

1. PRICES

All prices are subject to market fluctuations and the actual prices to be paid by the Buyer shall be the Seller's prices, ruling at the date of dispatch. The Seller shall be entitled to charge to the Buyer the amount of any Value Added Tax for which the Seller shall be liable.

2. DELIVERY

- a) Unless otherwise agreed in writing, the Buyer shall be bound to accept goods ordered by him/ her on notification that they are ready for delivery. If the Buyer fails to take delivery, the Seller shall be entitled to:
 - I. Treat the contract as at an end and to re-sell the goods and
 - II. Invoice the goods whereupon payment in full shall become due forthwith.
 - III. Charge at rates giving an economic return to the handling and storage of such goods from the invoice date to the eventual date of delivery.

to the Buyer or disposal elsewhere under the power of sale referred to above. The Buyer shall be liable for the insurance of such goods from the date on which he/ she is notified that the goods are ready for delivery onwards.

- b) The Seller shall not be liable to the Buyer for any failure to delivery or delay in delivery, howsoever arising and the Seller shall in no circumstances be liable for any consequential loss arising from such delay. Any date of delivery given by the Seller or associated agent shall be deemed to be an estimate only.
- c) If goods are contracted to be delivered by instalments, late delivery of one instalment shall not entitle the Buyer to reject any other instalment under the same contract.
- d) Any complaint of short delivery or of damage to goods in transit must be notified by the Buyer to the Seller within 5 working days of receipt of the goods and any complaint of failure to deliver goods/ invoice query must be so notified within 7 working days of receipt of invoice.

3. RETENTION OF TITLE BY SELLER

The Seller and the Buyer expressly agree that until the Seller has been paid in full for the goods comprised in this or any other sale contract between them:

- a) The goods comprised in this contract remain the property of the Seller (although the risk therein passes to the Buyer at the point when delivery/ collection begins).
- b) The Seller may recover those goods at any time from the Buyer if in his/ her possession, if the Seller judges that the amount outstanding from the Buyer on the general statement of account between the parties is in excess of the credit limit the Seller is willing to accord to the Buyer and for that purpose the Seller, his servants and agents may enter upon any land or building in the occupation of the Buyer upon which the goods are situated.
- c) If the Buyer incorporates such goods into other products (with the addition of his/ her goods or those of others) or uses such goods as material for other products (without such addition) the property in those other products is upon incorporation or use ipso facto transferred to the Seller, and the Buyer as bailee for them for the Seller will store the same for the Seller in a proper manner without charge to the Seller.
- d) The Buyer has the right to dispose of the goods or such other products his/ her business for the account of the Seller and to pass goods title to the goods or products to his customer being a bona fide purchaser for value without notice of the Seller's rights.
- e) In the event of such disposal, the Buyer has the fiduciary duty to the Seller to account to the Seller for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding under this or any other sale contract.

4. LIMITATION OF SELLER'S LIABILITY

Except as otherwise expressly provided for in these conditions, the Seller shall have no liability of any kind whatsoever to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer, his/ her servants or agents whether in contract or negligence or otherwise howsoever whether for loss or damage to property or for death or bodily injury otherwise howsoever in respect of any goods supplied (or for work done) by the Seller.

5. CONSEQUENTIAL LOSS

Without prejudice to the generality of the foregoing provisions the Seller shall not in any event be liable to a Buyer for any indirect or consequential loss or damage.

6. WARRANTIES

No warranty or representation given by or on behalf of the Seller shall be binding upon the Seller unless specifically stated in writing to be incorporated in the contract.

7. COPYRIGHT AND OTHER INDUSTRIAL PROPERTY RIGHTS

The Seller shall be indemnified by the Buyer against any claim by a third party against the Seller arising out of any goods supplied or to work done for the Buyer including any infringement of copyright patent trade mark or registered design.

8. DESCRIPTION OF GOODS

"All descriptions and illustrations contained in any catalogues, price lists, advertising matter and any other literature of the Seller are intended merely to present a general idea of the goods described therein and none of them shall form part of the contract."

9. PAYMENTS

Goods must be paid for upon collection without exception (unless otherwise agreed in writing by the Seller). Where no physical contact is made between the Seller and the Buyer and goods are being delivered, payment must be made:

- a) Before receipt of delivery by cheque, cash or electronically,
- b) or immediately upon receipt of goods by delivery by means of COD (Cheque On Delivery) when goods are delivered to the Buyer.
- c) Acceptance of delivery of the goods by the Buyer shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

Subject to any such special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the goods on or at any time upon collection/ delivery of the goods. The Buyer shall pay the price of the goods (without any deduction) within 30 days of the end of the month in which the invoice is issued.

The company reserves the right to charge interest at 4% over Permanent TSB minimum lending rate of any overdue account.

10. RETURN OF GOODS

Goods can be returned up to 30 days after purchase with valid proof of receipt. Upon satisfaction that goods are reusable and fit for resale a refund (less any discount deducted from original sale) will be issued by cheque payment via post.

11. SELLERS RIGHT OF RECESSION

The Seller shall have the option (without prejudice to any of its other rights against the Buyer) by notice in writing to the Buyer to rescind any contract between the Seller and the Buyer or to suspend delivery in the following events:

- I. Should any sum be owing by the Buyer to the Seller be overdue whether under the same or any contract.
- II. Should the Buyer be in breach of any term of the same or any other contract with the Seller.
- III. Should the Buyer enter into any composition or arrangement with or for the benefit of its creation or be adjudicated a bankrupt or (if a body corporate) should go into liquidation either voluntary or compulsory or under supervision or have a Receiver appointed over all or any of its assets.

12. BUYER'S CONDITION

The Buyer's terms or conditions of purchase contained in order forms or letterheads shall not apply to the contract where they are inconsistent with these general conditions of sale unless expressly accepted by the Seller in writing.

13. FORBEARANCE BY SELLER

No forbearance or indulgence by the Seller shown or granted to the Buyer whether in respect of these general conditions or otherwise shall in any way effect or prejudice the rights of the Seller against the Buyer or be regarded as a waiver of any of these general conditions.

14. FORCE MAJEURE

The Seller shall not be liable for failing to perform the contract whether in whole or in part if the failure is caused by: any inability to secure labour, materials, or supplies, an Act of God, Riot or Civil commotion, Strike, Lockout, Fire, Flood, Drought, Act of Government or any cause (whether or not similar in kind to all or any of the foregoing) outside the Seller's control and shall have the right by notice in writing to the Buyer to rescind the contract or to effect or impose such variation in the contract as may in its opinion be necessary.

15. LAW

Any agreement incorporating these conditions shall be governed by the Law of the Republic of Ireland.