

## CONDITIONS OF SALE

1. Except where otherwise agreed in writing, all orders are accepted subject to the following conditions of sale. These conditions shall take precedence over any other Terms and Condition and the acceptance of an order does not constitute recognition of terms or conditions other than our own; orders will not be accepted subject to conditions. Where any one or more conditions is waived this shall in no way affect or alter the validity of the other conditions herein contained otherwise the contract will be governed by Irish Law.
2. All quoted prices are "ex works" and excluding VAT after packing unless specified to the contrary. We reserve the right to invoice goods at the prices prevailing and at VAT rates ruling at the date of despatch.
3. Any illustrations and specifications in our literature are as accurate as possible at the time of printing but we reserve the right to make alterations in detail as and when designs and specifications are improved. We reserve the right to supply goods conforming to the latest designs and specifications and the Buyer shall have no claim in respect of any discrepancies between the goods supplied and those described in illustrations and specifications subject to the goods being of comparable quality.
4. Any warranty whether specified or implied in respect of any products supplied by the Company shall be dependant upon correct installation and operation by the Buyer.
5. All moulds, tools, equipment etc shall remain entirely our property even when part of the cost of such items is invoiced to and paid by the Customer.
6. We undertake to supply goods at their written quotation price for a period of 30 days inclusive from the date of quotation unless specified and agreed otherwise.
7. We shall despatch goods by the most appropriate method which may be by post, private or public carrier. The cost of such despatch shall be borne by the Buyer.
8. We reserve the right to impose "a small value order cost" on small orders giving you the option to cancel the order or to increase the order as to avoid the small value order handling charge. Orders under €50 will not be accepted.
9. Deliveries offered ex stock are subject to goods being unsold at the date of receipt of the Buyer's order. Times or dates for deliveries or performances are business estimates only and not contractual obligations of the Company. Times therefore will not be of the essence of the contract and providing the Company makes delivery within a reasonable time (taking into account all the circumstances) the purchaser will be bound to accept delivery if made after the date fixed and shall not be entitled to repudiate the contract or claim damages in respect of late delivery.
10. Delivery shall be to the delivery address stated on the Credit Application Form unless otherwise agreed in writing. Deliveries are "ex works" and travel at the Buyer's risk. Risk in the goods purchased should pass to the Buyer upon dispatch. Dispatch is deemed to be made when the goods leave the Company's loading dock.
11. Unless otherwise expressly agreed the Company may make delivery in one or more instalments.
12. 12.1 The Company warrants that at the time of dispatch it will have title to sell the goods to the Buyer.  
12.2 Subject to Clause 12.1 if the Company is in breach of the warranties given by it above its liability shall be limited to:
  - a) replacement of the product concerned; or
  - b) at the option of the Company, reimbursement of the price
- 12.3 Subject to Clause 12.5 the Company shall have no further liability to the Buyer other than as described in Clause 12.2 above whether under these conditions of sale or on any other basis including liability in Tort as a result of the sale of the goods.
- 12.4 Subject to Clause 12.5 the Company shall not under any circumstances be liable to the Buyer by reason of any representation or warranty condition or other term or any duty of common law or under any express term of these conditions of sale for any consequential special, incidental or punitive loss or damages (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by the negligence of the Company, its employees or agents or otherwise even if advised of the possibility of such damage.
- 12.5 Nothing in these conditions of sale shall exclude or limit the liability of the Company for death or personal injury resulting from the negligence of the Company or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited including the statutory rights of a consumer. The Buyer acknowledges that it enters into this Agreement not as a consumer but as a commercial customer.
13. Returnable packing items should be returned carriage paid within 30 days. If returned in proper condition, credit will be issued. We do not permit deduction from invoices in respect of charges for returnable packaging.
14. Credit notes for whatever reason issued can only be taken into account when they have been issued. The non-receipt of credit notes is not to be considered as a valid reason for withholding payment of accounts when due.
15. Payment should be strict monthly net unless other written terms have been agreed. The right is always reserved to request a remittance with order. Should any arrangements exist to accept credit transfers or cheques as payment any interest, bank charges or the like are the responsibility of the Customer. In respect of new accounts two satisfactory trade and a bank reference are required prior to goods being delivered on credit otherwise we shall issue a proforma invoice which will have to be paid in full before delivery. The Company shall be entitled to an interest calculated at 3% above the prevailing EURIBOR Rate on all amounts overdue.
16. Any agreements, warranties or offers made by our representatives or agents are not binding unless and until they have been confirmed in writing by the Company.
17. We reserve the right to sub contract all or any part of any order as we deem necessary.
18. The purchaser assumes responsibility that goods stipulated by him are suitable for his purpose and we do not undertake to take back to stock for credit or otherwise, any unwanted or surplus goods or materials which customers may have on their hands.
19. Notification of alleged loss or damage in transit must be made to the Company within three days of delivery. In the case of non-delivery notification must be made to the Company in writing within seven days after receipt of our invoice or advice note and the Company will entertain no claims unless time limits are complied with.
20. The Buyer must obtain the written approval of the Company prior to returning goods for whatever reason and the Company reserves the right to levy a handling charge. Carriage and insurance for the return will be the responsibility of the Buyer.  
The Buyer is responsible for ensuring that goods returned to the Company are free from biological and chemical hazard. The Company reserves the right to refuse to accept goods which in their view present a hazard to their staff or which may infringe the Health and Safety at Work Act or which are without a signed certificate to the effect that effective disinfection/decontamination has been carried out.
21. The Company reserves the right to charge for drawings or sketches prepared for quotations or in the execution of orders and to refuse to accept a cancellation of orders for goods of special design or manufacture as to which the company shall be the sole judge. The copyright of such designs, drawings or sketches shall remain the property of the Company.
22. The Company reserves the right if necessary to over or under deliver up to 15% and to charge pro rata on special orders.
23. Property in the goods shall remain in the Company until payment of the whole of the price thereof has been received by the Company. Cheques or money orders must be made payable to the Company or its order. Payment shall be treated as received by the Company when its bank account is irrevocably credited with the amount in question. Until property in the goods passes to the Customer in accordance with the provisions aforesaid:-
  - a. the Customer's possession of the goods shall be that of our Bailee –
  - b. the Customer shall keep the goods identifiably separate from any other property in the Customer's possession.Until property in the goods passes to the Customer in accordance with the provisions aforesaid, the Company may at any time whether or not the terms of any agreed credit has expired require the Customer (at the latter's own expense) to return the goods forthwith to the Company at the Company's Head Office or at such other place as the Company may reasonably require. In the event of the goods being returned to the Company under this sub clause the Company will repay any part of the price already received by it less the amount of any other contract or otherwise.  
Until property in the goods passes to the Customer in accordance with the provisions aforesaid the Company shall have the right and is hereby irrevocably granted a licence by the Customer to enter any premises in the occupation of or under the control of the Customer at any time for the purpose of obtaining possession of the goods.
24. Where goods are at the Buyer's request made and supplied to the Company other than to the Company's own specification the Company accepts no liability whatsoever for infringement or alleged infringement of any letters, patents, registered design or similar right in respect thereof and the buyer will indemnify the Company against such claims on a full indemnity basis.
25. The Buyer shall make all payments without setoff or counter claim and free and clear of all taxes, deductions, withholdings and other charges.
26. The interpretation and purpose of this contract and of these conditions will be governed by Irish law and the parties submit to the jurisdiction of the Irish Courts.