



Terms & Conditions

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STANDARD TERMS AND CONDITIONS FOR ZED AUTOMATION

GENERAL: 1. All contracts between ZED Automation Limited trading as "ZED Automation" ("the Company") and the customer for supply of goods and services in the Republic of Ireland shall be on these conditions ("the Conditions") and shall supersede any terms and conditions proposed by the customer and may not be varied except by written consent of an authorized officer of the company. The giving of delivery instructions, the acceptance of any payment for any goods or service or any conduct in confirmation of the transaction hereby contemplated shall constitute acceptance by the customer of these conditions.

No servant or agent of the company has any authority to give any warranty or to make any representation concerning the products of the Company.

QUOTATIONS: 2. Quotations for any Service, Maintenance, Installation or Consultation are normally open for acceptance within 12 weeks from the date thereof, but are subject to confirmation in writing by the Company at the time of such acceptance, and no order (whether made pursuant to a quotation or not) shall create a contract unless it is accepted by the Company by acceptance in writing. In the event of such a refusal no damage or expenses of any kind whatsoever shall be payable by the Company to the Customer.

PRICE: 3. Prices quoted are based on the cost of materials, labour, transport, duties, levies and statutory obligations ruling at the date of quotation. Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas being made available to the Company Monday to Friday, 8 a.m. to 6p.m. The Company reserves the right to increase the price to cover wasted costs if on the date of installation there is not available both electrical power to run the Company's tools and to commission the goods. The Company shall also be entitled to increase such price in the event of changes in specification, quantities, delivery or installation instructions notified to the Company after the acceptance of an order and in the event of any error or omission on the part of it, its servants or agents affecting if or their circulation. Prices stated do not include Value Added Tax which will be added, where applicable, at the appropriate rate at the time of invoicing.

TERMS OF PAYMENT: 4. (a) Unless otherwise stated in the Company's quotation all prices are strictly net and payment shall be made within 30 days of receipt of the Company's invoice or invoices without any discount or other reduction and without deferment on account of disputes or cross claims. (b) The Company may at its sole discretion require at any time by invoice that all or part of the price shall be paid in advance or on account and sums so invoiced shall be immediately payable, any balance remaining payable as otherwise provided herein. (c) If full payment is not received by the due date for payment: (i) Interest shall be payable by the customer from the date by which payment should have been made on the unpaid amount on a daily basis at the rate of 3% per annum above the base lending rate of The Governor and Company of the Bank of Ireland from time to time in force unless otherwise specified. (ii) The Company shall have the right to suspend all further deliveries until payment is made in full or cancel the order and/or any subsequent orders in so far as any goods remain to be delivered there under and no time or indulgence granted by the Company to the Customer shall prejudice any right or remedy which the Company may have in any manner whatsoever.

NON CONSUMER: 5. (a) The Customer shall be deemed in placing an order with the Company to have given a warranty that they are not a consumer within the meaning of Section 3 of the Sale of Goods Acts, 1893 - 1980, and is buying the goods and services in the course of a business or statutory undertaking carried on by them. Any breach of this warranty by the Customer shall entitle the Company to rescind the order and to sue the Customer in damages for fraudulent misrepresentation. (b) In the event of the Customer purchasing goods by description, the provisions of Section 13 of the Sale of Goods Act, 1893 as amended by section 10 of the 1980 Act (which implies that the goods should correspond with their description) shall not apply in so far as the Customer has agreed to accept products which vary in size, shape, quality, quantity or specification as provided by Clause 16 thereof. (c) The Company makes and gives no warranty and it shall not be a condition of this contract that the products supplied hereunder are fit for the purpose for which the Customer requires them (whether or not this purpose has been made known to the Company) and are of merchantable quality. The Customer accepts that prior to agreeing to purchase the goods hereunder he has satisfied himself as to their fitness for his purpose and so to their merchantable quality in regards to the use for which he requires them and not relied upon the Company's skill, judgement or representations, if any, before so satisfying himself. (d) In the event of the Customer purchasing goods by sample, the provisions of Section 15 subsection (a) (b) of the Sale of Goods Act 1893 as amended by Section 10 of the 1980 Act (which implies that the bulk of the products comply with the sample in quality and that the customer has had a reasonable opportunity of comparing the bulk with the sample) shall not apply to this contract in so far as the Customer has agreed to accept products which vary in size, shape, quantity, quality or specification as provided by Clause 16 hereof. (e) In the event of the Customer purchasing the products by sample, the provision of section 15 sub-Section (c) of the Sales of Goods Act, 1893 as amend (which implies that the sample and the product are free from defects which are not apparent on a reasonable examination) shall not apply to this contract.

DELIVERY 6. Any time stated by the Company for delivery, dispatch or installations are not of the essence of any contract either as to supply or as to installation. Such times are given by way of general information only and in the event that delivery, dispatch or installation is not made for any reason whatsoever at the times stated, the Company shall not be liable for damage or loss whatsoever sustained by the Customer. In the event that the Customer does not take delivery of the goods forthwith upon notification that manufacture of the goods has been completed, the Company shall be entitled to charge and recover reasonable storage rates which shall be added to the price stated in its quotation and shall be paid in accordance with Clause 3 of these Conditions.

CANCELLATIONS 7. Once the Company has accepted an order no cancellation in whole or in part can be made by the Customer without the Company's consent which will normally only be granted (a) where the Company can cancel any relevant order placed with its own supplier and (b) on terms that a cancellation charge is paid by the Customer to cover all expenses and charges incurred by the Company and the Company's loss of profit on the order. Since the goods are manufactured to fulfill the customers particular requirements, in the event of cancellation, the company may be unable to re-sell the goods or any part thereof at better than scrap value, and for the purpose of calculating the Company's loss of profit, the Company shall owe no duty to seek to re-sell the same at better than scrap value.

RISK AND RESERVATIONS OF TITLE 8. (a) Upon delivery all risk of loss or damage to the goods shall pass to the Customer. (b) The property in the goods shall remain vested in the Company until both (i) the payment of the total price thereof and (ii) any other payments due to the Company from the Customer have been made. (c) Until the payments referred to in sub-clause (b) above have been made in full the Customer shall hold the goods as fiduciary agent for the Company and shall mark the goods with an identification that they remain the Company's property and they shall be kept separate and identifiable from any other products in the Customer's possession and shall be returned to the Company upon request and all the incidence associated with a fiduciary relationship shall apply. (d) The Company shall have the right with or without prior notice at any time to retake possession of the whole or any part of the goods (and for that purpose shall be granted an irrevocable license to go upon any premises occupied by the Customer) (e) The Company shall have the right to dismantle the control board from any items in which it may have been incorporated without prejudice to any of its other remedies. (f) Notwithstanding paragraph (c) hereof, the Customer shall be permitted to sell or dispose of the goods to third parties in the normal course of business. In this respect the Customer shall act in the capacity of a Commission Agent and the proceeds of any such sale shall be held in trust for the Company in a manner which enables the proceeds to be identified as such. The Company as Principal shall remunerate the Customer as Commission Agent by payment of a commission equivalent to the surplus which the Commission Agent may obtain over and above the price payable by the Customer to the Company under the original contract of supply in respect of the goods sold.

LIABILITY FOR DEFECTS 9. (a) The Company warrants for a period of one year from the date of installation that the goods will be free of defects in material and workmanship. During the said period, the Company's sole obligation shall be to repair any goods which are disclosed to the Company's satisfaction lobe so defective. Replacement parts supplied for the goods or repairs made to the goods during the original warranty period for such goods shall be warranted for an additional period of 3 months after the Customer's receipt of such replacement parts or repaired goods, as the case may be, or until expiry of the original warranty period, whichever is the longer period. This warranty will be invalidated if goods or parts are supplied by any other party other than the Company or a duly accredited operative or if the goods or parts are misused or neglected by the Customer or used other than in their ordinary commercial or industrial usage. (b) The Company shall not in any circumstances be liable to the Customer for any loss of profits, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of whatsoever nature suffered by the Customer in connection with the installation, use, functioning or state of the goods or in connection with anything done or omitted lobe done by the Company its servants or agents, including any breach by the Company of any fundamental term of any order, save that nothing contained in this sub-clause shall exclude any liability arising from the negligence of the Company causing death or personal injury. (c) The Company's liability under sub-clause (a) and (b) shall be to the exclusion of any other liability to the Customer. The Customer recognizes that the limitations contained in this clause are reasonable as the prices quoted are dependent upon such limitations being incorporated into the contract. (d) The Customer shall indemnify the Company against all actions, proceedings, claims or demands by third parties whether contractual, tortious (including negligence or breach of statutory duty) or otherwise howsoever and whatsoever the clause thereof arising directly or indirectly in connection with any of the matters in sub-clause (b) above.

INSOLVENCY 10. If the Customer becomes insolvent or in the Company's opinion is likely to go into bankruptcy receivership administration or liquidation or makes default in or commits a breach of the contract the Company may forthwith on written notice to the Customer terminate the contract without incurring liability to the Customer. Without prejudice to the Company's rights which may have accrued up to the date of termination, the Company shall be entitled to receive payment on a quantum meruit basis in respect of work completed or in progress at the date of termination.

FORCE MAJEURE 11. Both the Company and the Customer shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations or if any cause beyond the Customer's or the Company's reasonable control renders the performance of any order impossible. This provision shall not relieve the Customer of its obligation to pay for all goods delivered pursuant to any order.

PERFORMANCE AND DRAWINGS etc. 12. All particulars given by the Company relating to technical performance, dimensions, capacity, output and weight at any goods and all illustrations, description, specifications and drawings are given as accurately as possible but are approximate only and all such material contained in brochures, catalogues, price lists and other advertising matter is intended merely to present a general idea of the goods described therein and none of such material shall form part of the contract and goods may vary slightly.

MODIFICATIONS 13. The Company reserves the right to makes changes in the design and specification of the goods without notice.

INTELLECTUAL PROPERTY 14. The ownership of all patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, design right, know-how, confidential information, trade and business names and other similar protected rights in any country ("the Intellectual Property Rights") in the goods and all works, products, materials developed, written or prepared by the Company in relation to the goods including, without limitation, any and all computer programs, data, diagrams, charts, reports, specifications, studies and inventions and all drafts thereof and working papers relating thereto shall vest in the Company and the Customer agrees not to do or permit any third party to do any act which is inconsistent with or may prejudice the ownership by the Company or of the Intellectual Property Rights.

In the event that the Company uses any material that is supplied by the Customer the Customer shall indemnify the Company against any claims that such material infringes the copyright design right trademark patent or other intellectual property rights of whatever nature of others,

NON ASSIGNABILITY 15. The Contract is between the Company and the Customer as principals and is not assignable without the Company's consent.

QUANTITY 16. (a) The Company will Endeavour to supply the goods sold hereunder in the quantity detailed in the Customer's order, however the Customer agrees to accept such goods despite variation in the quantity so long as either such variation does not extend beyond that generally acceptable in the business or such variation is agreed to by the Customer in writing. (b) The quantity of any consignment of goods delivered under this contract shall be as specified by the Company upon dispatch from the Company's plant or works and such specification shall be accepted by the customer as conclusive evidence of the quantity so delivered unless the customer notifies the Company of such alleged variance within 7 days of the delivery.

LAW 17. The Contract shall be governed by and construed in all respect in accordance with the laws of Ireland and the customer hereby submits for all purposes of and in connection with the contract to the non-exclusion Jurisdiction of the Irish Courts.

NOTICES 18. Any notice required lobe given hereunder shall be sent to the address of the recipient given on the order. A notice shall be deemed to have been served if by hand when delivered, if by telex or facsimile, when sent and if by first class post 48 hours after posting.

GENERAL 19. (a) The marginal notes are for reference purposes only and do not limit or otherwise affect the interpretation of the foregoing conditions. (b) Each of the Clauses and sub-clauses of these Conditions shall be construed as separate and severable.