

WILO IRELAND – STANDARD CONDITIONS OF SALE

1. Definitions

The term "The Company" shall mean the Wilo Engineering Ltd trading as WILO Ireland and its trading divisions, successors and assigns or any person acting on behalf of with the authority of Wilo Engineering Ltd. The term "The Customer" shall mean any person, the firm or company who purchases any goods or services from the company, this shall mean any person or entity described as such in the invoices of application for credit, quotation, work authorisation, claim or any other forms to which these terms and conditions apply, this should mean any person acting on behalf of this and with the authority of such person or entity. The term "the premises" (of the customer) shall mean any premises, store or site which the customer may use for the storage, fabrication or insulation of the companies goods. "Goods" shall mean goods supplied by the company to the customer (and where the context so permits shall include any supply of services as hereinafter defined) and are as described in the invoices, quotations, work authorisation, claim or any other forms as provided by the company to the customer. "Services" shall mean all services supplied by the company to the customer and includes any advices or recommendations (and where the context so permits shall include the supply of goods as definable.) Price shall mean the cost of the goods as agreed between the company and the customer subject to Clause of this contract.

2. Conditions

These conditions apply to and are deemed to be incorporated in all orders, contacts, quotations and tenders for the supply of goods or services by the company. These conditions supersede any terms and conditions contained in any customer order unless agreed in writing with the company. Any qualifications or other conditions proposed by the customer will not apply to the contract unless expressly endorsed in writing by the company.

3. Quotations

Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of 30 days from the date of quotation. Should a quotation not be accepted from 30 days the quotation may be subject to alteration to take account of increases of the cost. In addition the quotation may be withdrawn any time prior to the acceptance in writing. Stenographical errors or clerical errors, if any, are subject to subsequent correction.

4. Acceptance

- Any instructions received by the company from the customer for the supply of goods and/or the customers acceptance of goods supplied by the company shall constitute acceptance of the terms and conditions contained herein.
- Where more than one customer has entered into this agreement, the customers shall be jointly and severally liable for all payments of the price.
- Upon acceptance of these terms and conditions by the customer the terms and conditions are irrevocable and can only be amended with the written consent of the company. The customer undertakes to give the company at least 14 days notice of any change in the customer's name and address and any other change in the customer's details.

5. Published Prices

- At the company's sole discretion the price shall be the companies quoted price.
- Subject to clause 5 and point 2 which shall be binding upon the company provides that the customer shall accept the company's quotation in writing within 30 days.
 - The company reserves the right to change the price in the event of a variation to the company's quotation or based costs.
 - The acceptance of a tender by the customer is not binding on the company until the acceptance is confirmed, in writing.
 - At the company's sole discretion a deposit may be required. Time for payment of the goods shall be of the essence and shall be stated on the invoices and / or delay of claim or any other forms.
 - Retention money shall not be withheld by the customer under any circumstances whatsoever unless agreed in writing by the company prior to the undertaking or permission of any works or services.
 - Payment can be made by cash or by cheque or by bank cheque or by direct debit or by any other method as agreed between the company and the customer.

6. Return of Goods

Goods sent in accordance with any order cannot be accepted unless the company agrees in writing to accept their return as per our return of goods policy

7. Value Added Tax

All prices are quoted exclusive of Value Added Tax.

8. Accounts

Credit accounts can only be opened at the company's discretion and subject to satisfactory references being received; otherwise remittances must be sent with orders. Where a credit account is opened payment for goods shall be made in accordance with any written agreement between the company and the customer, or as stated on the invoice to the customer. The company reserves the right to set a maximum amount of credit allowable upon each account and to withdraw credit facilities without explanation.

9. Default and Consequences of Default

- Interest on overdue invoices shall accrue daily on the gross amount from the date when payment becomes due daily until the date of payment at a rate of 7% per annum above the relevant ECB rate, charged daily and invoiced as per calendar month and such interest shall compound monthly at such a rate as well as before any judgement.
- If the customer defaults in any payment of any invoice when due, the customers shall indemnify the company from and against all costs and disturbance incurred by the company pursuing a debt including legal costs or solicitor and own client basis and the said the companies correct agencies costs.
- Without prejudice any other remedies the company may have, anytime the customer is in breach of any obligation (including those relating to payment) the company may suspend or terminate the supply of goods to the customer and any other obligations under the terms and conditions. The company will not be liable to the customer for any loss or damage. The customer services suffer because the company exercised its rights under this clause. If any account remains overdue after 30 days then an amount greater than €20.00 or 10% of the amount overdue up to a maximum of €200.00 should be levered for administration fees which sum shall immediately be due and payable.
- Without prejudice to the company's other remedies at law the company shall be entitled to cancel all or any part of an order of the customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the customer shall, whether or not due for payment to become immediately payable in the event that
 - Any money payable to the company becomes overdue, or in the companies opinion the customer would be unable to meet its payments or
 - The customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors or
 - A receiver, manager, liquidator (professional or otherwise) or similar persons appointed in respect of the customer or any assets of the customer.

10. Termination

- If the Buyer commits any breach of the contract or becomes bankrupt or insolvent or makes any arrangement with his creditors or goes into liquidation, or has a receiver appointed or has an execution or distress levied on his or its goods then the Company may forthwith determine the contract without prejudices to any claim which the Company may otherwise have and the Buyer shall have no right to claim compensation for such cancellation.
- In the event that the contract is terminated in accordance with Clause 10 (a) above. The Company reserves the right to demand to recover at the Buyer's expense and without demand, all the goods and materials that remain the Company's property in accordance with clause 13 of the Terms and Conditions of Sale.

11. Description and Quality

- Illustrations, descriptions, weights and technical data in any of the companies catalogues, price lists and statements (written or oral) made by any representative of the company is provided to give the customers an approximate picture and description only and not to form the basis of any contractual liability.
- No warranty or condition in that article shall accord with such illustration, description or statement is to be implied and any warranty or condition capable of or arising is hereby excluded.
- Design of goods are subject to alteration without notice.
- All quotations given and sales made are upon the condition that, although the goods supplied are of sound commercial quality, the company can accept no liability as to

their suitability for any purpose other than that specified in writing by the customer at or prior to time of sale.

12. Guarantee

- The company undertakes as its option to replace or refund the purchase price of any goods sold or supplied the following circumstances only:
- Where goods do not correspond to any written identifying description applied to them.
 - Where the goods are proved to be unfit for a particular purpose which was expressed in writing to the company.
 - Where the goods proved to be defective and not fit for their ordinary purposes within 24 months from date of manufacture, the company's liability under this clause shall be accepted by the customer of any warranty or condition whether expressed or implied by law.

13. Defects

The customer shall inspect the goods on delivery and shall within 3 days notify the company of any alleged defect, shortened in quantity, damage or failure to comply with the description of quote. The customer shall afford the company an opportunity to inspect the goods within a reasonable time following delivery if the company believes that the goods are defective in any way. If the customer shall fail to comply with these provisions the goods shall be presumed to be free from any defect or damage. For defective goods which the company has agreed in writing that the customer is entitled to reject, the companies liability is limited (either at the companies discretion), replacing the goods or repairing the goods.

14. Sale of Goods Act 1893 and Sale of Goods and Supply of Services Act 1980

- The company undertakes to provide services with reasonable skill and care. If defects due to a failure to exercise such skill and care occur within 12 months of the completion on the supply, the company undertakes to remedy the defects.
- This agreement is subject to the provisions of the sale of goods act 1893 and the sale of goods and supply of services act 1980 and all cases except where the customer is contracting within the terms of a trade/business (which case is specifically excluded).
- Notwithstanding the above clause nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the sale of goods act 1893 (in particular section 12 – 15) or in the sale of goods and supply of services act 1980 or any laws or legislation governing the rights of consumers except to the extent permitted to those acts laws or legislation.

15. Retention of Title

- It is the intention of the company and agreed by the customer that ownership of the goods shall not pass until
 - The customer has paid all amounts owing for the particular goods and
 - The customer has met all other obligations due by the customer to the company in respect of all contracts between the company and the customer.
- Receipt by the company of any form of payment other than cash shall not be deemed to payment until that form of payment has been honoured, cleared or recognised and until then the company's ownership or rights in respect of the goods shall continue.
- It is further agreed that
 - Where practical the goods shall be kept separate and identifiable until the company has received all payment and all other obligations of the customer met and
 - Until such time as ownership of the goods shall pass from the company to the customer the company may give notice in writing to the customer to return the goods or any of them to the company. Upon such notice the rights of the customer to obtain ownership or any other interest in the goods shall cease and
 - The company shall have the right of stopping the goods in transit whether or not delivery has been made and
 - If the customer fails to return the goods to the company then the company or the companies agent may enter upon and into the land and premises owned or occupied or used by the customer or any premises as invitee of the customer where the goods are situated and take possession of the goods and
 - The customer is only a bailee of the goods and until such time as the companies received payment in full for the goods then the customer shall hold any proceeds from the sale or dispose the goods on trust for the company and
 - The customer shall not deal with the money of the company in any way which should be adverse to the company and
 - The customer shall not charge the goods in any way nor grant nor otherwise give any interest in the goods while they remain the property of the company
 - The company can issue proceedings to recover the price of the goods notwithstanding that ownership of the goods may have not passed to the customer until such time that ownership in the goods passes to the customer, if the goods are converted into other products, the parties agree that the company will be the owner of the end products.

16. Warranty

- Subject to the conditions of warranty set out in clause 16.2 the company warrants that any defect in any workmanship of the company becomes apparent and is reported to the company within 24 months of the date of delivery (timing of the essence) in the company will either (the company's sole direction) repair the defect or remedy the workmanship.
- The conditions applicable to the warranty given by clause 14 are
 - Failure on part of the customer to properly maintain any goods or
 - Failure on the part of the customer to follow instructions or guidelines provided by the company.
 - Any use of any goods otherwise done by any application specified on a quote order form or
 - The continued use of any goods after any defect becomes apparent or avoid apparent to a reasonably a prudent operator or user or
 - Wear and tear or any accident or act of god.
- The warranty shall cease and the company shall thereafter under no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the companies consent.
- In respect of all claims the company shall not be liable to compensate the customer for any delay either replacing or repairing the workmanship / goods or properly assessing the customers claim.
- The goods that are manufactured by the companies warranty shall be the current warranty provided by the current manufacturer of the goods. The company shall not be bound nor held responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the goods.
- Where the installation has been carried out by a third party no warranty is given by the company as to the quality or suitability of the installer for any purpose and any applied warranty is expressly excludable. The company shall not be responsible for any loss or damage caused to the goods or any part thereof however arising.

17. Limitation of Liability

- Subject to Clause 16 the company's liability is limited and not provided in clauses and above. The company shall not be liable in any circumstances to the customer by way of indemnity or by reason or breach of contract of negligence or a breach of statutory duty or otherwise for loss or damage of any kind can either direct, indirect the consequence.
- All conditions, warranties or the terms implied by statutes or common law in relation to any goods or services applied by the company pursuant to these conditions, and all other rights or remedies whether contractual or otherwise against the company in relation to the goods or services supplied pursuant to these conditions are hereby excluded to the fullest extent permitted by law and in particular, but without prejudice to the generality of the foregoing, the company shall be under no liability in respect of any defect in the goods arising from any drawing, design, specifications applied by the customer or in respect of any defect arising from wear and tear, will avoid damage, negligence, abnormal working conditions, failure to comply with the companies instructions, whether all or in writing or alteration or repair of the goods without the companies prior approval in writing.
- The customer hereby acknowledges that he is purchasing the goods in the course of his business and that accordingly by doing so he is not dealing with the consumer within the meaning of the sale of goods and supply of services act and the customer hereby further acknowledges that he understands these conditions and the exclusions and limitations contained herein and that such exclusions and limitations are fair and reasonable in the circumstances
- Any claim by the customer in respect of any defect and the quality of the condition of the goods or their failure to correspond with the specification shall (whether or not delivery is refused by the customer) be notified to the company within 5 days from the date of delivery or (where the defective labour was not an apparent reasonable inspection) within a reasonable time after discovery of the defective failure and any event before the goods are incorporated in or fixed to any vehicle, structure or construction if delivery is not refused and the customer does not notify the company as aforesaid, the customer shall not be entitled to reject the goods and the company

shall have no liability for such defect or failure, and the customer shall not be bound to pay the price if the goods have been delivered in accordance with the contract.

- Subject to clause 16 of these conditions where any claim in respect of any defect in the quality or the condition of the goods or their failure to meet the specification is notified to the company in accordance with paragraph of this clause the company shall be entitled to replace the goods (where the part in question) free of charge or at the company's sole discretion credit the value of the goods to the customer's account, and the company shall have no further liability to the customer.
- The companies liability whether (in contract or otherwise) in respect of any goods supplied to the customer shall be limited solely to the invoice cost of such goods and the company shall not be liable for any injury, damage, loss, costs or expenses whatsoever or howsoever arising out of or in connection with the supply to the customer of the goods or their use or resale by the customer and in particular but without prejudice the generality of the foregoing, the company shall not be liable for any injury, damage, loss, costs or expense of whatsoever or howsoever arising incurred or suffered by the customer or any third party in respect of any goods resold by the customer or incorporated in or fixed any vehicle, thing, structure or construction.

18. Tests and Inspection

Special tests in the presence of the customer or representative will be charged to the Buyer or otherwise agreed in writing and in the event of delay on the Buyers part or the representatives part in attending such a test, after seven days notice of the place and time of such test, the test will proceed in the customers absence and shall not be deemed to have been carried out in the customers presence.

19. Specifications and Performance

The Company reserves the right at any time to alter any of its designs or specifications without notice. Figures relating to performance published or communicated by the Company are based on experience obtained from tests and the Company does not warrant that equivalent will necessarily be obtained on any specific installation.

20. Packing

All Packing cases and crates shall be charged for at cost where applicable, but credit will be given therefore if returned in good condition within one month from the date of delivery to the Buyers premises

21. Delivery

- Dates quoted for delivery are of approximate only and in this respect time will not be of the essence of the contract. The company shall deliver within a reasonable time of the date of delivery quoted with regard being had to the surrounding circumstances.
- Where the company offers delivery to a site nominated by the customer then its obligation will be to deliver as near to the site as a safe hard road permits. The customer shall provide free of charge any labour and machinery required for the purposes of unloading, loading or stacking.
- In the event of any goods or any packing or container being delivered and deposited further on the public highway or else where the customer shall be responsible for all steps which need to be taken for the protection of persons or property in relation to such goods, packing or container and shall indemnify the company in respect of all or any costs, claims, losses and expenses which the company may incur as a result of such delivery.
- The company cannot accept any liability for any direct or indirect loss arising from delays caused by fire, flood, loss or delay in transit, strike lockout or from any other cause beyond the company's reasonable control.

22. Cancellation of Orders

- The company may cancel these terms and conditions or cancel the delivery of goods at any time before the goods are delivered or by giving written notice. Giving such notice the company shall repay to the customer any sums paid in respect of the price. The company shall not be liable for any loss or damage whatsoever arising from such cancellation.
- In the event that the customer cancels delivery of goods the customer shall be liable for any loss incurred by the company (including but not limited to any loss of profits) up to the time of cancellation.

23. Force Majeure

- The company shall not be liable to the customer or any third party, for loss, damage, liability, costs or expenses whatsoever or howsoever arising from or in connection with any delay or in performing or in any failure to perform any of the companies obligations in relation to the goods if such delay or failure was due to a cause beyond the companies reasonable control and without prejudice to the generality to the foregoing the following shall be regarded as causes beyond the companies reasonable control:
 - Act of God, explosion, tempests, fire or accident.
 - War or threat of war, sabotage, insurrection or civil disturbance.
 - Acts restrictions or regulations by laws or murders of any kind whatsoever by any government or any agency thereof or any local authority.
 - Strike, lock-out or any industrial action or trade dispute whether involving employees of the company or a third party.
 - Difficulties in obtaining raw materials, labour, fuel, parts and machinery.
 - Power failure, breakdown of machinery of plant or damage to or destruction to the whole or part of the goods.
- Where the company delays performance or fails to perform any of its obligations by reason of any cause beyond the companies reasonable control, including without limitation, any of the events specified in clause to cause such delay or failure shall be without prejudice to the companies right to recover all sums including all costs reasonably incurred by the company, owing to the company in respect of confinements of goods delivered.

24. Overseas Contracts

If the Buyer is resident in Ireland goods supplied to him by the Company shall not be exported from Ireland without the prior consent of the company. If any such goods are exported without such consent the Companies Guarantee shall be cancelled.

25. Carriage Charges

Unless otherwise specified by the Company all prices are "ex Works" and do not include the cost of delivery. Carriage will be charged to the Buyer. All goods shall be consigned by method selected by the Company but so far as possible at the most economic rate unless the Buyer gives instructions. The risk in respect of goods will pass to the Buyer when the goods leave the Company's premises and all goods are consigned at the Buyers risk.

26. Notifications

ALL NOTIFICATIONS TO THE COMPANY SHOULD BE SENT BY REGISTERED POST, RECORDED DELIVERY OR FAX TO:
Wilo Engineering Ltd
T/A WILO Ireland,
UNIT A14, CALMOUNT PARK,
CALMOUNT AVENUE,
DUBLIN, D12 E395.
TEL 01-4260000, FAX 01-4260010

27. Waiver

A waiver by the company of any conditions does not constitute a general waiver of such conditions. No waiver by the company or of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach or of any other position.

28. Notice

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principle place of business or such other address as may, the relevant time, be notified pursuant to these provisions to the party giving notice.

29. Severance

If any provision of these conditions is held by a competent party to be invalid or unenforceable in whole or in part of the validity of the other provisions of these conditions and the remainder of the condition in question shall not be affected thereby.

30. Governing Laws

The contract between the company and the customer for the supply of goods or services, which includes these conditions shall be governing, construed and shall take effect in accordance of the Law of the Republic of Ireland.