



# ORGANIC<sup>®</sup>

## PURE CARE

### GENERAL SALE CONDITIONS

#### **1. GENERAL TERMS AND CONDITIONS OF THE RELATIONSHIP**

1.1 These Terms and Conditions (hereinafter the "Conditions") govern the whole relationship between HCH Srl (hereinafter referred to as "HCH") and its professional customers (hereinafter the "Customer"). These Terms and Conditions shall be integrated any specific conditions subsequently agreed by the Parties at the conclusion of individual sales.

1.2 These Terms and Conditions are not subject to waiver or modification of any kind, unless otherwise expressly agreed by the Parties in writing. Therefore, no verbal agreement may waive or modify these Terms and Conditions or be deemed valid and/or binding on HCH.

1.3 HCH reserves the right to unilaterally amend these Terms and Conditions. Current supplies shall in any case be subject to the Terms and Conditions in force when the Customer places an order.

#### **2. CONCLUSION OF THE CONTRACT**

2.1 Orders for goods produced by HCH (hereinafter the "Products") sent to HCH shall be signed and stamped by the Customer's legal representative and are subject to these Terms and Conditions, which shall also be signed and stamped by the Customer's legal representative.

2.2 HCH shall accept Customer orders by writing communication signed and stamped by the legal representative or by a person in any case delegated for this purpose by HCH or by the start of the contract's execution.

2.3 HCH reserves the right to decide, at its discretion, whether to accept Customer orders within 10 (ten) working days of receipt. If HCH does not accept an order within the above-mentioned period, it will be deemed automatically revoked and the Customer will no longer be bound by the order it has placed.

2.4 Sales agents shall not have any representation and or other powers in the name of HCH, which is why the order signed by the Customer and delivered to the same is considered as a mere contract proposal that only commits the latter, but not HCH.

#### **3. PERFORMANCE OF THE CONTRACT**

3.1 The delivery of Products by HCH shall be considered CIP (Incoterms 2010), unless otherwise agreed between the Parties, with agreements that can be reached for each individual sale.

3.2 The delivery date for Products indicated by HCH in the order confirmation is merely an estimate and, as such, is not binding on HCH.

3.3 HCH shall not be liable for delays in taking delivery of Products by the Customer, carrier or shipper due to the latter's conduct.

3.4 Products shall be considered to have been delivered by HCH when the Customer is notified that the goods are available.

3.5 HCH reserves the right to deliver the Products before or later than the delivery date, also in stages, depending on stock availability.

3.6 Orders regarding goods available in stock are treated in accordance with the "subject to prior sale" principle.

3.7 After 15 (fifteen) days of notice of availability in relation to delivered Products, Customer who does not pick them up, or who does not make themselves available for a pick-up or refuses to pick them up, shall be liable for immediate payment of the price of products and the payment of any transport and storage costs, without HCH being liable for the custody of the goods.

#### **4. WARRANTIES**

4.1 HCH does not warrant that the Products sold shall be free from defects that would make them unfit for use or even potentially or appreciably reduce their value.

#### **HCH Srl**

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4.2 The Customer is not entitled to terminate the contract for sold product defects. However, if sold products are defective, at the request of the customer, HCH undertakes to replace them.

4.3 Force majeure causes, including, for example, strikes or other type of forced shutdown of production activities, difficulties in obtaining raw materials and other elements used in the production of marketed goods, difficulties in transporting goods, as well as the damage or theft in the HCH production facilities and/or storage areas, etc., shall not constitute grounds for terminating the contract and/or claiming damages against HCH by Customers.

4.4 In the cases specified in sub-clause 4.3 above, the effective date of delivery of the Products shall be deemed suspended for the duration of a force majeure event; in such cases HCH reserves the right to unilaterally terminate the contract after the return of any payments received for goods not yet produced.

4.5 HCH declares that it manufactures its Products with the best possible techniques and utmost care which may, however, be subject to chance events that can cause defects, which may also not be immediately detectable on the basic Product. For these reasons, HCH shall not be held liable for any Product defects that may be found.

### 5. DEFECTIVE PRODUCTS

5.1 Product defects shall be reported to HCH, by registered letter, to be sent to its registered office, on pain of forfeiture, within the period provided for by Article 1495 of the Italian Civil Code.

5.2 When Products are given to carriers or shippers, the customer shall verify the integrity of the Products and its compliance with contractual agreements.

5.3 Any discrepancies and/or defects shall be described, on pain of forfeiture, in the accompanying documents, which shall be countersigned by the carrier.

5.4 Any Product defects and/or discrepancies that are not immediately visible shall be reported by the Customer via registered letter, to be sent to the registered office of HCH, on pain of forfeiture, within eight days of their discovery *pursuant to* Article 1495 of the Italian Civil Code. However, after thirty days from delivery, any hidden defects shall be deemed identifiable.

5.5 In the event of disputes raised by Customer, the Products shall be made available by the latter to HCH in their original condition, in order to allow the necessary checks to be carried out. HCH'S liability shall in any case be limited to the repair and/or substitution of sold Products.

### 6. PAYMENTS

6.1 Customers are obliged to pay HCH for its Products in Euros and in accordance with the special terms and conditions stated in the orders and accepted by HCH.

6.2 Payment of the balance to HCH shall be made by bank wire transfer, standing order, cheque or credit card in accordance with deadlines that will be agreed between the Parties in the contract or for each individual sale.

6.3 In the event that payment by instalments has been agreed, failure by the Customer to comply with even one of the deadlines for payment indicated in the invoices shall result in automatic formal notification of arrears to the Customer, with the inapplicability of the benefit of the term specified in Article 1186 of the Civil Code, in regard to later deadlines, and HCH shall be entitled to immediately demand full payment. Article 1523 of the Italian Civil Code shall apply in the event of agreed payment by instalments.

6.4 Failure to pay even a single instalment shall entitle HCH to suspend, without notice, the delivery of other ordered Products to the customer.

6.5 Any delay in payment by the Customer shall result in the applicability of default interest *pursuant to* Article 5 of Legislative Decree 231/2002, without prejudice to further compensation for additional damages suffered by HCH.

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6.6 Customers are obliged to make full payment of the amounts shown in invoices for Products they have purchased; Customers are not entitled to use other payment methods including, for example, compensations, without the prior written consent of HCH; furthermore, Customers may not claim exceptions in order to avoid or delay payments.

6.7 Under no circumstances shall returns, even partial returns, of goods be accepted without the prior written consent of HCH.

6.8 HCH'S sales agents may not receive payments in the name or on behalf of the company without express written authorisation sent by the Customer.

6.9 If the Customer has already breached its full or partial payment obligations in regard to purchased goods, also for earlier sales, HCH is entitled to require methods of payment that are different from those specified in clause 6, or to suspend delivery of products or exercise the unilateral withdrawal from the sales contract.

### 7. TITLE RETENTION AGREEMENT

7.1 In the event of sale with deferred payment or by instalments, HCH shall retain ownership of the goods pursuant to Article 1523 of the Italian Civil Code, which so that is shall retain ownership of the Products until they have been fully paid for.

Until then, the Customer:

- shall be liable for the custodianship of such products, although the Customer may use them and inform HCH the place of their location and any movement to other locations;
- shall accept the retention of title in favour of HCH in every case of sequestrations, enforcement actions, claims or actions by third parties which in any case damage the seller's rights, which shall be immediately communicated to HCH by the Customer;
- at the simple request of HCH, the Customer shall enable the inspection of Products, undertaking, at the request of HCH, to return them within 15 (fifteen) days.
- should the Customer use these Products or transfer them to third parties, all proceeds from the use or transfer shall be paid to HCH, to which the sums shall be sent up to the value of the purchase price, without prejudice to any additional claims.
- HCH also reserves the right to withdraw, by written notice to the Customer, the right to use or transfer these products if the latter has delayed payment of any amounts due to HCH in regard to the sale of such goods or of any other Product to the Customer, for more than 15 (fifteen) days from the due date for payment.
- even where, due to the Customer's breach, these Products are returned to HCH, the latter is entitled to keep the advance payments until the date agreed with the Customer, as a penalty and remuneration for using Products owned by HCH. The above is without prejudice to HCH'S right to claim additional damages.

### 8. CONTRACTUAL BREACH AND CONTRACT TERMINATION

8.1. Failure to comply with the conditions specified in clauses 1.2, 6 and 7 of these Terms and Conditions shall result in termination of the contract pursuant to Article 1456 of the Italian Civil Code.

8.2 Where required by clause 7, HCH may withhold paid instalments as advance payment for damages due to contractual breaches by the Customer.

### 9. PATENTS, TRADEMARKS AND CERTIFICATIONS

9.1 The Customer may not use the trademarks owned by HCH in a manner that is different from that strictly necessary for the promotion and sale of the Products.

9.2 The Customer undertakes, for the duration of the relationship and after its termination for any reason, to consider and treat the following as confidential and, therefore, keep them secret and not to communicate or disclose to them anyone

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without the prior written consent of HCH: information, records, documents, projects, news, information regarding business practices, customers, suppliers, business organisation, the sales network, *know-how*, industrial property, the production techniques, commercial and industrial plans, administration and accounting records, business strategies, as well as the sales terms of HCH (even if they are not specifically referred to as being "reserved" or "confidential") which the Customer comes into contact with or becomes aware of during negotiations and/or the execution of the relationship with HCH.

### 10. APPLICABLE LAW AND JURISDICTION

10.1 The contract between the Parties shall be governed by Italian law.

10.2 Any dispute arising out of or related to sales of products between the Parties shall be under the exclusive jurisdiction of the Court of Padua.

10.3 HCH shall have the right to make applications to the relevant court in the place where the customer has its registered office or any work unit, warehouse or storage facility.

### 11. AMENDMENTS TO THESE TERMS AND CONDITIONS

11.1 Any amendment to this contract or any other expression of will or communications related to it shall only be valid and binding on the Parties if it is in writing.

### 12. FINAL CLAUSE

12.1 The Italian Civil Code shall apply to all matters not expressly set out in these Terms and Conditions.

- for the Distributor –

  

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The Customer declares to have read, understood and fully accepted the Terms and Conditions set out in the clauses specified below and to specifically approve them pursuant to Article 1341(2) of the Italian Civil Code: 1.2 and 1.3 General conditions of the relationship; 2.3 Conclusion of the contract; 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7 Performance of the contract; 4.1, 4.2, 4.3, 4.4 and 4.5 Warranties; 5.1, 5.3, 5.4, 5.5 Product defects; 6.1, 6.2, 6.3, 6.4, 6.6, 6.7, 6.8 and 6.9 Payments; 7.1 Retention of title agreement; 8.1 and 8.2 Contractual breach and termination of the contract; 10.1, 10.2 and 10.3 Governing Law and jurisdiction; 11.1 Amendments to these Terms and Conditions.

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- for HCH -

  

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- for the Distributor –

  

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