



A BT Buildings, No. 300, St. Thomas Street, Tarxien TXN1602, Malta
T (00356) 2395 6000 / 2395 6112 **F** (00356) 2180 5546
E info@btmalta.com **W** www.btmalta.com
Vat No 1554 7011

TERMS AND CONDITIONS OF SALE – COMMERCIAL (the “Contract of Sale”)

In the following general conditions of sale, the term “**Company**” shall mean B.T. Commercial Limited (C-25151) having its registered office at B.T. Building, Plot 3-4, Saint Thomas Street, Fgura, Malta and the term “**Buyer**” refers to any person buying the Goods from the Company and/or any person acting on his/her/the companies behalf.

These general conditions apply to all products, appliances, equipment, items or goods being purchased on this Contract of Sale, hereinafter referred to as the “**Goods**” (as better described in Annex A).

The Contract of Sale shall not be subject to cancellation either in whole or in part without the Company’s prior written consent. If the Buyer so desires to cancel a Contract of Sale (and the Company gives its consent as aforesaid) the deposit paid (if any) on the signing of the Contract of Sale shall be forfeited in favour of the Company and the Buyer shall lose all rights to the Goods ordered. Each Contract of Sale shall be considered separate and distinct from one another.

THE PRODUCT

1. The Buyer upon entry into this Contract of Sale, confirms that he/she has studied and been informed of all specifications of the Goods ordered and terms for use of such Goods beforehand and confirms that the Goods specifications are in line with what the Buyer requires. Should the Buyer not be competent to do so, the Buyer is to engage a competent person on his/her behalf to do so.

DELIVERIES

2. The Company undertakes to use every reasonable endeavour to deliver the Goods as agreed by the Buyer. You acknowledge and understand that the delivery of the Goods may be delayed for reasons beyond the Company’s control such as: acts of God, acts of war and riots, commercial strikes and disruption to business, accidents affecting the transit of goods and ancillary problems encountered by third parties forming an integral part of the supply chain and other reasons which clearly show that there was no negligence on the part of the Company in delivering the Goods ordered on the Contract of Sale.
3. In the event that the Company notifies the Buyer (by telephone or by e-mail in accordance with the contact details provided by the Buyer) that the Goods are ready for delivery, and the Buyer, unless due to reasons beyond his control, ignores or does not respond to the notifications within 21 working days from the receipt of the notice, then the order shall be considered as being cancelled and the deposit paid on the signing of the Contract of Sale shall be forfeited in favour of the Company and the Buyer shall lose any and all its rights to the Goods ordered. Moreover, the Company reserves any and all rights to sue the Buyer for damages sustained.

4. In the event that the Buyer notifies the Company (within the 21 working day period mentioned in condition 3) that the Buyer is unable to accept delivery of Goods as per the delivery date agreed upon on the Contract of Sale, then the Company shall charge a storage fee to the Buyer of a minimum of forty euro (€40.00) per metre squared by two (2) metres height up to a maximum of one hundred euro (€100.00) per metre squared by two (2) metres height up per thirty (30) days.
5. If at the time of delivery the specific product model ordered by Buyer is no longer in production or available from the manufacturer, the Company shall offer the Buyer with an alternative product which is equivalent to or better than the Goods ordered by the Buyer, at no extra cost to the Buyer.
6. Should any of the Goods to be delivered consist of both outdoor and indoor units and other accessories, it is to be noted that in the event that either the outdoor or indoor units (as the case may apply) have not been delivered accordingly, the Company shall not keep such indoor or outdoor unit for longer than one year. Storage fees will apply for the year and clause 4 above will not apply in such cases.
7. The Goods are to be inspected by the Buyer upon delivery and any claims which may arise must be notified to the Company within 48 hours from delivery. No claims will be entertained or accepted by the Company after the 48 hour period elapses for goods (other than latent defects). The statutory guarantee given by the manufacturer shall commence to run after this period elapses.
8. The price agreed upon by the parties is inclusive of free delivery at one destination only as indicated by the Buyer, and subject to clause 10 below. If the buyer opts to shift the Goods from the location where originally delivered, all transports and labour costs are to be borne by the Buyer.
9. When delivery of the Goods is effected and difficulty arises to deliver and/or install in a normal way, an extra charge may be charged to the Buyer to cover the time and risks involved. Lifting up of equipment, closed roads permits and local wardens assistance during crane operation are not included and should such services be required such costs are to be incurred by the Buyer and accordingly will be quoted beforehand.

INSTALLATION

10. The Company offers installation services for the Goods at an agreed cost. Installations shall take place at a time to be mutually agreed by the Company and the Buyer and at the place indicated by the Buyer, by a trained and licensed installer. Installation services may be provided directly by the Company or by one of the Company's related entities or sub-entities or contractors.
11. The installation of the product is to be carried out in accordance with the instructions and requirements of the Buyer, the Buyer is to be kept fully liable and responsible for such installation, and any and all consequences of such installation, and shall duly indemnify the Company accordingly. Accordingly, the Buyer is to ensure that the work place/site is adequate for the Company to work at and install the Goods. Buyer is to supply suitable power and mains as well as a power surge protector (as required by the local power provider), water supply, sanitary facilities, as well as a suitable space to store any equipment (and can be utilised throughout the course of works) when required.
12. All the Company's personnel shall be equipped with the relevant health and safety gear, however the Buyer is to ensure that the site must be rendered safe at all times and general health and safety measures are adhered to (and any required costs to do so including costs for guard rails, lighting, building site audits and hoarding are to be incurred by the Buyer).

13. In the event of relocation of the product this must be carried out by personnel duly authorized by the Company at the sole expense of the Buyer.

14. If the Buyer requests that the appliances/products are to be installed, without a reasonable safe reach for the installer or technician, and there will be the need for the hire of a high-up, cherry-picker or other equipment when installing or in order to carry out maintenance/repair, such and any costs are to be incurred by the Buyer.

15. The Company shall use its best endeavours to install the products in a place that is adequate. However in the situation that the product is installed in an area that is not adequate, any costs incurred for any remedial works in order to protect the product from weather conditions in the case that the environmental conditions transpire not to be adequate (including but not limited to shelter from excessive wind) are to be at the expense of the Buyer.

WARRANTIES AND LIMITATION OF LIABILITIES

16. Nothing in these General Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law.

17. Subject to condition 16 and to the extent permitted by law:

- (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these General Conditions are excluded;
- (ii) the Company will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from the Company's fault), loss of profit or opportunity, damage to goodwill, loss of data (including loss of data stored on any media contained within electronic or computing products), arising out of or in connection with the Goods, the services or these General Conditions (including as a result of not being able to use the Goods or services or the late supply of Goods or services), or the need to recover, re-program or reproduce any program or data stored in or used with the Goods whether under contract, tort (including negligence), pursuant to any law or otherwise.

18. The Buyer shall have in place an adequate insurance to cover such any liabilities which may arise in line with the supply of such Goods which are not covered by the Company.

DESIGN

19. In the event that a design and layout is to be created, in regards to how and what Goods are to be installed, such design is to be annexed to this Contract of Sale and marked as Annex B and is to be deemed approved by the Buyer upon signature of this Contract of Sale.

20. In the event that the design is provided and created by the Buyer, the Buyer is to be kept fully liable and responsible for this design, and any and all consequences of such design, and shall duly indemnify the Company accordingly.

MAINTENANCE

21. The Buyer shall enter into a maintenance agreement with the Company for the Goods sold, for at least the period in which such Goods are covered by a guarantee supplied by the Company. After such period, should the Buyer not extend the maintenance agreement with the Company, the Buyer shall ensure that adequate maintenance is upheld.

BILL OF QUANTITIES

22. In the event that Goods and installation works are to be provided for a project, a bill of quantities shall be prepared and provided by the Company, in which all Goods and works to be provided and details thereof are to be listed. Such bill of quantities is to be attached to this Contract of Sale and is to form an integral part thereof (the “**BOQ**”).
23. The Company reserves the right to alter Goods being offered in the BOQ to an equivalent or better specification and to add on Goods which are required, to which an approval from Client shall be issued prior to effecting the order. Any absence to confirm after 24hrs will be deemed to be acceptance. It shall be deemed that in the case that representatives acting for and on behalf of the Buyer confirm approval for and on behalf of the Buyer, the Company is to take this as a confirmation.
24. In the case that the prices/values the Buyer is provided with are subject to a BOQ, such price/value are to be based on the BOQ and any design/drawings. In the event that other Goods will be required and/or requested (in accordance with clause 18 above), such additional items are to be against additional payment, over and above the price quoted.
25. The Company is assuming that any such contracts would be measurable type of contract and payment would be obtained for actual used and measured quantities supplied and installed and the rates indicated in the priced BOQs would be applicable to the actual quantities measured on site.
26. Any rates provided for work carried out in connection with the provision of such Goods for such projects, have been based on normal working hours from 7.00 am till 16.00 pm and work beyond these hours is at the Company’s discretion. If it would be required to work outside these times the rates specified in the BOQ will be applied accordingly.

TERMS OF PAYMENT

27. The price for the Goods is that amount stated in Annex A to this Contract of Sale, or that stated in the BOQ.
28. All prices and values are in Euros.
29. Outstanding amounts not settled in the manner set out herein (or as otherwise agreed between the parties) shall bear interest at the maximum rate of interest allowed by law. Furthermore, no cash discount will be allowed.
30. If the Buyer cannot accept delivery for any reason whatsoever on the date communicated to him by the Company, a storage charge shall be levied by the Company. Furthermore, payment must be effected as though delivery has been effected.
31. Prices agreed are inclusive of tax and levies imposed at current rates. The Company reserves the right to alter the price should the tax rate change. The Company shall provide the Buyer with clear evidence of such changes upon the written demand of the Buyer.
32. All Goods are to remain the sole property of the Company until all payments have been made.

33. Payments terms shall be as follows:

- 40% deposit on the price upon the signing of the Contract of Sale;
- 50% on the price to be paid through progressive payments during works; and
- 10% on the price to be paid upon completion and within not later than 30 days from delivery/completion of installation of the Goods.

(Such terms of payment are to apply unless stipulated otherwise in Annex A or the BOQ).

34. The Buyer hereby agrees to enter into a bill of exchange in order to secure the amount to be paid is, unless agreed otherwise between the Parties.

DATA PROTECTION

35. The Parties declare that they are aware and undertake to take all necessary and required measures in relation to the Data Protection Act (Cap. 440, Laws of Malta) and any legislation and/or binding regulations, currently in force, or as may be in force from time to time, implementing them or made in pursuance thereof.

The Buyer hereby accepts and is aware that the Company may process personal data, including but not limited to, transferring it outside Malta and/or disclosing it to third parties.

APPLICABLE LAW

36. This Contract of Sale between the Company and the Buyer shall be governed by the laws of Malta. Any dispute arising from the contractual agreement between the Company and the Buyer shall be subject to the exclusive jurisdiction of the Maltese courts.

ANNEXES

37. Any and all annexes to this Contract of Sale are to form an integral part of this Contract of Sale.

In agreement with the above, all parties are hereby submitting their respective signatures.

The Company

Date:

The Buyer

Date:

A copy of these terms and conditions and applicable product guarantee terms and conditions can be found on the Company's website <http://www.btmalta.com/>.

These terms and conditions are to read in conjunction with the applicable product guarantee terms and conditions.