



The car market is in deep crisis, partly due to the existing situation across Europe and partly due to the excessive power of automotive houses versus dealers. And not at the last place, due to the lack of uniform taxation law in Europe, which now encourage widespread evasion of VAT. It's the right moment for a major change and I believe that change is possible now, and today! We all know that information allows us to buy and sell our cars. The automotive houses try to fix their prices on all clients and customers. And when we manage to have cars at lower prices they demand from us not to put these cars on the market. This is contrary to fair competition, contrary to our business interest, and against the interest of our clients.

Best Price S.p.A. was, and is, one of the companies that provides transparent information and relief from the pressures of automotive houses.

Thanks to all its clients, Best Price S.p.A turned into the company you see today. Over the past six years, thanks to the growth of our client base, our purchasing power has increased exponentially. For you, our clients, we are always trying to improve our services, offering you quick and easy access to all necessary information – our website is a proof of that, since it is unique of its kind.

And this is why today Best Price S.p.A is changing its strategy and aims to create the first and biggest **real, independent buying network**:



Clear rules, transparent information and broad representation. No one knows better than you that **"Unity is strength"**.

This initiative will allow us to access much lower prices, compared to what we have used up until now. Putting together the purchasing power of all of us traders, will give us the necessary weight to bargain with any stock manager.

It is the law of Supply and Demand that rules the market. Now, suppliers maximize their revenue by squeezing extra profit from every small client, one at a time. This practice will be impossible to implement, if the client is only one.

Best Price S.P.A., through the Buyers Club, will change the rules of the market. No one ever sold you cars at their purchase price, but we can do it.

Join the project by filling in the form. We also remind you, to download and print the Partnership agreement with the project rules. Fill in the details of your company and send by fax in advance. After that, send all documents by registered post to Best Price S.p.A. using the address as seen on the official company's letterhead.

BEST PRICE S.p.A.

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SEDE OPERATIVA: Str.da Cebrosa, 86 - 10156 Torino - Tel. +39 011.22.34.211 (20 linee r.a.) - Fax +39 011.29.79.010
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**PARTNERSHIP AGREEMENT
PROJECT "BEST PRICE BUYERS CLUB"**

- 1. PROJECT "BEST PRICE BUYERS CLUB"**
- 2. OBLIGATIONS OF BEST PRICE S.P.A**
- 3. PARTNERSHIP FEE**
- 4. BECOME A BEST PRICE BUYERS CLUB PARTNER**
- 5. HOW TO JOIN THE PURCHASE ORDER.**
- 6. PARTNERS' OBLIGATIONS.**
- 7. PARTNERSHIP TERM**
- 8. TRANSPORT MANAGEMENT**
- 9. STOCK ALERT BUYERS CLUB**
- 10. STOCK BEST PRICE FOR BUYERS CLUB PARTNERS**
- 11. APPLICABLE LAW AND COURT OF JUSTICE**

Attachments:

- *Registration Request Form* to be filled with the company's details of the Partner joined the initiative and send with the *Partnership agreement – project "Best Price Buyers Club"* to the Best Price S.p.A.
- A copy of *General Sales Conditions*.
- Join letter, to be send on official company's letterhead together with all other attachments.



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1. PROJECT "BEST PRICE BUYERS CLUB"

BEST PRICE SPA, with the establishment of "**BEST PRICE BUYERS CLUB**" aims to create an initiative turned to our clients in order to supply them with motor vehicles (for private or commercial use) at particularly favourable price conditions.

All partners will also receive better conditions for other services (for example "transport management" for definition, please refer to point 8.)

2. OBLIGATIONS OF BEST PRICE S.P.A

Through this initiative, **Best Price S.p.A assumes the following obligations** to its partners:

- To increase prices by 2.50% (two comma fifty percent) from the purchase price (negotiated by Best Price S.p.A) on each realized "STOCK ALERT" Partner purchase, putting incidental charges aside (refer to following point 2.1).

For illustration, if Best Price S.p.A buys a motor vehicle for 10000,00 Euro (ten thousand/00) it will offer the vehicle to the partners of "BEST PRICE BUYERS CLUB" at a price of 10250,00 Euro (ten thousand two hundred fifty/00) .

- To provide to the Partner joined the initiative, upon request, all relevant documentation, in order to verify the initial purchase by Best Price S.p.A and the price which the company paid. In doing so, Best Price S.p.A, will not disclose the identity of the supplier for confidentiality reasons.

- To provide at least 2 times in a week purchasing offers "STOCK ALERT" (for the definition, refer to point 9.)

- To return the amount paid for the purchase, except for force majeure circumstances, in case that the motor vehicles are not at the complete disposal to the Partner joined the initiative, more than 15 working days after the payment.

- To provide to the Partner joined the initiative, all necessary documentation for the registration of the motor vehicle in their own country.

2.1. ADDITIONAL INCIDENTAL CHARGES

Incidental charges are all further of vehicle purchase expenses met by Best Price S.p.A. for : Document Translation, Sending/Receiving Documents.



3. PARTNERSHIP FEE

The Partner, joined the initiative, will be charged with the following costs:

- Annual Fee of Euro 1000.00 (**one thousand, 00**) to cover the services provided by Best Price S.p.A. The fee has to be paid in advance by and no later 5 days from the date of the signed agreement, via bank transfer or credit card (this fee is payable apart from the fact that the Partner joined the initiative will make the purchases through Best Price S.p.A.).
- The expenses related to the additional incidental charges (ref. point 2.1) and the cost of the purchased motor vehicles, according to the methods of payment described at point 5.

Note: All expenses related to transport will be charged to the Partner.

4. BECOME A BEST PRICE BUYERS CLUB PARTNER

- a) Clients interested in this initiative must submit a *Registration Request Form*, available on our website www.bestpricespa.com/BC , or upon request, via fax.
- b) Pay the Annual Fee of Euro 1000,00 (**one thousand/00**) according to modality described at point 3..
- c) Send the proposal to join the project, stamped and signed by the Legal Representative of the company, together with a copy of his identity card, also the document, that certified the registration of your company in the Chamber of Commerce, and a copy of the receipt for the payment of Partnership Fee, by registered letter with return receipt to Best Price's head office. If the documentation described above is received in advance by fax in the next 24 hours, the Partner will be entitled to further benefits, however after the written confirmation of Best Price S.p.A.

5. HOW TO JOIN THE PURCHASE ORDER

Buyers Club Partner, who wants to make a purchase, based on the purchasing offer forwarded by Best Price S.P.A (STOCK ALERT) or based on website research

www.bestpricespa.com/BC , has to do the following:

- a) Contact Best Price's representative, responsible for the Best Price Buyers Club purchasing, who will provide you with all information regarding the vehicles, subject matter of a future purchase.
- b) Within 2 (two) working hours, after phone coordinating with Best Price the purchase details, the Partner will receive a confirmation of the order - by fax or email. The client has

to sign the confirmation and return it to Best Price within the next 24 (twenty four) hours. The order confirmation will contain all the expenses, charged to the client (Ref. p.2) and separately the costs relative to transportation (as described in point 8) .

If the client independently obtains more favourable transport conditions, he must notify immediately Best Price S.p.A and provide contact information for the transportation company, so that Best Price S.p.A. can contact and organize the transport.

c) Afterwards, and within 48 (forty eight) hours from sending a signed order confirmation, the partner has to make payment of the agreed price, by bank transfer, and send the copy of the payment's receipt by fax. In case of order cancellation will be apply a penalty.

The bank transfer must have the "currency date for the recipient" correspond to the date of the bank order, or to the following day. The bank expenses of the bank transfer must be charged to the partner.

d) BEST PRICE S.p.A verifies if the payment is received in its account and sends to the Partner confirmation by e-mail or fax.

e) At this point, following the instructions of the client, Best Price will organize the consignment of vehicles to the address, indicated by the Partner joined the project.

In case of missing instructions regarding this subject, the consignment will be organized through a carrier, selected by Best Price S.p.A.

6. PARTNERS' OBLIGATIONS

The Partner, who joined the initiative, once signed the join proposal, is obliged to:

- Accept expressly and respect all clauses herewith enclosed, otherwise penalty - immediately exclusion from the benefits of the initiative.

- Make purchasing orders and the payments according to the methods described in point 5 of this proposal.

7. PARTNERSHIP TERM

The Partnership has a fixed duration of 12 (twelve) months beginning from the date the partnership is approved from Best Price S.p.A and the consequent payment of the annual fee from the Partner. 30 (thirty) days before the expiry period of 12 (twelve) months the partner shall communicate to the Best Price his will to renew the partnership to the project Buyers Club according to the contract and economic terms in force at the time of renewal. It will be always the Best Price S.p.A. authority to confirm and approve the new join request.



In case in which the Partner didn't renew his partnership (subscription) and in the next months after the partnership expiration date intends to join again the initiative will be obliged to pay all the fees since the expiration date until the date of renewal, according to the economic terms in force at the time of renewal.

The full payment of current amounts has to be proceed according to the same method as used for the payment of the partnership (as described in point 4)

If the period between the withdrawal date and the date of renewal is more than 12 months, the amount due for the past period has to be fixed at 1 annual fee, according to the economic terms in force at the time of renewal.

8. TRANSPORT MANAGEMENT

This term means a service offered by Best Price SPA. It includes: agreement with the transportation company (offer by Best Price Spa or by the Partner), arrangement of consignment terms, providing all necessary documents.

The transport expenses and relative risks must be charged to the partner joined the initiative.

Consignment is realized free delivery (**franco delivery**) or even better for foreign companies "clause EXW" "EX WORK", according to the clause INCOTERMS 2000.

9. STOCK ALERT BUYERS CLUB

This term means the purchasing offer that Best Price SPA will propose to the partners of the club. These offers are not binding for BEST PRICE SPA.

More specifically, all offers send in "stock alert" are valid until the sell-out.

10. STOCK BEST PRICE FOR BUYERS CLUB PARTNERS

This term means the vehicles offer that Best Price SPA choose from its own stock and will propose to the partners of the club. These offers are not binding for Best Price S.p.A.

More specifically, all offers send in "Stock Best Price" are valid until the sell-out.



11. APPLICABLE LAW AND COURT OF JUSTICE

This joint proposal and resulting rights and obligations for both Best Price SPA and the partner joined the club mentioned above will be regulated, interpreted and executed in concordance with the Italian law in force.

The Court of Justice is the Court of Justice - Turin, Italy.)

I agree

(Stamp and signature)



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"I declare that I have read carefully and understood the point 5 (carrier choice), 7 (payment of fees in case of withdrawal or renewal of the contract), 8 (transport expenses and relative risks), 9 (non-binding contents from stock alert), 10 (non-binding contents from stock Best Price S.p.A. for Buyers Club's Partners) e 11 (applicable law and court of justice) of this partnership agreement and I accept them expressly."

I agree

(Stamp and signature)



I authorize expressly Best Price S.p.A. to the processing of collected company's data under the Legislative Decree n.196 /30.06.2003 and to use the material provided by me in the initiative promoted by Best Price Buyers Club.



I agree

(Stamp and signature)



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COMPANY'S DETAILS

COMPANY
VAT NUMBER
ADDRESS
CITY
POSTCODE
REGION
COUNTRY
NAME LEGAL REPRESENTATIVE
E-MAIL
PHONE
FAX
MOBILE (FOR SMS NEWS)
COMMERCIAL REFERENT
PHONE OR MOBILE
E-MAIL
ADMINISTRATIVE REFERENT
PHONE OR MOBILE
E-MAIL
WEBSITE
ALREADY BEST PRICE S.P.A. CLIENT <input type="checkbox"/> NO <input type="checkbox"/> YES LOGIN ID
BRANDS/TRADE
PERCENTAGE NEW CARS SOLD LAST YEAR
INTERESTING BRANDS/MODELS

Stamp and signature of the Legal representative

Best Price S.p.A
Strada Cebrosa 86
10156 Torino

Place and date _____

Subject: Join request to the Project Buyers Club

In the attachment I send you the Partnership Agreement to the Project mentioned above, correctly signed and filled in with the details of my company.

Stamp and signature of the Legal representative

BEST PRICE - GENERAL SALES CONDITIONS

OFFERS AND CONFIRMATIONS

All the seller's offers are not binding.

TRANSPORT, IMPORT TAXES, VARIOUS TAXES

The prices don't include further costs like customs duties, transport, insurance and possible additional charges, which are at the buyer's expense.

DELIVERY AND RISKS

All cars delivered to Buyer shall be delivered "Ex Works" as defined in the Incoterms 2000, and the possible risks of damages shall be met by Buyer), The buyer is obliged to pick up the cars and unload them. The delivery times are approximate.

ACCEPTANCE AND COMPLAINTS

The control relative to the number of the delivered vehicles has to be made by the buyer; the objections (complaints) have to be submitted immediately and in writing. The lack of material or possible damages have to be note on the delivery note and , if it's possible, officially verified. Complaints on used vehicles are not accepted. In no case buyer can delay a payment or to settle incidental debts.

Best Price S.p.A. provides exclusively the manufacturer's warranty (Original Equipment Manufacturer). Best Price S.p.A. cannot be held responsible in case of direct or consequential damages

REASONS BEYOND BEST PRICE'S CONTROL

Best Price S.p.A. cannot be held responsible in case of force majeure. In these cases Best Price can decide to delay the delivery of the vehicles until this problem is not solved or to cancel the purchase contract.

POSSESSORY TITLE

Best Price S.p.A. keeps ownership of the vehicles in stock alert till Buyer arrange the payment within the estimated times.

PAYMENT

The payment has to be made as described in point 5 of the Partnership Agreement – Project "Best Price Buyers Club"

BUYER'S NON-FULFILMENT

If Buyer has not complied with the obligations as provided in point 5 paragraph C) of the Project "Best Price Buyers Club", that is within 48 hours from the Best Price S.p.A order confirmation , Best Price S.p.A. itself has the right to break (cancel) definitively the sales contract and to ask compensation of damages.

VARIOUS

No reversion of rights and obligations of buyer is possible without the written approval of Best Price S.p.A. Change in sales conditions are only possible if they are expressed in written form.