

GENERAL SALES AND SERVICE TERMS & CONDITIONS

Crosscraft Co. Ltd., (hereinafter referred to as ‘the Company’) are committed to provide the purchaser of the product, (hereinafter referred to as ‘the Customer’) with Leading, Innovative, Quality Brands and Latest Technology combined with an Efficient and Reliable After-Sales Service.

PRODUCT ADVICE

The Company is determined to provide beneficial assistance to the Customer in choosing their appliances wisely. Therefore, the Company strongly encourage all Customers to ensure that prior to use, said Customers familiarize themselves with the instruction manuals provided with each product and this because these contain important information which are essential for the Customer to understand the products functions as well as to maintain and operate the Products in a correct manner without causing damage. The Company is furthermore available to provide professional assistance through the Company’s customer service agents or to register for assistance on the Company’s website: www.crosscraft.com.mt.

SALES CONDITIONS

All products shall remain the property of the Company and this until full payment has been effected by the Customer. In the event, that a Sales order is cancelled by the Customer, any deposit amount paid at the point of sale shall not be refundable to the Customer, and such deposit shall be forfeited in favour of the Company.

The Company obliges themselves to hold on storage the product purchased by the Customer and this up until three (3) months from the “required by date” agreed upon between the Company and the Customer. If the Customer requests an extension to the three (3) month term referred to above for storage of the product, the Company in its own discretion may accept such request and shall be entitled to charge the Customer the going-rate established by the Company, as storage fees.

In the circumstance that a product already ordered and held in storage by the Company, is superseded by a newer version, at the Company’s discretion, the Company shall have the right to either offer the latest similar model of the said product or consign the same model of the purchased product. Credit Terms may also apply and shall be granted at the sole discretion of the Company.

Any overdue payments by Customer will be subject to a charge of 8% interest on the outstanding balance, and this as permitted by Law.

The Company is solely responsible and shall be liable limitedly for claims that are related directly to the functionality of the Product purchased from the Company.

The Company is not responsible for any subsequent damage caused, by any fault to the Product, that causes injury to persons, other items, movables, immovables, food & beverage items, which directly result out of the negligence, carelessness, or resultant of any accident on the Customer's part.

DELIVERY

Delivery service is available at the company's discretion and will be scheduled to a specific date and time agreed upon with the Customer according to the purchase confirmation. The Company reserves the right to charge a delivery fee for such services.

In the event that the Customer shall not respond or be present for a scheduled delivery appointment, the Customer shall be liable to pay the Company a charge for said missed delivery.

The Company also reserves the right to re-schedule or cancel the delivery of the said product, even if previously agreed for scheduled delivery. The Company shall not assume responsibility for such cancellation or re-scheduling. The Company obliges themselves to inform the Customer of such cancellation or re-scheduling at the earliest moment possible.

The Company is solely responsible as per delivery service, to deliver the said Product after purchase, to the ground-floor of the intended premises for use of the said product as instructed by the Customer on purchase.

The Company reserves the right to withdraw delivery service in the event that a health & safety issue ensues on place of delivery that could endanger the safety & well-being of the Company's employees or of the Customer and/or if potential damage may be caused to the surrounding of the Premises by means of such delivery for any reason. The Company shall not be liable for accidental damages caused on the product purchased or on the Customer's property whilst handling of the said product before installation.

The Customer, in the presence of the Company employee, shall upon delivery inspect the product for any visible damage or defect. If such damage or defect arises, the Customer shall have the right to refuse the delivery of the product. The Company also

grants the Customer a further twenty-four (24) hours after final delivery, so as to report to the Company any minor damages that may result after inspection of delivery and that are not attributable to the Customer's negligence, carelessness or accident. In the event, that the Company does not receive such report from the Customer within twenty-four (24) hours, the product will be considered delivered in good condition and no claim for damages on such delivery shall be accepted.

INSTALLATION

The Company, at its own discretion, may offer a product installation service on certain products. In the event, that such service shall be granted by the Company, the Customer shall ensure that either a gas, water and/or electrical power supply shall be available and in accordance with standard & product requirements as instructed by the user & installation manual available to Customer on purchase. If such supply is not existing at the time of the installation service, the Customer shall be liable to a charge due to the Company.

The Company reserves the right to refuse to install the product, if in the Company's discretion there are doubts or suspects that such installation, in terms of manner or location may constitute hazard or danger to the Customer or third parties.

The Company is not responsible if the Customer requests installation of the product in a location or a position that is not recommended by the Company, and/or manufacturer installation specifications or instructions, which could potentially cause harm, danger or damage to the product, the said Customer or third parties.

In the event, that the Customer requests that the Product shall be installed in a property that is not on ground-floor or where the safe and proper product handling is at risk due to limited access or space restrictions, any lifting equipment for such installation shall be engaged by the Customer and this at the Customer's sole expense.

GOODS RETURN AND/OR REPLACEMENT

In the event that the Customer purchases by means of distant selling and intends to cancel the said purchase, the Customer shall have fifteen (15) days as a cooling-off period to request such cancellation and this from the date of purchase. The Company shall only accept returns or changing of products, if the said product is returned sealed by the Customer together with all the necessary documentation proving purchase. The Company does not accept returns on products that are sold on special offers as promoted occasionally by the Company. If the Company, accepts to replace the

product, the Company shall not be responsible for any charges related to the delivery or removal of the product from the Premises provided by the Customer, and that the Customer shall be responsible for returning the product to the Company's premises. In the event of a replacement, the Company shall also not assume any responsibility for any expenses related to the replacement of any old appliance from the Customer's premises.

AFTER SALES SERVICE

The Company represents respective brands of products whilst acting as the official Authorised Dealer of the said brand. The product's brand company shall be ultimately responsible for the conformity of the product as well as the availability of any spare parts needed for the functioning of the said product. The Company is not responsible for providing any exchange, spare part or repair in the event that the product's brand company shall cease to operate, distribute or provide such material to the Company. The Company provides its own Service & Technical Department that guarantees general support to the Customer and this in co-operation and supported by the product's brand supplier. The Company shall provide an effective after-sale service in so far as products purchased develop a fault during the guarantee period.

GUARANTEE

The Company shall provide a guarantee period which shall commence from the date of the sale. The period of the guarantee provided for all products shall be specified by the Company on every invoice.

The explanation for such guarantee shall be in the following format: P = Parts, Y = Years, L = Labour

(example: Parts: 2 years, Labour: 2 yearsY i.e. parts (2) two years & Labour (2) two years). In the event, that the invoice specifies "+NUMBER", such shall mean that the product shall have an extended cover for a period in the amount of the indicated number.

In the event that the product purchased requires installation or delivery, such guarantee period shall start to run from the date of such installation or delivery period, provided that such installation or delivery date shall not exceed ninety (90) days from the date of original invoice. Customer claims will only be taken into consideration if the said Customer presents the Company's original receipt or invoice or any pertinent documentation deemed acceptable by the Company. The Company shall not provide

the said guarantee if the product's faults or damages are caused by the non-observance on the part of the Customer with regards to the manufacturer's instruction manual and/or used strictly in a domestic environment (if the product specifications are so) and/or according to its exclusive intended use.

It shall be the Customer's duty to inform the Company immediately upon the initial emergence of any defect in the product. The Customer obliges themselves to minimise such any damage that may ensue. The product guarantee provided by the Company is non-transferable to third parties, unless authorised by the Company. Claims on faults or damages to the product caused by misuse, negligence, carelessness or acts of God shall not be accepted. Damages and/or faults resulting from any electrical supply issue, poor quality in the water supply, restricted air flow/lack of ventilation and/or lack of periodical ordinary maintenance.

The Company shall not provide guarantee on parts that are made of plastic, glass, rubber, consumables (such as filters, vacuum bags etc.) and/or accessories (brushes, blades, hoses etc.) Any rust, corrosion, acceptable deterioration or fair wear and tear, as well as remote controls will not be covered by the provided Company guarantee. **The Company guarantee includes rechargeable batteries and power supplies that shall be covered for a period of six (6) months from the date of sale.** The Company's liability is solely limited to repair and/or exchange defective parts on purchased products or any remedy which it deems fit to cover, in its own discretion and in accordance to that stipulated at law i.e. the Consumer Affairs Act, Chapter 378 of the Laws of Malta.

The Company shall not be liable under the Company guarantee for any damage to third party property, even if damage is caused by the purchased product. In the case of necessary repair, for small goods products or items/appliances weighing less than 15kg, the Customer must deliver and re-collect the product when repaired to and from the Company's outlet. The Company, at its own discretion may opt to repair larger appliances or products on site or at the Company's workshop as may be required. The Customer shall pay all fees and charges for any heavy lifting-equipment needed to bring the purchased product at the original delivery location i.e. the ground-floor, and this for the Company to be able to collect any appliances necessitating repair.

The Company shall be obliged to re-deliver the repaired product to the ground-floor of the premises for intended use by the Customer.

As recommended in the Company user instructions, the Customer shall be responsible to carry out the ordinarily maintenance included but not limited to the cleaning of the air/fluff/grease and water pump filters, etc of the product and this at regular instances.