

STANDARD CONDITIONS  
FOR THE SALE OF GOODS

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1. Application

The Buyer hereby orders and accepts that it will supply the Goods in accordance with the Specification which shall govern the Contract. Any reference overleaf to the Contract shall be solely for the purpose of identifying the Goods to be supplied and no terms and conditions other than those set out in the Contract shall apply.

By accepting the purchase order, agrees to be bound by these conditions in and subject to these conditions and any other terms and conditions. Any reference overleaf to the Contract, Specification, price list or like document shall be solely for the purpose of identifying the Goods to be supplied and no terms and conditions other than those set out in the Contract shall apply.

2. Interpretation

2.1 In these Conditions

"Business Day" means

Saturday, Sunday or bank holiday;

"the Buyer" means the company registered in the Court of the Republic of Ireland whose registered office is at

>> a company registered in << >> whose registered office is at << Company Number >> whose registered office is at << Company Address >>;

"these Conditions" means the conditions of purchase set out in this Order (including any conditions and conditions agreed in writing between the Buyer and the Seller);

the conditions of purchase set out in this Order (including any conditions and conditions agreed in writing between the Buyer and the Seller);

"the Contract" means the contract of sale and purchase of the Goods consisting of the Order and the Seller's acceptance of the Order in accordance with these Conditions;

the contract of sale and purchase of the Goods consisting of the Order and the Seller's acceptance of the Order in accordance with these Conditions;

"the Delivery Address" means the address to which the Seller is to deliver the Goods in accordance with the Order for delivery of the Goods;

the address to which the Seller is to deliver the Goods in accordance with the Order for delivery of the Goods;

"the Goods" means the goods or any part of the goods ordered under the Order;

any instalment of the goods or any part of the goods ordered under the Order;

"the Order" means the order to which these Conditions apply and any amendments to it;

the order to which these Conditions apply and any amendments to it;

"the Price" means the price payable by the Buyer to the Seller for the Goods;

;

"the Seller" means the company registered in the Court of the Republic of Ireland whose registered office is at

ed in the Order;

"Specification" includes any specification, data or other information relating to the Goods;

data or other information relating to the Goods;

"Writing" includes any document, electronic mail and any other form of communication.

mission, electronic mail and any other form of communication.

2.2 Any reference in these Conditions to a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended.

the statute or a provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended.

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2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**3. Basis of Purchase**

3.1 The Order constitutes the Buyer's agreement to purchase the Goods subject to these Conditions.

3.2 The Supplier shall not be bound by an Order placed by the Buyer and a binding contract for the supply of the Goods, subject to these conditions, shall exist by whichever is the earlier of:

3.2.1 the Supplier receiving the Order, in writing or orally, subject to these conditions; or

3.2.2 Delivery of the Goods to the Buyer.

3.3 Any typographical or clerical error or omission in the Order placed by the Buyer shall be corrected by the Seller, provided the Seller is notified of such error or omission in writing by the Buyer within seven days of the date of the Order. The Goods shall be subject to correction without any liability on the part of the Seller.

3.4 No variation to the terms of the Order shall be made unless agreed in writing between the Buyer and the Seller.

**4. Specification**

4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as set out in the Order and/or in any applicable Specification supplied by the Buyer or agreed in writing by the Seller.

4.2 Any Specification supplied by the Seller for the Goods, including any copyright, design or other intellectual property rights in the Specification, shall remain the property of the Seller. The Seller shall not disclose to any third party any Specification except to the extent required for the purpose of the Goods, and notwithstanding that it is or becomes a trade secret or confidential information, through no fault of the Seller, or as a result of the Seller's negligence.

4.3 The Goods shall be delivered to the Buyer in accordance with the Buyer's instructions and any applicable regulations, and properly packed and secured so as to remain in an undamaged condition in the ordinary course.

4.4 The Seller shall not be required to take any steps necessary to inspect or test the Goods during manufacture, production or processing on the premises of the Seller or any third party prior to despatch to the Buyer, unless required by the Buyer.

4.5 If as a result of inspection the Buyer is not satisfied that the goods will comply in all respects with the Specification, and the Buyer so informs the Seller within seven days of the date of delivery, the Seller shall take such steps as are necessary to rectify the defect.

4.6 The Seller shall comply with any applicable regulations or other legal requirements relating to the Goods.

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requirements concerning the Goods.

packaging, packing and delivery of

**5. Price**

5.1 The Price of the Goods in the Order and, unless otherwise stated, shall be:-

5.1.1 exclusive of Value Added Tax (which shall be payable by the Buyer separately on invoices); and

5.1.2 inclusive of insurance and duties, import duties, imposts and other charges payable by the Buyer.

freight, packing, shipping, carriage, and other charges to the Delivery Address and any Value Added Tax.

5.2 No increase in the Price (whether on account of increased cost of material, labour or otherwise) without the prior written consent of the Buyer.

5.3 The Buyer shall be entitled to a discount for prompt payment, bulk purchase or volume of purchase shown on its own terms.

**6. Payment**

6.1 The Seller shall be obliged to deliver the Goods, as the Order, as the Order.

on or at any time after delivery of the Goods, as the Order, as the Order. Each invoice shall quote the number of the Order.

6.2 Unless otherwise specified, the Buyer shall pay the Price of the Goods within << >> days of receipt by the Buyer of a proper invoice or receipt of the Goods in question by the Buyer, but time for payment shall be of the essence of the contract.

6.3 The Buyer shall be liable to pay to the Seller, at the Price any sums owed to the Seller by the Buyer.

**7. Delivery**

7.1 The Goods shall be delivered to the Buyer's Delivery Address on the date or within the period stated in the Order during the Buyer's usual business hours.

7.2 Where it is agreed in writing, the time of delivery of the Goods is to be as specified by the Seller in the Order, the Seller shall give the Buyer reasonable notice of the specified date.

7.3 The time of delivery shall be of the essence of the Contract.

7.4 A packing note clearly identifying the Goods of the Order must accompany each delivery or consignment.

7.5 If the goods are to be delivered in lots, the Contract will be treated as if it were a single contract and the time of delivery shall be the time of delivery of the last lot.

7.6 The Buyer shall be deemed to have accepted any Goods delivered which are not in accordance with the Order at the time of delivery of the Goods until the Buyer has had a reasonable opportunity to inspect them following delivery.

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delivery.

- 7.7 The Seller shall supply the Goods in accordance with any instructions or other information to enable the Buyer to receive the Goods.
- 7.8 The Buyer shall not be responsible for providing any packaging or packing materials for the Goods unless otherwise agreed. The Goods are accepted by the Buyer.
- 7.9 The Seller acknowledges that it is in a legitimate commercial interest in the Goods being sold and that the Buyer should have an appropriate remedy in the event the Goods are not delivered on the agreed time. Accordingly, if the Goods are not delivered on the agreed time, to the prejudice to any other remedy, the Buyer shall be entitled to claim from the Seller the Price or (if the Buyer has agreed to pay any part of the Price) the amount of the Price or (if the Buyer has agreed to pay any part of the Price) the amount of the Price less the amount of the Price paid by the Buyer (or if the Buyer has agreed to pay any part of the Price) the amount of the Price less the amount of the Price paid by the Buyer) to claim from the Seller by way of liquidated damages of <> per cent of the Price for every day of delay, up to a maximum of <> per cent of the price, without prejudice to claim a further delay in delivery once that maximum amount of <> per cent has been reached.
- 7.10 The Buyer shall not be responsible for accepting the Goods until it has had <> days to inspect the Goods or collection as the case may be. The Buyer shall be deemed to have accepted the Goods as though they had not been accepted if a latent defect in the Goods has become apparent.

8. **Quality**

- 8.1 Where the Seller warrants the quality of the Goods, the Seller shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
- 8.2 The Seller warrants that the Goods will conform to the provisions of these conditions upon delivery [, and the Goods shall:
  - 8.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
  - 8.2.2 be reasonably fit for the purpose for which the Goods are being bought;
  - 8.2.3 be reasonably fit for the purpose for which the Goods are known that purpose to the Seller in writing and that the Seller has written in writing that it is reasonable for the Buyer to rely on the Seller's statement of the Seller.
- 8.3 The Seller shall not be liable for breach of any of the warranties in condition 8.2 unless:
  - 8.3.1 the Buyer gives notice of the defect to the Seller, and, if the defect is ascertained after the Goods have been delivered, the notice is given in writing to the Seller, within <> days of the date of delivery; and
  - 8.3.2 the Seller is given a reasonable opportunity after receiving the notice of defect to inspect the Goods (if asked to do so by the Seller) and to return the Goods to the Seller's place of business at the Seller's cost.
- 8.4 The Company shall not be liable for breach of each of any of the warranties in condition 8.2 if:

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8.4.1 the Buyer must give notice of such Goods after giving such notice; or

8.4.2 the defect arises from the Seller's failed to follow the Seller's oral or written instructions, installation, commissioning, use or maintenance (where applicable) (where there are none) good trade practice.

8.5 Subject to conditions of sale, if any of the Goods do not conform with any of the warranties, the Seller shall at its option repair or replace such Goods or refund the price of such Goods at the pro rata Contract price. If the Seller so requests, the Buyer shall, at the Seller's expense, return such Goods or the part of such Goods which is defective to the Seller.

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9. Risk and Property

9.1 Risk of damage to the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

9.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been made prior to delivery, when it shall pass to the Buyer when it has been made and the Goods have been appropriated to the Buyer.

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10. Assignment

10.1 The Buyer may assign any part of it to any person, firm or company.

10.2 The Seller shall not assign the Contract or any part of it without the prior written consent of the Buyer.

10.3 [The Buyer is a member of the << Holding Company Group. Any act or omission of any such other member of the << Holding Company Group shall be deemed to be an act or omission of the Buyer.]

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11. Warranty

11.1 The Seller warrants that the Goods:-

11.1.1 will, both at the time of delivery and for a reasonable period of time thereafter, be free from defects in design, quality, material and workmanship which would render the Goods unsuitable for the purposes specified in the Specification or sample; and

11.1.2 will be free from defects in material and workmanship;

11.1.3 will correspond to the Specification or sample; and

11.1.4 will comply with all applicable laws, regulations, orders, decrees, ordinances, notices and regulations relating to the sale of the Goods.

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12. **Indemnity**

- 12.1 The Seller shall indemnify the Buyer against all liability, loss, damages, costs and expenses (including reasonable legal fees) awarded against or incurred or paid by the Buyer and the Seller in connection with:-
  - 12.1.1 breach of any contract entered into by the Seller in relation to the Goods;
  - 12.1.2 any claim that the Seller or its subcontractors or that their importation, use or resale, infringement of any patent, copyright, trade mark or other intellectual property right or other legal right, except to the extent that the claim is specifically excluded in the specification supplied by the Buyer;
  - 12.1.3 any act or omission of the Seller or its employees, agents or subcontractors in connection with installing the Goods.
  - 12.1.4 all claims by the Buyer (and their sub-buyers) arising out of any breach of the Seller's obligations under the Seller of this contract for sale.

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13. **Remedies**

- 13.1 Without prejudice to any other remedy which the Buyer may have, if any Goods are not delivered in accordance with, or the Seller fails to comply with, any of the terms of the Contract, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not the Seller is in breach of the Contract by the Buyer:
  - 13.1.1 to rescind the Contract and return the Goods to the Seller;
  - 13.1.2 to reject the Goods (with or without the risk and expense of carriage of the Goods so returned) and return them to the Seller at the Seller's expense on the basis that a full refund for the Goods shall be made to the Buyer by the Seller;
  - 13.1.3 at the Buyer's expense either to require the Seller to supply replacement Goods or to require the Seller to carry out other necessary work to ensure that the Goods conform to the Contract; or
  - 13.1.4 to refuse to accept the Goods but without any liability to the Seller;
  - 13.1.5 to carry out any work necessary to make the Goods conform to the Contract;
  - 13.1.6 to claim such damages as may have been sustained in consequence of the Seller's breach of the Contract.

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14. **Termination**

- 14.1 The Buyer shall be entitled to terminate the Contract in respect of all or part only of the Goods by giving notice to the Seller at any time prior to the Seller's delivery or performance. The Buyer's sole liability shall be to pay to the Seller the amount of the net saving which the Seller has realized in respect of which the Buyer has exercised its right of termination, less the Buyer's reasonable estimate of the Seller's net saving of costs in consequence of the termination.
- 14.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller if:-
  - 14.2.1 the Seller is insolvent (within the meaning of the Insolvency Act 1986) or (being an individual or firm)

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becomes bankrupt or is subject to an administrative liquidation (other than for the purpose of a reorganisation); or

company) becomes subject to an administrative liquidation (other than for the purpose of a reorganisation); or

14.2.2 an encumbrance is placed on the property of the Seller;

or a receiver is appointed, of any kind, over the assets of the Seller; or

14.2.3 the Seller ceases to carry on business;

or, in the event of a liquidation, the Seller is required to cease, to carry on business; or

14.2.4 the Buyer receives notice that any of the events mentioned above is about to occur and notifies the Seller accordingly.

that any of the events mentioned above is about to occur and notifies the Seller accordingly.

15. **Force Majeure**

15.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by an event beyond its control including but not limited to a strike, emergency, flood, earthquake, strike or lockout (subject to clause 15.2) the party in breach of its obligations shall immediately give notice of this event to the other party and must take all reasonable steps to resume performance as soon as possible.

from fulfilling its obligations under this Agreement by an event beyond its control including but not limited to a strike, emergency, flood, earthquake, strike or lockout (subject to clause 15.2) the party in breach of its obligations shall immediately give notice of this event to the other party and must take all reasonable steps to resume performance as soon as possible.

15.2 Sub-clause 15.1 shall not apply to strikes and lockouts where the party in breach is not incapacitated.

Sub-clause 15.1 shall not apply to strikes and lockouts where the party in breach is not incapacitated.

15.3 Each party shall be liable for its own damages for any breach of this Agreement and all costs incurred by that party in enforcing its rights under this Agreement.

Each party shall be liable for its own damages for any breach of this Agreement and all costs incurred by that party in enforcing its rights under this Agreement.

15.4 If and when the period of Force Majeure exceeds << 6 >> months then this Agreement shall terminate unless the parties first agree otherwise in writing.

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16. **Communications**

16.1 All communications under the Contract shall be in writing and delivered by hand or by electronic mail:

All communications under the Contract shall be in writing and delivered by hand or by electronic mail:

16.1.1 (in the case of the Seller) to its registered office or such other address as may be notified to the Buyer by the Seller; or

(in the case of the Seller) to its registered office or such other address as may be notified to the Buyer by the Seller; or

16.1.2 (in the case of the Buyer) to the registered office of the Buyer or (in any other case) to any other address of the Buyer which forms part of the Contract or such other address as may be notified to the Seller by the Buyer.

(in the case of the Buyer) to the registered office of the Buyer or (in any other case) to any other address of the Buyer which forms part of the Contract or such other address as may be notified to the Seller by the Buyer.

16.2 Communications shall be deemed to have been received:

Communications shall be deemed to have been received:

16.2.1 if sent by post, two Business Days after posting (exclusive of the day of posting); or

if sent by post, two Business Days after posting (exclusive of the day of posting); or

16.2.2 if delivered by hand, on the day of delivery; or

if delivered by hand, on the day of delivery; or

16.2.3 if sent by fax, on the Business Day prior to 4.00 pm, at the time of transmission or, if not received, on the next Business Day.

if sent by fax, on the Business Day prior to 4.00 pm, at the time of transmission or, if not received, on the next Business Day.

16.3 Communications addressed to << Name of person >>

shall be marked for the attention of << Name of person >>

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16.4 Any notice required by these Conditions shall be given to the other party at its registered office or such other address as may be specified in writing at the relevant time or such other address as may be specified in writing giving the notice.

by either party to the other under these Conditions shall be deemed to have been received by that other party at its registered office or such other address as may be specified in writing pursuant to this provision to the party to whom it is addressed.

**17. Waiver**

No waiver by the Buyer of any breach of these Conditions shall be considered as a waiver of any other breach of these Conditions.

A waiver of any breach of this Contract by the Seller shall be deemed to be a waiver of the same or any other provision of these Conditions.

**18. Severance**

If any provisions of these Conditions are held to be invalid or unenforceable in whole or in part, the remaining provisions of these Conditions and the remainder of the Contract shall nevertheless remain in force and effect.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the remaining provisions of these Conditions and the remainder of the Contract in question shall not be affected.

**19. Third Party Rights**

A person who is not a party to these Conditions shall have no rights under this Contract.

A person who is not a party to these Conditions shall have no rights under this Contract (as modified by the Contracts (Rights of Third Parties) Act 1999).

**20. Governing Law and Jurisdiction**

The Contract shall be governed by the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

The Contract shall be governed by the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

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