

## GENERAL SALES CONDITIONS

These General Terms and Conditions of Sale are intended to regulate, with exception of specific derogations, any contractual agreement between URBANI S. r. l. and its Customers for the engineering, realization and marketing of the Products.

### DEFINITIONS:

**URBANI or Company:** URBANI S. r. l. with registered office and operations in Lumezzane (BS), Via Garibaldi, 67

**Customer:** the person, professional operator or consumer, who receives an Offer from URBANI or transmits to the Company an Order relating to a Product

**Parties:** URBANI and the Client

**Contract:** the agreement between the parties

**Product:** object engineered, manufactured and/or marketed by the Company

**Assistance:** any request for assistance by the Customer for the repair and/or replacement of a Product made and/or marketed by URBANI

**Offer:** the written document sent by URBANI, containing the commercial proposal aimed at meeting the customer's demands

**Order:** the written document sent by the Customer, independently or in response to the Offer received by the Company

**Order Confirmation:** the written document of URBANI confirming the Product requested and summarizing the contractual conditions

**Consumer Code:** the regulatory provisions referred to in Legislative Decree no. 206/2005

**Consumer:** a natural person acting for purposes other than his business or professional activity, if any.

**General Conditions:** the provisions of this document intended to regulate the contractual relationship

These Conditions are made known and present on the URBANI website at [www.urbanisrl.com](http://www.urbanisrl.com)

### 1. Conclusion of the Contract

1. The Parties agree that any contractual relationship, whether preceded or not by the sending of an Offer by URBANI, shall be deemed to be concluded with the transmission, by the Company, of an Order Confirmation subsequent to the Order received by the Customer, confirmation that shall be deemed final after 3 days from its sending.
2. In the event that URBANI receives an Order directly, even if it is not preceded by an Offer, the Company will send its Order Confirmation which will contain the terms of the contract and which must be returned duly signed by the Customer.
3. The Supply Contract shall be governed by these General Conditions and any further provisions contained in the Order Confirmation. In the event of a discrepancy between the clauses in the General Conditions and in the Order Confirmation, the latter shall prevail.
4. Any different negotiation clauses, including the Customer's General Terms and Conditions of Purchase in any way made available to URBANI, shall be applicable to the Contract only if explicitly approved in writing by the Company.
5. Offers, Orders and Order Confirmations may be exchanged between the Parties using all available means and technical solutions, whether paper and/or IT. In particular, e-mail communications, even if they do not have digital signature systems or equivalent, shall be deemed equally valid and suitable to bind the Parties as an expression of their will to negotiate like any written document.
6. URBANI will only deliver, if requested during the Order stage, the product certifications provided for by the legislation applicable to you.
7. Any specific needs of the Customer, in any way related to the Product, must be made at the time of the Order; any requests subsequent to the acceptance of the Order by URBANI may be evaluated by the Company which reserves the right, at its sole discretion, to modify the supply by charging the related costs.
8. Any contractual change must be requested in writing and shall be considered valid and effective only after written confirmation by URBANI.

### 2. Provisions relating to the Product

1. The technical specifications concerning the Product (in catalogues, electronic media, labels, websites or any other means of disclosure) are based on the experience and knowledge of URBANI.
2. The Customer expressly declares to know the technical and performance characteristics of the Product and to have evaluated the actual correspondence of the same to its needs.
3. URBANI therefore assumes no responsibility if the same does not meet the performance that the Customer had assumed.
4. In the event that URBANI is required to prepare an Offer for a Product with specific characteristics and uses, it will be the Customer's responsibility to provide the Company, already at the stage of requesting the economic offer, with all necessary information to be fully aware of its application needs and to respond to any further needs put forward by the Company. By sending the Order, the Customer declares to validate the Product offered and to be fully aware of its characteristics.
5. If the Customer requests URBANI to proceed with the engineering of a specific Product, it will be the Customer's responsibility – before proceeding with the marketing of the Product supplied and/or the use of the same for the intended uses – to proceed to carry out any verification necessary to validate the Product with regard to its specific needs.
6. URBANI assumes no responsibility, for any of the above mentioned cases, if the Product is found to be non-compliant as a result of missing, incomplete and/or incorrect information, and in any case if the Product has been marketed by the Customer and/or used by them without having carried out the necessary functionality tests.
7. URBANI reserves the right to make, without any prior notification, changes to drawings, technical data, components of its Products if necessary to comply with the changed regulatory framework and/or if, in its unquestionable judgment, it is even appropriate to adapt to the constant technical progress. URBANI also reserves the right to intervene, without charge to the Customer, on the Products already supplied and in use by the latter if this proves necessary.
8. The Company's Offer (or the Order Confirmation in the cases mentioned above) may specify the types of tests to which the product may be subjected; the tests will have the characteristics indicated in the Definitions mentioned above.
9. The Products may be marketed together with technical diagrams (electrical, hydraulic and/or other) useful to allow the connection between the various components. The diagrams must, however, be verified and validated by professionals appointed by the Customer to install them; URBANI therefore assumes no responsibility for malfunctions, deviations and/or adverse events that were in any way related to the above schemes.

### 3. Prices and Payment Terms

1. The prices of the Products are quoted ex works.
2. Prices - especially if they are included in a Catalog - are to be understood as fixed, without prejudice to the Company's right to modify them at any

## GENERAL SALES CONDITIONS

time, without prior notice.

3. Sampling, engineering and/or specific designs that also involve carrying out measurements and any requests for changes made during the relationship will be invoiced in the final balance and in addition to the price established in the Order Confirmation.
4. Prices exclude packaging, shipping, postage, insurance, taxes and any additional charges in any way connected with the Supply; they will be listed in the Offer or in the Order Confirmation if already known by URBANI; otherwise they will be charged to the Customer as soon as they are made available.
5. The payment of the contract amounts will take place under the conditions set out in the Offer or in the Order Confirmation.
6. Payments must be made by bank transfer; the Company reserves the right to issue bank payment receipts and to accept, at its sole discretion, payments by check.
7. In all cases, the payment - and any consequent effect connected to the expiry of the agreed delivery terms - will be considered received only after the effective collection of the sums by URBANI, which assumes no responsibility for the failure (total or even partial) receipt of any credit notes sent by the Customer.
8. Compensation relating to reciprocal credit rights will be possible only if URBANI has expressly and in writing acknowledged the Customer's right.
9. URBANI will have the right to grant payment terms in installments and / or deferred to the Customer; in this case, the possible occurrence of significant worsening of the Client's financial conditions will legitimize the Company to declare him forfeited from the benefit of the term granted to him, pursuant to and for the purposes of art. 1186 of the Civil Code, and to demand the immediate balance of the full price of the Supply.
10. Failure to pay the price within the agreed terms will legitimize URBANI to suspend the Supplies even if related to other Orders and will result in the automatic accrual of default interest to the extent provided for by Legislative Decree no. 231/2002.

### 4. Effective date of the delivery terms of the Product

1. The delivery of the Goods will be carried out to the address specified by the Customer at the time of Acceptance of the order or with the Order Confirmation, according to the pre-established costs and methods of transport.
2. It is the Customer's responsibility to specify, already in the offer request phase, particular characteristics of the transport and/or destinations of the Product that require special attention in the packaging and delivery phase so that costs can be estimated.
3. The delivery terms indicated in the Offer or in the Order Confirmation will begin to run from the date of actual collection of the sums provided for in the agreement in the event that an advance payment is established on the Supply; otherwise, they will run from the date of acceptance of the Order or of the conditions indicated in the Order Confirmation.
4. Delivery times, however, are purely indicative.
5. It is understood that with the delivery of the Product the contract with the Customer will be considered fulfilled; the Company will not, in any case, be forced to guarantee any production subsequent to the supply covered by the agreement.

### 5. Delay Damages - Limitations

1. The Company assumes no responsibility for delays in the Supply.
2. The costs (for example, storage costs) connected to the delay attributable to the Customer will be borne by the aforementioned.
3. Likewise, liability will be excluded for delays resulting from unforeseeable events beyond the control of URBANI (force majeure, strikes, import and export restrictions, disasters and/or pandemics, popular uprisings and/or wars, authority measures, shortage of raw materials, regulatory changes).
4. In such cases, URBANI will immediately notify the Customer of the events that lead to the suspension of the Supply and, subsequently, the cessation of the conditions that determined it.
5. Delivery will therefore be postponed by a period corresponding to that of the suspension; the Customer may in no case refuse to collect the ordered Product. In any case, the Customer will be required to pay the agreed price.

### 6. Risks

1. The risk is transferred to the Customer upon delivery of the Product to the carrier.
2. In the event of non-delivery or delayed shipment as a result of events beyond the control of URBANI and which are directly attributable to the Customer, the risk will be transferred to the same starting from the day of communication of availability of the goods for collection which will be considered delivered. based on the provisions of art. 4.

### 7. Notification of defects

1. Any defects in the Product visible at the time of its delivery must be reported to the carrier possibly appointed by URBANI and to URBANI immediately.
2. Defects not detectable at the time of Delivery must be reported to the Company within 48 hours of delivery under penalty of forfeiture.
3. Any hidden defects must be reported to URBANI within 10 days of their discovery.
4. Reports must be sent to the addresses referred to in art. 15.
5. Any late reports will result in the forfeiture of the Customer from the exercise of the rights.

### 8. Retention of title

1. If the payment of the price is deferred over time, URBANI reserves the right of ownership on the goods delivered up to the full balance due.
2. In the event of failure by the Customer to comply with even a single payment deadline, the Company will have the right to repossess such goods without delay, maintaining the right to proceed to obtain full payment of the price.
3. The Customer is obliged to immediately inform URBANI in the event of seizure, confiscation or other act of disposal or intrusion by third parties that could negatively affect the subsequent exercise of its rights by the Company.

### 9. Warranty - claims

1. The Products marketed by URBANI are covered by a twelve-month warranty starting from their delivery in accordance with the preceding articles.
2. If, during the aforementioned term, the Product should show defects, the Customer must immediately notify URBANI of the situation at the addresses referred to in the following article 15, who will carry out the necessary checks.
3. Any returns must be communicated in advance to URBANI and must be expressly accepted by it. Any cost connected to the return will be entirely

## GENERAL SALES CONDITIONS

borne by the Customer. The transport documents must indicate the return number that will be communicated by the Company.

4. Once it has been ascertained that the defect depends on a design and/or manufacturing error attributable to URBANI and that the Customer has in no way contributed to its occurrence, the Company will repair or replace the Product, within the terms that the Company will reserve the right to communicate.
5. URBANI will be entitled to decide whether to proceed with the repair or replacement and whether to proceed to intervene on the single component or on the entire Product.
6. The repair will take place at the URBANI premises to which the Products to be checked and/or repaired and/or replaced must be delivered, unless otherwise agreed.
7. The guarantee does not operate in the event that the Customer has expressly requested URBANI to purchase components from a predefined subject and/or if the Customer has supplied the components necessary for the realization of the finished Product.
8. In all these cases, the Customer is precluded from taking action to obtain the termination of the contract.
9. The Company may not, under any circumstances, be charged for additional costs and/or compensation for damages in any way related to any ascertained defect, as well as to the repair and/or replacement of the Product.
10. If the complaint is unfounded, the Customer will be required to reimburse the Company for all costs incurred for the assessment.

### 10. Right of withdrawal

1. URBANI reserves the unquestionable right to allow the customer to withdraw from the contract, providing for the charge of the costs of order cancellation.
2. URBANI itself may, at its sole discretion, evaluate - if there are still or arise new difficulties in the delivery of the product for reasons not attributable to it - to withdraw from the contract; in this case, URBANI will return any amounts received by the Customer without penalties and without additional costs of any kind.

### 11. Consumer and Consumer Code

In the event that the purchases are made by a Consumer, the clauses referred to in these general conditions will be automatically replaced by the special rules provided for by the Consumer Code and/or by further sector regulatory provisions.

### 12. Export Restrictions

1. The Customer expressly undertakes not to export the Product, if this operation is carried out in contrast with the export control regulations.
2. The Supply may not be used for military applications or for the production of chemical weapons of any kind.
3. In the event that it is mandatory to have a state license for export, the Supply itself will be subject to its release and its continued validity.
4. Any revocation of authorizations already issued and/or the imposition of prohibitions by the Authorities will result in the automatic cancellation of the Supply.
5. In such cases, the Customer will not be entitled to any type of compensation.

### 13. Confidentiality of information and provisions relating to intellectual and industrial property

1. The Customer undertakes to consider confidential - and therefore not to disclose, or to use in any way - prices, price lists, tariffs, technical drawings, operating instructions and, in general, all information acquired during the Contract and, also in the pre-contractual phase.
2. Trademarks, patents, models, drawings, mathematical calculations, written texts, voice recordings, videos and any other representation - be it paper, digital or in any other format - of data relating to what is marketed by URBANI or which are in any case relating to the Company are owned by the same which fully holds the rights on the basis of the law.
3. It is therefore expressly forbidden for the Customer to use it except within the limits of the Contract and as expressly authorized in the Offer or Order Confirmation.
4. The disclosure of each of the above information must therefore be expressly authorized in writing by the Company.
5. These prohibitions bind - for the entire duration of the contract and also subsequently - the Customer, his staff and any other person connected to it in any way.
6. The Company also reserves to itself the ownership of all material - paper and/or computer - connected to the study, prototyping and final realization of the products requested by the Customers and engineered by URBANI. Upon the occurrence of certain conditions and following an explicit request by the Client, the Company may transfer to him - in whole or in part - such information upon payment of the relative price.

### 14. Treatment of personal data

1. The personal data of natural persons will be processed by the Company, as Data Controller, in compliance with current legislation.
2. The processing will be aimed exclusively at the fulfillment of the obligations provided for in this Agreement.
3. Always limited to this purpose, the data will be processed by URBANI and/or by any data processors identified and with whom the Company has negotiated specific assignments.

### 15. Applicable law and competent court

The Contract is governed by Italian law.

The exclusive jurisdiction for any legal action related to the interpretation and execution of the Contract is that of Brescia.

### 16. Concluding provisions

The valid conditions of sale will be those made available from time to time on the Company's website.

The Customer is obliged to provide correct and complete data and to check the Order Confirmation to verify the correspondence of the data recorded by URBANI. Any discrepancies must be immediately reported by the Customer.

If individual contractual clauses are found to be invalid and/or are inapplicable to the specific case, the forecasts will be replaced by the provisions of law or customs; the remaining clauses will remain, in any case, valid and fully effective.

Communications addressed to the Company may be sent to the following addresses:



## **GENERAL SALES CONDITIONS**

- Registered office: URBANI S.r.l. - Via Garibaldi, 67 - 25065 Lumezzane (BS)
- Certified mail: [urbanisrl@legalmail.it](mailto:urbanisrl@legalmail.it)
- Email [commerciale@urbanisrl.com](mailto:commerciale@urbanisrl.com)