

GLEN DIMPLEX IRELAND TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1. In these conditions

1.1.1. "Buyer" means any person, firm, company or body to whom GLEN DIMPLEX IRELAND supplies any Goods;

1.1.2 "GLEN DIMPLEX IRELAND" means GLEN DIMPLEX IRELAND (Company number 63319) whose registered office is Airport Road, Cloghnan, Co. Dublin

1.1.3. "these Conditions" means the terms and conditions set out below (as amended from time to time by GLEN DIMPLEX IRELAND) and any other conditions and/or terms of sale set out or referred to in GLEN DIMPLEX IRELAND'S acknowledgement of order;

1.1.4. "Contract" means any contract between GLEN DIMPLEX IRELAND and the Buyer for the sale of Goods by GLEN DIMPLEX IRELAND to the Buyer, which contract shall comprise only these Conditions together with any terms specifically agreed in writing between the parties;

1.1.5. "Goods" means any goods which GLEN DIMPLEX IRELAND agrees to sell to the Buyer (including any part or parts of them);

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

2. CONTRACT FORMATION

2.1. No order in pursuance of any quotation or otherwise will be binding on GLEN DIMPLEX IRELAND unless and until it is accepted by GLEN DIMPLEX IRELAND in a written acknowledgement of order or by despatch of the Goods.

2.2. Any quotation given by GLEN DIMPLEX IRELAND does not constitute an offer and may be withdrawn by GLEN DIMPLEX IRELAND at any time. In any event, any tender or quotation by GLEN DIMPLEX IRELAND is deemed withdrawn unless accepted in writing by the Buyer within 30 days from its date,

unless stated otherwise in the relevant tender or quotation.

2.3. Each Contract shall be subject to these Conditions to the exclusion of any conditions of the Buyer; any variation to these Conditions will only bind GLEN DIMPLEX IRELAND if expressly agreed in writing by a director of GLEN DIMPLEX IRELAND.

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

2.5. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

3. PRICES AND PAYMENT

3.1. Subject to clause 3.2 the Contract price of the Goods shall be the price set out in GLEN DIMPLEX IRELAND'S acknowledgement of order, or the price otherwise specified by GLEN DIMPLEX IRELAND in writing.

3.2. Unless agreed otherwise in writing GLEN DIMPLEX IRELAND shall be entitled to increase its prices at any time prior to despatch to take account of any increase in the cost to GLEN DIMPLEX IRELAND of purchasing or supplying the Goods (including but not limited to any increase arising from any changes to the Buyer's order requested by the Buyer or any change in carriage charges, insurance premiums, exchange rates, taxes or customs duties) and such increased prices ruling at the date of despatch by GLEN DIMPLEX IRELAND shall be substituted for the previous Contract price.

3.3. Unless specified otherwise in writing by GLEN DIMPLEX IRELAND all prices quoted are exclusive of VAT, which the Buyer shall be obliged to pay in addition to the quoted price.

3.4. The Buyer shall pay for all Goods in full no later than the time specified by GLEN DIMPLEX IRELAND in its invoice or acknowledgement of order notwithstanding that title to the Goods has not passed to the Buyer. The time for payment of the price shall be of the essence of the Contract. The buyer agrees to pay interest on GLEN DIMPLEX IRELAND on any sums which have not been paid by the end of 30 days following the date of invoice or time specified in the acknowledgement of order, such interest to be calculated by reference to clause 3.5.

3.5. Without prejudice to GLEN DIMPLEX IRELAND'S other rights and remedies, if the Buyer is overdue with any payment owed to GLEN DIMPLEX IRELAND, GLEN DIMPLEX IRELAND reserves the right to charge the Buyer interest on any overdue amount at the rate specified under or pursuant to the European Communities (Late Payment in Commercial Transactions) Regulations 2002 such interest to accrue on a daily basis until the date payment is received by GLEN DIMPLEX IRELAND in full, after as well as before any judgment.

3.6. Payment shall be made by the Buyer without deduction or set off of any kind.

3.7. Without prejudice to the other rights of GLEN DIMPLEX IRELAND the Buyer shall pay all costs and expenses (including but not limited to legal expenses and other debt collection expenses) incurred by GLEN DIMPLEX IRELAND in recovering and attempting to recover all or any amounts due to GLEN DIMPLEX IRELAND from the Buyer.

4. DELIVERY

4.1. If the Buyer fails or refuses to take delivery of the Goods at the time and place stated for delivery, or the Buyer fails to give GLEN DIMPLEX IRELAND adequate delivery instructions then, without prejudice to any other rights GLEN DIMPLEX IRELAND may have, GLEN DIMPLEX IRELAND may:

4.1.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and abortive delivery costs and associated costs; and/or

4.1.2. sell the Goods at the best price reasonably obtainable and (after deducting all reasonable storage and selling and other expenses of GLEN DIMPLEX IRELAND) account to the Buyer for the excess over the price under the Contract after deducting GLEN DIMPLEX IRELAND'S costs and expenses or charge the Buyer for any shortfall below the price under the Contract;

4.3. All delivery and performance dates quoted by GLEN DIMPLEX IRELAND or included in the Contract are given in good faith but are estimates only. GLEN DIMPLEX IRELAND reserves the right to change delivery dates and shall notify the Buyer as soon as reasonably practicable. Time for delivery and/or performance shall not be of the essence of the Contract and GLEN DIMPLEX IRELAND shall have no liability for late delivery or performance. GLEN DIMPLEX IRELAND shall also be entitled to defer delivery until all monies due from the Buyer (whether under the Contract or otherwise) have been received.

4.4. GLEN DIMPLEX IRELAND may at its discretion deliver the Goods by instalments and invoice the Buyer for each instalment individually. Failure by GLEN DIMPLEX IRELAND to deliver any one or more of the instalments or any claim by the Buyer in respect of one or more of the instalments shall not entitle the Buyer to refuse to accept delivery of any other instalment.

4.5. Unless specified otherwise by GLEN DIMPLEX IRELAND delivery shall take place immediately prior to the offloading of the Goods at the Buyer's premises or at such other premises as the Buyer and GLEN DIMPLEX IRELAND may agree.

4.6 All goods will be deemed to have been delivered in good order unless GLEN DIMPLEX IRELAND is notified in writing within 1 working day from receipt of goods. Quantities appearing on GLEN DIMPLEX IRELAND'S delivery and returns docket shall be binding on the buyer unless written notification of any question relating thereto is received by GLEN DIMPLEX IRELAND within 1 working day from receipt of goods.

5. TITLE AND RISK

5.1. Risk in the Goods will pass to the Buyer on the earlier of: -

5.1.1. delivery;

5.1.2. when the Goods are ready for delivery but delivery is postponed at the Buyer's request; or

5.1.3. the date on which the Buyer fails to take delivery in accordance with the Contract.

5.2. Until the Contract price of the Goods comprised in the Contract or any other contract between the Buyer and GLEN DIMPLEX IRELAND, and all other sums whatsoever which are or may become outstanding from the Buyer to GLEN DIMPLEX IRELAND, shall have been paid or satisfied in full as cleared funds:

5.2.1. title to the Goods remains vested in GLEN DIMPLEX IRELAND (notwithstanding the delivery of the same and the passing of risk therein) and the Buyer shall hold the Goods as the fiduciary agent and bailee of GLEN DIMPLEX IRELAND;

5.2.2. the Buyer shall insure the Goods and, in the event of any loss or damage, shall immediately on receipt of the insurance monies remit to GLEN DIMPLEX IRELAND the full Contract price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee for GLEN DIMPLEX IRELAND;

5.2.3. the Buyer shall store the Goods in such a way (i) that is appropriate for such Goods, in accordance with any packaging instructions, legislation relating to such Goods and any other instructions of GLEN DIMPLEX IRELAND (and GLEN DIMPLEX IRELAND may request proof of storage on these terms); and (ii) that they can be readily identified as being GLEN DIMPLEX IRELAND'S property;

5.2.4. the Buyer shall on request notify GLEN DIMPLEX IRELAND of the precise location of each item of the Goods, identified where applicable by its invoice number, and shall return them to GLEN DIMPLEX IRELAND on request;

5.2.5. the Buyer may sell the Goods in the ordinary course of business in the name of the Buyer as principal and not as agent for GLEN DIMPLEX IRELAND; the Buyer acts as GLEN DIMPLEX IRELAND'S bailee in respect of such sales and shall immediately upon such sale, and whether or not payment has become due under clause 3, remit to GLEN DIMPLEX IRELAND the full purchase price of the Goods sold less any part of it which has already been paid and, until such amount has been so remitted, shall hold such amount as trustee for GLEN DIMPLEX IRELAND;

5.2.6. GLEN DIMPLEX IRELAND may at any time revoke the Buyer's power of sale;

5.2.7. the Buyer's power of sale shall in any event automatically cease in any of the circumstances set out in clause 8.3;

5.2.8. the Buyer shall notify GLEN DIMPLEX IRELAND without delay of any attachment of the Goods or actions by third parties which might infringe GLEN DIMPLEX IRELAND'S title to the Goods;

5.2.9. upon determination of the Buyer's power of sale GLEN DIMPLEX IRELAND shall be entitled by itself its servants or agents to enter upon any of the Buyer's premises for the purpose of removing and repossessing such Goods or their proceeds of sale and GLEN DIMPLEX IRELAND shall be entitled to claim from the Buyer the costs and expenses incurred by GLEN DIMPLEX IRELAND in and ancillary to the process of removal and repossession; and

5.2.10. 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 GLEN DIMPLEX IRELAND, but if the Buyer does so, all moneys owing by the Buyer to GLEN DIMPLEX IRELAND shall (without prejudice to any other right GLEN DIMPLEX IRELAND may have) immediately become due and payable.

5.3.1 GLEN DIMPLEX IRELAND may at any time give notice to the buyer requiring the buyer to redeliver at the buyers expense any goods supplied by GLEN DIMPLEX IRELAND where the buyer is in default of payment or on dishonour of any bill of exchange or other negotiable instrument or at any time without any reason for so doing

5.3.2 Nothing in these Conditions shall:

5.3.3. constitute or be deemed to have constituted the Buyer as GLEN DIMPLEX IRELAND'S agent, or

5.3.3. prevent GLEN DIMPLEX IRELAND from maintaining an action for the price, notwithstanding that the property in the Goods may not have passed to the Buyer.

6. DAMAGE OR LOSS IN TRANSIT

6.1. GLEN DIMPLEX IRELAND will have no liability for damage in transit, shortage of delivery, non-delivery or loss of Goods unless the Buyer shall have given to GLEN DIMPLEX IRELAND written notice of such damage, shortage or loss with reasonable particulars thereof within 24 hours of receipt of the Goods or (in the case of total loss or non-delivery) of receipt of the invoice or other notification of despatch. GLEN DIMPLEX IRELAND'S liability, if any, shall be limited to resupplying such Goods and it shall be a condition precedent to any such liability that the Buyer shall if so requested return the damaged Goods at its own expense to GLEN DIMPLEX IRELAND within 24 hours of such request.

7. LIMITATION OF LIABILITY

7.1. GLEN DIMPLEX IRELAND'S liability for defective Goods is limited to resupplying or (in its discretion) repairing Goods or providing a credit to the Buyer of the Contract price for Goods which in each case are found within three months of delivery to be defective because of faulty or incorrect design, workmanship, parts or materials.

7.2. If there is any error in any weight, dimension, colour or other description which has formed a representation or is part of the Contract GLEN DIMPLEX IRELAND'S liability in respect of any loss, costs, expenses, liability or damage which the Buyer suffers as a result shall not exceed the price of the Goods in respect of which the description is incorrect.

7.3. Subject to clause 7.7, in the event of any negligence by GLEN DIMPLEX IRELAND its employees or agents in or in connection with the supply of the Goods or the design or manufacture thereof, GLEN DIMPLEX IRELAND shall have no liability to the Buyer save as expressly set out in this clause 7

7.4. GLEN DIMPLEX IRELAND shall have no liability to the Buyer under these Conditions or under any Contract or otherwise:

7.4.1. where the Buyer has not within 7 days of discovering the same and within the time period specified in clause 7.1 given to GLEN DIMPLEX IRELAND notice of any defect in the Goods and provided authority for GLEN DIMPLEX IRELAND'S employees or agents to inspect the Goods or (at GLEN DIMPLEX IRELAND'S request) returned the relevant Goods to GLEN DIMPLEX IRELAND at GLEN DIMPLEX IRELAND'S request and at the Buyer's expense for the purposes of inspection; or

7.4.2. in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal use, failure to follow the manufacturer's instructions, or the instructions set out in the instruction manual, or any other instructions (including any relevant legislation or regulations) misuse or alteration or unauthorised repair or use of the Goods; or

7.4.3. where the allegedly defective Goods have not been returned to GLEN DIMPLEX IRELAND in their original packaging together with all related accessories and components.

7.5. GLEN DIMPLEX IRELAND shall in no circumstances be liable for any indirect or consequential losses including, without limitation, loss of profits, loss of contracts, loss of business or loss of reputation of the Buyer even if GLEN DIMPLEX IRELAND has been advised of the possibility of such loss.

7.6. The fullest extent of warranties and other terms implied by statute or common law are excluded from the Contract.

7.7. GLEN DIMPLEX IRELAND shall not be liable for any delay or failure to perform its obligations under any Contract to the extent that such performance is delayed, prevented or hindered by acts of God, failure of suppliers, breakdown of machinery, war, riot, sabotage, explosions, strikes, lockouts, shortages of labour, materials or fuel, fire, storm, flood or any circumstances which are outside the reasonable control of GLEN DIMPLEX IRELAND ("Force Majeure Events"). If delivery is delayed for more than 3 months from receipt of the order by GLEN DIMPLEX IRELAND as a result of a "Force Majeure Event", then either GLEN DIMPLEX IRELAND or the Buyer may cancel the Contract and GLEN DIMPLEX IRELAND will refund to the Buyer any payment made by the Buyer for such order but GLEN DIMPLEX IRELAND shall have no liability in respect of such cancellation.

7.8. Subject to and without prejudice to the other provisions of this clause 7 if GLEN DIMPLEX IRELAND has any liability to the Buyer under or arising out of a Contract (whether in contract, tort (including but not limited to negligence) or otherwise) such liability shall not in aggregate exceed the Contract price.

8. CANCELLATION AND TERMINATION

8.1. No cancellation, suspension or variation of the Contract by the Buyer shall be valid unless agreed by GLEN DIMPLEX IRELAND in writing and such agreement will only be given on terms which fully compensate GLEN DIMPLEX IRELAND in respect of any losses, costs, liabilities and expenses arising as a result of such cancellation.

8.2. If there shall be a Default as defined in clause 8.3 below GLEN DIMPLEX IRELAND may, within a reasonable time after the Default defer or cancel any further deliveries, stop any Goods in transit and/or treat the Contract (and any other order or contact GLEN DIMPLEX IRELAND may have with the Buyer) as determined but without prejudice to its rights to the full purchase price for Goods delivered and damages for any loss, cost, expense, liability or claim suffered by GLEN DIMPLEX IRELAND in consequence of such determination.

8.3. A Default shall be any of the following:

8.3.1. failure by the Buyer to make any payment when it becomes due;

8.3.2. breach of contract by the Buyer;

8.3.3. the Buyer exceeds the credit limit set by GLEN DIMPLEX IRELAND;

8.3.4. the Buyer fails to meet any commitments it has made to GLEN DIMPLEX IRELAND;

8.3.5. if the Buyer becomes bankrupt or insolvent or if a petition is presented, an order is made or a resolution is passed for the winding up of the Buyer or if an examiner is appointed in respect of the Buyer or if an encumbrancer takes possession of or a receiver is appointed over the undertaking of the Buyer or any of its property or assets;

8.3.6. if the Buyer ceases or threatens to cease to trade, or if GLEN DIMPLEX IRELAND shall reasonably doubt the solvency of the Buyer.

9. RETURNS POLICY

9.1. The Buyer shall not be entitled to return for credit any Goods unless GLEN DIMPLEX IRELAND agrees in writing to such return. Any request for the return of Goods for any reason must be accompanied by the invoice number and the date on which the Goods were delivered together with the reason for the request. Save where GLEN DIMPLEX IRELAND agrees that the returned Goods are defective due to faulty or incorrect design, workmanship or materials, GLEN DIMPLEX IRELAND reserves the right to make a charge to cover the costs of administration and a handling charge up to 10% of the original invoice price of such Goods will be payable by the Buyer to GLEN DIMPLEX IRELAND. Where any Goods are returned requiring reboxing or rework GLEN DIMPLEX IRELAND reserves the right to make a charge for the costs for carrying out such work. Any Goods which GLEN DIMPLEX IRELAND may agree in writing may be returned by the Buyer must be returned at the Buyer's expense. The Buyer agrees to comply with GLEN DIMPLEX IRELAND'S Returns Procedure (a copy of which is available upon request) when returning Goods to GLEN DIMPLEX IRELAND.

10. AUTHORISATIONS

10.1 The Buyer hereby warrants that it is properly registered or authorised and holds all relevant and necessary licences under the laws of its place of business to receive the Goods and GLEN DIMPLEX IRELAND shall have no liability for any failure by the Buyer to be so registered or authorised.

10.2 The Buyer hereby warrants:

10.2.1 that it has provided GLEN DIMPLEX IRELAND all necessary information and instructions regarding packaging requirements for the Goods in order to comply with all relevant legislation in its place of business or for the territory in which it may resell the Goods;

10.2.2 that it has and will comply with all relevant legislation regarding its reception and storage of the Goods;

10.2.3 that it has notified GLEN DIMPLEX IRELAND reasonably in advance and in writing of any specific legislation or requirements for the Goods relating to their packaging or so that it can comply with all relevant and necessary legislation.

10.3 The Buyer is responsible for checking the patent situation in the country of destination and in the country of sale for all products purchased. GLEN DIMPLEX IRELAND shall have no liability for any patent infringement.

11. GENERAL

11.1. Any notice required or permitted to be given by either party to the other under the Contract 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 be notified pursuant to this provision to the party giving the notice.

11.2. Failure by GLEN DIMPLEX IRELAND to enforce strict compliance with these Conditions by the Buyer shall not constitute a waiver of its provisions of these Conditions. No waiver by GLEN DIMPLEX IRELAND of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or of any other provision.

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

11.4. GLEN DIMPLEX IRELAND shall be entitled to sub-contract, assign or transfer all or any of its rights and/or obligations under the Contract to any person, firm or company. The Buyer shall not be entitled to assign all or any of its rights and/or obligations under the Contract without the prior written consent of GLEN DIMPLEX IRELAND.

11.5. All Contracts shall be governed by and construed in accordance with the laws of Ireland and for the exclusive benefit of GLEN DIMPLEX IRELAND the Buyer agrees to submit to the exclusive jurisdiction of the Irish Courts provided always that GLEN DIMPLEX IRELAND shall be entitled to proceed against the Buyer in any jurisdiction.