



Universeal Terms and Conditions

1. **SUBJECT OF THE SUPPLY** – The supply only includes that indicated in the order confirmation. Features and information given in catalogues or illustrations are always approximate and it is therefore the seller's right to make any variations considered necessary without advance warning.

2. **ORDERS** – These are always binding for the purchaser: the seller shall only be committed after written confirmation. It is, however, understood that each order is placed with the purchaser's full acceptance of all general conditions established by the seller. Only articles of current production shall be contemplated in the order. Every order shall be made in writing although this can be preceded by a telephone call or email in the event of urgent need.

3. **DELIVERY TERM** – This runs from the date of the order confirmation and shall be considered as approximate; it shall not, in any case, be considered an essential condition and may be extended by the seller in the event of unforeseen circumstances.

4. **DISPATCH** – Dispatch is understood to have been made the moment in which the goods are placed at the purchaser's disposal on deliver to the carrier. Partial dispatches are also permitted without this being considered by the customer as cause of delay.

5. **TRANSPORT** – The seller shall dispatch the goods via the means considered most opportune without this entitling the purchaser to make claims.

6. **INSURANCE** – Only if requested and always at the purchaser's charge.

7. **PACKING** – Excepting different agreements accepted by the seller packing shall always be in cartons, unless orders are fewer than 5 items: all responsibilities of the seller shall cease once delivery has been made to the purchaser or carrier without claims or reserves.

8. **CLAIMS** – Claims pertaining to missing goods or breakages shall only be made to Universeal. Any other claim concerning the nature or features of the material shall be immediately forwarded to the seller by means of registered letter no later than 10 days following receipt of the goods themselves. Once these terms have elapsed the goods shall be understood to have been examined and accepted as they are.

9. **GUARANTEE** – The seller guarantees the quality of the supplied materials according to the grades requested by the purchaser: the seller undertakes to replace in equal quantities those materials which, according to his final judgment, present defects as to be considered not in compliance with the order, without, moreover, being obliged to reimbursement of direct or indirect damages for any reason whatsoever. The guarantee cannot be transferred and shall only be valid for the purchaser to whom the sales invoice is made out.

10. **UNFULFILLMENTS AND INSOLVENCIES** – In the case of total or partial unfulfilled or delayed payment the seller shall have the right to completely or partly withdraw from a contract in progress and to demand all his rights.

11. **PRICES** – These are always understood to refer to the price list in force at the moment of the seller's confirmation. They always pertain to goods delivered ex works and do not, therefore, include other charges such as VAT, stamps or taxes of any nature which shall be on the purchaser.

12. **PAYMENTS** – Payments shall always be fulfilled as indicated on the order confirmation: in any case, the place of payment shall always be the registered offices of Universeal Product Agencies Limited even if made through authorized personnel direct remittance, authorized drafts or bills. Failure to comply with the terms of payment entitles the seller to:

- calculate the arrears interests at the current commercial rate, plus expenses;
- suspend fulfilment of orders in progress;
- in the event of protests, to correct the total due on sight.

13. **RESERVE OF PROPERTY** – All goods shall remain the property of Universeal Product Agencies Limited until payment is made in full.