

SALE'S GENERAL TERMS AND CONDITIONS

1. Introduction and Purpose of the General Terms and Conditions of Sale

1.1 These general terms and conditions of sale govern the purchase contract for products (hereinafter referred to as "Products") at Humantech points of sale. These include, for example, medical aids, healthcare devices, mobility aids, orthopedic products and assistance equipment. Therefore, by purchasing the Products at Humantech points of sale, the customer fully accepts the following terms and conditions of sale.

1.2 "Customer" refers to any individual acting for purposes unrelated to their professional, commercial, business or craft activity.

1.3 The seller is Humantech S.r.l. (tax code and VAT no. 03965450160), with its registered office in Torre de' Roveri (BG), Via G. Marconi no. 9.

2. Product Characteristics

2.1 Humantech collaborates with manufacturers who ensure high-quality standards for their products (medical and healthcare devices) and guarantee their compliance with current Italian and European regulations, including safety and health standards. In particular, these products adhere to EU Regulation 2017/745 and Legislative Decree 46/1997, which implements European Directive 93/42/EEC on medical devices. Therefore, Humantech declares that the sale of products at its points of sale is carried out in compliance with Italian and European regulations and that all goods sold are provided with the necessary CE marking.

2.2 The products sold by Humantech include both standard catalog items and custom-made solutions, tailored to meet the specific needs and requests of the customer.

2.3 For customized products, their dimensions and characteristics will be defined on a case-by-case basis by Humantech technicians or professionals, according to the customer's requirements. In case of incorrect measurements taken by Humantech personnel, after verification and confirmation of the mistake and the correct measurements, the customer will be entitled to receive a new customized product. Conversely, for standard products, the customer is responsible for providing accurate technical specifications and measurements to Humantech personnel, possibly based on a received medical prescription. For these standard products, once the order has been placed, the customer will not be able to modify the measurements and/or technical characteristics.

2.4 The products sold by Humantech are intended exclusively for personal use and must be used in accordance with the instructions for use provided by the manufacturer.

2.5 For custom-made products, Humantech personnel will provide the customer with a cost estimate before order confirmation.

2.6 Products are not supplied for trial or as samples. Additionally, Humantech personnel may authorize the customer to test certain products in-store, but only for specific categories of goods.

2.7 The customer is responsible for choosing the purchased products and ensuring that they meet their specific needs.

2.8 Humantech informs customers that for certain products (e.g., wheelchairs, braces, various medical devices, etc.), consulting a professional (e.g., a doctor) may be necessary, depending on the customer's specific requirements. In such cases, it is the customer's responsibility to obtain the necessary technical information to select the appropriate product. Therefore, in the case of purchasing custom-made or personalized products based on a medical prescription or recommendation, Humantech cannot be held responsible for any incorrect, non-compliant, or unsuitable purchases that do not meet the customer's specific needs.

3. Prices

3.1 The prices of the Products are expressed in euros and include VAT. Any additional costs for extra services (e.g., delivery, assembly) will be determined by Humantech personnel before purchase confirmation and before the payment of the due amount.

3.2 The prices of individual products, as displayed and/or communicated in the stores, supersede and replace any previously indicated prices.

3.3 In the case of purchasing Products eligible for tax deductions, Customers who wish to benefit from such deductions must provide their tax identification number by presenting their health card at the time of purchase and before the receipt or invoice is issued.

3.4 If a Customer is entitled to benefit from the reduced 4% VAT rate, they must inform Humantech store personnel before completing the purchase. Specifically, the customer must provide copies of: the specific medical prescription indicating that the medical device is required due to a disability; the certificate issued by the local health authority (ASL) attesting to the disability (motor, visual, auditory, speech impairment) and its permanent nature; their identity document and tax identification number. Humantech personnel reserve the right to verify the completeness, adequacy and validity of the documentation provided. If the documentation is deemed insufficient or incorrect, Humantech may deny the application of the reduced 4% VAT rate

4. Purchase Methods

4.1 The purchase of Products is carried out by the Customer directly at the Humantech store/sales point. Once the desired Product has been selected, the Customer may proceed with payment using the payment methods accepted by the store (cash, credit cards, debit cards, etc.).

4.2 In the case of purchasing mechanical home aids, the Customer must visit any Humantech sales point to schedule an appointment for an on-site inspection with Humantech's designated technicians. For these specific products, home delivery and/or assembly services are available, the cost of which is borne by the Customer, as outlined in section 3.1 above.

4.3 If the Customer requires an invoice for the purchased Product, this request must be communicated to the store personnel before the issuance of the fiscal receipt and before payment is made.

5. Exchange of "Standard" Products

5.1 Humantech grants the Customer the right to exchange a purchased "standard" Product within seven days from the purchase date. The Customer may choose a different Product, the same Product in a different size/measurement, or a higher or lower quality version. This exchange right may only be exercised at the sales point where the Product was purchased. The exchange also applies to discounted Products.

5.2 A mandatory condition for exercising the exchange right is that the Customer presents documented and fiscal proof of the purchase (receipt or invoice) and that the Product remains unused, intact, and in its original packaging with tags and price labels untouched.

5.3 Upon exercising the exchange right, and after Humantech staff verifies the necessary conditions (Product type, condition, integrity, and compliance with the time limits in section 5.1), the Customer must return the Product at their own expense.

5.4 The exchange right may be exercised for any reason, provided it complies with the terms outlined in section 5.1. Therefore, the Customer is not required to justify their choice.

5.5 If the Customer chooses to exchange the purchased Product for a more expensive one, even if of the same nature, type, or category, they must immediately pay the price difference. Conversely, if the Customer exchanges the Product for a less expensive one, they may either: add additional Products to the purchase (and pay any remaining price difference), or receive a voucher (purchase credit) equal to the price difference. This voucher is valid for one year and can be used at any Humantech store. If the voucher is not used or only partially used within

one year from the date of issuance, it will expire. In any case, the Customer cannot request, demand, or receive a cash refund for the price difference.

5.6 In compliance with pre-contractual information obligations, the exchange right cannot be exercised for: customized or made-to-measure Products designed according to the Customer's specific requests; products subject to deterioration or rapid expiration; sealed Products that cannot be returned for hygiene or health protection reasons once opened after purchase (e.g., medical or personalized healthcare items); products that come into intimate contact with the user, such as toilet seat risers, bidet risers, shower chairs and toilet supports.

5.7 The substantial integrity of the returned Product is an essential condition for exercising the exchange right. The Customer loses this right if:

- a) The Product has been modified or used;
- b) The Product lacks its original packaging;
- c) The Product is incomplete, missing accessories or essential components (e.g., cables, instruction manuals, etc.).

6. Legal Warranty

6.1 All Products sold in stores are covered by the legal warranty of conformity for manufacturing defects, as provided by the Consumer Code. This warranty lasts for 2 years from the date of purchase and covers conformity defects or faults that appear within this period. Products may also be accompanied by a manufacturer's commercial warranty, which covers defects that may arise due to extended use over time.

6.2 There is no conformity defect if, at the time of purchase, the Customer was aware of the defect or could not have ignored it with ordinary diligence. Likewise, the warranty does not apply if the defect results from modifications made by the Customer to the Product.

6.3 For Products purchased by businesses or individuals acting for commercial and/or professional purposes (who are therefore not covered by the Consumer Code), the legal warranty for manufacturing defects lasts for one year. In this case, the Customer must report the Product defects to the seller within eight days of discovery, unless otherwise required by law, or they will lose the right to the warranty.

6.4 If the conditions for activating the legal warranty are met, Humantech will report the issue to the Product's manufacturer, who will determine whether the Product should be repaired or if it is more appropriate to replace it under warranty.

6.5 In any case, if the necessary conditions are met, Humantech will only replace the Product under warranty, while any repair work, when possible, will be carried out by the manufacturer,

with Humantech acting as an intermediary in relations with the Customer. However, it is understood that the repair or replacement of the Product must be carried out promptly to avoid causing significant inconvenience to the Customer, considering the nature of the product and the purpose for which it was purchased.

6.6 If the Product has defects or non-conformities, the Customer has the right to request, at no additional cost, the repair or replacement of the Product, at their choice, provided that the requested remedy is objectively possible and not excessively burdensome for the seller or the manufacturer compared to the alternative remedy. This assessment considers the nature of the Product, its value in the absence of the defect, the extent of the defect, and the possibility of applying the alternative remedy without inconvenience to the Consumer. In any case, if the defect is minor, the chosen remedy cannot lead to a price reduction, contract termination, or compensation for any damages suffered.

6.7 Alternatively, the Customer has the right to a proportional price reduction or contract termination if:

- the seller has failed to replace the Product, despite this being the most appropriate and suitable remedy;
- a non-conformity defect persists despite the seller's or manufacturer's attempt to restore the Product's conformity;
- the defect is so severe that it justifies one of these remedies;
- the seller or manufacturer has stated—or it is evident from the circumstances—that they will not proceed, even due to impossibility, with restoring conformity within a reasonable timeframe;
- repair or replacement is impossible or would cause significant inconvenience or damage, considering the nature of the product and the purpose for which it was purchased.

In any case, even if the non-conformity defect is severe, the chosen remedy cannot result in compensation for damages, unless such damages are an immediate and direct consequence of Humantech's failure to fulfill its obligations under the applicable legal warranty.

6.8 In any case, regardless of the Customer's status or qualification, they will lose the right to the warranty if:

- a) they have not fully paid the seller for the Product;
- b) the Product has been modified or altered;
- c) the Product has been used for purposes other than its intended use or has been misused, including in violation of the provided instructions;

d) the Product is incomplete due to the absence of essential components (e.g., accessories, cables, instruction manuals, etc.).

6.9 In any case, regardless of the Customer's status or qualification, the legal warranty provided by the seller does not cover:

- defects that arise after the purchase;
- defects resulting from normal wear and tear of the Product;
- defects caused by lack of maintenance or maintenance performed not in compliance with the instructions provided by the seller and/or manufacturer;
- defects caused by accidental events, force majeure, or third-party actions;
- damages suffered by the Customer due to incorrect or improper use of the Product, in violation of the provided instructions.

6.10 In any case, Humantech assumes no responsibility for direct and/or indirect damages suffered by the Customer due to the use, even improper, of the Product.

7. Miscellaneous Provisions

7.1 Humantech reserves the right to modify the rules governing these General Terms and Conditions of Sale, as well as the economic conditions applied to them and to sales concluded at its points of sale with customers. Such modifications will be communicated to customers, including potential ones, through publication on its website.

8. Complaints

8.1 For complaints regarding purchased Products, the Customer may contact our customer service through:

- Email: info@gruppohumantech.it
- Phon: +39 035 521755

9. Processing of Personal Data

9.1 The personal data collected during the sale are processed in compliance with the provisions of EU Regulation 2016/679 (GDPR) and the applicable Italian privacy regulations. The data will be used exclusively for the execution of the contract and for managing communications with customers.

10. Applicable Law and Jurisdiction

10.1 The sales contract is governed by Italian law. In the event of disputes regarding the interpretation and execution of these general conditions, the competent court shall be that of Bergamo, unless the Customer is a consumer, in which case the competent court shall be that of the consumer's place of residence or domicile.