

GENERAL SALES CONDITIONS

1) GENERAL CONDITIONS:

URI (the Seller) applies the present conditions to all supplies of goods and/or services. The Buyer declares to know and to accept these conditions by sending the purchase order. The Buyer consequently renounces its own conditions, either singularly or as a whole.

2) ORDERS:

Every purchase order shall be considered accepted when signed by the Seller and the present general conditions shall be applied.

3) PRICES:

Prices of all supplies shall be those set forth on the order, except of any evident transcription or calculation errors. Prices are exclusive of carriage, packing costs and exclusive of VAT, unless otherwise agreed in writing.

4) PACKING:

Packing will be charged at cost price.

5) CARRIAGE AND INCOTERMS:

Goods are delivered EXW Lavis, unless otherwise stated.

6) DELIVERIES:

Delivery shall be considered performed in the place and at the time of the carrier's pickup. Delivery times are purely indicative and not binding for URI; the Seller is not required to refund the Buyer in the event of any direct or indirect damage due to delivery delays, suspension, interruption or termination of the supply.

7) PAYMENTS:

Payments must be made without delay by the payment date and in the way indicated on the invoice or in any other commercial document issued by the Seller. Payments are due in the agreed terms even in the event of delivery delay, of damage or partial or complete loss of the goods occurred in transit. Payments are also due in the event that the Buyer does not collect the goods at the Seller's premises. Any invoice unpaid in due term will become subject to default interest for late payment, automatically and without prior formal notice, calculated on the 3 months Euribor rate plus 7 percentage points.

8) SUSPENSION AND TERMINATION OF SUPPLIES:

When the Buyer alternatively:

- does not respect any supply condition
- modifies its business structure
- does not fulfil its obligations towards third parties

the Seller is alternatively entitled to:

- stop new deliveries
- ask for the immediate due payment or a guarantee
- withdraw from fulfilment of pending orders.

9) RETENTION OF TITLE:

All delivered products remain URI's property until the fulfilment of all demands.

If the Buyer gets into payment arrears, the Seller is entitled to withdraw the contract, to demand the return of delivered goods, withholding the amount previously paid as a damage refund.

10) WARRANTY:

The Seller applies the warranty conditions of the Producer.

11) CLAIMS:

Any warranty claim must be addressed and made known directly to the Seller within 8 days from the delivery date. The claim gives no right to the Buyer to suspend or delay any payment.

The claim can not be accepted without goods inspection by the Seller; in case partial or total return of the goods should be necessary in order to carry out the inspection, it shall be authorized in advance by the Seller and shall be free of charge, freight inclusive, for the Seller itself. In the case of a justified timely complaint, the Seller's obligation shall be limited to the refund of the supply. No compensation for damages shall be granted.

12) RETURNS:

Any return of goods shall be authorized in advance by the Seller and shall be free of charge, freight inclusive, for the Seller itself. The Seller can issue a credit note at the invoice value if the returned goods are new and in perfect state.

13) JURISDICTION:

Any dispute, including those regarding contracts stipulated with foreign individuals or juridical bodies, shall fall under the Italian jurisdiction via the Courts of Trento, with the exclusion of any other court of competence.