

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 date of despatch. 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 on notification that they are ready for delivery. If the Buyer fails to take delivery, the Seller shall be entitled:
 - (i) to treat the contract as at an end and to re-sell the goods and
 - (ii) to invoice the goods whereupon payment in full shall become due forthwith.
 - (iii) to 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 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 his agent shall be deemed to be an estimate only.
- c) If goods are contracted to be delivered by installments, late delivery of one installment shall not entitle the buyer to reject any other installment under the same contract.
- d) Any complaint of short delivery or of damage to goods in transit must be notified in writing by the Buyer and the Seller within 24 hours of receipt of the goods and any complaint of failure to delivery goods must be so notified within 10 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 begins).
 - b) the Seller may recover those goods at any time from the Buyer if in his 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 goods or those of other's) or uses such goods as material for other products (without such addition) the property in those other products is upon incorporation or useipso 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 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 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** - a) 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 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 no later than 30 days after the date of Invoices. The Company reserves the right to charge interest at 3% over Ulster Bank minimum lending rate of any overdue account.
10. **SELLER'S RIGHT OF RESCISSION** - The Seller shall have the option (without prejudice to any of it's 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 owing by the Buyer to the Seller be overdue whether under the same or any other 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 creditors or be adjudicated a bankrupt or (if a body corporate) should it go into liquidation either voluntary or compulsory or under supervision or have a Receiver appointed over all or any of its assets.
11. **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.
12. **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.
13. **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, 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.
14. Goods accepted for return are subject to a 15% surcharge.
15. **LAW** - Any agreement incorporating these conditions shall be governed by the Law of the Republic of Ireland.