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A) GENERAL CONDITIONS OF SALE

The terms and conditions indicated in this deed to be valid as an integral and substantial part of each purchase contract concluded between the seller and the buyer for the sale of the products.

The seller reserves the right to modify, integrate or vary the general conditions of sale by sending these variations to the buyer. If the modifications, integrations or variations of the GCS are not accepted by the buyer in writing within 15 days from the date of communication, the seller may interrupt the contractual relationship with the buyer without the latter being able to claim damages and/or claim compensation.

B) CONCLUSION OF THE CONTRACT

The sales contract will be finalized when:

a) the purchaser also for conclusive facts such as, but not limited to, the transmission to the seller of a letter of credit or the payment in whole or in part of the price of the supply, accepts, without any modification, the contractual proposal, by any means formulated by the Seller. Even if not reported and expressly accepted, the GCS referred to in this deed will apply to each individual purchase and sale contract as perfected above, unless expressly waived in writing. Therefore, any contractual conditions different from those of this deed, even if reported in writing on documents (forms, forms, etc.) coming from the purchaser, will be null and void unless expressly accepted in writing by the seller. Under no circumstances,

b) - This agreement constitutes an irrevocable purchase offer with binding effect for the offeror for the period indicated in the epigraph, or failing that, for three months from signing.

c) - The purchase and sale contract referred to in this proposal will be considered finalized with the acceptance of (COMPANY NAME) in any way manifested, also through the beginning of the execution pursuant to art. 1327 cc d) - The obligation imposed on HTB with the contract referred to in this

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proposal ends in the delivery of the material.

C) RESERVE OF ACCEPTANCE AND RIGHT OF CANCELLATION If this commission is collected by representatives or dealers, the Manufacturer reserves the right to accept all or part of the agreed conditions.

D) INFORMATION DATA

The indications - both of shape, size and weight, and of quality and quantity - indicated in the illustrations, in the catalogs and in the estimates are always considered approximate and non-binding, therefore any responsibility of the seller is excluded in case of variation of the data.

E) SUBJECT OF THE CONTRACT: Each sales contract will only concern the products (type, quantity) expressly indicated in the contractual documents. The Seller declares that the products comply with the Italian and Community sector regulations applicable to them, but specifies that the representations and/or images of the same shown in catalogues, brochures, websites and similar documents are merely illustrative and not binding. Before concluding each individual sales contract, the purchaser must verify that the products are suitable for the specific purpose and/or use for which he intends to purchase them. The buyer will also have to verify, exempting the seller from any responsibility in this regard, that the products sold comply with the legislation of the State in which he intends to import them. L'

F) PRICE

- a) - The price, specified in the commission, is intended - unless otherwise agreed - for delivery of the material free to the headquarters of the Company/Branch.
- b) - VAT, any other taxes and duties also for local taxes, the registration of the contract in case of use are totally charged to the purchaser in addition to the said price. The sums necessary to meet any charges and expenses are to be paid by the buyer (for example, additional packaging)

G) RESERVED DOMAIN

The sale is made with retention of title referred to in articles 1523 of the civil code and following, so that the things sold will pass into the purchaser's property only with the payment of the last installment. Until full payment

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the buyer will assume the obligations and responsibilities of the custodian and will not be able to alienate, give in use, leave to seize or seize products without declaring the ownership of the seller. The buyer assumes all risks and dangers also for fortuitous or force majeure, undertaking to immediately notify the seller of any conservative or executive actions promoted by third parties as well as any removal of the materials in other locations. Failure to pay even a single installment that exceeds one eighth of the price determines - at the choice of the House - either the termination of the contract or the forfeiture of the buyer from the benefit of the term in relation to the subsequent installments and also determines the cancellation any currency discount applied at the time of the order, being always conditional on punctual and effective payment. If the contract is terminated due to non-fulfilment by the buyer, the installments of the price paid remain with the House as compensation for the expenses incurred in the sale and the damages suffered, except for the right to repeat the greater damages.

In case of exercise of the retention of title by the fair compensation and the compensation for the damage due to the House by the buyer are conventionally agreed in an amount equal to 25% of the contractual price, as far as the compensation for the damage is concerned and in an equal amount at 3.5% of the contractual price for each month of use of the material by the purchaser, until the termination of the contract, with the limit of 50% of the contractual price as regards fair compensation.

The installments already paid by the buyer will be retained by the House as a fair compensation and compensation for damages, subject to the return of the excess.

Given the retention of title, the buyer will not be able to sell the material before full payment of the price. In the event of an illegitimate sale, without prejudice to any action before the competent civil and criminal authority, the customer will be required to pay the full price and a penalty equal to 15% of the value of the thing sold.

H) PAYMENT

- a) - Payments must be made, in cash, in legal currency at the headquarters of the House, the latter being authorized to issue drafts at the payment deadlines specified in this commission and, failing these, at sight - with an increase in the costs of bank collection.
- b) - Any bills issued must be intended as a guarantee and not as a payment. Any acceptance by the seller of bills of exchange, promissory notes, assignments or bank checks is always understood to be agreed subject to good

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end and/or with recourse and without novation of the debt. In no event shall the buyer be released for payments made into the hands of the seller's sales agents. c) - The issue of bank receipts is free of charge; however, after the first unjustified default, these expenses will be charged for subsequent presentations at a cost of Euro 3.00 for each individual presentation. (subject to changes in banking conditions)

d) - In any case, in the event of non-payment, even partial, of the agreed deadlines, for the sole effect of the non-payment and therefore without the need for formal notice:

* the Manufacturer may immediately interrupt any further supply, even if relating to other contracts;

* compensation for credit recovery costs will be recognized and default interest will automatically accrue equal to the official European rate increased by 7 points in favor of the house, or by 8 points in the case of transactions concluded starting from 1 January 2013, thus as required by Legislative Decree n.231/2002 and subsequent amendments; (subject to changes in banking conditions)

* the purchaser will have to consider himself forfeited from the benefit of the term, with the consequent right for the House to immediately request payment of the entire credit against him, for all supplies carried out and not yet paid.

e) - In the event of non-payment after the first reminder, the aforementioned company, making use of the aforementioned legislation, will communicate and subsequently charge a charge as consideration for the expenses incurred for the management of the recovery procedure plus default interest.

The seller may suspend the deliveries of the products even in the event that the buyer, even if not yet in default with him, has suffered, in decrease, a change in the patrimonial conditions and has not provided the promised guarantees. Without prejudice to the suspension of the execution of the single sales contract referred to above, the seller may withdraw from each single contract if the buyer fails to provide a suitable guarantee regarding his solvency within 15 days of the request.

I) SOLVE ET REPETE CLAUSE

The Purchaser may not suspend or delay payment of the products for any reason, including alleged faults or defects of the same, naturally save the right to repeat when he can demonstrate that he has paid unduly.

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L) DELIVERY

a) - Delivery is understood to be made to all intents and purposes at the headquarters of the Manufacturer, even when - by express agreement - the price includes transport costs, it being specified that the choice of shipper or carrier is left to the discretion of the Manufacturer, even if there is a different indication by the buyer. Any disputes must be forwarded by the customer both to the carrier and to HTB as soon as they are known and in any case no later than 8 (eight) days from receipt of the goods.

b) - The delivery terms always refer to working days and must be considered valid only in normal working and supply conditions, the same - unless otherwise agreed in writing, undertaken solely by the House Management - are not mandatory and are merely indicative and the extension of them will not determine in favor of the buyer any right to request compensation, all exceptions removed.

c) - For a delay of up to forty days with respect to the delivery term as determined above, the purchaser has no right to request either the termination of the contract or compensation for damages, renouncing the right to assert a claimed essentiality of the term of delivery, even if established through formal notice to fulfil.

8) WARRANTY

a) - The House guarantees the good quality of the materials and the good execution in their construction.

b) - Unless otherwise stipulated to be agreed with the Management of the House and in written form only, the duration of the guarantee is that provided for by the Civil Code, art. 1495 of the civil code.

c) - HTB responds, towards consumers as defined by art. 3 of the Consumer Code - Legislative Decree no. 206/2005, starting from the delivery date, of the damages deriving from defects of its materials, within the limits, terms and conditions set forth in articles From 114 to 127 of the same decree.

d) - The buyer undertakes to check the goods upon delivery and loses the right to the guarantee in the following cases:

- if he fails to comply, even for only one, with the payment conditions;
- if the materials have not been assembled and installed according to the manufacturer's instructions and, in any case, incorrectly or not in compliance with good construction rules;
- if the materials supplied are used incorrectly or differently from that indicated in the HTB catalog relating to the product sold or, in any case, outside the minimum and maximum values specified therein;

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e) - Faults and defects must be reported in accordance with the law and only in writing to the headquarters of the Manufacturer.

f) - The Manufacturer undertakes, solely, to repair or, at your choice, to replace free of charge those components supplied which, within the warranty period, present material or construction defects such as to make them unsuitable for use to which they are intended, in any case precluded to the purchaser from the redemptive request, be it for termination or reduction in the price of the supply.

g) - The materials or their parts to be repaired or replaced must be delivered carriage paid at the purchaser's care and expense to the premises indicated by the Manufacturer, those refurbished or repaired will be delivered carriage paid to the same premises. The materials that are subject to replacement will remain the property of the House.

9) FORCE MAJEURE

Each party may suspend the execution of its obligations deriving from each specific sales contract when such execution is made impossible or objectively too onerous by an unforeseeable circumstance beyond its control. In such cases, the deadline for the execution of the supply will be extended for a period equal to the duration of the force majeure event. If the impediment persists for a period exceeding 90 days, each party may withdraw from the contract by giving written notice to the other. Purely by way of example, the parties acknowledge that for the seller, the occurrence of situations such as wars, earthquakes, emergencies will constitute force majeure. epidemiological, strikes difficulties arisen with the workforce,

10) TRADEMARKS AND DISTINCTIVE MARKS OF THE SELLER

The buyer is authorized to use the vendor's trademarks, names and other distinctive signs for the sole purpose of identifying and advertising the latter's products. This right will cease after 90 days from the date of execution of the last sales agreement between the parties. The buyer will inform the seller of any infringement of the seller's trademarks, names and distinctive signs of which he becomes aware.

11) PRIVACY PROTECTION - Legislative Decree 196/2003

The personal data acquired, directly and/or through third parties, by the company HTB who is the data controller, are processed in paper, IT and telematic form for contractual and legal requirements, as well as to allow effective

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management of business relationships, including future ones. Failure to provide data, where not mandatory, will be evaluated from time to time by the data controller company and will determine consequences commensurate with the importance of the data required for the management of the commercial relationship. The data may be processed exclusively for the purposes indicated above and may be communicated to: agent network, factoring companies, credit institutions, debt collection companies, credit insurance companies, commercial information companies, professionals and consultants, subject to which the right to access personal data is recognized by the provisions of the law, regulations or community. The interested party may exercise all the rights referred to in article 7 of Legislative Decree 196/2003 (including the rights of access, rectification,

10) EXCLUSIVE COURT OF COMPETENCE

All legal disputes, however arising between the parties during the interpretation and execution of this agreement, are devolved by the contracting parties to the exclusive jurisdiction of the Court of Biella. The sales contract is governed by Italian law.

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