



GENERAL TERMS AND CONDITIONS OF SALE

1. General provisions

- a) The terms and conditions indicated below form an integral part of the contracts concluded between the Vendor and the Buyer for the supply of the Vendor's products.
- b) These terms and conditions apply to all transactions concluded between the Vendor and the Buyer without the need for express reference to them or a specific agreement to that effect upon the conclusion of each individual transaction. Any different term or condition is applicable only if confirmed in writing by the Vendor.
- c) The Vendor reserves the right to amend, supplement or change these conditions, attaching these changes to the offers or to any correspondence sent in writing to the Buyer.
- d) With particular reference to price lists, the Vendor reserves the right to change them also during the relationship. In this case notification shall be made to the Buyer who is entitled to withdraw in writing within eight days from receipt. Should the right of withdrawal not be exercised, the new price list shall be considered accepted.

2. Offers and orders

- a) The offers of the Vendor are not to be considered binding, in particular with reference to quantities, prices and delivery terms.
- b) Orders placed by the Buyer are not considered accepted until they have been confirmed in writing by the Vendor. Should the Vendor not provide written confirmation of a verbally negotiated order, the issuing of the invoice by the Vendor or the execution of the order by the latter will constitute confirmation.
- c) Verbal or telephone orders and/or changes to orders must be confirmed in writing by the Buyer. On the contrary the Vendor assumes no responsibility for any errors or possible misunderstandings.

3. Prices and payment terms

- a) The prices of the Products are not VAT inclusive, which must be paid upon delivery or in accordance with the specific provisions indicated on the invoice. Upon acceptance of the order or invoice, the Vendor shall indicate the terms and methods of payment.
- b) Unless otherwise stated, taxes, duties, shipping costs, insurance, installation, training for the end user, after-sales service are not included in the prices. Prices are inclusive of packaging suitable for shipment.
- c) In addition to the other remedies allowed by the applicable law or by these general terms and conditions of sale, the Vendor reserves the right, without the need for specific formal notice, to apply default interest on the delayed payments pursuant to and in accordance with Italian Legislative Decree, 231/2002.
- d) In the event that the Buyer does not make the payment within the terms and according to the methods indicated by the Vendor or in the event that the Vendor's business is not conducted in accordance with normal business activities, intended as, without limitation whatsoever, the issuance of seizure orders or protested bills or when the payments have been delayed or bankruptcy proceedings have been initiated or requested, the Vendor, is entitled, at its sole discretion and without penalty and the defaulting Buyer waiving compensation for damages, to suspend or cancel further deliveries or to represent a demand arising from the business relationship as immediately due. Furthermore, the Vendor may in such cases request advance payments or a security deposit.
- e) The Buyer is not entitled to request any compensation, withholding or reduction except in the event that its application has in this regard been judicially or definitely accepted.

4. Terms of delivery

- a) Unless otherwise agreed in writing, any delivery term indicated is not binding on the Vendor. Unless otherwise agreed between the parties, the indicative delivery time is the one specified in the order confirmation.
- b) The Vendor reserves the right to make reasonable partial deliveries.
- c) The shipment of the goods is always carried out carriage forward, unless otherwise agreed between the Vendor and the Buyer. The goods shall always travel at the Buyer's risk. The Vendor is exempt from all responsibility

- d) Any liability for delivery resulting from force majeure or other unforeseeable events not attributable to the Vendor, including, without limitation, strikes, lockouts, provisions of the public administration, subsequent blockages of export or import possibilities, in consideration of their duration and of their scope, free the Vendor from the obligation to comply with any agreed delivery terms.
- e) The Vendor is not obliged to accept product returns, unless it has been expressly agreed in writing and in any case only carriage paid. Any costs incurred for this purpose shall be borne by the Buyer.

5. Duty of inspection and Product acceptance

- a) Upon taking delivery of the products, the Buyer shall immediately:
 - (i) verify the quantity and packaging of the products and record any objections in the delivery note;
 - (ii) perform a conformity check of the products with respect to what is indicated in the order confirmation and record any discrepancy in the delivery note.
- b) Any defects in the products delivered must be reported to the Buyer within eight days of delivery. Notification must be made in writing by e-mail/Certified Email/registered letter/fax and must clearly specify the type and amount of the alleged defects. Any notification carried out by telephone will not be accepted and shall not be effective for the purpose of the report. The Buyer agrees to make the disputed products available for inspection; said inspection shall be carried out by the Vendor or by an expert appointed thereby.
- c) Any discrepancies in the quantity of goods delivered with respect to the order will not give the right to terminate the contract or to suspend payments, but only to supplement the supply with the missing goods.
- d) As regards Aquatechnik branded products, the Buyer is obliged to allow access of the IIP Srl officers for tests and checks of conformity of the products with the standards.

6. Warranty terms

- a) The Vendor guarantees that the products are free from defects and comply with the technical specifications declared and that the Buyer declares to know.
- b) The warranty applies only to the products used for the purposes for which they are intended and in accordance with the specifications declared by the Vendor. Any improper use is to be considered prohibited. The warranty has the duration established by the law.
- c) The warranty will not be valid if the incident or malfunction depends on the incorrect or inappropriate application of the product, or if the same does not comply with the commissioning. Any changes or replacement of product parts not authorized by the Vendor, relieves the latter from civil and criminal liability, thus making the warranty void.
The warranty does not cover the parts subject to normal wear.
- d) The warranty operates exclusively for products purchased directly from Aquatechnik Group Spa or its authorized distributors.

7. Limitations of liability

- a) The Vendor is not liable for any compensation required for contract breach or non-fulfilment for loss of profit borne by the Buyer as a result of the use, non-use or installation of the products in other products, except in cases of wilful misconduct or gross negligence of the Vendor. In any case, liability shall not extend to indirect, not foreseeable damages and in any case outside the grounds in which the product warranty can operate.
- b) The Vendor will do everything in its power to deliver the products within the terms agreed, but under no circumstances can be called to answer for damages directly or indirectly caused by the delayed execution of a contract or delayed delivery of the products.

8. Changes to catalogues, price lists, information and advertising material

The Vendor reserves the right to make any changes that may prove technically necessary to catalogues, price lists and information and advertising material, even without prior notice. However, the images contained in the catalogues, in the information and advertising material are indicative and not binding.

9. Confidentiality

The Buyer undertakes to keep confidential and not to disclose to third parties, where this is not strictly necessary for the legitimate use of the purchased goods, for the entire duration of the relationship and for a further three years from the delivery of the last supply of each product, any information or technical data concerning the products purchased, their operation or use, as well as any commercial-administrative information relating to the contract for the sale of the goods.

10. Intellectual property of Aquatechnik Group Spa

- a) The Buyer expressly acknowledges that the trademarks, trade names or other distinguishing marks affixed to the goods are the exclusive property of Aquatechnik Group Spa and may not be altered, changed, removed or cancelled in any way. The Buyer has the limited right to use trademarks, trade names or other distinguishing marks, as well as any other industrial property right or production and commercial know-how incorporated into the goods and which remains the exclusive property of Aquatechnik Group Spa, for the sole and limited purpose of reselling the goods. Any different use of Aquatechnik Group Spa's intellectual property by the Buyer, unless expressly granted by Aquatechnik Group Spa in writing, shall be understood as a breach by the Buyer of the aforementioned exclusive rights of Aquatechnik Group Spa, also in terms of contractual liability and, as such, will be properly prosecuted.
 - b) The documents, drawings, data and information (both in paper form and on electronic support) that should be delivered to the Buyer, remain the exclusive property of Aquatechnik Group Spa and form support for a better representation of the products and are indicative of the performance of the product itself. The Buyer undertakes not to reproduce them, disclose them to third parties and to also take the appropriate precautions against their own personnel in order to guarantee their protection.
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11. Processing of personal data

The personal data of the Buyer will be processed in accordance with the provisions of Italian law (Legislative Decree no. 196/2003) and European (GDPR 2016) in force on the matter as per separate documentation that will be delivered and which the buyer will be required to sign.

12. Applicable law

The supply relationship will however be governed by Italian law.

13. Jurisdiction

- a) Any dispute arising between the parties as a result of the interpretation, validity or execution of these general terms and conditions of sale and related contracts concluded will be referred to the exclusive jurisdiction of the Court of Busto Arsizio.
- b) It is understood between the parties that only the Vendor, at its sole discretion, shall have the right to waive the jurisdiction of the exclusive court referred to in point a) to take legal action against the Buyer, at his domicile and before the competent Court.

14. Final provisions

The partial or total invalidity of individual provisions of these general terms and conditions does not affect the validity of the remaining provisions.