



Terms and Conditions of Sale

1. DEFINITIONS

In these conditions:

"Seller" means ECC CN.

"Buyer" means the persons, firms or companies purchasing the Goods.

"The Goods" means Goods or materials supplied by Seller to Buyer.

"Supplier" means any persons, firms or companies by whom the Seller has been supplied with the Goods.

"Contract" means the contract for the purchase and sale of The Goods.

2. FORMATION OF CONTRACT

Seller contracts on the terms and conditions contained herein and on the reverse (together "these conditions") only and acceptance by Seller of any order from Buyer shall be upon such conditions subject only to any variation agreed in writing by an authorised representative of Seller. The signing by Seller of any of Buyer's documentation shall not imply any modification of these conditions. Buyer acknowledges that there are no representations outside of these terms which have induced him to enter into contract.

3. DELIVERY AND PRICE

(1) Sales shall be subject to shipment and safe arrival. Any time or date specified by Seller is given and intended as an estimate only and Seller shall not be liable for any direct or indirect loss, damage or expense however arising from delay in delivery save as may otherwise be required by law or statute.

(2) Seller may deliver by instalments and each delivery shall be treated as a separate contract. Buyer shall accept delivery of The Goods when offered and shall provide such instructions as necessary to carry out such delivery. In the case of Buyers default, Seller may demand payment for the Goods which shall become due immediately in full or, without prejudice to the foregoing, Seller may cancel the delivery and take such steps as it considers necessary to sell or otherwise dispose of The Goods. Any costs, loss of profit or other loss or damage incurred as a result of such action or delay shall be for Buyers account.

(3) Seller may at any time before delivery adjust the price to reflect the increase in any cost of supply or shipment of The Goods in accordance with clause 14.

(4) Seller may decline delivery if it believes it is unsafe, unlawful or unreasonable to do so, or the premises or access is unsuitable for the Seller's or its agent's vehicle, and the parties agree to make alternative delivery arrangements within a reasonable period of time without the Buyer having any remedy for late delivery against the Seller, as time for delivery shall not be of the essence.

4. PAYMENT

(1) Payment should be made in cleared funds payable on receipt of pro-forma invoice unless the Buyer has been granted an approved credit facility, in which case, payment must be made no later than the due date of the invoice unless otherwise agreed by the Seller in writing. The time of payment of the sums due shall be of the essence of the contract.

(2) If payment terms quote a discount for prompt settlement, discount will only apply when specific terms are adhered to, and in default The Goods are sold strictly net.

(3) Payment shall be applied to invoices in the order in which they fall due for payment and, in the event that two or more invoices fall due for payment on the same date, in the order in which they were issued.

(4) Buyer shall not be entitled by reason of any dispute with Seller under any contract to withhold payment of any amount due to Seller hereunder or to set off against any such amount or payment any cross-claim of any kind.

(5) If Buyer defaults in payment under this contract or in respect of any other debt or obligation due to Seller under these conditions or in the event that Buyer, being a natural person, shall die or become bankrupt or being a company, shall enter into liquidation or have a receiver and/or administrator appointed of is undertaking, property or assets or any part thereof or shall enter or offer to enter into any agreement or composition with his or its creditors, or in the event that anything similar or analogues to any of the foregoing shall occur under the laws of any jurisdiction in which Buyer is incorporated, resident or carries on business or if for any other reason Buyer shall appear to become uncreditworthy in the opinion of Seller, then payment for all the Goods invoiced or dispatched by Seller shall become immediately due for settlement. In addition Seller may demand full or partial payment before proceeding further with any contract, or suspend or cancel further deliveries without prejudice to any other right of Seller.

(6) Any costs, loss of profit or other loss or damage incurred by Seller as the result of delay, suspension or cancellation pursuant to this Clause 4 shall be for the account of Buyer.

(7) Failure to pay by the agreed payment date entitles the Seller to:

- I. suspend any pending or further deliveries and/or contracts;
- II. withdraw any pricing discounts;
- III. withdraw or reduce any and all credit facilities in place, and bring forward the date of payment due on other Goods;
- IV. pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the European Communities (Late Payment in

Commercial Transactions) Regulations 2012, 2013, 2014 and 2016, in the case of goods supplied to Buyers in England, Wales and Northern Ireland (and the equivalent legislation in Scotland) and the Prompt Payment of Accounts Act, 1997 as amended by the European Communities (Late Payment in Commercial Transactions) Regulations 2012, 2013, 2014 and 2016 and the Statutory instrument 580 of 2012, in the case of goods supplied to Buyers in the Republic of Ireland, charge the buyer interest on the amount unpaid at the rate of eight per cent per annum above the base rate from time to time of the Bank of England or in the case of the Republic of Ireland eight per cent per annum above the main refinancing rate from time to time of the European Central Bank, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

(8) The Buyer agrees to indemnify the Seller in full and hold it harmless from all expenses and liabilities the Seller may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by the Seller as a consequence of its failure to comply with its payment obligations.

(9) Despite as provided under retention of clause 6 below, the Seller has the absolute right to take legal action to recover the price of the Goods if not paid by the due date where the date of payment has been brought forward.

5. VAT AND INTEREST

All prices quoted specifically are exclusive of Value Added Tax where applicable.

6. RETENTION OF TITLE

The Buyer must properly store, protect and insure the Goods and ensure they are identifiable as the Seller's property and the Buyer must not use the Goods in a manner that is contrary to the instructions of the Seller. The Buyer is permitted to use the Goods in the ordinary course of the Buyer's business, unless and until the Seller revokes the right verbally or in writing, or the Buyer becomes insolvent.

The Buyer must inform the Seller in writing immediately if becomes insolvent or it is aware of such an event. Where the Buyer receives payment for the Goods from a third party and the Seller remains unpaid such proceeds of sale must be held on trust in a separate bank account for the benefit of the Seller payable to it upon request.

- I. Notwithstanding delivery or passing of risk in The Goods, property in and title to The Goods shall remain with Seller until Buyer has made full payment in cleared funds of all sums owing, including VAT and any interest which may have become due, to Seller whether arising under the contract for the Goods or any other contract between the parties for the sale and purchase of other Goods.
- II. Pending full payment as set out in (I) above, Buyer shall separately identify the Goods supplied by Seller and keep them free from any lien, security, charge or encumbrance and shall not process the Goods nor use them in any manufacturing operation nor deal with nor dispose of the Goods, or interest therein.
- III. In the event of any default in payment or any other event as provided for under these conditions, Seller shall be entitled to enter the Buyers premises, or any third party where the goods are stored or reasonably believed to be stored, without notice to repossess and remove the Goods. Buyer shall pay to the Seller the cost of removal and transport of The Goods or any part thereof.
- IV. If Buyer ceases or threatens to cease to carry on business or becomes apparently insolvent or compounds with its creditors or has a liquidator, receiver, administrative receiver, administrator or judicial factor appointed over all or any of its assets prior to property in or title to any of The Goods passing, Buyers right to re-sell or otherwise deal in The Goods shall automatically terminate and Seller shall be entitled, to exercise its rights under Section 6 (iii) above, to repossess any of the Goods in respect of which title has not passed as aforesaid.
- V. Recovery of The Goods in accordance with the provisions of this Clause 6 shall not of itself discharge Buyer's liability in respect of the Goods, and such action shall be without prejudice to Seller's other rights under the contract or otherwise.
- VI. Nothing hereon contained shall constitute Buyer as the agent of Seller for the purpose of any such sale as aforesaid.
- VII. The Goods shall be at the risk of Buyer from the time they are ready for collection by or delivered to it and the Buyer shall insure The Goods for an amount no less than the invoiced price of the Goods.

Notwithstanding any of the other provisions of the conditions, Seller may at its sole discretion and at any time by notice in writing to Buyer transfer the property in The Good to it.

The contract between Buyer and Seller for The Goods shall be governed by and



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interpreted according to the law of The Republic of Ireland.

7. CLAIMS

Any claims by Buyer in respect of error in quantity of the Goods delivered, or in relation to damage to the Goods or otherwise, must be made in writing to Seller within seven days of receipt of The Goods. Failure to make such claim within the time limit specified shall constitute acceptance of all The Goods delivered and waiver by Buyer of all claims relating to The Goods of any kind whatsoever. Buyer's claims will only be investigated, in accordance with normal trade practice, once payment in full for The Goods has been made.

8. VARIATIONS IN QUANTITY

Seller may at its option deliver a margin of 15% more or less than amount stated. Delivery of more or less than the quantity of Goods contracted, allowing for the margin referred to, shall not entitle Buyer to reject the whole consignment, nor will this be construed on Seller's reputation.

9. RETURN OF GOODS

(1) Seller may accept the return of Goods from the Buyer only:

- I. by prior arrangement (to be confirmed and accepted in writing by the Seller)
- II. on payment of an agreed handling charge (unless the Goods were defective when delivered) and
- III. where the Goods are as fit for sale on their return as they were on delivery.

(2) Unless otherwise agreed the risk in the Goods remain with the Buyer until physical receipt by the Seller at its nominated premises.

10. SUPPLIERS CONDITIONS

If and to the extent that Supplier validly excludes, restricts or limits its liability to the Seller in respect of The Goods or of any loss or damage arising in connection therewith, the liability of Seller to Buyer in respect of the Goods or any loss or damage arising in connection therewith shall be correspondingly excluded, restricted or limited. Seller will, upon request, supply Buyer with details of any such exclusion or limitation.

11. WARRANTIES

(1) Seller warrants that it has the right to sell The Goods and that so far as Seller is aware they are free from any charge or encumbrance unknown to Buyer, and that they comply with the written terms and descriptions contained in the contract.

(2) In the event of any claim, liability of Seller shall in no circumstances exceed invoice price of the defective pieces.

(3) Unfinished timber is a natural material making variation in such characteristics (without limitation) as texture, colour and grain inevitable. Such natural variations do not constitute defects in the Goods or defective workmanship.

(4) Apart from the warranties set out in this clause and the company's warranty in relation to the Incised Range (see company website for details), and save any which may be implied by law or statute and which by law or statute cannot be excluded, no warranties, conditions, or undertakings of any kind, whether express or implied, statutory or of common law or otherwise, are to be implied in the contract for sale of Goods, and any contractual terms relating to the quality of the Goods, whether express or implied, are warranties only, the breach of which gives no right to reject the Goods or to terminate the contract in any circumstances whatever.

(5) For all other liabilities (with the exception of liability for death or personal injury resulting from negligence) not referred to elsewhere in these terms the Sellers Liability is limited in damages to the price of The Goods.

12. INDEMNITY

Buyer agrees to indemnify Seller against all claims relating to The Goods sold to Buyer by Seller in respect of any loss, damage or expense sustained by any third party other than caused by the negligence of Seller.

13. FORCE MAJEURE

Seller shall bear no liability for loss, damage or delay, however arising, caused in circumstances outside its control, including but not without limitation, act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, orders, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery, or power failure or breakdown in machinery, and may suspend or cancel any contracts or further deliveries as a result, or reallocate its available supply at its discretion between its customer as it thinks fit, without otherwise effecting this contract.

14. PRICE VARIATIONS

If for any reason there is a variation in the cost of The Goods, carriage, freight or any

other charges directly or indirectly, effecting the contract arising from fuel oil, bunker or other surcharges, custom import charges or an increase in any other cost or changes in the exchange rates on which the contract was based, or as a result of variation of contracts which Seller has entered into, to procure the Goods, or as a result of any other unforeseen costs arising from circumstances outside the Sellers control, then Seller may adjust the price of The Goods to the extent required to cover such variations.

15. RISK

As provided herein risk in the property passes on collection and / or delivery and the Buyer must arrange adequate insurance cover for the date of collection and / or delivery.

16. PROCESSING

Any processing to The Goods carried out at the request of the Buyer by a 3rd party shall be carried out at the expense, and at the risk of, Buyer on the standard terms and conditions of the 3rd party.

17. CURRENCY

(1) If contracts are made in a currency other than Euro or a fluctuating price subject to variations in exchange rate, unless previously notified as below, Seller shall purchase currency on Buyer behalf and shall invoice Buyer in euro at rate ruling at time of invoice.

(2) Buyer may in writing either notify Seller that he will pay for the Goods in foreign currency or request Seller to enter into forward contract to purchase currency on his behalf of approximate value of contract and will invoice Buyer in respect of such currency at the rate obtained. Any loss resulting for whatever reason from the subsequent liquidation of currency contracts, swaps, rollovers or additional purchases required to cover exact quantity of The Goods shipped shall be for Buyers account.

18. CONSUMER SALES

Any provision herein set out to the extent to which it would be by virtue of the European Communities (Unfair Terms in Consumer Contracts) (Amendment) Regulations 2013 be of no effect as against a person dealing as a consumer, shall not apply in respect of a sale to a person so dealing.

19. CANCELLATION

The Buyer may not cancel the order unless the Seller agrees in writing which will not be given if the cancellation request is provided after The Goods have been dispatched. The Seller has the discretion to apply an administration charge for up to 5% for any order cancelled and accepted by the Seller.

20. WAIVER AND NON-TRANSFERS

Any waiver of these terms will be binding only when recorded in writing and signed by the Seller. These conditions and each contract are personal to the parties and non-transferable.

21. SEVERABILITY

If any of these conditions are unenforceable as drafted, this will not affect the enforceability of any of the other conditions and if it would be enforceable if amended, it will be treated as so amended.

22. NOTICES

Where the Buyer requires to make written representation to the Seller as provided for under these terms and conditions, correspondences should be sent to the following address: ECC CN, Corr na Mona, Co. Galway, F12F406.

23. DATA PROTECTION (AMENDMENT) ACT 2003

You acknowledge the Seller will share Buyer's personal data as defined by the Data Protection Act 2018 and any equivalent amending legislation and regulation ("Act") with credit reference agencies, credit insurers and other carefully selected third parties ("Third Parties") for the purposes of customer credit management solutions and such other matters as may affect the commercial relationship between Buyer and Seller. Where any personal and / or sensitive personal data, as defined in the Act ("Data"), is passed by Buyer to Seller, the Data will be held securely and in confidence, and will be processed fairly and lawfully in accordance with the Act. The Data may be shared with Third Parties within and outside the European Economic Area. Seller and Third Parties may use the Data passed by Buyer to Seller to contact Buyer by post, telephone, fax, email or via the internet with details of products and services that may be of interest to Buyer, unless Buyer has objected to this in writing to Seller. Buyer can write to Seller's Data Protection Officer for further information on Buyers personal data and / or to notify Seller of any objection to the Data being used for the purposes of keeping Buyer informed of products and services that may be of interest.

24. PROPER LAW AND JURISDICTION

These conditions shall be construed in accordance with the law of the Republic of Ireland and the Irish Courts shall have sole jurisdiction in any dispute relating there to.