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GENERAL TERMS AND CONDITIONS OF SALE OF HAWAI ITALIA S.R.L.

Art. 1 – Scope of application

1.1 These General Terms and Conditions govern all sales made by Hawaii Italia S.r.l. (“Hawaii”) to its customers.

1.2 These General Terms and Conditions apply to all orders accepted by Hawaii unless the parties have entered a specific framework contract, supply agreement or other written agreement governing the relationship.

Art. 2 – Orders and conclusion of the contract

2.1 The order submitted by the Customer constitutes an irrevocable offer to purchase.

2.2 The contract is deemed to be concluded only upon Hawaii’s dispatch of a written order confirmation.

2.3 Hawaii reserves the right to accept or reject any order, in whole or in part, without being required to provide any reasons and without incurring any liability towards the Customer.

2.4 Once accepted by Hawaii, the order may not be cancelled by the Customer. Any amendments to the order must be expressly accepted in writing by Hawaii.

2.5 Any special terms and conditions indicated in Hawaii order confirmation shall prevail in case of conflict over these General Terms and Conditions.

2.6 Any general or special terms and conditions of purchase prepared by the Customer shall not apply, even if referred to or attached to the order, unless they have been expressly accepted in writing by Hawaii.

Art. 3 – Prices

3.1 Prices are quoted in euros, net of VAT, taxes, duties, transport and insurance costs, and any other ancillary charges, unless otherwise agreed in writing.

3.2 If after the order confirmation, extraordinary and unpredictable increases occur in the costs of raw materials, energy, transport, duties or other costs directly affecting production, Hawaii may propose a price adjustment, giving timely notice to the Customer. In the event of non-acceptance of the adjustment within the term specified in the notice, Hawaii shall have the right to cancel the order, without the Customer being entitled to advance any claims for damages or compensation.

Art. 4 – Delivery and Transfer of Risk

4.1 Unless otherwise agreed in writing, deliveries are understood to be made EXW Verona (Incoterms® 2020).

4.2 Delivery dates and terms are merely indicative and non-essential pursuant to Article 1457 of the Italian Civil Code.

4.3 Any delays in delivery shall not entitle the Customer to cancel the order, reject the goods, suspend payments or claim compensation, except in the case of willful misconduct or gross negligence by Hawaii.

4.4 Hawaii may make partial deliveries, which shall be treated as separate, independent deliveries for the invoicing and payment purposes.



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4.5 The risk of loss or damage to the products transfers to the Customer when the goods are made available at Hawai's factory or warehouse.

4.6 Unless otherwise agreed in writing, the products will be supplied in the standard packaging adopted by Hawai. Any requests from the Customer for special or customized packaging must be agreed in writing in advance, and the relevant additional costs shall be charged to the Customer.

Art. 5 – Force majeure

Hawai shall not be liable for any delays or impossibility of performance resulting from force majeure events such as wars, pandemics, strikes, natural disasters, unavailability of raw materials or government restrictions.

Art. 6 – Payments

6.1 Payments must be made within the terms and methods specified in the order confirmation or the corresponding invoice.

6.2 No dispute, complaint or claim by the Customer shall justify any delay, suspension or offset payments due to Hawai.

6.3 In the event of late payment, interest shall be due, without any formal notice of default being required, at the rates provided for by Legislative Decree no. 231/2002 or by any other applicable law.

6.4 In the event of overdue and unpaid credits, Hawai shall be entitled to suspend deliveries, the fulfilment of outstanding orders and the acceptance of new orders, without prejudice to any further right or remedy provided for by law or by the contract.

Art. 7 – Retention of title

The products supplied remain the property of Hawai until full payment of the price has been made.

Art. 8 – Inspection of goods and claims

Any claims must be made in writing within eight days from delivery in the case of apparent defects and within eight days from discovery in the case of hidden defects and, in any case, within the warranty period. The claim must state the date and circumstances of the discovery of the defect and be accompanied by the documentation necessary to identify the supply and the disputed product.

After this period, the goods shall be deemed definitively accepted.

Art. 9 – Returns

9.1 No returns of products shall be accepted without prior written authorization of Hawai.

9.2 Any authorization for a return does not constitute an acknowledgement of the existence of defects or of liability on the part of Hawai.

9.3 Products authorized for return must be returned in accordance with the procedures provided by Hawai.

9.4 Unless the return is consequence of a product defect recognized by Hawai, the return shipping costs and any other connected costs shall remain at the Customer's expenses.



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Art. 10 – Warranty

10.1 Hawai warrants only that the supplied products comply with the technical specifications agreed at the time of delivery.

10.2 The warranty has a duration of 12 months from the date of delivery of the products.

10.3 In the event of a confirmed product defect promptly reported in accordance with Art. 8, Hawai shall have the right, at its own discretion, to repair or replace the defective product or to refund the relevant price.

10.4 Repair, replacement or refund of the price shall constitute the sole remedies available to the Customer.

10.5 The warranty does not apply to defects resulting from improper use of the products, incorrect storage, modifications made by the Customer or by third parties, normal wear and tear, or use not in accordance with the product's intended purpose.

10.6 Hawai shall not be liable in any case for labor costs, assembly, disassembly, recall of finished products, lost production, loss of profit, or other indirect or consequential damage arising from any defects in the supplied products.

Art. 11 – Limitation of liability

Hawai's total liability shall in not in any case exceed the net value of the disputed supply. Loss of anticipated profits, loss of profit, loss of customers and indirect or consequential damage are excluded.

Art. 12 – Regulatory compliance in the country of destination

The Customer is responsible for verifying the compliance of the products with the applicable regulations in the country of destination.

Art. 13 – Intellectual Property, Know-how and Technical Documentation

All drawings, designs, studies, models, prototypes, samples, technical specifications, technical documentation, design solutions and know-how developed by Hawai shall remain the exclusive property of Hawai, even if the related costs have been charged to the Customer.

The Customer may not use these elements to have identical or substantially similar products manufactured by third parties.

Art. 14 – Customized products

14.1 The Customer warrants that the materials, trademarks, logos, drawings and specifications provided do not infringe upon the rights of third parties.

14.2 The Customer indemnifies Hawai against any claims arising from the use of such materials.

Art. 15 – Molds, equipment and tools

15.1 The molds and equipment used for production shall be stored at Hawai's premises.

15.2 The charging of mold costs to the Customer does not imply any obligation to deliver the molds.



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Art. 16 – Technical and Quantitative Tolerances

16.1 Normal industrial tolerances shall not constitute a product defect.

16.2 Hawaii may make deliveries with a quantitative tolerance of up to 5% more or less than the order.

Art. 17 – Customer Solvency

Should elements emerge that give rise to reasonable doubt regarding the Customers solvency, or in the event of late payments, Hawaii shall have the right to suspend production, the execution of orders, and outstanding deliveries, as well as to require advance payment for supplies or adequate guarantees.

In the absence of timely performance by the Customer, Hawaii shall have the right to terminate the outstanding orders, without prejudice to compensation for any damages.

Art. 18 – Protection of company know-how

The Customer undertakes not to use samples, prototypes, documentation or information received from Hawaii to have identical or substantially similar products manufactured by third parties.

Art. 19 – Confidentiality

The Customer undertakes to keep confidential and not to disclose to third parties any technical, commercial or organisational information received from Hawaii during the contractual relationship, nor to use such information for purposes other than the fulfilment of orders.

This obligation shall remain in force even after the termination of the business relationship.

Art. 20 – Model 231 and Code of Ethics

20.1 Hawaii declares that it has adopted an Organisation, Management and Control Model pursuant to Legislative Decree No. 231 of 8 June 2001 (hereinafter, the “Model 231”) and its own Code of Ethics, which form an integral part of the organisation, management and control system adopted by the Company.

20.2 The Customer declares that they are aware of, have received, and have read Model 231 and the Code of Ethics adopted by Hawaii. The Customer undertakes, in so far as they apply to the contractual relationship, to comply with their principles and requirements, as well as to refrain from any conduct that may result in or contribute to a breach thereof.

20.3 Any breach by the Customer of the principles and requirements contained in Model 231 or the Code of Ethics which, having regard to the nature, seriousness, or manner of the conduct, is found to be incompatible with the continuation of the contractual relationship, as well as the commission—including any attempted commission—of any of the offences provided for in Legislative Decree 231/2001 in relation to the performance of the contractual relationship, shall constitute a material breach. This shall entitle Hawaii to terminate the contract in accordance with and for the purposes of Article 1456 of the Italian Civil Code by means of written notice to the Customer stating its intention to invoke this clause, without prejudice to Hawaii’s right to compensation for any damages suffered.



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Art. 21 – Processing of personal data

The parties undertake to process personal data obtained during the contractual relationship in compliance with the applicable legislation on the protection of personal data.

Hawai shall process the personal data received from the Customer for purposes related to the management of the contractual, administrative and commercial relationship, in accordance with the privacy policy made available pursuant to current legislation.

Art. 22 – Applicable Law and Jurisdiction

The law applicable shall be exclusively Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Any dispute shall be submitted to the exclusive jurisdiction of the court of Verona.

Art. 23 – Language

These General Terms and Conditions are drawn up in Italian and English. In the event of conflict interpretations, the Italian version shall prevail.

Specific Approval pursuant to Articles 1341 and 1342 of the Italian Civil Code

The Customer specifically approves Articles 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17 and 21.