

General Terms and Conditions of Supply



Definition

1.

A. It is hereby agreed that a contract will be entered into between Pipelife Ireland Solutions Limited (hereinafter referred to as "The Company") and the person, Firm, Company, Corporation sole, Undertaking, Association or Body, proposing to purchase from the company (hereinafter referred to as "The Customer") any goods on foot of an order placed whether oral or by writing by the customer.

B. It is agreed that such contract as aforesaid shall be subject to the conditions supersede any earlier sets of conditions appearing in any of the Company's invoices, Credit Notes or any other documents whosesoever and shall override any terms and conditions therein stipulated incorporated or referred to. No modifications of these conditions shall be binding upon the company unless otherwise stipulated herein and agreed to in writing by a duly authorised officer of the Company.

C. All Guarantees, warranties and condition, (including any conditions as to the quality or fitness of the goods for any particular purpose whether expressed or implied by statute, common law or otherwise are hereby excluded.

D. All goods supplied by the Company shall be in accordance with standards as specified by the Company and Customary trade standards subject to due allowance for processing any other recognised tolerances.

2.

All orders for goods by the customer through any agent or representative or sales representative of the Company shall be subject to the acceptance and approval of such order or orders by the company and all deliveries of goods in respect of any such order or orders shall be subject to the approval and authorisation only by the company at the head Office in the Republic of Ireland.

3.

It is hereby agreed than any Price as quoted by the Company as comprised in the contract is provisional only and shall be subject to market changes and changes in basic national wage Agreement Rates, Freight Rates, Rates of Exchange, Costs of Materials (including raw materials) or other relevant costs. Any goods supplied by the company may be charged at the prices ruling as at the date of delivery to the customer whether such delivery be effected at the place of business of the Customer, or at some other place at the Customers request, or whether such delivery be effected at the place of business of the Company.

4.

Unless otherwise expressly provided its agreed that all prices shall be exclusive of Value Added Tax or any other tax or taxes hereinafter imposed whether statutory or otherwise and it is further agreed that the Company shall be entitles to receive from the Customer, any difference in price in respect of a variation in the value added tax rates between the date of Invoice and the date of payment of VAT by the company to the Revenue Commissioners.

5.

Unless otherwise provided it is agreed that all accounts shall be paid within 30 days from date of Invoice. It is also further agreed that all payments due shall be made on or before the due date as a condition precedent to further deliveries. Notwithstanding such condition, the company shall be at liberty to make such deliveries as it sees fit but such delivery or deliveries shall not be interpreted as a waiver by the Company of any of its rights.

Delivery

6.

It is agreed that if preparation, manufacture or delivery of the goods is prevented or delayed in any way whatsoever by any act of Good or any Government, War (whether declared or not) invasion or any other War like action, any strike, lock out or any industrial action or any civil disturbances, no availability of raw materials, accident mechanical failure, fire or any other event, or any action of a third part whatsoever, beyond the companies responsible control, then in any such circumstances the Company may upon reasonable notice terminate or amend this contract or any obligation there under, in such manner it shall think fit without being liable to the customer for any loss or damage thereby incurred, further without prejudice to the right of the Company to payment in respect of goods supplied prior to such termination or amendment.

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7.

It is agreed that the goods shall be packed and secured in such a manner to reach the destination in good condition under normal conditions of transport and shall be delivered by the Company at or dispatched for delivery to the place or places in such a manner as specified in the order or subsequently agreed. Delivery to any such place or places shall be deemed to be effected by delivery at the nearest off loading point or hard surface road adjoining such place of delivery.

8.

The Company shall endeavour to meet delivery dates but shall be under no liability of any kind if it fails to meet any such date or dates whatsoever, whether the cause of failure and whether such causes is under the Company's control or not. If so required by the Company the delivery date or dates may be extended for a Customer and failure of any delivery shall not affect contracts as to other deliveries, but if the said extension in delivery time required by the Company shall exceed three months, either party of the contract may cancel the undelivered balance of the contract by written notice to the other party without any claim on either side. It is also agreed that any time date or place names By the Company for deliver is intended as an estimate only and the Company shall not be liable in damage or otherwise for any loss direct or indirect occasioned by the delivery of goods after such estimated time or date. It is further agreed that should the customer require that any goods be consigned by air freight or any form of expressed transport then the costs of any such transport as aforesaid shall be at the customer's expense. It is also agreed that unless otherwise provided for, the Company shall be entitles to make delivery by instalments.

9.

A. If for any reason the Customer is unable to accept delivery of the goods at the time when goods are dude and ready for delivery by the Company then the Company if its storage facilities permit, may agree to store goods and safeguard them until their delivery and the customer shall be liable to the Company for storage, insurance and other expenses in so doing and the customer shall pay to the Company interest at the current overdraft rate of the Associated Banks on the value of the goods so held and further the customer agrees to indemnify the Company in respect of any claims, costs, expenses in respect of storage insurance or other expenses.

Standards & Guarantees -

Pipelife Ireland Solutions Limited constantly works to meet and exceed the laws and regulations that govern the sector we work in.

Our products conform to a number of third party accredited standards including; ISO 9001:2015, BS EN 12201, BS 7291-1 & 2, GIS/PL2-2, EN 1555, WRAS approval.

Pipelife Ireland Solutions Limited guarantees its pipe for 50 years against defect in material or manufacture. This guarantee only applies if products are installed in accordance with the manufacturer's recommendations.