

CPI LIMITED
CONDITIONS OF SALE

1. These conditions shall form part of all Contracts for the supply of Goods (hereinafter called "the Goods") by CPI Limited (hereinafter called "the Company") to any other person (hereinafter called "the Customer") and shall prevail over any inconsistent terms or conditions contained in or referred to in the Customer's Order or in correspondence or elsewhere and all or any conditions or situations contrary to these are hereby excluded and extinguished. No Employee has authority to vary or add to or depart from these terms or make any representation about the Goods or the Contract made herein.
2. **WHERE THE CUSTOMER IS DEALING AS A CONSUMER WITHIN THE MEANING OF THE SALE OF GOODS AND SUPPLY OF SERVICES ACT, 1980, NOTHING IN THESE CONDITIONS SHALL AFFECT THE RIGHTS GRANTED TO SUCH A CUSTOMER UNDER THAT ACT.**
3. Quotations by the Company shall not constitute offers by the Company to supply the Goods or carry out the work referred to therein, and no order placed in response to a quotation will be binding unless accepted by the Company in writing. All such acceptances by the Company are subject to availability of the necessary materials and to the Company being able to obtain any necessary authorisation and/or licences and to the same remaining valid.
4. Proportions shown in Euromix and concrete mix descriptions are by volume, unless otherwise stated.
5. Time allowed for unloading:
 - Concrete – 5 minutes per cubic metre plus 10 minutes.
 - Euromix tanker – 2 minutes per tonne plus 10 minutes.
 - Euromix silo delivery – 15 minutes per delivery.
 - Blocks – 20 minutes per delivery.We reserve the right to charge for waiting time in excess of above.
6. The Company are not responsible for concrete slump, strength or quality if additional water or other material has been added at request of purchaser.
7. Unless otherwise agreed, the prices of the Goods shall be those ruling at the date of delivery. Any Value Added Tax payable in respect of the Goods supplied under these conditions will be borne by the Customer.
8. (a) The time, if any, specified for the commencement and completion of the supply and delivery of the Goods shall be deemed to be variable if delays are occasioned by force majeure, strike, lock-outs, accidents or any reason whatsoever, and such times, if specified, are approximate only and not of contractual effect. Time of delivery is not of the essence of the contract, and the Customer shall not be entitled to rescind the contract by reason only of delay in delivery, nor shall the Company be liable for any loss, damage, injury or expenses suffered by any party as a result of delay in delivery.
(b) Delivery shall normally be made by road vehicle to the Customer's site, works, property or depot, but the Company reserve the right to adopt any other means of carriage which may seem to them expedient.
(c) The Company reserves the right to make a special carriage charge representing the additional cost incurred in excess of normal carriage costs where at the Customer's request delivery is made by other than the usual means, or to a remote or not easily accessible site.
9. Payment of the full price of the Goods, including VAT as invoiced shall be made to the Company without deduction at the end of the Calendar month immediately following that in which delivery is effected or within such period as the Company may previously agree in writing. Payment of any amount due is a condition precedent for starting further deliveries. The Company shall have the right to terminate any contract when payment or any installment thereof is in arrears or in the event of the Customer being insolvent. The costs and losses of the Company resulting from withholding deliveries of Goods due to non-payment by the Customer shall be borne by the Customer. Notwithstanding the provisions of this condition, if the Company shall deliver Goods to the Customer at a time when any payment is due, this shall be done without prejudice to the Company's rights under this condition and all other conditions of sale. The Company reserves the right to charge compound interest at the rate of 2% per month as soon as any money is overdue for payment by the Customer to the Company until such payment is made.
10. Title in the Goods shall not pass to the Customer until all sums due from the Customer on any account to the Company have been paid.
11. Notwithstanding that the title in the Goods shall not pass to the Customer, except as provided in Clause 7, the Goods shall be at the risk of the Customer from the time of collection by the Customer or delivery to the Customer of such Goods.
12. The Company shall be entitled to repossess any goods supplied to the Customer in respect of which payment is overdue and then thereafter to resell the same. For this purpose, the Customer HEREBY GRANTS an irrevocable right and licence to the Company through its servants and agents to enter with or without vehicles on all or any premises of the Customer on which the Goods are situated.
13. (a) Goods invoiced or supplied are not tested or sold as fit for any particular purpose and any term, warranty or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Company's liability (in contract tort or otherwise) to the Customer arising under, out of or in connection with this contract or the Goods supplied hereunder exceed the invoice price of the particular Goods or section of Goods concerned. All terms express or implied relating to the quality of Goods are warranties only the breach of which gives no right to reject the Goods or repudiate the contract in any circumstances whatsoever.
(b) No warranties implied by law shall apply unless the Goods are installed in accordance with the Company's recommendations and are used under normal and reasonable conditions.
(c) Notice of any claim arising out of or in connection with this contract must be given in writing to the company within seven days from the date when the Goods are collected or delivered failing which all claims shall be deemed to be waived and absolutely barred. In any event, the Company shall be under no liability for shortage or damage unless within three days of delivery the Customer gives written notice of claim to the Company and to the Carrier (otherwise than upon consignment note or delivery document) and the Company shall be under no liability whatsoever unless the Customer can prove to the Company's satisfaction the identity of the Goods complained of.
14. The colour, texture, shading and surface finishes of the Goods supplied and sold on foot of these conditions of sale shall be subject to reasonable variation and to reasonable wear and tear.
15. The Company binds itself only to deliver Goods in accordance with the general description under which they were sold whether or not any special or particular description shall have been given or shall be implied by law. Any such special or particular description shall be taken only as the expression of the Company's opinion in that behalf.
16. The Company warrants that the design, construction and quality of Goods to be supplied under the contract comply in all respects with all relevant requirements of any statutory rule or order, or other instrument having the force of law which may be in force at the time when the same are supplied.
17. Should the Company be delayed in or prevented from carrying out its obligations under the Contract by Act of God or riot, strike, lock-outs, trade disputes or any other labour disturbances, fire, flood, difficulty in obtaining workmen, materials or transport, or the consequences of hostilities or any Government interference or other circumstances whatsoever outside the Company's control, the Company shall not be liable to the Customer for any loss or damage whether direct or indirect which may thereby be suffered by the Customer and furthermore the Company shall be at liberty to determine or suspend the contract without incurring liability for any loss or damage resulting to the Customer.
18. The Customer shall return carriage paid to the Company's works in good condition within one month of receipt of all pallets, packing cases, drums and crates (hereinafter called "returnables") provided for packing or handling the Goods in transit and invoiced to the Customer as returnable. The Customer shall not make any deductions from the Company's accounts in respect of the costs of returnables but credit will be allowed up to the full amount charged therefor in the accounts rendered by the Company provided the returnables have been returned and accepted by the Company within the terms specified above.
19. The Company will not be liable for loss or damage to the Goods or materials in transit in the Republic of Ireland or elsewhere.
20. Goods shall not be returned after delivery without the Company's prior agreement which at all times will require proof of purchase. When the Company so agrees, the Customer shall pay a re-stocking charge of 15% of the price of the Goods.
21. Due to the limited available hard copy storage facilities the Company will retain original records of proof of deliveries for a period of six months only. Original proof of delivery records requested in this period will be provided. Thereafter, copies of the records will be retained electronically by the Company for retrieval upon request.
22. The contract between the Company and the Customer shall be governed by and interpreted in accordance with the laws of the Republic of Ireland.

CPI LIMITED
CONDITIONS OF HIRE

1. In these conditions.
 - (a) CPI Limited shall be called "the Company".
 - (b) "The Hirer" shall mean the firm or person entering into this hiring contract with the Company.
 - (c) "The Equipment" shall mean the equipment hired by the Hirer together with any accessories, replacements, renewals or additions thereto.
 2. These conditions shall form part of all contracts for the hire of the equipment by the Company to the Hirer and shall prevail over any inconsistent terms or conditions contained in or referred to in the Hirer's Order or in correspondence or elsewhere and all or any conditions or stipulations contrary to these are hereby excluded and extinguished. No employee has authority to vary or add to or depart from these terms or make any representation about the Equipment or the contract made herein.
 3. The minimum period of hire shall be one week.
 4. The period of hiring shall be deemed to commence on the date when the Equipment is delivered to the Hirer's site (called "the commencement date") and shall terminate on the date when the Equipment is removed from the Hirer's site (hereinafter called "the termination date").
 5. Hire charges ("Rent") shall be at the rate given on the Company's quotation for one week commencing on the commencement Date and shall thereafter continue at the said rate save that the Company shall be entitled at any time after the said period of one week by giving not less than seven days notice in writing to the Hirer to increase the said charges to correspond with the current rate of the Company's hire charges for similar equipment.
 6. The Hirer's acceptance of delivery of the Equipment shall be conclusive evidence that the Hirer has examined the Equipment and found it to be complete in accordance with the description on the Hire Contract and in good order and condition and fit for any purpose for which it may be required.
 7. The Company shall not be liable for any loss or damage whatsoever, including delay in delivery arising from or in connection with the Equipment or any part thereof or arising from any defect in the Equipment, which the Hirer shall fully and completely indemnify the Company in respect of all claims in connection with or arising out of the use of the Equipment and in respect of all costs and charges in connection therewith whether such claims arise under statute common law or otherwise. The Hirer shall effect the necessary insurance to support such indemnities and produce evidence thereof to the Company if required to do so.
 8. (a) The Company, its employees and/or agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it and testing its condition.
(b) The Hirer shall not without prior written consent of the Company make any alterations, additions or improvements to the Equipment and any such alterations, additions or improvements so made shall belong to and remain the property of the Company without cost to the Company.
 9. No condition or warranty whatsoever of any kind has been or is given or made by or on behalf of the Company in relation to the quality of the Equipment or its fitness for any particular purpose.
 10. (a) The Hirer shall immediately notify the Company of and shall indemnify the Company against any loss or damage to the Equipment.
(b) No loss or damage to the Equipment or any part thereof shall affect or impair the obligations of the Hirer under this Agreement which shall continue in full force and effect.
 11. (a) Any repairs or replacements to the Equipment shall be carried out by the Company and the Hirer shall upon demand reimburse to the Company the cost thereof.
(b) The Company shall not in any event be liable for consequential loss, injury or damage arising out of any loss or damage to the Equipment.
 12. (a) The Hirer shall have no right of property in the Equipment except the right to use the Equipment as a Hirer on the terms and conditions of this Agreement.
(b) The Hirer shall not sell, assign, let on hire, mortgage, pledge, charge, suffer any diligence, distraint or execution to be made upon or in any way dispose of part with possession, or deal with the equipment or any part thereof or allow any lien to be created thereon. The benefit of this Agreement is not capable of assignment by the Hirer.
 13. (a) If the Hirer shall fail to pay any rent or other sum payable under this Agreement within seven days of it becoming due (whether demanded or not) or fail to observe or perform any of the terms and conditions of this Agreement whether expressed or implied or shall do or allow to be done any act or thing which in the opinion of the Company may jeopardise the Company's rights in the Equipment or any part thereof, or cause the Company or the Hirer to incur any liability to any third party, then in each and every such case the Company may by notice in writing sent to the Hirer forthwith or at any time thereafter for all purpose terminate this Agreement.
(b) Notwithstanding the generality of Clause 13(a) above upon the occurrence of any of the following events, namely:
 - (i) if any process of execution, or distress shall be levied on or due against the Equipment or any part thereof or any premises or vessel where the same may be, or any of the Hirer's goods or other property or if the Hirer shall permit any judgement against the Hirer to remain unsatisfied for seven days or
 - (ii) if the Hirer, being a limited company, shall pass a Resolution for voluntary winding-up (other than for the purpose of amalgamation or reconstruction on terms previously approved by the Company or shall have a liquidator appointed over its assets or any part thereof, or shall have a winding-up order made against it or if a Receiver or Examiner under the Companies (Amendment) Act 1990, of its undertaking and assets or any part thereof shall be appointed or if it shall be deemed by virtue of Section 214 of the Companies Act 1963 to be unable to pay its debts or,
 - (iii) Loss or damage to the Equipment
 - (iv) [On inspection of the Equipment pursuant to clause 8(a)] if the Company is dissatisfied with the manner of erection of the Equipment or its condition.Then in each and every case this Agreement shall automatically and without notice be terminated and non payment subsequently accepted by the Company with knowledge of such automatic termination shall in any way prejudice or affect the operation of this sub-clause.
 - (c) In the event that the Company does not exercise its rights to terminate this Agreement as provided in sub-clause (a) of this clause within twenty eight days after first becoming aware of the event or events giving the Company the right to do so then this agreement shall continue in full force and effect save that the aggregate amount of all sums thereafter payable by way of Rent shall immediately become due and payable.
 - (d) In the event that this Agreement is terminated under sub-clause (a) or (b) of this clause, the Hirer shall thereafter no longer be in possession of the Equipment with the Company's consent and the Company may without notice re-take possession of the Equipment and for that purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall upon such termination pay the Company:-
 - (i) all rent monies due under clause (5)
 - (ii) the cost of all repairs required as at the date of the termination to render the Equipment in good and substantial working repair and efficient order for wear and tear excepted, and
 - (iii) all costs, charges and expenses incurred by the company in re-taking possession of the Equipment as aforesaid, and
 - (iv) as agreed compensation for loss of profit the aggregate of all the sums payable by way of rent throughout the term, less the total of the sums due and paid to the date of Termination by way of Rent under Clause 5.
 - (e) The termination of this Agreement under sub-clause (a) or (b) of this Clause shall not prejudice any rights of the Company or liabilities of the Hirer subsisting at the date of the termination.
14. Upon the termination of this agreement for any reason, the Company shall have the right without notice to enter upon any premises where the Equipment or any part thereof may be and take possession of same (without prejudice to the right of the Company to re-take possession earlier if the Agreement is terminated by virtue of Clause 13).
15. The Hirer shall pay to the Company on demand all expenses, costs, and charges whatsoever incurred by or with the authority of the Company or its agent in ascertaining the whereabouts of the Hirer and of the Equipment or any part thereof or in taking possession of the Equipment. The Hirer will also repay to the Company all costs, charges and expenses incurred by reason of any breach of this Agreement by the Hirer.
16. No forbearance or indulgence shown or granted by the Company to the Hirer (in any regard whatsoever) shall constitute a waiver of any covenant or condition to be performed by the Hirer or in any way affect, diminish, restrict or prejudice the rights and powers of the Company.
17. Time is of the essence of this Agreement and of each and all of its provisions.
18. This Agreement is governed by and shall be construed in accordance with the laws of Ireland.
19. The Company hereby agrees and declares that the contractual rights (if any) which the Hirer enjoys by virtue of the Sale of Goods and Supply of Service Act 1980 are in no way prejudiced by any of the provisions of this Agreement.