

MDINA ITALIA TERMS & CONDITIONS

1. DEFINITIONS

In these conditions "the Company" means Mдина Italia., and "the Manufacturer" means the manufacturer of the goods and "the Customer" means the purchaser of the goods which are the subject matter of the Contract of Sale.

2. FORMATION OF CONTRACT AND APPLICATION OF CONDITIONS.

These conditions shall govern and be incorporated in every contract for the sale of goods by the Company. No addition to, nor any cancellation, variation or waiver of, nor any promise not to enforce or rely on any or all of these conditions or any other form of a contract in which they are incorporated shall have any legal effect (whether acted on by the Customer in any way whatsoever or not) unless such addition cancellation variation, waiver or promise is agreed in writing by a Director of the Company.

3. LIMITATION OF LIABILITY

(i) The Company will at all times use its best endeavours to ensure the accuracy of any statements in any document or discussion prior to conclusion of any contract but will not in any circumstances be liable for any inaccuracy therein and we cannot accept liability for any direct or indirect consequential or incidental damages or for any other losses caused therein.

(ii) Insofar as there may be any liability on the Company arising out of its performance or non-performance of this contract, such liability shall not, unless otherwise expressly agreed in writing by a Director of the Company prior to conclusion of the contract, extend to any loss of profit or other consequential loss whatsoever, nor exceed the price of the goods in respect of which the claim is made, whether such claim arises by reason of the default of the Company, its servants or otherwise.

4. HEALTH & SAFETY

The goods included on this invoice have been designed and tested so as to be safe and without risks to health when properly used.

If the Customer, or any member of their firm, is in any doubt as to the proper use of any item, for which it was designed and tested, adequate information is immediately available and the article should not be used until that information has been obtained. Such information is to be considered as integral to the goods and must remain with the goods should they be resold at any time in the future.

5. GUARANTEE

(i) The Company guarantees its products as free from defects due to faulty material or workmanship for 12 months from delivery (unless otherwise stated). The liability under this guarantee shall be limited to the replacement of those parts found to be defective, and to making good all defects arising solely from faulty material or workmanship and excludes items that have been abused or worn through normal wear and tear.

(ii) Notice in writing of any such defects should be sent to the Company immediately when they are known, or ought reasonably to have been discovered. Goods represented by the Customer to be defective should be consigned to the Company, carriage paid, for inspection only after the Company's written permission has been received. If the Company accepts liability, the repaired or replacement products will be delivered to the Customer's place of business as soon as is practical.

(iii) All works pursuant to the Guarantee shall be carried out by the Company free of charge to the Customer save that if the cost of such works shall be increased by reason of any misuse of the goods by the Customer, or any use of the goods after any fault has been discovered or ought reasonably to have been discovered, or normal wear and tear, such increase shall be paid by the Customer.

6. RETENTION OF TITLE

(i) Legal title in all goods at any time sold by the Company to the Customer shall remain with the Company and shall not pass to the Customer until the later of:

(a) the date upon which the Customer pays to the Company the full amount of any monies owed on or in connection with those goods; and

(b) the date upon which the Customer has discharged all debts and obligations of any kind to the Company, whether incurred before or after the purchase of the goods.

(ii) Until the date of such payment the purchaser agrees to store the said goods in such a way as to show that they are clearly the property of the Company.

(iii) Until the date of such payment the Customer is authorised to sell the goods only on the Company's behalf as a Trustee for the Company of the proceeds of such sale, or to the claim for such proceeds. The Customer shall place such proceeds or any moneys realised by the said goods in a separate account on behalf of the Company. The Customer shall remain accountable to the Company for the goods and for their proceeds of sale until the date of such payment.

(iv) In the event of the Customer being wound-up, having a receiver appointed or being subject to any form of bankruptcy, voluntary arrangement or insolvency proceedings whatsoever, the Customer will immediately notify the receiver or agent of the fact that they are holding goods and/or monies belonging to the Company and that these goods and/or monies are not part of the Customer's assets. The Customer or their receiver or agent will immediately notify the Company of such proceedings and despatch all goods and monies belonging to, or held on behalf of the Company to the Company.

(v) So long as the property in the goods remains vested in the Company, the Company shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the Customer.

(vi) Notwithstanding the foregoing, the goods shall be at the entire risk of the Customer from the time of delivery and the Customer will be responsible for insuring the goods against loss or damage.

7. DELIVERY

- (i) The time of delivery is the time at which the goods are ready for transportation from the premises of the Manufacturer or from the premises of the Company.
- (ii) The Company will use its best endeavours to ensure that goods are ready for delivery at the time or times agreed, but shall not be liable for non-delivery or delays in delivery caused by factors beyond its control.
- (iii) The Customer shall not be entitled to cancel by reason of any delay in delivery arising from factors beyond the control of the Company.
- (iv) The Company reserves the right to make delivery by instalment and each instalment shall be deemed to be sold under a separate contract, and no failure of or delay in delivery of any instalment nor any defect in the contents thereof shall entitle the Customer to treat the contract as repudiated with regard to any remaining instalments
- (v) Non-delivery of goods must be notified to us within 7 days of date of despatch. Partial delivery, pilferage or breakage must be reported in writing to the carriers and to the Company within 3 days of delivery. It is essential however, in the case of pilferage or damage, that any signatures acknowledging receipt of the goods indicate the actual condition of the consignment as received and that all packaging is retained for inspection. Unless these conditions are adhered to, we regret that we cannot accept responsibility.

8. RETURNS/CANCELLATION

Goods correctly supplied or manufactured to the Customer's order cannot be accepted for return, exchange, credit or cancellation unless by prior agreement in writing, when a handling / cancellation charge of at least 20% of Invoice value will be made. Returned or cancelled non-stock or specially manufactured items may incur a handling / cancellation charge of 100% or more. Absolutely no goods will be accepted for return without written permission and a returns number from the Company.

9. PRICE

- (i) In addition to the price quoted, the Customer shall pay any charges by respect of the transportation of the goods from the premises of the Company or place of manufacture, including any import and customs duty, storage and forwarding charges.
- (ii) If the cost of the goods to the Company shall increase at any time between the date of quotation and payment in full by the Customer by reason of fluctuation of exchange rates, increase in Manufacturers' price, variation in rates of duty or any other reason whatsoever, the Company shall be entitled to increase the price of goods to the Customer by the amount of such increase in costs. The Company may amend the price to take into account any accidental error therein or any variation in the contract agreed with the Customer.
- (iii) The price shall be paid within thirty days of the date of invoice and no deduction shall be made by the Customer from any payment due in respect thereof. Time shall be of the essence of all payments due and due payment of the price of each instalment thereof shall be a condition precedent to the liability of the Company in respect of the delivery of the goods and to the operation of its Guarantee in respect thereof.
- (iv) Any discounts from our list prices are subject to full payment being made within the stated terms. In the event of payment not being made within the stated terms, the Customer will be liable for the full list price of the goods as stated on the Company's price list and an invoice for the amount of the discount will be raised.
- (v) In the event of payment not being made within the terms stated on the invoice, the Customer will be liable for pro-rata interest on any amounts due at 2% above the Bank of England base rate, or at a rate set by the UK government under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is higher. In such an event, interest is chargeable in addition to the loss of any discounts and is also chargeable on the amount of the discount lost.

10. PAYMENT

The terms of payment are stated on the invoice. Where payment terms of 30 days are stated full settlement must be made within 30 days of receipt of goods or invoice whichever is the later. These terms shall be strictly adhered to and no variation will be permitted unless expressly agreed in writing.

11. SPECIFICATIONS

The Company reserves the right to vary from time to time the Specification of goods as set out in their catalogues or other literature. Unless such variation adversely affects the performance of the goods, the Customer shall remain bound to accept delivery thereof.

12. COPYRIGHT

The Company reserves the right of ownership in all plans, designs, drawings, samples and specifications relating to the goods and such documents shall not be copied, reproduced, assigned, transferred or shown to third parties without the consent of the Company.

13. LEGAL INTERPRETATION

The Contract is governed by English Law. Any dispute arising out of or in connection with this contract shall be determined by the English Courts.

14. SEVERANCE

In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.