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TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these conditions:

- 1.1 "the Company" means Burgess Galvin & Co Ltd registered in Ireland under number 297018.
- 1.2 "Buyer" means any persons, firms, companies or authorities who shall order or buy the Goods.
- 1.3 "Goods" means the Goods, products or materials supplied or sold by the Company to the Buyer.
- 1.4 "Order" means an order placed for the Goods
- 1.5 In this document:-
 - 1.5.1 The headings are for convenience only and shall not affect the interpretation of this document;
 - 1.5.2 The use of the plural shall include the singular and the use of the singular shall include the plural.

2. APPLICABILITY OF TERMS

- 2.1 All Orders accepted by the Company shall incorporate these terms and conditions.
- 2.2 No variation, modification or substitution of these terms and conditions (even if included in or referred to in the document placing the Order) shall be binding on the Company.

3. PRICES, PUBLICATIONS & REPRESENTATIONS

- 3.1 The Company reserves the right to vary the price quoted for Goods in order to conform to the Company's price of such Goods ruling at the date of despatch or to take into account any increase in wages, salaries or costs of materials between the date of the Order and the date of delivery.
- 3.2 Information regarding any data generally relating to the Company's products contained in any document submitted to the Buyer for use by the Buyer or the Buyer's customer must be regarded as only approximate and intended to present a general description only. The Company accepts no liability whatsoever for any error or omission therein.
- 3.3 Where the Company provides specifications, advises on or approves the use of any of its products then such service advice or approval is given without responsibility and subject to the condition that the Company shall be under no liability of any kind in connection therewith.

4. RESERVATION OF TITLE

- 4.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery.
- 4.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, title to the Goods shall only pass to the Buyer when the Company has received payment in full for the Goods.
- 4.3 Until such time as the title to the Goods passes to the Buyer (and provided the Goods are still in separate identifiable existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 4.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods over which the Company still retains title, but if the Buyer does so, all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

5. PAYMENT

- 5.1 Unless otherwise agreed in writing payment for Goods shall be made not later than the month following the month that the Buyer is notified that Goods are ready for despatch.
- 5.2 Notwithstanding the provisions of Clause 5.1 the Company reserves the right to require payment in full for the Goods on or before the time of delivery or otherwise to change any credit facility from time to time given by the Company.
- 5.3 If the Buyer disputes any invoice or other request for payment, the Buyer shall immediately notify the Company in writing giving its reasons why. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Company shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment.
- 5.4 In the event that any invoice is overdue the Company reserves the right in its absolute discretion to cancel any existing contracts or to suspend delivery of further Goods until the outstanding invoice[s] are settled.

6. DELIVERY

- 6.1 Any periods or dates quoted for delivery (which shall be made at the Company's works unless otherwise agreed in writing) are to be agreed as approximate only and the Company accepts no liability for any loss, injury, damage or expense consequent upon delay of delivery of Goods.
- 6.2 Delay due to circumstances outside the control of the Company shall not entitle the Buyer to cancel any Order or to refuse to accept delivery notwithstanding that the title in the Goods may not have passed.
- 6.3 Should the Company be prevented from making delivery owing to any cause whatsoever beyond the Company's control the Company shall be at liberty to cancel or suspend the Order without incurring any loss or be liable for loss or damages resulting thereof.

7. WARRANTY & LIABILITY

- 7.1 The Company shall not be liable in respect of any claim made against them for the infringement of any letters patent or registered designs which may arise as a result of the Company carrying out instructions given by the

Buyer and the Buyer hereby agrees to indemnify and keep indemnified the Company from and against all or any such claim and against all costs damages and demands arising in respect of any such claim.

- 7.2 The Company hereby warrants that in the manufacture of its Goods only sound workmanship and materials are employed and that all Goods supplied are free from defect in materials and workmanship. Provided always that the Company's liability be limited as follows:
- 7.2.1 If the Buyer shall within two weeks after delivery of the Goods give written notice to the Company of any alleged defect and shall forthwith return the Goods in question carriage-paid to the Company's works, the Company will (if satisfied upon examination of the Goods that they are defective) without charge to the Buyer replace such Goods or such parts thereof as in the opinion of the Company may be necessary.
- 7.2.2 The Company's obligations to replace such Goods or any part or parts thereof is conditional on the Buyer having complied with all instructions given by the Company concerning the manner in which such Goods should be stored, applied and used.
- 7.2.3 Subject as aforesaid, all conditions and warranties whatsoever whether arising at common law or by statute are expressly excluded and the Company shall not in any circumstances be liable to the Buyer in respect of consequential loss or damage or injury howsoever arising.
- 7.3 No claim for damage in transit or shortage in delivery will be entertained in cases where the Company has agreed to deliver the Goods to the Buyer unless a detailed and complete claim in writing is submitted to the Company within seven days of delivery.
- 7.4 In the event of loss or destruction of the Goods in transit, advice of non-delivery must be submitted in writing to the Company within seven days of the date of the consignment as advised by the Company to the Buyer.
- 7.5 Subject to the acceptance of claims made as aforesaid the Company will replace free of charge Goods lost or damaged in transit but shall be under no further liability to the Buyer in respect thereof.

8. PROPER LAW

- 8.1 Any contract to which these conditions apply shall be construed and take effect in accordance with the laws of the Republic of Ireland.