



ALPERTON Engineering Ltd.

Moyle Road, Dublin Industrial Estate, Glasnevin, Dublin 11, Ireland

Phone +353 1 8306277 : Fax +353 1 8306458 : info@alperton.ie : www.alperton.com

Terms and Conditions of Sale

- (a) All products and/or components of whatever kind and all services sold by Alperton Engineering Limited (hereinafter called "The Company") shall be sold subject to these conditions of sale and shall hereinafter be referred as "The Goods".
- (b) The buyer of the goods or services shall hereinafter be referred to as "the Purchaser"
- (c) Any terms or conditions in the Purchaser's Order which are inconsistent with these conditions of sale shall not form part of any contract between The Company and the Purchaser unless accepted by The Company in writing.
- (d) No variation of a contract shall bind The Company unless authorized in writing by a Director of The Company.
- (e) It is a governing and precedent condition of this sale and all transactions between The Company and the Purchaser that liability is, in all circumstances limited to the cost of repairing or replacing any goods supplied by The Company and that The Goods remain the property of Alperton Engineering Limited until payment has been made in full.

VALIDITY

- (a) Unless other terms and conditions are expressly accepted by The Company by means of a written amendment to these terms and conditions signed by one of The Company's Directors and referring specifically to the term or condition to be amended, the contract shall be on the terms and conditions set out below and overleaf (hereinafter call "The Contract Terms") to the exclusion of any other terms and conditions whether or not the same are endorsed upon, delivered with or referred to in any purchase order or other document delivered by the Purchaser to The Company. Any reference by The Company to the Purchaser's Order, specification or like document shall not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such Order specification or like document shall have effect to the exclusion or amendment of the Contract Terms. The placing of an order with The Company shall be deemed to be an unconditional acceptance by the Purchaser of these contract terms and conditions.
- (b) Where goods or services are supplied by The Company under a Blanket Order given by the Purchaser or other arrangement whereby deliveries are only made pursuant to Delivery Schedules, Release Authorizations or other instruction given by the Purchaser, then each such Schedule, Authorization or instruction shall be deemed to conclude a separate contract upon the Contract Terms.

GUARANTEE

- (a) Where a guarantee is given by a manufacturer or other supplier of the goods or by a manufacturer or other supplier of a part or component of the goods The Company will pass same to the Purchaser and assist the Purchaser to obtain the benefit of same from such manufacturer or other supplier but to the extent permitted by law The Company shall not be liable on foot of such guarantee. In addition if during the period of 1month from the date of the invoice The Goods supplied by The Company is found by The Company or by The Company's supplier to be defective in material or workmanship under normal use and service and in accordance with the rating or specification on The Company invoice and when properly installed, connected operated or machined, The Company will, free of cost, repair or, if The Company so wish, replace The Goods provided The Goods are returned carriage paid to The Company or to The Company's supplier as soon as possible after discovery of the defect. Any cost or expense incurred by The Company or any other person in dismantling or reassembling The Goods shall be borne by the Purchaser. The Company will not however, be liable to repair or replace Goods if any identification label or serial number thereon has been altered, defaced or removed or if the product has not been properly maintained in accordance with the manufacturers recommended maintenance or storage procedures, or has been subjected to any misuse, unauthorized repair, replacement, modification or alteration.
 - (b) Save as aforesaid, The Company will in no circumstances be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any defect in The Goods or workmanship or any defect in the goods or services supplied or by any negligence on the part of any of The Company's servants and agents or by any other cause whatsoever, and all warranties and conditions expressed or implied, statutory or otherwise are hereby expressly excluded.
 - (c) The Guarantee is not assignable, persons dealing in The Company's goods are in no way The Company's agents and have no right or authority to bind The Company in any way or to assume on The Company's behalf any obligations expressed or implied.
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- (d) The Customer relies solely on its own skill and judgment in determining the suitability of the goods and the Services for any particular purpose
- (e) No recommendation by The Company of any goods or services supplied by any other person shall make The Company in any way liable in respect of such goods or services.

PRICES

The prices and terms applicable are The Company's current ones, and it is a condition of The Company's acceptance of any order that goods may be invoiced by The Company at the prices ruling at date of dispatch, whether in respect of the whole or part of an order. All prices are ex our stores and exclusive of VAT, and same, together with carriage when charged shall be borne by the Purchaser. The company reserve the right to refuse any Purchaser's order or change the pricing of any such order if when reviewed the price has been found to be incorrect.

CARRIAGE AND DELIVERY

No claim for damages or shortages will be considered unless The Company and the carrier are advised in writing within 3 days of delivery and no claim for non-delivery will be considered unless The Company is notified in writing within 10 days of dispatch.

The Company will endeavour to complete the contract or deliver the goods within the time agreed and if no time is agreed within a reasonable time but in no circumstances will The Company be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the contract or the delivery of goods. If for any reason whatsoever the completion of the contract or the delivery of the goods is in The Company's opinion rendered impractical The Company shall be at liberty to terminate the contract by sending by ordinary post, fax, e-mail or by delivering to the Purchaser a notice in writing to that effect. Thereupon the Purchaser will pay to The Company such a sum as will, together with any other sums paid previously in respect of the relevant contract or delivery, bear the same proportion to the contract price (including any variation thereof) as the goods delivered or services supplied bear to the goods or services contracted for.

RISK, ETC.

- (a) The goods shall remain the property of The Company and ownership of the goods shall not pass to the Purchaser until all monies due by the Purchaser to The Company in respect of goods or on any other account whatsoever have been paid in full to The Company.
- (b) The risk in the goods shall pass on delivery to the Purchaser or a carrier whichever is the earlier and the customer will keep in force adequate insurance against all risks, to their full invoiced value noting The Company's interest in the goods on the policy of insurance.
- (c) The price shall become due and payable irrespective of delivery when The Company send an invoice to the Purchaser and unless otherwise stated payment shall be made by the end of the month next following the date of each invoice. All payments are to be made on or before the due date as a condition to future deliveries.

DESIGN ETC.

Where the goods are manufactured to the design or specification of the Purchaser:

- (a) The Purchaser warrants that such goods do not infringe any patent registered design or other like protection or the provisions of any statute statutory instrument or regulation for the time being in force, and the Purchaser will indemnify The Company in full against any and all costs arising from any action or proceedings arising there from.
- (b) The company will have the right to retain any drawings, specifications or other documents supplied by the Purchaser.
- (c) No variation by The Company in the specification or design of the goods shall constitute a breach of contract or impose upon The Company any liability whatsoever.

GENERAL

- (a) The Company carry on business as suppliers of Engineering Products for use in all types of industry both under license and otherwise. If the Purchaser cancels or purports to cancel the order or any part thereof or fails to take delivery of any goods at the time agreed (if any) such cancellation or failure is calculated to cause dislocation to The Company's suppliers production, and the Purchaser shall be liable without prejudice to any of The Company's other rights to claim damages, to indemnify The Company against any loss, damage or claim suffered by The Company resulting from such dislocation



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and against any loss, damage or expense incurred by The Company in connection with the manufacture or non-manufacture of the goods including the payment of license and other fees the cost of any material plant or tools used or intended to be used there for and the cost of labour and other overheads.

- (b) Failure by The Company to enforce any of the Contract Terms shall not be construed as a waiver of any of The Company's rights hereunder.
- (c) This contract shall be construed and operate in accordance with Irish Law and the Purchaser hereby submits to the jurisdiction of the Irish Courts.

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