

TERMS AND CONDITIONS OF COMMERCIAL WARRANTY

This Commercial Warranty is a warranty offered by Piaggio & C. S.p.A. (“**Piaggio**”) to all Customers of two-/three-wheeler vehicles sold by Piaggio. It is governed by the general conditions set out below, without prejudice to the statutory rights set out in the Italian Consumer Code and/or applicable laws on consumer protection.

The Commercial Warranty will remain with the vehicle even in the event of subsequent resale. In such case, the subsequent owners must inform Piaggio of the change of ownership of the vehicles and their own identifying information, in accordance with the procedures set out in the General Conditions of Warranty.

In order to take advantage of the Commercial Warranty, the vehicle must be regularly serviced (servicing records) according to the procedures and mileages and/or frequency set out in the User and Maintenance Manual. A summary version of the User and Maintenance Manual is provided with the vehicle and the full version is available online to read and download on the relevant brand website: <http://manuals.aprilia.com>; <http://manuals.derbi.com>; <http://manuals.piaggio.com>; <http://manuals.vespa.com>; <http://manuals.gilera.com>; <http://manuals.motoguzzi.com>; <http://manuals.scarabeo.com>. The Piaggio Authorised Service Network, as defined in the General Conditions of Warranty, has a system for the computerised recording and storing of servicing records, offering a further benefit to the Customer. All maintenance operations included in ordinary services are at the sole expense of the Customer.

GENERAL CONDITIONS OF WARRANTY

1. DEFINITIONS

For the purposes of these general conditions of warranty, the following terms have the meanings attributed to them here:

- 1.1. “*Pre-Delivery Inspection Certificate*”: the certificate issued upon delivery of the Vehicle to the Customer;
- 1.2. “*Customer*”: any person/entity that has purchased a Piaggio vehicle;
- 1.3. “*General Conditions*”: these general conditions of warranty;
- 1.4. “*Commercial Warranty*” the Piaggio Group commercial warranty governed by the General Conditions;
- 1.5. “*Piaggio*”: Piaggio & C. S.p.A., with registered office in Viale Rinaldo Piaggio, 25, 56025 Pontedera (Pisa), Italy;
- 1.6. “*User and Maintenance Manual*”: the manual containing, among other things, instructions for proper servicing of the Vehicle;
- 1.7. “*Piaggio Network*”: means the Dealers and garages authorised to perform Piaggio aftersales servicing, as identified on official consumer websites in the assistance section.
- 1.8. “*Vehicle*”: any new two- or three-wheeler vehicle sold by Piaggio; it being understood that the plural includes the singular and vice-versa.

2. PURPOSE, DURATION AND CONDITIONS OF THE WARRANTY.

- 2.1. The Commercial Warranty provides Customers who buy a Vehicle from the Piaggio Network and subsequently register said Vehicle (or simply purchases the Vehicle if it is not subject to registration for road use) with free-of-charge repairs or replacement of Vehicle parts with manufacturing and/or assembly defects, using original Piaggio spare parts. Therefore, it covers the costs of the necessary spare parts and the costs of the labour required to replace the defective parts and repair the Vehicle. The Commercial Warranty does not entitle the owner to a courtesy vehicle during the repair of a failure covered by the Commercial Warranty.
- 2.2. The Commercial Warranty covers the Vehicle for **24 months** from the date of registration or, if not subject to registration for road use, from the date of its purchase,

without any restrictions on mileage. The above is without prejudice to all the Customer’s periodic servicing obligations, which must be performed in the manner and timings indicated in the User and Maintenance Manual, in accordance with Clause 2.4., below. The Commercial Warranty is activated by the Dealer of the Piaggio Network that sells the vehicle, via computerised registration and transmission to Piaggio of the information about the Vehicle and the Customer after registration of the Vehicle (or upon sale if the Vehicle is not subject to registration for road use). The Commercial Warranty will become active at the moment the aforesaid computerised registration takes place; until that moment, all the Customer’s rights are in any case protected by the seller’s statutory guarantee.

- 2.3. Investigation and analysis of the causes of any defects reported by the Customer is performed by the Piaggio Network (the Customer must check on Piaggio’s website that the Dealer or garage belongs to the Piaggio Network). Any repairs under warranty provided to the Customer must be performed exclusively by the Piaggio Network.
- 2.4. Regarding the Vehicle servicing obligations, the Customer will be entitled to use the Commercial Warranty on condition that:

(i) he has respected and punctually complied with the servicing schedule set out in the User and Maintenance Manual since the date of registration or purchase of the Vehicle;

(ii) he can provide evidence of compliance with the servicing schedule and therefore exact observance of km/monthly intervals and performance of the services specifically indicated for each Vehicle model in the User and Maintenance Manual. The Piaggio Network is in possession of this information and is able to confirm compliance with the servicing schedule. The Piaggio Network also has access to a computerised management system of Vehicle warranties to which the relevant servicing records are added as time goes on. In the work is performed by third parties not in the Piaggio Network – which must in any case be suitably trained and have the necessary equipment in accordance with Piaggio standards and specifications – then the Customer must demonstrate correct and timely adherence to the Vehicle

servicing schedule by: (a) submitting all summary documentation of work performed by the third party (invoices/tax receipts, detailing the work carried out); (b) providing evidence of the use of original parts or parts with equivalent quality to Piaggio originals.

- 2.5. After the expiry of Commercial Warranty, all costs for any repair work on the Vehicle will be at the sole expense of the Customer.

3. MANDATORY PRE-DELIVERY FORM

- 3.1. The first service that the Vehicle is subjected to (except Vehicles not subject to registration for road use) is the so-called pre-delivery inspection ("**Pre-Delivery Inspection**"). The Piaggio Network where the Customer purchased the Vehicle confirms, upon delivery of the Vehicle to the Customer, that the services and checks set out in the Piaggio Service Station Manual (held by the Piaggio Network) have been correctly performed and that the Vehicle is in perfect working order. Correct performance of the Pre-Delivery Inspection is certified by the stamp of the Dealer or authorised reseller of the Piaggio Network where the Customer purchased the Vehicle, affixed to the Pre-Delivery Inspection ("**Pre-Delivery Inspection Certificate**").
- 3.2. The Customer shall retain the Pre-Delivery Inspection Certificate, duly completed and bearing the stamp of the Dealer or authorised reseller of the Piaggio Network, to prove that the Pre-Delivery Inspection has taken place. The Customer will lose the right to avail of the Commercial Warranty if the Vehicle does not have a Pre-Delivery Inspection Certificate.

4. EXCLUSIONS AND/OR LIMITATIONS OF THE COMMERCIAL WARRANTY

- 4.1. The Commercial Warranty does not cover:
- a) replacement of air/oil filters;
 - b) refuelling or topping up of lubricants;
 - c) repair and/or replacement of supplied accessories, consumables and, in general, parts subject to wear or deterioration, such as, by way of example and not limited to, brake pads, clutch discs, seals, tyres, battery, bulbs, saddle, tubes and other rubber parts, repair kit, transmission cables;
 - d) damage resulting from an accident;
 - e) failures and damage resulting from use of the Vehicle in violation of the instructions in the owner's User and Maintenance Manual and in any case in a manner that cannot be considered normal use of the vehicle;
 - f) failures and damage resulting from use of the Vehicle in violation of the rules of the Highway Code, including use in streets or places where driving is not permitted;

- g) failures and damage resulting from causes of force majeure, acts of providence and/or exposure to the weather (hail, sun, rain, etc.);

- h) failures and damages caused by:
 - (i) repairs and/or modifications and/or maintenance work on the vehicle without following Piaggio specifications and/or performed by persons unsuitable to perform the work in accordance with said specifications;
 - (ii) the use of fuels and/or oils with characteristics other than those indicated in the owner's User and Maintenance Manual and, in general, negligence and/or misuse of the vehicle;
 - (iii) overheating due to insufficient amount of the engine lubrication liquids in the Vehicle;
 - (iv) the use of accessories or parts not of equivalent quality to the originals used by Piaggio;

- 4.2. The Customer loses the right to Commercial Warranty if:

- a) he uses the Vehicle in any competitive event of any kind, sports events, shows, tests and trials, or uses it on the track without complying with the maintenance requirements specifically indicated by the Manufacturer.
- b) he alters and/or tampers, even partially, with the Vehicle or its parts;
- c) he alters or erases the chassis number and engine number.
- d) he is not in possession of a Pre-Delivery Inspection Certificate.

5. TRANSFERABILITY

If the Vehicle is sold, the Commercial Warranty can be transferred to the purchaser according to the following procedures:

- (i) in the event of purchase by an office Piaggio Dealer:

The Dealer shall send a computerised transfer request within 15 days.

- (ii) in the event of purchase between private users:

the new Customer shall contact the Manufacturer within 15 days of purchase, using the freephone number provided on the consumer websites in the Customer Service section, in order to provide information on the new owner of the Vehicle and the purchase record.

6. TERRITORY

The Commercial Warranty is valid in all countries of the European Union and European Economic Area.