

TERMS & CONDITIONS

DEFINITION:

In these conditions the following expressions have the following meanings, "The Seller" mean J & C O'MEARA LTD. "Goods" includes any machines, parts and accessories the subject of the agreement of sale.

INTERPRETATIONS:

Where a buyer purports to lay down written terms upon where he offers to buy goods the Sellers' conditions of sale only shall govern the agreement for sale and additionally such terms (if any) of the Buyer to which the Sellers shall expressly agree in writing. In the absence of such agreement in writing no terms of the Buyer shall apply.

FORMATION OF AGREEMENT FOR SALE:

(a) Every offer is subject: (i) to the availability of the goods offered before the date agreed for delivery; (ii) to any variation or modification of the goods by the manufacturers before delivery (in particular any brochure of leaflet or the like relating to goods shall not form part of the agreement for sale; (b) Subject to (a) above, the agreement for sale shall be binding when the Buyer's order is confirmed orally or in writing by the Sellers.

PAYMENT:

(a) Payment shall be made on or before delivery of the goods unless otherwise agreed. (b) Payment by cheque shall occur when the Buyer's Bankers honour the cheque. Please note, however, that risk passes on delivery of the cheque to the Sellers under Condition 7 below. (c) Payment by Bank Draft shall only occur upon physical delivery of such Draft to the Sellers by the Buyer or his agent, (and for this purpose the Post Office shall be an agent of the Buyer).

TITLE

Unless otherwise expressly agreed, title to the goods Shall pass to the Buyer only, and immediately, upon payment for them in full by the Buyer. (For payment see Condition payment above).

RISK:

Unless otherwise expressly agreed; (a) when goods have been paid for in full but not delivered the goods shall be at the Buyer's risk from the time payment. If payment is by cheque risk passes to the Buyer immediately up on delivery of the cheque to the Sellers (see condition Title above as to the passing title); (b) Subject to (a) above, risk shall pass to the Buyer upon delivery of the goods to the Buyer (see condition Delivery below as to delivery)

DELIVERY:

(a) Any time stated for delivery shall be approximate only and subject to any delay caused by matters outside the Sellers' control. (b) Where the Buyer takes delivery of the goods at the Sellers' premises (whether or not the goods have been paid for in full or in part) liability for the safe loading of the goods shall be the Buyer's save when (and while only) the goods are loaded by means of the Sellers' forklift truck. (c) Where the Seller deliver the goods to the Buyer at the buyers' request the sellers' liability for the safety of the goods shall cease upon arrival of the vehicle used for such delivery at the premises of the Buyer. The safe unloading of the goods shall be the liability of buyer and for this purpose unloading shall begin when the goods are untied or otherwise released by the Sellers for movement from the vehicle. (d) When delivery of goods is by carrier the Sellers' liability for the safety of the goods ceased upon the Sellers' placing the goods under the control and direction of the carrier. (e) Delivery of the goods by Post shall take place when the Post Office delivers the goods to the Buyer (for loss or damage see condition 9 below)

LOSS OR DAMAGE IN TRANSIT

(a) If goods are delivered by carrier the Buyer must notify the carrier immediately of any loss of, or damage to, the goods. (b) If goods are to be delivered by Post the Buyer must notify the Sellers if within seven days of receipt of invoice he has not received the goods. (c) If goods are delivered by Post the Buyer must immediately notify the Sellers of any loss or damage to the goods.

HEALTH AND SAFETY

If a Buyer buys goods from the Sellers on their terms "as seen and inspected", the Buyer shall, by signing an order, invoice, delivery note, letter or other document referring to the transaction, thereby import into the agreement an undertaking to take all steps specified or necessary to ensure, so far as is reasonably practicable, that the goods will be safe and without risks to health when properly used.

WARRANTY:

(a) In the case of sale of new goods the warranty shall be held by the manufacturer. (b) Unless expressly agreed in writing, the Sellers give no warranty for used machinery. (c) Goods (excluding electric's) expressly described as reconditioned are guaranteed for three months from date of invoice.

REPAIRS:

The repair or replacement of electronic modules remains the responsibility of the manufacturers.

RESALE:

If the buyer fails to take delivery of the goods within fifteen days of the date of the agreement for sale, the Sellers shall have the right (i) to resell the goods, (ii) to keep any deposit paid by the buyer, and (iii) to claim from the Buyer any loss resulting from his failure to take delivery.

STORAGE:

If the buyer fails to take delivery within fifteen days of the date of the agreement for sale and the Sellers do not exercise their right of resale under Condition 12 above the Buyer shall pay an additional charge for storage of goods calculated at the rate of £1.00 per unit (each unit being calculated by its own sq footage), per week until he takes delivery, part of a week being deemed to be a complete week.

LIEN:

(a) If goods of the Buyer are in the possession of the Sellers and the Buyer owes money to the Sellers for those goods or other goods or services, the Sellers may retain the first-mentioned goods at the buyer's risk until payment of all monies due from the Buyer has been made. (b) If goods of the Buyer or any other person are delivered to the Sellers for repair or for any other reason are not collected by the Buyer or such other person within fourteen days after written notice addressed to the Buyer or such other person at the last known address has been posted to the Buyer or such other person by the Seller, the Sellers shall have the right to sell the goods and out of the proceeds of sale defray any expenses they have incurred and the storage charge as condition 14 and account to the Buyer of such other person for any balance.

PROPER LAW OF THE CONTRACT:

These Conditions and the Agreement for Sale shall be subject to and construed in accordance with English Law.