

General Terms and Conditions of Sale - PIRELLI CARE™ PACKAGES AND FURTHER SERVICES

IMPORTANT NOTE

This is a translation into English for reference purposes only.

The original Italian text of this document can be read here ([hyperlink](#)).

In the event of any discrepancy between the original Italian version and this English translation, the original Italian version shall always prevail.

Update date: December 20, 2023

Date of publication on the website and entry into force: December 21, 2023

1. Purpose

1.1. These general terms and conditions of sale (the “**Conditions**”) apply to the purchase in installments of one set of 4 tires bearing Pirelli Group brands (the “**Tires**”) and the provision of certain services relating to the Tires and/or the vehicle on which such Tires are fitted (the “**PIRELLI Care™ Package**”).

It will also be possible to purchase additional services such as “seasonal storage” and “electric charging” (the “**Additional Services**”) as described on the Website and on the App (as defined hereinafter).

The consideration for the purchase of a PIRELLI Care™ Package shall be paid in monthly installments each of the same amount, without interest and/or other charges. Likewise, the consideration for the purchase of Additional Services, without interest and/or other charges, shall be paid monthly for the entire period in which said services are to be received. Each of the monthly amounts due for the purchase of a PIRELLI Care™ Package and/or Additional Services is hereinafter referred to as the **Monthly Amount**.

It shall be possible to purchase the PIRELLI Care™ Packages and Additional Services solely through the following website www.pirellicare.com (the “**Website**”) and/or the dedicated mobile app of PIRELLI Care™ (the “**App**”), that also describe the terms and conditions of their use. Once the purchase procedure has been completed on the Website or on the App, management of the PIRELLI Care™ takes place solely through the App.

PIRELLI Care™ Packages and Additional Services can only be purchased by users with an Italian tax code or Italian VAT number who request their execution in Italy.

Each Purchaser (as defined in Art. 1.2 below), regardless of the number of accounts created, may use only one account to purchase PIRELLI Care™ Packages and/or Additional Services. It will be possible to purchase PIRELLI Care™ Packages and/or Additional Services for only one vehicle until the payment plan expires.

1.2. The PIRELLI Care™ Packages and Additional Services will be sold by Pirelli Tyre S.p.A., with registered office in Viale Piero and Alberto Pirelli, 25 – 20126 Milan, Tax Code, VAT number and registration in the Business Register of Milan Monza Brianza Lodi under no. 07211330159, REA

(Economic Administrative Index) of Milan no. 1147607, sole shareholder company - Management and coordination of Pirelli & C. S.p.A. (**PIRELLI** or the **Seller**).

All services included in the PIRELLI Care™ Packages and the Additional Services shall be rendered through the dealers authorized by the Seller, the list of which is available on the Website and on the App (the "**Dealers**") with the exception (i) of roadside assistance and emergency services, which will be rendered by Europ Assistance Vai S.p.A. ("**Europ Assistance**") and (ii) the electric charging service that is provided through access to electric vehicle charging infrastructure, accessible to the public, owned or managed by Enel X Way Italia S.r.l.

The buyer may be a natural person who makes purchases for purposes that do not relate to his/her own entrepreneurial, commercial, handicraft or professional activity (the "**Consumer**"), or a natural person or legal entity who makes purchases for purposes relating to his/her own commercial, industrial, handicraft or professional activity, excluding natural or legal persons who carry out professional activities, including on an occasional basis, for the repair and/or sale and/or rental of vehicles and/or transport of persons or objects, for their own account or on behalf of third parties (the "**Professional**"; Consumer and Professional will hereinafter also be referred to as "**Buyer**" and/or "**Buyers**").

Seller and Consumer or Professional, as the case may be, shall hereinafter be jointly referred to as the "**Parties**".

1.3. Any communication from the Purchaser, connected and/or correlated to the purchase of PIRELLI Care™ Packages and Additional Services - including any reports, complaints, requests concerning the purchase of PIRELLI Care™ Packages, etc. - shall be sent to the addresses and in the manner indicated on the Website and on the App or to the following email address support@pirellicare.com (hereinafter the "**Customer Service**").

1.4. Each purchase will be regulated by the Terms and Conditions in the version published on the Website and on the App at the time of the Purchaser's adhesion.

1.5. For purchases made by a Professional, these Terms and Conditions will apply however, notwithstanding the provisions thereof:

- a) the Professional will not be granted the protections provided herein in favor of the Consumer in accordance with mandatory legal provisions;
- b) for disputes between Seller and Professional, articles 16.2 to 16.4 of these Terms and Conditions, referring to disputes between the Seller and Consumer, will not apply.

1.6. By adhering, the Purchaser accepts that the confirmation of the information relating to the purchase made and these Terms and Conditions will be sent by email to the address indicated by the same during registration on the Website or on the App.

1.7. In order to purchase PIRELLI Care™ Package and/or Additional Services, the Purchaser shall be at least 18 years old and have the capacity to act.

1.8. The Purchaser shall be solely responsible for any costs for connecting to the Website via the Internet and/or the App, including telephone costs, according to the rates applied by the operator selected by the Purchaser.

2. Features of the PIRELLI Care™ Packages and Additional Services - Time limit for requesting the fitting of the second set of Tires

2.1. The PIRELLI Care™ Packages and Additional Services are sold with the features described on the Website and on the App at the time of confirmation of the purchase choice by the Purchaser.

2.2. The Purchaser acknowledges and agrees that the Seller reserves the right to modify, even to the Purchaser's disadvantage, these Conditions and/or the features of the PIRELLI Care™ Packages or the Additional Services for sale on the Website and on the App, in the event of (i) changes or updates to the features and their functionalities and/or (ii) changes to the pre-estimates of the management of the Packages and/or the Additional Services and/or (iii) changes to the conditions applied to the Seller by the suppliers relied upon by the Seller to provide the services and/or (iv) increases in the sale prices of the Tires, production costs and/or raw materials and/or energy and/or transportation and/or logistics costs and/or (v) changes due to any statutory provision, decree, order, regulation or other binding legal provision or order of the Authority to the extent applicable to the Conditions. Any modifications to the Conditions will be communicated to the Purchaser and will become an integral part of the purchase agreement if, within 30 (thirty) days from receipt of the aforementioned communication, the Purchaser will not have communicated the intention to withdraw, preferably via a communication on the App. In the aforementioned hypothesis, if the conditions are met, the provisions of articles 8.3, 8.4 and 8.6 will apply.

For Additional Services, any changes may be made by the Seller during the provision of Additional Services already purchased with notice of at least 30 days, communicated to the Purchaser by e-mail. The Purchaser may withdraw, without further charges, within 30 days following receipt of the aforementioned communication, through the procedure referred to in Article 8.4.

If the Additional Service that is the subject of the communication by the Seller consists in the storage of the tires, and the Purchaser has communicated withdrawal, the Purchaser shall collect the tires stored at the selected Dealer within 30 days of sending the notice of withdrawal.

If the Purchaser fails to proceed with collection by that date, the Seller will have the right to charge the additional costs incurred by it for storage until the actual collection date, and, after a further 30 days, from the date on which the Purchaser could have proceeded with withdrawal. It will also have the right to arrange for the disposal of the tires, at its own initiative but at the expense of the Purchaser, without any obligation to provide further communications.

3. Procedure to purchase PIRELLI Care™ Packages - Finalization of each individual purchase contract

3.1. The purchase choices sent by the Purchaser to the Seller through the Website or the App have the value of a contractual proposal and are governed by these Terms and Conditions, which form an integral part of the contract and which the Purchaser, by sending the purchase choice to the Seller, accepts in full. Before proceeding with the purchase of the PIRELLI Care™ Packages and/or

Additional Services, the Purchaser shall read these Terms and Conditions carefully, may print a copy, save it and reproduce it for own personal use, using the appropriate commands.

3.2. Each purchase contract for PIRELLI Care™ Packages and/or Additional Services is considered as concluded when the Purchaser receives the order confirmation from the Seller via email, to the address declared to the Seller before confirming the purchase. The Seller's email will contain the link to the text of these Terms and Conditions, the summary of the order made, including the indication of the price, and the description of the features of the PIRELLI Care™ Package and/or the Additional Services purchased. The Purchaser's purchase choices, the Seller's order confirmation and the Terms and Conditions applicable to the relationship between the Parties will be electronically filed by the Seller in its IT systems and the Purchaser may request a copy by sending an email to Customer Service.

3.3. The Seller, for risk management purposes, reserves, without giving reasons, the right to evaluate the suitability of the Purchaser, the payment methods, the vehicle entered, and, at its discretion, not to accept purchase requests of the PIRELLI Care™ Package or Additional Services.

4. Procedure for selecting and purchasing PIRELLI Care™ Packages and Additional Services – Duration

4.1. The PIRELLI Care™ Packages and Additional Services presented on the Website and on the App can be purchased by selecting the PIRELLI Care™ Package and/or Additional Services of interest to the Purchaser and placing it/them in the specific virtual shopping cart.

4.2. The duration of the PIRELLI Care™ Package will depend on the type of Tire purchased, on whether the purchase option for the second set of Tires has been selected, on the indication of the driving style ("Eco", "Comfort" or "Dynamic") and on the declaration of the average mileage traveled per year, made by the Purchaser. On the basis of the aforementioned data, PIRELLI will propose to the Purchaser, at the time of formulating the relative proposal, a period of duration of the relative PIRELLI Care™ Package. The duration of the PIRELLI Care™ Package will also depend on the duration of the monthly payment plan.

4.3. The Additional Services shall last for the period requested by the Purchaser. The Seller shall have the right to terminate the agreement relating to the Additional Services by giving the Purchaser 30 (thirty) days notice by e-mail.

4.4. After selecting the PIRELLI Care™ Package(s) and/or Additional Services, to purchase the PIRELLI Care™ Package(s) and/or Additional Services inserted in the cart, the Purchaser will be invited to provide personal data, in order to allow for finalization of the contract. The Purchaser will see a summary of the order, with specific reference to the PIRELLI Care™ package or the Additional Services purchased: total amount to be paid with the number of installments (where applicable) and indication of the Monthly Amount, the Purchaser's name, model and number plate of the vehicle and own email address. The Purchaser, shall carefully read and then expressly approve these Terms and Conditions and the specific clauses, through the appropriate check-box on the Website and on the App. Lastly, through the CONFIRM button, the Purchaser will be asked to confirm the purchase choice, which will thus be definitively sent to the Seller and will produce the effects described in the previous art. 3.2. hereof. The Purchaser will receive via email, at the address stated, the summary of

data and the details of the purchase choices made, including the total amount to be paid with the number of installments and indication of the Monthly Amount.

4.5. When purchasing a PIRELLI Care™ Package, within 90 (ninety) days from completion of the purchase choice confirmation process, the Purchaser shall select an appointment date using the App - at the Dealer - for fitting the Tires included in the selected PIRELLI Care™ Package, or to start to use the Additional Services requested, where the Additional Services are provided through the Dealer, and undertakes to show up for the appointment at the date and time of the appointment confirmed by PIRELLI.

5. Use of the PIRELLI Care™ Packages and Additional Services

5.1. Upon conclusion of the procedure referred to in art. 4.5, the Purchaser will receive a push notification on the App confirming the reservation with the Dealer. Through the App, the Purchaser will always have the possibility to view all reservation details (which will show the address of the selected Dealer, the date and time of the appointment, the activity to be performed, estimated duration, phone number of the Dealer) and to save the event on its calendar.

5.2. The Dealer will verify that the Purchaser's car license plate matches the one indicated by Purchaser to PIRELLI and communicated to the Dealer by PIRELLI.

5.3 In case of request of roadside assistance and emergency services, the Purchaser shall contact Europ Assistance through the dedicated functions on the App.

5.4 In order to use the Additional Electric Charging Service, the Purchaser may select an electric vehicle charging infrastructure owned or managed by Enel X Way Italia S.r.l. through the App. More details about the Additional Electric Charging Service are published on the Site and the App.

6. Prices

6.1. The price of the PIRELLI Care™ Packages and Additional Services is indicated on the Website and on the App upon transmission of confirmation of the choice by the Purchaser. Prices include VAT (at a rate of 22%).

6.2. The Purchaser shall pay the Seller the Monthly Amount by charging the credit card, as indicated in the order confirmation sent by email from the Seller to the Purchaser.

6.3. The Monthly Amount are always inclusive of VAT, which will be stated separately on the invoice. In the event of purchase of a PIRELLI Care™ Package, the Monthly Amount also includes the Tire disposal fee, which will also be shown separately on the invoice. Ownership of the Tires shall remain with PIRELLI, pursuant to Article 1523 of the Italian Civil Code, until payment of the last Monthly Amount is made.

7. Payments and duration of the Payment Plan

7.1. The first Monthly Amount relating to the PIRELLI Care™ Package purchased is debited on the last day of the month following the fitting of the Tires. Therefore, the charges of the Monthly Amounts, which will not be refundable, will continue for the months of duration of the relevant PIRELLI Care™ Package. The charge of the Monthly Amount relating to the Additional Services will take place on the last day of the month following activation and will continue until their

termination, or deactivation by the Purchaser under the terms set forth in art. 8.4 below and as better specified on the App, or upon withdrawal by PIRELLI under art. 4.3 (the “**Payment Plan**”).

The Purchaser will only pay the Monthly Amount relating to the selected PIRELLI Care™ Packages and/or the Additional Services, at no additional cost or charge.

The Payment Plan will always be structured with the breakdown into Monthly Amounts, both in the case of amounts due for the purchase of PIRELLI Care™ Packages, which will be paid for the entire duration of the relative Payment Plan, as well for the purchase of Additional Services, which will be due for the period during which the Purchaser intends to receive said services, i.e. until their termination or deactivation, within the terms referred to in art. 8.4 below.

7.2. The Purchaser will receive electronic notices from Seller regarding the charging of Monthly Amounts.

7.3. Payment can be made by credit card under the terms and conditions described below. Rechargeable and prepaid credit cards will not be accepted. The Purchaser will be required to communicate the relevant data via a secure connection. The information provided by the Purchaser when sending the purchase choices will be used for invoicing. For accounting and administrative needs, the Seller reserves the right to verify the details indicated by the Purchaser. Please note that once the Purchaser has entered the details of the selected payment instrument, in order to verify the validity of the same, a pre-authorization for payment will be requested for the amount of EUR 1; if successful, the request will be canceled and therefore the Purchaser will not be charged any amount.

7.4. During the payment process, the Purchaser will be redirected to a secure website where the operator provides acquiring services on behalf of the Seller. The transmitted data will be sent in protected mode, via the encrypted transfer of data with SSL (Secure Sockets Layer) system at 128-bit or higher. Said data is not accessible to the Seller.

7.5 The Purchaser authorizes the payment service provider to debit each Monthly Amount from the Purchaser's credit card, acknowledges and accepts that the payment service provider will apply the so-called strong authentication or strong customer authentication of the Purchaser only at the time of adhesion to a PIRELLI Care™ offer, based on the series of payments of all Monthly Amounts due (for the purchase of a PIRELLI Care™ Package and Additional Services, if applicable) and the Residual Amount (if applicable pursuant to art. 8.3), as well as in the other cases provided for by current legislation.

7.6. The Seller will promptly send the Purchaser, in electronic format via email to the address stated by the latter, a courtesy copy of the electronic invoice transmitted to the Electronic Exchange System (SDI).

7.7 The Purchaser will not be able to make any payments directly to the Dealers. Therefore, payments made to Dealers will not constitute valid payment under these Terms and Conditions.

7.8. In the case of non-payment or late payment of the Monthly Amounts, the Purchaser shall not be entitled to make further purchases of PIRELLI Care™ Packages or Additional Services, or to request services included in the purchased PIRELLI Care Package, until such time as the Monthly Amounts due are paid in full.

8. Duration - Termination - Withdrawal

8.1 Each purchase contract signed under these Conditions comes into force upon receipt - by the Purchaser - of the Seller's order confirmation, as indicated in art. 3.2 and will last until the end of the Payment Plan ("Term"), without prejudice to what is stated in art. 4.3.

8.2 In case of purchase of a PIRELLI Care™ Package, if the Purchaser has not indicated an appointment date for fitting the Tires in accordance with the terms set out in art. 4.5, or if it does not show up at the date and time of the appointment confirmed by the Seller, the latter will have the right to communicate to the Purchaser, within the following 90 (ninety) days, that the contract concluded under these Terms and Conditions is considered as terminated. Therefore, the Seller will be released from all obligations towards the Purchaser.

8.3 If the Purchaser requests the deactivation of a PIRELLI Care™ Package, said deactivation shall be understood as a renunciation by the Purchaser of the benefit of the installment plan. In this case, the Purchaser will therefore be required to carry out – as a condition for the effectiveness of the deactivation – payment of a total amount equal to the Monthly Amounts not yet expired of the price of the Package purchased ("Residual Amount"). This will be done by debiting the Residual Amount on the credit card communicated by the Purchaser for the purpose of billing the Monthly Amount on the last day of the month in which deactivation was requested.

In this case, the duration of the PIRELLI Care™ Package will cease with the payment of the Residual Amount and with the provision by the Seller to the Purchaser, for collection, of any tires in storage and the provisions of art. 8.6 shall apply.

8.4 The Purchaser may request deactivation of the Additional Services through the App. In this case, the Purchaser will no longer be charged with effect from the month following that of deactivation.

8.5 The Purchaser may, at any time, request the Seller to renounce the benefit of installment payments relating to the PIRELLI Care™ Packages. In this case, the Purchaser will be asked to make the payment of the Residual Amount according to the procedures set out in art. 8.3.

8.6 In the case of a request for deactivation of PIRELLI Care™ Packages, without prejudice to the effects of the notice of withdrawal and subject to the provisions of Art. 7.8, the Purchaser may continue to use - at no further cost - the services included in the relevant Package (where applicable) for a further period of 4 months, or until the original expiry date of the Package subject to withdrawal, where such expiry date is less than 4 months.

9. Seller's legal guarantee of conformity, reporting of non-conformities of Tires and interventions under warranty - Refunds

9.1 Pursuant to and for the purposes of European Directive 1999/44/EC and Legislative Decree no. 206/2005 (hereinafter referred to as the "**Consumer Code**"), the Seller guarantees to the Consumer that the Tires (i) comply with the technical information published on the Website and on the App, (ii) are free from manufacturing defects and/or of materials that make them unsuitable for the use for which goods of the same type are usually intended, and that (iii) they do not lack the essential qualities for said use (hereinafter referred to as the "**Warranty**").

9.2 The Warranty will be effective provided that: (i) any non-conformities occur within a period of 2 (two) years from the date of delivery of the Tires to the Consumer and are contested according to the terms indicated in art. 9.3 below, or in the case of a Professional, any defects are reported to the Seller within a period of 1 (one) year from the date of delivery of the Tires to the Professional, pursuant to and for the purposes of article 1495 of the Italian Civil Code, (ii) proof of purchase of the Tire has been provided, (iii) any defects are caused by manufacturing flaws and/or in the materials and (iv) the Tire has been stored and used in full compliance with the features and technical information provided by the Seller.

9.3. Under penalty of forfeiture of this Warranty, the Consumer and the Professional shall report any defects and non-conformities, respectively, within and no later than 2 (two) months from their discovery, in the case of a Consumer, and within 8 (eight) days from discovery in the case of a Professional, preferably using the inspection request form available on the App in the "FAQ - WHAT IS THE PROCEDURE FOR REQUESTING AN INSPECTION OF THE TIRES PURCHASED WITH THE PIRELLI CARE™ OFFER?". This form shall be sent by email to the Customer Service duly completed in all its parts. After sending the form, the Purchaser may request a generic appointment with the selected Dealer via the App, in order to verify the presence of defects or non-conformities in the Tire(s) subject to the inspection request.

9.4. After having carried out the relevant checks, the Purchaser will be provided with a reply sent to the email address stated in the form. Any acceptance – even partial – of the request shall in no way constitute recognition of defects or non-conformities.

9.5. In case of defects or non-conformities of the Tires, the Consumer will have the right to have the conformity of the Tire restored by the Seller, by means of repair or replacement, or to alternative remedies in the cases expressly provided for in article 130 of the Italian Consumer Code, such as reduction in the price or contract termination. In case of defects or non-conformities, the Professional will have the right to contract termination or reduction in price, unless, for certain defects, the uses exclude termination, pursuant to article 1492 of the Italian Civil Code. If the Seller has undertaken to refund all or part of the price paid, the refund will be made using the same payment method used by the Purchaser upon purchasing the PIRELLI Care™ Package.

9.6. No additional Warranty other than that indicated in this article 9 will be granted by the Seller to the Purchaser.

9.7 The Warranty extends, as applicable, only to the Services included in the PIRELLI Care™ Package and/or the Additional Services provided by the Dealer selected by the Purchaser.

9.8 If the Purchaser is entitled to a refund, the Seller will pay the relative amount no later than 14 days from notice of cancellation, except for delays not objectively ascribable to the Seller. The Seller will make the refunds using the same payment method used by the Purchaser to purchase the PIRELLI Care™ Package or the Additional Services.

10. Liability for damage caused by defective products

10.1. As regards any damage caused by defects of the Tires, the provisions of European Directive 85/374/EEC and the Italian Consumer Code shall apply.

11. Liability for Events Attributable to the Buyer

11.1 The Purchaser will be solely responsible for the compatibility of the Tires ordered with the indications of the vehicle manufacturer, and the Seller shall in no case be held responsible for the choice of Tires made by the Purchaser.

11.2. The Seller and its designees shall not be liable for any failure to use or partial use of the PIRELLI Care™ Packages or Additional Services due to causes not ascribable to the Seller or its designees.

12. Right of withdrawal

12.1. The Consumer is entitled to withdraw from any contract for the purchase of a PIRELLI Care™ Package concluded under these Conditions, without having to provide any reason and without any penalty, (i) within the term of 14 (fourteen) days from when the Tire was fitted in the case of the purchase of a PIRELLI Care™ Package.

12.2. To exercise the right of withdrawal, the Consumer shall inform the Seller, before expiry of the time limit referred to in the previous art. 12.1, of its decision, by sending an explicit declaration to the Seller to the Customer Service email address, to its fax number or by registered letter with return receipt of its decision to withdraw, before the expiration of the time limit referred to in art. 12.1, preferably using the withdrawal form available on the App in the "FAQ - HOW CAN THE RIGHT OF WITHDRAWAL BE EXERCISED?". Following the provisions of this Article 12.2, the Consumer will receive an e-mail confirming the exercise of the withdrawal.

12.3. The Consumer is responsible for the diminished value of the goods resulting from handling other than that necessary to establish the nature, features and functioning of the actual Tires. Therefore, if the returned Tires are used and/or damaged (for example with signs of wear, abrasion, marks, scratches, deformations, diminished tread, etc.), not complete with all their elements and accessories, the Consumer will be liable for the decrease in assets in the value of the Tire, and shall be entitled to a refund of the amount equal to the residual value of the Tire. To this end, therefore, the Consumer is invited not to manipulate the goods beyond what is strictly necessary to establish their nature, features and functioning. Furthermore, in the event that the tires have already been mounted, the Consumer will be required to return the tires to the Dealer at its own expense. Upon return of the Tires, the Seller will issue a credit note to cancel the sales invoice originally issued.

12.4. When exercising the right of withdrawal, the amount to be reimbursed to the Consumer in accordance with the provisions of art. 9.8, will also take into account, in addition to the decrease in value of the Tires determined in accordance with the foregoing art. 12.3, the value relating to the services included in the Package, which have been provided for the benefit of the Consumer. Reimbursement may be suspended until the return of the Tires by the Consumer as indicated in Article 12.3.

13. Intellectual property rights

13.1. The Purchaser acknowledges that all brands, names, distinctive signs and denominations, including, without limitation, the "PIRELLI" brand, letters and logos, the "PIRELLI Care" brand, as well as all images, photographs, the written or graphic texts used on the Website, on the App or relating to the PIRELLI Care™ Packages are and remain the exclusive property of PIRELLI & C. S.p.A., of PIRELLI or their respective owners, as the case may be (jointly referred to as the

"**Owners**"), without access to the Website and/or the App and/or the purchase of PIRELLI Care™ Packages resulting in rights over them for the Purchaser.

13.2. The contents of the Website and the App may not be reproduced in whole or in part, transferred by electronic or conventional means, modified or used for any purpose without the prior written consent of the Owners.

14. Purchaser data and privacy protection

14.1. In order to proceed with the transmission of the order and therefore, the conclusion of the contract under these Terms and Conditions, the Purchaser shall be required to provide some personal data via the Website and through the App, as indicated in art. 4.4 and art. 7. The Purchaser acknowledges that the personal data provided for the purpose of the purchase will be collected and used for the purposes stated in the Seller's [Privacy Policy](#).

14.2. The Purchaser declares and guarantees that the data provided during the purchase process is correct and truthful.

14.3. For any other information relating to the processing of the Purchaser's personal data, please refer to the [Privacy Policy](#).

15. Security

15.1. Although the Seller shall adopt measures to protect personal data against possible loss, falsification, manipulation and improper use by third parties, due to the technical features and limitations relating to the protection of electronic communications via the Internet, the Seller may not guarantee that the information or data displayed by the Purchaser on the Website and on the App, even after the Purchaser has proceeded with authentication (login), may not be accessed or viewed by unauthorized third parties.

15.2. With regard to data relating to credit card payments, the Seller shall adopt technological systems designed to guarantee the highest levels of reliability, security, protection and confidentiality in the transmission of information via the web.

16. Applicable law, attempt at conciliation and jurisdiction

16.1. Each sales contract entered into between the Seller and the Purchaser under these Terms and Conditions will be governed and interpreted in accordance with Italian law and, in particular, for Consumers, the Italian Consumer Code (Legislative Decree no. 206, of 6 September 2005), with specific reference to legislation on distance contracts and also for Professionals, in accordance with Legislative Decree no. 70, of 9 April 2003, on certain aspects concerning e-commerce. In any case, the foregoing shall be without prejudice to any rights attributed to Consumers by mandatory legal provisions, where applicable.

16.2. In the event of disputes between the Seller and a Consumer, the Seller guarantees from now on participation in an attempt at amicable conciliation that each Consumer will be able to promote before RisvoliOnline, an independent and institutional service provided by the Chamber of Arbitration of the Milan Chamber of Commerce, which allows to reach a satisfactory agreement, with the help of a neutral and competent conciliator, in an amicable and safe way on the Internet. For

further information about Risolvionline regulations or to send a reconciliation request, access www.risolvionline.com.

16.3. As an alternative to the attempt at conciliation referred to in the previous art. 16.2, the Consumer also has the right to access the **European Online Dispute Resolution (ODR) Platform** for the settlement of any dispute between the Seller and the Consumer. The European ODR Platform is developed and managed by the European Commission, in compliance with Directive 2013/11/EU and EU Regulation no. 524/2013, in order to facilitate the independent, impartial, transparent, effective, swift and fair out-of-court settlement of disputes concerning contractual obligations deriving from sales or online service contracts between a consumer resident in the EU and a professional established in the Union through the intervention of an ADR (alternative dispute resolution) body that has adhered, which can be selected from a specific list available therein. For further information on the European ODR Platform or to initiate an alternative resolution procedure through it for a dispute relating to this contract, access the following link: <http://ec.europa.eu/odr>. The Seller's email address to be stated on the European ODR Platform is as follows: pirellityre.pecri@pec.pirelli.it.

16.4. If the attempt at conciliation referred to in the foregoing art. 16.2 or 16.3 is not adhered to, or should said attempt prove unsuccessful, the dispute will be referred to the court of the place of residence or domicile of the Consumer.

16.5. In the event of disputes between Seller and Professional, the Court of Milan shall have exclusive jurisdiction.