

Terms and Conditions :

Statutory Rights :

None of the information below affects your statutory rights. We are an Irish based company and all contracts for the sale of goods entered into by Laraglen Limited T/a Brennan & Co CATERSAVE on our catalogues pricelists or website, will be subject to the consumer laws of Ireland.

1. Quotation/Orders :

1.1 No order received from a customer by Laraglen Limited and no purported variation of these terms shall constitute a contract until accepted in writing by Laraglen Limited

1.2 Laraglen Limited reserves the right to refuse any order or to offer credit terms, including subsequent to the sending of an order acknowledgement email.

Orders may be made by phone, fax, post or by visiting our premises.

2. Prices :

2.1 The price payable for Goods shall, unless otherwise stated by Laraglen Limited in writing and agreed on its behalf, be the price list of Laraglen Limited current at the date of despatch and in the case of an order for delivery by instalments the price payable for each instalment shall be Laraglen Limited's current price list at the date of despatch of each instalment.

2.2 Unless otherwise agreed, Laraglen Limited 's prices may be subject to variation to take account of variations in wages, currency fluctuations, raw materials or factory increases or other costs since the date of Laraglen Limited's quotation (or if no quotation is issued) the Buyer's order. Laraglen Limited accordingly reserves the right to adjust the invoice price payable by the amount of any increase or decrease in such costs after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contract price.

2.3 All of our prices are exclusive of VAT. Our VAT number is IE4893120F. The buyer shall be liable for all and any local taxes or charges as appropriate.

3. Carraige And Insurance

3.1 The cost of carriage and insurance of the Goods to the Buyer's premises on the mainland of Ireland shall be in accordance with the charges laid out in Laraglen Limited's current catalogue.

*see 6.8

4. Additional Costs

4.1 The buyer agrees to pay for any loss or extra costs above the quoted price for the Goods which are directly or indirectly incurred by Laraglen limited through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or agents.

5. Terms of Payment :

5.1 Laraglen Limited requires that the initial order for all new customers is paid in advance.

5.2 Credit Facilities will only be granted on completion, in full, of a Credit Facility Form.

5.3 Once Credit Facilities have been granted all invoices are due for payment within **30 days** of the invoice date. The buyer shall not be entitled to exercise any set off, lien or any other similar right or claim.

5.4 If the Goods are delivered in instalments, Laraglen Limited shall be entitled to invoice each instalment as and when delivery thereof has been made and payment shall be due in accordance with Clause 5.3 above in respect of each invoice.

5.5 If payment is not made on or before the due date, Laraglen Limited is entitled to charge and

be paid interest at a rate of 1.5% per month on any unpaid invoices and/or any other overdue payments due from the Buyer.

5.6 Laraglen Limited also reserves the right to suspend future deliveries and withdraw credit facilities if payment is not made on or before the due date.

5.7 We accept payment by cheque, postal orders and most major credit and debit cards. (Please do not send cash in the post).

6. Delivery

6.1 All products are subject to availability.

6.2 The period for delivery shall be the period within which the Goods are intended to be despatched from Laraglen Limited's premises and shall be calculated from the date of the receipt by Laraglen Limited of the Buyer's order or the date of receipt of all necessary information to enable Laraglen Limited to procure the Goods whichever shall be the later and the Buyer shall take delivery of the Goods within such period. If no period is stipulated by the Laraglen Limited delivery will be such time after receipt of instructions as Laraglen Limited thinks reasonable.

6.3 All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of Laraglen Limited. Time of delivery shall not be of the essence of any Contract nor shall Laraglen Limited be under any liability for any delay beyond Laraglen Limited's control.

6.4 Where the Goods are handed to a carrier for carriage to the Buyer, any such carrier shall be deemed to be an agent of Laraglen Limited and not the Buyer for the purpose of Sections 44, 45 and 46 of the Sale of Goods and Supply of Services Acts 1893 and 1980.

6.5 No liability for non-delivery, loss or damage to the Goods occurring post delivery or for any claim that the Goods are not in accordance with the Contract will attach to Laraglen Limited, unless claims to that effect are notified in writing by the Buyer to Laraglen Limited (and in the case of claims for non-delivery, loss or damage with a copy to the carrier if Laraglen Limited's own vehicles have not been used to deliver the Goods):

6.5.1 within 3 days of delivery in the case of partial loss or damage of Goods in transit or delivery;

6.5.2 within 3 days of delivery in the case of defective goods; or

6.5.3 within 3 days of delivery for any other non-compliance with the Contract.

6.6 If the Buyer fails to give notice in accordance with Clause 6.5 above, the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be deemed to have accepted the Goods and shall be bound to pay for the same accordingly.

6.7 The Buyer agrees that in the event of a valid claim for non-delivery, loss or damage to the Goods and/or non-compliance with the Contract, Laraglen Limited may at its sole discretion either reprocess or replace the Goods at its own expense but shall then be under no further liability in connection with such non-delivery, loss, damage or non-compliance.

6.8. Price of transport of certain items (glassware, expensive machines and others) may not be the standard rate showed on the website.

We reserve the right to change that rate whenever the product that is being delivered cannot be delivered safely (from our point of view) by one of our couriers or the cost of our courier changes.

7. Returns And Cancellations

7.1 The Buyer must notify Laraglen Limited of any returns within 7 days of receiving the order.

7.2 All Goods returned must be in the same condition as originally supplied to the Buyer.

7.3 Any Goods that are a non stock item and were specially ordered for the Buyer and subsequently returned by the Buyer will be subject to a 25% restocking charge.

7.4 If non stock items were specially ordered for the Buyer and were received by Laraglen Limited but the Buyer, knowing the Goods have been received by Laraglen Limited cancels the order prior to the Goods been delivered. Then the Buyer will be subject to a 25% handling charge.

8. Passing Of Title

8.1 Title to Goods shall only pass to the Buyer upon the happening of any one of then following events;

8.1.1 the Buyer having paid(in full and cleared funds) to Laraglen Limited all sums due from it to Laraglen Limited under this Contract or under all other contracts between Laraglen Limited and the Buyer including any sums due under Contracts made after this Contract whether or not the same are immediately payable; or

8.1.2 Laraglen Limited serving on the Buyer notice in writing specifying that title in the Goods has passed.

8.2 Until all payments due under any Contracts between the parties have been paid in full and cleared funds by the Buyer, the Buyer shall not dispose of any Goods which are delivered to the Buyer.

8.3 In the event of failure to pay the price in accordance with the Contract, Laraglen Limited, its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer for removing all Goods in relation to which title remains with Laraglen Limited.

Laraglen Limited may exercise any right of re-sale in respect of such Goods which shall operate in addition to any other legal rights which may accrue to Laraglen Limited.

8.4 Pending payment of the full purchase price of the Goods, the Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by the insurance in the type of business for which the Goods are for the time being used, in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. The policy shall bear an endorsement recording Laraglen Limited's title and interest and shall be produced to Laraglen Limited on request.

9. Warranties

9.1 Only electrical and mechanical goods sold by Laraglen Limited are guaranteed in accordance with the terms of the manufacturer's warranty provided with the goods or for 1 year if not stated with the goods.

9.2 The warranty does not apply to wear and tear or if a product has been damaged or misused.

9.3 Machines under warranty that have been returned for repair where it is found that the machine has been abused or has not been used as the machine was designed for. Said repairs will be charged to the customer in full. This also applies where a machine has not been properly maintained including cleaning and descaling where applicable.

9.4 Loan machines are not available for duration of repairs.

10. Liability

10.1 Notwithstanding anything contrary, Laraglen Limited's liability to any user for personal injury or death caused by its negligence or fraud is not limited.

10.2 Laraglen Limited shall not be liable (whether or not Laraglen Limited has been advised of the possibility of such loss) in contract, tort, negligence or otherwise howsoever arising for any claim, damage, loss or costs in respect of:

10.2.1 any loss special to the Buyer, any direct loss of profits, any direct loss of turnover

and/or any direct loss of revenue; and

10.2.2 any indirect or consequential loss or damage howsoever caused including without limitation any losses special to the Buyer, any loss of profits, loss of turnover, loss of revenue, loss of business and/or loss of data and for the avoidance of doubt, the sub-clauses in this Clause 10.2 are intended and agreed by the buyer to be severable.

10.3 Subject to Clause 10.1, the aggregate liability of Laraglen Limited (whether in contract, tort, negligence or breach of statutory duty or otherwise) to the Buyer for any loss or damage shall be limited to the price of the Goods.

10.4 The Buyer shall be liable for and shall indemnify Laraglen Limited against any and all expenses, loss, liability or proceedings suffered by a third party arising as a result of or in connection with any act, omission, negligence, and/or breach of the terms of the Contract or otherwise through the default of the Buyer.

10.5 Laraglen Limited makes no representation or warranty that the use of the Goods does not infringe the rights of any third party and Laraglen Limited accepts no liability in this respect.

11. Force Majeure

Laraglen Limited shall be entitled to delay or cancel delivery or to reduce the amount of the Goods delivered if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including, but not limited to, strikes, lock-outs, accidents, war, fire, reduction in or unavailability of stock from normal source of supply.

12. Irish Law

Laraglen Limited's Terms and Conditions shall be construed and operated in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts.