



HTC
Hi-Tech Ceramics



H.T.C. s.r.l. No. 2 Via dei Ponticelli, 25040 CORTE FRANCA (BS) ITALY Tel. +39 030 9826694 Fax +39 030 9826135

www.htc-ceramics.com e-mail: info@ht-ceramgroup.com

VAT No. 03101450173 F.C. 00589910140 B.R. Brescia E.A.I. Brescia 328546 Share Capital € 115,000.00 (fully paid)

GENERAL CONTRACTUAL CONDITIONS

1 APPLICABILITY OF THE GENERAL CONDITIONS - APPLICABLE LAW

1.1 These general contractual conditions apply to the sale of the goods listed on the invoice. Any deviation from these general conditions must be expressly approved and signed by the parties. This contract does not provide for exceptions in relation to any clauses contained in the general contractual conditions of the buyer that are not expressly referenced and signed by the parties or generically referenced with pre-printed wording on the purchase proposals, if applicable.

1.2 BY ACCEPTING THE CONSIGNMENT OF THE GOODS, THE BUYER HEREBY AGREES TO GOVERN THE SALE ACCORDING TO THE REGULATIONS CONTAINED WITHIN THESE GENERAL CONTRACTUAL CONDITIONS, AND TO WAIVE THE APPLICATION OF ITS OWN GENERAL CONDITIONS OF PURCHASE, IF APPLICABLE.

IF THE BUYER DOES NOT INTEND TO ACCEPT THE APPLICATION OF THESE GENERAL CONTRACTUAL CONDITIONS, HE/SHE IS REQUIRED TO COMMUNICATE THIS REFUSAL IN WRITING BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT AND/OR BY EMAIL WITHIN EIGHT DAYS OF THE DELIVERY.

1.3 In the case of exports, this consignment is governed by the CISG - United Nations Convention on the International Sale of Goods (Vienna, 1980). Italian law shall be applied for all matters not covered by this Convention.

2 CHARACTERISTICS OF THE PRODUCTS

2.1 H.T.C. S.r.l. does not sell exclusively manufactured products; nevertheless, HTC's clients may submit written requests for the seller to abstain from selling certain duly indicated products to clients or retailers by providing a list of the relative names; HTC S.r.l reserves the right to accept such requests

2.2 Any information or data regarding the technical characteristics and/or specifications of the products contained in the brochures, price lists, catalogues, or other similar documents are to be considered purely indicative. This data and information is only binding if expressly requested and agreed upon in writing between the parties.

2.3 HTC S.r.l reserves the right to ship a greater and/or lesser quantity of the goods in question within a tolerance of +/- 10% with respect to the quantity ordered.

2.4 H.T.C. S.r.l. guarantees that the products that it manufactures are compliant with the ceramic typology (and steel typology in the case of mounted items), the tolerances, and the design dimensions previously established, unless otherwise agreed.

2.5 The buyer hereby agrees to promptly send HTC all the modifications and specifications deemed necessary (drawings, specifications, etc.).



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H.T.C. S.r.l. shall transmit its position in this regard after conducting an appropriate evaluation

2.6 In order to fully satisfy the buyer's needs in relation to any goods that require particular tests and inspections before being definitively placed in production, HTC shall collaborate with the buyer and perform all the tests and sampling operations necessary to meet the buyer's specific needs. Once the buyer identifies the product that has the required technical characteristics, he/she shall approve the sample collection that will be prepared for this purpose; for all future sales orders regarding that specific product, HTC shall adhere to the approved samples, which shall constitute the reference products for any future disputes or objections.

3 PRICES

3.1 The prices are to be understood as free of VAT and ancillary charges.

3.2 Unless otherwise agreed, the prices are to be understood as Ex-Works (EXW INCOTERMS), with the express understanding that any other charges or expenses (special packaging, insurance, transport, etc.) shall be borne by the purchaser.

3.3 Unless they are contained within a proposal that is expressly indicated as irrevocable, the unitary prices of the goods are subject to change. All the offers formulated by H.T.C. s.r.l. are valid for thirty days from their date of issue and may be revoked with advance notice.

4 TERMS OF DELIVERY

4.1 Unless expressly agreed as mandatory, the terms of delivery are to be understood as indicative and do not grant the purchaser the right to seek any compensation or penalties for delayed deliveries. In the case of any disputes, the date of shipment and/or the transport document's date of issue shall be retained as valid.

4.2 H.T.C. S.r.l. may not be held liable for any delays caused by force majeure (as specified under art. 9.1) or acts or omissions by the purchaser (e.g. failure to communicate information necessary to complete the order, refusal to accept the merchandise, etc.)

4.3 With the exception of any wilful misconduct or gross negligence on the part of H.T.C. S.r.l., the written communication foreseen under art. 4.2 or the prompt notification of the onset of one of the force majeure events described under art. 4.3 or art. 9.1 shall negate the purchaser's right to seek any type of compensation for damages suffered due to the failed or delayed delivery of the merchandise.

5 COLLECTION AND SHIPMENT - CLAIMS

5.1 Unless otherwise expressly agreed, the consignment of the merchandise is to be understood as Ex-Works (EXW INCOTERMS), even when it is agreed that the shipment will be organized by H.T.C. S.r.l.

5.2 Whatever the case, regardless of the collection terms agreed between the parties, the risk of the goods' loss or misplacement is transferred to the buyer at the time of their collection by the first carrier.



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5.3 Any claims regarding the status of the packaging, or the quantity, number or exterior characteristics of the products (apparent defects), must be communicated to H.T.C. S.r.l. by registered letter with acknowledgement of receipt and/or

by email upon penalty of forfeiture within eight days of receiving the goods.

Any claims regarding defects that could not have been identified with a thorough inspection at the time of the products' delivery (hidden defects) must be communicated to H.T.C. S.r.l. by registered letter with acknowledgement of receipt and/or by email, upon penalty of forfeiture, within thirty days from the date upon which the defect was discovered.

5.4 In the case of apparent defects (packaging status, quantity, number or exterior characteristics of the products, etc.), H.T.C. S.r.l. may remedy any shortcomings within thirty days of receiving the communication described under art. 5.3.

With the exception of cases of wilful misconduct or gross negligence, in the event of such a prompt intervention on the part of H.T.C. S.r.l. to remedy any shortcomings encountered, the purchaser agrees not to seek any type of compensation for the damage incurred for the failed or delayed delivery of the merchandise.

5.5 Any potential claims or disputes shall not give the purchaser the right to suspend and/or delay the disputed payments and/or other payments for previous or subsequent sales.

H.T.C. S.r.l. shall inspect the pieces in order to ascertain its own responsibility, after which the appropriate compensation shall be provided in the form of warranty service and/or the issuance of a credit note

6 PAYMENT METHOD AND TERMS

6.1 The payment method shall be determined on a case-to-case basis through the order and/or order confirmation.

6.2 Any bank charges or commissions owed for the payment shall be borne by the purchaser.

6.3 If the terms of payment should not be respected, the purchaser hereby agrees to pay H.T.C. S.r.l. default interest calculated in accordance with articles 4 and 5 of Italian Legislative Decree no. 231 of 9/10/2002. If the payment is delayed beyond thirty days from the agreed deadline, the purchaser also hereby agrees to pay a penalty equal to 5% of the amount for which the terms have not been respected. The payment of any such penalties shall not preclude the possibility of further compensation being sought by H.T.C. S.r.l.

7 GUARANTEE OF PROPER FUNCTIONALITY

7.1 HTC S.r.l. does not guarantee that the goods will meet any particular technical specifications or characteristics, or will be suitable for any particular uses, unless these were expressly requested and agreed upon in writing between the parties at the time of the order and the order confirmation, or during the approval of the sample collection.

7.2 HTC S.r.l. hereby agrees to remedy any problems, quality issues, or conformity defects that may be encountered in relation to the goods within SIX MONTHS from the date of delivery, provided that the



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issue has been promptly communicated in accordance with the methods described under art. 5.3. H.T.C. S.r.l. may opt to either repair or replace the goods found to be defective.

7.3 With the exception of cases of wilful misconduct or gross negligence, if any problems, quality issues, or conformity defects are encountered in relation to the goods sold, H.T.C. s.r.l. shall be held exclusively responsible for their repair or replacement in accordance with the terms established under art. 7.2. It is hereby understood that this warranty supersedes and replaces the guarantees required by law and excludes any further responsibility on the part of H.T.C. s.r.l. (whether contractual or non-contractual) in any way relating to the products supplied (e.g. compensation for damages, loss of profits, recall campaigns, etc.).

7.4 Prior to returning any material found to be defective, the Purchaser must agree upon the relative methods with H.T.C. S.r.l. (Sales Department or Customer Service and Support Department). In order to be covered by the warranty, the material returned by the purchaser must be accompanied by a letter indicating: the code of the item being returned; a detailed description of the defect encountered; a chronological description of any actions taken to remedy the defect; the indication of the system upon which the product was installed; an estimate of the number of hours for which the product has been used.

Whatever the case, prior to making a "Carriage Forward" shipment containing any defective products, the purchaser must obtain written permission from H.T.C. s.r.l., which will otherwise be authorized to return the items received at the sender's expense.

With regard to payments for merchandise found to be non-compliant, please refer to article 5.5.

7.5 H.T.C. S.r.l. may not be held responsible for any direct or indirect damages that may be caused to persons, property, or third parties by the goods sold, even if these are a result of malfunctions and/or material or assembly defects.

7.6 Whatever the case, the warranty does not cover any faults or defects resulting from misuse, inadequate maintenance, or normal wear and tear, nor any modifications made to the goods without the prior written consent of H.T.C. s.r.l.

8 RETENTION OF TITLE

8.1 The goods included in this sale are subject to RETENTION OF TITLE, meaning that they remain the property of H.T.C. s.r.l. until it has received full payment of all the instalments and the balance of the total price.

8.2 The purchaser assumes full responsibility for the goods' deterioration, even due to accidents or force majeure, from the moment in which they are rendered available.

8.3 The non-payment of an amount greater than one-eighth of the total price or the failure to comply with other obligations set forth under this contract will result in its ipso jure termination and the consequent right on the part of H.T.C. s.r.l. to demand the immediate payment of the full price or else immediate return of the goods furnished. If the immediate return of the goods is requested, the amounts paid by the purchaser up until that point will be retained by H.T.C. s.r.l. as compensation for the goods'



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depreciation, without prejudice to the company's right to seek further compensation for any additional damages.

8.4 If any conservative and/or executive actions to its detriment are carried out in relation to the goods received, the buyer agrees to notify the judiciary official of his/her capacity as the MERE CUSTODIAN OF THE GOODS, and within 24 hours shall notify H.T.C. S.r.l. of the incident by registered letter with acknowledgement of receipt and/or by email.

9 FORCE MAJEURE

9.1 H.T.C. S.r.l. may terminate this contract or suspend its execution, without granting the purchaser the right to claim compensation for any damages, whenever its execution becomes impossible or excessively burdensome due to unforeseen impediments beyond its control, such as strikes, boycotts, lockouts, fires, earthquakes, wars (declared or not), civil war, riots, revolutions, requisitions, embargoes, power failures and/or delays in the delivery of raw materials.

9.2 The execution of this contract shall be considered excessively burdensome pursuant to art. 9.1 above whenever the additional expenses that H.T.C. S.r.l. is required to incur exceed the amount of the consignment by 10%.

10 LEGAL JURISDICTION

10.1 Without prejudice to the provisions of art. 10 of Italian Law No. 192/1998, any disputes arising from or otherwise linked to this contract shall be adjudicated by the law courts of BRESCIA.

These terms have been prepared in Italian, English and German. In the case of any doubts or discrepancies, the Italian version shall prevail.