

TERMS AND CONDITIONS

1. GENERAL

1.1

Aquabox systems (hereinafter called “the Company”) hereby contracts with its customers (“the Customer”) subject to the following terms and conditions (“Terms and Conditions”) which shall exclusively govern the sale of all the Company’s goods (the “Goods”) and the provision by the Company of all services (the “Services”) notwithstanding any terms or conditions, whether oral or written, or purported variations contained on any order or other correspondence submitted by the Customer to the Company save to the extent that such variation is expressly agreed and accepted in writing by a duly authorised officer of the Company.

1.2

All Customer orders are subject to acceptance by the Company and the Company reserves the right to sub-contract in fulfillment of the order or any part thereof. Save as provided above no officer, employee or agent of the Company has authority to vary, add or depart from these Terms and Conditions or make any representations in relation to the Goods or Services sold or the contract entered into between the Parties.

2. DELIVERY AND RISK

2.1

The Company shall endeavor to keep to any stated dispatch, delivery, installation or completion date but the Company shall not be liable for any loss, damage or expense resulting from any delay in same whether such delay is caused by circumstances over which the Company has control or otherwise.

2.2

Each part delivery or installment of the Goods shall be deemed to be sold under a separate contract and no default by the Company in respect of any part delivery or installment shall entitle the Customer to treat the contract as repudiated in regard to any balance or installment remaining deliverable.

2.3

Unless otherwise agreed in writing the following shall constitute a delivery of the Goods to the Customer.

2.3.1

When the Customer, his servants or agents sign a sales docket, delivery note or dispatch docket in respect of the Goods, or when the Goods are delivered to the Customer’s place of business or any designated and requested dispatch location by the customer or their agent / representative. Upon the delivery of the Goods to the Customer within the meaning of preceding paragraph all risks whether insurable or not relating to the Goods shall pass to the Customer notwithstanding the provisions of Clause 6 below.

3. PRICES

3.1

Quotations are issued in good faith but do not bind the Company.

3.2

The Company reserves the right to alter its prices at any time. The entering of an order and its acknowledgment by the Company shall not be construed as its acceptance at any particular price.

3.3

Goods and Services are supplied subject to availability of Goods, Services, parts or otherwise

4. PAYMENT AND ACCOUNT CLEARANCE

4.1

Where Goods or Services are sold to the Customer on a credit account, credit terms will be agreed with each customer. In the absence of a specific agreement the amount due is payable 30 days after the supply of the goods or provision of the service. In the event that the Customer should fail to pay all or any part of the sum due as aforesaid then a service charge (the "Service Charge") calculated at the rate of up to 2.5% per month will be applied on the unpaid amount and irrespective of whether the said amount consists of the price of Goods or Services charged or the Service Charge applied on previous over-due balances, if any. All payments made by the Customer in respect of any such amounts due shall be appropriated firstly in relation of any sum due by way of a Service Charge and thereafter in reduction of any amount due (commencing with the oldest) in respect of the price of Goods sold or Services provided and charged to the said credit account. Without prejudice to the foregoing the rate of the Service charge herein may be varied by the Company from time to time and notified to the Customer.

4.2

Unless otherwise agreed by the Company, no credit account shall be opened or permitted to operate by the Customer other than on the terms specified herein and the Customer agrees that such terms shall apply to any such credit account opened and operated by the Company at the Customer's request. The Company may refuse to sell Goods or Services to a Customer on credit who does not comply with these Term and Conditions or for any other reason.

5. SET-OFF

Where monies are due by the Customer to the Company in a credit account or any other account, the Company reserves the right to set off all or part of such monies against any monies owed, howsoever accrued by the Company to the Customer.

6. RESERVATION OF TITLE

6.1

The property and title in all Goods supplied by the Company to the Customer shall notwithstanding delivery and passing of risk remain in the Company until the entire amount of the purchase price and all other sums due including any Service Charge by the Customer to Company in respect of such Goods have been paid in full.

6.2

For as long as the title and property in Goods remains in the Company the Customer shall hold such Goods as bailee for the Company and store the Goods safely and suitably and so as to clearly show them to be the property of the Company and identifiable as such.

6.3

In default of payment of such sums due in respect of the Goods, title to the said Goods shall remain with the Company and without prejudice to any other rights the Company shall have the right to repossess the said Goods without notice or other formality and the Customer hereby authorises the Company, its servants or agents to enter the Customer's premises for such purpose.

6.4

In the event that the Customer should resell the said Goods whether or not the same shall have been converted into other products the Customer shall hold the proceeds of such sale in trust to the extent of any indebtedness in respect of the price thereof for the Company and shall account to the Company within five days of receipt thereof.

6.5

In the event of the Customer mixing Goods the title and property in which remain with the Company with other goods then provided the Goods supplied by the Company remain an identifiable and separate constituent of such mixed goods the title and property in the goods supplied by the customer shall notwithstanding such mixing remain in the Company. The consequent obligation on the Customer under Clause 6.4 shall apply in relation to the portion of any proceeds of sale of the mixed goods referable to the identifiable and separate constituent goods supplied by the Company the title and property in which remain with the Company.

6.6

The Company may without prejudice to the foregoing and as part of the consideration for the sale of the Goods require the Customer to assign any claim which the Customer may have against any third party who may have purchased the Goods whether in respect of the proceeds of sale or otherwise.

6.7

In the event of the Customer being declared bankrupt or having a Receiver or an Examiner appointed, or a Petition presented, or

resolution passed for its winding up or an analogous event occurs under applicable law (or where the Company reasonably believes that such an event is about to happen).

6.7.1

All sums unpaid by the Customer for Goods supplied by the Company shall become immediately due and payable notwithstanding any credit terms otherwise agreed. The Customer's right to deal in the ordinary course of business or otherwise sell or dispose of Goods (the title and property of which remain in the Company), shall automatically and immediately terminate.

6.7.2

Without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any premises where the Goods are stored in order to recover possession of the Goods.

6.7.3

The Customer shall immediately notify any such Receiver or Examiner of the Company's rights pursuant to this Clause 6.

7. SERVICES

7.1

The Company shall use all reasonable endeavors to meet any specified performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.2

The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature of the Services.

7.3

The Customer shall cooperate with the Company in all matters relating to the Services and will where necessary provide the Company, its servants, agents, consultants or sub-contractors' access to the Customer's premises or other facilities as reasonably required by the Company to provide the Services and provide the Company with such information and materials

8. WARRANTY AND LIMITATIONS OF LIABILITY

8.1

The Customer shall inspect the Goods immediately upon delivery thereof and shall inspect the Services immediately upon completion of the Services. Subject as hereinafter provided, the Company warrants that all Goods supplied by it hereunder are at the date of dispatch in conformance with the Specification for the Goods or Services or in the absence of a Specification, are free from defects in materials and workmanship provided, however that its sole liability to the Customer shall be, at the Company's sole discretion, limited to either refunding the Price paid by the Customer or replacing any Goods which shall within the period specified below, be returned to the Company or its duly authorised representative and provided it is clearly established that such Goods were not in conformance with the Specification or absent a Specification were defective in materials or workmanship at the time of dispatch. The warranty period shall be calculated from the date when the Goods are dispatched to the Customer and shall be for a period of 12 calendar months thereafter except in the case of Goods which have an earlier "best before date" or "expiry date" where the warranty period shall be the period up to the "best before date" or "expiry date" only.

8.2

The Company warrants that all Services supplied by it are provided with reasonable skill and care provided however that its sole liability to the Customer shall, at the Company's sole discretion, be limited to either re-providing the Services or refunding if applicable part or all of the net price paid by the Customer for the Services, provided it is clearly established that such Services were in fact not provided with reasonable skill and care by the Company to the Customer. The warranty period shall be calculated from the date when the provision of the Services to the Customer were completed and shall be for a period of three calendar months thereafter.

8.3

In the case of Goods or Services supplied by a third-party Supplier to the Company, the Company will endeavor to assist the Customer in obtaining from its supplier of any such Goods or Services supplied to it from time to time such warranty as the supplier has given or may be prepared to give to the Company in respect of such Goods or Services and such assistance is given and is accepted by respect of such Goods or Services and such assistance is given and is accepted by the Customer as to the quality or fitness for any purpose or any representation or warranty as to performance or other attributes of such Goods or Services supplied by a third party to the Company. The Company shall not be liable to the Customer for the observance of the terms of such Warranty.

8.4

Except as set out in these Conditions all statements, representations, warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract for the sale of Goods and/or the supply of Services pursuant to these General Conditions of Trade. Where the Customer is acting as a consumer no provision in these Conditions of Trade shall affect or prejudice the Customer's statutory rights (if any).

8.5

The Customer shall be responsible for any expenses of transportation, labour or other costs which may be involved in relation to any claim hereunder save to such extent as the Company may agree in writing in any particular case.

8.6

The foregoing warranty does not extend to any Goods or Services which have been accidentally damaged or which have been repaired, altered, neglected, not stored or handled in accordance with instructions issued by the Company from time to time or used in any way by the Customer so as to affect adversely their utility or reliability or quality or uses under normal conditions.

8.7

In the event of there being any dispute as to whether or not the Goods are defective at the time of dispatch or as to the cause of any defect or as to whether the Services were not provided with reasonable skill and care by the Company to the Customer, the Company shall be entitled to inspect the Goods in question and apply such tests to the Goods or Services as may be necessary but the Company shall not be responsible for any loss occurring or for any damage to the Goods or Services or to any other goods occasioned by or in the course of such inspection or tests.

8.8

Notwithstanding that a sample of the Goods has been exhibited to and inspected by the Customer it is hereby agreed that such sample was so exhibited and inspected solely to enable the Customer to judge for himself the quality, condition or fitness of the Goods and not so as to constitute a sale by sample under this contract. The customer shall take the Goods at his own risk as to their corresponding with the said sample.

8.9

Where circumstances arise which may give rise to a claim under this warranty the Customer shall at the earliest possible date and in any event within ten days from the date of delivery of the Goods or performance of the Services to the Customer furnish all details of the claim to the Company by prepaid registered post addressed to the Company's Manager at the address specified on the face of the invoice and every claim shall specify the date and place of purchase of the Goods or Services, the date on which the Goods were dispatched and delivered, the date on which the Services were provided, the circumstances in which the alleged defect(s) became apparent and such further details as may be relevant to the claim. It is the responsibility of the customer and/or the end user to ensure that any product or equipment supplied by Aquabox Systems is adequately operated and maintained on a regular basis and in accordance with the manufacturer's instructions and guidelines.

9. EXCLUSION OF LIABILITY

9.1

The Company shall have no liability to the Customer for indirect or consequential loss, damage, costs, expenses, injury or other claims for compensation howsoever arising (whether caused by the negligence of the Company, its servants or agents or otherwise).

9.2

Save and to the extent expressly provided herein, the Company shall have no further liability whatsoever for loss, damage or expense incurred by the Customer resulting from the Goods or Services supplied hereunder howsoever arising.

10. FORCE MAJEURE

The Company shall not be liable for any loss, damage, injury or expense whatsoever incurred by the Customer arising or resulting from acts of God, Government orders, strikes, lockouts or other industrial action, inability to secure labour, materials or supplies at commercially justifiable rates, accidents, plant or vehicle breakdown, war, civil commotion or any other circumstances (whether of the foregoing class or not) beyond the control of the Company and every contract between the Company and the Customer is subject to suspension, variation or cancellation by the Company as may be necessary due to force majeure aforesaid.

11. INDEMNITY

The Customer shall at all times keep the Company indemnified against any claims for loss, damage, expense, injury or death of third parties arising out of or connected with the subject matter of the contract herein contained or resulting from the supply of Goods or Services supplied hereunder.

12. DATA PROTECTION

12.1

The Company may use data relating to the Customer which is collected under these Terms and Conditions or otherwise for the purposes of performing its obligations under a contract and for administration, risk assessment, marketing and credit checking purposes. The Company may disclose Customer data to its agents, dealers and service providers for these purposes.

12.2

The Company may carry out searches in the files of credit reference agencies that will record the search and may also disclose Customer data to any assignee or transferee and their professional advisers.

12.3

The Customer has the right, under the General Data Protection Regulation (GDPR, to obtain a copy of any personal data held by the Company and to correct any inaccuracies in such personal data.

13. MISCELLANEOUS PROVISIONS

13.1

The Company reserves the right to alter the Specifications, composition or offering of the Goods or Services at any time.

13.2

Paragraph headings in these General Conditions are for ease of reference only and shall have no legal effect whatsoever.

13.3

Any reference in the Terms and Conditions to a statute or a provision of a statute shall be construed as a reference to the statute or provision as amended, re-enacted or extended at the relevant time.

13.4

Each of the paragraphs and sub-paragraphs of these Terms and Conditions shall be regarded as creating separate terms and obligations under the contract and in the event that any one shall be void or unenforceable such voidness or unenforceability shall not affect the validity of the remaining paragraphs and sub-paragraphs hereof.

13.5

These conditions are governed by and shall be construed in accordance with the laws of Ireland.

14. RESPONSIBILITY OF THE CUSTOMER

It is the sole responsibility of the customer to ensure that all goods supplied by Aquabox Systems are installed and commissioned by a competent person(s) and in accordance with the manufacturer's guidelines and instructions and local laws as applicable.

Product selection for specific applications is the responsibility of the customer.

Aquabox Systems will support with guidance and advice for applications and product selection as required and requested by the customer.

Sincerely

Management team
Aquabox Systems



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AQUABOX Systems