



## **GENERAL TERMS AND CONDITIONS OF THE REGISTRATION AND USE OF THE DALLARA PORTAL NETWORK AND THE DALLARA STRADALE DIAGNOSTIC EQUIPMENT**

### **1. Scope of these General Terms and Conditions**

1.1 The internet site <https://dpn.dallara.it/> (hereafter referred to as the "**Site**") is a website created and managed by Fabbrica Dallara S.r.l. - and by other companies of Dallara Group - with registered office in via Marconi 18, 43040, Varano de' Melegari (PR) - Italy, VAT code: 02280880341 (hereafter also referred to as "**Dallara**"), for the purpose of providing access to information concerning the product "*Dallara Stradale*" vehicle and, in particular, its repair and maintenance, pursuant to all applicable regulations of the European Union (as Reg. no. 1400/2002 and Reg. no. 715/2007, and subsequent amendments) and Italian law.

1.2 The provisions of these terms and conditions govern the user access to the Site and user use of information and services normally provided by Dallara to subjects authorized to proceed to sell and/or repair and maintenance of "*Dallara Stradale*" vehicles (hereafter referred to as the "**Technical Information**", article 1.3 below), which must be accessible according to the applicable laws and regulations. By using the Site, including, without limitation, by purchasing access to Technical Information and services, and any other material on the Site (including the Diagnostic Equipment), the user agrees to be bound by terms and conditions set forth or referred to in these general terms and conditions (hereafter referred to as the "**General Conditions**"), as well as in other pages of the Site, and comply with the laws and national/international regulations in force that are applicable to the activities of the user on the Site.

1.3 In accordance with art. 6 (2) of Regulation (EC) 715/2007, Technical Information means all information supplied to subjects authorized for repairing or maintaining "*Dallara Stradale*" vehicles. Some examples are briefly given below, but this list is not exhaustive: service handbooks, technical manuals, wiring diagrams, component and diagnosis information (such as minimum and maximum theoretical values for measurements), diagnostic trouble codes (including manufacturer specific, codes software, error codes and other parameters, together with respective updates, needed to restore, reprogram, reset, reinitialize or carry out other jobs on electronic control units of the vehicle) spare part catalogues (including spare part codes, descriptions, price lists and illustrations), information on recall campaigns, electronic diagnostic tools (e.g. "Diagnostic Equipment" article 2 below) and other repair instruments (including respective software and periodical updates, and after-sales services which refer to such instruments).

1.4 Performing maintenance work on a vehicle can be dangerous. Then, the user can be seriously injured while performing some maintenance procedures. If the user lack sufficient knowledge and experience or the proper tools and



equipment to do the work, we recommend that the system be serviced by an authorized operator.

## **2. Diagnostic Equipment**

2.1 The Diagnostic Equipment is a system developed and made by Dallara in order to execute diagnostic activities solely upon the vehicle "*Dallara Stradale*". The User shall use the Diagnostic Equipment in accordance with all instructions (e.g. "*Dallara Stradale Diagnostic Equipment Manual*") delivered to the User by Dallara.

2.2 The User undertakes to not produce and/or transfer Diagnostic Equipment unless written authorization by Dallara.

2.3 Dallara guarantees to the User that the Diagnostic Equipment delivered is free from defects and flaws in materials, construction and assembly and that it is conform to the content of the Order Form (article 4 below). The guarantee of conformity shall be valid for 24 (twenty-four) months from the delivery of the Diagnostic Equipment. The guarantee shall only cover non-conformities reported by the User to Dallara in writing within 2 (two) weeks of their discovery. The User who promptly and duly reports a non-conformity to Dallara, will be entitled to free repair of the reported non-conformity or replacement of the system. The work required for repairing the non-conformity will consist of the repair or replacement of the defective part.

2.3 The User cannot exercise any warranty rights in the event of defects that are not attributable to the manufacturing and production process of the Diagnostic Equipment, such as, by way of example but not limited to, defects that are linked in cause to:

- external factors or agents (e.g., accident, hail, flood);
- failure to comply with the recommendations and instructions for the use of the Diagnostic Equipment and its equipment, components, devices and accessories, as reported in the "*Dallara Stradale Diagnostic Equipment Manual*" and/or any other document delivered to the User;
- fair wear and tear, negligent treatment and/or excessive stress.

2.4 For all in this article 2 expressly not provided, the provisions of this General Condition are valid and in force.

## **3. Authorized users**

3.1 The Dallara authorized network (dealer, importer etc.) and companies or subjects that are independent operators within the sense of regulation (EU) 715/2007 can require access on the Site. In accordance with Regulation (EC) 715/2007, an "independent operator" means undertakings other than authorized dealers and repairers, which are directly or indirectly involved in the repair and maintenance of motor vehicles, in particular repairers, manufacturers



or distributors of repair equipment, tools or spare parts, publishers of technical information, automobile clubs, roadside assistance operators, operators offering inspection and testing services, operators offering training for installers, manufacturers and repairers of equipment for alternative fuel vehicles.

All subjects entitled to access to the Site are hereafter referred to collectively as the "**User/s**" or "**Independent Repairer/s**".

#### **4. Order form. Duration**

4.1 Before having access to the Site and to the Technical Information contained therein, the User must download the application form "RETAIL SPECIFIC EQUIPMENT ORDER FORM" (the "**Order**") in which the User shall fill with data requested, assuming all liability for any false declarations or incomplete/incorrect data, and shall also indicate which services and contents of Site it want to purchase.

4.2 Following compiling the Order, the User shall send this document to the following email: [aftersales.dallarastradale@dallara.it](mailto:aftersales.dallarastradale@dallara.it). The Order shall be accepted in writing by Dallara. After specific acceptance of the Order and issue of relevant invoice by Dallara, the User shall pay the due fee within 5 (five) calendar days of receipt the invoice. Once payment of the fee is made, the User will receive an identification username and password which will be available for a period of one (1) year (hereafter referred to as the "**Username**" and "**Password**"). The User must keep the Username and Password strictly confidential and must ensure that neither the Username nor Password are made accessible to unauthorized third party.

4.3 By compiling application form and sending this document to Dallara, the User confirms and declares that:

- User is suitably qualified and experienced automotive-related service or repair business with a genuine need to access to Technical Information;
- User fully accept the General Condition;
- User fully accept the Privacy Policy;
- User will pay the fees (article 5 below).

4.4 The User will be exclusively responsible for the safekeeping, management, confidentiality and correct use of the Username and Password obtained upon registration with the Site, as well as for its improper use. The User undertakes to adopt all necessary precautions in order to guarantee the confidentiality and correct use of its Username and Password. In addition, the User shall be exclusively liable for all access to the Site and the services and contents (including the Technical Information) via the Username and Password assigned to its, and undertakes to indemnify and hold Dallara harmless from any damage or claim resulting from the use and/or abuse (also by third parties) of its Username and Password.

If a User becomes aware of the fact that its password has been disclosed to an unauthorized third party or there is another risk of misuse, this must be communicated to Dallara promptly. In any case, Dallara cannot be held liable



for any losses User suffer or incur as a result of User failure to keep Username and Password secure.

4.5 In the event that any of the details provided by User change following initial registration, the User shall be obligated to ensure that the details are amended or updated promptly.

4.6 Dallara has the right to modify and/or disable the Username and Password at any time for technical or safety reasons; Dallara shall inform the User with information on how to further access the Site.

4.7 The User shall have the right to use Username and Password for benefiting of the services and contents as long as the registration created by or for the User is valid (1 year). At the end of the period of validity of the registration, Dallara will have the faculty to revoke, interrupt and/or suspend the use of the User's Username and Password.

#### **5. Fees and payments**

5.1 The fees for accessing the Site and the services and contents (e.g. Technical Information including Diagnostic Equipment) are detailed in the "CONDITIONS FOR ACCESS TO PORTAL AND DIAGNOSTICS" (see the document on the homepage of the Site).

5.2 All payments on the Site must be paid in Euros. If the User wish to pay with another currency, the exchange rate and any additional transaction charges will be controlled and applied by issuing bank and not Dallara. Dallara cannot be held liable for any additional charges incurred in respect of this.

5.3 Following the positive outcome of the payment procedure, Dallara will send the User an e-mail containing all and any confirmation.

#### **6. Interruption of Site access. Site deny access**

6.1 The User relationship shall continue for a period of one (1) year (article 4.2 *supra*) and shall be renewed thought a new Order.

6.2 Access to the Site and the services and contents may be limited, suspended and/or interrupted (either fully or partially) for technical reasons of whatever type and/or in the case of a fortuitous event or force majeure.

6.3 Dallara may likewise modify, add or suspend any services and/or materials and/or Technical Information of the Site at any time, informing the User of such changes.

6.4 Dallara reserves the right to deny, suspend and/or interrupt all access to the Site and the services, materials and Technical Information, if the User no longer meets the requirements specified in article 3.

6.5 Dallara reserves the right to prohibit and/or deny access to the Site and/or the relative services, materials and Technical Information, at any time and without prior notice, in the event of fraudulent use or any form of use not coherent with the law and/or these General Conditions, also if the User has provided incomplete and/or incorrect and/or unfaithful information.

6.6 Dallara shall not be held responsible for any interruption of the service due to problems of the internet.



6.7 In particular, the User recognizes that cannot make any claims against Dallara and that Dallara cannot be held in any way responsible for any consequences and/or damage sustained by the User or third parties due to the suspension and/or interruption of access (also in relation to the hypotheses laid out in articles 6.2, 6.3, 6.4 above), or due to the modification or abandonment of the Site or services and contents or Technical Information.

### **7. Intellectual property rights**

7.1 All the texts, drawings, images, charts and other material and/or contents on the Site (including the Technical Information) are subject to the intellectual property rights of Dallara, its subsidiaries and/or associated companies and its licensees (if any). Dallara, along with its subsidiaries and/or associated companies, retains all the rights concerning the selection, organization and management of the Site materials and contents.

7.2 All registered trademarks on the Site are subject to the sole property of Dallara or its subsidiaries and/or associated companies, and its licensees (if any). The unauthorized use of any registered trademark on this Site is strictly forbidden.

7.3 The User may use the Site and contents and Technical Information solely in relation to the repair and/or maintenance of "*Dallara Stradale*" vehicles and, in any case, solely for the purposes permitted by law and, in particular, for the purposes envisaged by EC Reg. no.1400/2002 and EC Reg. no.715/2007, and subsequent amendments. Access to the Site and the relative services and contents including the Technical Information will not be intended as granting any license and/or right of use, of exploitation of intellectual property in the User's favor, further than those provided for by these General Conditions.

7.4 The User may use and document (download) the Technical Information for the purpose identified above (article 7.3). Any other use or exploitation (as reproduction, modification and publication) shall be permitted only with the prior written consent of Dallara and the respective intellectual rights.

### **8. User obligations and its liability**

8.1 The User undertakes (also on behalf of his representatives, employees, contractors and/or, in any case, any other person who has work relations - or any other type of relations - with the User):

- not to use the Site and the services and contents (including the Technical Information) (a) in such a way as to harm the structure, property, activities and/or image of Dallara or its subsidiaries and/or associated companies, or of its employees and/or contractors; or (b) in such a way as to influence or harm relations between Dallara and third parties;
- not to use the Site and the relative services and contents (including the Technical Information) in a fraudulent or illegal manner or without authorization;



- not to use the Site and the relative services and contents (including the Technical Information) in breach of current regulations concerning intellectual property, the applicable rules, and the regulations defined by Dallara;
- not to use the Site and the relative services and contents (including the Technical Information) in such a way as to disturb or prevent other Users' access;
- not to eliminate, hide or damage a copyright declaration, a trademark, or declarations of property rights, whether additional or contained in the Site and/or the relative services and contents (including the Technical Information);
- not to allow the diffusion or reproduction, in any form, wholly or partially, without authorization, of the Site and/or the relative services and contents (including the Technical Information);
- not to authorize access to the Site and/or the relative services and contents (including the Technical Information) - or their use - by or on behalf of third parties;
- not to create frames on other websites, using information obtained and/or drawn from the services and contents on the Site or referring to such services and contents (including the Technical Information);
- to consider the material and contents of the Site (including the Technical Information) as strictly private and confidential, and to adopt all the measures necessary, suitable and adequate to protect such confidentiality;
- not to disseminate and/or communicate and or resale to third parties, either wholly or partially, in any form, any material or contents of the Site, including the Technical Information;
- not to copy or reproduce, in any form, the material and contents of the Site (including the Technical Information).

8.2 The User assumes all liability for any direct and indirect damage caused and/or that may be caused to Dallara, its subsidiaries and/or associated companies, its employees and/or contractors, in the event of any breach of the obligations laid out in article 8.1.

8.3 Dallara will not be responsible for any direct or indirect damage suffered by the User or by a third party following the User's access to and/or use of the Site and the relative services and contents (including the Technical Information), to the maximum extent permitted by applicable law. The User undertakes to indemnify and hold Dallara harmless from any claim, lawsuit or compensation request resulting from - or linked to - the User's action or omission, or its use of the Site and the relative services and contents (including the Technical Information).

8.4 In addition, to the maximum extent permitted by applicable law, the User assumes all liability linked to - or resulting from - any damage caused to persons (including Dallara and the User) and/or property due to access to the Site and/or



the use of the relative services and contents by the User, or due to the unauthorized, non-compliant and/or illegal use of any services made available by Dallara.

## **9. Disclaimer**

9.1 The Site (including, without limitation, all content, software services, materials and Technical Information made available or described on the Site) or any other service provided via the Site, is provided "as is". Use the Site and its contents and service is at User's risk.

9.2 The Site has informational purposes only. It is User's responsibility, as an experienced and qualified repairer or servicer of "*Dallara Stradale*" vehicle, to satisfy the suitability and accuracy of the information that User has downloaded from the Site and the manner in which User will use that information and contents. Then, to the maximum extent permitted by applicable law, under no circumstances can Dallara be held responsible for the repair and/or maintenance operations carried out on the "*Dallara Stradale*" vehicles of the User or of third parties, using the services and/or contents (including the Technical Information) on the Site, as the entire responsibility lies with the effective executors.

9.3 Dallara provides no guarantee with regard to:

- the adequacy and accessibility of the Site from the viewpoint of the User (i.e. the availability of the Site for use anywhere and/or at any time);
- the absence and/or the non-transferability of computerized viruses or other harmful programs, components and elements from the Site and/or the servers hosting it;
- the correctness and/or updating of any text, information and/or declaration contained in the Site or obtainable via the Site;
- the constant, interruption-free availability of the services and contents (including the Technical Information) on the Site.

9.4 Dallara disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or in any way related to any errors in or omissions from the Site and its contents.

## **10. Site updating. Modifications to General Conditions**

Dallara reserves the right to make - at any time, at its own discretion and without any obligation to forewarn the User - all the modifications, integrations and/or updates it considers necessary and/or merely appropriate in relation to both the Site and the relative services and contents (including the Technical Information), and to these General Conditions. Any modifications will be effective immediately upon posting on the Site, but only with respect to the oncoming purchases.

## **11. Data Protection**

User's data are processed in accordance with European Regulation No. 679/2016 and the current legislation on privacy. In particular, the User's data



will only be used in accordance with Dallara Privacy Policy (see the document in the Privacy Policy section on the Site).

## **12. General provisions**

12.1 Transfer of General Conditions is not allowed without the prior written authorization of Dallara.

12.2 Every communication and/or notification shall be in writing and can be sent by the User to Dallara at its registered office, its operational headquarters or any other address (including email) using the following delivery details:

FABBRICA DALLARA S.R.L.

Via Marconi, 18

Varano de' Melegari (PR), Italy

E-mail address: [aftersales.dallarastradale@dallara.it](mailto:aftersales.dallarastradale@dallara.it)

12.3 If any provision of these General Conditions are considered by any Judge to be invalid, illegal or ineffective for any reason, this provision must be excluded, and the remaining provisions will remain fully effective and binding in the same.

12.4 No waiver of Dallara to invoke the rights deriving from any breach of General Conditions shall be considered as a waiver of any subsequent breach of the same or of other provisions.

12.5 The total or partial invalidity or inapplicability of one of the provisions of these General Conditions will not result in the invalidity or inapplicability of the other provisions relating to the laws and regulations currently in force.

12.6 In addition to the situations defined elsewhere in these General Conditions, and in addition to those normally considered as such by Italian law, circumstances of force majeure expressly include strikes inside or outside the Company, inclement weather, government and legal restrictions and modifications applied to marketing forms, any hardware/software system faults or telecommunications failures, the deterioration of the Dallara servers, and any other situations beyond Dallara's control.

## **13. Specific Approval**

According to and for the effects of article 1341 of the Italian Civil Code, the User specifically approves the following articles: 4 (Order form. Duration); 5 (Fees and payments); 6 (Interruption of Site access. Site deny access); 8 (User obligations and its liability); 9 (Disclaimer); 15 (Applicable law and Jurisdiction)

## **14. Governing language**

These General Conditions are made only in English language, if there is any conflict in the meaning between the English language version and any translation of it in any other language, the English language version shall prevail.

## **15. Applicable law and Jurisdiction**

15.1 The provisions of these General Conditions are subject to Italian law and shall be interpreted and applied in compliance with such law.



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15.2 Any controversy regarding the validity, effectiveness, interpretation and/or execution of General Conditions, as well as the use of the Site and the relative services and contents (including the Technical Information) will be subject to the exclusive jurisdiction of the Courts of Parma, Italy, except in cases of mandatory jurisdiction. The application of international and/or UN agreements is expressly excluded.