

Definitions

Year: shall mean calendar year according to the calendar in force in the European Union.

Client: shall mean the buyer of HT Products.

Day: shall mean every working day excepted therefore Saturday, Sunday and every other holiday in the European Union.

Contract: shall mean the General Sale Conditions together with the Special Sale Conditions.

Disclaimer: shall mean the regulation the cases of discharge of responsibility, as elaborated by HT and mentioned in the relative website www.htspa.it.

Technical documentation: shall mean all the technical documentation developed and prepared by HT, containing not only but also the description and the conditions of use, utilization, maintenance and possible assembling of HT Products.

Part / Parts: shall mean, HT, the Client or both of them

HT Products: shall mean the products manufactured by HT indicated in the Special Conditions.

1. Introduction

- 1.1 The present General Sale Conditions are applicable together with the Special Sale Conditions to any order (hereinafter referred to as “Orders” or, as “the Order”), and are applicable to all kind of Sales, even if fractionized, subdivided or continuative sales, concerning the HT Products. In case of a possible contradiction between the General Sale Conditions and the provisions contained in the Special Conditions, the Special Conditions shall prevail.
- 1.2 Any Order placed by the Client, even in case of mere “facta concludentia” execution of the Contract, implies the acceptance of the present General Sale Conditions. Any possible General or Special Conditions prepared by the Client will not be applicable, neither in a partial manner, in case that Conditions have not been accepted in an expressive and written way.
- 1.3 Making an exception to the art. 1418 of the Italian Civil Code, the invalidity that should regard one of the clauses of the present General Sale Conditions, will not automatically invalidate the validity of the entire Contract.
- 1.4 The present General and Special Conditions represent the agreement reached between the Parties and they cancel and replace any other oral or written previous agreement, existent between the Parties.
- 1.5 Any eventual change or amendment of the present Conditions, Special or General, shall be made in written form by the Parties.
- 1.6 A waiver by either Party of any breach of any of the provision of the Conditions shall not be considered as a waiver of any subsequent breach of such provision or as a waiver of any provision itself.

2. Order

- 2.1 The Order shall be deemed valid and accepted by HT only if confirmed in writing by the latter through and once the confirmation has been sent to the Client together with the present General and Special Conditions, which, in turn, should be countersigned for acceptance by the Client and should be sent to HT.
- 2.2 Any order shall be considered not amendable and irrevocable and it shall not be voidable once it has been confirmed by HT.
- 2.3 Any advances paid by the Customer in advance of the delivery of the HT Products will be attributed to the payment of the total price of the Products themselves.

3. Characteristics of HT Products – Technical documentation – Technical modifications – Intellectual and industrial property rights

- 3.1 Any information concerning the characteristics and/or the technical data, the weight, the size, the prices and the productivity, or any other data of HT Products contained in the Technical documentation, leaflets, lists, catalogues and prospects have to be considered approximate and shall be considered as binding only when referred to in the present Contract.

The performances and the other data supplied by HT are nominal with tolerance limits in compliance with the applicable technical rules.

- 3.2 The Client declares to have examined the Disclaimer mentioned in the website www.htspa.it, Disclaimer that is here expressly mentioned and considered as part of the present Contract. The Client acknowledges all the information reported in the Technical documentation, Disclaimer, designs, documents and in the technical information are exclusively of HT property (even with regard to the intellectual and industrial property) and HT will supply them to the Client in a private and confidential way.
- 3.3 HT has the right to make any eventual technical amendments to its Products, even in the phase of the execution of the Order or at the time the Order has been already executed, amendments that should not modify the essential characteristics of the Products and should be considered, at its sole discretion, necessary or opportune for a better use of themselves.
- 3.4 It is absolutely forbidden for the Customer to reproduce or communicate to third parties, by any means, news or information that allows the reproduction or duplication of HT Products. Under the terms of the law, the company HT reserves the ownership of all the drawing documents provided to the customer with absolute prohibition of reproduction and / or disclosure to third parties, even if only partial, without specific written authorization from the company HT.
- 3.5 The contents of the technical documents in the revision index applicable on the date of the customer's order are considered valid.

4. Delivery

- 4.1 Delivery of HT Products: “Ex Works” – Susegana Italy (according to the Incoterms, version 2010), being understood that all the risks concerning the transport are at the exclusive charge of the Client, even if the transport of HT Products is organized by HT itself.
- 4.2 Save that the costs of the packing are at exclusive charge of the Client, and that the aforementioned costs are not included in the price of HT Products, as better specified in art. 7), HT has the right to determine the appropriate kind of packing depending on the transportation needs and requirements, by the way, HT shall not be responsible for any loss or damage occurred after the handed over of the HT Products to the carrier or the shipping agent, being agreed that the packing should be properly done. The packing is deemed to be properly done once the packed HT Products have been accepted by the carrier and/or the shipping agent.
- 4.3 The delivery schedule is to be considered approximate and not binding for HT. This notwithstanding, should HT not be able to deliver the Products on the scheduled time, it shall inform the Client of the delay, as soon as possible in writing, indicating, where possible, the new estimated date of delivery.
Only when the delay is due to HT and when this delay exceeds 3 (three) weeks, the Client could cancel its Order.
- 4.4 The Client accepts variations in the quantity of products delivered (over or under delivery) for the percentage indicated in the commercial offer and applicable to the quantity ordered. In the case of excess delivery, the Client undertakes to pay also for excess products according to the price indicated in the offer.

5. Warranty

- 5.1 All HT Products have been projected and manufactured according to the more modern criteria of assurance of the quality and in the full compliance with the European Union and Italian law in force, as well as in accordance to the applicable technical rules of reference, and have all the certification, including the conformity certification provided by the law. Save the case HT realize HT Products in accordance to the technical data intentionally supplied by the Client, HT Products are always conceived, projected and manufactured for a use on a industrial scale, mass-produced, therefore on a standard basis. The use of HT Products could be limited; therefore, it is suggested to examine the Technical documentation, leaflets and illustrative materials with the aim to know the general purposes for which they are fit.
- 5.2 The Client declares to have examined, with great care and a very high

attention, the Technical documentation and therefore it declares to know the technical characteristics of the single and specific HT Products, characteristics mentioned – not only in www.htspa.it website – but even in the Technical documentation, catalogues, leaflets and in all the other materials and technical documents prepared by HT, and then the Client acknowledges to have checked and ascertain that the HT Products have the necessary and opportune characteristics suitable to the use and the utilization the Client intends to assign. HT declines, therefore, any kind of liabilities for any possible malfunctioning of HT Products and/or for their limited use capability and/or with regard to different performances – in comparison with the performances mentioned in the Technical documentation, leaflets, and in their use and/or assembling manuals – and/or with regard to any eventual malfunctioning and/or limited capacity of use and/or for any damage regarding the apparatus/tools/devices inside which the HT Products have been inserted and/or collocated as components, as a consequence of a wrong choice and/or evaluation made by the Client.

5.3 HT will not be responsible for any kind of differences and/or defects of its Products, as well as HT will not be responsible for any vices caused and/or derived, even indirectly, from calculation mistakes and/or projects mistakes contained in the projects and/or in the designs, and/or in the technical documents and/or in the instructions or present in other kind of different documentation, prepared, supplied or placed at the disposal of the Client or even supplied by any third parties who operates at any titles, on behalf of the latter, save the cases of clear reconcilability of the mistake.

It is important to precise that the conformity of HT Products to the samples and/or to the descriptions contained in the Technical documentation, catalogues, leaflets and, in general, contained in the illustrative materials used by HT, must always be considered in a substantial way, it means that the Client could not object the so called “structural variances” and the “usual tolerances” regarding the HT Products purpose of the Order.

The Client declares to acknowledge that the “usual tolerance” for the HT Products is equal to 3.000 ppm (part per million) and therefore, in case of defects and vices under this threshold, the Client could not make any kind of claim or objections.

5.4 The warranty granted by HT includes:

- the free and complete repair or replacement of HT Products which should result not in conformity to the samples and/or to the Orders and/or in anyway defective and/or faulty;
- HT will have to bear all the costs of intervention and manpower necessary for the reparation and/or removal of vices and/or defects and/or for the differences verified and/or the costs for the replacement of the defective HT Products and HT has to replace them with more suitable Products.

The transportation costs of the defective Products, the travel and transfer fees regarding the HT personnel authorized to affect the repairs or replacement are at Client's charges.

5.5 Any possible defects or malfunctioning of HT Products will not give any rights to the Client to suspend or in anyway to postpone the payment of HT Products object of the claim, neither regarding other supplies.

Any other intervention and replacement of parts and/or components made by HT, covered by the present warranty do not require the renewal of the present warranty that has to be considered valid only with regard to the period foreseen in the following article 5.7.).

5.6 It is expressly excluded any usual and extra contractual liability as a consequence of the differences and/or defects and/or vices, even in the case in which the defects or differences and/or vices of the HT Products should have an epidemic nature.

5.7 The present warranty has a validity of 12 (twelve) months starting from the date of the Good's manufacturing.

The warranty is not valid and then it is not applicable in the following cases:

- as a consequence of a wrong choice made by the Client, or as a consequence of the non-compliance with the regulations indicated in the Technical documentation, catalogues, leaflets and in any other

material concerning, especially, the remarks made with regard to the installation, use and maintenance of HT Products;

- in case, in violation of what above mentioned, the HT Products have been inserted and/or collocated in apparatus/tools/devices and/or directly used at unusual conditions or without respecting the technical characteristics and the instructions suggested by HT and/or contained in the website www.htspa.it, in the leaflets and in the HT different illustrative materials, or in addition, not in accordance with the law and/or the technical rules, the technical customs or without respecting the common experience;
- in case the Client or the final user of HT Products has spontaneously modified the HT Products or in case the Client or the final user has repaired the HT Products without a prior authorization of HT;
- in case HT Products have been improperly used by the Client and/or by the final user and/or have been used on different conditions in comparison with the conditions indicated in the Technical documentation;
- in case the defects and/or vices and/or the malfunctioning have been caused by negligence or unskilfulness in the phase of assembling and/or with regard to the use of HT Products made by the Client and/or by the final user, or by overloading or a wear and tear caused by use extended in the time or caused by an improper use of HT Products;
- in case the HT Products have not been object of the maintenance service at the time foreseen and contained in the Technical documentation;
- in case the place of use of HT Products should be different from the one agreed, or if it should be subject to variations, or if it should be placed characterized by particular climatic and atmospheric conditions (i.e. including but not limited to, temperature lower than -5° or temperature above +40°C, very high humidity, dusty places, saline weather, presence of corrosive substances, etc....).

5.8 The warranty does not include:

- further costs and fees respect to the costs related to the reparation and/or to the removal and then replacement of the HT Products resulting defective and/or faulty and/or unlike;
- the damages or the compensation that do not constitute a direct consequence of the defect and/or of the vice and/or of the diversity of HT Products, raw materials and manufacturing process;
- the damages caused by an installation mistake of the Client or deriving from a lack of compliance with to the instructions provided by HT;
- the indirect damages or compensation, and those eventual deriving from the no use of the apparatus and/or of the device in which the HT Products are inserted, and damages that do not represent an immediate and direct consequence of the HT Product defects;
- the damages caused by a non-correct projecting of the apparatus and/or device, deriving from an unsuitable HT products position, and, in general, the damages deriving from a not correct evaluation of the HT Products destination;
- the present warranty has to be considered in force on condition that the HT Products defects have been notified to HT no later than 15 days after the discovery of the defect and/or vice and/or difference of the HT Products – by means of written communication by registered letter with advice of receipt, stated that the warranty will expire after 12 months starting from the date of the Good's manufacturing.

5.9 Any different warranties, from the Client to its retailers and Clients, even as final consumers, pursuant to the European Union law in force regarding the rights of the consumers, do not engage HT in anyway.

The above mentioned warranty excludes any other remedies and it has to be considered the only and exclusive remedy foreseen for the Client, with reference to the HT Products purchase, being, expressly understood that any kind of limitation and/or discharge of responsibility provided by the present warranty is referred to both the responsibility as against any third parties, pursuant to the legislation regarding the producer responsibility and the warranty provided by the law in force.

6. Cases of discharge of HT responsibility

HT is not responsible for any direct or indirect damages occurred to persons,

things and animals, if:

- a) the damages are due to:
 - I) negligence, unskillfulness, inappropriate use of HT products by the Client and/or its agents and/or by the final user;
 - II) lack, insufficient, inappropriate maintenance;
 - III) modifications or changes to HT Products supplied;
 - IV) not compliance with the instructions contained in the Technical documentatio;
 - V) use of not-original spare parts;
 - VI) not compliance with accident preventions and safety law.
- b) according to the technical and scientific know-how, at the time of the HT Products delivery to the Client, could not be considered as defective;
- c.) HT Products have not been used by a duly informed and trained personnel;
- d.) the person damaged, knowing the defect, has willingly ignored that defect and thus voluntarily exposed himself to a danger.

In all the aforementioned cases, furthermore the Client undertakes to guarantee HT against all the claims laid by third parties for whatever reason.

7. Price – Payment conditions - Late Payment -Client solvency

- 7.1** The prices of HT Products do not include packaging, delivery, transport costs, include assembly, installation (if provided) VAT, and other tax burdens.
The prices of HT Products shall be considered fixed and unchangeable if the delivery takes place within 180 days starting from the Order; in case of deliveries beyond the time limit aforementioned, for which HT is not responsible, the price-list in force at the time of the delivery shall be applied.
- 7.2** The Client shall not claim any eventual non-fulfillment of HT if it has not made regular payment. In any case, any possible non- fulfillment of HT shall not enable the Client to suspend or delay the payments, totally or partially.
- 7.3** In case of delay or non-payment of the price at the fixed day, or in case the solvency warranties of the Client should fall or should be insufficient, HT, at its own discretion, shall have the right, at any time, to suspend and/or cancel the Order and any further delivery and/or any other eventual Orders, by written communication to the Client.
If the payment has not yet been performed within fifteen days (15) from the date established for such payment, if the payment has not yet been performed, HT is expressly entitled to issue a Bill of exchange, payable at sight that the Client declares from now to accept and authorizes, including the expenses connected fees at the Bill of exchange itself.
- 7.4** Considering the provisions of the previous clause, in case of delay of the payment or in case of non-payment of the price at the established date, a moratoria interest determined on the basis of the current interest rate established by the European Central Bank increased by 2 (two) points shall be automatically calculated on the sum overdue and not paid, without any prior notice.

8. Environment

- 8.1** At the end of the product's life cycle, that is, at the end of its operational life, it is necessary to dispose of it taking into account its potential impact on the environment. For this purpose, it is recommended that the products be disposed of in full compliance with the laws in force in the country where disposal must take place.

9. Compliance with law and regulations

- 9.1** HT declares that all its Products comply with all the prescribed and applicable Italian and UE regulations and laws at the time of the Order.
- 9.2** In any case, HT shall not be considered liable for any restriction, penalty and not compliance with any regulation, rule, or law of the country of destination of HT Products included but not limited to quota, customs, labeling, packaging, voltage, technical and electrical requirements unless a written specific and detailed Client request is included and set forth in the Special Sale Conditions.

10. Dual-use

- 10.1** The refusal and/or export ban decisions, or any other kind of measures that could limit or forbid the exportation of HT Products from Italy or from any other countries of the European Union, issued from the competent Italian and/or European Union and/or another European Union member State Authority, against HT could lead, first to the suspension and, eventually, to the total cancellation and/or annulment of the order, without HT being responsible of such events and thus being the latter exempted from any liability, even in terms of damages.
- 10.2** The Client which declares to be aware of the European Union legislation regarding the transfer of dual-use technology, recognizes and thus grants expressly to HT the above said right of suspension and eventually of cancellation and/or annulment of the Client order, in case of a ban decision of the Public Authority.
With the cancellation and/or annulment of the Order, HT returns to the Client any account which should have been paid by the latter, without any neither interest nor revaluation obligation.
- 10.3** The Client assures and guarantees that the Products of HT are bought only and exclusively for civil use and that it is absolutely excluded any other different kind of use. Moreover, the Client declares and thus assures and, by so doing undertakes the obligation also on behalf of third parties, that the Products will not be re-exported outside its own country.

11. Applicable law - Jurisdiction

- 11.1** The present Contract is governed by the United Nations Convention on International sale of Goods (Vienna Convention 1980), and with respect to matters not covered by such Convention, by the law of Italy.
- 11.2** If this Contract is translated into any other language, the Italian Language version shall prevail.
- 11.3** The competent Court of Treviso (Italy), the place where HT has its registered office, shall have exclusive jurisdiction in any action arising out of or in connection with this Contract.
As a partial exception of the provision as per the paragraph 11.3 herein above, HT is fully entitled to bring its action before the competent Court of the place where the Client has its registered office.

12. Clause/information for representatives, spokespersons and employees of client companies

The Client hereby acknowledges that the provisions of the privacy regulation – EU Regulation 2016/679 of the European Parliament and Council dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data, hereinafter “GDPR” – regard the processing of personal data, that is to say data concerning natural persons only, acquired and processed by HT for the conclusion and implementation of the Contract, and are not applicable to data regarding companies, authorities and associations. For the purposes of this Contract, the Supplier may process personal data concerning the Client, when it involves a sole proprietorship or self-employed person, and/or in any case the representatives, spokespersons, employees and associates of the Client.

The Client declares that it is aware, pursuant to article 13 of the GDPR, that the personal data it discloses for the conclusion and implementation of the Contract are collected and processed by the HT, as the Controller, solely for these purposes and for the associated legislative, administrative and accounting requirements, using suitable methods and procedures (including electronic ones), via its duly appointed internal personnel and external associates designated as processors or persons in charge of processing. The Client acknowledges that, concerning the personal data processed for the conclusion and implementation of this Contract, the natural person to whom the data refers (“data subject”) has the right to access, rectification, restriction, erasure, portability and objection (arts. 15–22 of the GDPR), as well as the right to make a complaint to the Italian Data Protection Authority (Garante per la protezione dei dati personali).

It is the Client’s duty to ensure the lawful usability of the personal data regarding, by way of an example, any of its representatives, spokespersons, employees and associates, which are disclosed to HT for the purpose of

HT Group – General Sales Conditions



concluding and implementing the Contract and, in particular, for the correct fulfilment of its obligations to inform the data subjects, in addition to obtaining their consent, where necessary, to the processing of their personal data by HT for the abovementioned purposes in accordance with the terms set out above.

Rev. n. 03 January 2021

The Parties declare to be fully aware of the above sale conditions and to expressly accept the following clauses according to Art. 1341 e 1342 of the Italian Civil Code:

art. 2) Order; art. 4) Delivery; art. 5) Warranty; art. 6) Case of discharge of HT responsibility; art 7) Prices – Payment conditions – Late payments – Client solvency; art. 9) Compliance with law and regulations; art. 10) Dual Use; art. 11) Applicable law - Jurisdiction.

Data, signature HT

Data, signature Customer
