

## CONDITIONS OF SALE

**1. GENERAL:** Your acceptance of any quotation, submitted in accordance with Condition 5, constitutes acceptance of these conditions as terms of any contract made between us for the supply of our goods. All other conditions and any modifications of these conditions and all other conditions and warranties in any other document upon which you may claim to rely are excluded, unless we have expressly accepted them in writing.

**2. CONDITIONS AND WARRANTIES:** All Products are supplied in good faith and are guaranteed against material defect and faulty workmanship. The Company shall not be responsible for claims arising from misuse or misapplication of the goods by the purchaser or any employee of the purchaser.

**3. DEFECTIVE MATERIAL:** Goods supplied by us and represented by you to be defective shall not form the subject of any claim against us or for any loss, damage or expense arising directly or indirectly from such defects, such goods if reported to us within 7 days of delivery and returned to us and accepted by us as defective, will at your request and if practicable be replaced as originally ordered. Red Letter Supplies Ltd. will not be responsible for any shortages of goods or defects in goods reported more than 7 days after delivery. Client should check all goods immediately upon delivery. No remedial work should be undertaken to remedy defective materials without the express written consent of Red Letter Supplies Ltd.

3a. Where a claim for remedial work arises Red Letter Supplies Ltd will not accept any costs arising from such works whether carried out by sub contractors or others unless previously agreed and accepted in writing by Red Letter Supplies Ltd.

**4. SPECIFICATIONS:** Where materials are required to comply with a particular specification the request for a quotation by us must be accompanied by sufficient information to enable us to proceed with the order forthwith on acceptance of our quotation.

**5. QUOTATIONS:** Unless previously withdrawn, our quotation is open for acceptance by you by the placing of an order within 28 days of the date of the quote or such longer period as we may prescribe.

**6. TERMS OF PAYMENT & CREDIT LIMITS:** Unless otherwise agreed in writing, payment for goods supplied is due on receipt of invoice. You must strictly adhere to the terms of payment and credit limits offered to you by Red Letter Supplies Ltd. Red Letter Supplies Ltd reserves the right to alter terms of payment and credit limits at its discretion and without notice. If you fail to adhere strictly to credit limits and terms of payment we may suspend or place

on hold deliveries to you. The customer shall pay all sums due in full without deduction or set-off. Time is of the essence for all sums due. Red Letter Supplies Ltd retain ownership of all goods until payment is received in full.

**7. INTEREST CHARGED ON LATE PAYMENTS:** Under the European Communities (Late payment in Commercial Transactions) Regulations 2002, interest may be charged at 9% pa on overdue accounts.

**8. COST OF DELIVERY:** Unless otherwise stated, the price quoted does not include carriage.

**9. DAMAGE IN TRANSIT:** When the price quoted in our quotation includes delivery to customer, we will replace free of charge materials damaged in transit, provided that notice is given both to the carriers and to our offices to arrive within three days of delivery to you of the material and the damaged materials are despatched back to us within 14 days of such delivery.

**10. RE-SALE:** If you purchase our goods for the purpose of re-sale in the course of trade, you undertake with us not to make representations to or to give guarantees to your customers more extensive than those made or given by us.

**11. NOTICES:** Any notice invoice or document which we have to send to you shall be deemed to have been received by you in the normal course email if we have sent it to the most recent email address which you have notified to us for correspondence.

**12. INSOLVENCY:** If you fail to make payment to us in accordance with these conditions, or commit any other substantial breach, or if you commit an act of bankruptcy, call a meeting of your creditors, or if (being a limited company) you commence to be wound up or have a receiver appointed to your undertaking or assets or a substantial part thereof, we may suspend your account or cancel delivery or stop the goods in transit, without notice.

**13. IRISH LAW:** The contract shall in all respects be construed and shall operate as an Irish contract and in conformity with the laws of the Republic of Ireland.

**14. PASSING OF RISK AND TITLE:**

(a) Unless otherwise stipulated in writing the risk in the goods shall pass to the purchaser when they leave our premises.

(b) If at any time any sum remains unpaid by the Buyer, whether due for payment or not, the goods supplied by the Seller remain the property of the Seller and may be claimed to satisfaction the outstanding debt.

Risk to the goods is transferred to the Buyer upon delivery and the title to the goods is transferred to the Buyer once the entire purchase price is paid to the Seller. Notwithstanding the foregoing, if the whole or any part of the goods (whether or not after being processed or mixed with other goods or materials) is resold by the Buyer and delivered to the Buyer's sub-purchaser before the Seller has received payment therefor, then Title to that Part of the Product shall pass to the Buyer immediately upon delivery to the sub-purchaser, but the proceeds of any such sale shall, whenever any sum is due for the Buyer to the Seller, be held in trust for the Seller.

(c) If any payment is overdue, the Buyer becomes insolvent or bankrupt, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, the Seller may without Prejudice to any other remedies to which it may be entitled, terminate all outstanding contracts with the Buyer and Seller may enter the Buyer's premises to recover all goods of which the property has not passed to the Buyer.

(d) If the goods are sold by the purchaser such sale shall be as agent and for the account of the vendor and the vendor shall be entitled to the proceeds of such sale to the extent of any sums in respect of the goods due to it from the purchaser and the purchaser hereby declares itself trustee thereof for the vendor.

(e) Until payment for goods the purchaser shall keep them insured in their full replacement value on behalf of the vendor but at the cost of the purchaser. The purchaser shall do all such things including the execution of deeds and documents as may be necessary to protect the vendor's property or other rights in the goods.

(f) We reserve the right to charge interest on overdue accounts.

(g) The customer will be liable for all costs associated in the recovery of overdue accounts. (h) There is a 25% restocking charge on goods returned.