

General Terms & Conditions

1. General

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered or relied on by the above company (The Company) whether in negotiation or at any stage in the dealings between the buyer ("The Customer") and "The Company" with reference to the sale and supply of goods and services ("The Goods") to which this Contract ("The Contract") relates.

Without prejudice to the generality of the foregoing, the company will not be bound by any standard or printed terms furnished by the customer in any of its documents, unless the customer specially states, in writing, separately from such terms that it intends such terms to apply and the company acknowledges such notification in writing.

2. Order Acceptance

Unless otherwise expressly stated in writing, all quotations and estimates by the company are invitations to treat. The customer's order is an offer and will become binding upon the company posting its confirmation of the order. A confirmed order may only be cancelled or varied with the company's consent; the giving of the company's consent shall not in any way prejudice the company's right to recover full compensations for any loss of expense arising from such cancellation or variation.

3. Prices

- a) Tender prices exclude making good, excavations, civil or building works and provisions unless specially stated. Any items not specifically mentioned will be chargeable.
- b) Tender prices are NETT and have been made on the basis of our best interpretation of the information that is supplied.
- c) Additional charges will be made due to circumstances, additional requirements or materials which were not apparent during initial discussions
- d) The Company may adjust all prices to allow for increase in labour and/or material costs occurring after the standard 30 day expiry date of estimate or tender using such adjustment formulae or indices appropriate to the industry.
- e) All prices are subject to Value Added Tax if applicable at the rate ruling from time to time.
- f) All prices are calculated at the currency rate applicable on date of quotation and therefore may be subject to change.

4. Time & Place

- a) Dates of despatch or completion of work or parts of it stated by the company are given in good faith but no guarantee or warranty as to such dates is given or implied by the company and the company will accept no liability for any delay in despatch or completion howsoever caused or for any loss or damage arising or resulting therefrom.
- b) The company reserves the right to charge for site delays and additional journeys which are made necessary by incomplete or inaccurate site preparation or by other reasons beyond our control.
- c) Installation shall include all items as indicated in the quotation and unless otherwise indicated, shall exclude: excavation - building work - electrical supply - wiring runs.

5. Delays

- a) If for any reason the customer his servant or agent by his conduct renders the company's obligations hereunder impossible of performance or completion during the company's normal working hours where by any act or default on his part the company reserves the right to charge the customer in respect of any loss, damage, costs or charges which may be incurred by the company as a result of the customer's conduct.
- b) The specification and estimate are based on continuous and uninterrupted working and assume that where there are delays caused by the customer, their employee's agents or customers of other trades these may result in additional charges. The customer can minimise their liability by ensuring that any service to be provided by other trades are programmed properly.

6. Health & Safety

The customer shall use their best endeavours to ensure that the premises in which the company's employees or agents may have to work are safe and without risk for them. All known risks must be clearly identified and marked by the customer.

7. Payment

- a) Payment is due in accordance with our quotation and unless otherwise stated will be as follows: 25% of total quoted will be invoiced upon the company's acceptance of order, 50% of total will be invoiced upon the agreed delivery/installation date and the remaining 25% will be invoiced upon commissioning/completion. 30 days credit may be allowed upon suitable credit check.
- b) Where, through no fault of the company the customer is unable to take possession of the goods, the company reserves the right to invoice on the date the equipment became ready for despatch or the previously agreed delivery date or whichever is sooner, a sum equivalent to 75% of the total price.
- c) The company reserves the right to withdraw service support in the event of non-payment.
- d) All sums due from the customer under the contract shall be paid by the customer not later than 30 days from the invoice date (such date being hereinafter referred to as "the date due").
- e) If the customer shall have failed to pay all the sums payable hereunder on or before the due date then the company shall be entitled to charge interest at the rate per annum of 2% above the base rate from time to time of Bank of Ireland on all overdue payments such interest to accrue on a daily basis with effect from the date due and to be payable after as well as before judgement.

8. Right of substitution.

We reserve the right to substitute parts which are of similar quality and performance, provided that in our sole opinion such parts retain the same warranty and similar performance characteristics as the original part.

9. Title

- a) Until the title of the Goods passes and full payment has been received by the company for all goods whatsoever supplied and all services rendered at any time by the company to the customer:
- I. Property in the goods shall remain in the company.
 - II. The company shall have the authority to repossess, sell or otherwise deal with and/or dispose of any or all of the Goods.
 - III. The company, its agents and employees shall be entitled at any time and without the requirement to give notice, enter upon any property upon which the Goods or any part of them are stored or installed or upon which the company reasonably believes them to be stored or installed.
 - IV. Should the customer convert the goods (or any part of them) into a new product whether or not such conversion involves the admixture of any other goods or things whatsoever and in whatever proportions the conversion shall be effected by the customer solely as the agent for the company who shall retain the full legal and beneficial ownership of the new product.
 - V. The customer shall store the goods and the products separately and in such a way that they can be readily identified as being the property of the company.
 - VI. Subject to (VI, VII and VIII) below the customer shall be at liberty to sell the goods and the new products referred to in (II) above and in the ordinary course of business on the basis that the proceeds of sale shall belong to the company to whom the customer shall account on demand provided that the customer shall have no authority to enter into any contract of sales accordingly be concluded in the name of the customer.
 - VII. The company may at any time revoke the customer's power of sale by notice to the customer if the customer is in default for longer than seven days in the payment of any sum whatsoever due to the company (whether respect of the goods or any reason whatsoever) or if any Electronic Transfer, Bill of Exchange cheque or other negotiable instrument drawn or accepted by the customer in favour of the company is dishonoured on presentation for payment or if the company has bona fide doubts as to the solvency of the customer.
 - VIII. The customer's power of sale shall automatically cease if a receiver is appointed over any of the assets or undertaking of the customer or a winding up order is made against the customer or the customer goes into voluntary liquidation or examine should (otherwise than for the reconstruction or amalgamation) or calls a meeting or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 - IX. Upon determination of the customer's power of sale under (v) and (vi) above, the customer shall place the goods and the new products at the disposal of the company who shall be entitled to enter upon any premises of the customer for the purpose of removing such goods and new products from the premises (including severance from the reality where necessary).
- b) Where payment is made by means of Electronic Funds Transfer, a Bill of Exchange cheque or other negotiable instrument, the company shall be deemed not to have received payment for the purpose of sub-clause (II) until the Electronic Funds Transfer, Bill of Exchange or instrument has been honoured on presentation of payment notwithstanding that the company may have negotiated it and received value therefor.

10. Risk & Insurance

- a) All goods shall be at the risk of the customer from the time of the delivery to the customer his servant agent or other representative at the point of delivery applied overleaf.
- b) From the time that risk in the goods passes to the customer, the customer shall keep the goods fully and comprehensively insured and a record of the company's interest in the goods shall be endorsed on all policies of insurance until the company receives payment in full for the sale and supply of the goods.
- c) All payments received by the customer from the insurance in the event of the goods being damaged shall first be applied towards payments of any outstanding sums due to the company under the contract.
- d) The company offers a Maintenance Contract with every product supplied and the company takes no responsibility for any defects or malfunctioning of any of its products which, in the opinion of the company are attributable to the maintenance or repair or interference with same by any other party.
- e) Notwithstanding any condition contained in the contract in no circumstances shall the company be liable in contract, tort (including negligence or breach of any statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, (ii) for any loss of profit, business, contracts, revenues or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.

11. Cancellation & Force Majeure

- a) If the customer cancels an order then he shall pay to the company a 10% cancellation fee or a sum equivalent to all the costs, fees and expenses of restocking incurred in meeting the order (whichever is greater). This sum will include any external costs incurred by the company such as back to back cancellation fees.
- b) Neither party shall be liable to the other by reason of its failure if due to or results from breakdown of plant or apparatus, fire, explosion, strike, lock-out or any other event caused beyond its control.

12. Law

The contract shall be deemed to have been made in the Republic of Ireland and the parties to contract hereby submit to the jurisdiction of the Irish law shall be the proper law of the contract.

13. Loss

The company shall not be responsible for any consequential loss regardless of how such losses were incurred.

14. Support Requests

- a) Unless covered by warranty or maintenance contract specific terms, requests for site visits or support calls are treated as events which are chargeable at our standard rates. We require written confirmation by email or other means before we can attend site. Should a PO be required this will be provided to us without unreasonable delay following the call out. In the case of Remote Diagnostics suitable and unencumbered internet access must be provided at the customer cost and risk. Requests for call outs or remote diagnostics are completed with the full and comprehensive permission of the customer. We cannot accept responsibility for delays caused by providing a written instruction to attend site, or by connectivity errors or otherwise.
- b) All repairs are "Break-Fix". This allows repairs to existing system configuration and does not include system changes.