



Conditions of Sale

The Customer acknowledges that if its terms and conditions of purchase differ substantially from these Conditions of Sale, they should be valid only to the extent that they are accepted and confirmed in writing by Festo; otherwise these terms and conditions of sale shall prevail and shall govern the terms of contract between Festo and the Customer.

1. Orders, Acceptances and Contracts

- (i) All orders, acceptances and contracts are subject to these conditions and nothing (whether expressed or implied by statute, regulation or common law, trade practice or otherwise) is to vary or override them unless agreed to in writing and signed on behalf of Festo.
- (ii) In particular no term or condition in any order given by any Customer which is inconsistent with these conditions will apply.
- (iii) All brochures, catalogues, manuals and other like materials are issued by way of general description only and nothing contained therein nor any representation of Specifications of weight and dimensions are approximate only unless expressed to be an essential term of the contract.
- (iv) Specifications as to performance shall be subjected to usual tolerances and rejection limits.
- (v) No contract shall be formed until Festo have accepted an order. The placing of an order by the Customer shall not constitute a contract even though Festo shall previously have issued a quotation.
- (vi) Where goods are manufactured by Festo to the design or specification of the Customer, the Customer shall accept a quantity which may vary within a tolerance of 5% from the quantity actually ordered and in the event of any such validation Festo may adjust the price accordingly.

1. Orders

- (i) Orders may be either by direct order at the prices stated in Festo's current price list or, where Festo has given a written quotation, on the basis of such quotation.
- (ii) Prices stated in Festo's current price list are exclusive of the cost of packing, carriage, insurance and VAT. Small orders are subject to Festo's current minimum charge.
- (iii) All prices and quotations are tendered without commitment and are subject to withdrawal or variation at any time prior to an order being accepted by Festo.
- (iv) Festo reserves the right in the case of imported goods to adjust prices in line with movements in foreign exchange rates in the event of a fluctuation of more than 5% in the relevant exchange rate between the date of contract and the date of delivery.
- (v) All quotations are made on the understanding that the whole of the quantity quoted for will be ordered, otherwise Festo reserves the right to revise the quotation.

1. Guarantee and Limitation of Liability

- (i) Every effort is made to ensure sound materials and goods workmanship but Festo gives no warranty expressed or implied of materials, workmanship or fitness of goods for any particular purpose whether such purpose be known to Festo or not.
- (ii) Where materials or workmanship are proved defective to the satisfaction of Festo and the goods were manufactured by Festo the goods will be repaired or replaced free of charge provided that Festo shall have been notified in writing of the defects within the following time limits:
 - (a) Where the goods are used in single-shift operations, within twelve calendar months of delivery.
 - (b) Where the goods are used in multi-shift operations, within six months of delivery.And in the event of any such repair or replacement being carried out the said periods of guarantee shall not be extended beyond the guarantee period of the original equipment.
- (i) The provisions of this clause shall where applicable apply to any software programme supplied with goods notwithstanding that such software shall form part of the sale.
- (ii) Festo shall assume no liability for losses or damage incurred as a result of:
 - (a) Inappropriate or improper use or storage by the Customer prior to commencement of operations.
 - (b) Incorrect assembly or repairs by the Customer or third parties.
 - (c) Natural wear and tear, incorrect or careless treatment, or unsuitable operation techniques.
 - (d) Construction work by unqualified staff.
 - (e) Factors beyond Festo's control.
 - (f) Any defect in goods or components which were not manufactured by Festo.
 - (g) Any technical advice given to Festo other than in writing.
 - (h) Radio interference.
 - (i) Penetration of dust or moisture to the goods.
 - (j) Any modifications made to the goods by the Customer.
- (i) Festo shall not be liable for defects when the Customer fails to provide Festo with sufficient time and the opportunity to carry out repairs and/or deliver alternative goods. In urgent or exceptional cases, Festo may authorize the Customer to repair the goods himself or have them repaired by a third party and to claim reimbursement of the expenses involved therein. Such authorization will only be effective if given in writing.
- (ii) Festo will not be liable for loss or profit or other consequential damage howsoever caused.
- (iii) Where both goods are manufactured by Festo to the design or specification of the Customer Festo shall give no guarantee or warranty that such goods shall be suitable for any given purpose.

1. Delivery and Carriage Charges

- (i) Festo does not give any warranty as to rate or time of delivery and no mention of a rate or time of delivery in any order, quotation or acceptance is binding on Festo.
- (ii) Festo will not accept responsibility for loss from package, damage, wrong delivery, seven days after the delivery of the consignment and unless Festo is given an opportunity of inspection.
- (iii) Festo will not accept responsibility for loss of a whole consignment or any separate package forming part of a consignment unless a complaint is made to Festo within 14 days after the date of an invoice relating to such a consignment.
- (iv) If within 14 days of being given notice by Festo that the goods are ready for despatch the Customer fails to take or give instructions for delivery Festo may place the goods in storage and the Customer shall be liable to pay Festo's reasonable storage charges.
- (v) Unless delivery in one consignment is specifically requested, goods will be despatched as they become available and each part delivery will be treated as a separate contract and invoiced separately.

1. Title and Risk

- (i) The property and title in all goods supplied by Festo to the Customer shall notwithstanding delivery and passing of risk remain in the Society until the entire of the purchase price and all other sums due by the Customer to Festo in respect of such goods have been paid in full.
- (ii) If any amount owing by the Customer to Festo is due and unpaid Festo may without prejudice to any of its other rights or remedies repossess and resell any of the goods to which such amounts relate and for that purpose the Customer hereby authorizes Festo its servants or agents to enter upon its premises at all reasonable times and without notice to the Customer.

Registered Office as below
Reg. No. 155041 Ireland

Directors:
M. McArdle (Managing)
Oliver Schott (Switzerland)
Karl Heckl (Germany)

A/c Payable 2160052
Admin/Man 2160051
Sales 2954955

Festo Limited

Unit 5
Sandyford Park
Sandyford Industrial Estate
Dublin D18 VH99

Phone ++353 (01) 2954955
Fax ++353 (01) 2955680
E-mail sales_ie@festo.com
Website www.festo.com/ie

- (iii) For so long as the title and property in goods remain in Festo the Customer shall hold such goods as bailee for Festo and store the goods safely and suitably and so as to clearly show them to be the property of Festo and identifiable as such.
- (iv) Notwithstanding the foregoing, whilst the title and property in the goods remain in Festo and provided no notice in writing to the contrary has been served by Festo on the Customer, the Customer may deal with the goods in the ordinary course of business including selling or otherwise disposing of same product that:
 - (a) The Customer shall not be entitled to pledge or create any lien, charge or other encumbrance whatsoever on the goods and,
 - (b) The Customer shall not be entitled to sell or otherwise dispose of the goods at a price less than the price at which the Customer agreed to purchase the goods from Festo.
 - (c) If the Customer shall sell or otherwise dispose of the goods the Customer shall hold so much of the monies received for the goods as does not exceed the amount due and unpaid by the Customer to Festo in respect of such goods in trust for Festo and undertakes to place any such monies so held on trust in a separate bank account and upon request shall provide details of such monies and such accounts to Festo.
- (i) In the event of the Customer mixing goods the title and property in which remain with Festo with other goods then provided the goods supplied by Festo remain an identifiable and separate constituent of such mixed goods the title and property in the goods supplied by Festo shall notwithstanding such mixing remain in Festo with the consequent obligations on the Customer under this clause 5 in relation to the portion of any proceeds of sale of the mixed goods referable to the identifiable and separate constituent goods supplied by Festo the title and property in which remain with Festo.
- (ii) Festo may without prejudice to the foregoing and as part of the consideration for the sale of the goods require the Customer to assign any claim which the Customer may have against any third party who may have purchased the goods whether in respect of the proceeds of sale or otherwise.
- (iii) The provisions of this clause shall not entitle the Customer either to refuse or delay payment or to require Festo to accept the return of the goods on the ground that the title and property in the goods remain with Festo as aforesaid.
- (iv) In the event of the Customer being declared bankrupt or having a Receiver or Examiner appointed or a Petition presented or resolution passed for its winding up all sums unpaid by the Customer for goods supplied by Festo shall notwithstanding that credit terms otherwise agreed shall not have expired become immediately due and payable and the customer's right to deal in the ordinary course of business or otherwise sell or dispose of goods the title and property in which remains in Festo shall automatically and immediately terminate.
- (v) Each of the sub-paragraphs of this clause shall be regarded as creating separate terms and conditions under the contract and in the event that any one shall be void or unenforceable such voidness or unenforceability shall not effect the validity of the remaining sub-paragraphs hereof.

1. Payment

- (i) Payment of the price shall be made within 30 days net from the date of invoice, time being of the essence. If delivery of the goods or materials shall be prevented or delayed by the Customer payment shall be made by the due dates as if there had been no such prevention or delay.
- (ii) Festo reserves the right to charge interest on any invoice remaining unpaid for more than 30 days from the invoice date at the rate of 2% per month to be calculated on a daily basis from the invoice date to the date of receipt of payment.
- (iii) If the Customer defaults in making payment on the due date of the sum due to Festo on any account Festo may suspend deliveries (in which event the Customer will be liable for any damage, loss or expense which Festo may thereby suffer) and if such default continues for seven days after written notice of Festo's intention to invoke the provisions of this condition Festo may determine the contract.
- (iv) If a Customer commits an act of bankruptcy or being a company goes into liquidation (otherwise than a voluntary liquidation for the purposes of reconstruction or amalgamation which has first been approved by Festo) or has a Receiver or Examiner appointed Festo may (without prejudice to the terms of clause 5 hereof) suspend deliveries and/or determine the contract.
- (v) In the event of the determination of the contract for any reason the Customer will be liable to pay forthwith for all work done and materials supplied and may also be liable in damages as for a wrongful repudiation.
- (vi) If goods are returned through no fault of Festo, Festo reserves the right to make a handling charge.

1. Copyright, Patents etc

- (i) Festo retains all copyrights, patents and the right of legal protection of registered designs in its drawings, diagrams, software, documents and equipment. Drawings, specifications, documents etc. appended to quotations or forwarded to customers are for their personal use only. They may be neither copied in whole or part nor made accessible to third parties without Festo's express written consent.
- (ii) Any software programme supplied by Festo shall not form part of the sale but the Customer shall be licensed to use such software (together with any updates and modifications which Festo may at its discretion provide) as specified by Festo and if such software shall have been supplied together with goods then it may be used only in connection with such goods.

1. Health and Safety at work

The Customer will ensure that the goods are properly and safely installed in accordance with any instructions that shall have been supplied by Festo and with good trade practice and that they will be safe and without risk to health or safety when being used.

2. Installation and Commissioning

- (i) These Conditions of Sale shall apply where appropriate to the installation and commissioning of any equipment to Festo.
- (ii) The cost of installation and commissioning shall in each case be charged for in addition to the cost of any goods supplied. Unless otherwise agreed in writing by Festo such work shall be charged at the hourly rate applicable to the personnel engaged. The Customer shall reimburse Festo at a cost for all materials and expenses. Such charges may be levied in all cases where through no fault of Festo it shall prove impossible to carry out the work on time or in accordance with the agreed standards or specifications or the work required exceeds that anticipated by the parties.
- (iii) The hours engaged in such installation and commissioning work shall be recorded by the Festo personnel and verified by the Customer at all intervals of not more than one week. If the Customer shall fail to verify then Festo will submit an invoice on the basis of the records as drawn.
- (iv) The Customer shall ensure that adequate accommodation and facilities are available for installation and commissioning work and that all equipment is ready and available and in a fit state and condition. If the Customer shall fail to comply with those requirements it shall compensate Festo for all time wasted by Festo's personnel.

1. General

- (i) Festo will not be responsible for failure to fulfill any term of this contract if fulfillment is delayed, hindered or prevented by any circumstances whatsoever which are not within its control including but not by way of limitation strikes, lockouts, fire explosion, any curtailment, failure or cessation of public utilities or services, or of supply of the products from any of Festo's existing suppliers or of any national or local port transportation or other authority or any body or person purporting to be or act for such authority. The Customer after notifying Festo in writing shall be free to purchase from other suppliers any deficiency caused by the operation of this condition.
- (ii) All contracts entered into by Festo shall be determined in accordance with the law of the Republic of Ireland.

Festo Limited
Unit 5 Sandyford Park
Sandyford Industrial Estate
Dublin 18

Phone: 01-2954955
Fax: 01-2955680
E-mail sales_ie@festo.com
Web: www.festo.com