

# Terms & Conditions

## General

In these terms and conditions (the Conditions) the Seller means Anchor Bay Construction Accessories Ire. Ltd. and the Buyer means the purchaser of the goods. The Goods mean the products of the Seller.

## Quotations and Orders

1. All quotations, acceptances, undertakings or transactions are subject to these Conditions and any additional or different terms proposed by the Buyer shall not amend or modify these Conditions and shall, to the extent that they purport to so amend or modify these Conditions, be of no effect. The Buyer will be deemed to have agreed to and accepted these Conditions upon the placing of any order for Goods.
2. These Conditions constitute the entire agreement between the Seller and the Buyer. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in these Conditions.
3. An order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. No order in pursuance of any quotation or otherwise shall be binding on the Seller unless and until such order is accepted by the Seller. The Buyer is responsible for ensuring that the terms of any order are complete and accurate.
4. All prices quoted are exclusive of Value Added Tax where applicable.

## Price

5. The Seller reserves the right to vary its prices without notice for any reason whatsoever and unless otherwise agreed in writing, prices shall be those ruling at the date when the Goods are supplied to the Buyer.

## Delivery

6. Delivery shall be within a time period agreed between the parties and the Seller shall use reasonable endeavours to ensure that delivery takes place within the period agreed. Failure by the Seller to deliver the Goods within the agreed time period shall not amount to a breach of this contract by the Seller and the Buyer shall not be entitled to damages or other compensation or to cancel this contract by reason of such failure.
7. The Seller reserves the right to deliver in instalments. Each part delivery shall be deemed to constitute a separate contract, the fulfilment or non-fulfilment of which shall not affect any other part of the contract or the contract as a whole. The Seller reserves the right to charge a delivery fee, where a cost has been incurred.
8. Where any order involves more than one delivery and default is made on payment on the due date (either under this contract or any other contract made between the Seller and the Buyer) the Seller shall have the right to suspend all further deliveries until payment is made or to terminate the contract without prejudice to any existing claim.
9. The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods by the Seller being prevented, hindered or delayed by reason of any circumstances whatsoever which are outside the control of the Seller.
10. Once delivery has been accepted the Buyer shall not be entitled to withhold or postpone payment of all or any portion of the price agreed thereafter.

## Complaints / Claims

11. Notice of claims for damage to goods or shortages must be given in writing to the Seller within 3 days of date of collection or delivery.
12. The Seller shall not be liable for any shortage in quantity delivered nor for any defect in the quality, nature or condition of the Goods nor for non-compliance with any specifications unless a claim in writing shall have been received by the Seller from the Buyer within three days of delivery of the Goods.
13. In the event of such a claim, and upon receipt of the aforementioned notice within the time specified, the Seller shall, if possible, make good the said shortage, and or as appropriate, replace, without admission of liability, any Goods found to be defective. In the event that it is not reasonably possible either to make good the said shortage, or replace the said Goods, the Seller may elect to give credit to the Buyer in respect of such shortage or replacement.
14. The Seller reserves the right to refuse a return of Goods where there is no defect in the nature, quality or condition of the Goods. Goods may be returned by prior arrangement only and are accepted for credit at the sole discretion of the Seller. A 25% handling charge shall apply on all Goods accepted by the Seller as returned for credit.
15. Where the Buyer is buying the Goods in the course of a business, the Seller gives no warranty as to the quality or fitness for any particular purpose of the Goods and the terms implied by sections 13, 14 and 15 of the Sale of Goods Acts 1893 and 1980 are, to the fullest extent permitted by law, excluded from these Conditions.
16. In no circumstances whatsoever shall the Seller's liability to the Buyer arising out of or in connection with this contract or the Goods supplied exceed the invoice price of any particular item in regard to which a claim is made.
17. Notice of claims in relation to errors in pricing or discount must be given in writing within 30 days of date of invoice.
18. These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

## Retention of Title

19. All Goods supplied to the Buyer, notwithstanding delivery and the passing of risk, shall remain the property of the Seller until such time as all monies due to the Seller, whether in relation to the specific goods or otherwise, have been discharged in full. Until title to the Goods has passed to the Buyer, the Buyer shall store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property and shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery. Furthermore and in the event that the Buyer has not discharged all sums due to the Seller, the Seller reserves the right to repossess any Goods supplied in respect of which payment has not been made and thereafter to sell on these Goods. The Buyer hereby grants an irrevocable right and licence to the Seller, its representatives or agents to enter upon all and any of its premises to recover such Goods. This clause shall be binding on the Buyer, its staff, agents and any receiver, liquidator or examiner or such other person as may be appointed by the Courts.

## Payment

20. The Buyer shall effect payment to the Seller for all Goods supplied on or before the due date, as agreed with the Seller.
21. The Seller reserves the right to recover all and any charges incurred by it in collecting overdue monies including debt collectors' fees, solicitors' fees and/or Court costs.

## Severance

22. If any provision or part-provision of these Conditions are or become invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity or enforceability of the rest of these Conditions.

## Variation

23. No variation of these Conditions, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and agreed in writing by the Seller.

## Governing Law and Jurisdiction

24. These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of Ireland. Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or their subject matter or formation.