

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Terms and Conditions the following words shall have the following meanings. The 'Company' shall mean CED Century Electrical Distributors. The 'Goods' shall mean the articles and services the subject matter of the Agreement between the Company and the Customer. The 'Customer' shall mean the person, firm or company offering to purchase Goods from the Company and shall include any substitute or nominated person, firm or company and any entity in the group or association of which the person, firm or company forms or is a part. The 'Agreement' means any agreement between the Company and Customer for the purchase and sale of Goods made subject to these Terms and Conditions, and where applicable, the Application For Trade Credit and the Personal Guarantee.

2. EXCLUSION OF WARRANTIES

All terms, warranties, representations and conditions whether made orally or implied by circumstances, custom, contract, equity, statute or common law are hereby excluded. Without prejudice to the generality of the foregoing, all terms implied by Sections 13, 14 and 15 of the Sale of Goods Act 1893 are hereby excluded to the extent that such is fair and reasonable and to the extent that such is permitted by Irish law. All terms implied by the Sale of Goods and Supply of Services Act, 1980 are also hereby excluded to the extent that such is fair and reasonable and to the extent that such is permitted by Irish law including, without prejudice to the generality of the foregoing, Section 39.

3. LIMITATION OF LIABILITY

The Company shall not be liable to the Customer for of any representations (unless fraudulent) or for any special, incidental, indirect, punitive or consequential loss or damages, whether occasioned by the negligence, fault, error, omission, act or breach of the Company, its employees and contractors and sub-contractors and which shall include, without limitation, loss of business, revenue or profits, economic loss, loss of use or data, loss of savings or anticipated savings, loss of investments, loss of reputation or goodwill, capital costs or loss of extra administrative cost whether or not foreseeable, arising out of or in connection with this Agreement, whether in an action based on contract, equity or tort including negligence or other legal theory. Nothing in this Agreement excludes, or attempts to exclude, the Company's liability in respect of death or personal injury caused by the Company's negligence.

Notwithstanding any other provision of this Agreement, the aggregate liability of the Company for or in respect of all breaches of its contractual obligations under this Agreement and all representations, statements and tortious acts or omissions arising under or in connection with this Agreement shall in no event exceed the cost of the Goods purchased by the Customer from the Company at the time the Goods complained of were ordered in which the alleged breach, representation, statement, tortious act or omission occurred.

4. GENERAL

All orders placed by a Customer with the Company are subject to these Terms and Conditions and any variations will only be binding on the parties hereto if such variation is in writing and signed on behalf of the Company by a Director of the Company.

5. SETTLEMENT TERMS

The price payable for the Goods is exclusive of and shall not include [(i) any costs of packaging and carriage of the Goods; and (ii)] any value added tax or other applicable sales tax or duty, which, if applicable, shall be added to the price payable at the rate prescribed by law. Payment shall be made by the last day of the month next following the month in which each invoice is charged to the Customer. The Company shall be entitled to charge interest (calculated on a daily basis) on any overdue payment from the date such payment was due to the date of actual payment (and whether before or after any judgment) in accordance with the rate set out in the European Communities (Late Payment in Commercial Transactions) Regulations 2002. Invoices for the interest shall be issued and fall due in the same way as those for the supply of Goods and may be sued on as a contract debt. In this condition 5, time shall be of the essence.

6. QUOTATIONS

All quotations are subject to acceptance within one month. Orders are accepted subject to availability of stock. All quotations are given at current prices, but are subject to alternations without notice in accordance with prices and discounts (if any) applicable at time of delivery.

7. ORDERS

Written confirmation of all telephone orders must be provided before the Company accepts the order. This written confirmation may take the form of facsimile or e-mail. The Company may cancel or suspend delivery of all or any part of any order, if any of the Customer's commitments with the Company are not met or if the Company is of the opinion that such commitments will not be met. All orders shall be for box quantities and orders for part boxes or splitting of boxes shall not be accepted.

8. DELIVERY

Whilst the Company shall always do its best to comply with a date quoted for delivery of Goods, it accepts no liability or responsibility for loss or damage arising from failure to comply with dates quoted. All Goods will be deemed to have been delivered in good order unless the Company is notified in writing within seven days from receipt of Goods. Quantities appearing on our Delivery Advice and Return Dockets shall be binding on the Customer unless written notification of any query relating thereto is received within seven days from date of issue of the relevant docket.

9. RETURN OF GOODS

Subject to a consumer's right of cancellation pursuant to the European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communication) Regulations, 2001 (the "2001 Regulations"), Goods supplied in accordance with the Customer's orders cannot be accepted for return without the Company's written consent. If consent is given an administration charge of 20% will be applied. Goods returned must be consigned Carriage Paid and accompanied by a packing note stating the Company's Delivery Note Number. Save in accordance with the 2001 Regulations, non-stock items, ordered specifically at the Customer's request, will not be accepted for return.

10. RETENTION OF TITLE

Ownership of property in the Goods shall remain in the Company until the full amount of all monies owing to the Company for the Goods has been received by the Company. [Until payment the Customer shall keep the Goods separate and store them in such a way that they are clearly identifiable as the property of the Company. Until property in the Goods passes to the Customer, the Customer shall hold the same as bailee for the Company and as such shall be bound by all fiduciary obligations arising out of such bailment. Notwithstanding the foregoing, the Customer shall be entitled to sell the Goods but the Customer in its fiduciary capacity as bailee shall be bound to account fully to the Company in respect of the proceeds of sale thereof and shall be obliged to keep these proceeds segregated in a separate account. The said duty to account is absolute and shall arise on every sale of the Goods and shall not be deemed to be waived whether the resale shall occur within the period of credit granted by the Company to the Customer or otherwise.] Any servant or agent authorized by the Company shall be entitled to enter upon the premises of the Customer for the purpose of removing any Goods which are the property of the Company and which are in the possession of the Customer. The Customer's power sale shall automatically cease if a receiver is appointed over any assets or the undertakings of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation. Where payments are received on account from the Customer by the Company such payments shall be applied in the first instance against Goods which the Customer has let out of his possession, next as payment for Goods which the Customer shall have converted or used in any assembly process, and finally as payment against the oldest outstanding invoice. The Company may at any time, give notice to the Customer requiring the Customer to redeliver any Goods where the Customer is in default of payment for longer than thirty days.

11. TERMINATION

The Company may, without prejudice to any of its other rights, immediately terminate this Agreement and/or suspend the performance of any order placed by the Customer and shall be entitled to charge the Customer, and the Customer shall immediately become liable to pay, for any works, services and supplies already carried out (whether completed or not) including the cost of any materials purchased on behalf of the Customer, should the Customer become insolvent or should an effective resolution be passed or a petition be presented for its winding up, or there is convened a meeting for the purpose of or purposes to enter into an examinership, or arrangement or composition for the benefit of its creditors, or if a receiver or examiner is appointed over its undertaking or part thereof, or if it shall be deemed unable to pay its debts pursuant to section 213 of the Companies Act 1963 (as extended and/or amended) or if the Customer is declared a bankrupt or commits an act of bankruptcy under Section 7 of the Bankruptcy Act 1988 or should the Customer cease or threaten to cease to carry on any significant part of its business or suffer a change of management or ownership which the Company deems to be against its interests or if the Customer is in breach of any of its obligations under these Terms and Conditions.

12. WAIVER

Failure or delay by the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at time or times thereafter.

13. ILLEGALITY AND SEVERANCE

If any provision of these Terms and Conditions is held by a competent authority to be invalid or unenforceable in whole or in part then that provision shall, to the extent required, be severed from the order and shall be ineffective without as far as possible modifying any other provision or part of the order and this shall not affect any other provisions of the order which shall so far as is reasonably possible remain in full force and effect.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Company and the Customer and replaces all prior agreements, understandings, statements and communications between the Company and the Customer.

15. FORCE MAJEURE

The Company will make every effort to carry out the Customer's instructions and the order but shall be under no liability if unable to carry out any provision of the order for any reason beyond the Company's reasonable control (without limiting the foregoing) including the inability to secure labour, materials or supplies, breakdown of machinery, or as a result of the Act of God, war, labour dispute, fire, flood, drought, legislation, failure of power supply or any other cause beyond the Company's reasonable control. [During the continuance of such instance of Force Majeure the Customer may by notice in writing to the Company elect to terminate the order and pay for works, services and/or supplies provided or used up to such notice but subject thereto shall otherwise accept delivery when available.]

16. DATA PROTECTION

(i) The Company's nominated data protection officer is *[insert title of individual who may be contacted if an individual has a query about any of his or her personal data held by CED Century Electrical Distributors]* and can be contacted at *[insert contact details]*. The Company uses any personal data obtained from the Customer or other [Irish] businesses for the general administration of its business, including but not limited to, building up a database of its customers, billing and invoicing customers, *[insert any further purposes for which data is used.]*

(ii) In circumstances where a personal guarantee is given by an individual on behalf of a Customer in order to secure trade credit for the Customer [and/or where the Customer is a sole trader or a partnership], the Company may search and /or disclose and register information about such guarantor, [sole trader, or one or any of the individuals in a partnership] (hereinafter referred to as the "Data Subject(s)") with a credit reference agency, other [Irish] businesses providing similar credit services [and/or a fraud prevention agency].

(iii) Information searched, disclosed and registered with a credit reference agency may be used by the Company, the credit reference agency, other businesses providing similar credit services and other registered users of the agency to:

- (a) help make decisions about credit and credit related services, for the Data Subject [and members of his or her household];
- (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for the Data Subject [and members of his or her household];
- (c) trace debtors, recover debt, prevent fraud and to manage the Data Subjects accounts; and
- (d) check the Data Subject's identity to prevent money laundering.

(iv) [The information may also be used for statistical analysis about credit, insurance, fraud and to carry out market research.] [The Company may disclose the details of any credit incurred or any indebtedness that may exist between the Company and the Data Subject to the credit reference agency and/or other businesses providing similar credit services.] [If a Data Subject gives the Company false or inaccurate information and the Company suspects fraud, the Company may record this.] Details of the credit reference agencies and/or other businesses providing similar credit services used by the Company are available from the data protection officer. The Data Subject also has a right on payment of a fee, to receive a copy of the information the Company holds about him or her if he or she applies to the data protection officer, identified above.

17. GOVERNING LAW AND JURISDICTION

The laws of Ireland shall govern this Agreement and the Customer agrees to submit to the exclusive jurisdiction of the Irish courts.

I/We have read the Terms and Conditions [3 pages including this page] forming part of the agreement with the Company for the sale and purchase of the Goods and hereby agree to be bound by these Terms and Conditions and consent to the use of my/our personal data for the purposes described in them.

Signature*: _____ **Date:** _____

Signature*: _____ **Date:** _____

For and on behalf of: _____

***To be signed by an authorised signatory for the Customer.**