

Terms and conditions

All business undertaken by J S Dobbs & Co Ltd (hereinafter called the company) as principles, agents, wholesalers, distributors or suppliers, is transacted subject to the following terms and conditions in so far as they or any of them may be modified or varied by the company in writing and every condition herein shall be a condition of all agreements between the company and a contracting party or agent for such party. No condition imposed by a purchaser or agent will be binding on the company unless specifically accepted by the company in writing. These terms and conditions shall apply to all transactions for the sale of goods by the company to the customer.

1) Conditions

- a) The conditions shall apply to all contracts for sale of goods by the company to the customer.
- b) All orders for goods shall be deemed to be an offer by the customer to purchase goods from the company pursuant to the conditions.
- c) Acceptance of delivery of goods by the customer shall be deemed conclusive evidence of the customers' acceptance of the terms and conditions.

2) Title

- a) Title to the goods shall not pass from the company until the customer has paid the invoice in full.
- b) Until such payment is made by the customer, the customer shall possess all goods and materials as the property in which it is vested in the company by virtue of the clause on a fiduciary basis only and if the company so requires the customer shall store such goods and materials at no cost to the company so that they are clearly identified as belonging to the company.
- c) If any payment is overdue the company may (without prejudice to any of its other rights and remedies) recover and resell any or all of such goods and materials and may enter the customers' premises for that purpose.

3) Delivery

- a) Goods shall be delivered by the company to the customer or to a specified address nominated by the customer.
- b) The risk of damage or deterioration of the goods arising after dispatch will be at the risk of the customer after the goods have left the company's premises.
- c) The company shall not be liable to make good any damage or loss whatsoever arising directly or indirectly out of delay in delivery.
- d) The risk in the goods shall pass to the customer at the point of delivery i.e. when goods leave the company premises.

- e) The company reserves the right to impose a re-stocking charge on the value of the goods returned by a customer, through no fault of supplier

4) Discrepancies

- a) Any discrepancy in goods received must be brought to the attention of the company in writing within five working days.
- b) Any complaint relating to an invoice must also be notified to the company in writing within five days of receipt of invoice.
- c) Any claims thereafter will not be entertained and cannot be used as an excuse for non-payment of account.

5) Price and Payment

- a) All prices for the supply of goods are liable to change without prior notice. Notwithstanding any quotations or confirmations of order previously made.
- b) The price of goods and VAT shall be as set out on the invoice. The invoice shall be paid in full by the customer to the company. Credit terms are strictly 30 days from date of invoice.

6) Warranty

- a) The seller warrants that it will have the right to sell the goods to the customer at the time at which title of the goods is to pass to the customer, and further warrants that the goods will be fit for such purpose as may be specifically notified by the company to the customer.
- b) All goods offered for sale by the company shall have a minimum warranty of 12 months from date of purchase.

7) Law and Jurisdiction

- a) All contracts between the company and the customer shall be conducted in accordance with Irish Law.

8) Force Majeure

- a) If either the company or the customer is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.
- b) Neither the company nor the customer shall be deemed to be in breach of any of the conditions, or otherwise be liable to the reason of any delay in performance or non-performance of any of its obligations hereunder, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party hereto; and the time for performance of that obligation shall be extended accordingly.

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