



STANDARD TERMS AND CONDITIONS OF SALE

1. Terms and Conditions: These terms and conditions form part of every proposal, quotation, offer or contract of sale made by Contax Production Automation Limited (hereinafter called the "Seller") to the purchaser or customer (hereinafter called the "Buyer") and shall not be varied without the express written agreement of the Seller. "Seller" herein includes Seller's agents or servants.

2. Prices: All orders are accepted at prices ruling. The Seller reserves the right to execute orders at prices ruling at the time of delivery. The Seller reserves the right to increase or decrease prices quoted should the currency exchange rate vary by more than plus/minus 1% at the time of hedging the foreign currency exposure. Any proposal/quotation/letter/offer is based on the exchange rate set out. Prices will be increased or decreased according to any increase/decrease in import duty, exchange surcharges, VAT, freight charges or manufacturers prices. The Seller reserves the right to amend prices to correct errors or omissions. Prices are sometimes quoted on an "ex works" basis and the Seller will on these consignments make a charge to cover the packaging, transportation's and insurance on the goods being supplied. All prices quoted are exclusive of VAT, which will be added at the prevailing rate.

3. Terms of Payment: The Buyer shall pay according to the pricing terms quoted. The Seller reserves the right to charge interest on overdue accounts at the rate of 2.5% per month. The Seller reserves the right to withhold or cancel deliveries and to revoke any credit extended to the Buyer for any failure to pay for goods when due under this or any other contract with the Seller and to make a service charge of 2.5% per calendar month on any moneys outstanding. The Buyer shall indemnify the Seller for any loss caused by reason of such withholding or cancellation of delivery.

4. Validity of Quotation: Quotation valid for 30 days from date given unless otherwise stated.

5. Minimum Order Value: There is a minimum order value applied as referenced on relevant quotations.

6. Delivery Dates: All delivery dates quoted are estimated, are not guaranteed and do not form a term of this contract. The Seller undertakes to make every endeavour to adhere to the delivery schedule but will not accept cancellation of contract for, or liability for, any direct or indirect losses which may arise from late delivery. Where an order calls for a number of items, the Seller reserves the right to despatch all or any number of items as and when available and the buyer shall pay all invoices in respect of such deliveries in accordance with the terms of payment set out above.

7. Damage or Loss in Transit: The Seller accepts no responsibility for damage or loss of goods in transit. Any such damage should be noted on the carriers paperwork and notified to the Seller within four days of receipt and the goods held for inspection to enable a claim to be made on the carrier. If the goods are lost or not received by the Buyer within six days of invoice the Seller should be immediately notified.

8. Reservation of Title: The Seller reserves title to the goods and the Buyer holds the goods delivered hereunder as bailee for the Seller until the Buyer has:

- (a) Paid the Seller in full for such goods, or
- (b) Resold such goods or articles containing such goods, whichever shall first occur.

As such Bailee the Buyer will store such goods, if unused, separately and so as to be identifiable as the property of the Seller and the Buyer will on request and at the Buyer's expense separate the goods from any machinery or other articles in which they may be incorporated and re-deliver them to the Seller.

If the buyer shall resell the goods or machinery or other articles incorporate such goods to a sub-buyer without having paid the Seller as aforesaid, the Buyer shall pay the proceeds of such resale to the extent that the Buyer has not so paid the Seller, into a separate account in the Seller's name in trust for the Seller and pending payment of such proceeds hold the right of enforcing such payment against the sub-buyer in trust for the Seller.

9. Representation, Conditions and Warranties: Save as expressly set out herein, the Seller shall not be liable for any representation made by or on behalf of the Seller and all conditions and warranties expressed or implied, statutory or otherwise are excluded.

10. Warranty and Liability of the Seller: The Seller shall make every reasonable effort to have repaired or replaced free of charge any goods which are, or become, defective through any fault in design, material or workmanship in the manufacture thereof provided that such defect occurs within the lesser of 12 months of the date of manufacture or 2,000 working hours and provided that the Buyer notifies the Seller of any such defect immediately it occurs. Save as aforesaid under no circumstances will the Seller be liable in contract or otherwise, for any loss, damage, expense or injury whatsoever, consequential or otherwise, arising out of or in connection with the supply, installation use or failure of, or defect in, the goods sold hereunder.

11. Spare Parts Warranty: All warranty items will be charged for in full and replaced items must be returned using the Sellers RMA procedure within 14 days of receiving the replacement in order to qualify for a full credit.

12. Spare Parts Delivery: Delivery of all items will be subject to delivery premiums Including Standard – Express – Urgent – Machine down. All deliveries will be via a courier chosen by the Seller. The Buyer may opt to collect items at their cost, or opt for an alternative carrier providing they state on their purchase order the requested form of carrier and acceptance of all liabilities arising from lost or damaged consignments.

13. Events beyond the Seller's Control: If the Seller shall be unable to comply with the terms of this contract by reason of: -

(a) War, mobilisation, riot, act of terrorism, civil commotion, strike, lockout or other industrial action or other circumstances beyond the Seller's control, or

(b) The fact that all or part of the goods ordered by the Buyer hereunder have become obsolete or unobtainable from the manufacturers for any reason whatsoever;

the Seller shall be entitled, on giving notice to the Buyer to such effect, to be discharged from further performance under this contract, without prejudice to the rights and obligations of the Seller and the Buyer existing up to the time of giving such notice.

14. Claims: Save as set out under the condition regarding Damage or Loss in Transit, claims of whatever nature in respect of any goods sold or to be sold hereunder must be made in writing within 30 days from receipt of such goods or, in the case of non-delivery, within 30 days from quoted delivery date. Failing such claim, the Seller shall not be liable to the Buyer in any circumstances.

15. Return of Goods: No goods may be returned without the Seller's written consent. Where goods are alleged to be defective or not in conformity with the manufacturer's published specification, full details must be given and credit (or replacements) will not be issued until the manufacturer has agreed defects. In no circumstances will goods that have been used, altered or soldered be considered for credit or replacement.

16. Restocking Charge: The Buyer will be liable for a restocking charge for spare parts as given at the time of return. Any returned items found to be used, defective or tampered with will not be credited. Any returns must be carried out within 10 working days. The Seller reserves the right to refuse the request for any item to be returned for credit. The cost of carriage of returns is with the Buyer. Proof of sending is not proof of delivery; we recommend use of a proper carrier.

17. Indemnity for the Buyer: The Buyer shall indemnify the Seller against any claim by any person or corporate body in respect of any loss injury or damage howsoever caused, arising out of, or in connection with the goods to be supplied hereunder after their receipt by the Buyer.

18. Telephone Orders: The Seller will accept orders provided the Buyer is able to supply an order reference, has an up to date account with the Seller. The Buyer should send within 24 hours of the Seller's acceptance of the telephone order, an order which states clearly "Confirmation of telephone order". The Seller's conditions of sale will apply to all telephone orders. If the order is duplicated as a result of failure to send such written confirmation, the Buyer will accept the duplicated consignment unless otherwise agreed with the Seller who may impose a cancellation charge.

19. Legal: This contract shall be governed by Irish law and any dispute arising out of it, or in connection with it, shall be justifiable in the Courts of Ireland.

20. Cancellation: Requests by a Buyer for cancellation of order will only be considered by the Seller if made in writing and shall be subject to the written acceptance of the Seller whereupon the Buyer shall indemnify the Seller against all loss, costs, damages charges and expenses arising out of the order and the cancellation thereof. If the Buyer cancels an order there will be a minimum 30% cancellation charge.



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