

CONDITIONS OF SALE

Definitions

The "Seller" means Kedington Group, or any subsidiary company. The "Company" means Kedington Group or any subsidiary company. The "Purchaser" means the person, firm or company to be supplied with goods or services by the Seller. "Goods" means goods or services.

Terms and Conditions

Notwithstanding anything which may be contained in any purchase order or other documents of the Purchaser, goods are supplied subject to these conditions alone. No variations of them will apply unless expressly agreed by both parties in writing and signed on their behalf.

Quotations

All quotations and estimates, issued by Kedington are, unless otherwise agreed, based on current cost of production (material, hours and wages) and are subject to amendment on or after acceptance to meet any recognised rise or fall in costs.

Orders

The Seller shall be deemed to have accepted an order only after the issuing of an official acknowledgement.

A telephone order must be followed by the Purchaser's official written order, which must state that it is confirmation of the telephone order. Failure to stipulate such confirmation details which then results in duplications will give the Seller the right to invoice both amounts.

Payments

Payment for the goods shall be made in full either with the order, if the Purchaser has no credit account with

the Seller, or within 30 days from the date of the invoice if the Purchaser does have a credit account with the Seller. The price of the goods is exclusive of VAT (if applicable to the sale), which shall be due at the rate ruling at the date of the VAT invoice.

If in the opinion of the Seller the credit worthiness of the Purchaser comes into doubt prior to delivery, the Seller may require full or partial payment of the price prior to delivery. In such circumstances the Seller reserves the right to withhold or cancel the deliveries and revoke any credit extended to the Purchaser. The Purchaser shall indemnify the Seller for any loss caused by reason of such withholding or cancellation of delivery.

If the Purchaser fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may: Withhold or cancel delivery of any goods due to the Purchaser and or appropriate any payment made by the Purchaser to such of the goods supplied under this or any other contact with the Seller as the Seller shall in sole discretion think fit. Charge interest at a rate of 2.5% per month from the date payment becomes due from day to day until the date of payment.

Passing of Title and Risk

From the time of delivery the goods shall be at the risk of the Purchaser who shall be solely responsible for their custody and maintenance, but unless otherwise expressly agreed in writing, property in the goods shall not pass to the Purchaser until the Seller has received in cash, or cleared funds payment in full for all sums due under all contracts between the Seller company and the Purchaser.

The Purchaser shall hold all goods the property in which remains in the Company as fiduciary agent and bailee and shall keep such goods separate from those of the Purchaser or any other person stored, protected and identified as the property of the Company.

At all times the Company shall be entitled to require the Purchaser to deliver up or to recover directly goods the

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property in which the property has not passed to the Purchaser and for that purpose the Purchaser hereby grant to the Company its agents and employees an irrevocable license to enter any premises where such goods are stored in order to repossess the same.

If in the normal course of business the Purchaser shall sell the goods then he shall do so as agent and trustee for the Company and hold on trust absolutely for the company all the rights and benefits arising under such sale and further the proceeds of such sale shall retain the amount due to the Company in a separate identified bank account as trustee for the Company.

Notwithstanding that property or title in goods has not passed to the Purchaser the Company shall be entitled at any time to maintain an action against the Purchaser for the price of goods or services supplied by the Company to the Purchaser.

Pending payment of the full price of the goods the Purchaser should at all times keep the goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the goods have been supplied in an amount at least equal to the balance of the price for the same from time remaining outstanding.

Delivery

Time not being of the essence all delivery dates are estimates and the Seller does not guarantee that there will be no delays in transit and will not be liable for any loss or damage whatever caused by delay in delivery.

The Seller reserves the right to charge in full any goods ordered by the Purchaser and subsequently cancelled or returned to the Seller.

Discrepancy

The Seller must receive written notice of any delivery discrepancy defects or damage of goods within 2 working days of delivery of the goods to the Purchaser's designated address. Upon the expiry of 2 days from the date of delivery of the goods the Purchaser shall be deemed to have accepted the same and shall not be entitled to reject any such goods or cancel the remainder of the contract.

Subject to compliance with the obligations above, which shall be a condition precedent to the Seller's liability, the Seller will repair or replace (as it option) any components of the Seller's manufacture which fail due to faulty materials or workmanship. In the case of components or products not of the Seller's manufacture, but supplied by the Seller, the Seller will assign to the Purchaser, its rights against its supplier and these rights shall be taken in extinction of and substitution for any rights of the Purchaser against the Seller.

Trade Marks

The Purchaser shall not remove, alter, deface or tamper with any reference or trademarks, names or numbers of identification affixed to goods or allow anyone else to do so.

Force Majeure

If delivery is delayed by any cause beyond the reasonable control of the Seller, a reasonable extension of time for delivery shall be granted and the buyer shall pay such reasonable extra charges as shall have been occasioned by the delay.

Applicable Law

The contract is subject to Irish Law.

APPLICATION FOR A CREDIT ACCOUNT / NEW ACCOUNT

COMPANY DETAILS

Company Name:	Vat No:
Address:	Company Reg No:
Telephone No:	Vat Exempt No:
Fax No:	Type of Firm: Limited Company <input type="checkbox"/>
Credit Limit Required:	Partnership <input type="checkbox"/>
	Sole Proprietor <input type="checkbox"/>
	Account Contact:
	Telephone No:
	E-mail:

BANK DETAILS

Name of Bank:	Telephone No:
Address:	Fax No:
	Sort Code:
	Account No:

TRADE REFERENCES

(Please give two names, addresses and tel. no.)

No 1/ Company Name :	No 2/ Company Name:
Contact:	Contact:
Address:	Address:
Telephone No:	Telephone No:
Fax No:	Fax No:
No of Yrs Trading:	No of Yrs Trading:

OUR TERMS ARE STRICTLY 30 DAYS AND NON-ADHERENCE WILL RESULT IN CREDIT FACILITIES BEING WITHDRAWN - WE ALSO ACCEPT CREDIT CARD PAYMENTS -

YOUR DETAILS	Signed:	Print Name:
	Position:	Date:

PLEASE PHOTOCOPY THIS PAGE, COMPLETE AND FAX TO 353 1 8325679