

# C R O W L E Y   H A R D W O O D S   L T D

## CONDITIONS OF SALE

- 1 All quotations or acceptances or undertakings are subject to these conditions of sale and clauses of sale or conditions stipulated on customers' order forms are not to annul or modify these conditions.
- 2 Prices are quoted and orders accepted without engagement and on the understanding that goods will be supplied at the prices ruling at date of dispatch.
- 3 The goods remain in property of the seller until the account has been paid. The seller reserves the right to re-possess any of the goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the purchaser hereby grants an irrevocable right and license to the seller's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours.
- 4 The seller shall not be liable to the purchaser for any loss or damage which may be suffered by the purchaser as a direct or indirect result of the supply of the goods by the seller being prevented, hindered or delayed by reason of any circumstances whatsoever which are outside the control of the seller.
- 5 The seller accepts no responsibility for goods once a clear receipt has been received from the consignee, his employees or agents or from his carrier, public or private.
- 6 Where any order involves more than one delivery and default is made in payment on the due date (either under this contract or any other contract made between the seller and the purchaser) the seller shall have the right to suspend all further deliveries until payment is made or to terminate the contract without prejudice to the provisions of condition two above and to any existing claim.
- 7 Delivery on seller's transport will be to the end of hardcore road only. Off-loading will be by customer.
- 8a The seller shall not be liable for any shortage in quantity delivered nor for any defect in the quality, nature or condition of the goods nor for non-compliance with any specification unless a claim in writing shall have been received by the seller from the purchaser within seven days of delivery of the goods.
- 8b In the event of any shortage, defect or non-compliance as of foresaid the seller shall, subject to condition 8a, make good the shortage and/or as appropriate replace free of charge any goods found to be defective.
- 8c Subject to the foregoing all conditions or warranties implied by statute, common law or otherwise in relation to the goods are hereby excluded and the seller shall be under no liability to the purchaser for any loss, damage or injury, direct or indirect.
- 9 All prices quoted are exclusive of value added tax except where specifically stated.
- 10 Goods will be accepted for credit by prior arrangement only when charging date and invoice number must be given. A 10% re-handling charge will be levied on goods returned at purchaser's option.
- 11 Notice of claims which relate to prices charged or discounts given must be issued in writing within thirty days of date of invoice.
- 12 All goods are sold subject to seller's usual terms and conditions of sale including the following:  
Goods are not treated or sold as fit for any particular purpose. Any term, warranty or condition express or implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the seller's liability (in contract or otherwise) to the purchaser arising out of or in connection with this contract or the goods supplied exceed the invoice price of the particular piece (in regard to which complaint is made).
- 13 Goods sold on ex-docks or warehouse terms, unless removed, are to be at seller's risk in respect of fire but seller's liability ceases at the expiration of the free rent period stated on delivery orders. Sellers are to be free from liability for delays at docks, wharves and warehouses or for damage or delays during transport. Sellers are not liable for non-shipment, non-delivery, damage or delay arising from strikes, labour disputes, lock-outs or other circumstances beyond their control.
- 14 Arbitration  
In case of any dispute or difference arising between the parties hereto, either during the performance thereof or after the determination, abandonment or breach of the agreement as to the construction of any of the clauses of this agreement or as to any other matter or thing arising out of the said clauses, any party hereto may give the other parties notice in writing of such dispute or difference.  
  
Such dispute or difference shall then be referred to arbitration and to the final decision of an arbitrator as may be mutually agreed by and between the parties hereto and in default of agreement between the parties hereto of a person to be appointed at the request of any party by the president for the time being of the incorporated Law Society of Ireland. The award of such arbitrator shall be final and binding on the parties. The arbitrator shall have power to determine all matters in dispute arising out of the said clauses which shall be submitted to him/her and of which notice shall have been given as aforesaid. Upon any such reference being made the costs of the incidental to a reference and the award respectively shall be at the discretion of the arbitrator, who may determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid. This agreement shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1954 and both this submission and any award to be made there under may be made a rule or order of the High Court of Justice of Ireland. Any arbitration held in pursuance of this clause shall be heard and determined at such venue as the arbitrator may direct.