	<p>Hinowa S.p.A. General Sales Conditions</p>	<p>Mod.: P8-2-1M04 Rev. : 02 Data: 21/11/2023 Pagina 1 di 4</p>
---	---	---

Hinowa S.p.A. General Sales Conditions

1. GENERAL PROVISIONS

1.1 These general terms of sale (“**General Terms**”) are integral and substantial part of individual sell orders (the “**Orders**”) entered into between Hinowa S.p.A. (“**Hinowa**”) and the customer (“**Customer**”) for the sale and/or supply of Hinowa products (“**Products**”).

1.2 Hinowa reserves the right to change these General Terms at any time, at its sole discretion.

1.3 These General Terms apply to all orders without the need for an express reference to the same or a specific agreement to that effect. Any different condition or term is applicable only when specifically confirmed in writing by Hinowa. These General Terms will prevail in any case on any general anticipation of the Customer, or referred by the same ones.

2. ORDERS

2.1 Each order, that is binding for the customer, must be made in writing and is binding for Hinowa only after written confirmation, which includes the expected delivery date, by Hinowa to Customer.

2.2 If the confirmation includes modifications or additions to the Order, these are binding for the Customer if the Customer does not express his disagreement in writing within 15 days from the date of Hinowa’s confirmation, under penalty of expiration.

2.3 Orders may be cancelled within and no later than 45 (forty-five) days from the expected delivery date.

2.4 Any deposit is acquired by Hinowa as compensation in case the Customer cancels the Order without prejudice, in any case, Hinowa’s right to demand the fulfilment of the Order.


3. DELIVERY

3.1 Products are delivered EX WORKS or FCA (Incoterms 2020) Nogara (VR), at Hinowa premises.

3.2 Customer arranges the collection and transport of the Products. In case of delay in the collection of the Products, the Customer must immediately notify Hinowa. It remains, however, understood that, for each day of delay in the collection, the Customer will be charged for the expenses of deposit and storage incurred by Hinowa. Any property damages occurred after the delivery date cannot be attributed to Hinowa, when the non-collection is due to Customer or to people instructed by Customer to collect the Products.

3.3 After delivery all the risks and costs of warehousing, storage, maintenance and insurance are transferred to Customer.

3.4 The terms of delivery specified in each order confirmation are not essential and can be modified by Hinowa, upon notice to Customer. These terms are calculated in working days from the date of Order Confirmation issued by Hinowa and properly extended due to events not attributable to Hinowa, such as strikes, lockouts, fires, floods, rejected material and workmanship, delayed deliveries by suppliers, difficulties in forwards and transports or other causes not attributable to Hinowa or force majeure. Hinowa reserves the right to make reasonable partial deliveries.

	Hinowa S.p.A. General Sales Conditions	Mod.: P8-2-1M04 Rev. : 02 Data: 21/11/2023 Pagina 2 di 4
---	---	---

3.5 A deferred delivery of accessories covered by the order, but that do not fully prevent the use of the machine, does not constitute a breach of the delivery term.

4. PRICES, PAYMENT TERMS

4.1 The price of the Products is the one in force at the moment of delivery.

4.2 The prices are net of any taxes, duties and expenses of any kind regarding the Products that are completely at customer's charge, as well as any other costs and expenses related to packaging and transport of Products.

4.3 Payments must be made by the customer on time, as agreed during the negotiations and written on the order confirmation.

4.4 Customer cannot delay or cease the payments in case of dispute. In case the Customer fails to respect the payment terms or any other contractual obligation, Hinowa shall have the right to suspend or postpone the execution of the contract or rescind it, except, in any case, the compensation of the damages. Likewise, Hinowa shall have the right, at its sole discretion, to suspend immediately the delivery of products, even if concerning Orders already in progress and/or refuse to execute the supply of products related to future orders.

4.5 In case of failure to pay even one and whatever instalment of the price, the customer will immediately lose the benefit from the term and the contract will be immediately rescinded, without requiring any communication (express termination clause). In such a case Hinowa shall be entitled to request the return of the machinery holding the amounts already cashed as remuneration of the use and the damages, without prejudice to any further damages claims. As an alternative Hinowa shall also be entitled to act legally to obtain the payment of the due amounts from the Customer as consequence of the supply, as well as any other sum due by the latter for any purpose or reason.

4.6 In the event of late payments interests shall be applied as per Legislative Decree 231/2002.

5. FEATURES


5.1 Operating data, weight, speed, consumption, performance, power, capacity, referred to brochures, price lists and quotations are rough and not binding.

5.2 The Customer, if is to buy Products prepared on the basis of specific technical specifications, must specify this request in the order attaching also the relevant specifications and drawings. The Customer assumes all the responsibility for such specifications and also for the practical results in the application of the same ones. Therefore, Hinowa is not responsible for any malfunctioning, failure or defect arising from the application of the technical specifications provided by the customer. Hinowa may require an additional remuneration, to be agreed with the customer, to cover the additional costs occurred due to the technical changes required.

6. WARRANTY

6.1 Hinowa guarantees the Products according to Hinowa general warranty terms, which are provided on request.

6.2 Any defects and faults of the products delivered must be notified to Hinowa in writing as required by law.

	<p style="text-align: center;">Hinowa S.p.A. General Sales Conditions</p>	<p>Mod.: P8-2-1M04 Rev. : 02 Data: 21/11/2023 Pagina 3 di 4</p>
---	---	---

6.3 Anyway the right of the Customer to claim compensation for possible direct or indirect damages suffered as a result of the supply under the present General Terms is excluded, including the non-use of the Products during the time needed for possible reparations during the warranty period.

7. WORK DONE

7.1 The work of Hinowa technicians will be invoiced in accordance with Hinowa prices in force at the time of service.

8. LIMITATION OF LIABILITY

8.1 The products are delivered by Hinowa “as they are”. Hinowa is not liable for any violation or breach of the contract, for any direct and indirect damage or profit losses caused to the Customer by the use or non-use of the Products, except in the cases of malice or gross negligence.

8.2 On no account Hinowa can be considered liable for damages directly or indirectly caused by the delayed execution of an Order or delayed delivery of Products.

8.3 Hinowa will not assume any responsibility for errors or omissions contained in its price lists or promotional material.

8.4 In case disposal of the Product or parts of the Product (including batteries of any kind) sent to the Customer by Hinowa is subject to the application of legal requirements of the country of importation, the parties agree that the Customer, as distributor/customer/importer guarantees compliance with the provisions, including all obligations of registration and communication of data possibly required by the aforementioned legislation of its importing country which the Customer undertakes to fulfil. The Customer (distributor/customer/importer), who declares to have the necessary reliability, guarantees Hinowa against all possible consequences that may be caused by the violation of the laws of the importing country, in particular with regard to the payment of administrative sanctions, damage, disposal, etc.

9. INTELLECTUAL PROPERTY

9.1 The execution of any Order by Hinowa does not transfer in any way the ownership of any industrial or intellectual property rights related to the Products, which remain of exclusive Hinowa property.


10. LIEN AND CONSEQUENTIAL RELATIONSHIPS

10.1 Reparations, replacements and modifications must be paid on delivery, failing that, Hinowa has the right of lien on the machinery and equipment repaired.

10.2 The supply of spare parts, components and performances required in a period following the purchase of the machine is regulated, in absence of a different agreement, by the above General Terms.

11. PERSONAL DATA TREATMENT

11.1 Customer’s personal data will be treated in accordance with Italian law on personal data treatment (GDPR EU Regulament 2016/679). the complete information about customer’s personal

	Hinowa S.p.A. General Sales Conditions	Mod.: P8-2-1M04 Rev. : 02 Data: 21/11/2023 Pagina 4 di 4
---	---	---

data pursuant to art. 13-14 EU Reg. 2016/679 can be viewed at the following URL:
<https://www.privacylab.it/informativa.php?19425427844>

12. LAW AND JURISDICTION

12.1 These General Terms and the related Orders will be governed by the Italian law with the express non-application of the rules in conflict and also of the Vienna Convention dated 1980 on Contracts for the international sale of movables.

12.2 Any dispute arising between the parties as a result of the interpretation, validity or enforcement of these General Terms and the relevant orders will be conveyed to the exclusive jurisdiction of the Court of Verona.

12.3 It is understood between the parties that only Hinowa, as its sole discretion, shall have the right to waive the exclusive court jurisdiction, as per Article 12.2, and take legal action against the Customer in the Court of residence or domicile of the Customer or where the object of the Order is.

13. FINAL PROVISIONS

13.1 The complete or partial invalidity of any provision of these General Terms does not affect the validity of the remaining provisions.

13.2 Any change or addition to the agreement set forth in these General Terms shall be void unless accepted in writing by Hinowa.

The customer declares to have carefully read, examined and considered the above written General Terms and all the agreements included in this commission paper and in particular those in paragraphs:

- 1. GENERAL PROVISIONS**
- 2. ORDERS**
- 3. DELIVERY**
- 4. PRICES, PAYMENT TERMS**
- 5. FEATURES**
- 6. WARRANTY**
- 7. WORK DONE**
- 8. LIMITATION OF LIABILITY**
- 9. INTELLECTUAL PROPERTY**
- 10. LIEN AND CONSEQUENTIAL RELATIONSHIPS**
- 11. PERSONAL DATA TREATMENT**
- 12. LAW AND JURISDICTION**
- 13. FINAL PROVISIONS**

AND DECLARES: to approve and accept them, by signing the order confirmation, specifically pursuant to and for the article 1341 of the Civil Code