

## **TERMS AND CONDITIONS OF SALE**

All orders are accepted subject to the under-mentioned terms and conditions, which cannot be adjusted other than with the express written consent of Soprema

Limited. ("the Company"). These terms and conditions alone shall apply to the sale of the Company's goods. Any terms and conditions contained or referred to in the customer's order are not accepted by Soprema.

### **1. Prices and Quotations**

Prices quoted in the published Price List and separate Quotations are based on the prices ruling at that time. All orders are accepted on the understanding that goods will be invoiced at prices ruling at the date of dispatch plus the appropriate amount of VAT. Prices given are ex-warehouse. Carriage is charged on all deliveries of less than €4,000.00 excluding VAT.

### **2. Settlement Terms**

Payment of invoices is on a net monthly basis unless previously agreed. It is expected that credit account limits and payment terms will be upheld in accordance with credit approval terms, should this not be the case, Soprema reserves the right to suspend or remove credit facilities. There is no right of set off against monies owed to the Company and payment cannot be withheld because of any dispute or claim by the customer. Whatever means of payment used, payment is not deemed affected until the Company's account has been fully and irrevocably credited.

### **3. Orders**

All orders shall be in writing and when ordering goods and the description given in the Company's Price List should be used. The order should contain the customer's name, full postal address and a valid purchase order number, together with clear delivery instructions and address. The Company cannot accept the return of goods correctly supplied against orders.

### **4. Liability**

Except to the extent of replacing free-of-charge goods supplied to the customer which are defective in material or workmanship, the Company hereby excludes (but only to the extent permitted by the law) any loss or damage howsoever caused whether consequential or otherwise suffered directly or indirectly by a customer in connection with goods supplied by the Company.

### **5. Delays in Delivery**

Estimates of dates of delivery or for collection by the customer are made in good faith but the Company cannot guarantee that the goods will be ready for delivery or collection on any specific date. When goods are not delivered or ready for collection by the customer by a specified date this cannot be accepted as a reason for cancellation of any order or the refusal to accept delivery or form the basis of a claim for damages against the Company.

### **6. Reservation of Ownership**

Equitable and beneficial ownership shall remain with the Company until all sums owing to the Company on any account whatsoever have been received by the Company.

### **7. Risks**

Goods supplied hereunder shall be at the customer's risk from the time when they are delivered to the customer's premises or other delivery point or have been collected by the customer.

### **8. Loss or Damage in Transit where Delivery is made by the Company**

Goods should be examined on arrival and any damage or shortage recorded on the receipt given to the carrier. Both the Company and the carrier must be advised of such damage or shortage in writing before the expiry of 2 days after arrival of the goods. Damaged goods must not be used in part or whole but must be retained by the customer pending the Company's instructions for disposal. Failure of arrival of goods within 3 days of advised dispatch date must be notified immediately to the Company in writing.

### **9. Force Majeure**

The Company shall not be liable for any loss or damage suffered by a customer where such loss or damage arises in circumstances outside the reasonable control of the Company including (but not limited to) raw material from normal sources, Government restrictions and controls, strikes and lockouts.

### **10. Demurrage**

The customer shall reimburse the Company upon demand any storage demurrage or any other charges relating directly or indirectly to carriage of the goods and/or the carrier thereof and payable by the Company whether in respect of the period before or after the delivery of the goods.

### **11. Delivery Terms**

Please allow 5 working days for large quantities by lorry. Should special vehicles or specific delivery dates and times be required, please contact the sales office for details of the costs which may be incurred. We are unable to accept any charges for late or non-arrival of material. We cannot accept the return of goods which have been correctly supplied against orders. Where special dispensation is given, all materials must be returned in the same condition as when delivered. A re-stocking fee of 25% will be charged dependant upon size of re-stock and condition of returned material. With the exception of delivery times for insulation, which may vary, we will endeavour to deliver orders placed before 12 noon within 2 working days provided the product is in stock. Any order received after this time will be considered as the next day's business. All goods must be unloaded within 2.5 hours of arriving on-site and any period longer than this will be subject to additional standing charges. All timed deliveries are limited to AM or PM time slots and require a minimum of 1 additional day to the standard delivery time.

### **12. Availability**

Materials are normally available ex-stock. Non-stock items will be available in our warehouse on an agreed delivery schedule upon receipt of purchase order.

### **13. Delivery terms**

The customer is responsible for offloading the goods on delivery and for all loss or damage to the goods during the course of such unloading.

### **14. Delivery charges**

All orders under €4,000.00 will be charged at a rate of €70.00 per pallet in Dublin and €80.00 per pallet outside Dublin, based on a standard 1x1m pallet. All orders over €4,000.00 will benefit from free delivery, excluding rates for specialist vehicles and pallets. If your delivery is not made due to incorrect site restrictions given on your order, you will be charged the cost of returning goods to the Soprema warehouse and redelivery. Orders that require a morning or timed delivery will incur additional charges to be calculated by Soprema per delivery. A delivery charge at the standard pallet rate will be made where part orders are delivered elsewhere. There is also an extra charge for Hazardous material of €50.00 per delivery.

### **15. Collections**

Goods can be collected at our premises above between the hours of 08:00 and 16:00 Monday to Friday excluding public holidays.

### **16. Severance**

In the event of any of these conditions being invalid, illegal, un-enforceable or void for any reason whatsoever, should condition shall be deemed to be severable from the remaining conditions which shall continue in full force and effect.

### **17. Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with Irish law and the parties agree that the Irish Court shall have exclusive jurisdiction