

Terms and Conditions of Sale

In these Terms and Conditions ("Terms"), the following words shall have the following meanings:-

- "the Buyer" shall mean the corporate entity, firm or person seeking to purchase the goods from the Company;
- "the Company" shall mean IQ Design Limited, Unit 20, Millennium Business Park, Cappagh Road, Dublin 15, Ireland;
- "the Contract" shall mean any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Terms;
- "the Goods" shall mean the goods to be supplied to the Buyer by the Company (including any part or parts of them).

1. THE CONTRACT

- 1.1 Any business undertaken by the Company is subject to all of the aforementioned. No variation in these conditions, whether contained in any official purchase order from the buyer shall be binding unless such variation has been specifically accepted by an official of ours in writing.
- 1.2 The Buyer must ensure that the terms of his order and any applicable specification are complete and accurate.
- 1.3 It is understood that details of any transaction between the Company and the Buyer should not be divulged to any third party.

2. PRICE

- 2.1 All prices quoted are exclusive of VAT, which will be charged at the rate applicable on the date of despatch.
- 2.2 We reserve the right to alter prices or impose increases without prior notice, where fluctuations in the cost of products, raw materials, labour, etc. compel us to do so.
- 2.3 All prices quoted are ex-works. When at the request of the buyer, despatches are made by courier, carriage will be charged at cost.
- 2.4 SPECIALS ARE STRICTLY NON-RETURNABLE
- 2.5 Orders for "SPECIALS" will only be accepted in writing. Where applicable these orders must be accompanied by dimensional drawings.

3. PAYMENT

- 3.1 Settlement terms are strictly Net. Payments must be made to terms agreed. In the case of late payment the Company reserves the right to withhold orders for despatch until payment has been received. Overdue accounts are liable for interest at the rate of 1.5% per month.
- 3.2 The Buyer shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim.
- 3.3 Goods supplied remain the property of the Company until full and final payment has been received. In the case of non-payment we shall exercise our right to re-possess goods under the Company "Reservation of Title" clause printed on all delivery dockets and Invoices.
- 3.4 Queries on invoices must be received in writing by the Company within 5 working days from the date of invoice.
- 3.5 If the Buyer (being a company) has a petition presented for its winding up or appointment of an Administrator or Examiner or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or enters a scheme of arrangement or voluntary arrangement or compounds or makes any proposal to or enters into any arrangement with its creditors or has a Receiver or Manager or an Administrative Receiver appointed over all or any part of its assets or (being an individual) has a petition presented for his bankruptcy or becomes bankrupt or insolvent or enters into any arrangement with his creditors or makes or has made an application for an Interim Order in connection with a proposal to Creditors for a voluntary arrangement or commits in either case a material or serious breach of this Contract (and in the case of such a breach being capable of remedy fails to remedy it within 7 days of receiving notice to do so), then without limiting any other right or remedy available to the Company, the Company may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Company and all sums owing to the Company on any account shall become due and payable forthwith without requirement for any notice to be given.

4. DELIVERY

- 4.1 Every effort is made to keep delivery promises, but no guarantee as to the rate or time of delivery is given or may be implied, forecasts are without liability and time of delivery is not the essence of the Contract.
- 4.2 Any dates quoted by the Company for delivery of the Goods are intended to be an estimate.
- 4.3 Once orders are despatched they are non returnable without our written consent. A restocking charge of 25% will apply to all goods returned for credit when in the first instance the said goods were supplied correctly.
- 4.4 The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- 4.5 Any delay in delivery will not entitle the Buyer to terminate or rescind the Contract nor to claim damages unless such delay exceeds 30 days, and therefore unless the delay exceeds such number of days, the Buyer shall be bound to accept delivery and pay for the Goods in full. The same will apply if delivery is made by instalments.
- 4.6 The Buyer shall either himself or by his duly authorised representative sign the Delivery Advice Note as acknowledgment of delivery received. In the case of delivery to an address nominated by the Buyer, the Company shall be entitled to assume that any signature given is that of the Buyer or such a representative. The Buyer shall notify the Company within 3 working days of the date of delivery of the goods if the consignment delivered is incomplete. Notwithstanding the receipt by the Company of any such notice, a clear signature on a carrier's delivery sheet by such representative shall be deemed to signify receipt of the quantity of Goods indicated on the advice note. By

special arrangement with the company, the buyer, upon receiving a large delivery, may sign the delivery advice note "unchecked", and note the number of cartons, bundles and the like on the advice note.

- 4.7 If for any reason the Buyer will not 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, licenses or authorisations:

4.7.1. risk in the Goods will pass to the Buyer (including for loss or damage)

4.7.2. the Goods will be deemed to be delivered; and

4.7.3. the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses.

5. DESCRIPTION

5.1 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract.

5.2 Our policy is one of ongoing product development and therefore we reserve the right to change or alter specification without prior notice.

6. INSPECTION

6.1 The Buyer shall inspect the Goods on delivery and shall within 3 working days of the date of delivery notify the Company in writing of any shortages in quantity or failure to comply with the Description, except in the case of fragile goods ie. Bathroom Furniture, Mirrors, Ceramics, Flues etc. where damage must be stated at time of delivery and noted on Advice Notes otherwise they cannot be considered. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods.

6.2 In all cases where the Company receives details of such shortages or failure to comply with the Description in accordance with Clause 6.1 the Company shall be under no liability in respect thereof unless a reasonable opportunity to inspect the Goods is provided to the Company before any use is made thereof or any alteration or modification is made to the Goods by the Buyer.

6.3 Subject to clauses 7.1 and 7.2, the Company shall make good any of the above defects, and where appropriate replace any Goods damaged in transit or otherwise, as soon as it is reasonably able to do so, but otherwise, except as otherwise provided in these Terms, shall be under no liability whatsoever or howsoever arising for such defects or damage.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Buyer at the time of delivery which is determined in accordance with Clause 4.1

7.2 Title of the Goods sold by the Company to the Buyer shall remain with the Company until the Buyer has paid the price plus VAT and any other agreed charges in full (by way of cash or cleared funds) for those Goods.

7.3 For the purpose of these Terms all liquidated sums owed by the Buyer to the Company on any account or goods whatsoever shall be deemed to form part of the said price.

7.4 The Buyer is licensed by the Company to use or to agree to sell the Goods delivered to the Buyer subject to the express conditions that the sale shall be effected in the ordinary course of the Buyer's business at full market value and that the entire proceeds of any sale are held in trust for the Company and are not mixed with other moneys or paid into an overdrawn bank account and shall at all times be identifiable as the Company's money.

7.5 Until title to the Goods passes to the Buyer in accordance with Clause 7.2:

7.5.1. the Buyer will hold the Goods and each of them on a fiduciary basis as bailee for the Company;

7.5.2. the Goods shall, subject to clause 7.4, be kept separate and distinct from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company and the Buyer will not allow any interference with any identification marks or serial number of the Goods;

7.5.3. without prejudice to any other rights the Company may at any time revoke the license to sell and use contained in clause 7.4 by notice to the Buyer if the Buyer is in default for longer than 14 days in the payment of any sum whatsoever due to the Company whether in respect of the Goods or any other goods supplied at any time by it to the Buyer or if the Company has bona fide doubts as to the solvency of the Buyer;

7.6. Until such time as title in the Goods passes from the Company to the Buyer, the Buyer shall place any of the Goods in its possession or under its control and unsold at the disposal of the Company and the Company by its servants or agents shall be entitled to enter upon any premises of the Buyer or any premises under the Buyer's control or to which the Buyer has a right of access for the purpose of inspection, repossession and removal of such Goods at any time.

7.7. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods have not passed from the Company.

7.8. The Company shall at any time be entitled to appropriate any payment made by the Buyer in respect of any goods in settlement of such invoices or accounts in respect of such goods as the Company may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

8. WARRANTIES

8.1 The Company warrants that it has title to and the unencumbered right to sell the Goods.

8.2 From date of purchase, all goods supplied are fully guaranteed for one year against defective manufacture, conditional upon correct installation by qualified and competent persons.

9. LIABILITY

9.1 Introduction

9.1.1. Nothing in this Clause 9 shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from the Company's negligence or willful misconduct;

9.1.2. Each of the sub-clauses in Clause 8 is to be treated as separate and independent and capable of severance.

9.2 Exclusion

9.2.1. Clause 2 only covers defects in goods supplied caused by faulty design, manufacture, materials or workmanship. It does not cover defects caused by abnormal use, misuse or neglect by the Buyer;

9.2.2. The Company agrees that if any defect covered by Clause 9.2.1 is discovered the Company will in its absolute discretion either:- repair the Goods at its own expense; or replace the Goods; or refund the purchase price of the Goods.

9.2.3. The Buyer cannot claim the benefit of this clause unless:- the defect is discovered during the period of one year commencing with the date of despatch; and the Buyer informs the Company of the relevant defect in writing within 3 working days of discovering it.

9.2.4. The risk of accidental loss whilst the Goods are being returned will be borne by the Buyer.

9.2.5. Subject as expressly provided in these Terms, no other terms, whether conditions,

9.2.6. warranties or innominate terms, implied by statute or common law, shall form part of this Contract and are excluded to the fullest extent permitted by law.

9.3. Exclusion of consequential loss:

9.3.1. The Company shall not be liable for any consequential loss or indirect loss, damage and/or expense suffered by the Buyer or any customer of or purchaser from the Buyer (for which the Buyer shall hold the Company fully and effectually Indemnified) arising out of a breach by the Company of this Contract or tort or any other way (including loss arising from the Company's negligence).

9.4. Technical & Safety Data

9.4.1. All technical & safety data provided is intended as a guide. The company accepts no liability for errors or omissions contained therein. Installation and application of all products must be in accordance with good practice and then only by qualified and competent persons.

9.5 Limitation

9.5.1. Without prejudice to any other provision in these Terms in any event the Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the Contract price of the Goods

10. FORCE MAJEURE

The Company shall not be liable for any failure to deliver the goods arising from circumstances outside its reasonable control including without limitation an Act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, acts, restrictions, by laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, accidents and shortage of materials, labour or manufacturing facilities.

11. PROPER LAW AND JURISDICTION

The Contract shall be governed by and construed in accordance with Irish law, and the parties hereby agree that all disputes arising in connection with the Contract shall be submitted to the non-exclusive jurisdiction of the Irish Courts.

12. SEVERANCE

If any provision of the Contract shall be void or unenforceable in whole or in part, the remaining provisions and the remainder of the provision affected shall remain in full force and effect.

13. ASSIGNMENT

13.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

13.2 The Company may assign the Contract or any part of it to any person, firm or company.

14. WAIVER

14.1 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

14.2 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

15. Copyright

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