



GENERAL TERMS AND CONDITIONS

OF SALE, RETURNS, SHIPPING, PRODUCTION AND LIMITATION OF LIABILITY

1. Returns Policy

Pursuant to and in accordance with Articles 1490 et seq. of the Italian Civil Code, and without prejudice to Article 59 of Italian Legislative Decree No. 206/2005 concerning customized or made-to-order products where applicable, any request for return must be submitted within fifteen (15) calendar days from the date of delivery of the goods.

Returned goods must be complete in all parts, unused, unaltered, and returned in their original packaging and condition.

Pursuant to Articles 1456, 1495, and 1511 of the Italian Civil Code, KART SERVICE reserves the right, at its sole discretion, to reject any return that does not fully comply with the foregoing conditions, including any late, incomplete, altered, or non-conforming return.

No return shall be accepted without prior written authorization from KART SERVICE.

Unless otherwise agreed in writing, the return of goods shall not constitute automatic termination of the contract nor suspension of the customer's payment obligations pursuant to Articles 1460 and 1498 of the Italian Civil Code.

2. Transport Damage and Transfer of Risk

The customer is required to inspect the goods immediately upon delivery.

Any damage, shortage, tampering, or anomaly attributable to transportation must be formally reported to the carrier at the time of delivery and expressly noted on the transport documentation, together with an immediate written notification to KART SERVICE.

The carrier shall be deemed the sole party authorized to ascertain and certify transport-related damages for the purposes of insurance claims and liability assessment.

Failure to contest the damage upon delivery shall constitute full acceptance of the goods and waiver of any claim relating to transport damage.

KART SERVICE shall bear no liability whatsoever for loss of or damage to goods occurring during transportation, handling, loading, unloading, storage, or delivery operations carried out by third-party carriers or logistics providers.

Any compensation, reimbursement, or insurance claim relating to transport damage shall be pursued exclusively against the carrier and under the carrier's applicable insurance coverage and contractual terms.

Risk of loss or damage to the goods shall transfer to the customer upon delivery of the goods to the carrier or upon collection by the customer, whichever occurs first.



3. Non-Conforming or Defective Products

Any allegation concerning defective, non-conforming, damaged, or malfunctioning products must be notified in writing to KART SERVICE without undue delay and, in any event, prior to any installation, modification, or use of the product.

Products subject to complaint must be returned to KART SERVICE, at the customer's sole cost and expense, for technical inspection and verification.

All shipping costs, transport charges, customs duties, and any related expenses incurred for returning the goods to KART SERVICE shall be borne exclusively by the customer.

Upon verification and confirmation of the claimed defect or non-conformity, KART SERVICE may, at its sole discretion:

- repair the product;
- replace the product; or
- issue a credit or refund where deemed appropriate.

In the event that the defect or non-conformity is confirmed by KART SERVICE, the shipping costs for dispatching the repaired or replacement product back to the customer shall be borne by KART SERVICE.

The remedies set forth herein shall constitute the customer's sole and exclusive remedies.

KART SERVICE shall not be liable for defects, damages, or malfunctions resulting from:

- improper installation or assembly;
- misuse or negligent use;
- unauthorized modifications or repairs;
- ordinary wear and tear;
- racing or extreme operating conditions;
- or failure to follow technical instructions and maintenance procedures.

Without prejudice to Articles 1490 and 1495 of the Italian Civil Code, any warranty claim not compliant with the above procedures may be rejected.

Unauthorized returns or returns shipped without prior written approval may be refused and returned at the sender's expense.

4. Return Processing and Replacement Times

All return inspections, technical evaluations, repairs, replacements, and related processing activities are subject to stock availability, production schedules, supplier lead times, and operational requirements.



Any indicated timeframe is purely approximate and provided for informational purposes only.

Where replacement products are unavailable in stock, processing and replacement times could exceed **sixty (60) days**.

Under no circumstances shall processing or replacement timelines constitute essential terms, binding obligations, or grounds for cancellation, compensation, damages, penalties, or claims against KART SERVICE.

QUOTATIONS, ORDERS AND PRODUCTION TERMS

5. Quotations and Order Confirmation

All quotations, estimates, and commercial offers issued by KART SERVICE are non-binding and subject to confirmation.

An order shall be deemed accepted and binding exclusively upon:

- receipt of full payment; or
- receipt of a mutually agreed deposit payment.

By submitting payment, the customer expressly acknowledges, accepts, and agrees to be bound by all KART SERVICE terms and conditions of sale, including all provisions relating to production, delivery, liability limitations, and processing timelines.

Any subsequent modification to the quotation must be reconfirmed through the issuance of a new quotation.

Should such reconfirmation not occur for any reason, including but not limited to emails not received or not read by our offices, KART SERVICE shall not be held liable for any resulting errors or misunderstandings. The only binding document shall always be the latest quotation sent and confirmed via email.

KART SERVICE reserves the right to refuse, suspend, or cancel any order at its sole discretion prior to shipment.

6. Custom-Made and Non-Stock Products

Products manufactured upon request, customized items, and products not available in stock are subject to estimated production lead times of approximately **four (4) to six (6) weeks**.

Production schedules are indicative only and may vary depending on operational workload, supplier availability, material procurement, and manufacturing processes, including but not limited to:

- raw material sourcing;
- laser cutting;
- bending;



- welding;
- painting;
- chroming;
- finishing;

The customer expressly acknowledges that all production and delivery dates are estimates only and shall not be legally binding deadlines.

Delays shall not entitle the customer to cancel orders, refuse delivery, suspend payment obligations, or claim damages, compensation, penalties, or loss of profit.

7. Shipping and Carrier Delays

All shipping and delivery services are performed by independent third-party carriers and logistics providers.

KART SERVICE shall not be liable for delays, losses, damages, customs delays, storage costs, missed deliveries, or any other event attributable, directly or indirectly, to carriers, freight forwarders, customs authorities, or logistics operators.

Delivery dates and transit times are estimates only and are not guaranteed under any circumstances.

Under no circumstances shall KART SERVICE be liable for indirect, incidental, consequential, commercial, or economic damages arising from delayed delivery or transport-related events.

Best Regards from all

KART SERVICE TEAM

A handwritten signature in blue ink, appearing to read "M. H. ...", is written over the printed name of the KART SERVICE TEAM.