

<p>GENERAL</p> <p>These Terms and 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 the making of the contract, shall have effect unless expressly agreed to in writing by the Seller.</p> <p>There shall be no contract between the Seller and the Buyer until the Buyer's order is accepted in writing by the Seller.</p> <p>THE CONTRACTUAL RIGHTS WHICH THE BUYER ENJOYS BY VIRTUE OF SECTIONS 12, 13, 14 AND 15 OF THE SALE OF GOODS ACT, 1893 (AS AMENDED) ARE IN NO WAY PREJUDICED BY ANYTHING CONTAINED IN THESE TERMS AND CONDITIONS SAVE (IF THE BUYER IS NOT DEALING AS CONSUMER OR IN THE CASE OF AN INTERNATIONAL SALE OF GOODS) TO THE EXTENT PERMITTED BY LAW.</p> <p>Words and expressions defined in the Sale of Goods Acts, 1893 and 1980 shall, when used in these Terms and Conditions, save where the context otherwise requires, bear the same meanings as therein.</p> <p>TRANSFER OF OWNERSHIP</p> <p>The property in the goods shall remain in the Seller until the Seller has received payment in full for all sums due and owing on any account by the Buyer.</p> <p>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.</p> <p>So long as the property in the goods shall remain in the Seller, the Buyer shall hold the goods 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).</p> <p>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.</p> <p>DELIVERY</p> <p>Any times quoted for delivery are estimates only and the Seller shall not be liable for failure to deliver within the time quoted.</p> <p>If the goods are not received by the Buyer within six days from the date of the relevant invoice, the carrier and the Seller must at once be informed.</p> <p>The Seller shall be entitled to make partial deliveries or deliveries by instalments and the Terms and Conditions herein contained shall apply to each partial delivery.</p> <p>Deviations in quantity of the goods (representing not more than 10 per cent by value) from that stated in the contract shall not give the Buyer any right to reject the goods or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for the quantity of the goods delivered.</p> <p>RISK OF LOSS OR DAMAGE</p> <p>Notwithstanding that the property in the goods may not have passed to the Buyer, the Buyer shall carry all risk of loss of and damage to the goods from the time when the goods are delivered to a carrier for transmission to the Buyer of the prior delivery of the goods to the stipulated place of delivery either of which events shall constitute delivery to the Buyer, and Section 32(2) and (3) of the Sale of Goods Act, 1893 shall not apply.</p> <p>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 for the goods, the Buyer shall: Indemnify and keep Indemnified the Seller against all loss of and damage to the goods and against any reduction in the re-sale value thereof below the price to insure and keep insured the goods in an amount at least equal to the price to be paid therefore by the Buyer; and hold upon trust for the Seller absolutely all proceeds of such insurance</p>	<p>PRICES</p> <p>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 and any other applicable taxes of duties and the cost of any import of other licences or clearances.</p> <p>(b)The price includes cost of delivery at the location agreed between the Seller and the Buyer and insurance in transit thereto. If no such location is agreed, the price is ex-works at Tallaght, Dublin and, if the Seller shall arrange for the delivery of the goods to any location and/or any insurance of the goods, the cost thereof shall be added to and shall form part of the price of the goods.</p> <p>TERMS OF PAYMENT</p> <p>Payment shall be made by the terms agreed.</p> <p>The Buyer shall pay to the Seller interest on overdue payments calculated on the day-to-day balance at a rate of interest equal to that from time to time payable by the Seller on overdraft borrowings. Such interest shall be payable on demand and may be charged and added to the balance of overdue payments, and thereby compounded, from time to time as the Seller may determine. A statement from the Seller's lender as to the rate of interest applicable under this paragraph shall, in the absence of manifest error, be conclusive.</p> <p>Nothing in this clause shall be taken as limiting the Seller's rights under clause 8.</p> <p>REMEDIES FOR ANY DEFECTS ETC.</p> <p>The Seller warrants that at the time of delivery the goods will be free from defects in materials and workmanship and will conform to the Seller's applicable specifications or, if applicable, to the specifications laid down by the manufacturer or other supplier of the goods.</p> <p>If by reason of any defect in the goods there shall be a breach of any implied condition or warranty applicable thereto,</p> <p>the Seller shall at its option either repair or replace the goods or issue credit to the Buyer, provided that: -</p> <p>the Seller is notified in writing within 7 days of the discovery of any such defects by the Buyer and in any event not later than 30 days after purchase;</p> <p>the relevant goods are returned to the Seller at the cost and risk of the Buyer;</p> <p>examination of such goods by the Seller shall disclose to its satisfaction that a breach of an implied condition or warranty shall have occurred as aforesaid, and in particular that the goods shall not have been affected by misuse, neglect, accident, improper storage, installation or handling or by repair or alteration not effected by the Seller; and</p> <p>The Buyer shall pay to the Seller the cost (as stated by the Seller) of any examination of the goods as a result of which the Seller does not admit liability.</p> <p><i>The Seller's name and address are: SystemLink Technologies Ltd Unit 1 Block A Greenhills Business Park, Tallaght, Dublin 24</i></p> <p>This guarantee shall not apply to, and all implied conditions and warranties other than those arising under Section 12 of the Sale of Goods Act, 1893 (as amended) are hereby excluded to the extent permissible by law in relation to any parts, components and accessories supplied by, but not manufactured by, the Seller, but the Seller will so far as possible pass to the Buyer the benefit of any guarantee, condition or warranty given to the Seller by the manufacturer.</p> <p>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, re-sale, 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 expenses of customs, taxes, freight and insurance. In no event shall the Seller be liable for any loss of profits, or special or consequential damages suffered by the Buyer, including interest charges. 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.</p> <p>Except as expressly stated above all other warranties, conditions and representations, express or implied, statutory or otherwise, in relation to the quality or fitness</p>	<p>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 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 the contract.</p> <p>The Seller's liability under this provision shall be limited to a period of one year from the date of receipt of the goods by the Buyer.</p> <p>The Seller's liability under this Agreement shall be limited to liability to the Buyer and shall in no case extend to any third party or ultimate purchaser of the goods.</p> <p>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.</p> <p>Nothing in this Agreement shall be taken as in any way limiting or excluding any liability which the Seller may have to the Buyer under Section 2 of the Liability for Defective Products Act, 1991.</p> <p>DEFAULT BY BUYER</p> <p>If the Buyer: -</p> <p>fails to comply with any term of the contract (including stipulations as to payment);</p> <p>commits an act of bankruptcy, makes an arrangement or composition with creditors or suffers any distress or execution; or</p> <p>resolves or is ordered to be wound up or has a receiver appointed</p> <p>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.</p> <p>In the event the Seller exercises any rights it may have to stop goods in transit because of the Buyer's financial condition, the Seller may at its option resell such goods at public or private sale without notice to the Buyer and without affecting the Seller's rights to hold the Buyer liable for any loss or damage caused by breach of contract by the Buyer</p> <p>INFRINGEMENT</p> <p>The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done or the supply of goods in accordance with the Buyer's specifications which involves the infringement of any letters patent, registered design, copyright, trademark or trade name or other rights of confidentiality of information or industrial, commercial or intellectual property.</p> <p>FORCE MAJEURE</p> <p>The Seller shall not be under any liability of whatever kind for non-performance of its obligations under the contract due to causes beyond the control of the Seller's supplier including, but not limited to actual declaration thereof is or not), sabotage, insurrection, riot or of disobedience, acts of the Buyer or a third party, failure or delay in Government or any agency or sub-division thereof, Government regulations, labour disputes, strikes, embargoes, illness, accident, fire, or other acts of God, delay in delivery to the Seller or the Seller's supplier, labour, fuel, raw materials or machinery or technical failure. In any without liability, cancel or vary the terms of contract including, but not the time for performing the contract for a period at least equal to the such causes.</p> <p>ASSIGNMENT</p> <p>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 or guarantee or other term or condition (express or implied) forming part thereof or relating to the goods.</p> <p>HEADINGS</p> <p>The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.</p> <p>SEVERANCE</p> <p>If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.</p> <p>GOVERNING LAW</p> <p>This contract shall be governed and construed in all respects in accordance with the laws of the Republic of Ireland.</p>
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