

terms & conditions

terms & conditions of sale

TEGRAL BUILDING PRODUCTS LIMITED



1. (a) All orders are accepted at the price ruling at date of despatch of goods sold and are subject to alteration without notice. All prices quoted are carriage paid to stockists' stores or to site over good hard roads on the mainland, and are subject to the appropriate rate of V.A.T. and surcharge, if applicable.

(b) Terms of payment are 21/2% discount for cash on approved accounts, for settlement by the 10th of month following month of despatch. Settlement discount is not allowable on the amount of V.A.T. charged.

(c) The Company reserves the right, without prejudice to the Buyer's liability to pay on the due date, to charge interest on any overdue balance at the rate of 3% (three per cent) higher than the ruling triple A overdraft rates. Such right shall be in addition and without prejudice to any other rights the Company may have herein.

2. Quotations do not constitute an offer by the Company and no order shall result in a binding contract until accepted by the Company in writing.

3. Any drawings or details or quantities are to be treated as approximate, are supplied in good faith and shall be subject to verification and acceptance by the customer.

4. In the event of any war, flood, strike, labour trouble, accident, riot, shortage, acts of Government, acts of God, or contingencies beyond the reasonable control of the Company interfering with the production, supply, delivery or transportation of the goods covered by the contract, or with the supply of any raw materials used in connection therewith, then the time for delivery shall be extended until the operation of the cause preventing delivery has ceased or the contract may, at the Company's option, be annulled. Any goods, the time for deliver of which has been so extended, shall (unless the contract has been annulled by the Company) be taken by the Buyer when the operation of the cause preventing delivery has ceased.

5. Each delivery of goods shall be deemed to be a separate contract and the failure of any particular delivery shall not affect the contract as to any other delivery.

6. Cancellation of orders accepted by the Company will be accepted only at the Company's discretion and the Company may charge for all work carried out or expense incurred in relation to the order before acceptance of the cancellation, in addition to any claim for damages for non-acceptance.

7. If the Buyer makes default in any payment or becomes insolvent or subject to the Bankruptcy Laws, or if a Buyer goes into liquidation, the Company may at their option cancel further deliveries.

8. All dates or periods are quoted in good faith but no liability is accepted for failure to deliver for whatever cause at or within a time quoted, or to any particular place.

9. Where deliveries are arranged by the Company the Customer shall be responsible for providing adequate labour and facilities at the delivery points for unloading goods ordered by him, and shall keep the Company indemnified against all claims whatever arising from such unloading operations.

10. All contracts with the Company shall be deemed to have been made in Ireland and shall in all respects be construed and operate in accordance with Irish law.

11. The Title in the goods shall not pass to the customer until the customer shall have discharged all sums due by the customer to the Company at the date of the final handing over of possession of the goods, whether such sums shall be due on foot of this transaction or shall be due on foot of some other transaction or transactions. Notwithstanding any other provision of these conditions, the risk in the goods shall pass to the Buyer on the physical handing over of the consignment to the Buyer or his agent.

12. All goods sold, supplied or manufactured by the Company subject to the following terms, excluding and/or limiting the Company's liability:

(a) Upon written request being made of the Company within six months of the date of delivery of any such goods, the Company will examine any goods alleged to be defective and if on such examination * in relation to which all reasonable facilities must be afforded to the Company, its servants or agents) the fault, or faults, are found to be due to defective materials or workmanship for which the Company may accept responsibility, the Company undertakes to send to the customer free of charge goods equivalent in quantity to those found to be defective. Should the Company, exercise the foregoing option, all claims by the customer, whether in tort or contract,

and whether relating to direct, indirect or consequential loss, damage and expenses shall be deemed to be waived. The supply of such replacement goods shall free the Company of all liability in tort or contract in relation to the goods replaced, or in relation to any claim arising from the alleged defective nature of the goods supplied under the aforesaid replacement option. Nor shall the Company be liable for the acts and/or omissions of any contractor employed in such replacement words. Furthermore, no examination or offer made pursuant to the sub-clause shall operate to estop the Company, not be taken as a waiver of the terms and conditions herein.

(b) Apart from the foregoing option, the Company excludes all liability arising from the manufacture, sale or supply of goods by the Company whether the claim should be made by the customer or any other person claiming through him (or by virtue of any resale by him). Furthermore, the Company shall accept no liability in any such claim whether the same be founded in tort or contract, or both. All warranties or conditions whether as to merchantable quality, fitness for purpose, sale by description or correspondence of bulk to sample, or otherwise in relation to the quality or nature of goods sold, supplied or manufactured as aforesaid whether expressed or implied, or arising by virtue of statute, or common law or otherwise are hereby expressly excluded.

(c) Warranties as to product performance may not be given by the Buyer without the written permission of the Company.

13. Where any person deals with the Company as a consumer within the meaning of the Sale of Goods and Supply Service Act 1980 nothing in these conditions shall be taken or construed so as to restrict or exclude any right or exercise any right conferred by or a liability arising by virtue of Sectors 12, 13, 14 or 15 of the Act of 893.

14. Any dispute arising out of any contract for sale of any of the Company's products shall be referred to arbitration by a single Arbitrator to be appointed, in default of agreement, on the application of either party by the President for the time being of the Institute of Chartered Surveyors in Ireland, and shall be in accordance with and subject to the provisions of the Arbitration Act 1954.

15. These conditions shall be the sole basis of any contract between the Company and the Buyer unless the same be amended or varied in writing, which is expressed to be a variation or amendment of same. Apart from these conditions the Buyer shall not rely on any collateral agreement, representation, warranty, waiver or estoppel whether by the Company's servants or agents or arising by virtue of any other written brochure or document issued by the Company or on the Company's behalf.

TERMS OF BUSINESS

PACKING: No charge is made for packing materials - pallets, crates etc and they are non returnable. If special packing is requested this will be invoiced at cost.

BREAKAGES & SHORTAGES: In the event of breakage's and shortages the driver's Delivery Sheet must be signed accordingly and claim made to the SUPPLIER with particulars of any salvage obtainable, within 48 hours of business.

DELIVERY: In the case of delivery to site prior notice of date of despatch and approximate arrival time will be given.

UNLOADING: The responsibility for unloading rests with the customer, both in the case of site deliveries and in the case of deliveries into stock. Deliveries to site are only to be made over good hard roads and customer must ensure that the condition of the site is suitable for delivery by an articulated or heavy truck. In the event of a restriction on the size of vehicle which can obtain access to the site of stock location, clear indication should be given on the order.

WAITING TIME: In the event of undue delay at the point of unloading a waiting time charge is to be applied.

DELIVERY SURCHARGE: Prices in our price list include delivery. Where the value of an individual order for delivery is less than €3,810 or where equipment other than an articulated vehicle is required or requested Tegral reserve the right to charge an additional amount to cover the costs involved.

RETURN OF GOODS: Where goods are returned a handling charge of 20% will be applied. Goods will only be accepted for return by prior arrangement and must be accompanied by appropriate documentation.