manager Name..... Last name Email (ex: updated catalogue versions): Phone Number:	CTB <input type="checkbox"/> Racing <input type="checkbox"/> Dealer <input type="checkbox"/>
Purchase Manager (person who places the orders through the web) Name..... Last name Email (ex: updated catalog versions): Phone Number:	CTB <input type="checkbox"/> Racing <input type="checkbox"/> Dealer <input type="checkbox"/>
Administration Manager Name..... Last name Email (ex: payments, invoices ...) Phone Number:	CTB <input type="checkbox"/> Racing <input type="checkbox"/> Dealer <input type="checkbox"/>
Technical Responsible Name..... Last name Email: Phone Number:	CTB <input type="checkbox"/> Racing <input type="checkbox"/> Dealer <input type="checkbox"/>

ORDERS SHIPPING PREFERENCE (in case of multiple orders to be shipped)

- Single order shipping
- Consolidation order shipping

Signature

PART TO BE FILLED BY BITU" \ :

Customer Number :

Website MAP: Yes No

Data entry: Yes No

CTB Team Dealer Distributor

Discount % _____ Payment Method _____



General Terms and Conditions of Sale

1. DEFINITIONS

In these general terms and conditions of sale the following terms will have the following meaning:

Bitubo: means the company Bitubo USA with a registered office at 601 Brickell Key Drive. Miami, Fla. 33131 & Via A. Volta No. 24, 35037 Selve di Teolo, Italy.

Customer: means any company, partnership or corporation, entity or other legal subject that purchases Products directly from Bitubo for professional use.

Conditions: means these general terms and conditions of sale.

Order: means every purchase proposal of Products sent by the Customer to Bitubo.

Portal: means the portal made available by Bitubo on its own website www.bitubo.com through which, after registration and assignment of special credentials reserved to him (user ID and password), the Customer can place orders, receive confirmation and, more generally, monitor their execution.

Products: means the goods manufactured and/or assembled and/or sold by Bitubo.

2. FIELD OF APPLICATION

These Conditions, which shall be countersigned, shall apply to all contracts of sale of the Products concluded between Bitubo and the Customer following receipt by the latter of Bitubo's confirmation of the Order.

Bitubo reserves the right to change and/or supplement, in whole or in part, these Conditions at any time; in this case, changes and/or additions made will apply to all Orders, and related contracts of sale, sent from the thirtieth day after Bitubo's communication to the customer of the modified and/or integrated Terms and Conditions.

3. PRICES

The sale prices of the Products shall be those provided by Bitubo USA once the Order is confirmed. The prices indicated in the catalog are net of duties, taxes, any customs duties and/or insurance costs as well as packaging, shipping and/or transport costs.

4. ORDER AND ORDER CONFIRMATION

It is preferred that all purchase orders are submitted via email.

Order email address: customerservice@bitubo.com

Customer Service telephone number 786-448-5872

bitubo[®]USA

RACE SUSPENSION

Payment methods:

1.) **PayPal Account (credit card option)**

OUR ACCOUNT NAME: @bitubousa

PayPal QRC:

An additional 7% commission on the invoice.



2.) **BankTransfer**

EvolveBank&TrustthroughMercury

Routing # 084106768

Account # 9800572535

3.) **Wire Transfer & ACH**

Bank Name: Evolve Bank & Trust through Mercury

Bank Address: 6070 Poplar Avenue, Suite 20 - Memphis, TN 38119

Routing Number #: 084106768

Account Number #: 9800572535

If paying by wire transfer, please send us a receipt as soon as you have made the wire transfer.

4.) **Check**

Bitubo USA Inc. 601 Brickell Key Drive, Miami, FL 33131 USA

(We just need a clear scan of the check so we can deposit it)

Notification methods:

1) Orders should be emailed to customerservice@bitubo.com

2) Dealers will receive a reply email with "Order Confirmation"

3) As shipping date approaches, customer will receive a "Pro-Forma invoice"

4) When invoice is paid, customer will receive shipping information and tracking info.



5) Customers will be notified of any changes or delays via email. The Orders are understood to be firm and binding on the Customer for a period of 30 days from their upload in the Portal. Orders shall only become binding on Bitubo when the Order confirmation is sent to the Customer.

If the Order confirmation contains changes with respect to the Order, such changes shall be considered tacitly accepted 2 days after the Order confirmation has been sent if the Customer does not express a rejection in writing.

5. TRANSPORT

EXPORT USA: Bitubo currently ships all products to the US from their facility in Italy. Dealer is responsible for all freight as well as any import tariffs or duties.

6. DELIVERY

Unless otherwise agreed in writing, Bitubo shall deliver the Products ex works (Incoterms 2020) to the Customer at its facilities in Selve di Teolo (Padua), Via A. Volta, 24. The products therefore always travel at the Customer's risk. Deliveries may be made in one or more batches.

7. TERMS OF DELIVERY

The delivery terms are those indicated in the Order confirmation. These delivery terms are to be considered merely indicative and cannot therefore be considered essential under Article 1457 of the Civil Code and, in any case, do not include the duration of transport of the Products. Any delays in delivery shall not entitle the Customer to claim compensation from Bitubo for any damages and/or to terminate the sales contract.

If Bitubo is unable to meet the delivery terms due to delays or non-delivery by its suppliers, interruption or suspension of transport or energy, unavailability or scarcity of raw materials, strikes or labor unrest, pandemic, as well as any other event beyond its reasonable control, it shall promptly notify the Customer and the starting date of the term for delivery of the Product to the carrier shall be suspended for the entire duration of the event itself. If, as a result of the occurrence of a force majeure event, the Order cannot be executed within the sixty (60) days following the date agreed upon, each party shall be entitled to cancel the Order and provide notice of its decision in writing to the other party, it being understood that in this case neither party shall have the right to ask the other one for compensation for any damage suffered.

8. PAYMENTS AND BILLING

The payment of invoices by the Customer must be made within the terms and in the manner specified by Bitubo.

Unless otherwise agreed in writing with the Customer, Bitubo will issue an invoice for the sale of Products at the same time as their delivery to the carrier for transport to the Customer.



In the event of non-payment or delayed payment, even in part, of the invoices issued by Bitubo, interest on arrears shall be automatically applied, calculated at the rate established by Legislative Decree No. 231/02 as amended, without the need for prior notice of default. Notwithstanding the above, the non-payment or delayed payment of invoices will also give Bitubo the right, without prejudice to any other right to claim compensation for damage, to demand immediate payment of the price of any other sales of products already made to the Customer and / or temporarily suspend the supply of other products ordered by the Customer and / or to terminate according to Article 1456 of the Civil Code, the contract(s) of sale of Products already agreed with the Customer, with consequent cancellation of any obligation to deliver Products and the Customer cannot claim compensation and/or indemnity or claim any rights in respect of Bitubo.

9. NO EXCEPTIONS

The Customer cannot make any exceptions to Bitubo - except those relating to the nullity, voidability, or termination of the contract of sale - in order to delay or avoid the payment of the purchased Products in accordance with these Terms and Conditions.

10. RETENTION OF OWNERSHIP

The Products delivered will remain the property of Bitubo until the Customer has paid the price in full.

11. WARRANTY

Bitubo warrants to the Customer that the Products sold comply with EU provisions and are free from faults and defects for a period of 24 (twenty-four) months from the date of purchase and sixty (60) months from the same date, for the breakage of structural parts of primary importance such as rods, tubes, and springs. The calculation of these terms will be referred to the issue date of the invoice of the Product or, if the customer does not have the purchase invoice, the date of manufacture appearing on the Product.

The warranty on Products supplied by Bitubo will be considered exclusively for faults or defects attributable to Bitubo and in no case will it be considered with regard to:

- Products whose installation/dismantling did not take place at a Bitubo authorized technical center or by an industry professional with proven experience, in any case, in accordance with the instructions provided by Bitubo in relation to keeping and / or assembly and / or maintenance and / or dismantling of the Product
- negligent or incorrect use of the Product
- Products on which repairs, or alterations have been made by the Customer or by third parties.
- costs of installing and uninstalling the Product and restoring of the motorcycle.
- transport costs of the Product to the dealer.

bitubous **RACE SUSPENSION**

- cost of transportation of the Product to the Bitubo authorized technical centre or to Bitubo's headquarters not documented in written form or related to defective Products in respect of which Bitubo has not recognized and accepted the responsibility for the defect.
- parts of the Product subject to wear and tear such as, for example but not limited to, bushings, or dust scraper, oil seals, bumps.
- parts of the Product the Customer tampered with.
- lubricants and refilling operations.
- damage to surface treatments and / or coatings of the Product such as anodizing, painting, etc. and / or discoloration of paint.
- Products used on motorcycles designed and used in competitions or other similar uses.
- Product conformity to standards of non-European Union countries; it is the Customer's responsibility to promptly notify Bitubo of the existence of specific regulations relating to the Product in force in non-EU countries the Product is intended for, as Bitubo is excluded from any and all liability in the event the Product does not comply with the standards in force in non-EU countries.

The warranty on sold Products is subject to regular report of defects / faults made by the Customer as follows. The Customer shall, on penalty of forfeiture, report to Bitubo in writing any faults and / or quality defects or non-compliance of the Product purchased no later than 8 (eight) days from delivery of the same. Likewise, hidden faults and / or quality defects or non-compliance of the product (i.e., those not identified on the basis of test imposed on the Customer by law) must be reported to Bitubo in writing by the same Customer, under penalty of forfeiture, not later 8 (eight) days of their discovery. In both cases, in order to take advantage of this warranty, the Customer shall deliver the Product (duly taken off the motorcycle, if necessary) at his expense to the Bitubo authorized local technical center, if any, or, in the case where there is no Bitubo authorized local technical center, to the headquarters of the latter. An updated list of Bitubo authorized technical centers is available on the site www.bitubous.com in the Dealers & Assistance section.

If Bitubo draws the conclusion, even by means of the Bitubo authorized local technical center, that the Product is defective, the Customer shall be refunded the costs incurred proven by supporting voucher in writing of the eventual transport of the faulty Product from the Customer's location to the Bitubo authorized local technical centre if any, or, in the case where there is no Bitubo authorised local technical center, from the Customer's location to the headquarters of Bitubo.

In this case, at its discretion, Bitubo may: (i) replace or repair the Product provided at its expense (including transportation costs up to the Customer's location, excluding those from the Customer's to the end user's location); or, alternatively, (ii) refund the Customer the price of the Product by issuing a credit note to the same. In both cases Bitubo may, at its discretion, require the Customer to return the defective Products, which will then become its property, or let the Customer destroy them, in both



cases at the expense of Bitubo (including the transport costs from the Customer's location to Bitubo headquarters, excluding those from the end users to the Customer's location).

The warranty provided by Bitubo on Products is to be understood absorbent and substitutive of legal warranties for defects and conformity and excludes any other liability of Bitubo towards the Customer however originating from the Products, except in cases of willful misconduct or gross negligence and any mandatory provisions of law. The Customer expressly waives the right of recourse under Art. 131 of Legislative Decree No. 206 of 6 September 2005 (Consumer Code).

Moreover, the Customer agrees to indemnify and hold harmless Bitubo against any action, claim, demand, and any other action that may be made or brought by third parties against Bitubo and that related to or attributable, directly, or indirectly, to the sale of the Products to third parties by the Customer.

This is without prejudice to Bitubo's liability, if any, for damage caused by Product defects in the cases envisaged in Article 123

of Legislative Decree No. 206 of 6 September 2005, (Consumer Code) and any other mandatory provisions of law.

12. EXPRESS TERMINATION CLAUSE

Bitubo will have the right to terminate at any time, pursuant to and for the purposes of Article 1456, Civil Code, by sending written notice to the Customer, the single sale of the Products if the Customer has not fulfilled any of the obligations provided for in Articles 8 (Payments), 9 (No Exceptions) and 13 (Intellectual Property Rights).

13. INTELLECTUAL PROPERTY

All intellectual and industrial property rights of Bitubo, including, for example and non-exhaustive, rights relating to patents, drawings and utility models, trademarks for which Bitubo is the owner or licensor, copyrights, know-how, technical specifications and data, that have been registered or not registered (hereinafter the "Intellectual Property Rights") are the exclusive property of Bitubo and their disclosure or use in connection with these Conditions shall not create, in relation to them, any right or claim by the Customer.

The Customer acknowledges and agrees that the Product is marketed with the Bitubo trademark and logo (the "Trademark ") and that purchase of the Product does not confer any right, title, or expectation to the Trademark and that any use of the same shall be made in the exclusive interest of Bitubo.

The Customer shall refrain from any action that could infringe on the Intellectual Property Rights of Bitubo and, in particular, undertakes not to register any patent, license, design, trademark, trade name, copyrights or have them registered that would result in the use of the name "Bitubo" or similar sounding name or of the name of the products in the Bitubo catalog.



The Customer may not file and/or register the Trademark or any rights relating thereto, or use the Trademark, or trademarks, distinctive signs or names or expressions that are the same or similar, to register domain names and/or to build websites or web pages, in the registration of domain names or in the construction of websites, Internet pages and/or social media profiles, even if related to promotion of the Product, or request the registration or recognition of any other intellectual property right, in any form, by using Bitubo's documentation or information sent by it.

The Customer shall not modify, remove, or alter in any way the Trademark and/or other distinctive marks used by Bitubo on products or their packaging, or modify or alter any advertising material used by Bitubo and eventually delivered to the Customer.

The Customer is obliged to use the Trademark exclusively in accordance with the written instructions of Bitubo and for the purposes set out in these Terms and Conditions.

The Customer will promptly notify Bitubo of every relevant fact it becomes aware of and which might negatively impact the Intellectual Property Rights of Bitubo or reputation of the latter.

The Customer also acknowledges that any actual or threatened breach of the obligations set forth in this article might cause hard to assess irreparable damage to Bitubo. For this reason, Bitubo shall be entitled to obtain the sum of \$100,000.00 (one hundred thousand) from the Customer for any breach of the obligations provided for in this article, without prejudice to Bitubo's right to make recourse to any further remedy provided for by law and/or obtain compensation for any greater damage suffered in accordance with applicable law.

14. COMMUNICATIONS

All communications between Bitubo and the Customer must be in writing and must be sent by e-mail, certified email, fax or registered letter with return receipt to the addresses and numbers provided by the Customer at the time of registration with the Portal. Communications sent by e-mail, certified email or fax will be considered duly provided, whatever the case may be, from the date of confirmation of the forwarding of the e-mail/certified email message to the addressee or from the date indicated in the fax delivery receipt.

15. CREDENTIALS, PASSWORDS AND CONFIDENTIAL MATERIAL

The provisions hereunder shall apply to:

- a) your credentials given to you as a loyal customer of Bitubo USA to login to the Reserved Area on the website www.bitubousa.com, (hereinafter, the "Credentials")
- b) the personal passwords for the release of files sent or however made available to you by Bitubo USA outside the Reserved Area (hereinafter, the "Passwords")



c) the information and material contained in the Reserved Area or otherwise sent to you by Bitubo USA, by email or by any other means or computer support, whether it is Password protected or unprotected (hereinafter, the "Confidential Material")

Credentials and Passwords are strictly private and confidential and shall not, for any reason, be communicated, transmitted and / or otherwise disclosed to third parties in any form and / or manner.

The Confidential Material and the contents thereof are and remain the exclusive property of Bitubo USA, as well as the ownership of any patent rights concerning such information and / or material is and shall be due exclusively to the latter.

By signing this, you agree not to engage in any action to acquire any right whatsoever to the Confidential Material, in Italy or elsewhere. You will be bound by an obligation of confidentiality relating to the Confidential Material, which may not be assigned or transferred to any third party without the prior consent of Bitubo USA.

You also agree to use the Confidential Material solely for the purpose of promoting the sale of products supplied by Bitubo USA and in order to maintain and preserve its good business reputation, it has been understood that the expenses relating to your use of the Confidential Material (including any taxes and charges) will be charged solely to you.

It is understood that you will be liable to the undersigned for any illegal use of the Credentials, Passwords and Confidential Material.

The information (inside the Reserved Area or otherwise sent to you) concerning only the installation instructions of Bitubo products and related images are excluded from the obligation of confidentiality and non-use of the above: these can be disclosed by you and used freely under your responsibility.

Bitubo USA reserves the right to block your access to the Reserved Area and withdraw your right to use the Credentials, the Passwords and/or the Confidential Material in the presence of behaviors considered harmful or unsuitable and, in any case, at its discretion, at any time and without notice.

In any case, you shall stop using the Credentials, Passwords and Confidential Material the moment your procurement of the products supplied by Bitubo USA ceases for any reason.

In the cases referred to above (withdrawal of the right of use or cessation of supply), you must destroy the Credentials and the Passwords and immediately stop using the Confidential Material even by deleting it or, however, by definitively destroying it at your expense.

16. MISCELLANEOUS

The content of these Terms and Conditions cancels and replaces any prior agreement between Bitubo and the Customer and is the entire arrangement in place between them.

The eventual invalidity or inefficacy of a single stipulation contained in these Terms and Conditions shall not affect the other agreements contained in them. The Parties undertake mutually as from now to

bitubous

RACE SUSPENSION

replace the provision recognized invalid or unenforceable with another clause which, as far as possible, has the same or similar effects, thus restoring the original balance of interests.

17. APPLICABLE LAW – JURISDICTION

These terms and conditions are governed by the laws of the United States of America and the laws of the State of Florida.

or by Italian law with exclusion of the Vienna Convention of 1980 on Contracts for the International Sale of Goods.

Any dispute that may arise in connection with these Terms and Conditions, including those relating to their validity, interpretation, or execution, shall be referred to the Court in Florida, USA or the Court of Padua, Italy. Nonetheless, Bitubo reserves the right to take legal action in the court of the place where the Customer's registered office is located.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Parties expressly approve the provisions contained in the previous articles 2 (Field of Application - Amendments to the General Terms and Conditions) 5 (Transport), 7 (Delivery terms), 8 (Payments), 9 (No Exceptions), 11 (Warranty), 12 (Express Termination Clause) and 16 (Jurisdiction).

For agreement and full acceptance of the above.

Customer Name _____ Date _____

Signature of the Legal Representative _____