

Galgorm Group Terms and Conditions

1 GENERAL

All contracts entered into between GALGORM GROUP (comprising Stephen McKenna trading as McKenna Catering and Galgorm Chemicals incorporated in Northern Ireland (NI011216) trading as Galgorm Hygiene and Galgorm Wholesale and Galgorm Group Ireland Limited incorporated in Ireland (Registered No. 628062)), 7 Corbally Road, Ballymena, Co. Antrim, BT42 1JQ and Unit 202 Northwest Business Park, Ballycoolin, Dublin 15, D15P 8CT, (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 apply. Unless otherwise expressly agreed by the Sellers in written, no Terms or Conditions of Sale which are at variance with these Terms and Conditions, or of any special Terms, shall be construed as 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 or goods quoted ex stock, subject to no prior sale. In all other instance 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 then 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.

5 PAYMENT OF ACCOUNTS

- 5.1 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.
- 5.2 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.
- 5.3 The Buyers will pay at the due date to the Sellers all Value Added Tax charged in respect of any sale hereunder.
- 5.4 The Buyers will discharge and indemnify the Sellers against any warehouse 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.
- 5.5 We reserve the right to charge Payment processors fees to the buyers account.

6 DELIVERY

- 6.1 Goods stated as ex stock are subject to prior sale.
- 6.2 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 all reasonable 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.
- 6.3 Receipt and acceptance of goods and services is confirmed by the buyer/buyer's agent when the buyer/buyer's agent applies an electronic signature onto the device presented by the sellers' agent.

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 of 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 invoices, and reasons for desired return. Duty 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 Invoice Price less a 15% Handling Charge. Equipment returns will incur a 25% handling charge and special-order item returns will incur a 50% handling charge.

9 DAMAGE, SHORTAGE ON DELIVERY OR LOSS IN TRANSIT

The Sellers will not be liable for any damage, shortage or loss in transit for goods carried in our own vehicles unless notification is received by the buyer within 24hrs of delivery. In other instances, any partial loss in transit must be reported to the Carrying Company by the Buyer within 24 hours of receipt of goods. Non receipt of goods must be reported to the Seller within 3 days from notification of dispatch 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 INSTALLMENT 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 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 duration of 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. 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

- 13.1 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.
- 13.2 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.
- 13.3 Notwithstanding that the property has not passed to the Buyers, the Buyers may be at liberty to resell the goods but any such re-sale 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 sub-buyer shall be held by the Buyers on behalf of the Sellers until such time as the purchase price shall have been paid for in full .
- 13.4 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.

- 13.5 Notwithstanding the foregoing, the goods are at the entire risk of the Buyers from the time of delivery.

14 FITNESS FOR PARTICULAR PURPOSE

- 14.1 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 operators expertise) being to the Sellers satisfaction.
- 14.2 Some products have manufacturers specifications, brochures and/or safety guides which in each case deal with the correct use and application of the relevant product. Such specifications, brochures and/or safety guides are

produced by the manufacturer and are, to the best of our knowledge, correct at the point at which they were first supplied to us. However, such specifications, brochure and/or safety guides may be subject to change from time to time.

- 14.3 Some products are age-restricted (as indicated when viewing our online shop) and we are prohibited by law from selling these to you unless you are at least 18 years old. Where an age restriction applies, and you place an order, you give us your assurance that you are over 18 years old.

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 CATALOGUE PRICING AND IMAGERY

We reserve the right to change pricing or alter specification due to unforeseen circumstances or supplier increases. Without prior notice we reserve the right to offer an alternative or substitute product where applicable. Catalogue imagery for illustration purposes only. All information is liable to correction. 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.

18 ONLINE DISCOUNT AND PROMOTION CODES

- 18.1 We may offer online promotions and discounts from time to time, with or without a promotion code. Promotions with codes are usually only valid for one transaction and once the code is used it will be deactivated and will be no longer valid.
- 18.2 Promotions cannot be added to an order once you have submitted the order to us, therefore you must ensure that any promotional code is registered before you place an order.
- 18.3 We do not take responsibility for, nor are we obliged to honour, promotion codes or promotions published on third party websites.
- 18.4 We reserve the right to withdraw a promotion or promotional code at any time.

19 CONSUMERS' RIGHT TO RETURN PRODUCTS

- This clause only applies if you are purchasing products as a consumer.
- 19.1. Details of your legal right to cancel under the Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and an explanation of how to exercise it are set out in this clause 19 and are also provided in the dispatch confirmation email.
- 19.2. Except as provided in clause 19.4 you have the right to cancel any order you place with us within 14 days from the date that you (or any person identified by you in your order) receive the products ordered without the need to provide a reason. Outside this 14-day period, you do not have the right to return the products unless they are faulty (in which case clause 8 shall apply) or you have obtained our prior written consent to return the products, (in which case clause 20 shall apply).
- 19.3. Where your order consists of multiple products which are being delivered to you on different days then your right to cancel the order expires 14 days from the date on which you received the last of the products ordered. After this period your right to cancel expires.
- 19.4. Please note this cancellation right does not apply and we do not offer any refunds in respect of:
- 19.4.1 any made-to-measure or custom-made products or products made to your specification or clearly personalised;
- 19.4.2 any products which are liable to deteriorate or expire rapidly;
- 19.4.3 any sealed products which cannot be returned due to health protection or hygiene reasons if they have been opened or unsealed by you; or
- 19.4.4 any products which have been mixed inseparably with other items by you after delivery.
- 19.4.5 any products labelled on the site as 'special order items'
- 19.5. To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period stated above by any of the following methods:

- 19.5.1 by sending an e-mail sales@galgormgroup.com
- 19.5.2 by sending a letter to us by post to Galgorm Group, 7 Corbally Road, Ballymena, Co Antrim, BT42 1JQ
- 19.6. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.
- 19.7. If you cancel a contract where products have been delivered, you must return to us the affected items. Please either:
- 19.7.1 Contact our Telesales department on (028) 2564 3211 within 14 days of the date that you received the products; OR
- 19.7.2 Return the products in person to the same address as above in 19.5.2, again within 14 days from the date you received the products.
- 19.8. We suggest that any product returns are sent by registered post with your local post office or by courier so that you can track the items and that you always retain evidence of posting and the tracking number until the purchase price has been refunded.
- 19.9. You are liable for paying any return delivery costs unless you are returning the products because they are faulty.

REFUNDS

- 19.10. If you cancel your order in accordance with clause 19 of these terms and conditions, you will receive a full refund of the price you paid for the products and any standard delivery charges you paid except in the circumstances described in clause 19.11. Please note that we are not obliged to refund any supplementary costs paid by you if you chose a type of delivery other than the least expensive type of standard delivery offered by us.
- 19.11. You have a legal obligation to take reasonable care of the items while they are in your possession and are responsible for the risk of damage during transport. If on inspection of the returned products we believe that they have been damaged or their value have been diminished as a result of your handling of the products beyond what would have been necessary to establish the nature, characteristics and functioning of the products or if the products have been damaged in transit then we may deduct an amount equal to the damage or diminishment in value from the refund owed to you.
- 19.12. We will process the refund due to you as soon as possible and, in any case, no later than:
- 19.12.1 14 days after the day we receive the returned items from you; or
- 19.12.2 if earlier, 14 days after the day you provide us with evidence that you have returned the items; or
- 19.12.3 if you are not yet in receipt of the items, 14 days after the date on which you have informed us that you wish to cancel.
- 19.13. We will make the refund using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. In any event, you will not be charged by us as a result of the reimbursement.

20 OTHER CONSUMERS' RETURNS

This clause only applies if you are purchasing products as a consumer.

- 20.1 If you wish to cancel a contract or return products after the expiry of the cancellation period in clause 19 (see clauses 19.2 and 19.3) you can only do so with our consent. Where we consent to you cancelling and returning products to us, you must:
- 20.1.1 ensure that the products which are sent back to us are in good condition; and
- 20.1.2 pay an administrative handling charge for the return which charge shall be a sum equal to 15% of the invoice value of the products being returned.
- 20.1.3 This excludes any items labelled as 'special order items'

21 CONSUMERS' LEGAL RIGHTS

- 21.1 If you are purchasing products as a consumer, we are legally required to supply products which conform to our contract with you. As a consumer you will always have legal rights in relation to products that are faulty or not as described. These legal rights are not affected by the returns policy in these terms and conditions. Further advice can be obtained from your local Citizens' Advice Bureau.

22 RESPONSIBILITY FOR AND OWNERSHIP OF THE PRODUCTS FOR CONSUMERS

This clause only applies if you are purchasing products as a consumer.

- 22.1 You are responsible for loss or damage to products you have ordered on delivery of those products to the delivery address you gave us.

- 22.2 However, you will not own the products until we have received your payment in full for the products, including all applicable delivery charges and full payment of all other amounts owed by you to us in respect of any other orders for products between you and us.

23 OUR LIABILITY IF YOU ARE A CONSUMER

This clause only applies if you are purchasing products as a consumer.

- 23.1 We are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time, we accepted your order.
- 23.2 We only supply the products to consumers for domestic and private use. You agree not to use the product for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 23.3 We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any breach of any terms implied by law.

24 OUR LIABILITY IF YOU ARE A BUSINESS

This clause only applies if you are purchasing products for business purposes.

- 24.1 Any claims for non-delivery of products which you have ordered must be made in writing to us within 10 days of the estimated date of delivery shown on the dispatch confirmation email.
- 24.2 Any claims for shortages in deliveries or damage to products must be made in writing to us within 3 days of receipt by you of the products.
- 24.3 We shall only be liable to you in respect of claims notified to us in accordance with these terms and in particular clauses 24.1 and 24.2 above.
- 24.4 Our liability for any claims arising out of or in connection with a contract, the products, any delay or failure to supply the products, any defects in the products or in any other way related to the products or our contract concerning the products, however arising shall be limited in respect of all claims in aggregate to a sum equal to the price paid (exclusive of VAT) by you for the affected products under the individual contract.
- 24.5 Notwithstanding any other provision of these terms, but subject to clause 24.8, we shall have no liability to you or your business however arising out of or in connection with the products, any delay or failure to supply the products, any defects in the products or in any other way related to the products or our contract concerning the products for any:
- 24.5.1 direct or indirect loss of or damage to:
- 24.5.1.(a) profit;
- 24.5.1.(b) revenue;
- 24.5.1.(c) business;
- 24.5.1.(d) contract, loss of other contracts or of production or other downtime;
- 24.5.1.(e) loss of bargain;
- 24.5.1.(f) opportunities;
- 24.5.1.(g) anticipated savings;
- 24.5.1.(h) data;
- 24.5.1.(i) goodwill;
- 24.5.1.(j) reputation;
- 24.5.1.(k) use;
- 24.5.2 indirect or consequential loss or damage; or
- 24.5.3 claim arising out of a claim against you or your business by a third party.

- 24.6 You agree that each of the sub-clauses in clause 24.5 and each of the sub-paragraphs 24.5.1 (a) to 24.5.1(k) in sub-clause 24.5.1 constitute separate terms and the introductory wording of clause 24.5 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 24.5 or otherwise.

- 24.7 The term "however arising" when used or referred to in clause 24 covers all causes and actions giving rise to the liability on our part arising out of or in connection with the products, any delay or failure to supply the products, any defects in the products or in any other way related to the products or our contract concerning the products including (i) whether arising by reason of any misrepresentation, negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise;

or (ii) whether caused by any total or partial failure or delay in supply of the products or defective products.

- 24.8 The exclusions and limitations of liability contained in these terms shall apply regardless of whether the loss or damage was foreseeable or whether you notify us of the possibility of any greater loss or damage but no such exclusion or limitation shall apply to the extent prohibited or limited by law and in particular nothing in these terms shall affect liability:

- 24.8.1 for death or personal injury caused by negligence to the extent prohibited by the Unfair Contract Terms Act 1977;
- 24.8.2 for fraudulent misrepresentation or other fraud;
- 24.8.3 for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- 24.8.4 to the extent prohibited by the Consumer Protection Act 1987.
- 24.9 These terms, together with those in any document referred to, constitute the entire agreement and understanding between you and us and supersede any previous agreement or understanding we may have regarding each contract.
- 24.10 You acknowledge and agree that subject to clause 24.8.2:
- 24.10.1 in placing orders and entering into contracts you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made), or understanding of any person which is not expressly set out in these terms (or other documents referred to); and
- 24.10.2 the only remedy available to you for breach of any statement, representation or other term that is expressly set out in these terms (or other documents referred to) shall be for breach of contract under the terms of the relevant contract.

25 HOW WE USE YOUR PERSONAL INFORMATION

We will only use personal information provided by you in accordance our Privacy Policy a copy of which can be viewed online. Please take the time to read this.

26 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.