

GENERAL CONDITIONS OF SALE

These General Conditions of Sale exclusively regulate the contractual relations between the customers of the site www.ursus.it , hereinafter for brevity "Site") and the seller URSUS SPA with registered office in Rosà (VI), Via Manzoni, No. 8, hereinafter for brevity Company. Said Site is the exclusive property of the Company.

These General Terms and Conditions are the only ones that may be applied and supersede all other conditions, unless waived in advance, expressly and in writing.

The website www.ursus.it and the material contained therein do not constitute an offer to the public within the meaning and effect of Article 1336 of the Civil Code, but are merely an invitation to offer. Any purchase order for any product on the Site submitted to the Company through the Site itself by any potential customer (hereinafter simply the "Customer") constitutes a contractual proposal by the Customer.

Finally, it should be noted that the contract is concluded in the Italian language. Once concluded it will be filed electronically at the Company's headquarters. You can request a copy by sending an e-mail to shop@ursus.it.

Art. 1 - Definitions

The Customer may be, alternatively, a Consumer or a Professional. For the sake of clarity, it is specified that "Consumer" is defined as the natural person acting for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out, while "Professional" is defined as the natural person or legal entity acting in the exercise of its entrepreneurial, commercial, craft or professional activity, or an intermediary thereof.

It should be noted that these general conditions of sale apply both in the case of Consumer and Professional Customers, without prejudice to the specific provisions in favor of Consumers provided for in the Consumer Code to which reference is made if not expressly transcribed here.

Article 2 - Online Purchase And Payment

A prerequisite for being able to execute an order is that the person requesting has reached the age of majority.

The order process consists of three consequential steps:

- 1) The Customer must choose the product(s) and accept the General Conditions of Sale by ticking the appropriate box;
- 2) The Customer will have to choose the mode of delivery;
- 3) The Customer will have to choose the mode of payment.

Once the mode of payment has been selected, the Customer must proceed to pay for the order.

Once these operations are completed, a confirmation of receipt of the order placed by the Customer is immediately sent.

It should be noted that payments made on the Site are secure and guaranteed through specific payment platforms where the Customer is referred.

Art. 3 - Contractual Information

Following the sending of the proposal by the Customer referred to in the previous article, a receipt for the order placed by the Customer will be sent to the e-mail address provided by the Customer containing the following information:

- the total price of the goods including taxes, with details of shipping and any other costs;
- the method of payment;
- the deadline by which the SELLER undertakes to ship the goods;
- the conditions, terms and procedures for exercising the right of withdrawal;

- the costs to be borne by the Customer for the return of the goods in case of withdrawal (there is no withdrawal because we produce ad hoc products);
- the existence of the legal guarantee of conformity for the purchased goods;
- the conditions of after-sales service and commercial guarantees provided by the Company;

Art. 4 - Conclusion Of The Contract

The Company will subsequently accept the order proposal only after verifying the completeness and correctness of the proposal.

In any case, the Supplier reserves the right not to accept the order proposal received if:

- the product is not available. In this case, the Supplier will proceed to inform the Customer by e-mail and will refund any sums already paid for payment of the product, provided that the Customer is not interested in changing its contract proposal;
- if the security system reports an order as unusual or potentially fraudulent;
- if there is reason to believe that the person placing the order is under 18 years of age;
- if there is reason to believe that the person placing the order is a reseller;
- if delivery cannot be made to the address provided;
- in case of force majeure.

If the order proposal is accepted, the Company will notify the Customer of the conclusion of the contract.

From that time the Supplier will also be bound by the terms and conditions provided herein. From the confirmation of the order, the Supplier undertakes to execute the order received in the timeframe stipulated in Article 5 of this contract.

Art. 5 - Shipping And Shipping Costs

Any shipping costs may be borne by the Customer. In this case, the amount of these costs will be calculated and displayed in the "shopping cart" section once the products have been inserted.

Delivery times vary depending on where the product is to be delivered.

For shipments in Italy will be required about 2/3 working days and all material will be shipped by express courier.

For shipments in Europe will be required about 3/4 working days and all material will be shipped by express courier.

Art. 6 - Right Of Withdrawal

In case of purchases of Products as a consumer in accordance with the provisions of the Consumer Code, the CUSTOMER has the right to withdraw from the contract, without giving reasons.

The withdrawal period expires after 14 days from the day:

- (a) Effective from the day on which the Customer acquires physical possession of the goods;
- or
- (b) in the case of multiple goods ordered by the Consumer through a single order and delivered separately, from the day on which the Customer Consumer acquires physical possession of the last good;
- or
- (c) in the case of delivery of a good consisting of multiple lots or pieces, from the day on which the Consumer Customer acquires physical possession of the last lot or piece

The Customer may exercise, before the expiration of the withdrawal period, by submitting any other written statement of the will to withdraw from the contract, which may be sent by e-mail to shop@ursus.it or by registered letter with return receipt or by PEC to the following addresses:

Company: URSUS SPA, VIA MANZONI 8, 36027 ROSA' (VI)

e-mail: ursus@ursus.it

PEC: ursus.spa@legalmail.it

In order to comply with the withdrawal period, it is sufficient that the communication regarding the exercise of the right of withdrawal is sent before the expiration of the withdrawal period.

Article 7 - Effects of withdrawal

In case of withdrawal by the Customer, the Company undertakes to refund all payments made, including delivery costs, without delay and in any case no later than 14 days from the day on which the notice of withdrawal was received.

Said refunds will be made using the same means of payment used by the Customer, unless expressly stated otherwise. In any case, the Customer will not incur any costs as a consequence of such refund. The Customer shall return the goods to the Company or deliver them to the Company's premises without undue delay and in any event within 14 days from the day on which we were notified of the termination of this contract. The deadline is met if the CUSTOMER returns the goods before the expiration of the 14-day period. The cost of returning the Goods shall be borne by the CUSTOMER. Pursuant to Article 56, paragraph III, Legislative Decree 06.09.2005, no. 206 (Consumer Code), it is the SELLER's right to withhold the refund until the PRODUCTS are received by the latter or until the CUSTOMER has proven that he/she has sent back the PRODUCTS, whichever situation occurs first.

Article 8 - Exceptions to the Right of Withdrawal in the case of customized PRODUCTS.

The right of withdrawal referred to above, regulated in accordance with the provisions of the Consumer Code for distance contracts and contracts negotiated away from business premises is excluded with respect to the supply of custom-made or clearly customized Products. Therefore, in the event that the requested Product is customized, the Customer will not be able to exercise the withdrawal as determined above.

In the event that the Customer has expressly requested the Company to purchase customized Products, by which is meant the goods that have specific characteristics and/or peculiar to the Customer (such as but not limited to trademarks, logos, photos, graphic representations) and therefore not standard or usable by other parties, the SELLER shall not be able to avail itself of the right of withdrawal provided for in the above article.

Article 9 - Warranty (applicable to Consumer Customers).

In the event that the Customer has the status of Consumer, the Company is liable to the Customer for any lack of conformity manifested within the term of 2 (two) years from the delivery of the goods. The Customer shall forfeit the right to the warranty if he does not report the lack of conformity within 2 (two) months of its discovery. The complaint must be made by registered letter with acknowledgment of receipt sent to Company.

It is specified, for mere scrupulousness, that in any case, the action aimed at asserting conformity defects is prescribed in 26 (twenty-six) months from the delivery of the goods.

Following the complaint by the Customer, the Company will take delivery of the defective product to verify whether or not the malfunction depends on a conformity defect.

In any case, pursuant to and for the purposes of Articles 128 to 135 of the Consumer Code, for defects that become apparent in the first 6 (six) months from the date of delivery of the product, the verification is always borne by Company, since it is presumed that such defects existed from the time of delivery.

After six months from delivery, in the only case in which the malfunction does not depend on a conformity defect, the Company reserves the right to ask the Consumer for reimbursement of the cost - which will be indicated in advance - incurred for the verification.

The Consumer Customer may request, at his or her option and without incurring any expense, repair or replacement, unless the remedy requested is objectively impossible or excessively burdensome compared to the other. Repairs or replacements will be made within a reasonable period of time from the request.

The Consumer Customer may request, at its option, an appropriate price reduction or termination of the contract if any of the following situations occur: a) repair and replacement are impossible or excessively burdensome; b) Company does not repair or replace the goods within a reasonable period of time; c) the replacement or repair previously carried out has caused significant inconvenience to the Consumer.

Article 10 - Industrial Property

All trademarks, products and trade names used in this Site are reserved and the exclusive property of the Company.

Therefore, no one is authorized to use or reproduce these trademarks, names and designations, as this may constitute an infringement of the rights of their respective owners.

Under no circumstances is the Customer authorized to use the information contained in the Site including reproduction, modification, distribution, unless prior authorization has been issued by the Company.

Article 11 - Alternative Dispute Resolution.

Pursuant to the Consumer Code, the customer may make use of the Joint Conciliation Procedure. The Procedure may be initiated if the consumer after submitting a complaint to the Company has not received a response or has received a response not deemed satisfactory by him/her. The Customer may refer to the European Commission, Online Dispute Resolution (ODR). You must enter our e-mail address (shop@ursus.it) in the vendor details field within the ODR form. This e-mail address can only be used to complete the ODR complaint form. Customer questions sent to this e-mail address will not be taken care of.

Article 12 - Applicable Law, Jurisdiction and Competent Court.

These Conditions are subject to Italian law.

Pursuant to and for the purposes of the article of the Consumer Code if the Customer holds the status of Consumer and the dispute has not been resolved in compliance with the above, the court of the place of residence or domicile of the consumer, if located in the territory of the State, shall have exclusive and mandatory jurisdiction.

If the Customer does not have the status of Consumer, for all disputes relating to the interpretation and/or execution of this contract, will be the exclusive jurisdiction of the Court of Vicenza.