

## P.I. Pneumatics Limited : Conditions of Sale

### **1. Definitions:**

- 1.1 "Buyer" means the person who buys or agrees to buy the goods from the seller.  
1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.  
1.3 "Delivery Date" means the date specified by the Seller when the goods are to be delivered.  
1.4 "Goods" means the articles which the Buyer agrees to buy from the Seller.  
1.5 "Price" means the price for the goods excluding carriage, packing, insurance and VAT and other Government charges.  
1.6 "Seller" means P.I. Pneumatics Limited of Old Naas Road, Bluebell, Dublin 12.

### **2. Conditions applicable:**

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.  
2.2 All orders for Goods, whether based upon the Seller's quotation or not, shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions and are subject to acceptance by the Seller.  
2.3 No cancellation of an Order will be accepted by the Seller unless it is in writing and agreed by the Seller, or unless the Buyer files a Petition of Bankruptcy or has a Receiver appointed, or proceedings for winding up have been commenced, in any of which events the Buyer shall be deemed to have cancelled the Order. Where the Buyer rejects delivery of an Order which the Seller did not previously agree to cancel, the Seller reserves the right without affecting its other rights, to make a charge for carriage and handling.  
2.4 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.  
2.5 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### **3. The Price and Payment:**

- 3.1 The price shall be the price stipulated in the Seller's price list current at the date of delivery of the goods. Any price quoted by the Seller shall be valid for the duration of any validity period stated at the time when the quotation is given or, where no such period is stated, for a period of 30 days only. The Price is exclusive of VAT and other government taxes which shall be due at the rate or rates ruling on the date of the Seller's invoice.  
3.2 Payment of the Price, VAT and other government taxes, shall be due within 30 days from the end of month of the Seller's invoice, unless extended terms have been agreed in writing by the Seller. Time for payment shall be of the essence.  
3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Bank Of Ireland's variable rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

### **4. The Goods:**

- 4.1 The quantity and description of the Goods shall be set out in the Seller's quotation. The Seller reserves the right to alter any of its products or the specification design or price list thereof at any time without notice. In particular and without limiting the generality of the foregoing, in the event of the suspension of work or inability on the Seller's part to deliver, either as a result of instructions from the buyer or of failure by the Buyer to provide the Seller with instructions, the price may be increased to cover any extra expenses thereby incurred.

### **5. Delivery of the Goods:**

- 5.1 Delivery of the Goods shall be made to the Buyers address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the case of part deliveries each delivery shall be deemed to have been sold under separate contract and each such contract shall be subject to these conditions of sale.  
5.2 The Seller shall use all reasonable endeavours to deliver on the agreed date, but accepts no responsibility for late delivery or any consequential damage arising therefrom. Should the Seller be prevented from delivering on the agreed date by strikes, lockouts, fire, tempest, accident, damage to machinery, works breakdown, delay in obtaining materials, or other causes beyond its control, delivery will be suspended until a reasonable time after the end of the happening.

### **6. Acceptance of the Goods:**

- 6.1 The Buyer shall be deemed to have accepted the Goods 7 days after delivery to the Buyer.  
6.2 After acceptance the Buyer shall not be entitled to reject the Goods which are not in accordance with the contract.  
6.3 The Buyer shall within seven working days of delivery of the goods make a full examination of the goods and notice to the Seller in writing of any allegations that the goods are damaged or otherwise not in accordance with the contract. Non-delivery shall be reported within seven days of despatch. If the Buyer fails to give notice in writing in accordance with this clause the goods shall be deemed to have been fully examined by the Buyer and be in all respects in accordance with the contract and the Buyer shall be bound to accept and pay for the same at the time or times specified hereunder, all goods returned to the Seller shall be returned at the Buyer's risk and cost.

### **7. Title and Risk:**

- 7.1 The Goods shall be at the Buyer's risk as and from delivery.  
7.2 In spite of delivery having been made ownership of the goods shall not pass from the Seller until: -  
7.2.1 the Buyer shall have paid the price plus VAT and all other government charges in full: and  
7.2.2 no other sums whatever shall be due from the Buyer to the Seller  
7.3 Until ownership in the goods passes to the Buyer in accordance with clause 7.2 the Buyer shall hold the Goods and each of them in a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.  
7.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealings shall be a sale or use of the Seller's property by the Buyer's own behalf and the Buyer shall deal as principal while making such sales or dealings. Until ownership in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with any other monies or paid into any overdrawn bank account and shall be at all materials times identified as Seller's money.  
7.5 The Seller shall be entitled to recover the price (plus VAT) and other Government charges notwithstanding that ownership in any of the goods have not passed from the Seller.  
7.6 Until such a time as ownership in the goods passes from the Seller the Buyer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such requests the rights of the Buyer under clause 7.4 shall cease.  
7.7 The Buyer shall not pledge or in any way charge by way of security for its indebtedness any of the goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.  
7.8 The Buyer shall insure and keep insured the goods to the full price against all risks to the reasonable satisfaction of the Seller until the date that ownership in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.  
7.9 The Buyer hereby grants an irrevocable right and licence to the Seller, its servants and agents to enter upon any of the premises owned, occupied or controlled by the Buyer during normal business hours to repossess any goods the ownership of which has not passed to the Buyer.

### **8. Remedies of Buyer:**

- 8.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.  
8.2 Where the Buyer accepts or has been deemed to have accepted any goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.  
8.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of Goods.  
8.4 The Seller shall be under no liability whatever to the Buyer for any indirect loss (including consequential loss) and/or expense including loss of profit suffered by the Buyer arising out of or connected with this contract or the use or mis-use by the Buyer or any other person of goods or services supplied hereunder. Furthermore, the Seller shall have no liability for loss, damage, injury or expense or for any accident resulting from defective material or faulty workmanship in the goods or services supplied hereunder, its liability being strictly limited to its warranty obligations hereunder and such further obligations, if any, as may be imposed by the Seller by law notwithstanding the provisions of these Conditions of Sale.  
8.5 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the goods.

### **9. Proper Law of Contract:**

- 9.1 This contract is subject to the law of the Republic Of Ireland. The parties admit to the non-exclusive jurisdiction of the courts of the Republic Of Ireland in relation to any matter arising hereunder in dispute and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served on them by delivering such proceedings in an envelope addressed to the party to be served at the address of such part set out in this contract.

### **10. Severance:**

- 10.1 Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

### **11. Statutory Rights:**

- 11.1 The provisions of these conditions of sale shall not prejudice the statutory rights (if any) which may, notwithstanding these conditions of sale guaranteed to the Buyer by virtue of sections 12, 13, 14, and 15 of "The Sale Of Goods Act 1983", as amended by "The Sales of Goods and Supply of Services Act 1980".