



GENERAL SELLING TERMS, valid from the 01/01/2025

1. Application

These general selling terms must be applied to all the deliveries, services, offers and declarations of acceptance of Kivi Mobility Freedom Srl. They must be applied exclusively.

The contracting party with Kivi Mobility Freedom Srl will be hereinafter referred to as acquiring company.

When the supply is made on the basis of a distribution agreement or a grant for sale & installation undersigned with Kivi Mobility Freedom Srl, both conditions laid down in these general selling terms and those inside the contract will apply, as their provisions are in conformity with one other.

Orders, declarations of acceptance, collateral agreements, amendments and updates and any changes will be considered effective only if in writing.

2. Prices

The prices indicated in the order confirmation are those that will be billed to the acquiring company.

They refer to the list in force on the date of the order confirmation.

In the absence of indication of prices in the order confirmation apply those detailed on the invoice.

3. Transportation

The manner in which the carriage is made is listed on the order confirmation.

In case of method of delivery ex works and unless otherwise requested in writing by the acquiring company, Kivi Mobility Freedom Srl will support the transport and insurance costs then charge them to the customer in the first invoice.



What Kivi Mobility Freedom Srl will invoice to the customer for transportation and insurance costs will not be written on the order confirmation, but only in the invoice.

4. Payments, late payments and penalties.

The payment for the goods must be done according to the conditions specified in the order confirmation or invoice.

Delays in payments are subject to a 11% interest and all expenses related to the failure and the late payment.

In addition, after the first late payment, Kivi Mobility Freedom Srl is entitled to amend immediately and with unilateral decision the payment terms, referring also to current and not yet expired payments: Kivi Mobility Freedom Srl will have the right to ask for an immediate payment of them, the advance payment for all ordered and not delivered products and for all future orders.

5. Contract conclusion, orders changes, cancellations

In the absence of communications within 24 hours from the moment in that Kivi Mobility Freedom Srl sends out the order confirmation, all the conditions specified on it are entirely accepted, even without an express acceptance.

Although not specified in the order confirmation, apply the terms of these general selling terms.

24 hours after sending out the order confirmation, Kivi Mobility Freedom Srl doesn't accept corrections or cancellations and will proceed to send out what has been ordered.

The goods can not be returned to Kivi Mobility Freedom Srl for any reason, including the case of mistake in the compilation of the order.

6. Terms of delivery, partial deliveries, delays, force majeure clauses

The delivery dates are written in the order confirmation.



Kivi Mobility Freedom Srl is not responsible for delays in the deliveries when Kivi Mobility Freedom Srl receives the goods ordered from its suppliers late or it does not receive them from suppliers at all.

Kivi Mobility Freedom Srl reserves the right to make partial deliveries until exhaustion of the order.

In case of force majeure, failure of suppliers, strikes, riots, governmental ordinances that prevent temporarily Kivi Mobility Freedom Srl to deliver the ordered goods on time, the deliveries can be extended over the duration of the unavailability.

If this impediment lasts more di 12 months, both parties have the right to terminate the contract.

7. Warranty

Kivi Mobility Freedom Srl warrants that the products supplied shall be free of defects in design, material and workmanship within a period of three years from the date of invoicing.

The warranty on the gasrings under the wheel, the gasrings over the wheel and the brake lever LF901 lasts 5 years.

The warranty on the Renault Captur conversion lasts two years from the date of invoicing.

Kivi Mobility Freedom's warranty doesn't cover the parts subjected to wear, if the defect or the breakage is due to wear.

Kivi Mobility Freedom's warranty shall not cover defects in the products caused by incorrect assembly by the acquiring company, by improper use, inadequate maintenance, substandard repairs by the user or any third party, failure to observe the operating instructions or resulting from any other reasons beyond the Kivi Mobility Freedom's control.

The product loses the warranty if an unauthorised dealer tries to carryout any repairs and if the end user or any other third party does any modifications without the written consent of Kivi.

The warranty covers the product on the condition that the product is serviced every 12 months from installation by an authorised Kivi dealer.



In case of a defective product, after receiving the order filled in all its parts, Kivi Mobility Freedom Srl will send to the acquiring company all parts which are necessary to repair or to replace (at Kivi Mobility Freedom's Srl own decision) the defective product.

Kivi Mobility Freedom Srl will invoice the acquiring company what will be sent out following the effective price list and the order confirmation procedure above described.

The acquiring company must return the defective material to Kivi Mobility Freedom Srl agreeing, from time to time, the modalities of return with Kivi Mobility Freedom Srl. Not agreed returns will be charged to the acquiring company.

When the defective material will come back to Kivi Mobility Freedom Srl, Kivi Mobility Freedom Srl will make a credit note to the acquiring company for what previously sent to fix or replace the not working device.

This will not happen in case the material sent back by the acquiring company is, by a review of Kivi Mobility Freedom Srl technicians, damaged or tampered with. In this case will be charged to the acquiring company also all transport costs incurred for the shipment of the order and for the return of the equipment damaged or tampered with.

In the event that the returned material is fully functional, Kivi Mobility Freedom Srl will issue a credit note to the acquiring company but will charge travel expenses for the shipment and for the return of the material.

As indicated above, in case of defective products Kivi Mobility Freedom Srl will only send to the acquiring company the material to replace or to repair the defective products. In any case Kivi won't refund any workmanship or any direct and indirect cost incurred or suffered by the acquiring company for the intervention of assistance, repair or replacement.

The specialist labour needed to repair a product during the guarantee period will remain the responsibility of the acquiring company.

If the products are defective or cause damage when in the possession of the acquiring company, it will only be entitled to ask for the replacement or for the repair of the defective product, according to the choice of Kivi Mobility Freedom Srl, and Kivi Mobility Freedom Srl will not be required to pay any damages for any direct or indirect loss suffered by the acquiring company.



Where Kivi Mobility Freedom Srl considers that the intervention of assistance or repairs can be made exclusively in Kivi Mobility Freedom's premises, inform the acquiring company agreeing with it the conditions with which it will be made.

In no case, the acquiring company can send a product or a car to Kivi Mobility Freedom Srl for repairing without having been previously authorised.

8. Universal material

In cases Kivi Mobility Freedom Srl supplies to the acquiring company universal material to allow it to build driving devices and aids that Kivi Mobility Freedom Srl is not able to supply as specific kit for the car model, the responsibility of the assembly and of the installation is only of the workshop that did them.

In these cases Kivi Mobility Freedom Srl is not responsible if the devices realised and installed in the car are not realised and installed following the good rules of the art, are not suitable to be used by the end user or don't satisfy fully his needs and requests, cause bad working or damages to the car or to its electrical/electronic or mechanical equipment, cause accidents and/or injuries to the driver and/or passengers of the car. Kivi Mobility Freedom Srl doesn't take any direct or indirect responsibility for whatever kind of damage that may occur to the car and/or to the people inside or outside the car in that the installed device is involved. Universal products mean all those products that are not provided in a specific version for the model of vehicle in which they will be installed and that, consequently, operations involving cutting, folding and welding may be required from the acquiring company side. In these cases, Kivi Mobility Freedom Srl restricts itself to just the supply of the materials and the components needed to implement the product, that will be de facto not just installed but also created in the installed version on the particular car by the acquiring company. Consequently the civil liability of Kivi Mobility Freedom Srl will be limited to faults in the components effectively supplied by themselves, and will not extend to the operations carried out by the acquiring company, including, in particular, those aimed at modifying the product itself.

It is noted that the following Products are always provided in the standard/universal version:

- Push and pulls
- Horizontal brake levers
- Radial handcontrols



- Accelerator pedals on the left
- Pedal extensions
- Automatic gear lever facility
- Parking brake facility
- Electric parking brake
- Automatic gear electrification
- K Start
- Power timer
- Manual and electrical tip up plates
- Sliding doors
- Door operators
- Wheelchair loading arms
- Pillar wheelchair hoists
- Lifts
- Kits for the automatic hatch opening
- Aids to transfer the passenger inside the car

9. Installation not in accordance with the best practice

When the acquiring company installs Kivi Mobility Freedom's products, either specific or standard/universal, not in accordance with best practice, and an intervention for repair or restoration by Kivi Mobility Freedom Srl or by any other workshop is necessary, Kivi Mobility Freedom Srl, or the workshop on its behalf, will have the right to invoice the working hours and the materials used for carrying out the above mentioned activities. In particular, we point out that the hourly cost applied by Kivi Mobility Freedom Srl, in this case, will be 45,00 Euros, with VAT in addition. Vehicle transport costs will be charged to the acquiring company.



10. Intellectual Property

The acquiring company undertakes to declare on every occasion that the Products are of Kivi Mobility Freedom Srl manufacture, not to remove the distinctive signs that Kivi Mobility Freedom Srl applies to the Products or to make them illegible, not to take any action that might be detrimental to the image and to the value of the trade-mark and to any other distinctive signs that refer to Kivi Mobility Freedom Srl and to respect all the laws currently in force in the territory in matters of industrial property.

In the event of violation of just one of these undertakings, Kivi Mobility Freedom Srl will be entitled to suspend each and every supply to the customer, immediately, without the need for any notice and without prejudice to the further possibility to take action against the customer in all the eligible legal settings.

The acquiring company recognises the goodwill that exists for the trade-mark and the distinctive signs that refer to Kivi Mobility Freedom Srl and recognises that any further goodwill, even if resulting from its activities, will be directly to the benefit of Kivi Mobility Freedom Srl, so that at the end for any reason of the business relation with Kivi Mobility Freedom Srl, nothing will be due under any pretext to the acquiring company for any increment in this goodwill.

The acquiring company will not be entitled to any type of indemnity or payment with reference to the share of the market held by Kivi products or to any other indemnity connected with the business relation with Kivi Mobility Freedom Srl

11. Confidentiality

Once the supply which these general selling conditions are referring to has been received, the acquiring company should keep the know-how and all information it becomes aware about Kivi Mobility Freedom's products and activities strictly confidential. It shouldn't disclose them to any third parties, for no reason.

Information received by the acquiring company in relation to Kivi Mobility Freedom's products and activities are strictly confidential and have an important economic value. They have to be kept with the utmost caution by observing all the reasonable security measures, which are also regarding all the employees.

12. Jurisdiction

In the event of contractual disputes the competent court will be in Turin and will apply the Italian law.