

Customer Sales Agreement



Date: _____ Company registration number: _____

Full Name: _____

Address: _____

Name & Addr. Of Principal: _____

VAT No: _____ VAT Exemption No: _____

Sales Contact: _____ Tel No: _____

Sales Contact Email: NB* _____

Accounts Contact: _____

Tel No: _____ Fax No: _____

Email Address: NB* _____ (For Statements & Inv's to be sent to)

Delivery Instructions: *eg. Stores operating hours, contact name/number:* _____

Any other special instructions: _____

Trade Referees:

Name (1): _____ Tel: _____ Fax: _____

Name (2): _____ Tel: _____ Fax: _____

Name (3): _____ Tel: _____ Fax: _____

Agreed Conditions of Sales below must also be signed.

SIGNED: _____ POSITION: _____

Date: _____

Please complete and return to Credit Control, JBS Group,
Milltown Business Park, Monaghan, Co Monaghan, H18 X727,
T +353 47 76500
F +353 47 76501
E accounts@jbsgroup.ie

James Boylan Safety Ltd. (t/a JBS Group)
Head Office: Milltown Business Park,
Milltown, Co. Monaghan, H18 X727
T (047) 76500
F (047) 76501
E sales@jbsgroup.ie
W www.jbsgroup.ie

Branches across the UK and Ireland

Registered in Ireland 314314
VAT No. IE63343140

James Boylan Safety Ltd T/A JBS Group

CONDITIONS OF SALE

1. GENERAL: Your acceptance of any quotation, submitted in accordance with Condition 5, constitutes acceptance of these conditions as terms of any contract made between us for the supply of our goods. All other conditions and any modifications of these conditions and all other conditions and warranties in any other document upon which you may claim to rely are excluded, unless we have expressly accepted them in writing.

2. CONDITIONS AND WARRANTIES: All Products are supplied in good faith and are guaranteed against material defect and faulty workmanship. The Company shall not be responsible for claims arising from misuse or misapplication of the goods by the purchaser or any employee of the purchaser.

3. DEFECTIVE MATERIAL: Goods supplied by us and represented by you to be defective shall not form the subject of any claim against us or for any loss, damage or expense arising directly or indirectly from such defects, such goods if reported to us within 7 days of delivery and returned to us and accepted by us as defective, will at your request and if practicable be replaced as originally ordered. James Boylan Safety Ltd. will not be responsible for any shortages of goods or defects in goods reported more than 7 days after delivery. Client should check all goods immediately upon delivery. No remedial work should be undertaken to remedy defective materials without the express written consent of James Boylan Safety Ltd.

3a. Where a claim for remedial work arises James Boylan Safety Ltd will not accept any costs arising from such works whether carried out by sub contractors or others unless previously agreed and accepted in writing by James Boylan Safety Ltd.

4. SPECIFICATIONS: Where materials are required to comply with a particular specification the request for a quotation by us must be accompanied by sufficient information to enable us to proceed with the order forthwith on acceptance of our quotation.

5. QUOTATIONS: Unless previously withdrawn, our quotation is open for acceptance by you by the placing of an order within 28 days of the date of the quote or such longer period as we may prescribe.

6. TERMS OF PAYMENT & CREDIT LIMITS: Unless otherwise agreed in writing, payment for goods supplied is due 30 days net following date of invoice. You must strictly adhere to the terms of payment and credit limits offered to you by James Boylan Safety Ltd. James Boylan Safety Ltd. reserves the right to alter terms of payment and credit limits at its discretion and without notice. If you fail to adhere strictly to credit limits and terms of payment we may suspend or place on hold deliveries to you. The customer shall pay all sums due in full without deduction or set-off. Time is of the essence for all sums due. James Boylan Safety Ltd retain ownership of all goods until payment is received in full.

7. INTEREST CHARGED ON LATE PAYMENTS: Under the European Communities (Late payment in Commercial Transactions) Regulations 2002, interest may be charged at 9% pa on overdue accounts.

8. COST OF DELIVERY: Unless otherwise stated, the price quoted includes carriage to destination in any part of Ireland unless order under £100 which will be subject to a £10 carriage charge.

9. DAMAGE IN TRANSIT: When the price quoted in our quotation includes delivery to customer, we will replace free of charge materials damaged in transit, provided that notice is given both to the carriers and to our offices to arrive within three days of delivery to you of the material and the damaged materials are despatched back to us within 14 days of such delivery.

10. RE-SALE: If you purchase our goods for the purpose of re-sale in the course of trade, you undertake with us not to make representations to or to give guarantees to your customers more extensive than those made or given by us.

11. NOTICES: Any notice invoice or document which we have to send to you shall be deemed to have been received by you in the normal course of post if we send it by pre-paid post (by air-mail in case of export sales) to the most recent address which you have notified to us for correspondence.

12. INSOLVENCY: If you fail to make payment to us in accordance with these conditions, or commit any other substantial breach, or if you commit an act of bankruptcy, call a meeting of your creditors, or if (being a limited company) you commence to be wound up or have a receiver appointed to your undertaking or assets or a substantial part thereof, we may suspend your account or cancel delivery or stop the goods in transit, without notice.

13. UK LAW: The contract shall in all respects be construed and shall operate as a UK contract and in conformity with the laws of the United Kingdom.

14. PASSING OF RISK AND TITLE:

(a) Unless otherwise stipulated in writing the risk in the goods shall pass to the purchaser when they leave our premises.

(b) If at any time any sum remains unpaid by the Buyer, whether due for payment or not, the goods supplied by the Seller remain the property of the Seller and may be claimed to satisfaction the outstanding debt.

Risk to the goods is transferred to the Buyer upon deliver and the title to the goods is transferred to the Buyer once the entire purchase price is paid to the Seller. Notwithstanding the foregoing, if the whole or any part of the goods (whether or not after being processed or mixed with other goods or materials) is resold by the Buyer and delivered to the Buyer's sub-purchaser before the Seller has received payment therefore, then Title to that Part of the Product shall pass to the Buyer immediately upon delivery to the sub-purchaser, but the proceeds of any such sale shall, whenever any sum is due for the Buyer to the Seller, be held in trust for the Seller.

(c) If any payment is overdue, the Buyer becomes insolvent or bankrupt, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, the Seller may without Prejudice to any other remedies to which it may be entitled, terminate all outstanding contracts with the Buyer and Seller may enter the Buyer's premises to recover all goods of which the property has not passed to the Buyer.

(d) If the goods are sold by the purchaser such sale shall be as agent and for the account of the vendor and the vendor shall be entitled to the proceeds of such sale to the extent of any sums in respect of the goods due to it from the purchaser and the purchaser hereby declares itself trustee thereof for the vendor.

(e) Until payment for goods the purchaser shall keep them insured in their full replacement value on behalf of the vendor but at the cost of the purchaser. The purchaser shall do all such things including the execution of deeds and documents as may be necessary to protect the vendor's property of other rights in the goods.

(f) We reserve the right to charge interest on overdue accounts.

(g) The customer will be liable for all costs associated in the recovery of overdue accounts.

(h) There is a 25% restocking charge on goods returned.

I have read and understand the Terms and Conditions of Sale for James Boylan Safety Ltd.

Signed: _____

Position: _____

For: _____

Date: _____