

TERMS AND CONDITIONS OF BUSINESS

1 Definitions

In these Terms and Conditions of business the following meanings shall apply: -

"The Company" shall mean ETS Ltd T/A Mochua Print & Design

"The Customer" shall mean any person or persons, firm or company who buys or agrees to purchase goods from the Company

2 Conditions Applicable

2.1 The Terms and Conditions shall apply to and govern all contracts for the sale of goods entered into by the Company. All Conditions of the Customer or other terms and conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing, and these terms and conditions shall be deemed to be incorporated in any quotation received from the Company and the Customer's own conditions shall not be regarded as a counter offer.

2.2 The exercise by the Company of any right pursuant to these Terms and Conditions shall be without prejudice to any other right available to it whether hereunder or under general law.

3 Quotations

3.1 The Customer acknowledges that no contract was entered into in reliance on any representations other than those incorporated in the Company's quotation and these Conditions, and particularly no catalogue or price list shall form part of the contract documents.

3.2 A quotation by the Company shall not constitute an offer and there shall be no binding contract until the Company has confirmed acceptance of an order placed by the Customer, either in writing or by fulfilling that order. Telephone orders will not be dispatched without a signed faxed confirmation of order.

3.3 Unless otherwise specifically stated, all prices quoted by the Company are exclusive of Value Added Tax, which shall be due at the rate in force on the date of the Company's invoice to the Customer.

3.4 Quotations assume the accuracy of information provided by the Customer and are not valid in the event of any information supplied to the Company being incomplete, inaccurate or misleading. Any modifications to specifications required after the Company has provided a quote will entail an extra charge being raised at a reasonable rate having regard to the nature of the modification.

4 Delivery & Collection

4.1 The Company will endeavour to meet any delivery time stated in a quotation or order acknowledgement. If an order is received from a customer before 3.00pm the Company will endeavour to despatch the ordered goods within 2 working days. In the event of an urgent delivery requirement on the same day as the order is placed, subject to availability we will make every effort to assist the customer. However, delivery dates and times specified by the Company are approximate only. Unless expressly agreed by the Company in writing, time is not and shall not be deemed to be of the essence of the contract. The Customer shall make all arrangements necessary to take delivery of goods whenever they are tendered for delivery.

4.2 If goods are sold and delivered to the Customer in instalments each delivery shall constitute a separate contract, and failure by the Company to deliver any one or more of the instalments or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated. Further the Customer shall have no right of set-off against any monies due to the Company under this or any other contract.

4.3 Mochua Print and Design are not responsible for loss or damage of completed orders held in storage where orders are been collected by customers own transport or third party couriers.

5 Cancellation and Variation

5.1 No cancellation, suspension or variation by the Customer of any order accepted by the Company shall be valid unless agreed by the Company in writing and such agreement may only be given on terms which compensate the Company for any loss, costs, damages, charges and expenses thereby incurred by the Company, such compensation to be decided by the Company in its absolute discretion. In particular, the Company reserves the right to charge a handling fee for goods which are accepted back into stock for credit although the Company's claim in this regard may not be limited to this sum.

5.2 The Company reserves the right to make any changes in the specification of goods which are required to conform with any applicable safety or other statutory requirements or where the goods are supplied to the Customer's specification, which do not materially affect their quality or performance.

6 The Price and Payment

6.1 The price to be paid by the Customer shall be the sum(s) shown by the Company's invoice(s) which shall be based on the sum quoted or the Company's list price for the goods but which may take into account any increase in the cost of goods and materials, increased labour, transport, storage, fuel and power charges arising after the date of the quotation or contract or during the performance of the contract.

6.2 Payment of the price and VAT shall be due within 30 days from the date of invoice unless a different time for payment is specifically stated within the Company's quotation or acceptance of order. Time for payment shall be of the essence.

6.3 All other sums due to the Company from the Customer are payable on demand.

6.4 Where goods are delivered in instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these Terms and Conditions.

6.5 If the Customer is in default in paying any sum as and when it becomes due, the Company shall have the right to suspend all further deliveries until the default is made good and/or to cancel the contract so far as any goods remain to be delivered there under.

6.6 In the event that the Customer fails to pay any monies by the due date, the Company shall be entitled to charge interest on the outstanding monies both before and after Judgment from the due date to the date of actual payment at the rate of **4% over the base rate** of The Central Bank from time to time in force. In addition the Company reserves the right in its absolute discretion to recharge discounts previously agreed on orders should payment not be made by the due date. The customer shall also indemnify the Company against expenditure on all costs of recovery including without limitation legal fees, costs and disbursement reasonably incurred.

6.7 The Company shall have a general lien on all and any goods for the time being under its control belonging to the Customer for all sums due and for all claims of every description by the Company against the Customer in respect of any order or account and if any sum or sums remain owing to the Company fourteen days after the Customer has been given notice in writing of the exercise of such lien the Company shall have the power to sell the whole or any part of such goods to discharge the same sums and claims and all expenses incurred in connection with the sale of the goods and any balance of the proceeds of such sale shall be paid by the Company to the Customer.

6.8 The Customer shall not in any event, until all monies due have been paid to the Company, be entitled to pledge, or in any way charge by way of security for any reason, any of the goods which remain the property of the Company, but if the Customer does so all monies due to the Customer shall become immediately due and payable without prejudice to any other right or remedy of the Company.

6.9 In the event of your invoice having an assignment notice to a factoring company, then all payments should be made lender who's details appear on the assignment notice on our invoices.

7 Title and Risk

7.1 The risk in goods sold to the Customer shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration of the goods or a part thereof at the time of the tender or if the Customer wrongfully fails to take delivery of the goods when tendered or from the time when the same leave the premises of the Company (or the premises where the same were stored for or by the Company or to the Customer's order) save that if the goods are sold "ex works" and are not collected by the Customer by the due date for collection the goods shall be at the sole risk of the Customer thereafter. Where carrier delivers the goods any claims for loss or damage in transit must be made by the Customer against the carrier in accordance with any terms and conditions of business of the carrier.

7.2 Title in the goods or any part thereof shall only pass to the Customer when payment in full therefore has been made and the Customer shall permit so far as it is able and shall use its best endeavours to assist any officer, employee, representative or agent of the Company to enter onto any premises where the goods may from time to time be situate and to repossess the goods at any time prior to title passing to the Customer and until such time as title passes the Customer shall hold the goods as the Company's fiduciary agent and bailee.

- 7.3 The Customer shall at all times until payment in full keep the goods separate from all other goods in the Customer's possession, clearly marked as the property of the Company and shall store the goods in a safe and proper manner. The Customer shall insure the goods at all times and account to the Company for any proceeds of any such insurance and the amount of such proceeds received by the Company shall be set off against the sum due for the goods or any part thereof outstanding. Any proceeds of such insurance shall at all times be kept separate from any and all other monies held by or on behalf of the Customer.
- 8 **Warranty**
Subject as expressly provided in these Conditions and except where goods are sold or services provided to a person dealing as consumer within the meaning of the Unfair Contract Terms Act 1977 all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permissible by law. In particular, the Company does not warrant the compatibility of its goods with any paper or other material used by the Customer in manufacture or used with any other of the Customer's products.
- 9 **Insolvency**
If any distress or execution shall be levied on the Customer's property or assets or any part thereof, or if the Customer shall make or offer to make any arrangement or composition with its creditors generally or if the Customer: -
(A) being an individual, commits any act of bankruptcy or if any Petition or Receiving Order in Bankruptcy shall be presented or made against him; or
(B) being a partnership, if the said partnership is dissolved for whatsoever reason or if any partner commits any act of bankruptcy or if any Petition or Receiving Order in Bankruptcy shall be presented or made against any partner or the partnership; or
(C) being a limited company, if proceedings are commenced for the liquidation of the Customer or if a meeting of creditors is called pursuant to section 588 of the Companies Act 1985 or if a resolution is passed for the voluntary winding up of the Customer (other than a members voluntary winding up for the purpose of amalgamation or reconstruction only) or the appointment of an Administrator or if a Receiver is appointed of all or any of the assets of the Customer, or the Customer ceases, or threatens to cease, to carry on business
then the Company shall have the right forthwith to determine all subsisting contracts whether remaining to be performed in whole or in part by serving written notice of such determination on the Customer, and all monies due to the Company shall become immediately due and payable.
- 10 **Restriction on Liability**
10.1 Should the Company be restricted, hindered, delayed in or prevented from carrying out its obligations under the contract by any circumstances whatsoever outside the Company's reasonable control including, without prejudice to the generality of the foregoing and without limitation, any act of God, war, riot, strike, lock-out, trade dispute or other labour disturbance, fire, flood, difficulty in obtaining workmen, fuel, materials or transport, government restrictions or the exercise of government authority, whole or partial failure of equipment or the Company's suppliers then the Company shall not be liable 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 any liability for any loss or damage resulting to the Customer. The apportionment of available goods between separate orders and separate Customers shall be entirely within the discretion of the Company.
10.2 The Company shall not in any event be liable for indirect or consequential loss or damage including without limitation loss of profits, of use, or of contracts arising out of the supply or failure of supply of goods or services by the Company (other than liability for death or personal injury resulting from the negligence of the Company) and whether arising in contract, tort or otherwise and in all other cases liability shall be limited to the contract price, and the provisions of this sub-clause shall survive the termination of an order or contract however arising.
10.3 Customers where third party transport is involved accept full responsibility and acknowledge that Mochua Print and Design cannot be held responsible for any delays which occur or for loss or damage whilst material is held in our despatches pending collection.
10.4 No liability for any other losses shall attach to the Company unless details of such losses are notified to the Company in writing within two days of the date of delivery or the date of the event giving rise to such loss if delivery is not accomplished. In cases of alleged non-delivery the Customer must notify claims to the Company within 3 days of despatch of the goods.
- 11 **Applicable Law**
These Terms and conditions and the rights and obligations of the parties to the contract shall be governed, interpreted and construed solely in accordance with the Laws of Ireland.
- 12 **Service**
Any notice to be served on the Customer shall be duly served if delivered by hand or sent by post:
In the case of service on an individual or partnership, to his or their last known principal trading address or In the case of service on a limited company, to its registered office for the time being.
Any notice shall be deemed to have been served: -
If delivered by hand, at the time of delivery;
If sent by first class post, on the second day after the date of posting.
- 13 **Returned Goods**
The Customer cannot return goods unless displaying a Customer Returns Number. Returned goods not clearly showing this number will not be accepted by our Goods in Department. The Customer wishing to return goods for any reason must first contact the Company's Customer Services Department
(Between 10am and 4pm within 30 days of invoice date) to obtain a Customer Return Authorisation form. The Customer will be asked to provide invoice number and date, quantity, full reason for the return and appropriate evidence of defect. Subject to Company approval, a Returns Authorisation will be faxed to the Customer, which is valid for 30 days only. The Customer is responsible for the return of the goods to the Company. The returns number must be clearly marked on all cartons or packages of goods returned to us. Each faulty product must be clearly marked with the defect and clearly associated with the evidence of defect. The issue of a goods returns number is not an agreement to credit. All goods returned under complaint may be returned to the Company's factory for examination, prior to any credit agreement – this may result in up to a 3 week delay. Returns of unused product requires prior approval and, if agreed, will be subject to a 20% handling charge which will be deducted from any credit held.
- 14 **Headings**
The paragraph headings in these Terms and Conditions are for identification purposes only and do not form part of these Terms and Conditions.
- 15 **Guarantee of Product**
The Company guarantees its products to be free from defects in material and workmanship. Liability under this warranty is limited to obligation to replace any product found to be defective under normal use and service.
In the event of a product damaging a printer/copier, the Customer must firstly notify the Company and then after Company authorization, obtain a Service Report from a qualified independent service engineer. Should the report prove that the Company's product has damaged the printer/copier; the Company will reimburse the cost of the Service Report and replace or repair the damaged product as deemed necessary.

MPD-REC-01-1



MOCHUA PRINT & DESIGN
GET YOURSELF NOTICED