

# Terms & Conditions of Sale: Ireland

1	<b>DEFINITIONS</b> In these Conditions:-		
1.1	"the Company" means Diversey Ireland, the trading name of Diversey Hygiene Sales Ltd.	11.4	Company be liable for any claim in respect of collected Goods where the Goods are removed from the Company's premises without such written Claim being completed.
1.2	"the Purchaser" means any individual firm company or other person with whom the Company contracts	11.5	It shall be the Purchaser's sole responsibility to inspect the Goods in order to comply with the provisions of Condition 11.1 to 11.3 inclusive
1.3	"the Goods" means those Goods to be sold by the Company to the Purchaser		If the Purchaser is unable to accept the full delivery of a bulk order placed by them, then a returns fee of €108 may be charged for any goods returned to the Company.
1.4	"the price" means the price agreed for the Goods	12	<b>LIABILITY</b>
1.5	"Delivery Address" means the address to which the Company is instructed to deliver the Goods or failing such instruction for the Purchaser's registered office or principal place of business	12.1	The Company shall not be liable to the Purchaser for any loss of profit or other indirect, special or consequential costs, expenses, goodwill, loss or damage, (whether caused by the negligence of the Company or its employees or agents or otherwise), which arises out of or in connection with the supply of goods or their subsequent use or resale except as expressly provided in these conditions.
1.6	"writing" includes facsimile transmission and comparable means of communication Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.	12.2	The Company's maximum aggregate liability under, arising from, or in connection with the contract (whether in contract, for negligence or otherwise) shall be limited to a sum equivalent to the price of the goods in respect of which such a liability arises.
2	<b>CONDITIONS</b>	12.3	Without prejudice to the provisions of 12.2 the liability of the Company to the Purchaser for any loss or damage to property (other than the Goods) shall not exceed €1,000,000
2.1	In the event of the Purchaser's quotation or order containing conditions at variance with these conditions then such conditions will have no effect and these conditions only shall apply	12.4	The Purchaser shall keep and hold the Company, its servants and agents, fully indemnified in respect of any claim, loss, damage or injury whether arising in contract, tort or otherwise arising from any act or omission whether deliberate, accidental or negligent of the Purchaser, its servants or agents
2.2	No variation to the contract shall be binding unless agreed in writing between authorised representatives of the Purchaser and the Company.	12.5	The Purchaser is recommended to insure against any loss or damage in respect of which the liability is excluded or limited under these conditions
3	<b>DELIVERY</b>	12.6	The provisions of this Condition 12 shall apply to the Company's servants and agents and shall survive termination of the contract for the Goods (howsoever arising)
3.1	The Company will try to deliver the goods as soon as possible but shall incur no liability of any description arising from delay in delivery and the time for delivery shall not be of the essence of the contract	13	<b>TERMINATION</b>
3.2	Should the Company attempt to deliver the Goods to the Delivery Address and the Purchaser fails to accept delivery then, without prejudice to any other rights or remedies the Company may have, the Purchaser shall be liable to pay all and any costs incurred by the Company arising from non-delivery, including, by way of example, additional transportation costs and storage charges	13.1	The Company may at its own discretion terminate any contract for the Goods or suspend any further delivery of the Goods without any liability to the Purchaser upon any of the following events occurring:
3.3	The Company is not liable for any loss or damage caused by:	13.1.1	The Purchaser entering into any voluntary arrangement with its creditors or becoming subject to an administration order;
3.3.1	loading of the Goods by the Purchaser, its agents or servants, if the Goods are collected by the Purchaser; or	13.1.2	being an individual or firm having a bankruptcy petition served against it; or
3.3.2	unloading of the Goods if the Goods are delivered by the Company or its carrier; and	13.1.3	being a company having a winding-up petition served on it; or
3.3.3	any loss or damage occurring after collection or delivery (as the case may be)	13.1.4	going into liquidation for any purpose other than amalgamation or reconstruction; or
3.4	Orders may be subject to a minimum order charge.	13.1.5	any of its property or assets being possessed under the provisions of any encumbrance, mortgage, charge or lien upon them; or
4	<b>FORCE MAJEURE</b> If the Company shall be delayed or prevented from performing any of its obligations hereunder by any circumstances whatsoever outside its complete control, further performance of the contract shall either be suspended so long as the company shall be so prevented or, at its option, cancelled in which case the Company shall not be liable for any loss damage or injury of any kind whatsoever whether direct indirect or consequential to any person or any property caused by or arising out of or connected with such suspension or cancellation of the contract and any monies paid in advance for the Goods will be refunded in full to the Purchaser. The Company will not be deemed to be in breach of its contract.	13.1.6	ceasing, or threatening to cease, to carry on business; or
5	<b>TITLE</b>	13.1.7	the Company reasonably believes or suspects that any of the above mentioned events are to occur in relation to the Purchaser
5.1	Title to the Goods shall not pass to the Purchaser until all monies due from the Purchaser to the Company on any account have been received by the Company	13.2	Notwithstanding the right of the Company to terminate under the provisions of this Condition on occurrence of any of the events referred to in 13.1, any sums due to the Company and not yet paid (irrespective of any payment terms contained in these terms and conditions or otherwise agreed in writing between parties) shall become immediately due and payable, and the Company shall be entitled to charge interest at the rate of 2 per cent per annum above the base lending rate for the time being of Bank of Ireland on such outstanding amount from the date of notification of the same to the date of payment
5.2	In the case of non-payment on the due date or termination under the provisions of Condition 12 (whichever shall be the earlier) the Company shall be entitled, and may at any time for the purpose of recovery of the Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the Goods.	13.3	Without prejudice to any other rights and remedies of the Company, in the event that the Purchaser seeks to cancel an order for the Goods, the Company reserves the right to charge the Purchaser a cancellation fee of the sum equivalent to 5 per cent or €50 whichever is the greater, of the price of the balance of the Goods. The restocking fee for TASKI machines shall be 25% of the price of the balance of the goods
5.3	The Purchaser shall not be entitled to pledge, charge by way of security or otherwise encumber any of the Goods.	14	<b>TRADE MARK</b>
6	<b>RISK AND INSURANCE</b>	14.1	The Purchaser shall under no circumstances obliterate mutilate, alter or otherwise interfere with any existing trade mark of the Company affixed to the Goods or fix any other trade mark either in addition to or in place of the existing trade mark upon any of the Goods
6.1	The risk for the Goods shall pass to the Purchaser on delivery	14.2	Any rights or remedies of the Company in respect to any trademarks shall be without prejudice to and in addition to any other rights and remedies provided under these terms and conditions
6.2	The Purchaser shall fully insure the Goods for the Price from the date of delivery or collection (as the case may be) in the joint names of the Company and the Purchaser and shall store the Goods separately and identified as the property of the Company until all sums due to the Company have been settled in full	15	<b>ASSIGNMENT</b> Notwithstanding anything in this contract or agreement, or in any other arrangement between the parties to the contrary, the Company may assign transfer or otherwise dispose of all or any of its rights under this agreement. The purchaser shall not and shall not purport to assign, transfer or otherwise dispose of its rights and obligations under this agreement.
7	<b>PAYMENT</b>	16	<b>INDUCEMENTS</b> It is a condition of the agreement that no inducements to trade are offered to any of the Company's staff at any time. The Purchaser should inform the Company immediately if they are approached in this respect by any of the Company's staff. Seasonal gifts or entertainment offered to the Company's employees should be of nominal value only
7.1	Quotations from the Company are valid for 1 day from the date of such quotation and may be withdrawn or varied at any time thereafter in writing by the Company unless previously accepted in writing by the Purchaser. For the purposes of this condition the receipt by the Company of an order in writing for the Goods shall be deemed to be an acceptance of the quotation.	17	<b>WHOLE AGREEMENT</b> These conditions supersede all previous agreements between the parties and contain the whole of the agreement between the parties. There are no collateral or personal representations agreements warranties or conditions not specifically set forth herein and subject to the provisions of these conditions no modification amendment or variation shall be effective or binding on the parties unless agreed by them in writing and signed by the authorised representatives of each party
7.2	Unless otherwise agreed in writing payment for Goods shall be made in accordance with the invoice within 30 days of the invoice date. For this purpose time for payment shall be the essence of the contract. Receipts for payment will only be issued upon request. Any discrepancy associated with but not limited to pricing, charges invoice address, purchase order numbers must be reported to the Company within 30 days of the invoice date. Discrepancies notified after the 30 day period will not be considered by the Company for credit.	18	<b>LAW AND JURISDICTION</b> These conditions shall be subject to the provisions of Irish law and both parties irrevocably submit to the non-exclusive jurisdiction of the Irish courts.
7.3	The Company shall be at liberty to invoice the Purchaser for Goods delivered notwithstanding that all of the Goods ordered have not been delivered	19	<b>PALLETS</b> One way trip pallets. In the case of Goods delivered on Chep pallets, marked as "Owned by GKN Chep Ltd", the pallets remain the property of GKN Chep Ltd ("Chep") at all times and should be segregated from other pallets. Unless the prior written consent of Chep shall first have been obtained, no person shall be entitled to collect, sell, use or otherwise dispose of the pallets in any way inconsistent with Chep ownership. The GKN Chep limited pallet documentation or where relevant the pallet documentation of any carrier appointed by GKN Chep Ltd is its authority to collect pallets delivered with goods. If any pallets are lost by the customer GKN Chep Limited shall be entitled to charge the cost of replacement to the customer.
7.4	If payment is not made as provided for in 7.2 the sum due shall carry interest at the rate of 2 percent above Bank of Ireland Base Rate at the invoice date calculated on a daily basis from the invoice date until payment is made in full, together with all costs, charges or expenses incurred in recovering any amount due.	20	<b>CONTAINERS</b> In the case of Goods delivered in tanks or IBC's (intermediate bulk containers) by Diversey or their representative, the containers remain the property of Diversey or their representative, Diversey or their representative shall be granted access to the Customer's premises at all reasonable times to collect tanks or IBC's delivered with the Goods. Diversey shall be entitled to recover from the Customer all costs, losses or damages incurred by Diversey or its representative in respect of loss or damage to the tanks or IBC's during the period between the delivery of the goods to the customer and collection of the containers. A collection number must be requested from Diversey's nominated haulage contractor within 160 days of the delivery to the Customer of an IBC. If IBC collection is not requested by the Purchaser within 160 days of receipt, Diversey will be entitled to recover the IBC charge of €90 passed onto them from the representative company. A copy of the collection note must be retained by the Customer in case of dispute.
7.5	If payment is not received by the due date by the Company and without prejudice to the provisions of 7.4 and the Company's other rights and remedies, the Company reserves the right to suspend all further deliveries of Goods to the Purchaser and/or to terminate all contracts between the Company and the Purchaser and the Company shall have no liability to the Purchaser for such suspension or termination	21	<b>WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT</b> 21.1 Diversey is committed to meeting the requirements of the European Union (Waste Electrical and Electronic Equipment) Regulations 2014. These regulations require producers of electrical and electronic equipment to finance the take back, for reuse or recycling of WEEE resulting from products that Diversey placed on the Irish market. In line with that commitment <b>Electronic Recycling</b> have been appointed by Diversey to collect WEEE products from you. 21.2 For products that were supplied by Diversey prior to 13 August 2005, Diversey are only obliged to finance the return of WEEE equipment when a new similar type of product is purchased. For products purchased after 13 August 2005, there is no obligation to purchase new similar equipment to avail of the take back offer.
8	<b>PRICES</b> Invoices (s) will reflect the prices at the time of shipment (which may reflect an increase of prices up to 100% of the prices indicated in the Orders Confirmation) and Buyer agrees to pay such amounts	22	<b>GENERAL</b>
9	<b>VAT</b>	22.1	Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
9.1	Unless expressly stated otherwise all prices quoted are exclusive of Value Added Tax. Goods will be sold subject to the rate of Value Added Tax prevailing at the relevant tax point	22.2	Termination of the Contract shall be without prejudice to any rights of either party arising prior to or as a result of such termination and no waiver of any right shall be a continuing waiver or prejudice the future enforcement of such right.
9.2	Where the Company is acting as an intermediate supplier in a triangulation arrangement in respect of the supply of goods outside the United Kingdom but within the European Community the Purchaser shall account for the acquisition VAT on behalf of the Company	22.3	The printing of bar codes on packs by Diversey is not the subject of any contract between Diversey and the customer. Diversey will endeavour to observe the rules of the Article Numbering Association but will not be liable to the customer (whether for negligence or otherwise) for any loss damage or expense attributable to the absence of or error in such bar code printing.
9.3	If the Purchaser is in a VAT group it shall provide the Company with the name of the group representative member its address and full VAT number including the group's suffix	22.4	Equipment which is supplied "free on loan" remains the property of Diversey and it may be recovered in the event of misuse or malfunction. Diversey shall not be liable for any breakdown of equipment or any part of it or for any consequential loss incurred by the customer.
9.4	Where the Goods are supplied to the Purchaser outside of the Republic of Ireland and within the European Community the Purchaser shall provide the Company with its VAT number or if it does not do so pay the VAT in accordance with paragraph 9.1		
10	<b>WARRANTIES AND REPRESENTATIONS</b>		
10.1	Unless otherwise expressly stated in writing any statements as to the performance of the Goods but not the ability of the Purchaser to sell them are accurate to the best of the Company's belief and the Company undertakes no absolute obligation to supply Goods which achieve or comply with any such statements.		
10.2	In the case of liability under paragraph 10.1 the Company shall be liable only to accept the return of the Goods concerned and to refund to the Purchaser the Price or any part of the Price paid by the Purchaser		
10.3	All other terms, conditions, warranties, guarantees, undertakings or representations whether express or implied (save only those which cannot be negated or varied by express agreement or by course of dealing or usage) or agreed or offered orally or in correspondence or otherwise and all particulars or details shown in or on specification catalogues or any illustrative or descriptive documents are hereby excluded from the contract		
10.4	These conditions shall apply mutatis mutandis to any Goods supplied by the Company by way of replacement, rectification or improvement under any of these conditions		
10.5	Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.		
11	<b>RETURN OF GOODS &amp; NOTIFICATIONS OF LOSS, NON DELIVERY, DAMAGE</b>		
11.1	If the Goods are delivered to the Purchaser then any notice of claim arising from the delivery (damage, short delivery or loss) must be made within 5 working days of the date of the delivery. Such notice must be made in writing by the Purchaser to the Company, and the delivery advice note must be returned to the Company duly endorsed with reasonable details of such loss, shortage or damage. The Company shall have no liability for any loss or damage where the delivery advice note is returned to the Company endorsed as unchecked or unexamined. If the Company shall not have been given notice of any claim within the specified period the goods shall be deemed accepted by the Purchaser. It is the Purchaser's responsibility to acquire a Diversey complaints reference number as proof of request, which should be quoted in any communication (invoice query, etc) relating to the complaint.		
11.2	If the Goods are delivered to the Purchaser then any request for return of goods arising from that delivery must be made to the Company within 5 working days of the date of the delivery. If the Company shall not have been given notice of any claim within the specified period the goods shall be deemed accepted by the Purchaser. It is the Purchaser's responsibility to acquire a Diversey return reference number as proof of request, which should be quoted in any communication (invoice query, etc) relating to the return.		
11.3	If the Goods are collected by the Purchaser the Company shall only be liable for any loss, shortage or damage in the quantity of Goods subject to the Purchaser completing a written claim on collection and under no circumstances shall the		