

1. In these conditions

“the Company” means SDSF LTD and its subsidiary Companies

“goods and equipment” means the goods and/or equipment to which the document relates

“purchase” means the customer purchasing the said goods and equipment.

These conditions contain the entire bargain between the Company and the Purchaser and in the case of any inconsistency these conditions shall prevail.

These conditions shall apply except as may be expressly agreed by the Company in writing. Any concession or waiver made by the Company at any time shall not prejudice the exercise of its rights hereunder.

Nothing contained in these conditions shall impart any obligation of the part of the Company to sell other goods and equipment to the Purchaser.

2. Passing of Risk and Title

(a) The risk of all goods and equipment shall pass to the Purchaser upon collection or delivery of the same in accordance with the terms hereof to the Purchaser or its Agents or other person to whom the Purchaser has authorised delivery of the same and the company shall have no responsibility in respect of the said goods and equipment thereafter and accordingly the Purchaser should insure the same hereafter against such risks as it considers appropriate.

(b) Notwithstanding the foregoing, the ownership of the said goods and equipment shall remain with the Company and the Company reserves the right to dispose of the said goods and equipment until payment in full of all debts owed by the Purchaser to the Company on goods or any other account whatsoever has been discharged in full or until such time as the Purchaser sells the said goods and equipment to its customer by way of bona fide sale at full market value in the normal course of business. If such payment is overdue in whole or in part the company may (without prejudice to any of its other rights) recover or resell the said goods and equipment or any part of them and may enter upon the Purchaser’s premises at all reasonable hours or by its servants or agents for that purpose. If any of the said goods and equipment are incorporated in or used as material for other goods and equipment before such payment the property in the whole of such other goods and equipment shall be and remain with the Company until such payment has been made or such other goods and equipment have been sold as aforesaid and all the Company’s rights hereunder in the said goods and equipment shall extend to such other goods and equipment.

(c) Examination of the goods and equipment has been made by or on behalf of the Purchaser prior to the placing of any order and no warranty condition description or representation on the part of the Company is given or implied by these Conditions nor is any warranty condition description or representation to be taken or have been given

or implied from anything said or written in the negotiations between the parties or their representatives prior to the placing of any order for goods and equipment and any statutory or other warranty condition or description express or implied as to the state, quality or fitness of the goods and equipment is hereby expressly excluded.

Prices

All goods and equipment supplied are subject to the Company's prices retaining at the date of dispatch to the Purchaser, unless otherwise agreed in writing by the parties at the date of Order/Acceptance. Where applicable value added tax will be applied in accordance with Republic of Ireland legislation in force at the tax point date. Unless otherwise specifically agreed in writing by the parties all prices exclude carriage, insurance and packing charges, which will be charged to the Purchaser.

3. Patent etc. infringement

The Purchaser shall be solely responsible for the consequences of any patent, trade mark, design or copyright infringement or any other infringement of a third party's legal rights resulting from the Purchaser's specification or use of any of the said goods and equipment and the Purchaser shall fully indemnify the Company in respect of costs, charges and expenses incurred by the Company as a result of any such infringement or alleged infringement.

4. Delivery

- (a) Any agreed delivery date specified in the Order/Acceptance is a genuine forecast in the light of current conditions but is entirely without legal commitment and in the event of the Company being unable to meet such delivery date the Company accepts no liability for any loss or damage arising directly or indirectly howsoever.
- (b) Unless otherwise specifically agreed in writing between the parties the Company may effect delivery of the goods and equipment by whatever means the Company considers most appropriate and provided that from the time of dispatch from the Company's premises the risk of any loss or damage to the goods and equipment from whatever cause arising shall be borne by the Purchaser.

If for any reason the Purchaser is unable to accept delivery of the goods and equipment at the time when the same are due and ready for delivery the Company may, if storage facilities permit, store the cancellation. The Company reserves the right to charge all carriage, insurance and packaging to the Purchaser and the Company's certificate as the quantity of returned goods and equipment received by the Company shall be final and binding.

5. Claims for goods and equipment

No claim will be considered in respect of either loss or damage in transit of goods and equipment or in respect of any alleged defect in goods and equipment unless such claim is notified in writing to the Company within seven days of receipt of the goods (which ever period shall be lesser) and provided that such goods and equipment are placed aside for inspection by the Company and its authorised representatives.

No liability in respect of goods and equipment undelivered, lost, pilfered or damaged in transit will be accepted whatsoever by the Company when the ownership of the goods and equipment has passed to the Purchaser before the occurrence or where the carrier has been given a clear receipt for the goods and equipment.

In the event of Purchaser's failure to give the Company notice as specified herein any claim by the Purchaser shall be deemed to have been waived and shall be absolutely barred.

6. Terms of Payment

Payment of the Price (which is strictly net) shall be made within 30 days from the date of invoice and:

- (c) the Company shall be entitled to charge interest of 2% per month on all overdue payments.
- (d) the Company shall be entitled to suspend or cancel any further deliveries under this or any other Order/Acceptance between the parties hereto:
 - (i) if any payment is overdue or
 - (ii) if the Purchaser shall have failed to take delivery of the goods and equipment or
 - (iii) if and to extent that the value of the goods and equipment delivered but not paid for exceeds or if delivered would exceed the Purchaser's credit limit with the Company whether or not advised to the Purchaser and whether or not payment is overdue.
- (e) For the purpose of this condition time and payment shall be of the essence on the contract between the parties hereto.
- (f) The Purchaser shall not be entitled for any reason whatsoever to withhold or set off payment for goods and equipment delivered.

7. Breach

If the Purchaser

- (a) makes default in or commits any breach of the obligations to Company hereunder or
- (b) is involved in any legal proceedings in which solvency is involved or
- (c) being a Company commences liquidation or
- (d) ceases or threatens to cease trade, or if serious doubts arise to the Purchaser's solvency or ability to continue trading.

Then in any such case the company shall immediately become entitled (without prejudice to its other claims and rights under this Contract) to suspend further performance of this Contract for such time as it shall in its absolute discretion think fit (whether or not notice of such suspension shall have been given) and to treat the Contract as wrongfully repudiated by the Purchaser and forthwith to terminate the Contract. The Company shall notify the Purchaser of the exercise of its opinion to suspend or terminate this contract within a reasonable time of the Company becoming aware of the act or default on the Purchaser's part giving rise to the Company's rights under this condition.

8. Warranties and Liability of the Company

- (a) Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 3 months from the date of their initial use or 3 months from delivery, whichever is the first to expire.
- (b) The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser;
- (c) The Company shall be under no liability in respect of any defect arising from wear and tear, wilful damage, negligence, vandalism, abnormal working conditions, failure to follow the Company instructions (whether given orally or in writing), misuse or alteration or repair of the Goods.
- (d) Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser) be notified in writing 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 Purchaser does not notify the Company accordingly, the Purchaser shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the purchaser shall be bound to pay the price as if the Goods had been delivered in accordance with the contract.
- (e) Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's sole discretion, refund to the Purchaser the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Purchaser.
- (f) The Company shall not be liable to the purchaser or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control.

9. Jurisdiction

These conditions shall be interpreted exclusively and according to the law of Republic of Ireland and the Purchaser hereby accepts the jurisdiction of such Courts as the Company may nominate for the purpose of any action arising out of this contract.