

Terms & Conditions of Sales – Ireland Only

1. General

- (a) In these terms and conditions, "the Seller" means Sitech Technology Systems Limited (Company Registration Number 8760819) trading as 'SITECH' whose registered office address is at Watling Street, Cannock, Staffordshire, England WS11 8LL, and which has a registered branch at Unit A, Aerodrome Business Park, Rathcoole, Dublin (Branch Registration Number 909199), and such agents as it may from time to time authorise to act on its behalf, and "the Buyer" means the person, firm or company offering to purchase goods from the Seller.
- (b) These Terms & Conditions shall apply to all sales and no variation or purported variation (including in particular any terms and conditions on the Buyer's contract or order form) whether before or after making of the contract, shall have effect unless expressly agreed in writing by the Seller.
- (c) There shall be no contract between the Seller and Buyer until the Seller accepts the Buyer's offer to purchase.
- (d) The contractual rights which the Buyer enjoys by virtue of sections 11, 12, 13, 14 & 15 of the Sale of Goods Act, 1893 (as amended) and by the Liability for Defective Products Act, 1991 are in no way prejudiced by anything contained in these Terms & Conditions save in the case of the said Sale of Goods Act (if the Buyer is not dealing as consumer or in the case of an international sale of goods) to the extent permitted by law.
- (e) Words and expressions defined in the Sale of Goods Act, 1893 and 1980, shall, when used in these Terms & Conditions, save where in context otherwise requires, bear the same meanings as therein.

2. Transfer Of Ownership

- (a) The property of the goods shall remain with the Seller until the Seller has received payment in full for all sums due and owing on any account by the Buyer.
- (b) If the Buyer shall sell or otherwise dispose of the goods before payment in full as aforesaid has been made to the Seller, the Buyer shall in such case hold all monies received by him from such sale or disposal in trust for the Seller and shall on request furnish the Seller with the names and addresses of the persons to whom such disposals have been made together with all necessary particulars to enable the Seller to recover any outstanding sums due from such persons.
- (c) So long as the property in the goods shall remain in the Seller, the Buyer shall hold the goods as bailee for the Seller and store the goods so as to clearly show them to be the property of the Seller, and the Seller shall have the right, without prejudice to the obligations of the Buyer to purchase the goods, to retake possession of the goods (and for that purpose to go upon any premises occupied by the Buyer).
- (d) Nothing in this clause shall confer any right upon the Buyer to return the goods. The Seller may maintain an action for the price notwithstanding that property in the goods shall not have vested in the Buyer.

3. Delivery and Collection

- (a) Deliveries by the Seller are available during normal working hours or shall be delivered by Courier with courier charges applied.
- (b) Any times quoted for deliveries are estimates only and the Seller shall not be liable for failure to deliver within the time quoted.
- (c) If the goods are not received by the Buyer within six days from the date of the relevant invoice, the Seller must be informed.

4. Risk of Loss and Damage

- (a) (i) Notwithstanding that the property in the goods may not have passed the Buyer, the Buyer shall carry all risk of loss of and damage to the goods from the time the goods are delivered to the stipulated place of delivery, which event shall constitute delivery to the Buyer.
- (ii) From when the risk of loss of and damage to the goods commences to be carried by the Buyer until the Seller is paid in full as aforesaid for the goods, the Buyer shall:
 - (A) indemnify and keep indemnified the Seller against all loss of and damage to the goods and against any reduction in the resale value thereof below the price to be paid therefore by the Buyer;
 - (B) insure and keep insured the goods in an amount at least equal to their value; and
 - (C) hold upon trust for the Seller absolutely all proceeds of such insurance.
- (b) For the purposes of this section, the word "goods" includes accessories.

5. Prices

- (a) Unless otherwise agreed in writing, all prices shall be as specified in the Seller's price list as published from time to time and shall be exclusive of VAT.
- (b) The Seller reserves the right at any time prior to delivery of the goods to adjust the price to take account of the Buyer's failure to comply with the terms of payment of any previous contract for goods supplied by the Seller, and also to take account of any increase of any cost to the Seller including the cost of materials, labour, services and currency fluctuations.
- (c) Unless otherwise stated, the price excludes cost of delivery to the address agreed between the Seller and the Buyer, and insurance in transit.

6. Terms of Payment

Payment shall be made to the Seller upon delivery. Where the Seller is satisfied of the creditworthiness of the Buyer and grants credit to the Buyer, then payment shall be made on 30 days from the invoice date.

7. Remedies for any Defects, etc.

- (a) If by reason of any defect in the goods there shall be a breach of any implied condition or warranty applicable thereto, the Seller shall at its option replace the goods or issue credit to the Buyer, provided that:
 - (i) the Seller is notified in writing with three days of the discovery of any such defect by the Buyer and in any event not later than seven days after delivery;
 - (ii) the goods are inspected by the Seller's representative who shall at his absolute discretion affix an appropriate label to the goods authorising the return of goods;
 - (iii) the relevant goods are returned to the Seller; and
 - (iv) examination of such goods by the Seller shall disclose to its satisfaction that the defect existed at the time of delivery or that a breach of an implied condition or warranty shall have been affected by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the Seller.
- (b) The Seller's liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, resale, replacement or use of any of the goods shall in no case exceed the price paid by the Buyer to the Seller for the goods which give rise to the claim, plus expensed of freight & insurance. In no event shall the Seller be liable for any loss of profits, or special or consequential damages suffered by the Buyer. Nothing contained in this paragraph shall by implication create any liability or obligation on the part of the Seller, or effect or diminish any disclaimer or liability elsewhere contained herein.
- (c) Except as expressly stated above all other warranties, conditions and representations, express or implied, statutory or otherwise, in relation to the quality or fitness for any particular purpose of the goods are hereby excluded and the Seller shall not be liable in contract, tort or otherwise for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or in connection with the goods sold or any defect in them or from any other cause, whether or not any such matter amounts to a fundamental breach of a fundamental term of contract.
- (d) The Seller's liability under this provision shall be limited to a period of one year from the date or receipt of the goods by the Buyer.
- (e) The Buyer shall not reject any goods or cancel or purport to cancel the contract or any part of it because of an alleged default unless and until the Seller shall have failed to correct such alleged default within thirty days of written notice specifying the default.

8. Default by the Buyer

- (a) If the Buyer
 - (i) fails or has failed to comply with any term of this or any other contract with the Seller; or
 - (ii) commits an act of bankruptcy, makes an arrangement or composition with creditors or suffers any distress or execution; or
 - (iii) resolves or is ordered to be wound up or has a receiver or an examiner appointed then, in any such event, the Seller shall have the right (without prejudice to any other remedies) to cancel any uncompleted order and withhold or suspend delivery of further goods, and to demand payment forthwith of all sums due by the Buyer to the Seller.

9. Supplementary Terms

The Seller may apply terms supplementary to these Terms & Conditions, which may make provision for discounts or rebates of different amounts on the price of goods sold.

10. Force Majeure

The Seller shall not be under any liability of whatever kind for non-performance in whole or part of its obligations under the contract due to causes beyond the control of the Seller or beyond the control of the Seller's suppliers including, but not limited to; war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, acts of the Buyer or a third party, failure or delay in transportation, acts of any Government or any agency or sub-division thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to the Seller or the Seller's suppliers or shortage of labour, fuel, raw materials or machinery or technical failure. In any such event the seller may without liability, cancel or vary the terms of contract including, but not limited to, extending the time of performing the contract for a period at least equal to the time lost by reason of such causes.

11. Assignment

The buyer shall not assign or transfer or purport to assign or transfer to any other person the contract or the benefit thereof or the benefit of any condition, warranty, guarantee or other term or condition (express or implied) forming part thereof or relating to the goods.

12. Waivers

A waiver by the Seller of any of the foregoing conditions shall not constitute a general waiver of such condition.

13. Headings

The headings of these Terms & Conditions are for convenience only and shall have no effect on the interpretation thereof.

14. Governing Law

This contract shall be governed and construed in all respects in accordance with the laws of Ireland.