

# General Conditions of Sale

Beaumex Unlimited Company

## 1. Scope

- 1.1. These Conditions apply to all contracts for the **sale and supply of Goods** by Beaumex Unlimited Company to any Buyer, whether such sales arise from written purchase orders, electronic orders, verbal commitments, ongoing trading relationships, or any other mechanism by which Goods are ordered.
- 1.2. These Conditions govern exclusively the **sale of goods** and related matters including pricing, delivery, returns, payment, title, liability, and associated commercial terms. They do **not** apply to:
  - a. the supply of services (unless expressly agreed in writing);
  - b. website terms of use;
  - c. credit facility agreements; consumer transactions; or
  - d. any other activities not expressly covered by these Conditions.
- 1.3. In the event the Company issues or agrees a written supply or distribution agreement containing terms inconsistent with these Conditions, the terms of that agreement shall prevail **for the specific transactions covered by it**, and these Conditions shall apply to all other sales.
- 1.4. By placing an order, the Buyer acknowledges that it has read, understood, and agrees to be bound by these Conditions for all sales of Goods unless otherwise expressly agreed in writing by a director of the Company.

## 2. Pass-Through Terms

- 2.1. The Buyer shall comply with, and shall procure that its customers comply with, all pass-through obligations, restrictions, licence terms, warranties, notices, product-specific conditions, and other requirements imposed on the Company by any manufacturer, supplier, brand owner, or rights holder (collectively, "**Upstream Terms**"), to the extent such Upstream Terms relate to the resale, distribution, handling, marketing, or use of the Goods.
- 2.2. The Company shall make the relevant Upstream Terms reasonably available to the Buyer, whether by written notice, inclusion on the Company's website, provision within product documentation, or by reference to published manufacturer conditions.
- 2.3. The Buyer shall not engage in any activity, sale, or marketing practice that would cause the Company to breach the Upstream Terms. In the event of conflict between these Conditions and any mandatory Upstream Terms, the Upstream Terms shall prevail solely to the extent required to ensure the Company's compliance.
- 2.4. The Buyer shall indemnify and hold the Company harmless against all losses, liabilities, fines, penalties, costs, or expenses arising from the Buyer's failure to comply with the Upstream Terms.

## 3. Interpretation

- 3.1. In these Conditions, unless the context otherwise requires:

- "**Buyer**" means the person, firm, or company purchasing Goods from the Company.
- "**Company**" means Beaumex Unlimited Company, incorporated in Ireland, having its registered office at Unit B7-B9 Calmount Park, Calmount Road, Walkinstown, Dublin, D12 V674.
- "**Contract**" means any agreement for the sale and purchase of Goods concluded between the Company and the Buyer.
- "**Delivery Point**" means the location identified by the Company for delivery of the Goods.
- "**Effective Price**" means the net price actually paid by the Buyer for the Goods after all discounts, rebates, or contributions.
- "**Goods**" means the goods supplied or to be supplied by the Company.

3.2. Headings are for convenience only and do not affect interpretation.

3.3. Any reference to a statute includes amendments, re-enactments, and subordinate legislation.

## 4. Application of Conditions

- 4.1. These Conditions apply to all sales of Goods by the Company and prevail over any terms proposed by the Buyer. In the event of any conflict between these conditions and a written agreement between the parties the terms of the written agreement shall prevail.
- 4.2. No amendment to these Conditions is binding unless expressly agreed in writing by a director of the Company.
- 4.3. Any order constitutes an irrevocable offer by the Buyer to purchase the Goods in accordance with these Conditions.
- 4.4. The Buyer warrants that all information provided in its order is complete and accurate.
- 4.5. Goods may not be leased, rented, exchanged, or resold under repurchase schemes without the Company's prior written consent.

## 5. Delivery

- 5.1. Delivery shall occur at the Company's registered office, or at such other Delivery Point the Company and the Buyer may agree in writing.
- 5.2. Delivery dates are estimates only. Time of delivery is not of the essence.
- 5.3. The Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence).
- 5.4. If the Buyer fails to accept delivery:
  - a. risk shall pass immediately to the Buyer;
  - b. Goods shall be deemed delivered; and
  - c. the Buyer shall bear all resulting storage, insurance, and handling costs.
- 5.5. The Buyer is responsible for providing adequate equipment and labour for unloading Goods.

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5.6. The Company may apply a surcharge to orders below a minimum value as notified to the Buyer.

### 6. Non-Delivery, Inspection and Returns

- 6.1. The quantity of Goods recorded by the Company upon dispatch is conclusive unless the Buyer provides clear evidence to the contrary within **72 hours** of receipt.
- 6.2. The Buyer must inspect the Goods immediately on receipt and notify the Company of discrepancies, damage, or non-conformity within **72 hours**, supported by photographic evidence.
- 6.3. The Company's liability for non-delivery is limited to replacing the Goods or issuing a credit note at the Company's discretion.
- 6.4. Requests for proof of delivery must be received within **14 days** of delivery. The Company may charge an administrative fee.
- 6.5. Faulty or damaged Goods (unless damaged by the Buyer) may be returned within **90 days**. The Company may replace the Goods or issue a credit note at its sole discretion.
- 6.6. Returns of non-faulty, unsold Goods may be accepted within **45 days**, subject to:
  - a. compliance with the returns procedure;
  - b. a service fee of **12.5%**; and
  - c. credit being limited to the lesser of the Effective Price or resale value.
- 6.7. All returns must comply strictly with the Company's current returns procedures which may be viewed on the Company's website [www.beaumex.ie](http://www.beaumex.ie).
- 6.8. Where manufacturer specific returns rules apply, such rules prevail over these Conditions.
- 6.9. Returned Goods must be in original packaging, unused, and in a condition fit for resale unless returned due to defect.

### 7. Risk and Title

- 7.1. Risk passes to the Buyer upon delivery.
- 7.2. Title to the Goods does not pass to the Buyer until the Company receives payment in full for all sums due from the Buyer in respect of:
  - a. the Goods; and
  - b. all other sums which are or which become due to the Company from the Buyer on any account.
- 7.3. Until title passes, the Buyer must:
  - a. hold Goods as bailee for the Company;
  - b. store Goods (at no cost to the Company) separately and clearly identifiable as the Company's property;
  - c. maintain Goods in good condition and keep them insured for their full value;
  - d. permit the Company to inspect Goods and insurance records upon request.
- 7.4. The Buyer may resell Goods in the ordinary course of business but only as principal.
- 7.5. The Buyer's right to possession terminates immediately if the Buyer becomes insolvent, ceases to trade or breaches the Contract.

- 7.6. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7.7. If Goods are mixed with indistinguishable goods, the Company may reclaim an equivalent quantity of the mixed goods.
- 7.8. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 7.9. On termination of any contract between the Company and the Buyer for the sale and purchase of the Goods, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition shall remain in effect.

### 8. Price

- 8.1. Prices are exclusive of VAT, packaging, loading, transport, and insurance, all of which the Buyer must pay.

### 9. Payment

- 9.1. Payment is due on the last working day of the month following the month in which the Goods are delivered or deemed to be delivered.
- 9.2. Time of payment is of the essence.
- 9.3. No payment is deemed received until cleared funds are received.
- 9.4. All payments become immediately due upon termination of any contract between the Company and the Buyer for the sale and purchase of the Goods.
- 9.5. The Buyer must pay all sums in full without deduction, set off, or counterclaim.
- 9.6. Any overdue sums will incur interest from the payment due date at the annual rate of **2% above the Bank of Ireland overdraft rate**, accruing daily until payment is made, whether before or after any judgement.
- 9.7. The Company may:
  - a. suspend deliveries;
  - b. reduce or withdraw credit terms; and
  - c. require advance payment if the Buyer fails to pay on time or exceeds its credit limit.

### 10. Limitation of Liability

- 10.1. This Condition sets out the full extent of the Company's liability arising under or in connection with the Contract.
- 10.2. All implied terms are excluded to the fullest extent permitted by law.
- 10.3. Nothing excludes liability for:
  - a. death or personal injury caused by negligence;
  - b. fraud; or
  - c. any liability that cannot legally be excluded.
- 10.4. Subject to Clause 8.3:

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- a. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the sale and purchase of the Goods shall be limited to the **Effective Price** paid by the Buyer for the specific Goods giving rise to the claim.;
- b. the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the sale and purchase of the Goods.

### 11. Assignment

- 11.1. The Company may assign or subcontract the Contract without the Buyer's consent.
- 11.2. The Buyer may not assign the Contract without the Company's prior written approval.

### 12. Force Majeure

- 12.1. The Company may suspend or cancel delivery without liability if affected by circumstances beyond its reasonable control, including but not limited to: acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 12.2. If the event continues for 30 consecutive days, either party may terminate the Contract by written notice.

### 13. Confidentiality

- 13.1. The Buyer shall keep confidential all commercial, technical, pricing, logistical, and other information disclosed by the Company, whether directly or indirectly, and whether orally, in writing, electronically, or by access to systems or documentation ("Confidential Information").
- 13.2. The Buyer shall not use the Confidential Information for any purpose other than the purchase, resale, handling, or support of the Goods in accordance with these Conditions.

- 13.3. The Buyer shall not disclose Confidential Information to any third party except to its employees or contractors who have a strict need to know the information for the purposes of the Contract and who are bound by equivalent written confidentiality obligations.
- 13.4. The Buyer shall implement appropriate organisational and technical measures to protect Confidential Information from loss, misuse, unauthorised access, disclosure, alteration, or destruction.
- 13.5. The obligations in this clause do not apply to information that:
  - a. is or becomes publicly available through no breach by the Buyer;
  - b. is lawfully received from a third party without restriction and without breach of any obligation of confidentiality; or
  - c. the Company has approved in writing for release.
- 13.6. These confidentiality obligations survive termination of the Contract.

### 14. General

- 14.1. The Company's rights under these Conditions are cumulative and do not limit rights provided by law.
- 14.2. If any Condition is held invalid, the remainder remains in force.
- 14.3. A delay or failure to enforce any right does not constitute a waiver of any of its rights under these conditions.
- 14.4. Any waiver by the Company of any breach of, or any default under, any provision of these conditions any contract between the Company and the Buyer for the sale and purchase of the Goods by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these conditions.
- 14.5. The formation, existence, construction, performance, validity and all aspects of these conditions shall be governed by Irish law, and the parties submit to the exclusive jurisdiction of the Irish courts.
- 14.6. Notices must be in writing and delivered by hand, registered post, or email to an authorised address.
- 14.7. Headings to any of these conditions are included to facilitate reference only and shall not affect the construction thereof.

### Acceptance

By placing an order, the Buyer acknowledges and agrees to be bound by these General Conditions of Sale.