

Terms & Conditions of Trading

Important Declaration

Terms and Conditions of Trading Important Declaration SUBJECT AS MAY HEREINAFTER BE PROVIDED FOR, NOTHING HEREIN CONTAINED OR IN ANY OTHER DOCUMENT IN RELATION TO THIS TRANSACTIONS IS INTENDED TO AFFECT OR PREJUDICE NOR WILL IT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF THE PURCHASER UNDER SECTIONS 12, 13, 14 AND 15 OF THE SALE OF GOOD ACTS, 1893 AND 1980.

1. All transactions whether for the sale of goods or supply of services entered into by Lakeland Dairies Co-operative Society (hereinafter referred to as the seller) with the purchaser shall be on the terms and conditions herein contained, and any variation modification or alterations thereof shall not be binding on the seller unless such variation, modification or alteration is produced in writing and signed by the authorised officer or agent on behalf of the seller. No employee has the authority to vary or add to or depart from these or make any representation about the goods or services or the contract made herein. Any order whether verbally or in writing by the purchaser is and shall be deemed to be subject to the terms and conditions herein contained.

2. Payments shall be made on a 'cash on delivery' basis, unless the purchaser is an approved customer. Where credit is allowed to approved customers, payment for goods and services supplied must be made within one month from the end of the month of sale and /or supply, unless otherwise agreed in writing. The seller shall be entitled to apply a service charge at a rate of 2% above the associated Irish banks personal unsecured overdraft rate per month on all overdue payments. Any consular fees customs or import duties imposed by the Country of Importation or any subdivision thereof will be paid by the Buyer. The buyer shall pay for all charges incurred in establishing Bank credits. If the purchaser holds a milk account with the seller the seller may, without notice to the purchaser, set off owing in respect of such goods sold and/or service supplied against the milk account. In the event of a milk supplier ceasing to supply milk, payment of all amounts outstanding will fall immediately due for payment.

3. No credit account shall be opened or permitted to operate by the seller otherwise than on the terms specified in Clause 2 hereof and the purchaser agrees that such terms shall apply to any such credit account opened and operated by the seller at the purchaser's request.

4. The title of the goods supplied by the seller to the purchaser shall remain the property of the seller until all debts owing to seller or to be created in future and arising on the business connection with the purchaser have been paid in full. The risk in the goods shall pass to the purchaser upon delivery by the seller. Until property in the goods passes to the purchaser, the purchaser shall keep the goods as bailee and in a fiduciary for the seller and shall ensure that the same remain at all times separately identifiable as the property of the seller (such storage to be in accordance with the seller's recommendations) and shall return them to seller on request. Nothing in these terms and conditions shall prejudice the purchaser's right to payment of the price of the goods or services, damages, loss of profits and interest. Nothing in this clause shall confer any right upon the purchaser to return any goods and the seller may maintain an action for the price of the goods notwithstanding that property in the goods shall not have vested in the purchaser.

5. Unless otherwise agreed in writing, all prices shall be as specified in any sellers price list as published from time to time and shall be exclusive of VAT and any other applicable taxes or duties. All prices quoted in any seller published price list are subject to variation.

6. Where the purchaser deals as a customer within the meaning of the Sale of Goods and Supply or Services Act, 1980, these conditions are without prejudice to the rights conferred on customer by the Act. Where the purchaser does not deal as a customer within the meaning of that Act all

Terms & Conditions of Trading

Important Declaration

representations, statements, conditions of warranties as to the fitness for any purpose whether express or implied by law or otherwise are hereby expressly excluded to the extent that such exclusion is fair and reasonable.

7. The purchaser shall inspect the goods immediately upon delivery and shall notify the seller of any defect in the quality or condition of the goods within seven days of delivery (whether or not delivery is refused by the purchaser). If delivery is not refused, and the purchaser does not notify the seller accordingly, the purchaser shall not be entitled to reject the goods and the seller shall have no liability for such defect or failure and the purchaser shall be bound to pay the price as if the goods have been delivered in accordance with the contract. Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods is notified to the seller in accordance with these conditions, the seller will be entitled to replace the goods (or the part in question) free of charge or, at the seller's sole discretion, refund to the purchaser the price of the goods (or a proportionate part of the price), but the seller shall have no further liability to the purchaser.

8. Credit for returns will not be allowed except in cases where the product quality was not satisfactory when the purchaser received the goods and returns must first be agreed between the purchaser and the seller's Sales Manager.

9. In any case in which the seller supplies a service within the meaning of part IV of the Sale of Goods and Supply of Service Act, 1980, all statements, representations, conditions or warranties, as to the fitness /or quality of such service or materials supplied by the seller in connection with such service, whether express or implied by law or otherwise are hereby expressly excluded to the fullest extent permitted by law.

10. Every order placed by the purchaser and accepted by the seller shall be accepted subject to the above terms and conditions. Notwithstanding this, the said terms and conditions shall form part of the ordinary course of dealing between the purchaser and the seller, and shall be incorporated into, and deemed to have been acknowledged and accepted by the purchaser in accordance with the prior dealings between the parties.

11. These terms and conditions are governed by, and will be construed in accordance with the laws of Ireland and every party to these terms and conditions submits to the jurisdiction of the Courts of Ireland. The Courts of Ireland have exclusive jurisdiction to settle any dispute arising from or, in connection with these terms and conditions, including any dispute regarding the existence, validity or termination of these terms and conditions or the consequences of their nullity.

12. These terms and conditions supersede any other terms and conditions which purport to bind the seller either now, or at any time in the future.