

# Conditions of Sales or Supply

All orders are accepted by Induchem Components Ltd subject to the Conditions of Sale set out below

## GENERAL

These conditions apply to and are deemed to be incorporated in all orders, contracts, quotations, and tenders for the supply of goods by The Company. All orders are accepted by Induchem Components Ltd on these conditions of sale and supply and superseded any other terms.

(A) In these terms and conditions:

- (i) "The Company" means Induchem Components Ltd;
- (ii) "The Customer" means the person, firm or company with whom a contract for the sale or supply of The Products is concluded;
- (iii) "Contract" means a contract for the supply of Products and/or services made between The Company and The Customer;
- (iv) "The Products/Goods" means the manufacturers goods or services supplied or to be supplied to The Customer by The Company.
- (v) The term "The Premises of The Customer" shall mean any premises, store or site, which The Customer may use, for the storage, fabrication or installation of The Company's goods.

(B) Headings in these terms and conditions are for ease of reference only and shall not affect in any way the interpretation of the provisions hereof.

## QUOTATION

Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of 30 days from date of quotation. Should a quotation not be accepted within 30 days the quotation may be subject to alteration to take account of increases in cost, product changes and or delivery. In addition the quotation may be withdrawn at any time prior to acceptance in writing. Stenographic errors or clerical errors, if any, are subject to subsequent correction.

## PRICE

Please refer to quotation for currency of the offer. Where The Products offered are sourced outside the Euro Zone then the prices may, at the discretion only of The Company, be subject to revision if the rate of exchange ruling on the date of delivery is different from that on date of quotation. Prices quoted verbally are not binding.

## DELIVERY

Delivery lead times are approximate only and in this respect time shall not be of the essence of the contract. It shall suffice for The Company to deliver within a reasonable time of the date of delivery quoted, regard being had to all the surrounding circumstances. The Company cannot accept any liability for any direct or indirect loss arising from delays caused by fire, flood, loss or delay in transit, strike, lockout or from any other cause beyond The Company's reasonable control. When The Customer agrees to accept delivery of The Products/Goods, The Company's condition of sales will have precedence over all other conditions implied by Statute or custom.

## DESCRIPTION AND QUALITY

Illustrations, descriptions, weights, and technical data in any of The Company's catalogues (or suppliers), and statements (written or oral) made by any representative of The Company are provided to give The Customer an approximate picture and description only and do not form the basis of any contractual liability. No warranty or condition that the article shall accord with such illustration, description or statement is to be implied and any warranty or condition capable of or arising is hereby excluded. Design of goods is subject to alteration without notice. All quotations given and sales made are upon the condition that, although goods supplied are of sound commercial quality, The Company can accept no liability as to their suitability for any purpose other than that specified in writing by The Customer at or prior to time of sale.

## ACCOUNTS

First transaction with new customers shall be cash on delivery. Credit will be granted on second transaction based upon filling out The Company's credit application form to The Company's satisfaction and receiving favourable feedback from the references given. The Company reserves the right to set a maximum amount of credit allowable upon each account and to withdraw credit facilities without explanation.

## TERMS & CONDITIONS JULY 2016

## PAYMENT

Payment shall be 100% 30 days from date of invoice except for first time customers (see accounts). The Customer shall not be entitled to withhold payment of any amount payable under the contract to The Company because of any disputed claim by The Customer. The Company shall be entitled to charge interest at the rate of 10.25% per annum on all overdue payments. This rate is a minimum and is subject to change twice a year on the 1st January and the 1st of July.

## INSURANCE

The Customer shall take out and at all times during the continuation of this Contract maintain at its own cost, insurance that a prudent person would maintain, including insurance in relation to product liability, public liability and employers liability with a reputable insurance company against liability for which Customer may be responsible under this Contract and to a level which a prudent person in the territory would maintain and upon request shall produce to Company the policy of such insurance and receipt for the premium payable thereon.

## COMPLAINTS

Any claim by The Customer which is based on any defect in the quality or condition of The Products/The Products/Goods or their failure to correspond with specification shall (whether or not delivery is refused by The Customer) be notified to The Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and The Customer does not notify The Company accordingly, The Customer shall not be entitled to reject The Products/Goods and The Company shall have no liability for such defect or failure, and The Customer shall be bound to pay the price as if The Products/Goods had been delivered in accordance with the Contract."

## ARBITRATION CLAUSE

All disputes between parties arising out of or in any way relating to this Contract shall in the first instance be referred by either party to its chief executive for this time being with a view to the dispute being resolved by discussions between the respective chief executives.

If the procedure referred to in the paragraph above does not achieve a resolution of the dispute, the same may be referred either party to arbitration under the Rules of the International Chamber of Commerce, by one Arbitrator appointed in accordance with the said rules. Neither party hereto shall institute an arbitration proceeding hereunder unless, at least sixty days prior thereto, such party shall have furnished to the other written notice of its intention to do so.

The place of arbitration shall be Dublin, Ireland. The language of arbitration shall be English.

The arbitrator shall be entitled to appoint one or more advisors or experts on any matter (including law) to assist him/her in the arbitration.

Each party shall equally pay the fees and expenses of the arbitrator and all other expenses as the arbitrator may decide. Judgement upon the arbitrator's award may be entered in any court having competent jurisdiction. The parties agree that the decision or the arbitrator shall be final and binding on all the parties.

## JURISDICTION AND GOVERNING LAW

All disputes between the parties arising out of or in any way relating to this contract or any other disputes between the parties in any way connected with the subject matter of this Contract shall be governed by the laws of Ireland. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

Nothing contained in this clause or the arbitration clause shall limit the right of the parties to seek provisional or protective relief from any court having competent jurisdiction pending the outcome of arbitration in accordance with this Contract.

## GENERAL LIABILITY CLAUSES

The Company shall not be under any liability for injury damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to The Company's negligence or that of its employees, agents or sub-contractors.

## Consequential Loss

In no event shall The Company be liable for special, incidental, indirect punitive or consequential damages, (including but not limited to late delivery, lost production, lost data) and including but not limited to whether occasioned by the act, breach, omission, default or negligence of Company, its employees, contractors and subcontractors and shall include without limitation, loss of business, revenue or profits, loss of use of data, loss of savings or anticipated savings, loss of investment, loss of reputation, economic loss, loss of goodwill or cost of capital or of extra administrative costs whether or not foreseeable arising out or in connection with this Contract, whether in an action based on contract, equity or tort including negligence or other legal theory.

## Direct Loss

Customer shall indemnify and keep indemnified The Company (together with its officers, servants and agents) against any and all liability, claims, causes of action, suits, damages and expenses (including legal fees and expenses), which any of them suffers, whether direct loss or otherwise as a result of any breach of this Contract by The Customer, its servants, agents or employees in connection with The Customer's performance of this Contract, in connection with the storage, distribution, promotion, use and sale of The Products by or on behalf of The Customer or otherwise in connection with The Customer's business, including without limitation, any defect in The Products and any product liability claims related to or arising from The Products.

## FORCE MAJEURE

The Company shall not be liable to The Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or in any failure to perform, any of The Company's obligations in relation to The Products/Goods, if the delay or failure was due to any cause beyond The Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond The Company's reasonable control:

- Act of God, explosion, flood, tempest, fire or accident, machinery breakdown.
- War, threat of war, sabotage, insurrection or civil disturbance.
- Acts, restrictions, regulations, bye laws, prohibitions or measures of any kind whatsoever by any government or agency or any local authority.
- Strike, lockout or any industrial action or trade dispute whether involving employees of The Company or of a third party.
- Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
- Power failure or breakdown in machinery or plant or damage to or destruction of the whole or part of The Products/Goods.
- Where The Company delays performance or fails to perform any of its obligations by reason of any cause beyond The Company's reasonable control, including, without limitation, any of the events specified above, such delay or failure shall be without prejudice to The Company's right to recover all sums including all costs reasonably incurred by The Company owing to the Company in respect of consignments of goods delivered.

## RETENTION OF TITLE

Title to (can be any of The Products/Goods - in the example we refer to equipment) shall not pass to The Customer but shall be retained by The Company until the contract price has been paid to The Company in full by The Customer. Until such time as title in equipment has passed to The Customer then:

1. The Company shall have absolute authority to retake, sell or otherwise deal with or dispose of all any part of the equipment in which the title remains in The Company.
2. For the purpose specified in (1) above The Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon the premises in which the equipment or any part thereof is installed or kept or is a reasonably believed to be.
3. The Company shall be entitled to seek a court injunction to prevent The Customer from selling, transferring or otherwise disposing of the equipment.
4. The Customer shall store or otherwise denote the equipment in respect of which property remains the title of The Company in such a way that the same can be recognised as the property of The Company.

Notwithstanding the clauses outlined above, risk in the equipment shall pass on delivery to The Customer and until such time as title in equipment has passed to The Customer, The Customer shall insure the equipment to its replacement value (naming The Company

as the loss payee) (noting The Company's name in the relevant insurance policy) and The Customer shall on request, provide The Company with a certificate or other evidence of such insurance.

## IMPLIED CONDITIONS

Save as otherwise expressly set out in this contract, all other warranties, terms and conditions, statutory or otherwise, and in particular the contractual rights set out in Section 12,13,14 and 15 of the Sale of Goods Act, 1893 as amended by the Sale of Goods and Supplies of Services Act, 1980, are hereby expressly waived by both parties to the fullest extent permitted by law."

## TERMINATION

Either party (the "terminating party") may immediately by notice in writing to (the "defaulting party"), but without prejudice to any other rights or remedies of the terminating party in respect of any matter or event specified hereunder which shall have arisen or taken place prior to such notice, terminate this Contract.

- a) If any material representation or warranty made by the defaulting party here in or in any report, statement, certificate or other instrument delivered under or pursuant to this Contract or any of the Contracts or in connection with any provision of any such, shall prove to have been false or breached in any material respect on the dates as of which made.
- b) By reason of a material breach, default, non-performance or non-observance by the defaulting party of any other provisions, terms or obligations herein and on the defaulting party's part to be performed and observed, which the terminating party has required the defaulting party by notice in writing in remedy (such notice specifying the relevant terms, provisions, or obligations and stating the intention of the terminating party to terminate this contract pursuant to this clause) and the defaulting party has not within thirty (30) days of such notice remedied (whether such breach is capable of remedy or not).
- c) If the defaulting party becomes insolvent, unable to pay its debts as they fall due within the meaning of section 214 of the Companies Act, 1963 or makes any arrangement or composition with its creditors or passes a resolution or if any court shall make an order that the defaulting party shall be wound up (save and excepting only a member's winding up for the purposes of reconstruction or amalgamation which the other party has approved in writing prior to such) or if any Examiner, Receiver or a Manager is appointed over the whole or any part of its assets, or if circumstances shall arise which entitle a court or a creditor to appoint a receiver or manager or to make a winding up Order or the defaulting party suffers or undergoes any analogous process to the above.

It is expressly agreed that either party will not be liable to pay any compensation to the other party for loss of profits or loss of goodwill or otherwise arising out of termination of the Contract in accordance with the terms of this termination clause."

## WARRANTY

The Company's liability under this clause is strictly limited to the warranty of the manufacturer of The Products. The period of cover is 12 months from supply of goods.

## DOCUMENTS

Documentation such as drawings, certificates, etc which form part of any order is limited to what is available from the manufacturer of The Products.

## TEST AND INSPECTION

The Products are only subject to the manufacturer's standard test and inspection. Special tests or tests in the presence of The Customer or his representative will be charged to The Customer. Generally FAT testing is not available.

## CANCELLATION OF ORDERS

The Company reserves the right to charge The Customer for all costs incurred on cancelled orders.

## OVERSEAS CONTRACTS

Special conditions apply for overseas contracts.