

INVER BATHROOMS LTD (“The Company”)

CONDITIONS OF SALE

1. These conditions which supersede all earlier terms and conditions shall apply to all sale of goods made by the Company and shall be binding on all sales and no variation shall have affect unless expressly agreed to in writing by the Company.
2. **OWNERSHIP OF GOODS**
 - I. The ownership of all goods sold by the Company to the purchaser shall remain in the Company until all debts due to the Company from the purchaser shall have been discharged in full. The purchaser shall:
 - a. Store the goods so as clearly to show them to be the property of the Company.
 - b. Hold the goods and all monies received from any sub sale thereof as trustee for the Company.
 - c. At the request of the Company furnish the Company with the names and addresses of debtors, sub purchasers and all appropriate particulars thereof, so as to enable the Company to recover sums owing from such sub-purchasers directly.
 - II. The risk in the goods shall pass to the Purchaser at the point of delivery.
 - III. All payments received by the Company shall be first utilised in settlement of accounts, which have been outstanding longest.
3. **RIGHT OF POSSESSION**

The Company shall be entitled to repossess any goods sold to the Purchaser in respect of which payment is overdue and thereafter to resell the same. For this purpose the Purchaser hereby grants an irrevocable right and licence to the Company through its servants and agents with or without vehicles on all or any premises of the Purchaser on which such goods may be stored.
4. **PRICE**

The prices of goods shall be those ruling at the date of delivery.
5. **DELIVERY**

The time, if any, specified for the commencement and completion of the supply and delivery of goods shall be deemed to be variable, if delays are occasioned by force majeure, strikes, lockouts, accidents, or any other cause beyond the Company’s control the Company will not be liable. The Company shall be entitled to make partial deliveries or deliveries by instalments. The signature of any employee of the Customer acknowledging receipt of the goods shall be conclusive evidence of receipt of the goods specified on the relevant delivery docket.
6. **QUALITY OF GOODS**

Goods invoiced or supplied are not tested and no warranty is given nor shall any warranty be implied to the effect that goods supplied are suitable for any specific purpose. The Company’s liability in respect of any defects in goods shall be limited to an amount not exceeding the invoiced price of such goods. No claims in respect of defects shall be considered by the Company unless made within 7 days of the date delivery of the goods concerned.
7. **RETURN OF GOODS**

Goods shall not be returned after delivery without the Company’s prior agreement, and will be subject to 20% restocking charge. Goods which are specifically ordered for the customer are non-returnable.
8. **CONSEQUENTIAL LOSS**

The company shall not be liable for any consequential loss arising from the supply of goods sold, whether the claim is founded in contract or independently of contract.
9. **CLAIMS FOR DAMAGE OR SHORTAGE**

The Company shall not be liable for damage in transit or for shortage unless claims in writing are received within seven days of delivery.
10. **INFRINGEMENT**

The Buyer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of work done or the supply of goods in accordance with the Buyer’s specifications which involves the infringement of any letters patent, registered design, copyright, trademark or trade name or other rights of confidentiality or information or industrial, commercial or intellectual property.
11. **ARBITRATION**

Disputes arising in connection with the supply of goods sold shall be referred to a single arbitrator in accordance with the law in force at the time of reference.
12. **HEADINGS**

The headings to these conditions are for guidance only and shall not be used to assist in the interpretation of their meaning.
13. **GOVERNING LAW**

The law of Ireland shall govern the construction and performance of any contract to which these conditions apply.