



Irish Terms and Conditions of Sale

1. DEFINITIONS: in these terms and conditions the following meanings shall apply. "The customer" shall mean the person, firm or company offering to purchase goods from the company and his or its successors in title " the company" shall mean Ventilux LTD and its successors to the title: "goods" shall mean all and any articles or chattels which are the subject matter of the contract between the company and the customer "services" shall mean all or any services which are subject matter of the contract between the company and the customer.

2. GENERAL: Acceptance of any offer by the company shall include acceptance of these terms and conditions. Any variations will only be binding on the parties hereto if such variation is in writing and signed on behalf of the company by a director of the company. Any order placed by a customer is deemed to be upon the terms and conditions herein contained, and thereafter it is hereby agreed and agreed and declared by the customer and the company that the customer is on notice of these terms and conditions and that they shall apply, notwithstanding the duration of any lapse of time.

3. ORDERS: telephone orders will be acted upon for planning purposes, but goods will be shipped only after receipt of written confirmation of the order is received. Orders for non-standard products must be received in writing before any work in production of the goods shall commence. The company reserves the right to refuse any orders placed or to refuse cancellation of any order or to suspend delivery of any delivery of any order from time to time if any related customers account is in arrears. In respect of any order placed on the company, the customer shall be bound by these Terms and Conditions, which will be provided upon request.

4. PRICES-EXCLUDE OF V.A.T: All quotations are given at current prices; however, we reserve the right to invoice at the price ruling at the time of delivery. The company shall be entitled to recover from the customer by way of addition to the prices such amounts which the company may become liable to pay in respect of Value Added Tax or other legally imposed Tax in relation to the goods. Any unavoidable appropriate surcharge will also be applied.

5. PACKING: Unless otherwise specified normal trade, packing is included in prices quoted. Where special packing is necessary or requested, a charge will be made for this

6. CARRIAGE: Unless specifically stated as included within the offer price the company reserves the right to charge carriage on deliveries. The most suitable method of carriage will be decided by the company unless previously specifically agreed between the company and the customer.

7. SETTLEMENT TERMS: All accounts are strictly net and due for payment by the end of the month following the date of invoice. The customer shall not be entitled to make any deductions whatsoever whether by reason or set off or for any other reason. Where any contract or order provides for delivery in instalments each instalment shall be considered a separate contract of sale. If payment is not made in accordance with the settlement terms above the company reserves the right, as its absolute discretion and without prejudice to any other rights or remedies, to suspend all further deliveries until payment has been received in full or to cancel the balance of the order(s) outstanding. Also, to charge interest on overdue amounts at the rate of 2% above the base rate of the Allied Irish Bank PLC.

8. DELIVERY DATES: Delivery dates quoted are given in good faith based upon available information about materials and labour availability and whilst the company shall always do its best to comply with any date quoted for delivery of goods, no responsibility can be accepted by the company for loss or damage arising from failure to comply with the date(s) quoted. Unless otherwise agreed in writing the company shall be entitled to make partial deliveries of goods.

9. WARRANTIES: The goods and services offered are designed for the purpose(s) described in our trade literature and subject to limitations contained therein. No warranty is given or implied that they are fit for any other purpose. The period of warranty offered with each product or service is as described in the company's trade literature. If during that period the goods or service are proved not to be of merchantable quality or not as described in the company's offer the company will at its discretion repair or replace those goods if returned, carriage paid, to the company.

10. LIABILITIES: Where the customer is not a consumer within the meaning of section 3 of the sale of goods – Supply or services Act 1980, the liability of the customer shall be limited as follows (i) Liability in respect of goods supplied to the customer proven to be defective shall be limited to the purchase price of such goods paid under the contract. (ii) The company shall not be liable for any loss of profits or contract or any other indirect or consequential losses as a result of the supply of goods proven to be defective. (iii) The company shall be under no liability for any adverse effects resulting from the application of the goods to or in any process, operation or treatment unless specifically recommended or agreed to by the company.

(iv) The company shall not be liable for any expenditure incurred by the customer in respect of any goods alleged to be defective. (v) The company shall not be liable for any loss of profit or any consequential or indirect loss or damage of any kind to the customer howsoever caused. (vi) The company shall not be liable for any goods, which have been processed in any way by the customer or damage after the risk in goods has passed to the customer.

11. LOSS IN TRANSIT: The Company will only accept a clear signature of the customer or his representative on delivery by the company to the address or site of the customer. It is therefore the responsibility of the customer of fully check at the time of delivery the condition and quantity of the goods. Goods received damaged should be signed for as "damaged", otherwise claims in this regard cannot be considered. When the price quoted includes delivery, the company shall repair or replace free or charge goods damaged in transit or not delivered in accordance with the advice note, provided that the company is given written notification of such damage within such time (being normally not more than 3 working days) as will enable the company to comply with the carriers conditions of carriage affecting loss or damage in transit. Notwithstanding the above undertaking, the company will only consider claims for alleged shortage if received within 7 working days of receipt of goods by the purchaser and together with sufficient information to enable the company to properly identify the shortage including advice note number, case number and condition of the case.

12. RETURNS: Without prejudice to the provisions of clause 14 "ownership", goods correctly supplied may not be returned without the company's prior agreement in writing. Goods not required/or not fit for purpose must be returned to Ventilux within 60 days of invoice date, after this period Ventilux hold the right to reject the return of goods. Goods so returned must be consigned carriage paid accompanied by the company's goods return authorisation and including the company's delivery note number. The company reserves the right to make a charge for handling and restocking the goods. Goods will be accepted only if returned in perfect condition, as new, unopened and uninstalled. Non-stock items, orders manufactured specifically to customer's requirements will not be accepted for return under any circumstances.

13. WAIVER: A waiver by the company of any term or condition shall not constitute a general waiver of such term or condition.

14. OWNERSHIP: (i) Goods supplied under this contract shall only be transferred to the purchaser when the company has received full payment for the goods supplied. Until full payment for the goods has been made, all legal and equitable title shall remain with the company and the customer hereby agrees to be bailee of the goods. (ii) It is also agreed between the customer and the company that notwithstanding the fact that the property/title in the goods shall only pass to the customer in accordance with (i) above, the risk in the goods in respect of any loss or damage to or deterioration of the goods from whatever cause shall be borne by the customer when the customer, his servants, agents, licensees or other representatives receive possession of the goods (iii) Until payment has been made for the goods in full, the company reserves the right, and the customer hereby acknowledges that the right, to repossess the goods without notice or other formality and to this end, the servants, agents or other formality and to this end, the servants agents or other representatives of the company, are hereby granted an irrevocable licence by the customer at all times to exercise this right and the company hereby agrees to make good any damage thereby occasioned with all reasonable speed. (iv) It is further agreed between the customer, its representatives, and the company that both legal and equitable title in the goods shall remain with the company until such time as any other debts owing to the company by the customer, whether arising from this contract or otherwise have been paid for and discharged in full. (v) Notwithstanding that any of the above clauses may be deemed to be unenforceable, it is hereby agreed between the company and the customer that the remaining clause or clauses shall stand, and that full effect shall be given to their provision.

15. IDEMNITY: The customer hereby covenants to indemnify the company against all claims, actions, expenses, costs, demands, damages and other liabilities whatsoever and however arising in respect of the injury of any person or damage to any property arising directly or indirectly out of any breach, non-performance or non-observance by the customer of any of the terms and conditions arising herein.

16. CHOICE OF LAW: The contract between the company and the customer shall be subject to and construed in accordance with the laws of the Republic of Ireland.