

Price List April
2019

MOTORA ENERGY

MOTORCYCLE, SCOOTER, SNOWMOBILE, ATV AND JET SKI **BATTERY**

FIAMM
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Code	Reference	Capacity Ah (10 h)	CCA A EN	Dimension LxPxH (mm)	Layout Terminal	Complete package N° Pz	End users' Price €
MOTORENERGY - AGM Technology (AGM - factory activated)							
7904470	FTZ7S-12B	6	70	113x70x105	M05	10	64,00
7904471	FTZ10S-12B	8,6	120	150x87x93	M12	5	118,00
7904472	FTZ14S-12B	11,2	150	150x87x110	M12	5	125,00
7904473	FT19-12B	19* 20hr	200	181x76x167	M11	3	97,00

MOTORENERGY - AGM Technology (AGM - with pack acid bottle)							
7904474	FTR4A-BS	2,3	30	113x48x85	14	4	55,00
7904475	FTX4L-BS	3	40	113x70x85	M04	4	33,00
7904476	FTX5L-BS	4	50	113x70x105	M04	4	44,00
7904477	FTZ7S-BS	6	70	113x70x105	M05	4	64,00
7904478	FTX7L-BS	6	75	113x70x130	M04	4	49,00
7904479	FTX7A-BS	6	75	150x87x93	M04	4	53,00
7904480	FT7-BS	6,5	75	150X65X93	M12	4	92,00
7904481	FT9-BS	8	110	150x70x105	M12	4	100,00
7904482	FTZ10S-BS	8,6	120	150x87x93	M12	4	114,00
7904483	FTX9-BS	8	120	150x87x105	M05	4	49,00
7904485	FT12A-BS	10	175	150x87x105	M12	4	86,00
7904486	FT12B-BS	10	150	150x70x130	M12	4	86,00
7904487	FTZ12S-BS	11	150	150x87x110	M12	4	122,00
7904488	FTX12-BS	10	150	150x87x130	M04	3	73,00
7904489	FTX14-BS	12	170	150x87x145	M04	4	83,00
7904490	FTZ14S-BS	11,2	230	150x87x110	M04	4	117,00
7904491	FTX16-BS	14	230	150x87x161	M12	4	104,00
7904492	FTX20L-BS	18	200	175x87x155	M04	3	116,00
7904493	FTX20CH-BS	18	270	150x87x161	M12	3	125,00

Code	Reference	Capacity Ah (10 h)	CCA A EN	Dimension LxPxH (mm)	Layout Terminal	Complete package N° Pz	End users' Price €
MOTORENERGY - FB Technology (flooded with pack acid bottle)							
7904436	FB4L-B	4	40	120x70x92	M04	6	19,00
7904437	12N5-3B**	5	45	120x60x130	M06	10	25,00
7904454	12N5.5-3B**	5.5	50	135x60x130	M06	10	30,00
7904453	FB7B-B	7	80	150x60x130	M06	5	40,00
7904438	FB7L-B	8	80	135x75x133	M04	6	42,00
7904439	FB7-A	8	80	135x75x133	M06	5	42,00
7904441	FB9-B	9	100	135x75x139	M06	5	38,00
7904442	12N9-3B**	9	90	135x75x139	M06	5	39,00
7904443	FB9L-A2	9	90	135x75x139	M02	5	61,00
7904444	12N10-3A**	10	100	135x90x145	M06	5	61,00
7904446	FB10L-B	11	100	135x90x145	M06	5	53,00
7904447	FB12A-A	12	130	134x80x160	M06	3	53,00
7904448	FB12AL-A	12	130	134x80x160	M06	3	53,00
7904449	FB12A-B	12	130	134x80x160	M06	5	55,00
7904450	FB14L-A2	14	150	134x89x166	M08	3	61,00
7904451	FB14-A2	14	150	134x89x166	M08	3	65,00
7904452	FB14L-B2	14	150	136x91x168	M08	3	61,00
7904455	FB16B-A	16	200	160x90x161	M04	3	74,00
7904456	FB16AL-A2	16	180	205x70x162	M02	3	85,00
7904458	FB16-B	19	200	175x100x155	M06	3	85,00
7904459	FB16CL-B	19	200	175x100x175	M05	3	91,00
7904460	F50-N18L-A**	20	200	205x90x162	M07	3	92,00
7905071	FB30CL-B	30	300	160x131x192	M12	2	132,00
MOTORENERGY - Flooded 12V (dry)							
7904457	51814	19* 20hr	160	186x82x173	M11	5	87,00
7904461	F60-N24AL-B	24* 20hr	220	186x126x170	M11	3	121,00
7904462	53030	30* 20hr	300	186x130x171	M11	3	121,00
7904463	53211	32* 20hr	240	233x131x167	-	-	144,00
MOTORENERGY - Flooded 6V (flooded with pack acid bottle)							
7904464	6N4-2A-4	4	15	70x70x95		10	19,00
7904465	6N6-3B	6	25	98x56x110	M06	10	19,00
7904466	B39-6	7	30	127x50x123	M06	10	25,00
7904467	B49-6	10	40	90x82x160	M06	5	34,00
7904468	6N11A-1B	11	50	120x60x130	M06	10	29,50
7904469	B38-6A	13	60	118x82x160	M06	5	39,00

GENERAL CONDITIONS OF SUPPLY OF PRODUCTS AND SERVICES OF THE COMPANY FIAMM Energy Technology S.p.A.

ART. 1 - DEFINITIONS

The following terms appearing in this text with a capital letter have the meaning given below:

Customer: it means the company or legal entity that buys FET Products and/or Services, signs these General Conditions and declares that it is not a consumer in the sense defined by law.

General Conditions: it means these general conditions of supply of FET Products and Services.

Confirmation: it means the written notice in which FET informs the Customer that its Order has been accepted.

FET: it means the company FIAMM Energy Technology S.p.A.

Order: it means the purchase contract proposal of Products and/or Services worded by the Customer and submitted for acceptance by FET.

Party: it means the Customer or FET or, when used in the plural, both of them jointly.

Products: it means batteries and industrial accumulators and/or the starting vehicle batteries sold by FET specified in the Order.

Services: it means additional and optional Product installation and testing services FET performs for the Customer upon request on the Products sold to the latter.

ART. 2 - EFFICACY OF THESE GENERAL CONDITIONS

2.1. These General Conditions regulate every supply of Products and Services hereafter by FET to the Customer. Therefore, once signed, every supply of Products and Services stipulated between FET and the Customer in future in accordance with Art. 3 - below mentioned shall automatically be governed by these General Conditions, except as provided in the clause 2.3 herof.

2.2. Unless agreed otherwise by the Parties, the Customer acknowledges that each Order and its Confirmation by FET is a separate and distinct contract and is legally independent from the others.

2.3. In case there are any differences between the provisions of various contract documents, the provisions contained in FET's Confirmation (or in any other written document issued by FET in reply to the Customer's Order) and in these General Conditions shall prevail over those contained in the Customer's Order, and the provisions contained in FET's Confirmation (or in any other written document issued by FET in reply to the Customer's Order) shall prevail over these General Conditions. Any oral agreements or statements made by distributors, agents and/or employees of FET concerning any aspect or method of supply of Products or Services will not be binding upon FET, unless such agreements and statements have been confirmed in writing by the latter.

2.4. Without prejudice to the provisions of the foregoing Clause 2.3, any changes to these General Conditions shall only apply and be effective if put in writing and signed by both Parties. FET's tolerance of the behaviour of the Customer in breach of these General Conditions shall not constitute waiver of any rights due from the breached provisions, or the right to demand due fulfillment of all terms and stipulations provided for herein, and cannot be intended as tacit acceptance of the non-fulfilment and/or as modification of these General Conditions by "conduct implying an intent".

2.5. If any of the provisions of these General Conditions turn out to be null and void, unlawful, ineffective or inapplicable, such provisions shall be considered as if they were not in, without prejudice to the other provisions, which will remain in full force, applicable and effective.

2.6. Any clause and/or forecast placed by the Customer in its Order and/or correspondence with FET which is contrary or additional to these General Conditions shall be considered null and void and ineffective by FET, if not put in writing and accepted in writing by the latter. In no case will the general conditions of purchase of the Customer, even if contained or referred to in the Order or in any other of the Customer's document addressed to FET, be binding upon the latter, even for tacit consent, unless FET declares in writing that it accepts them.

ART. 3 - CONCLUSION OF AN INDIVIDUAL SUPPLY: PURCHASE ORDER AND CONFIRMATION

3.1. The Customer's Purchase Order can be sent to FET in any manner (for example by email, fax or through agents). The Customer must always clearly specify the Products and Services it wishes to purchase in its Order and specify the identification number or code, the quantity and required terms of delivery or performance.

3.2. Once the Customer's Order is received, FET is free to accept or reject it, wholly or partially, at its sole discretion. In the event of acceptance, FET will send the Customer its Confirmation; if such Confirmation is not provided within 7 (seven) days from receipt of the Order, it shall be deemed accepted. In the event of partial acceptance of an Order, the supply will be considered concluded only with reference to the portion of the Order accepted by FET, which shall therefore not be required to fulfil or perform the unconfirmed portion of the Order.

3.3. After acceptance (complete or partial) by FET in the sense described in the previous clause, the Order cannot be cancelled by the Customer without the written consent of FET. After acceptance FET has the right to suspend fulfillment of the supply if: (i) the financial conditions of the Customer change substantially and/or the Customer finds itself in a potentially prejudicial situation such as: subjection to protests, revocation of the authorisation to issue cheques, pledges or mortgages taken out, subjection to enforcement or insolvency proceedings (even non judicial), winding-up; (ii) the Customer is late on payment of any sum owed to FET for any reason whatsoever, or non-fulfilling other obligations towards FET.

3.4. If FET wishes to avail itself of the right to suspension of performance referred to in the previous clause, it will notify the Customer immediately and can subordinate its fulfillment of the supply to issue adequate guarantees. If the Customer fails to comply with such request and/or if the causes of suspension adopted by FET persist for over 30 (thirty) days, without prejudice to any further right or remedy of law, FET has the right to cancel the supply without having to pay the Customer any indemnity and/or damages.

3.5. If FET sends a commercial offer to the Customer for Products and/or Services, it shall not be considered as a contract proposal according to Art. 1326 of the Italian Civil Code. Thus, if the Customer wants to avail itself of such an offer, it shall submit a Purchase Order and wait for FET's Confirmation, as described in clauses 3.1 and 3.2.

ART. 4 - PRICES AND PAYMENTS

4.1. Unless agreed otherwise by the Parties in relation to any individual supply, the prices of the Products are the ones given on FET's price lists in force when the Order is accepted and are for one Product, including packaging, net of taxes, contributions, customs and tax charges, delivered ex works (EXW - INCOTERMS ICC 2010). The prices given on the price lists are not binding upon FET, which reserves the right to change them at any time, based on changes in the costs of production and raw materials. On the other hand, the prices of Services shall be sent by FET when services are requested by the Customer.

4.2. The Customer shall pay the price of the supply according to the methods and by the time agreed upon by the Parties. Payments made through banks, post offices, finance companies or by cheque, money order, credit transfer or bank receipts are always accepted "subject to collection" and shall only constitute payment when the sum is collected. Any charges or fees due for payment (for example: drafts, bank receipts, cash on delivery, etc.) shall be borne by the Customer.

4.3. In the event of late payment, without prejudice to various and further legal remedies, FET has the right to ask the Customer to pay interest on late payment at the rate referred to in Italian Legislative Decree no. 231 of 9 October 2002, as amended and/or completed, except for the right to claim compensation for any further damage.

4.4. Payment of the price (or instalments of the price), and payment of any other sum due to FET by the Customer, cannot be suspended or delayed for any reason whatsoever, not even in the event of any delay in supply of the Products and/or Services or in case of Product flaws and/or defects.

4.5. The Parties agree that the Customer acquires ownership of the Products only upon payment in full of the price. In the event of supplies for which the Parties have not specified the price of individual Products, but only set a total price, transfer of ownership of all of these Products shall take place only after the total price has been paid in full.

ART. 5 - DELIVERY

5.1. Unless agreed otherwise by the Parties in relation to any individual supply, delivery of the Products and transfer of the risk, cost, burden and responsibility from FET to the Customer shall take place ex works (EXW - INCOTERMS ICC 2010). When agreed by the Parties, FET shall look after dispatch of the Products under the conditions and according to the methods agreed upon between them. Based on its organisational requirements, FET reserves the right to make partial deliveries.

5.2. The terms of delivery of the Products and/or Services shall be specified in the Confirmation (or in any other written document issued by FET in reply to the Customer's Order). If FET realises afterwards that it is unable to respect them, it shall notify the Customer immediately and give the new scheduled terms of delivery. In accordance with and due to the effects of Art. 1457 of the Italian Civil Code, all terms indicated in this clause 5.2 are to be considered non-essential.

5.3. In the event of a delay in delivery of the Products and/or Services with respect to the terms referred to in the previous clause, the Customer can ask FET to pay damages, limited to a maximum of 3% (three percent) of the price of the Products or Services supplied late.

5.4. In no case shall FET be held responsible for late delivery of Products and/or Services if this is due to a fortuitous or force majeure event or actions or failures of the Customer. Likewise, FET shall not be held responsible for late delivery due to the behaviour of its suppliers, if for any reason the suppliers alter, delay or fail to fulfil the supplies ordered by FET.

5.5. Without prejudice to the limits required by law, in accordance with art. 1382 of the Italian Civil Code, the remedies and compensation amounts specified in the previous clause 5.3 are limited, absorb and exclude any further remedy or compensation for the Customer deriving from or directly/indirectly related to late delivery of the Products and/or Services by FET.

ART. 6 - WARRANTY

6.1. Unless agreed otherwise by the Parties in relation to any individual supply, the Products are guaranteed to be free of defects for 12 (twelve) months from their delivery in the sense described in the foregoing Art. 5. Any complaints concerning the condition of the packaging, quantity, number, type and/or exterior characteristics of the Products (apparent defects) are to be sent to FET by registered letter with acknowledgement of receipt or certified email, within 8 (eight) days from receipt of the Products by the Customer, otherwise the Customer forfeits the right to the warranty. Any complaints concerning defects not found after a thorough check when the items were received (hidden defects) are to be reported to FET by registered letter with acknowledgement of receipt or certified email within 8 (eight) days from their discovery, but no later than 12 (twelve) months from delivery in the sense described in the foregoing Art. 5, otherwise the Customer forfeits the right to the warranty.

6.1.bis. In the event of supply of Services, the warranty on the Products installed and tested by FET is for 24 (twenty-four) months from the completion date of the test. In such case, any complaints concerning Product flaws and/or defects are to be reported to FET by registered letter with acknowledgement of receipt or certified email within 60 (sixty) days from their discovery and no later than 24 (twenty-four) months from completion of the test, otherwise the Customer forfeits the right to the warranty.

6.2. FET commits to remedy any Product flaw or defect attributable to it, found within 12 (twelve) months from delivery in the sense described in the foregoing Art. 5 or within 24 (twenty-four) months from completion of the test referred to in the foregoing Clause 6.1.bis, on condition that the Customer provided due notification of such flaws or defects in compliance with Clause 6.1 or 6.1.bis. At its discretion FET may choose to repair or replace flawed or defective Products. Repair or replacement of Products does not entail an extension of the warranty on the replaced or repaired Products, which will still be covered by the original warranty. Replaced Products are the property of FET.

6.3. If a report of flaws or defects is unfounded, the Customer shall refund FET all expenses (transport, appraisal, inspection, etc.) borne for inspection of the allegedly flawed or defective Products.

6.4. Without prejudice to the limits required by law, contractual and non-contractual liability of FET for damage caused by and/or correlated to Product flaws and/or defects is excluded. Contractual and non-contractual liability of FET for so-called indirect and/or mediated damage such as suspension or disruption of work or production activities, loss of earnings, missed opportunities, loss of profit, impossibility of respecting delivery deadlines or increased processing costs is also excluded. When any Product flaws and/or defects are found FET is only required to arrange for repair or replacement of items covered by the warranty at no cost to the Customer. Any other or further remedy, compensatory/punitive reimbursement, and/or other forms of compensation is excluded. If the Customer does not purchase the Products or Service as end user, the warranty provided by FET shall be limited to what is described in Art. 6 of these General Conditions. Any further warranty provided by law (including consumer protection standards) to be borne by the manufacturer, seller, contractor or any other intermediary shall be borne by the Customer, without prejudice to limits required by law, which, in accordance with Art. 131 of Italian Legislative Decree no. 206 of 6 September 2005, as amended and completed, waives any action of recourse, indemnity or the like against FET.

6.5. Without prejudice to the provisions of the preceding clauses, the warranty does not apply in the following cases: (i) the Customer makes further use of the Products after reporting flaws or defects in accordance with clause 6.1, or **6.1.bis**; (ii) flaws or defects are attributable to improper installation, technical negligence, inadequate storage, tampering, disassembly of the Products by the Customer or third parties and/or the Customer's failure to follow the instructions given in the user's manual and/or by FET about proper method of storage, installation, using and/or preservation of the Products; (iii) flaws or defects attributable to mistakes or negligence during transport or attributable to environmental or weather conditions the Products were subjected to after delivery; (iv) the Customer has made alterations, repairs and/or done maintenance on the Products without FET's prior authorisation; (v) Product flaws and defects caused by normal use (for example: running out of power).

6.6. Unless agreed otherwise by the Parties in relation to any individual supply, FET Products will not be made to comply with standards and regulations, including safety and injury prevention standards, in force in countries not belonging to the European Union. Further, unless agreed otherwise by the Parties, there is no other explicit or implicit warranty on the Products, for example such as good working or suitability for any specific purpose.

ART. 7 - LIMIT OF LIABILITY

7.1. Without prejudice to what is established in Articles 5 and 6 on late delivery and Product flaws and defects, and without prejudice to the limits required by law, FET's liability for execution/non-execution of the General Conditions and/or individual supplies, for unlawful action or objective responsibility cannot exceed the total price paid for the Product such liability is tied to. FET shall not be obliged to compensate the Customer for any direct and/or mediated damage and will not in any case indemnify the Customer for any damage, for whatsoever cause, the Customer is required to pay third parties.

ART. 10 - EXPORTATION

10.1. The Customer warrants that in the event the Products are exported or re-exported directly or indirectly it will scrupulously comply with all pertinent provisions of export control laws.

10.2. The Customer warrants that the Products (as well as all other goods deriving from the Products or incorporating them) will not be utilised either directly or indirectly for purposes contrary to peace and international security, for example for: (i) designing, developing, constructing and/or stock-piling nuclear, chemical or bacteriological weapons of mass destruction or for designing and/or manufacturing ballistic or tactical missiles; (ii) military or war-like purposes; (iii) supporting, protecting or assisting the activities described in the previous points (i) and (ii). In addition, the Customer guarantees that the Products will not be sold, rented, granted in a free loan and/or made available to third parties if it is aware or has reason to believe that such third parties will use them for aims contrary to peace or international safety mentioned above.

10.3. In the event the Customer fails to comply with the provisions in clauses 10.1 and 10.2 above, without prejudice to the individual and further legal remedies, FET has the right to cancel the relevant supply for non-fulfilment of the Customer pursuant to Art. 1456 of the Italian Civil Code.

ART. 16 - APPLICABLE LAW AND EXCLUSIVE JURISDICTIONS.

16.1. These General Conditions and individual supplies stipulated by the Parties in accordance with these General Conditions are governed by and interpreted in compliance with the laws of Italy. Application of the 1980's U.N. Convention on the international sales of goods (CISG) is excluded.

16.2. The Court of Vicenza, Italy, has jurisdiction over any dispute concerning or related to these General Conditions and/or concerning or related to individual supplies stipulated by the Parties in accordance with these General Conditions. Notwithstanding such attribution and additionally, only FET has the right when bringing legal action as plaintiff or claimant to bring such action before the competent Courts of the place where the Customer has its registered office, in Italy or abroad.

16.3. The Courts indicated in the previous clause 16.2. have exclusive jurisdiction.



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