

# HT SPA - General Terms and Conditions of Sale

## Definitions

**Year:** means the calendar year in accordance with the calendar in force in the European Union.

**Customer:** shall mean the purchaser of the HT Products.

**Day:** means any working day except Saturday and Sunday and any other EU public holiday.

**Contract:** shall mean these General Terms and Conditions of Sale together with HT offer and/or order confirmation accepted by the Customer.

**Technical Documentation:** means the technical documentation provided by HT regarding, among other things, the description and operation, use, maintenance and possible assembly of the HT Products.

**Party/parties:** shall mean HT and the Customer, both jointly and severally.

**HT Products:** shall mean the components manufactured by HT and indicated in the HT offer and/or order confirmation accepted by the Customer.

## 1. General

- 1.1 The Customer's acceptance of the HT offer and/or order confirmation, even when it takes place by means of a conclusive behaviour, involves the application of these General Terms and Conditions of Sale to the Contract. The General Terms and Conditions of Sale may only be waived in writing by the Parties and even then the not waved clauses shall continue to apply.
- 1.2 It is excluded the application to the Contract of any Customer's general terms and conditions. In the event HT SPA starts to execute the Contract without the written acceptance of the Customer's general terms and conditions, this shall not imply any adhesion or acceptance from HT SPA.
- 1.3 Any amendments to the Contract proposed by the Customer shall only be valid if agreed in writing by HT SPA.

## 2. Order

- 2.1 The order received by the Customer shall be deemed accepted by HT SPA only if it is confirmed by HT's offer and/or order confirmation.
- 2.2 The order shall be deemed fixed and irrevocable from the moment it is confirmed by HT SPA.
- 2.3 Any down payment from the Customer the delivery of the HT Products shall be set against the payment of the total price of the aforementioned Products.

## 3. HT Products Characteristics - Technical Documentation - Intellectual and Industrial Property Rights

- 3.1 The information concerning the characteristics and/or technical specifications, weight, dimensions, performance or any other data concerning the HT Products contained in the Technical Documentation, brochures, price lists, or catalogues are purely indicative and shall only be considered binding if expressly referred to in the Contract.
- 3.2 Any drawing, technical documentation, technical information related to the use and/or assembly of the HT Products transmitted to the Customer before or after the performance of the Contract, will remain the exclusive property and ownership of HT SPA also for the protection of the industrial and intellectual property rights. They may not be used by the Customer for non-contractual purposes or copied, reproduced, transmitted or communicated to third parties without the prior written consent of HT SPA.
- 3.3 The drawings, technical documents or technical information related to the HT Products, which enable the manufacturing of the HT Products or parts thereof, transmitted to the Customer before or after performance of the Contract will remain the exclusive property of HT. They may not be used by the Customer or copied, reproduced or communicated to third parties without the prior written consent of HT SPA.

## 4. Delivery

- 4.1 Unless otherwise agreed, deliveries of the HT Products shall be deemed to be made "Ex works" (in accordance with Incoterms in the text in force at the time of conclusion of the contract). All transport risks shall pass to the Customer, even if HT SPA will take care of the shipment.
- 4.2 Without prejudice to the fact that the cost of packaging shall be borne by the Customer, since it is not included in the price of the HT Products, as set forth in the following Art. 6, HT SPA reserves the full freedom to decide the type of packaging according to the needs of transport and shall in any case be exempted from any responsibility with the successful delivery of the HT Products to the carrier or forwarding agent. HT SPA shall in no event be liable for the loss of or damage to the goods occurring after delivery or the passing of risks as set forth in the

Incoterms applicable to the Contract. The Customer shall in no case be released from the obligation to pay the price if the loss of or damage to the goods occurs after delivery or the passing of risks.

- 4.3 Taking into account the fact that the delivery term is to be intended as indicative and not binding for HT SPA, should the latter foresee that it will not be able to deliver the Products on the agreed delivery date, it shall promptly notify the Customer in writing indicating, where possible, the expected delivery date.
- 4.4 The Customer accepts exceptions to the quantity of Products delivered (over-delivery or under-delivery) by the percentage indicated in the offer, to be applied to the quantity ordered. In the case of excess product delivery, the Customer also undertakes to pay for said excess according to the price indicated in the offer.
- 4.5 In the event of the occurrence of causes beyond the control of HT SPA (such as, by way of example but not limited to, strikes, fires, floods, lack or scarcity of raw materials, delays in the granting of authorisations by the authorities and other impediments beyond the control of HT SPA), which temporarily make it impossible or excessively burdensome to deliver within the agreed terms, the delivery term shall be extended for a period equal to the duration of the impediment. HT SPA, having become aware of the impediment, shall inform the Customer of the existence of same and the probable effects on the delivery of the Products. Under no circumstances may the Customer claim compensation or indemnity of any kind from HT SPA.
- 4.6 In the event of Customer's refusal to accept partial deliveries or deliveries in advance of the agreed date, HT SPA reserves the right to charge the Customer for any expenses that may arise from the failure to take delivery of the goods.

## 5. Warranty

- 5.1 HT Products are designed, manufactured and controlled in full compliance with the laws in force in the European Union, as well as with the applicable technical reference standards. The Customer's request to apply to HT Products any reference regulations different from the European ones or valid for specific final applications shall be subject to the approval of HT SPA.
- 5.2 HT SPA warrants the quality of the products supplied and their conformity with the conditions and technical characteristics agreed with the Customer. The warranty is provided for a period of twenty-four months from the date of delivery of the goods and expressly excludes defects and faults that arise due to transport, improper use or improper storage or maintenance of the Products. Any claim concerning defects or lack of conformity of the HT Products shall be communicated to HT SPA in writing within eight days from delivery, in case of apparent defects, or within eight days from discovery, in case of hidden defects, failing such notification the Customer's right to claim defects will be forfeited. HT SPA warranty covers repairing or replacing HT Products. Returned goods with suspected defects shall not be accepted unless previously authorised in writing by HT SPA, which reserves the right to examine them in order to verify if the defect reported exists and is attributable to its own responsibility. Acceptance of returned goods for analysis does not in any way constitute any assumption of liability on the part of HT SPA, which reserves the right to charge the analysis and shipping costs to the Customer in the event HT SPA liability is excluded.
- 5.3 HT SPA does not warrant the non-compliance of the Products with any technical regulation or local laws of the country of destination of the HT Products that have not been agreed upon between the Parties (such as, for example, quota amounts, customs, labelling, packaging, voltage, technical and electrical requirements). It is therefore the Customer's obligation to verify that the HT Products comply with the laws of the country of destination and to inform HT SPA, at the time of the order, of any changes to be introduced. In this case HT SPA shall be free to refuse the order or to charge the Customer the higher cost. In any case, it is agreed that the Customer will take on responsibility that may arise from events subsequent to delivery or in any case to the transfer of risks to the Customer, including any damage to people or property. In such event the Customer shall hold HT SPA free and harmless and shall insure any related risk, without any right of recourse towards HT SPA.
- 5.4 Any other warranty or liability, also for damages to people or property, shall be deemed excluded and superseded by these General Conditions of Sale, including the Customers' right of recourse towards HT SPA for any warranty provided by them towards consumers, with the consequent obligation of the Customers to hold HT SPA free and harmless.
- 5.5 Any defects in the HT Products shall not entitle the Customer to suspend or in any event to delay payments of the HT Products as well as payment of any other supplies. Any interventions under warranty and replacement

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of parts or components by HT SPA shall not entail the renewal of the warranty, which shall be considered valid only for the period envisaged in paragraph 5.2.

- 5.6** The HT Products may have limitations in the conditions of use, therefore the Customer is obliged to examine with the utmost attention all the information reported - not only in the website [www.htspa.it](http://www.htspa.it) - but also in the Technical Documentation and/or in the catalogues and/or brochures/information documents prepared by HT SPA.

- 5.7** HT SPA designs and manufactures components intended to be installed and become an integral part of the Customer's equipment and/or finished systems.

It is therefore the Customer's responsibility to ensure that the HT Products possess the necessary characteristics for the use and/or purpose for which the Customer intends to use them.

The warranty granted by HT SPA does not apply in case the defects or lack of conformity of the HT Products occur due to a use other than stated in the technical prescriptions provided by HT SPA, incorrect design of the equipment in which the Products are installed and/or incorrect installation of the Product by the Customer. The warranty is also excluded in case the defects and lack of conformity occur due to a place of use different from the one agreed upon (by way of example, and therefore not exhaustive, temperature, high humidity rate, dusty places, salty climates, presence of corrosive substances, etc... ..) or in case of modifications, processing, manipulations to the HT Products carried out by the Customer after delivery and without the written consent of HT SPA.

### 6. Payment

- 6.1** The prices of the HT Products do not include the costs of packaging, shipping, transport, assembly, installation (if any) and VAT and other related taxes.

The price list in force at the time of delivery shall apply.

In the event of continuous supplies, HT SPA reserves the right to adjust the prices of the HT Products for any increases in production costs (such as, for example, the cost of raw materials and/or labour). In this case, HT SPA shall notify the Customer of the price increases applied, giving 30 days written notice thereof.

- 6.2** Payments shall be made in respect of any method and deadline agreed between the Parties. In the event of delay in payment, HT SPA may suspend deliveries of Products until payment is executed

- 6.3** In case of delay in payment or nonpayment with respect to the agreed date, as well as in case the Customer's solvency guarantees are lacking or diminished, HT SPA, at its sole discretion, shall have the right to suspend and/or cancel the order in progress, as well as any further delivery and/or remaining orders, giving written notice thereof to the Customer. In that case, HT SPA reserves the right to ask the Customer to pay the HT Products supplied until the time of suspension and/or cancellation of the order, as well as to ask the reimbursement of all expenses incurred until that moment (such as, for example, the cost of specific components ordered or of products in stock and/or in production used).

- 6.4** Without prejudice to the provisions of the preceding clause, in the event of delay in payment or nonpayment with respect to the agreed date, the Customer shall pay to HT SPA interest provided for in the event of late payment in commercial transactions according to Directives 2000/35/EC and 2011/7/EU on the overdue and unpaid amounts, without prejudice to other rights of HT SPA, including termination of the Contract.

### 7. Environment

- 7.1** At the end of the Product's life cycle, i.e. at the end of its operational life, it is necessary to dispose of ended Products, taking into consideration its potential impact on the environment. To this end, it is recommended that the Products be disposed of in full compliance with the legal provisions in force in the country where the disposal is to take place.

### 8. Dual-use

- 8.1** The measures of denial and/or prohibition to export or of any other kind which limit or prevent the exportation of HT Products from Italy and/or from any other European Union Country, issued by the competent Italian and/or European Union and/or any other European Union Country Authorities towards HT SPA, which could lead first to the suspension and eventually to the partial and/or total cancellation of the order, do not imply any kind of responsibility from HT SPA, which shall be considered as exempted from any kind of responsibility, including with regard to compensation for damages.

- 8.2** The Customer acknowledges and therefore expressly grants HT SPA the aforementioned right to suspend and possibly cancel the Customer's order in the event of a Public Authority measure.

In the event of cancellation of the order, HT SPA shall return to the Customer any advance payments received in the meantime, without any obligation to recognise interest or revaluation.

- 8.3** The Customer warrants that the HT Products are purchased to be used solely and exclusively for civil purposes and that any other use is excluded. Furthermore, the Customer warrants, assuming the undertaking of the third party, that the HT Products resold to a reseller will in any event not be re-exported outside its own country.

### 9. Applicable law - Jurisdiction

- 9.1** The Contract is governed by the United Nations Convention on Contracts for the International Sale of Goods (1980 Vienna Convention) and any matter not governed by that Convention shall be governed by and construed in accordance with the laws of Italy.

- 9.2** If the Contract is translated into another language, the Italian language version shall prevail.

- 9.3** The competent Court of Treviso (Italy), where HT SPA has its registered office, shall have exclusive jurisdiction for any dispute arising out of or in connection with this Contract. However, as an exception in the principle hereabove, HT SPA shall always be entitled to bring its actions or proceedings before the competent Court of the place where the Customer has its registered office.

### 10. Reasons for exemption from execution - Hardship - Force majeure

- 10.1** The Parties mutually acknowledge that a condition precedent for the successful performance of the contractual relationship between them is respect for the principle of good faith, equality and mutual benefit. That being so, if during the performance of the Contract, one of the Parties considers that the occurrence of circumstances not contemplated and not attributable to it, or in any event not related to normal business practice, entails undue prejudice to such an extent as to jeopardise and alter the interest in the performance of the Contract, that Party may request a review of the provisions of the Contract (Hardship).

- 10.2** The requesting Party shall send the other Party a written request to revise the Agreement, indicating the suggested amendments. The Parties shall consult one another in order to negotiate in good faith and do their best to revise the provisions of the Contract fairly. If, within sixty days from the date of the request, the Parties do not agree to amend the Contract, each Party shall have the right to terminate said Contract, giving the other Party thirty days' notice in writing. Alternatively, each Party shall have the option to submit the matter to a mutually agreed and appointed expert, who shall be instructed to suggest the amendments to the Contract deemed appropriate within a period of thirty days after receipt of the assignment. If the Parties do not accept the expert's opinion within thirty days of its issuance or if the Parties do not agree on the appointment of the expert, the Contract may be terminated by either Party by giving thirty days' notice in writing.

- 10.3** Each Party may suspend the performance of its contractual obligations when such performance becomes impossible or unreasonably burdensome because of a force majeure event, to be understood as an unforeseeable event beyond its control (including but not limited to: strikes, fires, wars, riots, floods, embargoes, power outages, delays in delivery or shortage of components or raw materials, computer viruses, pandemic).

- 10.4** If an event of force majeure occurs, the Party suffering the consequences shall inform the other Party of the occurrence of that event and its effects. The Parties shall do their utmost to take the necessary measures to nullify or reduce the effects of such an event.

- 10.5** During the force majeure event, the Party that suffers the consequences thereof shall not be held in default or liable for its inability to perform the Contract. Should the suspension due to the force majeure event last more than twelve weeks, each Party shall have the right to terminate the Contract by giving thirty days' notice in writing to the other Party.

### 11. Clause/information for representatives and employees of Customer companies

The Customer acknowledges that the provisions of the privacy legislation - Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, hereinafter "GDPR" - concern the processing of personal data, i.e. relating only to natural persons, acquired and processed by the Supplier for the conclusion and execution of the Contract and are not

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applicable to data referring to companies, entities and associations. For the purposes of this Agreement, HT may process personal data concerning the Customer, if the Customer is a sole proprietor or a self-employed person, and/or the Customer's representatives, exponents, employees or collaborators.

The Customer declares that it is aware, pursuant to Art. 13 of the GDPR, that the personal data communicated by the same for the conclusion and execution of the Contract are collected and processed by HT, as Data Controller, exclusively for such purposes and for the related regulatory, administrative and accounting fulfilments, using appropriate methods and procedures (including computerised), through its specially appointed internal staff and through external collaborators designated as data processors or persons in charge of processing. The Customer acknowledges that, with regard to personal data processed for the conclusion and execution of this Contract, the natural person to whom the data refer ('data subject') has the right of access, rectification, restriction, erasure, portability and objection (Art. 15-22 of the GDPR), as well as the right to complain to the Privacy Authority.

It is the Customer's responsibility to guarantee the lawful use of the personal data concerning, by way of example and not limited to, any of its representatives, exponents, employees and collaborators, that are communicated to HT for the conclusion and execution of the Contract and, in particular, the correct fulfilment of the obligations of information to the data subjects as well as, where necessary, of the collection of their consent, regarding the processing of their personal data by HT for the above mentioned purposes in the terms highlighted above.

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Rev.04 October 2024

The Customer declares full knowledge and acceptance of all the clauses of these HT General Terms and Conditions of Sale and specifically approves those set out in the articles: 4 (Delivery), 5 (Warranty), 6 (Payment), 8 (Dual-use), 9(Applicable Law - Jurisdiction), 10(Reasons for Exemption from Performance - Hardship - Force Majeure).

Date, stamp and signature of Customer

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