



think:water

Via delle Pezze 35
35013 Cittadella (PD) Italy
Cap. Soc. € 90.000,00 i.v. - C.F. e P.I. 03985480288
REA: PD - 352571 - Codice SDI: AU7YEU4

T. +39 049 9403792
F. +39 049 5971699
E. info@thinkwater.com

GENERAL CONDITIONS

Article 1 - SCOPE OF APPLICATION AND DEFINITIONS.

1.1 The General Conditions govern all present and future contractual relationships between the Supplier and the Buyer concerning a supply of Products, as well as the performance of Services, in whatever form entered into. Unless expressly waived in writing, the General Conditions shall prevail over any other deviating clauses contained in order forms or other documents used by the Supplier and/or the Buyer. Any general terms and conditions of the Buyer (and/or other contractual texts proposed by the Buyer) shall not apply, however, unless expressly approved in writing by the Supplier with a declaration of waiver by the Supplier of the General Conditions.

1.2 For the purposes of the General Conditions, the following terms shall have the following meaning:

- (a) "**Buyer**" means the individual or the legal entity that purchases the Products and/or Services from the Supplier;
- (b) "**Contract**" means the legally binding contractual relationship established between the Buyer and the Supplier, through acceptance of the Order, involving the sale of Products and/or performance of Services in accordance with the terms of the Order, as well as the General Conditions;
- (c) "**General Conditions**" means this contractual document;
- (d) "**Supplier**" means Think Water S.r.l., with its registered office in Cittadella (PD), Via Delle Pezze No. 35, VAT no. 03985480288;
- (e) "**Order**" (or, in plural, "**Orders**") means the purchase proposal made by the Buyer to the Supplier for the purpose of purchasing the Products and/or performing the Services;
- (f) "**Parties**" means, jointly, the Buyer and the Supplier;
- (g) "**Price**" means the consideration payable by the Buyer to the Supplier for the purchase of the Products and/or the performance of the Services;
- (h) "**Products**" means the goods sold by the Supplier and purchased by the Buyer under the Contract;
- (i) "**Services**" means the services of work, including professional or intellectual work, specified in the Order;

Section I - Sale

Article 2 - PURCHASE ORDERS.

- 2.1 The Buyer may place Orders by completing the appropriate forms prepared by the Supplier and deliver them to the Supplier by certified mail or e-mail.
- 2.2 Each Order shall be deemed binding for the Buyer until its acceptance by the Supplier, which shall be communicated to the Buyer within 30 (thirty) days from Supplier's receipt of the Order.
- 2.3 In the case of an offer issued by the Supplier, it shall be deemed effective for 60 (sixty) days from the date of its receipt by the Buyer.
- 2.4 The Orders collected by the Supplier, including through its agents and representatives, shall not result in any obligation of the Supplier until acceptance in writing by the Supplier.
- 2.5 The collection of sums paid as an advance does not constitute acceptance of the Order. In the event of non-acceptance of Orders, the Supplier shall return the sums, but shall not be liable to pay any interest.
- 2.6 In the event that the Products are delivered to a foreign country, the Contract shall be deemed subject to the successful completion of all verifications deemed necessary by the Supplier to ascertain the absence of export restrictions with respect to the Products and/or the Buyer and/or the final recipient of the Products. For the purpose of performing such controls, the Supplier shall have the right to request any information deemed necessary regarding the final destination of the supply from the Buyer, which the Buyer agrees to provide in a timely manner. The duration of such export controls is estimated to be 15 (fifteen) working days and, until their conclusion with negative results, the Supplier's obligations shall remain suspended, with the consequence that Buyer shall not be entitled to demand their execution, nor to exercise any termination or other right, it being understood that the acceptance of the offer or the issuance of the Order by the Buyer shall be deemed to be binding for the Buyer until the negative outcome of such controls.
- 2.7 Without prejudice to the execution of Orders already confirmed, the Supplier shall be free to suspend and/or discontinue the supply of the Products in its price lists at any time and without notice without Buyer having any claim or demand in this regard.
- 2.8 The Parties acknowledge and agree that: (a) the Contract, once executed, binds

the Parties to its performance; (b) the Buyer is not entitled to terminate the Contract without cause; and (c) in the event that the Buyer intends to withdraw from the Contract without cause, the Supplier shall have the right, at its sole discretion, to (i) dispose of the Products as it deems most appropriate, also applying to the Buyer liquidated damages equal to 40% (forty percent) of the value of the Contract, without prejudice to compensation for greater damages, or (ii) invoice the sale in full, shipping the Products at the Buyer's expense, without prejudice for Article 15.5 of the General Conditions.

Art. 3 - PRICES

3.1 Prices are those shown in the price lists in effect at the time the Contract is signed by the Buyer. VAT is excluded from all prices and charges, as are transportation, postage and insurance charges.

3.2 Any special features, options or modifications of the Products requested by the Buyer will be charged separately and added to the price.

Art. 4 - PAYMENTS

4.1 Payments shall be made in the manner and on the due dates agreed upon by the Parties.

4.2 Any payments made to the Supplier's agents, representatives or business auxiliaries shall be deemed to be subject to the Supplier's collection of the sums.

4.3 If the Buyer delays in whole or in part any payment, the Supplier shall be entitled to payment of default interest pursuant to Legislative Decree no. 231/2002 from the date on which the sum became due (i.e., on the expiry of the agreed term), without any notice being required in this regard, in addition to any reimbursement of expenses made necessary for the purpose of recovering the debt.

4.4 In the event of total or partial default in payments by the Buyer, including those relating to previous supplies, in addition to the provisions of Article 4.3 above, the Supplier may, at its own discretion and upon written notice sent to the Buyer, suspend performance of its obligations.

4.5 In the event that the Parties have agreed on an instalment payment of the price of the Products, the transfer of the title of the Products shall not occur until the agreed price (including interest) has been paid in full, pursuant to Article 1523 of the Italian Civil Code, it being understood that the Buyer assumes all risk of deterioration and perishing of the Products from the moment of delivery. The Buyer undertakes not to assign or give the Products for use to third parties, as well as not to remove them without the written consent of the Supplier. Failure to pay within the agreed terms, even of a single instalment exceeding the eighth part of the Contract price, or failure to pay two instalments, shall result in both the Supplier's right to terminate the Contract, effective upon notice to the Buyer, and the Supplier's right to declare the Buyer forfeited the benefit of the term and to demand immediate payment, in whole or in part, of the outstanding balance. In the event of termination, the Supplier shall have the right to obtain the immediate return of the Products sold and to retain by way of compensation for the use of such Products the instalments collected, subject, however, to compensation for further damage.

4.6 The diminution of the warranties provided will automatically result in the Buyer's forfeiture of the benefit of the term and authorize the Supplier to demand the immediate payment of the price of the Products.

Article 5 - DELIVERY AND SHIPPING.

5.1 Any delivery terms stated in the Contract shall be deemed in working days and shall not have an essential and peremptory nature. Unless otherwise agreed in writing between the Parties, delivery of the Products shall be deemed to be ex works at the Supplier's place of business (Incoterms 2010).

5.2 The Supplier may split deliveries, subject to stock availability. In the event of periods of plant closure due to national holidays and/or planned company shutdowns, or in cases of force majeure, such as, but not limited to, strikes, lockouts including those of suppliers, reductions in working hours, limitations of electricity and fuel supplies, customs halts, lack of or difficulties in obtaining raw materials in the Italian market, fires, accidents, transport limitations, the delivery terms shall be considered automatically extended for the corresponding period.

5.3 Delivery terms shall be deemed automatically suspended in the event of non-payment, even partial, of the Order price by Buyer.

5.4 Should the delivery of the Products ordered be delayed at Buyer's request or otherwise for reasons attributable to Buyer, the Supplier shall be entitled to invoice the sale.

thinkwater.com

UNI EN ISO 9001:2015
UNI EN ISO 14001:2015
MOCA



think:water

Via delle Pezze 35
35013 Cittadella (PD) Italy
Cap. Soc. € 90.000,00 i.v. - C.F. e P.I. 03985480288
REA: PD - 352571 - Codice SDI: AU7YEU4

T. +39 049 9403792
F. +39 049 5971699
E. info@thinkwater.com

5.5 Unless otherwise agreed upon in writing between the Parties, the shipment and transportation of the Products shall be the responsibility of the Buyer, who, within 10 days of the notice of goods ready for delivery, shall notify the Supplier of the freight forwarder or carrier appointed. After 10 (ten) days from the notice of goods ready notice without the Buyer having arranged to have the Products picked up, the Supplier shall have the right, at its sole discretion, to (i) dispose of the Products as it deems most appropriate, also applying to the Buyer liquidated damages equal to 40% (forty percent) of the value of the Contract, without prejudice to the compensation for greater damages, or (ii) invoice the sale in full, providing for the shipment of the Products at the expense of the Buyer.

Art. 6 - INSTALLATION.

6.1 Installation, storage and maintenance of the Products, where applicable, are the sole responsibility of Buyer.

6.2 In order for the warranty referred to in Article 7 below to be valid and effective, the Buyer shall give the evidence that it has complied with and adhered to the technical instructions provided by the Supplier through the data sheets of the Products or through the instructions provided by its technical department.

Art. 7 - WARRANTY.

7.1 The Supplier warrants its Products exclusively against any mechanical and electrical defects and within the limits of performance and according to the data described in the relevant data sheets, for the period of **12 (twelve) months from delivery**, subject to the limitations and exclusions indicated in the General Conditions.

7.2 The Buyer shall, pursuant to and for the purposes of Article 1495 of the Italian Civil Code, notify the Supplier in detail and in writing of all defects within the term of 8 (eight) days commencing (i) from delivery, if they are apparent defects and (ii) from discovery, if they are hidden defects.

7.3 Following receipt of the written notice referred to above, if the Supplier's investigation shows that, in its sole discretion, the defect is attributable to the Supplier, the Supplier shall be obliged, solely at its own option, to replace or repair the defective Products at its own expense. In this case, the Supplier may require the return of the defective Products, at Buyer's expense, which shall become its property. In all cases, the return of defective Products must be authorized in advance in writing by the Supplier.

7.4 In the event the analysis of the Products shows that the defect is not responsibility of the Supplier, the repair or replacement will be born by the Buyer, including shipping costs.

7.5 In performance of the warranty provided, the Supplier shall only be obliged to eliminate defects and faults, being expressly excluded for the Buyer the right to request the termination of the Contract, the reduction of the price or compensation for all damages in general or those dependent on the non-use of the Products for the time necessary for interventions, repairs and restoration. For the pickup and delivery of the Products at the Buyer's location, the Buyer shall be charged a lump sum as a "call-out fee" in accordance with the applicable rates.

7.6 It is understood that the aforesaid warranty (obligation to repair or replace the Products) must be considered as absorbing and replacing any other warranty or liability, whether contractual or non-contractual, provided for by law in relation to the Products, remaining in particular expressly excluded any liability of the Supplier for direct, indirect, incidental and consequential damages that may arise from the defectiveness and/or non-conformity of the Products, without prejudice to the provisions of the mandatory provisions of law as per Legislative Decree 206/2005.

7.7 Under no circumstances shall the warranty be suspended, interrupted or extended as a result of Buyer's failure to use the Products, even if due to warranty repairs. The Parties agree that any replacements or repairs under warranty shall not result in the commencement of a new warranty period on the Product, it being understood between the Parties that a warranty period of 6 (six) months commencing, as the case may be, from the date of replacement or repair shall be recognized in favour of the Buyer on the replaced or repaired component.

7.8 The effectiveness and operation of the warranty is subject to the Buyer having no outstanding debts to the Supplier and signing the General Conditions.

7.9 This clause shall not prejudice the right of the Parties to agree on different warranty terms by entering into a separate agreement expressly derogating from one or more of the provisions of the General Conditions.

Article 8 - EXCLUSION OF WARRANTY

8.1 The warranty does not apply if:

(a) the defect is caused by the assembly, installation or laying of the Products by the Buyer, or by a third party engaged by the Buyer, in breach of the instruction manual and related data sheets;

(b) the Products are used in unsuitable locations or operating conditions;

(c) the Buyer has not used, stored or maintained the Products in accordance with the instruction manual and related data sheets;

(d) the defect is attributable to normal wear and tear;

(e) the Buyer has directly repaired, or engaged third parties to repair the Products;

(f) the damage or defects have been caused in the course of transportation and have not been promptly reported by the Buyer at the time of delivery through the affixing of "acceptance with reservation" statements or similar formulas on the transport document;

(g) the defect results from external accidents, improper use, decrease in pressure or flow, changes in the characteristics of the water to be treated, or changes in power supply, as well as unsuitability of consumables;

(h) the defect results from overuse of the Products, or from damage and/or deterioration caused (or aggravated) by failure to stop using the Products when there are technical problems.

8.2 In cases of warranty exclusions, any repair services may only be carried out following the signing of the repair estimate by the Buyer. In the event of rejection of the repair estimate, the Supplier may charge the Buyer a lump sum of Euro 50.00, as reimbursement for the costs incurred in performing the analysis services and handling the return of the Product. In the event that the Supplier does not receive any feedback, positive or negative, within the term of 60 (sixty) days after sending the repair estimate, the Supplier shall be entitled to order the scrapping of the Products.

Section II - Final Clauses

Article 9 - AUTHORIZATION TO SUBCONTRACT.

The Buyer expressly authorizes the Supplier, where the regulatory provisions permit, to enter into subcontracts for the performance of the agreed services, without any need for future communication in this regard, except for the information and communication requirements set forth in the applicable regulatory provisions.

Art. 10 - SOLVE ET REPETE

10.1 The Buyer shall not be entitled to suspend or delay payments due by alleging disputes, exceptions, claims or delays in the delivery of any material or product, it being understood that the clause referred in Article 1462 of the Civil Code is expressly agreed in favour of the Supplier.

10.2 Article 10.1 above shall also apply in the event that the Buyer's complaints relate to defects and faults in the Products, including those concerning other possible supplies or the incorrect performance of related commissioning activities.

Art. 11 - TERMINATION WITH CAUSE.

11.1 The Contract shall be deemed to be terminated under Article 1456 of the Italian Civil Code, upon the occurrence of even one of the following events:

(i) the Buyer fails to pay the amounts due within 60 days of the agreed term;

(ii) in the event that following the entering into of the Contract, the supply of the Products would be suspended due to Buyer's needs for a period exceeding 120 (one hundred and twenty) days;

(iii) if more than 60 (sixty) days have passed from the date of notification that the goods are ready, sent by the Supplier to the Buyer, and the Buyer has not collected the Products;

(iv) in case of violation by the Buyer of the rules and principles dictated on anti-corruption and anti-money laundering, as well as those expressly set forth in the code of ethics adopted by the Supplier;

(v) in the event that the Buyer is in a state of crisis and/or liquidation or insolvency, or is undergoing bankruptcy or debt restructuring or settlement proceedings with creditors (including out-of-court).

11.2 In the event of the situations referred to in Article 11.1 above, any sums already paid by the Buyer, in addition to the instalments due, will be retained by the Supplier (or due to the latter) as liquidated damages; without prejudice to the right to compensation for any greater damage suffered.

thinkwater.com

UNI EN ISO 9001:2015
UNI EN ISO 14001:2015
MOCA



think:water

Via delle Pezze 35
35013 Cittadella (PD) Italy
Cap. Soc. € 90.000,00 i.v. - C.F. e P.I. 03985480288
REA: PD - 352571 - Codice SDI: AU7YEU4

T. +39 049 9403792
F. +39 049 5971699
E. info@thinkwater.com

Article 12 - LIMITATIONS OF LIABILITY

12.1 The Buyer expressly releases the Supplier from all liability and consequent compensation for damages dependent on the improper use of the Products that are attributable to the Buyer or a third party.

12.2 The Parties agree that the Buyer shall bear all risks arising from events not directly attributable to the Supplier.

12.3 The Parties agree that, in any event, the Buyer and/or its successors in title shall not be entitled to take action to obtain compensation of a value in the aggregate in excess of the Price. In addition, except in the case of wilful misconduct and gross negligence, the Supplier shall not be liable to Buyer for any loss of profits or for any indirect and consequential losses or damages, such as those arising from, but not limited to, loss of or reduced production, loss of chance, and loss or reduced use, resulting either from breach of contract or from Supplier's non-contractual or pre-contractual liability.

Art. 13 - FORCE MAJEURE.

Neither Party shall be held liable if the performance of the Contract is prevented, or made unreasonably burdensome by any of the following circumstances: labor conflicts and all other circumstances that depend on force majeure, such as, but not limited to, fire, war, military mobilization, insurrection, requisition, capture, embargo, limitation of power, epidemic, defects or delays in deliveries by subcontractors due to the circumstances described in this clause.

Article 14 - CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

14.1 The Buyer is bound to observe absolute confidentiality on all information of a technical and commercial nature (such as, but not limited to, drawings, prospectuses, documentation, formulas and correspondence) received from the Supplier or otherwise learned in the performance of the Contract. The communication to third parties of one (or more) of the confidential information may only take place with the prior consent of the Supplier expressed in writing.

14.2 The Buyer acknowledges that all industrial and/or intellectual property and/or know-how rights relating to distinctive signs, patents for invention and/or utility models, designs and models, or otherwise related to the Products are and shall remain the exclusive property of the Supplier, with the result that the Buyer is therefore not granted, either free of charge or for consideration, any rights or licenses.

Art. 15 - MISCELLANEA.

15.1 In the event that the Supplier fails to enforce any of the provisions set forth in the General Conditions, or any right arising therefrom, this shall not be construed as a waiver of such provision or right.

15.2 The Buyer shall not assign or transfer to any third party, in whole or in part, the Contract entered into with the Supplier, or any of its rights or obligations thereunder, without the prior written consent of the Supplier.

15.3 The Supplier acknowledges and recognizes as accurate and valid any technical document, prospectus, blueprint, instruction, directive or indication that has been transmitted or communicated by the Buyer to the Supplier for the purpose of obtaining the delivery of the Products.

15.4 Any performance not expressly provided for in the Contract with the Supplier shall be deemed excluded. In particular, the services of: (i) site management and coordination; (ii) handling, transportation and storage of the Products; (iii) issuance, by the competent authorities, of licenses, authorizations, clearances or similar declarations having to do with the sale, use or storage of the Products; (iv) study, technical design and identification of the places where the Products are to be delivered or installed, as well as study and evaluation of the suitability of the Products with respect to the places where the Products are to be installed or to the results expected by the Buyer.

15.5 In the event that the Buyer has the status of consumer pursuant to art. 3, lett. a) Legislative Decree 206/2005 (the "Consumer Code"), the Consumer Code, the General Conditions and, residually, the Civil Code shall apply, in this order of priority. Upon the occurrence of these cases, the Parties acknowledge and agree that: (i) the Buyer may withdraw from the Contract within 14 (fourteen) days from the delivery of the Products, except in the case of customized goods or goods that after delivery are, by their nature, inseparably mixed with other goods; (ii) the Buyer, in addition to the provisions relating to the warranty set forth in the General Conditions, may benefit from the legal warranty referred to in art. 128 *et seq.* of the Consumer Code.

15.6 The catalogue shared with Buyer presents the range of Products available on the date of communication. The information, including images and technical data in the catalogues and price lists, is for illustrative purposes only and does not constitute a binding commitment. The Supplier reserves the right to change them at any time without prior notice.

15.7 The Buyer, if it intends to promote the resale of the Products online, shall display the price list intended for its customers only in a restricted area, accessible only after user authentication.

Article 16 - IMPORT/EXPORT REQUIREMENTS.

16.1 The Buyer agrees to obtain and maintain any license, authorization, certification or other permit that may be necessary to provide for the purchase, supply or sale of the Products. To this end, the Buyer will procure, at its own expense, any documents required by law for the purpose of exporting the Products. Where the Supplier is required by law to obtain and maintain such documentation, the Buyer agrees as of now to support and assist the Supplier in fulfilling its legal obligations.

16.2 The Buyer warrants that it will not export or re-export the Products, nor will it sell or transfer them in violation of the regulations dictated for import and export. In compliance with the aforementioned regulations, the Buyer warrants that any third party to whom it may eventually sell or assign the Products in any capacity will assume the same contractual commitment.

16.3 In the event of any breach of this Article, the Supplier shall be entitled, at its sole and exclusive discretion, to revoke any supply of Products or provision of services, or to terminate the Contract or suspend its performance. In such event, any claim the Supplier has against the Buyer shall be deemed due and payable, and the Supplier may demand immediate payment thereof. For purposes of the interpretation of this Article, "import and export law" shall mean the regulations adopted in this regard by Italian law, the law of the European Union and the law of the United States of America.

Article 17 – ANTI-BRIBERY.

17.1 The Buyer agrees, in connection with the Contract and all activities related thereto, to comply with all applicable laws, rules, regulations, decrees and/or official governmental ordinances relating to anti-corruption and anti-money laundering. In particular, the Buyer shall comply with the requirements dictated in this regard by the Bribery Act 2010, U.S. Foreign Corrupt Practices Act 1977, as amended, and Law no. 190 of November 6, 2012.

17.2 As a matter of its own company policy, the Supplier expressly prohibits Buyer from offering, promising and/or paying bribes, kickbacks or any "facilitation money" for anything pertaining to the Contract and related activities. The Buyer agrees and confirms that neither it nor any of its affiliates, subsidiaries, suppliers, or subcontractors, nor any of their respective owners, directors, officers, employees, agents and representatives has made, offered, promised, or authorized nor will make, offer, promise, or authorize any payment or other transfer of anything of value, including, among others, the provision of funds, services, gifts, or entertainment, directly or indirectly, to:

- (a) Government officials;
- (b) directors, officers or employees of Buyer or affiliates of Buyer;
- (c) public officials, political parties, party officials or candidates for political office;
- (d) agents or intermediaries for any of the above payments;
- (e) any other person who is involved, directly or indirectly, in the performance of the Contract as well as any transaction related, subsequent and consequential thereto.

17.3 The Buyer declares that it respects the principles and rules contained in the code of ethics adopted by the Supplier, which can be found on the relevant institutional website, accepting its contents in full, which it declares that it is well acquainted with. Furthermore, the Buyer undertakes to set up adequate supervisory procedures, to verify their suitability and, where necessary, to strengthen and implement them, so that none of the activities prohibited by this article are carried out, directly or indirectly.

Article 18 - PROCESSING OF PERSONAL DATA.

With reference to the provisions set forth in the EU Regulation 679/2016 (GDPR) on the protection of privacy, the Parties undertake to ensure that the personal data of their respective legal representatives, employees or collaborators, provided compulsorily for the conclusion of the Contract, are collected, processed and stored in compliance with confidentiality and within the limits of what is necessary for the

thinkwater.com

UNI EN ISO 9001:2015
UNI EN ISO 14001:2015
MOCA



think:water

Via delle Pezze 35
35013 Cittadella (PD) Italy
Cap. Soc. € 90.000,00 i.v. - C.F. e P.I. 03985480288
REA: PD - 352571 - Codice SDI: AU7YEU4

T. +39 049 9403792
F. +39 049 5971699
E. info@thinkwater.com

administrative management of the contractual relationship, relations with public administrations and judicial authorities, and for legal fulfilments related to civil, tax and accounting regulations.

Article 19 - APPLICABLE LAW AND JURISDICTION

19.1 The Contract is governed by the laws of the Italian Republic.

19.2 For any dispute relating to the execution, effectiveness, termination and validity of the Contract the Court of Bologna shall have exclusive jurisdiction.

EUROPEAN REGULATION 2016/679, HERINAFTER THE "GDPR"

Think Water Srl, with offices at Via delle Pezze, 35 – 35013 Cittadella (PD), Italy, Tax Code and VAT no. 03985480288, as the Controller (in terms of processing personal data), hereinafter referred to as the "Controller", informs you, pursuant to article 13 of Italian Legislative Decree 30.6.2003 no. 196 (hereinafter the "Privacy Code") and article 13 of EU Regulation no. 2016/679 (hereinafter the "GDPR") that your personal data will be processed for the purposes and by the methods that follow.

THE SUBJECT OF THE PROCESSING

The Controller processes personal data, identifying and non-sensitive data (specifically, first name, last name, VAT no., email address, telephone number – hereinafter referred to as the "personal data" or simply the "data") that you provide when requesting information about the Controller's products or services or when compiling a contact form at our web site.

PURPOSES

Data will be processed for the purposes related to fulfilling the following obligations, regarding legal and contractual obligations and for other purposes:

- To fulfil obligations required by law in terms of tax and accounting;
- To manage clients and suppliers;
- To schedule activities;
- For historical client and supplier invoicing;
- For post-sales support;
- To manage disputes;
- For debt recovery activities;
- To manage quality;
- To measure the level of client satisfaction;
- To communicate new services and/or products that the Controller is offering.

The processing of functional data to fulfil these obligations is necessary to properly manage the relationship and providing this data is mandatory in order to achieve the purposes indicated above. Failure to provide this data, or providing inaccurate data, regarding the mandatory information, may make it impossible for the Controller to ensure the adequacy of the processing itself.

METHODS OF PROCESSING PERSONAL DATA

Processing your personal data is done by those operational methods indicated in article 4 of the Privacy Code and article 4(2) of the GDPR, specifically:

- the collection, recording, organisation, storage, consultation, processing, alteration, selection, extraction, comparison, use, interconnection, block, communication, erasure and destruction of the data.

Your personal data is subject to both paper-based and electronic processing.

The Controller will process your personal data for the time necessary to fulfil the purposes as mentioned above and, in any case, for no longer than 10 years from the termination of the relationship for Service Purposes and for no longer than 5 years from the date the data is collected for Marketing Purposes.

Processing is carried out in compliance with those methods referred to in articles 6 and 32 of the GDPR and by the adoption of appropriate security measures. Personal data will be processed solely by those personnel expressly authorised by the Controller to do so and by external subjects duly appointed by the Controller. Third parties who carry out processing operations on behalf of the Controller are expressly appointed as external Processors for the relevant processing.

thinkwater.com

UNI EN ISO 9001:2015
UNI EN ISO 14001:2015
MOCA



think:water

Via delle Pezze 35
35013 Cittadella (PD) Italy
Cap. Soc. € 90.000,00 i.v. - C.F. e P.I. 03985480288
REA: PD - 352571 - Codice SDI: AU7YEU4

T. +39 049 9403792
F. +39 049 5971699
E. info@thinkwater.com

ACCESS TO DATA

Data may be made accessible for the purposes referred to in the section, Purposes:

- to the Controller's employees and collaborators, in their role as persons in charge of the processing and/or internal processors and/or system administrators;
- to the Controller's partners or suppliers (for example, as part of the technical management of the services, to store personal data, etc.) or to third-party subjects (for example, service providers who manage and maintain the web site, suppliers, credit institutes, professional firms, etc.) to whom activities are out-sourced by the Controller and who act as external processors.

COMMUNICATING TO THIRD PARTIES

Data will be communicated exclusively to those competent parties in order to fulfil the services necessary to properly manage the relationship, with the assurance that the data subject's rights will be safeguarded:

- Consulting companies regarding accounting, administrative and tax matters;
- Companies providing IT services;
- Consultants and professionals, as well as in an associated form;
- Debt recovery companies;
- Banks and credit institutes;
- Other public and/or private entities to whom communicating data is mandatory or necessary in order to fulfil a legal obligation or is, in any case, functional to administrating the relationship.;

DIVULGING DATA

Your personal data will not be divulged in any way whatsoever.

STORAGE PERIOD FOR PERSONAL DATA

Your data will be stored in our archives or with authorised Processors solely for the time needed for the processing purposes, subject to complying with the storage times.

TRANSFERRING DATA

Managing and storing personal data will be done on servers located within the European Union, controlled by the Controller and/or controlled by third-party companies assigned and duly appointed as Processors.

Currently, the servers are located in Italy.

Data will not be transferred outside of the European Union.

In any case, it is understood that the Controller, whenever the same should consider it necessary, will have the right to move the location of the servers in Italy and/or in the European Union and/or to a non-EU country. In this case, the Controller hereby states that the transfer of data outside of the EU shall be carried out in compliance with the applicable laws, stipulating, if necessary, agreements to guarantee an adequate level of protection and/or adopting the standard contractual clauses as provided for by the European Commission.

METHODS OF PROCESSING PERSONAL DATA

Personal data will be processed with paper/electronic tools for the time strictly necessary to fulfil the purposes for which the data was collected. Specific security measures have been implemented to prevent any loss of data as well as unlawful use of and unauthorised access to data.

THE DATA SUBJECT'S RIGHTS

As a data subject, you have those rights referred to in article 7 of the Privacy Code and article 15 of the GDPR and, specifically, you have the right:

- to obtain confirmation or otherwise of the personal data that concerns you even if the data has not yet been recorded, and to receive a copy of the data in an intelligible form;
- to obtain an indication of:
 - the origins of the personal data;
 - the purposes for which and the methods by which processing is carried out;
 - the logic applied in the event that processing is carried out with the use of electronic tools;
 - the identifying details for the Controller, Processors and the designated representative pursuant to article 5(2) of the Privacy Code and article 3(1) of the GDPR; e) the subjects and the categories of subjects to whom your personal data may have been communicated or who may become aware of your personal data in their capacity as the designated representative in the country, or as a processor or as a person in charge of the processing.;
- to have:
 - the data updated, rectified or, where necessary, integrated;
 - the data erased, transformed into an anonymous form or to block the data that has been processed in breach of the law, including that data whose storage is not needed in relation to the purposes for which the data was collected and subsequently processed;
 - confirmation that the operations referred to in a) and b), above, have been brought to the attention, including by way of their contents, of whomever the data has been sent or divulged, except in the case in which fulfilling such a request proves impossible or involves an effort manifestly disproportionate to the protected right;
- to object to, in whole or in part:
 - for legitimate reasons, the processing of the personal data that concerns you, even if pertinent to the reason for which the data was collected;
 - the processing of the personal data that concerns you in order to send advertising material or to carry out direct sales or to perform market research or to send commercial communications, through the use of automated calling systems without the intervention of an operator, by email and/or through traditional marketing means by telephone and/or through the postal service. It should be noted that the data subject's right to object, as described in b), above, for direct marketing purposes by automated means extends to traditional means and that, in any case, the option remains for the data subject to exercise his/her right to oppose processing even partially. Therefore, the data subject may decide to receive communications only through traditional means or only automated communication or neither type of communication..

Where applicable, the data subject also has those rights referred to in articles 16-21 of the GDPR (the right to rectification, the right to be forgotten, the right to restrict processing, the right to data portability, and the right to oppose processing), as well as the right to lodge a complaint with a Supervisory Body.

thinkwater.com

UNI EN ISO 9001:2015
UNI EN ISO 14001:2015
MOCA



think:water

Via delle Pezze 35
35013 Cittadella (PD) Italy
Cap. Soc. € 90.000,00 i.v. - C.F. e P.I. 03985480288
REA: PD - 352571 - Codice SDI: AU7YEU4

T. +39 049 9403792
F. +39 049 5971699
E. info@thinkwater.com

EXERCISING THE DATA SUBJECT'S RIGHTS

A data subject may, at any time, exercise his/her rights:

by emailing: **info@thinkwater.com**

by faxing: **049 5971699**

by sending a registered letter with return receipt to:

Via delle Pezze, 35 – 35013 Cittadella (PD) - Italy

thinkwater.com

UNI EN ISO 9001:2015
UNI EN ISO 14001:2015
MOCA