

TERMS

1. Definitions

In these terms and conditions, the following words shall have the following meanings:

"The Company" shall mean EWL Electric;

"Customer" shall mean the person, firm or company offering to purchase goods from the Company; and

"Goods" shall mean the articles and services the subject matter of the contract between the Company and the Customer.

2. General

The Company shall sell and the Customer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Terms and Conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which such quotation is accepted, or any such order is made or purported to be made, by the Customer. Any variations will only be binding on the parties hereto if such variation is in writing and signed on behalf of the Company. Any order placed by a Customer is deemed to be upon the terms and conditions herein contained.

3. Settlement Terms

All items are strictly nett and due for payment by the end of the month following the date of the invoice. The Customer shall not be entitled to make any deduction whatsoever whether by reason of set-off or for any other reason.

If payment is not made in accordance with these terms or if at any time the credit standing of the Customer has (in the opinion of the Company) been impaired, the Customer may be refused delivery of any further goods until arrangements as to payment of credit have been established to the reasonable satisfaction of the Company.

4. Opening Accounts

Customers desirous of opening a credit account are requested to furnish two trade and one Banker's reference. Where no credit account has been opened, cash with order will avoid delay in despatch. Consumers as defined by the

Consumer Credit Act, 1995 shall be disqualified from opening such credit account.

5. Prices

All quotations are given at current prices and may be subject to alteration without notice in accordance with prices ruling at the time of delivery. The Company shall be entitled to recover from the Customer by way of addition to prices such amounts which the Company may become liable to pay in respect of Value Added Tax in relation to the Goods.

6. Carriage

Carriage charges are those ruling as at date of despatch. Where the Goods are specially ordered from manufacturers, and a carriage charge is made by such manufacturers, the Company reserves the right to pass on this charge.

7. Guarantee

The Company gives no guarantee or warranty on the goods other than that given by the manufacturers concerned, but the Company shall do everything within its powers to protect the Customers' interests. The Company does not accept liability for any consequential damage arising from the Goods.

8. Delivery and Passing of Title

Whilst the Company shall always do its best to meet delivery time quoted it can accept no liability for failure to do so. Title to any goods supplied by the Company shall not pass to the Customer until such time as payment in full has been received from the Customer for the goods supplied and for any other Goods which have been supplied by the Company to the Customer and which remain unpaid for, but the risk in the goods passes to the Customer on delivery. The Company shall have full legal and beneficial ownership in any new product into which the goods are converted or which results from the use of the goods with any other goods. In the event of the appointment of a Liquidator or Receiver to the Customer the Company shall have the right to repossess the goods and the Customer hereby grants the Company an irrevocable license to enter upon any premises to affect such repossession.

9. Manufacturers' Terms

All the terms and conditions are general, but manufacturers' terms of business will apply where they differ in any respect and acceptance of the goods constitutes an acceptance of such terms and conditions.

In the case where the Goods have been specially made for a specific Customer's order, such order cannot be cancelled without the Company's written sanction.

10. Returns

Goods correctly supplied may not be returned without the Company's agreement in writing. Goods so returned must be consigned carriage paid and accompanied by a Packing Note stating the Company's Delivery Note number. In some instances, a re-stocking charge may be made. Goods will be accepted only if returned in perfect condition and in unopened and perfect packaging.

11. Packaging and Transit

Boxes and cases that have been charged will be credited in full if returned in good condition carriage paid, within 14 days from the date of invoice.

Cable drums are charged in accordance with makers' drum schedules. Goods received damaged should be signed for as "Damaged".

Once the goods have been delivered by the Company to the Customer at the Customer's premises, it shall be the duty of the Customer to insure same against loss or damage and notwithstanding the fact that Title in the said goods shall not pass until all sums have been paid by the Customer to the Company in accordance with condition 8 above the Company shall not be liable for any damage which shall occur to the said goods once they have been delivered to the Customer's premises.

12. Orders

Written confirmation of telephone orders should be clearly marked as such, otherwise the Company cannot be responsible should the order be duplicated.

The Company reserves the right to refuse any order placed or to refuse cancellation of any order or to suspend delivery of any order from time to time if any account is in arrears.

13. Waiver

A waiver by the Company of any terms or condition shall not constitute a general waiver of such term or condition.

14. Notice of Non-delivery, Shortage or Damaged Goods

The company must be notified in writing of any shortages in, or damaged goods delivered within 7 days of delivery and no responsibility whatsoever for such shortages or damaged goods will be accepted by the Company in the

event of failure by the Customer to notify the Company of same within the said period of 7 days. Goods damaged in transit should not be accepted from the carrier and no credit will be given for or replacement made of goods accepted from a carrier in damaged condition.

15. Force Majeure

The Company shall not be liable for any loss or damage incurred by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Company's control, including, but not limited to, an act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions prohibitions or enactments of any kind, import or export regulations, strikes, lock-outs or trade dispute (whether involving its own employees or those of any other person) difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur, the Company may cancel or suspend delivery without incurring any liability for any loss or damage thereby occasioned.

16. Minimum Order

The Company reserves the right to establish minimum order levels.

17. Patent Rights

If the Customer uses or sells the goods supplied in such a manner as to infringe any patent rights, the Company shall not be responsible for such infringements and the Customer agrees to indemnify the Company from and against all liability arising therefrom.

18. Choice of Law

The contract between the Company and the Customer shall be subject to and construed in accordance with the laws of the Republic of Ireland.