



Terms and Conditions 2012

VAT payable under EEC legislation is not included in our quoted prices and will be added at the appropriate rate to all amounts invoiced except those in respect of exports direct to an overseas customer.

Basis of Contract

1. Services are supplied by the Company subject to these conditions, which govern the contract, subject only to any special conditions stated in the Company's acknowledgement of order.
2. An order is not accepted by the Company, and accordingly there is no contract, until the Company has issued a written acknowledgement of order.
3. No order accepted by the Company may be cancelled by the Customer except with the agreement in writing of the company and on terms that the Customer will indemnify the Company against all loss, costs and expenses incurred by the Company as a result of cancellation.
4. The Customer is responsible for the accuracy of its order, for supplying any information required by the company to perform the project, and for the accuracy of any such information supplied.
5. Information contained in catalogues, illustrations and similar materials issued by the Company is approximate only; and the Company reserves the right to determine the technical specification required to fulfill the Customer's project and to make any changes which do not materially affect the quality or performance of results.

Price and Payment

6. Unless stated otherwise in the Company's acknowledgement of order, prices are as listed. Prices are exclusive of any applicable value added tax for which the Customer is additionally liable.
7. The Company reserves the right to increase the prices stated in the Company's acknowledgement of order according to any subsequent increase in the cost of materials, parts or labor.
8. Unless stated otherwise in the Company's acknowledgement of order, the Company's invoices are payable net cash in euros within 30 days of invoice date.
9. Any overdue payment will be subject to an increase of 2% per month of the total outstanding amount, applied at the discretion of the company.

Delivery

10. The company will use all reasonable endeavors to effect delivery of reports and services by the delivery date(s) stated in the contract or in any estimate of delivery time provided by the Company.
11. In any event (but without prejudice to condition 11), should delivery be delayed by any act, omission or delay on the part of the Customer the Company is entitled to an extension of time.

Risk and Property

13. The client must provide suitable location for the equipment which will minimize the risk of damage or mischievous acts for the duration of the contract.

Limitations of Liability

14. Except in the case of death or personal injury the Company is not liable to the Customer for any direct loss or damage caused by defects, or for any loss of an indirect or consequential nature, including (without limitation) loss of revenues, profits, contracts, production, business, anticipated savings, goodwill or reputation, however caused.
15. The Company is not liable to the Customer for delay in delivery or loss of any kind which is a consequence of any event if the Company could not have prevented the event or consequence by taking reasonable steps.

Insolvency of Customer

16. If the Customer makes any voluntary arrangement with its creditors, becomes subject to an administration order, becomes bankrupt or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or if any encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or if the customer takes or suffers any similar action in consequence of a debt, or if the Customer ceases, or threatens to cease, to carry on business, the Company may cancel or suspend the contract without liability to the Customer.

General

17. No waiver by the Company of any breach by the Customer of the contract is to be considered a waiver of a subsequent breach.
 18. The contract is not intended to confer a benefit on any third party and no third party is entitled to enforce any provision of the contract.
 19. If any provision of the contract is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of the contract (and, where applicable, the remainder of the provision in question) shall not be affected.
 20. Republic of Ireland law is the law applicable to the contract.
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