

GENERAL CONDITIONS OF SALE

1. Definitions

1.1. The sale of products offered on the website www.momodesign.com in the section E-shop (as hereinafter defined "the Website") is subject to and regulated by the following general conditions of contract (as hereinafter defined "General Conditions").

1.2. Motorcycle helmets with the MOMODESIGN brand offered on the Website (as hereinafter defined the product/s ") are sold by LOGICO DESIGN s.r.l (Ltd)., a company incorporated under Italian Law, based in via Giovanni XXIII, 9, 37039 TREGNAGO (VR) Italy (Italia), Italian fiscal code card and VAT identification number 03858400231, Tel. +39 (0)45 65 00 418 - Fax +39 (0)45 78 08 214, e-mail ecommerce@logICODESIGN.COM (as hereinafter defined as "Seller").

1.3. The languages available for the conclusion of the contract of sale of products and relative procedure of purchasing are Italian and English.

2. Purpose

2.1. The present General Conditions regulate the rapport between the Seller and the Client (as hereinafter defined) for the purchase of Products from the Website. The sale of Products through the Website is exclusively aimed at natural persons that have reached the age of majority and buy Products for purposes unrelated to any potential entrepreneurial or professional activity that could be realized (as hereinafter defined the Client/s "). Furthermore purchasing will only be possible for Products to be sent to Italy and Europe. (Albania; Andorra; Austria; Belgium; Belorussia; Bosnia-Herzegovina;Bulgaria; Cyprus; Croatia; Denmark; Ireland; Estonia; Finland; France; Georgia;Germany; Greece; Iceland; Italy; Latvia; Liechtenstein; Lithuania; Luxembourg;Macedonia; Malta; Moldavia; Montenegro; Norway; The Netherlands; Poland;Portugal; The Principality of Monaco; United Kingdom; Czech Republic; Romania; Russia; San Marino; Serbia; Slovakia; Slovenia; Spain; Sweden; Switzerland; Turkey;Ukraine; Hungary; Vatican.)

2.2 The Client is asked to read the present General Conditions attentively, moreover these conditions may be viewed and downloaded at any moment through the Website's links present in the section "Helmet Store" under the heading "Terms and Conditions" as well as in the email that the Seller will send to the Client in agreement with the following art. 5.4.

2.3. The Seller may, at any moment, make modifications and amendments to the present General Conditions. Such modifications and amendments will be exclusively effective, in any case, in relation to the purchase orders presented by the Client following a modification or amendment. The General Conditions will therefore be applicable to the contract of purchase with the Client at the very moment of the purchase order and the Client will be required to know and accept said conditions before sending the order.

2.4. The contracts with the Seller concluded through the Website are subject to and regulated by Italian Law and, in particular, to and by the Legislative Decree 6th September 2005, n. 206 (as hereinafter defined the "Consumer Code") and to and by the Legislative Decree 9th April 2003, n. 70 (Implementation of the Directive 2000/31/CE concerning certain legal aspects of company information services to the whole market, with particular reference to electronic commerce).

3. Procedure of purchasing

3.1. In order to purchase Products from the Website, The Client will have to send a purchase order to the Seller, according to the instructions stated on the same Website. For each selected Product, a web space will be displayed that highlights the photographic images of each product, the unit price, the colors and the different sizes (where expected) along with the essential characteristics of each Product. In order to view the selected items and the overall order price, including shipping costs, one must click on the option "Trolley". The Client is asked to verify the exactness of the Trolley contents and the correctness of the details of the preselected payment method before confirming the

order.

3.2. The Client will be able to make modifications to the order (for example, to the type of Product already selected and to the amount of Products) or to correct eventual errors in the order only before the purchase order has been confirmed, by accessing the trolley page and modifying the contents of the same trolley. Incomplete and incorrectly complete orders will not be accepted.

3.3. The Seller as of now states that, despite the constant adoption of measures taken to assure that the photographs shown on the Website are loyal reproductions of the Products sold, therein included the adoption of every possible technological solution to reduce image imprecision to a minimum, some variations are always possible; these variations are caused by technical characteristics and color resolution characteristics produced by the computer used by the Client. The Seller will not be responsible for the eventual inadequacy of graphic representations of Products sold on the Website that may be due to the aforementioned technical reasons. Consequently, the Clients are asked to look over and examine in detail the table containing the Product's characteristics.

3.4. LD reserves the right to refuse orders coming from a Client with whom it has a legal case in progress concerning a previous order. This applies equally to all cases in which LD considers the Client unsuitable, therein included, by way of example, the case of previous violations of contract conditions for online purchase from the Website or for any other legitimate motive, especially if the Client has been involved in any sort of fraudulent activity.

4. Product availability

4.1. The Client acknowledges that the availability of the Products offered for sale by the Seller through the Website is limited.

4.2. Occasionally, inconveniences concerning the availability of some Products may occur. In such circumstances, the Seller will send an email to the Client as soon as possible (and in any case according to the delivery terms denoted by the art.8.2), to the address registered during the order, informing him/her of the unavailability of one or more Products, or rather that it will not be possible to respect the product delivery terms defined by art. 8.2. In such a case, the Client will be offered the possibility to choose between (a) the exchange of the unavailable Product for another Product, (b) the cancellation of the order, if possible, and (c) the acceptance of the originally ordered Product according to different delivery times.

4.3. In the case in which the Client intends to opt for a Product exchange, pursuant to and in accordance with the preceding art. 4.2 lett. (a) that is rather to accept a delayed delivery of the Product pursuant to and in accordance with art. 4.2, lett. (c), the Client will have to communicate his/her choice to the same Seller by replying to the Seller's communication, following the instructions therein stated, via email. In the case of a failed reply on behalf of the Client within 5 (five) days from when the Seller's communication is received, pursuant to and in accordance with the art.4.2, the order will be considered canceled. In such a case, as well as one in which the Client has expressed the desire to cancel the order, the Client will be reimbursed as soon as possible by means of crediting the credit card used for the payment of the whole amount debited at the time of the order confirmation.

4.4. The Seller reserves the right to change, at any moment, the Products place for sale on the Website, at his/her complete discretion and without any notice, respecting, in any case, eventual offers already displayed at this time on the Website.

5. Finalization of the Order

5.1. The procedure of purchasing will be considered complete only when the Client, after having looked over and accepted his/her purchase, including the contribution for delivery costs, the applicable General Conditions, the conditions in the subject of privacy and the conditions relative to the practice of recess and return of the good, has sent the order to the Seller through selecting the option "Confirm". At the confirmation, the order will be sent to the Seller in order to be processed

and may not be further modified or canceled. The order sent by the Client will bind the Seller only if the entire procedure of purchasing has been duly and correctly completed without any error highlighted by the Website and if the overall price of the Products has been duly paid by the Client at the time of the order confirmation, pursuant to and in accordance with the means defined in the following art.6. The Seller will not be held responsible for any Website malfunctions dependent on the web administrator for the transmission of data.

5.2. The confirmation of the order constitutes the full acceptance, on the part of the Client, of the General Conditions enforceable at the time of the order as well as constituting the demonstration of the Client's availability to receive subsequent communications from the Seller only finalized at the conclusion and execution of the contract of sale. At the end of the procedure of purchasing the Client is advised to download, save or print the General Conditions, effective from the time the order has been confirmed.

5.3. Upon the confirmation of the order, on the part of Client, the order will be directly sent to the Seller and filed in the Seller's system. The data recorded on the Website and filed in the Seller's system are considered to constitute full proof of the relative details of transactions existing between the Seller and the Client. In the case of controversy, between the Seller and the Client, in relation to a contract of sale concluded through the Website, the data recorded on the Website and/or filed in the Seller's system will constitute proof of the conclusion of the contract of sale.

5.4. Once the order has been confirmed and the payment transaction complete on the part of the Client, the Seller will attend to sending, to the Client via email to the address stated in the order, a confirmation of the receipt of the purchase order sent by the Client, containing a re-cap of the order, with a statement of the date and time of when the order has been carried out, the applicable General Conditions which have already been accepted in the Helmet Store section under the heading "Terms and Conditions, the conditions in the subject of privacy, including the essential characteristics of the purchased products, the payment method chosen by the Client, the delivery address, detailed information of the price and the delivery costs as well as all relative information regarding the practice of recess and the return of the Products, which are hereinafter defined by the article 10 of the general conditions. The Client must, without any delay, verify the contents of the aforesaid communication and immediately bring any eventual errors or omissions or any other problem relating to the shipping to the attention of the Seller, by means of sending an email to the address ecommerce@logicodesign.com

6. Price and Payment Method

6.1. The prices of the Products offered for sale on the Website are VAT inclusive and are displayed in Euro (Eur).

6.2. The total sum owed by the Client for the purchase of the selected Products includes the shipping costs, that are to paid by the Client according to what is specified by the following article. 8 and to what will be displayed in the trolley. The price corresponding to the purchase of the Products does not comprise eventual customs duty to which the Products would be subjected to at the time of importation to a given Country. Consequently, the eventual procedure of custom clearance of the Products, including the payment of relative taxes, will be entirely a prerequisite taken on by the Client.

6.3. The Seller reserves the right to modify, at any moment and without notice, the prices of the Products offered for sale on the Website. It is understood that such modifications will come exclusively into effect in relation to purchase orders confirmed by the Client following a modification. The prices published on the Website at the time of the confirmation of the order on the part of the Client will be charged to the Client. **6.4.** The Seller exclusively accepts payments carried out by credit card (or through the PayPal system) for the purchase of the Products from the Website. The accepted credit cards are: VISA- MASTERCARD-AMERICAN EXPRESS – DINERS – JCB (TO BE CONFIRMED).

6.5. The Client's credit card will be debited at the time the order is confirmed. The procedure of

purchasing the products from the Website will be considered effectively confirmed only after the complete payment of the overall price of the Products, as displayed in the trolley at the time the order is confirmed, has been carried out on the part of the Client.

6.6. For every order carried out on the Website, LD issues an invoice for the shipped merchandise by sending it, through email and/or inside the shipped package, to the the holder of the order, pursuant and in accordance with the D.P.R. (Decree Law by the President of the Republic of Italy) 445/2000 and of D.L. (Decree Law)52/2004. The information provided by the Client during the act of ordering is attested for the issue of the invoice.

7. Limitations for the delivery of products.

7.1. The Products sold on the Website can only be purchased in and delivered to those countries listed in the present General Conditions (see preceding art. 2.1). Eventual orders that require to be shipped to countries outside of those listed will be automatically refused during the processing of the order. The products will be sent to the address registered during the compilation of the order.

7.2. For security reasons the Seller will not be able to effect the shipping of any Product destined to a P.O Box , nor will be able to accept any order in which it is not possible to identify the natural person and private addressee of the Product/s and his/her address.

8. Delivery

8.1. The products will be delivered to the Client through the means of an express courier. The costs and times of shipping can be consulted in the FAQ. The costs of shipping the Product/s will be displayed in the trolley along with other relative costs of the purchase during the order compilation process before the order has been confirmed.

8.2. The Seller will do its utmost to deliver the ordered Products as soon as possible and within a maximum term of 30 (thirty) days, in any case, starting from the day following the day in which the Client has sent the order to the Seller.

8.3. The products purchased form the Website will be delivered to the Client from Monday to Friday, excluding holidays and days that fall during national festivities. As soon as the courier has taken the Products to be delivered to the Client, the Seller will send an email, to the address registered in the order by the Client, indicating the shipping tracking code and a link that will permit the Client, for the nonce, to monitor the delivery.

8.4. The Client is asked to promptly highlight any eventual problems with the delivery of the Products, or any eventual delays respective of the delivery times outlined by the article 8.2, that is in the email sent to the Client pursuant to and in accordance with the article 4.2 that surpass 10 (ten) working days, by means of sending an email to the Customer Service of the Seller, to the address indicated in the preceding article 8.3. It is understood, in any case, that the Seller will not be held responsible for any delays or encumbrances , that are not foreseeable and/or not dependent upon force majeure, regarding the delivery of the Products.

9. Delivery of Products and conformity

9.1. At the time of the product's delivery, the Client must immediately (i) check the condition of the packaging and verify that it is not damaged or in any way altered , as well as (ii) verify that the number on the package delivered corresponds to the one indicated in the transportation document.

9.2. Eventual abnormalities or damages noticed upon the time of delivery (as solely examples, the absence of one or more Products in respect of what is indicated in the transportation document, any tampering with or damaging caused to the packaging and the relative Product, etc.) must be directly noted on the transportation document in the form of handwritten comments signed by the Client. Unconditional acceptance of the delivery through the signing of the transportation document will prevent the Client from being able to further contest anything relative to the external characteristics of what has been delivered.

9.3. Should the delivered Products not correspond to those ordered, the Client is required to

promptly inform the Seller by sending an email to the address ecommerce@logicodesign.com within and not more than 10 (ten) days from the date of delivery, and will be entitled to procure the exchange for the Products delivered with the precise products ordered, if the case of temporary unavailability of the Products ordered should arise, the Client will be entitled to order different Products or, as an alternative, to partially or entirely cancel the order. In the case of a cancellation of an order, the Client will be reimbursed as soon as possible and the return costs will be chargeable to the Seller.

10. Returns and reimbursements -Recess

10.1. The Client will be able to withdraw from the concluded contract of purchase with the Seller by returning the Products delivered and by procuring a reimbursement from the Seller for the already deposited amount for the purchase of the Products.

10.2. At the end of effectively exercising the right of recess the Client must obey the following regulations:

- a) The Client must send a written communication to the Seller containing the demonstration of his/her wish to exercise the right of recess pursuant to and in accordance with article.64 of the D.lgs.206/2005;
- b) The aforementioned communication must be sent, within and not more than 10 (ten) working days of the day the Products have been received by the Client, by registered post and with a notification of receipt to the following address: Logico Design s.r.l., via Giovanni XXIII, 9, 37039 TREGNAGO (VR) Italia. The communication of art. 10.2 lett. a) may also be sent, in respect of the aforementioned term, by the means of telegram, electronic post and fax, on the condition that it is confirmed within the subsequent 48(forty-eight) hours with a letter and notification of receipt sent by registered post. c) The Products must be returned to the Seller within 10 (ten) working days starting from the day the Products have been received by the Client, to the address indicated by the art. 10.2 lett. b). At the end of the return timeliness, the delivery date of the Products will be attested at the post office or rather by the shipping clerk; d) The substantial integrity of the product/s is an essential condition in order to effectively exercise the right to a recess on the part of the Client.

10.3. The Products must be returned to the Client in their original state and packaging, unworn, unused and undamaged, as well as complete with label and and other accompanying extras of the relative invoice. **10.4.** The costs for the returning of the Products will be chargeable to the Client; any cost claimed by the Client for the return delivery of the Products will not be refundable. **10.5.** The Seller will verify if the Products returned are, to all intents and purposes, in their original conditions and will attend to a reimbursement of the amount deposited by the Client only in the case in which the Products have been returned in the means ascertained by the preceding art. 10.2. The Seller will not be held responsible in the case of the return of Product/s lost to mistaken addresses. It is understood that the return of Products, within the limits of presented by art. 10, comes to be the complete duty and risk of the Client. **10.6.** It is not permitted, pursuant to and in accordance with the present General Conditions, to withdraw from a contract of purchase concerning the Products of the Seller purchased in stores or on other e-commerce websites in relation to the return of Products purchased from the Website. **10.7.** The right to recess is excluded in the case of purchasing from the Product Website that has been personalized at the request of the Client.

11. Responsibility for faulty products

11.1. The Seller is responsible for any fault in the Products offered on the Website, therein included non compliance of the Products delivered, as is expected by the regulations of the Consumer Code.

11.2. In particular, the Seller has a responsibility towards the Client for any defect of conformity existing at the time of the delivery of the Product, under the conditions that:

- a) the defect of conformity becomes evident within 2 (two) years since the delivery of the Products.
- b) the Client informs the Seller of the defect of conformity within and not more than 2(two) months of when he has discovered the defect. In such a case, prior to the Seller's verification of his/her

responsibility, the Client has the right to procure a restoration of the conformity of the Product, without cost, through repair or exchange, or rather to procure a an appropriately reduced price or a resolution of the contract of purchase of the Products, pursuant to and in accordance with what is expected by the art. 130 of the Consumer Code.

11.3. Eventual complaints relating to the present guarantee must be reported in writing by sending an email to the following address ecommerce@logicodesign.com, confirmed by a registered letter that includes a notification of receipt to be sent to the following address: LOGICO DESIGN s.r.l., via Giovanni XXIII, 9, 37039 TREGNAGO (VR), Italy,(Italia). The present guarantee for Products purchased from the Website may not be asserted in stores or on other e-commerce websites.

12. Controversies and applicable law

12.1. The present General Conditions are subjected to and regulated by Italian law and shall be thereto interpreted.

12.2. In the case of controversy between the Seller and the Client in relation to the interpretation, validity and/or implementation of the present General Conditions, the courthouse at the place of consumer's place of residence or, in the case of action undertaken by the consumer him/her self, at the consumers own choice, the courthouse of Verona, will be adept.

13. Contacts

The Customer Service of the Seller is active at the following email address

ecommerce@logicodesign.com

- For any complaint about the delivery of products and eventual delays (see art. 8.4)
- In the case of non compliance of products (see art. 9.3)
- In the case of recess (see art. 10.2)
- In the case of complaints relating to the guarantee (see art. 11.3)

14. In the case of further information or assistance relating to the Website or to the procedure for purchasing Products.

15. Trademarks and authenticity

All Products purchased from the Website are authentic Products of the MOMODESIGN brand. All intellectual ownership rights such as trademarks, trademarks of service, trademarks of design and copyrights are all exclusive properties of MOMODESIGN. No page or no content present on the Website may be reproduced without the preempt and expressed written authorization from MOMODESIGN.

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