



A B B E Y W O O D S
D U B L I N • C O R K • S L I G O

We wish to apply to open a credit account. Estimated credit required €

Please give full name and address of your company below: If subsidiary or part of group state.

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Company Reg. No..... Reg Office address

Accounts Contacts:

Purchasing Contact:

Telephone No:

Fax No:

Bank Account details for account purposes only.

Name of Bank:

How long Trading:

Name of person to contact in bank for reference:

Name and address of two Independent Firms with whom you already have credit accounts but with whom you have no other association.

Name: Name:

Address: Address:

.....

Fax No: Fax No:

We confirm that the above information is correct and agree that all transactions will be in accordance with the standard Terms and Conditions of Sale for Abbey Wood Agencies Ltd. as shown on reverse

Signed: Signed:

ABBEY WOODS AGENCIES LIMITED
T/A ABBEY WOODS ('the company')
TERMS AND CONDITIONS OF SALE

1. GENERAL

- (a) These Terms and Conditions apply to all sales by the Company and no variation shall have effect unless expressly agreed in writing by the Company.
- (b) Any tender or quotation by the Company is an invitation for an order subject to these Terms and Conditions and no contract will result until the Company has confirmed such order in writing.
- (c) The buyer must satisfy himself before the Contract that the goods purchased are satisfactory for their requirements. The Company does not warrant that the goods which it supplies are fit for any particular purpose and the use of such goods by the buyer shall be a matter for the buyer or any subsequent purchasers, provided that nothing herein excludes any statutory rights which the buyer enjoys save to the extent permitted by law.

2. RETENTION OF TITLE

- (a) The property in all and any goods supplied by the Company shall remain in the Company until the Company has received payment in full for all sums due and owing on any account by buyer.
- (b) In the event of the Buyer using goods supplied by the Company to make any particular item or product, alteration to the goods supplied by the Buyer shall not prejudice the Buyer's title in accordance with clause 2 (a) hereof.
- (c) In the event of the Buyer having worked on the Company's goods mixing these goods with any other goods supplied by any other supplier the provisions of Clause 2(a) shall apply and the Company is authorised to dismantle any end product or item removing therefrom any goods which it supplied notwithstanding that such goods have been incorporated by the Buyer into any product or item. The Company shall under no circumstances be liable in any way for any damage caused to any of the Buyer's product as a result of such removal.
- (d) In the event of the Buyer arranging with any third party that such third party shall manufacture any product or item with the Buyer's goods on the buyer's behalf, the Company's claim shall not be prejudiced by any such agreement and the Company's claim provided for in Clause 2(a) hereof shall extend to such goods, notwithstanding that work thereon has been carried out by a party other than the buyer.

3. DELIVERIES

- (a) The company will use its best endeavours to deliver goods by the dates specified (if any) in the Order/Contract but shall be under no legal obligation to do so and in no circumstances will the Company be liable for delay or any loss or damage whatsoever caused directly or indirectly by any delay in the delivery of the goods. The buyer undertakes despite delay to accept the goods on delivery by the Company.
- (b) The Company reserves the right to deliver the goods by installments and failure of any delivery or defect in the contents thereof shall not entitle the Buyer to refuse any delivery.

4. TERMS OF PAYMENT

- (a) All sums due and owing to the Company shall become payable on receipt by the buyer of an invoice from the Company, unless agreed in writing.
- (b) In the event of the Company agreement to credit terms other than

payment upon receipt of invoice, such credit terms may be revoked or cancelled by the Company by written notice to the Buyer and in the event that they were revoked the amount due shall be payable on receipt of any such notice from the Company to the Buyer.

- (c) The Buyer shall pay to the Company interest on overdue payments calculated at the rate of 7.00% above ECB Rate per month or any part thereof. Such interest shall be payable on demand and may be charged and added to the balance of overdue payments.
- (d) In the event of the Company accepting a bill of exchange for goods supplied by the Company, the bill of exchange must be returned within fourteen days from the end of the period to which the bill of exchange applies. In the event of the bill of exchange not being returned with the said fourteen day period the full account becomes payable on demand.

5. CLAIMS BY THE BUYER

- (a) The Company shall not be liable for non-shipment, non-delivery, damage or delay arising from circumstances beyond the Company's control.
- (b) Notice of any claims arising out of or in connection with any delivery must be given in writing to the Company within seven working days from the date when the goods were collected or delivered failing which all claims shall be deemed to be waived and absolutely barred.
- (c) The Company's Liability to any claim, whether in Contracts, tort or otherwise for any loss or damage arising out of or in connection with 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 of the goods which would give rise to the claim plus expenses of customs, taxes, freight and insurance. In no event shall the Company 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 Company or affect or diminish any disclaimer or liability elsewhere or contained herein.
- (d) Except as is expressly stated above, all other warranties, conditions and representations, expressed or implied, statutory rights or otherwise in relation to the quality or fitness for any particular purpose of the goods are hereby excluded and the Company 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 the 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 or a fundamental term of the contract. Provided that nothing herein excludes any statutory rights which the Buyer enjoys save to the extent permitted by Law.
- (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 Company shall have failed to rectify such alleged default within thirty days of written notice specifying the default.
- (f) No claim for shortage will be considered unless the Company has been advised of such shortage immediately upon delivery.

6. GOVERNING LAW

- (a) This contract shall be governed and construed in accordance with the Laws of the Republic of Ireland.