

1. **DEFINITIONS**
 - 1.1 The term 'the Company' shall mean Petrochem Pipeline Supply Ltd and its trading divisions.
 - 1.2 The term 'the Customer' shall mean any person, firm or Company who purchase any goods or services from the Company.
 - 1.3 The term 'the premises of the Customer' shall mean any premises, store or site which the Customer may use for the storage, fabrication or installation of the Company's goods.
2. **CONDITIONS**
 - 2.1 These conditions apply to and are deemed to be incorporated in all orders, contracts, questions and tender for the supply of goods or services by the Company. These conditions supersede any terms and conditions contained in any Customer's order unless agreed in writing by the Company.
3. **QUOTATIONS**
 - 3.1 Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of fourteen days from the date of quotation unless otherwise agreed. Should a quotation not be accepted within fourteen days the quotation may be subject to alteration to take account of increases in costs. In addition the quotation may be withdrawn at any time prior to acceptance in writing. Stenographical errors or clerical errors, if any, are subject to subsequent correction.
4. **PUBLISHED PRICES**
 - 4.1 Orders places will be charged at prices current at time of delivery.
5. **VALUE ADDED TAX**
 - 5.1 All prices are quoted exclusive of Value Added Tax.
6. **ACCOUNTS**
 - 6.1 Credit accounts can only be opened at the Company's discretion and subject to satisfactory references being given; otherwise remittances must be sent with orders.
 - 6.2 Where a credit account has been opened goods shall be paid for by the last trading day of the month following the month in which the goods were invoiced to the Customer or he is notified that they are available for delivery.
 - 6.3 The Company reserves the right to set a maximum amount of credit allowable upon each account and to withdraw credit facilities without explanation.
 - 6.4 In the even of non payment in accordance with the credit terms the whole of the price for all goods sold by the Company to the Customer, whether under this or any other contract, shall immediately become due and payable and the Company reserves the right, at its option, to cancel or postpone the further performance of its obligations, whether under this or any other contract, without prejudice to any other right or remedy available to the Customer. The Company reserves the right to charge the Customer interest at the rate of 2% per annum above Irish Clearing Bank base lending rate from time to time until payment is made in full.
7. **DESCRIPTION AND QUALITY**
 - 7.1 Illustrations, descriptions, weights and technical date in any of the Company's catalogues, price lists and statements (written or oral) made by any representative of the Company are provided to give the Customer an approximate picture and description only and do not form the basis of any contractual liability.
 - 7.2 No warrantee or condition that he 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.
 - 7.3 Designs of goods are subject to alteration without notice.
 - 7.4 All quotations given and sales made are upon the condition that, although 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.
8. **GUARANTEE**
 - 8.1 The Company undertakes at its option to replace or refund the purchase price of any goods sold or supplied in the following circumstances only.
 - 8.1.1 Where the goods do not correspond to any written identifying description applied to them.
 - 8.1.2 Where the goods prove to be unfit for a particular purpose which has been expressed in writing to the Company.
 - 8.1.3 Where the goods prove to be defective and not fit for their ordinary purposes within 12months of delivery.
 - 8.2 The Company's liability under this clause shall be accepted by the Customer in lieu of any warranty or condition whether expressed or implied by law.
9. **SUPPLY OF SERVICES**
 - 9.1 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 of the supply, the Company undertakes to remedy the defects.
10. **LIMITATION OF LIABILITY**
 - 10.1 Subject to clauses 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 the Company's liability is limited to that provided in clauses 8 and 9 above. The Company shall not be liable in any circumstances to the Customer whether by way of indemnity or by reason of breach of contract or negligence or of breach of statutory duty or otherwise for loss or damage of any kind, whether direct, indirect or consequential.
 - 10.2 All conditions, warranties or other terms implied by statute or common law in relation to any goods or services supplied 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, in 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 or specification supplied by the Customer or in respect of defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions, whether oral or writing, misuse or alteration or repair of the goods without the Company's prior approval in writing.
 - 10.3 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 as a consumer within the meaning of the Sale of Goods and Supply of Services Act 1980 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.
 - 10.4 Any claim by the customer in respect of any defect in the quality or condition of the goods or their failure to correspond with 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 defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure and in any event before the goods are incorporated in or affixed to any vehicle, chattel, thing, 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 be bound to pay the price as if the goods had been delivered in accordance with the Contract.
 - 10.5 Subject to paragraph 10.2 of this Clause 10 where any claim in respect of any defect in the quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with paragraph 10.4 of this Clause 10 the Company shall be entitled to replace the goods (or the parts 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.
 - 10.6 The Company's liability (whether in contract, tort or otherwise) in respect of any goods supplied by it 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 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 to the generality of the foregoing, the Company shall not be liable for any injury, damage, loss, costs or expenses whatsoever howsoever arising incurred or suffered by the Customer or any third party in respect of any goods re-sold by the Customer or incorporated in or affixed to any vehicle, chattel, thing, structure or construction.
11. **TEST AND INSPECTION**
 - 11.1 Special tests or tests in the presence of the Customer or his representative will be charged to the Customer unless otherwise agreed in writing.
 - 11.2 In the event of delay on the Customers part or his representative's part in attending such tests, after 7 days notice of the place and time of such tests, the tests will proceed in the Customer's absence and shall be deemed to have been carried out in the Customer's presence.
12. **PASSING OF PROPERTY AND RISK**
 - 12.1 The risk in the goods shall pass to the Customer on delivery.
 - 12.2 The title of the goods shall remain vested in the Company after delivery until payment of all sums (whether arising out of this or any other contract) has been made in full to the Company.
- 12.3 As long as the title in the goods remains vested in the Company and the goods are in the possession or under the control of the Customer, the following provisions shall apply:
 - 12.3.1 The Customer, while in possession of any goods, the property of the Company, may in the ordinary course of business sell or dispose of the goods to any other person, provided however the proceeds of any such sale or disposal shall, to the extent the Customer has not paid the Company for the goods, be held by the Customer in trust for the Company.
 - 12.3.2 Should the goods or any of them be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing in whatsoever proportion, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the full legal and beneficial ownership of the new product.
 - 12.3.3 Until Title in the goods has passed to the Customer, the Customer shall store the goods as bailee and in a fiduciary capacity for the Company, shall ensure that the goods remain, at all times, separately identifiable as all the property of the Company and shall return the goods to the Company on request.
 - 12.3.4 The Company may at any time, on giving prior notice, enter the premises of the Customer for the purpose of inspecting and identifying the goods and the Customer irrevocably authorises the Company to enter upon the premises of the Customer for that purpose.
 - 12.3.5 The Company may at any time revoke the Customer's powers in 12.3.1 above by notice to the Customer if the Customer is in default for longer than 7 days in the payment of any sum whatsoever due to the Company under this or any other contract or if the Company has bona fide doubts as to the solvency of the Customer.
 - 12.3.6 The Customer's powers in 12.3.1 above shall automatically cease if a Receiver is appointed over any assets of the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 - 12.3.7 Upon determination of the Customer's powers in 12.3.1 above the Customer shall place the goods at the disposal of the Company who shall be entitled to enter upon any premises of the Customer for the purpose of removing such goods from the premises (including severance from realty where necessary).
 - 12.3.8 If goods are returned or repossessed in accordance with the foregoing provisions the Company shall repay the Customer any sums received from the Customer in part payment of the price of the goods up to a maximum amount equal to the current market value of the goods based on their condition at the time of return or repossession and after deducting all costs and expenses of the Company in having the goods returned or repossessed and subject also to any right of set off the Company may have in respect of other sums owing by the Customer to the Company.
 - 12.3.9 Nothing in this Clause 12 shall confer any right on the Customer to return the goods. The Company may take an action for the price notwithstanding the property and the Title in the goods, shall not have vested in the Customer.
 - 12.3.10 If any of the provisions of this clause 12 is held by any competent authority to be invalid or unenforceable in whole or in part the validity and enforceability of the remainder of the provision in question and any other provision of this Clause 12 shall not be affected thereby.
13. **DELIVERY**
 - 13.1 Dates quoted for delivery are approximate only and in this respect time shall not be of the essence of the contract. It shall suffice for the Company to deliver within a reasonable time of the date of delivery quoted, regard being had to all the surrounding circumstances.
 - 13.2 Where the Company offers delivery to a site nominated by the Customer, then its obligation shall be to deliver as near to the site as a safe hard road permits. The Customer shall provide free of charge any labour or machinery required for the purpose of unloading, loading or stacking.
 - 13.3 In the event of any goods or any packing or container being delivered and deposited, whether on the public highway or elsewhere 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 or expenses which the Company may incur as a result of such delivery.
 - 13.4 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, lock-out or from any other cause beyond the Company's reasonable control.
14. **CANCELLATION OF ORDERS**
 - 14.1 The Company reserves the right to charge the Customer for all costs incurred on cancelled orders.
15. **EXAMINATION OF GOODS**
 - 15.1 Goods must be examined forthwith on delivery.
 - 15.2 The Company shall replace any goods damaged or lost in transit to the place of delivery provided such damage or loss is reported to the Company within 3 working days of such delivery. No other liability shall be accepted by the Company in respect of any such damage or loss.
 - 15.3 Any rejection of the goods on any other grounds must be communicated to the Company within 10 working days.
16. **CARRIAGE**
 - 16.1 Carriage charges will be invoiced to the Customer at rates which shall be determined by the Company from time to time unless specifically excluded in writing. When part deliveries are made on the Customer's instruction the same conditions apply as for whole and complete deliveries.
17. **OVERSEAS CONTRACTS**
 - 17.1 Special conditions apply for overseas contracts.
18. **FORCE MAJEURE**
 - 18.1 The Company shall not be liable to the Customer or any third party for loss, damages, liability, costs for expenses whatsoever howsoever arising from or in connection with any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if such delay or failure was due to any cause beyond the Company's reasonable control and, without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control.
 - 18.1.1 Act of God, explosion, flood, tempest, fire or accident.
 - 18.1.2 War or threat of war, sabotage, insurrection or civil disturbance.
 - 18.1.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind whatsoever by any Government or agency thereof or any local authority.
 - 18.1.4 Strike, lock-out or any industrial action or trade dispute whether involving employees of the Company or of a third party.
 - 18.1.5 Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
 - 18.1.6 Power failure or breakdown in machinery or plant or damage to or destruction of the whole or part of the goods.
 - 18.2 Where the Company delays performance or fails to perform any of its obligations by reason of any cause beyond the Company's reasonable control, including, without limitation, any of the events specified in Clause 18.1 above, such delay or failure shall be without prejudice to the Company's right to recover all sums including all costs reasonably incurred by the Company, owing to the Company in respect of consignments of goods delivered.
19. **WAIVER**
 - 19.1 Waiver by the Company of any of the Conditions does not constitute a general waiver of such conditions.
 - 19.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of same or any other provision.
20. **NOTICE**
 - 20.1 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 provisions to the party giving the notice.
21. **SEVERANCE**
 - 21.1 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 effected thereby.
22. **GOVERNING LAW**
 - 22.1 The contract between the Company and the Customer for the supply of goods or services which includes these conditions shall be governed and construed and shall take effect in accordance with the laws of the Republic of Ireland.
23. **SPECIFIC TERMS AND CONDITIONS** – The Company is quite willing to prepare specific Terms and Conditions with the Customer if requested.