

ONLINE SALES CONTRACT

Supplier Identification

The goods subject to these general conditions are offered for sale by HELVEST SYSTEMS GMBH, with registered office in Switzerland, Route des Pervenches, 1 - 1700 Freiburg, registered in the Commercial Register of the Canton of Freiburg under No. CHE-200.495.447 of the Commercial Register, - hereinafter referred to as "Supplier".

Art. 1 - Definitions

1.1. The term "online sales contract" means a purchase sale contract relating to the tangible movable property of the suppliers, stipulated between them and the buyers in the field of distance selling, organized by the Supplier.

1.2. The term "Purchaser" means the natural person who makes the purchase, under this contract, for purposes not related to the commercial or professional activity that may be carried out.

1.3 The term "Supplier" means the person as identified above i.e. the person who sells the goods through the website indicated in the next article.

Art. 2 - Subject matter of the contract

2.1. With this contract, the Supplier sells and the Purchaser purchases at a distance, through telematic tools, the tangible movable goods presented and offered for sale on the website www.helvest.ch.

2.2. The products referred to in the previous point are illustrated, with specific and detailed indication of their characteristics, in the section of the web portal accessible at: www.helvest.ch/prodotti.

2.3. By purchasing the products, the Buyer accepts the license for the software and firmware provided in the products. Please note that the text of the license agreement is present in full on the site indicated above.

Art. 3 - Signing modalities of the contract

3.1. The contract between the Supplier and the Purchaser is concluded exclusively through the Internet network in remote telematic mode, through the Purchaser's access to the web address www.helvest.ch, where, following the procedures indicated therein, the Purchaser formalises the purchase of the goods referred to in point 2.1 of the previous article.

Art. 4 - Conclusion and effectiveness of the contract

4.1 The purchase contract is concluded after the Purchaser has carefully filled in the registration form - with consent to the processing of personal data, according to the Privacy Policy of the website, through the acceptance of the "Terms and Conditions of Sale" - and sent the purchase form filled in by the system after the inclusion of the

chosen products in the electronic cart. Before sending the final order, the Purchaser will be asked to check the contents of the cart, with a summary of the same which contains the details of the ordering party and the order, the price of the goods selected, shipping costs and any additional charges, the methods and terms of payment, the address where the goods will be delivered, delivery times and terms for exercising the right of withdrawal.

4.2. Once the Supplier receives the order from the Purchaser, he sends an e-mail confirmation or displays a web page to confirm and summarize the order, which also contains the data referred to in the previous point.

Art. 5 - Methods of payment and refunding

5.1. Payment by the buyer can only take place for the means indicated in Art.14.

5.2. Any refund to the Buyer will be credited using the same method of payment chosen by the same at the time of placing the order. In the event of exercising the right of withdrawal, the Supplier, will then refund the purchase price immediately after receiving the return of the goods sold and having verified the status of the same. The shipping costs incurred for the return of the goods remain the responsibility of the buyer.

5.3. All communications related to payments are made through a redirection to a third party site. This guarantees the protection of the transactions carried out.

Art. 6 - Delivery times and methods

6.1. The Supplier will deliver the products selected and ordered, according to the methods chosen by the Purchaser or indicated on the website at the time of the offer of the goods, as confirmed in the e-mail referred to in point 4.2.

6.2. Shipping times may vary from the following day to that of the order to a maximum of 30 (thirty) days from the confirmation of same, as required by current legislation. In the event that the Supplier is unable, for any reason whatsoever, to ship within that period, it shall promptly notify the Purchaser by e-mail sent to the address stored during the purchase procedure.

6.3. At the time of delivery, the Buyer is responsible for verifying that: a) the number of packages delivered corresponds to that indicated in the transport document attached to the goods shipped; b) the packaging is intact and not altered even in the closing tapes, if any.

In the event that the delivered goods present any damage presumably caused by transport, the Purchaser may refuse the delivery and immediately notify the Supplier, who will make the necessary complaints to the shipper, providing for a new shipment once the return of the disputed goods is received.

In the event that the customer still decides to accept the goods delivered, despite the packaging is severely damaged and / or tampered with, in order to safeguard their rights must complain to the courier of the suitability of the package, by affixing the words

"RESERVE OF GOODS CONTROL AT CAUSE OF ...". (indicating the reason for the reservation in question) on the delivery note, a copy of which must be kept.

Art. 7 - Prices

7.1. All the sale prices of the products are indicated at the web address www.helvest.ch/shop_it, are expressed in Euro and/or in Francs and they are an offer to the public.

7.2. The sales prices referred to in the previous point include VAT and any other taxes, including customs duties for the EU and Switzerland, if due. The shipping costs and any additional charges, if any, even if not included in the purchase price, are indicated and calculated in the purchase procedure before the order is sent by the Buyer and contained in the web page summary of the order, as well as in the summary e-mail sent after the conclusion of the purchase procedure.

7.3. The prices indicated for each of the goods offered to the public are valid until they are updated, which will be done directly on the website www.helvest.ch with reference to each good. Any promotional offers are specifically indicated and marked on the site with the words "in offer", "product in promotion" or equivalent names.

Art. 8 - Availability of products

8.1. The Supplier ensures the processing and execution of orders without delay through the telematic system used. For this purpose, it indicates in real time, in its electronic catalogue, the number of products available and those not available, as well as the shipping times.

8.2. Should an order exceed the quantity available, the Supplier will inform the Purchaser by e-mail whether the goods can no longer be booked or what the waiting times are for the chosen goods to be obtained, asking whether the order is to be confirmed or not.

8.3. The Supplier's computer system will confirm the order registration as soon as possible by sending the Purchaser an e-mail summary, in accordance with point 4.2.

Art. 9 - Limitations of liability

9.1. The Supplier does not assume any responsibility for inefficiencies imputable to circumstances beyond his control or to fortuitous event..

9.2. The Supplier shall not be liable to the Purchaser, except in cases of willful misconduct or gross negligence, for inefficiencies or malfunctions connected with the use of the Internet network outside the control of the Supplier or its subcontractors.

9.3. The Supplier shall also not be liable for damages, losses and costs incurred by the Purchaser as a result of failure to perform the contract for reasons not attributable to him.

9.4 The Supplier does not assume any responsibility for any fraudulent or illegal use that may be made, by third parties, of credit cards, cheques and other means of payment, for the payment of the products purchased, if he proves to have taken all possible

precautions based on the best science and experience of the moment and based on the ordinary diligence required. It should be noted that the Supplier will not come into contact with the data relating to payment made by the Purchaser.

Art. 10 - Supplier's obligations for defective products, proof of damage and refundable damages

10.1. The Supplier cannot be held liable for the consequences of a defective product if the defect is due to the compliance of the product with an imperative legal provision or a binding measure, or if the state of scientific and technical knowledge at the time the manufacturer put the product into circulation did not yet allow the product to be considered defective.

10.2. No compensation will be due if the damaged party has been aware of the defect of the product and the danger that arose from it, and has nevertheless voluntarily exposed himself to it. Likewise, the Supplier cannot be held responsible for defects resulting from the bad and/or incorrect use of the goods purchased, from external causes (e.g. shocks, falls, etc.), from carelessness, improper use or without also following the instructions in the user manual attached to the purchased product.

10.3. In any case the damaged party must prove the defect, the damage, and the causal connection between defect and damage.

Art. 11 - Guarantees and support procedures

11.1. The Supplier shall be liable for any non-conformity that occurs within 2 (two) years of delivery of the goods.

11.2. The Purchaser shall forfeit all rights if he fails to notify the Supplier of the lack of conformity within a period of 2 (two) months from the date on which the lack of conformity was discovered.

11.3. In any case, unless there is evidence to the contrary, defects in conformity which become apparent within 6 months of delivery of the goods shall be presumed to have already existed on that date, unless this presumption is incompatible with the nature of the goods or with the nature of the lack of conformity.

11.4. In the event of a lack of conformity, the Purchaser may request, alternatively and free of charge, under the conditions indicated below, the repair or replacement of the goods purchased, a reduction in the purchase price or the termination of this contract, unless the request is not objectively impossible to meet or is excessively onerous for the Supplier. The warranty does not cover products that show clear signs of tampering or failures caused by their improper use or by external agents not attributable to defects and / or manufacturing defects.

11.5. The request must be received in writing, via the form on the website, to the Supplier, who will indicate his willingness to proceed with the same - or the reasons that prevent him from doing so - within 7 (seven) working days of receipt. In the same communication,

if the Supplier has accepted the Purchaser's request, he shall indicate the method of shipment or return of the goods as well as the deadline for the return or replacement of the defective goods.

Art. 12 -Obligations of the Buyer

12.1. The Buyer undertakes to pay the price of the goods purchased in the time and manner indicated in the contract.

12.2. Once the online purchase procedure has been completed, the Buyer undertakes to print and keep this contract, which has been received by e-mail as an attachment to the confirmation of the purchase order.

12.3. The informations contained in this contract have already been viewed and accepted by the Buyer - who acknowledges it - before the purchase confirmation, through telematic procedures.

Art. 13 - Right of withdrawal

13.1. The Buyer has the right to withdraw from the contract, without payment of any penalty and without specifying the reason, within 14 (fourteen) days from the date of receipt of the goods purchased.

13.2. In the event that the Purchaser decides to exercise the right of withdrawal he must notify the Supplier through the form on the site.

13.3. The return of the goods by the Purchaser - under penalty of forfeiture - must be done at the latest within 14 (fourteen) days from the date of notice of withdrawal and only after receiving confirmation for shipment from the Supplier. In any case, in order to be entitled to a full refund of the price paid, the goods must be returned intact, in its original packaging and without having been used by the Purchaser, to the address indicated below:

Helvest System GmBH

Route des Pervenches 1, 1700 Fribourg

or some other address specified by the Supplier.

13.4. In order to exercise the right of withdrawal, in accordance with this article, the Purchaser shall bear the direct costs of returning the goods to the Supplier.

13.5. The Supplier will refund the price paid by the Purchaser after having received the goods subject to withdrawal, without prejudice to the conditions set out in point 13.3 above so that the Purchaser can obtain the aforementioned refund.

13.6. Upon receipt of the notice by which the Buyer exercises the right of withdrawal, the Parties to this contract are released from their mutual obligations, without prejudice to the provisions of the preceding points of this article.

Art. 14 - Ways of payment

14.1 Purchases made on the website www.helvest.ch can be paid for by: credit card.

14.2 Every purchase by credit card is carried out with the highest security thanks to the use of UBS payment circuits, to protect the Purchaser's personal data and credit card information from unauthorized access. After confirming the order through the site, the Buyer will be directed to the secure servers of UBS that will manage the transaction with all major credit cards: MasterCard

Visa

Once you have completed your order, you will receive an email confirmation containing your Order Number and a summary of the details of your purchase. Please note that you can check the status of your order at any time in the appropriate section of your profile.

Art. 15 - Protection of the privacy and processing of the Buyer's data

15.1. The Supplier protects the privacy of its customers and guarantees the compliance of the processing of personal data with respect to the provisions of the privacy legislation pursuant to Legislative Decree 30 June 2003, n.196 and in compliance with the principles of protection of personal data established by the GDPR 2016/679 Regulation GDPR 2016/679.

15.2. Personal and fiscal personal data acquired by the Supplier, data controller, are collected and processed in the forms and in the manner provided by the site's Privacy Policy.

Art. 16 - Communications and complaints

16.1. Written communications to the Supplier and any complaints will be considered only if sent via the form on the website www.helvest.ch. The Purchaser undertakes to indicate in the registration form on the website his residence or domicile, telephone number and e-mail address to which he wishes to receive communications from the Supplier.

Art. 17 - Shipment

17.1. For shipments to Italy and Germany the cost will be free for orders equal to or greater than 200.00 Euro. For shipments to other EU countries the cost will be free for orders equal to or greater than 300 euros. For shipment to Switzerland the cost will be free for orders equal to or greater than 300 CHF. The amount of shipping costs will always be calculated before finalizing the order.

17.2 For shipments abroad, shipping costs vary depending on the country of destination, any customs costs (outside the EU), size, weight and volume of the package.

The list below shows the minimum cost for shipping to the relevant countries (prices shown are exclusive of VAT):

Switzerland: 10CHF;

Germany: 6,00 EUR;

EU: 8,00 EUR.

Art. 18 - Return of waste to the Supplier

18.1 In the event that the Purchaser wishes to return to the Supplier a Product deemed waste, the Purchaser must contact the Supplier by email or contact form on the site.

The Supplier will then inform the Purchaser of the type of shipment to be used and the amount that will be refunded.

The Supplier, after receiving the refusal, will refund the cost of shipping to the Purchaser within 30 days by Paypal or by sending a stamp of the same value.

Art. 19 - Jurisdiction and competent Court

19.1. This contract shall be governed by Swiss law. Any dispute relating to the validity, interpretation and/or execution of the same contract shall be settled exclusively by the Court of Fribourg.

19.2 In the event of a dispute over a contract concluded by a consumer, the latter may choose to take legal action at his domicile or at the domicile of the Supplier.