

GENERAL TERMS AND CONDITIONS

DEFINITIONS

- **Buyer:** means any person (individual or legal entity) who purchases one or more Products, accepting these General Terms and Conditions. "General Terms and Conditions" means these present general conditions of sale and any future updated versions published on the KF1 website.
- **Order Confirmation:** means the email through which KF1 notifies the Buyer of the acceptance of the Order.
- **Sales Agreement:** means the sales agreement for Products concluded between KF1 and the Buyer.
- **Order:** means purchase orders for Products submitted by the Buyer in accordance with these General Terms and Conditions.
- **Parties:** means jointly KF1 and the Buyer.
- **Price:** means the selling price of the Products as indicated in the Online Store for the relevant Products.
- **Products:** means the products published in the Online Store for sale.
- **KF1:** means KF1 Corporate Sarl, headquartered in Tunisia.

PREMISES

These General Terms and Conditions of Sale apply to all sales agreements concerning KF1 Products, where KF1 is the seller of the Products. Any amendments, specifications, or exceptions to these general terms and conditions must be accepted in writing by KF1 and the Buyer, and shall prevail in the event of conflict. The Buyer accepts these general terms and conditions in full and acknowledges having read them, therefore undertaking to comply with all provisions contained herein.

ORDER SUBMISSION

Orders must be submitted in writing by the Buyer to KF1 via email through the system specifically provided by KF1 and intended for the sale of Products. Orders are considered accepted by KF1 unless otherwise communicated by KF1. Orders for special items are accepted only if complete with all the details required for production.

BUYER'S RESPONSIBILITY

The Buyer is responsible for any production of Products that does not comply with the information provided at the time of the Order to KF1 for the relevant production. Consequently, the Buyer shall be solely responsible for the agreed prices. In the case of special and/or customized Orders, KF1 shall not be held liable in any way for the possible use of logos, nor for any violation committed against logos and/or trademarks that regulate and expressly govern their use and/or any rights claimed by the owner of the logos and/or any third parties. The Buyer requesting special production and/or the application of logos on KF1 Products expressly declares:

- a. to be fully aware of the regulations governing the use of the logos and the consequences arising therefrom and/or any violation of such regulations;
- b. to indemnify KF1 from any liability arising from and/or connected with the use of logos on KF1 Products.



KF1 TRADEMARK

The KF1 trademark (word mark and/or figurative mark) and any trademark of its own must be expressly authorized in writing by KF1.

The use of the KF1 trademark, understood as any identifier of the commercial origin of the Product and of its authenticity, as well as the use and display of the KF1 trademark on advertising, websites, promotional articles, exhibition stands, shop windows, signs, catalogues, etc., must always be subject to prior approval by the KF1 Brand Management and must always comply with the guidelines approved by KF1.

The registration of trademarks and domain names containing the word "KF1" must be the exclusive property of KF1, and their use must be subject to a specific licensing agreement.

The use of the KF1 trademark on products sold (licensing) is under the responsibility of the KF1 Brand Management and governed by specific agreements signed between KF1 Corporate Sarl and the third party.

The use of images of drivers and/or teams wearing/using KF1 products is not permitted unless specifically authorized by the driver and/or the team. It is always the Buyer's responsibility to obtain such authorization and keep it available upon KF1's request.

The use of images of drivers and/or teams on the Buyer's website, in promotional videos, or in any medium intended for advertising, sale and/or distribution is prohibited.

USE OF OTHER TRADEMARKS OR CUSTOMIZATIONS

To use logos belonging to others on customized products (company logos, sponsor logos, football club logos, etc.), it is necessary to hold the rights to use such logos. Therefore, in order to reproduce a third-party logo, KF1 requires the Buyer to expressly confirm:

- c. that they are authorized to use the logo for commercial purposes;
- d. that they acknowledge KF1 shall not be held responsible for any unlawful use of third-party logos in violation of any rights held by the logo owner and/or third parties;
- e. that they are aware that the unlawful use of logos/trademarks protected by third parties is punishable by law, including the applicable financial penalties.

DELIVERY TERMS

Delivery of the goods shall be understood as "ex works KF1 premises", unless otherwise agreed in writing. Upon shipment of the goods, all risks relating to the purchased Products are transferred to the Buyer.