CAP.02 GENERAL TERMS AND CONDITIONS OF SALE

INDEX

1. **General Provisions**
   - **1.1.** Definitions
   - **1.2.** Terms and conditions
   - **1.3.** Variations
2. **Quotations, orders and price lists**
   - **2.1.** Quotations
   - **2.2.** Order confirmations
   - **2.3.** Confirmation in writing
   - **2.4.** Modification of orders
   - **2.5.** Charges
3. **Prices and terms of payment**
   - **3.1.** Prices
   - **3.2.** Payment
   - **3.3.** Late-performance interest
   - **3.4.** Lack of payment
   - **3.5.** Notification of objections
   - **3.6.** Suspension of deliveries
   - **3.7.** Deductions
4. **Terms of delivery**
   - **4.1.** Delivery of products
   - **4.2.** Responsibility
   - **4.3.** Time frames
   - **4.4.** Extension of the terms of consigment
   - **4.5.** Partial deliveries
   - **4.6.** Compensations
5. **Duty to inspect and accept products**
   - **5.1.** Delivery of products
   - **5.2.** Notification of defects
   - **5.3.** Communication
   - **5.4.** Acceptance
   - **5.5.** Costs
   - **5.6.** Return of Goods for Commercial Reasons
6. **Warranty terms**
   - **6.1.** Compliance
   - **6.2.** Repair
   - **6.3.** Proper use
   - **6.4.** Compliance with the requirements
   - **6.5.** Return of goods
   - **6.6.** Expenses
   - **6.7.** Implicit acceptance
   - **6.8.** Costs of return of goods
   - **6.9.** Property of the parts
7. **Limitation of liability**
   - **7.1.** Direct or indirect damages
   - **7.2.** Invalidation of contract

CAP.02 GENERAL TERMS AND CONDITIONS OF SALE

7.3. Implicit approval
7.4. Ownership of the information
7.5. Application limits
7.6. Product modifications

8. Retention of title

8.1. Properties of the products
8.2. Buyer-Seller Collaboration
8.3. Sales proceeds
8.4. Communication
8.5. Third-party recipients

9. Confidentiality / know-how / intellectual property

9.1. Confidentiality / know-how / intellectual property

10. Inspection

10.1. Inspection
10.2. Pressure relief valve setting

11. Personal data processing

11.1. Personal data processing

12. Force majeure

12.1. Force majeure
12.2. Suspension of the contract

13. Applicable law

13.1. Applicable law

14. Applicable court

14.1. Applicable court
14.2. Change of the applicable court

15. Final provisions

15.1. Invalidity
15.2. Redaction in two languages
15.3. Omissions and delays
15.4. Information
15.5. Seller's rights

16. Commitments of the Legislative Decree No. 231/2001

16.1. Commitments of the Legislative Decree No. 231/2001
16.2. Termination clause
16.3. Statements and Guarantees of the Legislative Decree No. 231/2001

1. General Provisions

1.1. The following definitions are used in this document:
– “Seller”: refers to HYDRONIT S.R.L.;
– “Buyer”: refers to a person, company or society the purchase order is received from;

– “Products”: means the goods, items, assembled products, components, tools, software, systems and documentation referred to in the order.

1.2. The terms and conditions set out below shall form an integral part of all the agreements executed between the Seller and the Buyer for the supply of the Seller’s Products and they shall prevail over any general rules drawn up by the Buyer.

1.3. The Purchaser acknowledges and accepts that the Seller may change, supplement or amend the General Terms and Conditions of Sale; in such case the Seller will take particular care that the Purchaser is promptly informed by including such modifications in the quotations or in any other written correspondence sent to the Buyer.

2. Quotations, orders and price lists

2.1. The prices issued are per unit, they are net and are in Euros.

Quotations are valid for a period of time indicated in the contract and/or in the offer and/or in the order confirmation, unless otherwise agreed, no longer than 12 months from the day of issue of the quotation in writing. However in the particular cases or in the case of force majeure the Seller reserves the right to cancel or change the quotations at any moment before issuing the written confirmation of order acceptance.

2.2. Orders placed by the Buyer shall not be considered as accepted before being confirmed by the Seller in writing.

2.3. Orders and/or modifications of orders placed verbally or by telephone must be confirmed in writing by the Buyer.

2.4. Any request to modify an already confirmed order, received later than after 5 working days from the issuance of order confirmation will be subject to payment fee which shall be borne by the Buyer. This charge for service management should be not less than the point 3 of Annex A "TAR.01.00", in the most recent version, even in the case of subsequent impossibility for the Seller to implement the requested modification. The Buyer will assess Seller’s request to modify an order and if agreement can not be reached the Seller will not be responsible for the absence of agreement and the Buyer may waive its request. In any case, the Seller shall not proceed with any modifications until written notice from the Buyer is received, containing a note about the additional costs previously agreed by the parties.

2.5. The order confirmed by the Seller is irrevocable for the Buyer after 5 working days from the issuance of order confirmation, unless any other exceptional regulations are stipulated in the contract and/or offer and/or the order confirmation. This does not affect the right of the Seller to accept the request to cancel the order, but in that case the Buyer will be charged for the service management at a cost of no less than the point 4 of Annex A "TAR01.00", in the most recent version.

3. Prices and terms of payment

3.1. The prices for the Products are exclusive of VAT which shall be payable at the date of delivery or subject to the specific provisions indicated in the invoice. Unless otherwise stated all prices quoted in any document or correspondence issued by the Seller do not include transport costs, nor the accessory charges indicated in the Seller’s sales up to date catalogue. Taxes, stamps, custom charges and any other supplementary cost are not included in the prices. Unless otherwise agreed those costs and expenses will be paid by the Buyer and, if they are paid by the Seller, their total amount will be invoiced to the Buyer in addition to the quoted prices.

3.2. The payment of the net invoice price shall be carried out without any reduction made by the Buyer according to what stated in the contract and/or in the offer and/or in the confirmation of order and/or in the HYDRONIT invoice.

3.3. In addition to other remedies permitted under the applicable law or in these General Terms and Conditions of Sale, in the contract or other commercial documentation, the Seller reserves the right to charge late-performance interest ex. Art 5 d.lgs 231/02 starting from the payment due date.

3.4. If the Buyer fails to make payments in the time and manner specified by the Seller or if the Buyer’s enterprise shall be operated beyond the ordinary course of business, meaning that, without limitation, when issue of acts of unlawful seizure or protest is made, or when payments have been delayed or insolvency proceedings were requested or promoted, the Seller shall have the right to suspend or cancel, at its sole discretion, further delivery and the buyer will have to be considered lapsed from the payment term indicated on the invoice, due to the effect the seller's credit will be immediately payable.

3.5. Also in case of notification of faults and defects, the Buyer will not be entitled to start or continue proceedings without previously paying the total price in accordance with the contract and/or offer and/or of the order confirmation, however indicated in the invoice. The payments under no circumstances shall be suspended or

delayed: should disagreements arise, the relative actions will not be started or continued unless the buyer had previously made the payment according to the fixed terms and procedures.

3.6. The Seller will anyway be entitled to interrupt the product supply should, at the Seller's sole discretion, the Buyer's economic conditions put the payment at risk.

3.7. The Buyer shall have no right to make any compensation, deduction or reduction unless the counterclaims have been conclusively determined by HYDRONIT.

4. Terms of delivery

4.1. Unless otherwise agreed, the delivery of the products shall be FCA (according to the definition given in the latest valid edition of Incoterms).

4.2. Each time the Buyer provides the means of transport he has the responsibility for its availability within the agreed time. The Seller shall immediately be informed of any delays. Any costs arising thereof shall be at the expense of the Buyer.

4.3. All the time frames, whether they are defined as obligatory by the Buyer, are considered as indicative by the Seller, and subject to a tolerance margin. Unless otherwise expressly agreed in writing any indicated delivery time shall be non-binding for the Seller. Unless otherwise agreed between the parties, the approximate time of the delivery is the one specified in the contract and/or in the offer and/or in the order confirmation.

4.4. The delivery terms are considered automatically extended in the following cases:
– should the Buyer not communicate the data necessary for the supply within the due time or should the Buyer request changes during work execution or in the event of delays in responding to the request of drawing and/or executive layout approval;
– should the Buyer have outstanding payments;
– should the Seller at his sole discretion have any suspicion that the Buyer's economic conditions put the payments at risk.

4.5. The Seller reserves the right to make reasonable partial deliveries.

4.6. In case of impossibility / delay in delivery due to force majeure none compensation can be requested from HYDRONIT S.R.L., for instance the reimbursement of the amount already paid for the supply that has become impossible. In case of delay, no compensation can be requested from HYDRONIT S.R.L..

5. Duty to inspect and accept products

5.1. Upon taking possession of the Products, the Buyer shall immediately:
– check quantities and packaging of the Products and record any objections on the delivery note;
– conduct a conformity check on the Products compared to the data indicated in the confirmation of order and register any discrepancies in the delivery note.

5.2. If the Buyer wish to notify about defect, shall comply with the following procedures and deadlines:
– the notification shall be made within 7 working days after the delivery of the Products to the Buyer. If the claim is related to a defect which, despite a first inspection did remain undiscovered, the objection must be raised as rapidly as possible, before the end of the working day on which the defect was discovered but in any event by no later than the date indicated in the contract and/or offer and/or the order confirmation, or within the time frame laid down by law.
– the above mentioned notice must be issued by filling the RMA template available on the website www.hydronit.com, strictly following the instruction contained therein, and forwarded to the Seller within the deadlines indicated above.

Any communication made by telephone or by other means, is considered as not performed;
– the notice must clearly specify the kind and amount of the defects with all the consignment information including the reference contract information;
– the Buyer agrees to make the objected Products available for inspection; such inspection shall be performed by the Seller or by an expert indicated by the Seller.

5.3. No objections with regard to the quantities, quality, type and packaging of the Products can be carried out in the way other than the above-mentioned procedure.

5.4. Any Product to which objection is not raised in accordance with the procedures and deadlines set out above, shall be regarded as approved and accepted by the Buyer.

5.5. The costs of transporting goods considered defective to and from HYDRONIT shall be borne by the purchaser.

5.6. The return of goods for commercial reasons, including unsold goods, shall not constitute a right of the Buyer and shall be subject exclusively to the Seller's prior written authorization. The Seller reserves the sole and absolute discretion to accept or reject any return request.

Any return request must be submitted in writing and approved in advance by the Seller (RMA authorization). Goods returned without prior written authorization shall be refused and returned to the Buyer at the Buyer's expense.

Authorized returns shall be accepted only under the following conditions:

a) Products must be new, unused, and in perfect condition, free from any signs of wear, damage, alteration, or scratches;
b) Products must not be older than twelve (12) months from the invoice date;
c) Products must not be obsolete, discontinued, customized, or specially manufactured items;
d) Products must be returned in their original packaging and in suitable condition for resale;
e) Transport costs and risks shall be borne entirely by the Buyer.

All returned goods shall be subject to inspection and verification by the Seller. Acceptance of the return and issuance of any credit note shall be conditional upon the Seller's confirmation that the above requirements have been fully satisfied.

For the return of loose components, the Seller shall retain thirty percent (30%) of the invoiced value as a handling, inspection, and restocking fee.

For the return of assembled power units, the Seller shall retain:

- forty percent (40%) of the invoiced value if returned within six (6) months from the invoice date;
- fifty percent (50%) if returned within twelve (12) months from the invoice date;
- sixty percent (60%) if returned within eighteen (18) months from the invoice date.

Under no circumstances shall returns be accepted beyond eighteen (18) months from the invoice date.

6. Warranty terms

6.1. The Seller hereby guarantees that the Products shall be free from defect and shall comply with the declared technical specifications.

6.2. Under warranty obligation, the Seller undertakes to repair the defective and/or faulty product and in case of need, at its own discretion, to replace within the limits of this contract, without any further refunding obligation deriving from direct and/or indirect and/or subsequent damage caused to the Buyer or any third parties due to product defects (including, but not limited to, production losses, damage to things or people, loss already sustained and loss of profits, etc.).

6.3. The warranty shall apply only provided that the product is used in suitable environments and strictly for its intended applications, in accordance with the technical catalogue and/or the contract and/or the offer and/or the order acknowledgement. Any improper or unauthorized use shall void the warranty.

6.4. For custom made components, the warranty is applied only if the purchaser proves to have complied with the instructions contained in the INSTRUCTION FOR INSTALLATION AND USE (MAN.00 rev 04 manual).

The Products are guaranteed for a period of 12 months from the date of the invoice of the Products themselves, unless otherwise established in the contract and/or in the offer and/or in the order confirmation.

6.5. Such warranty only includes the repair of the defective Products with the exclusion of any other and different obligation. The Product will be repaired by the Seller. The Buyer must request return product authorization from the Seller by means of filling of the apposite "Complaint – return – external service notice form" available on the website www.hydronit.com strictly following the instruction contained therein. Only after the confirmation of the return product authorization may the Buyer send the defective Product, at their own expenses, with the reason "under repair" to the Seller's office and/or the one communicated by the Seller.

The Seller will send the new Product or the repaired Product to the Buyer, charging the Buyer the costs of the shipment and/or repair (if necessary).

During repair of the return product under warranty, the replaced defective products shall remain the property of the Seller.

For the repair of return products out of warranty, the defective components out of warranty, may be used by the Seller as he sees fit, 15 days passed from the notice by the Seller to the Buyer relative to the non-operation of the warranty and failed of complaint of return through a written communication from the Buyer to the Seller.

The Buyer cannot claim anything since the failed of complaint of the piece shall be considered as renunciation of property of the same.

The product warranty after repair is 3 months.

6.6. Should the Buyer, in agreement with the Seller, require the replacement and/or repair to be carried out at the Buyer's plant, the Buyer will pay for travel expenses and accommodation for the technical staff provided by the Seller and will provide with all the equipment and auxiliary staff needed in order to carry out the intervention in the fastest and safest way.
For goods returned for repairs not under warranty, the Seller applies a fixed service fee indicated in Annex A "TAR01.00" in point 1, in the most recent version and a labor price indicated in the specific "PREVRESO" estimate for analysis, disassembly, reassembly and testing, previously sent and signed by the Buyer.
In case of validity and applicability of the guarantee the repair is made withput the above mentioned charges.

6.7. The warranty shall not be valid if the defect or non-conformity is found to be dependent on incorrect or unsuitable applications of the product, or if the product has been operated incorrectly. Any alteration, change or replacement of product parts, which have not been authorized by the Seller can cause risk of injury and therefore releases the manufacturer from any civil or penal liabilities, and makes the warranty void in any case. The warranty does not cover electrical components and the parts subject to normal wear.

6.8. Unless otherwise indicated in the contract and/or in the offer and/or in the order confirmation, the repair of the product which is out of warranty is totally at Buyer's expense and it will be performed after approval from the latter on the repair quotation issued by the Seller when its cost exceeds the point 3 of Annex A " TAR01.00", in the most recent version.; for lower amounts the approval of the Buyer is considered implicit and the repair will be performed without issuing any estimate. If the Buyer does not accept the repair quotation or the product is not repairable, the Seller will request to the Buyer written instructions on how to treat the product (return or scrap) with the application at Buyer's expense of the "charge for analysis service", quantified at the point 3 of Annex A " TAR01.00", in the most recent version.

6.9. The parts returned to HYDRONIT and replaced under warranty are considered the Seller's property. The replaced parts that are not under warranty are the property of the Buyer and remain at its disposal for 2 weeks in which time they can be collected or the Buyer can give instructions for them to be sent, at their expense. After this time the Seller is authorized to consider such parts as scrap belonging to him and becomes entitled to dispose of them without being required to reimburse or compensate anything.

7. Limitation of liability

7.1. The Seller shall do everything in its power to deliver the Products within the time agreed, but shall not be liable for any loss or damage of any kind caused directly or indirectly by any delay in the completion of the contract or delivery of the Products; the application and/or reversal of penalties is also excluded.

7.2. The photographs, illustrations or any other data and information concerning the products as shown in catalogs, visuals, advertisements, the Seller's website are exclusively indicative.

Any discrepancies or deviations from these may not generate reasons or causes for not accepting the goods or invalidate the contract or be a reason for claims against the Seller.

7.3. All the drawings sent to the Buyer for approval will be considered as automatically approved by the Buyer unless they are returned to the Seller with notes and comments within 10 working days or within the time agreed when submitted to the Buyer.

7.4. All the tables, technical data and any other material and technical information included in the offer or provided with the supply will remain under the Seller's ownership and will not be reproduced or communicated to any third parties unless a written agreement is provided by the Seller. The Buyer will not be entitled to use them for purposes other than the ones indicated in this contract, in the offer and/or in the order confirmation.

7.5. The Buyer declares that has freely chosen the goods from the wide range of the Seller's products according to its free and sole discretion. The Seller is not aware and will not be responsible for the practical purpose for which the product concerned is destinated. The Seller will not be liable for the use of the products and the suitability of the product for the use and practical purpose for which the product concerned is destinated, whether the product is used individually or in connection with other products outside and/or inside complex systems. The Buyer freely chooses the product from the Seller's range and will have to verify the connection and functioning of the product inside the systems and complex equipment in which the product will be implemented. The Seller will be exclusively responsible for the correct functioning of the supplied products in accordance with the characteristics and performance indicated by the Seller. The Seller's responsibility is limited to the replacement and/or fixing and/or refund of the invoiced value.

7.6. The Seller will be entitled to make changes to the product at any moment, provided that those changes do not affect the product performance and/or specifications in a substantial way.

8. Retention of title

8.1. Unless otherwise differently established in the contract and/or in the offer and/or in the order confirmation, the product ownership is handed to the Buyer only with the total payment of the price, even if the products have already been assembled or installed in other products owned by the Buyer or third parties. Should the price not be paid, the Seller will expressly have the right to claim the ownership of the products also towards third parties or towards the Buyer, as well as the right to have the products released and returned (also with the right to undertake any legal action to obtain their release and return). The Seller will also have the right to disassemble and remove the products at the Buyer's expense. Without prejudice to the provisions of article 6.9.

8.2. If in the Country of the Buyer's domicile for the validity of the retention of ownership for the benefit of the Seller, it should be necessary to fulfil some administrative or legal formalities such as, without limitation, to register the products in public registers or to affix particular seals on them, the Buyer shall cooperate with the Seller and shall do its best to carry out all the necessary actions in order to obtain a valid rights on the Products with respect to the retention of ownership.

8.3. The Buyer shall have the right to dispose of the Products provided. In such a case, the proceeds coming from the sale of the products shall be transferred to the Seller up to the payment of the full price due by the Buyer to the Seller for the supply of products.

8.4. In the event of any third party action against the Seller's products delivered under retention of title, the Buyer shall notify such party of the Seller's property and shall immediately inform the Seller about such action. The Buyer shall bear the costs of any intervention.

8.5. The Buyer undertakes to inform the third party recipients of the products about the content of this provision, about the relevant commercial documentation and hereby undertakes to be an active part in supporting and fulfilment of the Seller's rights.

9. Confidentiality / know-how / intellectual property

9.1. Each identification plate and/or any other form of identification affixed to the products supplied to the Buyer by the Seller cannot be removed unless otherwise agreed in writing between the parties. Any alteration and/or modification of trade marks or of the technical data, however it may be applied, or of the plates applied by the Seller will constitute counterfeiting seen as unlawful act which may lead to legal actions being taken by the Seller against the Buyer and against the third parties holding the products. In these cases the Purchaser will lose the right to acknowledgement of the product warranty.
The Buyer – its employees, consultants, representatives and/or suppliers and/or sub-suppliers and/or clients – hereby undertake to not disclose to third parties and to not use, confidential information, such as technical, advertising, financial, commercial data, know-how, prices, costs, administrative information, operative data, present or future projects or strategies of HYDRONIT S.R.L., or anyway any other information that is not of public domain at the moment of disclosure, except for the purpose of the Contract and relevant applicative orders.
The Buyer, therefore, hereby undertakes to adopt all the measures necessary to guarantee and protect the confidential nature of this information and to inform their own employees and/or assigned personnel and/or partners and/or consultants and/or suppliers and/or sub-suppliers and/or clients – as regards what is stated in this article.
All the information and data collected during the course of executing the contract, including those which are processed by electronic equipment, unless it is already known by the Buyer by any other means, are considered strictly reserved and confidential and will be treated as such. They will, therefore, be used exclusively to execute obligations laid down by the contract and will, as and when required by law, by the contract or by professional ethics, be transmitted to third parties, employees or partners, already bound by confidentiality.
However, this obligation does not apply for the data that is in or enters the public domain, without the Buyer being deemed to have failed to guarantee its confidentiality, and as long as they have demonstrated to have applied all the necessary precaution to guarantee respect of the confidentiality obligations imposed on its employees and/or partners, assigned personnel and/or suppliers and/or sub-suppliers.
In the same way, any communication, information, report, or other kind of document, sent in any form and/or for any need, by HYDRONIT S.R.L. to the Buyer to fulfil the Contract, must be considered to be of exclusive use of the Buyer and exclusively addressed to their attention, considering any non-compliant use by the Buyer – including but not limited to sending this documentation to third party recipients, in the absence of the prior explicit authorisation from HYDRONIT S.R.L. – such a conduct is seen as violation of the rules outlined in the Contract. In any case, HYDRONIT S.R.L. may not be considered responsible towards third parties or the Buyer, for this non-compliant use by the Buyer themselves and/or by third parties.
Any use of the trade marks by the Buyer must not in any way be considered as a licence for them. Any use the HYDRONIT S.R.L. trade marks, or those which refer to them, outside or beyond the purposes of this Contract or for their exclusive profit and/or to transfer the right envisaged herein to third parties is not authorised.
The Buyer acknowledges that the trade marks and patents are the exclusive property of HYDRONIT S.R.L. or of third contractual parties of the latter who granted their use, where necessary in an exclusive way. Where

hereinafter reference is made to the trade marks, the reader must be informed of the rights of HYDRONIT S.R.L. or of the latter's contractual third parties over the trade marks and/or patents, with legible message.
The Buyer is forbidden to register or deposit trade marks or patents of HYDRONIT S.R.L. – or which may anyway lead back to them – on their own behalf or in any case behave or carry out any damaging activity to the interests of HYDRONIT S.R.L., either during the period of validity of the Contract or after. In the event of this, without prejudice to repaying the greater damages, the Buyer hereby undertakes to immediately transfer any registration and/or right on trade marks and/or patents concerned that has been obtained unduly in violation of this article to HYDRONIT S.R.L. and/or to the third party entitled, without consideration or any payment.
The Buyer acknowledges that all the materials (including but not limited to project documents, drawings and tables along with any updates of the same), produced for the Buyer when executing the Contract shall be provided to HYDRONIT S.R.L. in a hard copy and/or computer file, those are the exclusive property of HYDRONIT S.R.L..

As a consequence, the Buyer hereby undertakes to refrain from carry out or facts that may be or in any case result to be damaging to the above-mentioned rights of HYDRONIT S.R.L., in accordance with the laws regarding copyrights including the relevant rights of economic use.
The Buyer agrees to indemnify and hold HYDRONIT S.R.L., its representatives and/or consultants, employees, suppliers and/or subcontractors harmless from any claims of third parties caused by the failure to comply with specific regulations. The Buyer thus hereby assumes all the economic commitments – including any legal costs -, that may be necessary as a result of the Buyer or its representatives and/or consultants, employees, and/or suppliers and/or subcontractors not respecting the obligations set forth in this article.
By signing the Contract, the Buyer also declares to be aware that violating the obligations referred to herein may lead to the automatic termination of the existing contractual relations between the Parties.
It is agreed that the Buyer will be liable for the expenses regarding legal action that HYDRONIT S.R.L. considers necessary to carry out to protect its own interests.
This clause must be considered binding, for any other reason resulting from the Contract, even after its termination.

10. Inspection

All the products provided by the Seller (and its associated and/or affiliated companies) are subject to a final inspection before the delivery.
Standard test of a power unit includes:
1) Flushing at low pressure using hydraulic fluid with controlled contamination level, the aim is to eliminate any processing residues and eventual air bubbles
2) Functional verification of the power pack hydraulic schematic, made without external blocks
3) Testing at the maximum system allowed pressure with measurement of flow rate [l/min], actual pressure [bar] and, and in presence of the electric motor, current draw [A].
4) Setting of the pressure relief valve(s) of the power unit (and of eventual external blocks including relief valves) to the desired pressure. The pressure relief valve setting has a tolerance of +-10 bar.
5) Internal valves leak and system pressure holding test
6) Logging of the test data for each individual power unit (with issue of the relevant serial number) for product traceability purpose.
Please note, that the standard test does not include the following functional tests:
- leaking between tank and central body and external blocks and central body
- operation of external valves (which are pretested before assembling)
- setting of any pressure switche or pressure transducer

Upon request, a special test can be carried out, it should be agreed in advance, when commercial offer is being prepared. Any testing reports must be requested when sending the inquiry or at the latest when ordering.

11. Personal data processing

11.1.

The personal data of the Buyer shall be processed in accordance with the European and Italian data protection law (GDPR 679/2016 Legislative Decree n. 196/2003). The Seller is the data controller and will prepare the report envisaged by the law when any commercial understandings are signed.
The processing that any personal data provided will undertake has the purpose of executing and managing the contract and the connected legal fulfilments, such as the accounting, tax, customer/supplier management,

customer/supplier administration, contract and invoice administration.
Some data may also be communicated to third parties and professionals of the HYDRONIT S.R.L. network in order to fulfil normal business activity. The Seller also informs that during the course of participation in calls for tender, advertising initiatives, meetings and anything else that the Seller deems useful for developing its own commercial activity, the personal data of the Seller (or “professional curriculum provided”) may be disclosed to the third parties concerned.

12. Force majeure

12.1. The Seller shall have the right to suspend performance of its contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond its control, such as: war, conflicts or terrorist attacks, explosions, accidents, floods, sabotage; political decisions or actions (including the restriction of exports and the withdrawal of export licenses), strikes, lock-outs, boycotts, blockades, fires, riots, revolutions, requisitions, embargos, energy black-outs, delay in delivery of components or raw materials. Furthermore, the Seller shall not be obliged to supply any product, service or technology until the necessary permits and licenses requested by applicable laws for import and export of the Products (including, without limitation, those of the US, the European Union and of the jurisdiction in which the Seller is located or from which the goods are supplied) are received.

12.2. Should the Seller be prevented from fulfilling its contractual obligations, for the reasons referred to in previous paragraph of the present file, for more than 180 consecutive days, either party may, without liability, stop the execution of the agreement by giving written notice to the other party, it still being understood that the Buyer shall pay all costs and expenses related to benefits in the course or pay products and services already received on termination.

13. Applicable law

13.1. These General terms and conditions of sale and all the agreements executed between the Seller and the Buyer shall be governed by Italian laws with the express exclusion of the United Nations Convention of Vienna of 1980 on Contracts for the International Sale of Goods.

14. Applicable court

14.1. Any dispute arising between the parties in connection with the interpretation, validity or performance of the present General Terms and Conditions of Sale and of all the relevant agreements, shall be of the exclusive jurisdiction of the Court of Monza.

14.2. It is agreed between parties that only the Seller, at its sole discretion, may have the faculty to waive the exclusive jurisdiction set forth in the previous paragraph to bring an action against the Buyer in its domicile and before any court of competent jurisdiction.

15. Final provisions

15.1. The total or partial disagreement resulting from the context described in the present General Terms and Conditions of Sale shall not affect the validity of the other provisions.

15.2. These General terms and Conditions of Sale have been drafted in both Italian and English languages. In the event of problems of interpretation the Italian version shall prevail.

15.3. Failure or delay by either party to exercise any right or remedy envisaged herein shall not be construed as a waiver of such remedy or right, furthermore the partial exercise of a right or remedy shall not prevent the parties from the future exercise of the remedies envisaged herein or regulated by law.

15.4. The Buyer undertakes to inform the third party recipients of the products about the content of these General Terms and Conditions and of the obligations and prescriptions otherwise regulated in the Contract or in any other commercial document.

15.5. The Buyer hereby undertakes to actively ensure that the Seller's rights are protected and satisfied.

16. Commitments of the Legislative Decree no. 231/2001

16.1. Code of ethics of the Legislative Decree no. 231/2001
The Buyer declares to have read the Code of Ethics of the Legislative Decree no. 231/2001 adopted by HYDRONIT S.R.L. and undertakes to respect it and to have it respected by its employees subject to its provisions. The violation of Legislative Decree no. 231/2001 represents a serious contractual breach with the right to terminate the contractual agreements as laid down in art. 1456 of the Italian Civil Code.
The Buyer will hereby hold HYDRONIT S.R.L. harmless for any sanctions or damage that may derive to the latter as a consequence of the violation of the Code of Ethics indicated by the Buyer or its employees.

16.2. Termination clause
If the Buyer or its employees should violate the provisions of the Code of Ethics of HYDRONIT S.R.L. of the Legislative Decree no. 231/2001– or should contribute to and/or adopt conduct aimed at instigating-, including committing – or contributing and/or conduct aimed at instigating – crimes envisaged by Legislative decree no. 231/2001 by the Buyer or its employees or also in the event of investigation regarding the Buyer or its employees subject to the seizure of the workplace, confirmed by the legal authorities, HYDRONIT S.R.L. may terminate the Contract with a communication to be sent by registered letter with acknowledgement of receipt. The termination will have immediate effect starting from the date of receipt of written notice by the HYDRONIT S.R.L., without prejudice to compensation of damages suffered and to be suffered.

16.3. Statements and Guarantees of the Legislative Decree no. 231/2001
The Buyer will anyway hold HYDRONIT S.R.L. harmless for conduct committed by its own employees which violates legislative Decree no. 231/2001.
The Purchaser guarantees that in respect of the provisions of Legislative Decree no. 231/2001, any consideration that is paid by the Buyer within this assignment is exclusively and entirely to remunerate the services rendered for carrying out the assignment given and they are hereby informed that it is a criminal offence, prosecuted by law, to use this consideration to pay unlawful activity, both in Italy and in other Countries. It is the Buyer's specific obligation to ensure that this commitment is fulfilled also by its partners or any other person or company that have business relations within the scope of this contract.

CAP.02 GENERAL TERMS AND CONDITIONS OF SALE

For acceptance

Place and date _____

“The Buyer”

Company name _____

Name and Surname of representative with powers of signature _____

Legible signature representative with powers of signature _____

Company stamp _____

The following clauses are expressly approved, according to the Italian Civil Code, pursuant to art. 1341 - 1342 c.c .:
1. General Provisions, 2. Quotations, orders and price lists, 3. Prices and terms of payment, 4. Terms of delivery, 5. Duty to inspect and accept products, 6. Warranty terms, 7. Limitation of liability, 8. Retention of title, 9. Confidentiality / know-how / intellectual property, 10. Inspection, 11. Personal data processing, 12. Force majeure, 13. Applicable law, 14. Applicable court, 15. Final provisions, 16. Commitments of the Legislative Decree No. 231/2001

Legible signature representative with powers of signature _____

Company stamp _____