



Frashëri Law Firm

TERMS AND CONDITIONS OF SALE

1. Application

1.1 These Terms and Conditions shall apply to the purchase of the goods/services detailed overleaf (“Services”) by you (“Buyer”) from Tirana Law Office – Frashëri Law Firm, Rruga Abdulla Keta, Nr. 5, K. 3, Tiranë, Registered in Albania: Company number L71919032S (“Seller”) and to the payment of this invoice. No other terms and conditions shall apply to the sale of the Service or to this invoice unless agreed upon in writing between the Buyer and Seller.

1.2 The essence of these Terms and Conditions remains the same as those included with the Seller’s quotation. The tense has been altered to reflect the inclusion of these Terms and Conditions in an invoice.

2. Interpretation

2.1 A “business day” means any day other than a Saturday, Sunday or Albania holidays.

2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Services

3.1 The description of the Services is as set out in the Seller’s Agreement Service (if applicable) and confirmed in the quotation and this invoice. In accepting this quotation, the Buyer has acknowledged that it does not rely on any other representations regarding the Service save for those made in writing by the Seller. No descriptions of the Services set out in the Seller’s quotation or

agreement service shall be binding on the Seller and are intended as a guide only.

3.2 The Seller reserves the right to make any changes in the specification of the Services which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

4.1 Subject to sub-Clause 4.2, the price (“Price”) of the Services shall be that detailed in the quotation, accepted by the Buyer and confirmed in this invoice.

4.2 Any increase in the cost of the Service to the Seller due to any factor beyond the Seller’s control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, shall be reflected in this invoice in accordance with the Seller’s right to increase the Price prior to delivery.

4.3 Any increase in the Price under sub-Clause 4.2 shall only take place upon the Seller informing the Buyer of the increase in writing.

4.4 The Price is inclusive of fees for consulting, preparing the requested information, drafting a document or e-mail, response or request.

4.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5. Basis of Sale

5.1 The quotation constitutes written acceptance and confirmation by the Seller of the Buyer’s order for the Service.

5.2 The quotation is a contractual offer to sell the Services which the Buyer has accepted. The **Seller** and the Buyer have

entered into a contract for the sale of the Services.

6. Payment

6.1 The Buyer shall pay the invoice upon receipt unless agreed in advance with Tirana Law Office-Frashëri Law Firm.

6.2 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the information(property) in the Services has not passed to the Buyer.

6.3 If the Buyer fails to make payment within the period in sub-Clause 6.1, the Seller shall suspend any further deliveries to the Buyer , cancel any pending orders from the Buyer on the amount outstanding until payment is received in full.

6.4 Time for payment is of the essence of the Contract between the Seller and the Buyer.

6.5 All payments must be made in AL Lek or Euro or USD unless otherwise agreed in writing between the Seller and the Buyer.

7. Delivery

The Seller has delivered the Service to the Buyer, enclosing this invoice or has notified the Buyer that the Service of require are ready for the Buyer.

8. Inspection of Service

8.1 The Buyer is under a duty to inspect the Service on sent or delivery from seller at shown destination.

8.2 The Seller shall be under no liability for and shall not indemnify the Buyer against any mattersfailure to receive the service delivered on time by the seller arising from postal damage or shortages from viruuse or malwere in its e-ail address.

9. Returns

9.1 Service may not be returned/cancelled without the prior written agreement of the Seller.

9.2 Subject to sub-Clause 9.3 and 9.4 the Seller shall do not accept returned Service, only if it is satisfied those Service are no full and that such defects repair.

9.3 The Seller shall have the option of either replacing defective in Service completing it within 5 work days of receipt notice.

9.4 The Buyer do not may return/cancelled any Service required.

10. Risk and Title of Service

10.1 Risk of damage to or loss of the Service shall pass to the Buyer either when the Service are delivered to the Buyer in its address or when the Seller notifies the Buyer that the Service are ready for sent in destination address.

10.2 If the Buyer wrongfully fails to take delivery of the Service, risk shall pass to the Buyer at the time when the Seller has ben delivery of the Service, fact proven by the electronic email delivery system..

10.3 Legal and beneficial title in the Service shall not pass to the Buyer until the Seller has received, in cash, payment in full of the Price.

10.4 The Seller reserves the right to repossess any Service in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6.

11. Rights, Warranties and Liability

11.1 Subject to these Terms and Conditions and except where the Buyer is purchasing the Service as a consumer, all warranties, conditions or other terms implied by common law (save for those implied by Section of the Sale of Service law in Albania) are excluded to the fullest extent permitted by law.

11.2 The exclusions of liability contained within this Clause 11 shall not exclude or limit the liability of the Seller: (a) for death or personal injury caused by the Seller's negligence; (b) for any matter for which it would be illegal for the Seller to exclude or limit its liability; and (c) for fraud or fraudulent misrepresentation.

11.3 In the event of any claim against our warranty/product/service liability cover, please contact us directly.

12. Communications

12.1 All notices under these Terms and Conditions shall be in writing and are published in this our webpage, or on behalf of, the party giving notice (or a duly authorised officer of that party).

12.2 Notices shall be deemed to have been duly given: (a) when delivered, if delivered by e-mail, messenger (including registered mail) during the normal business hours of the recipient; (b) when sent, if transmitted by fax or email and a successful transmission report.

12.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14. No Waiver

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer

shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Albania.

16.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) will be aimed at being resolved by mutual understanding between the two parties. Otherwise, shall fall within the jurisdiction of the courts of Albania.

These Terms and Conditions apply and to the Online Services provided by the Service Provider (Tirana Law Office-Frashëri Law Firm).