

## C2K Slipform Kerbing Limited – Terms & Conditions of Trade

1. **Definitions**
- 1.1 C2K Slipform Kerbing Limited its successors and assigns or any person acting on behalf of and with the authority C2K Slipform Kerbing Limited.
- 1.2 "Customer" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply and shall mean any person acting on behalf of and with the authority of such person or entity.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Slipform Kerbing" shall mean Slipform Kerbing supplied by the C2K Slipform Kerbing Limited to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the C2K Slipform Kerbing Limited to the Customer.
- 1.5 "Services" shall mean all services supplied by the C2K Slipform Kerbing Limited to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Slipform Kerbing as defined above).
- 1.6 "Price" shall mean the cost of the Slipform Kerbing as agreed between the C2K Slipform Kerbing Limited and the Customer subject to clause 3 of this agreement.
2. **Acceptance**
- 2.1 Any instructions received by C2K Slipform Kerbing Limited from the Customer for the supply of Slipform Kerbing and/or the Customer's acceptance of Slipform Kerbing supplied by C2K Slipform Kerbing Limited shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of C2K Slipform Kerbing Limited.
- 2.4 The Customer undertakes to give C2K Slipform Kerbing Limited at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.
3. **Price And Payment**
- 3.1 At C2K Slipform Kerbing Limited's sole discretion the Price shall be either.
  - (a) As indicated on invoices provided by C2K Slipform Kerbing Limited to the Customer in respect of Slipform Kerbing supplied.
  - (b) C2K Slipform Kerbing Limited's quoted Price which shall be binding upon C2K Slipform Kerbing Limited provided that the Customer shall accept C2K Slipform Kerbing Limited's quotation in writing within thirty (30) days.
- 3.2 Trade Payments shall be subject to strict approved credit limits. Invoices shall be due Thirty (30) days from date of invoice. C2K Slipform Kerbing Limited's may still require a level of deposit depending on the values up to 100%.
- 3.3 C2K Slipform Kerbing Limited may require 100% payment to escrow (central fund) with full agreement with all parties directly involved in the commissioning of the contract.
- 3.4 Payment will be made by bank draft, or by direct credit, or by any other method as agreed to between the Customer and C2K Slipform Kerbing Limited.
- 3.5 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
4. **Delivery of Slipform Kerbing**
- 4.1 C2K Slipform Kerbing Limited's sole discretion delivery of the slipform kerbing shall take place when.
  - (a) The Customer takes possession of the Slipform Kerbing at C2K Slipform Kerbing Limited 's address.
  - (b) The Customer takes possession of the Slipform Kerbing at the Customer's address (in the event that the Slipform Kerbing are delivered by C2K Slipform Kerbing Limited or C2K Slipform Kerbing Limited's nominated carrier); or
  - (c) The Customer's nominated carrier takes possession of the Slipform Kerbing in which event the carrier shall be deemed to be the Customer's C2K Slipform Kerbing Limited.
- 4.2 At C2K Slipform Kerbing Limited 's sole discretion the costs of delivery are included in the Price.
- 4.3 The Customer shall make all arrangements necessary to take delivery of the Slipform Kerbing whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Slipform Kerbing as arranged then C2K Slipform Kerbing Limited shall be entitled to charge a reasonable fee for redelivery.
- 4.4 Delivery of the Slipform Kerbing to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 4.5 C2K Slipform Kerbing Limited may deliver the Slipform Kerbing by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.6 The Customer shall take delivery of the Slipform Kerbing tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that.
  - (a) such discrepancy in quantity shall not exceed 5%, and
  - (b) The Price shall be adjusted pro rata to the discrepancy.
- 4.7 Slipform Kerbing will be delivered to the kerbside adjacent to the delivery site. If at the Customer's request, the delivery vehicle leaves the road and enters
- 4.8 the delivery site to unload the Customer is responsible for providing suitable and safe access for C2K Slipform Kerbing Limited 's delivery vehicle and agrees to indemnify C2K Slipform Kerbing Limited and its
- 4.9 C2K Slipform Kerbing Limited's for all damage and injury to any person and to any public or private property which may result, including any costs associated with enabling the delivery vehicle to leave the site.
- 4.10 The failure of C2K Slipform Kerbing Limited to deliver shall not entitle either party to treat this agreement as repudiated.
- 4.11 C2K Slipform Kerbing Limited shall not be liable for any loss or damage whatever due to failure by C2K Slipform Kerbing Limited to deliver the Slipform Kerbing (or any of them) promptly or at all.
5. **Risk**
- 5.1 If C2K Slipform Kerbing Limited retains ownership of the Slipform Kerbing nonetheless, all risk for the Slipform Kerbing passes to the Customer on delivery.
- 5.2 If any of the Slipform Kerbing are damaged or destroyed following delivery but prior to ownership passing to the Customer, C2K Slipform Kerbing Limited is entitled to receive all insurance proceeds payable for the Slipform Kerbing. The production of these terms and conditions by C2K Slipform Kerbing Limited is sufficient evidence of C2K Slipform Kerbing Limited's rights to receive the insurance proceeds without the need for any person dealing with C2K Slipform Kerbing Limited to make further enquiries.
6. **Title**
- 6.1 It is the intention of C2K Slipform Kerbing Limited and agreed by the Customer that ownership of the Slipform Kerbing shall not pass until. The Customer has paid all amounts owing for the Slipform Kerbing. The Customer has met all other obligations due by the Customer to C2K Slipform Kerbing Limited in respect of all agreements between C2K Slipform Kerbing Limited and the Customer.
- 6.2 Receipt by C2K Slipform Kerbing Limited of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then C2K Slipform Kerbing Limited's ownership or rights in respect of the Slipform Kerbing shall continue.
- 6.3 It is further agreed that:
  - (a) where practicable the Slipform Kerbing shall be kept separate and identifiable until C2K Slipform Kerbing Limited shall have received payment and all other obligations of the Customer are met; and
  - (b) Until such time as ownership of the Slipform Kerbing shall pass from C2K Slipform Kerbing Limited to the Customer.C2K Slipform Kerbing Limited may give notice in writing to the Customer to return the Slipform Kerbing or any of them to C2K Slipform Kerbing Limited. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Slipform Kerbing shall cease.
  - (c) C2K Slipform Kerbing Limited shall have the right of stopping the Slipform Kerbing in transit whether delivery has been made.
  - (d) The Customer is only a bailee of the Slipform Kerbing and until such time as C2K Slipform Kerbing Limited has received payment in full for the Slipform Kerbing then the Customer shall hold any proceeds from the sale or disposal of the Slipform Kerbing on trust for C2K Slipform Kerbing Limited.
  - (e) The Customer shall not deal with the money of C2K Slipform Kerbing Limited in any way which may be averse to C2K Slipform Kerbing Limited.
  - (f) The Customer shall not charge the Slipform Kerbing in any way nor grant nor otherwise give any interest in the Slipform Kerbing while they remain the property of C2K Slipform Kerbing Limited.
  - (g) C2K Slipform Kerbing Limited can issue proceedings to recover the Price of the Slipform Kerbing sold notwithstanding that ownership of the Slipform Kerbing may not have passed to the Customer; and
  - (h) Until such time that ownership in the Slipform Kerbing passes to the Customer, if the Slipform Kerbing are converted into other products, the parties agree that C2K Slipform Kerbing Limited will be the owner of the end products.
7. **Customer's Disclaimer**
- 7.1 The Customer hereby disclaims any right to rescind or cancel the agreement or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by C2K Slipform Kerbing Limited and the Customer acknowledges that the Slipform Kerbing are bought relying solely upon the Customer's skill and judgment.
8. **Defects**
- 8.1 The Customer shall inspect the Slipform Kerbing on delivery and shall within Ten (10) days notify C2K Slipform Kerbing Limited of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford C2K Slipform Kerbing Limited an opportunity to inspect the Slipform Kerbing within a reasonable time following delivery if the Customer believes the Slipform Kerbing are defective in any way. If the Customer shall fail to comply with these provisions the Slipform Kerbing shall be presumed to be free from any defect or damage from defective Slipform Kerbing which C2K Slipform Kerbing Limited has agreed in writing that the Customer is entitled to reject C2K Slipform Kerbing Limited's liability is limited to either (at C2K Slipform Kerbing Limited's discretion replacing the Slipform Kerbing or repairing the Slipform Kerbing.
- 8.2 No Slipform Kerbing shall be accepted for return except in accordance with 8.1 above.
9. **Warranty**
- 9.1 To the extent permitted by statute, no warranty is given by C2K Slipform Kerbing Limited as to the quality or suitability of the Slipform Kerbing for any purpose and any implied warranty is expressly excluded.C2K Slipform Kerbing Limited shall not be responsible for any loss or damage to the

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- Slipform Kerbing, or caused by the Slipform Kerbing, or any part thereof however arising.
- 9.2 For Slipform Kerbing not manufactured by C2K Slipform Kerbing Limited, the warranty shall be the current warranty provided by the manufacturer of the Slipform Kerbing C2K Slipform Kerbing Limited shall not be bound by or responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Slipform Kerbing.
10. **Sale of Goods/Services Act 1893 and Sale of Goods and Supply of Services Act 1980**
- 10.1 This agreement is subject to the provisions of the Sale of Goods/Services Act 1893 and the Sale of Goods and Supply of Services Act 1980 in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).
- 10.2 Notwithstanding clause 10.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Slipform Kerbing Act 1893 (sections 12-15), or the Sale of Goods and Supply of Services Act 1980, or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts laws or legislation.
- 10.3 In particular where the Customer buys Goods/Services as a consumer the provisions of Clauses 8 and 9 above shall be subject to any laws or legislation governing the rights of consumers.
11. **Default & Consequences of Default**
- 11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 11.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify C2K Slipform Kerbing Limited from and against all costs and disbursements incurred by C2K Slipform Kerbing Limited in pursuing the debt including legal costs on a solicitor and own Customer basis and C2K Slipform Kerbing Limited's collection agency costs.
- 11.3 Without prejudice to any other remedies C2K Slipform Kerbing Limited may have, if at any time the Customer is in breach of any obligation (including those relating to payment);C2K Slipform Kerbing Limited may suspend or terminate the supply of Slipform Kerbing to the Customer and any of its other obligations under the terms and conditions.C2K Slipform Kerbing Limited will not be liable to the Customer for any loss or damage the Customer suffers because C2K Slipform Kerbing Limited exercised its rights under this clause.
- 11.4 If any account remains overdue after thirty (30) days, then an amount of the greater of €20.00 or 10.00% of the amount overdue (up to a maximum of €200) shall be levied for administration fees which sum shall become immediately due and payable.
- 11.5 Without prejudice C2K Slipform Kerbing Limited's other remedies at law C2K Slipform Kerbing Limited shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to C2K Slipform Kerbing Limited shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to C2K Slipform Kerbing Limited becomes overdue, or in C2K Slipform Kerbing Limited's opinion the Customer will be unable to meet its payments as they fall due.
- (b) The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters an arrangement with creditors, or makes an assignment for the benefit of its creditors.
- (c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- (d) Limited's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (e) Should C2K Slipform Kerbing Limited elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify C2K Slipform Kerbing Limited from against all C2K Slipform Kerbing Limited's costs and disbursements including legal costs on a solicitor and own Customer basis.
- (f) The Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint C2K Slipform Kerbing Limited or C2K Slipform Kerbing Limited's nominee as the Customer's.
12. **Cancellation**
- 12.1 C2K Slipform Kerbing Limited will charge a cancellation fee of 35% of the full agreement price. Once cancelled in writing with in five (5) day of signed agreement. On giving such notice C2K Slipform Kerbing Limited shall repay to the Customer any sums paid in respect of the Price.C2K Slipform Kerbing Limited shall not be liable for any loss or damage whatever arising from such cancellation.
- 12.2 In the event that the Customer cancels delivery of Slipform Kerbing the Customer shall be liable for any loss incurred by C2K Slipform Kerbing Limited (including, but not limited to, any loss of profits) up to the time of cancellation.
13. **Data Protection Act 1988 & Data Protection Act 2003**
- 13.1 The Customer and the Guarantor/s (if separate to the Customer) authorises C2K Slipform Kerbing Limited to:
- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
- (b) to disclose information about the Customer, whether collected by C2K Slipform Kerbing Limited from the Customer directly or obtained by C2K Slipform Kerbing Limited from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing (whether before or after judgement) a default by the Customer on publicly accessible credit reporting databases.
- 13.2 Where the Customer is an individual the authorities under (clause 15.1) are authorities or consents for the purposes of the Data Protection Act 1988 & Data Protection Act 2003.
- 13.3 The Customer shall have the right to request C2K Slipform Kerbing Limited for a copy of the information about the Customer retained by C2K Slipform Kerbing Limited and the right to request the C2K Slipform Kerbing Limited to correct any incorrect information about the Customer held by C2K Slipform Kerbing Limited.
14. **GDPR / Privacy Policy** – We have revised our Privacy Notice(s) to comply with the GDPR, ensuring that all individuals whose personal information we process have been informed of why we need it, how it is used, what their rights are, who the information is disclosed to and what safeguarding measures are in place to protect their information.
15. **Customer's responsibility**
- 15.1 It is the Customers responsibility to.
- (a) accept the recommended specifications of C2K Slipform Kerbing Limited.
- (b) Ensure there is adequate access at the delivery point to accept the Slipform Kerbing.
- (c) Make the working site available on the agreed date and time. Should delivery be delayed or interrupted by the failure of the Customer to adhere to the delivery schedule agreed to between C2K Slipform Kerbing Limited and the Customer then any additional costs will be invoiced to the Customer as an extra; and
- (d) Have all areas clean and clear to enable scheduled work to be completed in accordance with the agreed schedule. Delays to the working process caused by the Customer, their employees or C2K Slipform Kerbing Limited's will result in chargeable downtime.
- (e) Provide adequate and safe access to the site for all workmen and equipment. Delays in gaining access to, or from, the site will attract chargeable downtime.
- (f) Fully disclose any information that may affect C2K Slipform Kerbing Limited's working procedures.
- (g) Ensure that adequate lighting is provided in the working area.
- (h) Provide a suitable power supply to within five (5) metres of the working site.
- (i) Provide suitable and adequate waste disposal facilities unless otherwise agreed with C2K Slipform Kerbing Limited.
- (j) Grouting and sealing are not the responsibility of C2K Slipform Kerbing Limited.
- (k) Check daily line & levels and sign off on C2K Slipform Kerbing Limited worksheet.
- (l) Curb testing conducted by main contractor is not the responsibility of C2K Slipform Kerbing Limited.
16. **General**
- 16.1 Each clause of this agreement is severable and distinct from the others. If any provision of these terms and conditions is or becomes invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2 These terms and conditions and any agreement to which they apply shall be governed by the laws of Ireland and are subject to the jurisdiction of the courts of Ireland.
- 16.3 C2K Slipform Kerbing Limited shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by C2K Slipform Kerbing Limited of these terms and conditions.
- 16.4 In the event of any breach of this agreement by C2K Slipform Kerbing Limited the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of C2K Slipform Kerbing Limited exceed the Price of the Slipform Kerbing.
- 16.5 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by C2K Slipform Kerbing Limited.
- 16.6 C2K Slipform Kerbing Limited may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 16.7 C2K Slipform Kerbing Limited reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which C2K Slipform Kerbing Limited notifies the Customer of such change. Except where C2K Slipform Kerbing Limited supplies further Slipform Kerbing to the Customer and the Customer accepts such Slipform Kerbing, the Customer shall be under no obligation to accept such changes.
- 16.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 16.9 C2K Slipform Kerbing Limited may use photographs of completed contracts for advertising and promotional purposes strictly with the Customer's approval and at no stage will the address or specifics of the contract will be visible.