

1. INTERPRETATION	
1.1	The following definitions and rules of interpretation apply to these terms and conditions:
Buyer	means the person, firm or company who purchased the Goods from the Company;
“Company”	means Carraig Donn Manufacturing;
“Contract”	means any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions
“Delivery Point”	means the place where delivery of the Goods is to take place under condition 4;
“Goods”	means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).
1.2	A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
1.3	Words in the singular include the plural and in the plural include the singular.
1.4	A reference to one gender includes a reference to the other gender.
1.5	Condition headings do not affect the interpretation of these conditions.
2. APPLICATION OF TERMS	
2.1	Subject to any variation under condition 2.2 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
2.2	These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
2.3	Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
2.4	No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
2.5	The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
2.6	Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
3. DESCRIPTION	
3.1	The quantity and description of the Goods shall be as set out in the Company's quotation or delivery docket.
3.2	All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
4. DELIVERY	
4.1	Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.
4.2	Any dates specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
4.3	The Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds sixty (60) days.
4.4	If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
4.4.1	risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
4.4.2	the Goods shall be deemed to have been delivered; and
4.4.3	the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4.5	The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
4.6	The Company reserves the right to deliver in quantities of 3% more or less than the quantity ordered by the Buyer and charge the Buyer for the quantity actually delivered.
4.7	The Company may, at its sole option, deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
4.8	Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
4.9	The Buyer must inspect all Goods on delivery. If any Goods are damaged, not delivered or are not in accordance with the Buyer's order, the Buyer must inform the Company in writing within three (3) working days of delivery (or the expected delivery time). The Buyer must give the Company (and any carrier) a fair chance to inspect the damaged Goods. If the Buyer fails to notify the Company in accordance with these requirements the Buyer will not be entitled to reject the Goods and will be deemed to have accepted the Goods.
4.10	Any liability of the Company under condition 4.9 shall be limited to replacing the Goods within a reasonable limit of time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
4.11	The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5. WARRANTIES	
5.1	The Company warrants, subject to condition 5.2, that the Goods are free from material defect at the time of delivery.
5.2	Where the Buyer claims that there has been a breach of the warranty at paragraph 5.1, the Buyer must:
5.2.1	inform the Company in writing with full details as soon as possible of the material defect; and
5.2.2	allow the Company to inspect the Goods.
5.3	If, after inspection by the Company, the Goods are found to be in breach of the warranty at condition 5.1, and the Buyer has complied with condition 5.2 in full, the Company will at its option either refund the price or replace the Goods. The right to a refund or replacement represents the Buyer's sole right and remedy in these circumstances.
6. RETURN OF GOODS	
6.1	The Company will only accept the return of Goods from the Buyer:
6.1.1	where the Goods have not undertaken any further processing, amendment or alteration, except in the case of a manufacturing defect;
6.1.2	where the return has been preauthorised and confirmed in writing by the Company's Returns Department who will issue the Buyer with a returns reference number. The Buyer must provide the Returns Department with the relevant invoice number;
6.1.3	on payment of an agreed handling charge (unless the Goods were defective when delivered);
6.1.4	where the Goods are as fit for sale on their return as they were on delivery; and
6.1.5	where Goods are not customised to meet the Buyer's specification.
7. CANCELLATION	
7.1	The Buyer may not cancel an order unless the Company agrees in writing.
7.2	The Company may suspend or cancel an order if:
7.2.1	the Buyer fails to pay the Company any money when due;
7.2.2	the Buyer goes into liquidation (except for the purposes of a bona fide amalgamation or reconstruction), or a receiver, administrator, examiner, trustee or similar officer is appointed over all or substantially all of the assets of the Buyer under the laws of any applicable jurisdiction, or any proceedings are filed or commenced by the Buyer under bankruptcy, insolvency or debtor relief laws, or anything analogous to any of the foregoing under the laws of any applicable jurisdiction occurs in relation to the Buyer; or
7.2.3	the Buyer fails to comply with these terms and conditions.
8. RISK/TITLE	
8.1	Risk in the Goods shall pass to the Buyer at the time of delivery.
8.2	Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
(a)	the Goods; and
(b)	all other sums which are or which become due to the Company from the Buyer on any account.
8.3	Until ownership of the Goods has passed to the Buyer, the Buyer shall:
(a)	store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; and
(b)	maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
8.4	The Buyer may resell the Goods before ownership has passed to it solely on condition that any sale shall be effected in the ordinary course of the Buyer's business.
8.5	The Buyer's right to possession of the Goods shall terminate immediately if the Buyer goes into liquidation (except for the purposes of a bona fide amalgamation or reconstruction), or a receiver, administrator, examiner, trustee or similar officer is appointed over all or substantially all of the assets of the Buyer under the laws of any applicable jurisdiction, or any proceedings are filed or commenced by the Buyer under bankruptcy, insolvency or debtor relief laws, or anything analogous to any of the foregoing under the laws of any applicable jurisdiction occurs in relation to the Buyer.
8.6	The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
8.7	The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
9. PRICE	
9.1	Unless otherwise agreed by the Company in writing, the price for the Goods shall be the Company's relevant trade price as at the date of the order.
9.2	The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.
10. PAYMENT	
10.1	Subject to condition 10.4, payment for the Goods shall be due in the currency set out in the invoice. If the Buyer has an approved credit account, payment shall be due within thirty (30) days of the date of the invoice, unless otherwise agreed in writing by the Company, and payment shall be made by way of bank transfer to the bank account nominated by the Company or by credit card. If the Buyer does not have an approved credit account, the Buyer shall pay for the Goods before the delivery is despatched, unless otherwise agreed in writing by the Company.
10.2	If the Buyer has an approved credit account, the Company reserves the right to withdraw such credit or reduce the credit limit or bring forward the due date for payment at any time on notice to the Buyer.
10.3	No payment shall be deemed to have been received until the Company has received cleared funds.
10.4	Notwithstanding any other provision of these conditions, all payments payable to the Company under the Contract shall become due and payable immediately upon termination of the Contract for whatever reason.
10.5	The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement, bank charge or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
10.6	If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3% above the refinancing base rate from time to time of Bank of Ireland, accruing on a daily basis until payment is made, whether before or after any judgment

11. LIMITATION OF LIABILITY	
11.1	Save as otherwise expressly provided, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
11.1.1	any breach of these conditions;
11.1.2	any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
11.1.3	any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
11.2	All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
11.3	Nothing in these conditions excludes or limits the liability of the Company:
11.3.1	for death or personal injury caused by the Company's negligence; or
11.3.2	for any matter for which it would be illegal for the Company to exclude or attempt to exclude its liability; or
11.3.3	for fraud or fraudulent misrepresentation.
11.4	Subject to condition 11.2 and condition 11.3, and without prejudice to condition 4.3:
11.4.1	the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
11.4.2	the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
12. ASSIGNMENT	
12.1	The Company may assign the Contract or any part of it to any person, firm or company.
12.2	The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
13. FORCE MAJEURE	
13.1	The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.
14. GENERAL	
14.1	Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
14.2	If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
14.3	Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
14.4	Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
14.5	This Contract and any dispute or claim arising out of or in connection with it or its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts.
14.6	The Buyer is not the Company's agent and has no authority to make any contract on the Company's behalf or in the Company's name.
15. SAMPLES	
15.1	Any samples requested will be invoiced to the Buyer on despatch and will be credited in full provided they are returned to the Company unused within thirty days of delivery otherwise the price, including applicable post and packaging and VAT becomes immediately payable.
16. COMMUNICATIONS	
16.1	All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or E-mail:
16.1.1	(in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
16.1.2	(in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
16.2	Communications shall be deemed to have been received:
16.2.1	if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays in Ireland) after posting (exclusive of the day of posting); or
16.2.2	if delivered by hand, on the day of delivery; or
16.2.3	if sent by fax or E-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.