



## Sales Terms & Conditions

### 1. Definitions and Interpretation.

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

"Conditions" means these terms and conditions; "Contract" means any agreement for the sale of Goods from the Company to the Customer in accordance with Condition 2.4 of these Conditions; "Company" means Italian Living London Ltd a company registered in England and Wales with registration number 5422354 whose registered office is at Maple House, 382 Kenton Road, Kenton, Harrow, Middlesex, HA39DP, United Kingdom, and whose trading address is at 2 Winthorpe Road, SW152LW, London, United Kingdom; "Customer" means the person or firm which has accepted these Conditions; "Goods" means all goods supplied by the Company to the Customer pursuant to the Contract; and "Quotation" means any proposal, tender or estimate submitted to the Customer by the Company prior to the Contract being made;

### 1.2 In these Conditions:

1.2.1 a reference to a law is a reference to it as in force for the time being taking into account any amendment, extension, application or re-enactment and includes any subordinate legislation;

1.2.2 words in the singular include the plural and words in the plural include the singular;

1.2.3 a reference to one gender includes the other and the neutral;

1.2.4 words importing persons include firms, companies and corporations and vice versa;

1.2.5 the headings to Conditions do not affect the interpretation of these Conditions;

1.2.6 where the word 'including' is used in these Conditions, it shall be understood as meaning 'without limitation' and where the context permits, the words 'other' and 'otherwise' are illustrative and shall not

limit the sense of the words preceding them; and

1.2.7 any reference to 'writing' or any cognate expression includes communications by post, facsimile and email but excludes text messages.

### 2. Basis of Contract

2.1 These Conditions alone shall govern and be incorporated in every Contract for the sale of Goods by the Company to the Customer.

2.2 No addition to nor any cancellation, variation, qualification or waiver of any or all of these Conditions shall have any legal effect whatsoever (whether acted on by the Customer in any way or not) and no person other than a Director of the Company has or is held out by the Company to have authority to vary these Conditions unless such person's authority is confirmed in writing and signed by a Director of the Company.

2.3 Any Quotation submitted to the Customer will not constitute an offer and shall remain valid in accordance with Condition 3.3.

2.4 Each order or acceptance of a Quotation for the supply of Goods by the Customer shall be deemed to be an offer by the Customer to purchase the Goods subject to these Conditions. The Contract shall be made when the Company acknowledges the order placed by the Customer in writing and not before.

2.5 Prior to the Company's formal acceptance of any order no written or oral information about the price, availability, delivery, design, specification, importation or description of the Goods shall have any contractual effect or be incorporated in the Contract except insofar as and to the extent that these Conditions and any variations complying with Condition 2.2 expressly allow and save that nothing in this Condition excludes the Company's liability for fraudulent misrepresentation.

2.6 Any typographical, clerical or other omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 3. Quotations

3.1 Unless the price in a Quotation is expressly stated not to be subject to this Condition, the Quotation is based on costs and prices ruling at the date of the Quotation.

3.2 The price given in the Quotation is for the quantity expressed and any variation in quantity may entail the Company varying the price quoted.

3.3 Quotations shall remain valid for either 28 days from and excluding the date of the Quotation or as specified in the Quotation unless within such period

the Company amends or withdraws the Quotation in writing.

3.4 Each order or acceptance of Quotations shall be in writing addressed to the Company at its address in the Quotation. The Customer warrants that any servant or agent of the Customer signing an acceptance of Quotation shall be warranted by the Customer as having authority to bind the Customer.

### 4. Cancellation and Suspension of Orders

4.1 Orders accepted by the Company may not be cancelled by the Customer either wholly or in part, nor may the Customer suspend delivery of the Goods, without the prior written consent of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used) damages, charges and expenses incurred by the Company as a result of the cancellation or suspension.

4.2 If the Company is ready to have the Goods collected or delivered on the date agreed in accordance with the Contract and the Customer requests the Company to delay such collection or delivery for any reason the Company is nonetheless entitled to request the full settlement of the outstanding amounts.

4.3 In the case of the Customer suspending deliveries of any instalment under the Contract then the Company shall be entitled at its own absolute discretion to either:

4.3.1 despatch and invoice to the Customer the balance of the quantity remaining under the Contract at the date of suspension; and/or

4.3.2 present an invoice to the Customer to adjust the price relative to the quantity actually delivered against the Contract if such price varies from the price relating to the full Contract quantity.

### 5. Prices

5.1 The price of the Goods shall be in accordance with the Company's price list ruling on the date of Quotation.

5.2 Except as otherwise stated in the terms of any Quotation the price of the Goods is exclusive of transportation and insurance costs.

5.3 All prices quoted are exclusive of VAT or any other sales tax or import duties, which may be charged according to import laws valid in the country of delivery of the Goods.

### 6. Terms of Payment

6.1 The payment terms in this Condition apply save to the extent that they are inconsistent with any specific payment terms set out in the Quotation or agreed in writing by a Director of the Company.

6.2 A deposit is requested as confirmation of the Quotation by the

Customer before starting the production of the Goods ordered.

6.3 The remaining balance payment shall be made in full without set off or other deduction before the shipment of the Goods or before their collection by the Customer, after the Company notifies that the manufacturing process has terminated.

6.4 The time for payment of the Company's invoices shall be of the essence of the Contract.

6.5 If the Customer either fails to pay in full any invoice from the Company by the due date for payment or exceeds the maximum outstanding credit facility agreed by the Company in writing without prejudice to any other right or remedy the Company may have:

6.5.1 all invoices issued by the Company in respect of any goods sold or supplied pursuant to any contract shall immediately fall due for payment; and

6.5.2 the Company shall be entitled to:

6.5.2.1 cancel or suspend further deliveries under any contract;

6.5.2.2 sell or otherwise dispose of any goods which are the subject of any order by the Customer, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment or reduction in the excess over the maximum credit facility;

6.5.2.3 charge interest (both before and after any judgement) on the amount unpaid, at an annual rate of 4% over the base rate of HSBC Bank PLC;

6.5.2.4 by notice to the Customer unilaterally modify the Customer's credit available and/or payment terms for future contracts.

## 7. Delivery

7.1 The Supplier shall reasonably endeavour to make the Goods available for delivery on the date stated in the Quotation, in its order acknowledgement, or other date agreed between the parties in writing from time to time, but such dates are reasonable estimates only and the time for delivery shall not be of the essence.

7.2 The Company and the Customer may agree to have the Goods ordered delivered in instalments.

7.3 In the event that the Company is unable for any reason to fulfil any estimated productive deadline of the Goods on any delivery date the Company shall not be deemed to be in breach of contract or have any liability to the Customer. Failure by the Company to supply any one or more instalments on any estimated date or any claim by the Customer in respect of Goods delivered in any one or more instalments shall not entitle the Customer either to treat the

Contract as a whole as repudiated or to reject or refuse to collect or take delivery of any of the Goods shipped in any other instalment.

7.4 If, when notified by the Company, the Customer fails to collect or take delivery of the Goods (otherwise than by reason of the Company's fault) or fails to give the Company adequate instructions for delivery then, without prejudice to any other right or remedy available to the Company, the Company may:

7.4.1 store the Goods until actual collection or delivery and charge the Customer for the reasonable costs (including insurance) of storage and redelivery; and/or

7.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the Contract.

## 8. Loss or Damage in transit

8.1 Loss of Goods is to be notified to the Company in writing within 7 days of delivery.

8.2 Damage to Goods or any shortfall must be notified in writing by the Customer to the Company within 4 days of delivery.

8.3 The Company shall be entitled to make good any shortage or non delivery of the Goods.

8.4 Failure by the Customer to comply with Conditions 8.1 and/or 8.2 will render void any possible claim against the Company.

## 9. Specification

9.1 Any complaint as to non-compliance of the Goods with specifications must be notified in writing by the Customer to the Company within 21 days from the date of delivery and if the Customer fails to do so the Customer shall have no claim of any nature against the Company in respect of such alleged non-compliance.

## 10. Risk

10.1 Risk of damage or loss to the Goods shall pass to the Customer:

10.1.1 where the Goods are delivered or forwarded by the Company the risk shall pass to the Customer immediately upon delivery; or

10.1.2 where the Goods are collected by or on behalf of the Customer the risk shall pass immediately upon collection; or

10.1.3 where the Customer wrongfully fails to take delivery, risk shall pass to the Customer at the time when the Company has tendered delivery of the Goods.

## 11. Property

11.1 Title in the Goods shall not pass to the Customer until the Company has

received in cash or cleared funds payment in full of:

11.1.1 the price of the Goods; and

11.1.2 all other sums payable by the Customer to the Company for which payment is then due.

## 12. Warranty and Liability

12.1 Nothing in this clause 12 shall exclude the Company's liability for death or personal injury caused by its negligence.

12.2 The Company warrants that on all new Goods supplied (excluding refurbished or pre-used Goods which the Company may supply from time to time) will be free from manufacturing defects and will remain in good conditions, subject to fair and appropriate usage, from the date of creation until the number of months specified for each brand of the Goods supplied and in any case for no less than the statutory time set out by the UK consumer rights legislation.

12.3 If any defect shall appear in any part of the Goods not manufactured by the Company the Customer shall be entitled to receive from the Company only those benefits received by the Company under any contract between it and the manufacturer or supplier of the parts in question. The Company's obligation shall accordingly be strictly limited in this respect.

12.4 If the Company is in breach of the warranty contained at clause 12.2, the Customer shall advise the Company in writing immediately and in any case not later than seven Working Days from the date of discovery of the defect. On receiving such a notice the Seller may at its discretion:

12.4.1 repair the Goods;

12.4.2 replace all or any part of the defective Goods;

or

12.4.3 refund the price of those Goods which are defective.

12.5 The warranty contained in clause 12.2 and 12.3 shall be the extent of the Company's liability for defective Goods.

12.6 Save as expressly provided in these Conditions, all implied warranties or conditions are excluded to the fullest extent permitted by law and the Company will not be liable to the Customer for any loss of any kind whatsoever which arises out of the breach of implied warranties or conditions or breach of any other duty of any kind imposed on the Company by operation of law.

12.7 The Company will not be liable for any of the following losses which may arise by reason of any breach of the Contract or any implied warranty, condition or other term, any representation or any duty of any kind

imposed on the Company by operation of law:

12.7.1 any loss of anticipated profits or expected future business;

12.7.2 damage to reputation or goodwill;

12.7.3 any damages costs or expenses payable by the Customer to any third party;

12.7.4 loss of any order or contract; or

12.7.5 any consequential loss of any kind.

12.8 Unless otherwise provided in these Conditions, and subject to clause 14.5, the liability of the Company for the breach of any express or implied term of this Contract shall be limited to the reasonable cost of remedying any defect in the Goods or other matter constituting a breach and in no circumstances shall the Company's liability exceed the total amount paid by the Customer to the Company under the Contract.

12.9 Without prejudice to any other provision of this clause 12, the Company will not be in breach of the terms of the Contract for any delay in performing, or failure to perform, its obligations under the Contract if that delay or failure was due to any cause or circumstance beyond the Company's reasonable control.

12.10 The Company shall have no liability under the provisions of these Conditions or otherwise if the Goods have not been paid for by the due date for payment in accordance with Condition 6.3.

12.11 Any claim by the Customer under this Condition 12 in respect of any Goods shall not entitle the Customer to withhold or delay payment in respect of any other Goods in respect of which no such claim has been made whether or not those Goods form part of the same consignment.

### 13. Indemnity

The Customer shall indemnify the Company against any loss or damage suffered by the Company as a result of any claims brought against the Company by any third party for:

13.1 any loss, injury or damage caused by the Goods or their use;

13.2 any loss, injury or damage in any way connected with this Contract provided that this Clause will not require the Company to indemnify the Customer against any liability for the Company's own negligence.

### 14. Return of Goods

14.1 Unless the Company agrees in writing to the return of Goods by the Customer it shall be entitled to refuse to take back any Goods returned to it at any time.

### 15. Confidentiality

15.1 The Customer shall keep the Contract confidential and shall not disclose details of it to any third party without the Company's prior consent in writing. The Customer agrees not to copy or disclose to any third party any drawings, price details or other technical papers supplied by the Company under this Contract which will remain the property of the Company and must be returned to the Company on demand.

### 16. Termination

16.1 The Company shall be entitled to terminate the Contract with immediate effect if:

16.1.1 the Customer defaults in payment of any sum due under these Conditions;

16.1.2 any distress is executed or execution is levied upon the Customer his property or assets, the Customer makes or offers to make any composition with creditors, or a receiver is appointed of the undertaking and assets of the Customer, or a petition is filed or made or effective resolution passed for winding up (except for the purpose of reconstruction or amalgamation) or the Customer, being an individual commits any act which would be an act of bankruptcy or any petition for a receiving order is presented against him;

16.1.3 the Customer ceases to a material extent to carry on its business; and/or

16.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly

provided always that the Company shall be entitled to a lien on all goods of the Customer in its possession in satisfaction of the whole or part, as the case may be, of the sums due to the Company from the Customer under this or any contract.

16.2 The right of termination under Condition 16.1.1 shall be, without prejudice to any other right or remedy available to the Company. The Company shall be entitled to cancel the Contract and suspend any further order that has not been paid for under the Contract without any liability to the Customer and if the Goods have been delivered but not paid for, all of the Company's outstanding invoices to the Customer will become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 17. Third Party Rights

17.1 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 18. Notice

18.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices sent by post in UK shall be deemed served on the next day which is a day from Monday to Friday and which is not a statutory or public holiday in England ("Working Day") following posting where the recipient's address is in Great Britain, or on the seventh Working Day following posting where the recipient's address is outside of Great Britain. Any notice delivered personally shall be deemed served at the time of personal delivery, provided the same occurs on a Working Day. Any notice sent by fax or email shall be deemed served at the time of transmission provided that the same occurs on a Working Day. To prove service, it is sufficient to prove that the notice was transmitted by fax or e-mail, to the fax number or e-mail address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

### 19. Assignment

19.1 The Company may assign the Contract or any part of it to any person, firm or company.

19.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

### 20. Severance

20.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.

### 21. Waiver

21.1 No waiver or delay by the Company in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

### 22. Law and Jurisdiction

22.1 The Contract shall be construed and governed according to English Law and the Customer agrees to submit to the exclusive jurisdiction of the English Courts.

### 23. Cumulative Remedies

23.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company, whether under the Contract or otherwise.