

Special Terms and Conditions for Purchase of Goods

Eviture (Malta) Ltd

Notwithstanding the General Terms and Conditions for Purchase, the provisions set out in below shall govern the supply of Goods to us by you.

1. Guarantee
 - 1.1. You guarantee that the Goods are always of a consistently high quality and free from defects in construction, materials, production finish and form, as well as errors and defects in their nature, composition, and content. You also guarantee that the Goods are entirely suitable for the purpose for which they are intended and can be used, and where relevant processed, for such purpose.
2. Transport
 - 2.1. You are responsible for transport and for transport costs.
 - 2.2. You are liable for any damage to and loss of Goods resulting from their loading, transport or unloading, as well as for loss caused by unsuitable or insufficient packing. You must insure yourself against risks arising during transport.
3. Packaging and delivery
 - 3.1. You shall ensure that the Goods are properly packed, where relevant in accordance with any instructions or specifications from us. The Goods must not be packed in packaging that at the time of delivery is environmentally hazardous or suspected to be so, according to provisions of law or current science, or that could in any other way be a threat to health, safety, or welfare.
 - 3.2. You must deliver the Goods with a packing list that sets out information including the quantity and nature of the Goods, the relevant Contract number, the contact person from us and the delivery address. Without this packing list, we are entitled to refuse acceptance of the Goods without being liable to pay the purchase price or compensation.
 - 3.3. The delivery and removal of materials and the refuse, packaging, remaining items, and other waste resulting from this work, is the responsibility of, and at the expense of, you and must be carried out in accordance with the relevant regulations.
 - 3.4. The Goods must be delivered together with all documents intended to enable their optimum use, as well as any proofs of guarantee or quality certificates. This means, for example, that all parts, materials, aids, tools, spare parts, and instructions for use necessary for the use intended by us or that you can reasonably expect to be necessary for such use as is indicated in the Contract, must be supplied, even where they are not specifically listed in the Contract.
 - 3.5. You are responsible, at your own expense and risk, for the installation, assembly and other work relating to the supply of the Goods, even if you have contracted out this work to a third party. Such contracting out is only permissible with the prior written consent of us.
4. Transfer of ownership
 - 4.1. Subject to any claim to retention of title or rights of complaint, the ownership and risk of the Goods shall transfer to us at such time as the Goods are delivered, or deemed to have been delivered, to us, provided that such Goods have been approved by us and meet the terms of the Contract. You guarantee to transfer full and unencumbered ownership.
 - 4.2. If we do not approve the Goods, or upon checking them is not in agreement, or claims the right to terminate the Contract or to replacement of Goods, the Goods delivered shall remain owned by, and at the risk of, you.
 - 4.3. If we provide materials such as tools, drawings, specifications and software to you so that you can meet your contractual obligations, such items remain the property of us. You shall keep these materials separate from items belonging to yourself or any third party and shall regard them and use them as property of us.



- 4.4. Once materials such as raw materials, additives, and software from us are reprocessed into the Goods of the Supplier, this creates new items that belong to us.