



Union Foam S.p.A.

Via dell'industria, 11
20882 Bellusco (MB) - ITALY
tel. 0039-039-62089.1
Fax 0039-039-6840849

Terms & Conditions of Sale

1 .General Terms:

- a) No contract will arise until we have confirmed your order in writing on our acknowledgement of order form or where acknowledgement of order form is issued until delivery of the goods.
- b) Unless otherwise agreed by us in writing these conditions will apply to the contract to the exclusion of any terms of condition of yours, and in the event of any conflict or inconsistency between these conditions and any other terms of contract, these conditions will prevail.
- c) Where the placing of an order is not preceded by any previous written communication from us in relation to that order, you will be deemed to have accepted these conditions if, after receipt of them, you do any act referable to the purchase of the goods under that order.
- d) No person acting or purporting to act on our behalf, has any authority orally to add to or vary any of the terms of the contract, and no such addition, variation or waiver shall have any effect unless agreed by us in writing signed by one of our Directors.

2. Specifications:

- a) The descriptions, specifications, drawings and other information contained in our catalogues, pricelists, leaflets and any other sales or technical literature and advertisements are intended merely to present a general idea of the goods described therein and none of these will form part of the contract or give rise to any independent collateral liability on our part. Except where the contract expressly includes agreed detailed drawings and specifications, all descriptions drawings, statements of weight and dimensions or other properties of the goods are approximate only.
- b) Without prejudice to the foregoing, all tolerances are nominal and are subject to the variances within the relevant British and EN Standard limits, including EN 14304 Thermal insulation products for building equipment and industrial installations-Factory made flexible elastomeric foam (FEF) products-Specification, unless otherwise agreed by us in writing.

3. Cancellation:

- a) Once accepted by us, your order cannot be cancelled, postponed or altered in any way by you except with our written consent and on such terms as we may agree in writing signed by one of our Directors, our Customer Services Administrator for this territory or our authorized agent as indicated in Paragraph 1 d).
- b) We may at any time withhold delivery of all or any of the goods or treat the contract as repudiated by your breach in respect of any goods not yet delivered to you if we have reason to believe that you may be unwilling or unable to pay us the price for the goods or any other sum due to us under the contract in full by the due date.

4. Delivery:

- a) Unless otherwise agreed in writing, the goods will be delivered to your address given above. Carriage will be free to destination on the UK mainland with the following provisions:
 - i) All orders must be for a minimum of 10m³ of goods.
 - ii) The normal delivery period is 5 working days from receipt of order.
- b) Although we will try to meet all agreed delivery dates, we cannot accept responsibility for any delay however caused. In meeting any such date or failure to deliver by any specific method, and no such delay will entitle you to cancel or otherwise terminate any provisions of the contract. Time of delivery shall not be of the essence.
- c) In the event of you are unable or unwilling to accept delivery of any goods on or before the agreed delivery dates, we will arrange the storage and Insurance of the goods concerned as we think appropriate at your expense. Where we ourselves provide such storage, we will be entitled to make a reasonable charge to you. The appropriation or dispatch of any goods for storage in accordance with these conditions will be considered to constitute their delivery to you.
- d) We may charge you for any additional cost or expense incurred by us as a result of any delay or difficulty in off-loading the goods at your address because of circumstances outside our reasonable control.

Cap.soc. € 1.040.000,00 i.v.

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e) We cannot accept any responsibility for the loss or deterioration of or damage to the goods in transit unless it is noted on the driver's copy of the delivery note at the time of delivery and reported in writing fully to us within three days from the date of delivery. Such responsibility will in any event be limited to the repair or replacement of the goods concerned. We therefore recommend that all goods should be carefully unpacked and examined immediately upon their arrival. You must inform us immediately in writing if the goods have not arrived within 7 days of the provisional delivery date, failure to do so will entitle us to charge the full invoice price of the goods.

f) If we are prevented from or hindered or delayed in delivering any of the goods through circumstances beyond our reasonable control including but not limited to, industrial disputes or shortages or unavailability of raw materials from our normal sources of supply, we will be entitled, without our being under any liability to you whatsoever, to delay or cancel delivery of the goods concerned or to reduce the amounts of goods delivered.

g) Unless the contract states otherwise, we shall be entitled to make partial deliveries or delivery by instalments, in which case each instalment will be construed as constituting a separate contract to which these conditions(with any necessary alterations) shall apply.

h) You may not return goods to us without our prior written consent and subject to a handling charge of 20% of the invoice price (minimum £35).

5. Risk & Title

a) The risk of loss or deterioration of or damage to the goods will be borne by you from delivery (which will include collection by you) and the property in the goods will not pass to you until you have paid for them in full and paid in full all other money due to us on any other account.

b) Until the property in the goods has passed to you, you hold them as our fiduciary and will store the goods in such a way as to indicate clearly that they remain our property.

c) Until the property in the goods passes to you (i) if you have failed to pay any sums upon their falling due hereunder or become insolvent, we shall have the right without prior notice to retake possession of the goods, and for the purpose to go upon any premises occupied by you and (ii) you will keep the goods free from any charge lien or other encumbrance.

d) You will insure the goods against all risks for their full replacement value for our benefits from their delivery until the title in them passes to you, and you will on demand produce to us evidence of the existence and validity of such insurance.

e) Except as required or agreed by us, you will not in any circumstances return any of the goods to us. Where the property in any of the goods returned has passed to you, such goods will nevertheless remain your property and at your risk unless we have agreed otherwise in writing before their return.

6. Payment & Price

a) Unless otherwise stated, the price for the goods does not include value added tax (where applicable) nor, in the case of export sales, any other duties or taxes. The cost of delivery in accordance with Clause 4 (a) will be charged at the same time as the price.

b) You shall not be entitled to make any deductions from the price of the goods in respect of any set-off or counter-claim unless we have expressly admitted both the validity and the amount thereof in writing.

c) We shall be entitled, at any time before delivery, to adjust the price of the goods or any other sum constituting any obligation on you under this contract whether before or after acceptance of the goods:-

i) In the event of any increase howsoever arising in the cost to us of supplying the goods

Or

ii) In the event of any error or omission on our part affecting the price or any other sum due by you hereunder.

d) Unless otherwise agreed in writing, payment of the price and any other sum due to us under the contract must be made in full on or before the 30th day following the end of the month in which delivery took place.

e) If you fail to pay the price or any other sum due to us under the contract by the due date, we will be entitled to charge you interest on the amount outstanding from the due date until payment is received at the rate of 2 per cent per month for each month or part thereof, and we may appropriate any sums received from you first in satisfaction of any such interest to which we are then entitled.

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7. Warranty & Liability

- a) In the event that any of the goods prove to our satisfaction to be defective as a result of faulty materials or poor workmanship, we will, provided we have been notified in writing of the defects within 30 days of delivery of the goods concerned and that, if we so require, the goods are returned to us in the same condition as they were delivered to you, at our option and expense either remedy the defects or replace the goods concerned and return them to you. Except as aforesaid, all warranties and representations whether expressed or implied, statutory or otherwise, in relation to the goods (other than such as relate to title to the goods) are excluded.
- b) Save as expressly provided in Clause 7a) above and save where the absolute prohibition against exclusive and restricted limitation of liability contained in Section 2(1) of the Unfair Contract Terms Act 1922 applies, we will not be liable for any loss or damage, however caused, whether direct or consequential, suffered or incurred by you or any third party in respect of the goods, and you will indemnify us fully against any claims made by third parties in relation thereto.

8. Deviations in Quantity

We shall have the right to supply up to 10% more or less than the quantity specified in our acknowledgement of order. Such deviations in quantity of goods delivered shall not entitle you to repudiate the contract to reject the goods delivered (except insofar as they materially exceed the quantity contracted for) or to claim damage for breach of contract and you will be liable to pay for the goods delivered at the contract rate.

9. Infringement of Rights

- a) You will indemnify us against all loss, damage, costs and expenses suffered by us or to which we may become liable as a result of any work done in accordance with your specification(s) which involves infringement or alleged infringement of any third party patent, registered design, copyright or other industrial property.
- b) If you use or sell the goods in such a manner as to infringe any such rights we shall not be responsible for such infringement and you agree to indemnify us from and against all liability arising there from.

10. General

- a) No waiver by us of any of our rights under the contract will be considered to constitute a general waiver of those or any other such rights.
- b) The headings to these conditions are intended for convenience only and will in no way effect their construction.
- c) The contract will be governed by Italian Law.
- d) In relation to export sales, any dispute that may arise under or in relation to this agreement shall be determined in London under the Rules of Conciliation and Arbitration of the International Chamber of Commerce.
- e) In the event that any of these conditions shall be declared void or unenforceable whether under Italian or EU Law, the remaining provisions hereof shall remain in full force and effect.

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