

Modern Insulation Terms and Conditions of Sale

These terms and conditions do not apply to Contracts in which the Purchaser is dealing as a consumer insofar as they would be void under the Sale of Goods Act 1893-1980 and the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 or any other applicable provision. The statutory rights of parties dealing as consumers are preserved throughout.

1. General:
 - (a) Subject to the above statement in relation to Contracts in which the Purchaser is dealing as a consumer these terms and conditions govern all Contracts entered into by the Company for the sale of goods or supply of services. Any order given to the Company or the acceptance of a tender by the Company shall be deemed to constitute an Agreement to be bound by these terms and conditions. No variation of these terms and conditions shall be of any effect unless agreed by a Director of the Company in writing.
 - (b) The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing, in entering into the Contract the Purchaser acknowledges that it does not rely on, and waives any claim for breach of any such representation which are not so confirmed.
 - (c) Any advice or recommendation given by the Company or its agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Purchaser's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
 - (d) Supply an adequate amount of materials to the Purchaser, for the installation of external wall insulation as a measure to upgrade the energy efficiency of the Purchaser's house. The Company is a supplier only and **does not** perform installations. Where applicable and by agreement of the Purchaser, the Company will arrange for a registered Installer who is trained in the use of the materials supplied by the Company to perform the installation.
 - (e) The terms herein do not affect your consumer/statutory rights.
 - (f) Nothing in these terms affects the liability of either party for fraudulent misrepresentation.
2. It is agreed that only these terms and conditions shall apply to the Contracts between the Company and the Purchaser or any documents emanating from the Purchaser which contain printed or standard conditions have been and shall be sent by the Purchaser and received by the Company on the understanding that they appear on the Purchaser's documents because they are printed thereon but have no legal effect whatever and the Purchaser waives any rights which the Purchaser might otherwise have to rely on such conditions.
3. Description of Goods.
 - a. All goods are supplied subject to reasonable availability to the Company of suitable material. The Company reserves the right without notice to substitute materials, components and units other than those mentioned in the Contract or addendum to the Contract. The Company reserves the right to make any changes in the specification of the goods which are required to conform to any applicable statutory or E.U. requirements or, where the goods are to be supplied to the Company's specification, which do not materially affect their quality or performance.
 - b. All drawings, descriptive matter, weights, dimensions, specifications, brochures, catalogues, price lists and all advertising matter are approximate and by way of identification only and are intended merely to present a general idea of the goods or services described therein and their use shall not in any circumstances render any sale a sale by description, nor shall they form part of any Contract.
 - c. All prices quoted therein are subject to alteration or withdrawal from time to time without notice.
 - d. All drawings and specifications are and shall remain the Company's property and must not be copied, reproduced, divulged either directly or indirectly to any other person without the Company's prior permission.
 - e. If the goods are to be manufactured or any process is to be applied to the goods by the Company in accordance with a specification submitted by the Purchaser, the Purchaser shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with , or paid or agreed to be paid by the Company in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Purchaser's specification.
4. Prices.
 - a. The Price payable for the Goods shall be the Contract Price as per the Invoice, plus any adjustment necessary to take account of any increase in costs incurred by the Company prior to the date of despatch. Delivery charges and other expenses incurred by the company may be added to the Invoice, together with the addition of Value Added Tax.
 - b. Deliveries within a 100 km radius of Limerick City are free of charge. Beyond 100 km a €70 surcharge may be liable. Split deliveries as to time or destination may be liable to surcharge.
5. Payment.
 - a. Payment without any deduction or deferment on account of disputes or costs claimed is due on the delivery of goods (or supply of services) to the Purchaser.
 - b. Failure to make payments in accordance with the above terms shall result in late payment interest, as calculated in accordance with EU Communities (Late Payment in Commercial Transactions) Regulations 2002 being applied to all outstanding late balances due to the Company by the Purchaser.
6. Delivery.
 - a. Any time or date quoted by the Company for delivery is given and intended as an estimate only and the Company shall not be liable in any manner whatsoever or for any loss or damage whatsoever for failure to deliver within such time. No delay, failure or other default in respect of any delivery, part delivery or instalment shall entitle the Purchaser to treat the Contract as repudiated.
 - b. If delivery or collection of goods is delayed as a result of any act or omission by the Purchaser, payment shall nevertheless be due to the Company as if the goods had been delivered when ready and the Company shall be entitled to make a reasonable charge for storage of the goods until the Purchaser actually takes delivery thereof.
7. Cancellation.
 - a. The Purchaser is not permitted to cancel this Contract except with the written consent of a Director of the Company.
 - b. Where there is an agreed cancellation as permitted by clause 6. a. above, the Purchaser shall pay to the Company a sum to be determined, representing liquidated damages to compensate the Company against all losses incurred as a result of the cancellation.
8. Returns. Goods supplied and invoiced by the Company may only be returned by the Purchaser with the written consent of the Company and will be subject to a 25% restocking charge of the value of the goods upon the invoice.