



# Connect Electronics

## Conditions of Sale

### 1. Conditions

- 1.1 These terms and conditions shall exclusively govern the supply by Connect Electronics Limited (which expression shall include its subsidiaries and associated companies) (“**Connect**”) to any party (the “**Customer**”) of goods, parts or equipment (“**Goods**”). A contract for the supply of goods shall not come into effect unless and until Connect has acknowledged the order placed by the Customer (the “**Purchase Order**”) by facsimile, by e-mail or by ordinary post (the “**Order Acknowledgment**”).
- 1.2 Where acceptance has not previously been communicated by the Customer to Connect, the placing of orders for Goods by the Customer and/or the acceptance of delivery of any Goods shall constitute acceptance of these terms and conditions by the Customer..
- 1.3 Any special instructions or terms stated by Connect on the Order Acknowledgement shall form part of these terms and conditions. All other terms, warranties and conditions whatsoever are excluded unless expressly accepted by Connect in writing.
- 1.4 These terms and conditions shall only be varied, in writing, and signed by a duly authorised officer of Connect. No employee, agent or sub-contractor of Connect has any actual, ostensible or apparent authority to make or give any warranty, representation, assurance or promise on behalf of Connect inconsistent with the terms of these terms and conditions.

### 2. Delivery

- 2.1 All delivery dates specified by Connect on the Order Acknowledgement or quoted orally by Connect to the Customer are approximate only and Connect shall not be liable to the Customer or any third party in any way for any delay in delivery.
- 2.2 Goods supplied by Connect shall be at the Customer's risk immediately upon delivery to the Customer or to a third party receiving the Goods on the Customer's behalf (whichever is the sooner) and the Customer should therefore be insured accordingly.
- 2.3 The Customer acknowledges that the Goods have been sourced and/or manufactured and/or supplied by Connect specifically to meet the Customer's requirements. Consequently, the Customer may not cancel or amend the Purchase Order at any time after sending of the Order Acknowledgement by Connect. The Customer may not return any Goods to Connect unless previously agreed in writing by Connect (without prejudice to clause 3 below).

### 3. Specification of Goods

- 3.1 All Goods sold by Connect will comply with such specifications as are set out on the Order Acknowledgement. All other warranties, conditions or other terms implied by statute or by common law are excluded to the fullest extent permitted by law.
- 3.2 Connect shall have no liability for breach of Clause 3.1 unless, within 3 days after the date of delivery of the Goods, the Customer has notified Connect of the existence of a claim, and no later than 10 days after the date of delivery of the Goods, full and adequate details of the claim are delivered in writing to Connect.
- 3.3 Connect shall have no liability for breach of Clause 3.1 where the Customer has failed to comply with such instructions as to the handling, storage and/or holding of the Goods as may apply to the Goods from time to time. It shall be the obligation of the Customer to ensure that it is aware of such instructions, and that its employees, agents and all other relevant persons are fully trained in relation thereto.
- 3.4 **[For the purposes of this Clause 3, the date of delivery shall be the date of actual delivery of the Goods to the Customer in accordance with the Order Acknowledgment.]**



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### **4. Payment**

- 4.1 All prices are in the currency stipulated on the Order Acknowledgement, are exclusive of VAT and exclusive of the cost of delivery to the Customer's premises, unless otherwise stated on the Order Acknowledgement.
- 4.2 The purchase price shall be discharged within the terms and in the manner specified on the Order Acknowledgement.
- 4.3 In the event of late payment Connect reserves the right to charge to the Customer (i) all costs (to include all solicitor's charges) and expenses incurred in seeking to recover any overdue amount, and (ii) interest at the rate of 3% over the rate charged by the Bank of Ireland Limited on overdue accounts from time to time, such interest to accrue on a daily basis from the due date until payment (whether before or after judgement).

### **5. Exclusion of liability**

- 5.1 In no circumstances will Connect or its servants, agents or distributors be liable to the Customer for any loss or damage, costs expenses of any kind whether direct, indirect, consequential or otherwise or any claims for loss of profits, loss of business, loss of contracts, or loss of reputation howsoever arising out of any claims for or in connection with the supply of the Goods or their use or resale by the Customer.
- 5.2 Connect shall be under no liability whatsoever to the Customer in respect of any loss, damage or claim incurred by or made against the Customer should any Goods supplied infringe any patent registered design copyright or other like protection or the provision of any statute, statutory instrument or regulation at the time being in force.
- 5.3 Connect shall not be liable to the Customer for any delay or failure on its part which is due to any cause beyond Connect's reasonable control (which shall include industrial action or trade disputes).
- 5.4 In addition to each of the other provisions of this clause, the liability of Connect to the Customer shall in no event exceed the amount paid by or charged to the Customer for the Goods in respect of which the claim arises.
- 5.5 Nothing in this contract shall affect the statutory rights of any person dealing as a consumer under the Sale of Goods and Supply of Services Acts 1893-1980 or the European Communities (Unfair Contract Terms in Consumer Contracts) Regulations 1995, or shall be deemed to exclude liability to the Customer for any personal injury, death or loss or damage to property except and so far as permitted by the Liability for Defective Products Act, 1991 or similar legislation in other Member States.
- 5.6 The liability of Connect for any claims arising out of or in connection with these terms and conditions shall in any event expire 30 days after the date of delivery of the Goods.

### **6. Miscellaneous**

- 6.1 These Conditions and the relationship between the parties shall be governed and interpreted exclusively according to the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Courts of Ireland.
- 6.2 Subject to condition 6.3, any dispute between the Customer and Connect shall be submitted to arbitration and referred to a single arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland in accordance with the provisions of the Arbitration Acts 1954-1998 or any amendment or re-enactment thereof.
- 6.3 Notwithstanding any remedies or cause(s) of action Connect may have under these Conditions or by operation of law or statute, and notwithstanding condition 6.2, Connect may at its sole discretion elect to take an action in debt for the recovery of sums owing to it on foot of invoices raised by Connect pursuant to these Conditions in any court of competent jurisdiction established under the



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laws of Ireland.

- 6.4 Failure or neglect by Connect to enforce at any time any of these Conditions shall not be construed nor shall be deemed to be a waiver of Connect's rights hereunder nor in any way affect the validity of the whole or any part of these Conditions nor prejudice Connect's rights to take subsequent action.
- 6.5 If any provision of these Conditions is decided by any court or tribunal of competent authority to be unenforceable for any reason, such unenforceability shall not affect the other provisions of these Conditions which shall continue to apply.

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