

Comeragh Controls Ltd. Terms and Conditions of Sale

1. GENERAL

- 1.1 Any contract for the sales of goods or services made by Comeragh Controls Ltd. shall incorporate these conditions to the exclusion of any other terms and conditions in any order-form or other communications used by the buyer in concluding such contract with Comeragh Controls Ltd. No amendment or addition to these conditions shall form part of any contract unless made or agreed by Comeragh Controls Ltd. in writing.
- 1.2 A quotation does not constitute an offer of sale and is not legally binding on Comeragh Controls Ltd.
- 1.3 All technical information, pictures, drawings, catalogues, advertisements, lists and other particulars relating to goods to be sold and the data contained in them, are given as accurately as possible but are not to be treated as binding or as forming part of any contract with the buyer unless specifically agreed in writing by Comeragh Controls Ltd.
- 1.4 Orders, after acceptance, may not be cancelled in whole or in part or varied in any manner whatsoever, unless prior notice of such cancellation or variation shall have been given within a reasonable time after the initial order.
- 1.5 Orders shall be accepted for delivery as and when the required goods can be made available to us. We shall be entitled to execute orders in part from time to time, and payments for each part of an order so executed shall become due upon collection unless otherwise agreed in writing.
- 1.6 Unless a definite price had been expressly confirmed for the execution of an order, our list ruling at the date of delivery shall apply.

2. CONDITIONS OF DELIVERY

- 2.1 The method of packaging the goods to be supplied shall be entirely at the discretion of Comeragh Controls Ltd
- 2.2 The buyer authorises Comeragh Controls Ltd. to select the carrier and the method of carriage on its behalf. Comeragh Controls Ltd. shall not be responsible to the buyer for any loss or damage, which the buyer may suffer as a consequence.
- 2.3 The goods remain the seller's risk until delivery to the buyer at the agreed delivery point, whereupon it is the buyer's responsibility to keep the goods insured.
- 2.4 All risk in and to the goods shall pass to the buyer upon delivery thereof.
- 2.5 Whilst we shall make every endeavor to deliver the goods promptly of within the time indicated by us, we shall not be liable for any loss of profit of any damages direct or indirect, consequential or otherwise, sustained by the buyer as a result of non-delivery or late delivery due to any cause whatsoever.
- 2.6 The buyer shall not be entitled to return any goods to us without our express consent. No claim in respect of shortages or damage to the goods sold shall be entertained unless made in writing and received by us within three (5) days from date of delivery of goods. We shall entertain no claim regarding quality of the goods unless made in writing and delivered to us within twenty-eight (28) days from date of delivery of the goods. In the event of material defects or shortages in the goods proved to our satisfaction, and upon being properly notified, we shall at our option:
 - (a) Either provide the manufacturer's warranty cover; or
 - (b) exchange the goods for similar goods; or
 - (c) take back such goods and credit the buyer's account.

3 RETENTION OF TITLE

- 3.1 The property in these goods shall not pass to the Buyer and the Buyer shall keep these goods as bailee and trustee for Comeragh Controls Ltd. returning same upon request until the price of these goods shall have been wholly paid.
- 3.2 The buyer may re-sell the goods before payment to Comeragh Controls Ltd. in which case title to the goods shall pass to the buyer's customer upon such resale. If the buyer shall re-sell out the goods, he shall do so as principal but the proceeds of resale (or claim thereto) shall be paid into a separate bank account and be held on trust for Comeragh Controls Ltd. until all sums owing to Comeragh Controls Ltd. have been paid in full.
- 3.3 If the buyer fails to make any payment to Comeragh Controls Ltd. when due, becomes bankrupt, enters or is put into liquidation, makes any compositions with its creditors, have a receiver or manager appointed over any of its assets or business or become insolvent, or if Comeragh Controls Ltd. has reasonable cause to believe that any of these events is likely to occur, Comeragh Controls Ltd. reserves to right, without prejudice to any other rights or remedies, to;
 - 3.3.1 enter without prior notice any premises where goods owned by it may be, and to repossess and dispose of any such goods so as to discharge any sums owed to Comeragh Controls Ltd.
 - 3.3.2 require the buyer not to resell or part with possession of any goods owned by Comeragh Controls Ltd. until the buyer has paid in full all sums due to Comeragh Controls Ltd.
 - 3.3.3 withhold delivery of any undelivered goods, stop any goods in transit and require payment in advance of further deliveries of goods ordered.
- 3.4 Nothing in this condition gives the buyer any right to return any goods supplied notwithstanding that they are still Comeragh Controls Ltd property.

4. CONDITIONS OF PAYMENT

- 4.1 Prices are net of VAT @ 21% and any other taxes and duties due in respect of the goods which are for the buyer's account.
- 4.2 Accounts with overdue balances will be placed on credit hold. This means that no further goods will be shipped and all support and repair warranty services withdrawn until the account is brought into order. Credit facilities may be withdrawn without prior notice at the sole discretion of Comeragh Controls Ltd.
- 4.3 Unless an alternative currency and method of payment is agreed in writing by Comeragh Controls Ltd. payment shall be made in Euros upon collection of the goods. Payment shall not be treated as having been received until the amount in question has been irrevocably credited to Comeragh Controls Ltd. bank account.

5. WARRANTY

- 5.1 All Comeragh Controls Ltd. products come with 12 months part guarantee.
- 5.2 Any component found to be faulty should be returned to our manufacturing plant for analysis and will be subsequently repaired or replaced.
- 5.3 All conditions, warranties and statements in respect of the goods whether expressed or implied by statute, custom of the trade or otherwise (including but without limitation any such condition, warranty or statement as to the quality of goods of their fitness for any particular purpose) are hereby excluded unless agreed to in writing by Comeragh Controls Ltd.
- 5.4 Goods carry only the warranty of the manufacturer and the buyer is entitled to the benefit thereof
- 5.5 In no circumstances shall Comeragh Controls Ltd liability to the buyer for any breach or warranty exceed the price paid for the goods with respect to which the claim is made.
- 5.6 There are no warranties, express or implied, of merchantability or of fitness for a particular purpose, or of any other kind, except those set out above, in particular, to the extent permissible by law. All conditions and warranties which would otherwise be implied by statute or under the common law are hereby excluded.

6. LIMITATION OF LIABILITY

- 6.1 Comeragh Controls Ltd. shall not in any circumstance be liable whether in contract, tort or otherwise for any indirect, special or consequential loss or damage (including, without limitation, loss of anticipated profit) which arises from the purchase, possession, sale or use of any goods supplied, even if Comeragh Controls Ltd. has been advised of the possibility of such loss or damage being incurred.
- 6.2 Nothing in these conditions shall effect Comeragh Controls Ltd.' liability for death of personal injury due to negligence.

7. INFRINGEMENT

Comeragh Controls Ltd. makes no warranty or representation whatsoever that uses of goods does not infringe the rights of any third party and Comeragh Controls Ltd. accepts no liability in this respect.

8. WAIVER

Comeragh Controls Ltd. failure at any time or for any period, to require strict performance of any of these conditions shall not be construed as a waiver and shall in no way affect Comeragh Controls Ltd. right later to enforce such conditions.

9. SEVERABILITY

The validity or unenforceability of any of these conditions shall in no way affect the validity or enforceability of the remaining conditions.

10. CANCELLATIONS

- 10.1 Once accepted, orders may not be varied or cancelled without Comeragh Controls Ltd. prior written consent. The buyer shall reimburse Comeragh Controls Ltd. for all loss suffered by Comeragh Controls Ltd. as a result of variations or cancellation.
- 10.2 Any agreed cancellations or returns will be subject to a restocking charge of 15% of the goods value. All goods accepted by Comeragh Controls Ltd for credit must be returned in a saleable condition and in the original packing, complete with all accessories, manuals, etc.

11. GOVERNING LAW

All contracts accepted by Comeragh Controls Ltd. and incorporating these conditions shall be governed by Irish Law and parties shall submit to the jurisdiction of the Irish Courts