



MERIT MALTA - LIMITED

TERMS & CONDITIONS

PRICE	All prices are strictly net and quoted in EURO/USD per 100 pieces. These are based on our price list valid at the time of the transaction, but we reserve the right of alterations at any time. In the case of price changes or alterations in the exchange rate of other currencies, goods will be invoiced at prices valid on the day of delivery.
DELIVERY TERMS	Costs for delivery are those laid out in our confirmation issued in response to the customer's official order. Delivery is made in the most cost-effective method available at time of shipment. Any requests for alternative methods of shipment or handling, and any additional costs therein, are the sole responsibility of the customer, and must be made in writing.
SPECIAL EXPENSES	Special expenses such as consular and legalization fees, surcharges for congestion, etc..., will be charged extra at cost.
QUOTATIONS	All quotations are subject to review and without obligation.
ORDERS	By placing their order with us, the buyer accepts our conditions of sale. We do not accept any deviating conditions stipulated by the buyer unless we have confirmed their acceptance expressly in writing.
DELIVERY TIMES	Delivery times are estimated to the best of our ability, but these estimates are not binding. We reserve the right of part-shipments. In the case of force majeure or unforeseen delivery difficulties on our part, or on the part of our suppliers, we shall consider ourselves free to renounce order acceptance wholly or partially, or to delay delivery. Claims arising from delays of deliveries will not be accepted. Items listed in our catalogues and leaflets are subject to alterations. We must reserve the right to deviate from listings and to use alternative materials. We reserve the right to correct mistakes in our catalogues, price lists, leaflets, offers, order confirmation, pro-forma invoices or invoices.
DISPATCH	Dispatch is made without exception at the risk of the buyer and – if not stipulated otherwise – by the cheapest method.
RESPONSIBILITY FOR CLAIMS	Justified claims must be submitted in writing within 8 days of receipt of merchandise. If the claims are justified, we shall supply replacements free of charge. We cannot, however, accept claims for damages beyond such replacements, nor claims on account of third parties. No merchandise is to be returned to us unless our previous consent has been obtained in writing. Claims for consequential damage are not admitted. Confirmations of specifications must be designated as such specifically, and in writing. Where this does not apply, claims for damages, including claims for consequential damages are excluded, as are also such claims based on unsuitability or deficiency if the agreed scope of application and suitability is exceeded.
PAYMENT	Payment of our invoices must be affected at the terms stated on the invoices. On expiry of the due term of payment, the Company reserves the right to apply the usual commercial rates of invoice.
RESERVATION OF OWNERSHIP	Goods supplied remain our property until payment of all our demands under the business contract with the customer has been received. If goods supplied under reservation of ownership are sold, the customer will immediately relinquish to us, to their full extent all claims for payment(s) to which they become entitled from the resale of the goods, as a safeguard of our payments demands.



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PLACE OF SETTLEMENT

The place for acceptance of goods and settlement is Malta.

PLACE OF JURISDICTION

Any dispute irrespective of the amount involved comes under the exclusive jurisdiction of the Maltese Courts.

VARIATIONS OF CONDITIONS

Purchasing conditions of the customers are not legally effective, even though such conditions are specifically mentioned by the customer in correspondence.

WARRANTY

Subject as provided below, we warrant all products supplied by us to be free from defects in material and workmanship for a period of twelve months from delivery (verified to our satisfaction). But our sole liability under such warranty shall be limited to replacing or issuing credit at our option, for any products which have been returned to us, within 40 days of discovery of the respective defect, but always within the twelve-month period, carriage paid, so however that no merchandise shall be returned to us unless our prior consent has been obtained in writing.

- For any products not returned in the time and manner and subject to the conditions set out above;
- For any products in which the alleged defect is found upon examination to have been caused in whole or in part by misuse, neglect, overload, unsuitable lubricant, improper installation or repair, alteration or accident;
- For any products which are used in any form of motor competition or for performance improvement;
- For any transport, installation, removal, labor or other consequential costs;
- For any claims based on unsuitability of the product; and
- For any claims made on behalf of third parties.

We shall not be liable for any consequential damages or for any losses or damages of whatsoever nature, whether direct or consequential, or to whomever or howsoever caused, arising out of or using any of the products supplied by them.

APPLICATION

All information pertaining to specific vehicle applications, which are contained within catalogues, price lists and leaflets are based on the latest specifications available at the time of printing. Some applications may differ due to changes in the field. Whenever in doubt, the customer should follow the original equipment manufacturer's recommended part number and procedure.

Any recommendations, suggested or advice which may be offered by us in technical literature or otherwise, is given in all good faith but we shall not be liable for any loss or damage arising there from and it is for the buyer to satisfy themselves as to the suitability of the respective products supplied by us for his own particular purpose and shall be deemed so to have done.



MERIT MALTA

**BRAND NAME FOR
AFTERMARKET PRODUCTS**