



**Terms and Conditions of Business - (Subject to Amendment without notice)**  
**Valid from October 1<sup>st</sup>, 2008**

## 1.0 GENERAL

All contracts which Waste Solutions Ltd (hereinafter called 'WSL') shall enter into are subject to these Terms and Conditions, and it is hereby expressly agreed by the Customer (which expression shall include any individual firm, company or other party with whom WSL contracts) that the Customers contractual Conditions, if any, are excluded in their entirety and no variation in these Conditions will be accepted by WSL unless agreed, in writing by the Proprietor of the Firm.

**1.1** Any quotations by WSL is only an invitation to the Customer to treat and no Order of the Customer placed with WSL in pursuance of the quotation shall be binding on the Firm unless and until accepted in writing by WSL.

**1.2** Unless otherwise stated on the quotation all quotations by WSL will only be valid for thirty days from the date thereof.

**1.3** If verbal orders or instructions are given to WSL in advance of, or instead of a written order, responsibility for errors or inaccuracies will rest with the Customer

## 2.0 PRICE

The price payable shall be in €EURO net of all taxes. Other currency quotes/offers shall be done on application only.

**2.0.1** The price shall be deemed to be WSL price prevailing at the date of dispatch of the goods to the Customer unless otherwise agreed by WSL in writing.

**2.0.2** In all cases and unless otherwise agreed in writing the price shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by the Customer at the rate prevailing at the tax point and exclusive of packaging and delivery costs.

**2.0.3** WSL reserve the right to correct, and will not be bound by, any clerical or mathematical error in any quotation, invoice, leaflet, catalogue, invoice or statement of account issued by it.

**2.0.4** WSL must receive all orders for the purchase of goods or services in writing. No purchase order can be processed until this is received at our office. Delays in receiving purchase orders may delay delivery of goods and the customer shall be billed for such delays.

## 3.0 TERMS OF PAYMENT

**3.0.1** Valid Purchase Orders: All purchase orders received by WSL must be supplied in writing by the client. Failure to do so can result in delays in processing your order.

**3.0.2** All purchase orders from September 1<sup>st</sup> 2008, must be accompanied by a **minimum deposit of 25% of the order value** (unless otherwise agreed). This deposit will be applied in credit to your client account once it clears for payment to us. The Balance shall be payable as its falls due. We reserve the right to not refund deposits for items or products that are ordered/manufactured to customer specifications or special requests. In addition we reserve the right to charge the client a "re-stocking charge" for items that are returned to us.

**3.0.3** settlement of account is strictly in accordance with agreed credit terms as advised in our quotation or offer document. All new business is payable in advance, unless otherwise agreed. Any payments or part thereof remaining unpaid after such period of seven days shall in the absolute discretion of WSL carry interest thereon at the rate of **2% per month** (part months counting as a whole month) for the period such unpaid balance remains unpaid and shall be added to the said balance due from the Customer to WSL.

## 4.0 DELIVERIES AND TRANSPORT

All Prices are strictly ex works and unless otherwise agreed in writing, WSL reserves the right to charge the customer the cost of transporting the goods to the destination, which appears on the Customer's order. In all cases the Customer warrants that in cases where delivery is to be made by road transport sufficient and suitable access to the said destination including a road surface capable of withstanding the weight and size of the transport and load involved is available. The Customer is responsible for off loading the goods and avoiding undue delay. In the event of any additional costs or expenses being incurred by WSL the Customer will pay the full amount thereof on demand.

**4.1** The Customer will be advised when goods have been dispatched and if they are not received WSL must be notified in writing within seven days of this advice of dispatch.

**4.2** Whilst every effort is made to deliver on the dates or within the periods mentioned in the contract such dates or periods shall be deemed to be for information purposes only and shall not form part of the terms and conditions of the contract unless specifically agreed in writing to be "of the essence of the Contract" and in the absence of such special

agreement WSL accepts no liability whatever for any loss or damage of whatsoever nature and howsoever arising which may be suffered by the Customer as a result of any failure on the part of WSL to deliver goods on or within the dates or periods mentioned in the Contract.

**4.3** If the Customer is to collect the goods from the premises of WSL or its agent, the goods shall be collected within seven days of the Customer being notified that they are ready for collection, and thereafter WSL reserves the right to issue the invoice and make a storage charge billable to customer.

## 5.0 RISKS AND TITLE TO GOODS

The risk in the goods passes to the Customer upon delivery (or collection) but title in the goods remains vested in WSL and shall only pass from WSL to the Customer upon full payment being made by the Customer of all sums (due on whatsoever account or grounds) to WSL by the Customer. In the event of the goods being sold by the Customer in such a manner as to pass to a third party a valid title to the goods, whilst any sums are due as aforesaid, WSL rights under the Conditions shall attach to the proceeds of such sale or to the claim for such proceeds and the Customer shall place such proceeds in a separate account. Nothing herein shall constitute the Customer the agent of WSL for the purposes of any sub-sale

**5.1** The Customer agrees that prior to the payment of the whole price of the goods WSL may at any time enter upon the Customers premises and remove the goods there from and that prior to such payment the Customer shall keep such goods and identifiable for this purpose

## 6.0 DEFECTS AND REPLACEMENT

Any guarantees given or implied by WSL is invalid if any part of the equipment, is used outside manufactures specification as determined by WSL and will at its own cost and expense repair and/or replace at its discretion the whole or any part of the goods forming the subject of the Contract which are defective in quality or fail to comply with any specification laid down in the contract subject however to the following conditions

**6.0.1** In the event of any matter-giving rise to complaint, which would be apparent to the Customer on reasonable inspection the Customer, must give written notice thereof to WSL within three days from the date of delivery of the goods

**6.0.2** In the event of a complaint in respect of a matter not apparent on reasonable inspection, the Customer must give notice thereof to WSL within three days of the defect WSL will repair or replace free of charge any goods which are found to be defective through faulty workmanship or materials provided notice is given in accordance with Clauses 6.0.1 and 6.0.2 above, provided such defect is not due, wholly or in part, to lack of care, overloading, incorrect treatment or alteration by the Customer or any other circumstances beyond the Firms control including but not limited to problems arising as a result of ancillary works carried out by the Customer or others instructed by the customer.

**6.0.3** Manufacture Warranty of 1 year from date of Purchase is given with all equipment. (Fair wear and tear accepted)

**6.0.4** The warranty contained in clause 6.0.3 does not apply to and WSL accepts no liability in respect of defects in used materials or used goods supplied, but not manufactured by WSL which are covered by their manufacturer's guarantee

**6.05** In all cases WSL must be given a reasonable opportunity following notice of complaint of examining the relevant goods.

**6.0.6** The warranty contained in Clause 6.0.3 shall not become effective until the goods are paid for in full

**6.0.7** In the event of damage occurring to the goods during transit the Customer must give written notice to WSL within three days of the date of delivery to the destination named in the Contract and further where such goods are consigned by an outside carrier the Customer must in addition comply in all respects with the Carriers conditions of carriage for notification for loss or damage in transit

**6.1** Save as mentioned in Clause 6.0 above WSL shall be under no liability whatsoever whether contractual, tortuous or statutory for any defect of quality, shortfall in quantity, breach of specification or stress grading or any other matter in relation to goods supplied or for any consequential damage, injury, loss or expense (including but not limited to loss of profit) howsoever caused thereby incurred by the Customer or any other person, firm or corporation and whether arising directly or indirectly from any matter complained of in relation to the goods

**6.2** Any condition, warranty or statement as to the quality of the goods or their fitness for any purpose whether express or implied by statute, trade, custom or otherwise is deemed excluded unless expressly accepted in writing by WSL.

**7.0** Information supplied by WSL will not form part of this Contract unless specifically confirmed by a Partner in WSL to the Customer in writing

**8.0** Quotations or offers of goods delivered to site are made by WSL in the basis that the customer shall unload the goods and shall be entirely responsible for making all arrangements in connection therewith. Unless stated to the contrary, WSL reserves the right to make an additional charge for any unreasonable delay in the Customer unloading the goods or, if the Customer declines to unload the goods, for any expenses incurred by WSL itself making arrangements for unloading.

**9.0** WSL reserves the right at any time, without prior notification, to make any alteration in the facts or information contained in any specification, drawing or leaflet and drawings and specifications produced by WSL shall at all times remain

the property of WSL.

**10.0** The customer must satisfy himself/herself that the goods can be installed and used in the area in question without causing a nuisance or annoyance to adjoining occupiers or infringing Local or Public Statutes, Regulations or by-laws as WSL gives no warranties and accepts no responsibility with regard to this.

#### **11.0 DETERMINATION AND DAMAGES.**

Without prejudice to its rights WSL may determine the Contract or suspend any further deliveries to the Customer in the event of: -

11.0.1 Any distress, execution or other legal process being levied upon any of the Customer's assets.

11.0.2 The customer entering into any arrangement or composition with its creditors committing any act of bankruptcy or being a firm entering into liquidation or having a Winding-Up Petition presented against it calling a meeting of its creditors, suffering the appointment of a Receiver in respect of the whole or any part of its undertaking or assets.

11.0.3 Non payment by the Customer of any monies due from it to WSL.

**11.1** In the event of a determination by WSL of the Contract in accordance with Clause 11.0.1,11.0.2, or11.0.3 above or any cancellation and/or repudiation of the Contract by the Customer, WSL shall be entitled to recover as damages the following:

**11.1.1** The value including any work completed or goods manufactured at the date of determination

**11.1.2** The value of any work begun or goods begun to be manufactured at the date of determination

**11.1.3** The value of any work begun or goods begun to be manufactured but not completed at the date of determination including the cost of materials, labor, overheads and profit connection therewith

**11.1.4** A sum representing any further profit, which WSL would have, made on the contract but for its determination such profit to be determined by WSL Auditors whose decision shall be conclusive and binding on the Customer.

#### **12. SET OFF**

The Customer shall not be entitled to withhold or set-off payment of any amount due to WSL under the terms of the Contract whether in respect of faulty or defective goods or for any other reason which is contested or liability for which is not admitted by WSL.

**13.0** In the case of equipment or goods supplied to the Customer's own design it shall be an implied term or condition of the order that the Customer warrants that the carrying out of such designs does not infringe any patents or other rights of third parties; and the Customer shall indemnify WSL in respect of any damages, costs or liability incurred by WSL with regard to any proceedings brought against WSL by any person firm or corporation claiming patent rights manufactured to a Customer's order

#### **14.0 FORCE MAJEURE CLAUSE**

In the event of war, invasion, act of foreign enemy hostilities (whether war has been declared or not) civil rebellion insurrection or military or usurped power the extent of which the fulfillment of such obligations is prevented frustrated or impeded as a consequence of any such event, or by any statute, rules, requisitions, order or requisitions issued by any government department, council or other duly constituted authority or from strikes, lockouts, breakdowns of plant or any other causes (whether or not of a like nature ) beyond WSL control

**15.0** This Contract is governed by Irish Law and is subject to the exclusive jurisdiction of the Irish Courts. All proceedings in relation to this Contract must be issued out of and proceed in the County of Cork Circuit Court or in the High Court.

**FOR QUERIES CALL +353-21-4214901**  
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