

# GENERAL CONDITIONS OF SALES AND DELIVERY

March 2022

## 1. Definitions

The following definitions shall apply to these General Conditions of Sales and Delivery (hereinafter "the Conditions"): "the Buyer" shall mean any individual entity or authority that orders or purchases Goods from FASSA UK; "the Contract" shall mean a sale and/or delivery contract or any other agreement for the sale of Goods between FASSA UK and the Buyer;

"the Goods" shall mean goods or materials sold or supplied by FASSA UK to the Buyer; "FASSA UK" shall mean FASSA UK Limited (company n° 08870971), with registered office at Fassa House Ashchurch Business Centre Alexandra Way Ashchurch Tewkesbury GL20 8TD(UK);

"Fassa S.r.l." shall mean Fassa S.r.l. (company n. 02015890268), with registered office at 31027, Spresiano, Via Lazzaris, 3 (Italy)

## 2. Contract

2.1 These Conditions shall apply to all Contracts entered by the Buyer and FASSA UK.

2.2 FASSA UK may add special conditions that shall form integral part to the Contract.

2.3 In the event of conflict between the terms of these Conditions and the terms of any special Conditions expressly approved in writing by FASSA UK, the latter shall prevail.

2.4 All quotations provided by FASSA UK (unless otherwise agreed in writing between the Buyer and FASSA UK) may be withdrawn or changed without notice and shall not constitute an offer to sell or supply goods. A quotation is only valid for a period of 20 working days from its issue date. FASSA UK reserves the right to approve or cancel an order until the day of effective shipment.

2.5 To the extent to which these Conditions fail to take due account of the legal safeguards for consumers as defined in the Consumer Rights Act 2015 and/or for the sale of goods to them as may, from time to time, be laid down by UK legislation, these Conditions shall be deemed modified (and interpreted accordingly) to the degree necessary to incorporate such legal safeguards for consumers who purchase the Goods.

## 3. Price

3.1 The price of the Goods shall be as stated in the price list published by FASSA UK in force at the time of delivery, unless otherwise agreed upon by the parties.

3.2 FASSA UK may, by giving notice to the Buyer at any time up to 5 working days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond FASSA UK's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the specification of the product; or

(c) any delay caused by any instructions of the Buyer or failure of the Buyer to give FASSA UK adequate or accurate information or instructions.

3.3 All FASSA UK prices do not include the following costs, which FASSA UK shall be entitled to charge:

- VAT;
- Delivery costs (unless the price is stated to include delivery);
- The cost of any special tests or procedures.

3.4 Small orders may be subject to a fixed minimum value.

## 4. Delivery conditions

4.1 FASSA UK may carry out installment deliveries.

4.2 Each installment delivery constitutes a separate and independent Contract but the Buyer may not cancel the rest of the Contract if FASSA UK delays or fails to make an installment delivery.

4.3 Unless otherwise agreed, the unloading operations shall be carried out by the Buyer, who shall be liable for any mistake and bear all the related direct and indirect costs.

4.4 The Buyer must inspect the Goods and sign a receipt for them at delivery. The Buyer, when unloading, must make a written reservation on the transport document or the international consignment note (C.M.R.), as the case may be, involving the lorry driver and describing in reasonable detail: (i) any apparent defect or damage (save for hidden defects); (ii) any missing Goods; (iii) any Goods that are different from those ordered by the Buyer. The reservation on the transport document shall be countersigned by the driver. No claims for damages, shortages or loss can be accepted unless a written notice setting forth such requests is received within 7 days from delivery.

4.5 FASSA UK shall only accept orders for deliveries at a physical address in the United Kingdom.

4.6 FASSA UK shall not make deliveries outside the United Kingdom, unless otherwise agreed in writing between the Buyer and FASSA UK.

4.7 Given that for some Goods delivery times in excess of 5-10 days may be necessary on account of the quantities held in stock or the availability of specific colours, FASSA UK shall contact the Buyer to communicate any issue that could cause delivery date delays.

4.8 The Buyer must also notify FASSA UK of any issue that could cause a delay or prevent delivery, such as unsuitable access to places of delivery. FASSA UK disclaims liability for delivery delays caused by factors such as unsuitable access, and for which FASSA UK cannot be held responsible.

4.9 Suspension of deliveries. FASSA UK may withdraw a quotation or suspend a delivery of Goods if the Buyer's account is in arrears for an amount that FASSA UK deems unreasonable, or for any other reason that may cause FASSA UK to doubt the Buyer's solvency.

4.10 Late delivery. Although FASSA UK shall take every practical step to avoid and/or mitigate the effects of late delivery for the Buyer, FASSA UK shall not be held liable for any loss incurred by late delivery. Furthermore, late delivery shall not affect the Buyer's obligation to pay FASSA UK.

4.11 Cancellation of deliveries. If the Buyer cancels an order, FASSA UK shall be entitled to recoup all the costs incurred up until the date on which FASSA UK received the Buyer's cancellation notice.

4.12 At no time the Buyer can return the Goods because of a change of mind or because Goods remained unused by the Buyer.

## 5. Transfer of risk

5.1 If FASSA UK delivers Goods to any of the Buyer's premises in the United Kingdom, the risk of loss or damage shall transfer to the Buyer when the Goods are delivered by FASSA UK at the place agreed upon by the parties. If the Goods are collected at FASSA UK's or Fassa S.r.l. premises, the foregoing risk is transferred to the Buyer when the Goods are loaded on the Buyer's vehicle.

## 6. Payment

6.1 Payments terms are stated in the order confirmation, or in FASSA UK's offer or invoice, or agreed by the parties in writing.

6.2. In case of payment by instalments, if the Buyer fails to make any instalment payment by the due date, then, the entire sum due will become immediately payable. Payments must be made only as described in the order confirmation, or to FASSA UK's representatives carrying a written authorisation from FASSA UK to collect payment.

6.3 If the Buyer fails to make any payment by the due date, then, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, accruing at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any

period when the base rate is below 0%. If the Buyer fails to make any payment for a period longer than 30 (thirty) days, FASSA UK shall have the right to terminate the Contract with immediate effect by giving written notice to the Buyer.

6.4 The Buyer undertakes to pay all the amounts due as stipulated in the Contract without deductions or withholdings, set-offs or counterclaims of any kind, and which may be avowed by FASSA UK and/or the Buyer and/or receivers acting in bankruptcy or other insolvency proceedings involving the Buyer or FASSA UK.

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## 7. Transfer of ownership

7.1 The ownership of the Goods shall not be transferred to the Buyer until FASSA UK has received the total amount of their price.

7.2 If the Goods are supplied in instalment deliveries, this Clause shall apply to each and every instalment delivery as if it were a separate and independent Contract.

7.3 Until receipt of full payment of the agreed price, the Buyer shall hold the Goods in its capacity as FASSA UK's agent and may only sell or transfer them in this capacity.

7.4 If a receiver or insolvency practitioner is appointed to run the Buyer's activities or a judgement is passed or a resolution approved to wind up the Buyer or if the latter commits an act of bankruptcy or becomes insolvent, FASSA UK shall be entitled to take possession of any unpaid Goods and for this reason shall have the right to enter the Buyer's premises.

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## 8. Seller's liability for defects

8.1 It shall be understood that the Buyer has ascertained that the Goods are fit for purpose.

8.2 If the Buyer claims that the goods are defective or do not comply with the specifications of its order, it must inform FASSA UK in writing within 7 days from receipt of the Goods and give FASSA UK the opportunity to inspect and test them.

8.3 If FASSA UK accepts that the Goods are defective, FASSA UK may at its own discretion either:

- replace them;
- reimburse the price (if paid); or
- grant a credit to Buyer for future orders.

8.4 Save upon such grounds as exist in law or in equity, FASSA UK shall not reimburse more than the replacement cost or the agreed price of the Goods. FASSA UK shall only accept liability if informed of defects within 7 days and if the Buyer has paid the Goods in full by the due payment date.

8.5 FASSA UK shall not be liable under this Clause if the defects are found to have been caused by:

- Improper use of the Goods with respect to that for which they were designed;
- Loss or theft;
- Any other cause apart from negligence on the part of FASSA UK.

8.6 Without prejudice to the provisions of the Consumer Rights Act 2015 and to the extent permitted by law, FASSA UK shall not accept liability for direct or indirect losses or damages, or those indirectly caused by contractual or extra contractual offences.

8.7 No warranty is given as concerns the merchantable quality of the Goods and/or third party products supplied by FASSA UK or that they are fit for purpose, although FASSA UK shall, as far as possible, extend to the Buyer any guarantees provided by the manufacturer.

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## 9. Technical data

9.1 Descriptions, weights, sizes, colours etc. as per catalogue, and FASSA UK's technical information and sales documentation are

provided for information purposes only and do not entail guarantees.

9.2 The Goods on sale may differ from the samples seen by the Buyer.

9.3 Although every effort has been made to ensure the accuracy of the suggestions provided, FASSA UK disclaims liability for loss or damages originating from the use of the information given.

9.4 FASSA UK reserves the right to make technical changes without notice.

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## 10. Liability for product colouring

10.1 In the case of the supply of Colour System products, FASSA UK shall not be held liable for Buyer's grievances concerning differences between the colour provided and the colour chart or earlier FASSA UK supplies insofar as such differences do not constitute defects.

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## 11. Packaging

11.1 Containers and product packaging cartons shall be understood as transferred definitively from FASSA UK.

11.2 The collection and disposal of empty and/or half-empty containers and other product packaging cartons, at all stages, are for the Buyer's account.

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## 12. Changes

12.1 Any changes to these Conditions must be made in writing.

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## 13. Governing law

13.1 The interpretation, validity and performance of these Conditions and any Contract, as well as the controversies and claims arising therefrom or referring thereto, shall be governed in all respects by the law of England and Wales and construed accordingly.

13.2 Any controversy or claim constituting the subject of a legal action shall be judged by a judicial authority based in London.

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## 14. Force majeure

14.1 Either FASSA UK or the Buyer may suspend the performance of one or more of its obligations under the Contract, without incurring any liability, when such performance is made impossible by the occurrence of an unpredictable event beyond the reasonable control of the party affected, including but not limited to acts of God (earthquakes, floods and other natural disasters), wars, riots and commotions, interruption of energy supply, shortage or lack of raw materials supply, epidemic and pandemic ("Force Majeure Event").

14.2 The party that is prevented from performing its obligations by a Force Majeure Event shall use best endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations by adopting actions that allow to overcome or limit the consequences of such Force Majeure Event.

14.3 The Buyer shall, as soon as reasonably practicable, notify FASSA UK in writing of the start and the end of the Force Majeure Event.

14.4 If the Force Majeure Event prevents, hinders or delays the performance of the obligations of a party for a period of more than 90 days, then either party may terminate the Contract by giving 15 days' written notice to the other party.

14.5 FASSA UK shall not be liable in case of impossible or delayed performance of any of its obligations under the Contract due to restrictions and /or difficulties resulting from the 'COVID-19' pandemic.