

# CONDITIONS OF SALE

- 1 General**  
All contracts entered into between **THE GALGORM GROUP** (comprising Nicholas McKenna T/A McKenna Catering and Galgorm Chemicals T/A Galgorm Hygiene, Galgorm Industrial Estate, Ballymena, Co. Antrim (herein called "the Sellers" and any person, Firm or Company (herein called "the Buyers" purchasing goods from the Sellers shall be subject to the General Terms and Conditions set out below in addition to any special terms which may be incorporated in writing in any particular Contract, and in the case of conflict between such special written Terms and these General Terms and Conditions, the provisions of such special Terms shall having any effect on any Contract to which these Terms and Conditions apply.
- 2 Quotation of Prices**  
Unless otherwise specified by the Sellers in writing, all prices quoted are nett, and unless otherwise stated are exclusive of Value Added Tax, Custom Duties, and Import Levies, or any similar duties or levies. All prices quoted are, unless stated in writing, subject to variation without obligation to give prior notice. Sellers will only maintain prices for goods quoted ex stock, subject to no prior sale. In all other instances prices ruling at date of delivery apply. Prices quoted are for the stipulated quantities only, and do not hold good for lesser quantities. Installation, commissioning or demonstration of Machines are all excluded unless specifically stated otherwise by the Sellers in writing. Retention monies or any similar deductions are also expressly excluded.
- 3 Acceptance of Quotations:**  
No quotation issued by the Sellers is to be treated as an offer by the Sellers but as a basis to treat open for a period not exceeding 30 days from the date of quotation. If an order is placed on the basis of such quotation, such order will be treated as an offer subject to these conditions and shall not be binding upon the Sellers unless, and until accepted by them and confirmed by them in writing.
- 4 Credit Accounts:**  
Use of credit account facilities with the Seller is deemed to be a contractual acceptance of these Terms and Conditions of Sale in general, and the Terms of Payment in particular.
- 5A Payment of Accounts**  
Customers to whom credit facilities have been granted must settle accounts within 30 days from date upon which goods are invoiced. **(Herein after called the due date).** In the event of any account remaining unpaid after its due date for payment, then payment for all goods delivered at any time by the Seller (including goods delivered after those to which the unpaid account relates shall forthwith become due.
- 5B** In the event of Goods not being paid for within the due date the Buyer shall pay interest to the Seller at 2% per month on the outstanding balance from the due date until payment is made in full.
- 5C** The Buyers will pay at the due date to the Sellers all Value Added Tax charged in respect of any sale hereunder.
- 5D** The Buyers will discharge and indemnify the Sellers against any warehousing charges, demurrage or other like cost or expense incurred in relation to any goods sold by the Sellers to the Buyers on which delivery is not accepted when first available.
- 6 Delivery**
  - a** Goods stated as ex stock are subject to prior sale.
  - b** Deliveries stated for goods not in stock are given in good faith based on current knowledge, but are not guaranteed, being outside the Sellers control. The Sellers will use their best endeavours to fulfil delivery dates quoted, promised or requested but shall not be liable to make good any loss or damage, howsoever arising (whether directly or indirectly) out of delay in delivery, nor shall orders be voidable for that reason.
- 7 Cancellations**  
Whilst every effort will be made to meet Buyers individual requirements, amendments or cancellations of any order, or any part thereof, can only be accepted by agreement, should the Seller accept cancellation of an order, or part of an order, it is understood that the Buyer will accept a charge for costs and liabilities incurred by the Seller.
- 8 Returns**  
Goods supplied in accordance with an order cannot be returned without the Sellers written consent. Application for such consent can only be considered within 30 days of invoice, and must be in writing stating date and number of invoice, and reasons for desired return. Duly authorised returns must be sent carriage paid to the Sellers and the Sellers advised in writing, giving authorisation reference. On such return goods will be credited at the Invoiced Price less a 15% Handling Charge
- 9 Damage or Loss In Transit**  
The Sellers will not be liable for any damage or loss in transit unless carried on the Sellers own vehicle. In other instances, any partial loss or damage in transit must be reported to the Carrying Company by the Buyer within 48 hours of receipt of goods. Non receipt of goods must be reported to the Seller within 14 days from notification of despatch or receipt of invoice.
- 10 Descriptive Matter and Illustrations**  
All illustrations, drawings, catalogues and descriptive matter are of a generally informative nature only, and do not form part of the specification or description of the goods except to the extent expressly incorporated in them in writing.
- 11 Instalment Deliveries**  
When the goods are delivered or shipped in lots or by instalment, the contract shall be construed as a separate contract in respect of each lot or instalment, subject to these Terms and Conditions and any special Terms and Conditions incorporated in them in writing.
- 12 Force Majeure**  
In the case of stoppage at the Sellers plant resulting from fire, breakdowns, lockouts, explosions, strikes, force majeure, or any cause outside the control of the Seller, deliveries against any order may be suspended by the Seller for the duration of the stoppage, and the Seller shall be under no liability by any reason of any such suspended deliveries. The Seller shall have the right to deliver to the buyer any portion of any order remaining undelivered as a result of suspension of deliveries as soon as circumstances permit.
- 13 Title to the Goods**
  - a** The property in the goods shall remain vested in the Sellers and shall not pass to the Buyers until the Buyers have made payment in full of the purchase price.
  - b** So long as the property in the goods remains vested in the Sellers, they shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the Buyers.
  - c** Notwithstanding that the property has not passed to the Buyers, the Buyers shall be at liberty to resell the goods but any such resale shall be deemed to be for the account of the Sellers and any proceeds thereof, whether received from the sub-buyer or from any assignee of the debt due from the sub-buyer shall be held by the Buyers on behalf of the Sellers until such time as the purchase price shall have been paid in full.
  - d** If prior to the passing of property therein, the Buyer shall process the goods or mix them with other goods, ownership of such part of the processed or mixed goods as are equivalent to the amount of the purchase price still outstanding shall vest in the Sellers and shall remain so vested until such time as the purchase price is paid in full.
  - e** Notwithstanding the foregoing, the goods are at the entire risk of the Buyers from the time of delivery.
- 14 Fitness for Particular Purpose**  
The Seller shall be deemed not to have knowledge of either the nature of the proposed use or the purpose of the market for which the goods are required unless a specific and detailed statement of the proposed use is submitted in writing by the buyer and a written statement of the suitability of the subject goods for the specified purpose provided by the Seller, and subject to the conditions of use (including operator's expertise) being to the Sellers satisfaction.
- 15 Exclusion of Liability**  
The Sellers shall in no circumstances be liable for consequential losses of any kind arising directly or indirectly from, or in consequence of, a sale of any goods, by the Sellers, or the use of any of the Sellers goods, except in so far as the law expressly forbids the exclusion of liability for a specific condition, guarantee or warranty.
- 16 Purchasers Conditions and Variations**  
Any variations or conditions intended to be set by the Buyer form no part of the contract of sale between the Seller and the Buyer, unless such variations have been agreed in writing by the Seller. None of the Seller's employees or agents has any authority to bind the Seller by an oral agreement at variance with these Conditions of Sale.
- 17 Proper Law**  
These Terms and Conditions and all Contracts to which they apply shall in all respects be governed by and construed in accordance with the law of Northern Ireland and shall be subject to the Jurisdiction of the Northern Ireland Courts.

**Terms - Strictly Net 30 Days**

All Goods are supplied under our standard Conditions of Sale unless changes previously agreed in writing. Ownership of goods supplied shall only pass when payment has been received by us in full and not on delivery of goods. Overdue accounts will be subject to interest at 2% per month.

Trading Name \_\_\_\_\_

Sole Owner

Business Address \_\_\_\_\_

Partnership

\_\_\_\_\_

Limited Company

\_\_\_\_\_

V.A.T. Reg. No: \_\_\_\_\_  
(Republic of Ireland)

Telephone No. \_\_\_\_\_

Bank: \_\_\_\_\_

Name/s of Owner, Partners, Directors

Branch Address: \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Home Address \_\_\_\_\_

Account No. \_\_\_\_\_

\_\_\_\_\_

Account Title \_\_\_\_\_

\_\_\_\_\_

(Authorised Signature) \_\_\_\_\_

I hereby agree that I have read and understood the Terms and Conditions of Sale above. I agree to abide by these terms and conditions. In the case of a Limited Company, this must be signed by a Director or another authorised person.

Position \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Date: \_\_\_\_\_