

STANDARD CONDITIONS OF SALE**1. General**

These Conditions of Sale shall apply to all contracts for sales in the Republic of Ireland by KAESER Compressors, Ltd ("the Company") of articles (manufactured by the Company and all accessories thereto in after collectively referred to as "the Products") and any qualification or variation thereof by an employee or agent of the Company shall be inoperative unless agreed to in writing by the Company. These Conditions of Sales shall override any standard or other terms, conditions or stipulations referred to by the Buyer.

2. Carriage

The Products shall be consigned at the most economical rate at the option of the Company by parcel post, road or rail, carriage paid to the Buyer provided that cost incurred at Buyers request (e.g. carriage by passenger train or other transport) shall be charged to the Buyer.

The Company shall not be responsible for damage to any of the Products or loss of the Products or part thereof in transit, unless the Buyer gives notice of a claim both to the Company and to the carrier

- (i) in the case of damage within THREE DAYS after receipt of goods and
- (ii) in the case of loss, within TEN DAYS after receipt of despatch note and the case of a claim made under paragraph (i) returns the goods to the Company in their original packing.

3. Delivery

Unless otherwise expressly agreed in writing by the Company time should not be of the essence in the performance of any order. Should delivery to the Buyer be prevented or delayed by acts of God, war, civil commotion, government order, strikes, lock-outs, fires, accident, shortage of labour, materials, fuel, power or transport, or any other force majeure or other cause whatsoever beyond the Companys control, the Company shall be entitled to an extension of delivery time until the operation of the cause preventing or delaying the same has ceased. Provided that if deliveries are wholly suspended for a period of six months the Company may by written notice cancel the order or so much thereof as shall remain unperformed.

4. Alteration of Designs and Specifications

The Company reserves the right at any time to vary or alter any of the designs and specifications of the Products without notice.

5. Prices

The prices of Products shall be those on the Companys price list in force at the date of delivery.

Payment for the Products shall be strictly in accordance with terms stated at time of tender or, lacking tender, terms quoted on invoice.

The Company reserves the right to appropriate any payment or part payments of an invoice in settlement of the balance then outstanding under any former invoice rendered to the same Buyer, and cash discounts shall only be allowed to the Buyer if all prior claims arising out of any earlier invoice shall have been fully satisfied.

If agreed terms for payment stated at time of tender or, lacking tender terms quoted on the invoice, are exceeded by the Buyer the Company shall be entitled to charge interest on the sum or balance owing on invoice at the rate of 20% p.a. capitalised half yearly from the due date until the date of actual payment.

The prices quoted are exclusive of VAT which will be added to the invoice at the rate then current and appropriate to the transaction.

6. Title

The property in the Products the subject of an order shall, notwithstanding delivery to Buyer, not pass through Buyer until such time as all sums due by Buyer to the Company on that, or any other account are paid in full. In the event of Products being intermixed with other goods not the property of the Company, the Buyer shall hold Products of such inter-mixing upon trust for the Company until all such sums aforesaid have been paid and shall deliver same to the Company upon demand. Without prejudice to the foregoing, the risk of any loss or damage or deterioration to the goods from any cause whatsoever shall be borne by the Buyer from the time of delivery.

7. Guarantees, Warranties and Limitations of Liability

Subject to payment by Buyer of all sums due to Company and to comply with these Conditions of Sale the Company will repair or (at the discretion of the Company) will replace free of charge any Products supplied by the Company or any part or parts thereof which are shown, to the satisfaction of the Company, to be defective due to faulty materials or workmanship, within 12 months of date of purchase. Any replacement parts supplied under this condition will themselves be guaranteed for a period of six months from date of supply. In the case of defects becoming apparent in Products outside the Republic of Ireland the liability of the Company hereunder is restricted to the supply of spare parts free of charge.

The Company shall not be liable for any claim other than under paragraph (a) hereof unless notice of claim is communicated to the Company not later than 14 days after delivery of Products, the subject of the claim to the Buyer.

The Company shall not be liable for any indirect or consequential damage whatsoever to the Buyer or to others or to any property caused by or arising out of, or in connection with advice given or the supply of Products in pursuance of any order or by any defect, inherent, latent or otherwise which may be or which may subsequently develop in any of the Products supplied by the Company. In the case of damage arising directly from any breach of contract between the Company and the Buyer, the Companys liability whether in contract or in tort shall not in any event exceed the value of the Products, the subject of such contract.

The Buyer shall not, in selling any Products supplied by the Company make any representation or give any warranty other than those contained in the current Conditions of Sale of the Company.

The Company shall not be under any liability under paragraph (a) hereof for any of the Products in respect of which complaint has been made by the Buyer which have been altered or tampered with or have been installed or serviced otherwise than by the Companys authorised agent.

The Company shall be under no liability whatsoever to the Buyer if repairs of any kind are carried out by Buyer or third parties without the express approval of the Company (which approval shall be deemed to have been given in the case of Products installed in ships where defects in such Products become apparent whilst outside a Republic of Ireland port.)

Any repair work outside the scope or period of the guarantee shall be charged cash on delivery on the return Products.

8. Export

The Buyer shall not, without written consent of the Company, export from the Republic of Ireland to non-EEC countries, Products supplied to him by the Company and shall take all practicable steps to secure that Products so supplied are not exported from the Republic of Ireland to any such country by any other person, firm or company.

9. Markings

The Buyer shall not in any way alter, deface or remove any letters, numbers or other marks or markings which appear on or are attached to Products supplied him by the Company and shall use his best endeavours to ensure that same are not altered, defaced or removed by any other person, firm or company. Failure to comply with this condition relieves Company from all liability under Condi. 8 hereof.

10. Contingent Liability

Orders are accepted only on the strict understanding that the Companys responsibility for any claim connected with materials supplied by the Company shall be limited to the replacement of such materials and shall exclude all consequential claims.

Any recommendation made by the Company relating to the use of the Products is given in good faith, but it is for the Buyer to satisfy himself as to the suitability of the Products for his own particular purpose and the Company gives no warranty as to the fitness of the Products for any particular purpose.

11. Delivery and Installation

Unit 43/44, Block 1
Western Parkway Business Park
Ballymount Drive
Dublin 12 D12 CF77, Ireland
Tel. No: 01-456 5433
Fax No: 01-456 7328

Bank: Ulster Bank
College Green, Dublin 2.
IBAN: IE70 UL5B 9850 1007 6600 38
BIC: UL5B IE 2D

Company Directors:
David G. Byrne (Managing)
Thomas Kaeser (Germany)
Tina-Maria Viantoussi-Kaeser (Germany)
Reg. No.: 222355
VAT No.: 8222355V



Delivery, if undertaken by the Company, is done so on condition that adequate labour and facilities will be made available by Buyer at Buyers expense to carry out prompt and safe unloading at the place at which delivery is requested by Buyer and that it will not be necessary to dismantle the Products or any part or parts thereof in order to install them in the place requested by Buyer.

12. Jurisdiction

All orders accepted by the Company and any dispute or litigation arising therefrom shall be governed by the laws of the Republic of Ireland

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