

# **GENERAL TERMS AND CONDITIONS OF ONLINE SALE**

## **ULTOM S.r.l.**

### **1. Scope of application**

These General Terms and Conditions of Sale govern the sale of Ultom-branded products to non-consumer customers through websites or e-commerce platforms managed by authorised third-party resellers ("Website").

The sales contract is deemed to be concluded between the non-consumer customer ("Customer") and Ultom S.r.l. (Tax Code and VAT No. 01627290289), with registered office in Via Postumia di Levante no. 47, Cittadella (PD), Italy ("Ultom" or the "Seller"), as manufacturer and supplier of the goods.

These General Terms and Conditions of Sale apply exclusively to sales concluded with non-consumer (B2B) customers.

Ultom reserves the right to amend these general terms and conditions at any time by publishing a new version on the Website.

The general terms and conditions applicable to a sale or to the provision of services are those in force on the date on which the order is validated. The submission of an order implies full knowledge and acceptance of the applicable conditions.

Unless otherwise agreed in writing, these conditions prevail over any general or special conditions of the Customer.

Any derogations from these conditions must be agreed exclusively in writing.

### **2. Product information and availability**

Ultom products are office furniture and furnishings. The descriptions, images, technical sheets and information published on the Website are for illustrative purposes only, although they are prepared with the utmost care.

Ultom reserves the right to make improvements or changes to the products at any time, without this implying any obligation to immediately update all images or descriptions on the Website.

The availability of the products indicated on the Website is for guidance only and not binding; actual availability will be confirmed by Ultom when issuing the order confirmation.

### **3. Prices**

All prices are expressed in Euro (€) and are exclusive of VAT and any other tax or duty, unless otherwise indicated.

Unless otherwise indicated, standard packaging is included in the price; special packaging requested by the Customer will be charged separately.

Ultom S.r.l. reserves the right to change prices at any time; the applicable prices will be those in force at the time of Ultom's order confirmation.

#### **4. Orders and conclusion of the contract**

The Customer places the order using the procedures provided on the Website (electronic cart, email confirmation or other systems made available by the Website operator).

The Customer's order constitutes an irrevocable purchase offer pursuant to the Italian Civil Code for the period indicated on the Website or, in the absence thereof, for 15 (fifteen) working days.

The sales contract is concluded only upon written order confirmation issued by Ultom (also by automated email or documents generated by the Website on behalf of Ultom). In the absence of such confirmation, the order shall not be deemed accepted.

Ultom S.r.l. may refuse or cancel orders, even after sending the automatic receipt confirmation, in the event of:

- unavailability of the products;
- obvious and recognisable errors in prices or descriptions;
- technical or administrative issues;
- previous breaches by the Customer or risk of insolvency.

Any changes or cancellations of orders requested by the Customer shall only be effective if accepted in writing by Ultom.

#### **5. Payments**

Unless otherwise agreed in writing, payment is required in full at the time of the order, using the methods made available on the Website (e.g. bank transfer, electronic payment systems, other instruments indicated).

Payment must be made exclusively in favour of Ultom S.r.l.

Under no circumstances may the Customer suspend or delay payment of the Products, not even in the event of disputes regarding alleged defects or faults.

In the event of late payment, default interest will be applied in the amount provided for by the legislation on late payments in commercial transactions, without prejudice to further damages.

The order is formalized after payment has been made.

#### **6. Retention of title**

If, by specific written agreement with the Customer, the goods are supplied in derogation of the provisions of the previous article 5, they shall remain the property of **Ultom S.r.l.** until full payment of the price, taxes and any other amount due by the Customer in relation to the supply.

Until title passes, the Customer shall store the products with due care, shall not create any security interests over them in favour of third parties and shall inform Ultom of any enforcement actions or claims by third parties.

#### **7. Delivery and transport**

Unless otherwise agreed in writing, delivery is made to the Customer's warehouse or premises with tail-lift truck unloading, through carriers selected by Ultom.

Any operations subsequent to unloading (internal handling, transport to upper floors, assembly, disposal of packaging) shall be borne by the Customer, unless otherwise agreed in writing.

The delivery terms indicated on the Website are for guidance only and not binding; any delays not exceeding fifteen working days or in any event due to causes not attributable to Ultom S.r.l. shall not entitle the Customer to cancellations or compensation.

The risk of loss or damage to the products passes to the Customer at the time of delivery at the agreed place or, in the case of collection at Ultom's premises/warehouse, at the time of delivery to the carrier appointed by the Customer.

## **8. Inspection of the goods on delivery and any claims**

The Customer is required to immediately check the condition of the packages and the quantitative and/or qualitative conformity of the goods upon delivery.

Any apparent damage, shortages or anomalies must be:

- noted on the transport document with specific written reservation;
- contested to the carrier;
- notified to Ultom S.r.l., with suitable photographic documentation, within 48 hours of delivery.

In the absence of such reservations and notifications, the goods shall be deemed accepted without reservation and free from apparent defects.

## **9. Claims and returns**

Returns are not accepted in the event of:

- change of mind or change of plans by the Customer;
- subjective assessments by the Customer (e.g. aesthetic appreciation);
- incorrect order placed by the Customer.

Returns are only accepted in the event of:

- manufacturing defects;
- objective non-conformity with respect to the confirmed order.

Any claims regarding non-apparent defects must be notified in writing within seven days of discovery and in any case no later than the contractual warranty period.

No return will be accepted without prior written authorisation from Ultom S.r.l. and unless carried out according to the procedures indicated by the latter (e.g. return numbers, contracted carriers, packaging methods).

## **10. Characteristics of materials and tolerances**

Ultom products are also made with natural materials (wood, veneers, laminates and painted finishes).

Any variations in colour, grain, texture or shade fall within the natural characteristics of the materials and do not constitute a defect or grounds for complaint.

Product dimensions may be subject to technical tolerances due to production processes; dimensional tolerances up to  $\pm 2$  mm are considered acceptable, unless otherwise specified in technical documentation. Such variations do not constitute a defect or grounds for complaint.

## **11. Warranty**

Ultom products are covered by a warranty against manufacturing defects for a period of one year from delivery of the product to the Customer, provided that the defect is notified no later than seven days from its discovery.

The warranty does not cover damage resulting from:

- improper use or use not in line with the professional intended use;
- installation or assembly not in accordance with the instructions;
- work carried out by unauthorised personnel;
- normal wear and tear;
- impacts or accidental damage;
- tampering;
- unsuitable environmental conditions (humidity, exposure to heat or chemical agents, etc.).

In the event of defects acknowledged and attributable to Ultom, the latter may, at its sole discretion:

- repair the product;
- replace the product;
- refund the value of the product.

## **12. Limitation of liability**

The liability of Ultom S.r.l. is in any case limited exclusively to the repair, replacement or refund of the defective product, as provided for in these conditions.

Ultom S.r.l. shall not be liable for any costs of disassembly, reassembly, installation or re-installation of the products, nor for ancillary costs arising from the replacement of non-conforming or defective materials.

Ultom S.r.l. shall also not be liable for:

- indirect or consequential losses or damages;
- loss of profit, business interruption, loss of business opportunities;
- damage resulting from improper use of the products or failure to comply with the instructions.

In any event, the overall liability of Ultom S.r.l., on any grounds whatsoever, shall not exceed the total value of the supply to which the claim relates.

## **13. Force majeure**

Ultom S.r.l. shall not be held liable for failure or delay in the performance of its obligations when this is due to events of force majeure or otherwise not reasonably foreseeable or avoidable, such as, by way of example:

- strikes;
- natural disasters;
- wars, terrorist acts;
- pandemics or health emergencies;
- logistical or transport disruptions;
- shortages of raw materials;
- measures by the authorities.

In such cases, Ultom shall promptly notify the occurrence of the event in writing and, from the date of such notification, the delivery terms shall be suspended for the duration of the force majeure event, without the Customer being entitled to compensation or penalties.

The Customer shall in any case be entitled only to terminate the contract if the impediment lasts for more than 120 days.

As a result of the termination of the contract, Ultom shall in any case be entitled to the consideration for the work performed up to the date of termination. Ultom shall therefore only be required to refund to the Customer the amount of the price exceeding such sum.

#### **14. Processing of personal data (B2B)**

Ultom, as data controller, processes the personal data of the Customer's contact persons in compliance with the applicable legislation on personal data protection, for purposes related to order management, invoicing, assistance and legal and tax obligations.

Further information is contained in the privacy notice available on the Website or on Ultom's institutional website.

#### **15. Intellectual property**

Trademarks, logos, images, photographs, projects, technical drawings, texts and any other content relating to Ultom products made available on the Website are the exclusive property of Ultom or are licensed to it.

Any reproduction, alteration, distribution or unauthorised use of such contents is prohibited, unless previously authorised in writing by Ultom.

#### **16. Governing law and jurisdiction**

These General Conditions and the B2B sales contracts concluded through the Website are governed by Italian law.

For any dispute relating to the interpretation, performance or validity of these Conditions or of individual sales contracts, the Court of Padua (Italy) shall have exclusive jurisdiction.

#### **17. Acceptance of the conditions**

By sending the order through the Website and ticking the relevant acceptance box, the Customer declares that it has read, understood and fully accepted these Ultom B2B General Terms and Conditions of Sale.

Pursuant to and for the purposes of article 1341, paragraph 2, of the Italian Civil Code, by ticking the relevant acceptance box, the Customer specifically approves the clauses set out in the following articles: 2 (Product information and availability), 3 (Prices), 5 (Payments), 7 (Delivery and transport), 8 (Inspection of the goods on delivery and any claims), 9 (Claims and returns), 10 (Characteristics of materials and tolerances), 11 (Warranty), 12 (Limitation of liability), 13 (Force majeure), 16 (Governing law and jurisdiction).