



## ***Burnside Autocyl (Tullow) Ltd.***

**Hydraulic Cylinder Manufacturers**

Company Registration No. 45939. Registered in Dublin. V.A.T No IE 9Z26657A.

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### Terms of Sale

- General:** We accept All orders subject to the conditions set out below.
- Definitions:** “Seller” means Burnside Autocyl (Tullow) Ltd and “Buyer” means any customer purchasing goods from the Seller.
- Prices:** All orders are accepted on the basis of prices ruling at date of despatch. Adjustments may be made where applicable due to currency fluctuations.
- Material Liability:** The Buyer is responsible to issue rolling 12-Month Blanket Orders for production requirements for each of the items required. Blanket Orders will be used by the Seller to forward purchase raw materials and components in respect of the Buyers Blanket Order Requirements.
- In the event that any of the Buyers Part Numbers (cylinder references) become no longer required by the Buyer for any reason, then the Buyer agrees to compensate the Seller for any stocks purchased or on order against the Buyers blanket orders. In the event of scrapping of the above materials the costs will be invoiced to the Buyer.
- Payment:** Credit Terms as agreed between Seller and Buyer must be strictly adhered to. Failure to comply will result in interest charges on overdue accounts.
- Cancellation Of Orders:** Order Cancellations cannot be accepted without Sellers consent.
- Delivery:** Whilst every effort is made to adhere to delivery dates quoted by the sellers no liability can be accepted in case of delayed delivery or the consequences thereof, however caused.
- Damage or Loss of Goods in Transit:** The Seller must be notified in writing within 3 days of receipt of goods , otherwise seller shall not be obliged to make good.
- Title:** Title in the goods shall not pass to the Buyer until the full amount of purchase price has been discharged. In default of payment title shall

remain with the Seller and pending payment in full by the Buyer, the Seller shall be entitled to re-possess the goods without prejudice.

**Liability:** Every care is taken to ensure that the goods are satisfactory. If any article is found to be defective within a reasonable period, it should be returned, carriage paid, to the Seller's works for examination and at their discretion it will be repaired or replaced. In no circumstances whatsoever do the Sellers accept any liability for direct or consequential loss or damage, including claims for death or personal injury attributable directly or indirectly to the Seller's goods. It is a condition of these terms that the buyer must state working conditions in which the goods will be used when placing the orders for any goods.

The liability shall not apply to: -

- (a) Any deterioration of goods due to adverse environmental and / or working conditions.
- (b) Any goods which have been injured by unfair wear and tear, neglect or improper use.
- (c) In the case of hydraulic equipment, a load has at any time been imposed in excess of the manufacturer's recommendations.
- (d) The goods have, without written consent of the Seller been altered or repaired otherwise than by the Seller.

**Warranty:** The Seller offers 12 months warranty of all cylinders supplied to the Buyer. The warranty begins on the date of invoicing of the said goods. Products returned by the Buyer for consideration under warranty will be checked by the Seller against the Buyer's given specification and stated application. If there is any evidence of misuse of the product and / or working conditions outside the agreed design criteria, then such warranty claims shall be regarded as null and void. Should the warranty claim be upheld, then the Seller shall either repair or replace the product at his discretion.

**Storage Guidelines:** The Buyer should adhere to the Seller's "Guidelines for correct Storage and Protection of Cylinders when not in use – see Appendix A. Failure to comply with the Guidelines will render any related claims invalid.

**Force Majeure** No liability will rest with the Seller for damage or loss caused as a result of conditions outside of their control – e.g. war, industrial dispute, strikes, lockouts, accidents, fires, floods etc.

**Legal** These conditions and all contracts shall be subject to and constructed in accordance with Irish Law.