

Application Form

(hereinafter the "Application Form")

Owner
(hereinafter the "Applicant") _____

Authorised representative _____

Address of the Applicant (including tel., fax, e-mail) _____

Type of Car
(hereinafter the "Car") _____

Current location _____

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 authorized representative (if applicable)
(hereinafter the "Enclosed Documents")

Payment by Applicant:

- Wire transfer to: BANCA POPOLARE DELL'EMILIA ROMAGNA
SUCCURSALE DI MODENA
ACCOUNT NR. 894454 - SWIFT: BPMOIT22
IBAN CODE: IT46L0538712900000000894454
(enclosed copy of wire transfer confirmation)
- Certified bank cheque enclosed
- Debit to credit card n. _____
Type of Credit Card (VISA, American Express, Master Card, etc.) _____
Expiration date _____

Terms and conditions

1. By delivery of the Application and the Enclosed Documents, the Applicant requests FERRARI SpA, Modena, Italy through FERRARI Classiche (hereinafter “FERRARI”) to determine whether the Car is authentic. The Applicant acknowledges that FERRARI will decide on the basis of the authenticity criteria established by FERRARI and posted on the www.owners.FERRARI.com web site (hereinafter the “Authenticity Criteria”). The Applicant hereby expressly acknowledges having read and understood the Authenticity Criteria and that he accepts the same as well as the terms and conditions hereof pursuant to which the certification procedure will be conducted.

2. The certification procedure will be carried out in the following manner:

(i) After having received the Application Form with the Enclosed Documents as well as the Entry Fee (see clause 4 hereunder), FERRARI will perform a preliminary review of the application. On the basis thereof FERRARI will decide, at its sole discretion, whether to continue the certification procedure or to disallow the issuance of the certificate of authenticity since, based upon the documents provided by the Applicant, FERRARI believes that the Car clearly does not comply with the Authenticity Criteria.

(ii) Should FERRARI decide to pursue the certification procedure it will be entitled, at its discretion, to ask the Applicant to provide such additional documents and/or information FERRARI may deem appropriate. FERRARI will also be entitled to free access of the Car and to submit it, or part thereof, to technical analysis or to FERRARI’s experts or appointed agents. To that effect FERRARI may, inter alia, require, at the expense of the Applicant, that the Car be delivered to the authorized FERRARI service centre of FERRARI’s

choice or, in absolutely exceptional circumstances, shipped to **FERRARI** in Italy, at Applicant's expense. Should the Applicant not comply with **FERRARI**'s requests, the certification procedure will be deemed to have been terminated by the Applicant.

(iii) If **FERRARI** believes that the Car complies with the Authenticity Criteria, it will release a certificate of authenticity (hereinafter the "**Certificate of Authenticity**"). The Certificate of Authenticity may contain qualifications with respect to components (chassis, engine, etc.) and/or other elements of the Car. In the event the owner of a Car, for which **FERRARI** has released a "qualified" Certificate of Authenticity, will, in the meantime, have had carried out such work as he feels warrants an "unqualified" Certificate of Authenticity, the Applicant will always be entitled to file a new application. In such event, **FERRARI** will start a new certification procedure, whereas the Applicant will have to pay only the actual costs related to such new procedure.

(iv) If **FERRARI** believes that the Car fails to comply with the Authenticity Criteria, **FERRARI** will inform the Applicant, motivating its decision not to issue a Certificate of Authenticity.

3. Subject only to liability for gross negligence, **FERRARI** will not be liable towards the Applicant and/or any third party who may purchase a car or enter into any type of transaction by virtue of the Certificate of Authenticity. **FERRARI** does not assume any liability in relation to the safety of the Car and/or its road suitability under any applicable law or rules. The Applicant, for himself, his successors and assignees, waives all and any right whatsoever in this respect.

4. **The Applicant will bear the costs of the certification procedure.** In particular, the Applicant will pay to **FERRARI** a non refundable advance in the amount of 500 (five hundred) Euro plus taxes (if due) for the preliminary review of the application (the “**Entry Fee**”). Should **FERRARI** decide to continue the procedure, the Applicant agrees to pay to **FERRARI** a retainer for the costs of the certification procedure, the amount of which will be reasonably determined and itemized by **FERRARI** in view of the tests **FERRARI** intends to carry out, and notified to the Applicant. The Applicant is aware of the fact that non-payment of such retainer will be deemed as termination by the Applicant of the certification procedure. Upon the issuing of the Certificate of Authenticity, the Owner shall refund Ferrari for any expenses incurred and not included in the above mentioned down payment, as well as for the administration costs, which shall be calculated and determined by Ferrari as a lump sum based on the type of vehicle certified and any difficulties encountered during the certification procedure. The resulting amount, which shall be communicated to the Owner before starting the certification procedure, may vary, depending on the vehicle model examined, from a minimum of 1,200 (one thousand two hundred) Euros plus taxes (if due) for the vehicles manufactured after 1st January 1980 (excluding special series vehicles for which the certification costs shall be determined from time to time) up to a maximum amount of 5,100 (five thousand one hundred) Euros plus taxes (if due) for the vehicles manufactured up to 31st December 1979.

5. **The certification procedure,** the present application and any dispute arising therefrom or in connection therewith, will be governed by Italian law.

6. Any dispute arising out of or in connection with the certification 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 the parties deem it appropriate in order to facilitate the proceedings, with the agreement of the Applicant, the WIPO Arbitration Centre or the arbitrator may direct that all or part of the arbitration be conducted online or by using other IT tools.

The Applicant _____

Place and date _____