

TULPANY LTD t/a HORIZON OFFICE WHOLESALE

UNIT 1 NORTHWEST BUSINESS PARK, BLANCHARDSTOWN, DUBLIN 15

Terms and Conditions of Sale

1. INTERPRETATION

1.1 In these Conditions:

'BUYER' means the person who accepts a quotation of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller.

'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.

'SELLER' means Tulpány Ltd t/a Horizon Office Wholesale (A Firm).

'CONDITIONS' means the standard Terms and Conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. (the seller reserves the right to change these Terms and Conditions without prior notice)

'CONTRACT' means the contract for the purchase and sale of the Goods.

'WRITING' includes letter, email, facsimile and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant times.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation from the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Terms & Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorized representatives of the Buyer and the Seller.

2.3 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the quantities of any order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods with regard to instructions which allows the Buyer to assemble the goods as required.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation or the Buyer's order (if accepted by the Seller).

3.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the Agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of the order. Where the Goods are supplied for export from the Ireland, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as and without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, fuel increases, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specification for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 The price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Seller.

4.4 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided that they are returned undamaged to the Seller before the due payment date.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of the end of the month of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. Time is of the essence with regard to payment of the invoice. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 cancel the contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent per annum above Ulster Bank Ireland standard overdraft rate, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 Payment of all amounts due to the Seller shall be made by transfer into the Allied Irish Bank, Blackthorn Road, Sandyford, Dublin 18. Account Number 29972025 Sort Code: 93-35-70 and IBAN IE34AIBK93357029972025 quoting Horizon Office Wholesale as reference or by cheque or draft made payable to Bibby's Financial Services (Ireland) Limited and sent to Bibby's at Third Floor, Heather House, Heather Road, Sandyford, Dublin 18. Payment to any other party will not constitute a valid discharge of the debt.

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer or collection of the Goods at the Seller's premises shall be made at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller and the Seller delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving notice to the Buyer.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 when the goods are delivered at the Buyer's premises or if the Buyer wrongfully fails to take delivery of the Goods at the time when the Seller has tendered delivery of the Goods; or

7.1.2 at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.3 in the case of Goods to be delivered to a third party at the time of delivery or if the Buyer or third party wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due,

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property.

7.4 Until such time as the property in the Goods passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. EXPORT TERMS

8.1 In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made, unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

8.2 Where the Goods are supplied for export from the Ireland, the provisions of this clause 8.2 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

8.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

8.4 Payment of all amounts due to the Seller shall be made by transfer into the Barclays Bank Plc, Liverpool Lord Street, Liverpool 1, Account Number 40507504 Sort Code: 20-51-01 SWIFT Code BARCGB22 and IBAN GB81 BARC20510140507504 quoting Horizon Office Wholesale as reference or by cheque or draft made payable to Bibby's Financial Services (Ireland) Limited and sent to Bibby's at Third Floor, Heather House, Heather Road, Sandyford, Dublin 18. Payment to any other party will not constitute a valid discharge of the debt.

8.5 The Buyer undertakes not to offer the Goods for resale in the Irish Republic or any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

9. GENERAL

9.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of same or any other provision.

9.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

9.4 The Contract shall be governed by the laws of Ireland, and the Buyer agrees to submit to the exclusive jurisdiction of the Ireland Courts.