

GENERAL CONDITIONS OF SALE**1. CONCLUSION OF THE CONTRACT**

The contract of sale shall be deemed concluded at the time of acceptance by the seller of the purchase order. The execution of the supply by the seller shall constitute tacit acceptance of the order. Offers coming from the seller shall be valid for 30 days from the date of receipt thereof, unless a shorter term is expressly indicated. In case of non-acceptance by the customer within that period, the seller will be deemed to be free and no longer bound by the offer proposed.

2. DELIVERY OF GOODS

Delivery of the goods shall always be understood to be ex works of the seller, unless otherwise agreed in writing. Delivery terms are purely indicative and do not bind the seller and are indicated in the Purchase Order. Any delay in the delivery or any partial performance thereof shall not entitle the buyer the right to terminate the contract nor to claim compensation for direct or indirect damages, nor to delay, with respect to the agreed deadlines, the payment of supplies already invoiced.

The seller reserves the right both to extend the delivery terms and to terminate the contract without owing anything to the other party in the presence of causes of force majeure.

The seller reserves a similar right if the buyer is in arrears in payments, including for previous deliveries.

Suspension of delivery for the above reasons may be avoided or revoked only if the buyer provides suitable security; otherwise, the buyer may not claim from the seller any compensation for damages.

3. SHIPMENTS

Shipments shall always be made on behalf, at the expense and risk of the purchaser and, in the absence of instructions from the latter, by the means deemed most appropriate by the seller.

For Extra-EU countries, the goods are returned duty-cleared for export according to what is stipulated in the order, unless a diverse Incoterm is offered.

Unless otherwise expressly agreed upon in writing and signed by both parties, the costs of packing, insurance, transportation, storage and so on, shall be borne in full by the buyer. The goods shall be insured by the seller only upon timely request in writing by the buyer, who shall bear the cost, indicate the conditions outline of the insurance and release the seller from all liability.

4. WARRANTY

The warranties provided by law shall apply to the goods sold under this contract. During the warranty period, the seller undertakes to replace, free of charge, any parts which, in its unquestionable judgment, are deemed defective, provided that the defects or faults are not attributable to poor use or storage of the product or to its use that is not rational, appropriate and in accordance with the technical instructions provided by the seller. Products modified, repaired, assembled or tampered with by the buyer or third parties are also excluded from the warranty. Replacements will be made ex seller's factory and shipping and return charges will be borne by the purchaser.

5. COMPLAINTS

Buyer has an obligation to inspect the goods upon delivery. Any complaints must arrive within 8 days. URSUS will notify the customer of the taking in charge of the complaint within 5 working days of receipt. The complaint of defects or faults in the goods must be made within eight days from the receipt of the same or from their discovery for hidden defects in written form, by registered letter or by PEC to the address ursus.spa@legalmail.it.

6. PRICES

The price of the products is indicated and stated in the offer which is an integral part of this contract. However, the seller reserves the right to change at any time the accepted prices, in case of changes in the cost of construction not dependent on its will.

7. PAYMENTS

The method of payment shall be expressly stated in the offer. If installment payments are provided for, in the event of failure to pay of even one installment, the customer shall be deemed to have forfeited the benefit of the term granted in its favor and to that effect the seller will be entitled to demand payment of the balance in a lump sum with the addition of expenses and default interest as provided for in Legislative Decree 231/2002. In the event that the delivery of the goods were deferred in time, in case of nonpayment of the amounts agreed in the accepted offer on the agreed due dates agreed upon, the seller shall have the right to retain the goods with him without that this may constitute any liability whatsoever. The customer may receive the goods only upon proper payment of the agreed-upon sums.

8. COMPETENT COURT

For any dispute related to the execution, interpretation and termination of this contract will be the exclusive jurisdiction of the Court of Vicenza or that of the residence or domicile of the Customer if it has the status of Consumer