

TERMS AND CONDITIONS OF SALE

1. Definition "Company" means O.M.C. Technologies Ltd., "Customer" means the person or Company.
 - (a) These Conditions constitute the only terms of the contract between the Company and the Customer, irrespective of any prior correspondence or dealings or any conditions appear on or forming part of the Customers order
 - (b) The acceptance by the Company of all orders placed by the Customer is subject to these conditions and no variations of or addition to these Conditions may be made unless confirmed in writing by the Company
 - (c) No Contract will be concluded between the Company and the Customer until the Company has despatched its written acceptance of the Customer's order and has approved and not withdrawn approval of the Customer's credit
2. All tenders and quotations by the Company are made subject to contract and may be altered or withdrawn without notice
3. The purchase price for the goods will be set out in the Company's invoice as the price ruling at the date of delivery notwithstanding anything contained in any tender or quotation
4. Terms of Payment
 - (a) For goods to be delivered within the home market payment of the purchase price is due within 30 days after the date of the Company's invoice
 - (b) For goods to be delivered elsewhere payment is due in the agreed Currency against shipping documents in Dublin
 - (c) Interest at One Per Cent per calendar month is chargeable on all overdue accounts
5. The purchase price will be payable by the Customer in strict accordance with these Conditions notwithstanding any delay in delivery or performance under the Contract or by any adjustments or corrections of detects which may be required to the goods
6. Packing cases (where charged and returnable) will be credited in full if returned to the Company in proper condition carriage paid, within three months of the date of despatch from the Company's premises.
7. (a) The Company selects materials with due regard to their suitability for processing only in those cases where particulars of such process have been communicated to the Company by the Customer in writing in advance provided that: In the case of materials, parts or components not manufactured by the Company, the liability of the Company to the Customer is limited to the benefit of any guarantee given by the manufacturer in respect thereof, insofar as such benefit may be transmitted to the Customer.
 - (b) Where the Customer's own material the Company accepts no responsibility for any damage errors or detects which may occur in executing the Contract. The Company will not accept return of goods made to the Customer's own specification.
8. The Company guarantees the goods for a period of 2 months against visible detects in workmanship provided that:-
 - (a) The liability of the Company to the Customer under these conditions or otherwise however in respect of, or in connection with the goods will be restricted to the replacement of the goods or a refund of their purchase price (as the Company may at its own option decide)
 - (b) Written notice of the complaint is received by the Company within seven days of despatch of the goods from the Company's premises.
 - (c) The part of parts of the goods complained of are returned at the Customer risk suitably packed or bundled carriage paid to the Company.
 - (d) The defect has not been caused by carelessness or improper treatment after despatch from the company's premises.
 - (e) The Customer will be liable for the cost of removal and refitting of all defective parts.
 - (f) The Company will not be liable for any consequential loss or damage arising out of any defects of any goods or parts including but without prejudice to the generality of the foregoing, the loss of the use of any goods and any charges incurred by the Customer in rectifying defects and
 - (g) Save as expressly provided in this condition and in condition 7(a) above all warranties, conditions and representations whether express or implied by statute or at Common Law and whether collateral to the Contract or otherwise are hereby excluded.
9. Where the Company provides any labour at the Customer's premises the Customers shall indemnify the Company against the consequences of any defect or unsuitability of any tackle, plant, apparatus, provided by the customer and against any claims by third parties at Common Law or Statute.
10. Erection:-

Where the Contract includes for erection by the Company the price quoted is based on the understanding that the Company will have full access to the site and that only normal hours will be worked. If overtime is worked to overcome delays for which the Company are not responsible, the extra cost will be added to the Contract price. If the site where the equipment is to be installed is not cleared and ready or if it is not readily accessible to normal transport, an extra charge above the price quoted will be made by the Company, or the Company may in such cases cancel any order. If the Customer refuses, or is unable to accept any consignment at the time of delivery and an additional journey has to be made, the Company reserve the right to charge the purchaser with the extra cost of doing so.

We do not include the following our Quotations:

 - (a) Any builder's work, foundations or structural alterations of any kind, plumbing work and materials for water connections to and from the Plant and electrical work and materials other than specified
 - (b) Any rough labour, lifting tackle or scaffolding for off loading and placing in store and in position, lifting tackle and scaffolding are to be supplied and erected free of charge to the Company.
 - (c) Costs of lighting power, heat and water required during the erection and testing of the plant at the Customer's premises.
 - (d) Any insurance or other charges payable relative to the above.

Contracts including a special written condition as to the time within delivery erection and completion of any works is to be effected, is subject to the provision that the Company shall be in no way obstructed in its work by insufficiently advanced work of other trades or parties engaged upon the same installation, such work to be finished early enough to allow sufficient time for completion of the Companies work. Delay caused in this way relieve the Company from all liability under such special written condition.
11. (a) Delivery will be made pursuant to the following conditions:

Delivery is deemed effected:

 - (i) If the Customer is to collect the goods himself as soon as they are ready for despatch and the Customer has been notified and
 - (ii) In any other case as soon as the goods are despatched from the Company's premises
- (b) Each part delivery or instalment of the goods shall be deemed to be sold under a separate contract and no default by the Company in respect of any part delivery or instalment will entitle the Customer to refuse or accept any other part delivered or instalment.
- (c) Times or dates for delivery are commercial estimates only and are not contractual obligations of the Company. The Company will make every endeavour to deliver or perform by the time or date given but will not accept cancellation or be liable for loss claimed to have arisen from delay.
12. (a) The property in the goods shall not pass to the Buyer and the Buyer shall keep the goods as bailee and trustee for the Company (returning the same to the Company upon request) until the price of the goods shall have been wholly paid and until any other sums whatsoever which are due from the Buyer to the Company whether under this contract or howsoever otherwise shall have been paid in full without any reduction or deferment on account of any dispute or cross-claim whatsoever
- (b) If the Buyer:-
 - (i) manufactures another article or articles from the goods with or without the addition of other materials and, or
 - (ii) mixes the goods in any way whatsoever with other materials and/or
 - (iii) Incorporates the goods into any other article as a component part.

the property in the products of such manufacture mixing or incorporation (hereinafter referred as "the Products") shall be transferred to the Company at the time of such manufacture, mixing or incorporation. The Buyer shall keep the Products as bailee and trustee for the Company until the Buyer has paid to the Company any sums due to the Company whether under this contract or howsoever otherwise in full and without any reduction or deferment on account of any dispute
- (c) Notwithstanding sub-clause (a) and (2) hereof the Buyer shall be entitled to see the goods or the Products to third parties in the normal course of his business and to deliver them to such third parties but the proceeds of any such sale shall whenever any sum whatsoever is due from the Buyer to the Company whether under this contract or howsoever otherwise be held on trust for the Company and on such sale and/or delivery the Buyer. In any case where the price of the goods sold has not been paid in full to the Company, the Buyer is hereby deemed to assign to the Company absolutely (and the Company hereby accepts such assignment) the benefit of any claim which the Buyer has against any such third party arising from such sale and or delivery.
- (d) In the event of the Buyer becoming insolvent and a Receiver or Liquidator being appointed, such Receiver of Liquidator shall pay into a separate bank account any sums received from third parties in respect of sales to them of goods or products by the Buyer, up to the amount of any indebtedness of the Buyer to the Company for the sole benefit of the Company
13. If the Customer refuses to accept any delivery tendered in accordance with these Conditions or fails to make any payments provided in any Contract with the Company, the total price for goods to be delivered under any such Contract will become immediately due and payable and the Company will in addition have the right to suspend performance of any contractual obligation to the Customer until payment has been received by the Company in full, including interest (if any)
14. Any dispute or difference arising out of, or in connection with this Contract shall be determined by an Arbitrator who shall in default of agreement as to such Arbitrator be appointed on the application of either party by the President or Senior Officer for the time being of the Institute of Civil Engineers of Ireland and every such Arbitration shall be subject to the provisions of the Arbitration Act 1954.
15. Insurance:

The Purchasers shall insure all machinery included in this tender or delivery, as the same notwithstanding our property herein is at the Purchaser's risk.
16. Extra Costs:

Should the Company incur extra cost owing to suspension of the work by the Purchaser's instruction, interruptions, delays, unusual hours, mistakes or work for which the Company are not responsible, or a state of war or civil strike, such extra costs, as well as the cost incurred by keeping any one of the Companies employees on the site after completion of order, or retrospectively after completion of order, entitles the Company to charge Purchaser with proportionate increases on Contract price, even though settlement of account may have taken place.
17. Price Variation:

The prices quoted are based upon the rates of wages and costs of materials, transport, insurance and overhead charges prevailing at the date of the tender. Should there be any increase or decreases in these costs or in the prices the Company is called upon to pay its sub-contractors before the contract is completed, the price shall be increased or reduced as necessary to cover the actual increase or reduction in the cost of executing the Contract.

The amount of any present or future sales, purchases, services, exercise or any other tax whatsoever which the Company shall be liable for, either on its own behalf or on behalf of the purchaser or otherwise by this contract, shall be in addition to the price contained herein and be paid for by the purchaser.

Any price quotes in the Companies catalogues and publications are subject to alteration or withdrawal without notice
18. Currency Clause:

The company reserves the right to adjust the customer's quoted and or invoiced prices for goods and materials purchased in currency, other than euro.
19. Returned Goods:

Any goods returned Carriage paid by customers, will it accepted be credited, less minimum charge of 10% to cover handling and expenses.
20. No liability shall attach to the Company in respect of any personal injury, loss or damage incurred by the customer or any third party in the installation maintenance and usage of the goods. It is recommended that the customer seek specialist advice and instruction in relation to all electrical or gas installation, work maintenance and usage".
21. The Company does not carry goods in transit insurance and accordingly insurance for theft, damage or other action shall be the sole responsibility of the customer in respect of any goods in transit or at the company's premises.