

CONDITIONS OF SALE

1. These are the terms and conditions governing the sale of Seller's goods. Seller's commitment shall become effective only upon dispatch of Seller's written order acknowledgment or invoice, whichever occurs first. No modification of these terms and conditions shall be of any force unless such modification is reduced to writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgement or receipt of purchase order or other forms containing different conditions. In particular, acceptance of Seller's full or partial deliveries, as the case may be, or payments by Buyer, shall constitute acceptance of Seller's conditions of sale.
2. Payment must be made net cash within thirty days of receipt of invoice. A discount of two per cent on the balance of the account will be allowed if payment is made within fourteen days. No discount will be allowed should any prior account remain outstanding. Non-compliance with Seller's terms of payment shall constitute default. In case of default the Seller reserves the right to refuse despatch of all outstanding orders pending receipt of cash or satisfactory security. Accounts outstanding for longer than thirty days will be subject to interest at two per cent above Bank lending rate.
3. Notwithstanding delivery (and solely for the purposes of securing payment of all outstanding invoices due to Seller by Buyer in the event of Buyer entering into liquidation, having a winding-up order made against it or having appointed a receiver of its assets, income or any parts thereof) the goods sold hereunder shall remain the absolute property of Seller until payment of all amounts invoiced by Seller to Buyer and outstanding from time to time or until the goods are processed or resold by Buyer whichever is the earlier. Upon request Buyer agrees to store such goods as the Seller's bailee in such a way that are readily identifiable as the property of Seller. In the circumstances defined in this condition, Seller shall be entitled immediately after giving notice of its intention to repossess, to enter upon the premises of Buyer with such transport as may be necessary and repossess and goods to which it has title hereunder. Nothing in this condition shall confer any right upon Buyer to return the goods sold hereunder or to refuse or delay payment therefore, unless otherwise agreed.
4. Except as provided by law no claim of any kind, whether as to goods delivered or for non-delivery of the goods shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed and Seller accepts no liability for any indirect consequential loss of profit. Obvious deficiencies or damages shall be reported promptly. Hidden defects shall be reported to Seller on discovery thereof. Failure to give notice of claim within thirty (30) days from the date for delivery or the date of discovery of a hidden defect, as the case may be, shall constitute a waiver by Buyer of all claims in respect of the goods. No charge or expenses incident to any claim shall be allowed unless approved in writing by Seller. Goods subject of a claim shall not be returned to Seller or otherwise disposed of without Seller's permission. If Seller accepts Buyer's claim, Seller shall have the option of repairing or replacing the defective goods or of granting an appropriate price reduction.
6. Where special printing or products are produced to the specification of a Buyer, it is the responsibility of the Buyer to ensure that the legal right of manufacture and usage of the products is vested in the Buyer and in the event of any claim arising by third parties, the Buyer will indemnify the Seller accordingly against any loss arising as a result of a claim by any such third parties. The Seller shall not be responsible for variations in quantities of special widths or production material, provided such variations do not exceed a deficiency or excess of ten per cent.
6. Seller shall use all reasonable endeavours to meet the terms of delivery, which he has quoted, but Seller accepts no liability for any failure to deliver the goods within the said period. In the event of inability for any reason to supply the total demands for the goods ordered, seller may allocate its available supply amount to any or all purchasers or users or make partial shipments on such basis as it may deem fair or practical, without liability for any failure or performance which may result therefrom.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by factors such as but not limited to fire, explosion, accident, flood, labour trouble or shortage, war, act or of authorised by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or act of God or arising from the (delete 'the') contingences, happenings, or caused beyond the control of the party affected. Quantities so affected by such circumstances may be eliminated or postponed by Seller without liability but the rights and duties of each party shall otherwise remain unaffected.
8. Risk of loss of the goods sold hereunder shall pass at the point of delivery specified by Seller. Incoterms 1953 shall apply to export sales.
9. Seller reserves the right to select the mode of transportation and the carriers to the point of delivery. Buyer shall bear the cost of special transportation arrangements requested by him, including the cost of any demurrage incurred as a result of Buyer refusing or delaying acceptance of goods in transit beyond the delivery date indicated by Seller.
10. These conditions shall be subject to and shall be construed in accordance with the Laws of Ireland. The High Court of Dublin shall have exclusive jurisdiction over any controversy, which may arise hereunder, unless the parties agree otherwise in writing.

IMPORTANT NOTICE

Statements, technical information and recommendations by the Seller are based on tests believed to be reliable but they are not to be construed in any manner as warranties expressed or implied. The Buyer shall determine the suitability of the product for his intended use and the Buyer assumes all risk and liability whatsoever in connection therewith.