

# Conditions of Sale & Trade

These conditions of sale override any clauses in buyers purchase orders and in any communications if in conflict.

## 1. Definitions

In these terms

“Seller” means Iman Casing Ireland Ltd, its successors and assigns or any person acting on behalf of and with the authority of Iman Casing Ireland Ltd. Iman Casing is located in Ballyhaunis, Wexford and Navan.

“Buyer” means the person who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company.

“Company” means Iman Casing Ireland Ltd.

“Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company and Buyer.

“Contract” means the contract for the purchase and sale of the Goods.

“Goods” mean the Goods which the Company is to supply and which the Buyer agrees to buy in accordance with these conditions.

“Services” shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of goods as defined above).

“Price” means the price of the Goods including delivery as agreed between the Sellers. If the Buyer purports to exclude this condition such a clause shall be ineffective.

## General

If the Buyer’s order purports to exclude these Conditions such clause shall be ineffective unless the Buyer obtains the Company’s express written agreement to vary these conditions.

- (a) While the Company will do its best to comply with any requirements notified by the Buyer, the responsibility for ensuring that the Goods are suitable for the Buyer’s purpose and meet the Buyer’s requirements is the Buyer’s.
- (b) No warranty, condition, description or representation given or made before the Company’s acceptance of order is to be treated as a term of the contract or as inducing it unless expressly incorporated in the business documents.
- (c) All specifications, drawing, particulars of weight and dimension and performance data contained in any of the Company’s literature are approximate only.
- (d) The Company reserves the right to improve and or/modify any specifications, designs and dimensions without notice.

## 2. Pricing

At the Seller’s sole discretion the Price shall be either:

- a) As indicated in invoices provided by the Seller to the Buyer in respect of Goods supplied; or
- b) the Seller’s quoted Price which shall be binding upon the Seller provided that the Buyer shall accept the Seller’s quotation in writing within 30 days.

## 3. Payment

Payment terms unless otherwise stipulated are net **30 DAYS**, from date of invoice. If payment is not made when due, then all the invoices outstanding shall become immediate payment irrespective of the date of invoice. If payment is not made on the due date, then the Company shall be entitled to charge interest on amounts unpaid at the rate of 2% per month. At the Seller’s sole discretion;

- a) Payment shall be paid upon delivery of the Goods.
- b) Payment for approved Buyers shall be made by instalments in accordance with the Seller’s payment schedule.

Payment will be made only by cheque or a bank transfer or by any other method as agreed to between the Buyer and the Seller.

#### 4. Delivery

Unless otherwise agreed in writing the company reserves the right to charge the Buyer the cost of transportation of the goods to the destination that appears on the Buyers orders. While every effort is made to deliver Goods on the dates or within the period mentioned to the Buyer, such dates of periods shall be deemed for informational purposes only and shall not form part if the conditions of sale.

At the Seller's Sole Discretion the costs of delivery are;

- a) Included in the price, or
- b) For the Buyer's account.

The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the buyer is unable to take delivery of the Goods as arranged then the seller shall be entitled to charge a reasonable fee for redelivery.

Delivery of the goods to a third party is considered to be the delivery to the Buyer for the purposes of this agreement.

The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

The seller shall not be liable for any loss or damage whatsoever due to the Buyer to deliver the Goods (or any of them) promptly at all.

#### 5. Risk

If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Buyer on the delivery.

If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Buyer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence by the Seller's rights to receive all insurance proceeds payable for the Goods.

#### 6. Title

It is the intention of the Seller and agreed by the Buyer that ownership of the Goods shall not pass until

- a) The Buyer has paid all amounts owing for the particular Goods.
- b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer.

Receipt of the Seller of any form of payment shall not be deemed to be payment until that form of payment has been honoured, cleared or recognized and until then the Seller's ownership or rights in respect of the Goods shall continue

It is further agreed that:

- a) Where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Buyer are met; and
- b) Until such time as ownership of the Goods shall pass from the Seller to the Buyer, the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease and
- c) The Seller shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- d) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods; and
- e) The Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller; and
- f) The Buyer shall not charge the Goods in anyway which may be adverse to the Seller; and
- g) The Buyer shall not Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the seller; and
- h) The Seller can issue proceeding to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer; and
- i) Until such time that ownership in the Goods passes to the Buyer, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products.

**7. Warranty**

To the extent permitted by statute, no warranty is given by the state as to the quality or suitability of the Goods for any purpose and any implied warranty is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

**8. Sale of Goods Act 1893 and Sale of Goods and Supply of Services Act 1980.**

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 in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded)

Notwithstanding clause 11.1 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 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 by those Acts laws or legislation.

In particular where the Buyer buys Goods as a consumer the provisions of Clauses 8, 9 and 10 above shall be subject to any laws or legislation governing the rights of consumers.

**9. Default & Consequences of Default**

Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2% per calendar month and such interest shall compound monthly at such rate after as well as before any judgement.

If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the collection agency costs.

Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.

If any account remains overdue after thirty (30) days then the amount of the greater €20,000 or 10 % of the amount overdue (up to a maximum of €200) shall be levied for administration fee which sum shall become immediately due and payable.

Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:

- a) Any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
- b) The Buyer becomes insolvent, convenes a meeting with its creditors, or makes an assignment for the benefit of its creditors; or
- c) A receiver, a manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer, or any asset of the Buyer.

**10. Security and Charge**

Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

- a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/ or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met
- b) Should the Seller elect to proceed in any manner in accordance with the clause and/or its sub-clauses, the Buyer and or/Guarantor shall indemnify the seller from and against all the Seller's cost and disbursements including legal costs on a solicitor and own client basis
- c) The Buyer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1.

## **11. Return of the Goods.**

You are entitled for a refund or return of any product

- Return or replacement to be arranged within 15 days from the day of purchases.
- You will receive the refund once you have returned the product
- Any damage product by our shipment company must advise us in 24 hours on date of received goods
- The buyer must pay the shipping return or returned to our shop to get the refund

Any question please call to 0862174969 or 0863758053 or email to info@aleppo.

## **12. Retention**

Until the Company has been paid in full for the goods comprised in this or any other contract between the Company and the Buyer the goods remain the property of the Company although the risk passes to the Buyer at the point of Delivery in the contract. If the Buyer fails to pay for the goods on the due date or commits any act of bankruptcy or if any resolution or petition to wind up the buyers business (other than for the purposes of amalgamation or construction) or if a receiver of the buyers undertaking is appointed, the Company may recover possession of the Goods at any time from the Buyer and for the purpose our servants or agents may enter upon any land or building upon which the goods are situated.

## **13. Passing of ownership**

Risk of damage to or loss of the Goods shall pass to the Buyer immediately upon dispatch, but title to the Goods will not pass until such time as the Company has received payment in full of the Goods delivered.

## **14. Liability**

No Liability is accepted for any direct or indirect cost, damage or expenses relating to damage or injury of profits or production arising out of or occasioned by any defect in or failure of Goods or material or parts thereof supplied by the Company.

## **15. Cancellations**

Cancellation of an order will not normally be accepted however we may at our discretion agree to cancellation on the strict condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other losses or damages that result by reason of cancellation will be reimbursed by the Buyer to the Company forthwith. Goods made to special order/purchases CANNOT be CANCELLED or RETURNED.

## **16. Data Protection Act 1988 & Data Protection Act 2003**

The Buyer and the guarantors (if separate to the Buyer) authorises the Seller to:

- a) Collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and
- b) To disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing (whether before or after judgment) a default by the Buyer on publicly accessible credit reporting databases.

Where the Buyer is an individual the authorities under (clause 15.1) are authorities or consents for the purpose of the Data Protection Act 1988 & Data Protection Act 2003.

The Buyer shall have the right to request the Seller for a copy of information about the Buyer retained by the Seller and the rights to request the Seller to correct any incorrect information about the Buyer held by the Seller.

## **17. Sellers responsibility**

It is the Sellers responsibility to comply with the legal and technical requirements governing the food industry, the regulations of FSAI and the main EU legislation on food safety including but not limited to:

- a) Food Safety Authority of Ireland Act, 1998 (Amendment of First and Second Schedule) Order, 2002; and
- b) HACCP; and
- c) EU regulation 178/2002; and
- d) EU Regulation 852/2004; and
- e) EU Regulation 853/2004

**18. Buyers responsibilities**

It is the seller's responsibilities to ensure that the premises and equipment where the Goods are stored and displayed are suitable and in good condition and in accordance with the Sellers instructions and regulations of FSAI and the main EU legislation on food safety.

**19. General**

Each clause of this contract is severable and distinct from the others. If any provision of these terms and conditions is or becomes invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of Ireland and are subject to the jurisdiction of the Courts of Ireland.

The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss or profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.

In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller of these terms and conditions.

In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by the Seller.

The Seller may licence or sub-contract all or any part of its rights and obligations without the Buyer's consent.

The Seller reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Buyer of such change. Except where the Seller supplies further Goods to the Buyer and the Buyer accepts such Goods, the Buyer shall be under no obligation to accept such changes.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm, or other event beyond the reasonable control of either party.

**Note: All of these terms and conditions are applicable from the first contract of sale and every sale with Iman Casing Ireland Limited hereafter**

**SIGNED:**

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
**DATE**