

Dated 01st August 2006

(1) PVC Fabrications(sales) Ltd "Seller"  
(2) "Buyer"

## STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

### 1. Definitions and Interpretations

#### 1. In these Conditions:-

##### Business Day

means any day other than a Saturday, Sunday or bank holiday in Ireland;

##### Buyer

means the person who accepts a quotation or offer of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller;

##### Conditions

means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

##### Contract

means the contract for the purchase and sale of the Goods under these Conditions;

##### Delivery Date

means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;

##### Goods

means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;

##### Month

means a calendar month;

##### Seller

PVC Fabrications (sales) Ltd

##### Writing

means any communication effected by facsimile transmission or any comparable means.

- Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Application of Conditions

- The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

### 3. Incoterms

- In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

### 4. Basis of Sale

- The Seller's employees or agents are not authorised to make any representations or claims concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods that are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller. No contract for the sale of Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods; or has accepted an order placed by the Buyer, by whichever is the earlier of:-
  - the Seller's written acceptance;
  - delivery of the Goods; or
  - the Seller's invoice.
- Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 5. Orders and Specifications

- No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by an authorised representative of the Seller.
- The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if received by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and the contents shall not be binding on the Seller.
- The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- All quotations and undertakings form our servants representatives or agents, re invitations to treat only and are not binding unless expressly stated in writing.
- All specifications drawings and particulars are approximate only
- All goods or works produced in an experimental way at the buyers request will be considered an order and charged for.

### 6. Price of the Goods

- The price of the Goods shall be the price listed in the Seller's published price list current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.
- Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 Days only or such other time as the Seller may specify.
- The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.
- The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned at the Buyer's expense undamaged to the Seller.

### 7. Terms of Payment

- Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the net sum due the goods on or at any time after despatch of the Goods.
- Invoices are based on the quantity and condition of goods and at weights established by the Seller when the Goods leave the Seller's factory or warehouse.
- The Buyer shall pay the price of the Goods on the payment date stated in the Contract or if no express provision for the time of payment is contained in the Contract within 30 Days after the date of invoice notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request. Late payment penalties will be in accordance with current EU legislation requirements.
- All payments shall be made to the Seller in the currency of the price stated in the Contract at its office as indicated on the form of acceptance or invoice issued by the Seller without any deduction credit or set off whatsoever.
- The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller; if at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event the Buyer shall be required to give security deposits in respect of goods already shipped and no further goods will be delivered to the Buyer other than against cash payment and notwithstanding any payment terms contained in the Contract all amounts owing to the Buyer to the Seller shall be immediately payable in cash.

### 8. Delivery

- Delivery of the Goods shall take place and risk in the Goods will pass in accordance with Incoterms, where applicable, otherwise delivery of the Goods shall be made by the Seller tendering bills or other appropriate documents of landing or by delivering the Goods to the place specified in the Buyers orders and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or if no place of delivery is so specified by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection. Goods despatched by post/courier will be delivered when the Goods are accepted by the third party in Ireland.
- The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer. If the Seller delivers the Goods at any time after the Delivery Date the Seller shall have no liability in respect of such late delivery.
- Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Clause 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.