



General terms of supply

1) General Provisions

1.1 In addition to the terms and phrases defined elsewhere in these General Conditions of Sale (revision 11/2022), the terms and phrases listed below have the meaning conventionally attributed to them or referred to in this art.1.1:

- “Buyer”: the person, natural or legal, from whom HD Slippers Srl receives the purchase order;
- “Contract”: the purchase order of the Buyer, accepted by HD Slippers Srl, including the General Conditions of Sale;
- “Parties”: the Buyer and jointly HD Slippers Srl with registered office in Sasso Marconi, Via Artigiano 10, Italy.
- “Products”: the products and services of HD Slipper Srl as resulting from the price lists, special quotations, consultancy and catalogues in force from year to year;

1.2 The terms and conditions set out below (the “General Conditions of Sale”) form an integral and substantial part of each Contract concluded between HD Slippers Srl and the Buyer for the sale of the products and prevail over any conditions prepared by the Buyer, unless the latter are expressly accepted in writing by HD Slippers Srl.

1.3 HD Slippers Srl reserves the right to modify, integrate or vary the General Conditions of Sale, attaching such variations to the offers or to any written communication to the Buyer.

Where the modifications, integrations or variations of the General Conditions of Sale are not accepted by the Buyer within 15 days from the date of communication, the General Conditions of Sale previously accepted will apply, without prejudice to the right of HD Slippers Srl to withdraw within the following 30 days.

2) Offers and Orders

2.1 The offer made to the Buyer by officials, agents, brokers or other intermediaries and the order proposal sent by them to HD Slippers Srl does not bind the latter until the Buyer’s order is accepted by HD Slippers Srl pursuant to the following art. 2.2. Quotations, agreements, in particular verbal agreements, and other guarantees received by HD Slippers Srl

2.2 The order placed by the Buyer shall not be considered accepted until it is confirmed in writing by HD Slippers Srl. In the event that HD Slippers Srl does not provide written confirmation of an order, the issuing of the invoice or the execution of the order by HD Slippers Srl shall be considered as acceptance.

2.3 These general conditions are reported on the website www.hdslippers.com and constitute an integral part of each order confirmation, in which they are expressly referred to. The order processed in compliance with the confirmation sent to the customer by HD Slippers Srl presupposes, even in the absence of signature, knowledge and acceptance of these general conditions.

2.4 The accepted purchase order shall be considered complete with all necessary technical, commercial, and fiscal information for correct processing. The order is finalized with the issuance of the Order Confirmation. To guarantee the Buyer, the Order Confirmation is considered accepted only with written acknowledgment. The Buyer may counter sign or officially accept the Order Confirmation promptly to facilitate the order processing.

2.5 Cancellations: No order accepted by HD Slippers Srl may be canceled by the customer without written acceptance.

3) Delivery Terms

3.1 The delivery of Products is EXW (Ex Works). HD Slippers Srl fulfills delivery by making the Products available to the Buyer at the terms and locations specified in the Contract.

In the event of any written agreement of a deadline of essential delivery, HD Slippers Srl will not be held responsible for any delays resulting from causes of force majeure or fortuitous and extraordinary events (i.e. accidents, strikes, natural disasters, interruption of transport, difficulty in finding raw materials, objective impossibility of production plants, etc.) Unless otherwise agreed by the parties, the transport of the goods is always understood to be borne by the customer, regardless of the transport and payment methods. Even if HD Slippers, as a courtesy, organizes transport directly on behalf of the customer, the associated risk will be borne by the latter, with express exemption from any liability for HD Slippers Srl, unless otherwise agreed in writing.



3.2 HD Slippers Srl shall not be liable for any loss or damage to the Products after Delivery; under no circumstances is the Buyer exempted from the obligation to pay for the Products once delivery has occurred.

3.3 Delivery may be suspended in case of the Buyer's non-compliance with payment obligations.

3.4 All delivery terms – even if specified as binding – are indicative and assumed with customary tolerances. The indicative delivery term is exclusively the one specified in HD Slippers Srl's order confirmation.

3.5 In the event of a delivery delay exceeding the customary tolerance, the Buyer may cancel only the portion of the order related to Products not delivered within 30 days from HD Slippers Srl's receipt of the cancellation notice.

3.6 The Buyer may not cancel his order, nor withdraw from the Contract, in the event of delayed Delivery due to force majeure events, as per the following art. 6, if the delay in Delivery does not exceed 60 days.

3.7 HD Slippers Srl may withdraw from the Contract by writing notice to the Buyer in the event of force majeure events as per the following art. 6

3.8 If the Delivery does not take place due to an act attributable to the Buyer, it is considered to have been carried out, for all purposes (including the commencement of payment terms and the issuing of the invoice), with simple communication to the Buyer of the availability of the Products; after 15 days from the communication, the storage costs will be applied and HD Slippers Srl is exempt from any liability for deterioration, damage or, in any case, loss of value of the Products.

3.9 The Buyer undertakes to notify HD Slippers Srl of the failure to deliver the Products to the destination indicated in the transport document or of the delivery of the Products to a place other than that indicated in the transport document within 120 hours after the date scheduled for delivery to the destination, by registered mail with return receipt or PEC also containing a copy of the signed transport document. Following receipt of the aforementioned communication including the documentation, HD Slippers Srl will regularize the invoices issued with

application of VAT pursuant to Presidential Decree no. 600/1973.

It is understood that the Buyer undertakes to hold HD Slippers Srl harmless for taxes, surcharges, interest and penalties of any kind, in addition to legal costs, in the event of charges made by the Financial Administration against it arising from such failure to communicate in writing or in any case from the delivery of the Products to a place of destination other than that indicated in the transport document. The Buyer, having acknowledged the communication that HD Slippers Srl requires to be signed to the carrier, also undertakes to communicate to the carrier any change or modification of the destination of the Products. Failure to comply with the aforementioned obligation will result in HD Slippers Srl charging the Buyer with any taxes, surcharges, interests and penalties of any kind, as well as legal charges, in the event of findings by the Financial Administration resulting from such failure to communicate.

3.10 Except in cases of fraud or gross negligence, HD Slippers Srl shall not be liable for any damages arising from delayed or failed Delivery (total or partial) of the Products.

4) Prices and Payment Terms

4.1 The prices of the Products indicated in the price lists in force year by year, and in the quotations, unless otherwise specified, are intended EXW; it follows that any other charges or expenses relating to shipping, delivery and/or transport of the Products are the exclusive responsibility of the Buyer. HD Slippers Srl reserves the right to modify the price lists at any time. The list prices of the Products may be subject to updates as well as corrections due to printing errors.

4.2 Non-standard packaging, special customer requests, customs duties, insurance, and certificates are excluded from the prices. Unless otherwise specified, technical consulting costs are included in the quotation.

4.3 If, between the order date and delivery, there are increases in raw material costs, energy, labor, production expenses, or transportation costs, HD Slippers Srl may adjust the agreed price, notifying the Buyer in writing. If the price increase exceeds 30% of the agreed amount, the Buyer may withdraw from the contract.



4.4 HD Slippers Srl may apply late payment interest in accordance with Italian Legislative Decree No. 231/2002.

5) Warranty Terms

5.1 HD Slippers Srl guarantees that the Products are free from faults and defects. Any complaint does not give the Buyer the right to suspend or delay, in whole or in part, payment in accordance with the terms of the Contract.

The guarantee operates within the limits of art. 1495 of the Civil Code, without prejudice to the further limitations set forth in this article as well as the tolerances of use.

Any indications of data contained in HD Slippers Srl catalogues, brochures and folders are purely indicative and are not binding. The buyer will proceed with the return/replacement of the Products found to be defective. Products replaced under warranty will be subject to the same guarantee for a period of six months starting from the date of replacement.

5.2 The products designed and manufactured meet the declared performance based on calculations and tests carried out at the HD Slippers Srl factories under ideal operating conditions. HD Slippers Srl will not be liable for malfunctions of the component without carrying out functional tests specifications unless by written declaration. No compensation will be recognized for any direct damage to the purchaser's systems or finished product. This guarantee operates exclusively on the condition that:

- 1) the customer reports in writing and within the peremptory term of 8 days from delivery the defects and/or faults of the products if evident and/or obvious;
- 2) the customer reports in writing within the peremptory term of 30 days from discovery the defects and/or faults of the products that are hidden or in any case are evident after their use and in any case no later than one year from delivery;
- 3) the customer has provided suitable and sufficient "technical specifications" with respect to which the product does not conform, irrespective of the final application of the product;
- 4) the customer has used the product according to the correct technical instructions and methods.

5.3 In the event that the component supplied has not been designed by HD Slippers Srl or identified following technical advice from the latter provided in written form, but has instead been made to the

customer's specifications, based on drawings or samples provided by the purchaser, both with regard to the appearance of the materials requested and the technical type of the component, the applicant shall assume the risk of suitability for the intended purpose.

5.4 HD Slippers Srl shall not be liable for defects caused by inadequate assembly, improper use, use in conditions exceeding those previously established. HD Slippers Srl shall not be also liable for wear phenomena that fall within the parameters of normality, negligent handling and/or storage of the components, nor for the consequences of any unconcerted modification interventions.

5.5 With the warranty obligation HD Slippers Srl undertakes to replace/repair the faulty and/or defective product within the limits of the Contract and in any case without any further obligation to compensate for direct and/or indirect and/or consequential damages arising to the Buyer and/or third parties from defects in the Products, without prejudice to mandatory provisions of law. In any case, the Parties acknowledge that the overall liability of HD Slippers Srl towards the Buyer is limited to the price paid by the Buyer for the Products that gave rise to the liability of HD Slippers Srl.

5.6 Complaints will not be accepted in the absence of the original HD Slippers Srl packaging containing the production batch number and item description. Samples of any pieces deemed defective must be made available to HD Slippers Srl for analysis and checks.

5.7 It is understood that the aforementioned guarantee is absorbent and substitute for the guarantees or responsibilities provided by law, and excludes any other liability of HD Slippers Srl (both contractual and extra-contractual) in any case originating from the Products supplied (e.g. compensation for damages, loss of earnings, collection campaigns, etc.).

HD Slippers Srl is not in any case held responsible for any faults or defects in the products sold; in particular:

- 1) in using quality raw materials, HD Slippers Srl cannot be held responsible for any faults or defects in the raw material used for its products;
- 2) HD Slippers Srl assumes no responsibility regarding the final destination of the product,



for which the customer acts and chooses in full autonomy and awareness, or does not consider itself responsible for the suitability or otherwise of the product with respect to the so-called "operating conditions", for which the customer is solely responsible;

3) HD Slippers Srl is not responsible for any faults and/or defects of the product resulting from abnormal deterioration, negligence in custody by the customer, incorrect application and/or installation operations, replacements and/or maintenance carried out by third parties, for physical and/or chemical and/or mechanical and/or electrical causes external to the product as sold.

5.8 Documents accompanying quotations, such as drawings, illustrations, images taken from our institutional website, technical data, refer to construction standards and/or material intended to explain concepts for which they were conceived and do not constitute a guarantee or assurance of their technical characteristics unless they are specifically declared in written form.

5.9 Consulting: HD SLIPPERS provides information and application consulting to the best of its knowledge and experience in the sector. The data and information on the suitability and application of the Products, as well as suggestions on the designing of the grooves for the sealing systems, are not binding and do not exempt the Customer from carrying out their own checks and approval tests.

6) Force Majeure

6.1 HD Slippers Srl shall not be held liable for damages arising from the violation of any provision of this Agreement, or from delay or failure to perform, in whole or in part, the obligations under this Agreement, in the event in which and to the extent that such delay or failure is attributable to circumstances beyond the reasonable control of the Party. Such events include - but are not limited to - natural disasters, measures of public authorities, fires, earthquakes, floods or other natural disasters, epidemics, pandemics, embargoes, insurrections, riots and other civil disturbances, wars, legal or governmental provisions, strikes, shortages of necessary supplies and/or lack of availability of means of transport or other contingencies, shortages and/or difficulties in the procurement of raw materials, outside the control of the Party involved.

6.2 The force majeure event will result in the suspension of the performance of the contract for the period of time in which the effects of the force majeure event remain, with consequent automatic extension of the terms for the fulfillment of the obligations. HD Slippers Srl will do everything possible to minimize the consequences of such delay in compliance with the principles of good faith and contractual fairness.

6.3 Upon the occurrence of a force majeure event, HD Slippers Srl will immediately inform in writing, but no later than 30 (thirty) days after its beginning. The communication will contain a precise description of the force majeure event and the reasons motivating the delay or inability to perform the contractual obligations.

6.4 If a force majeure event lasts for more than 3 (three) months, HD Slippers Srl will have the right to terminate this Contract by giving at least 30 (thirty) days' notice by registered letter with acknowledgement of receipt. In this case, the related consequences and the appropriate return of the respective contractual performances will be negotiated, in good faith, taking into account the stage at which the execution of this agreement had reached at the time of its termination.

7) Anti-Corruption

7.1 The Buyer shall comply with the provisions of any applicable law, regulation, directive of any national or international authority, government body or other institution with regard to corrupt practices and offences (the "Applicable Law"), including laws concerning illicit payments, offers, promises of money or any other benefit in favour of public officials or persons in charge of public services for the performance of their functions or powers.

7.2 In particular, the Buyer undertakes for itself and for its officers, directors, workers, collaborators or consultants, that no action is carried out, directly or indirectly, in the execution of any contract that may constitute an unlawful act as provided for by any Applicable Law and in particular the Buyer undertakes for itself and for its officers, directors, workers, collaborators or consultants that none is offered, given or authorised a) any donation or payment or gift or any other benefit to public officials or persons in charge of public services, employees or agents of any authority, government body, and any other national and international



institution;

b) any contribution, of any nature, to any person who is a candidate to the performance of a public task.

7.3 If during the execution of the Contract the Buyer incurs a conduct described in art. 2635 c.c., HD Slippers Srl has the right to terminate the Contract, pursuant to art. 1456 c.c. In the event of violation by the Buyer of any of the obligations referred to in the previous paragraphs, HD Slippers Srl has the right to terminate the Contract, pursuant to art. 1456 c.c.

8) Data Protection

8.1 For the purposes of the execution of the Contract, the Parties undertake to comply with all obligations set forth in the General Regulation (EU) 2016/679 concerning the "protection of natural persons with regard to the processing of personal data and the free circulation of such data" (hereinafter "GDPR"), as well as, within the limits of its applicability, Legislative Decree 196/2003 ("Privacy Code"), as lastly amended by Legislative Decree 101/2018 and the provisions of the Authority for the protection of personal data.

8.2 By accepting this Agreement, each Party, to the extent of its respective competence, acknowledges that its personal data and/or that of its employees and/or collaborators, involved in the executive activities of the Agreement, may be communicated to the other party and processed by the latter in its capacity as independent Data Controller for purposes strictly functional to the establishment and execution of the Agreement.

9) Contract Termination

9.1 HD Slippers Srl has the right to terminate each Contract with the Buyer, with immediate effect, pursuant to art. 1456 of the Italian Civil Code, by means of communication sent by registered mail with which you declare that you wish to avail yourself of this express termination clause, in the following cases: a) if the Buyer does not fulfill the obligations under articles 3.9, 4 and 7 of these General Conditions of Sale;
b) if the Buyer is responsible for a serious breach of contract.

9.2 HD Slippers Srl has the right to withdraw with immediate effect from each Contract by means of a communication sent by registered mail to the

Buyer, with which it declares its intention to avail itself of this clause:

a) in the cases referred to in articles 1.3, 3.7, 6.1.;
b) the Buyer is subject to enforcement, bankruptcy or liquidation procedures;
c) the financial, economic and patrimonial conditions of the Buyer are such as to reasonably presume the state of crisis of the Buyer;
d) the shares and/or the quota representing the majority or control of the share capital of the Buyer, where constituted in corporate form, are directly or indirectly transferred, alienated or encumbered as a guarantee.

10) Retention of Title

10.1 HD Slippers Srl retains ownership of the Products until full payment of the agreed price.

Consequently, the Buyer undertakes to

i) make good use of them, according to their intended purpose;

ii) not to transfer ownership and enjoyment of them to third parties, unless expressly and previously authorized to do so by HD Slippers Srl.

In the event of failure to pay in full or even partial for supplies by the Buyer, by the expected date, HD Slippers Srl may regain possession of the delivered products, and this at its simple request. Notwithstanding the above, the Buyer is responsible for any eventual damage and loss occurring after delivery even if due to chance, force majeure or other events not attributable to the Buyer.

11) Governing Law and Jurisdiction

11.1 These General Conditions of Sale and each Contract stipulated by the Buyer with HD Slippers Srl is governed by Italian law.

11.2 Any dispute arising between the Parties regarding the interpretation, validity or execution of these General Conditions of Sale and of 6 each Contract is devolved to the exclusive jurisdiction of the Court of Bologna.

11.3 It is understood between the Parties that only HD Slippers Srl, at its own discretion, has the right to waive the jurisdiction of the exclusive court referred to in the previous art. 11.2 to take legal action against the Buyer at his domicile and at the Court competent therein.

11.4 In order to interpret the terms of delivery and other commercial terms possibly used by the



Parties, reference is made to the Incoterms® 2020 of the International Chamber of Commerce in Paris.

12) Intellectual Property

12.1 The Buyer is authorized to use the trademarks, names or other distinctive signs of HD Slippers Srl for the sole purpose of identifying and advertising the Products, it being understood that such use is made in the exclusive interest of HD Slippers Srl. However, any use of the trademarks, names or other distinctive signs of HD Slippers Srl on the Buyer's letterhead, on advertising material or on other material in any case intended for third parties must be agreed in advance in writing with HD Slippers Srl.

12.2 The Buyer undertakes not to insert the trademarks, names and distinctive signs of HD Slippers Srl in its company, company name or web domains. In any case, the Buyer undertakes not to register the trademarks and/or distinctive signs of HD Slippers Srl including web domains.

12.3 The right of the Buyer to use the trademarks, names or other distinctive signs of the Principal, as provided for in the previous art. 12.1., will cease immediately upon the expiration or termination, for any cause, of these General Conditions of Sale or of any Contract stipulated between Buyer and HD Slippers Srl.

12.4 The Buyer will inform HD Slippers Srl of any violation of the trademarks, names or other distinctive signs of HD Slippers Srl of which it becomes aware.

13) Final Provisions

13.1 The invalidity in whole or in part of individual provisions of these General Conditions of Sale does not affect the validity of the remaining provisions.

13.2 These General Conditions of Sale may be modified, integrated, varied exclusively by HD Slippers Srl and in writing.

HD SLIPPERS SRL