



# GENERAL TERMS & CONDITIONS OF SALE

## Contents

1. [Recitals](#)
2. [Orders](#)
3. [Acceptance of the T&Cs by the customer](#)
4. [Order modifications / cancellations](#)
5. [Payment](#)
6. [Delivery](#)
7. [Warranties](#)
8. [Partial invalidity](#)
9. [Governing Law, disputes](#)

## 1. Recitals

These General Terms & Conditions of Sale (hereinafter referred to as “T&Cs”) apply, unreservedly and unconditionally, to all sales concluded by RAK PORCELAIN EUROPE S.A. (hereinafter referred to as the “Seller”), with its registered office at 20 rue de l’Industrie, Windhof, Luxembourg, with distributors specialised in equipment for the hospitality and catering sector as well as the B2B sector (hereinafter referred to as the “Buyer”).

The aforementioned T&Cs take precedence over all conditions of purchase or other contractual terms contained in the commercial documents issued by our customers. No special condition shall take precedence over these T&Cs without the Seller’s prior written consent.

These T&Cs may be modified by the Seller at any time. The applicable T&Cs are those in force on the date at which the order is recorded. The Seller urges the customer to read the current T&Cs carefully when placing each new order.

In the absence of evidence to the contrary, the data recorded by the Seller shall constitute the proof of all transactions. The Seller urges the customer to save or print out these T&Cs.

These T&Cs will apply to all deliveries made by RAK PORCELAIN EUROPE SA.



## 2. Orders

- *Legal capacity to enter into a contract*

The Seller reserves the right to refuse any orders from customers with whom he is in dispute with, whether the dispute already existed prior to an order being placed or emerged while the order was being processed. This applies to payment-related disputes in particular.

## 3. Acceptance of the T&Cs by the customer

These T&Cs are printed in our price lists and are also available on our website: [www.rakporcelain.eu](http://www.rakporcelain.eu). If requested, they can also be sent to the customer by e-mail, fax or post.

The Seller issues an order confirmation that shall become valid if the Buyer does not express a desire to cancel or modify it within a period of 2 working days from receipt.

- *Product features*

The Seller shall make every effort to ensure that the product technical specification sheets convey the essential features of the products in the best way possible. The customer must familiarise himself/herself with these features.

The features, dimensions, capacities, weights, photographs and graphics presented on the website and printed in electronic messages from the Seller are for reference purposes only and are non-binding.

In particular, there may be variations in the dimensions, weight and capacity of the products, in spite of the indicative measurements stated. Moreover, the differences between the perceived shapes and colours presented in the pictures or graphics and the products shall not incur the Seller's liability.

The Seller reserves the right to change the range of products offered at any moment, particularly in relation to constraints linked to the optimisation of production methods.

- *Prices*

The products' prices shown on our price lists are net of tax and delivery costs, and reflect the price in force on the day that the order is placed. This price includes the actual price of the products and the preparation and packaging costs.

Prices are reviewed and potentially revised once a year. They may vary according to the raw material costs, energy costs, increases in salary costs and other elements directly linked to the costs of production and transport to our European warehouses.



- **Placing an order**

Customers can place an order with the Seller in one of the following three ways:

- By sending an e-mail to: [info@rakporcelaineurope.com](mailto:info@rakporcelaineurope.com)
- By sending a fax to: 00352 2636 0465
- By sending it in the post to the address indicated above

Orders placed by e-mail, fax or post must contain the following information as a minimum:

- all information on the invoicing and delivery addresses, intra-community VAT number, name and telephone number of the person placing the order (Buyer), and all other information and instructions relating to the order;
- identification of the products ordered;
- quantities ordered; and
- information required for delivery purposes (exact delivery address and any restrictions on access at the place of delivery).

In all cases, the customer is responsible for ensuring the accuracy and completeness of the information provided when placing the order. As such, the Seller shall be held harmless against all claims arising out of technical specifications, features and references stipulated by the customer when placing the order if this information should turn out to be inadequate or incorrect. Furthermore, the Seller cannot guarantee the consequences of, or be held responsible for, any additional delays in delivery or extra delivery costs incurred due to errors made by the customer when providing their address and / or the delivery address. In such a situation, any costs incurred by the Seller as a result of errors in the information provided by the customer shall be borne by the customer.

- **Order date**

The order date is considered to be:

- the date written on the Buyer's order confirmation
- the date of receipt of the cheque or acceptance of credit in the case of payment by cheque or payment on account, respectively.

The delivery week indicated on the order confirmation is an indication based on information of which the Seller is aware at the time of confirmation. In no way should this deadline be considered to be firm and final.

- **Product availability**

The Seller undertakes to honour orders received only within the limits of his available stock and goods in transit.



If products are unavailable, the Seller undertakes to notify the customer of this as soon as possible. In case of unavailability, the Seller may offer the customer a product of equivalent quality or price. The Seller will then ask for the customer's formal agreement before dispatching any items.

- **Order confirmation**

An e-mail and / or postal confirmation of the order will be sent to the customer.

The Seller strongly urges the customer to print out and / or save this order confirmation on a reliable and durable medium as evidence.

#### **4. Order modifications / cancellations**

Requests for modifications, additions, removals or other adjustments to a firm order are taken into consideration to the extent possible by the Seller. The initial order shall remain valid.

Returns are not permitted without the Seller's prior agreement, and provided that the products in question were delivered within the previous fifteen (15) days, are returned in a perfect condition for resale, have not been used and are returned in their original packaging.

Under the aforementioned conditions, and provided that the Seller is not found to be at fault, the customer is responsible for returning the products at their own risk.

Returns of personalised products, specially manufactured products and products labelled as "special order" will not be accepted.

#### **5. Payment**

- **Methods of payment**

The customer must pay their invoice in line with the conditions and time limits previously negotiated between the Seller and the Buyer.

Unless otherwise stipulated, the order will not be sent to the customer if the payment on account has not been authorised. Unless otherwise stipulated, orders paid for by cheque will not be processed until the funds have been collected.

- **Invoice**

Once the delivery slip has been prepared, the invoice is issued and sent to the Buyer via e-mail or by post.

The itemised delivery slip is attached to the package.



- *Payment date*

Unless otherwise stipulated, cheques will be cashed upon receipt and this shall also signify the validity of the customer's order.

- *Late payments*

All late payments shall give rise, automatically and without any prior notice, to a late charge. All late payments shall also give rise, automatically and without any prior notice, to payment of a flat charge of 40 Euros to cover collection costs. The Seller reserves the right to ask the customer to pay additional compensation if the actual collection costs exceed this amount. The Seller shall provide substantiating documents to support this demand.

- *Transfer of ownership*

The Seller shall retain full ownership of the products sold until payment of the principal amount and any incidental expenses has been received in full. The delivery of accepted bills of exchange or other instruments that create an obligation to pay does not constitute a payment. The Seller's original claim shall continue together with all of his associated guarantees, including the retention of title.

Failure to make payment on the agreed due date may lead to the Seller demanding the return of the products from as early as the day after this agreed date. The customer must return the products in question immediately and shall bear all of the costs and risks of doing so. These provisions shall apply in particular in case of safeguard procedures, receivership or compulsory liquidation. The Seller may also demand payment by customer of additional amounts, equal to the costs incurred due to the withdrawal of the products, plus interest and compensation as provided for in the above paragraph.

Without incurring liability, the customer shall immediately inform the Seller, in writing, of any seizure of the products or any other intervention by a third party. Until payment has been made in full, the products may not be modified, pledged, transferred as collateral or resold without the Seller's prior agreement.

In case that the customer resells or modifies any products that have not been paid for, Seller's retention of ownership shall automatically be transferred to the price of the products sold and invoiced by the customer to their clientele (sub-buyer). In this case, the Seller shall have the right to notify the sub-buyer of their retention of title and to execute any measures to obtain direct payment of the amounts still outstanding.

The above conditions shall not, once the products have been physically delivered by the transporter commissioned by the Seller, stand in the way of the transfer to the customer of the risk of loss or deterioration of the products, as well as any damage they might cause.



## 6. Delivery

Delivery is performed by the physical handing over of the products by a transporter commissioned by either the Seller or Buyer. The Seller or Buyer shall provide, in due course, all details about the transporter, contact details, and the date and time that the merchandise will be dispatched. The volume and weight quoted on the order confirmation are indicative and will be reiterated or, if necessary, amended on the final delivery slip.

Products are delivered to the delivery address specified by the customer during the order process. The Seller reminds his customers that the delivery address (which may differ from the invoicing address) must be correct and include any necessary clarifications.

For deliveries of bulky items, the customer is responsible for ensuring the accessibility of the place, floor or room of delivery and for notifying the Seller of any issues when arranging the appointment.

The Seller cannot be held responsible for any delivery that could not be made due to an error in the delivery address, issues with the place of delivery or accessibility, absence of the customer or any other problem. In such a case, the order would still be valid and a new attempt to deliver could entail an additional charge.

- *Transfer of risk*

If transport is paid by the Buyer, the customer shall bear the risks linked to the transportation of the products.

- *Customer's responsibility in relation to verification of the packages*

Upon receipt of the products, the customer is responsible for complying with the following main obligations:

- Inspecting the delivery documents and ensuring that the package is in fact intended for them.
- Checking the number of packages and condition of the products (external verification and verification of the package contents). If the driver is unable to wait for these checks to be carried out, the recipient must write on the transporter's original receipt: "the driver is unable to be present during unpacking".
- Accepting the delivery as soon as it is clear that the products match the order (even if they are damaged) by signing the delivery slip or transportation receipt in a legible manner and adding their company stamp and their name in block letters.
- In case of damage, noting down specific reserves on the transporter's original receipt. Reserves that are not material, clear or complete will not be accepted, nor will the following wording: "received pending inspection" or "received pending inspection for breakage" be valid. The reserves must be dated and signed.



- Confirming these reserves in a registered letter or fax addressed to the Seller within three working days.

Without prejudice to the arrangements to be made vis-à-vis the transporter, complaints concerning apparent defects or the non-conformity of the products delivered must be lodged by e-mail, fax, telephone or letter with the Seller within eight (8) days from the date on which the products in question were delivered.

All returns require the Seller's prior formal agreement.

In the absence of the transporter and / or Seller being notified of any reserve in the aforementioned circumstances, the products will be deemed to have been accepted by the customer and no complaints related to their condition may be accepted after the fact.

Any complaints addressed to us and not following this procedure can prevent the replacement of, or generation of a credit memo for, the damaged or missing products.

## 7. Warranties

- *Contractual manufacturing warranty*

Some of the products sold are guaranteed against the risk of chips. The length of a product's warranty is indicated in the product data sheet. The warranty contract is concluded by the act of purchasing, as attested by the purchase invoice and RAK Porcelain Europe's warranty card. The warranty card contains the final customer's data.

- *Liability*

The Seller is released from his obligation to deliver in the event of force majeure.

The Seller rejects any liability for damage arising from installation or conditions of use that do not comply with the instructions and recommendations accompanying each product, or from use that exceeds the intended performance, or from an evident lack of maintenance.

The total or partial impossibility of using the products, particularly due to incompatibility of the material, cannot give rise to any compensation or reimbursements or questioning of the Seller's liability.

## 8. Partial invalidity

Any change in legislation, regulations or a legal decision that renders one or more clauses of these T&Cs invalid and unenforceable shall not affect the validity of the remaining T&Cs.



Any requirement not explicitly dealt with it herein will be deemed to be governed by the practices in force in the selling sector in accordance with Luxembourg Law.

## 9. Governing Law, disputes

These T&Cs are subject to the law of Luxembourg. The Seller's address for service is his head office. All disputes, regardless of their nature, will be brought before the Commercial Court in the place of our registered office, which is expressly selected as the court of competent jurisdiction.