

MB Technology

Standard Terms & Conditions

GENERAL

1. In these Conditions of Sale: The Company means Memory Bank Ltd. t/a MB Technology. The Buyer means the person, the firm or the company ordering or buying goods from the Company. The Goods means the goods the subject matter of the relevant order or contract of sale.

2. No contract in respect of the Goods between the Company and the buyer shall exist until the Buyer's order has been accepted by the Company. In the event that the Buyer's order seeks to make the sale subject to terms different from these conditions, acceptance is effected by a formal order acknowledgement and shall be deemed to be a fresh offer by the Company on the basis of these Conditions, in which event (unless these conditions are accepted by the Buyer prior to delivery) acceptance of delivery of the Goods by the Buyer shall constitute acceptance of the Company's offer, and the Contract of Sale shall be formed at that moment. No conditions or terms stipulated in any other communication or document shall vary or annul any of these conditions except insofar as the conditions are expressly consented to in writing by the Company.

PRICE

3. Quoted prices include the cost of normal packaging but exclude delivery & VAT.

4. The prices for Goods shall be those ruling at the date of despatch and the Company reserves the right to amend its quoted prices at any time prior to the date of despatch.

DESPATCH AND PAYMENT

5. (a) Unless otherwise specified the price quoted is packed ex- our warehouse . An extra amount will be levied to cover delivery. A charge may be made to cover any extra costs involved for delivery to an address which is different to the buyers normal delivery address.

(b) Should expedited delivery be agreed an extra amount may be charged to cover any extra overtime or any other additional costs involved.

(c) Should work be suspended at the request of or delayed through any default of the Buyer for a period of 30 days or more the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional cost including storage.

CREDIT POLICY AND PAYMENT INFORMATION

6. If the Buyer does not have a credit account open with the Company, the Buyer can request a credit application form. Accounts normally take 7 days to set up, but this time period can be reduced if this is specifically requested. The Company's credit terms are 30 days from the end of the month in which invoices are raised. Statements are either posted out on a monthly basis or available to authorised users on our web site. No further goods will be shipped to accounts that are overdue and all support and repair / warranty services withdrawn until the account is brought into order. Repeated failure to keep to the Company's credit terms will result in the permanent loss of credit facility. Payment may also be made by credit card. The Company accepts payment by Visa or MasterCard.

TITLE AND RISK

7. Notwithstanding delivery and the passing of risk, the property in the Goods shall remain in the Company, until the Buyer has paid all monies owed by it to the Company under this or any other contract or otherwise. If any of the Goods are processed into, incorporated in, used as materials for or mixed with other goods or materials prior to such payment the property (but not the risk) in the whole of such goods or materials shall pass to the Company at the moment of such processing, incorporation, use or admixture and shall remain with the Company until payment of all such monies as specified in this condition. Until such payment is made the Buyer shall possess all goods and material the property in which is vested in the Company by virtue of this condition on a fiduciary basis only and if the Company so requires the buyers shall store such goods and materials at no extra cost to the Company so that they are clearly identified as belonging the Company. The Company without prejudice to any of its other rights and remedies may recover and resell any or all of such Goods or materials and may enter upon the Buyers premises for that purpose. The Buyer has the right to sell for the account of the Company any Goods or materials the properties in which vested in the Company by virtue of this condition. In such event the Company shall be entitled to, and the Buyer shall be under a fiduciary duty to account to the Company for, the proceeds of such sale to the extent that the Buyer owes any monies to the Company. In addition, the Company shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid by the customer and the Company shall be entitled to retain from any monies recovered from the customer all monies due to the Company from the Buyer plus all costs and expenses involved in making the claim. If there is any excess the Company will return this to the Buyer.

8. Notwithstanding the preceding condition, all risk in respect of the Goods shall be assumed by the Buyer upon delivery of the same to him.

9. (a) The Buyer's property and all property supplied to the Company by or on behalf of the Buyer shall, while it is in possession of the Company or in transit to or from the Buyer, be deemed to be at the Buyer's risk and the Buyer shall insure accordingly.

(b) The Company shall be entitled to make a reasonable charge for the storage of any of the Buyers property left with the Company before receipt of the order notification to the Buyer on completion of the work.

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LOSS OR DAMAGE IN TRANSIT OR NON DELIVERY

10. The Buyer shall examine the Goods immediately they are delivered to him. The Company reserves the right to reject claims in respect of shortages or damage in transit or non-delivery of the Goods, or in the case of non-delivery, 7 days after the due date for delivery.

LATE DELIVERY

11. Whilst the Company will use its best endeavours to deliver the Goods in accordance with the Buyer's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.

DEFECTIVE PRODUCTS

12. (a) The Company's liability (both in contract and in tort) in respect of defects in the Goods shall be limited to the replacement of faulty items or material, or the issue of credit notes in respect thereof, or the granting of a refund or such other compensatory measures as the Company at its discretion considers appropriate in the circumstances. Such measures shall relate only to the actual faulty items or their value, and the Company shall not in any circumstances be under any liability to the Buyer in respect of indirect or consequential loss or damage, or loss of profits, sustained by the Buyer provided, always that these conditions do not exclude or restrict the Company's liability for death or personal injury from its negligence. (b) A Returns Material Authorisation (RMA) must first be obtained from our customer service department. Goods returned without a valid RMA will be refused and returned to sender. (c) GOODS RETURNED MUST BE IN THE ORIGINAL PACKAGING AND IN A CLEAN RESALEABLE CONDITION. GOODS RETURNED OTHERWISE WILL, AT THE COMPANY'S DISCRETION, EITHER BE REFUSED OR A FURTHER ADDITIONAL RESTOCKING FEE CHARGED TO COVER THE ADDITIONAL COSTS INVOLVED. It is the responsibility of the Buyer to ensure that any goods returned are properly insured. The Company will not be responsible for goods returned that constitute an offer for sale. The Company reserves the right to vary the specification of any item, withdraw, modify or amend any such item without prior notice. Prices quoted are subject to variances in exchange rates, and in consequence prices will be those holding at the time of delivery from the manufacturer to the Company.

EXPORT CONTROL

13. The Buyer shall not resell outside Ireland any of the Products and will not resell such goods within Ireland to a purchaser knowing (or being given reasonable grounds to suspect by the purchase) that the purchaser intends to export such goods without first obtaining such licences as may be required or a copy of such licences obtained by the purchaser.

FORCE MAJEURE

14. The Company reserves the right to cancel, vary or suspend the operation of contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lock-outs, riots, hostilities, non-availability of materials or supplies or any other event outside the control of the Company; and the Company shall not be held liable for any breach of contract resulting from such event.

CANCELLATION

15. The Company may withhold or cancel further or any deliveries under the contract of sale or may recover all losses resulting there from if the Buyer:

- (a) Fails to make payment on the due date under any contract with the Company, or
- (b) Enters into a composition with its creditors, or (being a Company) has a receiver appointed or passes a resolution for winding up, or commits an available act of bankruptcy or
- (c) Is in breach of any of the items and conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights). The exercise of rights under Condition 14 shall be without prejudice to the Company's other rights of remedies.

16. These conditions of sale shall be construed in accordance with Irish Law.