



L.CONNAUGHTON & SONS LTD

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND APPLICATION

1.1 The following definitions apply to the Terms:

Company means L. Connaughton & Sons, Unit 7 Willsborough Industrial Estate, Dublin, D17 W304;

Contract means the agreement formed between the Company and the Customer for the sale and purchase of Products, incorporating the Terms, the Customer's order, and the Company's acceptance of that order;

Products means any goods supplied by the Company to the Customer;

Customer means any person, firm, company, or other entity placing an order with the Company or named on an invoice or delivery document;

Price means the price for each Product as determined in accordance with Clause 5; and

Terms means these Terms and Conditions, as amended by the Company from time to time.

1.2 These Terms apply to all sales of Products by the Company and prevail over any terms proposed by the Customer.

1.3 Any additional or conflicting terms are excluded unless agreed in writing by the Company.

1.4 Submission of any order, acceptance of delivery, use of the Products, payment of any invoice, or failure to object in writing within seven (7) days of receipt of these Terms constitutes acceptance of these Terms.

1.5 Any failure or delay by the Company in enforcing its rights shall not constitute a waiver.

1.6 If any provision of the Terms is held to be invalid or unenforceable, it shall be severed and the remaining provisions shall remain in full force and effect.

1.7 These Terms apply to any order accepted by the Company, howsoever placed or communicated.

1.8 A current version of these Terms is available for inspection on the Company's website at www.lconnaughton.ie and may be requested in writing.

2. PRODUCT DESCRIPTION

All descriptions, illustrations, and specifications furnished in respect of any Products are for guidance only and do not form part of the Contract. The Company does not accept any responsibility or liability for any information included in such materials, to include but not limited to any error, omission or inaccuracy.

3. ORDERS AND ACCEPTANCE

3.1 No order is accepted until confirmed in writing by the Company or until the Products are dispatched, delivered, or collected by the Customer, whichever occurs first.

3.2 The Company reserves the right to decline any order without liability.

4. CANCELLATION

A Customer may not cancel an order without the Company's prior written consent. If such consent is given, the Customer shall indemnify the Company against all losses, costs, damages, charges, and expenses arising from the cancellation, including but not limited to the cost of materials, labour, and overheads incurred, unless otherwise agreed in writing.

5. PRICES AND TAXES

5.1 Prices are exclusive of VAT, excise duties, levies, and other applicable taxes.

5.2 Products will be invoiced at the price in force at the date of delivery or collection.

5.3 The Company reserves the right to adjust prices to reflect any increase in the cost of materials, labour, transport, or other costs of supply arising between the date of the order and the date of delivery or collection, provided that the Customer is notified of any such adjustment prior to dispatch.

6. PAYMENT

6.1 Payment shall be made by the Customer in full within the period stated on the invoice.

6.2 Interest shall accrue on overdue amounts at the rate prescribed by the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. No. 580 of 2012) or, if greater, at a rate of 3% per annum above the European Central Bank reference rate, together with all reasonable costs of recovery, including legal fees on a solicitor and own client basis.

6.3 The Company may, without liability, suspend or cancel deliveries, withhold orders, or require advance payment or security where any payment is overdue or where the Company has reasonable grounds to believe that the Customer may not make payment when due.

6.4 All payments shall be made without set-off or deduction.

6.5 Credit facilities are granted at the Company's discretion and subject to review. The Company may vary or withdraw credit terms or require security or advance payment at any time.

7. DELIVERY, RISK AND TITLE

7.1 Delivery dates are estimates only and time shall not be of the essence.

7.2 The Company may deliver Products in instalments.

7.3 Risk in the Products shall pass to the Customer at the point at which the Products leave the Company's premises, whether collected by the Customer or dispatched by the Company or a third-party carrier.

7.4 The Company shall not be liable for any loss, damage, or expense arising from any delay or failure in delivery howsoever caused, and any delivery dates or times communicated to the Customer shall not give rise to any right to cancel the Contract or claim damages.



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Title to the Products shall remain vested in the Company until receipt by the Company of payment in full for all sums due and owing from the Customer to the Company, whether under the Contract or otherwise.

7.6 Until title passes in accordance with Clause 7.5:

- the Customer shall hold the Products as bailee, store them separately and identifiably from any other goods, and keep them insured to their full replacement value;
- the Customer shall not pledge, charge, or otherwise encumber the Products in any way and shall notify the Company immediately if any third party asserts or threatens any claim over the Products;
- if the Products are resold before payment, proceeds from any such sale shall be held on trust for the Company; and
- the Company shall be entitled at any time, without notice, to enter the Customer's premises or any premises where the Products are stored in order to inspect or recover any Products to which the Company retains title.

7.7 The Customer shall facilitate the Company's entry on the premises where the Products are stored for the purpose of inspecting or recovering them, and the Customer shall not impede or obstruct such entry or recovery.

8 INSPECTION AND CLAIMS

8.1 The Customer shall inspect Products immediately upon receipt.

8.2 Any claim for damage, shortage, or non-conformity must be notified in writing to the Company within seven (7) days of collection or delivery, specifying the invoice number, the nature and extent of the defect, shortage, or damage, and accompanied by photographic evidence where reasonably practicable.

8.3 Failure to notify any claim in accordance with Clause 8.2 shall constitute acceptance of the Products.

8.4 It shall be at the Company's sole discretion whether to carry out a repair, replace, refund, or credit in respect of the affected Products, and the Company shall have no further liability in respect of such claim.

9 RETURNS

9.1 Products may not be returned without prior written authorisation of the Company and subject always to compliance by the Customer with the notification requirements set out in Clause 8.2.

9.2 Returned Products are at the Customer's risk and expense.

9.3 Custom-made, special order, or non-stock items are non-returnable.

10 WARRANTY

10.1 Products shall materially conform to their relevant specification at delivery.

10.2 This warranty excludes defects caused by misuse, improper storage, fair wear and tear, or unauthorised modification.

10.3 All other warranties are excluded to the fullest extent permitted by applicable law.

11. RESALE AND STORAGE

11.1 The Customer shall ensure proper stock rotation and resale of Products before best-before dates.

11.2 The Customer shall ensure Products are stored and sold in original packaging with labels intact.

11.3 The Company shall not be liable for any loss, damage, claim, or expense arising out of or in connection with the Customer's downstream use, resale, distribution, or integration of the Products into other goods or processes. The Customer assumes sole responsibility for ensuring the suitability and fitness of the Products for any particular purpose, application, or end use, and for compliance with all applicable laws, regulations, and industry standards in connection with the onward supply or use of the Products. The Customer shall indemnify the Company against any claims, losses, or liabilities arising from the matters referred to in this Clause.

12. LIMITATION OF LIABILITY

12.1 The Company's liability in respect of the Products and supply of same shall not exceed the price paid for the Products giving rise to the claim.

12.2 The Company shall not be liable for any indirect, special, or consequential loss, including but not limited to loss of profits, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings, or loss of data, howsoever arising.

12.3 All claims must be commenced within one (1) year of the date of delivery of the Products giving rise to the claim, failing which such claims shall be deemed waived and absolutely barred.

12.4 Nothing hereby limits any liability of a party for death, personal injury, or fraud.

12.5 Nothing in these Terms shall exclude, restrict, or otherwise prejudice any statutory rights arising under applicable legislation in Ireland governing the sale and supply of the Products to the Customer.

13. INDEMNITY

The Customer shall indemnify and hold harmless the Company, its officers, employees, and agents from and against all claims, demands, actions, proceedings, losses, damages, costs, and expenses (including legal fees on a solicitor and own client basis) arising out of or in connection with: (a) any breach by the Customer of any provision of these Terms or the Contract; (b) any misuse, improper handling, storage, or application of the Products by the Customer or any third party to whom the Customer has supplied the Products; (c) any negligent or wrongful act or omission of the Customer, its employees, agents, or subcontractors; or (d) any claim made by a third party against the Company to the extent that such claim arises from any of the matters referred to in sub-clauses (a) to (c) above. This indemnity shall be without prejudice to any other right or remedy available to the Company under these Terms or at law and shall survive the termination or expiry of the Contract.



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14. FORCE MAJEURE

The Company shall not be liable for any failure or delay in performing its obligations under the Contract where such failure or delay results from circumstances beyond the Company's reasonable control, including but not limited to acts of God, fire, flood, storm, epidemic, pandemic, war, terrorism, civil unrest, strikes, lock-outs, industrial action, breakdown of plant or machinery, interruption or failure of utility services, shortage of raw materials or labour, government action, sanctions, or transport disruption. In such circumstances, the Company may, at its option, cancel or vary the Contract without liability to the Customer.

15. INSOLVENCY

If the Customer becomes insolvent, enters into liquidation (whether voluntary or compulsory), has a receiver, examiner, or administrator appointed over any of its assets, enters into any composition or arrangement with creditors, ceases or threatens to cease trading, or suffers any analogous event under any applicable jurisdiction, then without prejudice to any other right or remedy available to the Company: (a) all outstanding sums owed by the Customer to the Company shall become immediately due and payable; (b) the Company may suspend or cancel any outstanding orders or deliveries without liability; and (c) the Company may exercise its rights under these Terms to recover any Products to which it retains title.

16. CONFIDENTIALITY

The Customer shall not disclose the existence or terms of the Contract without the Company's consent, except as required by law.

17. GOVERNING LAW

These Terms are governed by Irish law and subject to the exclusive jurisdiction of the Irish courts.

18. NOTICES

All notices under these Terms shall be in writing and shall be deemed duly given if delivered by hand, sent by registered post, or sent by email to the address last notified by the relevant party. Notices shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by registered post, two (2) Business Days (days banks are open for business in Ireland) after posting; or (c) if sent by email, upon confirmation of receipt or, if no confirmation is received, twenty-four (24) hours after sending, provided no delivery failure notification is received.

19. ENTIRE AGREEMENT

These Terms, together with any documents expressly referred to herein, constitute the entire agreement between the Company and the Customer in relation to the sale and purchase of Products and supersede all prior negotiations, representations, undertakings, and agreements, whether written or oral. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Company which is not set out in these Terms.