



## **TERMS & CONDITIONS**

### **01. PARTIES:**

In these conditions M&T Displays is called the "Company", any company with whom the Company contracts is called "the Customer" and "the Contract" and "the Goods" means any goods or services agreed in the Contracts to be supplied to the Customer by the Company, Order Confirmation Form is called "OC" of the Company.

### **02. QUOTATIONS:**

Any quotation given by the Company is only a proposal to the Customer to make an offer and the Company reserves the right to withdraw or amend the same at any time prior to the Company's acceptance of the Customer's order.

### **03. PRICES:**

Unless it is a term of the Contract that the price quoted by the Company shall remain fixed, the price shall be the Company's price ruling at the date of dispatch of the goods

- 3.1.** The prices payable for the Goods were not set out in a quotation shall be those charged by the Company at the time of acknowledgement of order.
- 3.2.** Any special packaging requested by the Customer shall be subject of an additional charge as shall freight and insurance if the Goods are delivered by the Company.
- 3.3.** As world price structure is changing, the prices are subject to change due to the price fluctuation in raw materials (i.e. LME aluminium, steel, plastic, etc.). These fluctuations shall be reflected to the existing prices with the prior information to the customer.

### **04. PAYMENT:**

- 4.1.** The Customer shall pay for the goods: when placing an order unless there is another agreed rule between the Company and the Customer. No Goods shall be dispatched unless the Company receives a proof of payment.
- 4.2.** The Customer shall make all payments due under the Contract without any deduction; otherwise the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

### **05. COMPLAINTS:**

- 5.1.** No returns shall be accepted without the Company's prior authorization. Notification of damage or shortage must be received within 2 weeks of receipt of goods. Returns of any reason shall not be accepted after 30 days from dispatch date. Please be aware that it is the Customer's responsibility to check that goods are received in good condition prior to signing carrier's delivery note. In case of any damage, the Customer must note on the CRM clearly the type of damage and appropriate cost. For all future complaints after receipt of goods, the Customer is responsible to send a clear description of the complaint pointing all delivery or order numbers with a proof of photo of the so-called product. The company is responsible to respond within 30 days and is obligated to replace or credit the goods in all cases of production errors.
- 5.2.** The Company will follow the M&T Warranty Conditions Terms in case of claim.

### **06. DESPATCH and DELIVERY:**

- 6.1.** The estimated dispatch time for the full truck order is about two weeks and ten to fifteen days for delivery time under normal conditions; however the Company is not responsible for the estimated time of arrival given by the third parties (transportation companies). . The responsibilities' not being covered by the transport agency (i.e. being on hold in the customs, accident, and different route schedule etc.) shall not be covered by the Company
- 6.2.** The Company shall not be liable neither for any loss (including loss of profit), costs, damages, charges, expenses caused by any delay in the delivery of the Goods, nor shall any delay entitle the Customer to terminate the Contract unless such delay exceeds 90 days
- 6.3.** In any case that the Customer shall not accept delivery of the Goods when they are ready for delivery, or if the Company is unable to deliver the Goods on time through any fault of the Customer, risk in the Goods shall pass to the Customer, the Goods shall be deemed to have been delivered and the company may store the Goods until delivery whereupon the Customer shall be liable for all related costs and expenses. 6.4. Unless otherwise provided in the Contract, delivery shall be to the Customer's premises.
- 6.5.** Unless otherwise provided in the Contract, the price of the goods does not include the cost off-loading the goods, which shall be arranged by the Customer and performed at his sole expense and risk.

## **07. TITLE:**

The Goods shall remain the property of the Company until payment has been received in full and in cleared funds. The Customer shall hold the Goods for the Company and shall store the Goods at no cost to the Company in such a manner as they are readily identifiable as the property of the company.

## **08. ACCOUNTS:**

If the Customer does not pay any invoice by the due date of payment the Company shall have the right to withhold delivery of any further goods whether under the Contract or any other contract between the Company and the Customer

## **09. SPECIFICATIONS & QUANTITIES:**

Unless the Contract expressly provides otherwise, all weights dimensions, statements as to performance and any other data relating to the goods supplied by the Company are approximate.

As a manufacturer, the Company keeps the right to adjust the products where and when necessary without compromising on quality. The right of the Company is to alter the product keeping the same performance.

## **10. PACKING CASES:**

- 10.1.** Unless otherwise provided in the Contract, the prices include the cost of international packaging standards. MT Displays packaging is only suitable for international transport on pallets.
- 10.2.** Each product is packed by unit first in a plastic bag and then each in a cardboard box, no extra cost is demanded for the pallets or packing.
- 10.3.** All our pallets are in ISPM 15 euro quality approved.

## **11. FORCE MAJEURE:**

The Company shall make every effort to carry out the Contract in accordance with its terms but it shall not be liable for any failure on its part to perform any term of the Contract arising from out of the Company's control including natural disaster, war, strike, black-out or other industrial disputes, fire, flood, shortages of materials or breakdown of machinery or plant.

## 12. EXTRA CHARGES

The prices are EXW prices.

For CFR & DAP prices, orders above 7500 euro delivered to your warehouse.

**12.1.** Custom service can be provided in arrival custom in case of request. 150€/per shipment, 250€/per for fiscal custom transactions will be charged.

**12.2.** In case of EXW shipments, TR export declarations will be charged depending on mode of shipping:

- ✓ By road: 125 Euro per invoice
- ✓ By sea: 150 Euro per invoice
- ✓ By air: 200 Euro per invoice

**12.3.** Min.100€ - max. up to km (destination between unloading addresses) will be charged per unloading address within the same country in case of unloading addresses other than the address indicated in OC.

**12.4.** Freight difference will be charged in case of requiring different unloading places in different countries.

**12.5.** Free time for unloading is two hours. After two hours 250€ per day will be charged.

**12.6.** CMR/B/L/AWB is provided without charge by M&T as shipping documents, 50€/per will be charged in case of changes and reissuing. Special requests if any should be mentioned in Purchase Order.

\*Prices are DAP (place to be confirmed), as long as total shipment value is over €7.500. If less than €7.500, we ask for some additional freight charges as follows:

If the shipment value is between €7.500-€5.000, extra freight charge is €250

If the shipment value is between €5.000-€2.500, extra freight charge is €350

If the shipment value is under €2.500, extra freight charge is €450.

\*Prices are EXW MT Factory. Export declarations will be charged depending on mode of shipping:

- ✓ By road: 125 Euro per invoice
- ✓ By sea: 150 Euro per invoice
- ✓ By air: 200 Euro per invoice

\* FOB/FCA/FAS, independent from shipment value 120€ for handling charge will be added to the shipment value.

**12.7.** Changes and Cancellations

\*The Customer shall be entitled to change or cancel the order without any charge by a written notice in 48 hours after receipt of firm order by the Company.

\*Any changes including repacking, relabeling or cancellation after 48 hours shall be charged by min.150€ up to 20% of order value. Goods value will be charged 100% in case of changes or cancellations after production period.

**12.8.** Letter of Credit terms including bank charges will be according to M&T L/C Terms and Conditions.

## 13. DISPUTES:

**13.1.** The Company is not responsible to the Customer for intellectual property infringement occurring as a result of the Company manufacturing and selling any of its products Copyright in any product manufactured by the Company remains the property of the Company unless subject to special arrangements.

**13.2.** The Company shall not recall the product from the distributor or market, unless the Company legally proves that the product is not subject to property infringement.