

Attestation for vehicles of historic interest

Application Form

(hereinafter the **Form**)

Owner
(hereinafter the **Applicant**)

Authorised representative

Applicant's address (including telephone, fax, e-mail)

.....

Type of car
(hereinafter the **Car**)

Current location of the Car

.....

Chassis no.

Current colour

Current registration/licence plate number

- Documents:
- Registration certificate
 - Record of ownership
 - Technical file (Enclosure A) duly completed
 - Power of attorney of authorised representative (if applicable)
(hereinafter the **Enclosed Documents**)

Payment by
Applicant:

- Bank transfer to:
BANCA POPOLARE DELL'EMILIA ROMAGNA
MODENA BRANCH
ACCOUNT NO. 894454
SWIFT/BIC: BPMOIT22
IBAN: IT46105387129000000089445
(enclose copy of bank transfer confirm)
- Certified bank draft enclosed
- Debit to credit card number
(Type of credit card: Visa, American Express, etc.)

Terms and Conditions

1. By delivering the Form and Enclosed Documents to Ferrari S.p.A, Modena, Italy, (hereinafter **Ferrari**), the Applicant requests Ferrari to determine whether an Attestation for vehicles of historic interest (the **Attestation**) could be issued for the Car. The Applicant is aware, accepts and acknowledges that, if issued for the Car, the Attestation will not provide and may not be deemed to provide any attestation with regard to the authenticity of the Car, which can be determined solely by the procedure relating to the issuance of the Certificate of Authenticity.
Ferrari will evaluate whether an Attestation can be issued for the Car on the basis of the criteria established by Ferrari itself and posted on the www.ferrari.com website (hereinafter the **Criteria**). The Applicant hereby expressly acknowledges that he has read, understood and accepted the Criteria, and the present terms and conditions, pursuant to which the examination of the Car will be conducted. The Applicant also acknowledges and accepts Ferrari's discretionary powers with regard to the Criteria which are defined as "General Criteria."
2. The examination of the application will be conducted as follows:
 - i. On receipt of the Form, the Enclosed Documents and the Entry Fee (see clause 4), Ferrari will carry out a preliminary review of the application. On the basis of this, Ferrari will then decide either to continue with the review of the application or will immediately disallow the issuance of the Attestation if, on the basis of the Documents provided by the Applicant, Ferrari believes that the Car clearly fails to comply with the Criteria.
 - ii. Should Ferrari decide to pursue the examination of the Car, Ferrari will be entitled, at its own discretion, to ask the Applicant to provide it with any supplementary documents and/or information it may deem necessary. Ferrari will also be entitled to free access to the Car and to subject it – or parts thereof – to technical analysis or examination by its own experts or appointed agents. To those ends, Ferrari may, *inter alia*, request that the Car be delivered to an authorised Ferrari service centre of Ferrari's choice or, in absolutely exceptional circumstances, that the Car be shipped to Ferrari headquarters in Italy. In each case, this would be done entirely at the Applicant's own expense. Should the Applicant not comply with Ferrari's requests, the process will be deemed to have been terminated by the Applicant.
 - iii. Should the Car be found to comply with the Criteria, Ferrari will issue the Applicant with the Attestation.
 - iv. If the Car is found not to comply with the Criteria, Ferrari will inform the Applicant, citing the reason why the Attestation has not been issued.
3. Subject only to liability for gross negligence, Ferrari will not be liable to the Applicant and/or any third party who may purchase a car or effect any transaction whatsoever, on the basis of the Attestation. Furthermore, Ferrari assumes no liability with regard to the safety of the Car and/or its roadworthiness under any applicable laws or regulations. The Applicant waives all rights whatsoever with respect to the abovementioned on behalf of himself, his successors or assignees.
4. The Applicant will bear the costs of the certification procedure. Specifically, the Applicant will pay in advance a non-refundable fee of 500 (five hundred) Euro for the preliminary review of the application (the **Entry Fee**). Should Ferrari decide to continue the procedure, the Applicant agrees to pay Ferrari a retainer for the costs relating to the examination of the Car, the amount of which will be reasonably determined and itemised by Ferrari on the basis of the tests Ferrari intends to carry out, and then communicated to the Applicant. The Applicant acknowledges the fact that non-payment of this retainer will be deemed as termination of the procedure by the Applicant. Upon issuing the Attestation, the Applicant will reimburse Ferrari for any costs not covered by the abovementioned retainer as well as a lump sum to cover administration costs in the amount determined by Ferrari on the basis of the type of Car examined and the difficulty of the Attestation procedure. The resulting amount will be made known to the Applicant before the start of the Attestation procedure and may vary, according to the model involved, from a minimum of 1,200 (one thousand two hundred) Euro + taxes (if applicable) for cars built after January 1st 1980 to a maximum of 5,100 (five thousand one hundred) Euro + taxes (if applicable) for cars built before December 31st 1979.
5. The Attestation procedure, the present application and any dispute arising therefrom or in connection therewith, will be governed by Italian law.
6. Any disputes arising out of or in connection with the Attestation procedure, its outcome or the present application, will be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The language of the arbitration proceedings will be English. The place of arbitration will be Geneva. If parties deem it appropriate in order to facilitate the proceedings, the WIPO Arbitration Centre or the arbitrator may direct that all or part of the arbitration be conducted online or using other IT tools.

The Applicant

Place and date